

**AA7106**

**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:

This memorandum of common provisions (**MCP**) contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

**1. DEFINITIONS**

- 1.1. A reference to **Land** in this MCP means any land described in a certificate of title upon which this MCP is registered as an encumbrance.
- 1.2. A reference to **Plan** in this MCP means the plan of subdivision which the Land forms part of at the time that this MCP is registered on title to the Land.
- 1.3. A reference to **Transferee** in this MCP means all registered proprietors of the Land subsequent to Exford Road Properties Pty Ltd ACN 618 510 302.
- 1.4. A reference to **Transferor** in this MCP means Exford Road Properties Pty Ltd ACN 618 510 302.

**2. INTRODUCTION**

- 2.1. This MCP has been prepared by or on behalf of the Transferor in order to regulate the use, siting, form and design of residential development at the Seventh Bend Estate, so as to create a high level of amenity for owners and residents of allotments within the Plan.
- 2.2. The provisions of this MCP are incorporated into the restrictions on any certificate of title expressed to be subject to the terms of this MCP.
- 2.3. This MCP is retained by the Registrar of Titles pursuant to section 91A of the Transfer of Land Act 1958.
- 2.4. A copy of the Seventh Bend Design Guidelines can be obtained from the Seventh Bend Design Assessment Panel by request to email [mike@urbtech.com.au](mailto:mike@urbtech.com.au) or by post to Michael Purcell, Urbtech Management, Design Assessment Panel, 1304/20 Rakaia Way, Docklands, Victoria 3008.

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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.

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

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**3. RESTRICTIVE COVENANTS**

- 3.1. It shall be a condition of the sale or transfer of the Land that the purchaser or Transferee and their successors in title agree to be bound by, and to have incorporated into the restrictions on title to the Land, the terms of this MCP as set out below:
- 3.2. And the Transferee of the lot or lots hereby transferred (**Burdened Land**) does hereby covenant for the Transferee, its executors, administrators and assigns and as a separate covenant with the Transferor and its transferees, successors and assigns and the registered proprietor or proprietors for the time being of the Land comprised in the Plan except the lot or lots hereby transferred (**Benefited Land**) that, without the prior written consent of the Transferor, the Transferee shall not:
- 3.2.1 build more than one dwelling house on the Burdened Land without the prior written consent of the Transferor;
- 3.2.2 build a dependent person's unit on the Burdened Land;
- 3.2.3 build a dwelling on the Burdened Land unless copies of building plans, elevations, site plans, landscaping plans and a schedule of colours and materials (**Construction Plans**), have been submitted to the Transferor or its delegated agent and the Transferor or its delegated agent has given its written approval to the Construction Plans prior to the commencement of any building works;
- 3.2.4 subdivide the Burdened Land;
- 3.2.5 carry out any site-works, excavation, filling or construct any fencing or retaining walls or to remove, interfere with or compromise or do anything that may tend to or interfere with or compromise any batter or retaining wall on the Burdened Land or any adjoining or nearby land without the prior written consent of the Transferor;
- 3.2.6 allow the Burdened Land to be kept other than in a neat and tidy condition and to the satisfaction of the Transferor at all times;
- 3.2.7 delay or permit to be delayed the commencement or completion of any works that have been approved by the Transferor;
- 3.2.8 vary or allow any variation to any building, works or landscaping that have been approved by the Transferor;
- 3.2.9 allow the Burdened Land to remain vacant and unimproved for a period that exceeds 18 months from the date of the transfer of land;
- 3.2.10 erect or allow others to erect a "for sale" sign on the land as long as it remains vacant and unimproved;
- 3.2.11 construct on the Burdened Land any fence not in accordance with the design guidelines maintained and amended from time to time by the Transferor (**Seventh Bend Design Guidelines**);
- 3.2.12 construct on the Burdened Land any fence that is constructed of any material other than capped timber palings with a plinth and exposed posts (except where permitted by the Seventh Bend Design Guidelines);
- 3.2.13 construct on the Burdened Land any fence not equal to a height of 1.8 metres from the natural ground level (except where permitted by the Seventh Bend Design Guidelines);
- 3.2.14 erect or construct any pool, tennis court, external sign, hoarding, tank, clothes line, letter box, mast, pole, landscaping or fence of any description or television antenna

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- or radio aerial on the Burdened Land or upon any building constructed upon the Burdened Land without the prior written consent of the Transferor;
- 3.2.15 erect any external floodlights or spotlights or any lights illuminating any pool or tennis court or other similar structure upon the Burdened Land without the prior approval of the Transferor;
- 3.2.16 remove or in any way alter any fence that has been constructed on the Burdened Land or in any way interfere with or attempt to change or modify the colour of such fence;
- 3.2.17 use the Burdened Land for any purpose except a dwelling and/or a home occupation as defined in the Melton Planning Scheme without the prior written consent of the Transferor;
- 3.2.18 apply for any permit to use or develop the Burdened Land without the prior written consent of the Transferor; or
- 3.2.19 use the Burdened Land or any part thereof for any purpose or use unless such purpose or use is permitted (either unconditionally or subject to consent of the local council) by the Melton Planning Scheme.
- 3.3. And it is intended that the foregoing covenants shall be set out as encumbrances on the certificate of title issued or to issue for the Land hereby transferred and these covenants shall expire on the date that is 10 years from the date of registration of the Plan by the Registrar of Titles.
- 3.4. And it is intended that the foregoing covenants are made by the Transferee for the benefit of the registered proprietor or proprietors for the time being of the Benefited Land.