

The Meadows Estate

ANNEXURE B

BUILDING COVENANTS

1. IDENTIFICATION AND ACKNOWLEDGMENT

These building covenants form part of the Contract of Sale of the Land within the North Springs Estate ("the Estate") between the Buyer and the Seller named herein together with the executors, administrators, permitted assignees or successors in title of the Buyer.

The Buyer acknowledges and agrees with the Seller that the Land is part of a residential community, 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 Seller for the protection and in the interest of the Buyer in relation to the nature and type of construction to be erected in the Estate which includes the Land. In recognition of the desirability of a sound, modern and attractive development, through the area, the Buyer agrees with the Seller, to be bound by these covenants.

2. ASSIGNMENT OF COVENANT

The Buyer acknowledges that he/she will not sell, transfer or otherwise dispose of the Land without first delivering to the Seller a deed of covenant duly executed to such Buyer, transferee or disposee in favour of the Seller containing covenants in the same terms (mutatis mutandis) as are set forth in this covenant including an obligation for each future Buyer, transferee or disposee to obtain a further such deed of covenant from any subsequent Buyer, transferee or disposee.

3. DURATION OF COVENANT

This covenant shall continue until a dwelling approved by the Seller has been completed on the Land or 10 years from the date of completion of the initial purchase from the Seller, whichever is the later. Further, the Buyer and Seller agree that the provisions of this covenant will not merge on the completion of this Contract.

4. DISCLAIMER

The Seller will have due regard to the covenants set out herein but may, in its absolute discretion, grant or refuse approval, or grant approval subject to such terms and conditions as it may determine. The Buyer hereby absolves the Seller from any liability whatsoever for any action taken in the variation or exclusion of any Covenant, including a Covenant with any other Buyer in the Estate.

The requirement for approval of the Seller under this clause is in addition to and not in lieu of any requirement of a state, local government or other competent authority. Any approval granted by the Seller shall not constitute an agreement or representation as to adequacy, suitability or fitness of any plans and specifications or to the siting of the building or that the relevant state or local government or other competent authority will grant its approval, and the Buyer acknowledges that he/she has not placed any reliance on such approval.

5. **BUILDING DESIGN**

(a) Commencement on Site

No building, outbuilding, garage, shed, fencing, swimming pool, or excavation shall be commenced unless working drawings showing the design, materials for external elements of structure, walls, roofing, or such other combinations or materials have been submitted to the Seller and approved by the Seller in writing prior to application for a building permit being lodged or obtained from the Moreton Bay Regional Council ("The local authority").

The Seller may grant or refuse such approval or grant such approval subject to such conditions as the Seller may determine in its absolute discretion.

Approval required under these building covenants shall be forwarded to the Seller directly or delivered via its agent. There is no charge for this approval process and the Seller will process your plans within 5 working days of receipt by us.

(b) Use of the Land

The Land shall only be used as a site for a single private dwelling, either a single or two storey home. No duplex buildings shall be constructed on the Land nor shall the Buyer conduct any business from the dwelling save and except in cases where the dwelling forms part of a housing display village in which case the Buyer shall be permitted to promote and market the sales of homes. Nothing in this clause shall be construed so as to allow the Buyer the right to promote, market or sell vacant land.

(c) Dwellings

(i) Floor Area

Minimum Floor Area: The Minimum floor area of the dwelling shall be 160 square metres including a double garage provided the garage is integrated with the main building. [Areas NOT included in the calculation of the floor area are storage areas, areas under soffits, entry porches, breezeways, verandahs or roofed external areas.]

(ii) Design

Main Building: The design of the main building, its suitability for use on the Land, orientation, floor levels, and the use of external materials and colours are subject to approval by the Seller and are to be shown on the approved drawings.

Gables: Gables must be constructed of fibre cement sheeting (or similar materials) and be decorated with approved materials.

Outbuildings: (Garages, Sheds, Toolsheds, Playhouses, Pergolas, etc.): Design, appearance, external colours, and materials of all outbuildings shall be integrated with the design of the main building and placed behind the building line and screened from view from the front of the land. They *shall not* be constructed of galvanised iron, flat fibre cement or similar materials.

Foundation: Raw concrete, steel, or the stumping used in foundation work or supports shall be concealed from view.

Two-storey dwelling: The minimum internal ground floor living areas for a two-storey dwelling will be no less than 140m² (including double garage).

External Walls: Predominantly of brick, brick veneer, stone, or concrete block with textured render and painted finish – with secondary infill of glass and timber and/or painted composite board. Composite and timber boards may be approved at the discretion of the Seller for primary external cladding where such materials are considered by the Seller to add to the attractiveness of the dwelling eg. For Queenslander style homes. *Flat or textured composite sheeting* is not acceptable except as secondary infills.

Roofing: Roofing must be constructed to a pitch of at least 20° and shall comprise of coloured tiles, slate, shingles or corrugated colorbond and must be colour approved by the Seller and of a non-reflective material. Unpainted galvanised iron, zincalume finishes, or similar will NOT be approved as materials for any building works.

(iii) *Workmanship*

All improvements erected on the said land shall be constructed and finished in a good and workmanlike manner and in accordance with the best building practice.

No temporary dwelling, caravan, privy, tent or substandard dwelling shall be brought onto the lot/s and nor shall the Buyer live in any portion of the dwelling house prior to the completion of the dwelling. No building previously erected on other land shall be erected or placed on the said land.

(d) Fencing and Boundary Walls

Unless approved in writing by the Seller no fences or walls shall be constructed on the street alignment of the land or extend beyond the face of the building setback alignment from the front boundary.

(e) Driveways

Only one driveway will be permitted for each allotment and should not be wider than 4 metres at the street boundary of the Allotment. The driveway must be constructed prior to occupation and shall be paved for its full width (ie no 'tracks'). Approved finishes are stencilled concrete, exposed aggregate, clay pavers or plain concrete. Gravel will not be permitted.

6. FENCING

The Seller and Buyer agree that notwithstanding anything in the "Dividing Fences Act of 1953 – 1974" or any amendment thereof to the contrary, the Seller shall not be liable for or be required to contribute towards the expense of erecting or maintaining any fence between the allotment sold and any adjoining allotment.

7. **BUILDING PROCEDURES**

Approvals Required Before Commencement – General

- (a) Prior to the commencement of any building or site-works operation on the Land the Buyer shall deliver to the Seller plans and specifications of the work and such other information as may be required to enable the Seller to determine the nature of the construction and for the Seller to consider giving its approval.
- (b) The Buyer shall not submit to the local authority for that authority's approval any plans specification or such other information as may be required to obtain building approval in respect of the Buyer's proposed building operation until such time as the Buyer has received the Seller's covenant compliance certificate.

8. **BUILDING OBLIGATIONS**

- (a) (i) *Keep Clean & Tidy*

The Buyer shall keep the land in a neat and tidy condition and free of weed and rubbish before, during and after the building works; No excavation material, trees, rubbish, builders waste or other substances whatsoever shall be deposited on the allotment of their neighbouring allotments. During construction, the Buyer must ensure that they or their builder provides an enclosed rubbish container during the construction period to contain rubbish on site.

- (ii) *Improvements*

All improvements on the land shall be effected only in accordance with working drawings duly approved by the Seller in writing.

- (b) *Construction Time*

Total construction time of the main building shall not exceed 9 months from commencement of work.

- (c) *Continuity of Construction*

No building works shall be left incomplete or without substantial work being carried out for a period longer than 3 months.

- (d) *Care & Maintenance of the Land*

From the date of purchase of the land and until the building works are completed the Buyer shall :-

- * Keep the land clear of excessive weeds by slashing.
- * Maintain the land in an acceptable state and free of rubbish or garbage
- * Not dump, store, or leave on the land any spoil, building or other materials

(e) *Landscaping and Continuing Maintenance*

Within 30 days after completion of the building works, the Buyer shall (at a minimum) turf the front yard. The Buyer shall also maintain the landscaping and lawns within the land and that part of the landscaping which extends from the street alignment to the kerb line.

(f) *Parking of Vehicles*

No carbodies / Removal Trucks / Transport Trucks or caravans shall be visible from the street, to ensure an overall attractive streetscape.

9. RIGHTS OF SELLER

The Seller reserves to itself the right to vary or exclude any of the obligations of the Buyer under the above covenants. The Buyer hereby expressly acknowledges that the Seller shall not be liable to the Buyer, or any subsequent Buyer's, whatsoever for the action or lack of the Seller to enforce, vary or exclude the operation of any of the above covenants in relation to any lot in the Estate, including the subject lot.

10. PENALTY FOR BREACH OF COVENANT

(a) The Buyer and Seller agree that in the event of a breach by the Buyer of any of the provisions of this covenant, the seller shall suffer loss. Should the buyer be notified of such breach by the seller and not have rectified the breach within 30 days of receipt of notification, the Buyer hereby covenants to pay to the seller the sum equivalent to rectify such breach. Such breaches extend to the maintenance of the property as required in clause 8.

(b) Upon the breach of any of these covenants the Buyer and /or his/her successors shall, upon demand, pay to the Seller by way of liquidated damages and not by way of penalty, the sum of \$25,000.00.

Seller

Buyer

Witness

Witness