

Essence Estate

Building Covenants

Section A – Design
Section B – Procedure



Stage: _____

Allotment: _____

I have read through the “Essence Estate” Building Covenant and understand the architectural and site requirements of the “Essence Estate”.

Buyer’s Name (please print)

Buyer’s Name (please print)

Buyer’s Signature

Buyer’s Signature

HARMONY GLADES PTY LTD

Developer’s Name

Developer’s Signature

A. BUILDING COVENANT – DESIGN REQUIREMENTS

A1. IDENTIFICATION OF BUILDING COVENANT

This is the building covenant referred to in the contract for the sale of land within the Estate.

The Buyer shall on the future sale of the land include these covenants as a condition to be met by the subsequent buyer.

A2. COMMENCEMENT ON SITE

The Buyer shall obtain the written approval of **Harmony Glades Pty Ltd** and submit working drawings showing the design and materials of the residence prior to commencing any site-works or constructions and prior to making application for a Building Certificate of Lodgement with the local authority. **Harmony Glades Pty Ltd** may refuse or grant an approval subject to such conditions as Harmony Glades Pty Ltd may determine in its absolute discretion.

If building construction has not commenced within eighteen (18) months of purchase, Harmony Glades Pty Ltd has the right to purchase back the property at the same price.

A3. USE OF LAND

The Land shall be used for a single unit private dwelling. Where permitted, duplexes are to be in accordance with the requirements of the local authority and Plan of Development.

A4. DWELLINGS

1) Minimum floor areas

The total enclosed living area including garage shall be as follows:-

- (a) Lots greater than 600m² shall have a minimum dwelling floor area of 200m²
- (b) Lots greater than 450m² but less than 600m² shall have a minimum dwelling floor area 180m²
- (c) Lots greater than 300m² but less than 450m² shall have a minimum dwelling floor area 150m²

Areas not included – entry porches or breezeways are not included in the enclosed living area calculation.

2) Design

Main Building – As such, the design of the main dwelling and outbuildings, suitability for use on the Land, adjustment to the natural topography of the lot, orientation, floor levels and use of materials and colours are subject to approval by **Harmony Glades Pty Ltd** and are to be shown on the submitted drawings. Houses are to be designed to reflect contemporary Australian architecture, taking cognisance of the climatic conditions of the area and the “Estate’s” unique location. The Buyer is encouraged to include eaves and patios, adding to the articulations of the building and to assist with achieving energy efficiency within the dwelling.

Dual Occupancy Dwellings – the Buyer shall not design a duplex or dual occupancy dwelling on a lot (except on a lot clearly and expressly designated as such by the Seller) without first obtaining approval from the Seller to do so. The Buyer (or its representatives or consultants) must not make application or seek approval for such a dwelling from Council prior to having obtained Covenant Approval from Harmony Glades Pty Ltd prior to doing so. The Seller may seek payment of \$20,000 payable immediately on demand (“Payment”) in the event that the Buyers breaches its obligations under this clause. In the event of a breach with respect to this clause the Buyer irrevocably empowers and authorises the Seller to lodge a caveat over the Buyers lot or lots until the Payment is made.

The Buyer is encouraged to design their residence such that it allows for street appeal and a rising profile.

Roof Pitches – All roof planes shall be pitched at a minimum slope of 25 degrees. Any alternative roof pitch will require a written request submitted to **Harmony Glades Pty Ltd** for consideration. An alternative roof pitch will be assessed on its architectural merit and respect for the intent of the development.

Eaves – Eaves must be provided and are to have a minimum of 450mm overhang to all of the building.

Outbuildings – Garages, carports, sheds, tool sheds, pergolas and other outbuildings shall be integrated with the design of the dwelling through the use of similar materials and finished to those used in the construction of the main dwelling. Applications for such structure is to be submitted to **Harmony Glades Pty Ltd** along with the site plan and structure plans stating all dimensions, materials and colours for approval.

Foundations – Raw concrete, steel, other stumping used in foundation work, or supports shall be concealed from view.

High-set structure – areas beneath a high-set building shall be suitably enclosed or screened.

3) Materials

All materials – only new good quality building materials shall be used for construction.

External surfaces – Our aim is to promote diversity and quality. The use of building materials such as cladding or other contemporary building products are encouraged to be applied to the home design. Building materials selected must be displayed on the plans at time of plan submission for covenant approval. All other external wall finish requirements are to be met.

Where brick or masonry is used in the front façade such surfaces shall be rendered. Side and rear house walls (behind the fence line) are permitted to be bagged and painted or face brickwork (except where the side wall faces a secondary street where it must be rendered or bagged and painted). Lightweight construction with set joints to match rendered masonry can also be used.

Feature:- as a feature there is to be **at least two (2)** different materials to be applied to the front and secondary street external wall facades of the home. There is to be not one (1) material to be more than 70% of the façade. Garage doors, front entry doors, window frames, roof gables and infill materials do not form part of the two (2) different materials to be applied.

The use of materials such as Scyon™, Stria™, Matrix™ Axon™ weatherboard cladding (or similar) as an exterior cladding system is encouraged as one of the 'different materials' referred to above.

The use of large gables on the front façade will generally not be approved.

Face brick may only be used as a feature element for not more than 30% of the front façade area. Double height face brick is **not** permitted. Unfinished 'common' bricks are not permitted.

Approval may be given to use of rendered brick work to sill height with selected face brick from sill height to soffit.

Roofing – roof materials are limited to pre-finished corrugated metal sheets with a Custom Orb® profile (e.g. Colorbond® roofing materials), coloured metal of a low-reflective finish or Boral® Linea Flat Concrete Tiles or equivalent will be accepted. Skillion roofing is encouraged.

Unpainted galvanized iron and Zinclume® finishes, white roofs or similar will NOT be approved as material for building works.

4) **Workmanship**

All construction shall be carried out in a tradesman like manner.

A5. GARAGE/PARKING

Garage – a double lock-up garage shall be built at the same time as the main building and shall be integrated to the design with similar roof type, materials and colours. If the garage is detached from the main building it shall be of similar design to the main building and constructed of identical materials, finishes and colours. Panel lift style doors are to be used. Roll-a-doors will **NOT** be accepted. The garage must be enclosed on all sides.

Large commercial vehicles may **NOT** be parked on the site (please refer to your local authority for further definitions).

Driveways

Driveway shall:-

-) Extend from the kerb edge to the full width of the garage
-) Be constructed of pavers, exposed aggregate or stencilled concrete
-) Be constructed **PRIOR** to occupation of the dwelling

Plain concrete driveways are unacceptable.

A6. SITE WORKS

1) **Protect trees**

Trees on neighbouring land may not be removed, touched or damaged.

Street side trees and landscaping shall be protected and retained.

2) **Retention of embankments**

Retention – all cut and fill embankments shall be retained as prescribed by the local authority.

Retaining walls – all retaining walls are to be shown on the working drawings.

Embankments – Where the height is greater than 200mm the embankment shall be treated sleeper wall where not visible from the street and all walls visible from the street shall be split block masonry. No other type of wall is to be constructed unless specifically approved by Harmony Glades Pty Ltd.

Installation – Retaining walls shall be erected before construction of the main building walls commences where construction access is restricted to less than 2 metres width.

Drainage – Provide drains at the foot of each embankment or retaining wall and discharge all surface water to the street, gully or drain provided and not onto adjacent land.

A7. FENCING, WALLS AND SCREENS

1) **Existing**

Any fences erected by the Developer on a park or pathway or other such area is to be retained unless otherwise approved. The Buyer must reinstate any existing fence damaged during constructions on site.

2) Design

Design and materials – fences and types must be shown on the site plan and approved by **Harmony Glades Pty Ltd.**

All timber fences must be made from quality timber and be lapped and capped.

Fencing may be fixed to retaining walls.

Maximum height – the top of the fence must not exceed 1800mm above the finished ground level.

All forms of metal sheet fencing or similar will not be accepted ie. Colorbond®

Screens – all clothes lines, bins, boats and utility areas are to be screened from view.

Completion – Fencing to all boundaries must be completed within one month of occupation of the main dwelling.

3) Fencing between adjoining allotments

Timber fences – Design is timber 1800mm high lapped and capped with continuous weathered top-plate.

Extent – Side fencing shall not extend beyond the face of the Council designated minimum building set-back alignment or front of dwelling.

4) Street-front fencing (fencing forward of the six metre building set-back)

Material – Masonry or brick piers rendered to match the residence. Colorbond® fencing will not be accepted.

Infill panels between piers shall be of timber, coloured metal-tube panels or fully painted and shaped hardwood pickets and be 50% transparent. The use of recessed landscaped areas to the fence is encouraged.

Street-front fencing must not exceed 1200mm in height.

Full details of street-front fencing must be submitted of **Harmony Glades Pty Ltd.**

5) Liability

Notwithstanding anything to the contrary in the “A Dividing Fences Act 1953” the Developer shall not be bound to contribute to the construction of any dividing fence between any allotment sold and any adjoining allotments owned by the Developer or any parkland reserve.

