

## ANNEXURE A

### JINDALEE BEACHSIDE ESTATE- RESTRICTIVE COVENANT

1. Clause 2 of this Annexure is an extract from the Deed of Restrictive Covenant to be registered at Landgate and the definition of the following words or phrases are defined in the Deed of Restrictive Covenant: "Lots", "Subdivision Plan", "the Owner", "Nominated Representative", "Owners of the Lots" and "the Land".

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#### 2 Restrictive Covenants

2.1 As to each of the Lots the Owner in its capacity as registered proprietor of each of these lots for itself and all of the Owners of the Lots and each of them pursuant to the provisions of Section 136D of the Act for the purpose of creation of a restrictive covenant on the Subdivision Plan HEREBY COVENANTS and AGREES that none of the Owners of the Lots shall at any time:-

2.1.1 construct, erect, build or install or permit to be constructed, erected, built or installed on any of the Lots or any part of them:

- (a) a residence other than a permanent non-transportable residential dwelling ("Dwelling");
- (b) a Dwelling with a total floor area of less than 200 square metres (measured from the outer faces of the external walls of such Dwelling but excluding any garage, carport, shed or other structure or building);
- (c) a Dwelling, unless the Dwelling or other building or structure adjoining the Dwelling contains a garage making provision for parking of not less than two motor vehicles, side by side;
- (d) a building or structure containing a garage which is not identical to the Dwelling in respect of the roof pitch, the materials used, the design, external appearance, including colour and the quality of construction;
- (e) a Dwelling which does not contain at least one of the following structures on each external wall fronting the street:-
  - i. a gable;
  - ii. a gablet;
  - iii. a bay window;
  - iv. a balcony;
  - v. a portico;
  - vi. a projecting corbel; or
  - vii. a verandah.
- (f) a Dwelling, or any other structure erection or building with walls which has a roof exceeding 20 square metres, with a roof pitch less than 25 degrees or greater than 45 degrees except for a flat roof hidden from public view from the street by parapet walling and excluding any part of the roof which covers the verandah areas;
- (g) a Dwelling or any alteration or addition to a Dwelling using external wall materials which are not either concrete, clay

bricks or limestone or similar material (finished in face work or render) or weather board, painted profiled fibre cement board, or coloured corrugated steel or a combination of these materials or where more than 60% of the materials used in the external walls are not masonry;

- (h) a Dwelling using roof materials which are not concrete or clay tiles or Colourbond metal;
- (i) any structure, erection or building with walls and which has a roof area exceeding 20 square metres which does not match or complement the Dwelling in respect of materials used, the design, external appearance, including colour and the quality of construction;
- (j) any structure, erection or building which uses zincalume, zinc-aluminium coated steel or natural aluminium or aluminium coloured sheeting for roofing or wall cladding unless such materials be of a non-reflective nature;
- (k) any building, structure, renovation works, additions or alterations which are not by their nature strictly for residential purposes;
- (l) a Dwelling unless all rear and side boundary fencing is constructed or completed prior to occupation of the Dwelling;
- (m) any side or rear fencing which:-
  - i. is less than 1800 millimetres in height;
  - ii. does not match or complement the Dwelling;
  - iii. extends forward of the building frontage setback line (or in the case of a corner Lot the designated building frontage setback line) unless such fence is constructed by the Owner prior to the commencement of the construction of the Dwelling; or
  - iv. is constructed using corrugated fibre cement sheeting or otherwise contains fencing materials other than painted Hardie Supalock panels, masonry, brushwood, Timberlap panelling or Colourbond corrugated steel.
- (n) any side or rear fencing not otherwise fronting the street which is not constructed with a brick, stone or limestone pier at least every 6 metres with a minimum dimension of 300 millimetres by 300 millimetres;
- (o) any side or rear fencing fronting the street which is not constructed with a brick, stone or limestone pier at least every 6 metres with a minimum dimension of 300 millimetres by 300 millimetres and which piers are at least 100mm higher than those parts of the fence between or next to the piers;
- (p) any fence along or in front of the building frontage setback line (or in the case of a corner Lot the designated building frontage setback line) unless:-

