

# Rosewood Green Building Covenants & Design Guidelines



ROSEWOOD  
GREEN

# A. Building Covenants To Be Complied With By The Buyer

## 1. General

- 1.1 These building covenants (**Covenants**) are designed to achieve the following:
- a) to promote a high standard of design and construction; and
  - b) to maintain and protect the value of residential dwellings therein;
  - c) to retain the physical nature of the environment and encourage visual amenity by requiring top quality site landscaping by the Buyer; and
  - d) to establish a modern and attractive residential area.
- 1.2 In these Covenants **"Buyer"** means the registered owner of the lot including its successors and permitted assigns.
- 1.3 In these Covenants **"Seller"** means Rosewood Green Property Pty Ltd ACN 158 170 515 as trustee for the Rosewood Green Property Unit Trust including its successors and permitted assigns.
- 1.4 No building or excavation shall be commenced unless the working drawings submitted to the Seller have been approved by it in writing and a building permit has been issued by the Ipswich City Council / private certifier.

## 2. Construction

- 2.1 The buyer must:
- a) commence construction of the dwelling on the land (in accordance with these Building Covenants) by the date that is 12 months after settlement of the Contract of Sale;
  - b) not have the building of the dwellings left at any time without substantial work being carried out for more than one (1) month; and
  - c) complete construction of the dwelling by the date that is 12 months after the date the Buyer commenced construction of the dwelling, as determined by the Seller acting reasonably.

## 3. House Design and Siting

- 3.1 Dwellings should exhibit a contemporary and unique urban character that is complementary to the surrounding environment and sustainable in its design.
- 3.2 The minimum living area of the dwelling including double lock-up garage is 170 square meters for residential lots between 400m<sup>2</sup> – 700m<sup>2</sup>

in site area and 200 square meters for lots above 700m<sup>2</sup> in site area. Internal area does not include external decks, patios, porches, sheds and covered areas.

- 3.3 An appropriately sited dwelling should be energy efficient, comfortable to live in year round, and allow the Buyer to take advantage of views and prevailing breezes. When siting the dwelling, the following should be considered: potential views and sight lines, prevailing breezes, solar orientation, relationship to neighbouring houses, potential noise sources and visually concealed areas.
- 3.4 Dwellings should be sited to comply with the Queensland Development Code. Any changes to this must be approved by the Seller and also may require approval from the Ipswich City Council. The location and setback of the dwelling and all other structures on the Property shall not be less than 4.5 metres to the outmost projection.

## 4. Multiple Occupancy Uses

- 4.1 In this clause 3, the terms:
- a) **"Auxiliary Unit"**, **"Dual Occupancy"** and **"Multiple Residential"** have the meanings ascribed to them under the Ipswich Planning Scheme 2006 and include any similar use definition contained in any relevant town planning scheme in effect for the lot from time to time;
  - b) **"Rooming Accommodation"** has the meaning ascribed to it under the Planning Regulation 2017 and includes any similar use definition contained in any relevant town planning scheme in effect for the lot from time to time.
  - c) **"Household"** has the meaning ascribed to it under the Planning Regulation 2017.
  - d) **"Multiple Occupancy Use"** means any use of the Lot for a residential purpose that is of greater scale or intensity than a single dwelling house (without any secondary dwelling, including an Auxiliary Unit) on a single lot and includes (without limitation):
    - (i) Auxiliary Units;
    - (ii) Dual Occupancy; and
    - (iii) Multiple Residential; and
    - (iv) Rooming Accommodation.
  - e) **"Liquidated Damages Amount"** means \$50,000.00.

- 4.2 The Buyer warrants that it will not:
- a) use the lot for a Multiple Occupancy Use and;/or further subdivide the lot without the

- express written consent of the Seller; or
- b) construct, nor permit to be constructed, any Multiple Occupancy Use dwellings on the lot
- c) allow any more than one (1) family or a single Household to occupy the dwelling at any time.

