



## **STAGE 11**

### **Annexure “A”**

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#### **BUILDING COVENANT CONDITIONS**

The Buyer expressly acknowledges that the land hereby agreed to be sold is situated in and forms part of a larger residential development area (herein called “the area”) and that it is desirable that supervision and some control be exercised by Bettson Properties Pty Ltd and Tobsta Pty Ltd trading as Oxmar Properties to ensure that a sufficiently high standard in respect to both design and construction of dwelling houses be maintained in the area and to ensure further that the area should be developed in a manner which will be aesthetically pleasing and to that end the Buyer expressly covenants and agrees with Oxmar Properties and to the intent that the benefit of the following covenants shall accrue to the benefit of Oxmar Properties and other land owners in the area and continue to do so and after the date of completion of this Contract, as follows:

#### **1. Building**

1.1 That the Buyer will not without written consent of Oxmar Properties, further subdivide the land or apply to subdivide the land erect or permit to be erected on the land hereby agreed to be sold any dwelling house other than a single unit dwelling house having a gross floor area inclusive of patios, pergolas and any outdoor living areas and garages, of not less than:

- (i) - 160 square metres for land less than 400 square metres,
- 180 square metres for land between 400 square metres and 599 square metres,
- 220 square metres for land 600 square metres or greater.

The buyer shall ensure any dwelling house constructed on the land shall be as follows:-

- (ii) A dwelling house must incorporate, as a minimum, a double lock up garage, front door and windowed habitable room (i.e. living room, dining room, bedroom window) on the ground level that faces the street frontage. Two storey houses must have a double lock up garage and should they not meet all other requirements, will be considered at the Developer’s total discretion. Carports or other similar structures are not permitted.
- (iii) Provide a front porch or patio to highlight the entrance and provide protection from wet weather with a minimum floor area of 4m<sup>2</sup> under roof. Columns or pillars are to be of a material or colour different to the front facade i.e. slate, stone, timber or feature brick.
- (iv) If timber posts are to be used in the front façade the posts must be stained hardwood timber or painted to complement the dwelling and be a minimum size of 140mm x 140mm.
- (v) Dual Occupancy, Duplexes or Associated Units are NOT permitted.
- (vi) A dwelling house must have a tiled or colorbond roof or other similar non-reflective material as approved by Oxmar Properties, with eaves a minimum of 450mm where either the wall is not built to boundary or where the setback to the wall is less than 450mm.

(vii) Construction of external walls must comprise:

- (a) Walls with exposure to any street or road must be fully rendered and painted.
- (b) Returns must be rendered and painted at least 3 metres or to the first control joint along the side walls whichever is the maximum.
- (c) Zero lot alignments must render and paint the entire side wall located on the boundary.
- (d) All other external walls must be either rendered and painted or face-brick with off white mortar.
- (e) Small sections of stone, timber, or tile features may be used in the front façade as approved by Oxmar Properties.
- (f) Any elevation that faces a street, road, open space/park, or access path, and all corner lots, are to be rendered and painted with returns as noted in Clause 1.1. (vii) (b).
- (g) Where the design does not include columns or pillars a separate feature material or colour must be incorporated in the front façade.

(viii) Paint colours to be used on the façade are to be drawn from the earth tone colour palette of browns, tans, cream, white, warm greys and dark greens. The colours in an earth tone scheme are muted and flat in an emulation of the natural colours as found in rock, stone, timber and earth; and will therefore complement the tones used in brick, stone and timber features. Any variation from this colour palette must be approved by the Developer.

(ix) Any shed or structure built separate from the main dwelling building shall be colour consistent with the dwelling and not greater in size than 3m x 3m and must not be visible from the street/road.

(x) All utility meters and piping are to be housed in a box, painted to match the external colour of the house, and incorporated within the brickwork of the dwelling during construction.

(xi) Any builder that builds more than one (1) house within the estate must not build the same house unless the façade is materially different, colours are different and the house is also approved by the Covenant Manager.

(xii) The minimum width of all dwelling houses on all lots is to be 80% of the frontage.

1.2 The Buyer shall not use or allow to be used in the construction of any dwelling house or other improvement upon the said land any second hand or substandard materials.

1.3 The Buyer will keep the whole of the land hereby agreed to be sold at all times in a clean and tidy state and condition, including the regular mowing of the land. The Buyer acknowledges that should the land not be mowed and maintained Oxmar Properties may give to the Buyer notice to comply within 7 days. Should the Buyer not rectify the situation within 7 days the Buyer further acknowledges that Oxmar Properties will, without further contact with the Buyer, lodge a request with the Local Authority for the removal of undergrowth, rubbish, etc. and the Local Authority will issue an invoice direct to the Buyer for all costs involved. Please note these costs are considerably more than the cost of a local mowing contractor.

1.4 Clotheslines, hot water systems, gas tanks, water storage units, air conditioning units or similar structures are not to be visible from the street front except where the land is a corner allotment, in which case sufficient shrubs, plants and other landscaping features must be placed along the street front to mask the visual impact.

1.5 Any water tanks installed on the property must be located so as not to be visible from the street and must be in a colour to complement the dwelling.

1.6 All refuse bins must be located behind the fence so as not to be visible from the street. Only where insufficient space is available at the side of the dwelling for storage of the refuse bins, consideration may be given to shrubs being planted to create a natural screen to fully screen the bins, or a bin enclosure may be erected to a maximum height

of 1.5m to screen the refuse bins from the street. The Buyer is required to obtain written approval for either structure prior to the work commencing. Any bin enclosure erected must be professionally constructed of a material and painted in a manner to complement the dwelling house. Examples of the style of bin enclosure are included in Annexure 'F'.

- 1.7 Recreation and play equipment must not be placed at the front of any building or on the footpath and must not be visible from any street or road. If the land is a corner allotment sufficient shrubs, plants and other landscaping features must be placed along the street front to mask the visual impact.
- 1.8 The Buyer will expeditiously complete or cause to be completed the erection of any structural improvements to be erected on the land hereby sold. Once the erection thereof has been commenced; completion to be within fifteen (15) months from commencement.
- 1.9 No temporary building, caravans, tents, relocatable homes, shipping containers or similar are to be erected on the land.
- 1.10 No erection of other buildings prior to construction of the dwelling;
- 1.11 No depositing of any excavation materials, trees, rubbish, or builder's waste or other substances whatsoever on the land or properties adjoining the land or otherwise within the development of which the land forms part;
- 1.12 No erection or placement on any part of the property of any advertising signage or any structure which is intended or is suitable for the display of advertisements or notices, and the property must not be used for the display of advertisements or notices;
- 1.13 No "For Rent" signs are to be erected in the estate and the Developer reserves the right to remove any "For Rent" signs without notice.
- 1.14 No vehicles, caravans, boats, trailers, trucks, buses, large vehicles and the like shall be parked within the roadside reserve or allotments. All work vehicles are to be garaged and not parked in the open.
- 1.15 The Buyer will instruct and ensure that their builder and contractors do not drive or park vehicles on other lots or footpaths and particularly do not drive across vacant land within the estate. All contractors should be advised to access lots via the bitumen road immediately in front of the subject land. Should any damage, ie. wheel ruts, occur to other lots or footpaths (including the footpath in front of the subject lot) the Buyer will be responsible for rectifying the damage within 72 hours of the damage being sustained.
- 1.16 For setbacks refer to Annexure 'C' i.e. Council approved Building Envelope Plan prepared by Wolter Consulting Group.
- 1.17 The Buyer agrees to rectify any damage caused by the buyers, their contractors, builders, or any other trades people to any landscaping within the public open space or road reserve provided by Oxmar Properties, at the Buyers cost. The Buyer is to rectify any damage before occupying the dwelling or within 72 hours of being notified by Oxmar Properties whichever is sooner. The Buyer will also instruct and ensure that their builder and contractors do not damage the concrete path or kerb located on the footpath in front of the subject lot, or any other concrete path or kerb on the estate during construction of the dwelling and landscaping. Any damage that does occur is to be rectified immediately.
- 1.18 The Buyer's builder is required to exercise Best Management Principles on site during the building program, including:
  - a. Provide and use an industrial bin on site (no wire cages);
  - b. Use only one access point onto the site from the bitumen road immediately in front of the subject lot.
  - c. Ensure the Buyer's builder's compliance to these terms, it is suggested that they should be included in the Buyer's building contract.
- 1.19 The Buyer shall submit to Oxmar Properties plans for covenant approval indicating the size, number and location of any solar panels. With over 30 years development

experience and our acute understanding of property values it is our opinion that placement of solar panels on that part of the roof facing the street adversely affects the value of the property and the surrounding properties. To maintain maximum value of your property the Developer preference is for solar panels to be least visible from the street.

