



HOUSING COVENANTS

BETWEEN: MIRVAC QUEENSLAND PTY LIMITED ACN 060 411 207 ("Seller")

AND: THE PERSON NAMED AS "BUYER" IN THE REFERENCE SCHEDULE ("Buyer")

SECTION 1 - GENERAL PROVISIONS

1 ACKNOWLEDGMENT BY BUYER

1.1 The Buyer acknowledges that the Land is part of a residential subdivision known as Aston Grove. The Buyer covenants that it is desirable and in the interest of all buyers of lots in Aston Grove estate that the Seller exercises supervision and control to ensure that:

- (a) the Land and other lots in Aston Grove are properly maintained prior to the commencement of construction of a Dwelling thereon;
- (b) a high standard of design and construction of dwellings in Aston Grove is maintained; and
- (c) Buyers conform with agreed standards in relation to the use of their lots and any Extensions/Improvements erected thereon.

1.2 The Buyer agrees and acknowledges that references to the Buyer includes the Buyer and any other occupants residing at, or otherwise making use of, the Property.

2 OCCUPATION AND USE

2.1 The Buyer must not:

- (a) erect or permit to remain upon the Land part of any Building Works or structure unless it fully complies with the requirements of the Local Authority;
- (b) reside in the Dwelling prior to completion of the Dwelling;
- (c) reside in the Dwelling until curtain rails and functional curtains, shutters and blinds are installed to all clear glazed windows of the Dwelling visible from any street. The Buyer must not install any sheets or other materials as a temporary measure;
- (d) commence any Improvements to the Dwelling or excavation on the Land unless plans and designs for those Improvements have been approved by the Seller or its representative and a building permit has been issued by the Local Authority or private certifier (if required); or
- (e) except for a fireplace within the Dwelling, erect or install on the Land any incinerators or burners and the Buyer must not burn off any material or rubbish on, in or about the Land.

2.2 Prior to construction of the Dwelling and Outbuildings, the Land must be maintained clear of all weeds, building debris and general waste.

2.3 During construction of any Improvements, a suitable covered bin must be provided for adequate disposal of waste goods and materials.



- 2.4** Debris, bins and site facilities are to be clear of all roads, footpaths, reserves, public places and neighbouring properties (unless the owner's written consent is obtained to place such items on neighbouring properties).
- 2.5** After completion of a Dwelling on the Land, the Buyer shall keep and maintain the Dwelling and all landscaping, trees, shrubs, lawns and gardens on the Land, as well as the lawn between the Land boundary and the road kerb, in good order and condition acceptable to the Seller or its representative. Such order and condition shall minimally require the adequate watering of all garden and lawn areas (within current Local Government guidelines if there are water restrictions), the frequent mowing of lawns and trimming of lawn edges and the regular maintenance of plants and trees.
- 2.6** Other than for a reasonable period during construction of the Dwelling, the Buyer shall not bring onto or allow on the Land any rubbish, spoil or unsightly materials.
- 2.7** The Buyer shall not place or allow on the adjoining lots or footpath any rubbish, spoil or unsightly materials.
- 2.8** The Buyer shall not park or place either on the footpath or within the area of the required setback of a Dwelling from the street boundary of the Land, nor permit to be placed there, any trailer, caravan, boat or other vehicle or object which in the Seller's or its representative's opinion will cause nuisance or annoyance or detract from the amenity of the area. The Buyer shall not park or allow to be parked within Aston Grove's private or public land or upon its streets either overnight or regularly on weekends for periods considered by the Seller or its representative to be excessive, any commercial vehicle other than a light utility vehicle.
- 2.9** The Buyer shall not carry out repairs and maintenance of any vehicle or equipment in such a way as, in the Seller's or its representative's opinion, to cause nuisance or annoyance or detract from the amenity of the area.
- 2.10** No articles connected with the disposal or storage of rubbish other than domestic rubbish bins shall be used without the prior consent of the Seller.
- 2.11** Refuse bins shall be kept to the side of any Dwelling built on the Land and, if possible, behind any fence or screen constructed between the Dwelling and a side boundary. Refuse bins shall not be kept in front of the Dwelling or within the area of its setback from the street or otherwise unnecessarily in public view. Refuse bins are not to be placed on the street for extensive periods.
- 2.12** The Buyer shall not without the Seller's or its representative's prior written consent display or permit to be displayed to the public any Dwelling erected on the Land (such as for a Display Home) except when such display is with the sole and immediate object of selling such Dwelling. Such period of public display is limited to 2 x 1 hour sessions weekly.
- 2.13** The Buyer shall not without the express prior written consent of the Seller or its representative use any Dwelling, garage or outbuilding as a showroom, shop or Display Home. The Buyer consents to the Seller using other dwellings at Aston Grove as either a showroom or a Display Home if the Seller wishes to do so.
- 2.14** No Temporary Dwelling or sub-standard Dwelling shall be brought onto the Land except for the purpose of building the Dwelling and for the purpose of building such other permanent structure on the Land as may be permitted by the Seller or its representative.
- 2.15** The Buyer shall not remove or relocate any street trees from the nature strip adjacent to the Land without the consent of the Seller.
- 2.16** The Buyer shall complete all driveways and landscaping of the Land within 60 days of the date of completion of the Dwelling.
- 2.17** Additions and extensions to the Dwelling, Outbuildings and other structures on the Land, including new verandahs, pergolas, outbuildings, sheds, swimming pools and garden structures are subject to the same covenant requirements and application for approval must be made to the Seller or its representative in the same manner as the original Dwelling building applications.
- 2.18** Street landscaping along each frontage of the Land must be protected by the Buyer during the construction of the Dwelling, Outbuildings, Improvements and Extensions. The Buyer agrees to reimburse the Seller, upon demand,
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for expenses incurred by the Seller on the Buyer's behalf in maintaining or repairing the landscaping along each frontage of the Land which have been damaged by the activities on the Land.

