



Building Covenants



Annexure "A" – Building Covenants

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.

1.0 General

1.1 Except with the written consent of Peet No 90 Pty Ltd or its agent, the registered proprietor(its successors and permitted assigns) of a lot must not:

- (i) Build or allow to be built a dwelling house, which has a floor area (excluding the area of any carport, garage or other outbuilding) of less than 180m².
- (ii) Build or allow to be built a dwelling house which does not simultaneously have constructed at least one roofed garage capable of accommodating a minimum of two passenger vehicles side by side;
- (iii) Build or allow to be built a dwelling house which is constructed with a front verandah/patio or porch which has an area of not less than 6m² in floor area (excluding eaves) and a dimension of not less than 2.0m.
- (iv) Allow any external plumbing (waste pipes and fitting but not including down pipes and guttering) to be visible from the street;
- (v) Build or allow to be built a dwelling house which is constructed with eaves of less than 450mm

1.2 Roofs are limited to the following types:

- (i) Pitched roofs at minimum 25° (hip or gable);
- (ii) Skillion roofs with a primary roof pitch of at least 15° and secondary roof pitch of not less than 5°;
- (iii) Flat parapeted roofs;

Materials shall be Colorbond profiled metal roofing or low profile glazed concrete roof tiles.

2.0 External Finishes

- (i) The primary external cladding shall be constructed of either rendered or bagged and painted brick. Light weight cladding such as "Hebel" and "Bluboard" with a rendered finish is also permitted. No face brick is permitted as a primary cladding.
- (ii) Any secondary external cladding shall be constructed of either timber, texture coated fibre cement, corrugated colorbond sheeting, stone or face brick. Secondary external cladding shall only be used as an in-fill feature wall panel which compliments the primary cladding.
- (iii) The buyer is to ensure that no more than 40% of the external cladding surface shall comprise of timber construction or other secondary cladding material.
- (iv) The buyer is to ensure that the front façade consists of both primary and secondary claddings which compliment each other, or primary cladding of different colours.

3.0 Landscaping

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

- (i) Turf the land; The Front yard to an extent of no more than 50% turf for conservation of water.
- (ii) Plant trees and other greenery on the land; and

Generally clean and tidy the land and remove all rubbish and other unnecessary materials from the land and surrounding area.

4.0 Fencing

4.1 Privacy fencing is required on the side and rear alignments and shall be;

- (i) Side boundary fencing shall finish on the building line of the dwelling, except where front fencing of an approved style is provided for;
- (ii) A maximum of 1.8m in height as measured from the finished surface level and be constructed from hardwood posts and rails with treated pine palings;
- (iii) Alternate materials may be utilised provided written agreement is reached between adjoining owners and submitted to Peet No. 90 Pty Ltd for approval prior to the fence being erected;
- (iv) Predominately screened from the street with landscape planting;
- (v) Any fence provided by Peet No 90 Pty Ltd is not to be removed or altered without the consent from Peet No 90 Pty Ltd and proof of consent from the adjoining property owner.
- (vi) No fence shall be constructed on the street frontage/s, or forward of building line on any lot, unless such fence is constructed of rendered brick or bagged and painted brick; or rendered or bagged and painted concrete blockwork; and colour coordinated with the dwelling house erected on the lot and submitted for approval by Peet Ltd. Infill panels may be permitted intermittently between rendered or bagged brick columns, provided that each column is spaced no further than 2400mm apart. Infill panels to be manufactured from timber or aluminium, or an alternative material approved by Peet No 90 Pty Ltd upon application.

5.0 Retaining Walls

5.1 The following will apply to retaining walls;

- (i) Split face masonry walls and boulder retaining walls are permitted;
- (ii) Retaining walls over 1m in height must be designed by a suitably qualified engineer.
- (iii) Timber sleeper or concrete sleeper type retaining walls will not be permitted.
- (iv) As no timber fencing will be allowed forward of the building line, an alternative approved fence type may be required where retaining walls extend forward of the building line.
- (v) Fencing on retaining walls greater than 1m in height, can be no higher than 1.5m in height. All rails are to be situated to face the lower property.
(This is to minimise the risk of children climbing the fence and falling on the other side).

6.0 Driveways

6.1 The buyer will not allow to be built a driveway which is not designed as follows;

- (i) Not less than 3.0m or greater than 4.8m wide at the street boundary
- (ii) Extend from the kerb edge to the garage/carport.
- (iii) Allow for at least 1.0m of screen planting between driveway and side boundaries (where possible).
- (iv) Require minimal earthworks and disturbance to existing surface features by crossing slope and have a maximum gradient to comply with the relevant Australian Standard.
- (v) Be completed prior to the completion and occupancy of the home.
- (vi) Ensure that the finished surface level of the driveway is consistent with any existing footpaths that it may cross.