- 1.20 External tv antennae and other aerials must be unobtrusive and located towards the rear of the dwelling house.
- 1.21 The estate will be provided with natural gas. Oxmar Properties encourages the Buyer to install a hot water system and/or cook-top to utilise the natural gas available.
- 1.22 The estate will be provided with NBN Broadband. Oxmar Properties encourages the Buyer to install wiring and outlets to accommodate NBN throughout the dwelling.
- 1.23 No occupancy of the dwelling or any part of it is allowed until construction of the entire dwelling is complete.

## **2. Retaining Walls**

- 2.1 Any retaining walls are to be concrete sleeper in the same standard, finish and colour as installed in the estate by the Developer.
- 2.2 The Buyer is responsible for the rectification of any damage to the retaining wall/s and such damage must be rectified within 14 days of the damage occurring.
- 2.3 Any changes to lot levels along a boundary must be retained to the same standard, finish and colour as installed in the estate by the Developer. The Buyer is required to discuss any proposed retaining walls and fencing with the owner of the neighbouring lot and agree to a combined outcome prior to work being carried out.
- 2.4 Buyers and their builders must not affect the structural integrity or alter in any way, the fencing or retaining walls provided by Oxmar Properties. If for some reason there is any change to the structural integrity or alterations to the fencing or retaining walls, it is the responsibility of the Buyer to rectify the retaining walls to the standard of the original engineering design and as approved and certified by Council or Certifiers.

For specific design information regarding the retaining walls please contact the Developer for plans.

- 2.5 Buyers (and builders) must not:
  - (i) excavate below the level of retaining walls or construct within the zone of influence of the footings or supporting ground. eg. Excavation for pools, pipes & trenches, or changing ground level.
  - (ii) allow heavy loads above the retaining walls within the zone of influence. eg. Water tanks, pallets of bricks, Vehicles/trucks, pool or driveway.
- 2.6 Buyers (and builders) must ensure:
  - (i) All Structures (including houses, pools, sheds etc) are not to rely on retaining walls for support. They are to be founded independently of the retaining wall (eg by use of piers etc) as designed by a structural engineer;
  - (ii) The drainage gravel behind retaining walls is required to drain water away from the walls and shall not be removed or blocked (eg with soil or concrete). The Buyer (and builder) is to Maintain the drainage gravel and pipes behind the retaining walls to freely drain at all times;
  - (iii) The Buyer or builder connects drainage pipes from the retaining walls into the house drainage system and ultimately to the street.

