



**D**avidson's

**A**t

**BELIVAH**

STAGE 1D

Covenant and Building Design Guidelines



complete land marketing

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## Table of Contents

1. APPROVAL OF PLANS	3
2. BUILDING SETBACKS	3
3. MINIMUM FLOOR AREA	3
4. BUILDING MATERIALS AND CONSTRUCTION	3
5. ROOFING	4
6. ALFRESCO	4
7. OUTBUILDINGS (GARAGES, TOOL STORES, SHEDS, ETC)	4
9. INCOMPLETE BUILDINGS	5
10. TEMPORARY STRUCTURES	5
11. DRIVEWAYS	5
12. REMOVAL HOMES	5
13. EXCAVATION	5
14. RETAINING WALLS	5
15. CARE & MAINTENANCE	5
16. FENCING AND LETTER BOXES	6
17. PARKING	6
18. DISPLAY HOMES	6
19. SIGNS AND HOARDINGS	7
20. PETS	7
21. VEGETATION MANAGEMENT	7
22. DEVELOPER'S RIGHT TO VARY OR EXCLUDE ANY COVENANT CONDITIONS	7
23. ACKNOWLEDGMENT BY PURCHASER	7
24. NO MERGER	8
25. BUILDERS NOTES	8

**Purchaser's Initials:**

**Date:**

## INTRODUCTION

These guidelines set out the standards and conditions under which residential buildings within this development will be approved by the Developer.

These guidelines are to be read in conjunction with the Special Covenants annexed to the Contract of Sale. Prior to the purchase of land and housing design, in this Estate, the full covenant should be read.

### 1. **APPROVAL OF PLANS**

Approval of plans and specifications for dwellings and extensions to dwellings or other structures are to be first approved in writing by the Design Review Committee. Copies of proposed building plans to be presented to the Design Review Committee and will be reviewed and require 7 business days to process and issue the result.

Any approval granted by the Developer to the plans for the construction or carrying out of buildings, structures, excavations or landscaping is not in place of any approval that may be required by the local authority. The Purchaser acknowledges that any approval granted by the Design Review Committee, or its nominee, to any plan containing any building, structures, excavation work or landscaping does not constitute any representation as to the adequacy, suitability or fitness of any such building structure excavation or landscaping work and that the same is still required to be approved by the local authority.

The Developer reserves the right at the request of the Purchaser or at its own instigation to vary or exclude any of the Covenant Conditions.

### 2. **BUILDING SETBACKS**

The building setbacks are to be in accordance with the Plan approved by the Logan City Council.

Each dwelling is to be wholly contained within the specified building envelope.  
See Annexure 'C'.

### 3. **MINIMUM FLOOR AREA**

Dwellings shall have a minimum floor area of one hundred and sixty (160) square metres including garages and al fresco areas

The internal floor area shall be classified as habitable area by the local authority and have a minimum ceiling height of 2.4 metres.

Plans with a smaller internal floor area may be considered provided the developer in his absolute discretion believes they will enhance the appearance of the estate and are in accordance with the general theme. Written approval from the developer is required.

### 4. **BUILDING MATERIALS AND CONSTRUCTION**

Prior to construction of any dwelling or outbuilding of any nature (including garden sheds) written approval must be obtained from the Design Review Committee. The dwelling shall be constructed of brick, brick and timber, render or other approved materials, bagged concrete is not

**Purchaser's Initials:**

**Date:**

permissible.

The roof is to be constructed of tiles, colorbond or other non-reflective surface. The Design Review Committee may agree to other materials being the dominant feature provided that it does not conflict with the Developer's obligations to all buyers under the covenant.

Note 1: Front elevation colours are required to be approved through the Design Review Committee

Note 2: Highly reflective or vibrant colours to façade will not be accepted. Zinalume will not be allowed.

Note 3: Duplication of facades will not be permitted "side by side"

Note 4: Eaves are required to be a minimum of 60% to front & secondary facades

Note 5: All dwellings must include a front covered porch with a depth of 1m minimum

Note 6: Letterbox to be complimentary to the house material and colour

Note 7: Double height bricks are not permitted to the front façade

Note 8: Lots between 20 and 12.49m must have a single or tandem garage door

Note 9: The wall length is not to exceed 8m and must incorporate an eave change, and a veranda or porch that is recessed or projects by a minimum depth of 450mm

## **5. ROOFING**

No hip roof is to have a pitch of less than 20 degrees nor to be of A frame construction unless the Developer specifically approves the plan for aesthetic reasons, and then only in writing.

Note: Skillion roofing is acceptable only from minimum 3 to maximum 15 degrees

All roofing must be of non-reflective type materials nor will vibrant colours be accepted.

Should Solar hot water systems be used they must be integrated with the profile of the main roof of the dwelling.

## **6. ALFRESCO**

Alfresco areas should be located under the main roof.

