

“ANNEXURE D”

THE GRANGE SERPENTINE

RESTRICTIVE COVENANTS FORMING PART OF THE CONTRACT FOR SALE OF LAND OR STRATA TITLE BY OFFER AND ACCEPTANCE OF LOT NO _____

1. BACKGROUND

For the purposes of enhancing the amenity of The Grange Serpentine of which the Property is a part, the Buyer acknowledges that:

1.1. During the period of 10 years from the date of registration of the Deposited Plan at Landgate the Buyer will not construct, erect or externally renovate any building or other building structure appendage or improvement of any kind (including, but not limited to, outbuildings, car parking areas, structures, landscaping, undercover and open storage areas, fences, walls and television radio and other antennae) on the Property without first obtaining the prior written approval of the Architectural Committee (which approval is not to be unreasonably withheld).

1.2. The Seller encourages the Buyer to use its best endeavours to construct a residence:

1.2.1. that adopts energy efficient and water-wise principles, including:

- 1.2.1.1. passive solar design;
- 1.2.1.2. weather sealing on external doors and windows;
- 1.2.1.3. maximising the use of natural light and ventilation;
- 1.2.1.4. eaves;
- 1.2.1.5. use of water-conserving appliances and fittings; and
- 1.2.1.6. water-conserving landscaping;

1.2.2. that adopts Quiet Home Design Principles.

1.3. The Property is sold subject to the restrictions set out below.

1.4. The transfer of the Property will contain covenants in the following form or to the following effect.

2. RESTRICTIVE COVENANTS

2.1. The Buyer covenants with the Seller that no residence shall be erected on the Property unless:

2.1.1. the plans and specifications have been approved by the Architectural Committee;

2.1.2. the plans and specifications have been approved by the relevant planning and local Authorities;

2.1.3. the minimum living area (measured using the outside dimensions of the walls enclosing the dwelling) is 170m², exclusive of patios, balconies, verandahs, storage areas, workshops, pergolas and any attached garage or outbuilding, unless the Lot is a multi residential lot;

2.1.4. it is a single residential dwelling (unless the Property is a multi residential lot) and either single or double storey (or any alteration or addition to a dwelling) and uses wall materials which are predominantly concrete, clay bricks, stone, limestone, rammed earth, finished or rendered masonry, or other similar materials in face work or renders;

2.1.5. the residence is a non transportable residence;

2.1.6. the residence has a driveway:

- 2.1.6.1. at least 4m wide;
- 2.1.6.2. constructed from limestone, liquid limestone, brick paving, asphalt, concrete, construction aggregate or exposed aggregate concrete;
- 2.1.6.3. that is completed before occupation of the residence;
- 2.1.6.4. that has a completed crossover between the road and driveway at the entry to the Property constructed from the same material as the driveway prior to occupation of the residence;

2.1.7. the primary frontage comprises a minimum of one colour or one material (excluding windows) and any one of the following structures fronting the street:

- 2.1.7.1. a gable;
- 2.1.7.2. a gablet;
- 2.1.7.3. a bay window;
- 2.1.7.4. a balcony;
- 2.1.7.5. a porch;
- 2.1.7.6. a portico;
- 2.1.7.7. a blade wall;
- 2.1.7.8. a projecting corbel; or
- 2.1.7.9. a verandah;

