

1. Restrictive Covenant

1.1 Eaglewood Estate Restrictive Covenants (Stage 1 not including Lot 16)

"AND the transferee does hereby covenant for himself his 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, he: -

- (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 which has a floor area of less than 114 square metres including the outer walls thereof, such area being calculated by excluding the area of carports, garages, terraces, pergolas or verandahs;
 - (iii) any building or other structure which is constructed wholly or partly of galvanised iron cladding or aluminum cladding;
 - (iv) any dwelling house unless not less than 80% of the external walls or external wall surfaces of such dwelling (excluding windows) are constructed of brick, brick veneer, brick cement render, stone, masonry veneer with rendered texture coating and a painted or coloured exterior surface;
 - (v) any detached garage, shed or outbuilding having an area in excess of 80 square metres or a height exceeding 4 metres;
 - (vi) any front fence (as defined below) unless such fence:
 - (a) is not constructed of galvanised iron cladding, aluminium cladding or Colorbond material; and
 - (b) does not exceed 1.2 metres in height from the natural ground level;
 - (vii) any fence, other than a front fence, unless such fence:
 - (a) is constructed of steel Colorbond material in the colour "Summer Shade" or, if that material is no longer manufactured, then in an equivalent material;
 - (b) does not exceed 2 metres in height from the natural ground level;
 - (viii) any more than one dwelling house such expression to include any flat, unit or apartment;
- (b) shall not subdivide the land hereby transferred but this restriction shall not apply to lot 16.

AND the expression "front fence" shall be defined as:

- A. if no dwelling house has been erected on the land and the land has frontage to a single street then any fence erected within 5 metres of the title boundary abutting the street;
- B. if a dwelling house has been erected on the land and the land has frontage to a single street then any fence erected forward of the front façade of the dwelling house;
- C. if no dwelling house has been erected on the land and the land has frontage to more than one street ("corner lot") then any fence erected within 5 metres of one of the title boundaries (excluding a splay corner) abutting a street;
- D. if a dwelling house has been erected on the land and the land is a corner lot then any fence erected forward of the front façade of the dwelling house;

BUT nothing herein shall prevent the construction of a fence, as defined in paragraph (a) (vii) above, on the south eastern boundary of lot 13 and the north western boundaries of lots 14 and 16;

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 shall run with that land for a period of 6 years from the date of this transfer of land.

- 1.2 Notwithstanding anything to the contrary in this contract the vendor reserves the right to vary the restrictive covenants in relation to any other lot in the subdivision."