

9. Restrictive Covenant

The Land is sold subject to the following Restrictive Covenant. The Purchaser acknowledges and agrees that the following Restrictive Covenant will be included in a Memorandum of Common Provisions recorded under section 91A of the Transfer of Land Act. The Purchaser must include that Memorandum of Common Provisions reference on the transfer of land if the Restrictive Covenant is not already registered on the Certificate of Title for the Land:

And the said Transferee for himself, his respective heirs, executors, administrators and transferees the registered proprietor or 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 others the registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No: PS848623H (**Plan**) and each and every part thereof (other than the Land hereby transferred) as follows:

1. Not to construct or allow to be constructed on the Land any building:
 - a. other than one private dwelling and usual residential outbuildings of a minimum size (excluding garage, carport, veranda, pergola, outdoor alfresco and other outbuildings) of 130 square metres, but on lots with an area of 400 square metres or less of a minimum size (excluding garage, carport, veranda, pergola, outdoor alfresco and other outbuildings) of 110 square metres;
 - b. unless the dwelling is constructed of substantially new materials being brick, brick veneer, stone, masonry, concrete, render, timber or timber manufactured new look products;
 - c. unless any usual residential outbuildings are constructed of brick, brick veneer, stone, timber, manufactured timber new-look colours or coloured new iron;
 - d. unless the dwelling has a roof constructed substantially of corrugated colorbond, concrete or terracotta tiles, or tray deck profiles (but tray deck profiles are only permitted for flat roof designs where concealed by a parapet);
 - e. on a corner lot unless the dwelling addresses both street frontages in its design;
 - f. that is a dwelling with a setback less than 4 metres from the front boundary of the Land (excluding entry porch, veranda, balcony and pergola);
 - g. that is a dwelling, with the exception of its garage, with a setback less than 1 metre from any side boundary of the Land (excluding entry porch, veranda, balcony, pergola and garage);
 - h. that is a usual residential outbuilding with a setback less than 4 metres from any street frontage;
 - i. that is a dwelling unless it has at least one enclosed garage that is setback at least 450mm behind the front building line of the dwelling (excluding any entry porch, veranda, balcony or pergola);
 - j. unless the floor of any veranda is constructed of timber, concrete, brick or paving stones and any stumps to such veranda are in a non-exposed state;
 - k. unless all plumbing pipes, excluding stormwater pipes, are installed in the internal walls of the building;
 - l. unless construction of the dwelling is completed not more than 18 months after the date of commencement of construction and the landscaping of any area forward of the dwelling frontage is completed not more than 6 months after the date of the issue of the Certificate of Occupancy.
2. Not to construct or allow to be constructed on the Land any fence unless:
 - a. for side or rear boundaries unless the fence is constructed of Colourbond in "Woodland Grey" colour and is of a height of not more than 1.8 metres above the natural ground level and is raked to a height of 1.2 metres from the front building line of the dwelling to the front boundary line;
 - b. for front boundaries unless the fence is constructed to match the style of the dwelling house, and is constructed of stone base with picket upper, concrete cast base with picket upper, face brick base with picket upper, rendered wall base with picket upper or metal fence throughout, and is of a height of not more than 1.2 metres from the natural surface level;
 - c. any gates installed on any front fence match the remainder of the front fence.
3. Not to allow any pools, spa baths, rainwater tanks, clothes lines or drying areas, garbage bins or receptacle or other equipment unless such installations are screened from view from the street frontage of the Land.
4. Not to further subdivide the Land.
5. Not to allow any tv antennas, satellite dishes, radio antenna, solar panels or collectors or air conditioning units to be placed or installed on any building on the Land, unless such devices are located at the rear of any roof structure and are no higher than the highest point of such building and are such that they have a minimal visible impact from the street frontage of the Land.
6. Not to permit or allow any nature strip to become unkempt or untidy nor to allow any tree planted in such nature strip to be removed without the approval of the Ballarat City Council.

7. Not to park or allow to be parked on any nature strip or front yard any vehicles including cars, trucks, motor bikes, boats, trailers, buses, caravans or recreational vehicles.
8. Not to use or permit to be used any caravans or sheds for habitation.
9. Not to construct or allow to be constructed more than one vehicular crossover per street frontage to the Land without the approval of the Ballarat City Council.
10. Not to construct or allow to be constructed on the Land any driveway unless it is sealed in concrete, brick, asphalt, pavers (clay or concrete) from the crossover to the garage or carport and completed prior to issue of the Certificate of Occupancy for any dwelling located on the Land.
11. Not to permit or allow a prefabricated or previously-constructed dwelling house or shipping container to be erected or placed on the Land.
12. Not to use or suffer to have used or permit the Land to be used for the following purposes:
 - a. panel beating;
 - b. motor vehicle repairs;
 - c. any noxious or offensive trade within the meaning of the Health Act 1958 as amended from time to time; or
 - d. for the keeping or maintenance of greyhounds, pigs, pigeons, dog boarding kennels and cat boarding kennels.
13. Not to permit or allow the Land 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 registered proprietor or proprietors and occupiers for the time being of the land comprised in the Plan.

And it is hereby agreed that the benefit of the foregoing covenant shall be attached to and run at law and in equity with the land comprised in the Plan 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 Land hereby transferred and the same shall be noted and appear on every future certificate of title for the said Land and every part as an encumbrance save and except that the foregoing covenant shall cease to apply or affect the burdened Land as from 1 December 2044.