

Restrictive Covenants

The Buyer (**Transferee**) covenants and agrees with the Seller (**Transferor**):

1. Residence and improvements

- 1.1 NOT to construct, erect or install or permit to be constructed, erected or installed on a Lot ("Land"):
- (a) a residence or any other improvements other than in accordance with the Florence Design Guidelines (a copy of which is attached as Annexure 3) and the Local Development Plan;
 - (b) a residence, unless a driveway and the cross over between the road and the parking area on the Land are constructed and completed prior to occupation of the residence;
 - (c) a residence, unless all ground areas which are visible from the street or any public open space adjoining or near the land ("visible areas") is properly landscaped within 6 months after completion of the residence. "Properly landscaped" means that all visible areas must be cleared and grassed, planted or otherwise covered with a beautifying surface.
- 1.2 NOT to breach or cause to be breached the Florence Design Guidelines or the Local Development Plan.
- 1.3 NOT to use or open or allow to be used or opened, any residence erected on the land, for display purposes.

2. Street trees

NOT to remove any tree planted on the Land by the Transferor.

3. Restrictions on signs

NOT to erect or display or cause to be erected or displayed on the land any sign hoarding or advertising of any description whatsoever other than:

- (a) a sign erected by a builder of the residence in accordance with the Builders Registration Act during the period of construction of the residence; or
- (b) a "FOR SALE" sign which may be erected after completion and occupation of a residence on the land; or
- (c) a "FOR SALE" sign which may be erected at the expiration of a period of five years from the date of registration of the Transfer of Land relating to the purchase from the Transferor, if a residence has not been completed at that time; or
- (d) on the Land of a completed residence that is permitted to be used for display home purposes and with the written approval of the Transferor.

4. Parking

NOT to permit any commercial vehicles which have an aggregate weight greater than 3.5 tones, caravans, trailers, boats or any other mobile machinery to be parked on the Land, on the road or on any other land near to or next to the Land unless the commercial vehicles, caravans, trailers, boats or mobile machinery are parked or contained wholly within the garage on the Land or are screened from public view.

5. That the restrictive covenants herein contained shall operate and be enforceable until 31 December 2030 after which date the restrictive covenants will cease to have any further effect.
6. That the burden of the restrictive covenants shall run with each lot on the plan or diagram of the subdivision for the benefit of every other lot on that plan or diagram. The restrictive covenants shall be enforceable against the Transferee and every subsequent registered proprietor of the Land, by the Transferor and every subsequent registered proprietor of any other lot on the said plan or diagram of the subdivision. The Transferor accepts no responsibility for the enforcement of the restrictive covenants, but reserves the right to do so, as long as it is a registered proprietor of a lot on the said plan or diagram of the subdivision.