



SEASCAPE GROVE

BUILDING COVENANTS

Section A – Design Requirements

Section B – Approval Procedure

Lot number -

Buyer's name -

Buyer's signature -

Buyer's signature -

Seller's name - W.B & M.E Walls

Seller's signature -

Seller's signature -

1. BUILDING COVENANTS – DESIGN REQUIREMENTS

All applications, dealings and approvals shall be dealt with by the Seller. The Buyer shall not seek approval of any plans, specifications, or such other information as may be required to obtain building approval or certification for the Buyer's proposed construction, until such time as the Buyer has received from the Seller a signed final drawing approval.

1(a) IDENTIFICATION OF BUILDING COVENANTS

These are the Building Covenants referred to in the Standard Special Conditions contained in the annexed Contract of Sale.

1(b) COMMENCEMENT ON SITE

No building, outbuilding, garage, carport, shed, fencing, swimming pool or excavation shall be commenced unless working drawings showing the design, materials for external elements of the structure, wall, roofing or such other combination of materials have been submitted to Waldele Park Pty Ltd and approved in writing by Waldele Park Pty Ltd prior to application for a building permit being lodged or obtained from Kempsey Shire Council or private certifier.

Waldele Park Pty Ltd may grant or refuse such approval or grant such approval subject to such conditions as Waldele Park Pty Ltd may determine in its absolute discretion.

1(c) USE OF LAND

The land shall only be used as a site for a single unit private dwelling. No more than one main building shall be erected on each lot on any lot shall not be used other than a private residential dwelling, however the building may be used for professional persons in the practice of their business as long as they comply with Kempsey Shire Council's Local Environment Plan.

1(d) DWELLINGS

i. Setbacks

A minimum street boundary setback of 6 metres is required. For corner lots, the minimum setback from the secondary frontage is 3 metres. Side boundary setbacks of a minimum of 900mm are required.

Zero lot lines will not be accepted.

ii. Minimum floor areas

Single dwelling - The total minimum gross external floor area shall be at least 190 square metres.

Areas not included - Floor areas of garages, carports, under soffits, entry porches, breezeways or roofed external areas, are not included in the calculation of minimum floor area unless specifically approved by Waldele Park Pty Ltd

iii.Design

In view of the unique location of this project, set amongst undulating parkland, Waldeil Park Pty Ltd encourages the Buyer to design their houses to complement the environmentally sensitive character of the region.

Main building – As such the design of the main building and outbuildings, suitability for use on the Land, adjustment to the natural topography of the lot, orientation, floor levels, and use of materials and colours are subject to approval by Waldeil Park Pty Ltd and are to be shown on the approved drawings. Houses are to take cognizance of the climate conditions of the area and the estate's unique location. The Buyer is encouraged to include eaves, verandahs, awnings, porches and shutters adding to the articulation of the building and to assist with achieving energy efficiency within the dwelling.

The Buyer is encouraged to design their residence such that it allows for street appeal.

The colours of external building materials and finishes are to be selected to be subdued in colour intensity and be non-reflective. In an established streetscape context, the ambient colours are to be considered and proposed colours are to be harmonious with the existing neighbouring dwellings. Colour accents will be considered in their context and may be approved.

Roof pitches – Roof planes shall be pitched and the roof slope shall be greater than 21.5 degrees unless otherwise approved. Where flat roofs are required, the front façade will require addition relief, and only be permitted as minor roof structures. Curved roof forms will be considered on their merits.

Eaves – Eaves must be provided generally and are to have a minimum of 450mm overhang. Any alterations to this specification are to be submitted to Waldeil Park Pty Ltd in writing.

Covered entrances – The main entrance must be provided with an articulated covered entry porch compatible with the overall design of the residence.

Outbuildings – (garages, carports, sheds, toolsheds, playhouses, pergolas etc.) design, appearance, external colours and materials of all outbuildings shall be integrated with the design of the main building through the combined use of materials, colour and finishes.

