

Annexure "B"

BUILDING COVENANTS

The Buyer acknowledges that the Seller wishes to establish a minimum standard for residential homes on the Land. Accordingly, the Buyer hereby covenants with the Seller as follows:

1. The Buyer may only build on the Land a dwelling house (together with garage and usual outbuildings) approved by Gold Coast City Council or a private certifier, having external walls of brick, glass, timber or fibre cement or any combination of those materials, and:
 - (a) the dwelling house and outbuildings must have a roof made of concrete or terracotta tile, coloured metal or other non-reflective material approved in writing by the Seller. The minimum pitch for conventional hipped roofs will be 22.5 degrees. Modern and contemporary roof forms with reduced roof pitches are acceptable;
 - (b) any carport, garage, detached structures or improvements must be built in a manner consistent with the permitted design and construction of the dwelling house on the Land and using the same or similar materials to those permitted under these covenants to be used in construction of the dwelling house; and
 - (c) the dwelling house must have an internal floor area (including garages, underroof courtyard and verandahs) of not less than 220 square metres.
 - (d) It is a requirement of Council's approval for this site, that each lot must connect an above ground, 30,000 litre rainwater tank that:
 - (i) collects a minimum of 90% of the roof water;
 - (ii) screens all inflows to the tank;
 - (iii) provides a tank pump and mains water solenoid bypass;
 - (iv) directs the tank water reuse to all toilets and landscape watering.
 - (v) A registered plumber must certify all operations and connections prior to the Certificate of Classification issuing.
 - (e) **Rain Tank maintenance will include:**
 - Seasonal checking and cleaning of roof gutters, tank inlets and inlet filters;
 - Removal of leaves and sediment build up in gutters and at tank inlets; and
 - Ensuring tank outlets to the swales are clear and open.
 - (f) **Swale maintenance will include:**
 - Weekly trimming of turf batters;
 - Removal of sediment along swale inverts to ensure gravel material is exposed; and
 - Seasonal checking and cleaning of kerb outlets to Pelican Parade
- (vi) The Buyer will make adequate provision for the accommodation of at least two motor vehicles by way of a fully enclosed garage to be built concurrently with the dwelling house.
- (vii) The Buyer will ensure that any dwelling house or other improvements will not be left at any time during construction without substantial work being carried out for a period longer than three (3) months.
- (viii) No improvements previously erected or existing on or attached to other land will be erected or placed upon the Land without the prior approval of the Seller.
- (ix) The Buyer will not allow any rubbish including site excavations and building materials to accumulate on the Land or allow excessive growth of grass or weeds upon the Land. The Buyer will not place any rubbish including site excavations and building materials on adjoining land. If, in the opinion of the Seller, rubbish has accumulated on the Land or there is an excess growth of weeds on the Land then the Seller and/or the Seller's agents and/or independent contractors may enter the Land for the purpose of generally tidying up the Land including, without limitation, slashing or mowing grass and weeds growing on the Land. The Buyer will pay to the Seller on demand the costs of carrying out such work.
- (x) Any caravan, boat trailer or unregistered vehicle stored or parked on the Land (if same is not housed in a garage or outbuilding) will be stored or parked at the rear of the dwelling house or will be screened so that the same is not visible from the street.
- (xi) No shed, caravan or mobile home will be used on the Land for residential purposes whether or not a dwelling house is constructed on the Land.
- (xii) Prior to habitation of the dwelling house, the Buyer will complete landscaping on the Land and as a minimum will carry out the following works:
 - a. Where not otherwise provided, construct a driveway from the front kerb to the garage on the Land; and
 - b. generally clean and tidy the Land and remove rubbish and other unnecessary materials from the Land and surrounding areas.

In carrying out the work referred to in sub-paragraphs above, the Buyer will comply with reasonable

requirements and directions of the Seller.

- (xiii) The Seller will have the right to vary, exclude or elect not to enforce any of the conditions herein set out in respect of the subject land or any other land within the residential estate. The Buyer specifically absolves the Seller from any liability whatsoever for any action taken in varying, electing not to enforce or excluding any condition.
- (xiv) The Buyer acknowledges that approval by the Seller in accordance with the terms of this deed of covenant does not constitute any agreement or representation as to the suitability or fitness of such dwelling house plans in their compliance with local Council regulations and requirements.
- (xv) The Buyer will not sell, transfer or otherwise dispose of the Land hereby sold or any part thereof to any person without first obtaining from such person a Deed of Covenant in favour of the Seller to be bound by the same terms and conditions as are contained in this annexure. This condition expires on the earlier of:
 - a. 5 years from the Settlement Date; and
 - b. Completion of a dwelling erected in accordance with these Covenants.