

## Barooga Gardens

### Building Covenants.

#### Explanation of Covenants.

In any estate or subdivision it is desirable that some level of control be placed over improvements or structures within the estate in order to endeavour to preserve value for lot owners within the estate via the encouragement of dwellings and improvements which are consistent and aesthetically pleasing for the area.

Pursuant to the Contract of Sale between yourself, as the Buyer and the Seller you have contractually committed yourself to complying with and abiding by such covenants and to ensure that future persons or entities to whom you sell or dispose of the land also comply with such building / improvement controls.

For the purposes of these covenants:

**Developer** means ALC Property Group Pty Ltd ACN  
of 5 Lorikeet Close, Port Douglas, Qld 4877  
Contact phone no: 07 4098 5120  
The Developer may also be referred to as the **Seller**

**Owner** means you, the Buyer listed in the Contract, who will upon registration of the transfer be the owner of the Land set out in the Contract.

**Land** means the lot that you have purchased via your contract of sale with the Developer / Seller

The below Index Schedule is an easy reference

	Covenant	Clause No	Page No
1	General Covenant	1	2
	➤ Contractual obligation to ensure subsequent Buyer commits to covenants	1.1(e)	2
2	Building Approvals	2	2
3	Dwellings	3	2
	➤ Minimum gross floor area	3.1(a)	2
	➤ Type of Construction	3.1(d)	3
	➤ Roof	3.1(e)	3
	➤ Finish	3.1(f)	3
4	Time for completion once construction started	3.2	3
5	Sheds	4	3
6	Driveways	5	3
7	Fencing	6	4
	➤ Type of fencing	6.1	4
8	Landscaping	7	4
	➤ Maintenance	7.3	4
19	Electricity	9	5
10	Signs	10	5
11	Liquidated Damages if Owner breaches covenants	11	5

1. **Buyer's / Owner Covenants**

- 1.1 The Buyer expressly acknowledges that the Land is situated in and forms part of a larger residential subdivisional development area AND that it is desirable that supervision and some control on the permitted development of the Land apply to ensure that a sufficiently high standard in respect of both design and construction of dwelling houses, improvements and landscaping in the subdivision be maintained in a manner which will be aesthetically pleasing.

Accordingly the Buyer hereby covenants and agrees with the Seller as follows:

- (a) if the Buyer builds a dwelling / residence on the Land, the dwelling will comply with the building covenants set out in clause 3 below;
- (b) it will not, prior to the construction of a primary dwelling which complies with the covenants set out in clause 3 below, occupy any caravan, tent or shed or semi permanent dwelling / residence on the Land
- (c) It will ensure that landscaping and other improvements made to or erected upon the Land comply with the covenants set out in clause 5, 6 and 7 below; and
- (d) it will comply with any other requirements or restrictions set out in this document in regard to improvements on the land; and
- (e) Upon the Buyer selling, transfer, leasing or parting with possession of the land, it must ensure that the subsequent purchaser / assignee / lessee covenant with the Developer to abide by and comply with the building restrictions / covenants set out in this document.

2. **Building Approvals generally**

Any dwelling or improvement proposed to be constructed / erected on the property must not be built without first obtaining Mareeba Shire Council approval, private certifier or applicable approval from the governmental authority administering building regulations in the Dimbulah area.

3. **Dwellings**

3.1 Type and finish of Dwellings

Any dwelling erected on the Land must

- (a) have a gross living floor area of not less than **150 square metres** inclusive of patios, verandas, outdoor living areas attached carports and garages but exclusive of, pergolas, and detached carports and garages and other outdoor living areas not part of the main dwelling structure;
- (b) be a single unit, dwelling house intended to comprise only self-contained accommodation for the exclusive use of one family
- (c) if a second dwelling or granny flat is proposed to be erected on the land it must:
  - (i) be located at the rear of the primary dwelling; or

- (ii) be in a style consistent with the primary dwelling if such second improvement / dwelling is able to be viewed from the road frontage of the Land;
- (d) be constructed with external walls of stone, rendered concrete, clay, plastered rendered masonry blocks, bricks, timber or a combination of same (exclusive of the areas of windows, doors and other openings). Buildings with block work or concrete walls must be rendered.
- (e) have a colour bond, or tiled, or shingle or slate roof of a colour other than silver unless otherwise approved in writing by the Seller prior to the commencement of construction.
- (f) If it has an exterior finish other than brick, must be painted immediately after completion of the dwelling.
- (g) ensure that its design, roof form or aesthetic appearance from the road frontage is not in strong visual contrast with other dwellings within the estate.

### 3.2 Time for Completion of Dwelling.

There is no obligation to commence construction of the dwelling within a defined time period. However once construction has commenced on a Dwelling it must be completed within twelve (12) months of the commencement date.

