

"B" BUILDING COVENANT

Maroo Pocket

1. The Buyer acknowledges that the Land hereby sold is part of a rural residential estate, the principal aim of which is to establish a high class and well-designed living environment.

2. The Buyer also acknowledges that in order to protect the Buyer's investment in the Land it is desirable that control be exercised by the Seller to ensure that all dwelling houses erected within the estate are of a sufficiently high standard of design and construction to ensure that the estate is developed in a modern and attractive manner that will present an aesthetically and environmentally attractive appearance. In recognition of this the Buyer agrees with the Seller to be bound by the Covenants contained in paragraph 3 hereof.

3.1 Floor Area: Whilst it is not mandatory the floor area of any dwelling house to be constructed within Maroo Pocket shall be a minimum of 200m² of livable area excluding garages, carports, patios and covered pergola areas.

3.2 Building Materials: Unless otherwise first approved by the Seller, no dwelling house (including garage and/or carport areas and/or any other improvement permitted under the Covenants) shall be erected or constructed on the land of materials other than:-

(a) external walls or wall cladding of brick, timber, rendered blockwork or stone, or such other materials as may be approved in writing by the Seller;

(b) roof materials of colorbond sheeting, decra-bond material, or clay, terracotta, quality concrete tiles or such other materials as may be approved in writing by the Seller;

and no second hand or sub-standard brick, timber or other materials or bright reflective materials shall be used in the erection or construction of any improvements on the land, including fencing.

3.3 Paint: All exterior surfaces, with the exception of clay brick or stone, must be painted prior to the completion of the dwelling.

3.4 Ancillary Buildings: No building ancillary to any dwelling house shall be erected or constructed on the land unless it is built in a manner consistent with the design and construction of the dwelling house, and using the same material used as the dwelling house. The exception to this rule is prefabricated garden sheds and external garages which are to have all exterior surfaces (including roof) professionally coated (eg colorbond) so as to be completely non-reflective. The approved under roof area excluding eaves of these structures are as follows:

(a) Garden Sheds : 4 metres x 4 metres or a total area of 16m²; and

(b) External Garages: no more than 6 bays or a total area of 180 m² under roof.

All external garages of garden sheds are to be no higher than 3.6 metres and the owner of the lot is only permitted to build one of each type of garage or garden shed. Any modifications or alterations to this guide are to be submitted to the Seller for approval prior to Council approval and construction.

3.5 Motor vehicles, caravans etc: In building works, adequate provision shall be made for the accommodation of all motor vehicles, caravans, boats and trailers by way of lock-up garage and/screened carports.

3.6 Uncompleted structures: No improvements in the course of being erected or constructed on the land shall be left without substantial work being carried out for a period longer than two (2) months. Total construction time for erection or construction of the dwelling house to issue of a Certificate of Final Inspection shall not exceed six (6) months from the date of commencement of that construction or such further period as agreed to in writing by the Seller.

3.7 Occupation: The Land shall not be used for residential purposes until the erection or construction of a dwelling house and garage or carport in accordance with the provision if these covenants and until such improvements have been finally inspected and passed by the Local Authority or a Private Certifier.

3.8 Temporary Structures: No temporary dwelling or substandard structure shall be brought onto the Land.

3.9 Rubbish: No rubbish, soil or other material shall be allowed to accumulate or be placed on the Land. In the event of rubbish accumulating on the Land or there being excess growth of grass or vegetation or if such grass or vegetation becomes unsightly or in need of the cutting or slashing, then the Seller and its agents and workmen shall generally clean and tidy the Land and remove rubbish and other unnecessary materials from the Land and surrounding areas of the Land at the expense of the Buyer. The Buyer further agrees that any costs incurred by the Seller in exercising its rights under this clause shall be a liquidated debt due and payable by the Buyer to the Seller forthwith upon the delivery by the Seller to the Buyer of a written statement of such costs incurred.

