

ANNEXURE “F”

BUILDING COVENANTS

The Owner acknowledges that the Land is part of a premier residential estate, the object of which is to establish a high standard of well-designed residential homes. As such, the Owner agrees to construct and maintain a dwelling, landscaping and other improvements on the Land in accordance with these Covenants.

1. Purpose of the Covenants

1.1 The purpose of these Covenants is to ensure, amongst other things, that:

- (a) the character of the Estate is consistent across all lots in the Estate;
- (b) the building standards across all lots in the Estate are of a comparably high standard;
- (c) each of the buildings on each of the lots in the Estate conform to the Estate’s sustainability goals;
- (d) an Owner’s use and enjoyment of the Land is not interfered with as a consequence of other owners’ building activities;
- (e) the value and desirability of each Lot, both sold by Unison Projects and those owned by the various owners within the Estate is maintained and enhanced by each of the other owners in the Estate achieved through the adherence to a consistent standard, character and dimension; and
- (f) each of the buildings in the Estate comply with the allotment setbacks, development approval laws and requirements.

2. Plan of Development

Construction of any dwelling is regulated by the Dwelling House Codes in the Moreton Bay Regional Council Planning Scheme in conjunction with the approved Plan of Development that amongst other things, nominates the built to boundary walls.

3. Urban Engineering Combined Services Plans

Construction of any dwelling is regulated by the location of infrastructure such as services and

driveways found along the frontages of each lot, as identified on the Combined Services Plans.

4. Set Backs

Minimum boundary clearances must conform to standard building regulations unless noted otherwise on the Plan of Development.

5. Roofs

5.1 Roofs are encouraged to adhere to the following types:

- (a) pitched roofs are encouraged to be 25° however as a minimum, 22.5° (hip or gable) is acceptable;
- (b) skillion roofs with primary roof pitch of at least 15° and secondary roof pitch of no less than 5°;
- (c) flat parapeted roofs; and
- (d) materials of Colorbond® profiled metal roofing or low profile (flat) glazed concrete roof tiles.

6. External Appearance

6.1 The primary external cladding shall be constructed of either rendered or bagged and painted brick. Light weight cladding such as “Hebel” and “Blueboard” with a rendered finish is also permitted. No face brick is permitted as a primary cladding.

6.2 Any secondary external cladding shall be constructed of either timber, texture coated fibre cement, corrugated Colorbond® sheeting, stone or face brick. Secondary external cladding shall only be used as an in-fill feature wall panel which compliments the primary cladding.

6.3 The Owner is to ensure that no more than 40% of the external cladding surface shall comprise of timer construction or other secondary cladding material.

6.4 The Owner is to ensure that the front façade consists of either primary and secondary claddings which compliment each other, or primary cladding of a minimum of two different colours.

6.5 A dwelling house must not be constructed from second hand or substandard materials.

6.6 The Owner is to ensure that at least 15% of the area of the front façade (not including garage/carport) will consist of windows

7. Private Open Space

7.1 The Land and each Lot must contain the minimum open space required by the Dwelling House Codes in the Moreton Bay Regional Council Planning Scheme

8. Landscaping

8.1 Prior to occupancy of the dwelling house, the Owner will complete landscaping to the front of the dwelling house on the Land and as a minimum will carry out the following works;

- (a) turf the Land. The turf of the front yard is to be to an extent of no more than 70% of the area for conservation of water;
- (b) plant trees and other greenery on the Land; a letterbox must be installed on or before completion of the dwelling house and be constructed of material consistent with those used to construct the dwelling house; and
- (c) maintain the nature strip area and the Land in a neat, tidy and mown condition.
- (d) The front and external side garden (for corner lots) must include the following as a minimum at the time of occupation:
 - 2 plants, each at a minimum of 2m in height.
 - 4 plants, each at a minimum of 1m in height.
 - Garden beds mulched 100mm deep and edged.
 - Turf to the remainder of the front garden area.

