



## Protective Covenants

### 1.0 Protective Covenants Relating to The Property

The Buyer acknowledges that the Property will be encumbered by and is sold subject to the Protective covenants to be imposed by the Seller as set out below.

#### 1.1 Ground Level

The Buyer must not raise the finished ground level of the Lot by more than 200mm without the prior written approval of the Seller and the City of Joondalup.

#### 1.2 House Size

The Buyer must not construct or permit to be constructed on the Property any House unless:

- (a) the House is set back from each side boundary of the Property by no further than 1.5m unless otherwise approved by the Seller (who may withhold approval in its absolute discretion);
- (b) the House comprises not less than two storeys if the Property is less than 400m<sup>2</sup>; and
- (c) the House has a minimum Floor Area of 180m<sup>2</sup> if the Property is less than 400m<sup>2</sup>.

#### 1.3 Building Materials

The Buyer must not construct or permit to be constructed on the Property any House unless:

- (a) all external walls (excluding windows) are constructed with bricks or masonry or limestone finished face work or painted render or rammed earth unless otherwise approved by the Seller (who may withhold approval in its absolute discretion);
- (b) the roof of the House is covered with tiles or Colorbond (zincalume is not permitted) in a colour that is not a dark heat absorbing colour; and
- (c) the roof of the House is pitched at an angle of not less than 25 degrees or greater than 42 degrees unless it is demonstrated to the Seller's satisfaction the merit of the design of low mono pitched skillion or flat roofs.

#### 1.4 Parking

The Buyer must not construct or permit to be constructed on the Property any House unless:

- (a) the House contains a garage making provision for parking of not less than two motor vehicles, side by side;
- (b) a driveway and the crossover between the road and the parking area on the Property are constructed and completed prior to occupation of the House;
- (c) the driveway and crossover are constructed of paved materials using brick or block paving or reconstituted limestone/concrete but not standard broom finished in situ concrete or grey slabs;
- (d) the garage is fitted with a segmented panel lift, roller or 'tilta' door to ensure security; and
- (e) the House contains a store room with a minimum area of 4m<sup>2</sup> provided under the main roof of the House or garage and accessible from the exterior of the House or the garage.

The Buyer must not park or allow to be parked on the Property any commercial vehicles including but not limited to trucks, utilities or private or commercial caravans, trailers, boats or any other mobile machinery unless such vehicles are housed or contained within a carport or garage on the Property or screened behind the building line or unless when used during the normal course of business by a visiting tradesperson.

#### 1.5 Sheds/Outbuildings

The Buyer must not construct or permit to be constructed or bring on to the Property any Outbuilding which exceeds 20m<sup>2</sup> in Floor Area or more than 2 metres in height above the natural surface level of the Property or that is visible from any public road reserve or open space unless constructed in the same materials as the House or Houses (as the case may be) on the Property.

## 1.6 Fencing

- (a) The Buyer must not occupy any House constructed on the Property unless:
  - (i) the boundaries of the Property are fenced; and
  - (ii) the fences and all sides and rear gates are constructed in complementary materials.
- (b) The Buyer must not construct or permit to be constructed on the Property:
  - (i) any side or rear boundary fence abutting any public open space, public reserve or road reserve unless such fence is constructed of proprietary brand Colorbond metal fencing in the colour 'Domain' (or, if that colour is discontinued by Colorbond, the Colorbond colour that most closely matches the colour 'Domain'), limestone, painted or rendered masonry or the same brick as the House on the Property and is not less than 1.72 metres in height;
  - (ii) any dividing fence, unless such fence does not project past the building line and is constructed of capped Hardifence, limestone, painted or rendered masonry, the same brick as any House on the Property or proprietary brand Colorbond metal fencing in the colour 'Domain' (or, if that colour is discontinued by Colorbond, the Colorbond colour that most closely matches the colour 'Domain') or other similar material and does not exceed 1.8 metres in height;
  - (iii) any front fence or dividing fence forward of the front building line unless such a fence is constructed of:
    - (A) limestone, painted or rendered masonry or the same brick as any House on the Property that does not exceed 1.3 metres in height and is filled with solid walls in complementary material; or
    - (B) visually permeable panels that does not exceed 1.2 metres in height;
  - (iv) where the Property is located on a corner, any corner truncation boundary fencing unless it is constructed of:
    - (A) limestone, painted or rendered masonry or the same brick as any House on the Property that does not exceed 1.3 metres in height and is filled with solid walls in complementary material; or
    - (B) visually permeable panels that does not exceed 1.2 metres in height;
  - (v) subject to item 1.6(b)(iv) any fencing on the balance of the secondary street boundary unless the fence is constructed of:
    - (A) limestone, painted or rendered masonry or the same brick as any House on the Property that does not exceed 1.8 metres in height with solid infill panels in complimentary material; or
    - (B) square topped timber palisades that does not exceed 1.72 metres in height; and
  - (vi) any fencing comprising Colorbond, capped metal, corrugated fibre cement, brushwood, on the Secondary Street boundary.
- (c) The Buyer must not take or permit any action to be taken to remove, alter, mark, or remove any wall or fence constructed by the Seller (unless additional blocks are required to be added to a retaining wall) on or about any of the boundaries of the Property, not to permit such wall or fence to become damaged, unsafe or fall into a state of disrepair, not to permit any roots or any tree, plant or building or other thing on the Property to cause such wall or fence to become structurally unsound and not to repair or renew such wall or fence except in the same style and colour and the existing wall and fence.

