

PARKLAKE

A D A R E

BUILDING COVENANT



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01.

BUILDING COVENANT



BUILDING COVENANT

- 1.1** The Buyer acknowledges that the Land is part of a quality residential estate being developed by the Seller and that it is desirable and in the interests of all Buyers that the Seller exercises supervision and control to ensure that a high standard of design and construction of dwellings is maintained.
- 1.2** In consideration of the execution of the Contract part, the Buyer covenants and agrees to these covenants.
- 1.3** The Buyer acknowledges that these covenants are given by the Buyer for the benefit of the Seller and they can be enforced by or at the direction of the Seller.
- 1.4** The Seller shall have the right to vary, exclude or elect not to enforce any of the conditions set out in these covenants in respect of the Land or any other land within the residential Estate. The Buyer specifically releases the Seller from any liability whatsoever for any action taken in varying or electing not to enforce or excluding any covenant with the Buyer or any other third party.

COVENANT ON DISPOSAL OF LAND

- 1.5** The Buyer shall NOT sell, transfer or otherwise dispose of the Land to any person without first obtaining from such person a deed of covenant in favour of the seller to be bound by the same terms and conditions as are contained in this covenant and which is in the form annexed to this building covenant. If the Buyer does not comply with this provision, the Buyer will indemnify the Seller against all loss and damage incurred by the Seller as a result.

DEVELOPMENT OF ADJACENT LAND

- 1.6** The Buyer will NOT object or promote any objection to any proposed developments by the Seller in relation to adjacent lands.

PRIOR APPROVAL

- 1.7** All plans and specifications for the erection of improvements and associated foundation work on the Land are to receive prior approval in writing from the Seller (which approval shall NOT be unreasonably withheld) within 14 days.

02.

ARCHITECTURAL FORM & CHARACTER

MATERIALS AND TEXTURES

2.1 GARAGES

- (a) All dwellings must have a fully enclosed 2 car garage constructed of the same materials as the dwelling. The garage may be attached to, contained under or detached from the dwelling. When the garage is detached, a set of plans (including a site plan showing the location of the garage) and specifications must be submitted at the same time as the house plans for covenant approval.
- (b) The garage must be constructed and completed at the same time as the dwelling and be compatible with the house design.
- (c) Any detached shed shall NOT be constructed without the prior written approval of the Seller. The shed may not be constructed from plain galvanized metal and the shed must be located in the rear portion of the land and at the rear of the dwelling and be unobtrusive from the street frontage.
- (d) The buyer may NOT reside in the shed.

2.2 Any external walls shall be predominantly brick masonry, rendered or bagged finish colorbond (not galvanised silver), timber, linear board, matrix cladding or other similar lightweight materials. Stone, sandstone and other natural products, concrete and other masonry products. Roof shall be colorbond, terracotta or cement tiles or slate.

2.3 All driveways are to be constructed of paved or compacted material or asphalt to a hard surface including road base and are to be consistent with the general landscape of the area. Driveways shall NOT be constructed of compacted dirt.

2.4 The dwelling house must have a dwelling frontage (front façade width) of at least 16 metres measured from the outer external walls.

2.5 The front elevation of the dwelling should have an attractive appearance when viewed from the street. The approach to the front door must be prominent and visible to the street, covered by a porch/veranda or portico with a roof.

2.6 FENCING

- (a) The fencing shall NOT exceed 1.83 metres height above the natural ground level and shall be constructed of standard post and wire or such other material consistent with the dwelling. No fences shall be constructed of corrugated iron, asbestos, cement and barbed wire.
- (b) The Buyer shall in NO circumstances seek any contribution from the Seller and waives all rights against the developer under the Dividing Fences Act 53 as amended.

03. OUTDOOR & UTILITY AREA

04. BUILDING OPERATION REQUIREMENTS

OUTDOOR & UTILITY AREA

- 3.1** Any caravan, boat, trailer or vehicle stored or parked on the Land (if same is not housed in a garage or outbuilding) shall be stored or parked behind the front building line of the dwelling or neighbouring properties.

