

# PEREGIAN BREEZE COVENANT



## PEREGIAN BREEZE COVENANT

The Covenant has been created to ensure building, design standards, maintenance and the overall appearance of the Estate is of a comparably high standard in order to protect and enhance your investment and lifestyle. The Covenant forms part of your contract of sale.

The Developer encourages creative use of materials, sustainability measures and landscaping that are in keeping with the natural surrounds and coastal ethos.

When considering the appropriate home design for your particular circumstance, it is essential to ensure that all Covenant requirements are met.

Home plans, siting plans, Front Façade colour and material schedule (and if applicable, front fencing design and outbuilding design) must be submitted to the Developer for approval prior to commencement of any works on site (see attached Covenant Assessment Form for checklist).

### 1. Siting & Setbacks

The Maroochy Code 2000 must be adhered to in relation to siting and setbacks of the home. For setbacks not detailed in the Maroochy Code 2000, the Queensland Development Code must be adhered to. For a general guide to setbacks refer to the tables at the end of the Covenant.

### 2. Size

- For lots less than 400sqm, the internal floor area of the home must be a minimum of 160 sqm including the area of garage, alfresco or portico.
- For lots 400sqm or greater, the internal floor area of the home must be a minimum of 200 sqm including the area of garage, alfresco, porch or portico.

### 3. Front Façade

Front façade width requirements are to be adhered to as outlined below unless otherwise restricted by the allowable setbacks per the relevant code.

- For single storey homes, the Front Façade must be a minimum of 75% of the width of the Land.
- For two storey homes, the Front Façade must be a minimum of 75% of the width of the Land and upper floor area must be less than the ground floor area.
- Front Façades must have a covered front entrance area with a minimum depth of 1.5m.
- For corner lots, both street frontages must comply with the Front Façade provisions of the Covenant, except for the covered front entrance area which is only required on one street frontage

### 4. Roofs

- Pitched roofs must have a minimum pitch of 25 degrees.
- Skillion roofs must have a minimum 12 degree pitch for the primary roof and minimum 5 degree pitch for the secondary roof.
- Flat parapet roofs and curved roofs are permitted.
- Eaves must have a minimum projection of 450mm.
- Roofs must be constructed of either Colorbond, profiled metal roofing or flat glazed concrete roof tiles.

### 5. Garages

- Homes must incorporate a garage under the main roofline capable of housing 2 cars side by side.

- Garages must be set back or forward of the front building alignment a minimum of 450mm.
- Carports are not permitted.
- Rear yard access through the garage or side fence access should be considered for parking trailers, boats, caravans, etc. Trailer, boats, caravans and other items of a like nature must not be visible from the street.
- Any duplex dwellings driveways and garages must have separate street frontages where possible.

## 6. External Finishes

- External cladding to the Front Facade must be constructed of either rendered brick or light weight cladding such as "Hebel" and "Blueboard" with a rendered finish. No face brick is permitted as a primary cladding to the Front Facade.
- Secondary Front Facade external cladding is permitted but must not consist of more than 40% of the total Front Facade area.
- Secondary Front Facade external cladding must be constructed of either timber, texture coated fibre cement, profiled FC weatherboards (e.g. Primeline & Linea boards), stone or face brick.
- External finishes must continue 1m on the side external wall returns.

## 7. Colours

Roofs, Front Facades and front fencing colours must be in keeping with the coastal colour palette of neutral colours. Bright colours are discouraged. A colour palette must be submitted along with housing plans for approval by the Developer (refer to attached Covenant Assessment Form ).

## 8. Second Hand Materials

- A home must not be constructed from second hand or substandard materials.
- Removal homes are not permitted.

## 9. Landscaping

Landscaping must be completed to the following standard prior to occupancy of the home:

- turf to the front yard;
- trees and shrubs; and
- a letterbox constructed of material consistent with those used to construct the dwelling home.

## 10. Maintenance

- The Owner must keep the Land clean and tidy and remove all weeds and rubbish and other unnecessary materials from the Land and surrounding area before, during and post construction of the home.
- All construction waste or rubbish must be stored in a skip or similar receptacle situated on the land and excavation material, vegetation, builders' rubbish or other substances must not be deposited on adjoining lots and/or vacant land.
- Proper and effective silt barriers must be installed prior to and during construction. All silt and other material must be contained within the boundaries of the Land and not permitted to escape onto neighbouring lots, parks or the road reserve.
- Total construction time for a home must not exceed twelve (12) months.
- Homes must not be left without substantial work being carried out for longer than one (1) month.

