

BUILDING COVENANTS – HAMPSHIRE COURT

THE Purchaser acknowledges and agrees with Cabra Developments Limited (hereinafter referred to as "Cabra") that each lot in Cabra's subdivision ("subdivision") forms part of a development which is intended to be established as a modern and well designed subdivision and it is desirable that supervision and control be exercised by Cabra for the protection of and in the interests of all Purchasers in relation to the nature and type of construction to be permitted in the subdivision and the standard of surroundings being maintained. In recognition of these objects the Purchaser for his lot and for the benefit of all other residential lots comprised in the subdivision DOES HEREBY AGREE with Cabra and will covenant whether by deed, transfer or otherwise as required, with Cabra, or such other person or persons as are nominated by Cabra (including its successors in title) for the Purchaser and his executors, administrators, transferees, assigns and successors in title in relation to the lot purchased as follows:-

1. Not to erect, construct or place on the said land or allow to be erected, constructed or placed on the said land any dwelling house which is not a new residential dwelling house having a minimum floor area (excluding any garage) of 200 square metres (measured to exterior wall perimeter) and having not less than 80% in area of the exterior cladding consisting of any of the following materials:
 - (a) Kiln fired, pre-cast or concrete brick
 - (b) Coloured stucco finish on composite sheet, metal lath, polystyrene, concrete block or solid concrete, coloured fair face concrete block (200mm x 400mm)
 - (c) Solid stone or a veneer of stone or similar quarried material
 - (d) Timber finish with stain, paint or left raw
 - (e) Metal laminate or pre-finished or raw profiled solid timber
2. Any dwelling house with the exterior cladding consisting of flat cladding, coloured concrete block, poured concrete or similar shall have textured the surface of the same in such a manner as to cover the base material.
3. No dwelling shall be constructed to a single rectangle or square and it must contain at least one full valley in the roof.
4. Garaging must be attached to the dwelling. In respect of a single story dwelling the garage must form part of the roof line of the dwelling.
5. Not to allow any form of metal roofing on any building unless the same has been pre-painted.
6. Not to erect a dwelling at a cost less than three hundred thousand dollars (GST exclusive). Cost shall be deemed to mean the extent of work normally done by a building contractor and shall exclude chattels such as floor coverings, curtains and the like, building permit fees and work done on the section external to the house. Any dispute as to the cost of a dwelling shall be resolved by reference to the then current published "Rawlinsons" per square metre building rates of a dwelling of the type being erected.
7. Not to permit the construction of the exterior of any dwelling house to take more than a period of twelve months from the commencement of construction of that dwelling house.
8. Not permit or carry out the creation of any temporary building or structure upon the property except such as may be used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of the work.
9. Not to permit the driveway to remain uncompleted without a solid running course for more than six months after the completion of the construction of the dwelling.
10. Not to permit or cause the property to be occupied or used as a residence unless:
 - (i) the dwelling has been substantially completed, and
 - (ii) the building meets the requirements of the appropriate local authority.
11. Not permit or cause any rubbish to accumulate or be placed upon the property and not to permit any excessive growth of grass so that the same becomes long or unsightly.
12. Not to permit or cause any advertisement sign or hoarding of a commercial nature to be erected on any part of the property.
13. Not to permit or cause the removal of soil from the property except as shall be necessary for the construction of the building thereon.
14. Not to allow any animals on the property other than domestic pets which definition shall without restricting the generality of such term exclude goats, sheep, horses, pigs and poultry.
15. Clotheslines and rubbish storage areas are to be away from the road or right of way access and obscured from direct sight of the road or right of way access.
16. Not to park any commercial or trade vehicle on or within five metres of any street or right of way shown on the plan annexed to this agreement unless situated within enclosed garages constructed on the property provided that this prohibition shall not apply to any invitee of the grantor where such invitees are not residing with the grantor and the vehicles are parked temporarily only.
17. No part of any dwelling house or other structure (inclusive of garages, carports, decking, breezeways, entry porches or roof overhang) shall encroach upon or be erected within 3 metres of the front boundary.
18. The final colour of the exterior cladding of those areas of the dwelling house primarily facing all street frontages is to be of subdued or non-vibrant colours unless otherwise approved in writing by Cabra at its sole discretion.
19. All sheds or buildings other than the dwelling house must have their exterior cladding colours in keeping with the main dwelling house and must be erected in the rear yard unless approved in writing by Cabra at its sole discretion.
20. Not to erect any more than one dwelling house on the land, nor subdivide the land further unless approved in writing by Cabra at its sole discretion.
21. Not to allow any buildings, structures or fencing to become dilapidated or to fall into disrepair and to maintain the grounds, landscaping and road berm adjoining the site in a neat and tidy condition.
22. No caravan or motorhome shall be placed on the said land to be used for residential use other than for short term occupation of visitors.
23. Not erect or permit to be erected any fence or boundary wall higher than 1.5 metres within five metres of any road boundary unless approved in writing by Cabra at its sole discretion.
24. Not erect or permit to be erected any fence or boundary wall higher than 1.5 metres facing or on any road frontage boundary unless approved in writing by Cabra at its sole discretion. Any such fence or wall shall be of good quality and design. As a general guideline:
 - (a) closed board fences are not permitted.
 - (b) stucco, brick, brick or stucco column with picket or wrought iron, picket fences, wrought iron fences, stone walls or live hedging, or timber trellis and any combination thereof are permitted.If a fence or wall does not fall within the guidelines then the written approval of Cabra to the design and materials shall be required which approval to be at Cabra's sole discretion.