### **3. Fencing**

- 3.1 All fencing along the rear or side boundaries, with the exception of fencing fronting a street or access pathway, is to be 1.8m high lapped and capped timber paling as per Annexure "D" as a minimum standard.
- 3.2 Fencing fronting a street, road or access pathway must be a maximum of 1.5m in height and can be either;
- Fencing as depicted in Annexure 'D' and painted to complement the estate;
  - A solid rendered fence or a combination of materials of the same standard (modular concrete panels will not be accepted);
  - Powder coated aluminium pool fencing or similar;
  - Dressed and stained timber that complements the house as per the fencing along Bettson Boulevard;
  - Colorbond fencing provided it complements the colours of the dwelling;
  - Any other materials proposed that maintain the integrity of the estate must be approved by the Covenant Manager.
- 3.3 All side and dividing fencing where fencing is to a maximum height of 1.8m is to be tapered down to meet the top of the 1.5m fence as per Annexure 'E'.
- 3.4 No fencing is permitted forward of the front line of any house. Front line means the horizontal line that runs along the front façade of the dwelling, extending to each side boundary of the lot, except that, in the case of battle axe blocks, side or rear boundary fencing installed by an adjoining owner does not contravene this clause.
- 3.5 Lot 1 – Oxmar Properties has provided fencing around the transformer located to the north and bordering Lot 1.
- 3.6 Lot 10 – Subject to Clause 3.4, fencing along the boundary adjacent to the pathway must be constructed of 1.8m Colorbond fencing in the colour "Monument" to match the existing fence material and colour on that side of the pathway.
- 3.7 Buyers are not to modify, increase/reduce the size of a fence or place any materials on any fence provided by Oxmar Properties.
- 3.8 Buyers are advised that when installing boundary fencing, the constructed retaining walls are not located on the boundary alignment, in accordance with Local Authority requirements. If brackets are installed on a retaining wall best practice is to install the fencing to the brackets supplied on the retaining wall. Please note as the retaining wall is not located on the shared boundary both owners must agree to the location of the fencing if installing on the brackets.
- 3.9 All fencing is to be installed immediately after completion of the dwelling.
- 3.10 Subject to clauses 3.4 and 3.8, fencing must be installed along all property boundaries to the lot.
- 3.11 The Buyer is required to discuss any proposed fencing location with the owner of the neighbouring lot and agree to a combined outcome prior to work being carried out.

### **4. Landscaping**

- 4.1 The Buyer shall complete installation of turf to the front garden and construction of one double width driveway only from kerb to dwelling and crossover per lot prior to occupancy of the dwelling.
- 4.2 Further landscaping may be undertaken any time thereafter subject to the Buyer submitting a landscape plan for approval prior to commencement of work. When approved the further landscaping must be completed within four (4) weeks of the date of commencement.

- 4.3 No other structures or additions to the dwelling are permitted in the front garden area.
- 4.4 All driveways and porch areas or front patio areas must be constructed of either exposed aggregate, stamped or stenciled concrete or pavers. Under no circumstances will plain concrete, coloured concrete, painted concrete, bitumen, asphalt and/or car tracks be permitted. Should the Buyer wish to use other material in the porch or front patio area approval must be received in writing from Oxmar Properties in accordance with Clause 8.
- 4.5 Any garden bed which is positioned on a side or front boundary must be constructed of painted concrete sleepers or rendered blockwork painted to complement the dwelling. No timber sleepers are permitted.
- 4.6 All other garden bed edging must be constructed of either hardwood timber protruding no more than 100mm above ground level or flat pavers concreted into place or concrete garden edging coloured to complement dark earth tones of the house and/or driveway (no plain concrete). Any raised garden bed siding or edging more than 100mm above ground level, must be constructed of painted concrete sleepers or rendered masonry blockwork painted to complement the dwelling.
- 4.7 Front steps must be constructed of exposed aggregate concrete, stained hardwood, stone or rendered masonry blockwork painted to complement the dwelling. Any variation to this material must be approved in writing by the Covenant Manager.
- 4.8 The letterbox is to be rendered clay brick or masonry block and painted in the same colour as the dwelling. A lightweight pre-fabricated letterbox replicating a rendered blockwork letterbox is also acceptable. Any variation to this must be approved in writing by the Covenant Manager. Metal letterboxes are not suitable and will not be approved under the Covenant. All letterboxes must be constructed of material and in a manner which complies with Australia Post preferred standard.
- 4.9 All landscaping must be of high quality and completed in a workmanlike manner.
- 4.10 The land and footpath in front of each property (and side footpath for corner lots) must be maintained in a neat, tidy and mown condition at all times.
- 4.11 With the exception of the driveway, no other expanse of concrete is permitted forward of the building line of the dwelling

## **5. Special Requirements for Lot 10 and all Corner Lots**

- 5.1 Where houses built on these Lots have 2 street/road frontages and/or boundaries facing open space/ park or access paths Clause 1.1 (vii) above shall apply with respect to facade on the front and also on the rear/side of the house.
- 5.2 Lot 10 – The house built on this Lot must have all walls exposed to the road and access path fully rendered and painted in accordance with Clause 1.1(vii). In particular to Lot 10 the sides to be rendered are the front and southern boundary facing the access path.
- 5.3 Buyers are not to modify, increase/reduce the size of the fence or place any materials on the fence provided by Oxmar Properties. Furthermore, the only fencing permitted internally of the boundary fences is that which is one (1) metre behind the front line of the house. Side fencing erected by the Buyer (if higher than fencing provided by Oxmar Properties) is to be tapered (raked) as per Annexure "E" from the rear line of the house to meet the height of the fence provided by Oxmar Properties.

