

**Stage 2 The Meadows**  
**Building and Related Covenants**

BUYER :

SUBJECT LAND:

- A. The Buyer acknowledges and agrees that these Covenants form part of the Special Conditions of Contract.
- B. The Buyer further acknowledges and accepts that these Covenants are in place to ensure a minimum standard of housing, landscaping and maintenance for The Meadows Estate and to protect the investment of each Buyer within The Meadows Estate.
- C. The Buyer agrees:
  - a) to be bound by the Covenants and to abide by them;
  - b) that the Covenants endure and remain binding notwithstanding the completion of the Contract between the Seller and the Buyer;
  - c) that the Buyer (which term includes the legal personal representative/s of the Buyer) will not sell, transfer or in any manner dispose of the Buyer's estate or interest in the land without first obtaining from the proposed Transferee a Deed of Covenant binding the Transferee to the Seller in the same terms as contained in these Covenants and in the same manner and to the same extent as if the Transferee had entered into the within Contract as the original Buyer;
  - d) that if the Buyer fails to obtain the aforesaid Deed of Covenant, the Buyer will remain liable to the Seller for any breach of these Covenants by the Transferee or successors in title.
- D. The Buyer's liability hereunder is discharged once the Buyer delivers to the Seller a conforming Deed of Covenant executed by the Transferee.

## COVENANTS

### 1. **Standards for Dwelling House**

- 1.1 “*Dwelling House*” for the purpose of these Covenants means a single family Dwelling House limited to two (2) stories but does not include duplexes flats, boarding houses, a lot or lots in a Community Titles Scheme or any other type of multi-tenancy building (“multi-dwelling”).
- 1.2 The Buyer must not permit a multi-dwelling to be constructed on the land unless the Seller gives prior written approval.
- 1.3 A Dwelling House must –
- a) comply with Plans and Specifications pre-approved by the Seller in writing; Refer to Building Approval Application/Schedule (Page 8)
  - b) comply with the requirements of the Local Government and the relevant Building Codes;
  - c) comply with Development Code, June 2001, or any amendment or substitution therefore;
  - d) not have less than 150m<sup>2</sup> of gross floor area for all habitable rooms (garages excluded)
  - e) have a tiled or factory processed coloured metal (colourbond) roof or such other material as the Seller may pre-approve in writing; Refer to Building Approval Application/Schedule (Page 8)
  - f) be enclosed with external walls of clay brick or cement rendered concrete block or such other material as the Seller may pre-approve in writing; Refer to Building Approval Application/Schedule (Page 8)
  - g) if the floor level is above ground level, be enclosed between the floor and the ground on all sides with matching material as described in (f) above;
  - h) have its mailbox constructed of the same material with which the external walls are constructed or with such other material as the Seller may pre-approve in writing and be aligned with the front boundary of the land; Refer to Building Approval Application/Schedule (Page 8)

- i) have external surfaces, other than brick, painted with good quality paint in neutral, conservative or tasteful shades;
- j) have its driveways concreted or paved or otherwise constructed with a material as pre-approved by the Seller in writing before occupation of the dwelling and in accordance with Local Government requirements, all preconstructed concrete footpaths to be left intact, and untouched;
- k) be completed to liveable standard within six (6) months of commencement of construction.
- l) have its colours and plans lodged with the Seller for covenant approval prior to submission to Council for building approval. Refer to Building Approval Application/Schedule (Page 8)

1.4 A Dwelling House must not -

- a) be constructed using any second-hand or sub-standard materials;
- b) contain galvanised iron, zinc or aluminium coated steel or fibro-cement sheeting externally or as roof cladding;
- c) contain plain, painted or split faced concrete blocks or wooden or similar battens to enclose the under-house area;
- d) have any electric, gas or solar hot water system or any air-conditioning unit visible from the street fronting the premises;
- e) be the same design as other neighbouring dwellings. Plans and facades will need to vary to avoid repetition in the streetscape. (Refer to Building Approval Application/Schedule (Page 8)

**2. Relocation of Existing Dwelling Forbidden**

- 2.1 The Buyer must not relocate any existing dwelling or any part thereof or any building or part thereof to the subject of the land.

