

HAKEA ROAD RESTRICTIVE COVENANTS

"AND the said Transferee with the intention that the benefit of this covenant shall be attached to and run at law and in equity with every Lot on the said Plan of Subdivision other than the Lot(s) hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the said Lot(s) hereby transferred does hereby for himself his heirs executors administrators and transferees and as a separate Covenant with the said transferor his heirs executors administrators and transferees and the registered proprietor or proprietors for the time being of every Lot on the said Plan of Subdivision and any part or parts thereof other than the said Lot hereby transferred that the transferee his heirs executors administrators and transferees Shall Not at any time on the said Lot(s) hereby transferred or any part thereof:

1. a. erect construct or build or cause to be erected constructed or built more than one private dwelling-house and any outbuilding, fence or other structure other than of new materials;
 - b. erect construct or build or cause to be erected constructed or built more than one private dwelling-house unless any of its external cladding materials consist of a minimum of 80 percent brick, brick veneer, masonry or rendered finishes;
 - c. erect construct or build or cause to be erected constructed or built the one private dwelling-house having a floor area of less than 120 square meters including the outer walls thereof, such area being calculated by excluding the area of carports, garages, terraces, pergolas or verandahs;
 - d. use any mud brick or mud bricks or reflective metal materials in the construction of the one private dwelling-house, any outbuilding, fencing or other structure on the said lot;
 - e. erect construct or build or cause to be erected constructed or built any dwelling house, other building or structure that is used other than for residential purposes;
 - f. erect construct or build or cause to be erected constructed or built any garage, carport, shed or outbuilding exceeding in area 70 square meters, or a height exceeding 4 meters;
 - g. erect or cause to be erected any side boundary fence or rear boundary fence which has a height exceeding 2 metres;
 - h. erect or cause to be erected any boundary fence or rear boundary fence other than of new quality materials consisting of double sided Colorbond steel panels of the colour 'Classic Cream' together with a plinth, if that material is no longer manufactured, then in an equivalent material;
 - i. erect or cause to be erected any front fence exceeding 1.2 metres in height;
 - ~~j. erect or cause to be erected any front fence other than of new materials consisting of clay-brick and/or powder coated aluminium panels;~~
 - k. allow any person at any time to use or cause to be used or suffer or otherwise allow to be used the said lot or any part thereof for the purposes of carrying on any noxious or offensive trade and no building shall be used for commercial purposes;
 - l. allow that portion of the land viewed from the street boundary to remain un-landscaped for a period of more than twelve months from the date of issue of the certificate of occupancy for the one dwelling-house constructed on the lot;
2. the foregoing restrictive covenants shall expire on the 31st day of December 2027.

AND IT IS HEREBY AGREED that the foregoing Covenants shall be noted upon and appear on every future Certificate of Title for the land hereby transferred or any part or parts thereof as an encumbrance affecting the same."