9. Maintenance & Construction

9.1 The Owner must generally keep clean and tidy the Land and remove all weeds and rubbish and other unnecessary materials from the Land and surrounding area before, during and post

construction of the dwelling house.

9.2 All construction waste or rubbish must be stored in a skip or similar receptacle situated on the land and excavation material, vegetation, builders' rubbish or other substances must not be deposited on adjoining properties and/or vacant land.

9.3 All building materials being stockpiled for constructions must be located on the Land and positioned in a neat and tidy manner.

9.4 All vehicle access to the Land must be made via the internal roads of the Estate only. The Owner must ensure that vehicles are not parked on the verge/footpath area.

9.5 Portable toilets installed for use during construction of the dwelling (if any) must be located within the Land and adequately fixed to the ground.

10. Fencing and Retaining

10.1 Prior to occupancy of the dwelling house, privacy fencing shall be required on the side and rear boundaries of the Land. Fencing on the front boundary of the Land is optional;

10.2 Side and rear boundary fencing shall be a maximum of 1.8m in height as measured from the finished surface level of the Land;

10.3 No fence shall be constructed on the street frontage/s, or forward of the building line of the dwelling house, unless such fence is of a style approved by Unison Projects and is;

- (a) No more than 1.2m in height as measured from the finished surface level of the Land if constructed of solid materials; or
- (b) No more than 1.5m in height as measured from the finished surface level of the Land if of open style construction (minimum 50% transparent).

10.4 Retaining walls over 1m in height must be:

- (a) designed by a suitably qualified engineer; and
- (b) no timber fencing will be allowed forward of the building line of the dwelling house,

therefore, an alternative fence type may be required (to be approved by Unison Projects) where retaining walls extend forward of the building line of the dwelling house.

11. Clothes Lines & Garbage Bins

- 11.1 The owner must not allow any clothes line and drying areas or part thereof to be visible from the street.
- 11.2 The Owner must ensure that garbage bins are stored/located behind the front façade of the dwelling and must not be visible from the street.

12. Recreational Vehicles

- 12.1 The Owner must not allow any plant or machinery or any recreational vehicle or commercial motor vehicle (including without limitation a caravan, boat, box trailer, boat trailer, truck and car trailer) to be left or parked on the street or on the Land between the building line of the dwelling house and the front boundary of the Land (unless either of those occur during the normal course of business by a visiting trades person) or on the nature strip or footpath.
- 12.2 The Owner must not allow a vehicle in excess of 3000kg (including the weight of any attached trailer) on the Land.

13 Removal of Existing Items

The Owner must not mutilate or remove in whole or part from the Land, a Lot or reserve (without the prior written approval of Unison Projects) any tree or part of any tree, fence, irrigation pipe, underground pipe or conduit.

14 Design Plan

- 14.1 The Owner must not commence, carry out, erect, construct or alter any development of or on the Land without an application for approval being first prepared and submitted to and approved by Unison Projects in writing in accordance with these Covenants.
- 14.2 Applications for approval must be submitted to the Encumbrance Manager and should include

the following:

- (a) plans at A3 paper size;
- (b) site plan (site contours, extent of building envelope, house siting, dimensioned setbacks, proposed earthworks, retaining walls, crossover location, driveway and stormwater disposal;
- (c) floor plans (1:100 scale);
- (d) Elevations (1:100 scale);
- (e) an area schedule showing floor area of the various parts of the building and its compliance with site coverage provisions;
- (f) a schedule of external colours, materials and fencing;
- (g) an Erosion and Sediment Control Management Plan;
- (h) front fence details (if applicable); and
- (i) side and rear fence details.

14.3 The Encumbrance Manager may request any further information it requires (acting reasonably) in order to determine if the application complies with the Covenants.

14.4 The Encumbrance Manager may in its absolute discretion grant or refuse to grant approval, or grant approval subject to such terms and conditions it may determine. The Encumbrance Manager will not act unreasonably or capriciously in refusing any application or imposing terms and conditions pursuant to this clause.

14.5 The Owner must ensure that any development on the Land is in compliance with any conditions imposed by The Encumbrance Manager in respect of its approval.

15 Display Homes

The Owner must not permit any dwelling house constructed on the Land to be used for the purpose of a Display Home or for the purpose of marketing Display Homes unless prior written consent of Unison Projects has been obtained.

16 Signage

The Owner must not erect, permit or allow to be

erected or to remain erected on the Land any advertisement, boarding, sign or similar structure and will not permit the Land or any buildings constructed thereon to be used for the display of any advertisement sign or notice provided that this restriction shall not prevent the display of the nameplate or light of any medical practitioner, dentist, legal practitioner or other such professional trade or business nameplate.

17 Temporary Structures

Temporary structures must not be constructed or erected on the Land except in connection with construction of permanent and fixed dwelling house.

18 Estate Features

18.1 Unison Projects may at any time construct a fence, wall or other feature ("Estate Feature") on or near the boundary of the Land. The Owner must maintain the Estate Feature in good order and condition as at the date of construction or purchase, whichever is later, of the Land by the Owner and must not alter the Estate Feature without the prior written approval of Unison Projects. Unison Projects may enter the Land to remedy (at the Owners' cost) any breach of the Owner's obligations under this clause.

18.2 Any fence or entry statement provided by Unison Projects is not be removed or altered without the prior written consent of Unison Projects and proof of consent from the adjoining property owner.

19 Kit Homes, Pre-fabricated and Used Dwellings

19.1 The Owner must not build or allow to be built a dwelling house or structure on the Land which is a:

- (a) kit home;
- (b) pre-constructed or pre-fabricated dwelling (whether new or used) which is built off-site; or
- (c) previously used or second hand dwelling (for example, a pre-used Queenslander style home).

20 Development Approval Conditions

20.1 The Owner acknowledges that the Local Authority Development Approval applying to the Estate and/or the Land may contain restrictions and requirements in relation to the construction of improvements on the Land (for example, setback requirements) and the Owner agrees to comply with such restrictions and requirement.

20.2 The Owner acknowledges that the current zoning for the Land does not permit the building of Duplex, Dual Occupancy or other types of medium density buildings. The Seller will not be required to approve any application from the Owner that includes the construction of these types of buildings on the Land.

20.3 The Owner acknowledges having received a copy of the Local Authority Development Approval with the Contract for the purchase of the Land.

21 Sale by Registered Owner

21.1 The Owner must not sell, transfer, dispose of, lease or in any other way part with possession of the Land, without first delivering to Unison Projects a deed in a form acceptable to Unison Projects signed by the purchaser, transferee, disponent, lessee or assignee. The deed must contain:

- (a) covenant by the purchaser, transferee, disponent, lessee or assignee agreeing to be bound by and to comply with these Covenants; and
- (b) a covenant that the purchaser, transferee, disponent, lessee or assignee will ensure any subsequent purchaser, transferee, disponent, lessee or assignee will obtain a further deed on these terms.

21.2 The Owner indemnifies Unison Projects for any costs or damages Unison Projects may suffer as a result of future purchasers, transferees, disponents, lessees and assignees not being bound to these Covenants due to a breach by the Owner of this clause 20.

22. Compliance with the Covenants

22.1 The Owner:

- (a) acknowledges that Unison Projects has a significant investment in the Estate, and as an interest in maintain the value and desirability of Lots within the Estate;
- (b) acknowledges that a failure by the Owner to strictly comply with the Covenants will diminish the value of Unison Projects' significant investment in the Estate;
- (c) acknowledges that a failure by the Owner to strictly comply with the Covenants will diminish the value and desirability of:
 - unsold Lots in the Estate in the hands of Unison Projects;
 - and Lots sold by Unison Projects to other owners within the Estate;
- (d) agrees that in the event that the Owner does not strictly comply with the Covenants, Unison Projects will have legally enforceable rights against the Owner, including the right to seek orders from the Courts compelling compliance by the Owner, the right to enter onto the Land to undertake works to remedy a non-compliance and/or the right to seek damages against the Owner; and
- (e) hereby irrevocably grants to Unison Projects or Unison Project's agent, a licence to enter onto the Land to undertake work reasonably necessary to rectify any non-compliance with the Covenants, such right not to be exercised until after notice has been given by Unison Projects to the Owner to rectify the breach and that breach has not been rectified within the period provided for in the notice.

22.2 The Owner warrants and represents to Unison Projects that the Owner will comply strictly with the terms of the Covenants and that it has the capacity to do so and the Owner acknowledges that Unison Projects has relied on and been induced by those warranties and representations, to enter into the Contract with the Owners to sell the Land.

Unison Projects at its discretion has the authority to approve on its merits any innovative or diverse designs that do not meet the requirements of these Covenants whether for the Land or other Lots in the Estate.

24. **Reservation**

The Owner acknowledges and agrees that Unison Projects has the right to vary, exclude or elect not to enforce any of these Covenants in respect of the Land and any other Lots in the Estate. The Owner specifically absolves Unison Projects from any liability of any nature for any action taken in varying, electing not to enforce or exclude any Covenants. All calculations and measurements in these Covenants will be determined by Unison Projects in its sole discretion and will be the correct calculations or measurements in the absence of manifest error.

25. **Restrictions to Cease**

The restrictions specified in the above paragraphs (inclusive) shall cease to burden any lot with effect from 31 December 2020.

26. **Joint and Several**

The Registered Owner (if more than one person) agrees that they are jointly and severally liable in relation to the obligations pursuant to these Covenants.

27. **Severance**

Any void, voidable, unenforceable or illegal term of these Covenants may be severed unless to do so will result in a change to the basic nature of these Covenants.

23. **Innovative Design**

28. Definitions

- (a) **“Contract”** means the contract for the purchase of the Land by;
 - (i) the Owner from Unison Projects which contained these Covenants; or
 - (ii) the Owner from a Third Party which contained these Covenants or a requirement for the Owner to be bound by these Covenants by deed poll.

- (b) **“Covenants”** means the building covenants including all Schedules and Appendices as may be amended by Unison Projects from time to time

- (c) **“Encumbrance Manager”** Unison Projects

- (d) **“Estate”** means the Estate known as “Griffin Pocket – Riverside” at Griffin, Qld,

- (e) **“Land”** means all lots owned by the Owner from time to time in the Estate.

- (f) **“Local Authority Development Approval”** means the Decision Notice made By the Council on 23 March 2018 in relation to Moreton Bay Council Development No. DA/34180/2017/V3RL)

- (g) **“Lot”** means all lots owned by Unison Projects and/or Third Parties from time to time in the Estate, excluding the Land

- (g) **“Owner”** means the registered owner of the Land including its successors and permitted assigns.

- (h) **“Person”** means any number or combination of separate legal entities including but not limited to a natural person, corporation or trust.

- (i) **“Settlement Date”** means the Settlement Date in the Contract.

- (j) **“Plan of Development”** means Plan Drawing No. 16-03330-2 prepared by Wolter Consulting Group contained in the Local Authority Development Approval

- (k) **“Third Party”** means a Person who purchased the lot from:
 - (i) Unison Projects; or
 - (ii) A Person who purchased the lot

- (l) **“Unison Projects”** means Unison Projects Echo Pty Ltd A.C.N. 601 145 331 and any of its related bodies corporate within the meaning of Section 50 of the *Corporations Act 2001* and its successors and assigns.

- (m) **“Combined Services Plans”** means the plans annexed to these Covenants

EXECUTED as a deed: -

SIGNED, SEALED AND DELIVERED)
 By the New Owner in the presence of:)

_____)
 New Owner’s Signature

 Witness:

SIGNED, SEALED AND DELIVERED)
 By the New Owner in the presence of:)

_____)
 New Owner’s Signature

 Witness: