



RIVERSTONE

Building Guidelines & Covenant



ELEMENTS
NORTH QUEENSLAND

SINCE
1988

4731 1425
sales@elementsnq.com.au
riverstonenq.com.au

Contents

Purpose.....	3
1. Building Covenant Approval Process.....	4
2. Designing your Home.....	5
2.1 Building Envelope Plans.....	5
2.2 Facade Treatments.....	5
2.3 Roofs.....	5
2.4 Parking.....	5
2.5 Driveway Access.....	6
2.6 Building Materials.....	6
2.7 External Colour Palette.....	6
3. Landscaping.....	7
3.1 Landscaping.....	7
3.2 Outbuilding and Structures.....	7
3.3 Fencing.....	7
4. Maintenance.....	8
5. Signs and Marketing.....	8
6. Occupation.....	8
7. Change to Covenant.....	8
8. Covenant Duration.....	9
9. Compliance.....	9
Covenant Application Form.....	10
Checklist.....	II



Purpose

Elements Rasmussen Pty Ltd (Elements RPL) believes it has a responsibility to the communities it creates and its residents.

Elements RPL ensures they protect their investment and lifestyle by the binding Design Standard and Estate Covenants. These Standards & Covenants protects the quality of the estate for the preservation of the environment, and of course enhances the continuity of the development.

The Design Standard and Estate Covenants offer peace of mind to buyers by providing knowledge that surrounding neighbours are expected to meet the same level of standards.

Elements RPL administers these Design Standards and Estate Covenants on behalf of all our communities for the life of the project. Elements RPL encourages diverse, innovative and sustainable design solutions. An application seeking approval for a design that is not strictly within the Design Standard and Estate Covenants will be considered on its merits. Please note that some Design Standards and Estate Covenants will vary between estates.

The Design Standard and Estate Covenants are accepted by the Buyer/s who agree to comply with and be bound by them. In the interpretation and enforcement of these Design Standards and Estate Covenants, Elements RPL reserves the right to exercise their full discretion in the refusal or acceptance of any proposal without creating any legal obligations to a third party.



I. Building Covenant Approval Process

STEP 1

Purchase your land allotment and begin designing your new home

When selecting your allotment and designing your new home please ensure that your builder and/or architect has a copy of these Building Guidelines.

STEP 2

Settle on your allotment

Initially you may place a Deposit to 'secure' your preferred allotment, however, you will then pay the balance of the Sales Price when the land Title is transferred to your name.

STEP 3

Submit your house plans for approval

Complete the online Approval Form and you will receive an email outlining how to submit your house plans for approval. House design and plans that comply with these guidelines will be approved without delay.

STEP 4

Design and review

Where the house designs and plans do not comply with these guidelines Elements RPL will assist you and your builder and/or architect to identify amendments that will help to achieve compliance.

STEP 5

Review Design Approval

Anticipated timeframe for approval, subject to any required design review, is five (5) working days.

STEP 6

Building Application

Submit a Building Application to an accredited Certifier.

STEP 7

Obtain Building Approval and start building your home

Construction of your home and driveway must start within 24 months of the date of settlement of your land.

STEP 8

Move into your new home

Once your home is complete, and you have obtained a Certificate of Occupancy from either Townsville City Council or an accredited private Building Certifier, you can move in. Landscaping, including fencing & driveway, must be complete within three (3) months of obtaining your Certificate of Occupancy.

2. Designing your Home

2.1 Building Envelope Plans

When designing your home, you need to take into consideration the building envelope plans that have been developed for each allotment. These building envelope plans have been approved by the local authority and set out the driveway access points and building setbacks. Whilst the building and setback plans specify the minimum setbacks, house designs should incorporate a variety of setbacks to provide maximum visual interest from the street.

When designing your home thought should be given to:

- Orientation of your home to maximise exposure to prevailing breezes, typically North & East
- Solar orientation to minimise heating of living and outdoor loving areas.
- Location of private open space.
- Fencing requirements
- Garage & driveway location

2.2 Facade Treatments

The primary frontage of your home should be attractive and add variety to the community.

- Must incorporate at least two (2) feature elements such as increased sized portico, feature wall clad in face brick, natural stone, tile, finished timber material or differing sized portico columns
- Must have broken roof lines.

Garage doors are to be a maximum of 50% of the width of the front facade and be setback 1.0m from the front building line/main facade frontage.

Roller doors are NOT permitted to the garage.

Car ports or shade sails will NOT be permitted.

Triple Garages will only be allowed to be visible from the street on lots with frontages 20.0m or wider, the third garage must be setback a minimum of 1.0m from the main double garage.

Must have at least one (1) window to a habitable room facing the primary street frontage.

Front doors must face the primary street frontage and incorporate either glazing or a side light window.

