

## **Restrictive Covenants Release 86**

### **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 Building Materials & Design**

The Buyer must not construct or permit to be constructed on the Property any House unless it complies with:

- a) a minimum of 80% of the area of all external walls (excluding windows) are constructed with bricks or masonry or limestone finished face work, painted render or rammed earth or any other material approved by the Seller;
- b) roofs are pitched at an angle of not less than 24 degrees or greater than 42 degrees unless it is demonstrated to the Seller's satisfaction the merit of the design of low mono pitched skillion or flat roofs.
- c) the front elevation of the home must have maximum side setbacks to a combined width of 3m with a maximum width of 2m to any one side. Designs which feature narrow building frontages with large side setbacks are not permitted. If the buyer wishes to construct alternate dimensions this will require approval from the developer and will require side fences to be constructed of a complementary material to the house and not colorbond.
- d) The approved detailed area plan, of which a draft is provided as Annexure N. (if any).

#### **1.2 On Site Parking**

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

- a) the house contains a carport or garage making provision for parking of not less than two motor vehicles, side by side with the vehicle entry fitted with a roller or sectional door;
- b) the driveway and crossover between the public street reserve and the parking area on the Lot are constructed and completed prior to occupation of the House; and
- c) the driveway and crossover are constructed of paved materials using brick or block paving or reconstituted limestone/concrete but not standard broom finished in-situ concrete or grey slabs.

#### **1.3 Parking Vehicles**

The Buyer must not park or allow to be parked on the Lot or on any public road reserve or any other Lot near or next to the Lot any Commercial Vehicle unless such Commercial Vehicle is housed or contained within a carport or garage on the Lot or screened behind the building line, unless when

used during the normal course of business by a visiting tradesperson.

#### **1.4 Sheds/Outbuildings**

The Buyer must not construct or permit to be constructed or bring onto the Lot any Outbuilding which exceeds 10m<sup>2</sup> in Floor Area or more than 2 metres in height above the natural surface level of the Lot or is visible from any public street or open space unless constructed in the same materials as the House or Houses (as the case may be) on the Lot.

#### **1.5 Fencing & Retaining Walls**

Boundaries must be fenced and gates must be constructed in complementary material.

The Buyer must not construct or permit to be constructed on the Lot:

- a) any fence forward of the building line unless such fence is constructed of painted rendered masonry, brick or limestone piers no higher than 1.2 metres in height and infilled with either solid painted rendered masonry, brick, limestone or visually permeable panels to a maximum height of 1.0 metre;
- b) any fence abutting a laneway excluding fencing forward of the building line unless such fence is constructed to a maximum height of
  - (i) 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 'teatree' and the upper 0.3 metre portion being constructed of visually permeable fencing.
- c) any dividing fence, unless such fence does not project past the building line and is constructed to a maximum height of 1.8 metres of either painted rendered masonry, brick, limestone or proprietary brand colorbond metal fencing in the colour 'teatree' or visually permeable fencing;
- d) any side or rear boundary fence or gate unless it is constructed of complementary 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 Village at Wellard Estate that are within public view.
- f) The fencing restrictions set out in paragraphs (a) and (b) above do not apply to any fencing erected by the Seller of the Property.

The Buyer must not take or permit any action to be taken to remove, alter, mark, any wall or fence constructed by the Seller (unless additional blocks are required to be added for the purpose of retaining) on or about any of the boundaries of the

Lot, permit such wall or fence to become damaged, unsafe or fall into a state of disrepair, permit 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 repair or renew such wall or fence except in the same style and colour as the existing wall and fence

### 1.6 Landscaping

Permit garden areas on the Lot and within public view (including adjoining street verges) to remain unlandscaped after six months of practical completion of any House on the Lot or in the case of a display House constructed on the Lot, after practical completion of the display House on the Lot.

### 1.7 Corner Properties

Where the Lot is situated on a corner or intersection of two public road reserves, the Buyer must not construct or permit to be constructed a House or fence, unless it is designed to address both the Primary Street and the Secondary Street in the following manner:

- a) the House shall have habitable rooms facing both the Primary Street and the Secondary Street;
- b) the Secondary Street elevation of the House shall be articulated and feature a suitable level of detail that is consistent with the Primary Street elevation; and
- c) the Secondary Street or laneway boundary fencing does not extend forward of a point 4 metres behind the front building line unless all such fencing along the Primary and Secondary Streets is constructed of painted rendered masonry, brick or limestone piers no higher than 1.2 metres in height and infilled with either solid painted rendered masonry, brick, limestone or visually permeable panels to a maximum height of 1.0 metre. Fencing to the secondary street not forward of the 4m setback should be 1.8m with the lower 1.5m portion of such fence being constructed of either painted rendered masonry, brick, limestone or proprietary brand colorbond metal fencing in the colour 'teatree' and the upper 0.3m portion being constructed of visually permeable fencing.

### 1.8 Vehicle Repairs

Carry out or permit to be carried out on the Lot any repairs, restorations or wrecking of any motor vehicle, boat, trailer or any other vehicle unless screened from public view at all times.

### 1.9 Appearance

The Buyer must not permit:

- a) any rubbish disposal containers on the Lot to be visible from any public road reserve or thoroughfare or public open space, except on days allocated by the local authority for rubbish collection from the Lot;
- b) any clothes hoist or satellite dish to be visible from any public street or thoroughfare or public open space,
- c) any television antenna to exceed 1 metre above the roof line of the House constructed on the Lot in the direction of reception;
- d) newspaper, aluminium foil or similar materials to be used to cover windows within the House;

- e) any roof mounted airconditioning or evaporative cooling plant to be installed unless it is of similar colour to the roof of the House on the Lot;
- f) any non roof mounted airconditioning or evaporative cooling plant on the Lot to be visible from any public road reserve or thoroughfare or public open space;
- g) any solar hot water system to be installed unless it matches the profile of the House constructed on the Lot;
- h) any letterbox to be constructed unless it is on the front boundary of the Primary Street, clearly numbered and complementing the House constructed on the Lot;
- i) any real estate agents' 'for sale' signs to be erected on the Lot until construction of the House is completed; and
- j) any roller shutter to be fitted to any window or doorway visible from a public road reserve or open space unless it is a garage or carport door.

### 1.10 Submission of Plans for Approval

Commence, carry out, construct or alter any development on the Lot without:

- a) plans and specifications (including finishes schedules) being first submitted to and approved by the Seller; and
- b) compliance with any condition (consistent with these covenants) imposed by the Seller in giving the approval.

## 2. DEFINITIONS

In this annexure, unless the context otherwise or a contrary intention appears:

**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.

**House** means a permanent non-transportable residential dwelling.

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

**Primary Street** means the public road at the front of the House.

**Secondary Street** means in the case where the Lot abuts more than one public road, the public road that is not the Primary Street.

## 3. TIME LIMIT

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

## 4. BUYER'S ACKNOWLEDGMENT

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.

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 Village at Wellard Estate excluding any land which is not residential, and shall be

enforceable against the Buyer and every subsequent registered proprietor of the Property.

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.

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.