

**SPRING MOUNTAIN**  
ACREAGE ESTATE  
**Building Covenants**

**Spring Mountain Acreage Estate**  
**STAGE 18C**

1. **Overall standard**

- (a) All improvements built on the Land must be of a quality and nature in keeping with the overall standard of the Estate.
- (b) The Buyer must maintain:
- (i) the Land;
  - (ii) all improvements on the Land; and
  - (iii) the road verge area,
- in a tidy and presentable state at all times.
- (c) After completion of any building works, the Buyer must restore and make good any damage caused to the Land and the road verge area.

These Building Covenants contain building guidelines in:

- a) Covenant 3.2 **Specific Guidelines**; and
- b) Covenant 4 **Mandatory Guidelines**,

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.

Accordingly, the Seller may, considering the purposes of these Building Covenants and the quality and nature of the Estate, approve the use of alternate materials if the Seller is satisfied, acting reasonably, 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 elements:

- 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, rainwater tanks etc;
- enhancement of building elements for external walls, roofs and interior finishings;
- sensitive site orientation and passive climate control via breeze ways and natural forms of ventilation and landscape; and
- slope sensitive design which should minimise earthworks and include contemporary pole dwellings, concrete framed dwellings with suspended floors which overlay the natural contours and split-level dwellings with suspended floors. The 80% brick cladding requirement in Covenant 3.2(a) **Cladding** may be relaxed for such designs in favour of other suitable treatments.

2. **Building Covenants**

2.1 **Section 55 Property Law Act**

These Building Covenants do not create any duty enforceable by a third party under the *Property Law Act 1974*.

2.2 **No building of improvements that do not comply**

The Buyer must not build any:

- a) house;
- b) garage;
- c) shed separate from the house; or
- d) or other improvements,

that do not comply with these Building Covenants.

2.3 **Status of Seller's approval**

No approval granted by the Seller constitutes any representation as to the adequacy, suitability or fitness for purpose of any plans and specifications, designs, or proposed structures.

3. **Environmentally sensitive designs and materials**

3.1 **Alternate designs and materials**

### 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 **Alternate designs and materials**, 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 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.

### 4. Mandatory Guidelines

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 under Covenant 3.1 **Alternate designs and materials**, comply with the following requirements:

(a) **Floor Area**

The internal floor area must not be less than 230 m<sup>2</sup> (excluding the garage and any decks or verandas). The internal floor area is measured over the inside of the external walls and can include dedicated Outdoor Living Rooms to a maximum of 30m<sup>2</sup> total, provided they are under the same roof as the dwelling and form an intricate part of the dwelling design and living area. Refer to definition of "Outdoor Living Room" in clause 7 **Dictionary**.

(b) **Garage**

The Land must include a lock-up garage or a carport behind the building line and no more than 5m in front of the front porch/portico 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.

No garage may be occupied as a dwelling.

(c) **Sheds**

Only one shed is permitted on the Land.

All sheds constructed on the Land must:

- (i) be constructed behind the main dwelling 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:
    - (A) 3.6 metres for external walls; and
    - (B) 4.5 metres at the ridge line, unless otherwise approved by the Seller;
  - (vii) have a total floor area not exceeding 100 m<sup>2</sup>, unless otherwise approved by the Seller on a case by case basis; and
  - (viii) be approved by Council.
- No shed may be occupied as a dwelling.

(d) **Temporary structures**

- (i) 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.

Buyer to comply with the requirements.

- (ii) No structure previously built or placed on the Land, and no caravan, tent or mobile home may be maintained or brought onto the Land.
- (iii) No temporary structure may be occupied as a dwelling.

(h) **Fencing and gates**

- (i) No metal profile or pipe, zincalume or fibre cement sheeting shall be used in the building of any fence.
- (ii) Fencing must comply with the provisions of the Development Permit.
- (iii) 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.
- (iv) 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 in accordance with Council requirements of timber split post, metal pickets, timber post and timber rail, rural style mesh or as otherwise approved by the Seller.
- (v) 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.
- (vi) All gates are to be made of materials which are complimentary to the fencing material as approved by the Seller and subject to any necessary Council requirements or approvals. Colorbond gates are not permitted.

(e) **Use of new materials**

In any building only new building materials may be used. No second hand or substandard materials may be used.

(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 and completion of construction**

- (i) Construction of the house must:
  - (A) must not be left at any time without substantial work being carried out for more than 1 month.
  - (B) be completed (not including landscaping) within 12 months from commencement of construction.
- (ii) If, despite taking reasonable steps to comply with the completion of construction and other requirements set out above, the Buyer suffers demonstrated delays or experiences factors beyond their reasonable control that have prevented them from satisfying the relevant timeframes, the Seller will not unreasonably withhold its agreement to a modest extension of the specified timeframes to enable the

(i) **Building envelopes**

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 as approved by Council.

(j) **Excavation**

- (i) All natural ground levels are to be maintained except if excavation or land fill is required to allow the construction of approved buildings or structures.
- (ii) No soil or gravel is to be removed from the Land except by way of excavation of the foundations of the structure to be constructed or in preparing and laying out gardens associated with the structure.

as approved by Council. 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 authorised persons and Buyers are advised to familiarise themselves with Council on their waste water treatment policy and requirements.

(k) **Rainwater tanks and wastewater systems**

- (i) Rainwater tanks:
  - (A) are to be of a commercial design approved by Council and made of material certified as suitable by a registered professional engineer; and
  - (B) must be screened from public view and must not be positioned in front of the main dwelling; and
  - (C) must not detract from the visual amenity of the Estate.
- (ii) All houses must be built with a domestic wastewater treatment system in accordance with the Australian Standard and any Council requirements in relation to wastewater treatment policy.
- (iii) In accordance with Council requirements, treatment systems are to surface irrigate the treated effluent within the building envelope

(l) **Landscaping**

- (i) Within 6 months after occupation of the house construction, 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.
- (ii) If despite taking reasonable steps to comply with the completion of landscaping as set out above, the Buyer suffers demonstrated delays or experiences factors beyond their reasonable control that have prevented them from satisfying the relevant timeframe, the Seller will not unreasonably withhold its agreement to a modest extension of the specified timeframes to enable the Buyer to comply with the requirements.

(m) **Rubbish and Waste Materials**

- (i) Rubbish must not accumulate or be placed on

the Land. If, in the reasonable 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 within a reasonable period, the Seller may enter onto the Land and remove the rubbish. Any costs reasonably incurred by the Seller concerning such rubbish removal and associated tidy up 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.
- (iii) The use of skip bins is encouraged for rubbish disposal purposes during all building activities. If "reo sheet bins" are used, they must be lined, emptied regularly and maintained in a presentable manner.

(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, such approval not to be withheld unreasonably.

(p) **Vehicle Restriction**

No vehicles exceeding 5 tonnes (GVM) or other vehicles carrying bulk fuel or noxious or offensive materials are permitted to be parked within the Estate.

5. **Seller's written approval of building plans**

- (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 the Seller's decision within 21 days after receiving all necessary information and final plans and will not unreasonably withhold its consent if the plans and specifications comply with these Building Covenants.
- (c) Building must not commence until the building plans and specifications have been approved by the Seller.
- (d) If these Building Covenants require a higher standard of building or shed than required by:
  - (i) industry standards;
  - (ii) Council regulations and by-laws; or
  - (iii) the Queensland Building Services Authority, (Industry Standard)), the Buyer must comply with these Building Covenants.
- (e) If these Building Covenants require a lower standard of building or shed than required by the Industry Standard, the Buyer must comply with the Industry Standard.

6. **Development Permit prevails**

To the extent that there is any inconsistency with these Building Covenants and the Development Permit, the provisions of the Development Permit prevail.

7. **Dictionary**

In these Building Covenants, unless the context otherwise indicates:

<b>Term</b>	<b>Meaning</b>
<b>Council</b>	means Logan City Council.
<b>Covenant, Covenants or Building Covenants</b>	means the specific Estate covenants as contained in this document.
<b>Development Permit</b>	means the development permit issued by Council in respect of Stage 18C of the Estate, being Development Application No. RL/44/2008/K or later.
<b>Estate</b>	means the master planned <b><i>Spring Mountain Acreage Estate.</i></b>
<b>Land</b>	means the land owned or to be owned by the Buyer in the Estate.
<b>Outdoor Living Room</b>	<p>means an attached room having at least one wall common with the main dwelling, built of materials compatible with the main dwelling that is wholly under the main roof, generally at the same floor level of the main dwelling and which by nature of its design, fittings and fixtures is clearly intended to be used as an extension to and in conjunction with the main dwelling floor plan.</p> <p>Fittings and fixtures will include, but are not limited to, such items as a ceiling, lighting and power installations, ceiling fans, built-in benches, wet areas and barbecues.</p> <p>The definition excludes verandahs, balconies, porticos, loggias, porches, patios and the like</p>

Annexure E Deed Poll

TRANSFER COVENANT - DEED POLL - SPRING MOUNTAIN ACREAGE ESTATE (ESTATE)

TO:	<b>Peet Limited ACN 008 665 834</b>	(Developer)
FROM:	[insert New Owner's name]	
	[insert New Owner's address]	
	[insert New Owner's name]	
	[insert New Owner's address]	
	[insert New Owner's email address]	(New Owner)
ESTATE:	<b><u>Spring Mountain Acreage Estate</u></b>	
LAND:	Lot «Lot» on SP334292	in the Estate

**BACKGROUND**

- A. The Land forms part of the Estate which is a quality residential community.
- B. Unsold lots in the Estate are a valuable asset of the Developer.
- C. Sold lots in the Estate are valuable assets of their owners.
- D. The value of these lots depends, in part, on the Estate continuing to be regarded as a quality residential community.
- E. Accordingly, it is necessary and in the interest of the Developer and other owners of land within the Estate that the Developer exercises supervision and control over various elements concerning the Estate, including regulating the design and construction standard of dwellings, other improvements and landscaping within the Estate as contemplated by this Deed Poll.
- F. The New Owner is buying or has agreed to buy the Land.
- G. The New Owner is required by the terms of the contract that the New Owner has entered into to buy the Land, to enter into this Deed Poll.

**OPERATIVE PART**

**BUILDING COVENANTS**

- 1. The New Owner agrees to abide by the terms of the Building Covenants up to and including the Building Covenants End Date as though the:
  - (a) New Owner was the **Buyer**, and
  - (b) Developer was the **Seller**,referred to in the Building Covenants.
- 2. The Developer may:
  - (a) seek any injunction from a court to prevent the New Owner breaching its obligations under this Deed Poll;
  - (b) vary or modify the Building Covenants from time to time in relation to any land within the Estate, other than the Land;



- (c) exclude or elect not to enforce the Building Covenants or parts of them; and
  - (d) interpret and apply the Building Covenants and the intent of the Building Covenants,
- in respect of any land within the Estate in any way the Developer determines in its discretion.
- 3. The New Owner authorises the Developer and any agents of the Developer to enter onto the Land to undertake any works required in order to rectify any non-compliance by the New Owner with the Building Covenants, providing the Developer first gives notice to the New Owner to rectify any non-compliance and the New Owner fails to rectify within a reasonable period. Any reasonable costs incurred by the Developer in effecting rectification are recoverable by the Developer from the New Owner as a liquidated debt.
  - 4. The New Owner must not cause or permit to be caused any damage to trees or other vegetation on adjoining land by works on the Land.

#### **DEVELOPMENT OF THE ESTATE**

- 5. The New Owner acknowledges that:
  - (a) construction of the Estate may not be totally complete at the Effective Date; and
  - (b) further construction of the Estate may be carried out after the Effective Date,

**(Continued Construction Activities).**
- 6. The New Owner will not Object to:
  - (a) Continued Construction Activities or other things done within the Estate including any dust, noise, nuisance or other inconvenience which might arise from those activities;
  - (b) the use by the Developer and any party authorised by the Developer of parts of the Estate for construction access and storage of building materials, vehicles, equipment or fill associated with Continued Construction Activities, provided that does not interfere with the reasonable use of the Land;
  - (c) the Developer and any party authorised by the Developer causing areas to be temporarily closed off to facilitate Continued Construction Activities; or
  - (d) the Developer not making available for use by occupants certain areas of Estate (including hoarding or closing off areas to prevent access and use) due to safety reasons or to enable Continued Construction Activities,

including if these things occur for an extended period after the Effective Date.
- 7. The New Owner must comply with any reasonable directions of the Developer and any contractor appointed or authorised by the Developer while Continued Construction Activities are being carried out, including directions related to traffic flow, both vehicle and pedestrian.
- 8. To facilitate the Continued Construction Activities, the New Owner irrevocably grants to the Developer and its agents a licence to enter and remain on the Land with any machinery, tools, equipment, vehicles and workmen as is reasonably required to inspect and undertake works until the stage in which the Land is located has been accepted as off maintenance by the relevant Authority. The Developer must:
  - (a) give reasonable notice to the New Owner before accessing the Land;
  - (b) so far as reasonably possible causes minimal disturbance to any occupant of the Land; and
  - (c) repairs any damage caused to the Land.

#### **FUTURE APPLICATIONS**

- 9. The New Owner acknowledges that:
  - (a) the Estate may be developed progressively by the Developer; and
  - (b) this involves or will involve (amongst other things) the progressive carrying out of various works and the making of town planning and building applications of various types to Authorities (**Applications**).
- 10. The New Owner must not make or maintain any objection either alone or jointly with others against any of the Applications provided that the proposed uses under the Applications are permitted by the relevant Authority and it is in keeping with the types of developments that would reasonably be expected in a residential estate and the Estate.



#### **RETAINING WALLS**

11. The New Owner must:
- (a) not construct any type of wall or fence on top or adjacent to any Retaining Wall, without the prior consent of the Developer which may not be withheld unreasonably, but may be given subject to reasonable conditions;
  - (b) not change or remove the Retaining Wall unless a qualified professional first determines that the Retaining Wall may be changed or removed;
  - (c) have a qualified professional inspect the Retaining Wall at regular intervals;
  - (d) maintain the Retaining Wall in the same condition as at Effective Date, fair wear and tear excepted; and
  - (e) not do anything that may compromise the structural integrity of the Retaining Wall.
- 11.2 Subject to any statutory and common law rights of the New Owner, the New Owner must not:
- (a) Object concerning the construction, location or design of any Retaining Wall; or
  - (b) require the Developer to remove or relocate any Retaining Wall.

#### **FENCING**

12. Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Developer need not contribute to the cost of building any dividing fence or relocating any fence between the Land and any adjoining land owned by the Developer. The New Owner waives any right to claim contribution from the Developer. The New Owner acknowledge that this clause is an agreement made between adjoining owners about a dividing fence for the purposes of section 10 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 (Qld)*.
13. If the Developer has installed any fencing on the Land then the New Owner covenants with the Developer that the New Owner will maintain such fence in good condition, following settlement.

#### **DUPLEXES AND MULTIPLE DWELLING UNITS**

14. Certain lots within the Estate may be designated by the Developer or an Authority as duplex dwelling and / or multiple dwelling unit lots (**MDU Lots**).
15. The Developer will not be complying with the development approval conditions for MDU Lots. The New Owner must comply with the development approval conditions for MDU Lots.
16. MDU Lots may require further compliance assessment and the New Owner may be required to incur additional payments pursuant to the approvals for the development of any dwelling, including infrastructure contributions.
17. The New Owner must not apply to the relevant Authority to designate the Land as a MDU Lot or an individual lot or further subdivide the Land without the express written consent of the Developer.

#### **COVENANT ON SALE OF LAND**

18. The New Owner agrees not to sell, transfer, dispose of, lease or in any other way part with possession of the Land without first obtaining a covenant from any dispoonee in favour of the Developer on the same terms as this Deed Poll.
19. Notwithstanding the sale or other disposal of the Land by the New Owner, that New Owner remains liable for all breaches of this Deed Poll or the covenants included in the Building Covenants) that occurred on or before the completion of the sale or disposal by the New Owner.

#### **FENCING**

20. In this part:
- (a) **Fencing** means, as the context requires fencing:
    - (i) already installed as at the Effective Date; and
    - (ii) fencing which is to be installed under authority of paragraph 22 below, which, subject to the right of the Developer to make variations that do not materially prejudice the New Owner, must either be the type of fencing:

- (A) specified in the Landscaping Plan; or
  - (B) if a type of Fencing is not specified in the Landscaping Plan, Fencing in accordance with the Fencing Specifications; and
- (b) **Fencing Specifications** means a 1.2 metre high timber, post and rail fence to the front boundary of the Land (except for that part of the front boundary of the Land where the driveway is located) as selected by the Seller
21. If the Developer has not already caused Fencing to be installed on the Effective Date, the Developer may, but is not required to, at the Developer's cost, procure the installation of Fencing on or before the date 24 months after the Effective Date (**Fencing Due Date**).
22. Until the Fencing Due Date, the New Owner irrevocably:
- (a) appoints the Developer as the New Owner's agent to engage a contractor (as selected by the Seller, acting reasonably);
  - (b) consents to the Seller engaging a contractor on the New Owner's behalf; and
  - (c) permits the:
    - (i) contractor; and
    - (ii) Seller and any agents of the Seller,to enter upon and occupy such parts of the Property as are necessary,  
to carry out works to install the Fencing (at the Developer's cost).
23. Until the Seller has sold the last lot in the Estate:
- (c) the New Owner must not remove any part of the Fencing; and
  - (d) when any part of the Fencing requires replacement or repair for any reason, the New Owner must replace and repair the Fencing:
    - (i) with the same type of fencing; and
    - (ii) in accordance the Building Covenants,to ensure uniformity within the stage of the Estate within which the Land is situated.

#### GENERAL

24. **Severance** - Any void, voidable or illegal term or sub-clause of this Deed Poll may be severed unless to do so will result in a change to the basic nature of this Deed Poll.
25. **Joint and Several** - The New Owner, if more than one person or entity), agrees that they are jointly and severally liable in relation to the obligations pursuant to the Building Covenants and this Deed Poll.
26. The Developer may seek an injunction from a court to prevent the New Owner breaching its obligations under this Deed Poll.
27. The New Owner acknowledges and agrees that:
- (a) certain covenants contained in this Deed Poll are made for the benefit of third parties, for example other owners within the Estate (**Affected Owners**);
  - (b) an Affected Owner is a third party intended to take the benefit of this Deed Poll for the purposes of the *Property Law Act 1974* (Qld); and
  - (c) an Affected Owner may rely on the covenants contained in this Deed Poll, notwithstanding that they are not a party to the Deed Poll.
28. For the purposes of this Deed Poll:
- (a) **Authority** means any body, government, person or otherwise having or exercising control over the approval of, carrying out of, use or operation of the Land or the Estate or any services to be provided to the Land or the Estate, including, but not limited to, the Local Government and the department of Economic Development Queensland.

- (b) **Building Covenants** means the **Building Covenants** attached to this Deed Poll, as amended by the Developer from time to time.
- (c) **Building Covenants End Date** means **31 December 2028**.
- (d) **Effective Date** means the date the New Owner become the owner of the Land.
- (e) **Object** or **Objection** means to object generally and includes:
  - (i) object to a variation, change or substitution;
  - (ii) claim compensation;
  - (iii) require the Developer to carry out any works to the Land;
  - (iv) withhold a consent;
  - (v) make any claim, demand, appeal or suit of any nature; or
  - (vi) seek an injunction.
- (f) **Retaining Wall** means a retaining wall structure on or associated with the Land (including a retaining wall on adjoining land which impacts on the Land) and includes:
  - (i) any element or part of the retaining wall structure; and
  - (ii) footings of or batters adjoining the structure.

29. Queensland Law applies to this Deed Poll. The New Owner submits to the jurisdiction of the courts of Queensland.

30. This Deed Poll takes effect from the Effective Date.

31. The New Owner must give to the Developer a copy of this signed and witnessed Deed Poll.

DATED THIS \_\_\_\_\_ 20\_\_\_\_.

**SIGNED AND DELIVERED AS A DEED POLL**

**SIGNED, SEALED AND DELIVERED** by the )  
New Owner in the presence of: )

\_\_\_\_\_  
**New Owner's Signature**

\_\_\_\_\_  
Witness

**SIGNED, SEALED AND DELIVERED** by the )  
New Owner in the presence of: )

\_\_\_\_\_  
**New Owner's Signature**

\_\_\_\_\_  
Witness