

ANNEXURE “B”
Building Covenants
“Brumbys Run”
112 Mt Pleasant Road, King Scrub

SELLER: Doyle Family Farms Pty Ltd ACN 616 538 419 atf Doyle Family Farms Trust

BUYER: **[Insert name of Buyer]**

LAND: Proposed Lot **[insert Lot number]** “Brumbys Run **Estate**”, 112 Mt Pleasant Road, King Scrub as shown on the Disclosure Plan.

CONTRACT: The Contract means the Contract entered into by the Seller and Buyer for the sale of the Land.

Dated the **[Insert Date of Contract]** day of _____ 2026.

By this Deed, the Buyer agrees with the Seller:

These covenants apply to all lots in Brumby’s Run Estate and are to be included in any Contract for Sale. They are intended to enhance and protect the amenity, quality and value of the estate. These covenants shall run with the land and bind the Buyer and all subsequent owners. The Buyer agrees to be bound by these covenants and to ensure they are disclosed to any future purchaser.

1 Ongoing Applicability

- (a) These covenants shall bind the Buyer and all future owners of the lot.
- (b) The Buyer agrees that these covenants form part of the conditions of ownership of the property and are to be passed on to any subsequent purchaser of the land.
- (c) A covenant holder or nominated developer representative shall have the right to enforce compliance.

2 Approval of Building Plans

- (a) No construction or structural works may commence unless building plans, site plan, external colours and materials have been submitted to and approved in writing by the Developer or its nominee.
- (a) Approval must not be unreasonably withheld if plans comply with these covenants.

3 Minimum Dwelling Size

- (a) The principal dwelling must have a minimum internal living area (excluding garages, patios and verandas) of:
- (b) - 220m² for single-storey homes

- (c) - 250m² for double-storey homes

4 External Appearance

- (a) Dwellings must be built from new materials unless otherwise approved.
- (b) Removal or relocated dwellings, including any home previously constructed or occupied on another site, are not permitted. All residences must be new constructions built on site in accordance with these covenants and approved building plans
- (c) External walls must not include unpainted or raw finishes such as untreated besser block or galvanised iron.
- (d) Colour schemes must be sympathetic to the rural aesthetic. Fluorescent or harsh colours are not permitted.

5 Outbuildings

- (a) Sheds or outbuildings must be located behind the front building line.
- (b) Maximum floor area: 120m² unless otherwise approved in writing.
- (c) Must be constructed of colourbond or equivalent in neutral tones.
- (d) Shipping containers are not permitted unless enclosed within a compliant structure.

6 Fencing

- (a) Fencing must be rural in style – timber post and rail, post and wire, or similar.
- (b) Side and rear fencing must not exceed 1.8m in height.
- (c) No solid fencing is allowed forward of the main dwelling unless approved.
- (d) Chain wire, colorbond, masonry and paling fences are not permitted for front boundaries.
- (e) Despite any requirement at law, the Buyer will not require the Seller to join in or contribute towards construction or repair of any dividing fence relating to the Land.

7 Retaining Walls

Retaining Walls must be constructed:

- (a) so that they are contained entirely within the Land (including all footings) unless the adjoining neighbour has provided their written consent before construction;
- (b) with subsoil drainage installed; and
- (c) using either:
 - i. stone cladding;
 - ii. rendered masonry;
 - iii. link masonry blocks; or
 - iv. concrete sleepers with galvanized support columns only may be used for side and rear boundaries.

8 Mailboxes

Mailboxes must be completed prior to occupancy of the Dwelling and must be constructed of:

- (a) the same external material as the Dwelling house; or
 - (b) a style consistent with the Dwelling and the locality;
- and positioned in line with the front boundary of the Land.

9 Driveways

- (a) A driveway from the road to the garage or carport must be constructed prior to occupation.
- (b) Gravel, concrete, or bitumen surfaces are acceptable.

10 Water, Wastewater and Services

- (a) Each dwelling must install and maintain an approved on-site wastewater treatment system in accordance with local authority requirements.
- (b) Water tanks must be positioned to minimise visibility from the street and be screened if necessary.
- (c) External fixtures (e.g. solar panels, satellite dishes, air conditioners) must be positioned to reduce visual impact from the street.
- (d) The Buyer acknowledges that the Lot is subject to a covenant that each dwelling house constructed in the development must ensure that there is an on-site water supply with a minimum capacity of at least 10,000 litres located within 10m of a dwelling that is exclusively available for fire fighting purposes and not used for any other purpose. The onsite water supply may be in the form of a swimming pool, accessible dam or tank with fire brigade tank fittings or other options acceptable to the relevant authority for water extraction from the water supply.
- (e) The Buyer acknowledges that the Lot is subject to a Council notation as follows. *“The land owner shall note that the land is situated within the catchment area of Lake Samsonvale (North Pine Dam) and proper design, operation and maintenance of the on-site sewerage facility is essential to protect the water quality of runoff from the site to the dam. The siting of the effluent disposal area with appropriate buffer distances to existing creeks and gullies is critical to ensuring site runoff is not contaminated. It is also recommended that native plants are used to vegetate wet areas.”*