2.3 Roofs

Roof design can be skillion, hipped and gable and should complement the style of your home and must be constructed of the following materials:

- Concrete or terracotta tiles
- Colourbond

Must contain eaves with a minimum width of 450mm exclusive of fascia and gutter. A reduced eave to the garage maybe considered on merit.

Where possible all downpipes must be plumbed to the kerb or directly into any drainage easements within the property by the builder. If the grading of the lot does not allow this, then an alternative solution must be agreed with the Developer (Elements RPL) These works must be completed before the owners move into the property.

2.4 Parking

A minimum number of two (2) vehicle parking spaces per dwelling in an attached garage to the home.

Single garages will be considered on merit.

Commercial or recreational vehicles (such as but not limited to boat, caravan, trailer, project/unregistered vehicles) must be parked behind the front and side building line screened or fenced from the street view. These vehicles are not to be parked on the streets or on your driveway or between the front of the house and the front boundary of your home site or other residential homes.

Heavy vehicles or tucks (three tonne or over) are NOT to be parked on your home site, on vacant land or in the streets.

2.5 Driveway Access

Driveway should be a minimum of 5.4m wide at the kerb.

Driveway finish must be either:

- Exposed aggregate concrete;
- Stamped coloured concrete;
- Stencilled coloured concrete; or
- Textured coloured concrete.

Plain broomed concrete finish will NOT be accepted.

The driveway to each home is to be constructed from the street kerb to the full width of the garage prior to completion of the home. When locating your driveway, you should take into account the location of existing structures or objects such as light poles and storm water inlet pits and street trees.

The concrete footpath and concrete bikeways (as may be constructed by the Developer) shall not be cut or damaged in any way whatsoever.

2.6 Building Materials

The outside walls of your home must be built with the following approved materials.

- Brick;
- Clay block;
- Masonry block (rendered & painted finish); or
- Fiber cement flat sheet cladding

If your home is high set, the ground floor must be enclosed in exterior wall material compatible with the rest of the exterior of the home.

2.7 External Colour Palette

The external colour palette of your home should be sympathetic to the surrounding residents and landscape not adversely affecting the streetscape and thus property values in the residential community.

The Developer (Elements RPL) shall be the final arbitrator as to what is an acceptable colour palette and should be supplied colours for review prior to application.



3. Landscaping

3.1 Landscaping

The front yard of the dwelling is required to be fully landscaped. Landscaping softens the appearance of the dwelling, provides screening for privacy, offers shade, reduces heating and compliments the greater streetscape and residential community.

Landscaping must include the following:

- Fully automated domestic irrigation system to the areas forward of the building/fence line or any area visible from the street frontage/s of the home;
- Good quality grade turf laid to the areas forward of the building/fence line or any area visible from the street frontage/s of the home;
- Two (2) garden beds totalling 15m² minimum. The garden beds should include permanent edging, 4 plants per square metre if small plant varieties are used or large form shrubs or trees at a minimum of 1 plant per square meter. Larger shrubs are encouraged; and
- Use of stepping stone/pavers or paths is not considered part of garden bed sizing

All landscaping should be completed within three (3) months of moving into your home.

Landscaping plans showing garden beds, planting, irrigation turf & tree planting must be submitted for covenant approval.

3.2 Outbuilding and Structures

All outbuildings such as but not limited to sheds, gazebos, granny flats and pool (including equipment housing) are permitted subject to local Government regulation.

All building materials and finishes for these structures are to be in keeping with construction style, colour, and standard of your home.

Sheds sized up to 36m² and positioned so as not to be visible from public areas, are approved.

All outbuilding plans are required to be submitted to the Developer (Elements RPL) for approval.

Items listed below but not limited to should not be on the front facade of the home or visible from any public view.

- Clothes lines
- Rainwater tanks
- Air-conditioners
- Solar hot water systems
- TV antennae
- Satellite dishes
- Rubbish bins (on non-collection days)
- Temporary structures or relocatable buildings

3.3 Fencing

Boundary fencing around your property must be completed prior to occupancy of your home. Fence painting is recommended to extend the lifespan of the fencing and complement the home.

- Side and rear boundary fencing to be of maximum 1.8m high and completed with a minimum standard CCA treated flat top palings.
- Side return fencing (from the home to property Boundary) to be a maximum of 1.8m high and completed with a minimum standard CCA treated flat top palings. Setback behind the building line.

Fencing forward of the building line should be kept low and open to maintain view of front landscaping and front of the home.

Fencing forward of the building line should incorporate the following:

- Maximum height of 1.2m;
- Butted timber palings will not be permitted;
- Finished material;
- Timber fencing must be painted, feature post and capping rail; and
- Should be returned on the side boundaries at a maximum height of 1.2m.

4. Maintenance

To provide the best possible residential environment at all stages the buyer and the buyers builders and subcontractors must keep the land in a neat and tidy condition free of weeds, overgrown grass, and rubbish before, during and after building works. No excavation material, equipment, trees, or rubbish shall be deposited on the land or held on neighbouring land or on visible areas of the site at any time.

