

## Building Covenants

The Building Covenants are designed to encourage a variety of styles and designs that will be harmonious, whilst not being onerous by stifling creativity in design. A range of building materials, colours and siting solutions may be used to result in distinctive character for each home. A standard solution for every allotment is not encouraged.

The Buyer acknowledges that the Land is part of a premier residential estate, the object of which is to establish a high standard of well-designed residential homes. As such the Buyer agrees to construct a dwelling in accordance with this covenant.

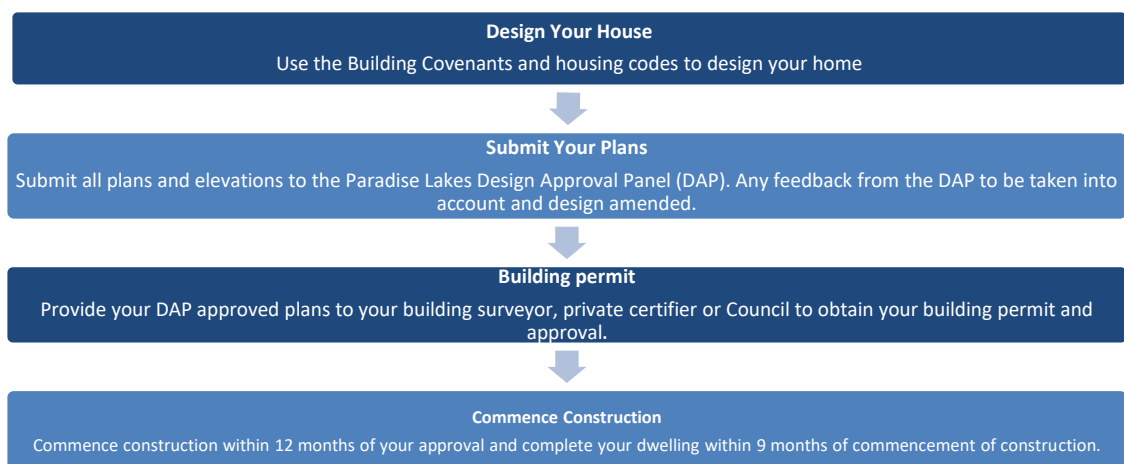
### 1. General

- 1.1 These Building Covenants form part of the land contract of sale. These covenants apply in addition to any other statutory requirements such as the Building Code of Australia, planning approvals, Brisbane City Council housing codes or the Queensland Development Code where relevant.
- 1.2 In these Building Covenants "Buyer" means the registered owner of the land including its successors and permitted assignees.

### 2. Approval Process

- 2.1 Approval is required under these guidelines by the Paradise Lakes Design Approval Panel (DAP) for the construction of new dwellings, garages and fences prior to any commencement of construction. A copy of the Design Guidelines should be provided to your building designer or architect for their use. Approval will not be processed without all required plans. An initial review will be carried out by the Seller and feedback of required changes (if any) will be provided to the applicant.
- 2.2 The approved plans will form part of the documents for the owners to obtain a building permit from there nominated building surveyor and/or certifier. Approved designs and plans by the seller are NOT a building permit.
- 2.3 The guidelines and any approval made by the DAP do not remove obligations under other legal requirements such as local authority, applicable planning permits, or legislation.

#### Approval Process Flow Chart



### **3. Siting**

- 3.1 Unless otherwise specified in the approved subdivision plan, the dwelling must be sited to comply with siting setbacks and heights as specified by the Brisbane City Council House Code which reflects the Queensland Development Code MP1.2.

### **4. House Design**

- 4.1 Front facade of dwelling house needs to be broken with articulation (e.g. veranda, entry feature, portico and/or articulation of walls) and variation in materials.
- 4.2 Garage is to be set either forward or behind the front building alignment by 1m and capable of accommodating a minimum of two passenger vehicles side by side
- 4.3 No two identical facades will be permitted adjacent to each other.

### **5. Mandatory Two (2) Storey Dwellings**

- 5.1 The Buyer acknowledges that it is mandatory for the dwelling house to be erected on the Land to be a two storey dwelling and the Buyer agrees to conduct a two storey dwelling in accordance with these Building Covenants.

