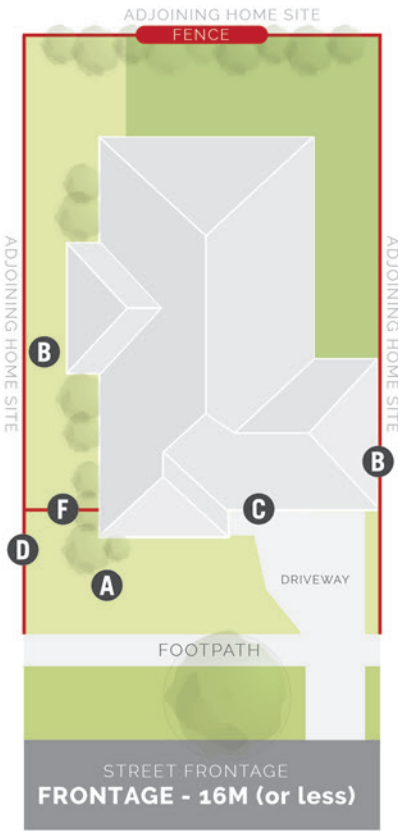




BUILDING GUIDELINES & COVENANT

STAGE 44 (F4) LOTS 1495-1531

BUILDING GUIDELINES



BUILDING SETBACKS

Homes must be a min. of 4m from the front boundary. (A)
Lots with a frontage of 16m or less may build on one side boundary and a min. of 1m from the other. (B)

GARAGE SETBACKS

Garages must be a min. of 450mm behind the front facade. (C)

FENCING

Side and rear fencing (shown in red) must not exceed 1.8m in height from the natural ground level. The fence is to be constructed from Colorbond Woodland Grey panels.

SIDE FENCING TREATMENTS

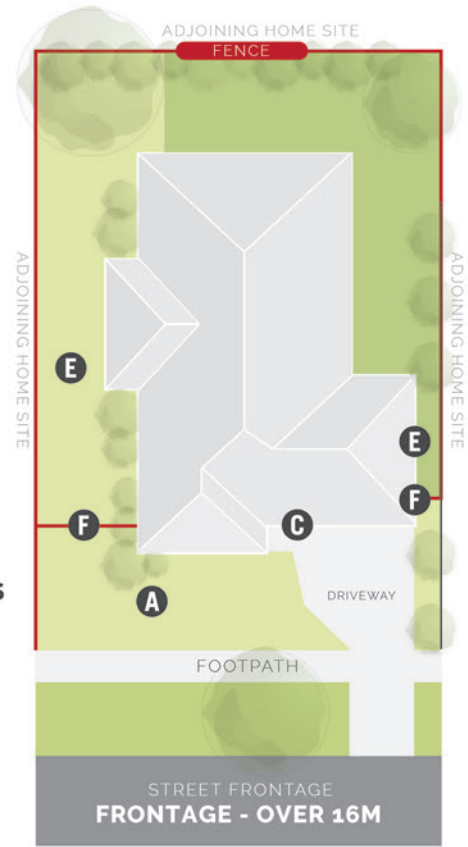
Side fences are to be a max of 1.8m tall and rake down to 1.2m tall (D)

BUILDING SETBACKS

Homes must be a min. of 4m from the front boundary. (A)
Lots with a frontage over 14m must build a min. of 1m from each side boundary. (E)

WING FENCING SETBACKS

Wing fences must be located a min. of 1m behind the front facade. (F)



RESTRICTIVE COVENANT Stage 44 (F4) (Precinct F) Lots 1495-1531 on PS825911G

And the said Transferee for himself, his respective heirs, executors, administrators and transferees the registered proprietor or proprietors for the time being of the said land hereby transferred and of each and every part thereof do hereby covenant with the Transferor and others the registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision PS825911G ("the Plan") and each and every part thereof (other than the Land hereby transferred) and excluding Lot 1531 as follows:

1. Not to construct or allow to be constructed on any Lot on the Plan any dwelling:

(a) unless it has been approved by Lucas Ballarat Holdings Pty Ltd who shall be supplied with the following documents for approval including but not limited to:

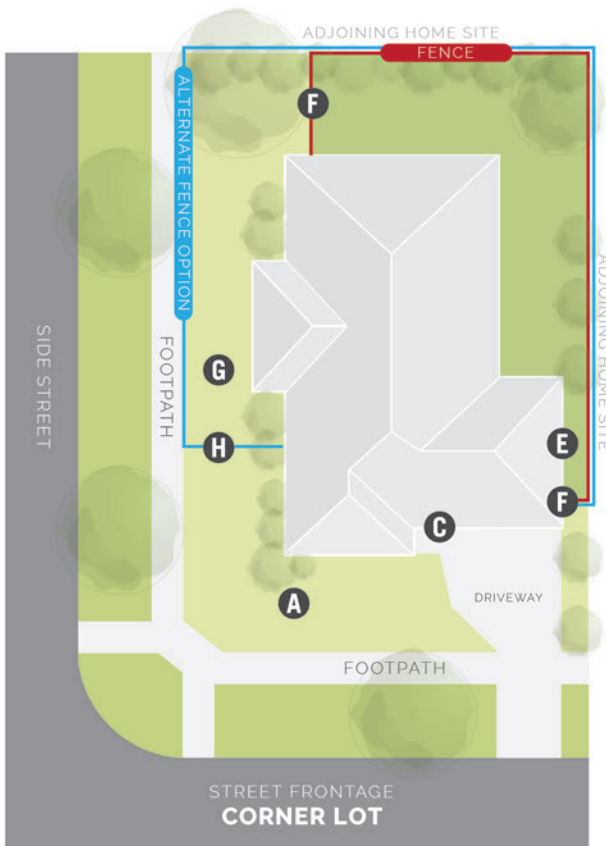
- (i) A Site Plan, including setbacks and fencing;
- (ii) Floor Plans;
- (iii) External elevations including the fencing design if a corner lot;
- (iv) A plan showing the crossover location;
- (v) A Schedule of exterior materials and colours;

(b) other than one only single storey or two storey private dwelling (which wherever appearing in this covenant shall be taken to mean a dwelling including an integrated garage) with the usual outbuildings with a minimum dwelling size (excluding integrated garage) of 120.78 square metres (13 squares) or otherwise approved by Lucas Ballarat Holdings Pty. Ltd ;

(c) unless the exterior walls of the dwelling are constructed of new materials being exposed brick, brick veneer or render, timber or manufactured timber-look products or non-reflective corrugated iron cladding provided that if timber, manufactured timber look products or non-reflective corrugated iron cladding are used, they shall not cover an area of more than 50% of the external walls of the dwelling or otherwise approved by Lucas Ballarat Holdings Pty. Ltd.;

(d) unless it is constructed not less than 4 metres from the front boundary of the Land (excepting any entry porch, veranda, balcony, pergola and eaves) and:

- (i) on Lots with a frontage less than or equal to 16 metres not less than 1 metre from one side boundary;
- (ii) on Lots with a frontage greater than 16 metres not less than 1 metre from both side boundaries;
- (iii) on corner Lots not less than 2 metres from the side boundary having a street frontage and 1 metre from the remaining side boundary; and, or unless otherwise approved by Lucas Ballarat Holdings Pty Ltd.



When building on a corner lot, both street frontages must be addressed.

CORNER LOT BUILDING SETBACKS

Homes must be a min. of 4m from the front boundary. (A)

Homes must also be a min. of 2m from the side street boundary (G) and a min. of 1m from the other side boundary. (E)

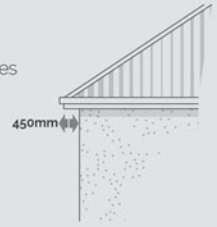
CORNER LOT FENCING

The preferred fencing option is shown in red. Wing fences must be located a min. of 1m behind the front and side facades. (F)

Alternatively the side yard may be fenced (shown in blue) - the wing fence must be a min. of 3m behind the front facade. (H)

EAVES

Where required eaves must be a min. of 450mm.



1. Homes require eaves on all sides, alternatively;
2. A facade with a parapet feature must have eaves around the remaining walls.
3. Homes with a parapet across the entire facade may have zero eaves. (parapet must return 3m down each side wall.
4. Homes may also feature a parapet around the entire house.



(e) unless it :

- (i) has eaves with a minimum width of 450 millimetres for the entire perimeter of the dwelling but excluding the garage on Lots with a frontage equal to or less than 16 metres or otherwise approved by Lucas Ballarat Holdings Pty. Ltd ; or
- (ii) has parapet walls that return a minimum 3 metres along both sides of the connecting return walls from the front of the dwelling or otherwise approved by Lucas Ballarat Holdings Pty. Ltd.; or
- (iii) the façade is a combination of parapet walls and 450 mm eaves that return a minimum 3 metres along both sides of the dwelling or otherwise approved by Lucas Ballarat Holdings Pty. Ltd.

