



## Parklakes II Building Covenant

### 1. Benefit of Building Covenant

- 1.1 This Parklakes II Building Covenant forms part of your Contract of Sale and assists you when designing your home and landscape. The Covenants are intended to establish standards of construction for all buildings in the Parklakes II estate, and be for the benefit of the Buyer, any party to whom the Buyer Assigns the benefits of these covenants and Parklakes II Developments Pty Ltd ABN 49 600 791 571 (The Seller). However, notwithstanding the Covenants contained herein, The Seller reserves the right at the request of a Buyer or at its own discretion to vary, add to or exclude any of the obligations under the Covenants in respect of any Lot provided that such action will only be taken by it in keeping with the aims to establish a modern well designed residential estate. The Seller will not be liable to the Buyer or any other party for any variation, addition or exclusion of these Covenants.
- 1.2 The Buyer acknowledges that The Seller may waive the benefit of any Covenant or elect not to enforce the Building Covenant or other covenants which are obtained from any other Seller of land within Parklakes II.

### 2. Lodging plans for approval

- 2.1 No construction of ANY structures on the site (including any dwelling, outbuilding or other structures such as a pergola, carport, fences and pools) is to take place unless The Seller approves plans and specifications in writing.
- 2.2 The Buyer must not submit to the Sunshine Coast Regional Council (Local Government) for that authority's approval any plans, specifications or other information as may be required to obtain building approval on the land until such time as the Buyer has received The Seller's written approval of the final drawings.

### 3. Compliance with the Law

- 3.1 All Construction must be approved by Local Government if law requires approval and constructed in accordance with all lawful approvals (the Buyer to supply The Seller with inspection certificates issued by the relevant authorities on request).

### 4. Dwellings

- 4.1 **Building Frontage:** Without limiting the power of approval reserved by The Seller elsewhere in the Covenant, a minimum building frontage width of 75% of the Lot frontage width is to apply. The building width shall be measured to the outermost projection (i.e eaves).



4.2 **Surface Finish to External Walls:** Unfinished “common” bricks are not permitted on external walls. Contemporary “designer” bricks are permitted however limited to a maximum of 75% of house frontage. Note: 75% excludes windows, doors and garage doors. The Seller retains the right to approve or reject some brick colours and profiles at their sole discretion.

Other finishes will be considered on their merits including panel, weatherboard & plywood systems.

4.3 **Roofing:** Roofs to be only constructed with roof tiles or colorbond or equivalent roof sheeting (not zincalume or galvanized iron). Roof pitch to be 20 degrees minimum for hip roofs and 10 degrees minimum for skillion roofs.

4.4 **Sloping Blocks:** Where the dwelling is on a steep Lot, the underside of flooring is to be suitably screened to minimise the visual impact of the under services. This may include a combination of infill battening and landscaping.

4.5 **Dual Living Homes:** Dwellings designed for Dual Living (including Dual Key and Duplex) are not to be built within Parklakes II without prior approval by The Seller. The Seller retains the right to approve or reject Dual Living Home Designs at their sole discretion.

4.6 **Variation of Housing Style:** Two homes with the same or similar elevation are discouraged from being constructed in close proximity. Variations in roof lines, verandahs, entries, window treatments, gable treatments, front door and garage finishes, materials and/or colours must be used to overcome this problem.

## 5. External and Other Structures

5.1 **Garages:** Each dwelling on a Lot with a frontage of 12m or greater must contain a minimum of two lock-up garages as part of the dwelling. Any additional carports must also be incorporated as part of the dwelling. Each dwelling on a Lot with a frontage of less than 12m must contain a minimum of one lock-up garage as part of the dwelling and a minimum of one other off road car space is to be provided.

5.2 **Garden Sheds:** Sheds of subdued colours are permitted and must be situated at the rear of the Lot in a manner and position acceptable to The Seller. Unpainted galvanised iron, zincalume finishes or similar is not permitted. Sheds shall not be erected until the dwelling is completed. No sheds greater than 9m<sup>2</sup> in area and 2.4m in height will be allowed. Larger sheds will be considered on large Lots and The Seller retains the right to approve or reject at their sole discretion. Sheds must not be constructed within drainage swales along rear or side boundary.

5.3 **Water Tanks:** Water tanks are not compulsory, if they are installed they must be located underground.

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5.4 **Driveways:** Driveways must be constructed prior to occupation of the main building and extend from the kerb edge to the full depth of the garage and or carport. Construction shall be exposed aggregate, stamped coloured concrete or coloured texture concrete. Plain concrete is not permitted.

5.5 **Clotheslines, Rubbish Bins and Utility Areas:** These must be screened from public view and located behind front fence returns.

## 6. Fencing

6.1 **Fencing General:** Fencing is compulsory on all side and rear Lot boundaries and must be erected prior to occupation of the dwelling. All boundary fencing forms part of the covenant approval requirements as set out in Clause 10.

6.2 **Front Boundary Fencing:** Fences are not to be constructed on the front boundary of the Lot or forward of the front building line of the dwelling.

6.3 **Corner Allotment Fencing:** Fencing to secondary frontages on corner allotments must be 1.8m high. Corner allotment fencing must be constructed so as to match the style of the main dwelling. Piers shall be constructed of rendered masonry with in fills of matching rendered masonry; coloured metal tube, brushwood or lapped and capped timber.

6.4 **Side and Rear Fencing:** Boundary fencing between adjoining allotments shall extend no further forward than the front building line and must include a return to the house. The fence must be a maximum of 1.8m high and be constructed from treated pine, hardwood, feature brick or rendered and painted masonry. The exception shall be if there is existing rear or side boundary fencing installed by The Seller in which case the Buyer shall not remove or replace this fencing and will not erect any other style of fencing either outside it or inside it as boundary fencing.

## 7. Construction and Maintenance Obligations

7.1 **Responsibilities during construction:** The Buyer must ensure that all works on site are in accordance with this Covenant. In particular, but not limited to removal of rubbish and all requirements under this Clause 7.

7.2 **Construction duration:** Construction of the dwelling shall be completed within nine (9) months from commencement of construction.

7.3 **Verge Levels:** The verge profile from back of kerb to the Lot's front boundary must remain as built, with no levels to be altered. The height at water meter must remain as built and any raising or lowering which might be required due to other site works shall be at the Buyer's expense.



- 7.4 **Services:** The Buyer is responsible for ensuring all services located at the Lot frontage are identified prior to design and construction. This includes but is not limited to light poles, NBN pits and water meters. NBN pits must not be concreted over by driveways as they require open access for installation and service. Refer to Clause 9.5 for further NBN requirements.
- 7.5 **Presentation:** The Buyer must keep the land including the strip between the boundary and the kerb line in a neat and tidy condition and free of weeds and rubbish before, during and after building works. Whilst the strip between the boundary and the kerb line is strictly Council land, Council do not have a policy of maintaining these areas. No excavation material, equipment, trees or rubbish shall be deposited or held on neighbouring properties or anywhere else within Parklakes II at any time nor on visible areas of the site after completion. Trees on neighbouring land may not be removed, touched or damaged. Fallen trees, logs and branches must be removed from the Lot and not placed on neighbouring land.
- 7.6 **Retaining Walls:** Installation of retaining walls must be completed before habitation of the dwelling and must be either treated hardwood, concrete, stone, rendered and painted masonry or other material approved by The Seller. Where side retaining walls protrude forward of the front building wall, they must be tapered to meet the profile of the finished ground line. **Treated Pine retaining walls will not be approved.**
- 7.4 **Excavation:** Any excavation works to the rear or side boundary of the property must not undermine the existing tiered rock retaining wall.
- 7.5 **Buyer Responsible for Damages:** The Buyer acknowledges and agrees that if any surrounding property is damaged by the Buyer's building contractors, subcontractors, suppliers, agents, employees or invitees then the Buyer must within fourteen (14) days of written notice from The Seller, attend to repairing or reinstating such damage at the Buyer's cost. If the Buyer does not within fourteen (14) days attend to the repairing or reinstating the property to the condition that it was immediately prior to such damage, then The Seller may attend to repairing or reinstating the property at the Buyer's cost and the Buyer indemnifies The Seller for all costs and expenses incurred by The Seller. Damage includes but is not limited to any disturbance to existing roads, paths, storm water pits and street trees.

## 8. Landscaping

- 8.1 **Design and Extent:** A maximum of 80% of the front and secondary street property boundaries (not including driveways, decks or paths) are to be turfed using 'A' grade turf. The remaining 20% area must be landscaped and include a mixture of trees, shrubs, plants, and ground cover to provide layering. All garden beds are required to be mulched with either pine bark mulch, hoop pine fines or forest blend mulch. Pebbles or rock are permitted in garden beds to integrate with driveway material. Straw, grass clippings and newspaper mulch will not be allowed.

