

### 36. RESTRICTIVE COVENANT

The Purchaser covenants and agrees with the Vendor that it will observe and comply with the terms of the restrictive covenant set out below (**Restrictive** Covenant) and that the instrument of transfer of Land hereby sold from the Vendor to the Purchaser or the Purchaser's successors, executors, administrators, nominees or transferees shall contain a covenant in the form of the covenant set out below with the intent that the covenant shall be entered on and will run with the title to the Land hereby sold.

The following restriction is to be created upon registration of the Plan of Subdivision No.

"And the said transferees with the intention that the benefit of this covenant shall be attached to and run at law and in equity with every lot on the said Plan of Subdivision other than the lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the said Lot hereby transferred does hereby for themselves their heirs executors administrators and transferees and as separate covenants covenant with the said Transferor and the registered proprietor or proprietors for the time being of every lot on the said Plan of Subdivision and every part or parts thereof other than the lot hereby transferred that the said Transferees their heir executors administrators and transferees shall not:-

1. further subdivide the lot hereby transferred unless the land is of an area of 600 square metres or greater except for corner lots or land with a frontage of at least 14m
- 2.. Shall not place or allow:
  - (i) to be placed on the Lot any vehicle having a carrying capacity of one tonne or more or any boat, caravan, trailer unless screened from view of any street adjacent to or abutting such lot;
  - (ii) shall not place any two way radio or other aerial, any satellite dish or any other media or electronic communication aerial or device which may be visible to the front of the lot;
  - (iii) shall not carry on at any time, repairs or restoration of any motor vehicle, boats, caravans, trailers or other vehicles unless screened from view of any street adjacent to or abutting such lot;
  - (iv) shall not place or allow to be placed on the Lot clothes hoist or clothesline or are used for clothes drying or airing which is visible from any street adjacent to or abutting such lot.
3. Shall not at any time erect, construct, building or permit to be erected, constructed or built on the lot any externally mounted air-conditioning, evaporate cooling unit or device or any other plant and equipment including any solar hot water system tank (not solar panels) unless:.
  - (i) is similar in colour as the predominant colour of the roofing on which the unit or device is mounted,

- (ii) is not visible from any street from the front of house; and
- (iii) does have its highest point than the peak ridge of the roof of the dwelling on the Lot.

4. Shall not allow:

- (i) any rubbish or debris to remain on any lot at anytime and during construction periods unless such rubbish or debris is stored in a bin/skip in a proper and tidy manner
- (ii) any grass and weeds to grow over 200mm in height at anytime and to be slashed in accordance with City of Greater Geelong;
- (iii) any signage unless the sign of a Builder during the construction period .
- (iv) to leave the lot in the state of disrepair
- (v) to erect, cause or permit to be erected or remain on the lot any type of front fence or side fence forward of the front facade of the dwelling;
- (vi) to construct any side or rear boundary fencing on the lot other than that constructed of masonry, colorbond or timber;
- (vii) to construct any side or rear boundary fencing that is not at least 1800mm in height;
- (viii) erect, cause or permit to be erected or remain on the lot a dwelling (excluding garages, verandas and balconies) other than a minimum size of 110m<sup>2</sup> except for dual occupancy development;
- (ix) to erect, cause or permit to be erected or remain on the lot a dwelling (excluding garages) set back less than 4.5mt from the lot frontage except for corner allotments being developed for dual occupancy;
- (x) to erect, cause or permit to be erected or remain on the lot a garage set back less than 5mt from the lot frontage, except for corner allotments being developed for dual occupancy;
- (xi) to use reflective materials for the roof or any building (other than a garden shed) except for panels for the collection of solar energy;
- (xii) to construct a roof (other than a garden shed) visible from a road with a pitch of less than 22 degrees;
- (xiii) to construct on the lot more than one driveway and crossover without the consent of the City of Greater Geelong or its successors;
- (xiv) to erect, cause or permit to be erected or remain on the lot any temporary, relocatable buildings or structures including storerooms and gardens sheds unless for use in connection with the building of the dwelling house;
- (xv) to occupy the dwelling without the driveway being fully constructed;

5. Shall complete front landscaping on the lot within 6 months of the occupancy Permit date;

AND it is intended that this Covenant shall appear as an encumbrance affecting the same and every part thereof on the Certificate of Title to be issued in respect to the lot hereby transferred and will run with the Land.