## 11. Fencing

- Prior to occupancy of the home, privacy fencing must be installed on the side and rear boundaries of the Land and constructed to a maximum 1.8m in height as measured from the finished surface level of the Land.
- The fencing must be constructed to a minimum standard of good neighbourhood lapped and capped timber fencing.
- Front fencing must be approved by the Developer and must be constructed of rendered brick or

concrete pillars with infill panels to allow a 50% transparency with materials such as a pool fence, metal batons (powder coated metal posts), hardwood stained slats or similar and colour coordinated with the home. Corner lots must comply with this standard on both street frontages.

- Fencing on top of retaining walls over 1m in height must not exceed 1.5m in height. All rails are to face the lower lot for safety reasons.

## **12. Retaining Walls**

The following will apply to retaining walls:

- split face masonry walls, coloured concrete sleeper and boulder retaining walls are permitted;
- retaining walls over 1m in height must be designed and certified by a suitably qualified engineer; and
- timber sleeper type retaining walls are not permitted.

## **13. Driveways**

Prior to occupancy of the home, the Owner must construct a driveway that complies to all of the standards set out below:

- A minimum of 3.0m in width;
- not greater than 4.8m wide at the street boundary;
- extends from the kerb edge to the garage;
- the finished surface level of the driveway must be consistent with any existing footpaths that it may cross;
- surface materials and colours are to compliment the home and may consist of concrete or clay pavers laid over reinforced concrete base, exposed aggregate or coloured concrete with a stamped or stencilled finish;
- undercoated grey, broom-finished concrete and bitumous driveways are not acceptable; and
- car track driveways are not acceptable.

The use of other products or materials must be approved by the Developer prior to commencement of works.

## **14. Outbuildings**

Outbuildings must not be visible from the street. Outbuildings of 9 sqm or less are permitted and do not require approval by the Developer.

Any outbuilding (including garage, workshop, garden shed, storage shed or other outbuilding) greater than 9 sqm must be approved by the Developer and built to the following standards;

- external walls of the outbuilding to be constructed of brick, stone, brick veneer or Colorbond® type steel or any combination of those materials and are consistent in materials and colour to that of the home; and
- the roof of the outbuilding is constructed of tile, slate or non-reflective Colorbond® type steel or any combination of those materials.

## **15. Clothes Lines & Services**

Clothes lines, drying areas and services such as hotwater systems and airconditioning units must not be visible from the street.

## **16. Recreational Vehicles**

Any plant or machinery or any recreational vehicle or commercial motor vehicle (including without limitation a caravan, boat, box trailer, boat trailer, truck and car trailer) must not be left or parked on the street or on the Land between the building line of the home and the front boundary of the Land or on the nature strip or footpath (unless either of those occur during the normal course of business by a visiting trades person).

## **17. Removal of Existing Items**

The Owner must not mutilate or remove in whole or part from the Land or any reserve in the Estate, any tree or part of any tree, fence, irrigation pipe, underground pipe or conduit without the prior written approval of the Developer.

## **18. Design Plan**

The Owner must not commence, carry out, erect, construct or alter any development on the Land without applicable plans and

specifications including finishes and colour schedules (refer to attached Covenant Assessment Form for design checklist) being first prepared, submitted and approved by the Developer in writing and then only in compliance with any conditions (consistent with any restrictions affecting the Land) imposed by the Developer in respect of that approval.

#### **19. Display Homes**

The Owner must not permit any home constructed on the Land to be used for the purpose of a Display Home or for the purpose of marketing Homes unless the prior written consent of the Developer has been obtained.

#### **20. Duplexs**

Duplex homes are permitted on duplex lots as identified in the Local Authority Development Approval. Duplex homes must adhere to the relevant codes as detailed the Supplementary Table of Assessment.

#### **21. Signage**

The Owner must not erect, permit or allow to be erected or to remain erected on the Land any advertisement, hoarding, sign or similar structure and will not permit the Land or any buildings constructed thereon to be used for the display of any advertisement sign or notice provided that this restriction shall not prevent the display of the nameplate or light of any medical practitioner, dentist, legal practitioner or other such professional trade or business nameplate.

#### **22. Temporary Structures**

Temporary structures must not be constructed or erected on the Land except in connection with the construction of the permanent and fixed home.

