



TOWNSVILLE



COVENANTS

To preserve the amenity, quality and value of the Mount Margaret Estate, including your land, you are required to comply with the following Covenants.

1. These Covenants apply to the original Buyer of the land and all their successors and assigns in title.
2. This means the Covenants bind Owners, defined as:
 - (a) The original Buyer of the land from the Mount Margaret Estate; and
 - (b) All future owners in title by way of sale or transfer of the land.
3. The Owner is liable for ongoing compliance and adherence to the Covenants whilst the legal owner of the land. The Owner remains liable for all breaches of the Covenants caused whilst they were the legal owner of the land.
4. It is the responsibility of an Owner to inform all agents, invitees, lessees, licensees, occupiers or tenants of the Owner's obligation under these Covenants and to ensure compliance of the Covenants by all agents, invitees, lessees, licensees, occupiers or tenants. The Owner is liable for any breaches of the Covenants by any agent, invitee, lessee, licensee, occupier and/or tenant as if the breach was caused by them.





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General construction and maintenance

5. The Owner will:

- (a) when constructing a house, the house must comply with:
 - i a gross floor area of not less than 150m² exclusive of patios, carports or outdoor living areas;
 - ii a roof cladding of tiles, colorbond or other coloured roof material as approved by the seller; and
 - iii being constructed of a material that is durable and well presented and is not fibre cement sheeting.
- (b) complete the construction of the building, structure or improvement on the land as soon as practicable, once construction has commenced.
- (c) keep in good order and maintain and repair any building, structure or improvement erected on the land.

6. The Owner will not, in any circumstance:

- (a) remove from elsewhere and erect on the land, any buildings, garage, other improvements or structure.

Note: Without limitation, this clause contemplates a removal of a structure from another site and installing it on land. For example, a house relocation or shipping container.

- (b) construct or permit to be constructed on the land, any building, structure or improvement unless such building, structure or improvement is painted as soon as practicable after its construction.
- (c) Reside, live in or use, as a house, a shed or any building, structure or improvement that has an aesthetic appearance or facade of a shed. This clause applies even in circumstances where the Local Government approves the shed as a habitable dwelling.

