



Caballo Park Estate Kilcoy

Building and Design Covenants

IMPORTANT INFORMATION REGARDING COVENANTS

The Covenants are specific to the Caballo Park Estate and are not included in the standard REIQ contract.

The word “covenant” means a promise or undertaking. In this case, the Covenants for the Caballo Park Estate outline those standards of building which are acceptable within the Estate as well as those which are not.

The Covenants are an integral part of your contract and contributes to the protection of your property value and the values of the other properties within Caballo Park Estate.

It is in your best interests to study the Covenants and understand it thoroughly before you enter into the Contract. Your sales consultant will be more than happy to help you in this regard.

You need to provide your builder with a copy of the Covenants and clear advice that you have an obligation to comply with the conditions of the Covenants.

Your builder needs to be aware that you must submit copies of plans and specifications to the Developer for approval, prior to any plans being lodged to Council or a private certifier.

An important point to remember is that the Covenants transfer from owner to owner. You are therefore obliged to include the Covenants as part of your contract of sale should you later sell the Land.

**DEED POLL
“CABALLO PARK ESTATE”
BUILDING AND DESIGN COVENANTS**

TO “Developer”
Tonlen Pty Ltd (Lennium Group) of 12/2 Quamby Place, Noosa Heads, QLD 4567

FROM “Buyer”

LAND “Land”
Proposed Lot _____ on SP316982, in “Caballo Park Estate, Winya QLD 4515

In consideration of the Developer agreeing to sell the Land to the Buyer under the Contract to which these Covenants are attached, the Buyer agrees with the Developer that:

1. PURPOSE

- (a) The Buyer acknowledges and agrees that the Developer that:
- (i) the land is part of the Estate;
 - (ii) a shared object of both the Developer and the Buyer is the establishment of an attractive and well-designed residential estate; and
 - (iii) it is desirable that supervision and control be exercised by the Developer for the protection and in the interest of the Buyer in relation to the nature and type of construction on each lot within the Estate.
- (b) The purpose of these Covenants is to ensure, amongst other things, that:
- (i) the character of the Estate is consistent across all lots in the Estate;
 - (ii) the building standards across all lots in the Estate are of a comparably high standard;
 - (iii) each of the buildings on each of the lots in the Estate conform to the Estate’s sustainability goals;
 - (iv) an owner’s use and enjoyment of their lot is not interfered with as a consequence of the other owner’s building activities;
 - (v) the value and desirability of each lot, both sold by the Developer and those owned by the various owners within the Estate is maintained and enhanced by each of the other owners in the Estate achieved through the adherence to a consistent standard, character and dimension; and
 - (vi) each of the buildings in the Estate comply with the development approvals, fire management plan, wastewater report and laws and requirements.

2. BUILDINGS AND IMPROVEMENTS

- (a) All buildings and other improvements, including any attached or detached garage or other structure by the Buyer or any successor in title of the Buyer or any other person, must be

constructed to and comply with these Covenants.

- (b) The Buyer will not submit to the Somerset Regional Council for its approval any plans, drawings, specifications or other information necessary to obtain building approval for any building works on the Land until the Buyer has received the written approval of the Developer in accordance with these Covenants and then only in accordance with the plans approved by the Developer and such conditions of approval imposed by it or agreed to by the Buyer.

3. THE APPROVAL PROCESS

- (a) The Buyer shall submit to the Developer for its approval, plans and specifications (A3 size) showing the development of the Land identical to those to be used for building certification for construction.
- (b) A Covenant Application Form must be completed and then attached and presented with the Buyer's building plans to the Developer.
- (c) The building plans shall include:
 - (i) Site Plan (minimum scale 1:200) showing as a minimum:
 - (A) Existing contours;
 - (B) Setbacks and building envelope;
 - (C) Excavation, fill and site levels;
 - (D) Retaining walls;
 - (E) Driveway – location and finish;
 - (F) Fencing – extent, location and type;
 - (G) Ancillary structures (pergolas, garden sheds, outbuildings, tanks etc);
 - (ii) Floor plan (minimum scale 1:100) showing as a minimum:
 - (A) Internal layouts and floor area calculation;
 - (iii) Elevations (minimum scale 1:100) showing as a minimum:
 - (A) Materials for external walls and roofing; and
 - (B) Roof form and pitch.
- (d) The building plans and Covenant Application form shall be lodged at the following address:
admin@lenniumgroup.com.au
Subject: Covenant Application – Caballo Park Estate
Reference: Lot # and Name
Phone: 07 54 555 888
- (e) The Developer shall advise in writing of its covenant approval within 5 working days of receipt of the building plans and Covenant Application Form or require that the Buyer amend the building plans to comply with these Covenants.

4. MAKING YOUR HOME LIVEABLE IN A SUBTROPICAL ENVIRONMENT

- (a) The relationship between the Land and the home that sits on it is crucial to the comfort of the occupants.
- (b) This is best achieved through the creation of an environment that not only provides investment and lifestyle benefits but also comfort levels that will deliver for the occupants as well as the environment.
- (c) The Buyer is encouraged to design their home to ensure it meets with the relevant energy equivalence ratings. Consideration should be given to the following:

- (i) Northern orientation of living rooms;
- (ii) Natural ventilation through windows and doorways;
- (iii) Shading with wider eaves and awnings (a minimum of 450mm eave width is required);
- (iv) Increased insulation in roof space and walls;
- (v) Treated glazing;
- (vi) Light coloured roofs and walls; and
- (vii) Well-designed outdoor living areas.

5. EARTHWORKS

No soil or gravel shall be dug or removed from the Land or other land in the Estate except in the way of excavating for the foundations of any building to be erected thereon or for use in such building or in preparing or laying out of gardens. Details of proposed earthworks must be accurately shown on building plans together with details of appropriate erosion and siltation prevention provisions – at no time shall earthworks or land formation cause the discharge of concentrated stormwater or siltation upon adjoining lands or watercourses.

6. BUILDING SETBACKS

No building or part of building, including a dwelling house, shall be erected outside of the building envelope for the Land as set out on the Building Envelope Plan. The Buyer must comply with any conditions set out in the Development Approval.

7. RESIDENCE AND FRONT ELEVATION

- (a) The front elevation of the dwelling should have an attractive appearance when viewed from the street. Modern and contemporary designs are encouraged with the clever use of roof form, façade treatments and architectural features, while responding to the climatic conditions of the area.
- (b) Special design features such as verandahs, front entry porticos, terraces, pergolas and balconies are strongly encouraged where these contribute to the overall streetscape, such elements should integrate the architectural design of the main dwelling and contain colours, materials and forms of a similar standard.
- (c) Corner lots have a special contribution to the quality of the streetscape. The design of dwellings on corner lots shall be aesthetically pleasing from both street frontages.
- (d) The dwelling house **must have a dwelling frontage (front façade width) of at least 17 metres measured from the outer external walls.**

8. WALL MATERIALS

- (a) The outside walls of any dwelling, garage or outbuilding shall be constructed of at least two different materials:
 - (i) Rendered brick or face brickwork;
 - (ii) Rendered and painted blockwork;

- (iii) Natural products – stone, ply cladding (lightweight); or
- (iv) Painted timber.

9. ROOF MATERIALS

- (a) Roof materials must be non-reflective and shall include:
 - (i) Clay or concrete tiles; or
 - (ii) Pre-finished corrugated metal sheeting, e.g. non reflective colour bonded steel, e.g. Colorbond.
- (b) Gutters and downpipes shall be prefinished or painted to match the residence unless they form part of an architectural theme.
- (c) Materials such as unpainted galvanised iron, e.g. Zinalume finishes for building works are prohibited due to the potential to cause glare leading to impact on surrounding properties.
- (d) The approved roof materials are materials that:
 - (i) Minimise the potential adverse effects on the external appearance of the dwelling and are consistent with the purpose for which these Covenants are designed.

10. GARAGES AND PARKING

- (a) All dwellings in the Estate shall have a minimum 2 car garage (fully enclosed vehicle accommodation) constructed from the same materials as the dwelling in order to maintain a high-quality streetscape. The garage may be attached to, contained under or detached from the dwelling.
- (b) When the garage is detached, a set of plans (including a site plan showing location of the garage on the Land) and specifications must be submitted at the same time as the house plans for covenant approval.

