

**Annexure "B"**  
**Building Covenants**

**THE HOUSES AND RESIDENTIAL LAND CONTRACT BETWEEN GEORGE ALASTAIR  
FARQUHAR AND FREDERICKA ANNE FARQUHAR AS SELLERS AND  
AS BUYER**

**SUGARVIEW ESTATE - BUILDING COVENANTS**

**CONDITIONS RELATING TO BUILDING**

The Buyer acknowledges that the land is part of a premier residential development, the object of which is to establish a high standard of well-designed residential homes. Accordingly, the Buyer hereby covenants with the Seller as follows:-

1. The Buyer will not at any time hereafter erect or build or permit or allow to remain erected on the land hereby sold any dwelling house, garage or out building other than one private dwelling (together with enclosed, double garage and if the Buyer so elects, any usual outbuildings) having external walls of brick, glass, timber or fibre cement or any combination thereof provided that:-
  - (a) the proportion of external walls constructed of timber or fibre cement shall not exceed one third of the area of such external walls (excluding glazed areas) unless the prior written approval of the Seller has been obtained;
  - (b) the dwelling house and outbuildings shall have a roof comprising concrete or terracotta tile, coloured metal or other such non-reflective material as may be approved in writing by the Seller, or its agents and that the minimum roof pitch shall be 22.5 degrees unless approved in writing by the Seller;
  - (c) the garage, and any detached carport, structures or improvements must be built in a manner consistent with the permitted design and construction of the dwelling house on the land and using the same or similar materials to those permitted to be used in the construction of the dwelling house;
  - (d) the Buyer will not erect or build or permit or allow to remain erected on the land hereby sold any kit home or transportable home unless approved in writing by the Seller.
2. The Buyer will make adequate provision for the accommodation of at least one or two motor vehicles by way of an enclosed garage to be built concurrently with the dwelling house. Nothing in these Covenants shall be construed so as to permit the Buyer to erect a carport on the property to the exclusion of an enclosed, double garage. Consideration will be given to any possible variation after consultation with the Developer.
3. Subject to the other paragraphs of this annexure, the Buyer will ensure that any dwelling house or other improvements will not be left at any time during construction without substantial work being carried out for a period longer than three (3) months.
4. No improvements previously erected or existing on or attached to other land shall be erected or placed upon the Land.
5. The Buyer shall not allow any rubbish including site excavations and building materials to accumulate on the lot or allow excessive growth of grass or weeds upon the lot. The Buyer shall not place any

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Seller/s

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rubbish including site excavations and building materials on adjoining land. If, in the opinion of the Seller, rubbish has accumulated on the land or

there is an excess growth of weeds on the land then the Seller and/or the Seller's agents and/or independent contractors may enter the land for the purpose of generally tidying up the land including, without limitation, slashing or mowing grass and weeds growing on the land. The Buyer will pay to the Seller on demand the costs of carrying out such work. The Buyer shall also pay the cost to the Seller on demand, when the Seller has removed building materials or debris from adjoining lots that relate to construction upon the land that is the subject of this Contract.

6. Any caravan, boat trailer or unregistered vehicle stored or parked on the land (if same is not housed in a garage or outbuilding) shall be stored or parked at the rear of the dwelling house or shall be screened so that the same is not visible from the street.
7. No caravan or mobile home shall be used on the land for residential purposes whether or not a dwelling house is constructed on the land.
8. Miscellaneous:

Antennae, Aerials	External TV antennae and other aerials must be unobtrusive and located towards the rear of the dwelling house.
Solar Panels	Must be integrated with the roof design and must not be highly visible from roadways.
Incinerators	Not permitted.
Air Conditioners	Located below eaves-lines and concealed from view of public areas.
External Plumbing	External plumbing on two (2) storey dwellings must be concealed so as not to be visible.
9. Notwithstanding anything in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2001* (as amended) to the contrary, the Seller shall not be bound and the Buyer shall not make any claim against the Seller to contribute to the construction of any dividing fences between the lot or any adjoining land owned by the Seller.
10. No fence shall be constructed on a lot unless it complies with the following:-

**Dimensions –**

No fence can exceed 1800mm above the natural ground level;  
Fencing requirements for corner Lots will be reviewed on a lot by lot basis;  
Any fencing erected by the Developer must not be removed or modified in any way without the prior written consent of the Developer.

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#### **Designs and Materials –**

- Timber fences – preferred design is timber "Good Neighbour" fencing constructed of treated pine palings with hardwood timber posts and capped with continuous weather top plate;
  - Alternatively, boundary fencing may be constructed of treated pine palings with hardwood timber posts. Rails must face inside the property;
  - Masonry Fencing – Face brickwork is to match the residence. Blockwork must be rendered and painted.
11. Prior to habitation of a dwelling house, the Buyer will complete landscaping on the land and as a minimum requirement and generally clean and tidy the land and remove rubbish and other unnecessary materials from the land and surrounding areas.
12. **Driveways** – you must show the location of your driveway on your site plan:-
- (a) Only one driveway will be allowed for each allotment unless approved by the Developer;
  - (b) Driveways shall extend from the kerb edge to the full width of the garage;
  - (c) Driveways should have a minimum width of 3m but not be greater than 5.5m wide at the street boundary;
  - (d) Driveways shall be constructed prior to occupation of the dwelling and should be finished in colours that complement your home.

#### **Preferred finishes are**

- Exposed aggregate concrete
- Masonry pavers on concrete sub-base
- Stamped or stencilled reinforced concrete
- Brushed coloured concrete (incorporating a feature element)

Please ensure that you have taken into account the location of storm water pits, light poles, Telstra and Ergon service points, and any other utilities which cross the land when planning your driveway.

13. The Seller shall have the right to vary (by way of reducing the conditions), exclude or elect not to enforce any of the conditions herein set out in respect of the subject land or any other land within the residential estate. The Buyer specifically absolves the Seller from any liability whatsoever for any action taken in varying (by way of reducing the conditions), electing not to enforce or excluding any condition.
14. The Buyer shall not sell, transfer or otherwise dispose of the land hereby sold or any part thereof to any person without first obtaining from such person a deed of covenant in favour of the Seller to be bound by the same terms and conditions as are contained in this annexure. For the purpose of this clause, "person" shall include a company.

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15. The Buyer acknowledges and agrees in the event that the improvements to the Land, footpath area and/or the roadway is damaged in any way (including but not limited to bitumen/asphalt roadway, manhole covers, concrete footpath, concrete bikeway, turf, shrubs and/or trees) by the Buyer and/or the Buyer's building contractors, agents, employees or invitees then the Buyer shall within fourteen (14) days attend to repairing or reinstating such damage at the Buyer's cost.

In the event that the Buyer does not within fourteen (14) days attend to the repairing or reinstating the damage to the improvements to the allotment, roadway and/or footpath area to the condition that it was immediately prior to such damage, then the Seller may attend to repairing or reinstating such damage at the Buyer's cost.

16. **Obligatory Slashing, Maintaining and Clearing –**

Vacant allotments are to be maintained by the owner and ensure grass height does not exceed 200 mm. Should the Developer or any other representative of Sugarview Estate notify the Buyer that slashing, maintaining, or clearing of the land is necessary to maintain the tidy presentation of the Estate the Buyer shall carry out the works within fourteen (14) days.

If the Buyer fails to comply with the request to slash, maintain or clean the land, the Developer or any other representative of Sugarview Estate may employ a contractor to carry out the slashing, maintaining or clearing and the Buyer shall pay for all costs incurred in respect of the work.

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**Annexure "C"**  
**Proposed Survey Plan and Easement**

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