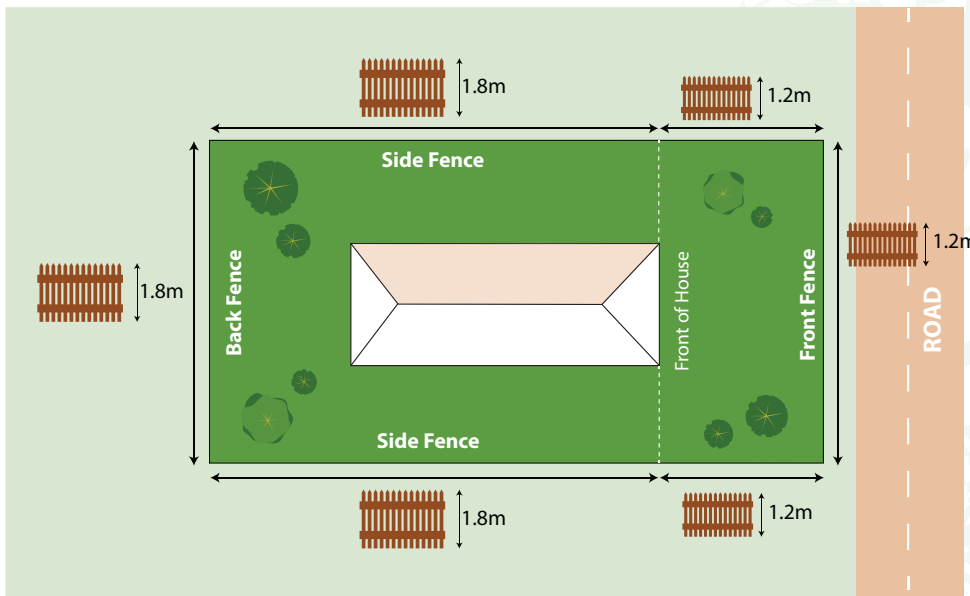


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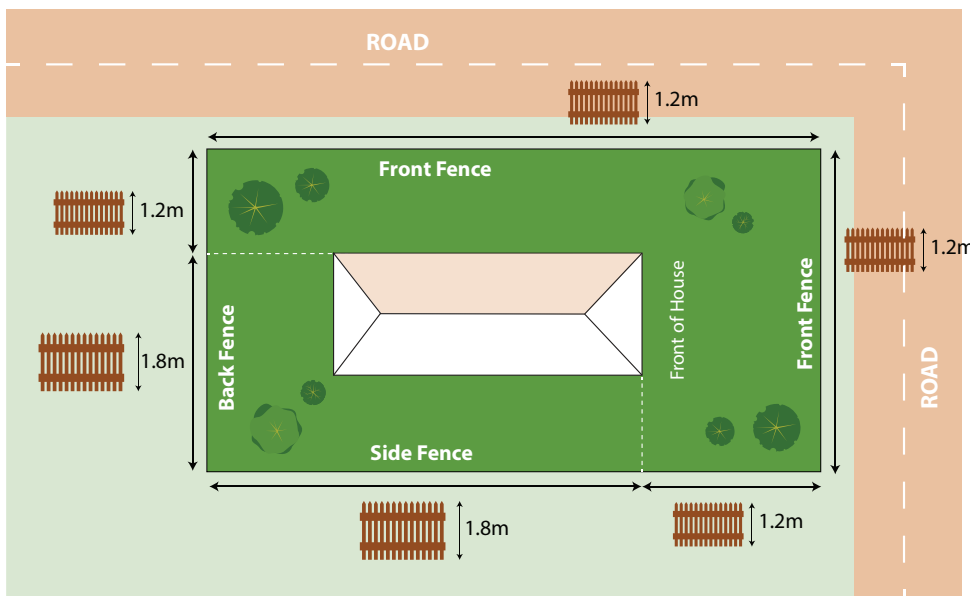
Fencing

- 7. Any fence fronting a road, and side fences located forward of the house toward the road, are not to exceed 1.2m in height. This includes all road frontage for corner lots. Where houses on adjoining lots with a shared fence have a differing setback, the side fence must not exceed a height of 1.2m forward of the rear dwelling.

STANDARD BLOCK



CORNER BLOCK





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8. Any fence referred to in clause 7 must be constructed from brick, timber picket, rendered masonry, tubular steel, wrought iron, or a range of appropriate composite materials, up to a maximum height of 1.2 metres. Chain wire or wire mesh fences are not acceptable.
9. Notwithstanding the provisions of The Dividing Fences Act, the Owner shall not make a claim, demand or request of the Seller for the erection of any fence or fences which the Owner may wish to erect, and it is expressly agreed between the Seller and Owner that the provisions of The Dividing Fence Act shall have no application as between the Seller and the Owner.

Driveway

10. Driveways from the road edge to the property boundary of the land are to be constructed to Townsville City Council's Standard Drawing for Driveway Access (as amended from time to time). The existing v-drain beneath the culvert is not to be modified or removed.
11. Access to each lot must be by the designated driveway only and at no time will an Owner allow traffic to park or pass on the grass verges, or the landscaped table drains.

Landscaping

12. All landscaping areas within public view should be initially landscaped to a reasonable standard within 3 months of occupation of the house constructed on the land. Any subsequent landscaping should be completed as soon as reasonably practicable.
13. At all times Owners will establish and maintain the landscaping / turf between the street front boundaries of their land and the curb in order to enhance the appearance of the Estate.
14. The Owner will maintain the land, mow the grass and keep it in a clean and tidy condition and maintain any landscaping structure and the landscaping contained therein. In the event the Owner fails to maintain as contemplated in this clause, the Seller may do so, and the Owner hereby authorises the Seller or its agent to enter onto the land for that purpose. Any expense incurred by the Seller in so doing may be recovered by the Owner as a liquidated debt.



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Breaches

15. In the event of a breach of any of the Covenants:
 - (a) the Seller will require the Owner to rectify the breach as soon as possible at the Owner's expense. Dependent upon the nature of the breach, this may require the Owner to uninstall, deconstruct, construct, rectify, maintain and/or repair the offending matter to the extent required to come into compliance with the Covenants; and
 - (b) the Owner will pay the Seller on demand, by way of damages, an amount as valued by a registered valuer engaged by the Seller, for the loss sustained by the breach. It is estimated that the loss which may be sustained is in the range of \$10,000.00 to \$15,000.00. Notwithstanding this estimate, a greater amount may be demanded where a greater loss has been valued by the registered valuer. The expense incurred by the Seller in obtaining the valuation will be paid by the Owner in addition to the damages.
16. Clause 15 does not have the effect of limiting the amount of damages which may be ordered by a court of competent jurisdiction, if it is found that the loss suffered is greater than the damages as valued by the registered valuer.
17. For the purposes of clause 15 and to the extent permitted by law, damages are not a complete remedy for a breach and clause 15 should not be construed to limit the ability for an order to be made to require the Owner to rectify the breach.