



ANNEXURE B

RESIDENTIAL ESTATE COVENANTS

THIS DEED is made this _____ day of _____, **2019**

PARTIES: **Sealander Pty Ltd A B N 53616323712**

Kirra Beach Property Investments Pty Ltd A B N 21107058300

AND: **THE PERSON REFERRED TO AS THE "BUYER" IN THE REFERENCE SCHEDULE OF THE CONTRACT**
("the Buyer")

For Lot, BRASSALL BIKEWAY ESTATE 2, 2 HENRY STREET, BRASSALL, Queensland ("the Land")

The Buyer covenants in favour of the Seller as follows:

1. **Acknowledgement of Estate Covenants.** The Buyer acknowledges that the Land is situated in and forms part of a well-designed and aesthetically coordinated residential estate, which will enhance liveability, promote environmental sustainability and help to increase the investment return for all property owners within this estate today and in the future. The Buyer acknowledges that the Land is sold subject to the conditions set out in these covenants for the benefit and protection of the landowners within the estate and to ensure that a high standard for the design, construction and appearance of improvements erected in the estate.
2. **Garages.** The Buyer covenants and agrees to construct for a single dwelling unit a two (2x) car lock up garage (side by side) and for duplex dwelling units for each unit a single (1x) car lock up garage under the same roof line of the dwelling erected on the Land. The buyer covenants and agrees that any garage, shed or external structure section on the Land that is visible from the street frontage shall be constructed of similar materials to the dwelling design.
3. **Traffic Safety and Off street parking.** To enhance traffic safety and to reduce traffic congestion within the estate, the Buyer covenants and agrees to provide adequate personal off street parking. The Buyer covenants and agrees not to permit boats, trailers or caravans to remain permanently on the road verge or road carriage way in front of properties in the estate.
4. **Dwelling Size.** The Buyer covenants and agrees not to erect, or permit to be erected, any dwelling house on the Land having a gross habitable floor area less than **180m²** (including garages).
5. **External Finishes.** The Buyer covenants and agrees to construct a dwelling on the Land using a minimum of 70% of the following external building materials on any one elevation (excluding Windows and doors from all elevations from such calculation):
 - (a) Bagged and painted finish;
 - (b) Face Brick;
 - (c) Coloured render or render with painted finish; and
 - (d) Roofing finish such as concrete tile, terracotta tile or metal colourbond roof.
6. **Fencing.** The Buyer covenants and agrees that the boundary fencing shall cease at the front projection of the dwelling on the Land. In the event fencing is required in front of the projection of the dwelling on the Land, any fences constructed in front of the building projection of the dwelling on the Land shall be constructed of a high quality to match the external finish of the dwelling on the Land and shall not be more than 1,500mm high. The Buyer agrees not to erect, or permit to be erected, standard CCA pine fencing, chain wire fencing or metal Colourbond fencing in front of the building line of the dwelling on the Land.
7. **External communication devices.** The Buyer covenants and agrees to ensure that any television antennas and satellite dishes erected on the Land shall not be visible from the street fronting the Land.
8. **External plumbing.** The Buyer covenants and agrees to ensure that external plumbing on newly constructed two (2x) storey dwellings shall not be not visible from the street fronting the Land.

9. **Landscaping and Retaining Walls.** For the purpose of adhering to the *Environmental Protection Act 1994 (EPA)* with regard to erosion and sediment control, the Buyer covenants and agrees to complete all visible landscaping works on the frontage of the Land including driveways and retaining walls within 45 days of the practical completion of the construction of a dwelling on the Land.

Retaining Walls are not to support Building Loads. With the exception of boundary fencing retaining walls within the Estate have not been designed to support Building Loads.

10. **Allotment Maintenance.** The Buyer covenants and agrees to keep their vacant lots mowed and weeded. In the event that grass or weeds on vacant lots become aesthetically unsightly the Buyer agrees that the Seller may enter the lot to maintain its presentation. The Buyer further agrees that the costs of any such maintenance shall be payable by the Buyer upon the Buyer receiving any invoice from the Seller.
11. **Discrepancy with by-laws of authorities.** Where any discrepancy exists between local authority and/or government by laws and these covenants, such by laws shall prevail over these covenants.
12. **Seller's right to vary, exclude or not enforce any covenants.** The Seller shall have the right to vary, exclude or elect not to enforce any of the covenants herein set out in respect of the Land or any other lot within this estate. The Buyer specifically absolves the Seller from any liability whatsoever for any action taken in varying, excluding or electing not to enforce any covenant.
13. **Buyer to obtain Seller's written approval to plans.** The Buyer agrees to provide to the Seller for its written approval a copy of building plans and schedule of external finishes (including front and side elevations and any proposed front fencing elevations) for the proposed dwelling to be constructed on the Land prior to such plans being lodged by the Buyer with the Local Authority and any other certifying body for approval. The building plans and schedule of external finishes must be complete and must contain sufficient details to enable the Seller to assess whether the finished dwelling will comply with these covenants. Following the review of the building plans and schedule of external finishes, the Seller may approve or reject or request amendments to the plans and schedule of external finishes to ensure compliance with these covenants. Any notification by the Seller that the Buyer's building plans and schedule of external finishes will comply with these covenants, does not constitute nor imply an approval by the local authority. It shall be the Buyer's responsibility to obtain all necessary building approvals from the Local Authority.
14. **Removal of fencing and retaining installed by the Seller.** The Buyer acknowledges that the Seller may construct certain retaining walls and estate fencing some of which may be Acoustic fencing. Retaining walls, estate fencing and Acoustic fencing will be located within the boundary of the lot and the Buyer covenants with the Seller to allow no change, addition to, or removal from, the completed retaining walls or fence structures without the consent in writing of the Seller. Also the Buyer is to maintain the retaining walls, estate fencing and / or Acoustic fencing (if any) so erected.
15. **Seller not liable to construct dividing fences.** Notwithstanding anything in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* to the contrary, the Seller will not be bound and the Buyer will not make any claim against the Seller to contribute to the construction of any dividing fences between the Land and any adjoining lot owned by the Seller.
16. **Covenants to be passed on to future buyers.** The Buyer shall not sell or otherwise dispose of the Land or any part of the Land without first obtaining a Deed of Covenant (at the Buyer's cost) from any purchaser or transferee in favour of the Seller whereby such purchaser or transferee will recognise and be bound by these covenants as if the purchaser or transferee was named in these covenants. Should the Buyer not fulfil the Buyer's obligation in this clause, the Buyer shall indemnify and keep indemnified the Seller against all lost and damage incurred by the Seller as a direct or indirect result of the Buyer's failure to fulfil this obligation.

EXECUTED AS A DEED.

SIGNED SEALED AND DELIVERED

by the Buyer in the presence of:

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Signature of Buyer

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Witness

EXECUTED by the Seller in accordance
with its constitution

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Signature of the Seller