

Introduction

The buyer acknowledges that the Seller has or is in the process of developing a residential development in Jimboomba Qld known as “North Point”, with the objective to establish a housing estate which provides good foundations for a prosperous community, and the lot forms part of the estate. It is the desire of the seller to protect the investment of its new residents by ensuring a high standard of design, construction and maintenance of all dwellings constructed in this development. The buyer accordingly agrees to the restrictions and obligations set out here in these building guidelines. The Buyer further acknowledges that the Vendor may in its absolute discretion relax, vary, exclude or not enforce covenants obtained from other Buyers in the Estate. The Buyer releases the Vendor from all liability whatsoever from any action so taken in so acting.

1. Transfer of Building Guidelines Obligations to Future Buyers

Should the Buyer resell the allotment to others, the Buyer must obtain a covenant in favour of the Seller and on the same terms as this Annexure from the incoming buyer.

2. Maintenance of the Lot

Prior to, during and after construction, the Buyer shall ensure that its Lot is well maintained, and kept clear of excessive weeds, High grass and rubbish. The Buyer shall further ensure that its builder and sub-contractors do not dump any rubbish in the estate known as “North Point” situated in Jimboomba, Queensland.

3. Temporary Structures

No temporary, modular or relocatable buildings or structures may be erected or located on the Lot. The Lot shall not be used for residential purposes until a Dwelling House has been approved and completed in accordance with the provisions of this Annexure. No caravan or mobile home shall be used on or about the Lot for residential purposes whether with or without the existence of Dwelling House upon the Lot.

4. Residential Use Only

No building other than a Dwelling House and assorted ancillary structures shall be erected on the Lot together with such other improvements as may be approved in writing by the Seller. No business or industry or commercial undertaking of any kinds shall be conducted on the Lot without the written consent of the Seller and of Logan City Council (if required). No Occupation of a dwelling may commence until a Compliance Certificate of Occupation is issued by the Local Authority or Private Certifier. The Fencing and driveway must also be complete and a letterbox must also be provided before occupation.

5. Approval of Plans

- a) No application shall be made to the Logan City Council, its delegated bodies (including a private certifier) or any other competent approval authority for approval for construction of a Dwelling House or other improvements;
- b) and No improvements shall be commenced on the Lot, unless and until plans and specifications in respect of such Dwelling House or improvements (including schedules of exterior finishes and colour of all improvements) have been first approved in writing by the Seller. It shall be at the discretion of the Seller as to whether such plans and specifications including schedules of exterior finishes and colours shall be approved in accordance with these covenants. All building work on the property is to be carried out only in accordance with the plans and working drawings approved by the vendor and in accordance with approvals granted by local authorities and/or private certifier. In order to apply for approval, the following is to be submitted to the seller for approval:
- c) Site Plan (1:200 scale min). Showing; **Excavation** - fill and finished levels. **Retaining walls** – location extent, height and materials. **Driveways** – location and finish. **Fencing** – extent, location and type. **Swimming pools** – proposed location. **Ancillary structures** – pergolas, sheds, rainwater tanks, solar panels etc. **Landscaping** – lawn areas, massed planting areas, trees, paving, gravel pathways. **Setbacks** – showing all dimensions including the location of all buildings and structures on the lot. **Other** – any other external fixture or fitting.
- d) Floor Plan (1:100 scale min): Showing; Internal Layouts – Floor area calculations – Proposed Floor levels – Any other external fitting or fixture

- e) Elevations (1:100 scale min): Showing; Finished Ground levels – Materials for external walls and roofing, and any other structure or fitting that may affect the appearance of the proposed dwelling.
- f) Colour Scheme: Colour Samples/Swatches of all external finishes are to be provided (in one document).
- g) Design Submission – Complete applications can be provided for vendor approval via email to: michaelstarr@landmarketingqld.com.au , the vendors agent who will liaise with the vendor on each submission.

6. Floor Area

All double storey houses shall have a minimum floor area of 220 square metres including double garage, and single storey houses shall have a minimum internal floor area of 160 square metres including a double garage. Patio, porch areas are not included in this calculation.

7. Garages and setbacks

All setbacks must also be in accordance with any approved building envelope plan, or the Logan City Council standards, applicable to the Lot. A Double garage must be included, however additional construction of Carports may be considered according to their architectural merit and approved at the discretion of the seller.

8. Building Design and Materials

Building materials and colours will have a significant impact on the quality of the visual amenity of the development and therefore need to be considered carefully.

Building must address the street by having some bedroom or living room windows facing the street. Car accommodation is to be designed to be integrated with the house design using the same materials and building as for the Dwelling House.

The design of any Dwelling House must respond sympathetically to the topography of the Lot and surrounds with cut and fill of earthworks minimised where possible. Quality house design that reflects contemporary and Queensland style architecture will be encouraged. A minimum of 2 different materials to the façade will be considered acceptable and may include a combination of; Face brick, rendered brick/block, external cladding materials, or a combination of these materials to enhance the design and aesthetics of a Dwelling House. NO common bricks are to be used which are left without an additional approved treatment (ie. Render). All other external cladding materials must have a painted or rendered finish.

Roofing materials are to be tiles, slate or colourbond sheeting in non-reflective colours, as approved in writing by the Seller.

The main Dwelling House is to be constructed within the approved building envelope plan, or the Logan City Council standards, applicable to the Lot.

9. Outbuilding

No outbuilding; including garden sheds or any similar structures, shall be erected on the Lot except after or concurrently with and as part of the erection of a Dwelling House. The design, appearance and external colours and materials of all outbuildings must be integrated with the Dwelling House.

10. Improvements Not Completed

No improvement in the course of construction upon the Lot shall be left for longer than 1 month without substantial work being carried out and total construction time for construction of the Dwelling House including garage, driveway and landscaping shall not exceed 18 months from the date of construction commencement (except for delays beyond the reasonable control of the Buyer).

11. Fencing

Notwithstanding anything in the Dividing Fences Act 1953 to the contrary the Seller shall not be bound and Buyer shall not make any claim against the Seller to contribute to the construction of any dividing fences between the Lot and any adjoining land owned by the Seller.

The Buyer shall not interfere with, damage, remove or obscure in anyway any fence(s) which the Seller has constructed and the Buyer shall cause such fence(s) to be maintained in good repair.

The Buyer shall construct fencing along all boundaries between the Lot and any adjoining land prior to occupation of the Dwelling House and such fencing shall be constructed in timber, brick, rendered masonry or other materials approved by the seller that match or complement the design and materials of the Dwelling House and the estate. The height shall not exceed 1.80 metres above natural ground level. The fence along the front boundary may have a maximum of two access gates, to be constructed of the same material as the rest of the fence.

12. Boats / Trailers / Trucks etc.

Any boat, trailer, truck or caravan stored or parked on the Lot shall be stored or parked at the rear of the Dwelling House or shall be screened so that it is not visible from outside the Lot.

13. Letter boxes

Each Lot may only have one single letter box structure to be finished in rendered brick or block, or other materials approved by the Seller.

14. Signs and Hoardings

If a Dwelling House has not been constructed on the Lot, no advertisement, sign or hoarding of a commercial nature, shall be erected on the Lot without the prior consent in writing of the Seller. If a Dwelling House has been constructed on the Lot, no advertisement, sign or hoarding of a commercial nature shall be erected on the Lot without the prior consent in writing of the Seller except one sign not over one metre square advertising the Lot for sale or a sign displayed by a builder. The Buyer irrevocably authorises the Seller and persons authorised by the Seller to enter upon the Lot to remove there from any advertisement, hoarding or sign erected on the Lot in contravention of this clause. Notwithstanding the above, all signs must comply with Logan City Council standards.

15. Re-Subdivision

The Lot shall not be re-subdivided without the consent in writing of the Seller nor shall any application be made without the prior consent in writing of the Seller to change the permitted use of the Lot.

16. Enforcement

The Seller may vary or not enforce any provision of this Annexure at any time in respect of the Lot or any other Lot and in that event the Buyer shall have no claim whatsoever against the Seller.

17. No Animals

No animals, livestock or poultry shall be brought onto, raised, bred or kept on the Lot except dogs and cats as allowed in Local Government by-laws.

18. Proper Construction of Improvements

All improvements shall be constructed and finished in a good and workmanlike manner and in accordance with the best trade practice and all parts usually painted or stained shall be so painted or stained as soon as practicable.

19. Swimming Pool

Any filtration system and other plant and equipment related to a swimming pool and/or spa bath ("Equipment") to be constructed on the Lot shall be encased within a structure made of the same materials (and be the same colour) as the Dwelling House. The Equipment shall be located so that it cannot be seen from the exterior of the Lot and the structure is integrated with and forms part of the Dwelling House.

20. Damage to the Estate

If the Buyer or any of the Buyer's builder, employees, agents or independent contractors cause damage to the Estate, including damage to any infrastructure, services, utilities, structures or landscaping within the Estate, the Buyer shall forthwith repair the damage. Where the damage is irreparable the Buyer shall forthwith replace the damaged item. If the Buyer defaults in its obligations under this paragraph, the Seller may repair the damage or replace the damaged item as the Seller thinks fit and the Buyer shall pay to the Seller on demand the cost incurred or payable by the Seller for the repair or replacement of any damage to the Estate.

21. Removal of Trees from Allotments

The Buyer understands that the North Point Jimboomba development retains a number of Native Australian trees, located on individual lots. The buyer further acknowledges that they must seek permission of the Logan City Council for their removal if required. The seller will not be held liable for any costs associated with the removal of any tree.

22. Driveways, Landscaping, Lawn and Gardens

The Buyer shall at its cost and expense undertake the following works as part of construction of the Dwelling House:

- a) .A maximum of 1 driveway per Lot is permitted. The driveway is to be constructed as a coloured concrete, exposed aggregate concrete or paved vehicular driveway between the roadway immediately in front of the Lot and the garage forming part of the Dwelling House. The use of other materials may be considered and approved at the discretion of the seller. "Wine-glass" shaped or "track" driveways, or driveways with any split, separation or truncation are not permitted. Any damage to the kerb and channel, footpath or any other public assets shall be rectified or replaced immediately; and
- b). The landscaping works shall include the laying of turf to the front of the property from the building alignment to the street (including footpaths) and landscape garden areas with ground covers, shrubs and trees that are in keeping with the amenity of the Estate. The Buyer shall continue to maintain the landscaping in an orderly and visually pleasant state.
- c). The Buyer shall use existing crossovers for driveways on any Lot where a driveway crossover has been constructed as part of the development works for allotment access.

23. Auxiliary Units and Duplex Dwellings

The Buyer must seek the Seller's consent prior to the construction of any auxiliary units or duplex dwellings, and also seek the approval of any competent authority (if required).

24. Authority

If the Buyer defaults under this Annexure the Buyer irrevocably authorises the Seller or its agents (without prejudice to the Seller's other rights remedies and powers) to:

- a) Enter upon the Lot and remove any structure, article or animal contravening this Annexure;
- b) Perform such work on the Lot that is necessary to comply with this Annexure; and
- c) Obtain a mandatory injunction to compel the Buyer to comply with its obligations under this annexure (which injunction the buyer consents to), in each case as determined by the Seller in its discretion acting reasonably.

The Buyer indemnifies the Seller against any claims or costs incurred or payable by it in connection with the Seller's exercise of its rights under this provision, including, the costs of storage and disposal and all legal costs (calculated on a solicitor and own client basis). The Buyer shall pay the Seller interest at the Default Interest Rate per annum simple interest calculated daily on all costs incurred by the Seller under this provision for so long as they shall remain outstanding.