11. DRIVEWAYS AND CROSSOVERS

Every home must have as a minimum standard an all-weather gravel driveway.

12. FENCING

- (a) All fencing fronting the street shall be post and rail or similar to existing timber fences or of materials that are complementary to the dwelling design such as rendered block or brickwork entry structures and feature highlights (but not untreated blockwork).
- (b) **To ensure a high consistent standard of presentation, all lots have been provided with rear and side boundary fencing; constructed of a stained hardwood post and rail fence with PVC treated wire mesh or 3 rail timber sleeper stained hardwood post and rail type fencing. This boundary/rear fence is not to be altered or added to in any way by the Buyer without the express permission of the Developer.** The Buyer will be responsible for constructing their front fence with 3 metre return on each side boundary.
- (c) No fence shall be constructed of corrugated iron, sheet or corrugated asbestos cement or concrete blocks.
- (d) No fence shall exceed 1.83 m (6.0ft) in height above natural ground level.

- (e) The Developer shall not be bound, and the Buyer shall not make any claim against the Developer to contribute to the construction of any dividing fences between the Land and any adjoining land owned by the Developer.

13. SCREENING

Clotheslines, hot water systems, air conditioning units, gas tanks or similar structures must be located so as to be screened from view from any internal street where possible.

14. GARDEN SHEDS, SHEDS AND OUTBUILDINGS

For the avoidance of doubt, all sheds are to be set back a minimum of 5 metres back from the house setback. It is acknowledged that some allotments may have siting constraints which prevent this minimum setback being achieved. The Developer will consider such reasonable constraints in assessing the proposed shed location.

15. LANDSCAPING

- (a) Landscaping is an important visual and environmental feature of the Estate. All Buyers are to design and implement their landscaping to a high standard.
- (b) A complete landscaping design for the front yard and any other road frontages applicable to the Land must be submitted for covenant approval. The design should include plant sizes and species for the front yard.
- (c) Landscaping must be completed within ninety days of completion of the dwelling.

16. CARE AND MAINTENANCE

- (a) No rubbish shall be allowed to accumulate or be placed upon the Land or any other land in the Estate. The Land is required to be well maintained prior to, during and after construction of the dwelling. Outdoor areas must be kept clear of weeds and grassed areas kept presentable.
- (b) In the event of rubbish accumulating upon the Land and/or there being excessive growth of grass or if such grass becomes unsightly or in need of cutting, then the Developer, its agents, employees and workmen shall be at liberty (but shall not be obliged) to cut the said grass and/or remove such rubbish at any time or from time to time at the Buyer's expense.
- (c) The Buyer must ensure that their building exercises best practice management principles on the site during the building program that includes the following:
 - (i) A lined wire cage must be provided on site and site cleanliness must be maintained for the duration of the construction period;
 - (ii) Best practice for the control of stormwater pollution from building sites is available from the Somerset Regional Council;
 - (iii) No excavation materials, trees, rubbish, builders' waste or other substances whatsoever shall be deposited on neighbouring land;
 - (iv) Due care and consideration is to be exercised at all times when accessing the Land to ensure minimal disturbance to the landscaped areas;
 - (v) Wherever possible there should only be one (1) access point onto the Land from the street with parking off-street. Builders and/or their contractors are not permitted to park their vehicles on landscaped areas during the building program; and

- (vi) The Buyer must protect from damage, restore and maintain in good order and condition any feature wall, fencing, concrete footpath, driveway and/or grade placed upon the Land or the adjoining street verge constructed by the Developer prior to the purchase of the Land, failing which the Developer may enter upon the Land or footpath and repair and/or replace any such works at the expense of the Buyer.
- (d) The most effective way of ensuring the Buyer's builder meets the above conditions is to insert these conditions in the building contract.

17. SIGNS AND HOARDING

- (a) When the Land is listed "For Sale", the Buyer, its agents and servants may only erect one "For Sale" sign for the Land. This applies for listings with any agent and includes sole listings.
- (b) The Buyer hereby authorises the Developer, its agents and servants to enter upon the Land at any time to remove any signs or hoardings that are erected on any part of the Land without prior consent of the Developer.
- (c) A builder's sign of no larger than 1.0 square metre is permitted during construction.

