



## Restrictive Covenants Stage 3

### 1.0 Restrictive Covenants Relating to the Property

The Buyer acknowledges that:

- (a) The Property will be encumbered by and is sold subject to the restrictive covenants, designed to protect and enhance the amenity of the Golden Bay Estate (**Estate**) for the benefit of all owners of property in the Estate, to be imposed by the Seller as set out below (**Restrictive Covenant**).
- (b) The Restrictive Covenant will be included in the Transfer to be executed by the Buyer and the Seller, and that the Restrictive Covenant will be registered over the Certificate of Title to the Property.
- (c) The Buyer must comply with the Restrictive Covenant in the construction of the dwelling house and any other improvements on the Property.

### 1.1 Land Use

- (a) The Buyer must not use or permit the Property to be used other than for the construction and occupation of a permanent non-transportable single residential dwelling house, except where the Residential Design Codes provide for in excess of one dwelling.
- (b) For the purpose of this clause 1.1, a non-transportable single residential dwelling house means a single residential dwelling house that is not constructed in whole or in part or parts off the Property and subsequently transported to and assembled or placed on the Property and which is by the nature of its construction or affixation easily capable of being removed and transported from the Property.

### 1.2 Building Materials

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

- (a) The Seaside Golden Bay Design Guidelines, a copy of which has been provided to the purchaser/s.

### 1.3 Lots 637 to 640 and 642 to 651 inclusive

In respect of Lots 637 to 640 and 642 to 651 (inclusive):

- (a) All dwellings are rear lane (Jundee Lane) vehicular access.
- (b) All dwellings for lots 637 to 640 and 642 to 651 (inclusive) shall be designed to address Aurea Boulevard or Elvire Grove with major openings and the main entry to the buildings accessible (excluding vehicular access) via this frontage.
- (c) Setbacks shall be determined to be in accordance with the Golden Bay Structure Plan and Residential R Codes.
- (d) Any uniform fencing, stairs or letter boxes shall not be altered or amended without council or developer approval.

### 1.4 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.

### 1.5 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 compliance with any condition (consistent with the covenants) imposed by the Seller in giving the approval.

### 1.6 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 authority for rubbish collection from the Property.
- (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) Any air-conditioning must be of similar colour to the roof. Solar hot water units to match the profile of the house.
- (f) Letterbox to be clearly numbered and complimenting the house.

## **2. Time Limit**

The above restrictive covenants shall expire and cease to have effect from and including 31 December 2031.

## **3. Purchaser's Acknowledgment**

- 3.1 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.
- 3.2 The Buyer acknowledges that the burden of the Restrictive Covenants in this annexure Golden Bay Estate excluding any land which is not residential, and shall be enforceable against the Buyer and every subsequent registered proprietor of the Land.
- 3.3 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.
- 3.4 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.