- 2.19** The Seller or its representative, in its absolute discretion, may approve or reject any application for approval of the Dwelling or grant approval subject to such conditions as it may reasonably require unless such application complies with the Housing Covenants.

3 FAILURE TO MAINTAIN THE LAND

- 3.1** The Buyer hereby authorises the Seller or its representative, and the Seller or its representative may elect, to maintain the Land (should the Buyer not do so to the standard required by these Housing Covenants as determined by the Seller or its representative) and grants access to the Land for this purpose and agrees that such entry and access shall not constitute trespass. The Buyer agrees to reimburse the Seller or its representative, upon demand, for expenses incurred by the Seller or its representative in maintaining the Land on the Buyer's behalf.

4 SIGNS

- 4.1** The Buyer shall not without the Seller's or its representative's prior written consent erect on the Land or adjoining footpath or fence on the Land or permit to be erected or fixed, any signs, hoardings or advertisements of any kind except a sign, of no more than 1.08 square metres (900mm x 1200mm) in area, of a contractor actively carrying out work on the Land (together with such other signs as workplace health and safety or planning regulations require) and a maximum of 1 sign no more than 1.08 square metres (900mm x 1200mm) in area advertising the property for sale. The Buyer hereby authorises the Seller or its representative to enter upon the Land to remove any signs or advertising not complying with these provisions and agrees that such entry and access shall not constitute trespass.

5 APPROVAL OF PLANS FOR BUILDING WORKS, EXTENSIONS AND IMPROVEMENTS

- 5.1** If the Buyer's Building Works, Extensions or Improvements are being constructed by the Seller or a related entity of the Seller then this Clause 5 does not apply.

- 5.2** Prior to the Buyer commencing any Building Works, Extensions or Improvements or making any application for the approval of building plans (including plans for the Buyer's proposed Dwelling) by the Local Authority, the Buyer shall first submit the plans for any Building Works, Extensions or Improvements to the Seller or its representative showing, in addition to the requirements of Local Authority:

- (a) the material, colour and finish of all external walls and gables and of the roof and the pitch of the roof;
- (b) the position on the Land and the description of any retaining walls and fences;
- (c) any other information, matter or thing required by the Design Standards, being Section 2 of these Housing Covenants; and
- (d) obtain the Seller's or its representative's written approval.

- 5.3** The Seller or its representative, in its absolute discretion, may approve or reject any application for Building Works, Extensions or Improvements or grant approval subject to such conditions as it may reasonably require.

- 5.4** The Buyer acknowledges that any approval granted by the Seller or its representative is in addition to, and not in place of, any approvals required to be given by Local Authority and any competent authority. The Buyer agrees not to place any reliance on the Seller's or its representative's approval and acknowledges that the Seller's or its representative's approval shall not constitute any representation as to the adequacy, suitability or fitness of any building plan, Building Works, Extensions or Improvements.