If (by written approval from the Developer) not located under the main roof, all materials and colour should be complimentary to and integrated with the main dwelling.

## **7. OUTBUILDINGS (GARAGES, TOOL STORES, SHEDS, ETC)**

The design appearance and external colours of all outbuildings must be complimentary to the main dwelling and constructed of materials matching the main dwellings. Sheds must not be visible from the street or public space. Any shed or outbuilding must not be attached to the main dwelling.

Applications to use other materials for outbuildings less than five (5) square metres floor area will be considered on individual merit.

## **8. STORAGE (BINS, AIR CONDITIONING CONDENSERS, ETC)**

Note: Screening is required for all ground mounted services including heating and cooling units, garage and refuse bins are required to be contained within an enclosure, or similar, integrated within the fencing proposal to be presented for approval by the design review committee.

Wheelie or refuse bins are required to be contained within an enclosure, or similar, integrated within the fencing proposal to be presented for approval by the design review committee with the building plans. be visible from the street and are required to be contained within an enclosure, or similar, integrated within the fencing proposal to be presented for approval with the building plans.

**Purchaser's Initials:**

**Date:**

Clotheslines must be screened from view of any road, public access way or designated area of public open space. Enclosures must consist of materials and colours which complement the house.

**9. INCOMPLETE BUILDINGS**

No building in the course of construction shall be left without substantial progress and work being carried out for longer than one (1) month. Total construction time for erection of a building shall not exceed twelve (12) months.

**10. TEMPORARY STRUCTURES**

There shall not at any time be erected on or placed or remain on the land any caravan, tent, temporary building or structure or other installation of a like nature. The only exceptions are sheds, workshops or office rooms to be used only in the course of construction in connection with the building of permanent improvements and in no instance shall any structure be used as a temporary dwelling.

**11. DRIVEWAYS**

All lots shall have a driveway extending from the street kerb to the garage and be constructed of exposed aggregate or coloured concrete, or pavers laid over reinforced concrete. Undercoated grey broom finished concrete and wheel strips are an unacceptable form of driveway construction.

**12. REMOVAL HOMES**

No removal homes, or other buildings previously erected on other land shall be erected or placed on the said land.

**13. EXCAVATION**

No soil or other material shall be removed from the land except by way of excavation for the foundations of a building to be erected thereon or in preparing and laying out gardens associated with the building.

**14. RETAINING WALLS**

Retaining walls within 1.5 metres of the subject property boundary shall be completed prior to the construction of any building or other significant structure and all other approved excavation or landfills shall be retained prior to the habitation of the building. Drainage shall be provided at the foot of any retaining wall.

No excavation or landfill shall direct water onto any neighbouring land (except for sheet flow water).

**15. CARE & MAINTENANCE**

No rubbish shall be allowed to accumulate or be placed upon the land. In the event of rubbish accumulating upon the land, or excessive growth of grass or if such grass becomes unsightly, then the Developer shall be at liberty (but not obliged) to cut the grass or remove the rubbish at any time, or from time to time, at the Purchaser's expense.

**Purchaser's Initials:**

**Date:**

The registered proprietor shall maintain all buildings, landscaping, lawns and gardens on the subject land and in keeping with the aims and objectives of the Estate establish and maintain a well kept and modern environment. The Purchaser shall ensure that on completion of construction of a house that the grassed frontage of the landscaping, if any, and the Council verge shall be kept mown and tidy at all reasonable times failing which the Developer or its agents, at their option, may tidy up and mow and the Purchaser will then pay the Vendor on demand the reasonable costs of carrying out such work.

**16. FENCING AND LETTER BOXES**

All front fences fronting onto a road, or proposed road, shall be pool fencing, rendered brick or block, use of decorative timber or other as approved by the Developer in writing. No fence shall contain, chicken wire, corrugated sheet iron, fibrous cement (or variations thereof), plywood sheeting of any kind and shall not exceed 1.2 metres in height. All fences to be constructed in a professional manner. Note: in the case of dual occupancy only one letterbox is allowed with 2 skits for mail.

The Purchaser agrees that fencing, including fencing from the front alignment of the house is to be shown on plans to be approved by the Developer in writing prior to construction.

Front fencing, where possible, would be preferred to be approximately 2 metres back from the front alignment of the house.

The Developer shall act reasonably in this regard and the Developer's decision shall be binding by the Purchaser.

In all cases, no colorbond, or similar fencing shall be allowed without the Developer's written permission.

The Developer shall be under no obligation to contribute to the construction and maintenance of any dividing fence between the land pursuant to this contract of sale and any adjoining land owned by the Developer. The buyer hereby waives the right that it may have pursuant to the Dividing Fences Act to require the seller to contribute to the construction and maintenance of any dividing fence as defined in the Dividing Fences Act

Letter Boxes must be identifiable from the street, be constructed of materials which complement the dwelling and be incorporated in the fencing (note: not attached to the top of the fencing), and wholly contained within the subject Lot. Under **no** circumstances will letter boxes on poles be accepted.

