



ANNEXURE E

RESTRICTIVE COVENANT

DEED OF RESTRICTIVE COVENANT

THIS DEED IS MADE THE _____ DAY OF _____ 2026

BY

JIWA Holdings Pty Ltd (ACN 653 651 622) of Level 6, 12 St Georges Terrace Perth WA 6000 ("the Developer")

RECITALS

- A. The Developer is the registered proprietor of the Land.
- B. The Developer intends to register the Deposited Plan in relation to the Land.
- C. Pursuant to section 136D of the *Transfer of Land Act 1893* (WA), the Developer wishes to create restrictive covenants which burden the Lots in accordance with the terms and conditions of this deed for the benefit of the Lots.
- D. Those parts of the Land burdened by the restrictive covenants contained in this deed are subject to the encumbrances noted in the schedule to this deed and where necessary, the Developer has obtained the encumbrancers' consent to this deed.

OPERATIVE PART

1. Construction

Definitions

- (a) In this deed, unless the context otherwise requires:
 - (i) **Deposited Plan** means deposited plan _____;
 - (ii) **Land** means lot _____ on Diagram _____ being the whole of the land contained in certificate of title Volume _____ Folio _____;
 - (iii) **Lots** means lots 31 to 34 inclusive, 45 to 72 inclusive, 141 to 146 inclusive and 174 to 178 inclusive on the Deposited Plan; and

- (iv) **Main Building Line** means the forward most wall of a habitable room of the residence excluding any wall attachments. For the avoidance of doubt, porticos and other minor attachments do not form part of the “Main Building Line” however full width verandas do form part of the “Main Building Line”.

Interpretation

- (b) In this deed, unless the context otherwise requires:
 - (i) the single includes the plural and vice versa;
 - (ii) an agreement, representation or warranty on the part of two (2) or more persons shall bind them jointly and severally; and
 - (iii) headings are for reference purposes only and do not affect the interpretation of this deed.

2. Restrictive Covenants – Construction

Façade

- (a) The Registered Proprietor must not construct a residence on the Property unless:
 - (i) the primary street elevation contains a degree of articulation which creates visual interest;
 - (ii) the primary street elevation of the residence contains the primary street entry (i.e. the primary street entry must not be accessed from the garage or, in the case of corner lots, located facing the secondary street) and the primary street elevation has windows which enable a clear view of the street;
 - (iii) the primary street elevation of the residence contains a covered veranda, portico or porch, of at least 1.5m in depth, to create an open and welcoming entry to the home;
 - (iv) the primary street elevation of the residence incorporates at least one of the following architectural elements:
 - A. gable or gambrel;
 - B. roof gable (dutch gable, gablet, gambrel);
 - C. planter box;
 - D. bay window;
 - E. balcony;
 - F. blade wall; or
 - G. other feature wall.

Building Materials

- (b) The Buyer must not construct a residence on the Property unless:
 - (i) subject to clause 2(c), two (2) of the following materials are used in the primary street elevation of the residence (excluding roof, door and window treatments) each comprising not less than 15% of the total primary street wall elevation:
 - A. face brickwork;
 - B. rendered brickwork;
 - C. contrasting rendered brickwork;
 - D. stone pattern render;
 - E. feature tiling;
 - F. stone cladding;

- G. timber or timber look garage door; and/or
- H. timber cladding, weatherboarding or reconstituted materials; and
- (ii) all external walls (excluding windows) are constructed with bricks, masonry, limestone finished face work, painted render or rammed earth, weatherboard or such other materials as the Developer consents to in writing.
- (c) The Registered Proprietor must not construct a residence on the Property using materials on the external areas of the residence which are highly reflective or which are unusual/obtrusive colours.

Corner Lots

- (d) If the lot is a corner lot, the Registered Proprietor must not construct a residence on the Property unless the residence is designed to:
 - (i) address both the primary and secondary streets;
 - (ii) incorporate the same architectural treatment to the secondary street elevation as is applied to the primary street elevation for at least the first four (4) metres of the secondary street elevation from the Main Building Line; and
 - (iii) incorporate a window, visible from the secondary street, with a sill height no greater than 1200mm above floor level which is within four (4) metres of the Main Building Line.

Roof

- (e) The Registered Proprietor must not construct a residence on the Property unless:
 - (i) in the case of a skillion or mono pitch roof, the residence has a roof pitched between 5 and 15 degrees;
 - (ii) in the case of a traditional pitched and hip valley roof:
 - A. if the Property has a frontage greater than 10 metres to the primary street, the residence has a roof pitched at an angle of more than 22 degrees; and
 - B. if the Property has a frontage equal to or less than 10 metres to the primary street, the residence has a roof pitched at an angle of more than 24 degrees;
 - (iii) the roof has energy-efficient, '*cool roof*' properties including but not limited to a light colour; and
 - (iv) the roof is constructed with a low profile or slate look material and is one uniform colour.
- (f) The Registered Proprietor must not construct a residence on the Property with:
 - (i) a tiled roof coloured black/ebony, dark charcoal grey, bright orange, terracotta, red or any variegated blend of colours; or
 - (ii) a Colorbond roof coloured Cottage Green, Manor Red, Monument, Headland, Basalt, Ironstone, Jasper or Mangrove (or, if a Colorbond colour is discontinued, the new Colorbond equivalent, or any equivalent colour of alternative brands of corrugated metal roof).

Garages and Parking

- (g) The Registered Proprietor must not construct a carport on the Property, unless such carport is additional to the enclosed garage referred to in clause 2(h)(i) below.

