

## ESTATE COVENANTS

**The Buyer acknowledges that the land is part of a premier residential development, the object of which is to establish a high standard of well-designed residential homes. Accordingly, the Buyer hereby covenants with the Seller as follows:**

1. The Buyer may only build on the Land a private single unit dwelling house (together with garage and usual outbuildings) having external walls of brick, glass, timber or fibre cement or any combination of those materials, as long as:
  - (a) concrete, masonry or brick walls must be rendered or bagged – 20% face brick is acceptable as a feature material;
  - (b) the proportion of external walls constructed of timber or fibre cement must not exceed two-thirds of the total area of external walls (excluding glazed areas) unless the prior written consent of the Seller has been obtained;
  - (c) the dwelling house and outbuildings must have a roof made of concrete or terracotta tile, coloured metal or other non-reflective material approved in writing by the Seller. The minimum pitch for conventional hipped roofs will be 22.5 degrees. Modern and contemporary roof forms with reduced roof pitches are acceptable;
  - (d) any carport, garage, detached structures or improvements must be built in a manner consistent with the permitted design and construction of the dwelling house on the Land and using the same or similar materials to those permitted under these covenants to be used in construction of the dwelling house; and
  - (e) the dwelling house will have an internal floor area (including garages, underroof courtyard and verandahs but excluding pergolas and outbuildings) of not less than 165m<sup>2</sup> or, where the land is less than 300m<sup>2</sup> in size, the dwelling house will have an internal floor area (including garages and underroof courtyard but excluding verandahs, pergolas and outbuildings) of not less than 145m<sup>2</sup>.
2. The Buyer will make adequate provision for the accommodation of at least two motor vehicles by way of a fully enclosed garage to be built concurrently with the dwelling house on land that is 300m<sup>2</sup> or greater in size. The Seller will have the right to vary this provision upon reasonable request by the Buyer.
3. The Buyer will ensure that any dwelling house or other improvements will not be left at any time during construction without substantial work being carried out for a period longer than three (3) months.
4. No improvements previously erected or existing on or attached to other land will be erected or placed upon the Land.
5. The Buyer will not allow any rubbish including site excavations and building materials to accumulate on the Land or allow excessive growth of grass or weeds upon the Land. The Buyer will not place any rubbish including site excavations and building materials on adjoining land. If, in the opinion of the Seller, rubbish has accumulated on the Land or there is an excess growth of weeds on the Land then the Seller and/or the Seller's agents and/or independent contractors may enter the Land for the purpose of generally tidying up the Land including, without limitation, slashing or mowing grass and weeds growing on the Land. The Buyer will pay to the Seller on demand the costs of carrying out such work.
6. Any caravan, boat trailer or unregistered vehicle stored or parked on the Land (if same is not housed in a garage or outbuilding) will be stored or parked at the rear of the dwelling house or will be screened so that

the same is not visible from the street.

7. No caravan or mobile home will be used on the Land for residential purposes whether or not a dwelling house is constructed on the Land.
8. 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 Land or any adjoining land owned by the Seller.
9. No fence will be constructed on a corner lot or as a front boundary fence, forward of the building set-back and on one or more street frontages unless such structure is in materials and a form consistent with the following:
  - (a) brick or bagged or rendered columns with timber or aluminum battens or rendered concrete blockwork as infill, or
  - (b) timber upright posts minimum of 150mm squared with timber or aluminum batten infill.

colour coordinated with the dwelling house erected on the land.

10. Prior to habitation of the dwelling house, the Buyer will complete landscaping on the Land and as a minimum will carry out the following works:
  - (a) turf the Land; and
  - (b) construct a driveway from the front kerb to the garage on the Land; and
  - (c) plant trees and other greenery on the Land; and
  - (d) generally clean and tidy the Land and remove rubbish and other unnecessary materials from the Land and surrounding areas.

In carrying out the work referred to in sub-paragraphs (a) to (d) above, the Buyer will comply with reasonable requirements and directions of the Seller.

11. No signs of any nature whatsoever, including For Sale signs will be erected on the Land for the full duration of the marketing period, as determined by the Seller, without the prior written consent of the Seller which consent may be granted unconditionally or subject to conditions. The Buyer hereby authorises the Seller or its Servants or Agents to enter upon and have access across the lot for the purpose of removing any sign erected without written consent. Such entry and access will not constitute trespass and the Buyer will not make any claim against the Seller arising from such entry or access.
12. 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.
13. The Buyer acknowledges that approval by the Seller in accordance with the terms of this deed of covenant does not constitute any agreement or representation as to the suitability or fitness of such dwelling house plans in their compliance with local Council regulations and requirements.
14. The Buyer will not sell, transfer or otherwise dispose of the Land hereby sold or any part thereof to any person without first obtaining from such person a deed of covenant in favour of the Seller to be bound by the same terms and conditions as are contained in this annexure.