

**ANNEXURE "B"****BUILDING COVENANTS**

**PARTIES:** CECILIA BRIDGET GUNLUK, PETER DANIEL DOYLE, and PETER DANIEL DOYLE AND CECILIA BRIDGET GUNLUK AS PERSONAL REPRESENTATIVES OF THE ESTATE OF MARIE AGNES DOYLE UNDER INSTRUMENT NO. 717936049 ("Seller/Developer")

**AND:** THE PERSON REFERRED TO AS THE "BUYER" IN THE REFERENCE SCHEDULE OF THE CONTRACT ("Buyer")

**1. COMPLIANCE WITH ACCEPTABLE DEVELOPMENT STANDARDS**

The Buyer must comply with the Acceptable Development Standards unless the Developer has relaxed the Acceptable Development Standards. Prior to any works being carried out on the land or Submitting plans for Council Approval the Buyer must seek covenant approval from the Developer.

**2. RESTRICTIONS ON DWELLING HOUSE****2.1 Size of Dwelling house**

- a) The Dwelling House must be at least 14 metres wide (as viewed from Evergreen Drive) and be on one level only.
- b) It is encouraged that the Floor Area of a Dwelling House must be not less than 250 square metres.
- c) The encouraged Floor Area should be calculated including front verandahs and not including patios and side & rear verandahs; including an attached double garage constructed concurrently with the Dwelling House provided such garage is enclosed and fitted with a door and constructed of the same material as the house.

**2.2 Building Materials**

- a) It is encouraged that the external walls of a Dwelling House be constructed from:
  - (i) brick;
  - (ii) brick veneer;
  - (iii) stone; or
  - (iv) stone or brick veneer in combination with other decorative external materials (e.g. "Weathertex") provided that the design is in accordance with acceptable composite and energy efficient construction principles.
- b) Despite paragraph 2.2(a), the Developer may approve plans which provide for the dominant feature in external walls to be constructed from timber or weatherboard material of similar appearance.
- c) The roof of a Dwelling House must be constructed from concrete tiles, Colorbond or other similar quality material.
- d) A Dwelling House must not be constructed from second hand or substandard materials.

**2.3 Dwelling House Position**

- a) A Dwelling House must be situated within the designated building envelope.
- b) The Buyer acknowledges that the designated building envelope can be moved to another suitable building location subject to Council approval.
- c) Whilst this covenant 2.3(c) is not an Acceptable Development Standard, the Developer encourages careful siting of Dwelling Houses and other buildings to ensure that;

- (i) the benefits of solar access are maximized;
  - (ii) the benefits of prevailing breezes are maximized;
  - (iii) the privacy and amenity of neighbours is respected; and
  - (iv) slope and contour considerations are considered.
- d) The Dwelling House must be constructed so that the front of the house is between 10 and 20 metres from the front boundary of the Land (ie the boundary of the Land adjoining Evergreen Drive) **and** so that it is positioned in the centre of the Land (between side boundaries).

## **2.4 Roofs**

Roof pitch needs to be aesthetically pleasing and to match the style of the house design. "A" frame construction will not be acceptable unless the Developer specifically approves the plan for aesthetic reasons.

## **2.5 Water Supply**

The Estate provides a full pressure water supply system. The Council has a strict rating policy on water usage and all Buyers are advised to contact the Council to seek a full understanding on their policy.

## **2.6 On-site Wastewater Disposal Provisions**

- a) All wastewater from households is to be treated, by way of a Household Sewerage Treatment Plant (HSTP), and disposed of on each individual allotment within the building envelope area(s) unless otherwise approved by Council.
- b) The Developer understands the following treatment and disposal systems may be utilized in accordance with Council's Subordinate Local Law No. 13 and Subordinate Local Law No. 13.1 (On Site Sewerage Facilities and Operating Servicing) 2012 (as amended) subject to the provision of a satisfactory Site and Soil Evaluation:
  - a. aerated sewerage treatment plant with effluent disposal by surface irrigation;
  - b. constructed in-ground aerobic sand filter sewerage treatment system with effluent disposal by surface irrigation.
- c) The waste water treatment and disposal system will need to be designed having due regard for the Department of Local Government, Planning, Sport and Recreation Queensland Plumbing Wastewater Code and Council's Local Laws and Subordinate Local Laws referred to in covenant 2.6 (b).
- d) The Buyer has acknowledged that the Buyer will be required to supply and install an On-Site Wastewater Disposal System and pay for the supply, installation, ongoing maintenance and licensing costs. It is advisable for the Buyer to allow for a budget of supply and install of the HSTP system between \$9,900 – \$12,100 and ongoing maintenance and licensing costs of between \$90 - \$130 per quarter. Prices are subject to change without notice and are also subject to site and soil evaluation/s.