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8.2 **Completion Time:** The landscaping referred to in Clause 8.1 must be completed within three months of the issue of the Certificate of Classification and the balance areas must also be completed within three months of occupying the residence.

## 9. Miscellaneous

9.1 **Parking:** Boats, caravans, motorhomes or trailers are not permitted in the front yard or street, they must be garaged or located behind the front fence return.

9.2 **Merger:** The provisions of these covenants will be enforceable after the land purchase contract settlement.

9.3 **Signs:** No signs shall be placed on the property unless otherwise approved in writing by The Seller. Signs include but are not limited to advertising, For sale and For lease. Builder's construction signs will be permitted whilst the dwelling is under construction. The Buyer irrevocably authorises The Seller to enter the property to remove any sign erected in breach of this Clause 9.3. The Buyer releases The Seller from any claim in respect to the removal of any sign from the property in accordance with this clause.

9.4 **Sale or Disposition:** The Buyer, transferee or disponent ("Future Seller") prior to the sale or disposition of the Lot to another party ("Future Buyer") must:

- a) Obtain from the Future Buyer a covenant in the form of a written deed of covenant whereby the Future Buyer agrees to be bound by the terms of these covenants as if the Future Buyer was a party to this agreement and including an obligation for each Future Buyer, transferee or disponent to obtain a further deed of covenant from any subsequent Future Buyer, transferee or disponent.
- b) The deed of covenant referred to in Clause 9.4a) must be signed by all parties prior to the completion of the Sale or disposition

9.5 **National Broadband Network (NBN):** Parklakes II will be supplied with NBN. In-house wiring must comply with the requirements of NBN Residential Preparation and Installation Guide. The owner and builder will be responsible for these requirements with the owner to speak with chosen builder at time of house construction. During construction the builder is required to provide an empty conduit from the pit to the garage and arrange for free installation by an NBN installer. Our recommend contacting Brian Albrecht on 0418 404 402 or by email [Basetel3@bigpond.com.au](mailto:Basetel3@bigpond.com.au)



## 10. Building Covenants – The Approval Process

10.1 **STEP 1 - Covenant Approval is Required Before Commencement of work on site:** Prior to undertaking **ANY** Building work (including new dwelling, retaining walls, fencing, additions, driveways, landscaping and or general site excavation), the Buyer must first obtain written approval from The Seller. The Buyer or your builder or architect will submit your “Building Plans & Specifications” to The Seller by email to [nathan@parklakes2.com.au](mailto:nathan@parklakes2.com.au)

**Building Plans & Specifications are:** Final working drawings and specifications identical to those that are to be lodged with the Local Authority or Private Certifier to receive approval for building, including;

- a) Site Plan, concept sketch and indicative landscape areas as per Clause 8.1
- b) Floor Plans
- c) Specifications including materials to be used for external cladding and roofing, and external Colour Scheme
- d) Landscape Plan with details of fencing materials, location and colour scheme
- e) Cross Section and Elevation Plans

The Seller shall issue required amendments within 10 working days of receipt of Building Plans & Specifications. Within 7 working days from receipt of required amendments that Comply with the Building Covenant, The Seller shall issue **Covenant Approval**.

10.2 **STEP 2 - Local Authority or Private Certifier Approval:** Upon receipt of your Covenant Approval from The Seller, an application can be made to the Local Authority or Private Building Certifier to receive approval for building. Note: Identical Building Plans and Specifications approved by The Seller must be used.

10.3 **Covenant Miscellaneous:** In the event of Covenant Approvals requiring an Architect’s review of plans the Buyer will be responsible for the architectural fees incurred in such review up to a maximum of \$300.00. It shall be in the sole and unfettered discretion of The Seller as to whether plans will require architectural review. The Seller retains the right to issue approvals through an agent nominated by The Seller (“Sellers Agent”).

## 11. Consequences of Breach of Building Covenant

11.1 **Consequences:** If the Buyer breaches any of these Covenants, The Seller will be entitled to compensation for any loss. Each Buyer indemnifies The Seller in respect of any loss, damage or claim resulting from the Buyer’s breach.