



## Building Covenants

### 1. Purpose

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- 1.1 The Buyer acknowledges that the Lot is part of a modern residential development with the Developer wishing to establish a well designed estate conducive to the amenity of area.
- 1.2 The purpose of these Building Covenants is to ensure, amongst other things, that:
- (a) the character of the Estate is consistent across all lots in the Estate;
  - (b) the building standards across all lots in the Estate are of a comparably high standard;
  - (c) each of the buildings on each of the lots in the Estate conform to the Estate's sustainability goals;
  - (d) an Buyer's and other owners' use and enjoyment of their Lot is not interfered with as a consequence of other owner's building and ongoing use activities;
  - (e) the value and desirability of each Lot, both sold by the Developer and those owned by the various owners within the Estate is maintained and enhanced by each of the other owners in the Estate achieved through the adherence to a consistent standard, character and dimension; and
  - (f) each of the buildings in the Estate comply with the Plan of Development, development approvals and laws and requirements.

**(Purpose).**

### 2. Covenants

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The Buyer hereby agrees to be bound by the Covenants set out in this document.

### 3. Maintenance of Lot

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- 3.1 The Buyer must keep and maintain the dwelling and all landscaping, trees, shrubs, lawns and gardens on the Lot, as well as the lawn between the Lot boundary and the road kerb in good order and condition acceptable to the Developer or its representative. Such order and condition shall as a minimum require the adequate watering of all garden and lawn areas (within current Ipswich City Council guidelines), the frequent mowing of lawns and trimming of lawn edges and the regular maintenance of plants and trees.
- 3.2 The Buyer must not allow for the accumulation of noxious weeds, long grass or the accumulation of rubbish on the Lot.

## 4. Removal of soil and gravel

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- 4.1 The Buyer must not remove or excavate any soil or gravel from the Lot except as may be necessary during the course of construction of the dwelling or for the purpose of landscaping the Lot.
- 4.2 The Buyer must obtain the approval from the Ipswich City Council prior to any excavation or placing fill on the Lot.

## 5. Removal of trees

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- 5.1 The Buyer shall not remove any trees from the Lot except those necessary for the construction of the dwelling and only with the prior consent of the Developer and approval from the Ipswich City Council.

## 6. Approval of plans

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All plans and specifications for the erection of improvements and associated foundation work on the Lot are to receive the prior approval in writing from the Developer (which approval shall not be unreasonably withheld).

## 7. Construction materials

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### 7.1 External Wall Materials

- (a) A mix of materials or colours must be used to all walls facing a street or park frontage.
- (b) A minimum of 2 and a maximum of 4 variations of colour and/or materials (excluding windows, doors and garage doors) must be utilised.
- (c) The following wall materials are acceptable:
  - (i) painted render;
  - (ii) face brick (as a feature to the front façade to a maximum of 50% of total wall coverage excluding windows/openings);
  - (iii) painted or stained timber;
  - (iv) painted weatherboard (or similar profiled cladding).

### 7.2 External Colours

- (a) Colour schemes must complement the design of your home and the natural setting of Monterea Ripley.
- (b) External colours must be primarily muted tones but limited and controlled feature/highlight colours may be approved.
- (c) An external colour scheme is to be submitted for approval.

- (d) The required colours for the roof are colours that:
  - (i) minimise the potential adverse effects on the external appearance of the dwelling;
  - (ii) do not unreasonably prevent or interfere with a person's use and enjoyment of the dwelling or another dwelling; and
  - (iii) are consistent with the Purpose for which these Building Covenants are designed.

If the Buyer considers a colour not approved above as a desirable colour for the roof of the dwelling, the Buyer must obtain the prior written consent of the Developer to the use of that colour by providing to the Developer written evidence that such colour complies with clauses 7.2(d)(i) and 7.2(d)(ii) and achieves a solar absorptance value for the upper surface of the roof of 0.55 or lower.

Notwithstanding the above, overly bright colours will not be permitted or consented to as they cause a lack of visual amenity to adjoining property owners and may interfere with a person's use and enjoyment of another dwelling, for example, by causing glare.

