
ANNEXURE "B" - BUILDING GUIDELINES

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Annexure "B"
Building Guidelines – Pioneer Lakes Residential Community

Between Pioneer Lakes Pty Ltd (formerly known as Riverside Country Estate) (A.C.N. 108 681 563) as Seller and _____ as Buyer.

The Buyer acknowledges that the land purchased forms part of a residential development the object of which is to establish a sound and attractive residential area. It is not the intention of the Seller to stifle the Buyer's inventive ideas or designs, but the Buyer recognises the desirability of the Seller's objective to retain Pioneer Lakes Residential Community as a special place with its own unique character.

In recognition of the desirability of this objective, the Buyer covenants and agrees to be bound by the following covenants and will not sell, transfer or otherwise dispose of the land purchased without first delivering to the Seller a deed of covenant given by the Buyer, transferee or donee in favour of the Seller containing identical Building Guidelines to those appearing below.

The particular Building Guidelines by the Buyer in relation to the land purchased and any improvements are as follows: -

1. The Seller or its authorised representative must approve the final building plans for any building or other outside structure to be constructed on the land purchased prior to the commencement of construction with the view to ensuring compliance with the spirit of these Building Guidelines, and such building and other structure shall be erected and finished in a good workmanlike manner in accordance with the best trade practices and only with good quality materials being used.
2. The building plans must include reference to the type and colour of building materials to be used for the exterior walls and roof, which must blend in with surrounding natural elements. They should also include the location and materials to be used to fence the Building Location Envelope.
3. The Buyer shall indemnify and keep indemnified the Seller against any claim in respect of the erection of any dividing fence.
4. The floor area of the living space of the residence being built, excluding patios, verandahs and attached garages, shall be not less than 120 square metres, and all roofs must have eaves of 500 millimetres projected from the outer face of the exterior walls. Any car accommodation and sub-floor area shall be fully screened.
5. The Buyer shall build the driveway from the road to the Building Location Envelope at the same time as building the residence. The driveway must be constructed with non-eroding surface approved by the Seller and shall be constructed and finished in a good workmanlike manner.
6. Sheds and outbuildings, including lawn lockers, will not be permitted forward of the main building line and must be screened so as much as possible they are not visible from the street.
Under no circumstances will sheds and all outbuildings, including lawn lockers be used as temporary or permanent dwelling.
7. The Buyer shall ensure that no rubbish is allowed to accumulate on the land purchased for a period greater than two weeks, and that all building materials, rubbish and excavated material is not placed outside the land purchased.
8. All advertising signage, including real estate signage and builders signage, is to be situated in front of the tree (if any) planted on the footpath in front of the lot.
9. Within three (3) months of the construction of the dwelling house on the land being practically complete, the Buyer must complete turfing the front yard area of the land (i.e. that area between the dwelling house and the footpath).

10. The Buyer shall keep the said land in a neat and tidy state both prior to and after construction of any improvements and the Buyer hereby covenants to cut the grass on the subject land at intervals not exceeding four (4) consecutive calendar months. If this is not carried out, the Seller or the Seller representatives may enter upon and have over the lot at any time without creating liability for trespass or otherwise to maintain, slash or mow the lot with no obligation and in consideration for the Seller so doing, the Buyer shall pay to the Seller, on demand, the costs of carrying out such work.
11. The Buyer shall ensure that, once building works for any building on the land purchased are commenced, construction does not cease for any period greater than one month until such time as the Certificate of Practical Completion has issued for the building. The Buyer must ensure that these Building Guidelines are included in the building contract with the builder.
12. The Buyer shall ensure that any boats, caravans or commercial vehicles parked at the land purchased are stored in areas not visible from the road or adjoining allotments. Temporary buildings, caravans, mobile homes or similar structures are not to be placed on any lot at any time prior to completion of the dwelling on that lot. Temporary buildings will be permitted for use in the construction of a dwelling only.
13. The Seller reserves the right to vary or exclude any of the obligations under these Building Guidelines provided such action will only be taken in keeping with its aims to establish Pioneer Lakes Residential Community as a special place with its own unique character, and the Buyer hereby absolves the Seller from any liability in relation to such variation or exclusion of any Building Guidelines. The Seller acknowledges that should new products, in its opinion, be aesthetically acceptable and consistent with the aims of the different owners at Pioneer Lakes Residential Community, then such products will be acceptable to the Seller.
14. If and whenever the Buyer or the Buyer's heirs, administrators, successors or assigns shall make default under these Building Guidelines or breach any of these Building Guidelines then the Seller, without prejudice to its other rights and remedies and powers in that event, shall be entitled to recover from the Buyer or Buyer's heir's, administrators, successors or assigns or any of them as by way of agreed liquidated damages the sum of Ten Thousand Dollars (\$10,000.00), it being agreed that such sum represents reasonable ascertainable damages incurred by the Seller on account of such default or breach.
15. The Buyer acknowledges that the Seller has complied with Local Authority conditions by providing services and that it is the Buyer's responsibility to satisfy himself as to the timing of provision of water, electricity and other services or amenities to the land purchased, and the Seller gives no warranties and makes no representations regarding the timing of provisions of these services.
16. It is acknowledged and agreed by the Seller and the Buyer that it is not the intention by virtue of these building guideline to create any legal duty enforceable by a third party. Also, these Building Guidelines shall bind the Buyer, his executors, administrators, personal representatives, successors and assigns.

Seller

Witness

Buyer

Witness