



COVENANT CONDITIONS

INTRODUCING...

HOLMVIEW

City convenience without city living

Surrounded by native bush land and affording views over Beenleigh, Holmview is the new residential community that's offering the best of both worlds...

Situated in Logan City, one of the fastest growing regions in Australia, **Holmview** lies only 30 minutes south of Brisbane's CBD and within a stone's throw of the Pacific and Logan Motorways. **Horizon** borders on Vale at Holmview—a Stockland master-planned estate boasting a one-hectare parkland with BBQ areas, an adventure playground and a community amphitheater.

For local shopping and dining, **Horizon** residents need only take a short drive to find Holmview Central Shopping Centre, the Logan Hyperdome and Westfield Garden City. For schools and early learning centres, look no further than Canterbury College, Edens Landing State School, Bethania Early Education & Preschool and The Boulevard Early Learning Centre. And for public transport, the Brisbane and Gold Coast train lines are only a hop, skip and a jump away.

Offering all the city convenience but without the city living, **Horizon** at Holmview is where smart investors are looking to buy next.






THE APPROVAL PROCESS

The Buyer acknowledges that: (I) the land is situated in, and forms part of a larger residential estate ("the estate"); (II) it is desirable that supervision and some control be exercised by the Seller to ensure that a sufficiently high standard of design and construction of dwelling house be maintained in the estate; and (III) the estate should be developed in a manner which will be aesthetically pleasing.

The Buyer covenants and agrees with the Seller the following covenants which shall accrue to the benefit of the Seller and other land owners in the estate and continue to do so after the date of completion of this contract.

The Buyer shall ensure any dwelling house constructed on the land shall be as per the guidelines of this covenant.

Prior to submission to Council or any approved certifier for building approval and prior to commencement of construction of any improvements or the carrying out of any works on the land, plans and specifications including details of materials to be used for all proposed building work and operational works, complete in all respects (the plans), must be submitted to the Seller for the Seller's written approval.

The Buyer must submit to the seller for approval:

- Ground Floor Plan
- First Floor Plan
- Site Plan
- Elevations (Front, Sides and Rear)
- Materials and colour selections
- Landscape Plan

The Seller may approve or refuse to approve or approve with amendments the plans in the Seller's sole discretion. The Buyer will not submit to Council or any approval certifier the plans until such time as the Buyer has received the Seller's approval in writing.

Please address all plans to:

Meco Developments

PO Box 726

Paradise Point QLD 4216

07 5626 9090

mecodevelopments@outlook.com

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CONDITIONS

1.0 SITING AND SETBACKS

1.1 SINGLE DWELLING

The Buyer will not without written consent of the Seller, further subdivide the land or apply to subdivide the land, erect or permit it to be erected on the land any dwelling house other than a single unit dwelling house. Dual occupancy or duplex dwellings are not permitted without the prior written approval of the seller.

1.2 SETBACKS

All dwellings must be as per Approved Council Building Envelope Plan.

1.3 GARAGE

The garage must be set back at least 1 metre behind the main building line.

1.4 SITE COVERAGE

Maximum site coverage is 60% with at least 20% of the site not covered by impervious surfaces.

2.0 EXTERIOR FINISH

2.1 MATERIALS AND COLOURS

It is recommended that street facing external walls primarily consist of a smooth finish render along with a simple palette of natural textures, materials and colour. A feature colour and material is recommended for the façade of your home to help enhance the overall street appearance. Applications will be considered on architectural merit so all dwellings are in keeping with the natural estate environment. Some examples of this are shown below:



2.1.1 ARTICULATION

Street fronting walls must be no more than eight (8) metres long without a perpendicular step of at least 500mm to avoid the appearance of a long featureless wall.

2.1.2 ROOF

A dwelling house must have a tiled or Colorbond roof, or other similar non-reflective material as approved by the Seller.

It is recommend that the roof pitch be a minimum of 25 degrees, except where a skillion type roof has been implemented into the design. Lower pitch roofs will be considered on architectural merit. Eaves are to be a minimum of 450mm except where either the wall is not built to boundary or where the setback to the wall is less than 450mm.

2.1.3 GARAGE DOOR

The garage door must be of contemporary design, with horizontal patterned panels and the like.

2.1.4 SECOND-HAND MATERIALS

No secondhand materials may be used in the construction of any dwelling.

