

EDENBROOK



Building Design Guidelines & Covenant



TABLE OF CONTENTS

Protecting your Investment.....	3
Approval of Building Works	3
Building Time	3
Protecting Trees at Edenbrook.....	3
Frontage.....	3
Exterior Wall Finishes.....	3
Roofing.....	4
Streetscape	4
Exterior Colours.....	4
External Fixtures.....	4
Vehicle Accommodation	4
Ancillary Structures	5
Patos, Verandahs and Porches.....	5
Storage Sheds	5
Temporary and Relocatable Buildings.....	5
Future extensions.....	5
Driveways.....	5
Parking and Access.....	5
Fencing.....	5
General Fencing Conditions	6
Parkland Fencing.....	6
Front Fencing	6
Fencing by Edenbrook	6
Landscaping and Maintenance	6
Prior to Construction:.....	6
During Construction:.....	6
After Construction:.....	7
Landscaping Requirements	7
Clotheslines	7
Letter Boxes.....	7
Signage.....	7
Rubbish Bins.....	7
Display Homes	7
Legal.....	7
Change to Covenant.....	7
Covenant to be passed onto Buyers and Tenants.....	8
Breach of Building Covenant	8
Liquidated Damages.....	8
Severance.....	8

Protecting your Investment

Edenbrook is a premium master-planned residential estate designed to create a sense of community. When you build your home at Edenbrook it is natural that you expect the surrounding houses to be well presented with landscaping and home designs of a high standard. The covenant and building guidelines for Edenbrook are designed to enhance the quality and liveability of the estate and offer peace of mind that your investment is secure by committing all residents to a high standard of housing, landscaping and streetscape.

Ingenta is the Development Manager and will administer these building and development requirements for the Developer, Edenbrook Land Pty Ltd (Edenbrook). If you have any queries please contact the Sales and Information Centre on phone (07) 4936 2145 or email edenbrook@ingenta.com.au.

Approval of Building Works

Prior to lodgement of your plans with Rockhampton Regional Council you are required to obtain approval for your Building Works by Ingenta.

Note that throughout this Building Guidelines and Covenants the term "Building Works" refers to the construction, alteration, renovation or repair of any dwelling, building, extension, fence, retaining wall, driveway, external sign or hoarding, or other external elements that may impact on the streetscape or neighbours.

The following plans and design details must be submitted to Ingenta for approval:

1. Site Plan indicating where your home is located on your home site.
2. Floor Plan showing the measurements of all the rooms in your home.
3. Four Elevations to illustrate the appearance of your home from the front, back and both sides.
4. Schedule of external colours and materials.
5. Fencing, retaining walls, and driveway details.
6. Landscape plan showing planting and lawn layout.
7. A completed application form for Covenant approval

Your builder/architect would normally supply these details.

Please note the following important points:

- The approval process required by this Covenant is additional to and not in lieu of any State or Local Government building or planning approval requirements.
- Ingenta will endeavour to process your plans within five (5) working days.
- Ingenta will assess the plans for compliance with these covenants. Notwithstanding the requirements of these covenants, any application which seeks approval of a design and/or materials inconsistent with these requirements but which are consistent with the intent of these covenants will be considered on its merits. In these covenants any reference to a consideration "on the merits" shall be a reference to a consideration based on the intent of these building guidelines and covenant.
- Interpretation of these requirements is at the sole discretion of Ingenta "on the merits".

Building Time

Once you have commenced building your home, the construction is to be completed expeditiously. You must not live in your dwelling until it has been completed.

Protecting Trees at Edenbrook

Throughout Edenbrook there are a number of trees which have been retained to enhance the natural environment and provide a natural habitat for wildlife and shade from the summer heat. Written approval from Ingenta is necessary for the removal of any trees retained on your home site, before or after construction of your home. Where trees need to be removed for building purposes, and approval is granted by Ingenta, they must not be cut down earlier than seven days before the commencement of building and must be completely removed from the site within 48 hours.

