

**NORTH BURNETT REGIONAL COUNCIL
BUILDING COVENANTS
ELIZABETH STREET, MUNDUBBERA**

1. The Purchaser acknowledges that the North Burnett Regional Council has subdivided and developed a residential development, the object of which is to establish a well designed, modern residential housing estate of which the property forms part.
2. The Purchaser:-
 - 2.1 agrees to be bound by the following covenants (“the Building Covenants”); and
 - 2.2 acknowledges that it is desirable for the protection and in the interest of all purchasers of land situated within the development to make provision for the nature and type of construction or improvement that may be erected on that land.
3. The North Burnett Regional Council and the Purchaser agree that it is not their intention by these Building Covenants to create any legal duty enforceable by a third party pursuant to Section 55 of the Property Law Act.
4. The Purchaser covenants and agrees with the North Burnett Regional Council as follows:-
 - 4.1 only one building envelope for residential purposes containing not less than two (2) bedrooms may be erected on the property;
 - 4.2 the residence must incorporate a screened garage/carport;
 - 4.3 the total area of constructed dwellings including garages and any under main roof outdoor areas must contain not less than 150 square metres;
 - 4.4 no external detached toilets shall be constructed on the property;
 - 4.5 no dwelling house or other structure which has been shifted from an external source shall be erected or positioned on the property.
5. All materials used on the construction of the residence will be new first quality materials. Building materials are not to be second-hand, reconditioned and have had a previous use.
6. All residences that are constructed off the ground (i.e. stumps or the like) are to have the areas to the front and both sides between the ground and the floor of the building screened by way of palings, hardiplank or brick veneer finish. Other methods of screening will need to be approved by Council.
7. Any request for non-compliance with any of the requirements of these building covenants must be specifically noted on the plans and approved by the North Burnett Regional Council.
8. It is the responsibility of the Purchaser to identify all of the Council’s building requirements for inclusion on the plans.
9. No building work or excavation shall be commenced until a Building Permit has been issued by the Council.
10. No soil, gravel, fill or spoil shall be removed from or be placed upon the property except by way of excavation in accordance with the approved plans.
11. The North Burnett Regional Council is not liable for or to contribute to the erection, maintenance or repair of any dividing or other fence.
12. In spite of anything to the contrary in ~~“The Dividing Fences Act 1953”~~, the North Burnett Regional Council is not liable to join in or contribute towards the cost or expense of maintaining, repairing or erecting any fence erected or to be erected on the boundaries between the property and any neighbouring lands even though the neighbouring lands are owned by the North Burnett Regional Council.
13. The Purchaser indemnifies the North Burnett Regional Council against all claims and contributions, costs and expenses in respect of the maintaining, repairing or erecting of any fence mentioned in Clauses 11 and 12.
14. Any retaining walls, one metre or over in height, cannot be constructed without first obtaining a Building Permit and shall be erected immediately after the initial site works have been completed and before the commencement of construction of the residence.

15. All improvements to the property shall be effected only in accordance with the approved plans.
16. No temporary, partial or relocated buildings or structures shall be erected.
17. The property shall be kept in a neat and tidy condition and maintained free of weeds and rubbish before, during and after constructions works.
18. The building time of the residence shall not exceed nine (9) months from the commencement of the work and no building works are to be left uncompleted for a period longer than one (1) month.
19. Prior to occupation of the residence and within two (2) months of practical completion, the Purchaser must:
 - 19.1 Construct a crossover from the kerb to the property boundary;
 - 19.2 All driveways inside the property boundary shall be constructed of a hard wearing, all weather, non-corroding surface;
 - 19.3 Crossovers to be in accordance with Council Standard details.
20. The Purchaser warrants that it shall not occupy any part of the residence until the final Building and Plumbing Certificates have been issued.
21. The use of caravans as temporary accommodation or worker facilities is not permitted.
22. The North Burnett Regional Council shall have the right in any sale and from time to time to vary or relax any of these Building Covenants in respect of any other property in the estate and, in that event, the Purchaser shall have no claim whatsoever against the North Burnett Regional Council.
23. The Purchaser acknowledges that the North Burnett Regional Council may enforce its rights against him, his agents, servants, contractors or employee under this or any other Clause in this contract by way of an injunction issued by the Supreme Court of Queensland or other court of competent jurisdiction on the application of the North Burnett Regional Council in respect of any breach or attempted breach by the Purchaser, his agent, servant, contractor or employee.
24. No excavation material, trees, rubbish, builders' waste or other substances whatsoever shall be deposited on adjoining lots, properties and roads.
25. The Purchaser must not sell, transfer or otherwise dispose of the land without first delivering to the North Burnett Regional Council, a Deed of Covenant given by such Purchaser, Transferee or Disponee in favour of North Burnett Regional Council containing covenants on the same terms as are set out in these Building Covenants including the liability to such a Deed of Covenant from any further Purchaser, Transferee or Disponee.