



RAWSON SPRINGS ESTATE, BINDOON, DESIGN GUIDELINES RESTRICTIVE COVENANT

The Buyer(s) acknowledges that the Property is sold subject to and will be encumbered by restrictive covenants for the purpose of enhancing the amenity of all lots within Rawson Springs Estate, Bindoon, including lots on the Deposited Plan of which the Property forms part.

The Buyer(s) hereby covenants and agrees with the Seller that the following covenants will encumber the Certificate of Title to the Property when it issues from Landgate and which the Buyer(s) accepts.

The burden of these covenants shall run with each lot on the Deposited Plan ("Lot") for the benefit of every other lot on that Deposited Plan. The covenants shall be enforceable against the Buyer(s) and every subsequent registered proprietor of the Property, by the Seller and every subsequent registered proprietor of any other lot on the said Deposited Plan.

The Buyer(s) agrees that the Seller is not responsible for enforcement of the restrictive covenants and is not liable to the Buyer(s) for any breach of the restrictive covenants.

The registered proprietor for the time being of each lot on the Deposited Plan will not:

1. Construct, erect or install or permit to be constructed, erected or installed on the Lot a residence which is not:
 - 1.1 a permanent non-transportable private residence ("a residence");
 - 1.2 transport and re-erect on the land any second hand dwelling.
 - 1.3 a residence, carport, garage or outbuilding unless the Seller or its nominated representative has approved the plans and specification for the residence, carport, garage or outbuilding
2. Construct an internal driveway which is not constructed from either, limestone, gravel, ferracrete or similar material and said drive way may be sealed with bitumen and aggregate or asphalt.
3. Remove or cause damage to any street trees without the prior approval of the Shire of Chittering.
4. Carry out any repairs to or restoration of any motor vehicle, boat, trailer, aircraft or any other vehicle unless screened from public view in accordance with Shire of Chittering's requirements.
5. Park or allow to be parked on the Lot or on the road or on any other land near to or next to the Lot, any old derelict motor cars, trucks or caravans, trailers, boats or any other mobile machinery ("vehicles") unless the vehicles are housed or contained wholly within a wholly enclosed shed on the Lot and are screened from public view and in accordance with Shire of Chittering's requirements.
6. Accumulate or permit to accumulate on the Property any old car bodies, broken down machinery, plant or equipment, rubbish, trash, garbage or other waste materials or keep or permit the same to be kept on the Property.



7. The buyer must not permit:
 - 7.1 newspaper, aluminium foil or similar materials to be used to cover windows within the House;
 - 7.2 to be constructed any letterbox unless it is at the front of the property on the primary street, is clearly numbered and matches or complements the residence;
8. The above restrictive covenants shall expire and cease to have effect from 1 October 2050.
9. The Buyer must make its own enquiries as to the impact the restrictive covenants will have as imposed by the Seller and shall have satisfied themselves with the restrictive covenants prior to the Contract Date.
10. The Buyer acknowledges that the burden and benefit of the restrictive covenants in this document runs with the Property for the benefit of all the purchasers of land within Rawson Springs Estate, Bindoon to which these restrictive covenants relate and shall be enforceable against the buyer and every subsequent owner of the property.
11. The Buyer acknowledges that the restrictive covenants will not be modified, surrendered, released or abandoned, whether wholly or partially, except with the Seller's written consent.
12. 'Lot' is defined as the original or subsequently subdivided lot.