- 4.3 The Buyer acknowledges and agrees that in the event of any breach by it of this clause 4:
- a) the Seller may seek to enforce this clause 4 by way of injunction or other similar remedy; or
  - b) the Buyer shall pay the Liquidated Damages Amount as liquidated damages to the Seller for the loss suffered by the Seller (which amount the parties acknowledge and agree to be genuine pre-estimate of the loss suffered by the seller). The liquidated Damages Amount must be paid within 5 Business Days of the date of the Seller's notice to the Buyer that it claims liquidated damages.

Exercise by the Seller of its rights pursuant to this clause 4.3 will be without prejudice to any other right of action or remedy which has accrued or may accrue.

## 5. Materials and Finishes

- 5.1 The application of a complementary palette of materials and colours in the streetscape will help to establish character and contribute to the Estate design vision. The following combination of materials and finishes will help to achieve consistency in the appearance of homes in the streetscape and are to be incorporated into the design of the dwelling.
- 5.2 Roofs must be COLORBOND® Custom-Orb (or equivalent) roof sheeting or tiled. Other roof finishes will be considered on their merits. The roof pitch must be a minimum of 22 degrees. A skillion roof may also be considered of up to 20 degrees.
- 5.3 Major walls and vertical surfaces must be rendered/bagged, painted masonry walls, rendered and texture painted FC cladding (e.g Harditex) or face brick. Other finishes will be considered on their merits including brick, panel, weatherboard and plywood systems.
- 5.4 Front paths, decks and patios must be concrete slab finishes with tiles or pavers, stained hardwood shot-edge decking, stenciled concrete, exposed aggregate concrete. Highly reflective materials such as Zinalume, galvanized metal and unfinished materials such as plain concrete are not permitted.
- 5.5 Minor feature walls shall be rendered and texture painted FC cladding (e.g Harditex or CMX),

face brick, stone cladding, other proprietary lightweight cladding system or material may be considered on merit. To add visual interest to the appearance of your house, incorporation of natural materials is encouraged. These may include: stained timber cladding, dressed and stained timber featured or stone cladding.

- 5.6 At least two architectural features are required at the front of the dwelling including, for example:
- a) window types (eg. 3 horizontal windows at the front);
  - b) rendered front pier;
  - c) render to front;
  - d) timber post to front pier; or
  - e) 25 degree roof pitch.

## 6. Ancillary Structures

- 6.1 Ancillary structures including carports, gatehouses, garden sheds, gazebos, cabanas, swimming pools, and cubby houses may be permitted and shall:
- a) be indicated on the working drawings and approved in writing by the Seller prior to construction.
  - b) be designed in conformity with the materials and colours of the dwelling house.
- 6.2 Ancillary fixed structures such as TV antennae, satellite dishes, hot water systems, air-conditioning units, rainwater tanks, clotheslines, etc, are to be located away from any street frontage and screened from public view. Where ancillary structures are required to be screened, the proposed screening method is to be submitted for approval.

## 7. Fencing

- 7.1 All fencing shall:
- a) be indicated on the working drawings and approved in writing prior to construction.
  - b) not exceed 1.8 metres in height from natural ground.
  - c) be in conformity with the materials of the dwelling house.
  - d) be one of the types set out in this clause subject always to the Contract of Sale.
- 7.2 Any boundary fencing outside the building envelope is to be koala friendly to allow for koala movement across the rear of the property to adjacent lots. Fences in the Koala Conservation Buffer shall be:

## B. Plan Approval Obligations

- a) constructed at the interface of common boundaries; and
- b) shall be koala friendly fencing to comply with the requirements of the Koala Covenant.

7.3 All boundary fences to the building envelope (i.e. boundaries not in the Koala Conservation Buffer) should be to a maximum of 1.8 metres high to ensure privacy and be a lapped and capped natural timber construction. Where existing vegetation occurs along boundaries fencing solutions must be designed to incorporate and protect these trees.