6 REQUIREMENTS OF THE EXTENSIONS/IMPROVEMENTS

- 6.1** If the Buyer's Extensions/Improvements are being constructed by the Seller or a related entity then this Clause 6 does not apply.
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- 6.2** The Buyer will carry out all Building Works in respect of any Extensions/Improvements strictly in accordance with the plans, details and conditions approved by the Seller and will obtain the Seller's or its representative's prior written approval of any variation in relation to the approved plans, details and conditions which the Buyer wishes to implement and which affects in any way the outside of the Dwelling or the development of the Land.
- 6.3** The Extensions/Improvements of the Dwelling on the Land shall proceed continuously after commencement and without undue interruptions until the Extensions/Improvements is in all Practically Completed. Any subsequent construction of fences, walls, a driveway or pool and the like, whether undertaken by the Buyer and/or by others on the Buyer's behalf, shall be carried on to completion in all respects without undue interruption or delay.
- 6.4** All Building Works constructed upon the Land must be constructed by a suitably qualified person.

7 FENCING

- 7.1** Notwithstanding any provisions of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* to the contrary, the Seller shall not be liable or be required, at any time, to join in or contribute to the cost of erecting or maintaining any fence erected or to be erected on the Land or on the boundaries of the Land or on any dividing line between the Land and any lots unsold or held by the Seller.

8 DRAINAGE

- 8.1** The Buyer hereby indemnifies the Seller and agrees to keep the Seller indemnified against all Claims incurred or suffered by the Seller as a direct or indirect result of the Buyer's failure to comply with the site drainage requirements outlined in the Design Standards in Section 2.

9 NO MERGER

- 9.1** The Buyer and the Seller agree that all of the covenants and agreements in the Housing Covenants shall remain in full force and effect against the Buyer and the Buyer's successors, administrators and assigns in favour of the Seller and its successors, administrators and assigns notwithstanding the completion of the sale and purchase of the Land and the registration of a transfer of the Land in favour of the Buyer.

10 BUYER'S DEFAULT

- 10.1** The Buyer and Seller agree that if and whenever the Buyer or any successors in title shall make any default under these covenants, the Seller or its representative, without prejudice to its other rights, remedies and powers, shall be at liberty to enter upon the Land to perform such work as shall be necessary to comply with these covenants and the Seller or its representative shall be entitled to recover the cost of the work from the Buyer or any successors in title.
- 10.2** The Buyer agrees that access or entry onto the Land by the Seller or its representative pursuant to Clause 10 shall not constitute trespass.

11 SELLER'S DISCRETION

- 11.1** The Buyer may apply to the Seller or its representative for consent to complete works on the Land and other buyers of lots in Aston Grove may apply to the Seller or its representative for consent to complete works on those lots which does not comply with these covenants. The Seller or its representative may grant or refuse the application in its absolute discretion.
- 11.2** The Seller or its representative reserves the right to vary the Housing Covenants for future and other lots at Aston Grove.

12 DISCLAIMER

- 12.1** The Seller at its discretion has the authority to approve on its merits any innovative or diverse designs that do not meet the requirements of these Housing Covenants. The Buyer acknowledges that the Seller or its representative has the right to vary, exclude or elect not to enforce any of the Housing Covenants on owners of other land in Aston
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Grove. The Buyer will not object or make any Claim against the Seller and its representatives and specifically absolves the Seller and its representatives from any liability of any nature for any action taken in varying, excluding and electing not to enforce any Housing Covenants on other owners of other land in Aston Grove.

13 COMPLIANCE WITH HOUSING COVENANTS

13.1 Compliance with Housing Covenants Generally

- (a) The Buyer:
- (i) acknowledges that the Seller has a significant investment in Aston Grove and has an interest in maintaining the value and desirability of lots within Aston Grove;
 - (ii) acknowledges that a failure by the Buyer to strictly comply with the Housing Covenants will diminish the value of the Seller's significant investment in Aston Grove;
 - (iii) acknowledges that a failure by the Buyer to strictly comply with the Housing Covenants will diminish the value and desirability of:
 - (A) unsold lots in Aston Grove in the hands of the Seller; and
 - (B) lots sold by the Seller to other owners within Aston Grove;
 - (iv) agrees that in the event that the Buyer does not strictly comply with the Housing Covenants, the Seller 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 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 Seller or the Seller's representative or agent, a licence to enter onto the Land to undertake work reasonably necessary to rectify any non compliance with the Housing Covenants, such right not to be exercised until after notice has been given by the Seller 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 Seller that the Buyer will comply strictly with the terms of the Housing Covenants and that it has the capacity to do so and the Buyer acknowledges that the Seller has relied on and been induced by those warranties and representations, to enter into the Contract with the Buyer to sell the Land.