### 7.3 **Roofs**

- (a) Pitched roofs and skillion roofs are acceptable.
- (b) Roofs should conform to the following:
  - (i) Pitched roofs at a minimum of 22 degrees (hip or gable);
  - (ii) Skillion roofs at a minimum of 5 degrees; and
  - (iii) where visible from the street or open space area/s, have a minimum eave of 450mm.
- (c) Acceptable roof materials include:
  - (i) metal corrugated roof sheeting with matte finish;
  - (ii) Colorbond®;
  - (iii) Non-reflective; or
  - (iv) Concrete roof tiles.

### 7.4 **Garages**

- (a) Any garage must be constructed and completed at the same time as the dwelling and compatible with the house design and must be built under the property roof line.
- (b) Any detached garden shed must not be constructed without the prior written approval of the Developer, which approval shall not be unreasonably withheld provided that they are not constructed from plain galvanised material.
- (c) Carports are not permitted.

## 8. Setbacks and height

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For setbacks and height requirements, refer to the Plan of Development.

## 9. Extensions

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The Buyer must not erect any extension or out building without first lodging plans and specifications and receiving the approval of same from the Developer and Ipswich City Council.

## 10. Structures

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- 10.1 In respect of all single dwellings, the total building footprint should not exceed 70% of the total Lot size (see the Plan of Development). The building footprint includes porticos, garages and outdoor patios.
- 10.2 The Buyer shall not erect or place upon the Lot any caravan or temporary building without the prior written consent of the Developer and Ipswich City Council.
- 10.3 The Buyer shall not, without the prior written consent of the Developer, erect upon the Lot more than one dwelling. Dual occupancy dwellings are permitted to be built only with the prior approval from the Ipswich City Council and which shall be at the Developer's discretion.
- 10.4 The Buyer shall not, without the prior written consent of the Developer, erect upon the Lot a Co-Living Dwelling.
- 10.5 The Buyer must not, without the prior written consent of the Developer, permit to be used any dwelling for a purpose other than private residential accommodation.
- 10.6 The Buyer shall not place or erect upon the Lot any building previously erected on other land, or a caravan, mobile dwelling or non-permanent structure to be used as accommodation.
- 10.7 The Buyer shall use materials of new or good quality including base brick, plywood, weatherboard or cladding with an appropriate painted finish or other materials that the Developer may approve as appropriate for the development.
- 10.8 Air conditioning motors, bins, garden sheds, rainwater tanks, clotheslines, hot water and gas systems, satellite dishes and any applicable antennas shall be constructed away from public view, or installed at a discreet point so it will not be readily seen from the street.

## 11. Driveways

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- 11.1 All driveways are to be constructed of paved, exposed aggregate, stamped, stencilled, coloured concrete or compacted materials to provide a hard surface and are to be consistent with the general landscape of the area. Driveways shall not be constructed of compacted dirt. No 'tyre track' driveways (that is, where single driveway tracks are provided for each pair of tyres on each side of the vehicle) are permitted.
- 11.2 All driveway crossovers, pathways and kerbing installed by the Developer must be maintained in their original condition.

- 11.3 Any damage to crossovers, pathways, kerbing and driveways located within the Lot's street frontages must be replaced and/or restored to their original condition to the satisfaction of the Developer and Ipswich City Council. All associated costs and works are the sole responsibility of the Buyer and its builder.

