

COVENANT – Stage 2

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: PS845423H (**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 (this restriction does not apply to Lots 223, 224, 225, 226, 227, 228, 229, 230, 231, 232 and 233 on the Plan);
 - 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 (this restriction does not apply to Lots 223, 224, 225, 226, 227, 228, 229, 230, 231, 232 and 233 on the Plan);
 - 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 (this restriction does not apply to Lots 223, 224, 225, 226, 227, 228, 229, 230, 231, 232 and 233 on the Plan);
 - h. that is a usual residential outbuilding with a setback less than 4 metres from any street frontage (this restriction does not apply to Lots 223, 224, 225, 226, 227, 228, 229, 230, 231, 232 and 233 on the Plan);
 - 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;

- 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;
14. Not to permit or allow vehicular access to or from any boundary of the Land other than the western boundary of the Land (this restriction does not apply to Lots 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232 and 233 on 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.