

BUILDING COVENANTS

Section A – Design

Section B – Procedure



CREEKSIDE

ESTATE NAMBOUR

Stage

Allotment

I have read through the Creekside Estate Building Covenants and understand the architectural and site requirements of Creekside Estate, Nambour.

Buyer/s Name

Buyer/s Name

Buyer/s Signature

Buyer/s Signature

Palm Springs Developments

Developer's Name

Developer's Signature

A BUILDING COVENANT – DESIGN REQUIREMENTS

A1 IDENTIFICATION OF BUILDING COVENANT

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.

A2 COMMENCEMENT ON SITE

The Buyer shall obtain the written approval of Palm Springs Developments Pty Ltd and submit working drawings showing the design and materials of the residence prior to commencing any site-works or construction and prior to making application for a Building Certificate or lodgement with the local authority. Palm Springs Developments Pty Ltd may refuse or grant an approval subject to such conditions as Palm Springs Developments Pty Ltd may determine in its absolute discretion.

If building construction has not commenced within eighteen (18) months of purchase, Palm Springs Developments Pty Ltd has the right to purchase back the property at the same price.

A3 USE OF LAND

The Land shall be used for a single unit private dwelling. Where permitted, duplexes are to be in accordance with the requirements of the local authority and Plan of Development.

Secondary Dwellings; Houses with a secondary dwelling (sometimes referred to as a Dual Key, Annexed Unit or Granny Flat) are only permitted on Lots 101, 115, 118, 122, 123, 124, 125, 130, 132, 134 and 144. Designs on other Lots incorporating a secondary dwelling will not be approved.

A4 DWELLINGS

1) Minimum floor areas

The total enclosed living area including garage shall be as follows:-

- a) Lots greater than 600 square metres shall have a minimum dwelling floor area of 180 square metres
- b) Lots greater than 450 square metres but less than 600 square metres shall have a minimum dwelling floor area of 165 square metres
- c) Lots greater than 300 square metres but less than 450 square metres shall have a minimum dwelling floor area of 150 square metres

Areas not included – Entry porches or breezeways are not included in the enclosed living area calculation.

2) Design

Main Building – As such, the design of the main dwelling and outbuildings, suitability for use on the Land, adjustment to the natural topography of the lot, orientation, floor levels, and use of materials and colours are subject to approval by Palm Springs Developments Pty Ltd and are to be shown on the submitted drawings. Houses are to be designed to reflect contemporary Australian architecture, taking cognisance of the climatic conditions of the area and the estate's unique location. The Buyer is encouraged to include eaves and patios, adding to the articulation of the building and to assist with achieving energy efficiency within the dwelling.

Brick can only be used as features, infills or courses along the edge of the façade. No face brick will be approved (please see materials).

The Buyer is encouraged to design their residence such that it allows for street appeal and a rising profile.

Roof pitches – All roof planes shall be pitched at a minimum slope of 25 degrees. Any alternative roof pitch will require a written request submitted to Palm Springs Developments Pty Ltd for consideration. An alternative roof pitch will be assessed on its architectural merit and respect for the intent of the development.

Eaves – Eaves must be provided and are to have a minimum of 450mm overhang to all of the building.

Outbuildings – Garages, carports, sheds, tool sheds, pergolas and other outbuildings shall be integrated with the design of the dwelling through the use of similar materials and finished to those used in the construction of the main dwelling. Application for such structure is to be submitted to Palm Springs Developments Pty Ltd along with the site plan and structure plans stating all dimensions, materials, and colours for approval.

Foundations – Raw concrete, steel, other stumping used in foundation work, or supports, shall be concealed from view.

High-set structure – Areas beneath a high-set building shall be suitably enclosed or screened.

3) Materials

All materials – only new good quality building materials shall be used for construction.

External surfaces – Our aim is to promote diversity and quality. The use of building materials such as cladding or other contemporary building products are encouraged to be applied to the home design. Building materials selected must be displayed on the plans at time of plan submission for covenant approval. All other external wall finish requirements are to be met.

Brick or masonry to all external walls shall be rendered to the exposed face. Side and rear house walls are permitted to be bagged and painted. Lightweight construction with set joints to match rendered masonry can also be used.

Feature:- as a feature there is to be at least two (2) different materials to be applied to the front and secondary street external wall facades of the home. There is to be not one (1) material to be more than 70% of the façade. Garage doors, front entry doors, window frames, roof gables and infill materials do not form part of the two (2) different materials to be applied.

