



# **Building Covenant**



This Building Covenant is for the benefit and protection of residents in Hedley Park and to ensure that Hedley Park remains a high quality residential estate.

[www.hedleypark.com](http://www.hedleypark.com)



The Owner acknowledges and agrees with the Developer that the subject land is part of a large development.

The object of which is to establish a modern and well designed residential estate and it is desirable that supervision and control be exercised by the Developer for the protection and in the interest of the Owner.

In relation to the nature and type of construction to be erected in the project which includes the subject property. In recognition of the desirability of the construction of a sound, modern and attractive development, the Owner agrees with the Developer that:

1. **APPROVAL OF PLANS**

No construction or improvement or excavation shall be implemented or proceeded with unless plans of the same have been first approved in writing by the Developer (which approval shall not be unreasonably withheld).

It shall be at the absolute discretion of the Developer as to whether any such plan and/or specifications or construction shall conform to the general high standard of proposed development and whether the same shall be approved.

2. **EARTHWORKS**

No soil or gravel shall be dug or removed from any of the lots except in the way of excavating for any building to be erected thereon or for use in such building or in preparing or laying out gardens to be occupied there with.

Details of proposed earthworks must be accurately shown on building plans, together with details of appropriate erosion and siltation prevention provisions.

At no time shall earthworks or land formation cause the discharge of concentrated storm waters or siltation upon adjoining lands or watercourses.

3. **TREES**

No trees will be unnecessarily removed from the subject land. The Owner acknowledges that they will protect the trees on "Hedley Park" Estate as much as possible.



4. **BUILDING SETBACK**

Building setbacks from the frontage and side boundaries are to comply with the requirements of the Somerset Regional Council. (1.5m side boundary to guttering & 6m from front boundary to guttering) (2.1m side boundary to wall & 6.6m from front boundary to wall) *these are a guide only, check with Council.*

5. **BUILDING MATERIALS**

No house shall be erected or permitted to be erected:-

- I. From second hand materials or substandard materials;
- II. With external walls of materials other than brick, stone, rendered block , timber or hardiplank.
- III. With roofing of any other material than tiles, or any colourbond or zinalume iron.
- IV. Developer will agree to timber being the dominant feature in some designs, provided that (in the Developer's opinion) the finished product does not conflict with the Developer's obligations to all other purchasers under the covenant.
- V. Colorbond Sheds and stand alone Colorbond Garages are permitted.

6. **FLOOR AREA**

No such dwelling house shall have an internal floor area of less than:

- I. 160 square metres, such area may include any attached garage under the same roof line;
- II. 140 square metres, if the garage shall, with the approval of the Developer as provided by Clause 2 hereof, be erected as a separate structure from the same materials as the dwelling and concurrently with the erection of the dwelling.
- III. Where a dwelling is multi level, the internal floor area shall be the area classified as suitable for living by the local authority when approving plans and the floor area of the ground floor must not be less than 140 square metres.

7. **CARPORTS, VERANDAHS, EXTENSIONS, OUTBUILDINGS**

No carport, verandah or extension to a dwelling or outbuilding shall be constructed at anytime without plans and/or specifications first being approved by the Developer.



8. **GARAGES, GARDEN SHEDS AND OTHER OUTBUILDINGS AS A SOLE STRUCTURE**

The owner will not construct or move a garage or outbuilding of any type onto the land as a sole structure without first applying to and obtaining from the Developer its WRITTEN permission to do so. The Developer shall be under no obligation to approve an application for a sole structure if in its reasonable opinion the sole structure would be in conflict with its obligation to all purchasers under the Covenant.

9. **UNCOMPLETED BUILDINGS**

No building shall be left without substantial work being carried out for longer than one month. Total construction time for erection of a building shall not exceed TWELVE months.

10. **TEMPORARY STRUCTURES**

There shall not at any time be erected on or placed or allowed to remain on the said land any caravan, tent, temporary building or structure or other installation or any thing of a like nature unless they are to be used for the purpose of and in connection with the building of permanent buildings in the course of construction and ancillary to a completed house.

11. **PREVIOUSLY ERECTED BUILDINGS**

No building previously erected on other land shall be erected or placed on the said land.

12. **FENCING**

Paling wood, brick or rendered block are acceptable for front boundary's Post and wire, paling wood, are acceptable for side boundary's.

13. **DRIVEWAYS**

Must be built from the garage to the road front prior to occupying the house as a residence. Driveways to be built from pavers, concrete with and exposed aggregate, stamped or stencilled surface. (No plain Concrete)



14. **CARE AND MAINTENANCE**

No rubbish shall be allowed to accumulate or be placed upon the land hereby sold. Purchaser shall ensure that builders make approved provisions for a (industrial bin) for the tidy storage and disposal of rubbish, surplus materials and packaging.

In the event of rubbish accumulating upon the said land or of there being excessive growth of grass or if such grass becomes unsightly or in need of cutting, then the Developer, its agents, employees and workmen shall be at liberty (but shall not be obliged) to cut the said grass or remove such rubbish at any time or from time to time at the Owner's expense.

15. **SIGNS AND HOARDINGS**

No advertisement, sign or hoarding, except for real-estate & builders signs, shall be erected on any part of the land hereby sold without the prior consent in writing from the Developer.

16. **DESIGNER'S AND/OR BUILDER'S ACKNOWLEDGEMENT**

The Purchaser's designers/builders must acknowledge the contents of the covenants clauses 1 to 8 inclusive and confirm, in writing, the inclusion of and provision for the Covenant's terms and conditions in the building contract between the purchaser and the builder.

17. **SALE OR DISPOSITION**

Should the owner sell or transfer title of the property in any way then he is obliged to the Developer to obtain from the new owner a covenant in identical terms to this between the Developer and the new owner and the owner will be liable for any negligence for non-compliance on his behalf and on receipt of such new Covenant the owner's obligation to the Developer will cease.



18. **VENDORS RIGHT TO VARY OR EXCLUDE ANY COVENANT CONDITIONS**

The Developer reserves the right at the request of the Owner or at its own instigation to vary or exclude any of the obligations under the Covenant provided that such action will only be taken by it in keeping with the aims to establish a modern, well designed residential estate.

The Owner hereby absolves the Developer from any liability whatsoever for any action taken in the variation or exclusion of any Covenant.

The Developer acknowledges that new products designed as substitutes for the above materials will be marketed from time to time and provided these products, in its opinion, are not inconsistent with the aims of the community, they will be accepted.

19. **NO MERGER**

- I. The parties hereto agree that the provisions of this Covenant will not merge on the conveyance herein.
- II. Pursuant to the provisions of Section 3 of the Property Law Act 1974 to 1979 the Owner has entered into these covenants on behalf of himself, his successors in title and the person's deriving title under him and such covenants shall have effect as if such successors or other persons were expressed herein.
- III. Upon the breach of any of these covenants the Owner and/or his successors in title shall, on demand, pay to the Developer by way of liquidated damages and not by the way of penalty, the sum of \$15,000.00 and provided further that, in the event of the Owner selling the said land prior to a dwelling house being erected, the Owner will require the person to whom the said land is sold to execute a covenant in similar terms to this condition whereby liquidated damages in the sum of \$15,000.00 are payable direct to the Developer upon breach of the said covenants by the person to whom this land is sold.

20. **LAWNS AND GARDENS**

Within 2 months after practical completion of the house you will landscape between the front of the house and any road frontage with turf or gardens.



These conditions of sale are annexed to and form part of a Contract of Sale

dated        /        /

BETWEEN ROBERTS BROS HOLDINGS PTY.LTD. as Vendor (hereinafter to be called the Developer)

AND \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As purchaser/s (hereinafter together with his executors, administrators, permitted assigns or successors in title called the Owner) for

Lot \_\_\_\_\_ on Plan No \_\_\_\_\_.

.....  
Duly Authorised Signature of Vendor  
ROBERTS BROS HOLDINGS PTY.LTD  
P.O. Box 247 COOROY 4563

.....  
Purchaser

.....  
Purchaser

.....  
Witness