### **6. External Finishes**

- 6.1 Materials must be new or predominantly new and finished to appear as new.
- 6.2 Wall materials must be of rendered masonry, boutique brick or similar construction. Light weight material construction is permitted provided it is rendered or fits within the allowable front façade materials as set out in item 6.3.
- 6.3 The front façade consists of at least one primary and one secondary material which complement each other, or primary cladding of assorted colours. Cladding such as Linea Bond, Timber, Stone, Scyon, Axon, Stria, Matrix or Linea Prime Line, Premium or boutique bricks are encouraged. Materials and finishes must not be more than 80% of any one material or finish. Where face brick is used it must be a maximum of 50% cover. The calculations exclude window and door openings.
- 6.4 Front façade treatment or materials must return to at least 1.5m along the side boundaries of the dwelling from the front wall alignment unless a corner lot where the side is fronting a street (see item 6.5).
- 6.5 For corner lots, both street frontages must comply with the front façade provisions of the Building Covenants (as set out in items 4.1, 6.2 and 6.3), except for a portico or covered front entrance area which is only required on one street frontage. In addition, walls and roofs must be a length of 9m in one plane and must have a step in or out of at least 450mm for a minimum length of 3m.
- 6.6 Any external plumbing (waste pipes and fitting but not including down pipes and guttering) must not be visible from the street.

### **7. Roof Design**

- 7.1 Roofs are limited to the following types:
- (a) Pitched roofs at minimum 22.5° (hip or gable).

- (b) Skillion roofs with a primary roof pitch of at least 15° and secondary roof pitch of not less than 5°.
- (c) Flat parapeted roofs.
- (d) No zinc alum or reflective roof surfaces.
- (e) Eaves must be equal to or greater than 450mm.

## 8. Landscaping

8.1 Prior to occupancy of the dwelling, the Buyer will complete landscaping on the land and as a minimum will carry out the following works:

- (a) Turf the land; the front yard to an extent of no more than 60% turf with the balance to be garden beds or feature planting;
- (b) Plant trees and other greenery on the land with a planting density of no less than 5 plants per square metre;
- (c) Plant at least 1 feature tree with a minimum pot size of 75L;
- (d) Garden beds are to be edged and mulched to at least 100mm deep;
- (e) Letterbox to be installed and be constructed of materials consistent with the dwelling; and
- (f) Generally clean, maintain and tidy the land and nature strip and remove all rubbish and other unnecessary materials from the land and surrounding area.

## 9. Fencing

9.1 Fencing is required for privacy and shall be:

- (a) To the full extent of the rear boundary and side boundary extending to the front of the building line;
- (b) For continuity and airflow, side and rear boundary fencing shall be constructed in the style of good neighbourhood timber fencing with capping. Palings are alternated either side of railings with exposed posts and capping so both sides of the fence appear the same. See examples below;



- (c) For side boundaries of corner lots (secondary street frontage) good neighbourhood fencing is to extend no more than 50% of the boundary unless of an approved style per the conditions outlined in item 9.1(d);
- (d) Any front fencing must be approved by the DAP and be constructed with materials and colours complimentary to the dwelling. A variety of rendered brick or bagged and painted concrete blockwork colour coordinated with the dwelling house is permissible. Sections of fencing should contain evenly spaced infill panels to allow 50 – 60% transparency. Articulation with box gardens are encouraged to soften appearances to the street;
- (e) A maximum of 1.8m in height as measured from the finished surface level; and
- (f) Any fence provided by the Seller is not to be removed or altered without the consent from the Seller and proof of consent from the adjoining property owner.

## **10. Estate Features & Fencing**

- 10.1 The Developer may at any time construct a fence, wall or other feature ("Estate Feature") on or inside the boundary of the Land. The Buyer must maintain the Estate Feature in good order and condition as at the date of construction or purchase, whichever is later, of the Land by the Buyer and must not alter the Estate Feature without Developer approval. The Developer may enter the Land to remedy (at the Buyer's cost) any breach of the Buyer's obligations under this clause.

