

## BUILDING COVENANTS

### “Perwillowen Park”

1. The Buyer acknowledges that the Land hereby sold is part of a residential estate to be known as “Perwillowen Park”, the principal aim of which is to establish a high class and well-designed living environment.
  2. The Buyer also acknowledges that in order to protect the Buyer’s investment in the Land it is desirable that control be exercised by the Seller to ensure that all dwelling houses erected within the estate are of a sufficiently high standard of design. This will ensure that the estate is developed in an aesthetically and environmentally pleasing manner. In recognition of this the Buyer agrees with the Seller to be bound by the Covenants contained in paragraph 3 hereof and the balance of the content of the clauses comprising this document.
- 3.1 Amenity:
- (a) A prime consideration of the Seller is to ensure that “Perwillowen Park” maintains a strong visual appeal, both from the street and with respect to the surrounding natural environment. Therefore, detrimental amenity impacts including such items as highly reflective roofing; exposed water storage tanks; garbage bins, air conditioning units and any other unsightly home aspects as seen from the street and neighbouring properties are prohibited.
  - (b) Other elements that will not be accepted are exposed or unsightly storage or parking of caravans, containers, boats, vehicles and other unsightly items on the Land, noting that this is not about prohibition of boats and the like, but ensuring that such items are appropriately and tastefully stored.
  - (c) Motor vehicles, caravans etc: In building works, adequate provision shall be made for the accommodation of all motor vehicles, caravans, boats and trailers by way of lock-up garage and/screened carports.
  - (d) Screens: Where reasonably practical, having regard to heights, the Buyer must screen under any high-set house so that the underside of the house cannot be seen from the road frontage. The Buyer must screen by way of vegetation all water tanks so that they are not visible from the road frontage.
  - (e) Swimming Pool Equipment: Any filtration system and other plant equipment relating to a swimming pool and/or spa bath or other such equipment to be constructed on the Land shall be encased within a structure made of the same materials (and of the same colour) as the dwelling house. The purpose of the equipment housing is to limit noise pollution, as well as conceal the equipment from view.
- 3.2 Dual Occupancy Dwellings: Dual Occupancy dwellings will only be permitted on Lots 4, 16, 18, 22, 25, 30 and 32, as shown on the Plan of Development, approved by Sunshine Coast Regional Council and in accordance with the Sunshine Coast Planning Scheme 2014 (as amended). Construction of Dual Occupancy dwellings must comply with the requirements of the Planning Scheme (as amended) and the following mandatory requirements:

- (a) each dwelling on a dual occupancy lot must have a minimum of a two-car space garage (double garage) for each dwelling;
- (b) the streetscape view of the Land must not be dominated by garages. To that end, only one double garage is to face the street frontage, unless on a corner block in which case, one garage may face each street, unless approved otherwise by the Seller;
- (c) only the following driveways will be permitted:
  - I. a single driveway with a maximum width of four metres at the kerb invert and a maximum width of five metres at the Land Boundary; or
  - II. two single width driveways complying with clause (I.) above which are:
    - i. a minimum of 15 metres clear distance apart; or
    - ii. if on a corner lot with street access on two separate sides, a separate driveway from each street is permitted.

3.3 Secondary Dwellings: The buyer, of any Lot, must not construct a Secondary Dwelling or Granny Flat on the land.

3.4 The Buyer must submit building plans for all improvements proposed on the Land to the Seller and obtain the written approval from the Seller before commencing any improvements on the Land. The Buyer must ensure that all proposed building work complies with the requirements of the Sunshine Coast Regional Council Planning Scheme, these building covenants and all statutory requirements.

3.5 Building Materials: Unless otherwise first approved by the Seller, no dwelling house (including garage and/or carport areas and/or any other improvement permitted under these Covenants) shall be erected or constructed on the Land of materials other than:-

- (a) external walls or wall cladding of brick, timber, rendered blockwork or stone, or such other materials as may be approved in writing by the Seller;
- (b) roof materials of colorbond sheeting, decrabond material, or clay, terracotta, quality concrete tiles or such other materials as may be approved in writing by the Seller;

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

3.6 Paint: All exterior surfaces, with the exception of clay brick or stone, must be painted prior to the completion of the dwelling.

3.7 Ancillary Buildings: No building ancillary to any dwelling house shall be erected or constructed on the Land unless it is built in a manner consistent with the design and construction of the dwelling house, and using the same material used as the dwelling house, except for prefabricated garden sheds not exceeding 4m x 6m or having a total area not exceeding 24m<sup>2</sup> which shall have all exterior surfaces (including roof) professionally coated (eg colorbond) so as to be completely non-reflective, which are permitted.

3.8 Uncompleted structures: No improvements in the course of being erected or constructed on the Land shall be left without substantial work being carried out for a period longer than two (2) months.

Total construction time for erection or construction of the dwelling house to issue of a Certificate of Final Inspection shall not exceed six (6) months from the date of commencement of that construction or such further period as agreed to in writing by the Seller. The Buyer must commence construction of a dwelling within 12 months of the Settlement Date.

- 3.9 Occupation: The Land shall not be used for residential purposes until the erection or construction of a dwelling house and garage or carport in accordance with the provision if these Covenants and until such improvements have been finally inspected and passed by the Local Authority or a Private Certifier.
- 3.10 Temporary Structures and Removal Houses: No temporary dwelling, removal house or substandard structure shall be brought onto the Land.
- 3.11 Rubbish: No rubbish, soil or other material shall be allowed to accumulate or be placed on the Land. In the event of rubbish accumulating on the Land or there being excess growth of grass or vegetation or if such grass or vegetation becomes unsightly or in need of the cutting or slashing, then the Seller and its agents and workmen shall generally clean and tidy the Land and remove rubbish and other unnecessary materials from the Land and surrounding areas of the Land at the expense of the Buyer. The Buyer further agrees that any costs incurred by the Seller in exercising its rights under this clause shall be a liquidated debt due and payable by the Buyer to the Seller forthwith upon the delivery by the Seller to the Buyer of a written statement of such costs incurred.
- 3.12 Land Maintenance: Prior to, during and after construction commencing, the Land must be well maintained, mown and kept clear of excessive weeds and rubbish including but not limited to building materials, cut offs and scrap.
- 3.13 Driveways: Driveways are to be sealed from the road kerb to the driveway garage doors/carport at the time of dwelling construction and shall be in accordance with the Sunshine Coast Regional Council relevant standard.
- 3.14 Fencing and Animal Restrictions: Fencing is generally encouraged and is a necessary component to provide security for native wildlife from domestic animals given the vegetation forming a backdrop to "Perwillowen Park". Any dog or cat must be confined to the Land.
- 3.15 Landscaping: All road frontages to the Land are to be landscaped (preferably with native plants) within three (3) months of dwelling construction and maintained to enhance the amenity for the owner and the local community within "Perwillowen Park".
- 3.15 The Buyer, as land owner, must obtain the written approval from the Seller before commencing any improvements on the Land. The Buyer must ensure that all proposed building work complies with the requirements of the Sunshine Coast Planning Scheme, these building covenants and all statutory requirements.
4. Dividing Fences – Erection and Maintenance: The Seller and Buyer agree that, notwithstanding anything in the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 to the contrary contained, the Seller shall not be liable for or required at any time by the Buyer, his/her executors or administrators, to join in or contribute towards the expense of maintaining or erecting any fence or fences between the Land hereby sold and any adjoining land of the Seller.
5. Liability for Damage: The Buyer hereby indemnifies the Seller against any damage, loss, costs or expense suffered or incurred by the Seller with respect to any lost or damaged survey pegs or any damage to footpath profiles, road guttering and/or driveways/footpaths contiguous to the Land as

a result of any works being carried out by or on behalf of the Buyer's servants, employees, agents, invitees, licensees, contractors or sub-contractors. If the Buyer fails to repair such damage then the Seller may rectify the damage at any time and the cost of rectifying that damage shall become a debt payable to the Seller by the Buyer upon demand.

6. Sale: The Buyer shall not sell, assign, transfer or dispose of its interest in the Land without first obtaining from the Purchaser, transferee or disponee a written Deed of Covenant in favour of the Seller in the same terms as these Covenants including this paragraph 6. The parties agree that the provisions of this covenant will not merge on completion of this Contract.
7. Breach: The Buyer hereby agrees that in relation to any breach of these Covenants capable of being rectified the Buyer grants to the Seller an irrevocable Licence to enter upon the Land and or do any act, perform any building work, remove any building construction or other improvements, fences or materials, or object of whatsoever nature and other wise act with a view to remedying any such breach PROVIDED THAT the Seller first gives reasonable notice (being not less than 14 days) to the Buyer before entering upon the Land. The Buyer further agrees that any costs incurred by the Seller in exercising its rights under this clause shall be a liquidated debt due and payable by the Buyer to the Seller forthwith upon the delivery by the Seller to the Buyer of a written statement of such costs incurred.
8. Relaxation: The Seller shall from time to time and in its absolute discretion have the right to make a modification, waiver, release or relaxation of any of these Covenants, obligations or other stipulations contained herein or in the said Deed of Covenant contained or implied on the part of the Buyer to be performed or complied with by the Buyer or by which the successor in title may be bound. In the event of the Seller making any modification, waiver, release or relaxation of these Covenants, the Buyer or successor in title or any other person or company shall have no claim whatsoever against the Seller arising directly or indirectly from the aforesaid, whether the same shall be made innocently or deliberately or by violation by the Seller or its successors in title.
9. Third Parties: It is hereby acknowledged and agreed by the Seller and Buyer that it is not the intention by virtue of these covenants to create any legal duty enforceable by a third party pursuant to section 55 of the Property Law Act. These Covenants shall bind the Buyer, his executors, administrators, personal representatives, successors and assigns.
10. Name Change: The Buyer shall have no claim against the Seller if the name of the residential estate is changed from "Perwillowen Park" or has no name at all.
11. Building and Other Legislation Amendment Act 2009

This Building Covenant is to be read and applied subject to the requirements of the *Building and Other Legislation Amendment Act 2009* (Act). If any terms, requirements or conditions in this Building Covenant (or any part of them) are invalid or unenforceable for any reason (including as a result of the application of the Act) the remaining terms, requirements or conditions will continue to apply and will be valid and enforceable to the fullest extent permitted by law.

12. Charge over Land

The Buyer hereby grants to the Seller a Charge over the Land to secure the Buyer's obligations under these Building Covenants. The Buyer agrees that the Seller may lodge a Caveat on the Title to the Land to give notice of its interest in the Land pursuant to the Charge. The Buyer must provide to the Seller within seven (7) days of request a Form 18 General Consent to the Caveat for lodgement with the Caveat.

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Seller

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Buyer

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Seller

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Buyer