

Woodlands Design Guidelines



BEFORE READING THIS DOCUMENT

1. Further details on words underlined can be found in the definitions section on page 11.
2. Design Guidelines that become Restrictive Covenants (or Covenants) are marked accordingly.

VISION

As a developer, we are committed to creating a community that offers an idyllic premium lifestyle in a semirural setting, with a variety of housing to complement the needs of the residents. We know from many years of experience in crafting residential communities around Perth, that the best quality and most aesthetically pleasing estates are regulated by building Covenants.

SCOPE

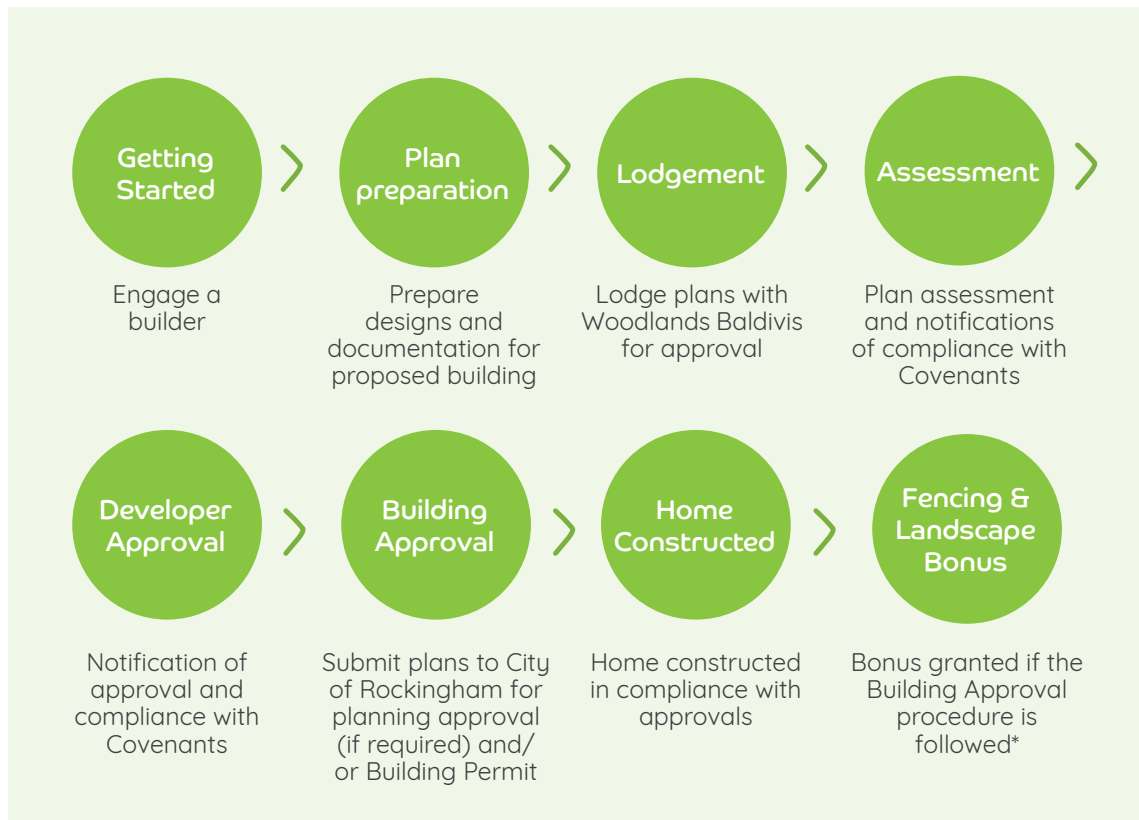
By signing an offer and acceptance for the sale of land, a purchaser agrees to adhere to the Covenants. The Covenants state that the Developer will register a deed of Restrictive Covenant, pursuant to section 136D of the Transfer of Land Act on the Certificate of Title of the Land, prior to settlement.

IMPORTANT NOTES

These Design Guidelines have been prepared as an easy guide to the Restrictive Covenants. The overarching Restrictive Covenants however are legally binding and in the event of a discrepancy between the Design Guidelines and the Restrictive Covenants, the Restrictive Covenants are the authoritative document that must be adhered to.

BUILDING APPROVAL PROCESS

The building approval process outlined in the progress diagram below has been set in place to ensure a seamless process when building your home, that is in accordance to the estate Covenants and local council building regulations. When land owners on the estate adhere to these same regulations, you can be assured that the homes of your neighbours and fellow community members will also be designed and built to a similarly high quality to that of your home.



