

Restrictive Covenants Stage Windsor

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

1.2 HOUSE SIZE

- (a) Construct or permit to be constructed on the Property any house unless the house has a minimum Floor Area (as defined in Clause 2) of 180m² for cottage lots (being lots with an area less than 440m²) and not less than 250m² for other lots.
- (b) The Buyer must not construct or permit to be constructed on the Property any house unless the house comprises not less than 2 storeys for cottage lots (being lots with an area of less than 440m²).

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 of dominant masonry material with painted or coloured render/bagging, face brickwork, stone, rammed earth or blockwork. Approval of other materials is at the discretion of the Seller; and
- (b) pitched roofs at an angle of not less than 25 degrees or greater than 42 degrees or it is demonstrated to the Seller's satisfaction the merit of the design of low mono pitched skillion or flat roofs.

1.4 PARKING AND STOREROOM

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 4m² provided under the main roof of the house, garage and accessible from the exterior or within the garage area.

1.5 PARKING VEHICLES

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

1.6 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 10m² in Floor Area or more than 2 metres in height above the natural surface level of the Property or 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.

1.7 FENCING

- (a) The Buyer must not construct or permit to be constructed on the Property any front fence or dividing fence forward of the front building line unless such a fence is constructed of masonry piers with a maximum height of 1 metre or solid masonry walls with a maximum height of 0.8 metre or tall fencing infilled with visually permeable panels with a maximum height of 1.8 metres for masonry piers and a

maximum height of 1.6 metres for infill panels.

- (b) In the case of a corner lot the Buyer must not construct or permit to be constructed on the Property any secondary street fencing up to 4 metres behind the front building line unless it is constructed of masonry piers with a maximum height of 1 metre or solid masonry walls with a maximum height of 0.8 metre.
- (c) Subject to clause 1.7(b), the Buyer must not construct or permit to be constructed on the Property any fencing on the balance of the secondary street boundary unless the fence is constructed of painted or rendered masonry piers with a maximum height of 2 metres with infill panels or square topped timber palisades with a maximum height of 1.8 metres.
- (d) Secondary street boundaries must not be fenced with colourbond, capped metal, corrugated fibre cement, brushwood, timber top fencing.
- (e) Dividing side and rear boundary fencing will be provided by the Seller.
- (f) 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 for the purpose of retaining) 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 as the existing wall and fence.

1.8 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. In the case of display homes the garden areas are to be landscaped at practical completion.

1.9 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.

1.10 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

these covenants) imposed by the Seller in giving the approval.

1.11 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 or public open space
- (c) The Buyer must not permit any satellite dish to be visible from any public street or thoroughfare or public open space
- (d) The Buyer must not permit TV antennas to exceed 1 metres above the roof line in the direction of reception.
- (e) Any roof mounted air-conditioning or evaporative cooling plant must be of similar colour to the roof. Solar hot water panels to match the profile of the house and storage to be located in a position not visible from public view.
- (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 lot until construction of the dwelling is at the lock up stage or later.

1.12 SERVICES

- (a) Where the Property is provided with an easement for the connection of water, gas and electrical services, all meters are to be contained within the easement area with screening or other architectural treatment to be integrated into the landscaping or building design.
- (b) All waste/vent pipes, refrigerant lines and cable ducts are required to be built into walls and not to be visible from the street.

1.13 SECONDARY STREET ELEVATIONS

In the case of a corner lot, the front portion of the secondary street elevation must be articulated and feature a suitable level of detail including windows to habitable rooms which is consistent with that of the primary street elevation.

2. FLOOR AREA

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

3. TIME LIMIT

The above restrictive covenants shall expire and cease to have effect from and including 31 December 2020.

4. PURCHASER'S ACKNOWLEDGMENT

- 4.1 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.
- 4.2 The Buyer acknowledges that the burden of the protective covenants in this annexure runs with the Property 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 Property.
- 4.3 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 covenant will be valid and enforceable to the fullest extent permitted by law.
- 4.4 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.
- 4.5 The buyer acknowledges that the property may be subject to differential rating and assessment by the local authority