## **6. Damage or Alterations to Utility Infrastructure**

The Buyer acknowledges that the developer has installed utility infrastructure within the Estate, including but not limited to, water meters, fire hydrants, water valves, manholes, electrical service pillars, communications pits, roads and footpaths. The Buyer covenants not to damage or alter the location or level of the infrastructure or the ground level surrounding the infrastructure and to ensure that their builder, landscaper and other contractors do not damage or alter the location or

level of the infrastructure or the ground level surrounding the infrastructure. Should such damage or alteration occur, the Buyer must, within 30 days, after being requested to do so, rectify the damage or alteration, at the Buyers expense.

**7. Damage to Property**

Any damage sustained to the property, adjoining properties, nature reserve or the amenities of the estate including trees and landscaping by the buyer or any authorized person must be remedied by the buyer or authorized person within 72 hours of the damage being sustained.

**8. Approval of Plans by Seller**

Prior to submission to Council or any approved certifier for building approval and prior to commencement of construction of any improvements or the carrying out of any works on the land (Works), plans and specifications including details of materials to be used for all proposed building work and operational works, complete in all respects (Plans), must be submitted using the Application form in Annexure "B" of the Sale Contract to Oxmar Properties for Oxmar Properties' written approval and addressed to:

The Covenant Manager  
Oxmar Properties  
PO Box 842  
ASPLEY QLD 4034  
Phone: 07 3263 4977  
Facsimile: 07 3263 4966  
Email: [covenants@oxmarproperties.com.au](mailto:covenants@oxmarproperties.com.au)

Oxmar Properties may approve or refuse to approve or approve with amendment the plans in Oxmar Properties discretion providing that Oxmar Properties shall not act capriciously. The buyer will not submit to Council or any approved certifier the plans until such time as the buyer has received Oxmar Properties approval in writing.

The Buyer must carry out the Works in accordance with the Plans approved pursuant to this Clause.

**9. Breach**

- 9.1 Upon breach of any of the foregoing conditions the Buyer shall pay to Oxmar Properties on demand by way of liquidated damages and not by way of penalty the sum of twenty five thousand dollars (\$25,000).
- 9.2 If the Buyer breaches any part of this building covenant, Oxmar Properties may (in addition to any other right, remedy, or power it has) enter upon the land and remove and dispose any structure or article contravening the provisions of this building covenant or perform any work necessary or expedient to ensure compliance with this building covenant. Oxmar Properties may recover all costs incurred by enforcing these covenants, including all legal costs on a full indemnity basis, from the Buyer, as a liquidated debt. The Buyer must pay to Oxmar Properties interest at the rate of 15 (fifteen) percent per annum calculated daily on all costs incurred by Oxmar Properties in relation to a breach by the Buyer under this building covenant for as long as such monies remain outstanding.

**10. Variation**

Notwithstanding the above Oxmar Properties shall have the right at Oxmar Properties' sole discretion in any other sale to waive vary or relax the conditions of this covenant at any time and in that event the Buyer shall have no claim whatsoever against Oxmar Properties. The exercise of this right from time to time does not otherwise vary the parties obligations under this building covenant.

## **11. Dividing Fences**

The Buyer agrees that Oxmar Properties will have no obligation at any time to contribute to the cost of building or maintaining any fence on the Land or on the boundaries of the Land with any other land owned by Oxmar Properties.

## **12. Trees**

12.1 The Buyer acknowledges that Oxmar Properties has planted numerous trees or other vegetation in and around the various public areas in an endeavour to enhance the environment and by way of general beautification. The Buyer hereby agrees not to damage or remove any of these trees or other vegetation at any stage of development or following completion of development. Should such damage or removal be caused by either the Buyer or his/her subcontractors, the trees are to be replaced immediately at the Buyer's expense.

