Restrictive Covenants

The Owner (which expression includes the transferees, successors and assigns of the Owner) covenants:

1. Construction

NOT to Construct on a lot:

Permitted Buildings

(a) any building unless it is a Primary Residence, a Granny Flat or an Outbuilding.

Home Size

(b) a Primary Residence unless it has a minimum Floor Area of 120 square metres.

Materials

(c) a Primary Residence or any alteration or addition to a Primary Residence unless the predominant building materials are a combination of brick, external brick veneer, limestone, stone, finished or rendered masonry or rammed earth, modular materials as approved by the Developer, provided they are finished with a render or other similar finish or such other materials as approved by the Developer from time to time.

Roof

(d) a Primary Residence, unless the Primary Residence has a roof that is:

(i) constructed from concrete tiles, clay tiles or Colorbond;

(ii) painted or otherwise coated, sealed, or treated in one colour;

(iii) not highly reflective (zincalume is not permitted); and

(iv) pitched at an angle of more than 25 degrees and less than 45 degrees (excluding any part of the roof that covers verandah areas).

Garage

(e) a Primary Residence, unless the Primary Residence has a garage that is:

(i) a double car garage capable of housing two (2) cars, parked side by side;

(ii) a lock-up garage in that it has a garage door at least the width of two (2) cars (carports are not permitted); and

(iii) constructed from materials similar and complimentary to the Primary Residence.

(f) a Primary Residence, unless the Primary Residence has a garage that is located under the main roof of the Primary Residence.

Solar Water Heaters and Solar PV Panels

(g) a solar water heater or any solar PV panels unless they:

(i) are located on the roof of the Residence or a Granny Flat; and

(ii) are installed in keeping with the roof profile.

Air Conditioner

(h) an air conditioner on the exterior of the Primary Residence or a Granny Flat, unless it:

(i) is installed below the ridge line of the roof; and

(ii) matches the colour of the roof; and

(iii) is screened from Public View.

Antenna

(i) a television or radio antenna unless it is wholly contained within the roof space of the Primary Residence and/or Granny Flat between the ceiling and the underside of the roof or, if that is not possible and the antenna has to be mounted on the roof of the Primary Residence and/or Granny Flat, then unless the antenna is mounted on a rear facing section of the roof of the Primary Residence and/or Granny Flat such that the antenna is completely screened from Public View.

Satellite Dish

(j) a satellite dish unless it is screened from Public View.

Clothes Line

(k) a clothes line, hoist, drying or airing facility unless it is screened from Public View.

Granny Flat

(l) more than one (1) Granny Flat.

(m) a Granny Flat unless:

(i) a Primary Residence has already been constructed on the Lot;

(ii) the Granny Flat is constructed behind the Primary Residence and is screened from Public View; and

(iii) the Granny Flat is constructed from materials similar and complimentary to the Primary Residence.

Outbuildings

(n) a freestanding Outbuilding unless:

(i) it has a floor area of 10m² or less; and

(ii) it is screened from Public View.

Fencing

(o) any boundary fence forward of the Main Building Line of the Primary Residence.

(p) any boundary fence behind the Main Building Line of the Primary Residence which is:

(i) constructed from materials other than using Stratco Wavelock 'Greyridge' fencing or equivalent design type and colour pending availability); and

(ii) less than 1800 millimetres high.

Local Development Plan

(q) a Primary Residence, Granny Flat, Outbuilding or any other improvement to the Lot unless they comply with the local development plan which applies to the Lot (if any).