The use of materials such as Scyon™, Stria™, Matrix™ Axon™ weatherboard cladding (or similar) as an exterior cladding system is encouraged as one of the 'different materials' referred to above.

The use of large gables on the front façade will generally not be approved.

Face brick may only be used as a feature element for not more than 30% of the front façade area. Double height face brick is not permitted. Unfinished 'common' bricks are not permitted.

Approval may be given to use of rendered brick work to sill height with selected face brick from sill height to soffit.

No complete face brick work will be approved.

Roofing – roof materials are limited to pre-finished corrugated metal sheets with a Custom Orb® profile (e.g. Colorbond® roofing materials), coloured metal of a low-reflective finish or Boral® Linea Flat Concrete Tiles or equivalent will be accepted. Skillion roofing is encouraged.

Unpainted galvanized iron and Zinclume® finishes, white roofs or similar will NOT be approved as material for building works.

4) Workmanship

All construction shall be carried out in a tradesman like manner.

A5 GARAGE/PARKING

Garage – A double lock-up garage shall be built at the same time as the main building and shall be integrated to the design with similar roof type, materials and colours. If the garage is detached from the main building it shall be of similar design to the main

building and constructed of identical materials, finishes and colours. Panel lift style doors are to be used. Roll-a-door will not be accepted. The garage must be enclosed on all sides.

Large commercial vehicles may NOT be parked on the site (please refer to your local authority for further definitions).

Driveways – Driveways shall:

-] extend from the kerb edge to the full width of the garage.
-] be constructed of pavers, exposed aggregate, or stencilled concrete.
-] be constructed PRIOR to occupation of the dwelling

Plain concrete driveways are unacceptable.

A6 SITE WORKS

1) Protect trees

Trees on neighbouring land may not be removed, touched or damaged.

Streetside trees and landscaping shall be protected and retained.

2) Retention of embankments

Retention – All cut and fill embankments shall be retained as prescribed by the local authority and:

All retaining walls are to be shown on the working drawings.

Embankments – Where the height is greater than 200mm the embankment shall be treated sleeper wall where not visible from the street and all walls visible from the street shall be split block masonry. No other type of wall is to be constructed unless specifically approved by Palm Springs Developments Pty Ltd.

Installation – Retaining walls shall be erected before construction of the main building walls commences where construction access is restricted to less than 2 metres width.

Drainage – Provide drains at the foot of each embankment or retaining wall and discharge all surface water to the street, gully or drain provided and not onto adjacent land.

A7 FENCING, WALLS AND SCREENS

1) Existing

Any fences erected by the Developer on a park or pathway or other such area is to be retained unless otherwise approved. The Buyer must reinstate any existing fence damaged during construction on site

2) Design

Design and materials – Fences and types must be shown on the site plan and approved by Palm Springs Developments Pty Ltd.

All timber fences must be made from quality timber and be lapped and capped.

Fencing may be fixed to retaining walls.

Maximum height – The top of the fence must not exceed 1800mm above the finished ground level.

All forms of metal sheet fencing or similar will not be accepted ie. Colorbond®

Screens – All clothes lines, bins, boats, and utility areas are to be screened from view.

Completion – Fencing to all boundaries must be completed within one month of occupation of the main dwelling.

3) Fencing between adjoining allotments

Timber fences – Design is timber 1800mm high lapped and capped with continuous weathered top-plate.

Extent – Side fencing shall not extend beyond the face of the Council designated minimum building set-back alignment or front of dwelling.

4) Street-front fencing (fencing forward of the six metre building set-back)

Material – Masonry or brick piers rendered to match the residence. Colorbond® fencing will not be accepted.

Infill panels between piers shall be of timber, coloured metal-tube panels, or fully painted and shaped hardwood pickets and be 50% transparent. The use of recessed landscaped areas to the fence is encouraged.

Street-front fencing must not exceed 1200mm in height.

Full details of street-front fencing must be submitted to Palm Springs Developments Pty Ltd.

5) Liability

Notwithstanding anything to the contrary in the "A Dividing Fences Act 1953" the Developer shall not be bound to contribute to the construction of any dividing fence between any allotment sold and any adjoining allotments owned by the Developer or any parkland or reserve.

A8 LANDSCAPING

Extent – Plant a substantial quantity of trees and shrubs in massed planting beds and lay good quality turf over the remainder of the Land including the strip between the boundary and the kerb-line within one month of occupancy of the main building.

Maintenance – Maintain the landscaping between the street frontage and the kerb line.

A9 SIGNS

Size and design – No sign shall exceed one square metre in area and shall be of good design.