12.2 Where a footpath tree has also been planted in front of a lot by Oxmar Properties, the Buyer hereby agrees not to damage or remove such footpath tree. Should such damage or removal occur to the footpath tree under any circumstance, the tree is to be replaced by the Buyer immediately at the Buyer's expense.

## **13. Access**

The Buyer grants to Oxmar Properties, its agents, contractors, employees or authorised persons right to access the Land after settlement at any time, with or without machinery, in order to rectify defects or non-compliance with any conditions of any development approval relating to the Land.

## **14. Continuation of Covenant**

14.1 The benefit of the covenants in this clause shall continue in full force and effect and remain binding on the Buyer, his executors, administrators, successors and assigns and that if the Buyer shall sell or assign or lease or otherwise part with possession of the land hereby agreed to be sold to any other person then the Buyer will obtain from that other person a covenant in favour of Oxmar Properties agreeing to be bound by all of the terms of these building covenants. The Buyer will be only released from its obligations under these building covenants upon delivery to Oxmar Properties of a binding Covenant given by the subsequent buyer to Oxmar Properties and notification to Oxmar Properties in accordance with Annexure "G" in which the subsequent buyer agrees to be bound by the building covenants herein.

14.2 A reference to a Buyer in this building covenant includes a reference to any subsequent owner of the land.

## **15. Buyers Acknowledgement**

The Buyer will sign a Buyers Acknowledgement in the form of Annexure "H" acknowledging the existence of the building covenants, agreeing to be bound by the building covenants and agreeing to pass those building covenants on to subsequent buyers.

## **16. Validity of Covenant**

If any part of this building covenant is or becomes invalid, illegal, or unenforceable, such part is to be, so far as possible, read down to give it a valid operation of a partial character, or if not so possible, must be severed from the remaining parts of this building covenant. The remaining parts of this building covenant are not to be affected or impaired by the severance. This clause will not operate if the severance alters the basic nature of this building covenant or is contrary to public policy.



## 17. Further Development

17.1 The Buyer acknowledges that:

- (i) (a) "Griffin Crest" is being developed progressively by the Seller; and  
(b) This involves or will involve (amongst other things) the carrying out of development works and the making of town planning and building applications of various types to government and semi-government authorities ("Applications").
- (ii) The Buyer must not make or maintain any negative submission, objection, appeal, claim, demand or suit either alone or jointly with others against or do anything which may adversely affect any of the Applications.
- (iii) The Buyer must not make any claim for compensation or objection, delay settlement or claim a reduction in the purchase price in relation to any dust, noise or traffic interference which results from the ongoing development of "Griffin Crest".
- (iv) The Buyer must not do or omit anything which would prevent the Seller from completing "Griffin Crest" or selling allotments in "Griffin Crest".

17.2 The development of the lands in the estate of which the land forms part in any particular manner as may be shown on any plans and other advertising materials or otherwise advised to the Buyer is an indication only of how the lands might be developed. It represents the Seller's present intentions regarding its future development. The Buyer acknowledges that market and other factors will determine how, when and if the land is developed and the Seller gives no warranty or representation as to when or how the lands in the estate may be developed or if in fact they will be developed at all.

## 18. Covenant Acknowledgement

The Buyer acknowledges they have read and understand the contents of all clauses in this Covenant and have had the opportunity to raise any queries with the selling agent.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**BETTSON PROPERTIES PTY LTD and TOBSTA PTY LTD trading as OXMAR PROPERTIES**

