

WINDSOR PARK

BURNSIDE

Building Covenants

1. The Buyer acknowledges that the Land hereby sold is part of a residential estate to be known as **“Windsor Park, Burnside”**. The principle aim of this covenant 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 and construction**. This ensures that the estate is developed in a modern and attractive manner that will present an aesthetically and environmentally attractive appearance. 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.



Visual Amenity

- 3.1 **Visual Amenity:** A prime consideration of the Seller is to ensure that Windsor Park, Burnside maintains a strong visual appeal, both from the street and with respect to the surrounding natural environment.
 - (a) In preparing for the dwelling construction, the potential impact that the design of the home and infrastructure will have within this residential community must be considered and addressed. Negative impacts may include but are not limited to highly reflective roofing; exposed water storage tanks; exposed garbage bins and any other unsightly home aspects as seen from the street and neighbouring properties.

- (b) Other elements that will not be accepted or tolerated are unsightly storage or parking of caravans, containers, boats, vehicles and other unsightly items on the Land that are exposed to the public. Note that this is not about prohibition of boats and the like, but ensuring that such items are appropriately and tastefully stored.
- (c) 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, screened carports or storage areas.

House Building Materials

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

- (a) brick, timber, rendered blockwork or stone, or such other materials as may be approved in writing by the Seller for construction of external walls or wall cladding.



- (b) Colourbond sheeting, Decrabond material, or clay, terracotta, quality concrete tiles or such other materials as may be approved in writing by the Seller for roof construction.
- (c) 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.
- (d) Dwelling construction of HardiPlank™ or unrendered and unpainted blockwork will not be permitted.



Paint

3.3 **Paint:** All exterior surfaces, with the exception of clay brick or stone, must be painted prior to the completion of the dwelling. For clarity, all blockwork must be rendered and painted.

Sheds and Ancillary Buildings

3.4 **Ancillary Buildings and Garden Sheds:** 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 unless approved in writing by the Seller.

Alternatively, prefabricated garden sheds not exceeding 6m x 3.5m or having a total area not exceeding 21m² which shall have all exterior surfaces (including roof) professionally coated (e.g. Colourbond) so as to be completely non-reflective, are permitted. The eaves height of any such Colourbond shed shall not exceed 3m. All ancillary buildings and sheds must be positioned behind the front alignment of the dwelling house.

Uncompleted Structures

3.5 **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 months. Total construction time for erection or construction of the dwelling house to issue of a Certificate of Final Inspection shall not exceed six months from the date of commencement of that construction or such further period as agreed to in writing by the Seller.

Occupation

3.6 **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 provisions of these Covenants and until such improvements have been finally inspected and passed by the Local Authority or a Private Certifier. The dwelling may not be used as a display home without the written consent of the Seller.

Temporary Structures

3.7 **Temporary Structures and Removal Houses:** No temporary dwelling, removal house or substandard structure shall be brought onto the Land.

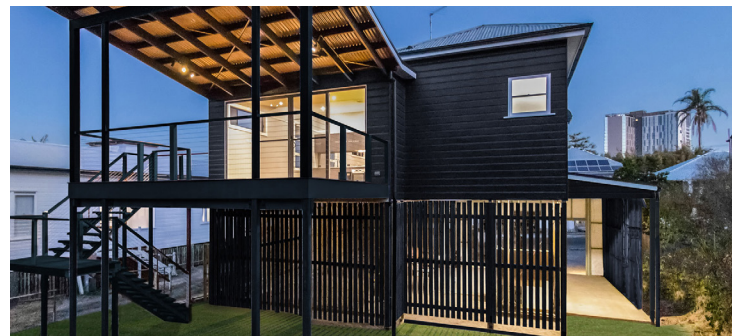
Rubbish

3.8 **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.



Screens

3.9 **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 fencing, screens, or vegetation all water tanks, rubbish bins and other unsightly household aspects so that they are not visible from the road frontage.



Land Maintenance

3.10 **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. The Buyer must not permit, cause or authorise any damage to any adjoining lot or any part of the development. Where such damage occurs, the Buyer will be responsible to pay the cost of the work for repair and rectification as determined by the Seller.

Pool Equipment

3.11 **Swimming Pool Equipment:** Any filtration system and other plant or equipment relating to a swimming pool and/or spa bath or other such equipment shall be constructed on the Land and shall be encased within a structure made of the same materials (and of the same colour) as the dwelling house. Pool equipment structure is to limit noise pollution from the filter, as well as conceal the equipment from view.

Driveways

3.12 **Driveways:** Driveways are to be no less than 3m wide, 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 Council relevant standard.

Fencing and Animals

3.13 **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 Windsor Park, Burnside. Dogs must be confined to the Land. Cats may only be kept when permanently confined within the dwelling and/or a purpose-built cat enclosure within the backyard of the Land. Any road frontage fences are to be solid for the maximum equivalent face area of a 900mm high fence, i.e. 900mm high fence may be 100% solid, a 1200mm high fence is to be no more than 75% solid. Fences from the frontage and back to the front of the building line shall not exceed 1200mm high. The balance fencing to the side and rear boundaries should ideally not exceed 1500mm high and with an absolute maximum of 1800mm high.

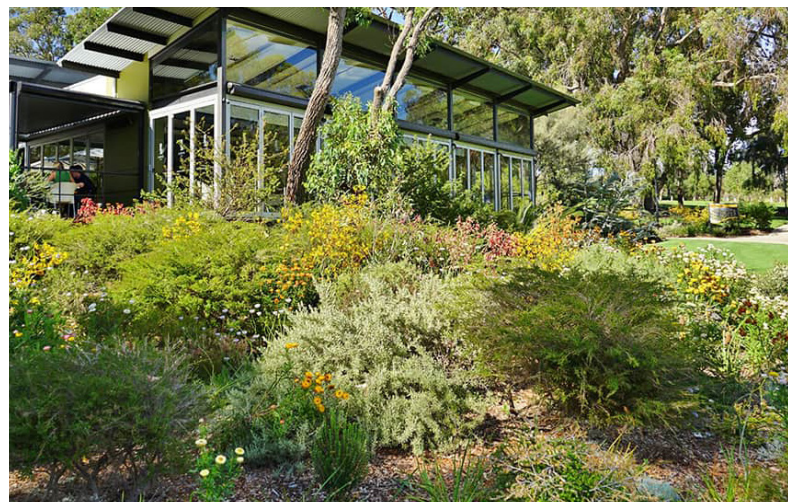
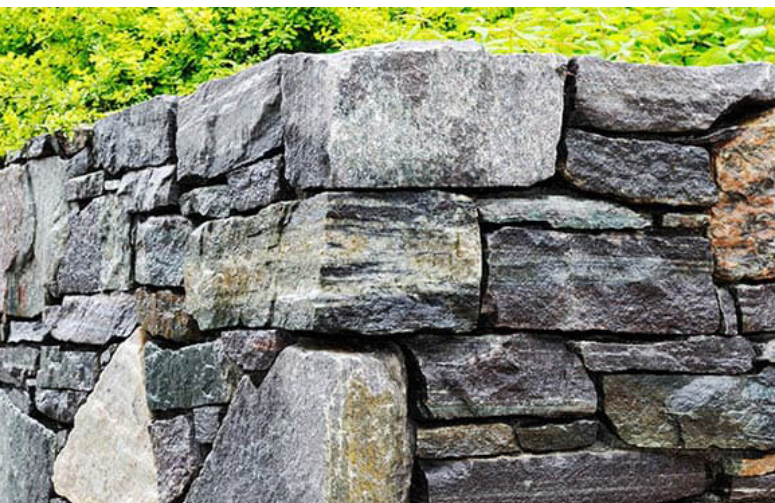


Landscaping

3.14 **Landscaping:** The area between the front of the dwelling and the boundary line fronting the road to the Land is to be landscaped (preferably with native plants) within three months of dwelling construction and maintained to enhance the amenity for the owner and the local community within Windsor Park, Burnside.

Retaining Walls

3.15 **Retaining Walls:** Retaining walls which are visible from the street or other public areas shall only be constructed of concrete masonry with a rendered paint finish or select stone. For walls which are less than 600mm high, a timber sleeper wall may also be used.



Secondary Dwellings

- 3.16 **Secondary dwellings:** It is the Seller's discretion to consent or refuse the Buyer constructing a secondary dwelling on the Land. If the Seller consents to the Buyer constructing a secondary dwelling on the Land, the Buyer must comply with the requirements of the Sunshine Coast Planning Scheme (as amended) and the following mandatory requirements:
- (a) the secondary dwelling must have a minimum of two car spaces, with at least one being covered;
 - (b) the streetscape view of the Land must not be dominated by garages. To that end, a double garage for the primary dwelling only is to face the street frontage, 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 as detailed in (i) which are a minimum of 12 metres clear distance apart.

Dual Occupancy

- 3.17 **Dual Occupancy dwellings:** It is the Seller's discretion to consent or refuse the Buyer constructing a Dual Occupancy dwelling on the land. If the Seller consents to the Buyer constructing dual occupancy dwellings, they must comply with requirements of Sunshine Coast 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 12 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.

Building Plans

3.18 **Approved Building Plans:** The Buyer must submit building plans, along with the supplied checklist, 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 Planning Scheme (as amended), these building covenants and all statutory requirements.

Dividing Fences

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 or road reserve.

Damage Liability

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, roads, kerb and channel, driveways, footpaths or other infrastructure contiguous to the Land as a result of any works being carried out by or on behalf of the Buyer, 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.

Sale

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 donee 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.

Breaches

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 otherwise act with a view to remedying any such breach PROVIDED THAT the Seller first gives reasonable notice (being not less than seven 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.

Modifications

8. **Covenant Modification:** The Seller shall from time to time and in its absolute discretion have the right to make a modification, variation, waiver, release or relaxation of any of the 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, variation, 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.

Third Parties

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.

Name Changes

10. **Name Change:** The Buyer shall have no claim against the Seller if the name of the residential estate is changed from Windsor Park, Burnside or has no name at all.

Building Law and Code

11. Building Act 1975 (Qld) and Building Regulation 2006 (Qld) (the "Building Law and Code")

These Covenants are to be read and applied subject to the requirements of the Building Law and Code. The Buyer must also ensure that all proposed building work complies with the requirements of the Sunshine Coast Planning Scheme (as amended) and all statutory requirements.

If any terms, requirements or conditions in these Covenants (or any part of them) are invalid or unenforceable for any reason (including as a result of the application of the Building Law and Code) the remaining terms, requirements or conditions will continue to apply beyond the settlement date of the Contract of Sale and into the future and will be valid and enforceable to the fullest extent permitted by law.

Executed by:

Please complete the following details and return it with your plans and checklist to:

Blue Sky Estates Pty Ltd
C/-Subdivisions (Qld) Pty Ltd
PO Box 268
NAMBOUR QLD 4560

Email: admin@subdivisionsqld.com.au

Signature: _____

Buyer 1 (Full name): _____

Date: _____

Signature: _____

Buyer 2 (Full name): _____

Date: _____