18. BUILDING TIMEFRAMES AND DRIVEWAYS

- (a) In order to protect the Buyer's investment in the Estate and to assist in maintaining the visual amenity of the community, the Buyer agrees to be bound by the following construction times:
 - (i) Total construction time for a dwelling to not exceed **twelve months** from the commencement of construction;
 - (ii) Landscaping must be completed within **ninety days** of completion of the dwelling;
 - (iii) All fencing must be completed within **ninety days** of the completion of the dwelling in order to maintain the visual amenity of the streetscape; and
 - (iv) Driveways to be constructed **simultaneously** with the completion of the dwelling.

19. TEMPORARY STRUCTURES

There shall not at any time be erected on or remain on the Land any tent, temporary dwelling, shipping container or structure or other installation or anything of the like except sheds or office rooms used specifically for the purpose of construction of the permanent dwellings which in any event should only be used on a temporary basis pending completion of construction of the permanent dwelling.

20. PREVIOUSLY ERECTED BUILDINGS

No building previously erected on other land shall be erected or placed on the Land.

21. HOUSEHOLD WASTEWATER TREATMENT

- (a) Connection to a reticulated sewerage system is not available for the Estate.
- (b) Design and construct on-site wastewater treatment and disposal systems to comply with the Development Approval documents Attachment 4 – On-site Wastewater Management Report – authored and prepared by RS at Catalyst Environment 25th October 2019 and

Attachment 5 Effluent Disposal Report: Suitability for on-site Wastewater Disposal 22nd July 2019.

- (c) Notwithstanding clause 21(b), if the requirements set out in clause 21(b) contradict each other, then to the extent of the inconsistency, the current Somerset Regional Council policy requirements will prevail.
- (d) Refer to Catalyst Environment Report and associated plans.

22. GENERAL

- (a) Caravans, boats, trailers, trucks and work vehicles should not be parked within the road reserve.
- (b) The Buyer hereby acknowledges that only ONE SINGLE dwelling may be erected on the Land.

23. ESTATE FEATURES

The Developer may at any time construct a fence, sign wall or other feature (“Estate Feature”) on or near the boundary of the Land. The Buyer must maintain the Estate Feature in good order and condition as at the date of construction or purchase, whichever is the later, of the Land by the Buyer and must not alter the Estate Feature without the Developer’s approval. The Developer may enter the Land to remedy (at the Buyer’s cost) any breach of the Buyer’s obligations under this clause.

24. NO MERGER

The parties agree that the provisions of these Covenants in this document will not merge on the completion of the Contract and the conveyance of the Land to the Buyer but shall continue in full force and effect and remain binding on the Buyer, its heirs, executors, administrators, successors and assigns in favour of the Developer and its successors.

25. AMENDMENTS

No amendments or deletions to the terms and conditions of the Covenants will be accepted or acknowledged without prior written approval of the Developer.

26. ACKNOWLEDGEMENTS

- (a) The Developer may in its sole and absolute discretion waive, relax or alter any of the covenants or any other covenants entered into between the Developer and Buyers of any land within the Estate and may do so upon and subject to such conditions as the Developer in its absolute discretion may determine, provided that such amendment does not materially affect the Buyer. Any such amendment will not set a precedent nor imply that the amendment will be repeated.
- (b) The Buyer acknowledges that the Developer (nor any person on behalf of the Developer) has not made or given any warranty, representation or assurance to the Buyer that the Developer would or would not waive, relax or alter any of the Covenants in respect of the Buyer of any other land near the Land or in the Estate.
- (c) The Buyer further acknowledges and agrees that the Buyer shall not under any circumstances have any claim of any nature against the Developer in respect of the exercise by the Developer of its discretion pursuant to this clause or pursuant to any part of the Covenants.

- (d) No approval or consent granted by the Developer shall constitute any agreement or representation as to the adequacy, suitability or fitness of any plans, specifications, designs or proposed structures and the Buyer acknowledges that no reliance has been placed on such approval or consent. The Buyer acknowledges that it is responsible to carry out all relevant investigations to ascertain the suitability of the Land and/or improvements to be built on it.

27. BUYER’S ACKNOWLEDGEMENT

The Buyer acknowledges that they have received and read all pages of the Covenants.