13.2 Indemnities

- (a) In further consideration of the Seller entering into the Contract with the Buyer to sell the Land, the Buyer hereby indemnifies the Seller:
- (i) in relation to all Claims and liabilities whatsoever, which are made or may be made by any other person against the Seller, 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 Housing Covenants, including all Claims for damages and costs (on a fully indemnity basis);
 - (ii) in connection with all costs, expenses and outlays (including legal costs, expenses and outlays) incurred by the Seller in enforcing or attempting to enforce the Housing Covenants, on a full indemnity basis;
 - (iii) in connection with all costs, expenses and outlays incurred by the Seller in doing any work or remedying a default of the Buyer of these Housing Covenants; and
 - (iv) for any costs, expenses or damages the Seller may suffer as a result of future owners of the Land not being bound to these Housing Covenants due a breach of the Buyer of the requirement to have future owners of the Land agree to be bound by these Housing Covenants.
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13.3 Sunset Date

- (a) The Seller does not intend to exercise its discretion to enforce the Housing Covenants beyond a period of twelve (12) months from the date of settlement of the sale of the last residential lot in Aston Grove.
- (b) Notwithstanding the foregoing, the Seller will retain the right to enforce such Housing Covenants as it sees fit and in its absolute discretion.
- (c) The Buyer agrees that it will not Object or make a Claim against the Seller or its representative if the Seller or its representatives elects not to enforce the Housing Covenants.

13.4 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 Housing Covenants.

13.5 Severance

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



SECTION 2 - DESIGN STANDARDS

14 INTRODUCTION

14.1 To protect the future lifestyle and investment appeal to all residents of Aston Grove, comprehensive standards have been developed which promote:

- (a) a consistent high standard of architectural design;
- (b) a quality standard of residential construction;
- (c) the implementation of sustainable design principles; and
- (d) landscape design that is integrated with the proposed dwelling and streetscape.

14.2 The guidelines must be followed in addition to all relevant statutory building requirements. For clarity, covenant assessment does not form part of the legislated building approval requirements.

15 STRUCTURE

The Design Standards consist of 3 parts:

Part 1 - Mandatory Provisions - outline and specify all compulsory requirements essential to Aston Grove development.

Part 2 - Advisory Notes – provide assistance in improving comfort, efficiency and amenity.

Part 3 – Submission Checklists – all documentation requirements to be submitted to the Covenant Assessment Officer.

16 THE APPROVAL PROCESS

The Seller's approval of building plans is required prior to the application for building approval. Plans must be submitted within 12 months from the Settlement Date and construction completed within 24 months from the Settlement Date. Plans are to be posted to:

Aston Grove Covenant Assessment
c/- Customer Relations
PO Box 10047
Adelaide Street
BRISBANE 4000
Ph: (07) 3859 5888

OR emailed to

Aston Grove Covenant Assessment
customer.relationsqld@mirvac.com

The approval process will generally be in two parts, being preliminary and final approval. One set of building plans are required for assessment. Please allow 2 weeks for assessment.

The Buyer must notify the Seller that works are complete within 14 days of the completion date. The Seller may inspect completed works to ensure that the Housing Covenants and architectural standards have been complied with.

PART 1 – MANDATORY PROVISIONS

17 BUILDING ENVELOPE

- 17.1 Project specific building envelopes have not been identified for Aston Grove. As such, the building envelope is to be in accordance with the requirements of the Local Authority. Please discuss the requirements with your builder or certifier.

18 RESIDENTIAL CHARACTER

- 18.1 The residential character must be designed and articulated to successfully provide interest and reflect a strong, modern contemporary architectural aesthetic.
- 18.2 The street elevations of Dwellings (including secondary elevations on corner allotments) should not include stylistic references such as Colonial, Georgian, Classical, Victorian, Regency, Gothic, Italianate, Filigree, Federation, Tuscan or Queenslander replica type language. Such characteristics are considered inappropriate to the overall amenity of the estate.

