



ANNEXURE B **BUILDING COVENANTS**

1. Explanation and Aim

As a prospective owner of land in Abington Heights, these covenants have been designed to protect your investment, and that of your new neighbours. They are not in any way meant to be restrictive, rather to ensure that only quality, aesthetically pleasing homes are built. In recognition of the desirability of continuing an attractive quality development, the Buyers agree with the Seller that:-

a. Buyer Bound By Covenants

The Buyer acknowledges that these covenants will form a legal and binding part of the contract of sale for the land.

2. General Covenants

a. Covenant Ongoing

The requirements of the Covenant apply to the on selling of the property and all buyers are bound by this Covenant.

b. Variation

The Seller may, under exceptional circumstances, vary this covenant upon individual request so long as the quality of Abington Heights is not compromised. The request must be submitted in writing and show plan and/or photos of any requested variation.

3. Caravans and Vehicles

All trailers, caravans and boats must be parked at the rear of the residence. Any vehicle over three (3) tonnes or any commercial vehicle shall be garaged behind the residence.

4. Construction

a. Temporary Buildings

No temporary buildings, caravans, tents or temporary dwellings or structures shall be erected on the land.

b. Building Setbacks

Any dwelling or structure attached to a dwelling shall be located a minimum of 20m from the Road Reserve property boundaries.

c. Existing Levels

Existing levels shall be maintained at all boundaries. Cut and fill faces shall be kept clear of all boundary lines in accordance with the regulations set down by the Local Authority.



d. Buildings

Building Materials

Every dwelling house, detached carports or other outside structures shall only be erected or permitted to be erected from new materials and the specification for the dwelling house shall be:

- (i) No relocatable homes other than brand new homes complying with all other aspects of this covenant shall be permitted to be moved onto the estate.
- (ii) No second-hand or substandard material shall be used.
- (iii) All roofing shall be concrete or terracotta roof tiles, approved shingles, slate or colorbond coated corrugated sheeting. Highly reflective material are not permitted.
- (iv) All external walls shall be built of clay brick or concrete bricks, brick veneer or painted or stained weatherboard or cladding. Where concrete brick is used all concrete brick surfaces shall be rendered.
- (v) The use of mirror or highly reflective glass is not permitted.

e. Floor Area

For all building sites the total minimum floor area of living and garage areas measured to the outside of all external walls (exclusive of all soffits, entry porches, breezeways and patios) shall be 120m².

f. Outbuildings

All outbuildings such as garages shall be designed to blend in with the main building in both material selections and colour, and shall not exceed 150m² in floor area.

g. Workmanship

All workmanship and construction shall be of first quality, carried out in a tradesman like manner and be in accordance with the best trade practices.

e. Fencing

Any fencing erected on road frontage shall be no higher than 1.5m and constructed of brick, timber, hedge tree, garden bed or fence of a visually appealing nature. Any variations of this condition must be made in writing to the Developer, showing photos and plan of possible fence.

f. Ongoing Maintenance after Completion

The Buyer shall at all times maintain the property and improvements thereon, including landscaping, in good and proper repair and ensure that its appearance is at all times in good order and consistent with the nature of the estate within which the property is located.



5. No Contribution towards Dividing Fence

- 5.1 The Buyer agrees that the Developer, if the Developer is the owner of the land adjoining the Land, has no obligation for the purposes of Chapter 2 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, to be liable to join in or contribute to the construction of a dividing fence between the Land and the adjoining land and that, accordingly, the Buyer has no right to serve upon the Developer a notice to fence under Chapter 2 Part 4 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.
- 5.2 So long as the Developer remains the owner of the adjoining land, the Buyer will not sell or otherwise dispose of the Land without obtaining from its buyer a Deed of Covenant in favour of the Developer agreeing to be bound by the terms of the Covenant.

FOR FURTHER INFORMATION CONTACT THE DEVELOPER

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