For the purposes, of this covenant, the commencement of a construction shall be deemed to be the preparation of the slab or building site for construction.

## 4. **Equipment Sheds, Garden Sheds and Temporary Structures**

### 4.1 Sheds

The Owner may erect any freestanding structures such as garden sheds or tool or equipment sheds on the Land provided that:

- (i) the design and finish of the Shed or Garden Shed must compliment the primary dwelling on the Land;
- (ii) if the structure does not form part of the roof line of the dwelling, the structure must be located at the rear of the primary dwelling.

### 4.2 Temporary Structures

Other than sheds, workshop or office rooms used in connection with the construction of a permanent dwelling on the property, no re-locatable or transportable homes or any temporary dwelling, caravan, privy, or sign or hoarding or equipment or anything which shall be an eyesore shall be brought onto the property prior to the construction of a dwelling in accordance with the covenants.

If there are sheds, workshops or office rooms used in connection with the construction of the dwelling, such structures must following completion of the dwelling be removed.

## 5. **Driveways**

Driveways on the Land will be of a material and design in keeping with the dwellings, landscaping and improvements.

## 6. **Fencing**

6.1 Type of Fencing

Fencing on the land must be substantial and be designed to compliment the buildings erected on the Land and adjacent properties. Boundary Fences and Fences erected on the road frontage of the Land must not be star pickets and barb wire strands.

6.2 Height of Fencing

The height of fencing along the road frontage on the property must not exceed 1.2 metres or 4 feet in height.

6.3 No obligation of Developer to contribute

Notwithstanding the Dividing Fences Act, the Land Owner agrees not to require the Developer to contribute towards the cost of erecting any boundary fence on the Land.

7. **Landscaping and Maintenance**

7.1 Time for completion of Landscaping

Within 3 months of the completion of the dwelling house on the Land the Buyer must establish and maintain landscaping to at least that part of the Land between the front of the house and the street alignment to a standard approved by the Seller and comparable with the standard set in the public areas of the estate.

7.2 Landscaping on Road Frontage

The Developer encourages owners to plant (subject to such landscaping complying with the local authority approval) trees along the road frontage of the Land. Where trees have been planted by the Developer within such road frontage areas, the owner immediately adjacent to such trees must endeavour to maintain such trees.

7.3 Maintenance

The Buyer must keep the whole of the Land at all times in a clean and tidy state and condition free from undergrowth, grass, weeds and vermin.

If, in the reasonable opinion of the Developer, the Land is not so kept clean and tidy and free from undergrowth, grass and weeds and vermin, the Developer may at its sole election and discretion, cause the Land to be mowed and cleaned up and may recover from the owner the Developer's costs of doing so. The Buyer / Owner expressly agrees to be responsible to the Developer for such costs.

7.4 Compliance with Area Plan

The Owner must comply in all respects with the requirements of the Mareeba Shire Council in relation to any landscaping or vegetation orders affecting the Land, including the requirements of any Development Control Plan as it applies to the Land from time to time.

8. **Other Structures**

Clotheslines, hot water systems, gas systems or other tanks shall be located at the rear of the dwelling unless the design compliments the type and style of the Dwelling. Landscaping is encouraged to screen such improvements.

9. **Electricity**

The Buyer must ensure that all electricity utility services and all services and supply cables to the subject Land and the improvements thereon are located underground.

10. **Signs**

Signs, billboards, notices or structures must not be erected upon the Land without the prior written consent of the Developer. In the event of any breach of this provision by the owner, the owner acknowledges that the Developer or any person authorised by the Developer shall be entitled to; and hereby authorises any such person to, enter upon the Land and dispose of such signs as it thinks fit using force as is reasonably necessary. The Developer will not unreasonably withhold consent to the erection of signs on the Land required pursuant to any statute during the period of construction of a dwelling on the Land.

11. **Liquidated Damages Payable for Breach**

The Buyer expressly acknowledges that the conditions of this clause are for the mutual benefit of itself and the Developer and for the benefit of other buyers of the Land in the residential estate and further acknowledges that a breach of any of the provisions of these covenants will adversely affect the value and saleability of other allotments belonging to the Developer in the estate. The Buyer therefore agrees to pay on demand by way of liquidated damages and not by way of penalty the sum of TEN THOUSAND DOLLARS (\$10,000.00) for each and every breach of any of the provisions of this clause (including a breach of sub clause 11.5 hereof) but without prejudice to such other rights and remedies as the Seller may have as a consequence of such breach. Furthermore if the Buyer breaches any of the provision of this clause 11, the Buyer agrees not to oppose any Court application for an injunction to prevent the Buyer from further breaching the Buyers obligations under this clause 11.