

**ANNEXURE "B"**  
**BUILDING COVENANTS OF CREEK'S EDGE MORAYFIELD**  
**DEED POLL**

**SELLER:** Fingal Head Pty Ltd ACN 604 373 462

**BUYER:** \_\_\_\_\_

**LAND:** Lot \_\_\_\_\_

**SUBDIVISION:** "Creek's Edge Morayfield" Graham Road, Morayfield

By this Deed Poll the Buyer Agrees with the Seller:

1. Despite any requirement at law, the Buyer will not require the Seller to join in or contribute towards the construction or repair of any dividing fence relating to the Land.
2. It is in the interest of the Buyer and all other buyers of land from the Seller in the Subdivision, of which the Land forms part, for the Seller to regulate the nature and type of construction in the Subdivision.
3. To the extent permitted by law:
  - 3.1 the Buyer accordingly agrees with the Seller that it must not:
    - (a) place on the Land any removal homes or other improvements that have previously been erected or attached to other Land;
    - (b) use in the construction of any improvement on the Land:
      - (i) any second hand or substandard building material; or
      - (ii) timber chamfer or weatherboard, fibre cement planking or sheeting, or colorbond or zincalume steel sheeting as the predominant wall sheeting to the exterior walls. Any use of these materials should be limited to feature wall panels, roof gables, etc.
    - (I) use, in the construction of any improvement on the Land, roofing materials other than concrete, steel or terra cotta tiles, zincalume or colorbond steel sheeting;
    - (II) place any caravan, mobile home or other temporary structures on the Land for residential purposes (whether with or without the existence of a main building on the Land);
    - (III) allow fences on any boundary to be constructed of or incorporate mesh or netting of any type or to be constructed of colorbond or sheeted steel of any kind;
    - (IV) in the case of Lots 113, 213, 216-224, 307-313 and 501-505, require the neighbour at the rear of the Lot to contribute to a dividing fence on that boundary;
    - (V) allow any fences erected on the street alignment boundary or side boundaries to a point 4.8 metres from any street alignment boundary to exceed 1.2 metres in height; or;

- (VI) permit any:
- (i) caravan;
  - (ii) truck exceeding 2 tones GVM, prime mover or articulated vehicle
  - (iii) boat;
  - (iv) trailer; or
  - (v) storage container or similar,
- (collectively referred to as “restricted items”) to be parked either adjacent to the Land or on the street fronting the Land.

2.2 the Buyer must:

- (a) keep the Land clean, tidy and free of rubbish. If the Buyer fails to do so, the Seller may (but is not obliged to) enter the Land with workmen to cut the grass or remove any rubbish at any time at the cost of the Buyer and recover the cost from the Buyer as a liquidated debt;
- (b) ensure that construction of any dwelling on the Land is completed within 6 months of its builder commencing site preparation for foundations.
- (c) ensure that any rainwater tank or tanks be either placed underground or alternatively be effectively screened with timber or brick screening or vegetation so that they are not visible from any vantage point on the roadway fronting the Land;
- (d) ensure that the Land is fully landscaped with grass, trees and gardens within 9 months of the dwelling constructed on the Land reaching “lock up” stage.
- (e) ensure that any garden sheds or storage sheds are effectively screened so as to limit their visibility from the street frontage of the Land;
- (f) ensure that all driveways are constructed only of concrete or brick pavers, exposed aggregate concrete, coloured concrete or stencil crete;
- (g) ensure that any clotheslines, hot water systems, gas or oil tanks, water softening systems, air conditioning units, wheelie bin storage areas and rain water tanks of 300 litres or more are positioned and/or effectively screened so that they are not visible from the street frontage of the Land;
- (h) ensure that any car accommodation, garage, shed or other outbuilding not attached to the dwelling is built behind the building line of dwelling and is constructed of the same or similar materials and in the predominant colour scheme of the dwelling;
- (i) ensure that any dwelling on the Land has exterior walls constructed predominantly of face brick, bagged or rendered brick;
- (j) ensure that any dwelling house erected on the Land has a minimum front elevation (when viewed from the street) of 70% of the street frontage;
- (k) ensure the roof of the dwelling is constructed with a pitch of at least 20 degrees; and
- (l) ensure that any solar panels installed on the roof are flat to the roofline and do not protrude above the roof line at an angle; and

- (m) ensure that the dwelling has a minimum area (including lock up garage/s but excluding outdoor paved areas which are not part of the roofed area of the dwelling) of 170m2.
- 4. Where the Buyer may wish to deviate from any of the conditions of this Deed, prior written consent of the Seller is required, and the Seller may require copies of plans and/or specifications for the proposed structure before considering the request.
- 5. The Buyer must not sell, transfer or otherwise dispose of the Land without obtaining from the new owner a Deed in favour of the Seller in the same terms as this Deed to bind the new owner as if it was a party to this Deed. The Seller is not obliged to comply with such requests.
- 6. The Buyer and The Seller acknowledge and agree that it is not their intention by this Deed to create any legal duty enforceable by a third party pursuant to Section 55 of the Property Law Act 1972.
- 7. The Seller may, but is not required to, enforce these Building Covenants to the fullest extent permitted by law.
- 8. The Buyer acknowledges that the Seller may vary, relax or waive compliance with any of these Building Covenants (or any other covenant made in relation to land in the Estate) for any other buyer of land in the Estate. If the Seller does any of these things, the Buyer must not object or claim against the Seller.
- 9. The Buyer indemnifies the Seller against any claim, cost or expense relating to the Buyer's breach under this Deed.
- 10. If any part of these Building Covenants is invalid or unenforceable for any reason, that part is severed from this Deed and the remaining parts will continue to apply.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

Signed by **FINGAL HEAD PTY LTD** )  
**ACN 604 373 462** )  
as Seller by its Attorney Warren Boston ) \_\_\_\_\_  
in the presence of

\_\_\_\_\_  
Independent Witness

Signed by \_\_\_\_\_ )  
**ACN** \_\_\_\_\_ )  
as Buyer in accordance with ) \_\_\_\_\_  
Section 127 of the Corporations Act )

Signed by \_\_\_\_\_ )  
as Buyer in the presence of: ) \_\_\_\_\_

\_\_\_\_\_  
Independent Witness