



Restrictive Covenants

1. Restrictive Covenants relating to the Property

- (a) The Buyer acknowledges that the Property will be encumbered by and is sold subject to the restrictive covenants, designed to protect and enhance the amenity of the Brabham Estate (**Estate**) to be imposed by the Seller as set out below (**Restrictive Covenants**).
- (b) The Buyer must comply with the Restrictive Covenants.

2. Building Materials

The Buyer must not construct or permit to be constructed on the Property any house unless it complies with;

- (a) The Brabham Design Guidelines, a copy of which has been provided to the Buyer; and
- (b) The approved Local Development Plan a copy of which is included as Annexure N (if any).

3. 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.

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

5. 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 government for rubbish collection from the Property. A dedicated bin storage area is required behind the front building line of the dwelling and behind the side fence return for traditional lots, and behind rear fence or within the garage for terrace lots accessed by a lane way.
- (b) The Buyer must not permit clothes hoists to be visible from any public street or thoroughfare.
- (c) The Buyer must not permit any satellite dish to be visible from any public street or thoroughfare.
- (d) The Buyer must not permit TV antennas to exceed 3 metres above the roof line.
- (e) The Buyer must not permit any solar hot water units to be installed on the Property unless it matches the profile of the house.
- (f) The Buyer must ensure that any letterbox is clearly numbered and compliments the house. Letterboxes on single poles are not permitted.
- (g) The Buyer must ensure that photo-voltaic panels not be obtrusive when viewed from the street and are to be located to protect the visual amenity of surrounding properties.
- (h) The Buyer must ensure that all ground mounted services must not be visible from the street or any public spaces.

6. Car Parking

On-site parking of caravans, campers, camp trailers, boats or commercial vehicles must be screened from the street or public space behind the front building line.

7. Outbuildings

Unfinished metal sheds of any size are not permitted to be constructed on the Property.

8. Developer Works

Where the developer has constructed an entry statement, retaining wall or fence on the Property, it is to be maintained by the owner to the standard to which it was constructed by the developer.

9. Retaining Walls

Any modifications to existing retaining walls must be approved by the developer and must be constructed in the same materials and colours of existing walls. Pre-cast concrete "panel and post" retaining walls are not permitted.

10. Streetscapes and Verges

The Buyer must maintain any verge that is adjacent to the Property. This includes the verge on the primary street as well as the secondary street interface for corner lots.

11. Time Limit

The Restrictive Covenants shall expire and cease to have effect from and including 31 December 2030.

12. Buyer's Acknowledgments

- (a) The Buyer must make its own enquiries about the impact of the Restrictive Covenants as they affect the Property and shall be taken to have satisfied itself about the Restrictive Covenants prior to the Contract Date.
- (b) The Buyer acknowledges that the burden of the Restrictive Covenants runs with the Land for the benefit of each other buyer of Lots on the same deposited plan as the Property excluding any land which is not residential, and shall be enforceable against the Buyer and every subsequent registered proprietor of the Land.
- (b) The Buyer acknowledges that each Restrictive Covenant 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 covenant will be valid and enforceable to the fullest extent permitted by law.
- (c) The Buyer acknowledges that the Restrictive Covenants will not be modified, surrendered, released, abandoned whether wholly or partially except with the Seller's written consent.