

**COVENANT MANUAL  
MORETON CREST ESTATE  
BUILDING COVENANT**

The Buyer acknowledges that the subject land is part of a large development the principal object of which is to establish a high class, modern and well designed residential area which would benefit the subject land by increasing its market value and further acknowledges and agrees that the Seller, in furtherance of this objective, should exercise supervision and control of the development ensuring aesthetic qualities are maintained in relation to the use of the land and in particular the type and quality of construction of buildings and fences in the development and accordingly the Buyer declares, agrees and covenants with the Seller as follows:-

- A. **UNDERTAKING.** The Buyer hereby undertakes that the buyer will only construct improvements upon the subject land after first obtaining the Council's approval and strictly in accordance with the conditions and requirements of this Building Covenant and the construction of such improvements shall be carried out only by a registered builder.
- B. **DWELLING MATERIALS AND SIZE.** Further without limiting the generality of the foregoing the Buyer shall not erect on the subject property any dwelling which does not comply with the following requirements;
- i. The Buyer shall not erect on the subject property any dwelling with a total floor area is less that 167 square metres (18 squares). In calculating such floor area, the down stairs area on two storey homes and attached carports shall be included at half of the measured area thereof. The areas of porches, patios, and covered verandas shall not be included in calculating the floor plan area.
  - ii. The dwelling shall be constructed with external elevations measured between ground level and the eaves having a minimum of 85% of the total area in clay brick or masonry block (calculations of area of brick or block to exclude the areas of windows, doors and other openings.) Where masonry block is used, the blocks must be coloured or painted.
  - iii. The exterior of the building shall not contain any asbestos cladding, fibrolite sheeting or hardiplank and the dwelling shall be built in a substantial and workmanlike manner and all materials to be used in construction shall be new and of the best quality of their respective kinds, however, the Seller may approve the use of materials mentioned in (B iii) if in its opinion, application of those materials enhances the architectural merit of the dwelling.
  - iv. Further without limiting the generality of the foregoing the Buyer shall use only good quality concrete or terracotta tiles or colourbond in the covering of any roof and shall not use any other roof covering material.

The Buyer acknowledges the substantial damage that would be suffered by the Seller for any breach by the Buyer of the terms hereof and the difficulty of proving special damages and that a genuine pre-estimate of the damage has been made and,

accordingly, the Buyer agrees to pay the Seller for any breach of the terms of this clause herein as and by the way of liquidated damages and not by way of penalty, the sum of \$5,000 provided however that if the Seller shall claim to have sustained any more damages the Seller shall be entitled to sue for the same.

- C. **RETAINING WALLS AND FENCES.** The Buyer shall not erect any retaining wall or cut back the soil closer than 0.7 metres from the boundary of land owned by the Seller without first obtaining approval in writing from the Seller. Without limiting the generality of the foregoing the Buyer shall not erect nor maintain on the subject land, side or rear fences or hedges in lieu of fences more than 1.8 metres high nor any side fences in front of the house or front fences or hedges in lieu of fences more than 1 metre high. If a fence is to be built on a retaining wall and the bottom of the retaining wall to the top of the fence is greater than 1.8m, Council approval must be obtained for the construction of the wall and fence. No fences shall be constructed of wired mesh, chain mesh or mesh and pipes. The Buyer acknowledges the Seller will not in any event approve of a fence constructed wholly or partly of concrete blocks unless the same shall be painted or coloured; Notwithstanding anything in 'The Dividing Fences Act of 1953' or any amendment thereof to the contrary contained the Seller shall not be liable to or required at anytime by the Buyer his executors administrations or assigns to join in or contribute towards the expenses of maintaining or erecting any fence or fences erected or to be erected or for fencing any of the dividing lines between the lands sold and any land unsold or held by the Seller. The Buyer acknowledges the substantial damage that would be suffered by the Seller for any breach by the Buyer of the terms hereof and the difficulty of proving special damages and that a genuine pre-estimate of the damage has been made and, accordingly, the Buyer agrees to pay the Seller for any breach of the terms of this clause herein as and by the way of liquidated damages and not by way of penalty, the sum of \$5,000 provided however that if the Seller shall claim to have sustained any more damages the Seller shall be entitled to sue for the same.
- D. **GARDEN SHEDS, GARAGES AND CARPORTS.** The Buyer shall not erect any freestanding building in addition to the dwelling house without first obtaining the Council's approval in writing, provided such structure shall be constructed of colourbond material and shall not exceed a total floor area of 10 square metres and be located behind the dwelling. The Buyer shall not erect any freestanding garage or carport without first obtaining the Council's approval in writing and provided the materials used in the construction of the garage or carport are similar to the materials used in the construction of the dwelling house. Any freestanding garage or carport must be built behind the dwelling or at least 12 metres from the front or road side of the Lot and must not exceed 6 metres by 6 metres in size.
- E. **INSPECTION HOLES.** The Buyer will not cover up the cap of any inspection holes (if any) located on the Lot. If the Buyer wishes to raise the inspection hole they are required to contact Ipswich City Council.
- F. **TURFING.** The Buyer shall within 120 days of the completion of the dwelling lay turf from the front of the dwelling covering the full width of the

Lot to the road curb, excluding any garden areas and/or driveway. The Buyer acknowledges the substantial damage that would be suffered by the Seller in the appearance of the Estate by the failure of the Buyer to comply with the terms hereof and the difficulty of proving special damages and that a genuine pre-estimate of the damage has been made and, accordingly, the Buyer agrees to pay the Seller for any breach of the terms of this clause herein as and by the way of liquidated damages and not by way of penalty, the sum of \$2,000 provided however that if the Seller shall claim to have sustained any more damages the Seller shall be entitled to sue for the same.

