

Woodlands

Annexure B – Building Covenants

1. Transfer of Building Guidelines Obligations to Future Buyers

Should the Buyer resell the Lot, the Buyer must obtain a covenant in favour of the Seller and on the same terms as this Annexure from the incoming buyer.

2. Lot Maintenance

At all times including prior to, during and after construction, the Buyer shall ensure that its Lot is well maintained, mown and kept clear of excessive weeds and rubbish. The Buyer shall further ensure that its builder and sub-contractors do not dump any rubbish on adjoining land or within the Woodlands estate.

3. Temporary Structures

No temporary or relocatable buildings or structures may be erected or located on the Lot. The Lot shall not be used for residential purposes until a Dwelling House has been completed in accordance with the provisions of this Annexure. No caravan or mobile home shall be used on or about the Lot for residential purposes whether with or without the existence of Dwelling House upon the Lot.

4. Residential Use

No building other than a Dwelling House and assorted ancillary structures shall be erected on the Lot. No business, industry or commercial undertaking of any kind shall be conducted on the Lot without the written consent of Ipswich City Council (if required).

5. Minimum Floor Area

All single storey houses shall have a minimum internal floor area of 180 square metres inclusive of a double garage.

All double storey houses shall have a minimum internal floor area of 210 square metres inclusive of a double garage.

6. Garages and Setbacks

All dwellings must be provided with minimum of two uncover carparking spaces and therefore no single garages are permitted.

The front of the garage door must be set back 5.5 meters from the front title boundary of the Lot and all setbacks must be in accordance with Council's Standard building envelope plan, copy contained herein. Setbacks are measured to the face of the wall. Eaves and balconies are permitted to project into the setbacks subject to council requirements.

7. Building Design and Materials

Building materials and colours will have a significant impact on the quality of the visual amenity of the development and therefore need to be considered carefully.

Buildings should address the street frontage by having some bedroom or living room windows facing the street. Car accommodation is to be designed to be integrated with the house design using the same materials and building as for the Dwelling House.

A diversity of quality house design that reflects contemporary architecture is encouraged. A combination of face brick, rendered brick/block, external cladding materials is preferred.

External cladding for house designs on sloping lots involving suspended floor construction, including pole houses, should be predominantly lightweight materials, but must provide perimeter cladding or appropriate landscaping to all areas from floor levels to finish ground level so that posts are not visually exposed. All external cladding materials must have a painted or rendered finish.

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8. Roofing

The roof of your home is the largest surface area exposed to the sun throughout the whole day. Choosing a light colour that will reflect the heat will reduce the amount of heat entering your home.

20.1 Roof Form

Roofs must be articulated by either:

- i. Pitched roofs (hip or gable) at minimum of 22.5 degrees
- ii. Modern skillion roofs at minimum 10 degrees
- iii. Flat or parapet roofs are not allowed, unless they are a minor element in the façade composition.
- iv. Mandatory requirements for eaves of at least 450mm to all facades, to make up at least 75% of the total wall length. For modern skillion roofs, the above requirement can be met by hoods and awnings over openings.

20.2 Acceptable materials

- i. Colourbond roof sheeting
- ii. Concrete or clay roof tiles.
- iii. Galvanised or zinc roof sheeting is not allowed.

9. Fencing

Notwithstanding anything in the Dividing Fences Act 1953 to the contrary the Seller shall not be bound and Buyer shall not make any claim against the Seller to contribute to the construction of any dividing fences between the Lot and any adjoining land owned by the Seller.

The Buyer shall not interfere with, damage, remove or obscure in anyway any fence(s) which the Seller has constructed and the Buyer shall cause such fence(s) to be maintained in good repair.

The Buyer shall construct fencing along all boundaries between the Lot and any adjoining land prior to occupation of the Dwelling House and such fencing shall be constructed in timber, brick, colourbond, rendered masonry or other materials that match or complement the design and materials of the Dwelling House and shall not exceed 1.80 m in height above natural ground level. The fence along the front boundary may have a maximum of two access gates, to be constructed of the same material as the rest of the fence.

