

**FURTHER TERMS OF SALE**

**19.0 BUILDING AND RESTRICTIVE COVENANT**

19.1 The Purchaser or Transferee hereby agrees and covenants for the benefit of the current and future registered proprietors of all the lots described in the First Schedule hereto and to take effect from the date of signing of this Agreement and continuing until the First day of January 2040 after which date this covenant shall be of no further effect:

- (a) Not to erect any building other than a single new residential dwelling on any Lot (or such other buildings which would normally be appurtenant to a residential dwelling).

To erect a new residential dwelling which shall have a gross floor area of not less than 160m<sup>2</sup> including closed in garage(s) (but excluding verandas patios and other buildings or structures) provided however the purchaser acknowledges that if the residential dwelling is more than one storey, the main living floor of the residential dwelling (but excluding verandas, patios and other structures) shall be not less than 100m<sup>2</sup>.

- (b) To construct any fence in kiln fired or concrete brick, stucco textured finish, stone, brush or timber. Wrought steel or galvanised iron fencing may be used but only with the prior written consent of the Vendor.
- (c) Subject always to the terms of covenant (b) above, any fencing along front or side boundaries within 3 metres of a road boundary shall not exceed 1.2 metres in height above finished ground grassed level except for:
- (i) Corner lots where approved fencing can be erected within 3 metres of the road boundary to a height of 1.8 metres for up to 50% of the total frontage of such lots. For the purposes of this covenant, only lots 9, 15, 22 and 43 are deemed to be corner lots, or

(ii) Where the fence is constructed of visually permeable materials.

All fencing which exceeds 1.2 metres in height as provided for in Clause 19.1 (c) (i) and (ii) is subject in all respects to the prior written approval of the vendor, including materials, design and final colours.

- (d) Not to use or permit or suffer to be used on any dwelling or other building on any Lot any building material other than kiln fired or concrete brick, stone, masonry, stucco, solid plaster, linea weatherboard, composite aluminium panelling, waterproofed honed masonry or timber weatherboard for any outer wall cladding except with the prior written consent of the Vendor which may be withheld at its sole discretion.
- (e) All downpipes, conduits, water pipes or similar attached to the exterior walls on any dwelling or other building are to be as closely colour matched as possible to the exterior cladding of the dwelling except copper and stainless steel down pipes which can be left in their natural colour.
- (f) To use only such roofing materials that have a tile profile, or incorporate wood, fibre cement, glass fibre, bitumen or slate products by way of roofing shingles. Factory pre-finished metal roofing material (ie Colorsteel type or similar) may be used with the prior written consent of the Vendor as to colour and profile of the roofing material.
- (g) To complete any building within 8 months of laying down the foundations for such building and within 12 months of laying down the foundations to complete all ancillary work such as fencing and landscaping and further will within that 15 months construct in a proper and tradesman like manner a driveway or vehicle access in a permanent continuous surfacing concrete, concrete block, brick paving, tar sealing or similar.
- (h) Not to permit the land to be occupied or used as a residence unless the buildings on the property have been substantially completed including driveways and landscaping in accordance with this agreement and the buildings meet the requirements of the local authority.