19 FACADES (INCLUDING ALL EXTERNAL SURFACES)

- 19.1 Facades are to be predominantly rendered with coloured or painted render where:
- (a) Facing the primary street frontage;
 - (b) Facing a secondary street frontage (corner blocks); and
 - (c) For a length of 3.0m on side walls, measured from the corner of the wall facing the primary or secondary street frontage.
- 19.2 Limited features utilising sections of face brick, cladding, or other materials may be permitted where it is considered to benefit the streetscape.
- 19.3 Where not visible from any public road, façade treatments can include single height face brick and light-weight cladding materials.
- 19.4 The following materials are prohibited from façade use:
- (a) Unpainted galvanised metal or zincalume;
 - (b) Face brick work that is:
 - (i) Greater than single height (i.e double height);
 - (ii) Excessively mottled or textured;
 - (c) Reflective tinting to glass is not permitted. Coloured and textured glass is generally not acceptable but may be considered if used in minimum quantities.
- 19.5 Notwithstanding the provisions of clauses 19.1, 19.2, 19.3 and 19.4, the Seller will assess and may provide direction on façade treatments for all facades of Dwellings built on corner lots, and any built to boundary wall given the visual prominence of the same.
- 19.6 Given the subjective nature of the criteria in this clause 19, façade treatments will be assessed on their merits on a case by case basis and approval will be granted or withheld by the Seller in its absolute discretion.
- ### 20 PRIVACY
- 20.1 The dwelling proposal must take into consideration the impact on the privacy of the neighbouring allotments (eg. limiting cross viewing / over viewing).
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20.2 Two storey or elevated homes must address the following to avoid impacting on the privacy of neighbouring allotments:

- (a) Any windows to a room with a floor level one metre or more above natural ground level must:
 - (i) be screened externally (screening to be 75% obscured); or
 - (ii) use obscure glass; or
 - (iii) have a sill at least 1.5 metres above floor level, if located within 3 metres of, and facing, an adjoining dwelling.

20.3 Any decks or verandahs with a floor level one metre or more above natural ground and overlooking neighbouring lots must have a balustrade incorporating privacy measures such as solid panels or screens (75% obscured).

20.4 Fencing and landscaping should be considered as a critical part of achieving privacy, especially surrounding outdoor living spaces and pools.

21 DWELLING COLOUR SELECTION

21.1 Generally colours must enhance the streetscape appearance. Each application is to be accompanied by a detailed external colour schedule and preferably accompanied by a colour elevation or coloured perspective of the Dwelling from the street.

21.2 Notwithstanding the above, overly bright colours will not be permitted or consented to as they cause a lack of visual amenity to adjoining property owners and may interfere with a person's use and enjoyment of another dwelling, for example, by causing glare.

22 FENCING

22.1 Primary Street Frontage

All front fencing must be of a feature type design such as horizontal battens or vertical battens and constructed from appearance grade materials such as hardwood with a quality finish. Gates, if incorporated within the fence, must match the fence. Front fencing must not project beyond the front facade of the Dwelling.

22.2 Secondary Street Frontage (If Applicable)

Fencing on the secondary frontage on corner allotments must:

- (a) not exceed a maximum height of 1.8 metres;
- (b) not extend forward of the main façade of the Dwelling; and
- (c) be articulated (i.e. to be stepped or recessed to allow visual relief and prevent long runs of fencing on the secondary street frontage) and/or be of a feature type design and/or incorporate vegetation to soften the appearance of the fence.

22.3 Side and Rear Boundary Fencing (Other Than Secondary Street Frontages)

- (a) Side boundary fencing must not extend forward of the main façade of the Dwelling.
 - (b) Where side and rear boundary fencing is visible from the street, it must be a maximum 1.8 metres high and must be constructed of CCA treated pine timber, hardwood or similar species.
 - (c) Where side and rear boundary fencing is not visible from the street, it must be a maximum 1.8m high and must:
 - (i) be constructed of CCA treated pine timber, hardwood or similar species; OR
 - (ii) be constructed of alternate materials, but only when such alternate materials are agreed between the relevant private land owners.
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- (d) For clarity, where the Seller owns the neighbouring lot, it will not agree to alternate materials given that this may not be in the interests of the future private land owner.

23 SECURITY SCREENS & VERTICAL BLINDS

23.1 The following items are not to be used on doors or windows facing the primary or secondary street frontages:

- (a) Visually prominent security screens (e.g. diamond mesh); or
- (b) Vertical blinds.

24 CLOTHES DRYING COURTS

24.1 Clothes drying courts must be located or screened so that they are not visible from the street.

25 GARAGES

25.1 A double lockup garage is required for each Dwelling in Aston Grove as a minimum. Garages must not dominate the streetscape. Triple garages are discouraged, but will be assessed on merit.

25.2 Carports will not be permitted on front facades. Parking for trailers, caravans and boats must be kept out of view from the street.

25.3 Swing in driveways will only be accepted where the garage facade addressing the street contains a window or other appropriate feature.

26 GARDEN SHEDS

26.1 Garden sheds must not detract from the visual amenity of the area and must not constitute a nuisance to neighbouring properties.

26.2 Garden sheds must be approved by the Local Authority where applicable.

27 DRIVEWAYS

27.1 Driveway configurations must be in accordance with the Local Authority planning standards.

27.2 All paving materials are permitted other than plain concrete, gravel, asphalt or earthen driveways as long as they provide a permanent hard surface and are compatible with the general landscape of the street.