Frontage

The intent is to ensure a visually attractive streetscape.

For lots less than 600 m² a minimum dwelling frontage of 12 metres is required.

For lots greater than 600 m² a minimum dwelling frontage of 14 metres is required.

Exterior Wall Finishes

The intent is to promote diverse streetscapes while complementing the surrounding natural environment; ensure the external finish of your home is of scale, form and material that complement the residential community in terms of quality and variety.

A balanced mix of materials is encouraged for each dwelling. Acceptable wall materials include:

- Concrete, Stone and Masonry (render, bagged or texture paint finishes),
- Weatherboard (stain or paint finishes),
- Brick,
- Fibre cement wall sheeting with timber batten covers to joins (paint finishes).

A maximum of 70% of any one material is encouraged.

Reflective glass is not permitted, however, the use of tinted glazing will be considered on its merits.

No second hand or sub-standard materials shall be used in any Building Works.

Roofing

The intent is to ensure that the roof of your home complements the style of your home and provides visual coherency. Roofs may only be constructed with one of the following materials:

- concrete or terracotta tiles
- colourbond – “custom orb” profile

The minimum pitch of any part of the roof visible from the street or any public area shall be 22.5° for conventional hipped roofs. Modern and contemporary roof forms and steps and changes in roof form and shape are encouraged.

All gutters and downpipe materials and must complement the dwelling design.

Streetscape

The intent is to ensure a good visual relationship between individual homes and the street and promote interaction between residents.

Identical or similar designs with the same front elevation design or colour scheme within close proximity (within 150m of each other) will not be approved. A variety of building forms are encouraged to create attractive and varied streetscapes.

Dwellings on corner allotments are to address primary streets, secondary streets and adjoining public spaces. The primary and secondary facades are to have complementary elements.

Exterior Colours

Careful attention must be paid to the external colours of your home so they do not adversely affect the streetscape. In general, external walls and roof colours should be natural and recessive which compliment the surrounding landscape and natural environment.

External Fixtures

The intent is to appropriately conceal unsightly building features from the street such as antennae, hot water systems, air-conditioners, etc.

Roof mounted fixtures such as television antennae, satellite dishes, air-conditioning units, swimming pool heating and solar hot water storage devices must be located so as not to be visible from any streets or public areas and shall be positioned as low as possible to the roof line and match the colour of the roof or be concealed within the roof cavity to help minimise their visual impact.

Solar hot water systems should be located for optimal efficiency and mounted flush with the roof. Flat plate systems are preferred, but others will be considered “on the merits” if they are not positioned so as not to be visible from the street or public area. Covenant approval is required prior to installation.

If wall and window air-conditioner units are visible from any street or public area they must be totally screened with an attached screen approved by Ingenta. Wall airconditioners will not be permitted on a wall directly facing or backing onto a road or park.

Vehicle Accommodation

All car accommodation must be attached to and form part of the main house and must be of the same building materials, colours, and design of the main house. The car accommodation may be attached to the roof of the house via a covered walkway and must be enclosed on at least three sides. Panel-lift garage doors are preferred but other garage door options may be considered "on the merits".

Your garage should not be fully or substantially forward of the main building line and should not dominate the streetscape.

If you are building on a corner home site at Edenbrook, consideration should be given to utilising the secondary frontage for your garage.

Ancillary Structures

The intent is to ensure that the design and location of additional structures for storage and outdoor living are considered during the dwelling and landscape design.

Patios, Verandahs and Porches:

Special design elements such as verandahs and porches are encouraged to allow for a variety in the streetscape and for their cooling effect on your home.

Storage Sheds:

Enclosed covered storage with external access is encouraged either under the roof line of the home or as a separate standalone structure. Standalone structures must comply with the following:

- Shall not be placed in front yards.
- Shall not be higher than 3.5 metres.
- Positioned so as not to obstruct neighbours' views.
- Located in the back yard and not visible from public areas.
- Roof pitch, colours and external materials are to match or complement the main dwelling.

Any storage shed that does not meet these guidelines may be considered on its merits.

