

**AA6731**

**Memorandum of common provisions  
Section 91A Transfer of Land Act 1958**

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This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

**Provisions:**

The transferee ("Purchaser") with the intent that the benefit of this covenant shall be attached to and run at law and in equity with every lot on Plan of Subdivision No. PS543210K which is in the same stage and created by registration of the same plan of subdivision as the lot hereby transferred other than the lot hereby transferred and that burden of this covenant shall be annexed to and run at law and in equity with the lot hereby transferred does hereby for itself and its transferees, executors, administrators and assigns and as separate covenants covenant with the Transferor and the registered proprietor or proprietors for the time being of each lot on Plan of Subdivision No. PS 543210K in the same stage and created by registration of the same plan of subdivision as the lot hereby transferred or any part or parts thereof other than the lot hereby transferred, that the Purchaser and its transferees, executors, administrators and assigns shall not at any time:

1. build, construct or erect or cause to be built, constructed or erected or permit to remain erected on the lot hereby transferred, any building other than one dwelling only together with the usual outbuildings;
2. carry out or cause to be carried out on the lot hereby transferred any Works or allow any Works to remain on the lot hereby transferred, unless prior to the commencement of construction of the Works the Eynesbury Design Review Panel has approved the Works and the Works are carried out in accordance with the terms of that approval;
3. construct or cause to be constructed on the lot hereby transferred any building or allow any building to remain on the lot hereby transferred, unless the building is constructed by an Approved Builder;
4. keep or allow to be kept on the lot hereby transferred any cat;
5. register or permit to be registered in respect of the lot hereby transferred any plan of subdivision without the consent of the Eynesbury Design Review Panel;
6. use or permit to be used the lot hereby transferred for any use other than for a dwelling (which may include associated home occupation as that term was defined in the Melton Planning Scheme on the date of this transfer);
7. without limiting paragraph 6, carry on or permit any person to carry on from the lot hereby transferred the business or occupation of an estate agent (as that term was defined in the Estate Agent Act 1980 (Vic) as at 1 November 2007); or

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1. The provisions are to be numbered 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.

**91ATLA**

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8. breach the rules of any body corporate or owners' corporation pursuant to the Subdivision Act 1988 or any succeeding legislation which affects the lot hereby transferred.

In this Covenant, the following terms have the meanings set out below:

Approved Builder means a builder who at the time when a building is to be constructed is on the Transferor's panel of approved builders, details of which the Transferor will provide to the Purchaser upon request.

Eynesbury Design Guidelines means the design guidelines specified by the Eynesbury Design Review Panel from time to time as being applicable to the Property.

Eynesbury Design Review Panel means:

1. the panel of that name appointed by the Transferor from time to time; or
2. if no panel exists as contemplated by paragraph 1, the panel of that name appointed by the Eynesbury Community Association Incorporated from time to time (which may be a committee or sub-committee of the Eynesbury Community Association Incorporated); or
3. if no panel exists as contemplated by either paragraph 1 or 2, the committee of that name appointed by the body corporate or owners' corporation affecting the lot hereby transferred from time to time.

Vegetation includes grass, lawn, garden, trees, shrubs, plants and flowers

Works means:

1. construction of or alteration to buildings, fences or other improvements;
2. changing the external appearance of any building, fence or other improvement, including by painting, rendering or any application to the surface, and
3. planting or removal of Vegetation, but does not include:
  - 3.1. internal changes to a previously constructed building where the external appearance of the building is not affected; or
  - 3.2. changes to Vegetation, so long as the Eynesbury Design Guidelines

If a provision of this covenant is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this covenant.