The Sale and Purchase is made on the basis that any transfer of the land to the purchaser will contain the following restrictive covenants:-

"The Transferees hereby for themselves and their transferees, executors, administrators and assigns as a separate covenant DO HEREBY COVENANT with the Transferor and other the registered proprietor or proprietors for the time being of each Lot on Plan of Subdivision No. PS 537082 B and every part thereof other than Lot 2 hereby transferred as follows:-

(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 and having a floor area of not less than 120 sq. metres including the outer walls thereof such area being calculated by excluding the area of carports, garages , terraces , pergolas or verandahs;

(ii) Any building or other such structure including fencing which is constructed wholly or partly of galvanised iron or zincalume cladding, aluminium cladding or mud brick;

(iii) Any dwelling house having less than 70% of the external walls or external wall surfaces of such dwelling (excluding windows) constructed of brick, brick veneer, cement render, stone or masonry;

(iv) Any detached garage, shed or outbuilding having an area in excess of 60 square metres or a height exceeding 4.5 metres;

(v) Any building or. other structure on any corner lot, being Lots 1, 28, 29, 37, 38, 46 54, 55, & 68 unless such building has been designed to the satisfaction of the transferor to front both street frontages.

(vi) Any fence unless such fence is constructed of colorbond material in the colour "Willow". Such fence shall not exceed 2 metres in height from the natural ground level. The side boundary fences shall taper to half height at the street boundary such tapering to commence 4.8 metres from the street boundary.

(vii) Any more than one dwelling house such expression to include any flat, unit or apartment.

(viii) Any moveable dwelling.

(b) Shall not allow any detached garage, shed or other outbuilding erected on the said lot or any tent, caravan or other form of portable accommodation standing on the said lot to be used for purpose of residential accommodation.

(c) That the said lot will not be re-subdivided nor will more than one residence be erected on the said lot, with the exception of Lot 64, and any lot prefixed by the Letter "S" which is for a further stage of development or unless the said lot exceeds 1000 square metres in area in which case no more than two townhouses can be erected on the said lot.

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 the land for a period of fifteen years from the date of this Transfer of Land ."