BUILDING OPERATION REQUIREMENTS

- 4.1** All dwellings are to be constructed by a registered builder.
- 4.2** Improvements previously erected or existing on or attached to other land are not to be erected or placed upon the Land with the exception of feature timber work eg, external timber posts, pergolas, timber flooring. Relocatable or transportable homes are not permitted to be attached to the land.
- 4.3** No person shall reside in the dwelling home prior to practical completion of construction.
- 4.4** The Buyer must NOT remove or excavate any soils or gravel from the Lot except, as many be necessary during the course of construction of the dwelling or the purposes of landscaping the Lot.
- 4.5** The Buyer must obtain the approval from the Lockyer Valley Regional Council prior to any excavation or placing fill on the Lot.
- 4.6** The Buyer shall NOT remove any trees form the Lot except those necessary for the construction of the dwelling, shed, driveway, septic and swimming pool and without the prior consent of the Seller and Lockyer Valley Regional Council.
- 4.7** During construction, the Buyer nor the Buyer's builder shall NOT permit any building materials, scrap metal, excavation or building rubble to be accumulated on the Lot or to encroach on any adjacent footpath to the Lot. The Buyer shall ensure that the builder has another receptacle to contain all such rubbish and materials.
- 4.8** The Buyer shall ensure that the builder must not damage any trees, footpath and turf or dislodge any survey pegs during the construction works and shall rectify damages so caused.
- 4.9** The Buyer shall ensure that the builder receives a copy of these covenants prior to the construction of the dwelling or any associated works on the Lot.
- 4.10** The Buyer is required to acquire and erect a 5000 Litre rainwater reuse tank adjacent to the main dwelling to accept rainwater run off from the roof of the main dwelling. This is an important requirement for the stormwater quality treatment in the estate. The tank must be in place for the completion of the dwelling and will be part of the covenant compliance processt.

05.

LANDSCAPE

06.

MAINTENANCE & AMENITY MATTERS



LANDSCAPE

- 5.1** The Buyer's landscaping design must incorporate a mix of trees, shrubs/hedging, ground covers and high-quality turf. The planting theme to be adopted is generally of a native, sub-tropical, contemporary or architectural character. All trees, shrubs and ground covers must be selected for their appropriateness according to their proposed location.
- 5.2** Planted gardens beds must be provided on the Primary Street Frontage. Garden beds should be planted with an appropriate number of shrubs/hedging and groundcovers that present highly at the time of planting. Garden beds should be edged with an attractive form.
- 5.3** Artificial turf is NOT permitted.
- 5.4** Your landscaping must be completed as part of the construction of your home. Completing your landscaping in a timely manner ensures that the appearance of the development is maintained.

MAINTENANCE & AMENITIES

- 6.1** The Buyer will NOT permit refuse to accumulate or be placed on the Land or on the verge and will ensure that the grass on the Land is mowed regularly. If in the opinion of the Seller rubbish has accumulated on the Land or there is an excess growth of vegetation and such rubbish or excess vegetation has not been removed within 7 days of receipt of written notice from the Seller, then the seller or the Seller's agents may enter the Land for the purpose of tidying the Land. This includes without limitation to slashing or moving of vegetation growing on the Land. The Buyer will pay to the Seller on demand the costs of carrying out such work.
- 6.2** No caravan or mobile home shall be used on the Land for residential purposes whether or not the dwelling house is constructed on the Land.

07.

BUILDING ACT

08.

TERMINATION

09.

SIGNS & HOARDINGS



BUILDING ACT 1975 AMENDMENTS

- 7.1** These Building Covenants are to be read and applied subject to the requirements of Chapter 8A of the Building Act 1975. If any term, requirement or condition of these covenants (or any part of them) is invalid or unenforceable for any reason (including as a result of the application and will be valid and enforceable) to the fullest extent permitted by law.

