

PROPOSED BUILDING COVENANTS – YAMBA QUAYS STAGE 1 CONTRACT

(a) General

- (i) No dwelling house erected on the subject land or any part of it shall have a floor space of less than 150 square metres (excluding carports and outbuildings).
- (ii) No separate garage, outbuildings or similar structure shall be erected upon the subject land unless the building or structure is of a similar or compatible design and of similar materials and colour as the principal building erected upon the subject land.
- (iii) No building shall consist of a kit dwelling or a dwelling incorporating pole construction.
- (iv) No temporary dwelling, caravan, privy, tent or substandard dwelling shall be placed or built on the subject land, nor shall the registered proprietor live in any portion of the dwelling house prior to its completion and approval by the Local Authority. No temporary dwelling or other improvements previously erected and moved from other land outside the Epiq Lennox site shall be brought onto or kept on the subject land
- (v) Building works must be completed within 8 months of their commencement; incomplete building works must not be left longer than 2 months without substantial work being carried out on them.
- (vi) The registered proprietor, during any construction work, must take steps to ensure that no soil, building materials or gravel is washed onto the footpath, the kerb and channel or roadway.
- (vii) No part of the subject land shall be used for any industrial or manufacturing purposes, offensive or noisy trade or activity.
- (viii) No animals, livestock or poultry of any kind shall be raised, bred or kept upon the land or any part of it except dogs, cats or other household pets may be kept provided these are not kept, bred or maintained for any commercial purpose.

(b) Building Materials, Design & Construction

- (i) The registered proprietor shall ensure all work carried out on the land will have Local Authority approval prior to commencement of construction and all work or improvements are completed in a professional manner and in accordance with best trade practices. External walls of all dwellings, garages and other improvements shall be constructed of clay brick, rendered masonry with textured or painted finish, painted timber, painted fibre cement sheeting or materials approved in writing by the Developer. External paint colours should blend in with the natural environment.
- (ii) The dwelling house to be erected will be of architectural design and orientated to utilise the local climate.
- (iii) Roofs to be laid with quality ceramic roof tiles, colour bond or non-reflective material.

- (iv) The underside of high set homes are to incorporate undercroft skirting or screening (e.g. timber battens) to the full height of any undercroft area above ground level at the perimeter of the building.
- (v) No secondhand or sub-standard materials are to be used in the erection of any improvements.
- (vi) No damage shall be done to the turf, landscaping or driveway of any other Lot adjoining or not during construction of any dwelling or other structure on any Lot. No access to or from the rear of any Lot shall be taken during such construction.

(c) *Driveways, Landscaping and Fencing*

During the time of the dwelling house construction the registered proprietor shall:

- (i) Construct a good quality paved, concrete aggregate or coloured concrete vehicular driveway connecting the garages to the street;
- (ii) Attractively landscape all areas within public view including turfing the land and the footpath area adjoining the land;
- (iii) Remove all surplus soil and building materials from the site, construct any necessary drains and retaining walls and maintain the whole area of the lot and adjoining footpath in a neat and tidy condition;
- (iv) Ensure fencing is in keeping with the architectural design of the dwelling, with no fencing to be constructed forward of the building alignment (except for pool fencing). Fences are not to be constructed of corrugated iron, colour bond steel mesh, unrendered and unpainted concrete blocks or zincalume.

(d) *Signs*

- (i) The registered proprietor shall not erect any advertising signs on the land other than a sign advertising the land purchased or a builder's sign during the period of construction.

(e) *Parking of Vehicles*

- (i) To avoid detracting from the visual amenity of the neighbourhood trailers, caravans, recreation or commercial vehicles shall be parked to the rear of the dwelling.

(f) *Excavation*

- (i) The registered proprietor must obtain permission from the Local Authority for excavation and fill which alters the surface, level or shape of the land prior to commencing any earthworks.

(g) Care and Maintenance

- (i) The registered proprietor must keep the subject land and adjoining footpaths in a clean and tidy state and ensure that no rubbish accumulates on the land or that the grass is allowed to become excessively long and unsightly.
- (ii) The registered proprietor shall not cause or permit any damage to the road, footpath, channel and kerbing, verge and landscaping works, land adjoining the subject land including the adjoining land's right of support and any other land in the Residential Development in which the land is situated.
- (ii) All grass and other vegetation shall be regularly mown and maintained and the land shall be kept free of all rubbish, refuse or garbage and other waste shall not be kept on it except in sanitary containers.

(h) Developer's Landscaping Work

- (i) The registered proprietor agrees to not object, impede or interfere with any landscaping or other works carried out in or on the footpath or other public places.

(i) Alterations to the Covenant

- (i) The Developer shall have the right to make changes to any covenant herein by which any registered proprietor or Successor in title may be bound. In the event of any changes or variations of any covenants, the registered proprietor of any lot burdened will have no claim against the Developer as a result of any changes or variation of any covenants.

(j) Boundary Fencing

- (i) No fence shall be erected on any lot hereby burdened to divide the same from any adjoining land or lot while such land or lot is owned by Yamba Quays Pty Limited or their successors or assigns other than purchasers on sale without the consent of Yamba Quays Pty Limited or their successors or assigns but such consent shall not be withheld and is deemed to be given for any such fence erected without expense to The Trust Company (Australia) Limited.

(k) Default and Breach

- (i) The registered proprietor grants to the Developer the right to remedy any breaches of these covenants and authorises the Developer to enter onto the land.