



THIS SCHEDULE FORMS PART OF THE CONTRACT OF SALE BETWEEN SHABRAE INVESTMENTS PTY LTD AS SELLER AND _____ AS BUYER

1. IDENTIFICATION OF BUILDING COVENANT

This is the building covenant referred to in the contract for the sale of land within the Timbers Reserve Estate. The Buyer shall on the future sale of the land include these covenants as a condition to be met by the subsequent buyer. The Buyer acknowledges and agrees with the Seller that the subject land is part of a premier sustainable housing development the object of which is to establish a modern, well designed and environmentally friendly residential estate. It is hereby acknowledged and agreed by the Seller and the Buyer that it is not their intention by this clause to create any legal duty enforceable by a third party pursuant to Section 55 of the Property Law Act 1974 as amended, and in recognition of the desirability of the construction of a sound, modern and environmentally friendly development throughout the Estate the Buyer agrees and covenants with the Seller that:-

2. COMMENCEMENT ON SITE

The house construction shall begin within 12 months of the purchase of the land and that construction must be completed within 6 months of commencement of construction.

3. APPROVAL REQUIRED BEFORE COMMENCEMENT

The Buyer shall not seek approval or certification of any plans, specifications or such other information as may be required to obtain building approval in respect of the Buyers proposed house construction until such time as the Buyer has received Shabrae Investment's written building approval. The Buyer shall submit architectural working drawings to the Seller for the Seller's approval.

4. TEMPORARY STRUCTURES

Re-locatable home, livable shed, shipping container, temporary dwelling or structure shall not be brought onto or erected on, the subject land and in no case shall any temporary structure be used as a temporary dwelling. Caravans, floats and trailers shall be permitted to be parked on the land but not occupied.

5. DESIGN AND MATERIAL

No dwelling house or attached garage shall be erected unless:

- 1) Only new or recycled quality materials are used for construction.
- 2) Orientation of the house shall be in the most energy efficient way.
- 3) Low water and power consumption fittings must be installed.
- 4) House shall have a built in garage, preferably for 2 vehicles.
- 5) Windows facing the side neighbours must be offset.

For any residence proposed to be constructed on Lots 115 to 136 the Buyer is required to:

- a) Construct using commonly available building materials (except fiberboard or other lightweight materials) with a minimum transmission loss of 25dB
- b) Install single glazed windows with a glass thickness of no less than 3mm.

6. SIZE

The ground floor house size shall be not less than 200sqm. This may include porch, verandah, portico, patio, balcony or covered dining area, but not any detached building.



7. STYLE

Roofing

Roof materials are to be modern and sensitive to the Queensland environment, both in material and colour. The Buyer shall not use industrial profiles such as klip-lok or longline. The roof pitch shall be at least 17 degrees. Other roof styles shall be approved by the Timbers Reserve design experts providing architectural merit can be demonstrated. Flashings, gutters and downpipes shall be painted in complementary colours to the building. Leaf excluding rainwater heads shall be installed.

House

The Buyer shall not replicate the look of a house on the same street and shall endeavor to bring original ideas to the development. The Buyer is encouraged to integrate the following features to improve the street appeal of the building:

- Skillion roof; gable ends, corbelling and finials; panel lift garage doors; increased roof height; entry Portico or verandah.
- The corner lot buildings shall have a façade to face both streets for the purpose of preserving the street appeal of the estate.

8. SHEDS AND GARAGES

Sheds must be built in accordance to the Council's approved specifications. Sheds shall be set back from the fence at least the same distance as the height of the shed or garage, where shadowing of neighbours may occur. Adjoining neighbours may agree in writing to vary this clause to allow the shed to be constructed closer to the boundary as approved by the Council. No sheds are permitted in front of the property. The shed must match the colour of the main dwelling.

9. FENCING COVENANT

Whilst Shabrae Investments remains the owner of any land adjoining the land hereby agreed to be sold, the Buyer shall not require Timbers Reserve to contribute to the construction of any dividing fence between the land hereby agreed to be sold and such adjoining land. Fence shall have the following features:

- Be fauna friendly, using no barbed wire or electric fence;
- Any front fences are to be constructed with a rural or pool style theme;
- Block-out fences are not permitted in front of the building alignment.

10. LANDSCAPING

Landscaping is to be completed within 3 months of practical completion of the main dwelling, incorporating at least 5 shade trees, 20 shrubs and 20 ground covers. A list of recommended native plants is available in the Fraser Coast planning scheme or the Timbers Reserve vegetation plan. The Buyer shall not cut or fill the land more than 500mm or erect any structure that diverts rainwater to the neighbouring property or causes it to pool in their property.

11. CONTINUING MAINTENANCE

The Buyer shall maintain the landscaping and lawns within the Land and that part of the landscaping which extends from the street alignment to the curb. Should Timbers Reserve notify the Buyer that slashing, maintaining or clearing of the Land is necessary to maintain the tidy presentation of the Land; the Buyer shall carry out the works within 14 days. If the Buyer fails to comply with the request to slash, maintain or clean the Land, the Seller may employ a contractor to carry out the slashing, maintaining or clearing and the Buyer shall pay the Seller for the costs incurred by the Seller relating thereto.



12. APPURTENANCES

External TV aerials, radio antennae and satellite dishes must be unobtrusive and screened from the view of the public whenever possible. Solar hot water system should be coloured to suit the surrounds. Air-conditioner compressor, clotheslines and garbage bins must be concealed from the view of the public. PV Solar system is to be installed on a shed or away from the street view whenever possible. Letterbox must be finished in a complementary colour to the main dwelling.

13. SELLERS RIGHT TO VARY OR EXCLUDE ANY COVENANT

The Seller reserves the right at the request of the Buyer or at its own instigation to vary or exclude any of the obligations of the Buyer under this covenant provided that such action will only be taken by the Seller in keeping with the aims to establish a well-designed and environmentally friendly residential estate and the Buyer shall have no right to claim or take any action whatsoever against the Seller in relation to any such variation or exclusion.

14. DEFAULT BY THE BUYER

If and whenever the Buyer shall make any default hereunder the Seller without prejudice to its other rights remedies and power shall be at liberty to enter upon the subject land and to remove any structure or article contravening this building covenant or to perform such work thereon as shall be necessary or expedient for the purpose of having the same comply with this building covenant. The Seller shall be entitled to recover the cost thereof including the cost of storage and disposal from the Buyer.

15. ENERGY

The Buyer is encouraged to consider implementing the following energy efficient features and fixtures: High ceilings; roof ventilation and insulation, low thermal mass insulated materials, louvers; eaves or covered outdoor entertainment areas to the north and west; pale roof colours; minimize western facing windows; plant shade trees to the west; roof overhangs and verandahs.

Timbers Reserve *recommends* at least 20,000L of water storage tanks. These should be installed with the following features:

- tank water plumbed throughout the house, except the kitchen using a self-switching pump
- “first flush” device is to be fitted ;
- be in a complementary colour to the building;
- be mosquito-proof.

SHABRAE INVESTMENTS PTY LTD

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Purchaser

.....
Vendor