#### **23. Estate Features**

The Developer may construct a fence, wall or other feature (Estate Feature) on or within the boundary of the Land. The Owner must maintain the Estate Feature in good order and condition as at the date of construction or purchase of the Land by the Owner, whichever is later, and must not alter the Estate Feature without the prior written approval of the Developer. The Developer may enter the Land to remedy (at the Owners' cost) any breach of the Owner's obligations under this clause.

Any Estate Feature must not be removed or altered without the prior written consent of the Developer and the adjoining lot owner.

#### **24. Kit Homes, Pre-fabricated & Used Dwellings**

The Owner must not build or allow to be built a home or structure on the Land which is any of the following:

- kit home;
- pre-constructed or pre-fabricated dwelling (whether new or used) which is built off-site; and
- previously used or second hand home (for example, a pre-used Queenslander style home).

#### **25. Development Approval Conditions**

The Owner acknowledges that the Local Authority Development Approval and Supplementary Table of Assessment applying to the Estate and/or the Land may contain restrictions and requirements in relation to the construction of improvements on the Land (for example, setback requirements) and the Owner agrees to comply with such restrictions and requirements.

The Owner acknowledges having received a copy of the Local Authority Development Approval with the contract for the purchase of the Land.

#### **26. Sale by Registered Owner**

The Owner must not sell, transfer, dispose of, lease or in any other way part with possession of the Land, without first delivering to the Developer a deed in a form acceptable to the Developer signed by the purchaser, transferee, disponent, lessee or assignee. The deed must contain the following:

- a covenant by the purchaser,
- transferee, disponent, lessee or assignee agreeing to be bound by and to comply with the Covenant; and
- a covenant that the purchaser,
- transferee, disponent, lessee or assignee will ensure any subsequent purchaser, transferee, disponent, lessee or assignee will obtain a further deed on these terms.

The Owner indemnifies the Developer for any costs or damages the Developer may suffer as a result of future purchasers, transferees, disponees, lessees and assignees not being bound by the Covenant due to a breach by the Owner of this clause.

### **27. Innovative Design**

The Developer at its discretion has the authority to approve on its merits any innovative or diverse designs that do not meet the requirements of the Covenant.

### **28. Non-Duplication**

In order to comply with the Developer's requirements for non-duplication of homes in the Estate, the home constructed on the Land must not be substantially the same in design, colour or construction as any other home or proposed home that is situated within 2 lots on either side of, or on an opposite lot to the home constructed on the Land.

### **29. Reservation**

- The Owner acknowledges and agrees that the Developer has the right to vary, exclude or elect not to enforce any of the Covenants in respect of the Land and any other lots in the Estate. The Owner specifically absolves the Developer from any liability of any nature for any action taken in varying, electing not to enforce or exclude any part of the Covenant.
- The Developer has not promised to enforce, and the Owner cannot require the Developer to enforce, any Covenants against any other owner.
- The Owner acknowledges that the Covenants are not intended to create any legal duty enforceable by a third party pursuant to section 55 of the Property Law Act 1974 (Qld).

### **30. NBN**

The Developer discloses that it has or intends to enter into an agreement with NBN Co Limited in respect of the Estate. In-home wiring must comply with the requirements of NBN in-home wiring guide and the Owner and their builder is responsible for these requirements.

### **31. Compliance with the Covenant**

The Owner acknowledges the following:

- that in the event that the Owner does not strictly comply with the Covenant, the Developer will have legally enforceable rights against the Owner, including the right to seek orders from the Courts compelling compliance by the Owner, the right to enter onto the Land to undertake works to remedy a non-compliance and/or the right to seek damages against the Owner; and
- the Owner hereby irrevocably grants to the Developer or its agent, a licence to enter onto the Land to undertake work reasonably necessary to rectify any non-compliance with the Covenant (at the Owners' cost), such right not to be exercised until after notice has been given by the Developer to the Owner to rectify the breach and that breach has not been rectified within the period provided for in the notice.

### **32. Restrictions to Cease**

The Covenants shall cease to burden any lot in the Estate with effect from 31 December 2020.

### **33. Joint and Several**

The Owner (if more than one person) agrees that they are jointly and severally liable in relation to the obligations pursuant to the Covenant.

### **34. Severance**

Any void, voidable, unenforceable or illegal term of the Covenant may be severed unless to do so will result in a change to the basic nature of the Covenant.

### **35. Change of Use**

The Land is sold as a single dwelling or duplex dwelling and any change of use/subdivision must be approved by the Developer prior to lodgement with the Local Authority. The Developer retains the right to refuse any such application in its absolute discretion.