.....  
Seller

.....  
Witness

.....  
Buyer

.....  
Witness

.....  
Buyer

.....  
Witness



## Annexure "B"

### APPLICATION FORM

|                        |               |
|------------------------|---------------|
| <b>Lot Number:</b>     |               |
| <b>Street Address:</b> |               |
| <b>Estate:</b>         | Griffin Crest |

| Owner Details    |          | Builder Details  |          |
|------------------|----------|------------------|----------|
| Name:            |          | Name:            |          |
| Address:         |          | Address:         |          |
| Contact Numbers: | Home ( ) | Contact Numbers: | Home ( ) |
|                  | Work ( ) |                  | Work ( ) |
|                  | Mobile   |                  | Mobile   |
|                  | Fax ( )  |                  | Fax ( )  |
|                  | E-mail   |                  | E-mail   |

| House Details  |          |              |
|--|----------|--------------|
| Have you attached the following to your Covenant Application?      | Attached | Not Attached |
| 1. Site plan   |          |              |
| 2. Floor plans stating total floor area                            |          |              |
| 3. Front, rear and side elevations                                 |          |              |
| 4. Driveway and retaining wall details                             |          |              |
| 5. Materials and colours   |          |              |
| 6. Location of water tanks and outbuildings                        |          |              |
| 7. Location of refuse bins   |          |              |
| 8. Details of letterbox construction                               |          |              |
| 9. Details of all boundary fencing                                 |          |              |
| 10. Landscape plan   |          |              |
| 11. Confirmation from builder of industrial bin to be used on site |          |              |

Signature of Applicant .....

Forward your application to:

The Covenant Manager  
Oxmar Properties  
PO Box 842  
ASPLEY QLD 4034  
Facsimile: 07 3263 4966  
Email: [covenants@oxmarproperties.com.au](mailto:covenants@oxmarproperties.com.au)

If your plans comply with the Covenant, you can expect your plans to be approved in writing within five working days.



## **Annexure “C”**

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(All Lots)

**1. Building Envelope Plan**

The Buyer Acknowledges and accepts that the land is classified as a Small Lot under the Moreton Bay Regional Council planning Scheme and that development of the land must be in accordance with the attached Building Envelope Plan by Wolter Consulting Group.

## **Annexure “D”**

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### **Fencing Requirement (All Lots)**

#### **1. Side Fencing**



**Photograph showing side fencing required**



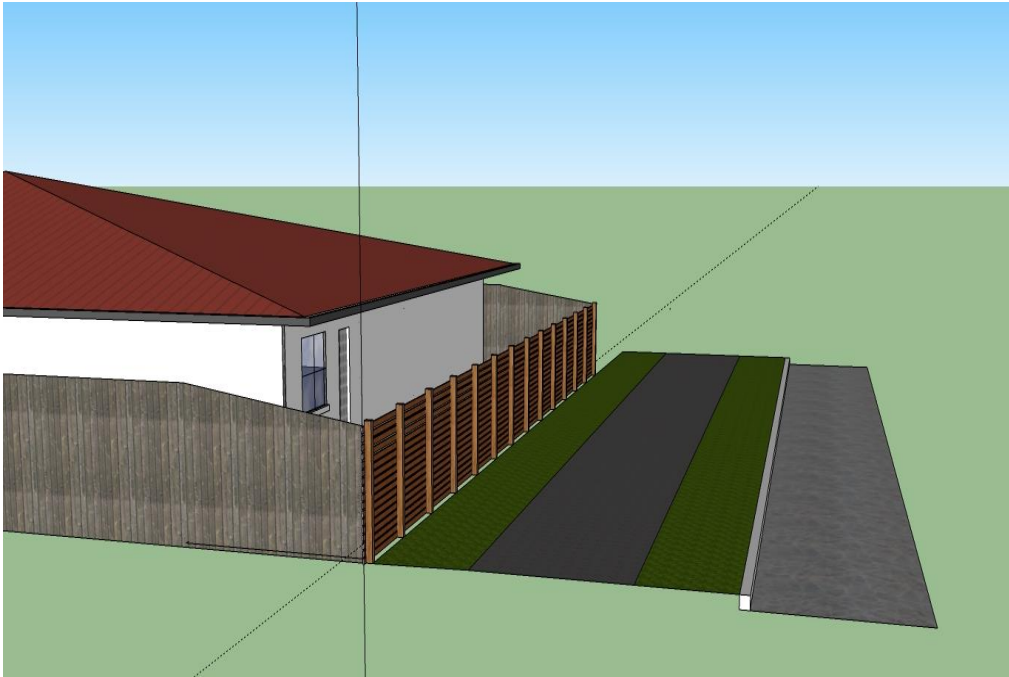
**Photograph showing fencing required**



## ANNEXURE "E"

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### Further Fencing Requirement