Number – One "For Sale" sign and one "Builder's" sign only may be erected on the land.

A10 APPURTENANCES

Antennae, aerials – External TV antennae, satellite dishes, solar hot water system, and other aerials must be unobtrusive and attached at the rear of the roof whenever possible.

Clotheslines – Must be screened from view from public areas.

Letterboxes – Design is to suit main building, to be constructed of identical materials, and to be finished in a similar fashion to the main dwelling.

Air-conditioners – Locate below eave lines and conceal from view from public areas

Garden sheds – Sheds must match the colour of the roof of the main dwelling. Application for such a structure is to be submitted to Palm Springs Developments Pty Ltd along with the site plan and structure plans stating all dimensions, materials, and colours. All sheds must be built in accordance to the Council's specifications.

A11 ADDITIONS AND EXTENSIONS

Additions and extensions to the main buildings, outbuildings, and other structures, including new verandahs, pergolas, outbuildings, sheds, swimming pools, retaining walls and garden structures are subject to the same covenant requirements as the main building.

All outdoor entertainment areas must be contained underneath the roof lines of the main dwelling.

Pools— All underground pools must be at the rear of property. No above ground pools will be approved.

A12 TEMPORARY BUILDINGS

Dwellings/buildings from another site, caravans, tents, privies or anything that could be an eyesore shall NOT be brought onto, or erected on, the Land.

A13 CARAVANS, CAMPERVANS, TRAILERS, COMMERCIAL VEHICLES AND BOATS

Caravans, trailers, commercial vehicles and boats may not be parked in the street-front setback area or on the footpath, nor on the street. If stored on the site, these vehicles are to be suitably screened to the satisfaction of Palm Springs Developments Pty Ltd. Cars are not to be parked on the footpath at any time. Unregistered cars must be garaged.

Boats – Provision must be allowed for the proper screening and housing of watercraft. This garage MUST be constructed of either the same materials as the main dwelling or Colorbond®. If Colorbond® is used, it must be the same colour as the roof of the main dwelling. Application for such a structure is to be submitted to Palm Springs Developments Pty Ltd along with the site plan and structure plans stating all dimensions, materials, and colours. All structures must be built in accordance to the Council's specifications.

Where the boat height does not exceed 2 metres (on trailer) Palm Springs Developments Pty Ltd requires effective screening of the boat, either by purpose built screen or a landscaped screen.

A14 CONSTRUCTION OBLIGATIONS

1) Building envelopes

The building envelopes set for each particular allotment are to be acknowledged by the Buyer.

No structure or construction may encroach beyond the building envelope setbacks as defined on the site plan without prior consideration and application to the local authority.

The retention of trees is encouraged within the estate.

2) Street trees and adjoining surfaces

Street tree(s), paving and turfed surfaces adjacent to a property are to be protected by the Buyer for the duration of construction and if damaged during construction works are to be replaced by the Buyer at their expense.

A15 CARE AND MAINTENANCE OF LAND

1) Normal Maintenance

The Buyer shall at all times: -

-) Maintain the Land free of excessive weeds, rubbish or garbage and keep all turfed and garden areas presentable.
-) Not dump, store, or leave on the Land or any neighbouring land, any spoil, building or other materials.
-) Not park vehicles on the Land or any neighbouring land, other than in designated positions on paved surfaces.

2) Obligatory slashing, maintaining clearing

Should Palm Springs Developments Pty Ltd notify the Buyer that slashing, maintaining, or clearing of the Land is necessary to maintain the tidy presentation of the Estate the Buyer shall carry out the works within 14 days. If the Buyer fails to comply with the request to slash, maintain or clean the Land, the Seller may employ a contractor to carry out the slashing, maintaining or clearing and the Buyer shall pay the Seller for the costs incurred by the Seller relating thereto.

3) Continuing maintenance

After completion of the building works, the Buyer shall maintain the landscaping and lawns within the Land and that part of the landscaping which extends from the street alignment to the kerb.

B. BUILDING COVENANT – PROCEDURE

B1 APPROVALS REQUIRED BEFORE COMMENCEMENT – GENERAL

a) Prior to the commencement of any building or site-works operation on the Land.

The Buyer shall deliver to Palm Springs Developments Pty Ltd plans and specifications of the work and such other information as may be required to enable Palm Springs Developments Pty Ltd to determine the nature of the construction and for Palm Springs Developments Pty Ltd to consider giving its approval.

b) Covenant approval before council lodgement

The Buyer shall not seek approval or certification of any plans, specifications or such other information as may be required to obtain building approval in respect of the Buyer's proposed building operation until such time as the Buyer has received Palm Springs Developments Pty Ltd written final drawing approval.

