

7. Restrictive Covenants

The parties agree that it shall be a condition of the sale or transfer of the Land that the purchaser or transferee and their successors in title agree to be bound by and to have recorded on the certificate of title the restrictive covenants set out below:-

"And the transferee does hereby covenant for himself his executors administrators and assigns and as a separate covenant with the transferor and its transferees successors and assigns and the registered proprietor or proprietors for the time being of the Land comprised in plan of subdivision PS737185A ("the Plan") except the lot or lots hereby transferred that, without the prior written consent of the transferor, the transferee: -

- (a) shall not erect on the Land hereby transferred or cause to be erected or allow to remain erected on the Land hereby transferred:
- i. any dwelling house, garage, shed, outbuilding or fence using other than new materials;
 - ii. any dwelling house unless not less than 50% of the external surface area of the external walls or external wall surfaces of such dwelling (excluding windows) are constructed of brick, brick veneer or rendered finishes;
 - iii. any dwelling house which has a floor area of less than 170 square metres and the floor area shall include the outer walls thereof, such area being calculated by excluding the area of carports, garages, terraces, pergolas or verandahs;
 - iv. any more than one dwelling house, such expression to include any flat, unit or apartment;
 - v. any temporary building or other temporary structure except a single shed for use by a builder during the course of construction of a dwelling house;
 - vi. any dependent person's unit or dwelling;
 - vii. any carport;
 - viii. any garage unless it is fully enclosed and located under the main roof of the dwelling house and having a common wall with the dwelling house;
 - ix. any building or other structure which is constructed wholly or partly of mud brick, galvanised iron cladding or aluminium or reflective cladding;
 - x. any shed or outbuilding unless the external walls or external wall surfaces of such shed or outbuilding are constructed of double sided Colorbond panels, brick, brick veneer or rendered finishes or are substantially similar to the external finish of the dwelling house;
 - xi. any shed or outbuilding having a combined floor area in excess of 60 square metres nor exceeding 3.5 metres in height from the surface level of the land;
 - xii. any shed or outbuilding unless it is constructed at the rear of the dwelling house;
 - xiii. any fence not equal to a height of 1.8 metres from the natural ground level comprising 1.65m Colorbond panels in a Teatree color (or if that material is no longer manufactured, then in an equivalent material) over 0.15m timber plinth at the base except where permitted by The Perch Fencing Guidelines and subject to covenant (a)(xiv) below;
 - xiv. no fence within 30 metres of the front street boundary on the boundary shared by Lot 6 and Lot 7 on the Plan unless such a fence is a permeable wire style fence;
 - xv. any other fence not in accordance with The Perch Fencing Design Guidelines a copy of which is available from the transferor via mail at 73 Kennewell Street, White Hills or email at jfehring@live.com;
 - xvi. any driveway unless such driveway is constructed from concrete, pressed bricks, pavers, asphalt or other durable all weather surface;
 - xvii. any hot water service or door (other than a front entrance door or a garage door) which is visible from any street frontage of any of the land described in the Plan;



- (b) shall not use, cause to be used or allow to be used any dwelling house erected on the Land for any purpose other than as a residence which may include a home office and shall not use any building erected on the Land for commercial purposes unless a planning permit for that use is granted;
- (c) shall not erect or cause to be erected on the Land, or allow to be erected or remain or display, cause to be displayed or allow to be displayed any sign, hoarding or advertising of any description including a "for sale" sign unless construction of a dwelling house has been completed and an occupancy permit has issued;
- (d) shall not permit or cause to be permitted or allow to be permitted recreation or commercial vehicles including but not limited to utility trucks, vans, boats, caravans or motorcycles to be parked or accommodated on the Land where they can be visible from any street or from parkland;
- (e) shall not accumulate or cause to be accumulated or allow to be accumulated any waste, rubbish, building or site excavations, grass clippings or pruning on the Land;
- (f) shall not subdivide the Land hereby transferred;
- (g) shall not at any time allow, use or cause to be used or suffer or otherwise allow to be used the Land or any part of the Land for the purposes of carrying on any noxious or offensive trade or works; and
- (h) shall not at any time allow, use or cause to be used or suffer or otherwise allow to be used any dwelling on the Land for the purposes of or in conjunction with any governmental rental assistance scheme or similar government support program.

And it is intended that the foregoing covenants shall be set out as encumbrances on the certificate of title issued or to issue for the Land hereby transferred and these covenants shall expire on the date that is 10 years from the date of registration of plan of subdivision PS737185A by the Registrar of Titles."

8. Fencing

- 8.1. The parties agree that the purchase price has been reduced by an amount calculated by the vendor to cover the vendor's estimated costs in respect of the contribution as adjoining proprietor to the cost of fencing the Land and the purchaser acknowledges that fact and shall make no claim on the vendor in respect of the cost of fencing the Land and any adjoining Land owned by the vendor.
- 8.2. This special condition shall continue for the benefit of the vendor notwithstanding settlement.
- 8.3. In the event that the purchaser sells or transfers the Land to another person before the boundaries of the Land have been fenced then the purchaser covenants with the vendor that the purchaser shall, as a condition of such sale or transfer, require the purchaser or transferee to be bound by the requirements of this special condition in favour of the vendor.

9. Design Guidelines

- 9.1. The Purchaser must ensure that all fencing constructed and allowed to remain on the Land and landscaping undertaken on the Land complies with The Perch Fencing Design Guidelines, a copy of which is attached to this contract at Annexure A and The Perch Front Landscaping Design Guidelines, a copy of which is attached to this contract at Annexure B.
- 9.2. The vendor shall make copies of The Perch Fencing Design Guidelines and The Perch Front Landscaping Design Guidelines available to the purchaser via mail, email or at the office of the vendor's designated agent.

10. Adjustment of Outgoings

- 10.1. All rates, taxes, assessments, land tax, levies or other outgoings ("Outgoings") payable by the vendor must be apportioned between the parties on the day of settlement and any adjustment paid and received as appropriate.
- 10.2. The Outgoings must be apportioned on the following basis: