

# Central Park Estate - *Laidley*

## BUILDING COVANANT – ANNEXURE ‘A’

**The Buyer** acknowledges and agrees with the developer that the subject land is part of a large development the object of which is to establish a modern and well designed residential estate and it is desirable that supervision and control be exercised by the Developer for the protection and in the interest of the buyer in relation to the nature and type of construction to be erected on the land and accordingly the Buyer declares and covenants with the Developer that:

### **Approval of plans**

No construction or improvement or excavation shall be implemented or proceeded with unless site plans, floor plans, and elevations of the same as proposed to be submitted to the Laidley Shire Council have been **first approved in writing by the Developer** (which approval shall not be unreasonably withheld) and it shall be at the absolute discretion of the Developer As to whether any such plan and/or specifications or construction shall conform to the general high standard of the proposed development and weather the same shall be approved.

A Building Covenant Checklist should be duly completed and then attached and presented with your Building Plans to Kirkglade Pty Ltd at the address stated below.

- Building Plans to A3 size should be fully dimensioned and include:
- Site Plans
- Elevations
- Floor Plan Layout
- Fencing Details
- Cut & Fill details and retaining wall details
- Landscape Design
- Driveway Details
- Garden Sheds or Outbuildings

An allowance of approximately 5 working days should be made for the processing of your Covenant Application. The building Covenant Checklist must be signed by your Builder to confirm that he has read and understood his obligations to you under the Building Covenant.

All building plans and full documentation mentioned above should be lodged at the following address:

Kirkglade Pty Ltd  
1 Montauban St  
IPSWICH 4305  
Phone/Fax : 07 34285260

## **Earthworks**

No soil or gravel shall be dug or removed from any lots except in the way of excavating for the foundations of any building to be erected thereon or for use in such buildings or in preparing or laying out gardens to be occupied therewith. Details of proposed earthworks must be accurately shown on building plans, together with details of appropriate erosion and siltation prevention provisions – at no time shall earthworks or land formation cause the discharge of concentrated storm waters or siltation upon adjoining lands or watercourses.

## **Removal of trees**

No trees will be unnecessarily removed from the subject land. The Buyer acknowledges that he will protect the trees on Laidley Central Park as much as possible.

## **Building Materials**

No dwelling including any attached or detached garage, carport or other structure shall be erected or permitted to be erected:

- (i) From second hand materials or substandard materials;
- (ii) With external walls of materials other than brick, stone or painted timber or timber substitute. Under no circumstances will fibro or plaster sheeting be allowed.
- (iii) Developer will agree to timber being the dominant feature in some designs, provided that (in the Developer's opinion) the finished product does not conflict with the Developers obligations to all other Buyers under the covenant. "Queenslander" style homes are encouraged.

## **Roof Materials**

Roof materials may include:

- (i) Clay or concrete tiles
- (ii) Pre-finished Corrugated metal sheeting eg. Colorbond
- (iii) Corrugated Zincalume sheeting ( provided the owner can demonstrate that the reflection from the roof will not cause nuisance to other residents

Roofing is recommended to be at a pitch of not less than 20 degrees from the horizontal with a minimum of 600mm eaves unless precluded by architectural styling and the variation is acceptable to the Developer.

Gutters and Downpipes are to be pre-finished or painted to match the dwellings design.

Air conditioning devices or similar structures shall not be erected on the roof facing or visible from the street in any case.

## **Dwelling House Frontage, Floor area & Orientation**

- a) The dwelling house shall have the following:
- (i) A total floor area of **150m<sup>2</sup>** or more is recommended, such an area may include any attached garage (single or double garage) and/or connecting breezeway and/or covered verandah provided the internal living area is of no less than 110m<sup>2</sup> which includes a minimum of three bedrooms.
  - (ii) It is recommended the dwelling shall have an internal floor area of 120m<sup>2</sup> or more and include a minimum of three bedrooms, if the garage shall, with the approval of the Developer as provided by clause (i) hereof, be erected as a separate structure **concurrently** with the erection of the dwelling house.
  - (iii) The front elevation must have an attractive appearance facing the street have a good street appeal.
  - (iv) The frontage of the dwelling facing the street must be a minimum of 12 meters including any attached garage.
  - (v) Should the frontage of the dwelling facing the street be less than 12 meters including any attached garage (not including any detached garage), then the dwelling is recommended to have a floor area of 170m<sup>2</sup> or more, such an area may include any attached garage and/or connecting breezeway and/or covered verandah.
  - (vi) Corner Lots: On corner lots, the longer frontage of the dwelling house should face the longer street frontage of the allotment.
  - (vii) Repetitious designs are to be avoided and Kirkglade Pty Ltd reserves the right to refuse applications for dwellings of similar appearance located at less than 80 meters apart in any street.
  - (viii) The following environmental principals make the house more liveable by ensuring the house is correctly orientated to make the home cooler in the summer and warmer in winter. The following simple steps **must** be followed.
    - a. the living & kitchen areas of the dwelling must predominatly face the north or east:
    - b. the bedrooms, bathrooms, laundry, utility rooms and garage must be located predominantly on the southern or western boundary of the allotment.
    - c. The outdoor entertainment area must be located predominantly on the northern or eastern side of the allotment.
- b) Each dwelling must include as a minimum a single garage which may be:
- (i) Integral to the main dwelling OR
  - (ii) Attached to the main dwelling OR
  - (iii) Detached from the main dwelling

### **Garages, Sheds, Verandahs, Extensions, Outbuildings**

- a) No garages or verandah or extension to a dwelling or outbuildings or sheds shall be constructed without plans and/or specifications first being approved by the Developer.
- b) Garages should be constructed of the same materials and colours as the dwelling house.

Colorbond garages will be considered provided they are:

- a. set back a minimum of 3 meters behind the front alignment of the dwelling house
  - b. are totally enclosed;
  - c. in colours which complement the colours of the dwelling house
- c) Sheds will be considered provided:
    - a. They are located in the rear portion of the allotment behind the rear building alignment of the house and are non-obtrusive.
    - b. They do not conflict with or form a dividing fence
    - c. They are constructed of non reflective materials eg. Colorbond in a colour similar to the house roof or wall and complement the construction of the dwelling house.
    - d. Any garden shed/outbuilding is to be screened from view from any street.
    - e. Any garden shed/outbuilding must have covenant approval in writing by the developer.
    - f. Any outbuilding must have council approval

### **Garages, Garden Sheds and Other Outbuildings as a Sole Structure**

The Buyer will not construct or move a garage or outbuilding of any type on the land as a sole structure without first applying to and obtaining from the Developer its WRITTEN permission to do so. The Developer shall be under no obligation to approve an application for a sole structure if in its reasonable opinion the sole structure would be in conflict with its obligation to all Buyers under the Covenant.

### **Uncompleted buildings**

No building shall be left without substantial work being carried out for longer than one month. Total construction time for erection of a building shall not exceed nine months.

### **Temporary Structures**

There shall not be erected on or placed or suffered to be or remain on the said land any caravan, tent, temporary building or structure or other installation of any thing of a like nature except sheds, workshops or office rooms to be used for the purpose of and in connection with the building of permanent buildings in the course of construction and in no instance shall any structure be used as a temporary dwelling.

### **Previously Erected Buildings**

No buildings previously erected on other land shall be erected or placed on said land.

### **Driveway**

Every home must have as a minimum standard a concrete or paved driveway which must be constructed **simultaneously** with the completion of the dwelling house.

### **Fencing**

No fence shall exceed 1.22m (4'0") in height above natural ground level forward of the front alignment of the dwelling house and 1.83m (6'0") in height above natural ground level elsewhere. Notwithstanding anything in "The Dividing Fences Act of 1953" or any amendment thereof to the contrary contained the Seller shall not be liable to or required at any time by the Buyer his executors administrators or assigns to join in or contribute towards the expense of maintaining or erecting any fence or fences erected or to be erected or for fencing any of the dividing lines between the lands sold and any land unsold or held by the Seller.

### **Screening**

Clothes lines, hot water systems, gas tanks, rainwater tanks, air conditioning units, TV aerials, tanks or similar structures must be located along the sides or rear of the house and screened from view from any street. Consideration should also be given to screening same from adjoining houses.

### **Landscaping**

Landscaping is an important visual and environmental feature of this estate. All buyers are to design and implement their gardens to the highest possible standard.

For the dwelling covenant approval, the Buyer is required to submit to Kirkglade Pty Ltd a complete landscaping design for all gardens forward of the dwelling house. Approval of a design is required in conjunction with the covenant application and the design shall include plant species and sizes.

All areas visible from any street are to be landscaped with some mulched garden beds within 14 days of the completion of the dwelling house. Landscaping including turfing from the front of the dwelling to the curb, excluding garden areas and driveway should be fully complete within three (3) months of completion of the dwelling house.