6.2 Driveway surface materials and colours are to compliment the dwelling and landscape and may include;

- (i) Concrete or clay pavers laid over reinforced concrete base;
- (ii) Exposed aggregate; or
- (iii) Coloured concrete.

6.3 The use of other products or materials must be approved by Peet No 90 Pty Ltd prior to commencement of works. Under coated grey, broom-finished concrete and stamped driveways are not acceptable. Car track driveways are not acceptable.

7.0 Outbuildings

7.1 The buyer will not build or allow to be built on the lot outbuildings (including any garage, workshop, garden shed, storage shed or other outbuilding) unless the outbuilding conforms with the following:

- (i) The garage, workshop, garden shed, storage shed where less than 20m² must:
 - (a) have external walls constructed of colour bonded type steel that are consistent in colour to that of the dwelling house.
 - (b) have a roof constructed of colour bonded type steel that is consistent in colour to that of the dwelling house.
 - (c) not be visible from the street.
- (ii) The garage, workshop, garden shed, storage shed where greater than 20m² must:
 - (a) have external walls constructed of brick, stone, brick veneer or colour bonded type steel or any combination of those materials.
 - (b) the colour and materials of the external walls is to be consistent with the colour and materials of the external walls of the dwelling house.
 - (c) have a roof constructed of tile, slate or non reflective colour bonded type steel or any combination of those materials.
 - (d) if a single storey outbuilding the pitch of the roof must be consistent with that of the dwelling house.

8.0 Drying Area

The buyer will not allow any drying area and clothes line or part thereof to be visible from the street.

9.0 Storage of vehicles and equipment on the lot

The buyer will not permit any plant, machinery, recreational or commercial vehicle including without limitation caravans, boat, boat trailer, box and/or camper trailer (excludes motor cycle, motorcar, motor station wagon, utility or four wheel drive registered for use on a public designated road) to be:

- (i) left or to remain parked on the street
- (ii) left or to remain on the lot between the building line and the front boundary unless the plant, machinery or commercial vehicle is required during the normal course of business by an engaged contractor.
- (iii) left or to remain on the nature strip/footpath.

10.0 Removal of Existing Items

The buyer must not mutilate or remove in whole or part from a lot or a reserve (without the written approval of Peet No 90 Pty Ltd) any tree or part of any tree, fence, irrigation pipe, underground pipe or conduit.

11.0 Design Plans

The buyer must not commence, carry out, erect, construct or alter any development of the lot without applicable plans and specifications (including finishes schedules) being first prepared and submitted to and approved by Peet No 90 Pty Ltd and then only in compliance with any conditions (consistent with any restrictions affecting the lot) imposed by Peet No 90 Pty Ltd in respect of that approval;

12.0 Display Homes

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 prior written consent of Peet No 90 Pty Ltd has been obtained.

13.0 Signage

The buyer must not erect, permit or allow to be erected or to remain erected on the lot any advertisement, boarding, sign or similar structure. The buyer also will not permit the lot or any buildings constructed thereon to be used for the display of any advertisement, sign or notice provided that this restriction shall not prevent the display of the nameplate or light of any medical practitioner, dentist, legal practitioner or other such professional trade or business nameplate.

14.0 Sale by Registered Proprietor

14.1 The buyer must not sell, transfer, dispose of, lease or in any other way part with possession of the Land, without first delivering to Peet No 90 Pty Ltd a deed in favour of Peet No 90 Pty Ltd signed by the assignee. The deed must contain:

- (i) a covenant by the assignee agreeing to be bound by and to comply with these Covenants; and
- (ii) a covenant that the assignee will ensure any subsequent assignee will obtain a further deed on these terms.

14.2 Peet No 90 Pty Ltd at its discretion has the authority to approve on its merits any innovative or diverse designs that do not meet the requirements of these Covenants. The registered proprietor acknowledges that Peet No 90 Pty Ltd has the right to vary, exclude or elect not to enforce any of the Covenants in respect of the Land. The registered proprietor specifically absolves Peet No 90 Pty Ltd from any liability of any nature for any action taken in varying, electing not to enforce or excluding any Covenants.

15.0 Variations

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.

16.0 Compliance

Failure to meet the requirements specified herein, however, may result in legal action that necessitates the removal, demolition or correction of the infringement at the Buyers expense.

SELLER

BUYER

WITNESS

WITNESS