

## Northern Lights Estate Westdale Building Covenant Overview

### Introduction

The Northern Lights Estate Westdale Building Covenant has been created to establish and maintain a high standard of Estate and Dwelling presentation during construction and upon completion, and therefore to ensure the quiet enjoyment of existing residents and protect the investment of all buyers.

The Buyer acknowledges the Covenant is intended to act as an investment protection, so all proposed homes, landscaping and out buildings must satisfy these requirements and be built in a manner which is complimentary to the streetscape and character of the Estate.

The Developer reserves the right to accept any departure from the Covenant that in the opinion of, and at the absolute discretion of, the Developer will result in homes being built on the Estate that reflect quality, creativity and or diversity of design which enhances the presentation of the Estate. Please contact the Developer to confirm the suitability of any design intended to be built at the Northern Lights Estate.

### Covenant Approval

The Covenant is complimentary to the requirements of the Local Authority and in no way exempts the Dwelling from complying with Local Authority approvals and requirements.

All proposed Dwellings must obtain written Covenant Approval and the Buyer can expect to receive Covenant Approval applications to be returned within ten (10) working days of receipt by the Developer.

The Covenant Approval applications must be provided in duplicate (ie two copies) and include:

Completed Northern Lights Estate Westdale Covenant Application;

1:100 scale A3 floor plan with elevations from all four sides of the proposed Dwelling and any outbuildings;

1:200 scale A3 site plan showing setbacks from all boundaries, building envelope, plan of roof, existing contours, proposed cut/fill with earthworks and retaining wall details, proposed finished floor and site levels, proposed rainwater tank location, proposed driveways, paths and fence details and location of cloathelines, hot water systems and air conditioners;

1:200 A3 landscape plan showing location of hard and soft landscaping; and

List of the colour of all exterior finishes (ie including roof, fascia, gutter, window surrounds, brickwork, fences and external paint and render finishes and driveway and path finishes).

Written Covenant Approval from the Developer to the Buyer must be received before the Buyer seeks Building Approval from the Local Authority.

### Building Setbacks

All building setbacks will be in accordance with Local Authority Regulations.

### Number of Dwellings

One (1) home only is allowed to be built on any allotment less than 850 square metres.

### Home Design

The Dwelling will have a minimum internal floor area of 160sq m including garage, porch and under cover living areas, but excluding eaves, pergolas, sheds and outbuildings. Dwellings shall include eaves with a minimum width of 450mm and to a minimum of 80% of external walls excluding alfrescos.

The Dwelling must be built using brick, brick veneer, or rendered brick or masonry block (please note plain unrendered masonry block is not allowed). A mix of lightweight cladding and brickwork may be used subject to Developer's approval. Features to the front of the home including dutch gables, patios and louvre windows are encouraged.

All high-set homes must have the lower level enclosed in material compatible with the rest of the exterior of the home and including windows and openings that are in keeping with the upper level.

The roof design should complement the rest of the home and must include the following materials: concrete, slate or terracotta roof tiles or Colorbond sheet roofing (no reflective uncoloured metal sheeting allowed).

Skillion roofs are permitted. If there are two (2) roof planes or more, each shall have a minimum of a 5 degree roof pitch, otherwise a single roof pitch should be at least 10 degrees.

Homes will be a maximum of two storeys and will not be more than 8.5 metres in height when measured from the

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natural ground level to the top of the roof line.

Only new building materials are permitted to be used in the construction of the Dwelling and no second-hand or sub-standard materials shall be allowed.

### Car Accomodation

Each Dwelling will require two (2) enclosed parking spaces to be incorporated under the main roof of the Dwelling.

### External Colours

The streetscape and visual landscape is very important to all residents to protect property values and contribute positively to the liveability of the Estate. Consequently external colours should sympathetic to surrounding environment and be tasteful. Garish colours will not be approved. As a guide when selecting roof, gutter and downpipe colours refer to the standard Colorbond colours while bricks from standard brick manufacturers ranges are acceptable. Please contact the Developer to determine if proposed colours are acceptable. The Developer will be the sole arbiter of what external colours are acceptable.

### Paths and Driveways

Full driveway width from the double garage to the street front is preferred where the garage set-back is less then 6 metres from the front boundary.

All driveways and paths at the Dwelling will be finished in the following way;

Plain, stamped, coloured stencilled or other decorative concrete finish;  
Masonry/clay pavers laid on concrete base

All driveways (from garage to street front) shall be completed simultaneously with the construction of the Dwelling.