27.3 Colours of driveways are subject to approval. Refer Clause 21 - Dwelling Colour selection.

28 LANDSCAPING OF GARDENS AND NATURE STRIPS

28.1 An attractive feature of Aston Grove is its natural landscape character. Applicants are required to enhance this natural feature through appropriate landscaping to individual allotments to create a harmonious and cohesive streetscape.

28.2 Landscaping must be completed to the following minimum requirements:

- (a) Driveway;
 - (b) Letterbox - must be of masonry, timber or painted metal construction;
 - (c) Fencing (in accordance with fencing requirements);
 - (d) Two trees in the front yard each of a height at maturity greater than two metres;
 - (e) Six shrubs in the front yard each of a height at maturity greater than one metre;
 - (f) Minimum 5m² planted garden bed in the front yard; and
 - (g) Quality turf to the remainder of the front yard.
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29 EARTHWORKS AND RETAINING WALLS

- 29.1** This clause does not apply to earthworks performed, or retaining walls constructed by the Seller.
- 29.2** Earthworks must not result in excavation or fill which exceeds 2.0 metres in height from the as constructed surface level at the time of settlement ("As Constructed Level").
- 29.3** Retaining walls must not exceed 1.5 metres from the As Constructed Level. Any retaining walls that are visible from the street and are over 1.0m in height must be stepped or terraced with appropriate landscaping.
- 29.4** Retaining walls are to be constructed from either natural stone, rock, concrete block, timber sleepers, concrete sleepers, or a combination of these.
- 29.5** Retaining walls are to comply with the requirements of the Local Authority.

30 DRAINAGE

- 30.1** The Buyer must construct an adequate storm water / roof water drainage system on the Land to prevent such water causing a nuisance to adjacent properties.
- 30.2** Where the Land contains a retaining wall constructed by the Seller, the Buyer shall ensure that the subsoil drain is connected to an adequate storm water / roof water drainage system, and ensure that the subsoil drain remains free from obstruction.

31 ANCILLARY STRUCTURES

31.1 Air Conditioners

- (a) Roof-mounted air conditioners will not be permitted.
- (b) Unscreened wall or window mounted air-conditioning units which face a street or open space will not be permitted.

31.2 Other Structures

- (a) Hot water systems, gas storage tanks, water tanks, and other ancillary structures must be screened or sited unobtrusively from public areas.
- (b) Other structures must be approved by the Local Authority where applicable and must not detract from the amenity of the area or constitute a nuisance to neighbouring properties.

31.3 Transmitting and Receiving Devices

- (a) The Dwelling must not have any television, radio or other aerial antennae, dish or tower or any other transmitting or receiving device:
 - (i) which is prominent from the street elevation of the Dwelling; or
 - (ii) which detracts from the visual amenity of the area.

31.4 Enclosures under Dwellings

- (a) Subfloor space higher than 450mm must be suitably screened to ensure that all services and other structures are not visible from the street or neighbouring properties.

32 DISCLAIMER

- 32.1** The Seller or its representative will not be obliged in any respect to enforce the Housing Covenants and further any enforcement by the Seller or its representative of the Housing Covenants is in its absolute discretion and the Buyer agrees that it will make no claim against the Seller or its representative if the Seller or its representative elects not to enforce the Housing Covenants.
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PART 2 – ADVISORY NOTES

These notes are intended to assist Buyers to consider important aspects of their proposed Dwellings.

33 TAKING ADVANTAGE OF YOUR SITE

33.1 Individual allotments within Aston Grove have particular features which will influence the design and siting of the proposed Dwelling. Prior to the commencement of the design of the proposed Dwelling, it is important to consider how the features of the allotment might influence the location and layout of the Dwelling.

33.2 Factors to consider include:

- (a) Optimum siting of dwellings seek to maximise exposure to winter sun and minimise solar penetration during summer, thereby improving the energy performance of the Dwelling;
- (b) It is strongly recommended that, where possible, all proposed Dwellings orientate main living areas, kitchens, meal areas and outdoor/alfresco areas to the North or the East, whilst locating sleeping areas, garages, service and utility rooms to the south and the west;
- (c) Potential views – the prevalence of mountain, park, district or city views may enhance or prevent an optimal siting of the Dwelling. Where views are to the south or the west, Buyers are urged to consider and balance the location of main living areas relative to the views and to the North and east;
- (d) The location of dwellings on adjoining properties (if any);
- (e) Service locations; and
- (f) Driveway access locations.