**Example of Raking or Tapered fencing to suit shorter fencing heights**

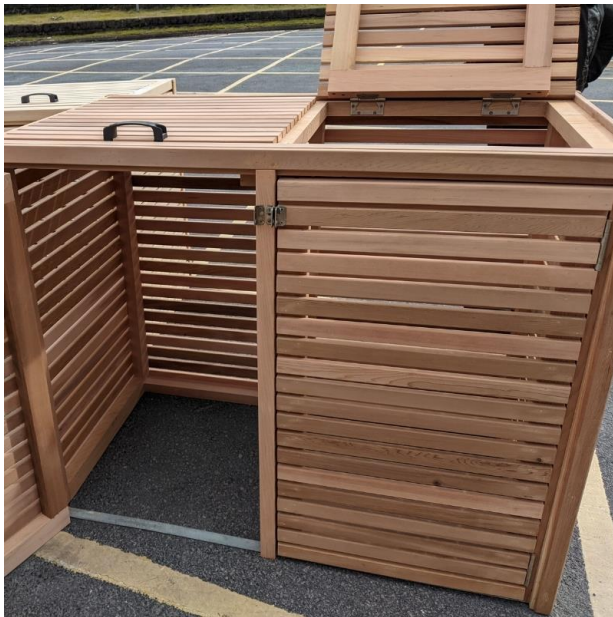


## Annexure "F"

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### REFUSE BIN ENCLOSURES

Example of refuse bin enclosures





## Annexure "G"

### **CONTINUATION OF COVENANT** **AGREEMENT TO COMPLY WITH BUILDING COVENANTS** **TO BE SIGNED BY SUBSEQUENT BUYERS**

Oxmar Properties  
PO Box 842  
Aspley Q 4034

I/We \_\_\_\_\_

whose details are set out below, have entered into a contract to purchase Lot \_\_\_\_\_ "Griffin Crest",  
Dohles Rocks Road, Griffin ("the land").

1. acknowledge that to ensure that a high standard of design and construction of dwelling houses is maintained at "Griffin Crest" every person who purchases land at Griffin Crest is required to comply with the **attached** building covenants ("Covenants"); and
2. agree to:
  - a. comply with the Covenants; and
  - b. cause any person to whom we sell the Land to complete and sign a notification in these same terms and deliver it to Oxmar Properties.

|                        |               |
|------------------------|---------------|
| <b>Lot Number:</b>     |               |
| <b>Street Address:</b> |               |
| <b>Estate:</b>         | Griffin Crest |

| Owner Details    |          | Builder Details  |          |
|------------------|----------|------------------|----------|
| Name:            |          | Name:            |          |
| Address:         |          | Address:         |          |
| Contact Numbers: | Home ( ) | Contact Numbers: | Home ( ) |
|                  | Work ( ) |                  | Work ( ) |
|                  | Mobile   |                  | Mobile   |
|                  | Fax ( )  |                  | Fax ( )  |
|                  | E-mail   |                  | E-mail   |

Signed as a deed this                      day of                      20   .

.....  
Buyer

.....  
Witness

.....  
Buyer

.....  
Witness



## Annexure "H"

### BUYERS' ACKNOWLEDGEMENT BUILDING COVENANTS GRIFFIN CREST STAGE 11

Oxmar Properties  
PO Box 842  
Aspley Q 4034

LOT NO.....

I/We \_\_\_\_\_

of \_\_\_\_\_

1. acknowledge that, in order to ensure that a high standard of design and construction of dwelling houses is maintained at "Griffin Crest", Griffin, every person who purchases land at the Griffin Crest estate is required to comply with the attached building covenants ("Covenants"); and
2. agree that if we purchase land at Griffin Crest we will comply with the Covenants and cause any person we sell the Land to complete and sign a notification in these same terms and deliver it to Oxmar Properties.

Signed as a deed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ .

Buyer(s) Signature

Signature of Witness

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Buyer(s) Signature

Signature of Witness

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