



Green Acres Estate - Building Guidelines and covenants

The Buyer acknowledges that the land sold ("the Lot") comprises part of Green Acres Estate ("the Estate"), a development by the Developer. The primary objective of the Estate is to establish and maintain a premium, high-quality acreage residential community that enhances the natural landscape and protects the investment and amenity of all residents. The Buyer agrees it is desirable for the Developer to exercise supervision and control of development within the Estate to achieve this objective. Accordingly, the Buyer must observe the following Covenants. The Buyer must not sell, transfer, or otherwise dispose of the Lot without first delivering to the Developer a Deed of Covenant, executed by the subsequent Purchaser or Transferee in favour of the Developer. This Deed must contain Covenants on the same terms as set out herein, including the obligation to obtain a further like covenant from any subsequent Purchaser or Transferee.



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DWELLING AND STRUCTURES

- a) A maximum of one (1) primary single-unit dwelling house may be erected on the Lot.
- b) A secondary dwelling (e.g., granny flat) may be permitted subject to prior written approval from the Developer and the relevant Council, provided it is architecturally consistent with the primary dwelling.
- c) All dwellings and structures must be constructed by a QBCC-licensed builder unless prior written approval is obtained from the Developer.
- d) A water tank must be installed at the same time as construction of the dwelling and in accordance with any requirements set out by the Southern Downs Regional Council.

MINIMUM DWELLING SIZE

- a) Any single-level dwelling house must have a minimum total floor area of 240 square metres.
- b) For any multi-level dwelling, the ground floor must have a minimum floor area of 160 square metres.
- c) For the purpose of this clause, "total floor area" is measured from the external face of the perimeter walls and includes any attached garage, but excludes patios, verandahs, and alfresco areas.

ARCHITECTURAL STYLE AND MATERIALS

- a) The dwelling house, garage, and any other structure must be constructed of new, high-quality building materials.
- b) External walls must be finished in a palette of natural and high-quality materials, including but not limited to face brick, stone, rendered blockwork, composite timber, or premium cladding.
- c) Roofing materials must be non-reflective and consist of high-quality concrete tiles, slate, or Colorbond® in muted or natural tones.
- d) External colour palettes for walls, roofing, and gutters must be of muted, natural, or heritage tones that complement the surrounding environment. Vibrant or primary colours are not permitted.
- e) Relocated or previously erected buildings are strictly prohibited from being placed on the Lot.



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SITING AND EXTERNAL FEATURES

- a) Garages must be integrated into the design of the main dwelling and constructed of complementary materials.
- b) Water tanks, external plumbing, air conditioning units, satellite dishes, and clotheslines must be positioned so they are not visible from the primary street frontage.
- c) Solar panels are permitted but should be positioned to minimise visual impact from the street where possible.
- d) Letterboxes must be of a professional design and constructed from materials that complement the main dwelling (e.g., brick, stone, rendered block). Standard prefabricated metal letterboxes are not permitted.

FENCING

- a) Fencing along the primary street frontage must be of a rural or feature style, such as post-and-rail, post-and-wire, or other design approved in writing by the Developer.
- b) Side and rear boundary fencing behind the main dwelling's building line may be constructed of Colorbond® or timber, with colours to be approved by the Developer.
- c) All fencing must be maintained in good order and repaired by the Lot owner.

OUTBUILDINGS (SHEDS AND WORKSHOPS)

- a) One (1) outbuilding (shed) is permitted per Lot, with a maximum floor area of 150 square metres and a maximum wall height of 4.2 metres.
- b) The outbuilding must be located behind the rear building line of the main dwelling and sited to minimise its visual impact from the street and neighbouring properties.
- c) The outbuilding's external materials and colour scheme (walls and roof) must match or be complementary to the main dwelling.



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LANDSCAPING AND SITE MAINTENANCE

- a) The front yard of the Lot and any area visible from the street must be professionally landscaped and turfed within six (6) months of the dwelling receiving its certificate of occupancy. Crusher dust or artificial turf is not permitted in front yards.
- b) All landscaped areas, lawns, and gardens must be regularly maintained to a high standard, ensuring the aesthetic value of the neighbourhood is upheld.
- c) The Buyer must not remove, excavate, or stockpile any soil, gravel, or rock from the Lot, except as is reasonably necessary for the construction of the dwelling and approved landscaping.
- d) During construction, the Buyer must ensure the Lot is kept tidy and that a dedicated receptacle is used for all building rubbish and debris. No rubbish is to accumulate on the Lot or adjacent land.
- e) If, in the opinion of the Developer, the Lot becomes unsightly due to rubbish accumulation or excessive vegetation growth, the Developer may enter the Lot to rectify the issue at the Buyer's expense.

VEHICLES AND PARKING

- a) All resident vehicles must be parked within a garage, carport, or on a constructed driveway. Parking on lawns or footpaths is prohibited.
- b) No caravan, boat, trailer, truck, or commercial vehicle may be parked or stored forward of the main dwelling's building line or on the street for a period exceeding 48 hours.
- c) Unregistered, inoperable, or dismantled vehicles must not be visible from the street or any neighbouring property.

Construction and Completion

- a) The exterior of the dwelling, including all external finishes, landscaping, and driveway, must be fully completed within twelve (12) months from the commencement of construction.
- b) No uncompleted building shall be left for a period exceeding one (1) month without substantial work being carried out.



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TEMPORARY STRUCTURES AND USE

- a) No caravan, tent, shipping container, temporary building, or similar structure shall be erected or permitted to remain on the Lot to be used as a temporary dwelling.
- b) This restriction does not apply to a builder's shed or site office during the approved construction period, which must be removed upon completion of the works.

BUSINESS AND COMMERCIAL ACTIVITY

- a) The Lot may not be used for any commercial, industrial, or retail purpose that generates significant customer traffic, noise, or visible external activity.
- b) A home office or quiet home-based business is permitted, provided it does not detract from the residential amenity of the Estate.

ANIMALS

- a) The Buyer may keep a reasonable number of ordinary domestic pets on the Lot.
- b) The keeping of livestock, poultry, or animals for commercial purposes is strictly prohibited.
- c) All pets must be contained within the Lot, and the Buyer must ensure they do not cause a nuisance or disturbance to other residents.

SIGNAGE

- a) No advertisement, sign, or hoarding may be erected on the Lot without the prior written consent of the Developer, with the exception of one standard real estate "For Sale" sign.
- b) This restriction does not apply to builder's signage during the approved construction period.



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DEVELOPER'S DISCRETION

- a) The Developer reserves the right, in its absolute discretion, to vary or waive any of the obligations under this Deed for any Lot within the Estate, provided such action is consistent with the overall objective of establishing a premium residential estate.
- b) The Buyer acknowledges and agrees that the Developer shall not be liable for any claim or action arising from the exercise of this discretion. These covenants are not intended to create any legal duty enforceable by a third party pursuant to Section 55 of the Property Law Act 1974.

NO MERGER

The provisions of this Deed of Covenant shall not merge on the completion of the Contract of Sale for the Lot and shall continue to have full force and effect.

Acknowledgement by the Buyer

The Buyer acknowledges having read, understood, and agrees to be bound by and comply with the Green Acres Estate Building Guidelines and Covenants in accordance with the terms of the Contract for the purchase of the Lot.

Signature of Buyer Name of Buyer (Please Print) Date

Signature of Buyer 2 (if applicable) Name of Buyer 2 (Please Print) Date