

PROTECTIVE COVENANT

The Purchaser will include in the Transfer of Land a Covenant as follows:-

AND the Transferee for himself, his heirs, executors, administrators and transferees the registered proprietors of the land hereby transferred and of each and every part of it (the "Lot") covenant with the Transferor and the other registered proprietors for the time being of the lots on the Plan of Subdivision No PS723410Y (the "Plan") and each and every part of it (other than the Lot hereby transferred) that:-

1. Not to construct or allow to be constructed on the Lot (excluding Lots M1, M2 ,M3) any buildings other than one single storey or two storey private dwelling house.
2. Not to construct or allow to be constructed on the Lot:-
 - (a) any buildings unless the exterior walls of the building are constructed of new materials being exposed brick, brick veneer or render, timber or manufactured timber-look products or non-reflective corrugated iron cladding;
 - (b) any outbuildings constructed of material other than substantially brick, brick veneer, stone manufactured timber-look products or non-reflective corrugated iron cladding.
3. Not to permit the Lot to remain without basic landscaping for more than six (6) months from the date of first occupancy of any house.
4. Not to permit the Lot to be used for the keeping of horses, sheep or pigs or other livestock except for domestic dogs or bona fide household pets or for the keeping of domestic pets which are controlled at all times and droppings from which are immediately cleaned from public areas other than the parcel of land of approximately 24,441 square metres in size located west of the Bonshaw Creek.
5. Not to construct or allow to be constructed on any Lot any prefabricated House.
6. Not to allow a constructed or partly constructed House to be moved onto the Lot.
7. Not to construct or allow to be constructed on the Lot any side or boundary fence unless the material is colourbond "Monument" colour fencing (both sides) and is to a height of 1.8 metres above natural ground.
8. Not to use or permit the Lot to be used for Panel Beating or Motor Vehicles repairs.
9. Not to further subdivide the Lot hereby transferred other than Lots M1, M2, M3 and that area of land which is subject to the Heritage Overlay being the land shown as 6,432 square metres on the Master Plan and formerly part of the Ploughmans' Arm Hotel.

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10. Not to park or allow to be parked any vehicles, including trucks, motor bikes, boats, trailers, caravan and recreational vehicles on any nature strip or front yard.
11. Not to permit or allow the Lot hereby transferred to become or remain in an unsightly, untidy, unclean or unwholesome condition or appearance or be used in any manner which constitutes an annoyance, nuisance or disturbance to the registered proprietor or proprietors and occupiers for the time being of the Lots comprised in the Plan of Subdivision.
12. Not to allow any antennas, air conditioning units, satellite dishes, solar heating storage drums or radio aerials to be installed or allowed on the Lot unless they are located at the rear of any roof structure and are no higher than the highest point of the roof of the dwelling house.
13. Not to construct or allow to be constructed any building on the Lot unless all plumbing pipes, apart from stormwater pipes are installed in the internal walls of any building.
14. Not to construct or allow to be constructed on the Lot any building unless it has a rainwater tank that meets the requirements of Central Highlands Water (generally specified in its publication Ballarat West PSP Potable Water Demand Target-Supplementary Guide April 2014 as amended) for the Ploughmans Arms Estate.
15. Not to construct a dwelling or fence on any corner lot unless both street frontages are addressed in the design to be in keeping with the neighbourhood streetscape.

AND IT IS HEREBY AGREED that the benefit of the foregoing Covenant shall be attached to and run at law and in equity with the land comprised in the Plan of Subdivision other than the Lot hereby transferred and the burden thereof shall be annexed to and run at law and in equity with the said Lot hereby transferred and the same shall be noted and appear on every future Certificate of Title for the said Lot and every part as an encumbrance affecting the same.