28. DEVELOPMENT APPROVAL

The Buyer must comply with the conditions of the Development Approval.

29. HORSE KEEPING

- (a) The Buyer must comply with conditions 1.4 of the Development Approval.

	Variation of Effect of Planning Scheme
	Timing
	At all times (including any future change to zoning General residential zone Park residential precinct)
1.4	This Variation Approval, in accordance with section 61 of the <i>Planning Act 2016</i> , varies the effect of the <i>Somerset Region Planning Scheme Version Three</i> only with respect to the following:

Definition of Horse keeping	
<i>Horse keeping – The keeping of horses on a Park Residential sized lot (generally 5,000m2 and over), including training, breeding and boarding.</i>	
Table 5.5.3 – Emerging community zone for the Animal keeping use:	
Categories of development and assessment	Assessment benchmarks
Accepted development subject to requirements	
If:	Not applicable
(a) <i>Horse keeping</i> ; and	
(b) On a site greater than 0.5 hectare in area; and	
(c) Complying with varied Horse keeping provision in the Animal keeping code	
Code assessment	
If:	Emerging community zone code
(a) <i>Horse keeping</i> ; and	Animal keeping code
(b) Not Accepted development subject to requirements	
Impact assessment	
If:	The planning scheme
(a) not Code assessment	

Table 8.2.1.3 – Animal keeping code:

Horse keeping	
<p>PO2 The activity is located on a <i>premises</i> that:</p> <p>(a) is of sufficient size to accommodate the use;</p> <p>(b) is of a scale and intensity that does not result in <i>environmental harm</i> or <i>environmental nuisance</i>; and</p> <p>(c) sited to maintain the character of the locality.</p>	<p>AO2.1 The <i>site</i> area is a minimum 0.5 hectare for <i>horse keeping</i>.</p>
<p>PO3 The activity does not result in:</p> <p>(a) environmental harm or environmental nuisance on <i>sensitive land uses</i> located on <i>adjoining premises</i>; and</p> <p>(b) adverse impacts on water quality values of local receiving environments.</p>	<p>AO3.1 The following separation distances are provided for <i>animal enclosures</i> (stables):</p> <p>(a) 40 metres to Kilcoy Murgon Road and Mount Kilcoy Road <i>road frontage</i>;</p> <p>(b) 25 metres to a lot's <i>primary street frontage</i>;</p> <p>(c) 15 metres from side and rear boundaries;</p> <p>(d) 15 metres from a <i>dwelling</i> on the same <i>premises</i>;</p> <p>(e) 30 metres from a <i>dwelling</i> on another <i>premises</i></p>

30. JOINT AND SEVERAL

The Buyer (if more than one person) agrees that they are jointly and severally liable in relation to the obligations pursuant to these Covenants.

31. SEVERANCE

Any void, voidable or illegal term of these Covenants may be severed unless to do so will result in a change to the basic nature of these Covenants.

32. COMPLIANCE WITH COVENANTS GENERALLY

(a) The Buyer:

- (i) Acknowledges that the Developer has a significant investment in the Estate, and has an interest in maintaining the value and desirability of lots within the Estate;
- (ii) Acknowledges that a failure by the Buyer to strictly comply with the Covenants will diminish the value of the Developer's significant investment in the Estate;
- (iii) Acknowledges that a failure by the buyer to strictly comply with the Covenants will diminish the value and desirability of:
 - (A) Unsold lots in the Estate in the hands of the Developer; and
 - (B) Lots sold by the Developer to other owners within the Estate.
- (iv) Agrees that in the event that the Buyer does not strictly comply with the Covenants, the Developer will have legally enforceable rights against the Buyer, including the right to seek orders from the Courts compelling compliance by the Buyer, the right to enter

onto the Land of any lot to undertake works to remedy a non-compliance and/or the right to seek damages against the Buyer; and

- (v) Hereby irrevocably grants to the Developer or the Developer's agents, a licence to enter onto the land to undertake work reasonably necessary to rectify any non-compliance with the Covenants, such right not to be exercised until after notice has been given by the Developer to the Buyer to rectify the breach and that breach has not been rectified within the period provided for in the notice.
- (b) The Buyer warrants and represents to the Developer that the Developer will comply strictly with the terms of the Covenants and that it has the capacity to do so and the buyer acknowledges that the Developer has relied on and been induced by those warranties and representations, to enter into the contract with the Buyer to sell the Land.