*The Developer reserves the right not to grant the bonus if process as shown in the above diagram is not followed.

YOUR HOME

1.0 CONSTRUCTION

The Restrictive Covenant states that:

- 1.1. Primary Residence - the registered proprietor shall not construct a Residence on the lot unless it is a single, and non-transportable Residence that is constructed on site.
- 1.2. Ancillary Residence - the registered proprietor shall not construct any habitable accommodation on the lot that is ancillary to the Residence unless it is:
 - a) screened from Public View; and
 - b) constructed behind the Main Building Line of the Residence; and
 - c) constructed from compatible materials that are similar to and complimentary to the Residence and is constructed in a manner which integrates any services/utilities into its design and enables such services/utilities to be accessible and safely maintained.

REF: RESTRICTIVE COVENANT ITEM 2 (a) and 2 (b)

2.0 ELEVATIONS

2.1 Regarding elevations, the Restrictive Covenant states that:

- a) The Primary Street Elevation (including garage) contains a step in the wall comprising the relevant frontage and associated roofline of at least 450 millimetres.
- b) the Primary Street Elevation (underlined) is required to have a Defined Entry Feature (underlined) such as a portico, verandah, pergola or other gateway structure. The minimum covered depth must be 1.5 metres.
- c) The windows on the Primary Street Elevation have a sill height no greater than 1,200 millimetres above floor level (except for minor areas of highlight windows coupled with compliant windows).
- d) Obscured glazing to windows is not permitted in an opening facing a street.
- e) All street front elevations must contain windows, minimising areas of blank walls.

2.2 Regarding visible portions of Secondary Street Elevations, the Restrictive Covenant states that:

- a) The Primary Street Elevation materials must continue around to a point 4.0m from the corner of the dwelling to the point where the side return fence is to be located; and
- b) There must be a window with a sill height not greater than 1200mm above Floor Level within 4.0m of the front corner of the dwelling, visible forward of where the side return fence is to be located.

REF: RESTRICTIVE COVENANT ITEM 2 (c) (f) and (g)

2.3 Corner Lots - Supplementary

- a) On corner lots where no pedestrian access is provided by the Developer on the primary street, and/or the Secondary Street Frontage is used as the front of the Residence (by locating the garage and entry there), both street frontages become primary for the purposes of:
 - i. Roof/wall articulation (elevations, Clause 2.1 a)
 - ii. Window sizing (elevations, Clauses 2.1 c & 2.1 e)
 - iii. Obscured glazing (elevations, Clause 2.1 d)

3.0 MATERIALS

Regarding materials, the Restrictive Covenant states that:

- a) All Residences are to be constructed from materials that are a combination of brick, external brick veneer, limestone, stone, finished or rendered masonry, other composite frames, or rammed earth.
- b) The Primary Street Elevation must have a minimum of two different wall colours or materials. A minimum of 25% of total Wall Area excluding wall returns perpendicular to the street for each.
- c) On corner lots where no pedestrian access is provided by the Developer on the Primary Street, and/or the Secondary Street Frontage is used as the front of the Residence (by locating the garage and entry there), both street frontages become primary for the purposes of wall materials.

REF: RESTRICTIVE COVENANT ITEM 2 (d) (e) and (h)

4.0 ROOF AND ROOFLINE

4.1 *The Restrictive Covenant states that:*

- a) Roofs must be constructed from concrete tiles, clay tiles or 'Colorbond[®]' steel or similar approved materials.
- b) Roofs are permitted in one colour only.
- c) Zinalume roofs are not permitted.
- d) Roofs must be pitched at an angle of more than 24 degrees (excluding any part of the roof that covers an attached veranda or similar minor area).
- e) Skillion or mono pitch roofs must be pitched a minimum of 8 degrees and in all cases have a minimum wall overhang of 300mm.
- f) Eaves or verge overhangs should be provided to a greater portion of all Primary Street Elevations excluding garages.

4.2 *Flat roofs are not permitted unless they are:*

- a) Concealed from Street View by means of a parapet wall.
- b) Amount to less than 50% of the street front building façade.

REF: RESTRICTIVE COVENANT ITEM 2 (i) and (j)

5.0 GARAGES

5.1 *Regarding garages, the Restrictive Covenant states that Residences should have a garage that is:*

- a) An enclosed double car garage (unless not permitted by The City of Rockingham) capable of housing two cars side by side.
- b) Located under the main roof of the Residence.
- c) Constructed from materials consistent with the Residence.
- d) Not more than 6.5m wide as viewed from the street.
- e) Setback a minimum of 500mm behind the front of the Main Building Line (not a portico or other projecting feature).
- f) Not an open carport.

