

## 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.

#### 1.1 Non-transportable Residential Dwelling House

The Buyer must not use or permit the Property to be used other than for the construction and occupation of a permanent Non-transportable Residential Dwelling House.

#### 1.2 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 Owners may consent to in writing; and
- (b) the roof of the residence is covered with tiles or Colorbond sheeting (zincalume is not permitted).

#### 1.3 Parking

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

- (a) the house contains a carport or garage.
- (b) a driveway and the crossover between the road and the parking area on the Property are constructed and completed prior to occupation of the house; and
- (c) the driveway and crossover are constructed of paved materials using brick or block paving or concrete.

#### 1.4 Landscaping

The Buyer must not permit garden areas on the Property and within public view to remain unlandscaped after six months of occupation of any house on the Property, including adjoining road verges.

#### 1.5 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.

### 1.6 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 schedule of finishes) being first submitted to and approved by the Developer and compliance with any condition (consistent with the covenants) imposed by the Developer in giving the approval.

### 1.7 Fencing

The Buyer must not construct or permit to be constructed:

- (a) any fencing forward of the front building line unless such fencing is constructed of brick, painted rendered masonry or limestone piers, does not exceed 1.2 metres in height and is infilled with timber or wrought iron to a maximum height of 1.0 metre; and
- (b) any proprietary brand Colorbond fencing on the Property unless in the colour nominated by the Developer.

## 2. Time Limit

The above restrictive covenants shall expire and cease to have effect from and including 1 July 2019.

## 3. Purchaser's Acknowledgment

- (a) The Buyer must make its own enquiries about the impact of the restrictive covenants imposed by the Seller 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 in this annexure runs with the Land for the benefit of every other purchaser of land in the Estate excluding any land which is not residential, and shall be enforceable against the Buyer and every subsequent registered proprietor of the Land.
- (c) 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.
- (d) 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.

#### 4. Definitions

In this Annexure unless the context otherwise requires or a contrary intention appears:

- (a) **Developer** means Peet No 73 Pty Limited ACN 109 887 078 or related body corporate (as defined in the *Corporations Act 2001* (Cth)) of that company.
- (b) **Non-transportable Residential Dwelling House** means a residential dwelling house that is not constructed in whole or in parts off the Property and subsequently transported to and assembled or placed on the Property and is not by the nature of its construction or affixation easily capable of being removed or transported from the Property.
- (c) **Residential Design Codes** means the State Planning Policy 3.1 prepared under section 26 of the Planning and Development Act by the Planning Commission.