B2 APPROVAL – PROCEDURE

The following approval sequence shall be followed:

Step 1 – Covenant drawing lodgement (B3)

Step 2 – Covenant approval (B4)

Step 3 – Local authority or private certifier approval (B5)

B3 STEP 1 – COVENANT DRAWING LODGEMENT

1) Covenant drawings submission

The Buyer shall submit to Palm Springs Developments Pty Ltd for its approval the working drawings and specifications showing the development of the Land identical to those to be used for building certification for construction.

The working drawings must show thereon the following information:

(a) Site plan (min scale 1:200) showing

-] Existing contours – at 500mm intervals
-] Setbacks and location of the building on the Land
-] Excavation, fill and finished ground levels
-] Retaining walls – location, extent, height and materials.
-] Drainage of the Land
-] Driveway location, finish and parking provisions
-] Fencing – extent, location, types and materials

- J Swimming pools (proposed location) Ancillary structures (pergola, sheds, etc)
- J Landscaping – lawns areas, planting areas, trees, paving
- J Rainwater tank location and size

(b) Floor plans (min scale 1:100) showing

- J Internal layouts and floor area calculation
- J Proposed floor levels

(c) Elevations (min scale 1:100) showing

- J Finished ground levels (FGL)
- J Existing natural ground levels (NGL)
- J Materials for external walls and roofing

(d) Cross section (min scale 1:100) showing

- J Existing natural ground level
- J Finished ground levels proposed

(e) All ancillary structures including fences, retaining walls, gazebos, sheds, etc.

- J Located on site plan

B4 STEP 2 – COVENANT APPROVAL

Palm Springs Developments Pty Ltd shall advise its final approval of the working drawings within 14 days of receipt thereof or require that the Buyer amend them to comply with the building covenant.

B5 STEP 3 – LOCAL AUTHORITY APPROVAL

Upon the Buyer receiving the final covenant approval from Palm Springs Developments Pty Ltd the Buyer shall use identical documents (amended as may be required) to seek a building approval or certification.

C. DEFAULT

In addition to any liability the Buyer has to Palm Springs Developments Pty Ltd, if the Buyer breaches any clause or provision of these Building Covenants, Palm Springs Developments Pty Ltd is entitled (without prejudice to any other action or remedy) to recover from the Buyer as liquidated damages, the sum of \$20,000.

D. GENERAL

It is recommended that the Buyer included in the special conditions of the building contract entered into by the Buyer for the construction of a residence, garage, shed, fence, swimming pool or addition to any of the foregoing shall contain a clause which states:-

“The Builder shall comply with the requirements of the Building Covenant for the duration of the works under contract and will not commence work on the site unless the Builder has sighted or is in possession of a copy of the Covenant Approval issued by Palm Springs Developments Pty Ltd”.

An approval issued under the Building Covenants is not an approval under the requirements of the Building Act, or any other Act or Regulation. The documents provided have not been checked for compliance with any structural, health or planning requirements or for the suitability of the building for the use to which it may be put. Accordingly Palm Springs Developments Pty Ltd, its Architects

and/or its employees or representative do not accept any responsibility for the suitability or soundness of construction of the completed Buildings or the associated site development works.

The Developer (Palm Springs Developments Pty Ltd) may at its sole discretion, amend this Building Covenant and any subsequent versions at any time without notice and the Buyer must not object to any such change nor make any claim whatsoever against the Developer for any changes so made.

The Buyer agrees to obtain the latest version of the Building Covenant and provide this new version with respect to its obligations under any Deed of Covenant issued with the sale of the Land.

A relaxation granted for one party by the Developer (which may be made in its sole discretion and without a requirement for it to provide rationale for doing so) does not act as a waiver of the obligations of the Buyer or any other party under the Building Covenant. The Buyer must comply with these Building Covenants. The Buyer must not object to any relaxation made by the Developer nor refuse to perform an obligation it has under Contract or these Building Covenants as a result of any one or more such relaxations granted.

CONSTRUCTION ON THE LAND MAY NOW COMMENCE

Building contract to bind Builder to comply with this building covenant.



CREEKSIDE
ESTATE NAMBOUR

Please email all site plans for Covenant Approval to:-

Palm Springs Developments Pty Ltd

C/- Hillscorp Developments Pty Ltd
Project Support Officer

T: (07) 5444 2863

E: sbowden@hillscorp.com