Foundations – Raw concrete, steel or other stumping used in foundation work or supports shall be incorporated into the architectural and structural design of the dwelling.

High-set structure – When a dwelling is of high-set design, the lower storey of a high-set building shall be suitably enclosed and designed.

Privacy of neighbouring occupiers must be considered in relation to overlooking from balconies, decks and windows.

iv.Materials

Street appeal is to be addressed through the use of masonry, light-weight or alternative materials and the use of rendered finish and other textures.

All materials – Only new good quality building materials shall be used for construction.

Dwellings – Dwellings may be constructed of masonry or alternatively of composite construction, that is constructed in a combination of materials used for external cladding. Full fibre cement is permitted where such cladding is coated by an approved texture coating to resemble masonry or cement render or natural timber weatherboards painted to complement the overall amenity of the estate or such other material as Waldel Park Pty Ltd may approve in writing.

Façade – Brick may only be used as features, infills or courses along the edge of façade.

Unpainted galvanized iron and Zincalume finishes, white roofs or other highly reflective finishes will not be approved as materials for building work.

v. Workmanship

All construction shall be carried out in a tradesman-like manner and in accordance with Australia Standards and the Building Code of Australia.

1(e) GARAGE/PARKING

i. Garage

A minimum of a double lock-up garage shall be built at the same time as the main building and shall be of similar design to the main building and constructed of identical materials, finishes and colours.

The garage entry is not to be flush with the front wall of the house. Double lock-up garages shall not be tandem parking.

ii. Screening

A carport must be screened on at least three sides and be of similar design, materials, finishes and colours to the main building design.

iii. Driveways

Driveways shall:

- Be less than 3 metres wide at the street boundary;
- Extend from kerb edge to the garage/carport;
- Extend to the full depth of a carport;
- Be constructed of pavers, exposed aggregate, stamped coloured concrete, or coloured textured concrete;
- Be constructed prior to occupation of the main building.

Plain concrete driveways are unacceptable.

1(f) SITE WORKS

i. Tree Removal

Protect - Trees on neighbouring land may not be removed or damaged.

Streetside trees shall be protected during construction. Any damage caused during the construction by the Buyer must be repaired and paid for by the Buyer.

Removal – Fallen trees, logs and branches must be removed from the estate and must not be placed onto neighbouring land.

ii. Excavation

Spoil/fill – Spoil shall not be removed from, nor fill placed upon the land except by way of excavation in accordance with the approved working drawings.

Excavation/fill material shall not be placed on or removed from neighbouring land.

Maximum height – Excavation or fill may not exceed 1200mm height from the natural ground level of the land.

iii. Retention of embankments

Retention – All cut and fill embankments shall be retained as prescribed by the local authority and as follows:-

Embankments – Where a slope is greater than 1:1.5 or higher than 900mm the embankment shall be retained by log, sleeper, masonry, concrete or other approved retaining walls and are to be shown on the working drawing. Retaining walls greater than 1 metre will require Structural Engineers design and certification.

Installation – Retaining walls within 1.5 metres of a property line shall be erected before construction of the main building wall commences.

All embankments shall be retained prior to habitation of the main building.

iv. Drainage

Drainage – Shall be provided at the foot of each embankment or retaining wall.

Stormwater – Shall be discharged to the designated weep hole in the street kerb or to the drain provided. Existing concrete kerbs are not to be penetrated in any way without the consent from Waldele Park Pty Ltd.

Surface water – Shall not be directed onto neighbouring land. Surface drainage shall be formed to direct surface water run-off to gullies and/or the street front.

1(g) FENCING, WALLS & SCREENS

i. Design

Completion – Fencing to all boundaries must be completed within one month of occupation of the main building.

Fencing – Fencing may not be fixed to retaining walls unless approved by Waldele Park Pty Ltd in writing.

Height – Maximum 1.8metres.

Infill Panels – Treated timber, black looped pool fencing, painted shaped picket palings, stone or sandstone and iron features may be approved.

