

**BUILDING COVENANTS****SELLER:****BUYER:**

(A) The following are the building covenants, which form part of the Contract of Sale between the above parties.

**1. Floor area**

Any dwelling house constructed on the land must have a ground floor area (including garages) of not less than 150 square metres. Any highset home can include the lower floor area in the calculation provided that area is enclosed on all sides.

**2. Temporary Structures**

There shall at no time be erected or located on the land any temporary building or other structure (including any re-locatable home or caravan), or anything of a like nature except sheds, workshops or offices to be used relative to and in the course of construction of a dwelling house on the Land.

**3. Previously constructed Dwellings**

The Buyer shall not erect or place on the Land any dwelling house or any part of a dwelling house which has been erected or placed previously on other Land or use materials that have previously been used in any other building or structure or is a relocatable home without the written consent of the seller.

**4. Dividing Fences**

Notwithstanding any provisions of the Dividing Fences Act, the Seller shall not be liable or required at any time by the Buyer/s to contribute towards the cost of the erection or maintenance of any fencing.

Fencing constructed forward of the building line shall not exceed 1200mm in height.

Fencing on the secondary boundary on corner lots is subject to the approval of the Seller.

**5. Reflective Materials**

No building erected on the land shall have a roof or side walls of reflective materials such as zincalume or similar. Colorbond is acceptable.

(B) Upon any further sale or disposition of the Land by the Buyer (as transferor) to any third party ("the future owner") the Buyer shall include in the relevant agreement with the future owner a condition that the future owner and the future owner's successors in title shall, at the expense of the Buyer, enter into and execute prior to the date of completion of the agreement, and as a precondition to the completion of the agreement a deed of covenant with the Seller to be bound by and comply with the building covenants contained in this Contract to the same extent as if this present Contract has been executed by the future owner as a Buyer.

- (C) The Seller may in its absolute discretion from time to time modify or waive any of the covenants obligations or other stipulations set out or implied in this Contract.
- (D) **Rubbish accumulation**  
 No rubbish, building materials, non-operative or unregistered motor vehicles or the like shall be allowed to accumulate or be placed upon the said land. In the event of rubbish etc accumulating on the said land, or there being excessive growth of grass or if such grass becomes unsightly or in need of cutting, then the Seller, or the Seller's representative shall have the right to cut the grass or remove the rubbish at any time and the cost thereof shall be recoverable from the Buyer by the Seller.
- (E) **Driveways, Lawns & Gardens**  
 During construction of any dwelling on the land, the Buyer (at no cost to the Seller) shall construction a concrete or paved driveway between the roadway and the garage forming part of the dwelling. The Buyer shall turf the part of the land between the house and the footpath not occupied by the driveway or gardens. This turf shall be maintained in good condition.
- (F) **Covenant Approval**  
 Prior to seeking Council Building Application Approval, the Buyer (or Builder) will provide proposed build plans to the Developer in sufficient detail. (site and floor plans, elevations plus schedule of external finishes) to enable Covenant approval.
- (G) **Council requirements**  
 Notwithstanding the above, it is the responsibility of the Buyer to identify and comply with Local Authority requirements.
- (H) **Assignment**  
 The Buyer agrees to assign the Covenant set out in this agreement to any future Buyer of the land.

.....  
 BUYER

.....  
 SELLER

DATE.....

DATE.....