



Protective Covenants

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.

2. BUILDING MATERIALS

The Buyer must not construct a House on the Property 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 consents to in writing; and
- (b) the roof of the House is covered with tiles or Colorbond (zincalume is not permitted).

3. PARKING

(a) The Buyer must not construct a House on the Property unless:

- (i) a driveway and a crossover between the road and the parking area on the Property are constructed and completed prior to occupation of the House;
- (ii) the House contains an enclosed garage making provision for parking of at least one motor vehicle or two motor vehicles side by side, incorporated under the main roof of the House;
- (iii) the driveway and crossover are constructed of paved materials using brick or block paving but not in situ concrete or grey slabs or such other materials that the Seller consents to in writing; and
- (iv) the garage is fitted with a segmented panel lift, roller or 'tilta' door to ensure security.

(a) The Buyer must not park or allow to be parked on the Property or on the road any Commercial Vehicle unless such Commercial Vehicle is screened behind the building line of the Property or being used during the normal course of business by a visiting tradesperson.

4. RETAINING WALLS

The Buyer must not:

- (a) alter any existing constructed retaining wall on existing retained boundaries unless additional blocks are required to be added, in which case engineering certification may be required; 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 Elavale Estate that are within public view.

5. 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.

6. 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 side and rear gates are constructed in complementary material.

(b) The Buyer must not construct or permit to be constructed:

- (i) any fence forward of the building line unless such fence is constructed of permeable fencing no higher than 1.2 metres or painted rendered masonry, brick or limestone piers no higher than 1.2 metres in height;
- (ii) any side boundary fence that exceeds 1.8 metres in height;
- (iii) any fence abutting a laneway (excluding fencing forward of the building line) unless such fencing is constructed to a maximum height of 1.8 metres with the lower 1.5 metre portion of such fence being constructed of either painted rendered masonry, brick, limestone or proprietary brand Colorbond metal fencing in the colour 'Woodland Grey' (or, if that colour is discontinued by Colorbond, the Colorbond colour that most closely matches the colour 'Woodland Grey') and the upper 0.3 metre portion being constructed of visually permeable fencing;
- (iv) any boundary fence abutting any public open space or public reserve or road reserve unless such fence is constructed of Colorbond metal fencing in the colour 'Woodland Grey' (or, if that colour is discontinued by Colorbond, the Colorbond colour that most closely matches the colour 'Woodland Grey'), limestone or the same brick as any brick on the property and is of a height of 1.8 metres; and any gate unless it is constructed of material that is complementary to the fence.

(c) The Buyer must not take or permit any action to be taken to remove, alter, mark or removal 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 in the same style and colour as the existing wall and fence.

7. 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 construct or permit to be constructed on the Property:
- (i) clothes hoists or satellites or storage facilities or solar panels which are visible from any public street or public open space or thoroughfare unless required for solar catchment purposes; or
 - (ii) any solar hot water system unless:
 - (A) the solar hot water panels match the profile of the House; and
 - (B) the storage facilities for that system are located so as not to be visible from any public street, public open space or thoroughfare.
- (c) The Buyer must install a letterbox on the primary street frontage, and must ensure that:
- (i) the letterbox is clearly numbered; and
 - (ii) there is a grassed or paved pathway between the boundary of the Property (adjacent to the letterbox) and the verge of the Property to facilitate access to the letterbox by postal delivery services.
- (d) The Buyer must not permit any air conditioning plant installed at ground level to be visible from the street, or for air conditioning plant to be installed on the roof unless it is of similar colour to the roof.

8. CORNER LOTS

Where the property is situated on a corner or intersection of two public road reserves, the Buyer must not construct or permit to be constructed a House or Fence, unless it is designed to address both the Primary Street and the Secondary Street in the following manner:

- (a) The House shall have habitable rooms facing the Primary Street and the Secondary Street;
- (b) The Secondary Street elevation of the House shall be articulated and feature a suitable level of detail that is consistent with the Primary Street elevation; and
- (c) The Secondary Street or laneway boundary fencing must not extend forward of a point 4 metres behind the front building line unless all such fencing along the Primary and Secondary Streets is constructed of painted rendered masonry, brick or limestone piers no higher than 1.2 metres in height and infilled with either solid painted rendered masonry, brick, limestone or visually permeable panels to a maximum height of 1.0 metre, with fencing to the secondary street not forward of the 4m setback being no higher than 1.8m with the lower 1.5m portion of such fence being constructed of either painted rendered masonry, brick, limestone or proprietary brand Colourbond metal fencing in the colour 'Woodland Grey' or, if that colour is discontinued by Colourbond, the Colourbond metal colour that most closely matches the colour 'Woodland Grey', and the upper 0.3m portion being constructed of visually permeable fencing.

9. LANEWAY LIGHT EASEMENT

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

10. ROLLER SHUTTERS

Rollers shutters shall not be installed to any window or

doorway visible from public space, apart from garage door opening.

11. ROOF DESIGN

The Buyer must not construct or allow to be constructed any House on the Lot with a roof comprising corrugated metal roofing or tiles in the following colours:

Corrugated Metal Roofing Colorbond or Equivalent		Tiles
Basalt	Classic Cream	Dark/Ebony
Cottage Green	Deep Ocean	Dark charcoal greys
Headland	Ironstone	Bright orange/Terracotta
Jasper	Mangrove	Red
Manor Red	Monument	Overly variegated blends such as red/charcoal and terracotta blends
Night Sky	Pale Eucalypt	
Wallaby	Woodland Grey	

12. 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:
 - (i) 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;
 - (ii) 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;
 - (iii) 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;
 - (iv) 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
 - (v) 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.

13. 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:

Commercial Vehicle means any vehicle other than a passenger car licensed for private use, including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery.

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

House means a permanent, non-transportable residential dwelling.

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.