

# Memorandum of common provisions

## Restrictive covenants in a transfer

### Section 91A Transfer of Land Act 1958

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Lodged by:

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Reference: PK:ZEC:LIS:20211510 Tatura Waters – Stage 3

Customer Code: 18333U

This memorandum contains provisions which are intended for inclusion in transfers of land under the Transfer of Land Act 1958 to be subsequently lodged for registration.

**Operative words including words to bind the burdened land and words of annexation must not be included.**

Provisions to apply to the transfer:

**Burdened land:** THE LAND

*The land being transferred*

**Benefited land:** Lots 48 to 102 on Plan of Subdivision 849688W.

The benefited land does not include the land being transferred.

*Set out the specific folios, range of folios or some or all the lots in the registered plan(s) or plan(s) to be lodged for registration that take the benefit of the covenants.*

**Covenants:** Definitions (if any):

**Covenants:**

The Lot owner(s) shall not without the previous consent in writing of the Transferor: -

- a. erect or cause or permit or suffer to be erected 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;
- b. erect or cause or permit or suffer to be erected any building other than one private dwelling house and any outbuildings that are not in breach these covenants;
- c. erect or cause or permit or suffer to be erected any building other than one private dwelling house, having a floor area of no less than 185 square metres within the outer walls thereof, calculated by excluding the area of all eaves, carports, pergolas, verandahs and garages;
- d. erect or cause or permit or suffer to be erected any outbuilding, which:

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1. The provisions are to be number consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

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Page 1 of 2

**THE BACK OF THIS FORM MUST NOT BE USED**

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## Section 91A Transfer of Land Act 1958

- (i) has a an aggregate floor area of more than 112 square metres within the outer walls provided that in calculating the aggregate total floor area of a garage and/or other normal residential outbuildings the floor area of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the land shall be ignored;
  - (ii) has a wall height that is greater than 4 metres provided that nothing herein contained shall be construed as limiting the height of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the land;
  - (iii) is constructed of material other than Colorbond steel sheeting or the same material as the external wall cladding of the dwelling house and is not zincalume sheeting;
  - (iv) shall not be occupied as a dwelling;
- e. erect any outbuilding on the land without also completing, within 12 months of the completion of construction of the outbuilding, a private dwelling;
  - f. erect or cause or suffer to be erected any side or rear boundary fence which is not constructed of farm style post and wire including bird wire;
  - g. erect or cause or suffer to be erected any front fence other than fencing situated between the side walls of the dwelling attaching to the side boundary fence, set back 1 metre from the front façade of the dwelling made of any fencing type including Colorbond steel type material;
  - h. 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.

**Expiry:** \_\_\_\_\_