



# Highgrove

DEEBING HEIGHTS

## DESIGN GUIDELINES & COVENANTS

Version 2.0 - 2021



**BAYCROWN**  
PROPERTY GROUP

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## 1.0 Introduction

- 1.1 The Highgrove 'Design Guidelines' are intended to protect and maintain consistency throughout the Estate by ensuring a high standard of design, construction and maintenance of all dwelling and landscaping.
- 1.2 The Buyer acknowledges the Vendor has or is in the process of developing a large master planned residential development at Deebling Heights known as 'Highgrove Estate' (the Estate) the object of which is to establish a modern and well-designed housing estate, and the Land forms part of the Estate.
- 1.3 The Buyer further acknowledges that it is desirable for the protection and in the interests of all Buyers of Land situated in the Estate, for the General Covenants to make provision in relation to the nature, type of construction and improvements that may be erected on all such Land in the Estate. Accordingly, the Buyer agrees to the restrictions and obligations set out in these General Covenants.
- 1.4 The buyer acknowledges that the Land comprises part of a residential estate. The Buyer acknowledges that they shall be bound by and comply with the covenants contained herein and any consent or approval given by the Vendor.
- 1.5 The buyer acknowledges that it may not sell, transfer or otherwise dispose of the Land without first delivering a Deed of Covenant to the Vendor. The Deed of Covenant shall be given by such purchaser, transferee or disponent in favour of the Vendor containing covenants on the same terms as are contained in this document including the liability to obtain such Deed of Covenants from any further purchaser, transferee or disponent.
- 1.6 The Buyer acknowledges that it may not reconfigure the Land without the prior written consent from the Vendor. The Buyer acknowledges that the Vendor may grant or refuse such consent or grant such consent subject to such conditions as the Vendor may determine in its absolute discretion.
- 1.7 If the buyer defaults under Clauses 1.4, 1.5 or 1.6 the Buyer shall pay \$25,000.00 (twenty-five thousand dollars) to the Vendor on demand by way of liquidated damages. The entitlement of the Vendor to liquidated damages is in addition to but not in substitution for any other rights, powers and remedies granted to the Vendor under any contract or otherwise at law.
- 1.8 If the Buyer fails to comply with Clauses 1.4, 1.5, 1.6 or 1.7, then the Vendor may:
  - (a) Enter onto the Land.
  - (b) Remove, store or dispose of any structure or article contravening these covenants.
  - (c) Perform such work on the Land as may be necessary for the purpose of having the structure or article comply with these covenants and;
  - (d) Recover the costs of such action from the Buyer on demand. The costs shall include the costs of removal, storage and disposal.
- 1.9 The Buyer indemnifies and shall keep indemnified the Vendor against all costs, claims, damages and charged of whatsoever nature and kind and howsoever arising out of or incidental to the actions of the Vendor under Clause 1.8.
- 1.10 The Buyer acknowledges that the Vendor may in its absolute discretion relax, vary, exclude, or not enforce covenants obtained from other Buyers in the Estate. The Buyer releases the Vendor from all liability whatsoever from any action so taken in so acting.
- 1.11 The Buyer acknowledges that the Vendor and its workmen and contractors may enter upon the Land at any time to ensure compliance by the Buyer with their obligations under this Covenant.

## 2.0 Approval Procedure

To construct a home at Highgrove Estate, the following approval sequence must be followed:

1. Once you have purchased your property, decide on your builder, house, and façade design. If you are an owner/builder, consult with your building designer/architect to ensure that they are aware of the requirements of the Design Guidelines.
2. Design your home in accordance with the Design Guidelines, Disclosure Plans and Lot Information Plan (LIP)
3. Forward your completed application package to the Design Assessment Team (DAT).
4. Once reviewed by the DAT, written comments and feedback will be provided within 14 days to ensure compliance with the Design Guidelines. If required, non-conforming aspects of the design must be addressed and re-submitted for approval. Any alterations to your approved design must be submitted to and approved by the DAT. The DAT may exercise absolute discretion on compliance with the Design Guidelines at any point and the decision of the DAT is final.

While the Design Assessment Team has the authority to approve the house design applications, the property owner is responsible for obtaining a building permit once the Design Assessment Team has issued its approval, prior to construction commencing.

No siteworks, excavation, or building works shall commence unless written approval of the intended works have been issued from the Vendor.

Additions and extensions to the main building or outbuildings including new verandas, pergolas, sheds, swimming pools, retaining walls and garden structures are subject to the same design requirements as the main building. Application for approval of any additions and extensions must be made to the Vendor in the same manner as the original building application.

## 3.0 Submission Requirements

**The Following Information must be submitted via email in PDF Format:**

- A Siting Plan of your home on your lot with dimensions and setbacks from all boundaries, proposed fencing and driveway location.
- Floor Plans showing the layout of the home indicating all rooms, windows, external doors, external fixtures and nominated floor levels.
- Full Elevations indicating wall heights and all external finishes including Garage Door Type.
- Relevant Cross Sections showing roof pitch, eaves depth and height of walls along the boundaries.
- Fence layout and design per the Estate Standard Requirements.
- Full Landscaping Plan detailing location of all Plants, Turf, Concrete and other materials to be used.
- Colour Images of External Finishes including Render, Paint and Cladding

All relevant plans/documentation can be found via the Highgrove Estate Builders Portal at [www.baycrown.com.au/highgrove-builders-portal](http://www.baycrown.com.au/highgrove-builders-portal). Please contact our Office to obtain the Password.

## 4.0 Design Requirements

### 4.1 General Design

Each home should be designed to maximise the natural characteristics of its surroundings and should create an attractive street address. The Land shall only be used for private residential dwellings in accordance with the requirements of The Ipswich City Council, and specifically relating to any DA Approval Conditions and Sector Plan for the Estate.

