

## RESTRICTIVE COVENANT STAGE 6 (C1 -Lots 269-324 on PS701835N)

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 PS701835N 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 only single storey or two storey private dwelling house with the usual outbuildings with a minimum dwelling house size (excluding integrated garage) of 120 square metres (12.9 squares) but on lots with an area less than 400 square metres with a minimum dwelling house size (excluding integrated garage) of 90 square metres (9.68 squares) excluding Lot 269, 270 & 271;
- (b) unless the exterior walls of the dwelling house are constructed of new materials being exposed brick, brick veneer or render, timber or manufactured timber-look products or non-reflective corrugated iron cladding provided that if timber, manufactured timber look products or non-reflective corrugated iron cladding are used, they shall not cover an area of more than 50% of the external walls of the dwelling without obtaining approval from Integra (Vic) Pty. Ltd.;
- (c) unless on lots with a frontage greater than 14 metres any dwelling house is constructed not less than 4 metres from the front boundary of the Land and 1 metre from the side boundaries (excepting any entry porch, veranda, balcony, eaves and pergola);
- (d) unless on lots with a frontage equal to or less than 14 metres any dwelling house is constructed not less than 4 metres from the front boundary of the Land and not more than 1 metre from one side boundary (excepting any entry porch, veranda, balcony, eaves and pergola);
- (e) Unless on Lot 270,
  - (i) it is constructed not less than 4 metres from the front boundary of the Land;
  - (ii) it is constructed not less than 2 metres from the side boundary having a street frontage and not less than 1 metre from the remaining side boundary;
  - (iii) both street frontages are addressed in the design of the dwelling houses; and
  - (iv) no more than 2 dwelling houses are constructed on this Lot;
- (f) unless on corner Lots 272, 274, 275, 278, 284, 285, 290, 292, 298, 301, 311 & 323 any dwelling house is constructed not less than 4 metres from the front boundary of the Land and not less than 2 metres from the side boundary having a street frontage and not less than 1 metre from the remaining side boundary (excepting any entry porch, veranda, balcony, eaves and pergola);
- (g) unless:
  - (i) copies of the building plans and schedule of external colours have been submitted to Integra (Vic) Pty Ltd for its approval prior to commencement of construction of any dwelling house; and
  - (ii) the same front façade building design is not used within 5 dwellings (including the Lot hereby transferred) and includes Lots either side, opposite and other street frontages where applicable, but excluding Lots 269 & 271
- (h) unless it:
  - (i) has eaves with a minimum width of 200 millimetres for the entire perimeter of the dwelling, or
  - (ii) unless the dwelling house has parapet walls that return a minimum 3 metres along both sides of the connecting return walls from the front of the dwelling; or
  - (iii) a combination of parapet and eaves with a minimum eave width of 200 millimetres around the entire perimeter of the dwelling house; but excluding Lot 269 & 271.
- (i) unless the garage is constructed no further forward than the front of the dwelling house excluding any entry porch, veranda, balcony, eaves or pergola without obtaining approval from Integra (Vic) Pty. Ltd.;
- (j) unless on corner lots where both street frontages must be addressed in the design of the dwelling house;
- (k) unless all plumbing pipes, apart from stormwater pipes, are installed in the internal walls of any building;
- (l) which is an outbuilding that does not match the style of the dwelling house. Garden sheds shall not be constructed of any materials other than colourbond, timber, brick or render;
- (m) unless the floor of any veranda shall be constructed of timber, concrete, brick or paving stones;
- (n) unless the stumps to any veranda shall not be left in an exposed state;
- (o) unless the building of the dwelling house is completed not more than twelve months after the date of the issue of a building permit and landscaping of the area in front of the building line is completed within six months of the issue of the Occupancy Permit;

2. Not to construct or allow to be constructed on the Land any fence:

- (a) unless the material used in construction of any side or rear fence is colourbond fencing in Woodland Grey colour and is to a height not more than 1.8 metres above natural ground level;

- (b) for front boundaries unless the style of fence matches the style of the dwelling and the fence is to a height of not more than 1200 millimetres above natural ground level without obtaining approval from Integra (Vic) Pty. Ltd. ;
  - (c) for side boundaries unless the fence is raked to a height of not more than 1200 millimetres from 1 metre behind the front building line of the dwelling to the front boundary line;
  - (d) unless on corner lots along the side street frontage boundary the fence starts at a point 3 metres behind the front building line and for the other side boundary unless the fence is raked to a height of not more than 1200 millimetres from 1 metre behind the front building line of the dwelling to the front boundary line;
3. Not to further subdivide the Land hereby transferred but excluding Lot 269, 270 & 271.
  4. Not to further subdivide Lot 269, 270 & 271 without obtaining approval of the proposed Plan of Subdivision from Integra (Vic) Pty. Ltd.
  5. Not to permit or allow the naturestrip to become unkempt or untidy.
  6. No driveway or pedestrian pathway will be covered in materials other than brick, concrete or other similar sealed material and will be completed prior to the occupation of the dwelling.
  7. Not to construct or allow to be constructed more than one vehicular crossover per street frontage to the Land.
  8. No prefabricated dwelling house shall be erected on the Land or any part of it and no constructed house or partly constructed house may be moved onto the Land without obtaining approval from Integra (Vic) Pty. Ltd.
  9. Not to allow any tree planted in the nature strip of the land to be removed unless approved by the Responsible Authority.
  10. Not to use or suffer to have used or permit the said land to be used for the following purposes:
    - (a) panel beating;
    - (b) motor vehicle repairs.
  11. Not to permit or allow the Land hereby transferred 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.
  12. Not to park or allow to be parked any vehicles, including cars, trucks, motor bikes, boats, trailers, buses, caravans and recreational vehicles on any nature strip or front yard.
  13. Not to allow any antennas, air conditioning units, satellite dishes or radio aerials to be installed or allowed on the Land unless they are located at the rear of any roof structure and are no higher than the highest point of the roof of the dwelling house and further will not install any radio or similar mast on the Land.
  14. Not to use or suffer to have used or permit the said land to be used for the carrying out of any noxious or offensive trade within the meaning of the Health Act 1958 (as amended) or for the keeping or maintenance of:
    - (a) Greyhounds; or
    - (b) Pigs; or
    - (c) Pigeons or Pigeon lofts; or
    - (d) Dog boarding kennels; or
    - (e) Cat boarding kennels; or
    - (f) Poultry.

**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 of Subdivision 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 lot hereby transferred and the same shall be noted and appear on every future Certificate of Title for the said lot and every part as an encumbrance affecting the same save and except for the provisions of Clauses 1(a) to (m), 2 (a) to (d), 6 and 7 which shall cease to apply or affect the burdened land as from the **1 January 2025**.