

ANNEXURE 'A'
SPECIAL CONDITIONS OF CONTRACT OF SALE

1. SEVERANCE

If any part of this contract is found by a court to be void or unenforceable the offending provision is to be deemed to be severed from the contract so that the remaining parts of the contract shall stand and continue to bind the parties.

2. BUILDING COVENANTS

The Buyer acknowledges that the land agreed to be sold forms part of a high quality low density residential estate and that it is in the interests of the Buyer, the Seller, Hypha Pty Ltd and the buyers of other allotments in the estate, that supervision and control be exercised by Hypha Pty Ltd (PO Box 1093, Cairns, QLD. 4870. Ph 07 40511822 Fax 07 4031 3400) to ensure that a high standard of design and construction of dwelling houses on the estate should be maintained. The buyer therefore covenants and agrees, to the intent that the benefit of the covenants shall continue following completion as follows:

- a) Any dwelling house erected on the Land will have a gross floor area of not less than 120 square metres (exclusive of patios, carports, pergolas and other outdoor living areas).
- b) Any dwelling house, or other building which is constructed with concrete masonry walls excluding masonry split block will be rendered or plastered and painted forthwith upon erection.
- c) Fences erected on or near any of the boundaries of the land adjacent to the street frontage (and where there are more than one street frontages then on the boundaries adjacent to all of the street frontages) must not be made of star pickets and wire strands, Any other type of fencing may be used. Hypha Pty Ltd may grant dispensations from this requirement but any dispensation must be in writing and signed by Hypha Pty Ltd.
- d) Any structures erected on the roof of the dwelling house or outbuildings (such as aerials, solar hot water systems, air conditioning, cooling towers or plant) shall be located so as that they will have minimal effect and/or impact on the amenity of the estate and will not unreasonably obstruct the views from neighboring allotments and the roadways.
- e) The Buyer will keep all subject land at all times in a clean and tidy state and condition, free from undergrowth, grass, noxious plants, weeds and vermin, and it is expressly agreed by the Buyer that if at any time during a period of one year after the date of completion of this contract in the reasonable opinion of Hypha Pty Ltd, the land is not kept clean as required by this Clause Hypha Pty Ltd may cause the land to be mowed and cleaned up and may recover from the Buyer the cost of doing so.
- f) If the Buyer begins to build a dwelling house on the land the Buyer will ensure that it and the associated outbuildings are completed as soon as practicable after the commencement of construction. If the Buyer excavates or caused the land to be excavated prior to commencement of construction on the land and such construction is not substantially commenced within four (4) calendar months of the excavation works having been carried out the Buyer will forthwith cause any slopes, cutting and/or batters to be stabilized and shall revegetate the land.
- g) If the dwelling house or other structures to be constructed on the land are high set, then supporting posts or poles must be of timber or other material approved by Hypha Pty Ltd. High set dwellings or other structures on steel posts are not permitted unless the underneath of the building is enclosed or screened to hide the supporting posts from view.

- h) The Buyer shall not erect or allow to be erected on the land or on the Street alignment of the land any advertising signs, placard or hoardings. If the Buyer sells or offers the land for sale the Buyer may erect or allow to be erected on the land up to two sales signs provided that they are reasonably positioned and maintained.
- i) Any dwelling or other structures erected on the land shall not contain any secondhand or substandard materials.
- j) Under no circumstances will the buyer relocate or cause to be relocated on the said land any dwellings or other structures from another site.
- k) The benefit of the covenants in this clause continue in full force and effect and will be binding on the Buyer and the buyer’s executors, administrators, successors and assigns, If the Buyer sells or leases or otherwise parts with the possession of the land to any other person, the buyer will obtain from such other person a covenant in favour of the Hypha Pty Ltd containing all of the provisions of this clause.
- l) The Buyer expressly acknowledges that the conditions of this clause are for the mutual benefit of itself and the Seller and for the benefit of other buyers of land in the estate and further acknowledges that a breach of any of the provisions of this clause will adversely affect the value and saleability of other allotments belonging to Hypha Pty Ltd in the estate, The Buyer therefore agrees to pay on demand by way of liquidated damages and not by way of a penalty sum of TEN THOUSAND DOLLARS (\$10,000.00), for any breach of any of the provisions of this Clause in addition to whatever other rights and remedies Hypha Pty Ltd may have as a consequence of such breach.
- m) Notwithstanding anything contained in these Building Covenants to the contrary Hypha Pty Ltd may grant dispensations or agree to a waiver from any of the requirements of these Building Covenants both in relation to the lot the subject of this contract and any other lot in the estate of which the subject lot forms part. No dispensation and/or waiver will be binding on Hypha Pty Ltd unless it is in writing and signed by Hypha Pty Ltd. No agent or other person has authority to bind Hypha Pty Ltd in respect of the granting of any dispensation and/or waiver.
- n) Hypha Pty Ltd has an absolute discretion as to whether or not to enforce, waive or obtain covenants from any other buyers of any other lot or lots in the estate of which the subject lot forms part.

DATED this day of 200

Seller.....Witness.....
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Buyer.....Witness.....