### **Maintenance of land**

No rubbish shall be allowed to accumulate or be placed upon the land hereby sold. The Buyer shall ensure that builders make approved provisions (eg. industrial bins) for tidy storage and disposal of rubbish surplus materials and packaging. In the event of rubbish accumulating upon the said land or of there being excessive growth of grass or if such grass becomes unsightly or in need of cutting, then the Developer, its agents, employees and workmen shall be at liberty (but shall not be obliged) to cut the said grass or remove rubbish at any time or from time at the Buyer's expense. During construction of any improvements, the Buyer shall ensure that the builder engaged shall comply with this requirement and that the builder does not place any building materials, rubbish or

vehicles on adjoining lots. The buyer is responsible for any costs of repairing damage to the footpath or adjoining lot damaged by the builder.

### **Single Dwelling Only**

The Buyer shall not construct on the subject land more than one private dwelling house. The Buyer shall not erect on the subject property a strata title building unless the same is presently permitted by virtue of any town planning provisions and without requiring the consent of the local authority. The Buyer shall not make any application to the local authority for the purpose of re-zoning the subject property from zoning it presently has and shall not make any application to the local authority for any consent to use the subject property or to construct anything on the subject property which without such consent the Buyer may not lawfully use or construct. The Buyer acknowledges that in entering into this contract or in giving any such consent as foresaid the seller has not made or makes any representation, nor had given or gives any warranty, that the local authority will give any particular approval or consent in any particular application by the Buyer. The Buyer acknowledges and agrees that the Seller may in its absolute discretion erect on any land in the development (single or multi-story) for residential or other than residential purposes and may apply for such re-zoning of land in the development as it may in its absolute discretion think fit and contained herein expressly or implied shall be taken to limit the right of the Seller to deal with other land in a development in such a manner as it may from time to time see fit.

### **Signs and Hoardings**

No advertisement, sign or hoarding shall be erected on any part of the land hereby sold without the prior consent in writing from the Developer.

### **Designer's and/or Builders Acknowledgement**

The Buyer's designers/builders must acknowledge the contents of the covenants clauses and confirm, in writing, the inclusion of and provision for the Covenant's terms and conditions in the building contract between the Buyer and the builder.

### **Sale or Disposition**

Should the Buyer sell or transfer title of the property in any way then he is obliged to the Developer to obtain from the new Buyer a covenant in similar terms to this between the Developer and the new Buyer and the Buyer will be liable for any negligence for non-compliance on his behalf and on receipt of such new Covenant the Buyer's obligation to the Developer will cease.

### **Developers Right to Vary or Exclude any Covenant Conditions**

The Developer reserves the right at the request of the buyer or at its own instigation to vary or exclude any of the obligations under the Covenant provide that such action will only be taken by it in keeping with the aims to establish a modern, well designed residential estate. The Buyer hereby absolves the Developer from any liability whatsoever for any action taken in the variation or exclusion of any Covenant. The Developer acknowledges that new products designed as substitutes for the above materials will be marketed from time to time and provided these products, in its opinion, are not inconsistent with the aims of the community, they will be accepted.

### **No Merger**

- (i) The parties hereto agree that the provisions of this Covenant will not merge on the conveyance herein.
- (ii) Pursuant to the provisions of Section 3 of the Property Law Act 1974 to 1979, the Buyer has entered into these covenants on behalf of himself, his successors in title and the persons deriving title under him and such covenants shall have effect as if such successors or other persons were expressed herein.
- (iii) Under the breach of any of these covenants the Buyer and/or his successors in title shall, on demand, pay to the Developer by way of liquidated damages and not by way of penalty, the sum of \$25,000.00 and provided further that, in the event of the Buyer selling said land prior to a dwelling house being erected, the Buyer will require the person to whom the said land is sold to execute a covenant in similar terms to this condition whereby liquidated damages in the sum of \$25,000.00 are payable direct to the Developer upon breach of the said covenants by the person to whom this land is sold.

### **General Covenants**

Vehicles such as caravans boats, trailers, trucks, work vehicles and the like should not be parked within the road reserve or allotments unless they are suitably screened from the road and adjoining houses.

### **Amendments**

No amendments or deletions to the terms and conditions of this Covenant will be accepted or acknowledged without prior written approval of the Board of Directors of the Developer.

The Buyer hereby acknowledges that they have received and read all pages of this Covenant.