Masonry Fencing – Rendered or bagged finishes are to match the finishes and textures used in the main building. Colours should also be complementary.

Screens – All clothes lines and utility areas are to be screened from view from public areas.

Non-approved – Fibro-sheeting and Colorbond® or similar fence sheeting products will not be approved as fencing materials.

All fences must be approved by Waldel Park Pty Ltd in writing.

ii. Fencing between adjoining allotments

Timber fences – Boundary fencing between adjoining allotments shall be constructed of lap-jointed treated pine palings with hardwood timber posts and must be capped with a continuous weatherboard top-plank. The timber is to be of good quality.

Masonry fencing – Render and bagged brickwork/block work is to match the main building.
Extent – Fencing shall not extend beyond the face of the building set-back alignment from the front boundary without specific approval being obtained from Waldel Park Pty Ltd.

Any fence erected on a lot dividing it from any adjoining land owned by the Seller is to be at the expense of the Buyer.

iii. Street-front fencing

Street-front fencing – No fence shall be constructed between the building set-back line and the street boundary.

Corner allotments – Street-front fencing to the minor road of corner lots must be masonry (to match the dwelling) with infill panels and shall not extend into the building setback area unless specifically approved by Waldel Park Pty Ltd. Timber fencing will not be permitted to street front boundaries unless represented in as infills to the main fence or is a combination of material creating a desired effect and reflective of the style of dwelling. The position and materials to be used for fencing must be indicated on the submitted drawings.

Infill panels – Treated timber, black looped pool fencing, painted picket palings, stone or sandstone and iron features may be incorporated.

Specific design considerations and approvals by Waldel Park Pty Ltd are applicable.

Fencing onto parkland – Where allotments back or abut parkland the fencing for these lots shall be black looped pool fencing.

Waldel Park Pty Ltd will construct the fencing along specified boundaries throughout Seascap Grove – this fencing is not to be tampered with, removed or added to in any way.

I(h) LANDSCAPING

Extent – Plant and maintain a substantial quantity of trees and shrubs and lay good quality turf over the remainder of the land including the strip between the boundary and the kerb line.

Planting is to complement the architecture of the dwelling with at least one tree capable of growing to a minimum height of 3 metres.

Completion time - The landscaping between the building and the kerb line must be complete within one month of occupation of the main building and the remainder must be substantially completed within 6 months.

Maintenance - Maintain the landscaping between the street frontage and the kerb line.

1(i) SIGNS

Size - No sign shall exceed one square metre in area.

Type and number - One 'Builder's' sign and one 'For Sale' sign only may be erected on the Land at any one time.

Design - Permanent signs shall be of high quality sign writing and design and approved by Walde Park Pty Ltd in writing prior to display. Hand written signs will not be approved.

1(j) ADDITIONAL FIXTURES

1(j) Letterboxes-Design is to compliment the main building and located adjacent to the driveway. Letterboxes must be completed within one month of occupation of the dwelling.

Incinerators - Not permitted.

Garden sheds - Includes garden sheds and tool sheds that are separate from the main building must be less than 3 x 3 metres in plan and less than 2.1 metres in height and concealed from view. White or highly reflective colours may not be used.

Rainwater tanks - Are to be screened from the street and public view.

Rubbish bins - Are to be stored behind screening and are not to be left out beyond the front setback to the dwelling house, unless it is collection day.

1(k) ADDITIONS AND EXTENSIONS

Additions and extensions to the main buildings, outbuildings and other structures - including new verandahs, pergolas, outbuildings, sheds, swimming pools, retaining walls, and garden structures are subject to the same covenant requirements as the main building and application for final approval must be made to Walde Park Pty Ltd in the same manner as the original building applications.

1(l) TEMPORARY BUILDINGS

Dwellings/buildings from another site, caravan, privy or anything that could be an eyesore shall not be brought onto or erected on the Land.

1(m) CARAVANS, CAMPERVANS, BOATS, TRAILERS, COMMERCIAL VEHICLES, SURPLUS UNREGISTERED CARS.