33. LIQUIDATED CLAIM

- (a) The Buyer agrees that if the Buyer:
 - (i) Is in breach of any section of the Covenants; and
 - (ii) Has not remedied such breach on or before 14 days after receiving a notice from the Developer giving notice of the breach and the requirement to rectify such breach (or within such longer time stated in the notice given by the Developer to the Buyer), then the Buyer will pay the Liquidated Claim amount for each unremedied breach to the Developer.
- (b) The Developer's entitlement to be paid the Liquidated Claim Amount is in addition and without prejudice to any other rights it may have under these Covenants.
- (c) The Buyer agrees that the amount of the Liquidated Claim amount, calculated in accordance with the definition, is a genuine pre-estimate of the loss which the Developer will or may suffer in the event of a failure by the Buyer to strictly comply with these Covenants, having regard to the risk to the Developer that it will be unable to secure sales of unsold lots in the Estate because of the buyer's non-compliance.

34. PROCESS FOR CALCULATING LIQUIDATED CLAIM AMOUNT

- (a) Upon delivery by the Developer's accountants of a certificate in respect of the Liquidated Claim Amount, the Buyer may object to the certification by delivery of the written notice to the Developer, detailing the basis of the objection, within 7 days and failing delivery of any such objection within the time specified, the Buyer shall be deemed to have accepted the Developer's accountants' assessment.
- (b) In the event that the Buyer lawfully objects to the Developer's accountants' certification regarding the Liquidated Claim Amount, the parties will meet within 3 days and negotiate in good faith to try to agree on the amount of the Holding Costs, the Loss of Profit and the Costs Saved and failing agreement within 1 day of such meeting, the parties will be free to take such action as may be available to them.

35. INDEMNITIES

- (a) In further consideration of the Developer entering into the Contract with the Buyer to sell the Land, the Buyer hereby:
 - (i) Indemnifies the Developer in relation to all claims and liabilities whatsoever, which are made or may be made by any other person against the Developer its agents, employees, directors or contractors, arising directly or indirectly out of or in connection with any failure by the Buyer to strictly comply with the terms of the Covenants, including all claims for damages and costs (on a full indemnity basis); and

- (ii) Indemnifies the Developer in connection with all legal costs and outlays incurred by the Developer in enforcing or attempting to enforce the Covenants, on a full indemnity basis.

36. DEFINITIONS

- (a) "Building Envelope Plan" means the building location envelope plan attached to these Covenants in Appendix 2.
- (b) "Covenant Application Form" means the covenant application attached to these Covenants in Appendix 1.
- (c) "Covenants" means these Building and Design Covenants including all Schedules and Appendices as may be amended by the Developer from time to time.
- (d) "Developer" means Tonlen Pty Ltd (Lennium Group Pty Ltd).
- (e) "Development Approval" means the Development Permit DA18513 17 FEB 2020 of the Somerset Regional Council for Reconfiguring a Lot by Subdivision (1 into 30 lots).
- (f) "Estate" means the estate known as "Caballo Park Estate" at Winya, QLD 4515 or such other name determined by the Developer from time to time.
- (g) "Liquidated Claim Amount" means the amount calculated by reference to the following formula:

$$A = (B + C) - D$$

Where:

- "A" = the Liquidated Claim Amount;
- "B" = the Holding Costs;
- "C" = the Loss of Profit; and
- "D" = the Costs Saved.

- (h) "Holding Costs" means the amount reasonably certified by the Developer's accountants as being the additional holding costs incurred by the Developer as a consequence of the Developer's inability to sell any part of the Estate due to the Buyer's non-compliance with the Covenants.
- (i) "Loss of Profit" means the amount reasonably certified by the Developer's accountants as being the loss of profit suffered by the Developer as a consequence of the Developer's inability to sell any part of the Estate due to the Buyer's non-compliance.
- (j) "Costs Saved" means the amount reasonably certified by the Developer's accountants as being the sale and other costs saved by the Developer as a consequence of any failure by the Developer to sell any part of the Estate due to the Buyer's non-compliance with the Covenants.

