BELLAGROVE

LIVE YOUR BEST LIFE

BUILDING COVENANTS

1. Overview

These Building Covenants form part of your Contract of Sale and will ensure protection of your investment in assisting to create an attractive streetscape while still enabling each home to present a unique individual design. The Seller encourages a variety of architectural styles and materials in the design of your home.

1.1 Building Covenants

The Buyer acknowledges that the land is part of a premier residential subdivision and it is desirable in the interests of all Buyers of lots in the subdivision that the Seller exercises supervision and control to ensure that a high standard of design and construction of dwellings in the subdivision is maintained. In consideration of the execution of the contract of which this Annexure forms part, the Buyer covenants and agrees to the building covenants listed below.

The Building Covenants apply in addition to, and not in lieu of other statutory requirements. Approval from the Council or a registered building certifier will be required in addition to any approval given by the Seller.

1.2 Information Supplied by the Seller

Any information supplied by or on behalf of the Seller is supplied for the convenience of the Buyer and does not form part of the Contract. The accuracy of any information supplied is not warranted by the Seller and the Buyer acknowledges that it has entered into this contract solely on the basis of the Buyer's own investigation. The Seller will not be liable for the accuracy, adequacy or suitability of any information, documents or advice in relation to the condition of the Lot or its surroundings.

1.3 Seller's right to vary or exclude any Covenant Conditions

The Seller reserves the right at the request of a Buyer or at its own discretion to vary or exclude any of the obligations under the covenants provided that such action will only be taken by it in keeping with the aims to establish a modern well designed residential estate. The Buyers hereby absolves the Seller from any liability whatsoever for any action taken in variation or exclusion of any Covenant including a Covenant with any other Buyer in the Estate. The Seller acknowledges that new products designed as substitutes or alternatives for the various materials listed herein will be marketed from time to time and provided these products, in its opinion are not inconsistent with the aims of the covenant, they will at the absolute and sole discretion of the Seller, be acceptable.

1.4 Legal Duty or Obligation

The Buyer and the Seller acknowledge and agree that these provisions relating to building covenants do not create any legal duty or obligation for the benefit of or enforceable by a third party in terms of Section 55 of the Property Law Act 1974 as amended and the operation of that section is hereby expressly excluded in respect of this Contract.

1.5 Definitions

In these Building Covenants, the following terms (in both the singular and plural forms) will have the following respective meanings assigned to them:

"Building Covenants" means this document titled 'Building Covenants' being a set of design guidelines and covenants with which all house designs must comply and referred to in the Special Conditions in the Contract of Sale

"Building Operation" means all dwellings, garages, garden sheds, pergolas and outbuildings proposed to be constructed on the lot.

"Buyer" means the Buyer described in the Contract to which these Building Covenants are attached

"Contract / Contract of Sale" means the Contract between the Seller and the Buyer in respect of your property

"Covenants" means all of the clauses and covenants contained in these Building Covenants

"The Council" means the local government identified on page 1 of the Contract of which these covenants form part

"Dwelling House" means a residential dwelling

"The Estate" means the residential estate described in the heading of this Contract owned by the Seller

"Improvements" means and includes a dwelling house, residence and any other structure or thing on the Land and any works comprising excavations for or construction (whether by way of addition, extension or renovation) or any building, structure, dwelling house, garage, verandah, pergola, fence (including retaining walls), screen, swimming pools, spa bath (including in respect of such pool and spa, any filtration system and any other plant and equipment related thereto), landscaping or similar works

"Land" means the land described in the Contract to which these Building Covenants are attached

"Lot" means that land identified in the Contract of Sale between the Seller and the Buyer

"Planting Palette" means The Bellagrove Planting Palette available from the Seller

"Property" means the land and all and any improvements thereon

"Residence" means dwelling house and incorporated garage as set out herein

"Seller" means the Seller described in the Contract to which these Building Covenants are attached

"Works" means any building operation

"You or Your" means the Buyer

2. The Approval Process

2.1 Council's Requirements

The following development requirements establish a minimum standard, which is to be maintained by Buyers when undertaking Building Operations. It is the responsibility of the Buyer to identify all of the Council's building requirements for inclusion on building plans.

2.2 Submission of Plans to the Seller

Before undertaking any building work, the Buyer must first obtain written approval from the Seller. To obtain written approval, the Buyer needs to submit all plans and specifications for building and landscaping works on the property to the Seller. All plans must be professionally prepared to a scale of 1:100 on A3 paper and detail the following:

- Residence and ancillary structures
- Fencing
- Driveway
- Pools and/or water features
- Paths and courtyards, garden walls etc
- Position and name of shade trees
- Extent of garden areas including varieties and densities of smaller plants and shrubs
- Areas of lawn or other ground cover

The Seller's approval or otherwise of the plans shall be at the absolute discretion of the Seller provided that the Seller must act reasonable.

2.3 Adequacy of Plans

No approval or consent granted by the Seller shall constitute any agreement or representation as to the adequacy; suitability or fitness of any plans, designs or proposed structures and the Buyer acknowledges that no reliance shall be placed on such approval or consent.

2.4 Buyer to obtain Building Approval

Upon receipt of approval from the Seller, the Buyer may submit an application to either the Council or an accredited private certifier to receive approval for building. No building work (whether for a new residence or garage or any extension to any existing structure/s) or excavation works shall be commenced unless a building permit has been issued by the Council based on working drawings.

The Buyer acknowledges and agrees that it must obtain the relevant approval from all relevant government authorities providing however that in the event the approval from the government authority causes a variation to the prior approval of the Seller, the Buyer shall not commence building works until it obtains approval for that variation from the Seller. The Buyer acknowledges and agrees that all building works must be carried out strictly in accordance with the approval of the relevant Council and the Seller at all times.

The Buyer acknowledges that the risk in relation to seeking and obtaining the approval of the Council to the plans and specifications referred to the above, rests solely with the Buyer notwithstanding that such plans and specifications may have been approved by the Seller.

3. Timeframes

The Buyer has 12 months from the date of settlement of the Contract to commence construction of their residence. When construction is commenced, it is to be completed in a continuous manner of not more than 12 months.

Driveways must be completed prior to occupation or completion of the residence whichever occurs first.

As soon as possible, but not later than 12 months after completion of construction of the residence, the balance of the property shall be fully landscaped.

The planting of at least two (2) shade trees and the laying of turf from the street kerb to the front alignment of the dwelling house must be completed within 30 days of completion of the dwelling house.

4. Siteworks

4.1 Excavation / Filling

The Buyer shall not allow or cause to be performed the excavation, filling or building up of the level of the Lot without the prior written approval of the Seller, the Council and any other necessary authority.

No soil or gravel shall be dug or removed from the Land except in preparation for an in-ground pool or for the foundations of any improvement or for the gardens.

4.2 Geotechnical Investigations

The Buyer acknowledges and agrees that the Lot may have been filled. The Buyer must make its own investigations to satisfy itself concerning any proposed Building Operation as to the suitability of any footing, foundations or proposed construction given the nature of the Lot and as to any requirements of the Council in that regard.

4.3 Retaining Walls

Retaining walls may be constructed of concrete, block work or rock. If retaining walls are constructed of concrete or block work and they are located on or within the front boundary setback area, the retaining walls must be treated with a bagged or rendered finish and colour coordinated with the building on the Lot. Timber sleeper retaining walls are not permitted. The Buyer must obtain the Seller's approval for any other retaining wall construction type which approval shall be at the absolute discretion of the Seller.

4.4 Estate Retaining Wall

In the event that there is any fence, wall or retaining wall erected on or partly erected on the land as at the date of the Contract the Buyer acknowledges that such fence, wall or retaining wall has been constructed for and on behalf of the Seller, or its predecessor/s in title for the purpose of enhancing the value of the land and also the Estate generally. The Buyer agrees that it shall not remove, damage, disfigure, paint or apply or install any material or structure (including fencing) on or to the fence, wall or retaining wall and to maintain and keep the fence, wall or retaining wall in the same good order and condition and standard of presentation of the fence, wall or retaining wall as at the date of the Contract. Furthermore the Buyer agrees not to alter the fence, wall or retaining wall (either aesthetically or materially) in such a way as would interfere with the uniformity of the total fence, wall or retaining wall part of which is on the land.

5. Building Operation Requirements

5.1 Permitted Improvements

The only improvements permitted to be constructed on the property are:

- A dwelling house ("residence") for residential purposes together with at least an attached double car lock-up garage incorporated as part of the residence building
- A garden shed, storage unit or lawn locker with a maximum floor area of 10m2 to a maximum height of 2m, which must not be erected on the property until the residence has been erected and must be located to be as unobtrusive as possible so as not to adversely affect the amenity of the subdivision. No garden shed, storage unit or lawn locker may be located on any side of the property that faces a street.
- Any temporary structure utilised by a registered builder during the course of construction of the residence for such builder's own purpose.
- Any structures which are approved by the Council as part of the landscaping of the property once the residence has been erected and completed including any pergola, swimming pool filter, cover or like structure.
- Water storage tanks either underground or under the eaves to the rear of the building. Tanks must not be visible from the street. The colour of water storage tanks must match the colour of the building façade or roof.

5.2 Minimum House Size

The total minimum area of the residence (including garage) measured to the external walls shall be not less than 170 square metres excluding the area under soffits, entry porches, attached pergolas or like structures.

5.3 Repetitive Designs

Repetitive designs are not acceptable as the streetscape must comprise of a variety of unique individual designs. The Seller may refuse building applications where the design of the building is of similar appearance to other buildings in the street.

5.4 Building Materials

No dwelling house (including garage and/or carport areas and/or any other improvements approved in writing by the Seller) shall be erected or constructed on the land of materials other than:

- Homes are to be constructed to reflect contemporary Queensland architecture and have regard to the climatic conditions of the area and the Estate's unique location.
- It is recommended that external masonry walls are either rendered or bagged and painted.
- Unfinished 'commons' bricks are not permitted.
- It is recommended that a minimum of two (2) materials are to be used to the front and secondary street facades with no one material being more than 80% of a facade area.
- Detached buildings including sheds or lawn lockers of colorbond, brick, coloured or rendered split block or other materials as may be approved in writing by the Seller.
- Non-reflective roof materials of colorbond sheeting, decrabond material, or clay, terra-cotta, quality concrete tiles or such other materials as may be approved in writing by the Seller, not including any unpainted galvanized iron.

No second-hand or sub-standard brick, timber or other materials or reflective materials shall be used in the erection or construction of any improvements on the land, including fencing.

No previously erected dwelling or other structure or any part or parts thereof may be erected or placed on the Land.

All building construction on the property must be carried out in a good and workmanlike manner in accordance with building trade best practice standards.

5.5 Building Materials Colour

Where one (1) material is used in more than 80% of the construction of the front and secondary street facades (refer recommendation above to use minimum of two (2) materials), a minimum of two (2) colours are to be used and no one colour can be more than 80% of a facade area.

Vibrant primary colours may not be permitted as an exterior wall cladding colour.

Fascia boards, trim and exposed metalwork must be colour coordinated with the balance of the building on the Lot.

Fences, storage facilities and retaining walls will be colour coordinated with the building on the Lot and will not be painted in vibrant primary colours.

5.6 Driveways

In conjunction with the construction of the residence, the Buyer must provide a driveway from the kerb to the car garage.

Only one driveway is permitted per Lot. Tyre-width tracks are not acceptable.

Driveways are to be finished in a decorative finish such as:

- Exposed aggregate concrete
- Coloured, stamped or stencilled concrete of approved colours
- Pavers
- Tiles
- Other material approved by the Seller

Grey, broom finished concrete is not acceptable.

5.7 Landscaping

The Buyer must ensure that the lot is adequately landscaped to a level consistent with the standard of design and construction of dwellings within the Estate.

Topsoil removed during slab preparation must be kept on site for garden and lawn preparation. General levelling and topsoiling must be undertaken at the time of completion of the Building Operation.

A minimum of two (2) shade trees of at least 45 litre pot size selected from the Planting Palette must be planted on the lot. The holes for the shade trees must be machine-dug to ensure adequate drainage.

Street trees must be protected at the Buyer's expense with three (3) steel star pickets for the duration of the Building Operation. Any street trees damaged or demolished must be replaced at the Buyer's expense with a new tree, same pot size, species, variety, and meeting NATSPEC standards.

No undesirable tree or shrub species as set out in the Planting Palette are to be planted on the lot.

At the conclusion of the Building Operation, the existing turf cover to the footpath reserve must be made good or replaced with the same turf species at the cost of the Buyer.

No extra planting is permitted in the Council-owned footpath reserve.

5.8 Fencing

No fence will be erected along the street boundary or between the street boundary and the nearest point of the dwelling or shed without the consent of the Seller, which may be given subject to any condition deemed appropriate by the Seller. The side fence must return to the dwelling a minimum of one (1) metre behind the front façade of the dwelling.

Boundary fences shall not be constructed of any second-hand or sub-standard materials or unpainted concrete blocks. Fencing on the street alignment of the Land and from the street alignment to the nearest point of the dwelling or shed shall not exceed 1.2 metres in height; any other fencing on the balance of the Land shall not exceed 1.8 meters in height above the natural ground level.

Notwithstanding anything to the contrary in The Dividing Fences Act, the Seller shall not be bound and the Buyer must not make any claim to contribute, to the construction of any dividing fence between the Land and adjoining land owned by the Seller or any adjoining rural land whether owned by the Seller or otherwise.

5.9 Garages and Car Accommodation

The garage door width must not exceed 40% of the length of frontage to reduce visual dominance from the street.

5.10 Garden Sheds and Outbuildings

The design, appearance and external colours and building materials of all outbuildings (such as lock-up garden sheds and pergolas etc.) shall comply with these covenants and be integrated with the design of the residential house.

5.11 Additions and Extensions

Additions and extensions to the dwelling house, outbuildings and other structures, including new verandahs, pergolas, outbuildings, shed, swimming pools and garden structures are subject to the same covenant requirements and application for approval must be made to the Seller in the same manner as the original building applications.

6. Presentation and Maintenance

6.1 Maintenance of Lots

The Buyer shall not allow any rubbish including site excavations and building materials to accumulate on the Lot (unless such rubbish is stored within a suitably sized industrial bin or skip) or allow excessive growth of grass or weeds upon the Lot. The Buyer shall not place any rubbish including site excavations and building materials on adjoining land or in any waterway. The Seller or its agents may enter upon and have access over the Lot at any time without creating liability for trespass or otherwise to maintain, slash or mow the Lot with no obligation and in consideration for the Seller so doing, the Buyer shall pay to the Seller its costs should this occur.

The property shall be kept in a neat and tidy condition and kept free of weeds and rubbish before, during, and after construction works. No excavated material, rubbish or builders waste or other substance whatsoever shall be deposited on adjoining or nearby properties.

6.2 Signs

For the purpose of ensuring a generally pleasing aesthetic streetscape for all owners within the Estate, no more than two (2) signs of any nature whatsoever, including "For Sale" signs shall be erected on the Lot without prior written consent of the Seller, which consent may be granted unconditionally or subject to conditions, provided however that until a dwelling house has been completed (including landscaping) that no sign whatsoever shall be erected. Special consideration may be provided to spec home builders.

6.3 Motor Vehicles, Trailers and alike

Boats, trucks, trailers and caravans are not to be parked in the front yard. They must be garaged or adequately screened.

Any unserviceable or unregistered motor vehicle, trailer, caravan, boat or like items (including parts thereof) shall not be stored on the Land unless wholly garaged in a structure which complies with the provisions of these Building Covenants.

6.4 Air Conditioners

Air conditioners are to be located below the eaves-line and screened or concealed from public view. Roof mounted or unscreened wall and window mounted air conditioning units facing the street are not permitted.

6.5 Antennae Aerials

External television antennae and other aerials must be unobtrusive and located towards the rear of the dwelling house.

6.6 Clothesline

Clotheslines must be screened from view from public areas.

6.7 Satellite Dish

Satellite dishes must be below roofline.

6.8 Solar Panels

Solar panels must be integrated with the roof design and must not be visible from the roadways.

6.9 Water Tanks

Rainwater tanks are encouraged in the interest of water conservation and for providing water for irrigation and hosing. They must be installed in an aesthetic and inconspicuous location either underground or under the eaves in the colour matching the dwelling. Tanks must not be visible from the street.

7. Miscellaneous

7.1 Commercial Use

No display home, business, industry or commercial undertaking of any kind shall be conducted on the Land without the consent of the Seller and the Gympie Regional Council.

7.2 Re-Subdivision

No further subdivision of the Land shall be carried out without the written consent of the Seller.

7.3 Relaxation by the Seller

The Seller may relax, remove or choose not to enforce the provisions of any of these Building Covenants or any part or parts thereof with respect to the Land or any other property and, in such event, the Buyer shall have no claim whatsoever against the Seller.

7.4 Assignment

The Buyer and the Buyer's successors, administrators and assigns covenants and agrees not to sell, transfer, dispose of, lease or any manner part with possession of the property or any part or parts thereof without first obtaining a Deed of Covenant under seal from such Buyer, Disponee, Lessee or occupant in favour of the Seller to be bound by the covenants and agreements set out in these Building Covenants in the same manner and to the same extent as though such Buyer, Transferee, Disponee, Lessee or other occupant had been the Buyer under this Contract.

The Buyer agrees to indemnify and keep indemnified the Seller against any loss, damage or other consequence detrimental to the Seller resulting from the failure of the Buyer to comply with the provisions of these covenants.

7.5 Default

It is agreed between the Buyer and the Seller that if and whenever the Buyer shall make any default under these Building Covenants, the Seller without prejudice to its other rights, remedies and powers shall be at liberty to enter upon the Land to remove any structure, article or material contravening the covenants or to perform such work as shall be necessary or expedient for the purpose of effecting compliance with these covenants and to recover the costs thereof from the Buyer, including the cost of storage and disposal, on demand.

7.6 Governing Law

These Building Covenants shall be construed and take effect in accordance with and the rights and obligations of the parties under these Building Covenants shall be governed by the laws of the State of Queensland. Each of the parties submits to the jurisdiction of the Courts of that State including all Courts of Appeal from those Courts.

7.7 Merger

The Seller and the Buyer agree that the provision of these covenants will not merge on any conveyance but shall continue in full force and effect and shall remain binding on the Buyer, the transferees, executors, administrators, successors and assigns in favour of the Seller and its successors and assigns.

7.8 Liquidation Damages

The Buyer and Seller agree that in the event of a breach by the Buyer of any of the provisions of this Covenant, the Seller shall suffer loss, which the Buyer and Seller presently estimate to be an amount of not less that fifteen thousand dollars ($15,000.00). The Buyer hereby covenants in the event of such a breach, the Buyer shall pay to the Seller the sum of fifteen thousand dollars ($15,000.00) (by way of liquidated damages and not as a penalty) or, at the election of the Seller such greater sum as may represent the actual loss and damage suffered by the Seller as a result of such breach.

7.9 Costs

All costs of compliance with the terms of these Building Covenants will be the Buyer's costs including any expenditure required of the Seller to ensure compliance by any party to these Building Covenants.