

## **Toolern Waters Restrictive Covenant: version 31 October 2012**

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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 the 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.

### **Form of Covenant to be included on Instrument of Transfer**

"AND the said Transferee with the intention that the benefit of this covenant shall be attached to and run at law and in equity with every lot on Plan of Subdivision No. \_\_\_\_\_ (**the Plan**) hereby transferred does for himself his heirs executors administrators and transferees and as a separate covenant covenants with the said Transferor and the registered proprietor or proprietors for the time being of every lot on the Plan and every part or parts thereof that the said Transferees their heirs executors administrators and transferees shall not at any time on the said lot hereby transferred or any part or parts thereof:

- leave the lot in a state of disrepair, including the presence of excessive weeds or rubbish;
- erect, cause or permit to be erected or remain on the lot any type of front fence or side fence forward of the front façade of the dwelling;
- construct any side or rear boundary fencing on the lot other than that constructed of masonry, colorbond or timber;
- construct any side or rear boundary fencing that is not at least 1800mm in height;
- erect, cause or permit to be erected or remain on the lot more than one dwelling house except on corner lots or land with an area of at least 700m<sup>2</sup> or land with a frontage of at least 14m. Land that has frontage to Toolern Waters Drive must not be developed with more than one dwelling unless the land is on a corner or has an area of more than 700m<sup>2</sup>;
- 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 multi dwelling developments;
- erect, cause or permit to be erected or remain on the lot a dwelling (excluding garages) set back less than 4.5m from the lot frontage;
- erect, cause or permit to be erected or remain on the lot a garage set back less than 5m from the lot frontage;
- use reflective materials for the roof of any building (other than a garden shed) except for panels for the collection of solar energy;
- construct a roof (other than a garden shed) visible from a road and with a pitch of less than 22 degrees;
- construct on the lot more than one driveway and crossover without the consent of the Shire of Melton or its successors;
- place, park or maintain any commercial vehicle with a carrying capacity of one tonne-or greater or any caravan, boat or trailer on the land or any part thereof such that the vehicle, caravan or trailer is in a position which is visible from the street abuttal of the lot on which it is placed, parked or maintained;
- erect, cause or permit to be erected or remain on the lot any temporary, relocatable buildings or structures including storerooms and garden sheds unless for use in connection with the building of the dwelling house;
- install external plumbing on housing, apart from stormwater pipes;
- occupy the dwelling without fully constructing the driveway; and
- further subdivide the land hereby transferred, except for corner lots or land with an area of at least 700m<sup>2</sup> or land developed with more than one dwelling;

AND this covenant shall appear in the Certificate of Title and Folio of the Register to issue from the Land Titles Office for the said land and run with the land."