DATED THIS _____ 20 _____

SIGNED AS A DEED POLL

SIGNED, SEALED AND DELIVERED BY)
the Buyer in the presence of:

Buyer's Signature

Witness

THE BUYER'S SIGNATURE MUST BE WITNESSED

SIGNED, SEALED AND DELIVERED BY)
The Buyer in the presence of:

Buyer's Signature

Witness

THE BUYER'S SIGNATURE MUST BE WITNESSED

APPENDIX 1

CABALLO PARK ESTATE COVENANT APPLICATION FORM

A. BUYER'S DETAILS

Name _____

Address _____

Email _____

Mobile _____

B. DWELLING HOUSE DETAILS

Proposed Lot No _____

- Total area of the home (including attached garages, but excluding outdoor living areas in square metres) _____
- Total area of the out living areas (under the main roof line) _____
- Total area of Double Detached Garage (to be of same materials as the dwelling) _____

- Roof Pitch _____
- Eaves _____
- Design _____

C. EXTERNAL MATERIALS / COLOURS

- Wall Material _____
- Type of Brick & Colour _____
- Wall Coating _____
- Render Colour _____
- Roof Material _____
- Colour _____
- Gutter Colour _____
- Fascia Colour _____
- Window Frame Colour _____
- Driveway Material _____
- Driveway Colour (if coloured concrete) _____
- Front Fencing Materials _____

D. OTHER PROPOSED STRUCTURES

Sheds, Patios, Swimming Pools, Cabanas, Tanks, Horse Stables

Plans Attached _____

E. EARTHWORKS

- Cut and/or Fill Details _____
- Retaining Walls _____

F. WASTEWATER TREATMENT PROPOSAL

- Include details, plans and location of wastewater treatment proposal.

BUILDER'S DETAILS

Name _____

Address _____

Mobile _____

Email _____

Licence No _____

Licensee Name _____

ATTACHMENTS

Make sure you attach the following to the Covenant Application – refer to Clause 3

- A. Site Plan showing north point and contours.
- B. Floor Plan
- C. Front, Rear and Side Elevations
- D. Cross Section Details
- E. Fencing and Driveway Details
- F. Hot Water System, Air Conditioning & Water Tank Location (if applicable)
- G. Retaining Wall Details (if applicable)

ALL PLANS, ELEVATIONS AND ATTACHMENTS MUST BE PRESENTED IN A3 PDF FORMAT

APPENDIX 2

BUILDING ENVELOPE PLAN



Mount Kilcoy Road,
Winya
For
Lennium Group

IMPORTANT NOTES:
(These notes are an integral part of this plan)
This plan has been prepared for Lennium Group
for designing new construction on the land.
It is not to be used by any other person or
corporation or for any other purposes.

Copyright © Veris Australia Pty Ltd.
15/01/2021

THESE DESIGNS AND DRAWINGS ARE COPYRIGHT
AND ARE NOT TO BE USED OR REPRODUCED
WITHOUT THE WRITTEN PERMISSION OF VERIS

Data Sources	
Cadastral Boundaries	425162-LC01-H
Contours / Topographic	.
Aerial Images	.
Flood Level	.
Engineering Design	.
Architectural Design	.
Landscape Design	.

Issue	Revisions	Date	Drawn
B	Extend Brumby Place & amend Lots 27-31	11-03-2021	EH
A	Original	15-01-2021	GF

Locality:	Winya
Local Authority:	Somerset Regional
Horizontal Meridian:	MGA Zone 56
Scale:	1:2500 @ A3
Drawn:	GF 15/01/2021
Checked:	EH 20/01/2021
Plot Date:	11 Mar, 2021
Computer File Ref:	425162-BLE02-B.dwg