These Conditions of Sale are annexed to and form part of a Contract of Sale

BETWEEN Kirkglade Pty Ltd A.B.N. 68061787157 (As Developer)

AND \_\_\_\_\_ (As Buyer)

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 200

Lot \_\_\_\_\_ on SP \_\_\_\_\_

\_\_\_\_\_  
Developer

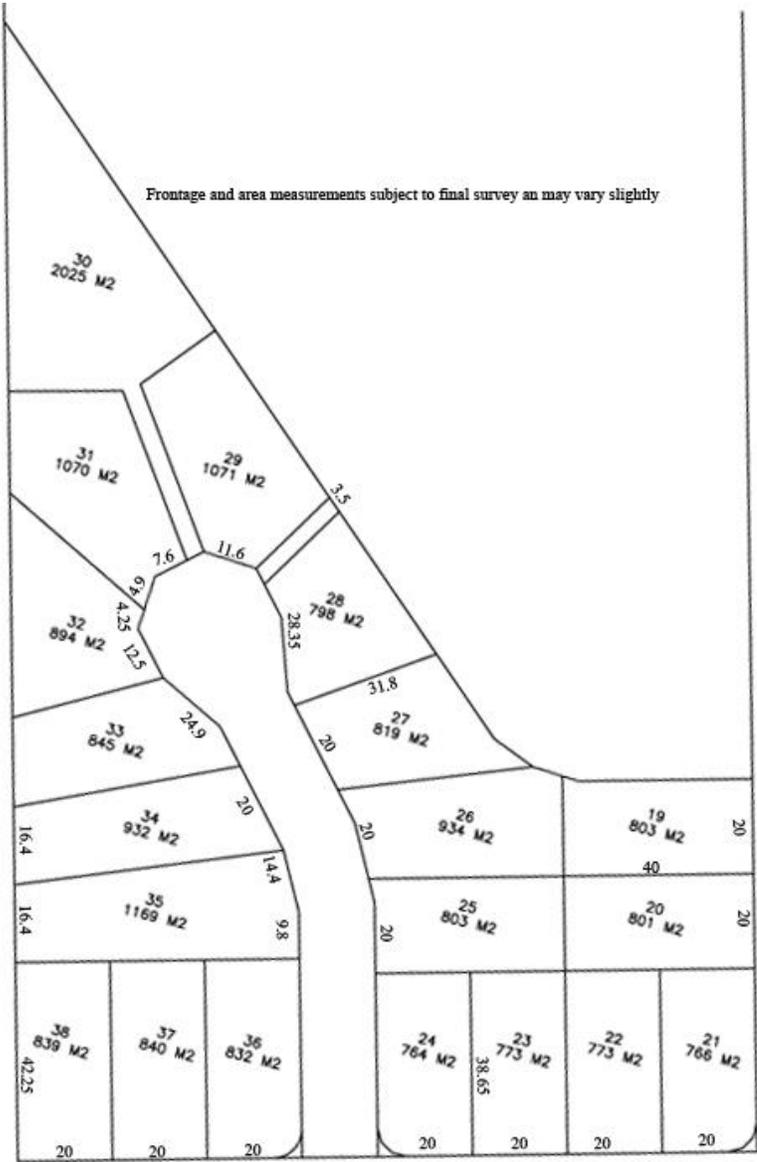
\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**ATTCHMENT:** The stage plan setting out the building lot alignments must be attached to this Covenant and signed by the Buyer.

# Central Park Estate, Laidley- Stage 2



NAPIER STREET

Buyer \_\_\_\_\_

Developer \_\_\_\_\_

Date \_\_\_\_\_

# Building Covenant Check List

## ALLOTMENT DETAILS

Lot No.....Street.....  
Buyer(s) Name .....  
Address .....  
Telephone No. Business .....AH .....

**HOUSE DETAILS** include site plan , elevations, floor plans, fencing, landscape and driveway details

Exterior wall material(s) ..... Exterior coating (if applicable).....  
Roof material .....  
External wall colour .....Roof colour.....  
Living area (excluding garage) ..... Garage area.....m2  
House orientation maximizes environmental principals as in covenant.....  
Outdoor living area (patios, verandahs) .....m2  
Fencing plans enclosed or .....Fencing materials .....  
and height (1)foreward of house.....(2)side boundaries.....  
Landscape plan enclosed (minimum front garden design and mailbox location shown).....  
Driveway plans shown.....  
Driveway materials and colour.....  
Other proposed structures shown on plans (TV antennas, air conditioning units, clothes line, swimming pools, garden sheds, rainwater tanks, etc)  
.....

## EARTHWORKS

Cut or fill details .....  
Retaining walls shown .....

## BUYER

Date .....Signed .....(Buyer or on behalf of buyer)

BUILDER (print name )..... Telephone No. ....

Date .....Signed .....