

Restrictive Covenants¹

Annexure "B"

1. The Buyer acknowledges that the Seller has agreed to sell the land to the Buyer only on condition that the Buyer enters into certain restrictive covenants relating to the use of the land for the purpose of enhancing the amenity of all other land comprised in the Seller's subdivision. The restrictive covenants shall be contained in a Deed which will be registered against the deposited plan creating the lot. The restrictive covenants will be substantially as follows:

The Buyer covenants with the Seller:

(1) NOT to construct, erect or install or permit to be constructed, erected or installed on the land hereby transferred ("the land") a permanent non-transportable private residence ("a residence") with a total floor area of less than 225 square metres inclusive of external walls but exclusive of garages verandahs and other unenclosed areas.

(2) NOT to construct, erect or install or permit to be constructed, erected or installed on the land:

a) A residence or any alteration or addition to a residence:

(i) Using wall materials which are not either predominantly concrete, clay bricks or stone or other similar materials in facework or render;

(ii) Using roof materials which are not either clay, slate or concrete tiles or colourbond metal;

(iii) Having a roof pitch less than 25°.

b) A residence which does not contain a garage making provision for parking of at least two motor vehicles side by side.

c) A garage, which if not located under the main roof of the residence:

(i) Is not made of the same materials as the residence or

(ii) Does not match or complement the residence, in respect of the pitch of the roof, materials used, the design and external appearance including colour and the quality of construction.

d) Any structure exceeding 4metres x 4metres in area and 2.1 metres in height which does not use the same materials used in the construction of the residence and does not complement the design and external appearance of the residence in respect of colour and quality of construction.

e) Any shed or other outbuilding less than 4metres x 4metres in area and 2.1 metres in height which has walls and/or a roof made of or coated with zincalume, galvanised iron, fibro cement or other reflective material or is located within the front setback area.

f) A residence, unless a driveway and crossover between the road and parking area on the land and all fences are constructed and completed prior to the occupation of the residence.

g) A driveway which is not constructed of brick paving or approved material.

h) A residence, unless all ground areas which are visible from the street ("visible areas") are properly landscaped within 3 months after completion of the residence. "Properly landscaped" means that all visible areas must be cleared and grassed or planted.

i) Subject to provisions 1(2)(j) and 1(2)(k) any fence which is not comprised of:

1. Masonry or

2. Hardifence which is capped and painted on both sides in wheat coloured paint with capping to be painted with wheat coloured paint.

j) If the land is a corner lot, any fence which is not comprised of opened styled masonry along any part of any boundary of the land which faces any street, road, park, pedestrian way or reserve.

k) Any fence forward of the building frontage set-back line which is less than 900mm in height and does not match or compliment the residence or any fence which is greater than 900mm in height and does not match or compliment the residence and is comprised of masonry or an open styled masonry fence.

l) A letterbox which is not located adjacent to the driveway, is not clearly numbered or does not match or complement the residence.

m) An air conditioner or evaporative cooler, unless contained wholly within the residence or being of similar colour to the roof, or within the roof space between the ceilings of the residence, and the underside of the roof of the residence.

n) A solar hot water heater unless it fits the roof profile and is not elevated at an angle to the roof profile and otherwise matches or complements the residence.

o) A clothes line or rain water tank except in accordance with the manufacturer's instruction and which is not screened from public view.

p) While a Cable Television System is operative and available a television and radio antenna and satellite dish unless contained wholly within the residence or within the roof space between the ceilings of the residence and to the underside of the roof of the residence.

(3) NOT to park or allow to be parked on the land or on the road or on any other land near of next to the land, 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 wholly within a garage on the land or are screened from public view.

(4) That where retaining walls or fences have been erected on any of the boundaries of the land by the Seller, NOT to alter or remove any of the retaining walls or fences, NOT to allow or permit the retaining walls or fences to fall into a state of disrepair, and NOT to repair or renew such retaining walls or fences except in the same style and colour as the existing retaining walls and fences.

(5) That where retaining walls or fences have been erected on any of the boundaries of the land by the Seller, NOT to alter the level of the surface without written approval of the Seller.

(6) Subject to this provision, NOT to erect or display or cause to be erected or displayed on the land any sign boarding or advertising of any description whatsoever PROVIDED THAT a FOR SALE SIGN may be erected or displayed on the land as per Development and Building Guidelines.

(7) NOT to breach or allow to be breached the Beaumaris Estate Standard Lots Development & Building Guidelines which are attached to the sale of land contract and marked Annexure "A" (Development and Building Guidelines).

(8) That the covenants herein contained shall operate and be enforceable for so long as the Association exists.

(9) That the burden of the covenants hereinbefore contained shall run with the land for the benefit of every other lot on the plan or diagram of subdivision hereinbefore. The covenants shall be enforceable against the Buyer and every subsequent registered proprietor of the land, by the Seller and every subsequent registered proprietor of any other lot on the said plan or diagram of subdivision.

2. The restrictive covenants are entered into for the benefit of all Buyers of lots on the relevant Plan or Diagram of Subdivision and are enforceable by all owners. Each Buyer must therefore comply with and observe the restrictive covenants. The Seller accepts no responsibility for enforcement of the restrictive covenants, but does have and reserves the right to do so.

3. The Buyer agrees that prior to commencement of any construction on the land, the Buyer shall submit plans and specifications to the Seller or it's Agents for approval. Approval shall automatically be given if such plans and specifications comply with the covenants hereinbefore contained.

¹ Restrictive Covenants may vary from one stage release to another. Where a property was sold under a different Restrictive Covenants contract, residents are bound to comply with those restrictive covenants to the extent that they differ from the restrictive covenants listed above except section 1(8) where the covenants in these rules do NOT cease to have any further effect.