Temporary and Relocatable Buildings

Temporary building structures or other installations are not permitted on your home site. However, approval may be granted for any temporary building structure or other installation considered to be reasonably necessary during and for the purposes of construction of your home. This temporary building structure may only remain in place for a maximum period of six (6) months.

You shall not erect or permit to remain on the land any building previously erected on other land or any caravan, tent or living shelter of any kind.

Future Extensions

If you are building extensions to your home, you must ensure that the design, appearance and colours used externally are architecturally integrated with the existing home and all of the requirements of this covenant are met.

Driveways

The driveway to your home is to be constructed from one of the following:

- Exposed aggregate,
- Stamped, stencilled and coloured concretes, or
- Concrete paving.

The driveway is to be provided from the street to each car accommodation within one (1) month after the completion of your home, and shall extend from the kerb edge to the full depth of the car accommodation. When locating your driveway you should take into account the location of existing structures such as light poles and storm water gullies, etc. The kerb may not be cut to install a driveway, without the prior approval of the Rockhampton Regional Council.

Parking and Access

Off-street parking is to be provided for a minimum of two (2) vehicles for each home site. No vehicles are to be parked on the nature strip or on turfed or landscaped areas in the front yard of your homesite.

Commercial or recreational vehicles (such as a boat, caravan or trailer) must be parked behind the streetfront building line and screened or fenced from the street. These vehicles are not to be parked on the streets of Edenbrook or on your driveway or between the front of the house and the front boundary of your home site or other residential homes sites in Edenbrook.

Heavy vehicles or trucks (3 tonne or over) are not to be parked on your home site, on vacant land or in the streets at Edenbrook.

Fencing

The intent is to ensure a consistently high standard in the design and materials used for fencing to maintain good visual connection from the house to the public realm, for safety and security and good neighbourly relations. The fencing used around your home will impact on the overall appearance of Edenbrook, and must be completed prior to occupancy of your home.

General Fencing Conditions:

- Side boundary fences between adjoining home sites shall be 1.8 metres high and be constructed from flat-topped timber CCA treated palings with no gaps between vertical palings and must not protrude forward of the building line.
- Fencing to secondary street frontages on corner home sites must be a maximum of 1.8 metre high timber CCA treated palings, clay brick, masonry or block rendered or other material approved by Ingenta "on the merits" and must incorporate a feature detail and variation of alignment.
- Except for lots adjoining parkland, rear boundary fences, and fences on perimeter boundaries must be provided and shall be 1.8 metre high flat-topped timber CCA treated palings with no gaps between vertical palings and with posts and rails on the house side.
- Notwithstanding the provisions of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011, the Land Owner shall not make any claim, demand or request of Edenbrook for the erection of any fence or fences which the Land Owner may wish to erect and it is expressly agreed between the parties hereto that the provisions of the Neighbourhood Disputes (Dividing Fences and Trees) Act shall have no application as between you and Edenbrook.

Parkland Fencing:

- Boundary fences on homes adjoining parkland have specific requirements – refer to contract conditions for specifications. These fences are designed to ensure that there is a uniformity of fencing to enhance the sense of community. The fencing is also designed to maintain the resident's view of the park. The privacy of the residents should be maintained with appropriate landscaping.

Front Fencing:

Ingenta will approve the construction of front fencing along the front boundary of a lot if they comply with the following guidelines:

- Walls must not be higher than 1.4 metres and no longer than 3.0 metres in any section and must be setback at least 0.6 metres from the front boundary
- Walls must be constructed of approved materials and, if painted or rendered, must be finished in colours that are complimentary to the dwelling; other material can be approved by Ingenta "on the merits"
- Wall must be incorporated within the overall landscaping plan, and may include rocks, plantings and vegetation to blend in with the rest of the landscaping
- Walls may include letterboxes and/or dwelling numbers
- Walls should be landscaped with trees and shrubs to soften their appearance.

