

Annexure Schedule A

The Covenantee wishes to establish a superior and well-designed subdivision which contains buildings of a superior quality and architectural form. In order to achieve this end, the Covenantee and the Covenantor have agreed to the covenants contained herein.

The Covenantor shall be bound by the following covenants ("Land Covenants"):

1.0 The Covenantor shall:

1.1 New Residential Dwelling

- (a) not erect on the Burdened Land any more than one dwelling to be used for residential purposes and only to be built of new materials together with garages, outbuildings or other similar structures appurtenant to the main residential dwelling.
- (b) complete the build within 12 months from laying foundations or to be completed in full within 24 months of settlement whichever is the earlier. If the build is not completed in these timeframes, or such other times as agreed in writing by the Covenantee, the Covenantee shall be entitled to impose a penalty sum of \$100.00 per day for every day or part day, that the breach continues.
- (c) during the course of construction of the residential dwelling, ensure that all rubbish and superfluous materials are removed as soon as possible and are not in any case deposited on the road, right of way, the local authority frontage or reserve or any other Burdened Land or Benefitted Land.
- (d) not allow any roofing other than either a factory pre-painted coating or tiles.
- (e) ensure that all exterior surfaces, including the roof, are neutral colours.

1.2 Section Maintenance

- (a) not at any time erect or permit to be brought onto or remain on the Burdened Land any temporary, relocatable, or second hand building or structure, nor any caravan, or builder's sheds, or other structure, other than as may be reasonably necessary during the construction of any dwelling and which shall be removed upon completion of construction of the dwelling.
- (b) Not establish groups or lines of plants, trees or erect fences, screens or any other improvements having a height in excess of three metres from ground level, to ensure protection of the sun and views of adjoining properties whether included in this subdivision or otherwise.
- (c) Not conduct or permit to be conducted on the Burdened Land any commercial or recreational activity which may result in any smell or noise or cause nuisance to the Benefitted Land. In particular, the Covenantor shall not operate commercial dog kennels, a piggery or chicken farm.

- (d) Not allow any non-warranted vehicles, bulk machinery parts, machinery, building materials or other goods to be stockpiled on the Burdened Land.
- 1.3 At all times, keep the Burdened Land and adjacent right of way or local authority owned frontage (if any), in a good and tidy order and condition, with the lawns mown and any rubbish removed.
- 1.4 Ensure that no rubbish, or other material whatsoever, shall be left on the Burdened Land that creates a stench that causes offence or distaste to the Covenantee.
- 2.0 No covenant to enforce the covenants recorded in this Schedule against any Burdened Land, shall be implied or enforced against the Covenantee, and any such enforcement shall be carried out entirely at the Covenantee's discretion.
- 3.0 The Covenantor will at all times indemnify and keep indemnified the original Covenantee against all proceedings, costs, claims and damages in respect of any breaches of any of the covenants of this schedule by the Covenantor.
- 4.0 Should the Covenantor or Covenantor's agent, invitees or contractors breach any covenant in this Schedule, then the Covenantee shall be entitled to serve written notice on the Covenantor requiring the breach to be remedied within five working days of the Covenantor's receipt of that written notice, and failing remedy within that timeframe (time being of the essence), then the Covenantee shall be entitled to impose a penalty sum of \$100.00 per day for every day or part day that the breach continues, in addition to all other costs or losses incurred by the Covenantee, including full solicitor/client costs and the Covenantee may in addition exercise any or all other rights available to them at law.
- 5.0 Fencing
 - (e) Joshua Garton shall not be liable to pay or contribute towards the cost of the erection or maintenance of any dividing or boundary fence between the Burdened Land and any adjoining Burdened Land or Benefitted Land owned by Joshau Garton.