- (h) The Registered Proprietor must not construct a residence on the Property unless:
 - (i) the residence contains an enclosed garage making provision for parking of at least two (2) motor vehicles side by side, incorporated under the main roof of the residence; and
 - (ii) the garage:
 - A. is setback at least 500mm behind the Main Building Line; and
 - B. is fitted with a segmented panel lift, roller or 'tilta' door to ensure security and the garage door is installed prior to occupation of the residence.
- (i) The Registered Proprietor must not park or allow to be parked on the Property or on the road any commercial vehicle unless such commercial vehicle is screened behind the Main Building Line of the Property or being used during the normal course of business by a visiting tradesperson.

Retaining Walls

- (j) The Registered Proprietor must not:
 - (i) alter any retaining walls constructed on the Property by the Developer unless additional blocks are required to be added and the Registered Proprietor has obtained all necessary approvals/certifications at the Registered Proprietor's expense; and
 - (ii) construct or allow to be constructed any retaining walls on the Property that are within public view unless they match both the materials and finish of other retaining walls within public view in Lakeview Private Estate.
- (k) The Registered Proprietor must not permit any retaining wall constructed by the Developer to become damaged, unsafe or fall into a state of disrepair, or permit any roots or any tree, plant or building or other thing on the Property to cause any such retaining wall to become structurally unsound.
- (l) The Registered Proprietor must not repair or renew any retaining wall constructed by the Developer in any way that changes the style or appearance of the retaining wall.

Fencing

- (m) Subject to clause 2(n), the Registered Proprietor must not install:
 - (i) any fencing unless it is Colorbond metal fencing in the colour 'Dune', or if that colour is discontinued, the Colorbond colour that most closely matches the colour 'Dune';
 - (ii) any fencing forward of the Main Building Line, unless:
 - A. the Property is a corner lot; or
 - B. the fence is no higher than 1.8 metres:
 - i. with the lower 0.9 metre portion being constructed of painted rendered masonry, brick or limestone piers; and
 - ii. the upper 0.9 metre portion being constructed of visually permeable material;
 - (iii) any side or rear boundary fencing that exceeds 1.8 metres in height; and
 - (iv) any gate forming part of the boundary fencing unless it is constructed of materials that are complementary to the fence and primary street elevation.
- (n) If the Property is a corner lot, the Registered Proprietor must not construct on the Property any fencing facing the primary and secondary streets unless:
 - (i) any fencing behind the point which is 4 metres back from the Main Building Line (**4 Metre Setback**) is no higher than 1.8 metres:

- A. with the lower 1.5 metre portion being constructed of either painted rendered masonry, brick, limestone or Colorbond fencing in the colour 'Dune' (or, if that colour is discontinued by Colorbond, the Colorbond colour that most closely matches the colour 'Dune'; and
 - B. the upper 0.3 metre portion being constructed of visually permeable material; and
- (ii) any fencing forward of the 4 Metre Setback is constructed of materials that are complementary to the primary street elevation and secondary street elevation, and is no higher than 1.8 metres:
 - A. with the lower 0.9 metre portion being constructed of painted rendered masonry, brick or limestone piers; and
 - B. the upper 0.9 metre portion being constructed of visually permeable material.

Appearance

- (o) The Registered Proprietor must not:
 - (i) permit any rubbish disposal containers on the Property to be visible from any public street or thoroughfare or in front of the main building line except on days allocated by the local authority for rubbish collection from the Property;
 - (ii) install, or permit to be installed on the Property:
 - A. solar panels or photovoltaic panels which are visible from any public street or public open space or thoroughfare unless it is necessary to do so for effective solar catchment purposes;
 - B. any solar hot water system unless the system matches the profile of the roof and the storage facilities for such system are located so as not to be visible from any public street, public open space or thoroughfare; or
 - C. building services such as air conditioning units, satellite dishes, tv antennae, down pipes, clothes hoists and clothes drying areas unless such services are screened from public view or located in the least visibly obtrusive location from any public street or public open space or thoroughfare.
- (p) The Registered Proprietor must not construct a residence on the Property unless the residence has a letterbox facing the primary street that is clearly visible and numbered, and made of materials complimentary to the residence.

Roller Shutters

- (q) The Registered Proprietor must not install roller shutters to any window or doorway of the residence visible from public view. This clause does not apply to the installation of a garage door in accordance with clause 2(h) above.

Driveway

- (r) The registered proprietor shall not construct a residence on the Property, unless the residence has a driveway and crossover constructed of paved materials using brick or block paving (but not in situ concrete or grey slabs), coloured concrete, stamped concrete, exposed aggregate or honed concrete.

Landscaping

- (s) The registered proprietor shall not permit:
 - (i) garden areas on the Property within public view to remain unlandscaped after six (6) months from the date of completion of construction of the residence on the Property; and
 - (ii) any council verge located along the primary street or secondary street to become overgrown or neglected.

Window Coverings

- (t) The registered proprietor shall not permit newspaper, aluminium foil or any similar material to be used to cover windows within the residence unless they are screened from public view.

3. Miscellaneous Provisions

- (a) The registered proprietor acknowledges that the burden of the restrictive covenants contained in this deed runs with the Lot for the benefit of the registered proprietors of all other Lots and shall be enforceable against the registered proprietor of the Lot and every subsequent registered proprietor of the Lot.
- (b) The registered proprietor acknowledges that each restrictive covenant contained in this deed is separate from the other and therefore if any restrictive covenant becomes invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining restrictive covenant will be valid and enforceable to the fullest extent permitted by law.
- (c) The registered proprietor acknowledges that it must comply with and observe the restrictive covenants contained in this deed and furthermore acknowledges that the Developer shall have no responsibility for enforcing the restrictive covenants contained in this deed but reserves the right to do so.
- (d) The restrictive covenants contained in this deed shall expire and cease to have effect from and including 31 December 2036.

Buyer(s) initials here

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