



## Protective Covenants

### 1. 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 Land Use

- (a) The Buyer must not use or permit the Property to be used other than for the construction and occupation of one permanent non-transportable single residential dwelling house; and
- (b) 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) at the front building line, the house is set back from each side boundary no further than 1.5m. Approval of setbacks from a side boundary at the front building line of greater than 1.5m is at the discretion of the Seller.
- (b) the house comprises not less than 2 storeys for lots with an area less than 400m<sup>2</sup>.
- (c) the house has a minimum Floor Area (as defined in Clause 2) of 180m<sup>2</sup> for lots with an area 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. Approval of other materials is at the discretion of the Seller;
- (b) roofs are covered with tiles or colourbond (no zincalume); and
- (c) roofs are 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;
- (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 or within the garage area; and
- (f) the buyer does not park or allow to be parked on the Lot or on the road or on any other Lot near or next to the lot any commercial vehicles including but not limited to trucks, utilities or private or commercial caravans, trailers, boats or any other mobile machinery (**commercial vehicles**) unless such vehicles are housed or contained within a carport or garage on the Lot 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 (including any detached garage, workshop, garden shed, storage shed or other 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

Side and rear boundaries must be fenced and gates must be constructed in complementary material.

The Buyer must not construct or permit to be constructed on the Lot:

- (a) 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', limestone, painted or rendered masonry or the same brick as any house on the property and is not less than 1.72 metres high;
- (b) 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 other similar material at a height of 1.8 metres;
- (c) any front fence or dividing fence forward of the front building line unless such a fence is constructed of limestone, painted or rendered masonry or the same brick as any house on the property with a maximum height of 1.3 metres in filled with solid walls in complementary material or visually permeable panels to a maximum height of 1.2 metres;
- (d) in the case of a corner lot any corner truncation boundary fencing unless it is constructed of limestone, painted or rendered masonry or the same brick as any house on the property with a maximum height of 1.3 metres in filled with solid walls in complementary material or visually permeable panels to a maximum height of 1.2 metres;
- (e) subject to item 1.6(d) any fencing on the balance of the secondary street boundary unless the fence is constructed of limestone, painted or rendered masonry or the same brick as any house on the property with a maximum height of 1.8 metres with solid infill panels in complimentary material or square topped timber palisades with a maximum height of 1.72 metres;
- (f) any fencing with colorbond, capped metal, corrugated fibre cement, brushwood, timber top fencing on the secondary street boundary; and
- (g) 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 adjoining road verges.

## 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 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.
- (e) Any air-conditioning must be of similar colour to the roof. Solar hot water units to match the profile of the house.
- (f) Letterbox to be clearly numbered and complimenting the house.
- (g) The Buyer must not permit any "for sale" sign to be erected on the Property until construction of the dwelling is at the lock up stage or later.

## 1.11 Services

- (a) Where the Lot is provided with an easement for the connection of water, gas and electrical services, install any meters unless they are contained within the easement area with screening or other architectural treatment to be integrated into the landscaping or building design; and
- (b) Permit installation of any waste/vent pipes, Refrigerant lines and cable ducts unless they are Built into walls and not visible from the street.

## **1.12 Secondary Street Elevations**

In case of a corner Lot, permit the front portion of the secondary street elevation 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. Floor Area**

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

## **3. Time Limit**

The above Protective covenants shall expire and cease to have effect from and including 31 December 2023.

## **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.