**3. Garages and Sheds**

- 3.1 Garages and sheds must not be constructed forward of the street front wall of the Dwelling House.

- 3.2 Garages should ideally be attached to and form part of the Dwelling House and be constructed with the same materials and painted in the same colour as the dwelling.
- 3.3 Garages must incorporate a roller or tilted door and be enclosed on all sides.
- 3.4 Sheds including lawn lockers and the like must not be galvanised or reflective iron and must be positioned so as not to be viewed from the street fronting the premises and to comply with the Local Government requirements relating to distance from boundaries.
- 3.5 Allotments backing onto or siding James Street must be screened from the view of the public
- 3.6 The following shed sizes relate to the size of the allotment.  
3 x 3m x 2.7m shed for allotments under 700m<sup>2</sup>  
6 x 6m x 2.7m shed for allotments over 700m<sup>2</sup>  
6 x 7.5m x 2.7m shed for allotments 1000m<sup>2</sup> and over

#### **4. Fencing and Walls**

- 4.1 Fences on boundaries adjoining park land, public land, reserves, James Street or water-course easements must be 1.6 high, Banksia, weldmesh fence in powder coated Black. The fence must be erected within one (1) month of the date of practical completion of the Dwelling House.
- 4.2 Fences on the street front boundary may only be constructed with treated flat top vertical palings, clay brick, masonry blocks rendered or ARC powder coated style fencing. The street front boundary need not be fenced at the Buyer's options.
- 4.3 Other boundary fences should be 1.8m high timber CCA treated pine flat top vertical palings, clay brick or masonry blocks rendered.
- 4.4 Swimming pool fences must be constructed to comply with State and Local Government laws.
- 4.5 No retaining wall shall be constructed nor any cut or fill for such wall undertaken unless in accordance with Plans and Specifications provided by a qualified Engineer and permitted by the Local Government.
- 4.6 The Seller may, in writing, approve a variation to a fencing requirement and in such case the Buyer may construct the fence only in accordance with the written approval.

**5. Dividing Fences Act Negated**

5.1 The Buyer waives all rights otherwise vested in the Buyer by the *'Dividing Fences Act, 1953'* against the Seller for the construction, maintenance or repair of any fence or any contribution to the cost thereof and it is expressly acknowledged by the Buyer that the said Act shall have no application to the Buyer or the Seller in respect of the subject land or any adjoining land.

**6. No Temporary Accommodation**

6.1 The Buyer must not permit any caravan, tent, shed or other form of temporary accommodation to be placed or erected upon the subject land.

**7. Landscaping**

7.1 The Buyer must landscape that part of the subject land between the front of the Dwelling House and the front boundary of the land to the satisfaction of the Seller and, without limiting the generality of the foregoing, such area shall be grassed (by laying turf) and at least two (2) shade trees shall be planted all within three (3) months of the date of practical completion of the Dwelling House.

7.2 The Buyer must maintain the land in a clean and tidy condition and all building and fences erected on the land in good order and repair to the satisfaction of the Seller.

**8. No Living in Incomplete Dwelling**

8.1 The Buyer must not reside in the Dwelling House until it has been completed.

**9. Garbage Receptacles**

9.1 Garbage bins and household rubbish must be screened from any view from the street fronting the premises except on the day of rubbish collection by the Local Government.

**10. Television Antennae, Masts and Dishes**

10.1 Satellite dishes, radio masts and antennae must be located so as not to be visible from the street fronting the premises.