**17. PARKING**

No unregistered vehicles are to be parked, stored or used on the subject Lot

Only machinery used in the normal maintenance of the property is permissible.

Parking of cars must be contained wholly within the subject lot.

Machinery, commercial vehicles, trailers or other objects which may cause annoyance or in the opinion of the Developer detract from the amenity of the area are to be parked where they are not visible from the roadway with every effort made to provide suitable screen tree planting, and/or approved fencing.

**18. DISPLAY HOMES**

The Developer reserves the right to itself and its licensees to erect, on the estate, dwellings

**Purchaser's Initials:**

**Date:**

which are to be constructed in accordance with the requirements of this Deed of Covenant, are to be used for the purpose of a display home and the purchaser shall raise no objection thereto.

**19. SIGNS AND HOARDINGS**

The Purchaser hereby consents to the Developer to enter upon the land and remove any signs or hoardings erected without prior written consent.

The Purchaser will not permit any dwelling to be used as a display home without the written consent of the Developer being obtained.

The consent of the Developer shall not be unreasonably withheld but shall be on such terms and conditions as the Developer may reasonably require. The consent may be terminated by the Developer by the giving of thirty (30) days written notice.

In the event of a re-sale only one 900 x 600 corflute sign is to be displayed. Note: Smaller lot

**20. PETS**

Pets will be strictly controlled and in no way be permitted to interfere with other resident's enjoyment of their property.

No dogs or cats shall be brought onto, raised or bred without the prior written consent of Logan City Council. Purchasers are advised to contact Logan City Council for details relating to the keeping of cats and dogs.

**21. VEGETATION MANAGEMENT**

The Purchaser acknowledges that under no circumstances will the burning of vegetation be permitted within the estate therefore all vegetation rubbish must be recycled or removed at the owner's expense.

**22. DEVELOPER'S RIGHT TO VARY OR EXCLUDE ANY COVENANT CONDITIONS**

The Developer reserves the right, at the request of the Purchaser or at its own instigation, to vary or exclude any obligations under the Covenant provided that such action will only be taken by and in keeping with aims to establish a modern well designed residential estate. The Purchaser hereby absolves the Developer from any liability whatsoever for any action taken in the variation or exclusion of any covenant.

**23. ACKNOWLEDGMENT BY PURCHASER**

The Purchaser acknowledged that:

- The lot and plan is part of a subdivision of an estate pursuant to a MCU Approval between the Developer and the Logan City Council.
- There may be a bond in place to secure the completion of the works required to complete subdivision of the estate to the satisfaction of the Logan City Council.
- The Purchaser shall make no objection to any unfinished works as at the date of this Contract or the date of completion and shall not be entitled to delay completion or withhold any part of the purchase price by reason of any such unfinished works.

After completion it may be necessary for the Developer to enter upon the land for any of the following purposes:

**Purchaser's Initials:**

**Date:**

- For completion of the works or to meet Local Authority requirements.
- For any construction on adjoining properties.
- To ensure that the covenants herein are observed.

The Purchaser hereby authorises the Developer and the Developer's agents, servants and representatives to enter upon the land for the aforesaid purposes.

Note: The Purchaser agrees to provide the builder a copy of the attached DAB Rules and Regulations form prior to commencing construction.

**24. NO MERGER**

The Purchaser shall not sell, transfer or otherwise dispose of the land hereby sold to any person without obtaining from such person a covenant and acknowledgment in favour of the Developer to be bound by the same terms, including this subclause.

**25. DAB ESTATE RULES FOR CONSTRUCTION**

Builders are expected to conform to the covenant and seek Developer's written approval prior to commencing any works.

**(a) NOISE**

- Loud music /radios are not to be played on a job site, no excuses
- Nail guns or other noisy building practices are not to commence prior to 7am and to cease at 5pm

**(b) SITE MANAGEMENT**

- the ablution cubicle is to be sited onsite prior to construction
- Sediment control barriers to be installed professionally prior to construction
- Gravel crossovers to be constructed prior to construction
- Refuse areas that are wrapped or skips are to be onsite prior to construction
- No subcontractor signage allowed on site only the QBCC site and registered builders signage, unless authorized in writing by the developer
- Subcontractors cars are not to parked on private blocks of land unless approved through the onsite office
- Repairs or compensation for any damage to the kerbing, retraining, fencing, nature strips, or supply of utilities will be the responsibility of the builder
- Swearing or loud abusive language will not be tolerated onsite as there are families with children close by

**Purchaser's Initials:**

**Date:**



**Please be aware that families with young children live in this area and we will take whatever measures are required to make sure that the above points are adhered to.**

**Purchaser's Initials:**

**Date:**