



Protective Covenants Stage 68

1. Protective Covenants Relating to the Property

The Buyer acknowledges that the Property will be encumbered by and is sold subject to the protective covenants to be imposed by the Seller as set out below.

1.1 LAND USE

The Buyer must not construct anything on the Property other than a House, shed, outbuilding or fence that complies with these protective covenants.

1.2 HOUSE SIZE

Subject to the minimum open space requirements as set out in the Residential Design Codes, the Buyer must not construct a House on the Property unless the House complies with Annexure N – Local Development Plan.

1.3 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).

1.4 PARKING

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

- (a) the House contains a garage that complies with Annexure N – Local Development Plan;
- (b) 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;
- (c) where the Property is able to be subdivided further after settlement, the House contains an enclosed garage making provision for parking of at least one motor vehicle, incorporated under the main roof of the House;
- (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 Seller consents to in writing; and

1.5 SHEDS/OUTBUILDINGS

The Buyer must not constructed 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 House 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.

1.6 FENCING

The Buyer must not construct or permit to be constructed:

- (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 'Ironstone' (or, if that colour is discontinued by Colorbond, the Colorbond colour that most closely matches the colour 'Ironstone') 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 Colorbond metal fencing in the colour 'Ironstone' (or, if that colour is discontinued by Colorbond, the Colorbond colour that most closely matches the colour 'Ironstone'), 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; or
- (e) any retaining walls that are within public view unless they match both the materials and finish of other retaining walls within the Lakelands Estate that are within public view.

1.7 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 in compliance with any condition (consistent with these protective covenants) imposed by the Seller 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; or
- (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.

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 Annexure N (Local Development Plan).

1.10 TIME LIMIT

The above protective 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 protective covenants imposed by the Seller as they affect the Property and shall be taken to have satisfied itself about the protective covenants prior to the Contract Date.
- (b) The Buyer acknowledges that the burden of the protective 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 protective covenant is separate from the other and therefore if any protective covenant becomes invalid or unenforceable then the remaining protective 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 protective 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.
- (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" means, unless otherwise designated by the local government, the sole or principal public road that provides access to the major entry (front door) of the House.
- (f) "Secondary Street" means in relation to a corner lot, means the street that is not the Primary Street.