

Mclvor Forest Estate

Stage 19

The following restrictive covenants affect all lots on Plan of Subdivision 810191Y unless otherwise approved by Mclvor Forest Pty Ltd in writing.

The said Transferee their heirs, executors, administrators, assigns and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and every part thereof DO HEREBY COVENANT with the said Transferor their assigns and transferees and other registered proprietor or proprietors for the time being of the land comprised in the Plan of Subdivision PS810191Y and every part or parts thereof (other than the land hereby transferred) that they:

1. Shall not erect on the land hereby transferred or cause to be erected or allow to remain erected on the land hereby transferred:
 - a) Any dwelling house, garage, shed, outbuilding or other structure (including fencing), using other than new materials, or that has been previously occupied;
 - b) Any dwelling house including the outer walls thereof, such area being calculated by excluding the area of carports, garages, terraces, pergolas or verandas, on
 - i) Lots 41 to 48 which has a floor area of less than 180 square metres;
 - ii) lots 23 and 30 which has a floor area of less than 160 square metres;
 - c) Any dwelling house that is greater than two storeys in height;
 - d) Any dwelling house unless not less than 80% of the external walls or external wall surfaces of such dwelling (excluding windows) are constructed of brick, brick veneer, natural stone, rendered cement brick, rendered fibre reinforced concrete, rendered prefabricated concrete tilt slabs, rendered TWS unitext[®], or rendered QT Series wall panel, or similar material at the discretion of the Vendor;
 - e) Any detached shed or outbuilding within 10m of any front street boundary or on corner Lots and unless set back at least 5 metres from any side street boundary;
 - f) Any detached shed or outbuilding having a total combined area in excess of 90 square metres or a height exceeding 4 metres or is a design approved by the Transferor herein;
 - g) Any external shedding unless the external surfaces are constructed of a Colorbond type /non reflective material or the materials specified in covenants (d) above;
 - h) Any building or structure excluding a fence within 4 metres of any street boundary unless approved by the transferor herein;
 - i) Any building or other structure (including water tank) which is constructed wholly or partly of galvanised iron cladding or aluminium cladding;
 - j) Any main building for use other than as a residence and any building for use for commercial purposes, save that a main building may be used for the purposes of a display home or domestic home office employing no more than two people with the transferors approval and subject to council approval;
 - k) Any fence, excepting the fencing specified on those boundaries referred to in condition 16(b) of City of Greater Bendigo Planning Permit No DS/1001/2003, unless such fence is constructed of Bluescope Lysaght Smartascreen[®] in the colour "Woodland Grey[™]" or if that material is no longer manufactured, then in an

equivalent colour and material and such fence shall not exceed 2 metres in height from the natural ground level;

- l) Any fence abutting a street boundary or within 4 metres of any street boundary unless in accordance with the Fencing Guide included in the Section 32 or is in a design approved by the transferor herein;
- m) Any building or other structure which is constructed wholly or partly of galvanised iron cladding or aluminium cladding;
- n) Any more than one dwelling house such expression to include any flat, unit or apartment;
- o) Any water tank unless such water tank is finished in material other than raw galvanised iron or raw concrete and unless such water tank is shielded from view from the front street boundary;
- p) Any television or satellite dish unless same is shielded from view from the front street boundary;
- q) Any carport unless it is constructed as part of the continuous roofline of the main dwelling structure;
- r) Any dwelling unless it is provided with a rainwater tank for the collection and re-use of roof collected stormwater, such rainwater tank to be connected to the plumbing to provide water for toilet flushing and garden irrigation;
- s) Shall not own or allow any dog to be present on the land hereby transferred unless such dog is contained within the land hereby transferred and is only permitted to leave the said land controlled upon a leash;
- t) Shall not allow any tree within 5 metres of the rear boundary of the lot hereby transferred and no other tree with a butt diameter greater than 150mm, measured 1 metre above ground, or greater than 5 metres in height, to be removed or lopped without the written consent of the City of Greater Bendigo unless:
 - i) The removal is as a result of works required by the City of Greater Bendigo, Coliban Water, Powercor, Telstra, TXU Networks (Gas) Pty Ltd or of the CFA; or
 - ii) The tree constitutes an immediate threat to life or property; or
 - iii) The tree's removal is necessary for the safe and proper construction of an approved house, garage, carport, driveway, outbuildings or dividing fence.
- u) Shall not further subdivide the land hereby transferred;
- v) Shall not use any caravan, or other type of temporary accommodation, as permanent accommodation which shall be defined as use for more than four weeks per annum or for more than two weeks at a time;

AND IT IS INTENDED that the foregoing covenants shall be set out as encumbrances on the certificate of title issued or to issue for the land hereby transferred and the covenants numbered **(a)to(s)&(u)** shall run with the land for a period of ten years from the date of this transfer of land.