

RESTRICTIVE COVENANTS

The said transferees of us, or respective heirs, executors, administrators and transferees the registered proprietors for the time being of the said land hereby transferred and of each and every part thereof do hereby covenant with the Transferor and its transferees, successors and assigns and the registered proprietor or proprietors for the time being of the lots on Plan of Subdivision No. PS900212S and each and every part thereof (other than the land hereby transferred) as follows:-

- (a) that no single storey dwelling or home unit erected on the said lot shall be other than new materials with no less than seventy percent of the outer walls (excluding windows) thereof in colorbond panels, clay brick, clay brick veneer, rendered concrete masonry or rendered lightweight cladding;
- (b) that no multi storey dwelling or home unit erected on the said lot shall be other than new materials with no less than fifty percent of the outer walls (excluding windows) thereof in colorbond panels, clay brick, clay brick veneer, rendered concrete masonry or rendered lightweight cladding;
- (c) that no garage, carport, shed or outbuilding erected on the said lot shall be other than of new materials with the outer walls thereof in colorbond panels, clay brick, clay brick veneer, rendered concrete masonry or rendered lightweight cladding;
- (d) that no roof on a shed, carport, garage or outbuilding erected on the said lot shall be of a material other than of colorbond type material, shingles or roof tiles;
- (e) that no dwelling house shall have a floor area less than the 120m², excluding garages, sheds, other outbuildings or external structures
- (f) that no shed or other outbuilding erected on the said lot or any tent, caravan or other form of portable accommodation shall be used for the purpose of residential accommodation;
- (g) that no fence partly or wholly will be constructed of galvanized iron cladding, aluminium cladding or zincalume cladding;
- (h) that no fence be erected on any street frontage of the lot which is less than fifty percent transparent, except for temporary fencing as required for construction purposes;
- (i) that no fence erected on the lot shall have the height exceed two meters, except as directed by the City of Greater Bendigo or licenced building surveyor in respect to overlooking requirements;
- (j) that any fence erected on the lot, excluding street frontage, shall be of new materials consisting of double sided colorbond steel panels of the colour Pale Eucalypt or equivalent colour;
- (k) that no commercial advertising signs or hoardings or billboards shall be erected on or displayed on the said lot except for the purposes of the sale of said lot/dwelling, open for inspection, display home or sales office;

- (l) that no dwelling or home erected on the lot shall be a relocatable building unless it is of new construction and specifically designed for the lot;
- (m) that the lot must not be further subdivided and not more than one residence to be erected on the lot, except for lot 15;
- (n) That no crossover shall be constructed other than from concrete;
- (o) That all landscaping between the dwelling and front boundary be completed within ninety days of the occupancy permit issuing; and
- (p) That these covenants will expire five years after title issued or 31st December 2028, whichever is the later

AND IT IS INTENDED that the foregoing covenants shall be noted upon and appear on every Certificate of Title for the Land hereby sold or any part or parts thereof as an encumbrance on affecting the same.