The buyer acknowledges and agrees that in the event that improvements to the allotment, footpath, and/or roadway and greater development are damaged in any way by the buyer or buyers builder and subcontractors or invitees the buyer shall attend to the repairing or reinstating the damage to the improvements to the condition that it was immediately prior to such damage, in a time frame advised by the Developer (Elements RPL). The Buyer grants rights of entry to the Developer (Elements RPL) to attend to repairing or reinstating such damage at the buyer's cost.

5. Signs and Marketing

Signage and marketing advertising products and business will not be permitted on your home site.

Display home signage may only be erected with prior approval by the developer (Elements RPL)

Properties that are for sale are limited to one (1) sign on the property at one time.

The Developer (Elements RPL) has the right to enter your property and remove any unauthorised signage or hoarding at the buyer's cost.

6. Occupation

Occupation of a property within an Elements RPL estate shall be excluded to:

- All persons and property prior to the Form 21 final inspection certificate being issued from a qualified and registered building certifier.
- All persons and property prior to the completion of the driveway.
- Business unless approved in writing by Elements RPL and the local Government authority.
- Livestock, poultry, and other animals kept for commercial breeding and purposes must comply with Townsville City Council local laws.

7. Change to Covenant

The Developer (Elements RPL) reserves the right at the request of other buyers or at the developers own discretion to vary or exclude any of the obligations under this covenant provided that any variation or exclusion will be in keeping with the aims of this covenant, that is to establish a prestigious, high quality modern residential estate. The buyer releases the developer from any liability whatsoever for any action taken in the variation or exclusion of this covenant.

The developer acknowledges that new products are introduced to the market or to substitute existing products on the market and provide these products, in their opinion are acceptable to the aims of this covenant may decide to approve such products at there discretion.

8. Covenant Duration

The Covenants set out in this document shall not extinguish on completion of the works or transfer of the property ownership but shall endure in full force and effect and remain binding on the buyer and the buyer heirs, executors, administrators, successors, and assigns.

Should the buyer sell the property, the buyer must attach a current copy of the covenants contained in the land contract of sale in favour of Elements RPL whereby the transferee agrees to be bound by the terms of the covenants.

9. Compliance

The assurance of full compliance with the Design Standard and Estate Covenants Requirements detailed in the Contract of Sale is the best way to maintain the quality and lifestyle of all estates. In order to encourage and enforce these Covenants, Elements RPL has defined a range of damages applicable to these Covenants which is included the agreement between the Buyer and Elements RPL (“seller”) to the following purpose:-

a)

In the event of a breach by the Buyer of any of the provision of this Covenant, the Seller shall suffer loss, which each of the parties hereto estimate to be an amount of not less than fifteen thousand dollars (\$15,000) and the Buyer hereby covenants in the event if such a breach, the Buyer shall pay Elements RPL the sum of fifteen thousand dollars (\$15,000) (by way of liquidated damages and not as a penalty), or the election of the Seller, such sum may represent the actual loss and damage suffered by the Seller as a result of the breach.

b)

The Buyer also acknowledges that the Seller may enforce its right against him, his agents, servants, contractors or workman under this or any other Clause in this Contract by way of an injunction issues by the Supreme Court of Queensland or other court of competent jurisdiction on the application of the Seller in respect of any breach thereof or any attempts so to do by the Buyer, their agent, servant, contractor or workman.



Covenant Application Form

Property

Street Address _____

Lot Number _____ Estate _____

Owner Details

Name/s _____

Phone _____ Email _____

Builder Details

Name _____

Contact _____

I/We certify that the information in the attached application is a true and accurate representation of the home I/we intend to construct. In the event that changes are made to the proposed plans, I/We will undertake to re-submit this application for approval for any changes

Names _____

Signed _____ Date _____

Application Assessment Status

Approved Not Approved Approved with Conditions

Signed _____ Date _____

Checklist

	Supplied		Developer Use		
	Yes	No	Approved	Not Approved	Notes
Plans					
Site Plan					
Floor plan					
Elevations					
Materials					
Colours					
Colour Selections					
Driveway					
Driveway location					
Materials					
Street tree location					
Boundary fencing					
Fencing locations					
Existing or new					
Gates					
Material					
Height					
Front fencing forward of home					
Location					
Material & finish					
Height					
Gates					
Landscaping					
Front yard turfed					
Front yard auto irrigation					
Corner lot secondary frontage					
Corner lot secondary frontage auto irrigation					
Garden beds dimensions & plants					
Stormwater					
Sheds & Outbuilding					
Site Plan					
Floor Plan					
Elevations					
Materials & Colours					



CONTACT US

4731 1425

sales@elementsnq.com.au

riverstonenq.com.au



RIVERSTONE

ELEMENTS
NORTH QUEENSLAND

SINCE
1988