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BUILDING COVENANTS AND DESIGN GUIDELINES



AMAROO ESTATE – Building Covenants and Design Guidelines

The BUYER acknowledges that the Lot is part of an estate and that it is SELLER'S intention to ensure that a high standard of quality design and construction is maintained within the estate.

1. The BUYER will not erect or permit to be erected on the said Lot any construction other than a single unit dwelling house:-
 - (a) Constructed of new materials in brick or painted rendered masonry block or other material expressly approved by the SELLER prior to the commencement of the erection of the said dwelling house.
 - (b) Having a gross floor area of not less than 140 square metres exclusive of patios, verandas and garages.
 - (c) Either having a tiled roof or a coloured roof approved by the SELLER.
 - (d) The dwelling house can be two storey but no high set houses are permitted.
 - (e) No "temporary" or "moveable" or "demountable" or "relocatable" or similar building will be erected on the Lot or placed upon the Lot at any time and neither will any caravan, mobile home or similar vehicle be occupied by any person whilst parked on the Lot. No shipping containers or relocatable storage units (howsoever described) are permitted.
 - (f) Only a new building will be constructed on the Lot and the BUYER will expeditiously complete all and any construction work once construction is commenced.
 - (g) Should two or more Lots be purchased by the same entity, there must be a 20% variation of the structural design of the single unit dwelling house erected on each Lot;
 - (h) A minimum of one enclosed car space, or garage is required per dwelling house. The garage must be constructed as part of the main building and shall be similar in design, materials and colours. The garage must be fitted with roller door and not left permanently opened to view from the street alignment.
 - (i) A driveway must be installed from the kerb to the garage and must be a minimum of 3 meters wide at the kerb and extend the full depth of the garage. Suitable materials are –
 - concrete / exposed aggregate concrete;
 - paving - precast concrete / stone / masonry / clay pavers;
 - other materials may be used with the express permission of the SELLER.
2. The BUYER will not erect nor permit to be erected any shed closer than 30 metres from the front road boundary of the Lot. Sheds erected on corner Lots will require permission from the SELLER as to the placement of the shed on the Lot.

- (a) Shed shall be constructed in a proper and workmanlike manner with first class materials. Such structure shall either have a colourbond finish or be painted immediately following erection.
 - (b) The BUYER or any other person may NOT reside in any shed erected on the Lot.
3. Any fence built must be constructed of quality new materials. No chain wire/star picket fences are permitted. Fence must be a minimum of 1.2 meters high.
4. Electricity supply to the property (and any electricity supply from the dwelling to any outbuilding or shed) is to be installed underground. No electricity pole or similar apparatus is to be installed upon the land except during the period of active construction of the dwelling on the land. Electricity meter boxes are to be installed only on a side wall of the dwelling. Any variation from this requirement may only be with the express consent of the Seller.
5. The BUYER will at all times keep the whole of the said Lot in a clean and tidy state and condition and free from undergrowth, long grass and weeds. The Lot must be kept in a clean and tidy state and condition and kept mowed. The SELLER may (without being obliged to do so) cause the said Lot to be mowed and cleared and may recover from the BUYER the cost of so doing.
6. The BUYER will ensure the Lot, adjacent footpath and road pavement are kept in a clean and tidy condition at all times.
7. The BUYER will ensure the Lot, adjacent footpath and road pavement are:-
 - (a) Kept tidy and clean during the building construction period. It is the BUYER'S responsibility to ensure that no building waste or rubbish accumulates upon or escapes from the land, and the BUYER will ensure any builder or contractor engaged to do works on the Lot will clean up at the conclusion of each day's work and ensure no waste of any nature is permitted to escape the property by action of wind, water or otherwise. Any clean up or waste collection charges incurred by the SELLER may be charged back to the owner whereupon the BUYER is required to make immediate payment for those costs.
 - (b) The BUYER will ensure that any builder or contractor undertaking works upon the land contain their spoil, and all building materials and vehicles within the Lot and do not permit any materials, spoil, waste or vehicles to traverse, accumulate or cross onto neighbouring properties. The BUYER is liable for the cost of any clean up, rubbish removal, site repair for any damage caused to an adjacent Lot or to any property as a result of any breach of this condition.
8. The BUYER will NOT further subdivide the Lot.
9. The BUYER hereby agrees and covenants with the SELLER that the BUYER waives any right or claim under the *Neighbourhood Disputes Resolution Act 2011 (QLD)* or any similar or substitute legislation, to require the SELLER to contribute towards the cost of any dividing fence along the common boundary between the BUYER'S and SELLER's land.

10. The BUYER, if selling this Lot, will not permit any more than one "FOR SALE" or Real Estate Agent sign to be erected or on display at the Lot.
11. The benefit of these covenants shall continue in full force and effect and remain binding on the BUYER, his executors, administrators, successors and assigns and that the BUYER shall not sell, assign or lease or otherwise part with possession of the said Lot to any person or corporation without having first obtained a duly executed Deed of Covenant in favour of the BUYER containing all provisions (mutatis mutandis) in this covenant whereby the assignee, transferee or lessee acknowledges the existence of these covenants and agrees to be bound by them.
12. Upon any breach of any of the foregoing conditions the BUYER shall pay to the SELLER on demand by way of liquidated damages and not by way of penalty the sum of **THIRTY THOUSAND DOLLARS (\$30,000.00)**.
13. At the SELLER's election, in addition to or as an alternative to the damages in clause 12 above, the SELLER may take legal action against the BUYER to prevent or force correction of any breach of these covenants. The BUYER acknowledges that the SELLER has a proprietary interest in maintaining the character and quality of Amaroo Estate and is acting reasonably to require compliance with these Covenants.
14. The SELLER may vary, relax or modify the above conditions in its absolute discretion at any time without being required to give reasons for doing so. Any variation or relaxation shall only be enforceable if agreed in writing between the BUYER and SELLER.

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 (Buyer)

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 (Buyer)

BTM&S Stankovich Pty Ltd A.C.N. 058 359 649 (Seller)

.....Director

.....Director