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| Lodged by |  |
| Name: |  |
| Phone: |  |
| Address: |  |
| Reference: |  |
| Customer code: |  |

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

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 Plan of Subdivision No ######## and each and every part thereof (other than the Land hereby transferred) that we shall not at any time:-

1. In the event that the Land hereby transferred has a land area equal to or less than 600 square metres erect, place, permit, licence or authorise on the Land hereby transferred more than one dwelling house together with the usual outbuildings with such dwelling house to contain a floor area of not less than 120 square metres within the outer walls thereof (calculated by excluding the area of any carport, garage, terrace, pergola, verandah or outbuilding);
2. In the event that the Land hereby transferred has a land area greater than 600 square metres erect, place, permit, licence or authorise on the Land hereby transferred more than one dwelling together with the usual outbuildings with such dwelling house to contain a floor area of not less than 140 square metres within the outer walls thereof (calculated by excluding the area of any carport, garage, terrace, pergola, verandah or outbuilding);
3. 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 (74%) of the external wall area is constructed of brick, brick vaneer, stone, masonry or a foam rendered finish;
4. 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 materials referred to in sub-clause (c) hereof unless the Transferees first obtain the written approval of **Glenhaven Fields Pty Ltd ACN 636 237 093** which approval may be withheld in its absolute discretion;
5. 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 secondhand bricks which is used must be covered with cement render;
6. 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;
7. Erect, place, permit, licence or authorise on the Land hereby transferred nay 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;
8. 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;
9. Use or permit or cause or allow the Land hereby transferred or any part thereof to be used for the purposes of parking, garaging or servicing of any motor vehicle in excess of 5 tonnes gross vehicle mass except for the purpose of loading and unloading goods;
10. Erect or replace on the Land hereby transferred any boundary fence (other than the front boundary fence) that is constructed of other than hardwood post and treated pine capping box paling timber fence that has a minimum height of 900mm and a maximum height of 1,800mm;
11. Erect, place, permit, licence or authorise on the Land hereby transferred any relocated building;
12. Notwithstanding the provisions of paragraphs (a) & (b) hereof, to subdivide and or erect more than one dwelling house on the Land hereby transferred unless the Transferors have consented in writing to the Transferees’ written request (with such request to be made no later than 5 years from the date of this Transfer) to subdivide and or construct more than one dwelling house on the Land hereby transferred which request the Transferors shall be entitled to refuse in their absolute discretion without being called upon to give any reason for such refusal;
13. Occupy any dwelling house constructed on the Land until a full concrete vehicle crossover and driveway has been constructed/installed from the curb at the street frontage of the Land to the street frontage boundary of the Land;
14. Prior to 5 years from the date of this Transfer, place or erect any “for sale” signage or advertising indicating that the Land thereon is available for sale unless the Transferee has already constructed a dwelling house on the land or unless the Transferor has consented in writing to the Transferees’ written request prior to the expiration of the aforesaid 5 year period for the placement or erection of “for sale” signage or advertising which request the Transferor shall be entitled to refuse in its absolute discretion without being called upon to give any reason for such refusal.

AND IT IS HEREBY AGREED that the benefit of the foregoing covenants shall be attached to and run at law and in equity with the land comprised in Plan of Subdivision No. ##### so that the burden thereof shall be annexed to and run at law and in equity with the said Land hereby transferred and the same shall be noted and appear on every future Certificate of Title for the said Land as an encumbrance affected the same and every part thereof.