

Restrictive Covenant

The registered proprietor covenants:

- (1) Not to construct, erect or install or permit to be constructed, erected or installed on the Lot without the prior approval of the transferor or the Project Manager:
 - (a) Where the Lot is equal to or less than 440 square metres in area, any dwelling other than a private, non-transportable residential dwelling having a floor area of 95 square metres or more and being constructed predominantly of clay face brick, painted cement rendered brick or stone elevations. The area of the dwelling is to be calculated so as to exclude any areas comprised in any garages, storerooms, verandas, balconies, pergolas, alfresco areas and other out-buildings of any nature whatsoever;
 - (b) Where the Lot is greater than 440 square metres in area, any dwelling other than a private, non-transportable residential dwelling having a floor area of 140 square metres or more and being constructed predominantly of clay face brick, painted cement rendered brick or stone elevations. The area of the dwelling is to be calculated so as to exclude any areas comprised in any garages, storerooms, verandas, balconies, pergolas, alfresco areas and other out-buildings of any nature whatsoever;
 - (c) Any dwelling having a roof pitch of less than 24 degrees, or any dwelling with a roof constructed of zincalume or any other significantly reflective material;
 - (d) Any dwelling not having at least one feature (for example, a gable, bay window, verandah, portico, window hood) to the front façade to add visual interest;
 - (e) Any dwelling without, at the same time providing for a carport or garage for at least two motor vehicles, parked side by side, which:
 - (i) Includes a garage door sufficient to completely screen the interior of the garage or carport from the street;
 - (ii) Is built under the main roof of the dwelling, or constructed in a manner that matches the dwelling in respect of the design, materials used, roof pitch and external appearance, including colour and quality of appearance; and
 - (iii) Includes a driveway and cross-over constructed of brick paving or liquid limestone and extending to the road kerb in the same material;
 - (f) Any pergola or like structure which is visible from the street or road adjacent to the Lot or from adjacent lots unless the pergola or like structure is constructed of the same materials and of the same colour and style as the walls and the roof of the main dwelling constructed on the Lot;

- (g) Any retaining wall that faces a street frontage unless constructed of:
 - (i) the same brick or with the same finish as the walls of the main dwelling on the Lot; or
 - (ii) the same material used in the construction of retaining walls for the Estate;
- (h) Any fence forward of the front building line of the dwelling or any fence to the front boundary facing the street;
- (i) Any free-standing structure (including a garden shed) of 9 square metres or less, unless the structure:
 - (i) Is substantially hidden from public view from immediately adjacent streets and parks;
 - (ii) Is not constructed of zincalume or any other significantly reflective material; and
 - (iii) Does not project above the height of any surrounding boundary fence by more than 300mm.
- (j) Any free-standing structure (including a garden shed) of greater than 9 square metres but less than 36 square metres, unless such structure:
 - (i) Is substantially hidden from public view from immediately adjacent streets and parks;
 - (ii) Is not constructed of zincalume or any other significantly reflective material;
 - (iii) Does not project above the height of any surrounding boundary fence by more than 600mm; and
 - (iv) Has been approved in writing by the registered proprietor of each lot immediately adjoining and to the front and back of the Lot.
- (k) Any free-standing structure (including a garden shed) in excess of 36 square metres, unless the structure matches the dwelling in respect of materials used, design and external appearance including colour and quality of construction;
- (l) Any structure attached to the dwelling, unless the structure matches the dwelling in respect to materials used, design and external appearance including colour and quality of construction, unless it is hidden from public view;
- (m) Any air conditioner or evaporative cooler except in accordance with the manufacturer's instructions and which is of a similar colour to the roof of the dwelling;
- (n) Any fence unless the fence is a powder coated steel fence the same or substantially similar to a "colorbond" fence, in a grey ridge colour.

- (2) Not to park or allow to be parked on the Lot or on the road reserve next to or adjacent to the Lot any Commercial Vehicle unless the Commercial Vehicle is housed or contained wholly within the Lot and hidden from public view.
- (3) Once a dwelling is completed, not to drive or allow to be driven any vehicles over the Lot unless those vehicles are driven over driveways or crossovers constructed on the Lot or for the purpose of ingress and egress to and from the Lot;
- (4) Not to conduct or permit to be conducted any repairs or restorations that take longer than 14 consecutive days to complete of any motor vehicle, boat, trailer, aircraft, or any other vehicle, on the Lot or any part other than wholly within a garage on the Lot or any part of the Lot;
- (5) Not to damage, alter, extend, build up or affect the visual appearance of any retaining wall or Estate wall on the Lot;
- (6) Not to allow the front yard and verge abutting the Lot to become overgrown or invaded by weeds or to allow any trees planted on the verge adjoining the Lot to fall into a state of disrepair or damage;
- (7) Not to erect or display on the Lot or adjoining verge any sign hoarding or advertising of any description whatsoever, except for professional signage advertising the sale or lease of a fully completed dwelling constructed on the Lot or advertising a business operating from the Lot, provided such sign does not exceed 500mm by 500mm in its dimensions. Any sign or advertising material erected or displayed on the Lot or adjoining verge in breach of this covenant may be removed without notice;
- (8) Not to permit or authorise any part of a dwelling constructed on the Lot to be used in any way directly or indirectly for any retail, business, commercial or non-residential purpose other than a business purpose which is quiet and unobtrusive and which does not in any way detract from the peace and enjoyment by other owners of lots in the Estate and the amenity of the Estate generally;
- (9) Not to raise, breed or keep or permit to be raised, bred or kept any insects, reptiles, animals, livestock or poultry on any part of the Lot provided that this restriction does not operate to prevent the registered proprietor of the Lot from keeping domestic pets on the Lot;
- (10) Not to accumulate or permit to accumulate any rubbish or other waste material on any part of the Lot except in an appropriate waste container located in an appropriate area which is screened or concealed from view so as not to be visible from any street on to which the Lot fronts.

The above covenants shall endure for the benefit of and run at law and in equity with every allotment on the plan of subdivision of which the Lot forms part until 31 December 2020 to the intent that the same shall bind the registered proprietor, its transferees, executors, administrators, successors in title and assigns for the benefit of the registered proprietor or proprietors of the remainder of the lots comprised in the said plan of subdivision or any part or parts thereof.