### Fencing

Side and rear fences and gates will be a maximum of 1.8 metres in height (standard 1.5 metres) and built using colorbond material in Colorbond 'Terrace' colour.

Generally fences forward of the front building setback will not be allowed, in particular, butted paling and solid fences will not be approved.

All fencing shall be oompleted simultaneously with the construction of the Dwelling.

The Buyer acknowledges the Developer will not be required as an adjoining owner to make any contribution whatsoever to the Buyer toward any dividing fence under the Dividing Fences Act.

### Landscaping

Landscaping is very important to the presentation and appeal of the estate. The Buyer will have 90 calender days from completion of the Dwelling to undertake and complete the works shown in the landscape plan. This will include as a minimum:

Turf to the front and side (where visible from the

street front) of the block;

Provide gardens shrubs and plantings to the front yard, in particular, to create a lush and appealing streetscape;

Any front paths as shown on approved plans; and

Remove all consruction waste, left over building materials and rubbish from the site.

### Letter Box

A letter box must be included with the Dwelling and be constructed of materials and a manner which comploes with Australia Post standards and must match the style, colour and material of the Dwelling.

### Air Conditioners

Air conditioning units must be screened from public view. No wall mounted and window style units are allowed. Roof mounted units must be sited as low as possible to limit any visibility above the roof ridge from the street front and must be coloured to match the roof.

### Solar

Solar hot water and power panels are not to be located on a roof facing a street. A hot water system with a roof mounted reservoir will be considered where it is the same colour as the roof. Other systems will be considered by the Developer.

### Window Coverings

All high visibility windows, such as those facing the street, must be have appropriate window furnishings (including blinds or curtains) installed prior to occupation. Bed sheets or tarpaulins must not be used.

### Rainwater Tanks

All rainwater tanks must be to the side or rear of each allotment and must be screened from view from the street. It is a requirement the proposed rainwater tank is shown on the site plan.

### Building Time Frames

The Dwelling must be completed within twelve (12) months of construction commencement. The Dwelling must not be lived in by any party until construction is complete and an occupancy certificate has been provided by the Local Authority.

### Sheds, Storage, Outdoor Structures and Clotheslines

All outdoor structures, including pergolas, alfresco, gazebos and storage structures, must be constructed in materials that compliment the Dwelling.

### Boats, Trailers, Caravans, and Vehicles

Boats, trailers, recreation vehicles and caravans must be stored behind the front building line and screened appropriately from the street. These vehicles are not to be parked on the street or footpath, in the front yard or on the front driveway. It is noted caravans are not to be lived in.

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## Site Cleanliness

The Buyer must maintain the lot in a neat and tidy condition at all time. This will include mowing grass on the lot before and after construction. It is a requirement during construction of the Dwelling that a bin or skip is used on site and is emptied regularly.

These requirements are to be considered jointly with Local Authority regulations.

## Signs

The only signs permitted to be erected on the dwelling lots except any Display Home sites are those of the Builder and those required by the Local Authority during construction of the Dwelling. For clarity no signs, hoardings or banners, advertising products or business will be permitted.

## Display Homes

During the period of development, display homes will be built on the estate. The Buyer acknowledges they will not object to the operation of display homes and shall not operate a display home without the written approval of the Developer and the Local Authority.

## Relocatable Buildings

The Buyer shall not erect or permit to remain on the land, any relocatable building or a building previously erected elsewhere or any caravan, tent or living shelter of any kind.

## Animals

No animal including poultry, livestock or horses shall be kept or maintained on the allotment except for domestic pets.

## No Merger

The provision of this Covenant will be enforceable after completion of the contract to buy land at Northern Lights Estate Westdale.

## Covenant Breach

Should the Buyer fail to comply with any or all the requirements of this Covenant the Developer will provide written notification of the breach and the Buyer will have 14 calender days to rectify. Should the Buyer then fail to rectify the breach after 14 calender days have expired, the Buyer shall pay the Developer \$50 per day as the pre-agreed amount for damages for each day the breach remains unremedied. The \$50 per day will be payable by the Buyer to the Developer as liquidated damages.

## Sale

Before selling a Dwelling or allotment, the Buyer will obtain written agreement from the Future Buyers to be bound by the exact terms and conditions of the Northern Lights Estate Westdale Covenant without variation as if the Future Buyer was a party to this agreement.