TERMINATION

- 8.1** The Seller may terminate these Building Covenants by giving written notice to the Buyer at any time after a period of one (1) year after the Seller settles the sale of the last lot in the Park Lake Adare.

SIGNS & HOARDING

- 9.1** No advertisement, sign or hoarding excluding builders' and real estate agents' signs shall be erected on any part of the land without the prior written consent of the Seller. The Buyer authorises the Seller and its agents to enter the land and remove any signs or hoardings that are erected without its consent.

10.

STORAGE

11.

MERGER

12.

LIVESTOCK

13.

FLOODING



NO STORAGE ON LOTS

10.1 The Buyer shall NOT use the Lot as a storage compound. Shipping containers are NOT permitted within the estate.

NO MERGER

11.1 The parties agree that the provisions of this covenant will NOT merge upon the completion of sale of contract.

NO LIVESTOCK

12.1 Keeping livestock or animals other than domestic pets on the property is NOT allowed. For clarification, horses, cattle, sheep, pigs, llama, donkeys and other livestock are NOT permitted.

LAND LIABLE TO FLOODING

13.1 Certain allotments within the Lockyer Valley Regional Council have been identified as land, which may be liable to flooding. Floor heights for habitable areas are to be:

All locations across Adare in flood study area, a minimum freeboard of 500mm above the highest combination of:

The 100 year ARI (average recurrence interval) for the areas impacted by the Brisbane River, and (ii) the 100 year ARI for the areas impacted by local flooding.

13.2 It is the Buyer's responsibility to provide evidence of flood heights where any doubt exists.

Information regarding flood affected land may be available at the Gatton Office.

14.

APPROVAL PROCESS



This is the building covenant referred to in the contract for the sale of land within the Estate. The Buyer shall on the future sale of the land include these covenants as a condition to be met by the subsequent buyer.



STEP 1 – DESIGN

Your builder will work with you to design your home to meet the mandatory design guidelines. It is important that your builder has access to Park Lake Adare's Building Covenant.



STEP 2 – SUBMISSION

Once your design is finalised, please submit your Covenant Application to peter@watsonpropertygroup.com



STEP 3 – ASSESSMENT

The Design Committee will assess your plans for compliance with the Building Covenant. This process will generally take 1 week assuming all information is provided. Any items requiring amendment will be raised with you and your builder, and plans will need to be amended and resubmitted prior to approval being granted.



STEP 4 – COVENANT APPROVAL

Covenant Approval will be issued when the submission has been assessed by the Design Committee and complies with the Building Covenant. Please take care to note any comment(s) on your approved plans to ensure that all conditions are addressed.



STEP 5 – BUILDING APPROVAL

Once Covenant Approval has been issued, an application can then be made to your accredited building certifier/Council for the statutory Building Approval.



STEP 6 – CONSTRUCTION

Please ensure that your lot is properly maintained to be free of excessive weeds, rubbish or garbage prior to and during the construction phase of your home. This will ensure that your land is clean and safe at all times.

15.

BUYERS

ACKNOWLEDGEMENT



15.1 The Seller reserves the right at the request of the buyer or at its own instigation to vary or exclude any of the obligations under this Building Covenant that such action will only be taken in keeping with its aims to establish a modern, well designed, residential estate. The Seller acknowledges that should new products be aesthetically acceptable and consistent with the aims of the community that consideration will be given to approving those products as part of any building or landscaping plan.

The Buyer hereby absolves the Seller from any liability whatsoever for any action taken in the variation or exclusion of any building guidelines.

The Buyer grants the Seller the right to remedy any breaches of these guidelines and authorises the Seller to enter onto the land to remove any structure or article or animal contravening these covenants or to perform any other works necessary to comply with these covenants and agrees to pay the cost of any works so carried out including any costs or storage or disposal.

The Buyer hereby undertakes to pass on these covenants to any subsequent Buyer of the subject land and to make these covenants and conditions part of any subsequent contract between the Buyers and any other party.

Name of Buyer

Signature of Buyer

Date

Name of Seller

Signature of Seller

Date



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