The Purchaser shall in the Transfer to him of the land hereby sold covenant to the following effect:

"The Transferee for himself and his successors and transferees hereby covenants with the Transferor and its successors and transferees the registered proprietor or proprietors for the time being of ALL THOSE pieces of land being Lots 197-217 (but excluding the land hereby transferred) on Plan of Subdivision No 713695K and each and every part thereof that he shall not without the previous consent in writing of the Transferor: -

1. erect or cause or suffer to be erected or re-erected on the land any building or part of a building which has been previously erected in another location nor use any second hand building material in the construction of any building on the land.

2. erect or cause or suffer to be erected on the land any building other than one single storey private dwelling house with usual outbuildings and such dwelling house shall:

   2.1 not have a floor area of less than 140 square metres within the outer walls thereof, calculated by excluding the area of all eaves, carports, pergolas, verandahs and garages;

   2.2 not to be constructed of external wall cladding where brick, stone or glass comprises less than 35% of the external wall area;

3. erect or cause or suffer to be erected on lots 197 to 211, any outbuilding other than a garage, which:

   3.1 has a floor area of more than 80 square metres within the outer walls;

   3.2 having a height no greater than 4.2 meters;

   3.3 is constructed of material other than colorbond steel sheeting which is Gully in colour or the same material as the external wall cladding of the dwelling house;

4. erect or cause or suffer to be erected on lots 212 to 217, any outbuilding other than a garage, which:

   4.1 has a floor area of more than 60 square metres within the outer walls;

   4.2 having a height no greater than 4.2 meters;

   4.3 is constructed within 8 meters of any fence fronting the Golf Course or Reserves No. 5 or 7;

   4.4 is constructed of material other than colorbond steel sheeting which is Gully in colour or the same material as the external wall cladding of the dwelling house;

5. erect or cause or suffer to be erected any fence on lots 212 to 217 fronting the Golf Course or Reserves No. 5 or 7 on the plan which is not constructed of black powder coated steel tubular fencing 1.2 metres in height and S.T.Y. Ovens design nor shall they seek contribution to the cost of such fencing from Hill Top Golf and Country Club Limited.

6. erect or cause or suffer to be erected any side boundary fence which is not constructed of double sided Teatree coloured colorbond steel of 1.8 metres in height and Neetascreen profile, except 10 metres of the eastern boundary of Lot 189 adjoining the Golf Course frontage which shall not be not constructed of anything other than black powder coated steel tubular fencing 1.2 metres in height and S.T.Y Ovens design.

7. erect or cause or suffer to be erected any front fence on a lot with a single street frontage that is not constructed of powder coated steel tubular fencing, wrought iron, picket, brick & pier, rendered brick & pier, or a combination of these materials.

8. erect or cause or suffer to be erected any front fence on a corner lot with two street frontages which:

   8.1 is not constructed of powder coated steel tubular fencing, wrought iron, picket, brick & pier, rendered brick & pier, or a combination of these materials.

   8.2 exceeds 50% of the total length of the combined street frontage boundaries.

9. erect or cause or suffer to be erected any back fence not fronting the Golf Course which is not constructed of double sided Teetree coloured colorbond sheet of 1.8 metres in height and Neetascreen profile.

10. subdivide or cause or suffer the land to be subdivided in any way whatsoever.

AND IT IS HEREBY AGREED that the benefit of the foregoing covenants and each of them shall be attached to and run at law and in equity with the land comprised in the Lots aforementioned (except the land hereby transferred) and that the burden thereof shall be annexed to and run at law and in equity with the land hereby transferred.