34 SUSTAINABLE DESIGN SOLUTIONS

34.1 New Dwelling designs are to conform to the minimum standards as required for Local Authority building approval.

34.2 To make your Dwelling more energy efficient, the following should be considered in your final design:

- (a) The orientation and siting of the new Dwelling. Refer clause 33 - Taking Advantage of Your Site;
- (b) Prevailing breezes to facilitate natural ventilation;
- (c) The positioning, size and inter-relationship of all living areas. Open plan living enable breezes to penetrate into the Dwelling, assists with light transmission into the internal rooms and can reduce air conditioning and lighting requirements;
- (d) Location and size of windows and doors to control sunlight and ventilation;
- (e) Construction methods;
- (f) Landscaping designs that integrate with the Dwelling; and
- (g) Wide eave overhangs are encouraged. A minimum width of 600mm is recommended.

35 VERANDAHS AND DECKS

35.1 Verandahs and decks should generally have a minimum width of 2.4 metres to ensure usability. Where elevated, verandahs and decks must comply with the Privacy Requirements (Refer clause 20 - Privacy).

36 GENERAL LANDSCAPING

36.1 In order to maximise the privacy between dwellings and add to the overall environment of Aston Grove, residents are encouraged to plant trees and shrubs that will provide a canopy between buildings to the rear of their Dwellings. The selection of appropriate native plant species is encouraged. This will help to establish a consistent character to the development and attract native fauna and bird life.

36.2 To reduce water run-off from individual allotments, a minimum of 25% of the total allotment should be landscaped using pervious materials.



36.3 Buyers should speak with their builder and landscaper in relation to the suitable location of garden beds and the planting of trees and shrubs, particularly in relation to pest, subsidence, and other structural matters.

36.4 Note: Please consider engineering implications on your Dwelling and your neighbours when making plant selection.

37 ADDITIONAL RESIDENTIAL CRITERIA

37.1 Pool Construction

(a) Pools are to comply with Local Authority requirements.

(b) The construction of a pool should be complemented with a very high level of landscaping.

(c) Pool filters should not be visible from the street.

35.2 Note: Please consider engineering implications on your Dwelling and your neighbours in relation to swimming pools.

PART 3 – SUBMISSION CHECKLISTS

38 PRELIMINARY SUBMISSION

A preliminary covenant submission is recommended so as to establish the issues relevant to the approval process prior to the Buyer outlaying any significant amount of money on the final documentation package. The Site Plan, Floor Plan, Elevations and Landscaping Plans showing information as set out below should be forwarded for preliminary comment and discussion before a final submission is made. Although not critical at this point, we suggest that the information submitted for Preliminary Approval adhere to the relevant checklists as closely as possible.

Notwithstanding the above, the Buyer may submit plans for full covenant assessment in the first instance at their discretion.

Assessment timeframes are approximately 2 weeks for each level of assessment (i.e 2 weeks for preliminary assessment, and a further 2 weeks for full assessment).

The enclosed checklist is to be submitted with any requests for covenant assessment.

39 DEFINITIONS

Aston Grove	means the Seller's estate currently known as 'Aston Grove' or any other name given to the Seller's estate by the Seller from time to time of which the Land forms part which is being progressively developed by the Seller.	dwelling	means any other dwelling constructed or to be constructed in Aston Grove development but does not include the Dwelling.
Building Works	means any works carried out on the Land in the nature of the construction, alteration, renovation or repair of a Dwelling or other building, fence, retaining wall, external sign or hoarding, external floodlights or spotlights or external fittings.	Extension	means addition, renovation, or alteration to an existing Dwelling.
Claim	means any cost, claim, demand, obligation, remedy, damage, loss, action, proceeding, claim for compensation, expense, requisition or objection, whichever is applicable.	Housing Covenants	means these Housing Covenants.
Display Home	means a dwelling used as a 'Display Home' as that term is defined in the <i>Domestic Building Contracts Act 2000 (Qld)</i> .	Improvements	means any of the following but is not limited to; new home, transmitting and receiving devices, security systems, air conditioning units, fence, retaining wall, letterboxes, landscaping within public view, garden sheds, clothes lines, external floodlights or spotlights, external fittings, pergolas and hot water systems.
Dwelling	means the residential detached dwelling constructed or to be constructed on the Land.	Land	means the land owned by the Buyer the subject of these Housing Covenants.
		Landscaping Works	means all landscaping works affecting landscaping between the Dwelling and the street curb and any other areas of the Land that are within public view.
		Local	means the Brisbane City



Authority	Council.		
Object or Objection	means to object generally and includes: <ul style="list-style-type: none">(a) object to a variation, change or substitution;(b) avoid or attempt to avoid or terminate these Housing Covenants;(c) claim compensation;(d) require the Seller to carry out any works to the Land;(e) withhold a consent;(f) make any claim, demand, appeal or suit of any nature; or(g) seek an injunction.	Practical Completion or Practically Completed	means when the relevant Building Works, Dwelling, Improvement, Extension or Outbuilding have reached practical completion and they have been approved by a building certifier (if applicable) that they are fit for use and occupation.
Outbuilding	means, for example, garage, verandah, pergola, shed whether attached or detached from the Dwelling.	Temporary Dwelling	means, for example, caravan, tent or any dwelling temporarily erected to assist in any Building Works .