- G. **SIGNS AND BILLBOARDS.** No sign, billboard or advertisement of any kind shall be displayed on the lot or any building constructed on the lot without first obtaining the Seller's written consent. A builder's sign (as requested by BSA) may only be erected after the Lot has been cut and must be removed on completion of the house construction. In the event that a sign, billboard or advertisement of any kind is placed upon the lot in contravention of this covenant the Seller or its servants or agents shall be entitled to remove same and the Buyer grants to the Seller an irrevocable license to enter upon the land for this purpose.
- H. **MAINTAINENCE OF LAND.** The Buyer shall not accumulate or allow to be accumulated upon the land or adjoining land any building materials or rubbish. If the Buyer allows any such accumulation or allows the grass on the land to grow over 300 centimetres then the Seller, its agents employees and workmen shall be at liberty (but shall not be obliged) to remove any rubbish or cut the grass at the expense of the Buyer. During construction of any improvements, the Buyer shall ensure that the builder engaged shall comply with this requirement and that the builder does not place any building materials, rubbish or vehicles on adjoining lots. The Buyer is responsible for any costs of repairing damage to the footpath or adjoining lot damaged by the builder.
- I. **RE-SALE.** The Buyer will not at any time sell the subject property without having obtained from the sub-Buyer, in favour of the Seller written acknowledgments, agreements and covenants in the terms hereof. The Buyer acknowledges the substantial damage that would be suffered by the Seller for any breach by the Buyer of the terms hereof and the difficulty of proving special damage and that a genuine pre-estimate of the damage has been made and, accordingly, the Buyer agrees to pay the Seller for any breach of the terms of this clause herein as and by the way of liquidated damages and not by way of penalty, the sum of \$10,000 provided however that if the Seller shall claim to have sustained any more damages the Seller shall be entitled to sue for the same.
- J. **SELLERS RIGHT OF RECTIFICATION AND/OR REMOVAL.** In relation to any breach of the terms hereof capable of being rectified the Buyer grants to the Seller an irrevocable license to enter upon the subject property and or do any act, perform any building work, remove any building construction or other improvements, fences, hedges or materials, objects whatsoever and to otherwise act, if necessary using the name of and for and on behalf of the

Buyer with a view to remedying any such breach and the Buyer shall pay to the Seller without limiting the right to the Seller to claim other damages sustained by it by reason of such breach, any monies paid by the Seller in or towards such breach.

- K. **SELLERS RIGHTS TO COSTS.** In the event that the Buyer constructs any improvement which is not in accordance with the conditions and requirements of this Building Covenant, then the Buyer expressly agrees and acknowledges that in addition to any other rights conferred upon the Seller by this agreement or at law, the Seller shall be entitled to obtain against the Buyer a mandatory injunction of the removal of any structure or part of a structure which is not in accordance with this Building Covenants. Any costs incurred by the Seller, including legal costs, in obtaining such relief and in removing such structure or structures shall be paid by the Buyer to the Seller upon demand and shall be recoverable by the Seller as a liquidated debt.
- L. **INTERPRETATION.** Wherever the word Seller appears herein it shall mean "Moreton Crest Developments Pty Ltd" or any assignee or successor in title from it. Where the word Buyer appears herein it shall mean the Buyer named in the contract whereof these Moreton Crest Estate covenants form part and any assignee or successor in title from the Buyer or from any sub-Buyer. To such extent as the Buyer may lawfully do, the Buyer enters into this contract with the intention of binding the subject property and successive owners thereof.
- M. **SELLERS RIGHT TO WAIVER.** The Seller reserves to itself and those deriving title under it the rights to sell lease or other deal with any lots unsold at the date of the agreement either subject to or free from all or any of the stipulations, provisions, obligations or restrictions imposed herein and also as to any lot sold at the date of the agreement and to release, waive or modify either wholly or in part all or any such stipulations, provisions, obligations or restrictions. The exercise of the said right in relation to any lot or lots shall not release the Buyer from any stipulation, provision, obligation or restriction imposed herein an the Buyer or any other person or company shall have no claim whatsoever against the Seller arising directly or indirectly from the release, waiver or modification of any of the stipulations, provisions, obligations or restrictions, affecting or imposed upon any other such lot.

MORETON CREST DEVELOPMENTS PTY LTD (Seller)

BUYER/S