## 12. Fencing

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- 12.1 Subject to clause 12.3, the fencing shall not exceed 1.83 metres in height above the natural ground level and shall be constructed of treated pine or such other material consistent with the dwelling. The fencing materials and plan must be approved by the Developer prior to construction. No fences shall be constructed of corrugated iron, asbestos, cement, fibro sheeting or barbed wire.
- 12.2 The bottom of the fence must be no more than 75 mm from the ground level.
- 12.3 As required by the development approval issued by the Ipswich City Council:
- (a) any fencing proposed on the road/street/lane boundaries of proposed Lots 127, 144, 168, 199, 217, 254, 307, 329, 348, 349 and 371 must be in accordance with the following:
    - (i) not more than 1.5 metres in height and must have a solid fence element at ground level to a maximum height of 1.2 metres (from ground level) and a minimum 50% 300mm permeable element atop the solid fence to enable both privacy to the respective residential lots and passive surveillance of road/street/lane/drainage reserve/park;
    - (ii) be designed to improve the visual amenity of the development and must be maintained by the owners or occupiers of the respective lots; and
    - (iii) for clarity, for the above referenced lots which have primary frontages identified, the fencing requirements stipulated under points 12.3(a)(i) and 12.3(a)(ii) above are only required to extend for the balance of the property boundary which shares a boundary with road reserve, drainage land or open space (as applicable); and
  - (b) any fencing constructed on the common boundary of the proposed lots and any drainage/open space land must achieve compliance with the following:
    - (i) fencing must not be more than 1.5 metres in height and must have a solid fence element at ground level to a maximum height of 1.2 metres (from ground level) and a minimum 50% permeable element atop the solid fence to enable both privacy to the respective residential lots and passive surveillance of drainage reserve/open space; and
    - (ii) be designed to improve the visual amenity of the development and must be maintained by the owners or occupiers of the respective residential lots.
- 12.4 The Buyer shall in no circumstances seek any contribution from the Developer and waives all rights against the Developer under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 (Qld)* as amended. The Buyer acknowledges that this clause is an agreement made between adjoining owners about a dividing fence for the purposes of section 10 of that Act.

## 13. Planting

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- 13.1 Montereia Ripley aims to create a green streetscape using a native theme throughout the Estate. Landscaping in areas that are visible from public areas must have the following:

- (a) the front yard must display a minimum of 25 plants including a mix of small, medium and large plants and trees;
- (b) the planting selection of trees, shrubs and ground cover must offer to soften the built form and provide variety and a range of scale;
- (c) turf areas must be separate to garden and gravel areas by using a robust edge to contain the lawn area; and
- (d) acceptable materials for garden edging include concrete, regular-shaped timber and galvanised steel. Plastic material is unacceptable.

## 14. Letter boxes

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Generally a rendered brick, stone-faced, stone or coloured non-reflective metal letter box is permitted. Letter boxes must be of a colour and material to compliment the dwelling and its surrounds. However, letter boxes of a unique design, specifically coordinated with the design of the dwelling will be considered. Letter boxes on poles will not be accepted. Numbering must be included on letter box.

## 15. Plan of Development

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The Buyer must comply with the Plan of Development.

## 16. Natural Gas

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The Developer supports and promotes the use of natural gas as the preferred energy source for cooking, heating and hot water. Where possible, the Buyer should attempt to incorporate the use of natural gas as an energy source in the construction of the dwelling noting that a natural gas connection will be available from the street.

## 17. Storage of vehicles on Lots

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- 17.1 Any caravan, trailer, boat or recreational type vehicle must be accommodated within the Lot and stored away from view of the road frontage.

## 18. Completion of dwelling

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- 18.1 The Buyer must, unless otherwise agreed with the Developer, and subject to all of the applicable building legislation, commence construction of the dwelling within a period of one (1) year following completion of the purchase of the Lot and with completion of the dwelling to be effected within 12 months of commencement of construction.
- 18.2 The Buyer must not and must not allow any other person to reside in the dwelling house until it has been completed and fit for occupation and a certificate of occupancy has been issued by the Ipswich City Council.

## 19. Obligations during construction

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- 19.1 During construction, the Buyer and the Buyer's builder must not permit any building materials, scrap metal, excavation or building rubble to accumulate on the Lot or to encroach on any adjacent footpath or Lot. The Buyer shall ensure that the builder has another receptacle to contain all such rubbish and materials.
- 19.2 The Buyer must ensure that the builder must not damage any trees, footpath, cross overs, turf, or dislodge any survey pegs during the construction works and must rectify any damage so caused.
- 19.3 The Buyer must ensure that the builder receives a copy of these covenants prior to the construction of the dwelling or any associated works on the Lot.