2.2 CORNER ALLOTMENTS

Dwellings on corner Lots must be designed to incorporate feature elements that address both street frontages. This may be with the appropriate use of windows, porticos and articulation to the walls or roof. Blank walls facing the streets are not permitted. *For corner allotment fencing see guideline 71 (Corner Allotment Fencing).*

3.0 VEHICLE ACCOMMODATION

For any Lot that has frontages greater than 12.5 metres wide, a dwelling house must incorporate, as a minimum, a double lock up garage, front door and windowed habitable room (i.e. living room, dining room, bedroom or balcony) that faces the street frontage. Carports or other similar structures are not permitted.

4.0 ANCILLARY BUILDING & STRUCTURES

Any shed or structure built separate from the main dwelling building shall be of a consistent colour to the dwelling and not greater in size than 3m x 3m. The shed or structure must not be visible from the street/road.

5.0 DRIVEWAY

All driveways must either be exposed aggregate, stamped, stenciled or coloured concrete. Under no circumstances will plain concrete, bitumen, asphalt or car tracks be permitted.

6.0 LETTERBOX

Letterboxes should be made of materials and finished that are complementary to your home. A brick or rendered letterbox is preferred.

7.0 FENCING

Side and rear fencing shall be 1800mm in height and be either standard timber paling or good neighbour fencing.

If fencing has already been supplied, no additional fencing is permitted along or within the fenced boundary. Fence returns are to be constructed 1 metre behind the building line of where the fence meets.

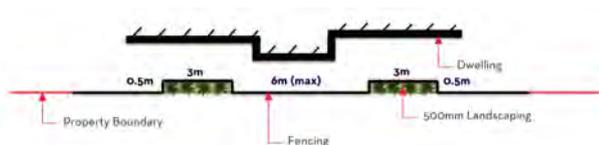
Gates and other elements contained in a front fence should incorporate similar colours and materials to the dwelling. Any fencing proposed forward of the dwelling must be submitted to the Seller for prior approval.

Buyers must not affect the structural integrity or alter in anyway, the fencing or retaining walls provided by the Seller. If for some reason there is any structural amendment or alteration to the fencing or retaining walls, it is the responsibility of the Buyer to rectify to the standard as originally approved by Council or Certifiers.

The Buyer agrees that the Seller will have no obligation at any time to contribute to the cost of building or maintaining any fence on the Land or on the boundaries of the Land.

7.1 CORNER ALLOTMENT FENCING

Side fencing to a corner allotment (that fronts the street) may be constructed as 1800mm high timber paling or good neighbour fencing. To avoid a featureless street appearance, the design must incorporate articulation and landscaping along the boundary. For every 6 meters of fencing there is to be a 0.5 metre recess to the fence for at least 3 meters in length. Where the recess is shown, landscaping to address the street frontage is to be implemented. An example of this is shown below:



Where corner fencing is on an existing retaining wall along the property boundary, a solid fence without articulation may be constructed.

8.0 LANDSCAPING

A minimum lot area of 20% is to be absorbent landscaping (e.g. Lawn, and Garden beds) with garden beds being a minimum 10% of the lot area.

A maximum lot area of 20% should be committed to hard structures and surfaces (e.g. pathways, pergolas, water features).

9.0 SCREENING

Clotheslines, hot water systems, gas tanks, water storage units, air-conditioning units or similar structures must not be visible from the street front except where the land is a corner allotment, in which case sufficient shrubs, plants and other landscaping features must be placed along the street front to mask the visual impact.

Any water tank installed on the property must be located so as not to be visible from the street and must be a colour to complement the dwelling.

All refuse bins must be located so as not to be visible from the street. Where insufficient space is available at the side of the dwelling for storage of the refuse bins, shrubs are to be planted or a screen erected to a height of 1500mm to screen the refuse bins from the street. Any screen erected must be constructed of a material and painted in a manner to complement the dwelling house.

Recreation and play equipment must not be placed at the front of any building or on the footpath and must not be visible from any street or road. If the land is a corner allotment sufficient shrubs, plants and other landscaping features must be planted along the street to mask the visual impact.

The Buyer shall submit to the Seller, plans for covenant approval indicating the size, number and location of any solar panels. Any panels that are considered by the Seller to cause a visual impact or are not aesthetically pleasing, will not be approved.

The Buyer must not affix any solar panels to any roof or structure without the written consent of the Seller and then only in accordance with terms of the Seller's consent.

External TV antennae and other aerials must be unobtrusive and located towards the rear of the dwelling house.

10.0 CONSTRUCTION

The Buyer must expeditiously complete or cause to be completed the erection of the dwelling house as to start on site promptly no later than 3 months after settling on the land. Once construction has commenced, completion must occur within nine (9) months.

No temporary building, caravans, tents, relocatable homes, shipping containers or similar structures are to be erected or located on the land.

