

Annexure “C”
BUILDING COVENANTS

1. Quality Estate

The Buyer acknowledges that the Land is part of the multi-staged development of a quality residential community. Therefore, in the interests of all land purchasers, it is desirable that high quality dwellings are built on the estate.

The buyer should refer to their Land Purchase Contract for the covenants specific to each individual lot.

2. Approval of Plans and Specifications

Before applying to the Townsville City Council for a Building Permit to start building works including fences (“Works”) on the land, the purchaser shall submit to the Developer any plans and specifications of the Works including materials to be used and any other information required by the Developer to determine the nature of the Works. The Developer shall advise the Purchaser of its decision within 14 working days of receiving all relevant information.

3. Building Approval

The Purchaser shall not apply to the Townsville City Council or a Private Certifier for a Building Permit until the Purchaser has attained the Developer’s approval under covenant 2.

4. Specifications for Dwelling Houses and other Buildings

The following specifications shall apply to any dwelling or structure including all sheds, outbuildings and garages to be erected on the Land:

- (1) It shall be constructed with external elevations (measured between ground level and eaves) having a minimum of 50% of the total area of each face in: brick or clay block; or painted rendered surface masonry block; or full fibre cement flat sheet cladding (if the cladding is covered by an approved coating to resemble masonry); or cement render application; or any other building material approved by the Developer. Garden sheds, if smaller than 20m² and of prefabricated-type construction, shall be in a Colour Bond-type material similarly coloured to the home. Garages and workshops larger than 20m² must have walls and trim in a similar colour to the home.
- (2) If visible from the street, the roof shall be constructed of concrete or terracotta tiles, or factory processed coloured metal sheeting, at a minimum pitch of 15° (measured from the extremity of the eaves to the ridge) over any habitable rooms. This pitch may be altered by the developer if requested. Factory processed coloured metal

sheeting may be used at a pitch less than 15° on areas not visible from the street. Zinc or aluminium-finished metal roofing is not permitted except on patios or verandas that are not visible from the street. In these circumstances, the pitch must not exceed 5°. The exterior finish of all gutters shall be factory processed colour finish.

- (3) No fence shall be erected on the land closer to the street than the house building line, as fixed by the Townsville City Council, and no fences shall be erected of reflective finish materials, corrugated or sheet iron, barbed wire or corrugated asbestos cement. If the Land has frontages to more than one street, this covenant shall apply only in respect of the frontage to one street. Any variation to this fencing requirement may be approved in writing by the Developer
- (4) The gross floor area of all habitable rooms, together with other rooms designed for occupation (such as bathrooms, laundries, water closets, pantries, wardrobes, corridors and enclosed verandas) shall be a minimum area of 110m² except:
 - (a) in the case of semi-detached multi-unit or group title developments; and
 - (b) if the Developer is satisfied that the home keeps with the amenity of the estate in all other respects.
- (5) Concrete or, concrete or brick paved, driveway shall be constructed from the street to each car accommodation area.
- (6) No second hand or sub-standard materials shall be used in any structure (including fences).
- (7) At no time may any temporary building structure or other installation be erected on the land, other than what is reasonably necessary during and for the purposes of home construction. This temporary building structure may only remain in place for a maximum of 12 months.
- (8) No solar energy device except a flat plate absorber shall be attached to any section of the roof which faces or may be viewed from any part of the street on which the dwelling is constructed.
- (9) The construction or alteration of any house or other improvement on the Land shall be completed expeditiously once commenced. It cannot last more than 12 months.
- (10) The Buyer shall indemnify and keep indemnified the Developer and the Seller against any claim in respect to erection of any dividing fence.

5. No Relocated Building

The Buyer shall not erect, or permit to remain on the Land, any building previously erected on other land, or any caravan, tent or living shelter of any kind.

6. No Living in Uncompleted Building

No one shall live in the dwelling until it has been completed.

7. No Advertisements

No advertisements, sign, hoarding or similar structure shall be erected on the Land without the prior written consent of the Developer.

8. Display Homes

- (1) The Buyer acknowledges that the Land forms part of a stage, which may be the location of a display village being conducted under the auspices of the Housing Industry Association, the Queensland Master Builders Association or a similar organisation.
- (2) If a display village is created, the Buyer shall not object to this activity and shall not operate a display home on the Land whilst such display village is open.
- (3) Apart from houses forming part of an approved display village, the Buyer shall not allow a home constructed on the Land to be displayed for sale except with the prior approval of the Developer.

9. Decorative Fencing

- (1) The Buyer acknowledges that, for the ultimate benefit of all residents in the estate, the Developer has erected decorative fencing in various parts of the estate. This aims to enhance the quality, amenity and overall appeal of the estate.
- (2) Under no circumstance shall the Buyer alter, amend, add to, construct or destruct, paint or repaint (in whole or in part), any of the decorative fencing which the Developer has erected upon the Land, without the Developer's prior written consent.
- (3) The Buyer agrees to maintain this fencing (to a minimum standard as existed as at the date of possession) to ensure the fencing will continue to maintain the quality, amenity and overall appeal of the estate.

10. Variation

The Buyer acknowledges that the Developer may, in its absolute discretion, or by request, vary any of these covenants with other purchasers of land in the estate. The Buyer agrees that the Buyer shall not make any objection or claim against the Developer arising out of the variation of these covenants with other purchasers of land in the estate, or arising out of the non-enforcement of covenants by the Developer.

11. Section 55 Property Law Act

These covenants are not intended to create any duty enforceable by a third party under section 55 of the Property Law Act 1974.

12. No Merger

These covenants shall not merge on completion but shall continue in full force and effect, and remain binding on the Buyer and the Buyer's heirs, executors, administrators, successors and assigns.

13. Deed of Covenant

The Buyer shall not sell, transfer, lease or part with possession of the Land in any other manner, without obtaining a deed of covenant from the purchaser, lessee or occupant in favour of the Vendor and the Developer for their respective rights and interests (of them or their successors, executors, administrators or assigns) to be bound by the agreements contained in these covenants in the same manner and to the same extent as if the purchaser, transferee, lessee or occupant had signed this contract as buyer.

14. Breach of Building Covenants

If the Buyer is in breach of any of these covenants and this contract has not been completed, the Developer shall have the right to terminate this contract by written notice to the Buyer. The Developer's right under clause 12 of these covenants shall be in addition to any other rights the Developer has against the Buyer.

15. Definition

In these covenants "Developer" means the Company outlined in your land purchase contract.