



Restrictive Covenants Stage 67

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 – Local Development 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 that is in compliance with Annexure N – Local Development Plan;
- (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

1.5 SHEDS/OUTBUILDINGS

The Buyer must not constructed or permit to be constructed or bring onto the Lot any Outbuilding which exceeds 20m² 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 permeable fencing no higher than 1.2 metres or painted rendered masonry, brick or limestone piers no higher than 1.2 metres in height.
- (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, except for lots 581-585, 564 and 566, where the Seller will install permeable fencing along the boundaries abutting the public open space.
- (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 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.

1.8 APPEARANCE

The Buyer must not construct or permit to be constructed on the Property;

- (a) 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;

- (b) any solar hot water system unless:
 - (i) the solar hot water panels match the profile of the house; and
 - (ii) the storage facilities for that system are located so as not to be visible from any public street, public open space or thoroughfare.

- (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.

1.9 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 – Local Development Plan.

1.10 TIME LIMIT

The above restrictive covenants shall expire and cease to have effect from and including 31 December 2024.

1.11 BUYER'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 Lakelands Private 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 or abandoned, whether wholly or partially, except with the Seller's written consent.

1.12 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.