11 Use of Land

- (a) No temporary dwelling, relocatable home, shed or caravan may be used as a residence (even temporarily).
- (b) The property must not be used in a way that causes nuisance or interferes with the peaceful enjoyment of other residents.
- (c) The Buyer acknowledges that the Lot is subject to a Council notation that, *“An approved Geotechnical Assessment report applies to this lot. Any development on this lot must be in accordance with the approved Geotechnical Assessment report and any conditions related to the approved report.”*

Further details can be found in the development permit creating the lot or the development approval for the use, and the associated Council report (Delegated or

Council Meeting) or approval letter. This information is available through the PD Online facility on Council's website www.moretonbay.qld.gov.au."

12 Maintenance of Lots

- (a) The lot shall be kept in a neat and tidy condition and maintained free of long grass, weeds and rubbish before, during and after construction works.
- (b) If in the opinion of the Developer, extensive rubbish has accumulated, or there is excess growth on the land and the Buyer fails to address it after three written requests, the Developer or Developer's agent may enter the lot for the purpose of rectification. The Buyer will pay the Developer on demand the cost of carrying out any such work.

13 Boundary Fences and Structures

- (a) The Buyer agrees not to make any claim or demand against the Developer in respect of any dividing fences or other structure erected on any boundary on the land.
- (b) The Buyer acknowledges that the Developer is not liable to contribute to the cost of construction, or maintenance of any dividing fence, driveway, easement, or any other structure erected on any boundary of the land, or on any part of the lot.

14 Contractor Access and Damage Responsibility

- (a) The Buyer must ensure that their builder and all contractors engaged in works on the lot do not park or drive vehicles on neighbouring lots, vacant land, or footpaths within the estate. Access to the lot is to be via the sealed roadway directly adjoining the subject land.
- (b) If any damage occurs to adjoining lots, vacant land, kerbs, footpaths (including any footpath in front of the Buyer's lot) or the edge of the bitumen road as a result of such access, the Buyer is responsible for repairing that damage within 7 days of notification or, alternative, for reimbursing the Developer for the reasonable costs of rectification.

15 Advertising and Signage

- (a) For a period of 12 months following settlement, no signage, hoarding or advertising material (including real estate agent "for sale" boards) may be displayed on the lot without the prior written consent of the Developer.
- (b) This restriction does not prevent the display of statutory signage required by the Buyer's builder or pool builder under applicable laws.
- (c) The Buyer acknowledges and agrees that the Developer may enter the lot to remove any unauthorised signs or hoardings, and the Buyer will bear the reasonable costs of such removal.

16 Transfer and Enforcement

- (a) These covenants shall run with the land and shall be binding on the Buyer and each successive owner or occupier.
- (b) The Buyer must not sell or otherwise dispose of the Land unless:
 - i. the Buyer has constructed a Dwelling on the Land and completed a driveway and associated services to the Dwelling.; or

- ii. the Buyer has obtained from the new owner a Deed in favour of the Seller in the same terms as this Deed that binds the new owner as if it was a party to this Deed.
- (c) The Buyer indemnifies the Seller for any costs or damage the Seller may suffer as a result of future Buyers not being bound by these Covenants due to a breach of the Buyer of this Covenant.
- (d) The Developer (or a nominated successor entity) may take enforcement action to ensure compliance for a period of 10 years from the registration of the final lot in the estate or as otherwise provided by law.

17 No Legal Duty to Third Parties

The Buyer and the Seller acknowledge and agree that it is not their intention by this Deed to create any legal duty enforceable by a Third Party pursuant to section 68 of *The Property Law Act, 2023*.

18 Severance if any part of this Deed becomes invalid or unenforceable

Severance, if any part of this Deed becomes invalid or unenforceable, the remaining parts are not affected and each Covenant shall be valid and enforceable to the fullest extent permitted by law.

This document operates as a Deed.

Execution

These Covenants shall bind all Buyers, successors and assigns.

Execution by Seller

Seller

Date / / 2026

Execution by the Buyer

Buyer

Date / / 2026