## **11. Retaining Walls**

- 11.1 Retaining walls forward of the building line are discouraged and should not be necessary. Where retaining walls are visible from the street they must comply with the following:
- (a) Retaining walls over 1m in height must be designed by a certified engineer; and
  - (b) Be constructed from rendered masonry or blockwork, coloured concrete with a colour complimentary of the home or small format stones where the same stone is used as a feature on the façade of the home.

## **12. Driveways**

- 12.1 The Buyer will design driveways and garages as follows;
- (a) Extend from the kerb edge to the garage.
  - (b) Require minimal earthworks and disturbance to existing surface features by crossing slope and have a maximum gradient to comply with the relevant Australian Standards and Brisbane City Council requirements.
  - (c) Be completed prior to the completion and occupancy of the home.
  - (d) Ensure that the finished surface level of the driveway is consistent with any existing footpaths that it may cross.
- 12.2 Driveway surface materials and colours are to compliment the dwelling and landscape and may include;
- (a) Concrete or clay pavers laid over reinforced concrete base;

(b) Exposed aggregate; or

(c) Coloured concrete.

12.3 The use of other products or materials must be approved by the Seller prior to commencement of works. Car track driveways are not acceptable.

### **13. Outbuildings & Screening**

13.1 The buyer will not build any outbuildings (including any garage, workshop, garden shed, storage shed or other outbuilding) which exceed 10m<sup>2</sup>, unless approved by the DAP and the external walls of the outbuilding are consistent in materials and colour to that of the dwelling house and unless the roof of the outbuilding is constructed of non-reflective material.

13.2 Hot water systems, air-conditioning units, gas tanks or similar structures must be screened from view from any street.

13.3 Solar panels and collectors for hot water units are the only exception to 10.2 when orientated to maximise their effectiveness

13.4 A garbage bin storage area must be provided on site that is readily accessible and screened from view from any street.

### **14. Onsite Parking**

14.1 The Buyer must not allow any caravan, boat, trailer, unregistered vehicle or vehicle over three tonnes to be left or parked on the street or on the lot between the building line and the front boundary.

### **15. Removal of Existing Items**

15.1 The Buyer must not mutilate or remove in whole or part from a lot or a reserve (without the written approval of the Seller) any tree or part of any tree, fence, irrigation pipe, underground pipe or conduit.

### **16. Design Plans and Approval Process**

16.1 All building work must be approved by the Seller, as compliant with the Building Covenants prior to the commencement of work.

16.2 The Buyer must submit the following working drawings along with the Application Form for Design Approval prior to lodging an application for building approval with the Brisbane City Council:

(a) Site Plan (1:200) – showing all boundaries, original and proposed finished ground levels, allotment boundaries and north point, location of water tanks, clothes lines and outbuildings;

(b) Floor Plans (1:100) – showing habitable rooms, all living areas, doors, windows, and overall dimensions and roof line over;

(c) Elevations (1:100) – showing four sides, of the proposed building height above existing ground level and proposed materials, windows and doors;

(d) Materials and colour schedule showing building materials and colours proposed for external walls, roofing, water tanks, pathways, driveway and fencing; and

- (e) Landscape Plan (1:200) – showing the landscape and external works, driveways, paths, terraces, swimming pools, retaining walls, garden sheds, plantings and fencing locations.

## **17. Construction**

- 17.1 The Buyer must start construction of the dwelling within 12 months from settlement and complete the dwelling, fencing, driveway and landscaping on the land within 9 months of construction commencement.
- 17.2 No residential occupation of the residence constructed on the lot can take place until such time as the residence has been issued with a final approval by the Brisbane City Council or private certifier.
- 17.3 The lot must be kept in a neat and tidy state both prior to and after construction of any improvements. The grass must be cut on the lot at least every 2 months or the Seller (or its contractors, employees or agents) may enter upon the lot and have access to the lot to maintain, slash or mow the lot, in which case the owner must pay to the Seller the sum of \$60.00 immediately upon demand. The Buyer agrees that the access or entry onto the lot by the Seller (or its contractors, employees or agents) is irrevocable and does not constitute trespass.
- 17.4 No material of an unsightly nature is to be placed or allowed to accumulate on the or stored on the lot except for a domestic rubbish bin.