25. Not to allow to remain on any walls, fence, structure or building on the property any graffiti or similar disfiguring for more than five working days from the date that such graffiti or disfiguring occurred.
26. To locate any attachments to the dwelling house and buildings (including but not necessarily limited to television antenna, satellite dishes and solar hot water panels) so they are not highly visible from the road.
27. To ensure that a minimum of 5% of the net site area is developed with landscaped gardens and that a minimum of 5 trees or shrubs of at least 2m in height are included within the landscaped areas
28. Not to undertake any construction works on the Covenanting Lot without at all times complying with the following conditions and restrictions:
 - (a) Not store or dump any construction materials or debris on any adjoining lot or cross any adjoining lot for goods or vehicle access unless consent has been granted by Cabra in writing and the adjoining lot owner.
 - (b) Not allow major site works to commence unless a vehicle crossing and access drive for construction vehicles has been formed in metal aggregate or an alternative material as Cabra may approve in writing at its discretion.
 - (c) Not allow rubbish, sand, silt and other building materials to be placed or escape onto adjoining or nearby lots or roads.
 - (d) Not deposit or allow any dirt gravel clay or other substance to be left on any road in the vicinity of the site.
 - (e) To contain on the lot any silt generated during the construction of the dwelling house.
 - (f) To re-instate, replace or be responsible for all costs arising from damage to the landscaping, berms, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Purchaser's use of the land directly or indirectly through the Purchaser's actions or those of the Purchaser's agents employees or invitees.
 - (g) Not allow contractors and subcontractors to commence work on the site without first informing them of the restrictions created by these covenants and ensuring their compliance therewith.
29. In respect of any stone wall erected on or near the boundary of any site not to damage, interfere with or grow any living plant on or over the stone wall.
30. Not to commence construction of any dwelling without first obtaining the approval in writing of Cabra to the plans and specifications for the dwelling such approval not to be unreasonably or arbitrarily withheld where in the reasonable opinion of Cabra the plans and specifications conform with the foregoing covenants and not to make any material changes to those plans and specifications without obtaining Cabra's further approval in writing.
31. Where Cabra has been dissolved or wound up or otherwise passed out of existence, "approval by Cabra" shall mean approval by any party appointed and/or nominated by Cabra for this purpose.

These covenants shall run with the land until the 1st January 2050 (at which time they shall expire and be of no further effect) and shall be at the discretion of Cabra incorporated in any Memorandum of Transfer to the Purchaser executed pursuant to an Agreement for Sale and Purchase or in the alternative the covenants may be added to the title to each lot by Cabra, prior to issue of title AND THE PURCHASER DOTH HEREBY COVENANT with Cabra that if the Purchaser shall transfer, assign or otherwise dispose of his interest in the land then he shall make such transfer, assignment or disposition subject to the provisions of the clause in the Agreement for Sale and Purchase and shall procure from the transferee or assignee a Deed of Covenant in favour of Cabra whereby such Purchaser or assignee undertakes to fulfil the Purchaser's obligations under the clause in the Agreement for Sale and Purchase.

The Purchaser covenants that the Purchaser will at all times be responsible for and keep Cabra indemnified from all proceedings, costs, claims and demands in respect of breaches by the Purchaser of any of the stipulations, restrictions and covenants contained in the preceding clauses.

If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Purchaser may have to any person having the benefit of this covenants, should the Purchaser not rectify the breach or non-observance of any of the foregoing covenants within 15 working days of written demand being made by Cabra or any of the registered proprietors of the Lots, then the Purchaser will:

- (a) pay to the person making such demands as liquidated damages the sum of \$200 per day for every day that such breach or non-observance continues after the date upon which written demand has been made together with any costs and expenses incurred by Cabra or any registered proprietor to remedy the breach or non-observance;
- (b) remove or cause to be removed from the land any dwelling house, garage, carport, building or other structure erected or placed on the land in breach of non-observance of the foregoing covenants;
- (c) replace any building materials used in breach or non-observance of the foregoing covenants.
- (d) cease any activity in breach of these covenants.