



Oxford  
WOODS

**BUILDING COVENANTS**

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## **1.0 PURPOSE AND INTENTION OF BUILDING COVENANTS**

### **1.1 GENERAL**

The Buyer acknowledges that the Lot being purchased, pursuant to the Contract Of Sale to which these Covenants forms part (Lot) of a residential development, the Oxford Woods Estate, and the purpose of these covenants is to achieve the following:-

- (a) To promote a high standard of design and construction throughout the Estate; and
- (b) To maintain and protect the value of residential dwellings within the Estate; and
- (c) To ensure the visual amenity of the residences within the Estate are consistently of a high standard.

### **1.2 BREACH OF COVENANTS**

The Buyer acknowledges that the Seller may enforce its' rights against the Buyer/s, his/her/their respective executors, administrators, assigns, agents and contractors of the Buyer, in respect of any breach of these covenant requirements by way of an application for an injunction in the Supreme Court Of Queensland or any other Court of competent jurisdiction.

For the avoidance of doubt, nothing in this clause shall be taken to limit or in any way prejudice any other rights or causes of action the Seller may have in consequence of any actual or potential default by the Buyer.

### **1.3 FUTURE SALE**

The Buyer must, on the future sale of a Lot, include these Building Covenants as a condition to be met by the subsequent Buyer.

## **2.0 BUILDING ON A LOT**

### **2.1 CONSTRUCTION REQUIREMENTS**

- (a) Only a single private dwelling house may be constructed on any Lot unless the Lot is identified as a "Possible Auxiliary Unit" Lot on the Plan Of Development.
- (b) All dwellings must be setback from the allotment boundary's in accordance with the setback table (Table 1) contained within the Plan Of Development for the Estate.
- (c) All dwellings must contain a provision for parking a minimum of 2 motor vehicles off the street, with a minimum of 1 motor vehicle to be parked in an enclosed garage. The parking spaces may be in tandem as long as they are contained within the property boundary. The garage is to be designed as an integral part of the dwelling and carports are not permitted.
- (d) All dwellings must be constructed with only new first grade materials.
- (e) All dwellings must have a roof covering of concrete tiles, clay tiles or Colorbond metal roofing.
- (f) All dwellings must have a roof pitch of:-
  - (i) no less the 20 degrees for a hip or gable roof or combination thereof.
  - (ii) no less than 10 degrees for a skillion roof.
- (g) The roof to all elevations must have a minimum eave overhang of 450mm projected from the outer face of the external walls, excluding built to boundary and parapet walls. Parapet walls are only permitted to the front elevation of a dwelling and must be in keeping with the design of the dwelling.
- (h) The exterior finish to the external walls on any dwelling is to be either face brickwork, painted render, painted or pre-finished lightweight cladding or a combination of any of these finishes. No unfinished blockwork or cladding will be permitted.
- (i) The lower storey area of a high set dwelling must be fully enclosed.
- (j) The exterior colours to any dwelling must be of a neutral tone and vibrant primary colours will not be permitted.

- (k) The construction of a dwelling on a Lot must be commenced within 3 months of the Buyer settling on the Lot and completed within 12 months of commencement. Works on a Lot must not be left without progress for longer than 3 months at any time.

## 2.2 ALLOTMENT REQUIREMENTS

- (a) Fencing to the side and rear boundaries of a Lot shall be constructed with Good Neighbour style timber paling fencing, and;
- (i) Must not exceed 1.8 metres in height above ground level.
  - (ii) Side boundary and secondary street fencing must return to the dwelling a minimum of 1.0 metres behind the front wall of the dwelling.
  - (iii) A minimum of 1 private access gate must be provided to access the rear of each allotment.
  - (iv) No side boundary fencing will be permitted forward of the front wall of a dwelling unless the adjacent dwelling is closer to the front boundary or the side boundary fence is the rear fence of an adjacent corner allotment.
  - (v) No front boundary fencing will be permitted.
  - (vi) All fencing materials must be new and second hand materials will not be permitted.
- (b) All paving forward of the front wall of a dwelling must be constructed of exposed aggregate concrete, coloured concrete, stamped coloured concrete or pavers. Plain concrete or painted concrete will not be permitted.
- (c) A driveway must not be wider than 5.5 metres at the street boundary for double garages and 3.5 metres for a single garage. The driveway must be completed prior to occupation of the dwelling constructed on the allotment.
- (d) The landscaping of a Lot must:-
- (i) Contain a minimum of 20Sqm of garden beds to the front yard of a dwelling complete with garden edging, mulch and drought resistant shrubs.
  - (ii) Utilise "A" grade turf layed to the remainder of the allotment including the street verge forward of the front allotment boundary. Note: Any areas to the side of a dwelling that do not receive any natural sunlight may have river pebbles installed in lieu of turf.
  - (iii) Landscaping to the area of the allotment forward of the dwelling must be completed within 90 days of occupation of the dwelling.
- (e) A letterbox complete with street number shall be installed adjacent to the front allotment boundary prior to occupation of the new dwelling.
- (f) External fittings and fixtures such as Air-conditioners, Clothes Lines and Satellite Dishes shall be screened from view so they are not visible from the street or any adjoining parkland.
- (g) The Lot must be kept in a neat & tidy condition and maintained free of weeds, overgrown grass & shrubs and rubbish before, during and after the construction of a dwelling. During construction, all building waste must be placed in a suitable receptacle or skip bin and cleared regularly.

## 2.3 OCCUPATION REQUIREMENTS

- (a) Any dwelling constructed on a Lot must not be occupied until:-
- (i) The dwelling has been issued with a certificate by the relevant certifying authority approving it for occupation.
  - (ii) The dwelling has received approval from and been connected to all necessary services.
  - (iii) All side and rear boundary fencing has been completed.
  - (iv) The driveway, crossover and paving forward of the front wall of the dwelling has been completed.



**3.0 USE OF A LOT**

- (a) No advertising signs or hoardings are permitted on any Lot with the exception of a sign for the sale of a dwelling or signs required in connection with the construction of a dwelling.
- (b) Any auxiliary vehicles such as trailers, caravans, motor homes and boats must be parked at the rear of the dwelling so as not to be visible from the street or adjacent parkland. Un-registered vehicles or any vehicle over 3 tonnes in weight shall not be kept on any Lot.
- (c) No temporary buildings, tents or other structures may be erected or occupied on any Lot.

**4.0 RE-ZONING BY THE SELLER**

The Buyer covenants and agrees with the Seller that neither the Buyer nor any successor in title of the Buyer shall object to or appeal against any application by the Seller to Zone or Re-Zone any part of the Estate excluding the Lot owned by the Buyer.

**5.0 RIGHT TO EXCLUDE OR VARY THIS COVENANT**

The Buyer covenants and agrees that the Seller has the sole right to exclude the enforcement of any of these covenants or to vary any covenant the Seller sees fit.

**ACKNOWLEDGEMENT**

The Buyer acknowledges that they have received and read all pages of the Building Covenants for the Oxford Woods Estate and agree to comply with and be bound by these covenants.

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Buyer 1 Signature

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Buyer 1 Name

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Witness Signature

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Witness Name

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Buyer 2 Signature

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Buyer 2 Name

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Witness Signature

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Witness Name

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Seller Signature

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Seller Name