

RESTRICTIVE COVENANT

And we the said Transferee/s for ourself/ves, my/our respective heir/s, executor/s, administrator/s and transferee/s the registered proprietor or proprietors for the time being of the land hereby transferred and of each and every part thereof, do hereby covenant with The Transferor/s and others the registered proprietor or proprietors for the time being of the land comprised in Lots 24-40 inclusive on Plan of Subdivision No. 616466S and each and every part thereof (other than the land hereby transferred) as follows:-

- (a) That we will not at any time hereafter erect or build or suffer to be erected or built on the lot hereby transferred any building other than one private single storey dwelling house (except for Lots 24 & 29 which will be allowed two private single storey dwelling houses) with the usual outbuildings.
- (b) That such dwelling house on Lots 25-28 and 30-40 shall have a floor area (excluding verandahs, carport and garage) of not less than 117 square metres.
- (c) That not less than seventy five per cent (75%) of the external walls of such dwelling house (excluding windows) shall be constructed of brick, brick veneer, stone or any other rendered covered products.
- (d) That the usual outbuildings and garage shall be constructed substantially of brick, brick veneer, stone, timber or coloured new iron.
- (e) That the floor of any verandah shall be constructed of timber, concrete, brick or paving stones.
- (f) That all buildings including outbuildings shall not have roofing of materials other than coloured new iron, tiles, slate or shingles.
- (g) That no fence shall be constructed of plain galvanized, corrugated or similar iron fencing but be of brick (of whatever texture) or vertically ribbed colourbond.
- h) That no driveway shall be constructed of any material other than concrete, pattern paved or asphalt.
- (i) Not to permit or allow the lot hereby transferred to become or remain in an unsightly untidy unclean or unwholesome condition or appearance or be used in any manner which constitutes an annoyance nuisance or disturbance to the owners and occupiers in the time being of the land comprised in the said Plan of Subdivision.
- (j) Not to use or permit to be used the said lot or any part thereof for the keeping of horses, cattle, sheep, goats, pigs, poultry or other livestock save and except dogs, cats or other bona fide household pets.
- (k) Not to erect or cause to be erected on the land or any part of it any prefabricated house or dwelling or to cause and allow or permit a constructed house or dwelling or partly constructed house or dwelling to be moved onto the land (except for the existing site office)
- (l) That no further subdivision of any lot is permitted other than Lots 24 & 29 which may be further subdivided.

AND IT IS HEREBY AGREED as follows:-

THAT the benefit of the foregoing covenant shall be attached to and run at law and in equity with the land comprised in Plan of Subdivision No. PS 616466S other than the land hereby transferred and that the burden thereof shall be annexed to and run at law and in equity with the said lot hereby transferred and the same shall be noted and appear on every future Certificate of Title for the said lot and every part as an encumbrance affecting the same.