- 2.1.8. the roof:
 - 2.1.8.1. has a minimum pitch of 24° to the main roof for a modulated roof form;
 - 2.1.8.2. has a minimum pitch of 12° to the main roof for a singular roof form; and
 - 2.1.8.3. is constructed of clay or concrete tiles or non-reflective metal sheeting;
 - 2.1.9. it contains a letterbox which is located adjacent to the driveway on the Property, is clearly numbered and which both matches and complements the residence;
 - 2.1.10. during construction of the residence, a large waste bin is placed on the Property, with all waste materials to be properly stored in the waste bin.
- 2.2. No residence shall be erected on the Property which:
- 2.2.1. does not contain a double garage or carport sufficient for at least two motor vehicles;
 - 2.2.2. comprises a garage or carport outside the main roof area that does not match or complement the residence as to pitch of roof, material, design, colour and external appearance;
 - 2.2.3. has a garage door or carport protruding more than 2m forward of the main front building line;
 - 2.2.4. comprises a garage or carport with a front setback of not less than 4.5m;
 - 2.2.5. has a roof made from zincalume;
 - 2.2.6. has fencing, which extends forward of the front building line of the residence unless expressly permitted by the Seller. For the purposes of these covenants, the front building line of the residence is:
 - 2.2.6.1. the line of the front face of the bricks of the front wall of the residence;
 - 2.2.6.2. where the front building line of any residence on a lot adjoining the Property is constructed behind the front building line of the residence, then the front building line of the residence is the same as the front building line of the residence on the lot adjoining the Property; or
 - 2.2.6.3. any other front building line that the Seller in its absolute direction determines;
- 2.2.7. has air-conditioning or cooling units, which protrude above ridge lines and gables, unless the air conditioning or cooling units are obscured from clear view from the public domain and are positioned to minimise noise impact on neighbouring residents;
 - 2.2.8. has a solar hot water unit, unless the solar hot water unit is integrated with and matches the roof profile and pitch of the residence and does not protrude above the ridge line;
 - 2.2.9. has satellite dishes, unless they are located in such a way that they minimise their impact on the visual quality and amenity of the area;
 - 2.2.10. has bin storage areas unless they are screened from view from the public domain, except on collection days; and
 - 2.2.11. does not have all ground areas which are visible from the road at the front of the residence properly landscaped within three months of completion of the residence. "Properly landscaped" means that all visible areas must be cleared and either stabilised, grassed or planted and covered at least partially with a vegetated beautifying surface.
- 2.3. The Buyer shall not construct or permit to be constructed or bring onto the Property any:
- 2.3.1. outbuilding over 120m² in floor area and over 5m in height;
 - 2.3.2. outbuilding whose design, appearance, external colours and textures are not integrated with and complement the residence on the Property;
 - 2.3.3. outbuilding constructed of galvanised iron or fibrous cement, unless the galvanised iron or fibrous cement is painted.
 - 2.3.4. outbuilding which is not fully enclosed;
 - 2.3.5. outbuilding which resembles the look of a barn;
- 2.4. The Buyer will not change the average finished ground level of the Property more than 750mm from the original median finished level of the Property without the consent of the Seller, provided that this does not include minor changes to parts of the Property for construction of swimming pools or spa baths, gardening and related landscaping purposes;
- 2.5. The Buyer will not store sea-containers on the Property.

- 2.6. The Buyer will not store rubbish on the Property, including but not limited to steel offcuts, car parts, car bodies and general household rubbish, unless it is invisible to public view;
- 2.7. The Buyer will not paint, alter or remove or in any way interfere with the structural integrity of any retaining wall erected on any boundary of the Property provided that this does not prevent the undertaking of any works or repairs to the retaining wall where necessary to maintain its structural integrity or its condition or where properly required by any relevant Authority.
- 2.8. In relation to a fence constructed by the Seller on a boundary of the Property the Buyer will not:
 - 2.8.1. alter or remove the fence except as required to repair or replace the fence because of damage or wear and tear; or
 - 2.8.2. repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used.
- 2.9. In relation to a fence constructed on a corner lot facing any street or public open space, the Buyer will ensure that any fencing constructed is constructed of materials which both match and complement the boundary fencing installed by the Seller.
- 2.10. The Buyer will not erect or display or permit to be erected or displayed on the Property any sign, hording or advertising of any description whatsoever without written approval by the Seller except:
 - 2.10.1. a builder's sign during the period of construction of a residence on the Property;
 - 2.10.2. a "For Sale" sign after a residence capable of occupation has been completed on the Property.
- 2.11. The Buyer will not raise, breed or keep or permit to be raised, bred or kept any insects, reptiles, animals, livestock or roosters on the Property or any part thereof provided that this restriction shall not operate to prevent the Buyer from keeping up to four domestic pets on the Property.
- 2.12. The Buyer will not plant or allow to be planted on the Property any species or variety of the plant better known as the "palm".
- 2.13. The Buyer will not allow any plants, trees or shrubs planted by the Seller on the Property in compliance with the Landscape and Vegetation Management Plan to be removed or become diseased requiring their removal.
- 2.14. The Buyer will not park any commercial vehicle (which includes a truck, bus, tractor, panel van or utility), boat or caravan on the Property unless it is invisible to public view;

2.15. The Buyer will not repair or restore or allow any repairs or restoration work to be carried out to any motor vehicle, boat, boat trailer, trailer, caravan, aircraft or any other vehicle or any other machine on the Property unless it is behind the building line of the residence and is invisible to public view;

2.16. The Buyer will not use or open or allow to be used or opened, any residence erected upon the Property for display purposes without the consent of the Seller which will be granted at the Seller's absolute discretion.

3. **SEPARATE AND DISTINCT**

Each restrictive covenant in clauses 1 and 2 is a separate and distinct covenant and if any covenant in clause 1 or 2 or its application to any personal circumstance is or becomes invalid or unenforceable then the remaining covenants of clauses 1 and 2 will not be affected and each remaining covenant will be valid and enforceable to the fullest extent permitted by law.

4. **TERM OF RESTRICTIVE COVENANTS**

The covenants in clauses 1 and 2 expire on and are of no force and effect except in relation to any antecedent breached after 1 July 2028.

5. **TERMS USED**

Any terms used herein which are defined in the Special Conditions comprising "**Annexure A**" to the Contract will apply herein, unless the context otherwise requires.