(f) unless the garage is constructed at least 450 millimetres behind the front building line of the dwelling excepting any entry porch, veranda, balcony or pergola or unless the garage location is approved by Lucas Ballarat Holdings Pty Ltd.;

(g) unless on corner Lots the dwelling addresses both street frontages;

(h) unless all plumbing pipes, apart from stormwater pipes, are installed in the internal walls of any building;

(i) or outbuilding that does not match the style of the dwelling house. Garden sheds shall not be constructed of any materials other than colourbond, timber, brick or render;

(j) unless the roof of any building is constructed of roof tiles, coloured steel roofing material or shingles;

(k) unless the floor of any veranda is constructed of timber, concrete, brick or paving stones;

(l) unless the stumps to any veranda are not left in an exposed state;

(m) unless the construction of the dwelling is completed not more than twelve months after the date of the issue of a building permit and landscaping of the area in front of the building line and fencing is completed within six months of the issue of the Occupancy Permit;

2. Not to construct or allow to be constructed on any Lot on the Plan any dwelling unless;

(a) It has a rainwater tank that is 2kl or larger installed

(b) At least 80% of the roof area of the dwelling drains to the rainwater tank;

(c) Rainwater from the rainwater tank is the primary supply for toilet, cold laundry and outdoor taps provided however that a mains water system can be used when rainwater is unavailable;

3. Not to construct or allow to be constructed on the Land any fence :
 - (a) unless the material used in construction of any side and rear fencing is colourbond fencing in Woodland Grey colour and is to a height not more than 1.8 metres above natural ground level or otherwise approved by Lucas Ballarat Holdings Pty. Ltd.;
 - (b) for front boundaries unless the fence is to a height of not more than 1.2 metres above natural ground or otherwise approved by Lucas Ballarat Holdings Pty. Ltd.;
 - (c) for side boundaries unless the fence is raked or stepped from a height of 1.8 metres to a height of not more than 1.2 metres from 1 metre behind the front building line of the building to the front boundary line or otherwise approved by Lucas Ballarat Holdings Pty. Ltd.;
 - (d) unless on corner Lots along the side street frontage boundary the fence starts at a point not less than 3 metres behind the front building line and returns to the building and for the remaining side boundary unless the fence is raked or stepped from a height of 1.8 metres to a height of not more than 1.2 metres from 1 metre behind the front building line of the dwelling to the front boundary line or otherwise approved by Lucas Ballarat Holdings Pty. Ltd.
4. Not to permit or allow the nature strip to become unkempt or untidy and not to allow any tree planted in the naturestrip of the land to be removed unless approved by the Responsible Authority.
5. No driveway or pedestrian pathway will be covered in materials other than brick, concrete or other similar sealed material or otherwise approved by Lucas Ballarat Holdings Pty. Ltd and will be completed prior to the occupation of the dwelling.
6. No prefabricated building shall be erected on the Land or any part of it and no constructed house or partly constructed house may be moved onto the Land without obtaining approval from Lucas Ballarat Holdings Pty. Ltd.
7. Not to use or suffer to have used or permit the Land to be used for the following purposes:
 - (a) panel beating; or
 - (b) motor vehicle repairs.
8. Not to permit or allow the Land 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 land comprised in the Plan.
9. Not to further subdivide the Land hereby transferred.
10. Not to park or allow to be parked any vehicles, including cars, trucks, motor bikes, boats, trailers, buses, caravans and recreational vehicles on any nature strip or front yard of the Land.
11. Not to allow any water tanks installed on the Land to be located in front of the front building line of the dwelling and to ensure that any water tank is screened so as not to be visible from the street.
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 Land unless they are located at the rear of any roof structure and are no higher than the highest point of the roof of the building and further will not install any radio or similar mast on the Land.
13. Not to use or suffer to have used or permit the Land to be used for the carrying out of any noxious or offensive trade within the meaning of the Health Act 1958 (as amended) or for the keeping or maintenance of:
 - (a) Greyhounds; or
 - (b) Pigs; or
 - (c) Pigeons or Pigeon lofts; or
 - (d) Dog boarding kennels; or
 - (e) Cat boarding kennels; or
 - (f) Poultry.
14. Not to permit or allow the installation or use of security roller shutters to windows and doors facing the street.
15. Not to construct or allow to be constructed more than one vehicular crossover per Lot or otherwise approved by Lucas Ballarat Holdings Pty. Ltd., and not to occupy any building constructed on the Land until the crossover has been constructed.
16. Not to permit or allow any vehicular crossover to be constructed on Lot 1513 on the said Plan of Subdivision unless it is constructed on the north east corner of the land and not to permit or allow any vehicular crossover to be constructed on Lot 1516 on the said Plan of Subdivision unless it is constructed on the north west corner of the land.
17. Not to erect or allow to be erected on the Land whilst it is still vacant any advertisement, sign or hoarding of any nature whatsoever which advertises the Land or any other land as being for sale without first obtaining written approval from Lucas Ballarat Holdings Pty. Ltd.

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 Plan of Subdivision No. **PS825911G** other than the Land hereby transferred and 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 and every part as an encumbrance affecting the same save and except that these provisions shall cease to apply or affect the burdened land as from the **1 January 2035**.