## **11. Reconfiguration and Change of Use Excluded**

11.1 The Buyer acknowledges that the subject land has been offered for sale as a single residential site only and as part of a planned residential Estate incorporating specific designs, layouts, roads, accesses and specified facilities and accordingly, the Buyer agrees that the Buyer will not:-

- a) apply to the Local Government or any other relevant Authority to reconfigure the lot or reduce its size or convert it to two or more lots;
- b) apply to the Local Government or any other relevant body for permission to erect a multiple dwelling or make application for approval of a material change of use to enable the registration of a Plan or a Community Titles Scheme under the *Body Corporate and Community Management Act 1997*,
- c) without the express consent in writing of the Seller first had and obtained sell, assign, surrender or in any way dispose of the subject land, whether in whole or in part, for use as a road or access to other land (including any existing or planned road or access) nor make or join with any others in making any application to the Local Government or any other Authority for material change of use of the land or for permission or authority to deal with the land for such purposes nor consent to any such application.

## **12. Change to Covenant**

12.1 The Vendor reserves the right at the request of the purchaser or at their own instigation and discretion to vary or exclude any of the obligations under this covenant provided that any variation or exclusion will be in keeping with the aims of this covenant mentioned earlier, that is to establish a high quality, modern residential estate. The Purchaser hereby absolves the Vendor from any liability whatsoever for any action taken in the variation or exclusion of this covenant.

The Vendor acknowledges that as new products are introduced to the market to substitute existing products on the market, and provided those products, in their opinion, are acceptable to the aims of this covenant may decide to approve such products at their discretion.

**13. Deed of Covenant**

13.1 The Purchaser shall not sell or transfer the land without obtaining a deed of covenant from the Purchaser or transferee in favour of the Vendor (or its successors, executors, administrators or assigns) to be bound by the agreements contained in these covenants in the same manner and to the same extent as if the Purchaser, transferee has signed this contract as purchaser. The Purchaser will be liable for any negligence or non-compliance in this regard and on receipt of such new covenant the Purchaser's obligation to the Vendor shall cease.

*I/we acknowledge that I/we have read and fully understand these Covenants.*

.....  
*Buyer*

.....  
*Date*

.....  
*Buyer*

.....  
*Date*

**THE MEADOWS – BUILDING APPROVAL  
APPLICATION/SCHEDULE**

**LOT NO** \_\_\_\_\_

**STREET ADDRESS** \_\_\_\_\_

**OWNERS DETAILS**

Owners Name \_\_\_\_\_

Owners Address \_\_\_\_\_

Contact Details Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Fax \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Email \_\_\_\_\_

**BUILDERS DETAILS**

Builders Name \_\_\_\_\_

Builders Address \_\_\_\_\_

Contact Details Phone \_\_\_\_\_ Contact Person \_\_\_\_\_

Fax \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Email \_\_\_\_\_

Who is to receive correspondence? Home Owner  Builder

**DETAILS OF YOUR HOME**

What is the Gross Floor Area of all the habitable rooms of your home?  
(Excluding Garages & Patios) \_\_\_\_\_ Square Metres

What is the Floor Area of all Patios? \_\_\_\_\_ Square Metres

What is the Total Floor Area of your home? \_\_\_\_\_ Square Metres

**ATTACHMENTS**

Have you attached the following to your Covenant Application?	Attached ✓	Attached ✓
	Front, Rear, Side Elevations <input type="checkbox"/>	Retaining Wall Designs <input type="checkbox"/>
	Site Plan <input type="checkbox"/>	Floor Plan <input type="checkbox"/>

**EXTERNAL MATERIAL/COLOURS**

All colours must be illustrated with colour sample

Wall Material \_\_\_\_\_

Roof Material \_\_\_\_\_

Fencing Materials \_\_\_\_\_

Gutter Colour \_\_\_\_\_

Driveway Materials \_\_\_\_\_

Letter Box \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

OF OWNER \ BUILDER \ AGENT (Please Circle)

If any of the check list above is not enclosed, please indicate when they will be available as incomplete information may cause delays in Covenant Approval