Such vehicles parked or stored on the land shall be screened from public view behind the 6 metre building setback line by fencing, gates or dense planting. Commercial vehicles larger than those detailed by the Council laws shall not be parked on the estate.

I(n) CONSTRUCTION AND MAINTENANCE OBLIGATIONS

i. Keep clean and tidy

The Buyer shall keep the Land in a neat and tidy condition and free of weeds and rubbish before, during and after building works. No excavation material, trees, rubbish, builders' waste or other substances whatsoever shall be deposited or held on the neighbouring land at any time.

A bin or enclosure shall be provided on site for the duration of the construction period for collection of all Builders' rubbish and be emptied as waste accumulates. Builders must abide by the Environmental Protection Agency Legislation. Builders must erect erosion and sediment control barriers on the site to prevent discharge into drains and waterways. This should be erected once the initial site works have been commenced.

ii. Retention of embankments

Retaining walls shall be erected immediately after the site works have been completed and before commencement of construction of the main building.

iii. Improvements

Improvements on the Land shall be effected only in accordance with working drawings fully approved by Waldel Park Pty Ltd.

iv. Construction time

Total construction time of the main building shall not exceed 12 months from commencement of work and must be commenced within 3 years of the settlement of the land.

v. Continuity of construction

No building works shall be left incomplete or without substantial work being carried out for a period longer than 2 months.

vi. Street trees and adjoining surfaces

Street trees, paving and turfed surfaces adjacent to a property are to be protected by the Buyer for the duration of construction and if damaged or removed during construction works are to be replaced by the Buyer at their expense.

vii. Building Contract to bind Builder to comply with these Building Covenants.

The Building Contract entered into by the Buyer for the construction of a residence, garage, shed, fence, swimming pool or addition to any of the foregoing shall contain a clause with states:-

"The Builder shall comply with the requirements of the Seascapes Grove Building Covenants for the duration of the works under Contract and will not commence work on the site unless he has sighted or has in possession a copy of the letter of approval issued by Waldel Park Pty Ltd.

Occupancy

Occupation of a residence shall not commence until:

- Final building Certification is issued by the Principal Certifying Authority;
- Functional window coverings (blinds & curtains) are installed to any clear glass window visible from the street;
- Driveways are installed and completed.

viii. Investment/rental properties

Where any property is purchased for investment/rental purposes the Buyer must ensure the obligations of the Building Covenant are passed onto the Investor or the Tenant.

1(o) CARE & ONGOING MAINTENANCE OF LAND

i. Normal maintenance

From the date of purchase of the land whilst the building works are in progress, and from then on, the Buyer shall:-

- a) Comply with these Covenants;
- b) Keep the land clear of excessive weeds by mowing;
- c) Maintain the Land in an acceptable state and free of rubbish and garbage;
- d) Not dump, or store or leave on the Land any spoil building or other materials;
- e) Not park vehicles on the Land other than in designated positions on paved surfaces;
- f) Conceal from view any vehicles not registered and/or in good repair.

ii. Obligatory rubbish removal, slashing, maintaining and clearing

Should the Seller notify the Buyer that rubbish removal, slashing, maintaining or clearing of the Land is necessary to maintain the tidy presentation of the Estate the Buyer shall carry out the works within 14 days.

If the Buyer fails to comply with the request to remove rubbish, slash, maintain or clear, the Seller may employ a contractor to carry out the rubbish removal, slashing, maintaining or clearing and the Buyer shall pay the Seller for the costs incurred thereby.

iii. Continuing maintenance

After completion of the building works, the Buyer shall maintain the landscaping and lawns within the land and that part of the landscaping which extends from the street alignment to the kerb line.

iv. Animals

No animal, livestock, or poultry shall be brought onto, raised, bred or kept on the Land without the prior approval of the local authority, other than a domestic cat or dog registered with the local authority. Cats are to be restrained on the property/allotment from sunset to sunrise to prevent wandering/creating nuisance.

