

Protective Covenants

1. Protective Covenants Relating to the Property

The Buyer acknowledges that the Property will be encumbered by and is sold subject to the protective covenants to be imposed by the Seller as set out below.

1.1 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 that is enclosed;
- (b) 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
- (c) the driveway and crossover are constructed of paved materials using brick or block paving or exposed aggregate concrete but not plain in-situ concrete or grey slab.

1.2 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.

1.3 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.

1.4 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 schedule of finishes) 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.

1.5 Retaining Walls

The Buyer must not alter, construct or permit to be constructed additional retaining walls on existing boundaries unless additional blocks are required to be added to a retaining wall, in which case engineering certification may be required.

1.6 Fencing

- (a) The Buyer must not construct or permit to be constructed:
 - (i) any proprietary brand Colorbond fencing on the property unless in the colour 'Monument';

- (ii) any front fence or dividing fence forward of the front building line unless such a fence is constructed of brick, painted rendered masonry or limestone piers and not exceed 1.2 metres in height; and

- (iii) any side fence abutting any public reserve or road reserve unless such fence does not exceed 1.8 metres in height.

- (b) The Buyer must not take or permit any action to be taken to remove, alter or mark any wall or fence constructed by the Seller (unless additional blocks are required to be added to a retaining wall, in which case engineering certification may be required) 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 and colour as the existing wall and fence.

- (c) For clarity, the fencing restrictions set out in clause 1.6(a) do not apply to any fencing erected by G. & M. Candeloro Nominees Pty Ltd ACN 008 884 393 or a related body corporate (as defined in the *Corporations Act 2001* (Cth)) of that company (**Original Developer**).

1.7 Corner Lots

- (a) In relation to any lots that are located on a corner, the Buyer must not construct or permit to be constructed on the Property, a House unless:

- (i) it is designed to address both the Primary Street and the Secondary Street, with habitable rooms facing both the Primary Street and the Secondary Street; or

- (ii) where there is no habitable room facing the Secondary Street which is adjacent to the front building line, the front elevation treatment or façade extends and continues down the Secondary Street from the front building line by not less than 2 metres.

- (b) The restriction in clause 1.7(a) does not apply where the fencing along the boundary of the Property facing the Secondary Street is erected by the Seller of the Property.

1.8 Letter Box

The Buyer must not permit any letterbox to be constructed unless it is installed:

- (a) on the Primary Street frontage;
- (b) it is clearly numbered and compliments the House; and
- (c) there is a grassed or paved pathway between the boundary of the Property (adjacent to the letterbox) and the verge across the entire front of the property to facilitate access to the letterbox by postal delivery services.

1.9 'For sale' signs

The Buyer must not permit any real estate agents' 'for sale' signs to be erected on the Property until construction of the House on the Property is at lock-up stage or later.

2. Time Limit

The above protective covenants shall expire and cease to have effect from and including 1 July 2030.

3. Purchaser's Acknowledgment

- (a) The Buyer must make its own enquiries about the impact of the protective covenants imposed by the Seller as they affect the Property and shall be taken to have satisfied itself about the protective covenants prior to the Contract Date.
- (b) The Buyer acknowledges that the burden of the protective covenants in this annexure runs with the Land for the benefit of every other purchaser of land in the Estate excluding any land which is not residential, and shall be enforceable against the Buyer and every subsequent registered proprietor of the Land.
- (c) The Buyer acknowledges that each protective covenant is separate from the other and therefore if any protective covenant becomes invalid or unenforceable then the remaining protective 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 protective covenants will not be modified, surrendered, released, abandoned whether wholly or partially except with the Seller's written consent.

4. Definitions

In this annexure, unless the contrary intention appears:

- (a) **House** means a single residential dwelling.
- (b) **Primary Street** means unless otherwise designated by the local government, the sole or principal public road that provides access to the major entry (front door) of the House.
- (c) **Secondary Street**, in relation to a corner lot, means the street that is not the Primary Street.