## 20. Signs and hoardings

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No advertisement, sign or hoarding shall be erected on any part of the Lot without the prior written consent of the Developer. The Buyer authorises the Developer and its agents to enter the Lot and remove any signs or hoardings that are erected without its consent.

## 21. No storage on Lots

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The Buyer must not use the Lot as a storage compound.

## 22. Pets

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- 22.1 The Buyer will be permitted to keep pets on the Lot provided the keeping of such birds and animals comply with all legislation, including local government laws.
- 22.2 The Buyer shall not be permitted to keep, graze or farm livestock on the Lot.

## 23. Retaining Walls

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- 23.1 The Buyer agrees that it must not change or alter any retaining walls that have been installed by or on behalf of the Developer unless a relevantly qualified professional determines that they have come to the end of their useful life and need replacement.
- 23.2 If the Lot contains a retaining wall, the Buyer agrees that it is the Buyer's responsibility to (and the Buyer agrees that it will) have a relevantly qualified professional inspect and maintain all retaining walls affecting the Lot at regular intervals.
- 23.3 The Buyer acknowledges that structural advice regarding the retaining walls should be obtained by the Buyer from a relevantly qualified professional in the event that any dwellings or other structures are proposed to be constructed on the Lot in a location adjacent to or near retaining walls installed by or on behalf of the Developer.
- 23.4 Any retaining wall constructed to the primary frontage of the Lot or that is visible from the street must:
- (a) constructed of a masonry type material only;

- (b) not be constructed from timber material; and
- (c) be a maximum height of 1200mm.

## 24. The Developer's right to vary or exclude any covenant

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24.1 The Developer hereby reserves the right at the request of the Buyer or at its own instigation to vary or exclude any of these covenants provided that it shall only do so after taking into account its aims to establish a modern and well designed residential estate. The Buyer hereby absolves the Developer from any liability whatsoever for any action so taken in varying or excluding any of these covenants.

24.2 The Buyer acknowledges that, in its absolute discretion, the Developer:

- (a) may vary the Building Covenants from time to time;
- (b) may exclude or elect not to enforce all or any part of the Building Covenants; and
- (c) Interpret and apply the Building Covenants and the intent of the Building Covenants as it considers appropriate, having regard the objectives of them,

in respect of any land within the Estate and against other owners in the Estate in any way it determines and the Buyer acknowledges and agrees that:

- (d) there is no implied term in this Building Covenant that the Developer will enforce the Building Covenants against any particular owner in any particular circumstances;
- (e) the enforcement of the Building Covenants is not a benefit intended for the Buyer and the Buyer will not be entitled to bring any claim against the Developer under section 55 of the *Property Law Act 1974 (Q/d)* or similar legislation or otherwise in respect of the Developer's failure to enforce the Building Covenants in any particular case;
- (f) it will not sue the Developer or otherwise object in respect of the Developer's agreement in any particular case to relax or change the Building Covenants or the Developer's failure or partial failure to enforce the Building Covenants; and
- (g) the Building Covenants referred to in this clause may or may not be the same as the Building Covenants and all references to Building Covenants in this clause are the Building Covenants required by the Developer from time to time for any part of the Estate and as may be varied by the Developer from time to time.

24.3 The Buyer specifically absolves the Developer from any liability of any nature for any action taken in varying, electing not to enforce, excluding or interpreting or applying any Building Covenants.

24.4 The Buyer acknowledges that they will have no legal recourse against the Developer in respect of any alleged breach of these covenants by any other owner and that their only legal recourse shall be against the person who has allegedly committed a breach of such covenant.

## 25. No merger

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The parties agree that the provisions of this covenant will not merge upon the completion of the Contract.



