



IMAGINE Stage 9 RESTRICTIVE COVENANTS

"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: -

1. 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 more than one private dwelling house (which expression shall include a display home, a house, apartment, unit or flat);
 - (ii) any dwelling house, garage, shed, outbuilding or fence using other than new materials;
 - (iii) any dwelling house which has a floor area of less than 120 square metres including the outer walls thereof, such area being calculated by excluding the area of carports, garages, terraces, pergolas or verandahs;
 - (iv) any building or other structure which is constructed wholly or partly of galvanised iron cladding or aluminium cladding;
 - (v) 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 or masonry veneer with texture coating and a painted or coloured exterior surface;
 - (vi) any detached garage, shed or outbuilding having an area in excess of 80 square metres or a height exceeding 4 metres;
 - (vii) any fence unless such fence complies with the Imagine Fencing Guidelines.
2. shall not subdivide the land hereby transferred.
3. shall not build or cause to be built or allow to be built or allow to remain more than one dwelling-house (which expression shall include a house, apartment, unit or flat) on the burdened land;
4. shall not use the land for any trade, industry or commerce save and except a display home.

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."