

RESTRICTIVE COVENANT

Lot 1 to 20 | Stage 2

The Purchaser shall in the Transfer to him of the land hereby transferred covenant to the following effect:

1

The Transferee for himself his heirs executors administrators and transferees hereby covenants with the Transferor its successors and transferees the registered proprietor or proprietors for the time being of ALL THOSE pieces of land being Lots 1 to 20 inclusive (but excluding the land hereby transferred) on Deposited Plan No ("the Deposited Plan") and each and every part thereof ("the land benefited") that he shall not without the previous consent in writing of the Transferor:

- 1.1 Erect or cause or allow to be erected on the land hereby transferred and each and every part thereof any dwelling house that shall:
 - (a) be set back less than 5 metres from the primary street frontage;
 - (b) be situated less than 1 metre from one non-street side boundary and less than 3 metres from the other non-street side boundary;
 - (c) have a garage that is not an enclosed double garage attached to and built with the same materials as the dwelling house;
 - (d) have a driveway that is not the same width as the garage;
 - (e) have a garage set back less than 6 metres from any street frontage;

- (f) if it is to be erected on any of lots 1 to 20 inclusive, be other than a single storey dwelling;
 - (g) if it is to be a single dwelling house to be erected, have a floor area of less than 180 square metres excluding eaves, verandah, patio and garage;
 - (h) if it is to be one of two dwelling houses thereon, have a floor area of less than 120 square metres excluding eaves, verandah, patio and garage;
 - (i) if it is to be one of two dwelling houses thereon, not have a garage located between that dwelling house and the other dwelling house;
 - (j) include in its construction:
 - (i) any relocated or relocatable structures;
 - (ii) second hand materials;
 - (iii) any weatherboard or fibrocement sheeting that is not painted or rendered; or
 - (iv) any reflective materials.
- 1.2 Erect or allow to be erected on the land hereby transferred and each and every part thereof any internal or boundary fencing consisting of:
- (a) second hand materials; or
 - (b) any reflective materials
- 1.3 Erect or allow to be erected on the land hereby transferred and each and every part thereof:
- (a) a fence on the street frontage boundary;
 - (b) a side boundary fence (other than the street frontage boundary) between the street and the building line of the dwelling house consisting of:
 - (i) a height greater than 900 millimetres; and
 - (ii) being made of other than post and wire or open style see through fencing materials.
 - (c) a fence of a height greater than 2.0 metres measured from ground level to the top of the fence

- 1.4 Erect or allow to be erected on the land hereby transferred and each and every part thereof any outbuilding:
- (a) That is greater than 100 square metres with a height greater than 3.8 meters;
 - (b) that is situated closer to the street frontage than the halfway point between the street frontage and the opposite boundary;
 - (c) which includes in its construction any second hand materials; or
 - (d) which includes in its construction any reflective materials.
- 1.5 Use or allow to be used on the land hereby transferred and each and every part thereof any outbuilding, mobile home, caravan, tent or other moveable structure for living or residential accommodation.
- 1.6 Allow the land hereby transferred and each and every part thereof and any structures thereon to become a fire hazard or to be of a nature or in a condition which is likely to have a detrimental effect on the amenity of the neighbourhood.
- 1.7 Allow any plant, machinery, recreational or commercial vehicle, caravan, boat, or trailer to be left or parked on the roadway, nature strip or footpath adjacent to the land hereby transferred or on the land hereby transferred and each and every part thereof between the front building line or the proposed front building line and the street frontage boundary of the land and which is not behind a 1.8 metre solid fence or gate.
- 1.8 Allow that part of the land hereby transferred and each and every part thereof between the front building line and the roadway to remain un-landscaped for a period of more than 4 months from the date of issue of a Final Occupation Certificate in respect of the dwelling house constructed on the land hereby transferred.

2

No dwelling is to be used for a purpose other than as a private residence (other than a display home). Dwellings cannot be used as tourist accommodation.

3

The Transferor reserves the right to sell lease or otherwise deal with any lot on the Deposited Plan either subject to the conditions, stipulations and restrictions hereinbefore set out or any one of them or not and subject to any waiver, modification, alteration or amendment or full release thereof as the Transferor in its absolute discretion thinks fit. The exercise of this right by the Transferor in relation to any lot shall not release the Transferee of any other lot from any of the conditions stipulations or covenants effected or imposed upon such other lot or give to the Transferee of any other lot any right of action claim or demand against the Transferor or any other person or persons.

4

Should the Transferee of the land hereby transferred and each and every part thereof seek the consent in writing of the Transferor to any release, waiver, modification, alteration, or amendment to any of the conditions, stipulations and restrictions hereinbefore set out, the Transferor shall have absolute discretion in deciding whether to deny consent, grant consent or grant consent on certain conditions, and the Transferee shall have no right of action claim or demand against the Transferor in respect of any denial of consent, or imposition of any conditions required for consent.

5

In addition to the Transferor's rights pursuant to clauses 3 and 4, the Transferee acknowledges that an amendment to the Local Environment Plan or similar mechanism, or a change in the local Council policy or policy of any other relevant Authority may negate the terms of these covenants as they apply to the land hereby transferred and each and every part thereof or any other land forming part of the land burdened, and the Transferee shall have no right of action, claim or demand against the Transferor in respect of any such event.

6

Part or all of any clause of these covenants that are illegal or unenforceable will be severed from these covenants and will not affect the continued operation of the remaining provisions of these covenants.

The benefit of the foregoing covenants shall be appurtenant to the land referred to as being so benefited and the burden of the foregoing covenants shall be upon the land hereby transferred and each and every part thereof.