10. Driveways

A maximum of one driveway per Lot is permitted. The driveway is to be constructed as a coloured concrete, exposed aggregate concrete or paved vehicular driveway between the roadway immediately in front of the Lot and the garage forming part of the Dwelling House.

Driveways shall be constructed to Ipswich City Council standards. Driveways with any split, separation or truncation are not permitted.

Driveways must be completed prior to occupation of the home.

Any damage to the kerb and channel, footpath or any other public assets shall be rectified or replaced immediately.

11. Landscaping

Buyers are required to provide landscaping to the front of their properties prior to dwelling occupation.

The use of locally native or indigenous species is encouraged as these plants are best suited to local environment and are more likely to grow faster, look more healthy and require less ongoing maintenance. Using local species is also good for local wildlife and to enhance the Woodlands estate.

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12. Letter boxes

Letterboxes to be located as required by Australia Post. No timber post letter boxes are permitted. Letterboxes are to be rendered masonry- or high quality proprietary letterboxes.

13. Signs and Hoardings

If a Dwelling House has not been constructed on the Lot, no advertisement, sign or hoarding of a commercial nature, shall be erected on the Lot without the prior consent in writing of the Seller. If a Dwelling House has been constructed on the Lot, no advertisement, sign or hoarding of a commercial nature shall be erected on the Lot without the prior consent in writing of the Seller except one sign not over one metre square advertising the Lot for sale or a sign displayed by a builder. The Buyer irrevocably authorises the Seller and persons authorised by the Seller to enter upon the Lot to remove there from any advertisement, hoarding or sign erected on the Lot in contravention of this clause. Notwithstanding the above, all signs must comply with Ipswich City Council standards.

14. Swimming Pool

Any filtration system and other plant and equipment related to a swimming pool and/or spa bath is to be encased within a structure made of the same materials (and be the same colour) as the Dwelling House. The Equipment shall be located so that it cannot be seen from the exterior of the Lot and the structure is integrated with and forms part of the Dwelling House.

15. Boat, Caravans & Trailers

Any boat, trailer or caravan stored or parked on the Lot (if the same is not housed in a garage or outbuilding) shall be stored or parked at the rear of the Dwelling House or shall be screened so that the same is not visible from outside the Lot.

16. Authority

If the Buyer defaults under this Annexure the Buyer irrevocably authorises the Seller or its agents (without prejudice to the Seller's other rights remedies and powers) to:

- i. Enter upon the Lot and remove any structure, article or animal contravening this Annexure;
- ii. Perform such work on the Lot that is necessary to comply with this Annexure; and
- iii. Obtain a mandatory injunction to compel the Buyer to comply with its obligations under this annexure (which injunction the buyer consents to),

in each case as determined by the Seller in its discretion acting reasonably.

The Buyer indemnifies the Seller against any claims or costs incurred or payable by it in connection with the Seller's exercise of its rights under this provision, including, the costs of storage and disposal and all legal costs (calculated on a solicitor and own client basis). The Buyer shall pay the Seller interest at the Default Interest Rate per annum simple interest calculated daily on all costs incurred by the Seller under this provision for so long as they shall remain outstanding.

17. Damage to the Estate

If the Buyer or any of the Buyer's builder, employees, agents or independent contractors cause damage to the Estate, including damage to any infrastructure, services, utilities, structures or landscaping within the Estate, the Buyer shall forthwith repair the damage.

Where the damage is irreparable the Buyer shall forthwith replace the damaged item. If the Buyer defaults in its obligations under this paragraph, the Seller may repair the damage or replace the damaged item as the Seller thinks fit and the Buyer shall pay to the Seller on demand the cost incurred or payable by the Seller for the repair or replacement of any damage to the Estate.

18. No merger

The parties acknowledge and agree that their respective rights and obligations under this Annexure do not merge with and will not be adversely affected by completion of the sale under the contract or completion of construction of the Dwelling House