



## 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.



## Landscaping, Reticulation and Fencing Bonus Offers

The Seller agrees to provide, at the Seller's expense landscaping, reticulation and fencing, for the Property, on the terms and conditions set out below in this Annexure C:

### 1. Front Landscaping Bonus (Landscaping Bonus)

- 1.1. "Winter Green" or similar instant roll on turf to the front garden forward of the building line but within the Property boundaries.
- 1.2. Landscaping treatment to the verge area (unless previously provided) between the public street boundary of the Property and the back of the road kerb, as determined by the Seller, acting reasonably, and in accordance with the streetscape approval as agreed between the Seller and the local Authority. Possible treatments may include mulch, mulch and shrubs or "Winter Green" or similar instant roll-on turf.
- 1.3. Mulch or similar to garden bed areas.
- 1.4. An irrigation system limited to service the front garden forward of the building line, verge tree and verge area (where applicable) either supplied from the Buyer's mains water supply or, where the verge irrigation has been installed by the Seller as part of the overall streetscape, the verge irrigation only may be connected to a water supply controlled by the local Authority.
- 1.5. An assortment of shrubs.
- 1.6. A street tree (unless previously provided). The species will be in accordance with the street tree master plan for the Estate.

### 2. Side and Rear Fencing Bonus (Fencing Bonus)

- 2.1. The Seller agrees to provide, at the Seller's expense, the supply and erection of Colorbond fencing to the side and rear boundaries of the Property, except to areas forward of the building line (**Fencing**).
- 2.2. Where a side boundary of the Property abuts a public street or laneway, the Seller agrees to provide, at the Seller's expense, the supply and erection of a fence constructed of:
  - 2.2.1. 500x500mm wide x 1800mm high masonry piers with 100mm wide x 1720mm high brick infill panels from the truncation for the remainder of the boundary; and
  - 2.2.2. from the truncation to the building line, 500x500mm wide x 1800mm high masonry piers with 100mm wide x 1200mm high brick infill panels infilled with 500mm visually permeable fencing.
- 2.3. The designated colour for the Colorbond fence is to be 'Domain' or, if that colour is discontinued by Colorbond, the Colorbond colour that most closely matches the colour 'Domain'.

### 3. Terms & Conditions

- 3.1. The Buyer acknowledges and agrees that:
  - (a) the Landscaping Bonus and the Fencing Bonus are:
    - (i) personal to the Buyer, and
    - (ii) provided to the Buyer as an inducement for entering into this Contract; and

- (b) for the reasons specified in clause 3.1(a), the Landscaping Bonus and the Fencing Bonus will cease to be payable by the Seller if the Buyer transfers the Property to a third party prior to the due date for provision of the Landscaping Bonus and/or the Fencing Bonus.

3.2. The Landscaping Bonus and the Fencing Bonus are subject to and conditional upon the Buyer:

- (a) giving the Seller eight weeks' notice prior to the desired installation dates, which timeframe the Buyer acknowledges to be reasonable;
- (b) requesting the works the subject of the Landscaping Bonus and the Fencing Bonus within two months of occupation of the house on the Property, which timeframe the Buyer acknowledges to be reasonable;
- (c) accepting that the extent and amount of the Landscaping Bonus and the Fencing Bonus shall be determined by the Seller, acting reasonably;
- (d) accepting that the Landscaping Bonus and the Fencing Bonus are not redeemable for cash or any other product or service;
- (e) completing construction of and occupying the house on the Property within 24 months from the Settlement Date or such longer timeframe agreed to by the Seller in writing, acting reasonably;
- (f) not materially breaching any of the Restrictive Covenants as set out in Annexure B of this Contract; and
- (g) having received approval of the house plans and specifications from the Seller prior to commencement of construction of the house on the Property.

3.3. The Landscaping Bonus offer is also subject to and conditional upon the Buyer:

- (a) removing all rubbish and rubble and levelling the area to be grassed and reticulated in preparation for the landscaping works to commence;
- (b) ensuring the final level of the soil is approximately 40 mm (1.5 inches) below the top of that hard area, where the proposed turfed area meets the kerb, driveway or path;
- (c) installing a 90mm PVC stormwater pipe beneath the driveways, offset 4m from the front of the carport/garage where vehicle access to the Property is not from a rear laneway, to assist in minimising disruption to paving which may otherwise occur during installation of the irrigation system;
- (d) completing, signing and returning to the Seller the landscape voucher form provided by the Seller (**Landscaping Voucher**);
- (e) providing to the Seller's landscaping contractor a copy of the Property site plan to assist with the landscape design consultation;
- (f) allowing a street tree as per clause 1.6 to be installed centrally in the front verge;
- (g) approving the landscape design within three months of submission of the Landscaping Voucher, which timeframe the Buyer acknowledges to be reasonable;
- (h) providing the Seller's contractor with access to the Property within one month of approval of the landscape design under clause 3.3(g), which timeframe the Buyer acknowledges to be reasonable; and
- (i) maintaining the verge areas in accordance with any policy of any Authority, including the City of Joondalup, regarding verge maintenance.

3.4. The Fencing Bonus offer is also subject to and conditional upon, the Buyer:

- (a) removing all rubbish and rubble and levelling the area to be fenced;
- (b) ensuring that all survey pegs are in place;
- (c) obtaining each adjoining Lot owner's agreement that:

- (i) the dividing fence will not necessarily be exactly on the boundary between the Property and the adjoining Lot; and
  - (ii) in the case where there is retaining wall erected by the Seller on or near the boundary of the Property the dividing fence will be erected on the centreline of the retaining wall projected for the entire length of that boundary; and
- (d) where there is a difference in level on the boundary to be fenced, the Buyer either removing the soil or providing a suitable retaining wall at their own cost prior to the installation by the Seller.

3.5. The Buyer acknowledges and agrees that:

- (e) in the case of a corner block where masonry fencing is installed by the Seller, it will be installed as per the City of Joondalup's specification, entirely on the inside of the Lot boundary; and
- (f) in accordance with the Burns Beach Structure Plan, rear laneway fencing must be truncated at a 45 degree angle to provide a 1m x 1m visual truncation to the garage opening when the fence is located within 1 metre of the garage opening.

3.6. The Buyer acknowledges and agrees that the Landscaping Bonus:

- (a) can only be used to landscape the front garden and street verge and cannot be exchanged for landscaping of any other area; and
- (b) is for soft landscaping and reticulation and does not include any hard landscaping works (for example: paving, retaining walls and rockeries).