DISPLAY HOME CONDITIONS - DV4 (Refer to Contract of Sale)

Definitions

41. **"Display Home"** means the dwelling house built or to be built by the Purchaser on the property hereby sold as an example of the type of dwelling the Purchaser is marketing to build for prospective purchasers of residential lots in the Estate;
- "Display Period"** means a minimum period of twelve (12) months starting from the Due Date;
- "Due Date"** means 8 months (240 days) from the date of registration of the Plan of Subdivision, or any later date as nominated by the Vendor.
- "Estate"** means the residential development known as "Lucas" situated at Remembrance Drive, Lucas;
- "Display Village"** means The Lucas Display Village No. 4 located within the Estate.

Purchaser's Agreements

42. The Purchaser acknowledges and agrees that:
- 42.1** It will construct and landscape to a professional standard on the land hereby sold a Display Home and will make all reasonable efforts to have such construction completed by the Due Date provided however if the Display Home is not completed by the Due Date, then the Purchaser will pay to the Vendor the amount of \$10,000 by way of penalty for non-compliance with this condition, which sum is to be paid within 14 days of issuing of a penalty notice by the Vendor.
- 42.2** It will maintain and not use the Display Home for any purpose other than a Display Home for the Display Period;
- 42.3** During the Display Period have the Display Home open to the public for a minimum period of five (5) days including Saturday and Sunday from 12.00 pm. to 5.00 pm;
- 42.4** During the Display Period it will arrange for professional sales personnel to be in attendance at the Display Home when it is open to the public and to work co-operatively with the Vendor's Sales Agent;
- 42.5** It will not promote, advertise or display any development other than the Estate at the Display Home;
- 42.6** It will fit out, furnish and equip the Display Home in a way suitable for a display home, including installation of appropriate floor coverings, window coverings and light fittings.
- 42.7** During the Display Period it will keep the Display Home and property clean and tidy and in a presentable state and condition suitable for a Display Home;
- 42.8** It will maintain landscaping at the Display Home and the property to a standard suitable for a Display Home during the Display Period;
- 42.9** It will make all reasonable efforts to support the Estate through advertising;
- 42.10** It will comply with any local Council Regulations or Building By-Laws in relation to Occupational Health and Safety Standards for the management of building sites.
- 42.11** If a front boundary fence is erected by the builder, the fence is to be constructed of black tubular steel fencing to a height of not more than 1200 millimetres above natural ground level along the front boundary line which will be removed by the Purchaser once the Display Period expires.
- Should the Purchaser fail to remove the fences within fourteen (14) days of vacating the dwelling, then the Vendor will have the right to remove such fencing at the Purchaser's expense.
- 42.12** The Purchaser will not be permitted to install or display any signs on the front boundary fence of the Display Home at any time during the term of the Display Period unless it has received approval from the Vendor and the Vendor reserves the right to remove any signs so installed should the Purchaser breach this condition.
- 42.13** The Purchaser hereby agrees that it will install turf on the nature strip of the Land and maintain it and any street tree planted thereon during the Display Period. Artificial turf, pebbles, gravel and planting will not be acceptable landscaping for the nature strip.

Rebate

- 43.** This contract is subject to and conditional upon the Purchaser receiving a Rebate of \$10,000, on the opening of a dwelling as a Display Home by the Due Date pursuant to special condition 41.

The Purchaser acknowledges that if the Display Home is not opened by the Due Date, this special condition will cease to have effect at the vendors sole discretion, with no right of objection by the purchaser.

This rebate will be paid within sixty (60) days of receiving written notification from the Purchaser or its representative to the Vendor that the Display Home is open for inspection.

Display Village Marketing Contribution

- 44.1** The Purchaser acknowledges that the Vendor has established a marketing fund ("marketing fund") for the purpose of funding the cost of holding an opening at the Display Village, advertising and otherwise marketing and promoting the Display Village. The Purchaser agrees to pay to the Vendor the sum of two thousand dollars (\$2,000.00) per Display Home ("marketing contribution").

The marketing contribution fee will be deducted from the vendors rebate as provided in special condition 43.

IE: Rebate \$10,000

Less Builder Marketing Contribution \$- 2,000

- 44.2** In consideration of the Purchaser paying the marketing contribution towards the marketing fund, the Vendor agrees to pay into the marketing fund, an amount equal to the marketing contribution paid by the Purchaser in accordance with the preceding paragraph.

Approval of plans

- 45.** The Purchaser hereby undertakes not to commence any building works on the land hereby sold until such time as it has provided the Vendor with a copy of all building and landscaping plans and specifications (including a schedule of external colours) for approval by the Vendor as specified in Special Condition 35.

Display Village Permit

- 46.** This Contract of Sale is subject to and conditional upon the Vendor obtaining a Display Village Permit from the City of Ballarat for the subdivision of the land prior to the Due Date as specified in Special Condition 41. The Vendor hereby undertakes that it will provide a copy of such Permit to the Purchaser once issued from the Council.