## 1.7 Landscaping

The Buyer must not permit garden areas on the Property and within public view to remain unlandscaped after six months of occupation of any House on the Property, including road verges that adjoin the Property.

## 1.8 Vehicle Repairs

The Buyer must not carry out or permit to be carried out on the Property any repairs, restorations or wrecking of any motor vehicle, boat, trailer or any other vehicle unless screened from public view at all times.

## 1.9 Submission of Plans for Approval

The Buyer must not commence, carry out, erect construct or alter any development on the Property without plans and specifications (including a finishes schedules) being first submitted to and approved by the Seller and compliance with any condition (consistent with the covenants) imposed by the Seller in giving the approval.

## 1.10 Appearance

- (a) The Buyer must not permit any rubbish disposal containers on the Property to be in front of the building line except on days allocated by the local Authority for rubbish collection from the Property.
- (b) The Buyer must not permit clothes hoists to be visible from any public street or thoroughfare.

- (c) The Buyer must not permit any satellite dish to be visible from any public street or thoroughfare.
- (d) The Buyer must not permit TV antennas to exceed 1 metres above the roof line of the House.
- (e) The Buyer must not construct or permit to be constructed on the Property:
  - (i) any air-conditioning unit unless it is of a similar colour to the roof of the House;
  - (ii) any solar hot water unit unless it matches the profile of the House; and/or
  - (iii) a letterbox unless it is clearly numbered and compliments the House.
- (g) The Buyer must not permit any "for sale" sign to be erected on the Property until construction of the House is at the lock up stage or later.

### 1.11 Services

- (a) Where the Property is burdened by an easement for the connection of water, gas and electrical services, the Buyer must not install any meters for such services unless they are wholly contained within the easement area with screening or other architectural treatment so that they are integrated into the landscaping or building design.
- (b) The Buyer must not install or permit to be installed any waste/vent pipes, refrigerant lines and/or cable ducts unless they are built into the walls of the House and not visible from any public street or thoroughfare.

### 1.12 Secondary Street Elevations

Where the Property is a corner Lot, a Buyer must not permit the front portion of the Secondary Street elevation of the House to be unarticulated or feature an unsuitable level of detail (including windows to habitable rooms which is inconsistent with that of the Primary Street elevation).

## 2. Definitions

In this Annexure B, words defined in Annexure A of this Contract have the same meaning and, unless the context otherwise requires or a contrary intention appears:

**Floor Area** means the area between the external walls of the House (inclusive of the garage) but excluding the alfresco area or outdoor patio.

**House** means a permanent, non-transportable residential dwelling.

**Outbuilding** means any building constructed on a Property other than a House including but not limited to any detached garage, workshop, garden area or storage shed.

**Primary Street** means, unless otherwise designated by the local government, the sole or principal public road that provides access to the major entry (front door) to a House.

**Secondary Street**, in relation to a corner lot, means the street that is not the Primary Street.

## 3. Time Limit

The above Protective covenants shall expire and cease to have effect from and including 31 December 2036.

## 4. Purchaser's Acknowledgment

- 3.1 The Buyer must make its own enquiries about the impact of the Protective Covenants imposed by the Seller as they affect the Property and shall be taken to have satisfied itself about the Protective Covenants prior to the Contract Date.
- 3.2 The Buyer acknowledges that the burden of the Protective Covenants in this annexure runs with the Land for the benefit of every other purchaser of land in the Burns Beach Estate excluding any land which is not residential, and shall be enforceable against the Buyer and every subsequent registered proprietor of the Land.
- 3.3 The Buyer acknowledges that each Protective Covenant is separate from the other and therefore if any Protective Covenant becomes invalid or unenforceable then the remaining Protective Covenants will not be affected and each remaining covenant will be valid and enforceable to the fullest extent permitted by law.
- 3.4 The Buyer acknowledges that the Protective Covenants will not be modified, surrendered, released, abandoned whether wholly or partially except with the Seller's written consent.