LAKELANDS

Restrictive Covenants
Stage 61

1. Restrictive Covenants Relating to the Property

The registered proprietor of a lot shall not construct, erect or install or permit to be constructed, erected or installed on their lot**:**

1.1 LAND USE

Anything other than a residence, a shed, outbuilding or fence that complies with the restrictive covenants.

1.2 HOUSE SIZE

Subject to the minimum open space requirements as set out in the Residential Design Codes, a residence unless the residence is in compliance with Annexure N – Detailed Area Plan.

1.3 BUILDING MATERIALS

A residence 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 colourbond (zincalume is not permitted).

1.4 PARKING

A residence unless:

(a) the residence contains a garage;

(b) a driveway and a crossover between the road and the parking area on the lot are constructed and completed prior to occupation of the residence;

(c) the lot is able to be subdivided further after settlement, the residence contains an enclosed garage making provision for parking of at least one motor vehicle, incorporated under the main roof of the residence;

(d) 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 Owners may in their absolute discretion consent to in writing; and

(e) the location of the garage is in compliance with Annexure N – Detailed Area Plan.

1.5 SHEDS/OUTBUILDINGS

The Buyer must not constructed or permit to be constructed or bring onto the Lot any Outbuilding which exceeds $20m^2$ in floor area or more than 2 metres in height above the natural surface level of the residence or is visible from any public street or open space unless constructed in the same materials as the residence or unless the written consent of the Owners has first been obtained.

1.6 FENCING

(a) any fence forward of the building line unless such fence is constructed of painted rendered mansonry, brick or limestone piers no higher than 1.2 metres in height and infilled with timber or wrought iron at a height of not more than 1 metre, except for lots 101-116 (inclusive), 140-144 (inclusive), 287, 288, 295, 299 & 300-309 (inclusive), where uniform fencing will be constructed forward of the building line by the seller, to a height of no greater than 1.2m.

(b) 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 ‘grey ridge’ and the upper 0.3 metre portion being constructed of visually permeable fencing.

(c) any boundary fence abutting any public open space or public reserve or road reserve unless such fence is constructed of ‘grey ridge’ colorbond limestone or the same brick as any brick on the property and is of a height of 1.8 metres.

(d) any gate unless it is constructed of complimentary material to the fence.

(e) any retaining walls that are within public view unless they are constructed to match in terms of both materials and finish other retaining walls within the Lakelands Private Estate that are within public view.

1.7 LANDSCAPING

The registered proprietor must not permit garden areas on the lot and within public view or forward of the building setback to remain

unlandscaped after six months of occupation of any house on the lot including adjoining road verges

1.8 FURTHER PARKING RESTRICTIONS

The registered proprietor of a lot must not Park or allow to be parked on the lot or on the road or on any other lot near or next to the lot any commercial vehicles including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery ("commercial vehicles") unless such commercial vehicles are housed or contained within a garage on the lot or behind the building line, unless when used during the normal course of business by a visiting tradesperson.

1.9 VEHICLE REPAIRS

The registered proprietor of a lot must not carry out or permit to be carried out on their lot any repairs, restorations or wrecking of any motor vehicle, boat, trailer or any other vehicle unless screened from public view at all times.

1.10 SUBMISSION OF PLANS FOR APPROVAL

The registered proprietor of a lot must not commence, carry out, erect, construct or alter any development on their lot without plans and specifications (including finishes schedules) being first submitted to and approved by the Owners and compliance with any condition (consistent with the restrictive covenants) imposed by the Owners in giving the approval.

1.11 APPEARANCE

The registered proprietor of a lot must not permit:

(a) any rubbish disposal containers on their lot to be stored or positioned in front of the building line except on days allocated by the local authority for rubbish collection from their lot;

(b) clothes hoists to be visible from the street on which the residence is located;

(c) any satellite dish to be visible from the street on which the residence is located;

(d) TV, radio or communication antennas to be visible above the roofline from the street on which the residence is located;

(e) any external airconditioning unit to be installed unless it is of similar colour to the roof; or

(f) any solar hot water unit to be installed on the roof of a residence unless it matches the profile of the residence.

(g) any letter box that is not clearly numbered and that does not compliment the residence.

(h) any "for sale sign" to be erected on the property until construction of the residence is at lock up stage or later.

(i) any action to be taken to remove, alter or mark any wall or fence constructed by the Owners (unless additional blocks are required to be added for the purpose of retaining) on or about any of the boundaries of the lot.

(k) such wall or fence to become damaged, unsafe or fall into a state of disrepair.

(l) any roots or any tree, plant or building or other thing on the lot to cause such wall or fence to become structurally unsound and not to repair or renew such wall or fence except in the same style, material and colour as the existing wall and fence.

1.12 CORNER LOTS

In relation to any lots, that are located on a corner, the Buyer must not construct or permit to be constructed on the Property, a House unless it is designed to address both the Primary Street and the Secondary Street in accordance with the following:

(a) Annexure N – Detailed Area Plan.

2. DEFINITIONS

In this annexure, unless the contrary intention appears:

(a) **"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.

(b) **"Floor Area"** means the walkable area between the internal walls of the House including any alfresco area located under the main roof of the House, including the area of any garage.

(c) **"House"** means a permanent non-transportable single residential dwelling.

(d) **"Outbuilding"** means any building constructed on the Property other than a House, including but not limited to any detached garage, workshop, garden shed, or storage shed.

(e) **"Primary Street"**, in relation to a corner lot, means the street that the shorter boundary of the lot faces.

(f) **"Secondary Street"**, in relation to a corner lot, means the street that the longer boundary of the lot faces.

3. TIME LIMIT

The above restrictive covenants shall expire and cease to have effect from and including 31 December 2020.

4. BUYER'S ACKNOWLEDGMENT

5.1 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.

5.2 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 The Chase excluding any land which is not residential, and shall be enforceable against the Buyer and every subsequent registered proprietor of the Land.

5.3 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.

5.4 The Buyer acknowledges that the restrictive covenants will not be modified, surrendered, released or abandoned, whether wholly or partially, except with the Seller's written consent.