7.4 Where no front fencing is proposed, side or rear boundary fences are to be finished one metre behind the adjacent enclosed building line.

7.5 All fences are to be entirely completed within (1) month from practical completion of the dwelling.

7.6 Gates and other elements contained in a front fence will feature similar materials, configuration and quality to that of the fence they are contained in.

### 8. Landscaping

8.1 A minimum of 20% in area of any street frontage in front of the building alignment of the property must be landscaped in edged, mounded, pine bark mulched garden/s and lay "A" grade turf over the remainder of the land.

8.2 The buyer is required to complete landscaping work within one (1) month of completion of the dwelling. The provision of landscaping to enhance outdoor living, privacy screening and visual aesthetic of your garden is encouraged.

### 9. Concept Plans to be approved

9.1 Prior to applying for a Building Permit from the Ipswich City Council or private certifier and the commencement of any works upon the property, the Buyer must submit to the Seller concept plans showing the proposals for the following:

- a) the location and setback of the dwelling and all other structures on the property.
- b) the internal layout of the dwelling including floor levels and area of all buildings forming part of the dwelling.
- c) the type of building materials proposed for the dwelling and all other structures.
- d) the nature and location of a driveway from the street to the garage, and the nature and location of a path to the front and back doors of the dwelling.
- e) all fencing and gates to be constructed on the property specifying materials to be used and finished colour.
- f) the landscaping materials and layout of the property proposed to be used.

9.2 The concept plans must provide for and comply with all the Building Covenants and requirements contained in the Contract of Sale and any non-compliance must be specifically noted therein.

9.3 Within (7) seven days of receipt of the concept plans, the Seller shall advise the Buyer whether it approves of the intended development and if it disapproves, the area in which it requires alterations to be made in order to comply with the Building Covenants or other specific requirements contained in the Contract of Sale. The Seller's approval shall not operate to waive compliance with the Building Covenants for any non-compliance not specifically noted on the concept plans by the Buyer. The Seller may also indicate to the Buyer matters which the Seller considers may enhance the development of the property or its neighbourhood.



## C. Buyers Acknowledgements

### 10. Maintenance of Land

- 10.1 The property shall be kept in a neat and tidy condition and maintained free of weeds and rubbish before, during and after construction works. No excavation material, trees, rubbish, builders waste, or other substances whatsoever shall be deposited on adjoining properties or road reserves.
- 10.2 The Buyer covenants with the Seller to:
- slash the growth of vegetation to a height of 100mm.
  - clear the land once every two (2) months or more frequently as required to maintain tidy presentation of Rosewood Green (**Estate**) and until such time as building works are completed.
- 10.3 In the event of the Buyer not slashing the land as aforesaid or when requested by the Seller, the Seller may employ a contractor to carry out the slashing and cleaning and the Buyer shall pay the Seller for all the costs incurred by the Seller relating thereto.
- 10.4 If the Buyer or any of the Buyer's employees, agents or independent contractors damage any of the trees on the Estate, the Buyer is obliged to repair or where necessary, replace those trees with trees of the same size, species and quality.
- 10.5 If the Buyer or any of the Buyer's employees, agents or independent contractors damage any property outside their lot in the Estate, including grass verges, concrete footpaths, drains or kerbs, the Buyer is obliged to repair or where necessary, replace the damaged property to a finish acceptable to the Seller, acting reasonably.
- 10.6 The parties hereto agree that only one (1) For Sale sign shall be erected on the subject land or property.

