

## **Annexure Schedule 1**

### **("The Covenants")**

A. The Grantor shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Grantee.

B. Land and Building Covenants.

#### **1. Covenant**

The Grantor covenants and agrees with the intention to bind itself and future proprietors of the Servient Tenements. The covenant is for the benefit of the Grantee and future proprietors of the Dominant Tenements that the Grantor will at all times observe and perform the restrictions contained in Schedule A in respect of the covenant area.

#### **2. Limited Liability**

The Grantor and its successors in title will only be liable for breaches of the restrictions which occur while they are registered as proprietor of the Servient Tenements.

#### **3. Consent to Variation**

Notwithstanding any provisions herein contained the Grantee shall have the unrestricted and arbitrary right to consent to any variation or alteration at any time to any covenants set out in Schedule A in respect of any one or all of the Servient Tenements.

## **Schedule A**

### **1. The Grantor will not:**

#### **Dwelling Design, Size and Completion**

- 1.1 Undertake any work on the Property without first obtaining all necessary consents or permits required by the Local Authority.
- 1.2 Erect or allow to be erected on the Property any dwelling house with a ground floor area less than 200m<sup>2</sup> inclusive of garaging but exclusive of roof overhangs and verandas.
- 1.3 Build on the Property any dwelling that does not include an attached fully enclosed garage, such garage to be constructed and completed at the same time as the construction and completion of the dwelling and in the same materials as the dwelling.
- 1.4 Allow the construction of any dwelling of a single square or rectangle shape or with no break or valley in the roof line or a flat roof.
- 1.5 Erect or allow the erection of more than one dwelling, or a dwelling and a self-contained unit on the Property unless the construction is under the same roofline.

- 1.6 Erect or allow to be erected, constructed or placed on the property any shed, or similar type structure that is not of a similar or harmonious design to the dwelling house, and that all clotheslines and garden sheds are to be away from the road and obscured from sight of the road.
- 1.7 Allow to be transported on the Property any existing pre-build or second-hand dwelling or other building.
- 1.8 Permit any building or associated works in the course of construction to be left without substantial work being carried out for a period exceeding 6 months and to complete construction of any such work within 12 months of the laying of foundations for the dwelling to be constructed on the Property.
- 1.9 Permit any driveway on the Property to be constructed of anything other than a solid running course.
- 1.10 Permit any driveway, fencing and landscaping in the course or construction to be left without substantial work being carried out for a period exceeding 6 months and to complete any such works within 15 months of the laying of foundations for any dwelling on the Property or 12 months from the beginning of the work themselves, whichever is the sooner.
- 1.11 Allow on or to allow to remain on the Property any broken down vehicles, temporary dwelling, boat, caravan, trade vehicle or other equipment, material or machinery which in the Grantee's reasonable opinion is unsightly, or which generates noise reasonably likely to cause offence to residents in the area, within 5 meters from any boundary fronting any road or right of way unless garaged or screened to preserve any amenities of the neighbourhood.
- 1.12 Permit or allow the erection of any temporary building or structure upon the Property except such as may be used in conjunction with the construction of a dwelling on the Property and which will be removed from the Property upon the completion of the dwelling. The Grantee shall have the right to require the removal of any temporary building or structure which it considers in its absolute discretion, not to be of a nature or type suitable to the Grantee's subdivision.

#### **Property Use**

- 1.13 Allow the use of the Property other than for residential purposes or to take or permit occupation of the dwelling unless the dwelling on the Property has been substantially completed in accordance with the terms of these covenants and the buildings meet the requirement of the Local Authority.
- 1.14 Allow any rubbish to accumulate or to be placed on the Property nor to permit any excessive growth of grass or vegetation so that the same becomes long or unsightly.
- 1.15 Allow the storage or accumulation on the Property of any building materials other than in the course of the construction of a dwelling house in compliance with the provisions of these covenants.
- 1.16 Use the Property for animal breeding/boarding kennels and allow any animals on the Property other than domestic pets which shall without restricting the generality of such term exclude poultry, goats, sheep, horses, cattle, beehives and pigs.

### **Construction Materials**

- 1.17 Roof any building on the Property in other than factory coloured prefinished products.
- 1.18 Erect or allow to be erected on the Property any building that shall have less than a minimum of 85% of the exterior wall area excluding gable ends, clad in one of the following materials:
- a) Textured Cladding;
  - b) Kiln fired or concrete brick or concrete;
  - c) Paint finished textured stucco on fibrous sheet or polystyrene, concrete block or solid concrete stone;
  - d) Metal laminate on solid timber;
  - e) Timber weather boarding or vertical board;
  - f) Stone;

### **Fencing**

- 1.19 Not construct any fencing on or within the boundaries of the property:
- a) Using corrugated iron, plywood sheeting, or any untextured flat fibre-cement sheeting or any untextured produce known as or similar to "fribrolite", "hardiflex" or "hardiplank" or
  - b) Exceeding a height of 1.8 metres above natural ground level.

**AND the Grantor further covenants** with the Grantee for themselves, their executors, administrators and assigns that if there should be any breach or non-observance of any of the covenants and without prejudice to any other liability which the Grantor will on demand by the Grantee or any of the registered proprietors of any of the Lots on the Plan of which the Property forms part:

- 1.20 Pay to the person making such demand as liquidated damages the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) or a sum equal to one quarter of the cost of any building used erected or repaired in breach of non-observance of the forgoing covenants or any of them whichever is greater; and
- 1.21 Remove or cause to be removed from the Property :-
- a) any building or fence erected or repaired;
  - b) any broken down vehicles, temporary dwelling, boat, caravan, trade vehicle or other equipment, material or machinery which is in breach or non-observance of the residential stipulations; and
- 1.22 Replace any building material used or permitted to be used in breach or non-observance of the restrictive stipulations

PROVIDED and it is further covenanted and agreed that:

- 1.23 The covenants run with the land in perpetuity
- 1.24 In any such instance of default the remedying of such default within one month of notice in writing requiring the removal of such cause of default and the payment by

the defaulting party of all reasonable legal and other expenses incurred by the party enforcing the covenants shall avoid the payment of the penal sum prescribed provided that this waiver shall not apply in respect of any subsequent default of a similar nature.

- 1.25 The rights and obligations of the Grantee to enforce the terms of the rights and benefits conferred by the covenants and by this clause shall terminate 12 calendar months from the date on which they cease to be an owner of any Lot in its subdivisional plan and from that date the right to enforce the rights and benefits so conferred shall in accordance with normal principles vest in the owners of any Lots in the subdivision which obtain benefits from the covenants