

## **Estate Covenant**

### **1. Estate Covenant relating to the Property**

The Buyer acknowledges that the Property will be encumbered by and is sold subject to the covenants set out in this document until 31 December 2034.

### **2. Residence**

The Buyer must not construct, erect, build or install or permit to be constructed, erected or installed on the Property:

- (a) a residence other than a permanent non-transportable dwelling;
- (b) a residence, garage, outbuilding, or fence which does not comply with the Mandatory Requirements of the "Catalina Green Design Guidelines";
- (c) a residence, unless a driveway and the crossover between the road and the parking area on the Property are constructed and completed prior to occupation of the residence;
- (d) a driveway which is wider than 6 metres at the street boundary of the Property, is less than 0.6 metres from any side boundary of the Property, or which is not constructed of grano, bitumen, brick paving or other similar surface;
- (e) a residence, unless all ground areas which are visible from the street or to a neighbouring owner ("visible areas") are properly landscaped within three months after completion of construction of the residence. "Properly landscaped" means that all visible areas, including the verge, must be cleared and grassed, planted or otherwise covered with a beautifying surface; and

### **3. Parking**

The Buyer must not park or allow to be parked on the land or on the road or on any other Property near to or next to the Property, any commercial vehicles including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery ("commercial vehicles") unless the commercial vehicles are housed or contained wholly within a carport or garage on the land or are screened from public view.

### **4. Retaining Walls**

Where retaining walls or fences have been erected on any of the boundaries of the Property by the Seller, the Buyer agrees not:

- (a) to alter or remove any of the retaining walls or fences,
  - (b) to allow or permit the retaining walls or fences to fall into a state of disrepair, and
  - (c) to repair or renew such retaining walls or fences except in the same style and colour as the existing retaining walls and fences;
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- (d) to alter the level of the retaining wall or the level of the surface of the land by elevating the level without the approval and appropriate building licence from the local government authority.

## **5. Restrictions on signs**

The buyer agrees not to:

- (a) Use or open or allow to be used or opened, any residence erected on the land, for display purposes.
- (b) Erect or display or cause to be erected or displayed on the land any sign hoarding or advertising of any description whatsoever other than;
  - (i) 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
  - (ii) a "DISPLAY HOME" sign which may be erected after completion and occupation of a residence on the land; or
  - (iii) 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 pursuant to which the Lot was transferred to the proprietor, but only if, at the expiration of that five year period, construction of a residence on the Lot has not been completed.
- (c) Prohibit the Seller or any of its successors in title from entering the Lot and removing any sign erected in breach of clause 5(b).

## **6. Comply with Building Guidelines**

The Buyer must not breach or cause to be breached the Mandatory Requirements of the "Catalina Green Design Guidelines" relating to the Property, a copy of which is annexed to this Contract.

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