

**SCHEDULE B
BUILDING COVENANTS**

PARTIES:

"Seller"

AND: THE PERSON REFERRED TO AS THE "BUYER" IN THE CONTRACT OF SALE

"Buyer"

1. COMPLIANCE WITH ACCEPTABLE DEVELOPMENT STANDARDS

The Buyer must comply with the Acceptable Development Standards as set out in these Covenants, unless the Developer has relaxed the Acceptable Development Standards.

2. PREVIOUSLY ERECTED BUILDINGS

No improvements previously erected or previously existing on or attached to other land shall be erected or placed on the Land.

2.1 SECOND HAND MATERIALS:

No substandard or second-hand bricks, timber or other materials shall be used in the construction of any improvement on the Land.

2.2 CARPORTS, OUTBUILDINGS, SHEDS AND TEMPORARY STRUCTURES:

No Carports, outbuildings or sheds shall be erected on the Land except after or concurrently with and as part of the erection of a Dwelling House.

2.3 INCOMPLETE BUILDINGS:

- a) Buildings must not be left without substantial work being carried out for longer than three (3) months.
- b) Total construction time for erection of a Dwelling House must not exceed twelve (12) months.

2.4 CARAVANS:

No caravan or mobile home shall be used on or about the Land for residential purposes whether with or without the existence of a Dwelling House upon the Land.

3. CARE AND MAINTENANCE:

3.1 Rubbish:

- a) Rubbish must not be allowed to accumulate or be placed upon the Land.
- b) If the Buyer does not comply with covenant 3.1a), the Seller may remove rubbish from the Land at the Cost of the Buyer.

Initials: _____

Seller

Buyer

3.2 Grass

- a) Grass must be kept mown, and in a neat and tidy condition.
- b) The lawns / grass on vacant land that is not in process of dwelling construction must be kept mown, and in a neat and tidy condition
- c) If the Buyer does not comply with covenants 3.2a) and 3.2b), the Seller may perform the necessary work on the Land at the cost of the Buyer.

4. VEHICLES AND BULK FUEL:

No Bulk Fuel is to be stored on the Land and no unregistered vehicles are to be parked, stored or used on the Land without prior permission from the Seller, other than machines used for normal maintenance of the property.

5. SELLER MAY VARY COVENANTS

The Seller will have the right to vary, exclude or elect not to enforce any of the conditions herein set out in respect of the subject land or any other land within the residential Estate. The Buyer specifically absolves the Seller from any liability whatsoever for any action taken in varying, electing not to enforce or excluding any condition.

6. NO RIGHTS TO THIRD PARTIES

The Buyer acknowledges that these Covenants are not intended to create any legal duty enforceable by a third party perusal to section 55 of the Property Law Act 1974.

7. FENCES

Notwithstanding anything in the Dividing Fences Act 1953 as amended to the contrary, the Seller will not be bound and the Buyer will not make any claim against the Seller to contribute to the construction of any dividing fences between the lot or any adjoining lot owned by the Seller.

8. DEED OF COVENANT UPON SALE

The Buyer shall not sell, transfer or otherwise dispose of the said land without first delivering to the Seller a Deed of Covenant given by the Buyer's transferee in favour of the Seller containing covenants on the same terms (mutatis mutandis) as are set forth herein including liability to obtain such Deed of Covenant from any further Buyer

Signed by Buyer:

(All Buyers to sign) _____

Signature:

Signature:

Initials: _____

Seller

Buyer