



## Annexure B

### Dunsborough Lakes – The Islands Stage 3

#### 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.

##### 1.2 DWELLING

The Buyer must not construct or permit to be constructed any house unless the house:

- (a) demonstrates strong architectural character and incorporates the use of colour and materials to provide considerable interest and individuality, particularly the front elevation by incorporating at least **two** of the following:
  - (i) lightweight materials such as weatherboard cladding which occupies a minimum of 25% of the front elevation; or
  - (ii) render which occupies a minimum of 70% of the front elevation (or if render is applied to 100% of the front elevation, also introducing a secondary colour); or
  - (iii) a roof gable; or
  - (iv) a balcony, portico or verandah; or
  - (v) a built in planter box; or
  - (vi) a front elevation comprised of a minimum of two different wall materials or different wall colours;
- (VII) Skillion or flat roof.
- (b) has a façade treatment with a feature element and a degree of articulation designed in the floor plan and roof to avoid straight flat sections to front walls (and in particular, at least one step in the floor plan mirrored in the roof design of a minimum 600mm (excluding the garage);
- (c) has a clearly defined entry;

##### 1.3 CORNER LOTS

The Buyer of a corner lot must not construct or permit to be constructed any house unless the house is designed to:

- (a) articulate the façade of the house to address the primary and secondary streets;
- (b) incorporate the same architectural treatment to the front façade and to the secondary street facade for a minimum of the first 4.5 metres of the façade adjacent to the secondary street.
- (c) incorporate a window treatment visible from the secondary street and within 4.5 metres of the front building line.

##### 1.4 GOLFCOURSE & DIRECT FRONTAGE PUBLIC OPEN SPACE LOTS

The Buyer of a golf course or direct frontage public open space lot must not construct or permit to be constructed any house unless the house is designed to:

- (a) incorporate at least one major opening from a habitable room to provide surveillance to the golf course or public open space.
- (b) screen all clothes drying and storage areas from the public open space or golf course
- (C) demonstrates strong architectural character and incorporates the use of colour and materials to provide considerable interest and individuality, particularly the rear elevation by incorporating at least **one** of the following:
  - (i) lightweight materials such as weatherboard cladding which occupies a minimum of 25% of the rear elevation; or
  - (ii) render which occupies a minimum of 70% of the rear elevation (or if render is applied to 100% of the rear elevation, also introducing a secondary colour); or
  - (iii) a roof gable; or
  - (vi) a rear elevation comprised of a minimum of two different wall materials or different wall colours;

##### 1.5 BUILDING MATERIALS

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

- (a) any house unless wall materials are predominantly constructed of painted or rendered concrete, clay bricks, limestone or timber frame construction, or other similar material;
- (b) double pitched roofs at an angle of not less than 24.5 degrees or greater than 45 degrees where the roof is visible from street or public access areas excluding any part of the roof which covers the verandah areas;
- (c) zincalume roofs.

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## 1.6 PARKING AND STOREROOM

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

- (a) any house unless the house contains a double garage making provision for parking of not less than two motor vehicles side by side;
- (b) any triple garage unless in a tandem or staggered configuration;
- (d) a driveway and the crossover between the road and the parking area on the Property which are not constructed and completed prior to occupation of the house;
- (e) a driveway and crossover which is not constructed of segregated pavers or quality in-situ concrete finished with a pattern or limestone washed aggregate or similar; or
- (f) a driveway which is wider than 6 metres at the street property boundary or less than 0.6 metres to the side boundary.

## 1.7 SHEDS/OUTBUILDINGS

- (a) 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 unless constructed in predominantly the same design and materials as the house.
- (b) The Buyer must not construct or permit to be constructed any outbuilding less than 20m<sup>2</sup> in Floor Area unless it is coloured to compliment the house.

## 1.8 FENCING

- (a) The Buyer must not construct or permit to be constructed on the Property any front fence or fence forward of the front face brickwork of the house, or adjoining house with a greater front setback, unless the front fencing as viewed from the street or a public space is less than 1.8m high and is at least 50% visually permeable above 900mm high and constructed predominantly of the same material as the main dwelling, being of limestone, rendered concrete, clay brick or other similar material. Materials and colours must be consistent or complementary to the primary street elevation.
- (b) In the case of a direct frontage golf course or public open space lot the Buyer must not construct or permit to be constructed on the Property boundary immediately abutting the golf course or public open space any fencing unless it is constructed of open style infill fencing not greater than 1.2m in height.
- (c) In the case of a corner lot the Buyer must not construct or permit to be constructed on the Property any secondary street fencing unless it is of brushwood material or limestone, rendered concrete, clay brick or other similar material.
- (d) The Buyer must not erect or permit to be erected any common boundary fencing unless it is constructed of "Colourbond" in 'domain' colour or brushwood or masonry material.
- (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 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 alter such wall or fence without the Seller's prior written consent.

- (f) The Buyer must not alter the surface level of the Property without the express permission of the Seller.
- (g) The Buyer must not occupy the property prior to completion of the fencing.

## 1.9 LANDSCAPING

The Buyer must not permit garden areas on the Property and within public view to remain unlandscaped after three months of occupation of any house on the Property, including adjoining road verges.

## 1.10 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.

## 1.11 PLANS & SPECIFICATIONS

Notwithstanding anything to the contrary contained in any protective covenants noted on the certificate of title to the Property:

1. the Buyer will not be obliged to submit plans and specifications with the Seller or the Seller's Agent; and
2. the Seller or the Seller's Agent will not be obliged to approve any plans and specifications.

## 1.12 APPEARANCE

- (a) Letterbox to be clearly numbered and match the style, colour and materials of the house.
- (b) Except for display houses, the Buyer must not erect or permit to be erected a 'for sale' sign on the Property for a period of 2 years after the Settlement Date.

## 1.13 SET BACKS

Set backs must be in accordance with the Residential R Codes except where varied by the Detailed Area Plans.

## 2. TIME LIMIT

The above protective covenants shall expire and cease to have effect 5 years from the date that certificate of title for the Property has issued.

## 3. BUYER'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 Property for the benefit of every other purchaser of land in the Deposited Plan excluding any land which is not residential, and shall be enforceable against the Buyer and every subsequent registered proprietor of the Property.
- 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 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

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