2. Use of the Lot

The Owner shall not:

Domestic Pets

(a) raise, breed, keep or permit to be raised, bred, or kept more than four (4) domestic pets on the Lot;

Signage

(b) erect or permit to be erected any signage or advertisements on the Lot unless it is a builder's sign required during construction and is no more than 600mm x 600mm or a real estate sign associated with the sale of an established Primary Residence (for the purposes of clarity signs for the sale of vacant land are not permissible however this restriction in no way prevents the registered proprietor from selling the Lot in the event an established Primary Residence has not yet been constructed on the Lot);

Vehicles

(c) repair or maintain or permit to be repaired or maintained on the Lot any motor vehicle, boat, trailer or any other vehicle or machinery unless such repair or maintenance occurs behind the Main Building Line of the Primary Residence and is screened from Public View;

(d) park or permit to be parked commercial vehicles including trucks, buses, and tractors (excluding panel vans and utilities) unless screened from Public View;

Rubbish

(e) permit any rubbish disposal containers on the Lot to be in Public View except on days allocated by the local authority for rubbish collection;

Gardens

(f) permit areas on the Lot forward of the Main Building Line and within Public View (excluding driveway and footpath areas) to remain unlandscaped for more than four (4) months from the date of completion of construction of the Primary Residence;

Fencing

(g) in relation to a fence on the boundary of the Lot constructed by the Developer or a party on the Developer's behalf (if any):

(i) alter or remove the fence except as required to repair or replace the fence because of damage or wear and tear; and

(ii) repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used.

(h) do or permit any act or thing which may cause the removal, alteration, marking or defacement of any existing fence or retaining wall on the Lot;

(i) permit any existing fence or retaining wall on the Lot to fall into a state of disrepair or to become unsafe;

(j) permit any tree, plant, building or any other thing to cause an existing fence or retaining wall on the Lot to become structurally unsound;

(k) permit any existing fence or retaining wall on the Lot to be repaired or replaced unless the repair or replacement is in the same material, style and colour as the existing fence or retaining wall; and

Display Home

(l) use or allow a building constructed on the Lot to be used as a display home or for any other display purposes.

3. Miscellaneous Provisions

(a) The Owner acknowledges that the burden of the restrictive covenants contained in this deed runs with the Lot for the benefit of the registered proprietors of all other Lots and shall be enforceable against the registered proprietor of the Lot and every subsequent registered proprietor of the Lot.

(b) The Owner acknowledges that each restrictive covenant contained herein is separate from the other and therefore if any restrictive covenant becomes invalid or unenforceable then the remaining restrictive covenants will not be affected, and each remaining restrictive covenant will be valid and enforceable to the fullest extent permitted by law.

(c) The Owner acknowledges that it must comply with and observe the restrictive covenants contained herein and furthermore acknowledges that the Developer shall have no responsibility for enforcing the restrictive covenants contained in this deed but reserves the right to do so.

(d) If a local development plan applies to any Lot that is subject to the restrictive covenants contained in this deed, then if there is any inconsistency between the local development plan and the restrictive covenants contained in this deed, the local development plan shall prevail to the extent of any inconsistency.

(e) The restrictive covenants contained in this deed shall expire and cease to have effect from and including 31 December 2035.

4. Definitions and Interpretation

Definitions

(a) In this restrictive covenant, unless the context otherwise requires:

(i) **Construct** means to construct, erect, or install or permit to be constructed, erected, or installed;

(ii) **Developer** means CP Land Pty Ltd ACN 169 675 263 and its successors and assigns;

(iii) **Floor Area** means the total internal floor area of a residence which, for the avoidance of doubt, excludes the area of all garages, verandas, alfrescos and other unenclosed areas;

(iv) **Granny Flat** means a self-contained residential dwelling that is ancillary to a Primary Residence;

(v) **Main Building Line** means the forward most wall of a habitable room of the residence excluding any wall attachments. For the avoidance of doubt, porticos and other minor attachments do not form part of the “Main Building Line” however full width verandas do form part of the “Main Building Line”;

(vi) **Outbuilding** means an enclosed non-habitable structure;

(vii) **Primary Residence** means a primary, permanent, and non-transportable residential building incorporating a concrete slab floor; and

(viii) **Public View** means the view from all public streets, public thoroughfares, and public open spaces.

Interpretation

(b) In this deed, unless the context otherwise requires:

(i) the single includes the plural and vice versa;

(ii) an agreement, representation, or warranty on the part of two (2) or more persons shall bind them jointly and severally; and

(iii) headings are for reference purposes only and do not affect the interpretation of this deed.

Signed by the Buyer:

Buyer _____ Buyer _____

Date _____ Date _____