



# LAKELANDS

## Restrictive Covenants Stage 31

### 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 Land Use

The Buyer must not use or permit the Property to be used other than for the construction and occupation of one permanent non-transportable single residential dwelling house.

#### 1.2 House Size

Construct or permit to be constructed on the Property any house unless the house has a minimum Floor Area (as defined in clause 2) of:

- (a) 165m<sup>2</sup> for any Property ranging in area from 401m<sup>2</sup> to 589m<sup>2</sup>;
- (b) 180m<sup>2</sup> for any Property with an area of 590m<sup>2</sup> or greater.

#### 1.3 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. Approval of other materials is at the discretion of the Seller; and
- (b) roofs are covered with tiles or colourbond (no zincalume).

#### 1.4 Parking

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

- (a) the house contains an enclosed garage making provision for parking of not less than two motor vehicles, side by side and is incorporated under the main roof of the house except as described in clause 4;
- (b) the garage is fitted with a segmented panel lift, roller or 'tilta' door;
- (c) 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
- (d) the driveway and crossover are constructed of paved materials using brick or block paving but not in situ concrete or grey slabs. Approval of other materials is at the discretion of the Seller.

### 1.5 Sheds/Outbuildings

The Buyer must not construct or permit to be constructed or bring on to the Property any outbuilding (including any detached garage, workshop, garden shed, storage shed or other outbuilding) ('Outbuilding') which:

- (a) exceeds 20m<sup>2</sup> in Floor Area;
- (b) exceeds 2 metres in height above the natural surface level of the Property;

unless constructed in the same materials as the house or houses (as the case may be) on the Property.

### 1.6 Fencing

- (a) Boundaries must be fenced and gates are to be in a complementary material.

- (b) The Buyer must not construct or permit to be constructed on the Property any boundary fence including any fence abutting any public open space or public reserve or road reserve unless such fence is constructed of colourbond, limestone or the same brick as any house on the Property and is at a height of 1800mm.

- (c) The Buyer must not:

- (i) take or permit any action to be taken to remove, alter, mark, or remove any wall or fence constructed by the Seller (unless additional blocks are required to be added to a retaining wall) on or about any of the boundaries of the Property;
- (ii) permit such wall or fence to become damaged, unsafe or fall into a state of disrepair;
- (iii) permit any roots or any tree, plant or building or other thing on the Property to cause such wall or fence to become structurally unsound; and
- (iv) repair or renew such wall or fence except in the same style and colour as the existing wall and fence.

- (d) The Buyer must not construct or permit to be constructed any fencing forward of the front building line unless such fencing consists of side and front fencing together, constructed of brick, rendered brick or limestone piers and infilled with timber or wrought iron at a height of not more than 1200mm .

### 1.7 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.

### 1.8 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.

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

### 1.10 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, radio or communication antennas to be visible above the roofline from the main street on which the dwelling is located.
- (e) No external air-conditioning unit is to be installed unless it is of a colour similar to the roof.
- (f) No solar hot water unit is to be installed unless it matches the profile of the house.
- (g) No Letterbox is to be installed unless it is clearly numbered and complements the house.
- (h) The Buyer must not permit any "for sale" sign to be erected on the Property until construction of the dwelling is at the lock up stage or later.
- (i) The Buyer must not park or allow to be parked on the Property or on the road or on any other Property near or next to the Property 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 Property or behind the building line, unless when used during the normal course of business by a visiting tradesperson.

### 2. Floor Area

For the purpose of the above restrictive covenants, 'Floor Area' means the area between the outside of the external walls of the house including any alfresco area located under the main roof of the house, but excluding the area of any carport or garage.

### 3. Time Limit

The above restrictive covenants shall expire and cease to have effect from and including 31 December 2016.

### 4. Detailed Area Plan

In respect of Lots 2118 - 2127 (inclusive), 2129, 2130, 2132, 2133 & 2135:

- a) The dwelling must comply with all aspects outlined in Clause 4 of the Detailed Area Plan.
- b) No modifications will be permitted to the front fencing constructed by the Seller on lots 2118 - 2126 (inclusive).
- c) The Buyer must construct a brick paved footpath from the house entry to the front gate and front gate to the kerb on lots 2118 - 2126 (inclusive).
- d) The Buyer must construct a brick paved footpath from the house entry to the kerb on lots 2127, 2129, 2130 & 2133.
- e) Walls to the garage must be 75% enclosed.
- f) The garage is not required to be part of the main roof of the dwelling.
- g) The house frontage shall be orientated to the main street.

### 5. 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 Property for the benefit of every other purchaser of land in the Lakelands Estate excluding any land which is not residential, and shall be enforceable against the Buyer and every subsequent registered proprietor of the Property.
- (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.