2. BUILDING COVENANTS – APPROVAL PROCEDURE

2(a) APPROVALS REQUIRED BEFORE COMMENCEMENT – GENERAL

i. Prior to the commencement of any Building or Site-Works operation on the Land

The buyer shall deliver to Waldel Park Pty Ltd plans and specifications of the work and such other information as may be required to enable Waldel Park Pty Ltd to determine the nature of the construction and for Waldel Park Pty Ltd to consider giving its approval.

ii. Definition – Building and Site-Works

Includes the construction, alteration, renovation or repair of any building, garage, carport, pergola, outbuilding, fence, retaining wall, external sign, boarding, external floodlighting, external fittings, landscaping, driveways, swimming pool, garden structure, and general site excavation.

iii. The buyer shall not submit to the local authority or private certifier for that authority's approval any plans, specifications or such other information as may be required to obtain building approval in respect of the Buyer's proposed building operation until such time as the Buyer has received written final drawing approval from Waldel Park Pty Ltd.

2(b) APPROVAL PROCEDURE

The following approval sequence shall be followed:-

Step 1 – Waldel Park Pty Ltd Approval

Step 2 – Local Authority or Private Certifier Approval

STEP 1 - WALDEL PARK PTY LTD APPROVAL STAGE

A Submission of working drawings

Before the buyer or his builder applies for a building approval from Kempsey Shire Council or private certifier and prior to any works commencing upon the land, the buyer shall submit to Waldel Park Pty Ltd for its approval 2 copies of the working drawings and specifications identical to those which are to be lodged for Development Consent and Construction Certification for the development of the land.

B Information required

The final working drawings, in addition to usual detailed local government requirements, must show documented particulars of all information required including:

a) Site plan (min scale 1:200)

- Existing contours – at 500mm vertical intervals;
- Excavation, fill and finished ground levels;
- Retaining walls – location, extent and height;
- Drainage of the Land;
- Trees to be removed or retained;
- Driveway location, finish and parking provisions;
- Fencing – extent, location and type;
- Swimming pools (proposed location)
- Ancillary structures (pergolas, sheds, carports, gazebos etc);
- Landscaping – lawn areas, massed planting areas, paving;
- All setbacks and the location of all buildings and structures on the Land.

b) Floor plans (min scale 1:100)

- Internal layouts;
- Floor area calculations;
- Proposed floor levels.

c) Elevations (min scale 1:100)

- Finished ground levels;
- Materials for external walls and roofing.

d) Cross sections (min scale 1:100)

- Existing natural ground level;
- Proposed finished ground levels;
- Finished cross-section detailing cut, fill, retaining walls and materials.

C Final approval advice

Final Drawings will be submitted to the *Waldel Park Pty Ltd* Review Panel. The panel shall advise its final approval of the working drawings within 10 days of receipt thereof or require that the buyer amend them to comply with the Building Covenants, and shall indicate its approval or otherwise in not more than 7 working days after receiving any required amendments.

STEP 2 – LOCAL AUTHORITY OR PRIVATE CERTIFIER APPROVAL STAGE

Upon the Buyer receiving the final drawing approval from *Waldel Park Pty Ltd*, the Buyer shall submit identical documents (amended as may be required) to Kempsey Shire Council or Private Certifier and obtain Development Consent and Construction Certificate.

CONSTRUCTION OF YOUR NEW HOME MAY NOW COMMENCE.

Waldel Park Pty Ltd, Seascape Grove, its Architects, and/or its employees or representatives do not accept any responsibility for the suitability or soundness of construction of the completed Buildings or the associated site development works. The documents supplied by the Buyer to the Seller have not been checked for compliance with any structural, health or planning requirements, or for the suitability of the building for the use to which it may be put. Any approval issued under these Building Covenants is not a approval under the requirements of the Environmental Planning and Assessment Act, or any other Act or Regulation.

The Seller may update these Building Covenants with new versions at any time.



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