- i. such fence be part of the building design approved by the Owner and all materials used for such fencing be approved by the Owner; or
    - ii. such fence is constructed by the Owner prior to the commencement of the construction of a Dwelling.
  - (q) a Dwelling, unless a driveway and the cross-over between the road and the parking area on the Lot are constructed and completed prior to occupation of the Dwelling;
  - (r) a driveway crossover which is wider than 6 metres or less than 0.5 metres from any side boundary of the Lot or which is not constructed of brick paving or block paving;
  - (s) a letterbox which is not adjacent to the driveway, clearly numbered or is made of materials which do not match or complement the Dwelling;
  - (t) a solar hot water system, unless it is hidden from public view from the front of the Lot, fits the roof profile and is not elevated at any angle to the roof profile and otherwise matches or complements the Dwelling;
  - (u) an air conditioning unit or evaporative cooler, unless it is hidden from public view from the front of the Lot and is of similar colour to the roof or unless it is contained wholly within the volume of the building including the roof space between the ceilings of the Dwelling and the underside of the roof of the Dwelling;
  - (v) any roof mounted service or equipment (including but not limited to a free to air television antennas, a satellite dish or a radio antenna or aerial) to the roof of the Dwelling unless it is architecturally integrated into the Dwelling and of the same colour as the roof and hidden from public view; or
  - (w) a clothes line or rain water tank except in accordance with manufacturer's instructions and which is not screened from public view.
- 2.1.2 alter or remove or permit to be altered or removed any retaining wall or fencing on the Lot or on a boundary of the Lot constructed or built by the Owner or allow or permit such retaining wall or fencing to fall into a state of disrepair or repair or renew such retaining wall or fencing except in the same style and colour as the existing retaining walls and fences;
- 2.1.3 alter the level of the surface of the Lot by elevating the level by more than 0.5 metre if a retaining wall or fencing has been erected or installed by the Owner on the boundary of the Lot;
- 2.1.4 commence construction of a Dwelling on the Lot (or any part thereof) unless it has first obtained the consent of the Owner or its Nominated Representative to the proposed plans and specifications of the residence to be constructed. The Owner acknowledges that the Owner or its Nominated Representative shall automatically approve the plans and specifications of the proposed Dwelling if they comply with these restrictive covenants;
- 2.1.5 park or allow to be parked on the Lot or on the road or on any other land near to or next to the Lot, any commercial vehicle (which have an aggregate weight greater than 3.5 tonnes or a height greater than 2.0 metres) or caravans, trailers, boats or any other mobile machinery ("vehicles") unless the vehicles are housed or contained wholly within a garage on the Lot or are screened from public view;

- 2.1.6 carry out repairs to or restoration of any vehicle parked on the Lot or on the road or on any other land near to or next to the Lot unless such repairs or restoration is carried out wholly within a garage on the Lot or screened from public view;
- 2.1.7 erect or display or cause to be erected or displayed on the Lot or any part thereof, a sign, boarding or advertising of any description whatsoever other than a sign erected by a builder of the Dwelling in accordance with the Builders Registration Act or a "For Sale" sign erected after the Dwelling has been constructed and completed on the Lot in accordance with the plans and specifications approved by the Owner or its Nominated Representative under clause 2.1.4, or after the period of after the period of two years has lapsed from the date of settlement of the purchase of the Lot;
- 2.1.8 use or open or allow to be used or opened, any Dwelling erected on the Lot for display purpose; or
- 2.1.9 breach or caused to be breached the Jindalee Beachside Estate Development Conditions and Building Guidelines relating to each of the Lots.

3 **Burden of Restrictive Covenants**

The land to be burdened by the Restrictive Covenants created pursuant to clause 2 is each of the Lots.

4 **Benefit of Restrictive Covenants**

The land to be benefited by the Restrictive Covenants created pursuant to clause 2 is each of the Lots.

5 **Term of Restrictive Covenants**

The Restrictive Covenants are intended to run with each of the Lots until the day being ten (10) years after the date of issuing of all of the separate Duplicate Certificates of Title for the Lots after which date the Restrictive Covenants will expire and be of no further force and effect.

6 **Modification of Restrictive Covenants**

The Restrictive Covenants shall not be modified, surrendered, released or abandoned either wholly or partially except with the prior written consent of the registered proprietors of all of the Lots, from time to time. The registered proprietor of any Lot, from time to time, shall not make an application to any Court, the Registrar of Titles, Landgate or any other local authority for the partial or total modification, removal or extinguishment of the Restrictive Covenants prior to expiry of the term specified in clause 5 except with the prior written consent of the registered proprietors for the time being of all of the other Lots.

7 **Encumbrances**

The Lots are encumbered by a notification created under s.70A of the *Transfer of Land Act 1893* which records that the Lots may be affected by high development.

**[INSERT ACKNOWLEDGEMENT CLAUSE HERE]**