

Annexure B

BUILDING COVENANTS

To such extent as the Buyer may lawfully do, the Buyer enters into the Contract with the Seller with the intention of binding the subject land and successive owners thereof.

The Buyer acknowledges that the subject land is part of a large development (to be carried out in various stages) 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, will at its discretion, exercises supervision and control of the development ensuring aesthetic qualities are maintained in relation to the use of the subject 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 follow:

1. UNDERTAKING

1.1 The Buyer undertakes to the Seller that the Buyer will only:

- (a) construct a dwelling and improvements on the subject land after first obtaining the Council's approval; and
- (b) construct the dwelling and improvement strictly in accordance with the terms, conditions and requirements imposed by the Council and this Building Covenants and the construction of such improvements shall be carried out only by a licensed and registered builder.

1.2 The Buyer must, upon the request of the Seller, provide the Seller with a copy of the Council's approval, terms, conditions and requirements as referred to in Clause 1.1.

2. DWELLING MATERIALS AND SIZE

Without limiting the generality of the foregoing, the Buyer shall not erect on the subject land any dwelling and improvement which does not comply with the following requirements;

- (a) The Buyer shall not erect on the subject land any dwelling with a total floor area that is less than 180 square metres with at least a double lock up garage. The areas of porches, patios, and covered verandas shall not be included in calculating the floor plan area of the dwelling.
- (b) Where masonry block is used in building the house, the blocks must be coloured or painted. All applied finishes to external walls shall have a texture finish or a minimum sand texture finish. Painted, bagged or double-bagged masonry work on external walls is strictly prohibited.
- (c) The exterior of the dwelling 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. The Seller may, at its discretion (but is not obliged to), approve the use of materials mentioned in this clause if, in its opinion, application of those materials enhances the architectural merit of the dwelling.
- (d) Further without limiting the generality of the foregoing, the Buyer shall use only good quality concrete or terracotta tiles or colour-bond in the covering of any roof and shall not use any other roof covering material.

3. RETAINING WALLS AND FENCES

- 3.1 The Buyer must 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 (which is at the Seller's discretion) in writing from the Seller.
- 3.2 Without limiting the generality of the foregoing, the Buyer must not erect nor maintain on the subject land, any fences or hedges in lieu of fences more than 1.8 metres 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 1.8 metres, Council's approval must be obtained for the construction of the wall and fence.
- 3.3 No fences shall be constructed of wired mesh, chain mesh or mesh and pipes.
- 3.4 The Buyer acknowledges and agrees that 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 stated in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* 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.

4. GARDEN SHEDS, GARAGES AND CARPORTS

- 4.1 The Buyer shall not erect any freestanding building in addition to the dwelling without first obtaining the Council's approval in writing.
- 4.2 Any garden shed must not exceed 10 square metres in area and 1.85 metres in height and must be located at the rear of the dwelling.
- 4.3 The Buyer must not erect any freestanding garage or carport without first obtaining the Council's approval in writing and the materials used in the construction of the garage or carport must be similar to the materials used in the construction of the dwelling. Any freestanding garage or carport must be built either at the rear of the dwelling or at least 12 metres from the front or road side of the subject land and must not exceed 6 metres by 6 metres in size.

5. DRIVEWAYS AND PATHS

- 5.1 Driveways and paths may be constructed using clay brick paver, patterned or stencilled concrete or exposed aggregate concrete with or without brick paver edging.
- 5.2 The colour of driveways and paths must blend in with the colour scheme of the dwelling.

6. INSPECTION HOLES

- 6.1 The Buyer must not cover up the cap of any inspection holes (if any) located on the subject land.
- 6.2 If the Buyer wishes to raise the inspection hole, the Buyer must obtain prior written approval from the Council.

7. LANDSCAPING

- 7.1 The Buyer must, within 120 days of the completion of the dwelling, lay turf from the front of the dwelling covering the full width of the subject land to the road curb, excluding any garden areas and/or driveway.
- 7.2 Any shed, clothesline, hot water/gas cylinders, rubbish bin, air conditioners or satellite dish must not be visible from any street.
- 7.3 Any retaining walls must be of a nature consistent with the style of the dwelling and the landscaping proposed.

Initials

7.4 If retaining walls already exist on the subject land at the time of settlement, then any further retaining walls visible to the street must be consistent with the retaining walls that is already in existence.

7.5 Landscaping of a high standard must be completed to the front of the dwelling within 8 weeks of occupancy of the dwelling. Landscaping must be regularly maintained at the Buyer's cost. If the Buyer, or any Buyer's contractors, sub-contractors or agents damage or destroy any tree or shrub as part of the estate landscaping or tree planting program (if any), then the Buyer must repair or replace the damaged items at the Buyer's costs as soon as practicable. If the Buyer failed to carry out the repair or replacement works, the Seller may, but is not obliged to, carry out such works at the Buyer's expenses (and if the Seller carried out such works on the Buyer's behalf, the Seller may claim the costs associated with such works against the Buyer as liquidated debt).

