

**BUILDING COVENANT GUIDELINES**  
**KARINYA ESTATE**  
**PAYNTERS CREEK ROAD, ROSEMOUNT**  
**LOTS 1-5, 17-19**

The Buyer acknowledges and understands that 'Karinya' forms part of a special rural landscape of which the principal vision is to create a rural residential estate with environmental focus, high-class residential standards and a highly desirable address to work, rest and play.

1. 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.

**2.1 Floor Area:** whilst it is not mandatory, the dwelling house shall be designed and constructed to achieve a liveable floor area of no less than 200m<sup>2</sup> (excluding garages, carports, patios and covered pergola areas).

**2.2 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 walls 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, decrabond 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 erected or construction of any improvements on the land, including fencing.

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

**2.4 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 materials used as the dwelling house, except for prefabricated garden sheds not exceeding 75m<sup>2</sup> which have all exterior surfaces (including roof) professionally coated (colorbond) so as to be completely non-reflective which are permitted.

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

**2.6 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.

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

**2.8 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 there 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 right under this clause shall be 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.

**2.9 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.

**2.10 Dividing Fences – Erection and Maintenance:** No contribution from the developer shall be requested or expected.

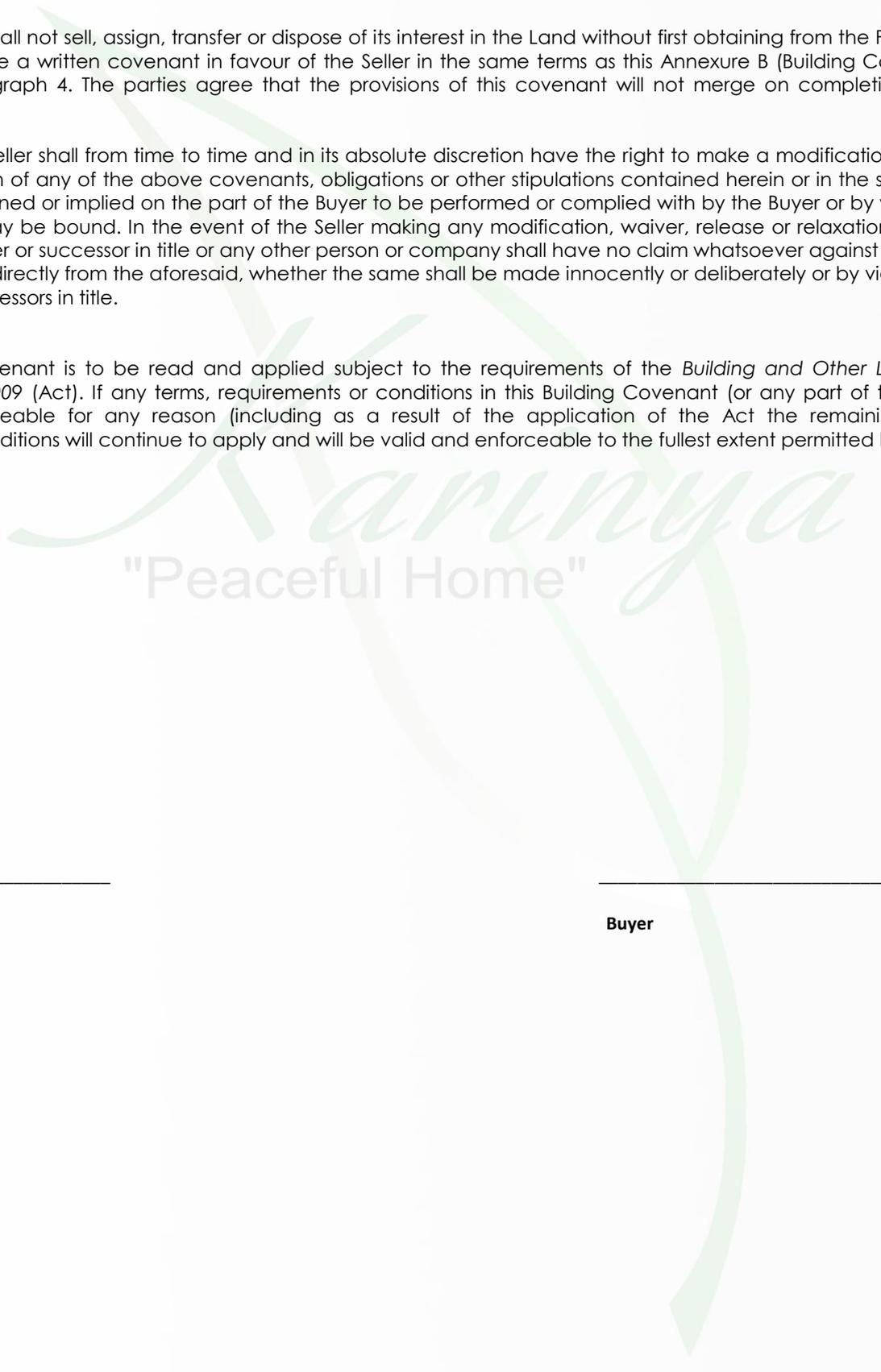
**2.11 Liability for Damage:** The Buyer hereby indemnifies the Seller against any damage, loss, costs or expense suffered or incurred by the Seller with respect to any lost or damaged survey pegs or any damage to footpath profiles, road guttering and/or driveways (footpaths) contiguous to the Land as a result of any works being carried out by or on our 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.

**2.12 Screens:** The Buyer must screen by the way of vegetation all water tanks so that they are not visible from any road frontage.

**3. 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 Annexure B (Building Covenants) including this paragraph 4. The parties agree that the provisions of this covenant will not merge on completion of this Contract.

**4. 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 on its successors in title.

**5.** 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.



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**Seller**

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**Buyer**