ASTON GROVE

BRIDGEMAN DOWNS

HOUSING COVENANTS SUBMISSION CHECKLIST



HOUSING COVENANTS SUBMISSION CHECKLIST

A preliminary covenant submission is recommended so as to establish any potential issues relevant to the approval process prior to submitting the final documentation package.

To make the approval process as easy as possible, it is recommended that the Site Plan, Floor Plan, Elevations, and Landscaping Plans showing information as set out below should be forwarded for preliminary comment and discussion before a final submission is made.

Although not critical at this point, we suggest that the information submitted for Preliminary Approval adhere to the relevant checklists as closely as possible.

The enclosed checklist is to be submitted with any requests for covenant assessment.



COVENANT ASSESSMENT CHECKLIST

LOT NUMBER

NAME

CONTACT PHONE NUMBER

EMAIL ADDRESS

APPLICATION TYPE (Circle)

Preliminary Assessment / Full Assessment

ITEM	SUBMITTED
1.0 SITE PLAN	(Please tick)
1.1 North Point	
1.2 Scale (i.e. 1:100)	
1.3 Lot Boundaries and Set Out Points	
1.4 Building Footprint (outline)	
1.5 Pad Levels	
1.6 Slab Floor Levels	
1.7 Building Setback Dimensions	
1.8 Driveway Location	
1.9 Location of Services (hot water service, gas bottles, air conditioning, etc.)	
1.10 Location of Yard Gullies (drains)	
1.11 Fence Locations (with details i.e. 1.8m high CCA timber fence)	
1.12 Site Contours (with levels indicated)	
1.13 Retaining Walls with details (if applicable)	
1.14 Location of Swimming Pools (if applicable)	

ITEM	SUBMITTED
2.0 FLOOR PLANS	(Please tick)
2.1 Scale (i.e. 1:100)	
2.2 Dimensions	
2.3 Finished Floor Levels	
2.4 Location of Services (hot water service, gas bottles, air conditioning, etc.)	
3.0 ELEVATIONS	(Please tick)
3.1 All four elevations	
3.2 Scale (i.e. 1:100)	
3.3 Natural Ground Level	
3.4 Finished Ground Level	
3.5 Heights of Building Relative Ground Level	
3.6 Materials and Finishes Noted (i.e. rendered masonry)	
3.7 Roof Pitch and Pitching Point (ceiling height)	
3.8 Roof Type	
3.9 Location of Services (hot water service, gas bottles, air conditioning, etc.)	
4.0 SECTIONS	(Please tick)
4.1 Minimum two sections provided	
4.2 Scale (i.e. 1:100)	
4.3 Natural Ground Level	
4.4 Finished Ground Level	
4.5 Finished Floor Level	
4.6 Cut and Fill	
4.7 Ceiling Heights	
4.8 Roof Pitch	
5.0 SCHEDULE OF MATERIALS	(Please tick)
5.1 Written List of Materials and their locations	
5.2 Statement confirming compliance with covenants (or proposed alternative including reasons why such materials should be approved)	
6.0 LANDSCAPE PLAN (HAND SKETCH ACCEPTABLE)	(Please tick)
6.1 Scale (i.e. 1:100)	
6.2 Surface Treatment Plan	
6.3 Two Established Trees (>2m high) to front yard	
6.4 Minimum of 6 Shrubs (>1m high) to front yard	
6.5 Minimum 5m ² planted garden bed to front yard	
6.6 Driveway Shown with materials noted (driveway width within the verge is to comply with the requirements of the Local Authority)	
6.7 Fence Line (no further forward than the front of the house)	
6.8 Service Area (screened area for bins and gas bottles etc.)	
6.9 Air Conditioner Location Shown	
6.10 Clothesline Location Shown	
6.11 Hot Water System Location Shown	
6.12 Water Tank Location (if applicable)	
6.13 Letterbox Location	
6.14 Location of Yard Gullies (storm water pits)	