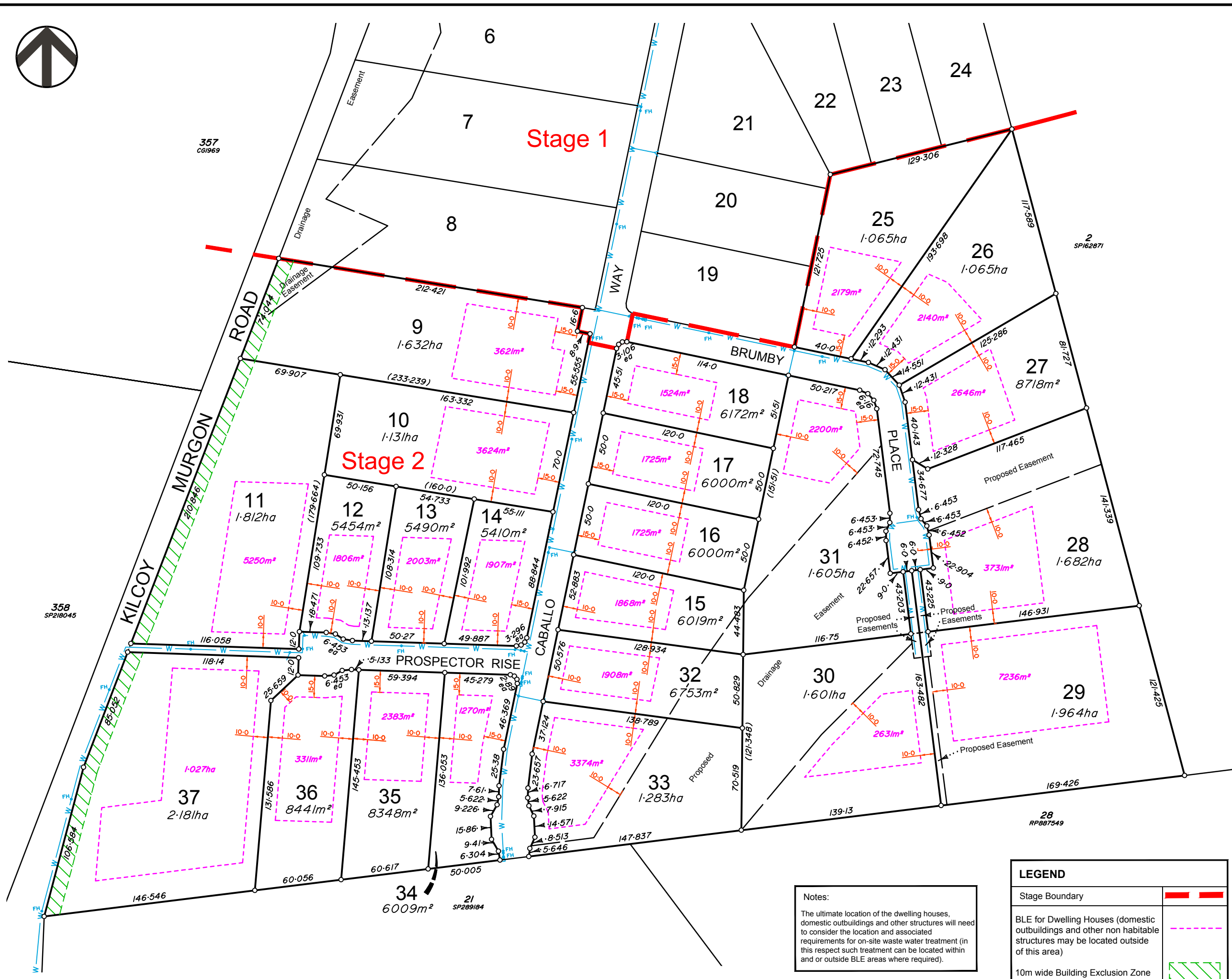
Building Lot Envelope
Plan
Stage 2



BRISBANE (07) 3666 4700 WHITSUNDAYS (07) 4945 6600
MACKAY (07) 4957 9700 CAIRNS (07) 4052 9400

veris.com.au
ACN 615 735 727
Veris Australia Pty Ltd

Drawing No 425162-BLE02 Issue B



Notes:
The ultimate location of the dwelling houses, domestic outbuildings and other structures will need to consider the location and associated requirements for on-site waste water treatment (in this respect such treatment can be located within and or outside BLE areas where required).

1740m² Approximate BLE area

LEGEND	
Stage Boundary	
BLE for Dwelling Houses (domestic outbuildings and other non habitable structures may be located outside of this area)	
10m wide Building Exclusion Zone	

