

YANCHEP

GOLF ESTATE

Restrictive Covenants Stage 8

1. Restrictive Covenants Relating to the Property

The Buyer acknowledges that the Property will be encumbered by and is sold subject to the restrictive covenants to be imposed by the Seller as set out below.

1.1 Land Use

The Buyer must not construct anything on the Property other than a House, shed, outbuilding or fence that complies with the restrictive covenants set out in this Annexure B.

1.2 House Size

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

- (a) the residence has a minimum floor area of 100 square metres if the Property is greater than 250 square metres; and
- (b) the residence has a minimum floor area of 80 square metres if the Property is less than or equal to 250 square metres.

1.3 House Positioning

If there is a retaining wall on or adjacent to the boundary of the Property, the Buyer must not construct or permit to be constructed on the Property any House unless a Structural Engineer has confirmed that the position of the house will not compromise the retaining wall (refer guidelines set out in Annexure D).

1.4 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 or such other materials as the Seller may consent to in writing; and
- (b) the roof of the residence is covered with tiles or Colorbond (zincalume is not permitted) in a colour that is not a dark heat absorbing colour;
- (c) it complies with the approved Local Development Plan a copy of which is included as Annexure N .

1.5 Parking

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

- (a) the House contains a garage (which, where the garage is visible from the Primary Street, is to be enclosed) making provision for parking of not less than one motor vehicle, and if more than one motor vehicle the parking is side by side where the frontage of the Property is greater than 10m;
- (b) the garage is fitted with a segmented panel lift, roller or 'tilta' door to ensure security;
- (c) a driveway and the crossover between the road and the parking area on the Property are constructed and completed prior to the occupation of the House; and
- (d) 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.

1.6 Vehicles

- (a) The Buyer must not permit the on-site parking of caravans, campers, camp trailers, boats or commercial vehicles on the Property except where they are screened from the street or public space behind the front building line.
- (b) 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.

1.7 Sheds/Outbuildings

The Buyer must not construct or permit to be constructed or bring onto the Property any Outbuilding which exceeds 20m² in floor area or more than 2 metres in height above the natural surface level of the Lot or is visible from any public street or open space unless constructed in the same materials as the House or unless the written consent of the Seller has first been obtained.

1.8 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 material.
- (b) The Buyer must not construct or permit to

be constructed on the Property:

- (i) any side boundary fence that exceeds 1800mm in height;
 - (ii) any side or back fence abutting any public open space or public reserve or road reserve unless such fence complies with the requirements of the Local Development Plan (in Annexure N) which fence is, for clarity, not to be visually impermeable and is not to be a Colorbond fence;
 - (iii) any boundary Colorbond fence unless the colour of the fence is 'Greyridge' (or such other colour as approved by the Seller) or, if that colour is discontinued by Colorbond, the Colorbond colour that most closely matches the colour 'Greyridge'; and
 - (iv) any front fence or dividing fence forward of the front building line unless such a fence is constructed in complimentary materials to the residence and does not exceed 1200mm in height from the finished level of the Property.
- (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, in which case materials used must be in the same colour and style as the existing and 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 lot 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 of the existing wall and fence.

1.9 Retaining Walls

The Buyer must not:

- (a) alter any existing constructed retaining wall on existing retained boundaries without engineering certification; or
- (b) construct or allow to be constructed any retaining walls on the Lot that are within public view unless they match both the materials and finish of other retaining walls within the Yanchep Golf Estate that are within public view.

2. Tree Retention

The Buyer must not undertake or allow to be undertaken any tree removal or other vegetation modification without the prior written consent of the Seller.

3. Further Parking Restrictions

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 Property any 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.

4. Submission of Plans for Approval

For as long as the Seller is the registered proprietor of a lot on the Subdivision Plan, 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 restrictive covenants) imposed by the Seller in giving the approval.

5. Yanchep Golf Course

Where the Property is a Lot that fronts the Golf Course, the Buyer must not commence, carry out, erect, construct or alter any development on the Property unless the Buyer has taken into account, in the design, plans and specifications for the dwelling and other improvements on the Property, the potential impact of golf balls being hit onto the Property from the Golf Course.

6. Appearance

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

- (a) clothes hoists or satellites or storage facilities which are visible from any public street or public open space or thoroughfare;
- (b) any rain water tank unless the tank is located so as to not be visible from any public street, public open space or thoroughfare; and/or
- (c) any solar hot water system unless:
 - (i) the solar hot water panels match the profile of the House constructed on the Property; 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.

7. Corner Lots

In relation to any lots that are located on a corner, the Buyer must not construct or permit to be constructed on the Property, a House or Fence unless it is designed to address both the Primary Street and the Secondary Street in accordance with Annexure N (Local Development Plan), which may be amended in accordance with Annexure F.

8. Time Limit

The above restrictive covenants shall expire and cease to have effect from and including 31 December 2036.

9. Buyer's Acknowledgments

- (a) The Buyer must make its own enquiries about the impact of these restrictive covenants as they affect the Property and shall be taken to have satisfied itself about these restrictive covenants prior to the Contract Date.
- (b) The Buyer acknowledges and agrees that:
 - (iii) the effect of registration of these

restrictive covenants on the Subdivision Plan pursuant to section 136D of the Transfer of Land Act will be that the burden of these restrictive covenants runs with the Land for the benefit of every other buyer of land in the Estate (excluding any Lot against which these restrictive covenants are not registered), and shall be enforceable against the Buyer and every subsequent registered proprietor of the Lots on the Subdivision Plan which are subject to these restrictive covenants;

- (iv) each restrictive covenant in this Annexure B is separate from the other and therefore if any restrictive covenant becomes invalid or unenforceable then the remaining restrictive covenants will not be affected and each remaining restrictive covenant will be valid and enforceable to the fullest extent permitted by law;
- (v) each restrictive covenant in this Annexure B is separate from the other and therefore if any restrictive covenant is unable to be registered on the Subdivision Plan pursuant to section 136D of the Transfer of Land Act, then the remaining restrictive covenants will not be affected;
- (vi) the restrictive covenants in this Annexure B will not be modified, surrendered, released, abandoned whether wholly or partially except with the Seller's written consent; and
- (vii) the Seller is under no obligation to the Buyer to enforce or attempt to enforce any of the restrictive covenants in this Annexure B against and other person, and the Seller will not be liable to the Buyer if the Seller declines to do so.

8.0 Definitions

In this Annexure, words defined in Annexure A of this Contract have the same meaning and, unless the context otherwise requires or a contrary intention appears:

House means a permanent, non-transportable residential dwelling.

Floor Area means the area between the external walls of any House or Outbuilding.

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.

Structural Engineer means a suitably qualified and certified structural engineer.