## **18. Display Homes**

- 18.1 The Buyer must not permit any dwelling house constructed on the lot to be used for the purposes of a display home or for the purposes of marketing display homes unless the prior written consent of the Seller has been obtained.
- 18.2 The Buyer cannot object to and acknowledges that display homes may be built within the development from time to time with the permission of the Seller.
- 18.3 The buyer cannot object to and acknowledges that lots 1 – 11 & 261, 262, 264 – 271 in stage 1 may have a dwelling house constructed on the lot to be used for the purposes of a display home.

## **19. Sale by Registered Proprietor**

- 19.1 The Buyer must not sell, transfer, dispose of, lease or in any other way part with possession of the Land, without first delivering to the Seller a deed in favour of The Seller signed by the assignee. The deed must contain:
  - (a) a covenant by the assignee agreeing to be bound by and to comply with these Building Covenants; and
  - (b) a covenant that the assignee will ensure any subsequent assignee will obtain a further deed on these terms.

## **20. Innovative Design**

- 20.1 The Seller 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.

## **21. Variations**

- 21.1 The Seller shall have the right to vary, exclude or elect not to enforce any of the conditions herein set out in respect of the subject land or any other land within the residential estate. The Buyer specifically absolves the Seller from any liability whatsoever for any action taken in varying, or electing not to enforce, or excluding any conditions.

## **22. Compliance with Building Covenants Generally**

### **22.1 The Buyer:**

- (a) acknowledges that the Seller has a significant investment in the Estate, and has an interest in maintaining the value and desirability of lots within the Estate;
- (b) acknowledges that a failure by the Buyer to strictly comply with the Building Covenants will diminish the value of the Seller's significant investment in the Estate;
- (c) acknowledges that a failure by the Buyer to strictly comply with the Building Covenants will diminish the value and desirability of:
  - (i) unsold lots in the Estate in the hands of the Seller; and
  - (ii) lots sold by the Seller to other owners within Estate;
- (d) agrees that in the event that the Buyer does not strictly comply with the Building Covenants, the Seller will have legally enforceable rights against the Buyer, including the right to seek orders from the Courts compelling compliance by the Buyer, the right to enter onto the lot to undertake works to remedy a non-compliance and/or the right to seek damages against the Buyer; and
- (e) hereby irrevocably grants to the Seller or the Seller's representative or 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 Seller to the Buyer to rectify the breach and that breach has not been rectified within the period provided for in the notice.

- 22.2 The Buyer warrants and represents to the Seller that the Buyer will comply strictly with the terms of the Building Covenants and that it has the capacity to do so.

- 22.3 The Buyer acknowledges that the Seller has relied on and been induced by those warranties and representations, to enter into the Contract with the Buyer to sell the lot.

- 22.4 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.

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Buyer 1

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Buyer 3

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Buyer 2

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Buyer 4

## APPLICATION FORM FOR DESIGN APPROVAL

Please detach this form and complete the details for the submission to the Seller for plan approval.

### Property Details:

Lot Number:

Street Address:

### Owner(s) Details:

Buyer 1 Name:

Buyer 2 Name:

Buyer 3 Name:

Buyer 4 Name:

Current Address:

Telephone:

Email:

### Applicant Details:

Name:

Company:

Address:

Telephone:

Email:

Allow a minimum of 14 working days for processing and assessment on the provision all required documentation is submitted. Include the following documents (tick box):

### APPLICATION DOCUMENTS REQUIRED FOR SUBMISSION

- ☐ Site plan for the lot and proposed structure(s) showing setbacks from all boundaries, eaves overhang, fence details, landscaping, outbuildings, driveway access and path details. Fence details are to show material and height. Minimum scale 1:200.
- ☐ Floor plans, including roof plan. Minimum scale 1:100.
- ☐ Elevations from all sides of the structure(s), including building heights, roof forms and roof pitch. Minimum scale 1:100.
- ☐ Schedule of external materials, colours and finishes, including driveway. This is to be in the form of a colour board with samples attached.
- ☐ Application Form for Design Approval.

### APPLICATION SUBMISSION

All applications are to be sent to [jarod.herden@colliers.com](mailto:jarod.herden@colliers.com).