

## HOMESTEAD ESTATE STAGE 2 – RESTRICTIVE COVENANTS

"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 dwelling house unless:
    - (A) that dwelling house features a front façade at least 14 metres wide;
    - (B) that dwelling house features a front entrance facing the front street boundary of the Land;
    - (C) that dwelling house features at least a double garage facing the front street boundary of the Land; and
    - (D) the garage side of that dwelling house is situated at least 1 metre from the relevant side title boundary;
  - v. any more than one dwelling house, such expression to include any flat, unit or apartment;
  - vi. any dwelling house unless the whole of that structure is situated at least 8 metres from the front street boundary;
  - vii. 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;
  - viii. any carport;
  - ix. any dependent person's unit or dwelling;
  - x. 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;
  - xi. any building or other structure which is constructed wholly or partly of mud brick, galvanised iron cladding or aluminium or reflective cladding;
  - xii. 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;
  - xiii. any shed or outbuilding having a combined floor area in excess of 120 square metres;
  - xiv. any shed or outbuilding unless it is constructed at the rear of the dwelling house;
  - xv. any fence not in accordance with the fencing design guidelines maintained and amended from time to time by the transferor ("Homestead Estate Fencing Design Guidelines – Stage 2") a copy of which may be obtained by the transferee upon written request addressed to Your Land Developments, 57A Queen Street, Bendigo, Victoria 3550;
  - xvi. 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 Homestead Estate Fencing Design Guidelines – Stage 2);
  - xvii. any fence not equal to a height of 1.8 metres from the natural ground level (except where permitted by the Homestead Estate Fencing Design Guidelines – Stage 2);
  - xviii. any driveway unless such driveway is constructed from concrete, pressed bricks, pavers, asphalt or other durable all weather surface;