## **36. Glossary**

### **Covenant**

Peregian Breeze Estate Covenant

### **Developer**

Cresselly Pty Ltd

### **Development Approval**

Change to an existing Approval issued by the Local Authority dated 2 June 2014

### **Estate**

Peregian Breeze Estate,

131 Old Emu Mountain Rd, Peregian Springs,  
Queensland

### **Front Façade**

The front visible wall from the street the dimension of which is calculated from the exterior face of the side walls.

### **Land**

The subject property referred to in the contract of sale.

### **Local Authority**

Sunshine Coast Regional Council

### **Owner**

The registered owner of the Land

### **Owner's Acknowledgement**

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Buyer:

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Witness:

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Buyer:

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Witness:

# SETBACK REQUIREMENT TABLE



## Setbacks

The Maroochy Plan regulates front setbacks that homes and garages have to the street but is silent with regard to side and rear setbacks. As such the side and rear setbacks are governed by the Queensland Development Code.

Setbacks are measured from the outermost projection of the home.

**Table 1: Front Setbacks**

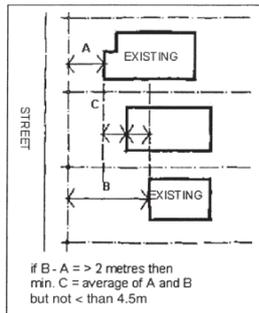
The Maroochy Plan states that new residential dwellings (detached homes or display homes) must have a minimum front setback of 6 metres. The plan allows for a relaxation of this to an absolute minimum front setback of 4.5 provided certain requirements are met. Below is a table that describes the front setbacks in more detail.

**Table 1: Front Setbacks**

<p><b>A.1</b></p> <p><b>Dwellings Adjoining vacant lots</b></p>	<p>Minimum 6 metres, <b>or</b></p> <p>Minimum 4.5 metres provided that:</p> <ul style="list-style-type: none"> <li>the Detached house or Display home has a minimum eaves width of 600mm on the street elevation, and</li> <li>a minimum of one habitable room window or transparent door with a direct outlook to the street.</li> </ul>
<p><b>A.2</b></p> <p><b>Dwellings Adjoining existing development</b></p>	<p>Minimum 6 metres, <b>or</b></p> <p>Minimum 4.5 metres provided that:</p> <ul style="list-style-type: none"> <li>the Detached house or Display home has a minimum eaves width of 600mm on the street elevation, and</li> <li>a minimum of one habitable room window or transparent door with a direct outlook to the street. <b>or</b></li> </ul> <p>Where there is a difference between the setbacks of the adjacent buildings, the setback difference cannot be more than 2 metres between the two buildings (but not less than 4.5 metres from the front boundary)</p> <div data-bbox="592 1688 852 1998" data-label="Diagram"> </div>

Or

If there is a difference of more than 2 metres then the average of the adjacent buildings setback (but not less than 4.5 metres from the front boundary).



**A.3**

**Dwellings on Corner Lots**

**Nominated Road Frontage:**

Minimum 6 metres, or

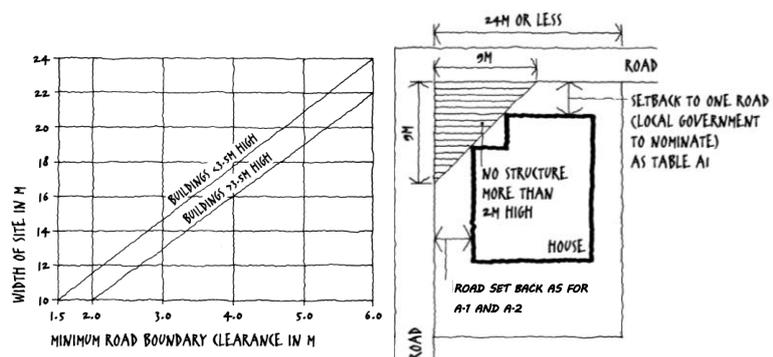
Minimum 4.5 metres provided that:

- the Detached house or Display home has a minimum eaves width of 600mm on the street elevation, and
- a minimum of one habitable room window or transparent door with a direct outlook to the street.

or

Where the lot has an average depth\* of 24 metres or less\*\* for the nominated road frontage the setbacks will be as shown in Table A.1 below,

**Table A1**



and

**Other road frontage:**

Minimum 6 metres, or

Minimum 4.5 metres provided that:

