

**Schedule A**  
**RESTRICTIVE COVENANTS:**

- 1.0 The parties acknowledge and agree that the property is part of a development which is intended to be a well-designed rural 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 rural 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:
- (a) 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 meters excluding any garage, carport and other accessory buildings, decking, verandahs and roof overhangs.
  - (b) A minimum of 70% of the non glazed exterior cladding of the dwelling must consist of any of the following materials: kiln fired or concrete brick, stucco textured finish, stone, zinc aluminium or such pre-finished surfaces as maybe incorporated in an architectural design, timber weatherboards or prefinished metal weatherboards bonded to solid timber boards having a maximum finished width not exceeding 180mm. Any dwelling whose exterior finish is in the form of flat cladding, poured concrete or similar shall texture the surface and if concrete block a plastered finish in such a matter as to fully cover the base material. Where the dwelling house has more than a single level (excluding garage, carport, decks and split levels) the minimum of 70% of the non-glazed exterior cladding may be reduced to 65% provided the non-specific cladding is predominately used in cladding the upper levels. The vendor shall be entitled to approve in writing any other new product of similar quality.
  - (c) Not to allow any form of metal roofing on the dwelling house unless the same has been factory pre-painted. The roof of any dwelling house is to contain at least one valley.
  - (d) Not to permit the construction of a dwelling house on the property to take more than a period of twelve months from the date when footings are commenced. For the purpose of this clause "completion" involves all exterior finishing including painting if required.
  - (e) Once construction has been substantially completed not to bring on to or allow to remain on the land any temporary dwelling, caravan, trade vehicle, other equipment, materials or machinery or any 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.
  - (f) Not to erect a fence constructed of corrugated iron or other solid metal products.
  - (g) Not to permit the growth of thistle, ragwort or any other noxious weeds.
  - (h) Not to permit the keeping of pigs, donkeys or poultry or more than 2 dogs on the property PROVIDED THAT the keeping of not more than 10 domestic hens shall not be a breach of this covenant. For the purpose of this clause, the expression "hens" shall not include "roosters".
  - (i) Not to permit or allow motor vehicle / motorcycle recreation, or other obnoxious noisome activity on the property other than for agricultural or horticultural purposes.
  - (j) Not to permit any manufacturing or commercial activities to take place on the property of a non-agricultural or horticultural nature.

- (k) Not to permit the erection of tunnel houses or glass houses other than for domestic consumption on the property.
- (l) 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.

2.0 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 this document, the grantor covenants personally and for his/her/its assigns that should the grantor fail to comply with, observe, perform or complete any of the covenants contained herein, then without prejudice to any other liability the grantor may have to the grantee, the grantor will:

- (a) Pay to the grantee as liquidated damages the sum of \$50,000.00 immediately upon receipt of a written demand from the grantee;
- (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 covenants herein;
- (c) In any instance of default under these covenants 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 covenants shall avoid the payment of the penal sum described in (a) above provided that this waiver shall not apply in respect of any subsequent default of similar nature.

It is further agreed and acknowledged that the grantor shall have liability under these covenants only while registered proprietor of the property.

PROVIDED and it is FURTHER AGREED AND ACKNOWLEDGED that:

- (d) The purchaser shall have liability hereunder only while the registered proprietor of the property.
- (e) In any instance of default under sub-clauses (a) to (l) of clause 1 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.

3.0 The land covenants contained herein are to be extinguished on the 1st day in January 2025.