No erection of other buildings prior to construction of the dwelling.

Excavation materials, trees, rubbish, builders waste or other substances must not be deposited whatsoever on the land or properties adjoining the land or otherwise within the development of which the land forms part.

No erection or placement on any part of the property of any advertising signage or any structure which is intended or is suitable for the display of advertisement or notices is permitted.

No vehicles, caravans, boats, trailers, trucks, buses or large vehicles shall be parked within the roadside reserve (or allotments unless they are suitably screened from the road). All work vehicles are to be garaged and not parked in the open.

The Buyer will instruct and ensure that their builder and contractors do not drive or park vehicles on other lots or footpaths and do not drive across vacant land with the estate. All contractors should be advised to access lots via the bitumen road immediately in front of the subject allotment. Should any damage occur to other lots or footpath (including the footpath in front of the subject lot) the Buyer must rectify the damage within 72 hours and/or will reimburse the Developer for all cost associated with rectifying the damage.

The Buyer must rectify any damage to any landscaping within the public open space or road reserve at the Buyer's cost. The Buyer is to rectify any damage before occupying the dwelling or within 72 hours of being notified by the Seller whichever is sooner. The Buyer will also instruct and ensure that their builder and contractors do not damage the concrete footpath in front of the subject lot, or any other concrete path on the estate.

The Buyer's builder must exercise Best Management Principles on site during the building program, including:

Provide and use an industrial bin on site (no wire cages for all builders waste);

Use only one access point onto the site from bitumen road immediately in front of the subject lot.

To ensure the Buyer's Builder's compliance with these terms, it is suggested that they be included on the buyers building contract.

The Buyer will keep the whole of the land at all times in a clean and tidy state and shall immediately comply with any valid notice issued by the Logan City Council or any other statutory authority having jurisdiction in that respect including the removal of undergrowth, rubbish or soils on the roadway. The Buyer agrees to mow the land on regular basis.

Any damage sustained to the property, adjoining properties, road reserves or the amenities of the estate including trees and landscaping by the Buyer or any authorized person of the Buyer that is not remedied by the Buyer or and authorized person within 72 hours of the damage being sustained, may be remedied by the Seller and the costs of such remedial work will be recovered by the Seller from the Buyer as a debt.

11.0 BREACH

Upon breach of any of the conditions of this covenant the Buyer shall pay to the Seller on demand by way of liquidated damages and not by way of penalty the sum of twenty five thousand dollars (\$25,000.00). The parties agree this amount represents a fair estimation of the damage suffered by the Seller in the circumstances of a breach.

If the Buyer breaches any part of this covenant, the Seller may (in addition to any other right or remedy it has) enter upon the land and remove or dispose of any structure or article contravening the provisions of this building covenant or perform any work necessary or expedient to ensure compliance with this building covenant. The Seller may recover all costs incurred by enforcing these covenants, including all legal costs on a full indemnity basis, from the Buyer, as a liquidated debt. The Buyer must pay to the Seller interest at the rate of 12 (twelve) percent per annum calculated daily on all costs incurred by the Seller in relation to a breach by the Buyer under this building covenant for as long as such monies remain outstanding.

12.0 VARIATION

Despite the above, the Seller may in the Seller's sole discretion in this or any other sale, waive, vary or relax the conditions of this covenant at any time and in that event the Buyer shall have no claim whatsoever against the Seller. The exercise of this right from time to time does not otherwise vary the parties' obligations under this building covenant.

13.0 ACCESS

The Buyer grants the Seller, its agents, contractors, employees or authorised persons the right to access the Land after settlement at any time, with or without machinery, in order to rectify defects or non-compliance with any conditions of any development approval relating to the estate.

14.0 CONTINUATION OF COVENANT

The benefit of these covenants shall continue in full force and effect and remain binding on the Buyer, its executors, administrators, successors and assigns. If the Buyer shall sell or assign or lease or otherwise part with possession of the allotment to any other person then the Buyer will obtain from that other person a covenant in favor of the Seller agreeing to be bound by all of the terms of these covenants. The Buyer will be only released from its obligations under these building covenants upon delivery of notification to the Seller in which the subsequent Buyer agrees to be bound by the covenants herein.

A reference to a Buyer in this building covenant includes a reference to any subsequent owner of the allotment.

15.0 VALIDITY OF COVENANT

If any part of this covenant is or becomes invalid, illegal, or un-enforcement, such part is to be, so far possible, read down to give it a valid operation, or if not so possible, must be severed from the remaining parts of this covenant. The remaining parts of this covenant are not to be effected or impaired by the severance.



