



Spring Mountain Park Estate

Attachment Building Covenants **STAGE 13**

1. Estate Covenant

1.1 Buyer's Acknowledgement

The Buyer acknowledges that:

- (a) the Land is part of the Estate and as such is subject to the Covenants; and
- (b) the Buyer is bound by the Covenants and is solely responsible for all costs incurred by the Seller in the enforcement or attempted enforcement of the Covenants. The Buyer will be subject to legal action for rectification costs, damages, legal costs (on a full indemnity basis), and other liability for any breach of the Covenants.

1.2 Deed of Covenant

The Buyer agrees that its obligations under these Covenants must bind all future buyers of the Land and indemnifies the Seller for any costs or damages it may suffer as a result of the future buyers not being so bound. If the Buyer transfers the Land, the Buyer must obtain a covenant by deed from the transferee in favour of the Seller that the future buyer will be bound by the terms of these Covenants in the same manner and to the same extent as the Buyer. The form of covenant must be in the form of Deed Poll attached to these Covenants and the Buyer must give a copy of the signed Deed Poll to the Seller. For the avoidance of doubt, the future buyers must include a requirement that each subsequent future buyer of the Land obtains a covenant on these terms.

1.3 Overall Standard

- (a) All improvements built on the Land must be of a quality and nature in keeping with the overall standard of the Estate.
- (b) The Buyer must maintain the Land, all improvements on the Land and the road verge area in a tidy and presentable state at all times.
- (c) After completion of any building works, the Buyer must restore and make good any damage caused to the Land and the road verge area.

2. Building Covenants

2.1

(a) 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*.

(b) Breach of Building Covenant

The Buyer must not build a house (including garage or other improvements) or a shed separate from the house that does not comply with these Covenants.

If the Buyer is in breach of any of these Covenants and the Contract between the Buyer and the Seller has not been completed, then the Seller may terminate the Contract by written notice to the Buyer. The Seller's rights of termination are in addition to any other rights the Seller has against the Buyer.

(c) Approval of Plans by the Seller

No approval granted by the Seller constitutes any promise as to the adequacy, suitability or fitness of any plans and specifications, designs or proposed structures. The Buyer acknowledges no reliance will be placed on the Seller's approval.

(d) Variations

Notwithstanding any other Covenant, the Seller may in its total discretion vary or relax any of the Covenants with the Buyer or with other owners of land in the Estate. The Buyer has no claim against the Seller arising out of the variation of these Covenants.

3. Environmentally Sensitive Designs and Materials

3.1 Alternate Designs and Materials

These Covenants contain building guidelines in Covenant 3.2 & 4 which must be complied with by the Buyer. However, the Seller encourages a range of housing design initiatives to improve the design sustainability and aesthetics of the Estate. To this end, the Seller may, in its total discretion, approve the use of alternate materials if the Seller is satisfied that the use will compliment the overall amenity of the Estate.

In making its determination, the Seller will have particular regard for proposals by the Buyer which addresses use of all of the following:

- generally, a high quality design that contributes to the visual amenity and streetscape of the Estate;
- modern sub-tropical and energy efficient design;
- environmentally sustainable features of solar water heating, water saving devices, grey water reticulation systems, rain water tanks etc;
- enhancement of building elements for external walls, roofs and interior finishings;
- sensitive site orientation and passive climate control via breeze ways and natural forms of ventilation and landscape; and
- slope sensitive design which should minimise earthworks and include contemporary pole dwellings, concrete framed dwellings with suspended floors which overlay the natural contours and split level dwellings with suspended floors. The 80% brick cladding requirement in clause 3.2(a) may be relaxed for such designs in favour of other suitable treatments in the Seller's total discretion.

3.2 Specific Guidelines

If the Seller does not approve the Buyer's proposed house using alternate designs and materials as contemplated in Covenant 3.1, the building of the house must comply with the following requirements:

(a) Cladding

The external cladding to all levels(except for doors and windows) must be at least 80% brick, brick veneer or other applied texture coated material such as rendered finish, granosite or similar finish approved by the Seller.

(b) Roofing

No reflective uncoloured metal sheeting (including corrugated iron), zincalume or fibre cement sheeting may be used in the building of the roof. No roof pitch is to be less than 22.5 degrees. No "A frame" style houses are permitted.

4. Mandatory Guidelines

4.1 The Buyer must, in building a house, shed, fence or other structure on the Land, regardless of whether the house has been approved by the Seller in exercising its discretion under Covenant 3.1, comply with the following guidelines:

(a) Floor Area

The internal floor area must not be less than 250m² (excluding the garage and any decks or verandas). The internal floor area is measured

over the inside of the external walls and can include dedicated Outdoor Living Rooms to a maximum of 30m² total, provided they are under the same roof as the dwelling and form an intricate part of the dwelling design and living area. Refer to definition of "Outdoor Living Room" in clause 7, Dictionary.

(b) Garage

The Land must include a lock-up garage or a carport behind the building line which must be of a similar compatible design and constructed of similar materials, finishes and colours as the house to the approval of the Seller. No garage may be occupied as a dwelling.

(c) Sheds

No shed may be occupied as a dwelling. Only one shed is permitted on the Land. All sheds constructed on the Land must:

- be constructed behind the main dwelling building line;
- not detract from the visual amenity of adjacent or adjoining properties in the Estate;
- be screened by landscaping, trellis' or similar structures;
- have certified engineering plans;
- be of a colour that matches or complements the house;
- not exceed a height of 3 metres for external walls and 4.5 metres at the ridgeline;
- have a total floor area not exceeding 100 m²; and
- be approved by Council.

(d) Temporary Structures

No temporary structure is to be built or placed on the Land unless used in conjunction with the building of a permanent house and then removed upon the finalisation of the building of that house. No structure previously built or placed on the Land, and no caravan, tent or mobile home may be maintained or brought onto the Land. No temporary structure may be occupied as a dwelling.

(e) Materials

In any building the Buyer must not use any second hand or substandard materials.

(f) Screening

The garage, carport, shed or other building and the underside of any subfloor area of the house, must be effectively screened from public view by landscaping or with materials that complement the house design.

- (g) *Continual Work*
- Building of the house must not be left at any time without substantial work being carried out for more than 1 month. Building of the house must be completed (not including landscaping) within 9 months from commencement of building.
- (h) *Fencing and Gates*
- (i) No metal profile or pipe, zincalume or fibre cement sheeting shall be used in the building of any fence. Fencing must comply with the provisions of the Development Permit which provides as follows:
- "21. Fencing*
- Ensure any fences erected and/or maintained on the site comply with the following requirements:*
- (a) *Fences that prohibit or restrict movements of fauna across the property must not be erected on the site, except that fauna exclusion fences must be erected within approved building envelopes where domestic animals are kept on individual residential allotments.*
- (b) *Any fauna exclusion fences must be constructed of material/s that cannot be easily gripped by native fauna. Any gap between a fauna exclusion fence and the ground directly below must be not greater than 100mm.*
- (c) *Unless approved in writing by the Council and/or its delegated officer/s, any property boundary fencing must be constructed of timber posts and rails or chain wires, and must meet the criteria as follows and/or be in accordance with Nature Conservation (Koala) Conservation Plan 2006 criteria relating to fauna friendly fencing:*
- (i) *The first rail or strand must be not less than 30cm above the ground directly below.*
- (ii) *The rails or slates must be not more than 150mm in width.*
- (iii) *A wooden post must be installed at a 45-degree angle to the fence on each side.*
- (iv) *Panels or planks must be installed along the top of the fence to provide a walkway for fauna".*
- (ii) All boundaries of the Land fronting a road alignment must be fenced ("Front Fencing"). The Front Fencing must not exceed 1.2 metres in height above natural ground level.
- (iii) The side, rear and building alignment return fences which do not front a road ("Balance Fences") are not to exceed 1.83 metres in height above natural ground level. The Balance Fences are to be built in accordance with Council requirements of timber split post, metal pickets, timber post and timber rail, rural style mesh or as otherwise approved by the Seller.
- (iv) If the Seller has constructed a fence on the Land, the Buyer and any future owners must maintain the fence to at least an equivalent standard as at the time of construction.
- (v) All gates are to be made of materials which are complimentary to the fencing material as approved by the Seller and subject to any necessary Council requirements or approvals. Colourbond gates are not permitted.
- (i) *Building Envelopes*
- If the Land is subject to a building envelope, whether designated by Council or the Seller, all structures must be built within the building envelope as approved by Council.
- (j) *Excavation*
- All natural ground levels are to be maintained except if excavation or land fill is required to allow the building of approved buildings or structures. No soil or gravel is to be removed from the Land except by way of excavation of the foundations of the structure to be built or in preparing and laying out gardens associated with the structure.
- (k) *Rainwater Tanks and Waste Water Systems*
- (i) Rainwater tanks are to be of a commercial design approved by Council and made of material certified as suitable by a registered professional engineer. Rainwater tanks must be screened from public view and must not be positioned in front of the main dwelling and must not detract from the visual amenity of the Estate.

(ii) All houses must be built with a Domestic Waste Water Treatment system in accordance with the Australian Standard and any Council requirements in relation to waste water treatment policy.

(iii) In accordance with Council requirements, treatment systems are to surface irrigate the treated effluent within the building envelope as approved by Council. It is the responsibility of the Buyer to specify and build the landscaping area for effluent disposal which includes pipe work and sprinklers.

(iv) Each treatment system is to be subject to ongoing maintenance inspections carried out by authorised persons and Buyers are advised to familiarise themselves with Council on their waste water treatment policy and requirements.

(l) *Landscaping*

Within 6 months after occupation of the house, the area of the Land between the road frontage boundary (which may be more than one boundary) and the building alignment of the house must be landscaped to the satisfaction of the Seller and the driveway must be adequately surfaced. Driveways must be either coloured concrete, textured concrete, concrete, exposed aggregate, bitumen, paved, or properly encased, confined and compacted gravel, stone or similar finish.

(m) *Rubbish and Waste Materials*

(i) Rubbish must not accumulate or be placed on the Land. If in the opinion of the Seller rubbish has accumulated on the Land and the Buyer has not complied with a notice from the Seller requiring its removal, the Seller may enter onto the Land for the purpose of generally tidying up the Land. Any costs incurred by the Seller pursuant to this Covenant must be paid by the Buyer to the Seller on demand.

(ii) The Buyer is responsible for works done by builders and subcontractors, including for dumping rubbish, soil or building materials on other properties in the Estate. The Buyer must remove any such material at the Buyer's cost and reinstate the relevant lot to its built contours.

(iii) The use of skip bins is encouraged for rubbish disposal purposes during all building activities. If "reo sheet bins" are used, they must be lined, emptied regularly and maintained in a presentable manner.

(n) *Vegetation*

The Buyer acknowledges the desirability of retaining mature trees on the Land and agrees not to remove or destroy or allow the removal or destruction of any mature trees from the Land, except where necessary in the building of any improvements.

(o) *Signs*

The Buyer must not place more than 2 "For Sale" signs on the Land in association with any sale of the Land. Any other signs, advertisements or the like must not be placed without the prior written consent of the Seller.

(p) *Vehicle Restriction*

No vehicles exceeding 5 tonnes (GVM) or other vehicles carrying bulk fuel or noxious or offensive materials are permitted to park anywhere within the Estate or in the immediate vicinity of the Estate.

5. Seller's Written Approval

(a) Before lodging building plans with Council (or in any event before commencing any building work) for approval the Buyer must obtain the Seller's written approval of the plans and specifications. The plans must set out all details of materials to be used and any other information required by the Seller.

(b) The Seller will advise the Buyer of its decision within 21 days after receiving all necessary information and final plans and will not unreasonably withhold its consent if the plans and specifications comply with these Covenants.

(c) Building must not commence until the building plans and specifications have been approved by the Seller

(d) If the Covenants require a higher standard of building or shed than required by industry standard, Council regulations and by-laws or the Queensland Building Services Authority ("Industry Standard"), the Buyer must comply with the Covenants. If the Covenants require a lower standard of building or shed than required by the Industry Standard, the Buyer must comply with the Industry Standard.

6. Development Permit

To the extent that there is any inconsistency with these Covenants and the Development Permit, the provisions of the Development Permit prevail.

7. Dictionary

In these Covenants, unless the context otherwise indicates:

"Council" means Logan City Council;

“Covenant” or “Covenants” means the specific Estate covenants as contained in this document;

“Development Permit” means the development permit issued by Council in respect of Stage 13 of the Estate, Development Application No RL/77/2008;

“Estate” means the master planned Spring Mountain Park Estate; and

“Land” means the land owned or to be owned by the Buyer in Stage 13 of the Estate.

“Outdoor Living Room” means an attached room having at least three walls built of materials compatible with the main dwelling that is wholly under the main roof, generally at the same floor level of the main dwelling and which by nature of its design, fittings and fixtures is clearly intended to be used as part of the main dwelling floor plan. One of the three walls may consist of a partial screening element that must cover at least 75% of the area of that wall. Fittings and fixtures will include, but are not limited to, such items as a ceiling, lighting and power installations, ceiling fans, built-in benches, wet areas and barbecues. The definition excludes verandahs, balconies, porticos, loggias, porches, patios and the like.

Buyer

Seller