REF: RESTRICTIVE COVENANT ITEM 2 (k) and (l)

5.2 *Garages to Secondary Street Elevations*

- a) Garages to secondary streets or laneways should be set-back in accordance with the Residential Design Codes or any applicable Detailed Area Plan/Local Development Plan which is included in the land sales contract.

6.0 DRIVEWAYS

The Restrictive Covenant states that Residences should have a driveway and crossover that are:

- a) Constructed of segmental clay or concrete brick pavers or monolithic exposed aggregate concrete.
- b) Installed with a reticulation pre-lay pipe under the driveway to provide for the front landscaping reticulation.
- c) Constructed with a driveway and crossover that is no wider than 6 metres (excluding the road crossover apron) and is at least 500 millimetres from the side boundary.

REF: RESTRICTIVE COVENANT ITEM 2 (m) and (n))

7.0 CROSSOVERS

- a) Must be completed prior to occupation of the Residence.

REF: RESTRICTIVE COVENANT ITEM 2 (o)

8.0 FENCING

8.1 *The Restrictive Covenant states where fencing is permitted:*

- a) Primary Street front fencing (forward of the building line) is not permitted, unless installed by the Developer or required by the City of Rockingham.
- b) Secondary Street fencing must be setback a minimum of 4.0m from the nearest corner of the Residence.
- c) On corner lots where no pedestrian access is provided by the Developer on the Primary Street, and/or the secondary street frontage is used as the front of the dwelling (by locating the garage and entry there), both street frontages become primary for the purposes of front fencing.

8.2 *The registered proprietor shall not construct on the lot any boundary fence behind the Main Building Line of the Residence unless it is:*

- a) Constructed of Woodland Grey colorbond with a 'sameside' profile, brick, brushwood, limestone, or timber slats.
- b) 1.8m or more in height.

REF: RESTRICTIVE COVENANT ITEM 2 (x) (y) and (z)

9.0 RETAINING

The registered proprietor shall not construct on the lot any precast concrete panel and post retaining wall unless it is:

- a) constructed behind the Main Building Line of the Residence.
- b) screened from Public View.

REF: RESTRICTIVE COVENANT ITEM 2 (aa)

10.0 EXISTING FENCING

The following regulations apply to existing fencing:

- a) Any existing fence or retaining wall on the lot should remain and not be altered, marked, or defaced.
- b) Any existing fence or retaining wall on the lot should not be allowed to fall into a state of disrepair or be allowed to become unsafe.
- c) It is not permitted to allow a tree, plant, building or any other thing to cause an existing fence or retaining wall on the lot to become structurally unsound.
- d) Any existing fence or retaining wall on the lot should be repaired or replaced using the same material, style and colour as the existing fence or retaining wall.

REF: RESTRICTIVE COVENANT ITEM 3 (g) (h) (i) and (j)

11.0 AIR CONDITIONER

- a) Careful consideration should be taken to the positioning of air conditioning units to minimise nuisance to neighbours and protect the Primary Street Elevation including installation to below the ridge line of the roof, is screened from Public View and matches the colour of the roof.

REF: RESTRICTIVE COVENANT ITEM 2 (s)

12.0 SOLAR WATER HEATERS AND PV. PANELS

- a) Solar water heaters and any solar PV panels should be located on the roof of the Residence, installed in keeping with the roof profile and screened from Public View. Any charging stations or associated charging plant and equipment should be located out of Public View.

REF: RESTRICTIVE COVENANT ITEM 2 (q) and (r)

13.0 GARDENS AND LANDSCAPING

- a) Garden areas on the lot within Public View should be landscaped within four months from the date of completion of the Residence.

REF: RESTRICTIVE COVENANT ITEM 3 (f)

14.0 SIGNAGE

The following signage on a Residence is acceptable:

- a) While Building - A builder's sign required during construction that is no more than 1200mm x 600mm.
- b) If Selling - A real estate sign associated with the sale of an established Residence.

Although signs for the sale of vacant land are not allowed, the landowner can still sell the Lot if a home has not yet been constructed on it.

REF: RESTRICTIVE COVENANT ITEM 3 (b)

15.0 VEHICLES

- a) Motor vehicles, boats, trailers or any other vehicles or machinery should only be repaired or maintained where it occurs behind the front building line of the Residence and is screened from Public View.
- b) Commercial vehicles including trucks, buses, and tractors (excluding panel vans and utilities) may only be parked where they are screened from Public View.

REF: RESTRICTIVE COVENANT ITEM 3 (c) and (d)

16.0 RUBBISH BINS

The Restrictive Covenant states Residences should provide rubbish bin storage that are:

- a) Not in Public View except on the days allocated by the local authority for refuse collection.
- b) Indicated on plans for assessment.
- c) Located for easy accessibility, of a suitable size and have a hardstand/path facilitating access to the street. Bin storage can be within the garage, provided it can be demonstrated that both the bins and two vehicles can be accommodated at the same time with adequate clearances (Australian Standard). Typically, a minimum internal depth of 6.2m.

REF: RESTRICTIVE COVENANT ITEM 3 (e)

17.0 DOMESTIC PETS

- a) The Restrictive Covenant states that it is not acceptable to raise, breed, or keep more than four (4) domestic pets on the homesite.

REF: RESTRICTIVE COVENANT ITEM 3 (a)

18.0 LETTERBOX

- a) Letterboxes should be located adjacent to the driveway, and clearly numbered.

REF: RESTRICTIVE COVENANT ITEM 2 (p)

19.0 ANTENNAE

- a) The Covenants describe that television or radio antennae should be contained wholly within the Residence or within the roof space of the Residence between the ceiling and the underside of the roof.

REF: RESTRICTIVE COVENANT ITEM 2 (t)

20.0 SATELLITE DISH

- a) Satellite dishes are required to be screened from Public View.

REF: RESTRICTIVE COVENANT ITEM 2 (u)

21.0 CLOTHES LINE

- a) Clothes lines, hoists, drying or any other airing facility should be screened from Public View.

REF: RESTRICTIVE COVENANT ITEM 2 (v)

22.0 OUTBUILDINGS

The registered proprietor shall not Construct on the Lot an outbuilding unless it is:

1. Fully detached from the primary Residence and screened from Public View;
2. Less than sixty (60) square metre in floor area or, ten percent (10%) of the area of the Lot, whichever is the lesser;
3. Less than 2.4 metres in height; and
4. Constructed behind the Main Building Line of the primary Residence.

REF: RESTRICTIVE COVENANT ITEM 2 (w)

MISCELLANEOUS PROVISIONS

1. The Covenants remain in place with the Lot for the benefit of every other registered proprietor of Lots within the Estate and also remain enforceable regardless of any future changes of ownership.
2. Each Covenant is separate from the other and therefore if any Covenant becomes invalid or unenforceable, then the remaining Covenants will not be affected. Every Covenant is lawfully enforceable.
3. The onus is on the purchaser to comply with and observe the Covenants.
4. The Covenants will not be modified, surrendered, released or abandoned whether wholly or partially.
5. The Covenants require that purchasers refrain from attempting to remove, modify or extinguish the Covenants.
6. The Covenants shall expire and cease to have effect from 31 December 2033.

REF: RESTRICTIVE COVENANT ITEM 4 (a) – (e)

APPENDIX – DEFINITIONS

Habitable Rooms

All living rooms, kitchens, bedrooms, and studies but not bathrooms, laundries, WCs, or circulation space.

Opinion Of Developer

Entirely at their discretion, the considered opinion of the Developer (Rockingham Park Pty Ltd or their appointed agents).

Developer

Rockingham Park Pty Ltd or associated entity.

Primary Street Elevation

The side of the dwelling containing the pedestrian entry to the home. Any park-front elevation (some park-front dwellings may have more than one).

Public Open Space

A park or other activity space for the public's use.

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 a full width of the dwelling veranda does constitute the Main Building Line.

Public View/Street View*

Public view/street view means the view from all public streets, public thoroughfares, and public open spaces.

Residence*

Residence means a permanent, non-transportable, single residential home.

Secondary Street Elevation

Any other street front elevation not containing the pedestrian entry to the home.

Defined Entry Feature

Portico, Veranda, Pergola, or other Gateway structure.

Floor level

The general internal concrete slab level of the dwelling 0c.

Highlight Windows

Windows with a sill height of 18c or more above slab level.

Wall Area

The area of **wall** construction parallel to the front lot boundary, excluding, windows, doors, garage doors and roofs.

NOTE *Terms marked with an asterisk are defined in the Restrictive Covenants at Clause 1(a).