

Hiley Place - Restrictive Covenants

The parties agree that it shall be a condition of the sale or transfer of the Land that the purchaser or transferee and their successors in title agree to be bound by and to have recorded on the certificate of title the restrictive covenants set out below:

"And the transferee does hereby covenant for the transferee, its executors, administrators and assigns and as a separate covenant with the transferor and its transferees, successors and assigns and the registered proprietor or proprietors for the time being of the Land comprised in the plan of subdivision except the lot or lots hereby transferred that, without the prior written consent of the transferor, the transferee: -

- (a) shall not erect on the Land hereby transferred or cause to be erected or allow to remain erected on the Land hereby transferred:
- i. any dwelling house, garage, shed, outbuilding or fence using other than new materials;
 - ii. any dwelling house unless not less than 50% of the external surface area of the external walls or external wall surfaces of such dwelling (excluding windows) are constructed of brick, brick veneer or rendered finishes;
 - iii. any dwelling house which has a floor area of less than 200 square metres and the floor area shall include the outer walls thereof, such area being calculated by excluding the area of carports, garages, terraces, pergolas or verandahs;
 - iv. any more than one dwelling house, such expression to include any flat, unit or apartment;
 - v. any dwelling house unless the whole of that structure is situated at least 8 metres from the front street boundary;
 - vi. any temporary building or other temporary structure except a single shed for use by a builder during the course of construction of a dwelling house;
 - vii. any carport;
 - viii. any dependent person's unit or dwelling;
 - ix. any garage unless it is fully enclosed and located under the main roof of the dwelling house and having a common wall with the dwelling house;
 - x. any building or other structure which is constructed wholly or partly of mud brick, galvanised iron cladding or aluminium or reflective cladding;
 - xi. any shed or outbuilding unless the external walls or external wall surfaces of such shed or outbuilding are constructed of double sided Colorbond panels, brick, brick veneer or rendered finishes or are substantially similar to the external finish of the dwelling house;
 - xii. any shed or outbuilding having a combined floor area in excess of 120 square metres;
 - xiii. any shed or outbuilding unless it is constructed at the rear of the dwelling house;
 - xiv. any fence not in accordance with the fencing design guidelines maintained and amended from time to time by the transferor ("Hiley Place Fencing Design Guidelines") a copy of which may be obtained by the transferee upon written request addressed to Your Land Developments, 57A Queen Street, Bendigo, Victoria 3550;
 - xv. any fence, unless such fence is constructed of Colorbond material in BlueScope Steel's Teatree colour or if that material is no longer manufactured, then in an equivalent material (except where permitted by the Hiley Place Fencing Design Guidelines);
 - xvi. any fence not equal to a height of 1.8 metres from the natural ground level (except where permitted by the Hiley Place Fencing Design Guidelines);
 - xvii. any driveway unless such driveway is constructed from concrete, pressed bricks, pavers, asphalt or other durable all weather surface;

- xviii. where the Land hereby transferred is Lot 1 on the Plan, any driveway or crossover unless such driveway or crossover is constructed on the western boundary of the Land and is located at least 20 metres from the southern boundary of the Land;
 - xix. where the Land hereby transferred is Lot 1 on the Plan, any dwelling unless the façade of such dwelling parallel with either the northern boundary of the land or the western boundary of the Land;
 - xx. any hot water service or door (other than a front entrance door or a garage door) which is visible from a road reserve abutting the Land hereby transferred;
- (b) shall not build or cause to be built or allow to be built or allow to remain a dwelling house or any other improvements, or carry out, cause to be carried out or allow to be carried out any building or construction works on the Land hereby transferred unless:
- i. copies of building plans, elevations, site plan (incorporating set-back from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths and details of outbuildings) and fencing diagrams have been submitted to the transferor or its delegated agent; and
 - ii. the transferor or its delegated agent has given approval in writing to the plans prior to the commencement of works, with the transferor reserving the right to withhold approval of plans at its absolute discretion;
- (c) shall not use, cause to be used or allow to be used any dwelling house erected on the Land for any purpose other than as a residence which may include a home office and shall not use any building erected on the Land for commercial purposes unless a planning permit for that use is granted;
- (d) shall not erect or cause to be erected on the Land, or allow to be erected or remain or display, cause to be displayed or allow to be displayed any sign, hoarding or advertising of any description including a "for sale" sign unless construction of a dwelling house has been completed and an occupancy permit has issued;
- (e) shall not permit or cause to be permitted or allow to be permitted recreation or commercial vehicles (above a gross vehicle mass of 4.5 tonnes) including but not limited to utility trucks, vans, boats, caravans or motorcycles to be parked or accommodated on the Land where they can be visible from any street or from parkland;
- (f) shall not accumulate or cause to be accumulated or allow to be accumulated any waste, rubbish, building or site excavations, grass clippings or pruning on the Land;
- (g) shall not subdivide the Land hereby transferred; or
- (h) shall not at any time allow, use or cause to be used or suffer or otherwise allow to be used the Land or any part of the Land for the purposes of carrying on any noxious or offensive trade or works,

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 these covenants shall expire on the date that is 10 years from the date of registration of plan of subdivision PS743678Q ("the Plan") by the Registrar of Titles."