

RESTRICTIVE COVENANTS

1. THE parties ACKNOWLEDGE AND AGREE that the property is part of a development which is intended to be a well-designed rural residential subdivision and that it is desirable that supervision and control be exercised for the protection and in the interests of the owners of all the Lots in the subdivision. In recognition of these objects the purchaser for his/her/its Lot and for the benefit of all other residential Lots comprised in the subdivision HEREBY AGREES with the vendor and will covenant whether by deed, transfer, or otherwise as required with the vendor or such other person or persons as are nominated by the vendor (including its successors in title) for the purchaser and his/her/its assigns and successors in title in relation to the property as follows:

2. Not to erect, construct, or place on the property, nor allow to be erected, constructed or placed on the property, any dwelling house which is not a new residential dwelling house. The dwelling house shall have a minimum ground floor area of 180 square metres, excluding any garage, carport, and other accessory buildings, decking, verandahs and roof overhangs.
 - (a)
 - (i) A minimum of 80% of the exterior cladding of the dwelling must be constructed of kiln-fired or concrete brick, stucco-textured finish, stone or timber or pre-finished metal weatherboard bonded to solid timber boards. Any dwelling where the exterior finish is in the form of flat cladding, concrete block poured concrete or similar shall have a textured surface of some type applied in such a manner as to fully cover the base material.
 - (ii) Not to erect a dwelling to the shape of a rectangle or square or without one full valley in the roof.
 - (iii) Not to use any metal clad roof that has not been pre-painted.
 - (iv) Any ancillary buildings shall be constructed in any of the materials contained in clause 2 (a) (i) above, including colour steel.

Provided that:

Alternative exterior cladding may be used if first approved by the Vendor.

- (b) Not permit or suffer the erection of any temporary building or structure upon the land except as may be in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of the work.
- (c) Not to permit any building in the course of construction to be left without substantial work being carried on for a period exceeding 3 months and will complete construction of any such buildings within 12 months of commencement of work.
- (d) Not to permit or suffer the placing or erection upon the land of any building previously erected on other land excepting temporary structures placed there in conjunction with the construction of permanent buildings as described in subclause (a) hereof.
- (e) Not to permit the driveway on any Lot to remain uncompleted without either a compacted and formed metal surface, sealed or concrete running course for more than 12 months after completion of the dwelling house.
- (f) Once construction has been substantially completed, not to bring on or to allow to remain on the land any temporary dwelling, caravan, trade vehicle, other equipment, materials or machinery, or any other vehicle of a commercial or recreational nature, unless garaged or screened from adjacent properties to the lot, so as to preserve the amenities of the neighbourhood.
- (g) Not to erect any boundary fence constructed of corrugated iron or other solid metal products. Any boundary fence shall not exceed 1.83 metres in height above the natural ground level, with the exception of tennis court fencing.

- (h) Not permit any excessive growth of grass so that the same becomes long or unsightly and to destroy any thistle, ragwort or any other noxious weeds.
 - (i) Not to keep pigs, roosters, donkeys or bulls, and not more than two dogs.
 - (j) Not to permit or allow motorcycling recreation or other noisome activity on the property.
 - (k) Not to permit any trees shrubs or plants to grow to a height of more than 3.5 metres within 5 metres of the common boundary between the Lots 2 and 3, the Northern and Eastern boundaries of Lot 3, and Northern and Western boundaries of Lot 2.
3. THE covenants contained in this clause shall run with the property and shall be incorporated in any transfer to the purchaser signed pursuant to this agreement. The purchaser further covenants with the vendor that if the purchaser shall sell or otherwise dispose of the purchaser's interest in the property the subject of this agreement prior to the registration of the said transfer, then the purchaser will obtain from the next purchaser a Deed of Covenant to be prepared by the solicitor for the vendor at the cost of the purchaser in which such next purchaser shall covenant to fulfil observe and perform all the covenants which would otherwise have been incorporated in such transfer and include this present covenant to obtain a further Deed of Covenant from any further purchaser .
4. ACKNOWLEDGING that the value of the area of the subdivision will be affected by the standard of buildings erected on the property and by failure to comply with the covenants contained in the preceding clauses and subclauses the purchaser covenants personally and for his/her/its assigns that should the purchaser fail to comply with, observe, perform, or complete any of the special conditions and/or covenants and restrictions contained in subclauses (a) to (k) of clause 2 hereof then without prejudice to any other liability the purchaser may have to the vendor including the owner of any Lot in the subdivision the purchaser will:
- (a) Pay to the vendor as liquidated damages the sum of \$50,000.00 immediately upon receipt of a written demand for payment from the vendor or the vendor's solicitor; and
 - (b) Shall permanently remove or cause to be permanently removed from the property any improvement or structure so erected or repaired or other cause of any breach or non-observance of the foregoing covenants.

PROVIDED and it is FURTHER AGREED AND ACKNOWLEDGED that:

- (c) The purchaser shall have liability hereunder only while the registered proprietor of the property.
- (d) In any instance of default under sub-clauses (a) to (k) of clause 2 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 costs and other expenses incurred by the party enforcing the said covenants shall avoid the payment of the penal sum prescribed by clause 2 hereof provided that this waiver shall not apply in respect of any subsequent default of a similar nature.