## 26. Sale of Lot

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- 26.1 The Buyer must not sell, transfer, assign or otherwise dispose of the Lot without first obtaining from such person or entity a deed poll in favour of the Developer whereby such person or entity agrees to be bound by these covenants in the same terms and to the same extent as if such person or entity was the original Buyer of the Lot, and which must include an obligation for each further buyer, transferee, assignee or donee to obtain a further such deed poll from any subsequent buyer, transferee assignee or donee.
- 26.2 The Buyer indemnifies the Developer for any costs or damages the Developer may or does suffer as a result of future buyers, transferees, assignees or donees not being bound to these Building Covenants due to a breach of the Buyer of clause 26.1.

## 27. Indemnity by Buyer

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The Buyer indemnifies the Developer against all loss and damage incurred by the Developer as a result of the Buyer's failure to comply with their obligations contained in these covenants.

## 28. Reservations of the Developer

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The Developer at its discretion has the authority to approve on its merits any innovative or diverse designs that do not meet the requirements of these Building Covenants. All calculations and measurements in these Building Covenants will be determined by the Developer in its sole discretion and will be the correct calculations or measurements in the absence of manifest error.

## 29. Compliance with these Covenants

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### 29.1 Compliance with the Building Covenants Generally

- (a) The Buyer:
- (i) acknowledges that the Developer has a significant investment in the Estate, and has an interest in maintaining the value and desirability of allotments within the Estate;
  - (ii) acknowledges that a failure by the Buyer to strictly comply with the Building Covenants will diminish the value of the Developer's significant investment in the Estate;
  - (iii) unsold lots in the Estate are a valuable asset in the hands of the Developer the value of which depends in part on the Estate continuing to be and being seen to be a high quality residential community;
  - (iv) the Developer has a legitimate business interest in ensuring that the Estate remains a high quality residential community;
  - (v) the value of other lots in the Estate already sold to other owners depends in part on the Estate continuing to be and being seen to be a high quality residential community;
  - (vi) it is necessary and desirable to maintain the value and amenity of unsold lots in the Estate for the benefit of the Developer and to maintain the value and amenity of lots in the Estate

already sold to other owners for the benefit of those other owners, for the Developer to exercise supervision and reasonable control to ensure a high standard of quality and appearance in respect of the design and construction standard of dwellings, other improvements and landscaping within the Estate and other matters generally.

- (vii) acknowledges that a failure by the Buyer to strictly comply with the Building Covenants will diminish the value and desirability of:
    - (A) unsold lots in the Estate in the hands of the Developer; and
    - (B) lots sold by the Developer to other owners within the Estate;
  - (viii) agrees that in the event that the Buyer does not strictly comply with the Building Covenants, the Developer will have legally enforceable rights against the Buyer, including the right to seek orders from the Courts compelling compliance by the Buyer or to cease an action being taken by the Buyer, the right to enter onto any Lot to undertake works to remedy a non-compliance and/or the right to seek damages against the Buyer; and
  - (ix) hereby irrevocably grants to the Developer or the Developer's agent, a licence to enter onto the Lot to undertake work reasonably necessary to rectify any non compliance with the Building Covenants, such right not to be exercised until after notice has been given by the Developer to the Buyer to rectify the breach and that breach has not been rectified within 14 days after receiving notice from the Developer of the breach (or such longer time stated in the notice given by the Developer to the Buyer).
- (b) The Buyer warrants and represents to the Developer that the Buyer will comply strictly with the terms of the Building Covenants and that it has the capacity to do so and the Buyer acknowledges that the Developer has relied on and been induced by those warranties and representations, to enter into the Contract with the Buyer to sell the Lot.

## 29.2 Enforcement

In the event that the Buyer fails to comply strictly with any Covenant and fails to rectify the breach on or before 14 days after receiving notice from the Developer of the breach (or such longer time stated in the notice given by the Developer to the Buyer), the Developer may, at its option:

- (a) seek specific performance of the Buyer's obligations under the Building Covenants and/or for general damages in addition to or in lieu thereof;
- (b) seek an injunction to compel the Buyer to undertake any work which is necessary in order to comply with the Building Covenants or to cease any action; and/or
- (c) claim damages from the Buyer to recover its costs, expenses and outlays on a full indemnity basis in relation to exercising its rights under these Building Covenants including but not limited to costs of remedying the Buyer's default,

and in any such case, the Buyer agrees that it will not contest or defend any such proceedings where to do so would enable it to avoid strict compliance with the Building Covenants.

