

FURTHER TERMS OF SALE

20.0 BUILDING COVENANT

20.1 The Purchaser for himself and his successors in title hereby covenants with and for the benefit of the Vendor's its successors in title and the registered proprietors for the time being of all the Allotments ("lots") described in the First Schedule hereto ("the lots") for the purposes of creating a building scheme for the benefit of all the lots to take effect from the date of signing of this agreement and continuing thereafter until the First day of January 2037 after which date this covenant shall be of no further effect:

- (a) To erect a new residential dwelling on any lot which shall have a gross floor area of not less than 180m² including closed in garage(s) but excluding verandas, patios and other structures.
- (b) A "Minor Dwelling" can be erected on the same lot, provided it complies with all Council regulations and utilises the same exterior claddings as the residential dwelling. The area of the "Minor Dwelling" is in addition to the area of the residential dwelling.
- (c) Not use or permit or suffer to be used on any dwelling or other building on any Lot any exterior cladding 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 facing. Other material may be used with the written approval of the Vendor's which may be withheld at its sole discretion.
- (d) 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 down pipes which can be left in their natural colour.
- (e) To use only such roofing materials that have a non-reflective surface and are finished in a recessive colour.
- (f) To complete any new dwelling within 12 months of laying down the foundations for such dwelling and within 15 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 tradesmanlike manner a driveway or vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving, tar sealing or similar.
- (g) Not to permit the lot to be occupied or used as a residence unless the dwelling on the property has been substantially completed including driveways and landscaping in accordance with this agreement and the dwelling meets the requirements of the local authority.
- (h) To construct any dwelling defined in this Covenant with:
 - (i) more than one hip or one gable in the roofline, and
 - (ii) to construct such dwelling to a shape other than a simple square or rectangle excluding breaks for back and front door entries. Mono pitched roofed dwellings are acceptable provided they meet all covenants and the roof has more than one level.
- (i) On Lots 2 and 3 DP 548825 (Corner Munro Oak Lane and Monument Road) and Lots 13 and 23 DP 548825 (Corner Tuawa Lane and Monument Road), the metal Street signs erected by the Vendor within the lots are to be maintained by the Purchasers in good order and repair.
- (j) Not to place on the lot any form of temporary accommodation (e.g. caravan etc) other than a builder's shed for the purpose of the builder's usual day to day use. Such shed is to be removed upon completion of the dwelling and in all respects shall not remain on the lot for any period greater than one year from the date of issue of the building consent for the dwelling by the Council or from the date the shed is first placed on the lot whichever is the earlier date.

- (k) Not to use the lot or permit the same to be used for any trading or commercial purposes without first obtaining the written consent of the registered proprietors of all adjoining lots which are contained within the Vendor's Monument Road Subdivision (Lot 1 to 23 inclusive on DP 548825) other than as a show home or an office within the dwelling for the use of the residents of the property.
 - (l) 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.
 - (m) 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 balance of the land unless garaged or adequately screened so as not to be highly visible from the road.
 - (n) Not to subdivide the Lot further apart from minor boundary adjustments.
- 20.2 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's 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 lot any second hand or used residential dwelling, garage, carport, building or other structure erected or placed on the lot 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.
- 20.3 There shall be inserted in the Memorandum of Transfer to the purchaser a Restrictive Covenant giving effect to the foregoing covenants in such form as the Vendor's consider appropriate and to run with the land PROVIDED HOWEVER that the Vendor's shall neither be required nor liable to enforce nor answerable to the purchaser for the breach of any covenants binding any of the lots and the Vendor's shall have in its absolute discretion the right to impose additional restrictions and stipulations in any restrictive covenant inserted in the Memorandum of Transfer in respect of any of the other lots described in the First Schedule hereto.

FIRST SCHEDULE

Lots 1 to 23 inclusive on DP 548825