Fencing by Edenbrook:

- Where Edenbrook has constructed fencing on the property, the Buyer is not permitted to alter the fence in any way. In the event that the Buyer has damaged the fence, the Buyer must immediately make good such damage. In the event of the Buyer's failure to repair the fence, Edenbrook may do so and recover the costs of such repair from the Buyer.

Landscaping and Maintenance

The Buyer shall ensure that no rubbish is allowed to accumulate on the land purchased.

Prior to Construction:

To maintain a high standard of presentation throughout Edenbrook, vacant home sites must be neatly presented and maintained prior to the construction of your home. You are to ensure that the grass on the home site is mowed regularly and that any weeds growing are kept to a minimum.

If you are in default of this requirement, Ingenta may give you seven (7) days notice to comply. If you then continue to default, Ingenta may undertake such works as may be necessary to achieve compliance and the cost shall become a debt owing by you to Ingenta.

During construction:

Throughout Edenbrook there will be a number of public areas such as parks and footpaths which will be landscaped to enhance the overall presentation of the estate. During the construction of your home you must ensure that any landscaped areas adjoining your homesite are not damaged by building construction activities. You must ensure that builders and subcontractors working on the land keep the grass and/or landscaping fully maintained in its original condition, and control litter by ensuring that it is placed in a secure container at all times. All building materials, soil and equipment must be contained within the building site at all times.

It is the Buyer's responsibility on their site or adjoining sites to pay for the replacement of street trees or for repairs to street irrigation damaged whilst the building work is being carried out on the site or on the Buyer's driveway.

It is the Buyer's responsibility to advise its builder of the location of any street or footpath irrigation. Should the street irrigation, trees or kerb be damaged during the construction of the Buyer's dwelling, it will be the Buyer's responsibility to pay to the Seller any costs the Seller incurs in making good any such damage.

After Construction:

To achieve a high standard of presentation and landscaping at Edenbrook, home owners are encouraged to maintain a tidy and well presented garden. On completion of your home, you must landscape that part of the home site between the front of your home and the front boundary of the land to a reasonable standard and to the satisfaction of Ingenta. Within one (1) month of the practical completion of your home, any areas visible from any public areas including the nature strip, shall be grassed (by laying turf) and landscaped.

Landscaping Requirements

The intent is to ensure that plants used are appropriate to the character of Edenbrook, reduce maintenance time and costs, and encourage wildlife.

- Plants - Water-wise planting and the use of local indigenous species are preferred.
- Turf - Install A grade turf laid on 50mm of imported topsoil.
- Garden Edging - Brick or concrete edging or similar formal edges complimentary to the house and driveway.
- Garden Area - Install garden beds with a minimum area of 25 sqm with improved garden soil and mulch.

You are responsible for maintaining the land in a clean and tidy condition and all buildings and fences erected on the land should be maintained in good order and repaired to the satisfaction of Ingenta. In addition, you will be responsible for maintaining and nurturing all turfed areas and gardens on your home site and the adjoining footpaths.

Ingenta may by itself or by its agents and with or without workmen and others at all reasonable times during daylight hours enter and view the state of the land and the buildings and fences erected on the land and the appearance of the garden areas and if considered necessary deliver to you a notice in writing requiring you to landscape or to clean and tidy the land or maintain and repair the buildings and fences. If you fail to comply with a notice to landscape or to clean and tidy the land or to maintain and repair the buildings and fences within seven (7) days of receiving a notice Ingenta and its agents or workmen may enter and carry out the requirements specified in such notice, at your cost. You shall pay the cost of carrying out such requirements to Ingenta on demand.

Clotheslines

"Extend-a-lines" and "Para-lines" are preferred. Clotheslines should be aesthetically sensitive in terms of design and location and should not be visible from any public street, park or thoroughfare.

Letter Boxes

The mailbox must be constructed of brick and mortar, or any other material approved by Ingenta acting "on the merits" and should reflect the style and character of your home.

Signage

Signs and hoarding advertising products and businesses will not be permitted on your home site. Display home signage may only be erected with the prior approval of Ingenta.