- the Detached house or Display home has a minimum eaves width of

	<p>600mm on the street elevation, and</p> <ul style="list-style-type: none"> <li>• a minimum of one habitable room window or transparent door with a direct outlook to the street.</li> </ul> <p>No building or structure over 2 metres high is built within a 9 metre by 9 metre truncation at the corner of the 2 road frontages.</p>
<p><b>A.4</b></p> <p><b>Garage setbacks (including corner lots)</b></p>	<p>The minimum front setback for garages is:</p> <ul style="list-style-type: none"> <li>• 6 metres; and</li> <li>• garage doors facing the street (ie:- within 0 to 45 degrees of parallel to the street) have a maximum aggregate width of 6m, or 50% of the allotment frontage width, (whichever is the lesser).</li> </ul>

\* Depth of a lot means: either the dimension at right angles to the road boundary or the average of the relevant dimensions at right angles to an irregular road boundary.

\*\* Under the Standard Building Regulation where average depth of a lot is 24 metres or less, a local government must nominate the road frontage allowing a reduced road boundary setback.

## Queensland Development Code

### Side and rear setbacks

The Maroochy Plan 2000 is silent with regard to side setbacks and as such the Queensland Development Code applies.

**Table 2: Side and Rear setbacks**

Road Frontage in metres	Height in metres	Side and rear setback in metres
Greater than 15	4.5 or less	1.5
	greater than 4.5 but not more than 7.5	2
	greater than 7.5	2
14.501 – 15.000	4.5 or less	1.425
	greater than 4.5 but not more than 7.5	1.900
14.001 – 14.500	4.5 or less	1.350
	greater than 4.5 but not more than 7.5	1.800
13.501 – 14.000	4.5 or less	1.275
	greater than 4.5 but not more than 7.5	1.700
13.001 – 13.500	4.5 or less	1.200
	greater than 4.5 but not more than 7.5	1.600
12.501 – 13.000	4.5 or less	1.125
	greater than 4.5 but not more than 7.5	1.500
12.001 – 12.500	4.5 or less	1.050
	greater than 4.5 but not more than 7.5	1.400
11.501 – 12.000	4.5 or less	0.975
	greater than 4.5 but not more than 7.5	1.300
11.001 – 11.500	4.5 or less	0.900
	greater than 4.5 but not more than 7.5	1.200
10.501 – 11.000	4.5 or less	0.825
	greater than 4.5 but not more than 7.5	1.100
10.500 or less	4.5 or less	0.750
	greater than 4.5 but not more than 7.5	1.000

**Instructions for Completion:**

Prior to construction, plans must be approved in accordance with the Covenant by the Developer.

Please complete the following form and submit with your building plans, Front Facade colour schedule, outbuilding details (if applicable) and front fence details (if applicable) to:

*Peregian Breeze Covenant Assessment, 11 Tamboura Court, The Gap, Q 4061*  
Email : [mechgap@bigpond.com](mailto:mechgap@bigpond.com)

A review period of at least one (1) week should be anticipated.

**Property Address:**

Lot Number: .....  
Street Number: .....  
Street Name: .....

**Owner:**

Registered Owner .....  
Address: .....  
Telephone Number: (Home)..... (Work) .....  
(Mobile) .....(Facsimile) .....

**BUILDER:**

Company: .....  
ACN /ABN Number: .....  
Address: .....  
Telephone Number: (Home) .....(Work) .....  
(Mobile) .....(Facsimile) .....  
Email: .....

**Submission Check List**

Please submit this form with the following information:

- Site plan with setbacks and dimensions
- Floor plan with dimensions and area of home
- Elevations showing all overhangs
- Home sections
- Front fencing details if applicable
- Front Facade Colour schedule
- Outbuilding plans if larger than 9 sqm (including site plan, construction materials and colour schedule)

*Please check conformance with the Covenants, then insert the information requested.*

*Dimensions of Dwelling:*

- Total Floor Area (ex alfresco, porch, portico, garage & outbuildings): .....m<sup>2</sup>
- External width (wall to wall): .....m
- Pitch of Main Roof is: .....degrees
- Width of Eaves are: .....mm

*Materials proposed for Dwelling:*

- Roof Cladding Material is: .....
- External Front Facade Wall Cladding Materials are:
  - Primary .....
  - Secondary .....
- Driveway Surfacing Material is: .....
- Front Fencing Material is: .....

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**Approval Status For office use only**

Date submission received:
Re-submission required:
Date approval granted: