

THE RIVERS EDGE MOOLOOLAH COVENANTS

MOOLOOLAH MANAGEMENT PTY LTD ("MM") is pleased to present its new residential estate, on the banks of the upper reaches of the Mooloolah River, fittingly called "The Rivers Edge".

In developing the estate, MM recognises the property's characteristics of a rural setting on the banks of a picturesque river, and the desirability of maintaining as much of this character as possible.

This building covenant has been prepared to protect, to the extent that it is practicable, the existing character of the property and to enhance the aesthetic quality of buildings and the standard of living conditions within the estate.

BUYERS OBLIGATIONS

The Buyer agrees with MM as follows:-

1. The Property ("the Lot") the subject of the annexed Contract ("the Contract") is only to be used for a single private dwelling with the garage under the main roof and where permitted by MM, a storage shed. The dwelling is to be designed in the Queensland vernacular and where appropriate in MM's opinion, may be a pole home.
2. The Buyer shall submit Plans and Specifications relating to any improvements proposed to be constructed on the Lot, (including tennis courts, swimming pools, garden sheds and any ancillary structures referred to in clause 11) to MM for approval prior to commencement of construction and the Buyer must not commence the construction of any works on the Lot until MM gives its written approval of Plans and Specifications which detail such works. No fees shall be incurred by the Buyer for MM's consideration of Plans and Specifications except where Plans and/or Specifications do not comply with this Building Covenant and in such case, MM shall be entitled to charge that fee considered by it to be reasonable for assessment and approval of any Plan and/or Specifications not originally submitted.

The Plans to be submitted must contain at least the following:-

- a) Site Plan – showing the boundaries of the Lot and the locations of buildings, driveways, pathways retaining walls, earth banks and associated cut and fill;
 - b) Floor Plan - showing dimensioned layout, garage, garden shed, and area of buildings;
 - c) All elevations with materials and finishes noted;
 - d) Fencing types and their extent.
3. The Buyer shall construct any improvements on the Lot strictly in accordance with the Plans and Specifications previously submitted to, and previously approved of, by MM.
 4. The Buyer must ensure that construction of a dwelling must comply in every respect with the requirements of the Caloundra City Council and must commence within 12 months of the date of the Contract no longer being subject to finance or not being subject to the Buyer entering into a Contract to sell another property and construction must be fully completed within nine (9) months of commencement.
 5. That failure to comply with clause 4 shall entitle MM to require the Buyer to transfer the Lot to a nominee of MM at a price determined by a registered valuer appointed by MM and otherwise on terms stipulated by MM.
 6. No caravan, tent, shed or temporary structure is to be placed on the Lot prior to the commencement of construction of any works on the Lot.
 7. The Buyer must complete construction of driveway to garage, garden landscaping and reinstatement of footpaths within 90 days of the construction of a dwelling reaching 'lockup' stage.
 8. No structure on the Lot shall contain more than two storeys and shall not exceed 8.5 metres in height from the natural ground level on any part of the Lot. The design of any structure shall take into account the effects on neighbouring Lots of Overshadowing, Privacy & Overlooking & Views and Vistas.
 9. The minimum internal floor area of any dwelling constructed on the Lot shall be 170m² not including any garage, external roof area or shed.
 10. There is to be no exposed visible service on any two storey building constructed on the Lot.
 11. The Buyer shall ensure that items similar to and including TV aerials and satellite dishes, clotheslines and hoists, solar panels, water heaters, air-conditioners and incinerators are to be positioned so as to minimise their visual impact and are only to be installed with the prior written approval of MM which shall not be unreasonably withheld.
 12. The Buyer must not construct or allow to be constructed any front fence on the Lot nor any side fencing in front of the building set back line.
 13. The Buyer is responsible to ensure that the geo-technical conditions of the Lot are suitable for the structure intended to be constructed on it.
 14. The Buyer must keep the Lot mown and free of rubbish at all times.
 15. The Buyer must comply with the annexed Building Objectives & Building Construction Type Guidelines.
 16. If the Buyer does not comply with its obligations under the preceding clauses then MM shall be entitled to enter upon the Lot and do anything to remedy such non-compliance and the cost of MM doing so shall be paid by the Buyer.