During construction of your home, builders/tradspersons signs may be permitted where they are required by law. However, these signs must be removed once construction is completed.

A real estate "for sale" sign (600mm x 450mm maximum size) is permitted and limited to one per property.

Rubbish Bins

Rubbish bins and green waste containers shall always be screened from the street and shall not be visible from the street except on the nominated day for rubbish removal by the Rockhampton Regional Council, or the designated contractor.

Display Homes

Throughout the development of Edenbrook, display homes may be built as part of a display village. You shall not object to display homes at the display village and shall not operate a display home at Edenbrook without the written approval of Ingenta which is unlikely to be granted whilst such a display village is open.

Legal

This covenant shall not merge on completion but shall continue in full force and effect and remain binding on the Land Owner.

This covenant is not intended to create any duty enforceable by a third party under Section 55 of the Property Law Act.

Change to Covenant

The Buyer hereby absolves Ingenta from any liability whatsoever for any action taken in the variation or relaxation of this covenant or the covenants in respect to any other lots at Edenbrook where the variation or relaxation is "on the merits" or where this Covenant confers the sole discretion on Ingenta. Ingenta acknowledges that new products are introduced to the market or to substitute existing products on the market, and provided those products, in their opinion, are acceptable to the aims of this Covenant may decide to approve such products.

Covenant to be passed onto Buyers and Tenants

The Buyer shall not sell, transfer or lease the house and land without obtaining a deed of covenant from the Buyer, transferee or tenant in favour of Edenbrook (or its successors, executors, administrators or assigns) to be bound by the agreements contained in this Covenant in the same manner and to the same extent as if the Buyer, transferee, or tenant had signed this contract as Buyer. If the Buyer fails to obtain a deed of covenant from the transferee or tenant as described above, the Buyer will be in breach of this Covenant and will be liable under the Liquidated Damages clause.

Breach of Building Covenant

If the Buyer is in breach of any of the building requirements in this Covenant and this Contract has not been completed then Ingenta shall have the right to terminate this Contract by written notice to the Buyer. Edenbrook's rights under this Covenant shall be in addition to any other rights that Edenbrook has against the Buyer.

The Buyer shall upon demand by the Seller pay all costs (as between solicitor and client) and expenses incurred by the Seller in relation to:

- a) Any letter or demand issued by the Seller or its solicitors to the Buyer requiring performance by the Buyer of its obligations under this Covenant;
- b) Any notice lawfully given by the Seller to the Buyer pursuant to this Covenant;
- c) Any application by the Buyer to the Seller to vary or exclude any of the obligations under this Covenant (whether successful or not);
- d) Any proceedings lawfully brought by the Seller to enforce the performance by the Buyer of its obligations under this Covenant including any proceedings brought by the Seller against the Buyer to recover any monies which are due and owing by the Buyer to the Seller.

Liquidated Damages

If the Land Owner shall be in default under these Covenants or breach any of the building requirements in this Covenant then upon Edenbrook giving prior written notice to the Land Owner of such default or breach and upon such default or breach remaining unremedied by the Land Owner for a period of seven days from receipt of the notice to remedy, then without prejudice to Edenbrook other rights and remedies and powers, Edenbrook shall be entitled to recover from the Land Owner by way of agreed liquidated damages the sum of Fifteen Thousand Dollars (\$15,000), being a sum representing the reasonable and ascertainable damages incurred by Edenbrook on account of such default or breach.

Severance

In the event that any term or provision of this Covenant for any reason whatsoever is acknowledged by the parties or is adjudged by a court of competent jurisdiction to be invalid, illegal or unenforceable, such term or provision shall be severed from the remainder of the terms and provisions of this Covenant and shall be deemed to never have been part of this Covenant and the remainder of the terms and provisions of this Covenant shall subsist and remain in full force and effect unless the basis purpose or purposes of this Covenant would thereby be defeated.

I have read this Covenant and understand the building requirements.

BUYER

DATE

SELLER

DATE

