



BUILDING COVENANTS: Spring Mountain Estate

Valid for The Pocket (Stage 10) and Sky Ridge (Stage 14) at Spring Mountain Estate



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1. Estate Covenant

1.1 Buyer's Acknowledgement

The Buyer acknowledges that:

- (a) the Land is part of the master planned Spring Mountain Park Estate ("Estate") and as such is subject to specific Estate covenants as contained in this document ("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), fines and punitive penalties 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

All improvements built on the Land must be of a quality and nature in keeping with the overall standard of the Estate.

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.

2. Building Covenants (continued)

- (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; and
- sensitive site orientation and passive climate control via breeze ways and natural forms of ventilation and landscape.

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.



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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 2.1, 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).

(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.

(c) Sheds

All sheds constructed on the Land must:

- (i) be constructed behind the building line;
- (ii) not detract from the visual amenity of adjacent or adjoining properties in the Estate;
- (iii) be screened by landscaping, trellis' or similar structures;
- (iv) have certified engineering plans;
- (v) be of a colour that matches or complements the house;
- (vi) not exceed a height of 3 metres for external walls and 4.5 metres at the ridgeline;
- (vii) have a total floor area not exceeding 80 m²; and
- (viii) 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.

4. Mandatory Guidelines (continued)

(h) Fencing

- (i) No metal profile or pipe, zincalume or fibre cement sheeting shall be used in the building of any fence.
- (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. All Front Fencing is to be built of timber post and rail or as otherwise approved by the Seller.
- (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 of split post, pickets, post and 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.

(i) Setbacks

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. No structures may be built outside of the building envelope.

(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 be positioned behind the building line and 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 over specially dedicated landscaping with a 200m² minimum area. 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 authorized persons and Buyers are advised to familiarize themselves with Council on their waste water treatment policy and requirements.



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4. Mandatory Guidelines (continued)

- (l) Landscaping
Within 6 months of 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.
- (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 of 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.

5. Seller's Written Approval (continued)

- (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.

Agreement to Building Covenants

Buyer

Seller