## **2.7 Driveways**

A Driveway leading from Evergreen Drive to a Dwelling House must:

- a) be constructed from concrete, pavers, asphalt, or gravel (if gravel – it must be contained using a concrete or paver edging restraint or banding); and
- b) be completed prior to occupation of the Dwelling House.

## 2.8 Swimming Pools

Above ground swimming pools must be located close to the Dwelling House and be suitably screened to reduce visibility from the road adjoining the Land and be contained within the designated building envelope.

## 2.9 Fence Construction

- a) Notwithstanding anything in the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 as amended to the contrary, the Developer will not be bound and the Buyer will not make any claim against the Seller to contribute to the construction of any dividing fences between the Lot and any adjoining lot owned by the Developer.
- b) Suggested fencing materials to be timber post and rails, and wire. No fence shall be constructed of corrugated iron, sheet, or corrugated asbestos or cement or concrete blocks. Bricks may only be used as part of an entry way to driveway. No fence shall exceed 1.5 metres (5 feet) in height above natural ground level.
- c) Fencing shall be constructed to allow for visibility between lots and not to hinder breezes.
- d) The fence shall be constructed and maintained to a standard acceptable to the Developer.
- e) The Buyer must ensure that any wire fences are appropriately tensioned.

## 2.10 Outside Clotheslines

Outside clotheslines or other clothes drying or airing structures shall be sited or screened so as to not be readily visible from the roadways and be contained within the designated building envelope.

## 2.11 Letter boxes

Letterboxes must be brick or other materials similar in appearance to the main dwelling or compatible with the design of the fence at the front of the property..

## 3. CONSTRUCTION REQUIREMENTS

### 3.1 Soil / Gravel not to be Removed

- a) Soil or gravel must not be dug or removed from the Land except for excavation for a building on the Land, for use in a building and/or preparing or laying out gardens.
- b) The Developer understands Council has a restriction on water retention (dams) structures and Buyers are advised to check with Council on their policies.

### 3.2 Incomplete Buildings

- a) Buildings must not be left without substantial work being carried out for longer than one (1) month.
- b) Total construction time for erection of a Dwelling House must not exceed nine (9) months.

## 4. RESTRICTIONS ON OTHER BUILDINGS

### 4.1 Position and appearance of other Buildings

- (a) Outbuildings or Sheds must be contained within the designated building envelope and located behind the main dwelling. The design, appearance and external colour and material of the outbuildings must be constructed:
  - using similar colours to the main dwelling; and
  - where the same external material as the main dwelling is not used, other non-reflective materials e.g. Colorbond shall be used.

- of a similar colour to the main dwelling. Outbuildings of 20 square metres or less may be constructed of any other materials providing they are compatible colours, design and material with the main dwelling.

- (b) Any such outbuilding or shed must not exceed 150m<sup>2</sup> unless written approval has been obtained from the Developer.

#### **4.2 Temporary Structures**

Temporary structures must not be constructed or erected on the Land except in connection with construction of a Dwelling House and must be contained within the designated building envelope.

#### **4.3 No Occupation**

The Buyer must not, and must not permit, Garden Sheds, Outbuildings or temporary structures to be occupied as living areas.

### **5. ENVIRONMENTAL REQUIREMENTS**

#### **5.1 Planting of Trees and Landscaping**

- a) The Buyer is aware and accepts that the Developer may at any time before or after the main development work has been completed, plant trees or landscape the area between the front property alignments and the roadway throughout the estate.

- b) It is encouraged that species of plants used by the Buyer to be Australian Natives.

#### **5.2 Nature Strip**

The Buyer must maintain in a neat and tidy condition the Nature Strip Area, the Land and the adjoining Road.

### **6. CARE AND MAINTENANCE**

#### **6.1 Rubbish**

- a) Rubbish must not be allowed to accumulate or be placed upon the Land.
- b) If the Buyer does not comply with covenant 6.1a), the Developer may remove rubbish from the Land at the Cost of the Buyer.

#### **6.2 Lawns**

- a) Lawns must be kept mown, and in a neat and tidy condition.
- b) The lawns / grass on vacant land that is not in process of dwelling construction must be kept mown, and in a neat and tidy condition
- c) If the Buyer does not comply with covenants 6.2a) and 6.2b), the Developer may perform the necessary work on the Land at the cost of the Buyer.

### **7. SIGNAGE**

- a) During the Developer's Marketing Period advertising, signs or hoardings must not be erected on the Land without the consent in writing of the Developer.
- b) Following expiry of the Developer's Marketing Period a single sign with a surface area of 1sqm or less will be permitted. Any other advertising, sign or hoarding must not be erected on the Land without consent in writing of the Developer.

- c) The Developer may remove any advertising, sign or hoarding erected otherwise than in accordance with this covenant 7.

**8. COMMERCIAL VEHICLES AND BULK FUEL**

Commercial vehicles, trucks, buses, caravans, boats etc shall not be parked on Evergreen Drive or stored on the Land unless contained within a carport or garage screened from public view.

No Bulk Fuel is to be stored on the Land and no bulk or unregistered vehicles are to be parked, stored or used on the Land without prior permission from the Developer, other than machines used for normal maintenance of the property.

**9. DEVELOPERS RIGHT TO VARY / EXCLUDE COVENANT CONDITIONS**

The Developer may vary or exclude any of the obligations under any covenant similar to these Covenants. If the Developer does vary or exclude a covenant, the Buyer cannot make a claim against the Developer.

**10. DEVELOPER NOT REQUIRED TO ENFORCE COVENANTS AGAINST OTHER BUYERS**

The Developer has not promised to enforce, and the buyer cannot require the Developer to enforce, any covenants similar to these Covenants against any other buyer.

**11. NO RIGHTS TO THIRD PARTIES**

The Buyer acknowledges that these Covenants are not intended to create any legal duty enforceable by a third party perusal to section 55 of the *Property Law Act 1974*.

**12. HERITAGE BLOCKS**

These Building Covenants shall not apply to those blocks where Original Houses are located.

**13. DEED OF COVENANT UPON SALE**

- a) The Buyer must not sell, transfer, or otherwise dispose of its interest in the Land without first delivering to the Developer a Deed of Covenant, executed by the transferee in favour of the Developer on the same terms and conditions as these Covenants (including this clause).
- b) If the Buyer defaults under covenant 13a) the Buyer must pay \$10,000.00 to the Developer on demand by way of liquidated damages. The Developer's entitlement to liquidation damages is in addition to but not in substitution for any other rights, powers and remedies granted to the Developer under the contract or otherwise at law.

**14. DICTIONARY**

Unless the context otherwise requires, in these Building Covenants the following words shall have the following meanings:

**"Developer"** means: **CECILIA BRIDGET GUNLUK, PETER DANIEL DOYLE, and PETER DANIEL DOYLE AND CECILIA BRIDGET GUNLUK AS PERSONAL REPRESENTATIVES OF THE ESTATE OF MARIE AGNES DOYLE UNDER INSTRUMENT NO. 717936049** of PO Box 32, Greenslopes Qld 4120.

**"Acceptable Development Standards"** means the standards set out in covenants 2 to 13.

**"Council"** means the Logan City Council

**"Developer Marketing Period"** means the period ending 12 months following the sale by the Developer of the last lot in the relevant stage of which the lot forms part.

**"Dwelling House"** means a house constructed for residential purposes.

**"Evergreen Drive"** means Evergreen Drive, Stockleigh, Queensland 4280

**“Fence plans”** means plans detailing the type and size of fencing to be erected on the Land.

**“Garden Shed”** means a lawn locker or metal garden shed.

**“Land”** means the lot in the Evergreen Since 1872 Estate being purchased by the Buyer.

**“Original Houses”** means those houses constructed prior to 22 December 2014 (including any house that was located on a lot within the Evergreen Since 1872 Estate prior to this date and relocated to another lot within the Evergreen Since 1872 Estate).

**“Outbuilding”** means any structure, other than a Garden Shed or Dwelling House.