

Draft Covenants in expected general form and intent but may be extended or changed Will be written in legal format and attached to new title to issue.

Building

1. Will not use the property for any trading or commercial purpose, or erect any commercial signs unless the Developer agrees in writing.
2. Will complete any improvements on the property within twelve months of when the construction of such improvements commenced including completing all exterior finishing, painting and landscaping.
3. Will not erect a dwelling unit of less than 150m² floor area exclusive of any garage, carport, decking or roof overhang unless the Developer agrees in writing.
4. Will not permit to be used in buildings on the property any secondhand materials in any part of the building and no flat fibrolite, or iron or plywood may be used for the outer walls or facings of the house, unless the Developer agrees in writing.
5. Will not have on the property any temporary building other than a small builders' shed during the period of construction of buildings for no longer than 12 months and not for residential use.
6. Will not permit any caravan or motorhome to be placed upon the property that is not roadworthy or to be used for residential use for a period exceeding two months in any twelve month period.
7. Will not allow on the property for more than two months any vehicle without current registration and WOF or unfinished boat or vehicle under repair or anything else of a similar nature that is not covered and inside a permanent building.

8. Pets

9. Will not allow pigs, cockerels, bulls, rams, stallions or any un-neutered male animals or breed animals or birds on the property.
10. Will keep all animals and birds contained on the property or on a lead.
11. Will not keep any animal or bird which causes offence to neighbours.
12. Will not allow animal shelters or accommodation to be located closer than five meters to the boundary of neighbouring property unless the Developer agrees in writing.

13. Traffic, Walls, Rubbish, Fences, Bush and Road

14. Will not park or operate commercial heavy vehicles or machinery on the property or road berms.
15. Will keep the road berms, vehicle crossings, drains and plantings outside but adjacent to the property mown and in tidy operable condition.
16. Will not allow any hedge or plantations over 2 meters high or more than 1 specimen tree per 250m² of landscape area.
17. Will not allow planting to overhang adjoining walkways or boundary of the property other than through mature native bush.
18. Will not allow any rubbish to accumulate or be placed upon the property or the adjacent road berm and will keep the property mown and tidy.

19. Breaches and Remedies

20. If any of the covenants are breached by a Grantor then the Grantee or Council may demand remedy of breach; and
21. Demand that that Grantor cease immediately any activity causing the breach; and
22. Demand that the Grantor remedy the breach within seven days after written notification; and
23. If the Grantor has not remedied the breach after seven days a third party is empowered to complete any remedied works; and
24. Pay within seven days the full actual cost to remedy the breach to any third party that undertook the remedial work.
25. Clauses 19-23 are without prejudice to any other remedies the Grantee may have at law or in equity.
26. Five years after the Developer has sold all of the lots on total subdivision Development the right of the Developer to approve any dispensation of these covenants is passed jointly to the neighbouring Lot owners including Lot owners on the opposite side of any adjoining road.