

Protective Covenants

The Purchaser hereby agrees that any Transfer from the Vendor if the land hereby purchased will incorporate a restrictive covenant in a form and manner prescribed by the Vendor or its Solicitors, with the intent that the benefit of such covenant shall be attached and run at law and in equity with the lots comprised in the said Plan of Subdivision other than the lot hereby sold substantially in the following form:

The Transferees for themselves and their successors and transferees the registered proprietor or proprietors for the time being of the Land, hereby transferred and, or each part thereof, do hereby covenant with the transferors their successors and transferees the registered proprietor or proprietors for the time being of the land comprised in the plan and each and every part thereof (other than the Land hereby transferred) that we shall not at any time.

- A** Erect, place, permit, licence or authorise on the Land hereby transferred any dwelling house other than a dwelling house of which not less than seventy five per centum (75%) of the external wall area is constructed of brick, brick veneer, stone, masonry or a foam rendered finish.
 - B** Erect, place, permit, licence or authorise on the Land hereby transferred, more than one dwelling house together, with the usual outbuildings unless the Transferees first obtain the written approval of Latrobe Valley Gold Driving Range Pty Ltd ACN 007 074 179 which approval may be withheld in its absolute discretion.
 - C** Permit or authorise the Land to be subdivided unless the Transferees first obtain the written approval of Latrobe Valley Golf Driving Range Pty Ltd ACN 007 074 179 which approval may be withheld in its absolute discretion.
 - D** Erect, place, permit, licence or authorise on the Land hereby transferred any dwelling house other than a dwelling house of which the external walls are constructed of a material other than any of materials referred to on Sub-Clause (a) hereof unless the Transferees first obtain the written approval of Latrobe Valley Golf Driving Range Pty Ltd ACN 007 074 179 which approval may be withheld in its absolute discretion.
 - E** Erect, place, permit, licence or authorise to be erected upon the said Land hereby transferred, any building structure or fence constructed wholly or partly of second hand materials, apart from second hand bricks which if used, must be covered with cement render.
 - F** Erect, place, permit, licence or authorise to be erected upon the said Land hereby transferred, any building structure or fence constructed wholly or partly of materials that are of a reflective nature.
 - G** Erect, place, permit, licence or authorise on the Land hereby transferred, any building, the external walls of which are constructed of hardiplank, cement sheet or like materials, save for the use of such materials for eave lining, gable ends and in-fills.
 - H** Use or permit or allow the Land hereby transferred, to become overgrown with grass or weeds, or allow any rubbish, car parts, automotive wrecks to be dumped, stored or accumulated on the Land hereby transferred at any time.
 - I** Use or permit or cause or allow the Land hereby transferred, or any part thereof, to be used for the purpose of parking, garaging or servicing of any motor vehicle in excess of 20 tonnes gross vehicle mass, except of the purpose of loading and unloading goods.
 - J** Erect, place, permit, licence or authorise on the Land hereby transferred, any relocated building.
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And it is hereby agreed that the benefit of the foregoing covenants shall be attached to and run at law in equity with the land comprised in the Plan so that the burden thereof shall be annexed to and run at law and in equity with the said Land hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said Land as an encumbrance affecting the same and every part thereof.