8. SIGNS AND BILLBOARDS

8.1 No sign, billboard or advertisement of any kind shall be displayed on the subject land or any building constructed on the subject land without first obtaining the Seller's written consent.

8.2 Only a builder's sign, as requested and permitted by the Queensland Building and Construction Commission, may be erected and must be properly removed on completion of the construction of the dwelling.

8.3 In the event that a sign, billboard or advertisement of any kind is placed upon the subject land in contravention of this covenant, the Seller or its servants or agents shall be entitled to remove same at the Buyer's costs and the Buyer grants to the Seller an irrevocable license to enter upon the subject land for this purpose.

9. MAINTAINENCE OF LAND

9.1 The Buyer shall not accumulate or allow to be accumulated upon the subject land or adjoining lands any building materials or rubbish. If the Buyer allows any such accumulation or allows the grass on the land to grow over 100 centimetres, then the Seller, its agents, employees and workmen shall be at liberty (but shall not be obliged) to remove any rubbish or mow the grass at the expense of the Buyer.

9.2 During construction of any improvements, the Buyer shall ensure that the builder engaged by the Buyer complies with the requirements stipulated in Clause 9.1 at all times and that the Buyer's builder does not place any building materials, rubbish or vehicles on adjoining lands.

9.3 The Buyer shall be responsible for any costs of repairing the damage to the footpath, or kerb and channelling, or adjoining lots, caused by the Buyer's builder.

10. TEMPORARY STRUCTURES

Temporary buildings such as caravans, tents, portable structures or anything of like nature are not permitted at any time except for sheds, workshops, offices or conveniences to be used for the purpose of construction of the dwelling.

11. RE-SALE

11.1 The Buyer will not at any time sell the subject land without having obtained from the new buyer (hereinafter referred to as the "sub-Buyer"), in favour of the Seller, a written acknowledgment and agreement of covenants in the terms hereof.

11.2 If necessary, the Seller shall prepare a deed at the Buyer's costs and require the sub-Buyer to enter into such deed with the Seller before settlement of the subject land between the Buyer and the sub-Buyer.

Initials

12. SELLERS RIGHT TO REMOVE UNAPPROVED IMPROVEMENTS

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 land 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 upon the Seller's request.

13. INTERPRETATION

In this Building Covenants:

- 13.1 "Buyer" means the Buyer named in the Contract where this Building Covenants forms a part of.
- 13.2 "Contract" means the contract this Building Covenants is annexed to.
- 13.3 "Council" means Logan City Council (or its successor).
- 13.4 "Seller" means "Taipei Australia International Investment Pty Ltd A.C.N. 010 922 111".
- 13.5 "Subject land" means the lot purchased by the Buyer under the Contract
- 13.6 A reference to:
 - (a) "\$", "Dollar", "Dollars" and any monetary amount is a reference to the lawful currency of the Commonwealth of Australia;
 - (b) a claim and/or damage means a claim or action or demand or law suit of any kind;
 - (c) a day shall mean a calendar day (which includes Saturday, Sunday and public holiday);
 - (d) any authority, institute, association or body whether statutory or otherwise shall in the event of any such authority, institution, association or body ceasing to exist or being reconstituted renamed or replaced or the powers or functions thereof being transferred to any other organisation be deemed to refer respectively to the organisation established or constituted in lieu of or replacement for or which serves substantially the same purpose or objects of such authority institute association or body;
 - (e) any statute or regulation is deemed to include all amendments and revisions made from time to time to that statute or regulation; and
 - (f) a party or parties is a reference to the party or parties named in this Building Covenants and Contract (unless otherwise stated) and is/are intended to bind their successors, executors, administrators and permitted transferees.
- 13.7 Any covenant of this Building Covenants to be performed by two or more persons shall bind those persons jointly and severally.
- 13.8 The headings and marginal notes (if any) in this Building Covenants are included for descriptive purposes and convenience only and do not control or alter the meaning of this Building Covenants as set out in the text and do not in any way limit or amplify the terms of this Building Covenants.
- 13.9 The singular includes the plural and vice versa and any gender includes any other gender.

14. SELLER'S RIGHT TO WAIVER

Initials

The Seller reserves to itself and those deriving title under it the rights to sell, lease or other deal with any land unsold at the date of any agreement either subject to or free from all or any of the stipulations, provisions, obligations or restrictions imposed herein and also as to any land sold at the date of any 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 land shall not release the Buyer from any stipulation, provision, obligation or restriction imposed herein against the Buyer or any other person or company or trust 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 land.

15. DAMAGES

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 Building Covenants as and by the way of liquidated damages and not by way of penalty, the sum of \$5,000.00 upon request by the Seller provided however that if the Seller shall claim to have sustained any more damages the Seller shall be entitled to sue or make claim for the same.

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