

ANNEXURE B

RIVERLEA ESTATE STAGE 3 - COVENANT

1. Commencement on site

The Buyer must submit to the Seller, two A3 copies of the full working drawings showing the design, materials, finishes and colour schemes of the proposed construction or improvement.

Preceding an application for a Building Permit with the local authority, and construction of any kind on the allotment, the Buyer must receive from the Seller a stamped and signed copy of the full working drawings approving the proposed construction or improvement.

Full working drawings of A3 size should be fully dimensioned and include:

- a) Front, rear and side elevations;
- b) Details of fencing and driveways;
- c) Details of garden sheds and outbuildings;
- d) Landscaping, paving and irrigation plans;
- e) Screening plans, positioning of solar panels, air conditioners etc;
- f) External finish and colour scheme;
- g) Proposed location of any swimming pools.

A period of five business days should be allowed for approval by the Seller. The Seller in its absolute discretion reserves the right to refuse any application as it so determines. Interpretation of the covenant will be at the sole discretion of the Seller.

2. Address for lodgement:

Mr Gerard Ross
53 Anne Street, AITKENVALE QLD 4814
Fax: 07 4779 1799
Email: gmr@rosslawyers.com.au

3. Temporary Structures

Temporary structures are not permitted in Riverlea Estate. Examples of temporary structures include but are not limited to the following:

- a) Caravans or the like used for habitation, pre-fabricated structures or shipping containers;
- b) Dwellings constructed wholly or partly from second-hand or sub-standard materials;
- c) Any existing dwelling house or other improvements that have been removed from any other site;
- d) Temporary, partial or relocated buildings or structures unless:
 - i) Required by law; or
 - ii) For use in connection with the construction of the dwelling house. These structures must be promptly removed from the allotment upon completion of construction and shall not in any circumstance be used as temporary accommodation.

4. Allotment Maintenance and Dwelling Construction

During the construction period, construction materials, rubbish and overgrown grass or weeds must not accumulate on the allotment; otherwise the allotment will be brought to an acceptable condition at the cost of the Buyer.

The dwelling must not be occupied prior to completion as per approved plans and unregistered vehicles must be garaged at all times.

Completion of dwelling construction must occur within two years of purchasing the allotment.

5. Soil Testing

The Buyer acknowledges that the allotment may have been filled, and that the Buyer takes all responsibility for determining if the allotment is suitable for any proposed construction. The Buyer will not make any claim against the Seller in this regard.

6. Building Materials

No dwelling including any attached or detached garage, carport or other outside structure shall be erected or permitted to be erected from second-hand or sub-standard materials.

External walls must be constructed from tumbled clay brick, painted cement rendered masonry block, stone or painted timber.

Roofing materials are limited to coloured concrete or terracotta tiles, or Colorbond Custom Orb profile roof sheeting. Roofing should be of a non-reflective nature.

7. Floor Area

The total enclosed living area of dwellings excluding garages, covered entertaining areas, porches and breezeways shall be a minimum of 120 square metres for Traditional Lots, and 85 square metres for Courtyard Lots.

Each dwelling must include as a minimum a double fully enclosed garage for Traditional Lots or a single lock-up carport for Courtyard Lots. Garages and carports are to be constructed of the same materials as the dwelling.

8. Landscaping

The front yard of each allotment must be fully turfed and feature a garden bed.

An irrigation system designed to service all lawn and garden areas forward of the building line must be installed.

9. Climatically Responsive Dwellings

It is recommended that the following features be incorporated into the design of the dwelling:

- a) A building orientation that minimises the length of external wall areas that are exposed to solar radiation;

- b) An internal layout ensuring that living areas are protected from summer solar radiation (i.e. living areas oriented north to north east and service areas are oriented to the west and south);
- c) Building projections are used to minimise summer solar radiation to external walls (i.e. large overhangs, external screens etc. are incorporated that fully shade western and south west facing external walls from solar radiation); and
- d) A building layout that maximises the capture of prevailing breezes (living area windows and doors are oriented to the north east, room layouts and internal access ways are designed to maximise cross ventilation).

10. Roofing

Roof pitch of all dwellings must be at least 15 degrees and higher roof pitches are strongly recommended.

11. Driveways

Driveways shall:

- a) Be constructed of either exposed aggregate, stamped or patterned concrete, brushed coloured concrete or pavers;
- b) Extend from the curb edge to the full width of the garage; and
- c) Be constructed prior to occupation of the dwelling.

Any cutting of the kerbing for the installation of driveways, drains etc. must be done neatly and in a tradesman-like manner.

12. Sheds and Other Structures

Any external covered storage must be sited at the rear of the dwelling. The structure must be constructed of Colorbond as a minimum standard. Colours and finishes must complement the dwelling.

13. Solar Energy Devices

If solar panels are installed they must be a flat plate absorber and must not be attached to any part of the roof of the dwelling which faces the street upon which the dwelling is constructed.

14. Fencing

The Buyer acknowledges that the Seller has the final decision on the erection of any fencing in order that the quality and appeal of the estate is maintained.

The Buyer shall not, without prior approval, alter in any way any fencing that the Seller has erected.

Fencing shall consist of 1.8 metre high square top timber paling construction along the rear boundary, along side boundaries from the rear of the allotment to the front building line, and from each side boundary to the dwelling as close as practicable to the front building line in order to fully enclose the back yard.

Any fence facing a street must have the rails facing away from the street and the palings facing toward the street.

Fencing forward of the building line may be allowed but must be a maximum of 1.2 metres in height and consist of tubular aluminium pool or garden fencing, or alternatively brick, concrete or similar material in combination with tubular aluminium pool or garden fencing reflecting the style and character of the dwelling. No fence or gate shall in any way restrict the driveway.

The Buyer shall maintain all allotment fencing to a standard acceptable by the Seller.

Notwithstanding anything in the Dividing Fences Act 1953, the Buyer agrees not to make any claim against the Seller to contribute to construction of fencing between the allotment and any allotment owned by the Seller.

15. Screening

Air-conditioning wall and window units will not be permitted on an elevation of the dwelling that faces any street or thoroughfare.

16. Continuous Maintenance and Care

Regular home and garden care and maintenance is encouraged. Areas to be maintained by the Buyer include landscaping and lawns within the allotment as well as the area which extends from any boundary to the curb.

17. Reticulated Gas - Hot Water

Riverlea Estate features reticulated gas with a primary focus on long term cost savings as well as contributing to environmental sustainability. As a minimum requirement every dwelling must have an individually metered gas system, and as its primary water heating system either a gas instant hot water system or a gas heated hot water storage system.

18. Staged Subdivision

The Buyer acknowledges that the land forms part of a stage of subdivision. The Seller shall not be held liable for any damage or disruption howsoever caused to the Buyers property during construction of future stages of subdivision. The Buyer will not object one or more display homes being under construction and/or used for display purposes.

19. Signs and Hoardings

No advertisement, sign or hoarding other than one real estate "For Sale" sign may be erected on the allotment without the prior written approval of the Seller.

In the event a sign is erected on the allotment without the prior consent of the Seller the sign(s) may be removed by the Seller at the cost of the Buyer. The Buyer grants to the Seller a right of entry upon the allotment for this purpose.

Signage required to be erected at law by builders and trades are permitted during construction and must be removed immediately following completion of construction.

20. Duplexes/Units/Relatives Apartments

The Seller may only approve Duplexes/Units/Relatives Apartments on selected allotments only, and in its absolute discretion.

Construction of Duplex and/or multi-unit dwellings is not permissible on any allotment in Riverlea Estate without the express written approval of the Seller prior to the time of purchase by the Buyer.

21. Deed of Covenant

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

These covenants shall not merge or extinguish on completion of the works or transfer of the allotment but shall continue in full force and effect and remain binding on the Buyer and the Buyer's successors, executors, administrators or assigns.

Pursuant to Section 3 of the Property Law Act 1974 to 1979, the Buyer has entered into these covenants on behalf of himself, his successors in title and the persons deriving title under him and such covenants shall have effect as if such successors or other persons were expressed herein.

22. Damages on Default

If a default or breach shall be made by the Buyer (or its successors, executors, administrators or assigns) in the observance or fulfilment of any of the terms or covenants contained herein to be observed and fulfilled on the part of the Buyer and if such default or breach shall continue for a period of one month then the Seller shall recover from the Buyer (or its successors, executors, administrators or assigns) agreed liquidated damages in the sum of \$10,000.00 (Ten thousand dollars) for any default or breach, representing reasonable damages incurred by the Seller on account of such default or breach by the Buyer.

In the case of a breach of Clause 20 then the Seller shall recover from the Buyer (or its successors, executors, administrators or assigns), in addition to above, further agreed liquidated damages in the sum of \$40,000.00 (Forty thousand dollars) representing reasonable and ascertainable damages incurred by the Seller on account of such default or breach by the Buyer

23. Covenant Amendments

The Seller reserves the right to update these covenants at any time, or approve variations to this covenant for any allotment in Riverlea Estate in its absolute discretion. The Buyer shall not object to any variation or make any claim against the Seller in this regard.

24. Interpretation

If there is any ambiguity in the wording of any clause herein, the Seller’s interpretation shall prevail.

25. 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.

I/We _____

being the Buyer/s of Lot _____ at Riverlea Estate,

acknowledge having read the above building design guidelines and covenants,

understand their requirements, and agree to be bound by them.

Signature: _____ **Date:** _____ / _____ / _____

_____ **Date:** _____ / _____ / _____

Witness: _____