

YANCHEP GOLF ESTATE – PROTECTIVE COVENANTS (ANNEXURE B)

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 House

(a) The Buyer must not use or permit the Property to be used other than for the construction and occupation of a permanent non-transportable residential dwelling house except for lots which are capable of being developed as a duplex in line with the Residential Design Codes.

(b) The Buyer must not construct or permit to be constructed on the Property any house unless:

- (i) it complies with these Protective Covenants;
- (ii) the house has a minimum Floor Area (as defined in clause 4) of 100m² for cottage lots (being lots with an area less than 400m²) and not less than 150m² for other lots; and
- (iii) if there is retaining wall on or adjacent to the boundary of the Property, the house is positioned on the Property so as to ensure that it does not surcharge on that retaining wall.

1.2 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 any other materials is at the discretion of the Seller; and
- (b) roofs are covered with tiles or Colorbond (no zincalume).

1.3 Parking

(a) The Buyer must not construct or permit to be constructed on the Property any house unless:

- (i) the house contains an enclosed garage making provision for parking of not less than one motor vehicle or not less than two motor vehicles, side by side, in all other cases;
- (ii) 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;
- (iii) the driveway and crossover are constructed of paved materials using brick or block paving or reconstituted limestone or concrete but not standard broom finished in situ concrete or grey slab; and
- (iv) the garage is fitted with a segmented panel lift, roller or 'tilta' door to ensure security.

(b) The Buyer must not park or allow to be parked on the Property 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, caravans, trailers, boats or any other mobile machinery (commercial vehicles) unless such commercial vehicles are housed on the Property or screened behind the building line or unless when used during the normal course of business by a visiting tradesperson.

1.4 Retaining Walls

The Buyer must not alter, construct or permit to be constructed additional retaining walls on existing retained boundaries unless additional blocks are required to be added to a retaining wall, in which case engineering certification may be required.

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, golf buggy house or other outbuilding) which exceeds 20m² in Floor Area or more than 2 metres in height above the natural surface level of the Property unless it is constructed using the same materials as the house or houses (as the case may be) on the Property.

1.6 Fencing

(a) The Buyer must not commence to occupy any house constructed on the Property unless:

- (i) the boundaries of the Property are fenced; and
- (ii) the fences and all side and rear gates are constructed in a complementary material.

(b) The Buyer must not construct or permit to be constructed on the Property any side boundary fence that exceeds 1800 millimetres in height.

(c) The Buyer must not construct or permit to be constructed on the Property any side or back fence abutting any public open space or public reserve or road reserve unless such fence is constructed of Colourbond, limestone or the same brick as any house on the Property and is not less than 1800mm high;

(d) 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 in complementary materials and not exceed 1200 millimetres in height;

(e) 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, in which case engineering certification may be required) 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.

1.6 Laneway light easement

The Buyer must not construct or permit to be constructed on the Property any structure including house, wall or fence that projects into a laneway, light easement or road reserve.

1.7 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.

1.8 Rainwater Tanks

The Buyer must not permit any rainwater tank to be visible from any public street, public open space or thoroughfare.

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 in compliance with any condition (consistent with these 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 visible from any public street or thoroughfare or 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, public open space or thoroughfare.

(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 metre above the roof line in the direction of reception.

(e) The Buyer must not permit any air conditioning or evaporative cooling plant to be constructed on the roof unless it is of a similar colour to the roof.

(f) The Buyer must not permit any solar hot water system on the Property unless:

(i) the solar hot water panels match the profile of the house; and

(ii) the storage facilities for that system are located so as not to be visible from any public street, public open space or thoroughfare.

(g) The Buyer must not permit any letterbox to be constructed or installed on the Property unless the letterbox clearly numbers the Property and is in materials and colour which complement the house.

(h) The Buyer must not permit any "for sale" sign to be erected on the Property for a period of 5 years following Settlement.

1.11. Tree Retention

The Buyer must not undertake or allow to be undertaken any vegetation modification unless in accordance with the directions of the Seller.

1.12 Vehicular access

If the rear of the Property fronts a rear access lane, the Buyer must not construct on the Property any driveway, crossover or other works which would facilitate direct vehicular access onto the road fronting the Property.

2. Time Limit

The above protective covenants shall expire and cease to have effect from and including 31 December 2030.

3. Buyer's Acknowledgment

(a) 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.

(b) The Buyer acknowledges that the burden of the protective covenants in this Annexure runs with the Land for the benefit of every other buyer of land in the Yanchep Golf Estate excluding any land which is not residential, and shall be enforceable against the Buyer and every subsequent registered proprietor of the Land.

(c) 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.

(d) 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. Definitions

In this Annexure, unless the context otherwise requires or a contrary intention appears:

Garden Area means the area between the external walls of the house on the Property and the boundary of the Property.

Floor Area means the area between the external walls of any outbuilding.

Residential Design Codes means the State Planning Policy 3.1 prepared under section 26 of the Planning and Development Act 2005 (WA) by the Western Australian Planning Commission.