

SIX MILE CREEK ESTATE

Annexure B – Building Covenants

1. **Transfer of Building Guidelines** **Obligations to Future Buyers**

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

2. **Lot Maintenance**

Prior to, during and after construction, the Buyer shall ensure that its Lot is well maintained, mown and kept clear of excessive weeds and rubbish. The Buyer shall further ensure that its builder and sub-contractors do not dump any rubbish in the estate known as “Six Mile Creek Estate” situated in Collingwood Park (“Estate”).

3. **Temporary Structures**

No temporary 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**

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 the Ipswich City Council (if required).

5. **Approval of Plans**

- a) No application shall be made to the Ipswich 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; and

- b) 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.

6. **Floor Area**

All double storey houses shall have a minimum internal 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.

7. **Garages and setbacks**

The front of the garage door must be set back at least 5 meters in the case of lots 450 square meters or less, and 5.5 meters in the case of lots in excess of 450 square meters, from the title boundary of the Lot, and must otherwise be in accordance with any approved building envelope plan applicable to the Lot.

All other setbacks must also be in accordance with any approved building envelope plan, or the Ipswich City Council standards, applicable to the Lot.

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 architecture will be encouraged and face brick, rendered brick/block, external cladding materials, or a combination of these materials will be considered acceptable where the use of these materials enhances the design and aesthetics of a Dwelling House.

External cladding for house designs on sloping lots involving suspended floor construction, including pole houses, should be predominantly lightweight materials, but must provide perimeter cladding or appropriate landscaping to all areas from floor levels to finish ground level so that posts are not visually exposed. All 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 Ipswich City Council standards, applicable to the Lot.

9. Outbuilding

Subject to clause 8 and 9 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 8 months from the date of settlement date (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 that match or complement the design and materials of the Dwelling House and shall not exceed 1.80 m in height 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.

In respect of Lots 402 to 412 inclusive, the above fencing requirements apply, however, from the rear of the Dwelling House to the top of the boulder wall fronting Collingwood Drive, the Buyer may construct this section of side fencing in black pool style fence not exceeding 1.80 m in height above natural ground level.

12. Boat Trailers etc.

Any boat trailer or caravan stored or parked on the Lot (if the same is not housed in a garage or outbuilding) shall be stored or parked at the rear of the Dwelling House or shall be screened so that the same 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 such other materials approved by the Seller. For auxiliary unit or duplex dwellings,

a single letter box with two mail slots is to be built, and multiple letter boxes per Lot are not permitted. Refer to Annexure 1 of an approved letter box.

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 Ipswich 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 Allotment

The Buyer is encouraged to preserve and retain all trees on the said Lot other than those which must be removed to enable the construction of a Dwelling House and as have been approved by Ipswich City Council.

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:

- i. 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.

Subject to Ipswich City Council standards, the driveway shall be between 4 to 4.8 meters wide at the kerb and channel (i.e. at the verge) and continuously widen to the same width of the double garage which forms part of the Dwelling House. “Wine-glass” shaped 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

- ii. 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.
- iii. The Buyer shall use existing driveways on any Lot where a driveway has been constructed as part of the development works for allotment access.

23. Auxiliary Units and Duplex Dwellings

- i. The Buyer shall 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).
- ii. The Buyer shall further comply with the below requirements in the design of any auxiliary unit or duplex dwellings:
 - a. Driveway – only one combined and continuous driveway without any form of separation between the

two dwellings. Refer to clause 22;

- b. Front door – only the front door of the main dwelling may be visible from outside the Lot. The door of the auxiliary dwelling is to be situated behind the fence / gate or otherwise designed so it is not visible from outside the Lot;
- c. Garages – both garage doors shall be immediately adjacent to each other and shall both be constructed of the same material and have the same appearance.

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:

- i. Enter upon the Lot and remove any structure, article or animal contravening this Annexure;
- ii. Perform such work on the Lot that is necessary to comply with this Annexure; and
- iii. 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.

25. No merger

The parties acknowledge and agree that their respective rights and obligations under this

Annexure do not merge with and will not be adversely affected by completion of the sale under the contract or completion of construction of the Dwelling House.

ANNEXURE 1