## 29.3 Indemnities

In further consideration of the Developer entering into the Contract with the Buyer to sell the Lot, the Buyer hereby:

- (a) indemnifies the Developer in relation to all claims and liabilities whatsoever, which are made or may be made by any other person against the Developer, its agents, employees, directors or contractors, arising directly or indirectly out of or in connection with any failure by the Buyer to strictly comply with the terms of the Building Covenants, including all claims for damages and costs (on a full indemnity basis); and
- (b) indemnifies the Developer in connection with all legal costs and outlays incurred by the Developer in enforcing or attempting to enforce the Building Covenants, on a full indemnity basis.

#### 29.4 **Restrictions and Building Covenants to Cease**

- (a) The Building Covenants (including all restrictions) shall cease to burden the allotment with effect from 31 December 2027 or earlier by notice given by the Developer to the Buyer.
- (b) The Buyer acknowledges and agrees that the Building Covenants (as amended) (including all restrictions) may cease to burden any other Lot in the Estate before or after the date specified in clause 29.4(a).

### 30. **General**

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- 30.1 The Buyer (if more than one person) agrees that they are jointly and severally liable in relation to the obligations pursuant to these Building Covenants.
- 30.2 Any void, voidable or illegal term of these Building Covenants may be severed unless to do so will result in a change to the basic nature of these Building Covenants.

### 31. **Definitions**

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In these Building Covenants:

- (a) "Contract" means the contract for the purchase of the Lot from the Developer which contained these Building Covenants whether or not the Buyer was a party to that contract.
- (b) "Building Covenants" means these Building Covenants including all Schedules and Appendices as may be amended by the Developer from time to time.
- (c) "Buyer" means the registered owner of a Lot in the Estate from time to time including its successors and permitted assigns.
- (d) "Co-Living Dwelling" means a shared housing dwelling that is constructed with a blend of separate private and shared areas for the occupants (and including those which are not intended to be wholly used or is not wholly used by the same family group).
- (e) "Covenant" means a covenant in these Building Covenants.
- (f) "Developer" means Montereia Land Holdings Pty Ltd ACN 605 621 609 and its successors and assigns.
- (g) "Estate" means the estate known as "Montereia Ripley" at Ripley, Qld, 4306 or such other name determined by the Developer from time to time.

- (h) "Lot" means all lots owned by the Buyer or another owner from time to time in the Estate.
- (i) "Plan of Development" means the plan of development approved (or to be approved) by the Ipswich City Council from time to time which at the Contract Date is the version attached in Schedule 1 but which may be any later revision number or date approved by the Ipswich City Council from time to time.

## 32. Building Covenant Submission

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The Buyer's Building Covenant submission application must be made to the Montereia Ripley Design Committee as follows:

By Email:

[arcmontereia@bigpond.com](mailto:arcmontereia@bigpond.com)

(Please note a maximum file limit of 5MB for email applications)

Submission Documents must include:

- Site Plan – at 1:200 scale identifying all boundary setbacks, any site features, existing and final contours and north point;
- Floor Plans – at 1:100 scale identifying dimensions of building and setbacks, plus an area schedule;
- Elevations – at 1:100 scale identifying roof pitch;
- External colour schedule and material selections;
- Landscape Plan – at 1:200 scale outlining the following:
  - Location of services (rubbish bins, air conditioning units, clotheslines, water tanks)
  - All fencing styles and materials
  - All plant and tree selections
  - All driveway and entry paths
  - Any shed or outdoor structures
  - Letterbox type and position

Approval from Montereia Ripley Design Committee does not guarantee development approval by the Ipswich City Council. Montereia Ripley's approval of a building design is to ensure that the vision for Montereia Ripley is maintained by all residents.

For any questions regarding the Building Covenants please email [arcmontereia@bigpond.com](mailto:arcmontereia@bigpond.com).