- (i) To construct any dwelling defined in this Covenant with:
  - (i) more than two hips or two gables in the roofline and
  - (ii) a shape other than a simple square or rectangle excluding breaks for back and front door entries.
- (j) Not to place on the land any form of temporary accommodation (e.g. caravan etc) other than a builder's shed or container for the purpose of the builder's usual day to day use. Such shed or container is to be removed upon completion of the dwelling.
- (k) Not to use the land or permit the same to be used for any trading or commercial purposes without first obtaining the written consent of all the immediate adjoining registered proprietors of the lots which are contained in the first schedule, other than an Office within the dwelling for the use of the residents of the property or as a show home.
- (l) No commercial vehicle that has a gross mass exceeding 3.5 tonnes, machinery, equipment or trailers are to be parked or located on that area within 4 metres of the road boundary and no commercial vehicles that have a gross mass exceeding 3.5 tonnes, machinery, equipment or trailers shall be regularly located on the land unless garaged or adequately screened so as not to be highly visible from the road.
- (m) To minimise any damage to footpaths and berms by nominating the position of any future driveways prior to the commencement of the construction to ensure that vehicular movement on the section is confined to that one particular driveway during the construction period, such driveway to be no more than 4 metres in width. The Purchaser shall be responsible for the repair of any damage caused by the Purchaser, or his employees or contractors, to the footpaths and berms at the Purchaser's expense.
- (n) Not to erect or permit to be erected any Satellite Dish which exceeds 750mm in diameter. A Satellite Dish which exceeds 750mm in diameter may be erected on the property providing:
  - (i) The Satellite Dish is not visible from the road adjacent to the frontage of the property and,
  - (ii) The owner has first obtained the written consent of the registered proprietors of all the adjoining lots which are contained in the Vendor's subdivision shown on DP .....
- (o) Not to permit any berm on the road frontage of the property, or any grassed areas within the property, to remain in an untidy condition and not to allow grass, to grow to a height which exceeds 150mm.
- (p) Not to subdivide the Lot further apart from minor boundary adjustments.

19.2 AND IF there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the purchaser may have to any person having the benefit of this covenant the purchaser will upon written demand being made by the Vendor or any of the registered proprietors of the lots in the First Schedule:

- (a) Pay to the person making such demands as liquidated damages the sum of \$400.00 (Four Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made;
- (b) Remove or cause to be removed from the land any second hand or used dwelling, garage, carport, building or other structure erected or placed on the land in breach or non-observance of the foregoing covenants;
- (c) Replace any building materials used or permitted to be used in breach or non-observance of the foregoing covenants.

19.3 There shall be inserted in the Memorandum of Transfer to the purchaser a Protective Covenant giving effect to the foregoing covenants in such form as the Vendor considers appropriate and to run with the land PROVIDED HOWEVER that the Vendor shall neither be required nor liable to enforce nor answerable to the purchaser for the breach of any covenants binding any of the lots.

#### **FIRST SCHEDULE**

Lots 1 - 43 inclusive on LT 507813

**FURTHER TERMS OF SALE**

**Lots 44 - 51**

**19.0 BUILDING AND RESTRICTIVE COVENANT**

19.1 The Purchaser or Transferee hereby agrees and covenants for the benefit of the current and future registered proprietors of all the lots described in the First Schedule hereto and to take effect from the date of signing of this Agreement and continuing until the First day of January 2040 after which date this covenant shall be of no further effect:

- (a) Not to erect any building other than a single new residential dwelling on any Lot (or such other buildings which would normally be appurtenant to a residential dwelling).

To erect a new residential dwelling which shall have a gross floor area of not less than 160m<sup>2</sup> including closed in garage(s) (but excluding verandas patios and other buildings or structures) provided however the purchaser acknowledges that if the residential dwelling is more than one storey, the main living floor of the residential dwelling (but excluding verandas, patios and other structures) shall be not less than 100m<sup>2</sup>.