A8. LANDSCAPING

Extent – Plant a substantial quantity of trees and shrubs in massed planting beds and lay good quality turf over the remainder of the Land including the strip between the boundary and the kerb-line within one month of occupancy of the main building.

Maintenance – Maintain the landscaping between the street frontage and the kerb-line

A9. SIGNS

Size and design – no sign shall exceed one square metre in the area and shall be of good design.

Number – One “For Sale” sign and one “Builder’s” sign only may be erected on the land.

A10. APPURTENANCES

Antennae, aerials – external TV antennae, satellite dishes, solar electrical panels and hot water system and other aerials must be unobtrusive and attached at the rear of the roof whenever possible.

Clotheslines – must be screened from view from public areas

Letterboxes – Design is to suit main building, to be constructed of identical materials and to be finished in a similar fashion to the main dwelling.

Air Conditioners – locate below eave lines and conceal from view from public areas.

Garden sheds – sheds must match the colour of the roof of the main dwelling. Application for such a structure is to be submitted to **Harmony Glades Pty Ltd** along with the site plan and structure plans stating all dimensions, materials and colours. All sheds must be built in accordance to the Council's specifications.

A11. ADDITIONS AND EXTENSIONS

Additions and extensions to the main buildings, outbuildings and other structures, including new verandahs, pergolas, outbuildings, sheds, swimming pools, retaining walls and garden structures are subject to the same covenant requirements as the main building.

All outdoor entertainment areas must be contained underneath the roof lines of the main dwelling.

Pools – all underground pools must be at the rear of the property. No above ground pools will be approved.

A12. TEMPORARY BUILDINGS

Dwellings/buildings from another site, caravans, tents, privies or anything that could be an eyesore shall **NOT** be brought onto or erected on the Land.

A13. CARAVANS, CAMPERVANS, TRAILERS, COMMERCIAL VEHICLES AND BOATS

Caravans, trailers, commercial vehicles and boats may not be parked in the street-front setback areas or on the footpath, no on the street. If stored on the site, these vehicles are to be suitably screened to the satisfaction of **Harmony Glades Pty Ltd**. Cars are not to be parked on the footpath at any time. Unregistered cars must be garaged.

Boats – provision must be allowed for the proper screening and housing of watercraft. This garage **MUST** be constructed of either the same materials as the main dwelling or Colorbond®. If Colorbond® is used, it must be the same colour as the roof of the main dwelling. Application for such a structure is to be submitted to **Harmony Glades Pty Ltd** along with the site plan and structure plans stating all dimensions, materials and colours. All structures must be built in accordance to the Council's specifications.

Where the boat height does not exceed 2 metres (on trailer) **Harmony Glades Pty Ltd** requires effective screening of the boat, either by purpose built screen or a landscaped screen.

A14. CONSTRUCTION OBLIGATIONS

1) Building Envelopes

The building envelopes set for each particular allotment are to be acknowledged by the Buyer.

No structure or construction may encroach beyond the building envelope setbacks as defined on the site plan without prior consideration and application to the local authority. The retention of trees is encouraged within the estate.

2) Street trees and adjoining surfaces

Street trees, paving and turfed surfaces adjacent to a property are to be protected by the Buyer for the duration of construction and **if damaged during construction works** are to be replaced by the Buyer at their expense.

A15. CARE AND MAINTENANCE OF LAND

1) Normal maintenance

The Buyer shall at all times:-

- J Maintain the Land free of excessive weeds, rubbish or garbage and keep all turfed and garden areas presentable.
- J Not dump, store or leave on the Land or any neighbouring land any spoil, building or other materials
- J Not park vehicles on the Land or any neighbouring land other than in designated positions on paved surfaces.

2) Obligatory slashing, maintaining and clearing

Should **Harmony Glades Pty Ltd** notify the Buyer that slashing, maintaining or clearing of the Land is necessary to maintain the tidy presentation of the Estate the Buyer shall carry out the works within 14 days. If the Buyer fails to comply with the request to slash, maintain or clean the Land, the Seller may employ a contractor to carry out the slashing, maintaining or clearing and the Buyer shall pay the Seller for the costs incurred by the Seller relating thereto.

3) Continuing maintenance

After completion of the building works, the Buyers shall maintain the landscaping and lawns within the Land and that part of the landscaping which extends from the street alignment to the kerb.

B. BUILDING COVENANT – PROCEDURE

B1. APPROVALS REQUIRED BEFORE COMMENCEMENT – GENERAL

1) Prior to the commencement of any building or site-works operation on the Land

The Buyer shall deliver to **Harmony Glades Pty Ltd** plans and specifications of the work and such other information as may be required to enable **Harmony Glades Pty Ltd** to determine the nature of the construction and for **Harmony Glades Pty Ltd** to consider giving its approval.