### 11. General

- 11.1 The Seller reserves the right at the request of the Buyer or at its own instigation to vary or exclude any of the obligations under these Covenants provided that such action will only be taken in keeping with its aim to establish a modern, well designed, residential estate. The Seller acknowledges that should new products be aesthetically acceptable and consistent with the aims of the community in its opinion, they will be acceptable to it. The Seller is not obliged (to the Buyer) to enforce any similar Covenant that may be obtained from another purchaser. The Seller may in its absolute discretion vary or exclude any of these Covenants from any contract for the sale of any lots in the Estate.
- 11.2 The Buyer grants the Seller the right to remedy any breaches of these Covenants and authorises the Seller to enter onto the land to remove any structure or article or animal contravening these Covenants or to perform any other works necessary to comply with these Covenants and agrees to pay the cost of any works so carried out including any costs or storage or disposal.
- 11.3 The Buyer and Seller agree that the terms of these Covenants will not merge on settlement of the Contract of Sale.

### 12. Sale or Disposal

- 12.1 The Buyer agrees to be bound by the Covenants, and will not sell, transfer or otherwise dispose of the lot without first delivering to the subsequent buyer, transferee or donee a copy of the Covenants for the Estate containing Covenants on the same terms as those set forth in these Covenants.
- 12.2 The Buyer acknowledges that should the Buyer enter into a sale contract to sell the lot that contract must include a special condition whereby the prospective new buyer (**Transferee**) will become bound by the terms of these Covenants to the same extent as if the Transferee had signed this Deed as the Buyer and for the Transferee must sign the Deed Poll attached to these Covenants and the Contract of Sale.
- 12.3 If the Buyer fails to include the above mentioned special conditions in the sale contract or have the Transferee sign the Deed Poll, the Buyer acknowledges that it will remain liable for any negligence or non-compliance of these Covenants by the Transferee.

### 13. Compliance with Building Covenants Generally

- 13.1 The Buyer:
- acknowledges that the Seller has a significant investment in the Estate, and has an interest in maintaining the value and desirability of lots within the Estate;
  - acknowledges that a failure by the Buyer to strictly comply with the Covenants may diminish the value and desirability of:
    - unsold lots in the Estate in the hands of the Seller; and
    - lots sold by the Seller to other owners within Estate;
  - agrees that if the Buyer fails to strictly comply with any of the Covenants, the Seller may enter on to the land and rectify the non-compliance and/or undertake works necessary to rectify any non-compliance and may seek any injunction and/or specific performance from the Court and may sue the Buyer for damages and exercise any other rights the Seller has under this deed, the Contract of Sale and at law; and
  - hereby irrevocably grants to the Seller or the Seller's representative or agent, a licence to enter onto the lot for the purposes of clause 13.1(d), such right not to be exercised until after notice has been given by the Seller to the Buyer to rectify the breach and that breach has not been rectified within the period provided for in the notice.
- 13.2 The Buyer warrants and represents to the Seller that the Buyer will comply strictly with the terms of the Covenants and that it has the capacity to do so and the Buyer acknowledges that the Seller has relied on and been induced by those warranties and representations, to enter into the Contract of Sale with the Buyer to sell the lot.
- 13.3 In further consideration of the Seller entering into the Contract of Sale with the Buyer to sell the lot, the Buyer hereby:
- indemnifies the Seller in relation to all claims and liabilities whatsoever, which are made or may be made by any other person against the Seller, its agents, employees, directors or contractors, arising directly or indirectly out of or in connection with any failure by you to strictly comply with the terms of the Covenants, including all claims for damages and costs (on a full indemnity basis); and

- indemnifies the Seller against any loss, damage, costs and expenses arising from or incurred in connection with any failure by the Buyer to strictly comply with the terms of the Covenants, including legal costs and outlays on a full indemnity basis; and
- indemnifies the Seller in connection with all legal costs and outlays on a full indemnity basis incurred by the Seller in enforcing or attempting to enforce the Covenants.

- 13.4 The Buyer (if more than one person) agrees that they are jointly and severally liable in relation to the obligations pursuant to these Covenants.

### 14. Inconsistency

- 14.1 If there is any inconsistency then in order of priority, the Contract of Sale and these Covenants will prevail in that order.



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