3.10 Screens: Where reasonably practical, having regard to heights, the Buyer must screen under any high-set house so that the underside of the house cannot be seen from the road frontage. The Buyer must screen by way of vegetation all water tanks so that they are not visible from the road frontage.

3.11 Lot Maintenance: Prior to, during and after construction commencing, the Land must be well maintained, mown and kept clear of excessive weeds and rubbish including but not limited to building materials, cut offs and scarp.

3.12 Swimming Pool: Any filtration system and other plant equipment related to a swimming pool and/or spa bath ("Equipment") to be constructed on the Land shall be encased within a structure made of the same materials (and be the same colour) as the dwelling house. The purpose of the filtration housing is to limit noise pollution as well as to conceal the system from view.

4. Dividing Fences: Erection and Maintenance: The Seller and Buyer agree that, notwithstanding anything in the Dividing Fences Act to the contrary contained, the Seller shall not be liable to or required at any time by the Buyer, his executors or administrators, to join in or contribute towards the expense of maintaining or erecting any fence or fences between the Land hereby sold and any adjoining land of the Seller.

5. Liability for Damage: The Buyer hereby indemnifies the Seller against any damage, loss, costs or expense suffered or incurred by the Seller with respect to any lost or damaged survey pegs or any damage to footpath profiles, road guttering and/or driveways (footpaths) contiguous to the Land as a result of any works being carried out by or on behalf of the Buyer's servants, employees, agents, invitees, licensees, contractors or sub-contractors. If the Buyer fails to repair such damage then the Seller may rectify the damage at any time and the cost of rectifying that damage shall become a debt payable to the Seller by the Buyer upon demand.

6. Sale: The Buyer shall not sell, assign, transfer or dispose of its interest in the Land without first obtaining from the Purchaser, transferee or dispose a written covenant in favour of the Seller in the same terms as this Building Covenant including this paragraph 6. The parties agree that the provisions of this covenant will not merge on completion of this Contract.

7. Breach: The Buyer hereby agrees that in relation to any breach of the covenants capable of being rectified the Buyer grants to the Seller an irrevocable Licence to enter upon the Land and or do any act, perform any building work, remove any building construction or other improvements, fences or materials, or object of whatsoever nature and other wise act with a view to remedying any such breach PROVIDED THAT the Seller first gives reasonable notice (being not less than 7 days) to the Buyer before entering upon the Land. The Buyer further agrees that any costs incurred by the Seller in exercising its rights under this clause shall be a liquidated debt due and payable by the Buyer to the Seller forthwith upon the delivery by the Seller to the Buyer of a written statement of such costs incurred.

8. Relaxation: The Seller shall from time to time and in its absolute discretion have the right to make a modification, waiver, release or relaxation of any of the above covenants, obligations or other stipulations contained herein or in the said Deed of Covenant contained or implied on the part of the Buyer to be performed or complied with by the Buyer or by which the successor in title may be bound. In the event of the Seller making any modification, waiver, release or relaxation of these covenants, the Buyer or successor in title or any other person or company shall have no claim whatsoever against the Seller arising directly or indirectly from the aforesaid, whether the same shall be made innocently or deliberately or by violation by the Seller or its successors in title.

9. Third Parties: It is hereby acknowledged and agreed by the Seller and Buyer that it is not the intention by virtue of these covenants to create any legal duty enforceable by a third party pursuant to section 55 of the Property Law Act. Also, these covenants shall bind the Buyer, his executors, administrators, personal representatives, successors and assigns.

10. Building and Other Legislation Amendment Act 2009

This Building Covenant is to be read and applied subject to the requirements of the Building and Other Legislation Amendment Act 2009 (Act). If any terms, requirements or conditions in this Building Covenant (or any part of them) are invalid or unenforceable for any reason (including as a result of the application of the Act) the remaining terms, requirements or conditions will continue to apply and will be valid and enforceable to the fullest extent permitted by law.

Seller

Buyer