2) Covenant Approval before Council Lodgement

The Buyer shall not seek approval or certification of any plans, specifications or such other information as may be required to obtain building approval in respect of the Buyer's proposed building operation until such time as the Buyer has received **Harmony Glades Pty Ltd** **WRITTEN** final drawing approval.

CONSTRUCTION ON THE LAND MAY NOW COMMENCE

Building Contract to bind the Builder to comply with this Building Covenant.

B2. APPROVAL PROCEDURE

The following approval sequences shall be followed:-

Step 1 – Covenant drawing lodgement (B3)

Step 2 – Covenant approval (B4)

Step 3 – Local authority or private certifier approval (B5)

B3. STEP 1 – COVENANT DRAWING LODGEMENT

1) **Covenant drawings submission**

The Buyer shall submit to **Harmony Glades Pty Ltd** for its approval the working drawings and specifications showing the development of the Land identical to those to be used for building certification for construction.

(a) Site Plan (min scale 1:200) showing

- * Existing contours – at 500mm intervals
- * Setbacks and location of the building on the Land
- * Excavation, fill and finished ground levels
- * Retaining walls – location, extent, height and materials
- * Drainage of the Land
- * Driveway location, finish and parking provisions
- * Fencing – extent, locations, types and materials
- * Swimming pools (proposed location) Ancillary structures (pergola, sheds etc.).
- * Landscaping – lawn areas, planting areas, trees, paving

(b) Floor Plans (min scale 1:100) showing

- * Internal layouts and floor area calculation
- * Proposed floor levels

(c) Elevations (min scale 1:100) showing

- * Finished ground levels (FGL)
- * Existing natural ground levels (NGL)
- * Materials for external walls and roofing

(d) Cross section (min scale 1:100) showing

- * Existing natural ground level
- * Finished ground levels proposed

(e) All Ancillary structures including fences, retaining walls, gazebos, sheds etc.

- * Located on site plan

B4. STEP 2 – COVENANT APPROVAL

Harmony Glades Pty Ltd shall advise its final approval of the working drawings within 14 days of receipt thereof or require that they Buyer amend them to comply with the Building Covenant.

B5. STEP 3 – LOCAL AUTHORITY APPROVAL

Upon the Buyers receiving the final covenant approval from Harmony Glades Pty Ltd the Buyer shall use identical documents (amended as may be required) to seek a building approval certification.

C. DEFAULT

In addition to any liability the Buyer has to **Harmony Glades Pty Ltd**, if the Buyer breaches any clause or provision of these Building Covenants, **Harmony Glades Pty Ltd** is entitled (without prejudice to any other action or remedy) to recover from the Buyer as liquidated damages, the sum of \$20,000.

D. GENERAL

It is recommended that the Buyer included in the special conditions of the building contract entered into by the Buyer for the construction of a residence, garage, shed, fence, swimming pool or addition to any of the foregoing shall contain a clause which states:-

“The Builder shall comply with the requirements of the Building Covenant for the duration of the works under contract and will not commence work on the site unless the Builder has sighted or is in possession of a copy of the Covenant Approval issued by Harmony Glades Pty Ltd.”

An approval issued under these Building Covenants is not an approval under the requirements of the Building Act, or any other Act or Regulation. The documents provided have not been checked for compliance with any structural, health or planning requirements or for the suitability of the building for the use to which it may be put. Accordingly **Harmony Glades Pty Ltd**, its Architects and/or its employees or representative do not accept any responsibility for the suitability or soundness of construction of the completed Buildings or the associated site development works.

The Developer (Harmony Glades Pty Ltd) may at its sole discretion, amend this Building Covenant and any subsequent versions at any time without notice and the Buyer must not object to any such change nor make any claim whatsoever against the Developer for any changes so made.

The Buyer agrees to obtain the latest version of the Building Covenant and provide this new version with respect to its obligations under any Deed of Covenant issued with the sale of the Land.

A relaxation granted for one party by the Developer (which may be made in its sole discretion and without a requirement for it to provide rationale for doing so) does not act as a waiver of the obligations of the Buyer or any other party under the Building Covenant. The Buyer must comply with these Building Covenants. The Buyer must not object to any relaxation made by the Developer nor refuse to perform an obligation it has under Contract or these Building Covenants as a result of any one or more such relaxations granted.

Please email all site plans for covenant approval to:-

**Harmony Glades Pty Ltd
C/- Hillscorp Developments Pty Ltd
Brooke Shanks – Administration & Marketing Officer
e: bshanks@hillscorp.com
p: 07 5443 5722**