- (b) To construct any fence in kiln fired or concrete brick, stucco textured finish, stone, brush or timber. Wrought steel or galvanised iron fencing may be used but only with the prior written consent of the Vendor.
- (c) Subject always to the terms of covenant (b) above, any fencing within 3 metres of an access lot shall not exceed 1.2 metres in height above finished ground grassed level.
- (d) Not to use or permit or suffer to be used on any dwelling or other building on any Lot any building material other than kiln fired or concrete brick, stone, masonry, stucco, solid plaster, linea weatherboard, composite aluminium panelling, waterproofed honed masonry or timber weatherboard for any outer wall cladding except with the prior written consent of the Vendor which may be withheld at its sole discretion.
- (e) All downpipes, conduits, water pipes or similar attached to the exterior walls on any dwelling or other building are to be as closely colour matched as possible to the exterior cladding of the dwelling except copper and stainless steel down pipes which can be left in their natural colour.
- (f) To use only such roofing materials that have a tile profile, or incorporate wood, fibre cement, glass fibre, bitumen or slate products by way of roofing shingles. Factory pre-finished metal roofing material (ie Colorsteel type or similar) may be used with the prior written consent of the Vendor as to colour and profile of the roofing material.
- (g) To complete any building within 8 months of laying down the foundations for such building and within 12 months of laying down the foundations to complete all ancillary work such as fencing and landscaping and further will within that 15 months construct in a proper and tradesman like manner a driveway or vehicle access in a permanent continuous surfacing concrete, concrete block, brick paving, tar sealing or similar.
- (h) Not to permit the land to be occupied or used as a residence unless the buildings on the property have been substantially completed including driveways and landscaping in accordance with this agreement and the buildings meet the requirements of the local authority.
- (i) To construct any dwelling defined in this Covenant with:
- (i) more than two hips or two gables in the roofline and
  - (ii) a shape other than a simple square or rectangle excluding breaks for back and front door entries.
- (j) Not to place on the land any form of temporary accommodation (e.g. caravan etc) other than a builder's shed or container for the purpose of the builder's usual day to day use. Such shed or container is to be removed upon completion of the dwelling.

- (k) Not to use the land or permit the same to be used for any trading or commercial purposes without first obtaining the written consent of all the immediate adjoining registered proprietors of the lots which are contained in the first schedule, other than an Office within the dwelling for the use of the residents of the property or as a show home.
  - (l) No commercial vehicle that has a gross mass exceeding 3.5 tonnes, machinery, equipment or trailers are to be parked or located on that area within 4 metres of the road boundary and no commercial vehicles that have a gross mass exceeding 3.5 tonnes, machinery, equipment or trailers shall be regularly located on the land unless garaged or adequately screened so as not to be highly visible from the road.
  - (m) To minimise any damage to footpaths and berms by nominating the position of any future driveways prior to the commencement of the construction to ensure that vehicular movement on the section is confined to that one particular driveway during the construction period, such driveway to be no more than 4 metres in width. The Purchaser shall be responsible for the repair of any damage caused by the Purchaser, or his employees or contractors, to the footpaths and berms at the Purchaser's expense.
  - (n) Not to erect or permit to be erected any Satellite Dish which exceeds 750mm in diameter. A Satellite Dish which exceeds 750mm in diameter may be erected on the property providing:
    - (i) The Satellite Dish is not visible from the road adjacent to the frontage of the property and,
    - (ii) The owner has first obtained the written consent of the registered proprietors of all the adjoining lots which are contained in the Vendor's subdivision shown on DP .....
  - (o) Not to permit any grassed areas within the property, to remain in an untidy condition and not to allow grass, to grow to a height which exceeds 150mm.
  - (p) Not to subdivide the Lot further apart from minor boundary adjustments.
- 19.2 AND IF there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the purchaser may have to any person having the benefit of this covenant the purchaser will upon written demand being made by the Vendor or any of the registered proprietors of the lots in the First Schedule:
- (a) Pay to the person making such demands as liquidated damages the sum of \$400.00 (Four Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made;
  - (b) Remove or cause to be removed from the land any second hand or used dwelling, garage, carport, building or other structure erected or placed on the land in breach or non-observance of the foregoing covenants;
  - (c) Replace any building materials used or permitted to be used in breach or non-observance of the foregoing covenants.
- 19.3 There shall be inserted in the Memorandum of Transfer to the purchaser a Protective Covenant giving effect to the foregoing covenants in such form as the Vendor considers appropriate and to run with the land PROVIDED HOWEVER that the Vendor shall neither be required nor liable to enforce nor answerable to the purchaser for the breach of any covenants binding any of the lots.

#### **FIRST SCHEDULE**

Lots 44 - 51 inclusive on DP