



ANNEXURE C: PANORAMA VIEWS ESTATE TOLGA STAGE 1 – BUILDING COVENANTS & DESIGN GUIDELINES

1 Acknowledgements

- 1.1 The Buyer acknowledges that the land agreed to be sold forms part of a high quality residential estate and that it is in the Buyer's interests that supervision and control be exercised by the Seller to ensure that a high standard of design and construction of dwelling houses is maintained.
- 1.2 The Buyer acknowledges that Panorama Views Estate is being developed in a number of stages over an extended period of time. As a result further works will be attended to by the Seller and others to progress the Estate. Whilst the Seller will use it best endeavours to cause as little interference to the Buyer as possible, the Buyer acknowledges and accepts and takes no objection to such works being attended to.
- 1.3 The Buyer covenants and agrees as follows:

2 Approval of Plans

- 2.1 The Buyer must comply with these building covenants and all other regulations and laws associated with the construction and design of your dwelling.
- 2.2 The Buyer shall not commence any construction or improvements to the property without obtaining written approval from the Seller.
- 2.3 The Buyer shall not erect any structure on the land other than a dwelling house with associated outbuildings designed and intended for occupation as a single unit dwelling.
- 2.4 Any dwelling house erected on the Land will have a gross floor area of not less than 150m² of area (inclusive of patios, carports, garages, pergolas and other outdoor living areas).
- 2.5 A full copy of this document must be provided by the Buyer to their builder prior to signing a Building Contract, in order to avoid any conflicts that may arise.

3 General Guidelines

- 3.1 The Buyer shall not further subdivide the land or develop multiple dwellings on the land.
- 3.2 The Buyer may purchase adjoining allotments and amalgamate those allotments with the land provided only one single dwelling house is constructed.
- 3.3 Temporary structures must not be erected unless associated with the development of the dwelling and may only be present during the construction period.
- 3.4 Second hand building materials are not to be used on the exterior of the home and plain Fibro sheeting, plain Hardiflex sheeting, or similar board is not permitted on the exterior vertical surfaces of the home unless covered, or partially covered (50% coverage), by a decorative feature.
- 3.5 The Buyer will not erect, permit to be erected, or permit to remain upon the land, any relocated structure or any living shelter or structure regarded as being relocatable or transportable, i.e. mobile homes and shipping containers.
- 3.6 Buyers are not allowed to camp or reside in a caravan on the vacant land
- 3.7 Clause 3.5 is not intended to preclude camping in the back yard of your completed home, or to preclude visitors from staying in caravans or motor homes when visiting the Buyer in there completed dwelling.
- 3.8 While construction is being carried out, any damage to neighbouring property must be reported to the Seller.
- 3.9 During construction, temporary storage of rubbish must be provided and all thoroughfares must be kept clean and tidy of dirt and building materials.
- 3.10 All excavated material must be used, or removed, within 30 days after excavation.
- 3.11 Construction of a compliant dwelling on the land must commence within 24 months of the date of settlement and be completed within 36 months from date of settlement.
- 3.12 The Buyer will not allow rubbish to accumulate on the land at any stage and must keep the land clean and tidy at all times.
- 3.13 The Buyer will not store, or permit to be stored any raw materials or spoil, or building materials on the vacant land other than during construction of the dwelling or other structures. Grass must be mowed regularly and look kept.

- 3.14 No advertising signs are permitted to be erected on the land without prior written consent of the Seller. A single builder's sign is acceptable provided it is less 1200mm x 1000mm in size. Hand written signs are not acceptable.

4 Roads & Driveways

- 4.1 Only one driveway and cross over may be constructed on the land and should be to FNQROC standard which requires a minimum width of 5.4m at the street kerb and should be no wider than 7 meters at street kerb.
- 4.2 Plain Concrete driveways are not allowed and Driveways must be constructed of one or more of the following:
- Masonry clay pavers.
 - Exposed aggregate concrete.
 - Coloured concrete.
 - Stamped or stencilled concrete
 - Stone pavers.
- 4.3 The Buyer must construct a driveway in good quality non slip products and be constructed of good quality workmanship.

5 Fences

- 5.1 All fences must compliment the dwelling. This may include one or a combination of the following: Rendered masonry, Brick work, Powder coated aluminium, Colorbond steel or Timber
- 5.2 Fencing on side and rear boundaries can have a maximum height of 1.8 meters.
- 5.3 The Buyer waives any right to claim contributions from the Seller towards any dividing fences between the Property and any other land owned by the Seller or any of the Seller's related entities.
- 5.4 Any street front fencing, which comprises of any fencing forward of the building setback alignment, must be approved by the Seller prior to construction.
- 5.5 The following will be taken into consideration when approving any Street front fencing:
- a. Approved materials are materials which match or complement the main dwelling
 - b. Shall incorporate a 600mm landscaping setback from the street front boundary line for planting of gardens to soften the street front fencing
 - c. Driveway gates are required to be 6.0m back from the concrete street kerb so as to be sufficient space to fit a car
 - d. Special considerations are applicable to corner allotments.

6 Landscaping

- 6.1 Landscaping shall be designed to enhance and compliment the existing natural environment of Panorama Views Estate.
- 6.2 The Buyer shall complete all landscaping within 30 days of occupying a dwelling house on the land.
- 6.3 The minimum Landscaping requirement includes:
 - a. Quality turf to be laid from the back of the concrete street kerb, over the footpath and to all areas of the Buyer's land visible from the street or in public view.
 - b. And 5m² of appropriately planted and mulched gardens in the front yard that is visible from the street.

7 Building Heights & Setbacks

- 7.1 The over all height to the top of any structure shall be no greater than 7 metres.
- 7.2 Second stories of dwellings shall be no greater than 70 % of the ground floor area.
- 7.3 Owners wishing to erect two story dwellings must demonstrate that there will be no infringement upon immediate neighbours.
- 7.4 Any high set dwelling will have its subfloor area either:
 - 1. fully enclosed on all sides, or
 - 2. have decorative balustrade, on all sides
- 7.5 Specific set backs for the ground floor are to follow Local Council guidelines which are generally as follows:

Front – 6.0 meters OMP (Outer Most Point) from street boundary.

Side – 1.5 meters OMP from side boundaries, however consideration may be given, in accordance with council guidelines regarding Garages.

Rear – 3.0 meters OMP from rear boundaries.

8 Roofs

- 8.1 Any dwelling or other structure including sheds and garages will have a Colorbond or tiled roof. Plain zincalume or galvanised roofs are not permitted.
- 8.2 Alternate roof materials with architectural merit will be considered by the Seller.
- 8.3 All roofs to be pitched at no less than 20 degrees

- 8.4 Alternate roof pitches with architectural merit will be considered by the Seller, i.e. skillion style roofs are acceptable and can have a lower pitch as approved by the Seller.
- 8.5 Any structures erected on the roof of the dwelling house or outbuildings (such as aerials, solar hot water systems, air conditioning cooling towers or plant) shall be located so as to minimise their visual impact from the Roadway, and so as to minimise the obstruction of views from neighbouring allotments.

9 Colours

- 9.1 The Buyer shall select external colours that are not reflective and generally compliment the surrounding environment.
- 9.2 The Seller reserves the right to reject a colour scheme that the Seller, in its sole discretion, deems it to have a negative effect on the visual amenity of the estate and or a negative effect on visual amenity of the Buyer's neighbours.

10 Garages, Sheds and Outbuildings

- 10.1 A double lock up garage shall be constructed at the same time as the main dwelling and if separate from the main dwelling, the separate garage shall be designed in harmony with the main dwelling and be consistent in design, materials, finishes and colours.
- 10.2 If possible the garage should be incorporated in the design of the dwelling.
- 10.3 Sheds are permitted to be constructed in colorbond steel, rendered masonry block, brick, and horizontally patterned claddings.
- 10.4 Buyers need to be aware that it is a requirement both of the Seller and the Local Council that all sheds and outbuilding require an Application for Building Approval from the Local Council.
- 10.5 Sheds will be positioned towards the rear of the allotment to minimise their visibility from the street.
- 10.6 The maximum size of a shed is based on Local Council requirements. The developer's approval of sheds is on an individual basis. The developer will look favourably on large sheds to store Motor homes, caravans and other recreational or commercial vehicles.

11 Recreational and Commercial Vehicles

- 11.1 Caravans, Campervans, Motor homes, Boats, Trailers, and other recreational or commercial vehicles, plant and equipment are not to be stored or parked on the street, footpath or stored on the lot forward of the building setback alignment. They are to be screened from view with approved fencing or other screens if located elsewhere on the allotment. These vehicles are permitted to be parked forward of the building setback alignment for the purpose loading and unloading and during normal course of business by visiting trades people.

12 Ancillary Structures

12.1 The Buyer must locate:-

- a. air conditioners in a discreet manner away from public view and with minimum noise to neighbouring properties.
- b. T.V. antennas and satellite dishes are to be placed in a position which causes minimal visual impact to adjoining neighbours.
- c. solar water heaters or solar panels may be located flush on the roof in a discreet manner and not raised above the roof profile.
- d. rain water tanks out of public view. The colour of the rain water tank shall compliment the colour of the dwelling.
- e. Clothes lines away from public view *and* where they have minimal visual impact. Foldaway or retractable clotheslines are preferred.
- f. letterboxes which are of a stable structure and compliment the colour and design of both fencing and dwelling and be in accordance with the Australia Post Preferred Standard.
- g. rubbish bins must be stored in an area not visible from the street.
- h. Storage sheds in an area which is not visible from the street and which compliment the design of the dwelling.
- i. and construct outdoor structures such as pergolas, gazebos, storage sheds and should be designed to complement the dwelling and surrounds.
- j. Recreational play equipment such as swings, slides, jungle gyms, skateboard ramps and basketball hoops out of public view.

13 Swimming Pools, Spas and Pool Fences

13.1 The Buyer shall:-

- a. Design swimming pools and spas to complement the architectural form of the dwelling as well as landscape design.
- b. Locate the swimming pool to take into consideration noise, privacy and visual impact to neighbouring allotments.
- c. Construct swimming pool fences of glass or coloured aluminium/steel railings in accordance with local council regulations.
- d. Ensure that the colour and design of pool fencing is sensitive to the dwelling and surrounds.

14 Earthworks

- 14.1 A detailed earthworks plan must be submitted with all applications.
- 14.2 The Buyer will ensure that earthworks and building on the land do not result in stormwater being discharged from the land through any channel, drain or pipe in concentrated form onto adjoining land, and will ensure that all stormwater from the land is discharged to stormwater drains on the roads, or onto drainage easements or drainage reserves within the estate.
- 14.3 All existing levels are to be maintained on all boundaries and any cut and or fill embankments are to be kept a minimum of 600mm away from boundary lines
- 14.4 All cut and fill embankments shall be retained as per Local Government requirements and as follows:
- a. keep all retaining walls 600mm minimum from boundary lines
 - b. Where a slope is greater than 1:1 on cut batters, and 1:2 on fill batters, then the embankment shall be retained by treated timber sleeper, masonry, concrete or other approved material.
 - c. All embankments requiring retaining shall have the approved retaining walls completed before habitation of the main dwelling.
 - d. Any retaining walls above 900mm in height must be approved by Seller before construction.

15 Occupancy

Occupancy of the dwelling shall not commence until:

- a. A Form 21 Certificate of Final Inspection has been issued
- b. Functional curtains or other window furnishings are installed to any glass window visible from the street
- c. A compliant driveway is installed

16 Animals

- 16.1 No livestock, poultry or other animals are to be brought onto, raised, bred, or kept on the land that contravenes any local Council by laws and regulations, or contravenes any of the following:
- a. Poultry and pigs are not allowed
 - b. Dogs and cats must be registered with the local Council
 - c. Dogs are to be suitably enclosed by fencing or other means so as to not roam or cause disturbance to neighbours

17 Variation of Covenants

The Seller reserves the right to amend, vary, or not enforce any of the covenants as it sees fit at any time. The Buyer specifically absolves the Seller from any liability whatsoever for any action taken in amending, varying, or electing not to enforce or excluding any conditions.

18 Default

If the Buyer fails to comply with any of the contained Building Covenants then the Seller may notify the Buyer in writing of the breach and give the Buyer 14 days to rectify the breach. If the Buyer does not rectify the breach in 14 days then, without further notice, the Seller or the Seller's employees, contractors or agents, shall be permitted to enter the property to rectify or remove any contravening item. The Seller may then claim the costs to rectify the breach from the Buyer.

19 Sale by Buyer

The benefit of the covenants in this clause shall continue in full force and effect and will be binding on the Buyer and the Buyer's executors, administrators, successors and assigns. If the Buyer sells, assigns, leases or otherwise parts with the possession of the land to any other person, the Buyer will obtain from such other person a covenant in favour of the Seller containing all of the provisions of this clause and their covenants.

20 Council Requirements

The Buyer will comply in all respects with the requirements of the Local Council in relation to any building or structure on the land. The granting of an Approval by the Seller to any requirement in these covenants does not negate the need to seek approvals from the Local Council or any other statutory body.

21 Damages

The Buyer expressly acknowledges that the conditions of this clause are for the mutual benefit of itself and the Seller and for the benefit of other Buyers of land in the residential estate and further acknowledges that a breach of any of the provisions of this clause will adversely affect the value and saleability of other allotments belonging to the Seller in the estate. The Buyer therefore agrees to pay on demand by way of liquidated damages and not by way of a penalty the sum of TWENTY THOUSAND DOLLARS (\$20,000.00), for any breach of any of the provisions of this clause but without prejudice to such other rights and remedies as the Seller may have as a consequence of such breach.

Seller _____

Buyer _____

Witness _____

Witness _____

Date _____

Date _____