

Brookland Greens - Restrictive Covenant

20.1 The purchaser must include the instrument of transfer of land a covenant (the "covenant") in the following form which will run the Land sold by this contract and appear on the certificate of title to issue from the land Titles Office in relation to the land:

"The Transferee with the intent of binding itself and each subsequent owner for the time being of the Land in this transfer ("the land") **COVENANTS** with the transferor and each of the owners from time to time of the lots in Plan of Subdivision No. PS551431X (apart from the land) that the Transferee will not in respect of the land:

- (a) build or allow to be built on the land more than one dwelling house (together with the usual outbuildings);
- (b) Build or allow to be built a dwelling house which is not constructed:
 - (i) with all external walls (excluding windows) of brick, stone, brick veneer or timber or any other combination of these materials, provided that where timber is used in the construction, the timber does not constitute more than 30 per cent of the external walls unless the Transferor otherwise agrees in writing;
 - (ii) with all gable ends and dutch gable ends which are incorporated as part of the roof framing constructed of coloured timber or painted fibro cement or a combination thereof;
 - (iii) with a roof (not including a roof of any outbuilding) of any material other than tile, slate or non-reflective colourbond type steel or a combination of those materials and at a pitch of not less than 22 degrees for a single storey dwelling house and at a pitch not less than 20 degrees for a double storey dwelling house unless the Transferor otherwise agrees in writing;
- (c) Build or allow to be built a dwelling house which has a floor area (measured over the external walls but excluding the area of any carport, garage) of not less than 160 square metres unless the Transferor otherwise agrees in writing;
- (d) Build or allow to be built outbuildings (including any garage, workshop, garden shed, storage shed or other outbuildings):
 - (i) Which exceeds 20 square metres unless the external walls of the outbuilding are visible from the street are constructed of brick, stone, brick veneer or colourbond type steel or any combination of those materials;
 - (ii) With a roof which is constructed of any material other than tile, slate or non reflective colourbond type steel or any combination of those materials;
- (e) Build or allow to be built a dwelling house or part thereof with exposed stumps;
- (f) Subdivide or allow the land to be subdivided;

- (g) Build or allow to be built;
 - (i) Side or rear boundary fences constructed of material other than brushwood or Neetascreen Colourbond style metal or brick or masonry or any combination of those materials at not less than 1.8 metres in height;
 - (ii) Any fence forward of the building line other than fence constructed of masonry rendered brick being the same masonry rendered brick used in the construction of the dwelling house erected on the lot or constructed of wooden or metal pickets; or
 - (iii) Any fence forward of the building line which has a height in excess of 1 metre in height EXCEPT in the case of courtyard walls which shall not be of materials other than brick, stone or any other combination of those materials;
- (h) Commence, carry out, erect, construct or alter any development on the land without applicable plans and specifications (including finishes schedules) being first prepared, submitted to and approved by the Transferor and then only in compliance with any conditions (consistent with these covenants) imposed by the Transferor in respect of that approval;
- (i) Allow landscaping to the front street view of the land to remain or be left incomplete for a period of more than 3 months after the date of issue of the Occupancy Permit for the dwelling house, or leave any fencing incomplete after the completion of construction of the dwelling house erected on the land;
- (j) Allow any plant or machinery or any recreational vehicle or commercial motor vehicle (including without limitation a caravan, boat, box trailer and car trailer but excluding any motor cycle, motor car, motor station wagon or utility or four wheel drive car registered for use on a highway) to be left or parked on the street, nature strip or footpath or on the land between the building line and the front boundary line unless used during the normal course of business by a visiting tradesperson;
- (k) Allow any external plumbing to be installed(waste pipes and fittings and shall not include downpipes and guttering) and which is visible from the street;
- (l) Allow any clothes lines and drying areas to be constructed which are visible from the street;
- (m) Remove in whole or in part from the land without prior written approval of the Transferor, any tree or substantial part of any tree;
- (n) Build or allow to be constructed any driveway on the land of any material other than brick, asphalt or concrete and no driveway so constructed shall remain incomplete or any partly constructed after the issue of the Occupancy Permit of the dwelling house erected on the land;

(o) Permit any dwelling house constructed on the land to be used for the purpose of display home or for the purposes of marketing display homes unless prior written consent of the Transferor has first been obtained;

(p) Erect or cause, permit or allow to be erected or to remain erected on the land any advertisement, hoarding, sign or similar structure or permit the land or any building or buildings erected thereon to be used for the display of any advertisement, sign or notice provided that this covenant shall not prevent the display of the nameplate or light of any medical practitioner, dentist, legal practitioner or other such professional trade or business nameplate.

AND IT IS AGREED that the benefit of this covenant shall be attached to and run at law and in equity with the whole of the land the subject matter of Plan of Subdivision No. PS511431X (apart from the land) and that the burden of this covenant shall be annexed to run at law and equity with the land until 30 December 2006.

20.2 The purchaser must not do anything or allow to be done before taking or procuring a transfer of the land which would be in breach of the covenant