



Warner Rise

ROSENTHAL HEIGHTS

Building Covenant & Design Guidelines.

RLG RURAL LAND GROUP

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Building Covenant

The Buyer acknowledges that the land sold comprises part of Warner Rise Estate (the Estate), a development by the Developer. The object of the development is to establish a high quality rural residential Estate. The Buyer agrees it is desirable that the Developer exercise supervision and control of development in the Estate to protect the interests of the Buyer and other residents in the Estate.

Accordingly, the Buyer must observe the following Covenants and must not sell, transfer or otherwise dispose of the lot without first delivering to the Developer a Deed of Covenant given by the subsequent Purchaser or Transferee in favour of the Developer, to be executed by the Developer, and containing Covenants on the same terms with all necessary changes to fit the change of circumstances as are set out in this Covenant, including the obligation to obtain a further like covenant from any further Purchaser or Transferee.

1. New Single Dwelling

- a) The Buyer must not erect any building on the lot other than a new single unit dwelling, however, this restriction does not apply to a garage or shed.
- b) The Buyer may be able to erect a new duplex dwelling with approval by the Developer and the Southern Downs Regional council.

2. Building Materials

The buyer must ensure that:

- a) The dwelling house and any garage, shed or other structure erected on the lot are of new, good quality building materials;
- b) No materials other than brick, besser block with rendered finish, granicite, stone or weatherboard cladding are used for the external wall or any dwelling or garage save that a shed may have colourbond walls;
- c) No materials other than colourbond, concrete tile, bituminous tile or equivalent are used for roofing on any dwelling or garage;
- d) Any detached garage or shed has a colourbond roof;
- e) Water tanks, external plumbing, air conditioning condenser units and clotheslines should not be visible from the street;
- f) Modern compatible paint colours should be used on external facades. Vibrant colours are not preferred;
- g) Letterboxes should be constructed to complement the finish of the home. Ready assembled letterboxes should not be erected.

The Developer may approve of other materials than those specified in this covenant provided that the design is in accordance with good design principles for a high-quality rural residential estate.

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3. House Size

The Buyer must ensure that:

- a) Any single level, single dwelling house has a floor area (including any attached garage and eaves) of no less than 220 square metres;
- b) Any multiple level dwelling has a floor area of at least one storey not less than 120 square metres;

In this covenant references to floor areas are to areas measured from the external side of the perimeter walls and do not include patios and verandahs.

4. Building Operations Requirements

All dwellings are to be constructed by a registered builder unless prior written approval is obtained from the Developer.

- a) The Buyer must NOT remove or excavate any soils or gravel from the Lot except, as may be necessary during the course of construction of the dwelling or the purpose of landscaping the Lot.
- b) The Buyer must obtain the approval from the Southern Downs Regional Council prior to any excavation or placing fill on the Lot.
- c) During construction, the Buyer nor the Buyer's builder and contractors shall NOT permit any building materials, scrap metal, excavation or building rubble to be accumulated on the Lot. The Buyer shall ensure that the builder and contractors have another receptacle to contain all such rubbish and materials.
- d) The Buyer shall ensure that the builder and contractors must not damage any trees, footpath and turf or dislodge any survey pegs during the preconstruction investigations and during construction works and shall rectify damages so caused.
- e) If in the opinion of the Seller rubbish has accumulated on the Land or there is an excess growth of vegetation or damage has occurred to footpaths, turf or streetscape trees, then the Seller or Seller's Agents may enter the Land for the purpose of tidying the Land or repairing any damages incurred. This includes without limitation to slashing or moving of vegetation growth on the Land. The Buyer will pay to the Seller on demand costs of carrying out such work.

5. Uncompleted Buildings

The Buyer must ensure that total construction time for erection of any building does not exceed twelve (12) months, and that no uncompleted building is left for an excess of one month without substantial work being carried out.

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6. Temporary Structure

The Buyer must ensure that no caravan, tent, temporary building or structure or other installation or anything of a like nature to be used as a temporary dwelling at the lot is erected or remains on the lot. This restriction does not apply to builders sheds left while building works are in progress.

7. Previously Erected Buildings

The Buyer must ensure that no building previously erected on other land (other than builders sheds in accordance with the preceding covenant) is erected or placed on the lot.

8. Landscaping

- a) High quality, well-maintained landscaping is an important visual element to help create the desired streetscape in this estate.
- b) Once the house has been constructed, the front yard and footpath should be turfed within 3 months. Crusher dust lawns are not permitted.
- c) Gardens should be landscaped to a professional standard to complement and soften the front façade of the home.
- d) Grassed areas and gardens should be regularly maintained to ensure the aesthetic value of the neighbourhood.
- e) Trailers, caravans and boats etc as well as trampolines, basketball hoops and swing sets etc should be stored or erected behind the home. Machinery, recreational and play equipment should not be visible from the street. Cars should not be parked on the footpath or front lawn.

9. Care & Maintenance

The Buyer must ensure that no rubbish accumulates on the lot. In the event of rubbish accumulating on the lot or of 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 may (but shall not be obliged to) enter the lot and cut such grass or remove such rubbish at any time or from time to time at the cost of the Buyer.

10. Signs & Hoardings

The Buyer must ensure that no advertisement, sign or hoarding is erected on the lot without the prior consent in writing from the Developer and the buyer authorises the Developer and its agents to enter upon the lot and remove any signs or hoardings erected without such consent.

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11. Developers Right To Vary or Exclude Any Covenant Conditions

The Developer reserves the right to vary or exclude any of the obligations under this Deed or the like Deed with any other buyer of a lot in the Estate provided that such action will only be taken by it in keeping with the aim of establishing a well designed residential estate. The Buyer hereby absolves the Developer from any liability whatsoever for any action taken in the variation or exclusion of any such Covenants. The Buyer acknowledges that these covenants are not intended to create any legal duty enforceable by a third party pursuant to Section 55 of the Property Law Act 1974.

12. Miscellaneous

Antennae, Aerials, External TV antennae and other aerials must be unobtrusive and located towards the rear of dwelling house.

Driveway Crossings are to be cut into the gutters to ensure smooth transition into driveways.

13. No Merger

The parties hereto agree that the provisions of these Covenants will not merge on completion of the Contract.

The Buyer acknowledges having read and understood and agrees to comply with the Warner Rise Building Covenants in accordance with the terms of the Contract for the purchase of the Lot.



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