

**ANNEXURE B
PROTECTIVE COVENANTS**

1. Pursuant to section 136D of the *Transfer of Land Act 1893* the seller hereby creates restrictive covenants on all the Lots, unless otherwise specified, in the following terms:

Compliance

- (a) The registered proprietor shall not develop a Lot or construct upon a Lot a dwelling unless such development or construction is in compliance with the requirements of the Residential Design Codes, the Town Planning Scheme, the approved Local Development Plan (as may apply) and all relevant by-laws and policies of the relevant Shires or Council;

Building Material

The registered proprietor shall not:

- (b) construct a dwelling with external wall materials not primarily made of stone or face bricks or painter or coloured cement render;
- (c) construct a dwelling with roofing materials other than clay or concrete roof tiles or coloured metal roofing sheets and with a pitch of not less than 24 degrees for single storey dwelling and not less than 30 degrees for double storey dwelling;

Garage

- (d) The registered proprietor shall not construct or permit to be constructed a dwelling unless the dwelling contains a double enclosed garage incorporated under the main roof of the dwelling;

Driveway

- (e) The registered proprietor shall not construct a dwelling, unless a driveway and cross-over between the road and the garage on the Lot are constructed and completed at the same time as or prior to occupation of the dwelling. Any driveway or cross-over shall not be constructed from anything other than brick pavers, concrete or similar;

Air Conditioning

The registered proprietor shall not:

- (f) install or permit to be installed any air conditioning plant unless visually concealed and screened from public access and streets;
- (g) install or permit to be installed any roof mounted air conditioning or evaporative cooling plant which protrudes above the highest point of the roof and, where possible, located so that it is not visible from the street;

Plant and Equipment

- (h) The registered proprietor shall not permit any water tanks, water heaters, clothes lines, incinerators, compost bin, rubbish disposal containers, antennas, aerials, satellite or cable dishes to be erected on the land unless it is hidden from public view from adjacent streets;

Fencing

The registered proprietor shall not:

- (i) construct a dividing fence on the Lot unless the dividing fence is constructed in capped Colorbond, colour "Terrace" and is not less than 1.8m in height;
- (j) extend forward a dividing fence to beyond the front building line of the dwelling;

Landscaping

The registered proprietor shall not:

- (k) permit front landscaping on the Lot, including area of verge or road reserve immediately abutting the Lot, to remain un-landscaped after 3 months of the date of practical completion of the dwelling;
- (l) allow any front landscaping to fall into a state of disrepair or disorder;

Sheds and Outbuildings

- (m) The registered proprietor shall not construct or permit to be constructed on the Lot any outbuilding, shed or workshop visible from any public area unless constructed of wall and roof materials to match the dwelling;

Repairs

- (n) The registered proprietor shall not carry out or permit to carry out any repair, restore or maintain any motor vehicle, motor cycle, boat, trailer or any other vehicle on any part of the Lot that is visible from the street;

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Rubbish

(o) The registered proprietor shall not allow any rubbish or debris to accumulate on the land; and

For Sale Sign

(p) The registered proprietor shall not display or erect a "For Sale" sign on a vacant block of land until at least two (2) years after the issue of a separate certificate of title for the Lot. For the purpose of clarity, this clause is not intended to prevent the registered proprietor of the Lot from selling or otherwise disposing of the Lot.

2. The burden of the restrictive covenants contained in the deed shall run and bind each of the Lots and bind the registered proprietors and their successors in title, transferees and assigns and shall endure for the benefit and be enforceable by each and every other registered proprietor of the Lots, and their successors in title, transferees and assigns.
3. A person who becomes a registered proprietor of any of the Lots, may whilst that person is the registered proprietor, enforce or take action in respect of a breach of the restrictive covenants created by this deed notwithstanding the breach complained of, in respect of any of the Lots, may have occurred prior to the person seeking to enforce the breach becoming the registered proprietor of the Lot.
4. The restrictive covenants shall expire and cease to have effect from and including 31 December 2021.
5. If any provision of this deed or the application of that provision to any person or circumstance is or become invalid or enforceable, then the remaining provisions of this deed are not affected and are valid and enforceable to the fullest extent permitted by law. This clause has no effect if the severance alters the basic nature of this document.

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