



# LAKE LANDS

## RESTRICTIVE 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 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

The Buyer must not 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) 155m<sup>2</sup> for any lots up to 400m<sup>2</sup> in area;
- (b) 165m<sup>2</sup> for any lot ranging from 401m<sup>2</sup> to 500m<sup>2</sup> in area;
- (c) 180m<sup>2</sup> for any lot ranging from 501m<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 (zincalume is not permitted).
- (c) The Buyer must not construct or permit to be constructed on the Property any house with a roof pitch of less than 24 degrees excluding any part of the roof which covers verandah areas.

#### 1.4 PARKING

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

- (a) The dwelling for lots 54 & 55, 1503 - 1509 (inclusive), 1591 - 1593 (inclusive) & lot 1540 comply with all aspects described in Clause 5, Detailed Area Plan.
- (b) The house contains a carport or 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 5.
- (c) The driveway and the crossover between the road and the parking area on the Property are constructed and completed prior to occupation of the house;
- (d) The driveway and crossover are constructed of paved materials. Approval of other materials is at the discretion of the Seller; and
- (e) 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 carport or garage on the Property or behind the building line, unless when used during the normal course of business by a visiting tradesperson.

#### 1.5 SHEDS/OUTBUILDINGS

The Buyer must not construct or permit to be constructed any outbuilding facing the main road or any other outbuilding (including any detached garage, workshop, garden shed, storage shed or other building) which exceeds:

- (a) 20m<sup>2</sup> in floor area; or
- (b) 2.2 meters in wall height and 2.5 metres in gable height;

unless approved by the Seller.

#### 1.6 FENCING

The Buyer must not:

- (a) Construct or permit to be constructed on the Property any side or back 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 not less than 1800mm high;
- (b) Construct or permit to be constructed on the Property any side or back boundary fence unless such fence constructed of colourbond, brick or limestone or other similar material at a height of 1800mm;
- (c) 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 and/or to construct steps for access) on or about any of the boundaries of the Property, not to permit such wall or fence to become damaged, unsafe or fall into a state of disrepair, not to 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 not to repair or renew such wall or fence except in the same style, material and colour and the existing wall and fence;
- (d) Construct or permit to be constructed any gates unless such gates are constructed of materials which are complimentary to the boundary fence; and
- (e) The Buyer must not construct or permit to be constructed any fencing forward of the front building line except for lots 54 & 55 & 1591 - 1593 (inclusive) where uniform fencing will be constructed by the seller. For lots 1503 - 1509 (inclusive) & 1540, any fencing forward of the front building line is required to consist of side

and front fencing together, constructed of brick, rendered brick or limestone piers and infilled with timber or wrought iron, or a painted timber picket fence no greater than 1.2m in height.

### 1.7 LANDSCAPING

The Buyer must not permit garden areas on the Property and within public view or forward of the building setback 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 compliance 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 stored or positioned 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 the street on which the dwelling is located.
- (c) The Buyer must not permit any satellite dish to be visible from the main street on which the dwelling is located.
- (d) The Buyer must not permit TV antennas to be visible above the roofline from the main street on which the dwelling is located.
- (e) The Buyer must not permit any airconditioning unit to be installed on the roof unless it is of similar colour to the roof.
- (f) The Buyer must not permit any solar hot water unit to be installed on the roof unless it matches the profile of the roof.
- (g) Letter box to be clearly numbered and complimenting the house.

## 2. FLOOR AREA

'Floor Area' means the area between the internal 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 2011.

## 4. SUBDIVISION & AMALGAMATION

The Buyer must not subdivide the Property or amalgamate the Property with any other land pursuant to the Town Planning and Development Act 1928 or any other present or future statute, regulation or ordinance.

## 5. DETAILED AREA PLAN

In respect of Lots 54 & 55, 1503 - 1509 (inclusive), 1591 – 1593 (inclusive) & lot 1540:

- a) The dwelling must comply with all aspects outlined in Clause 5. Detailed Area Plan.
- b) No modifications will be permitted to the front fencing constructed by the seller on lots 54 & 55 & 1591 – 1593 (inclusive).
- c) The buyer must construct a brick paved footpath from the house entry to the front gate and front gate to the kerb.
- d) The garage is to be constructed with the dwelling which shall include a door of colourbond material. Walls to the garage must be 75% enclosed.
- e) The garage is not required to be part of the main roof of the dwelling.
- f) The house frontage shall be orientated to the main street.

## 6. BUYER'S ACKNOWLEDGMENT

- 5.1 The Buyer must make its own enquiries about the impact of the restrictive covenants and the detailed area plan imposed by the Seller as they affect the Property and shall be taken to have satisfied itself about the restrictive covenants and detailed area plan 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 Lakelands Estate 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, abandoned whether wholly or partially except with the Seller's written consent.