### 4.2 Home Siting

- a) Only one dwelling is permitted per lot unless otherwise specified.
- b) All dwelling and garage setbacks must be in accordance with the requirements of the LIP.
- c) Garages must be setback a minimum of 6 metres from the front boundary.

### 4.3 Minimum Dwelling Size

Each dwelling must comply with the minimum dwelling size as per below:

LOT SIZE	MINIMUM ENCLOSED LIVING AREA
Lots Less than 300m <sup>2</sup>	
Lots 301m <sup>2</sup> – 400m <sup>2</sup>	100m <sup>2</sup>
Lots 401m <sup>2</sup> – 550m <sup>2</sup>	150m <sup>2</sup>
Lots 551m <sup>2</sup> and above	170m <sup>2</sup>

Areas not included – floor areas of garages, carports, areas under soffits, entry porches and breezeways are not included in the calculation of minimum floor area unless specifically approved by the Vendor.

### 4.4 Building Envelopes and Setbacks

All setbacks must comply with the Council Approved Sector Plan. To obtain a copy of this please contact our office.

The Front Setbacks are:

Where a lot depth is 30m or greater:

- A minimum of 4.5m to balustrades of verandas, eaves, decks or balconies and;
- A minimum of 6m to Walls and;
- A maximum of 7m to Walls, for at least 50% of the total width of the dwelling. The remainder of the dwelling can be at a greater or lesser setback.

Where a lot depth is less than 30m:

- A minimum of 3m to balustrades of verandas, eaves, decks or balconies and;
- A minimum of 4.5m to Walls and;
- A maximum of 5.5m to walls, for at least 50% of the total width of the dwelling. The remainder of the dwelling can be at a greater or lesser setback.

The Rear Setbacks are:

Where no rear access is available and lot depth is 30m or greater:

- A minimum of 6m; or

Where no rear access is available and lot depth is less than 30m:

- A minimum of 4.5m; or

Where rear access is available:

- A minimum of 0m to garages and secondary dwellings and;
- A minimum of 6m to wall of dwelling (excluding garages and secondary dwellings)

For a corner lot, the minimum setbacks are:

- To the principal frontage in accordance with Front Setback requirements above;
- To the rear lane frontage where applicable, in accordance with Rear Setback requirements above;

To the secondary road frontage:

- A minimum of 1.5m for up to 50% of the total length of the dwelling, with the remainder of the length of the dwelling set back a minimum of 2.5m

## 4.5 Façade Design

Façade designs must generally reflect a modern theme and should include the use of design features to create a visually appealing street frontage. Façade design should incorporate design elements such as windows, porches, pergolas, or feature walls.

- Large areas of flat or blank walls to the street frontage will not be permitted.
- Dwellings on corner lots should be designed to address both street frontages and incorporate similar elements to both facades. Design elements used on the front façade shall continue on the part of the secondary frontage visible from the secondary street.
- Homes within 3 lots of each other must not have the same front façade design. This applies to homes on the same and opposite sides of the street and around corners.
- A minimum of two (2) different materials/textures (excluding windows and garage doors) must be used on the front façade. Only new good quality building materials shall be used for construction.

Suggested Façade materials include:

- Brickwork
- Light weight claddings such as fibre cement sheeting coated by a texture coating.
- Weatherboard or plywood cladding in a painted finish.
- Masonry in a bagged and painted finish.
- Masonry in a rendered and painted textured finish.
- Unfinished 'common' bricks are not permitted.



*Examples of acceptable Façade Designs*

## 4.6 Main Entrance

The main entry must provide articulation to the front façade and be compatible with and compliment the overall design of the residence.

## 4.7 Ceiling Heights

Ceiling heights must be a minimum of 2.4m high. This applies to single storey homes, and the ground floor of double storey homes.

## 4.8 Roofs

- All roofing must be of a scale and form representative of contemporary Queensland Architecture. The recommended roof pitch is 22.5 degrees, and the maximum roof pitch is 30 degrees for any pitched roof. The maximum roof pitch for any skillion roof is 15 degrees.
- Flat roofs, with a pitch of less than 5 degrees must be fully concealed by a parapet or similar design feature.
- External fixtures such as air conditioning units and other service-related equipment shall be positioned to minimise visibility from the street frontage and coloured to blend in with the roof.
- Roof materials shall be coloured roof tiles or coloured metal roofing of a low reflective finish.

## 4.9 Garages

- All lots must provide vehicle accommodation in the form of an enclosed garage. Garages must be setback at least 6m from the street frontage.
- On Lots less than 350m<sup>2</sup> with a frontage of less than 10 metres a minimum of a single lock up garage shall be built at the same time as the main building and if detached from the main building, shall be of similar design to the main building and constructed of identical materials, finishes and colours.
- On Lots greater than 350m<sup>2</sup> a minimum of a double lock up garage shall be built at the same time as the main building and if detached from the main building, shall be of similar design to the main building and constructed of identical materials, finishes and colours.
- Garages must not dominate the façade. Garages should be constructed of materials which match and complement the front façade and must have a sectional or panel lift door to all street frontages.
- Unenclosed carports are not permitted.

## 4.10 Foundations

Raw concrete, steel or other stumping used in foundation work or supports shall be concealed from view.

## 4.11 Windows

Windows on the front façade must be awning windows. Sliding windows are not permitted. Window frames and glazing selections must be complementary to the overall dwelling's colour palette.





## 4.12 Corner Lots

- All dwellings on corner lots must incorporate an architectural design feature that flows from the front façade to the side street wing fence. A corner feature may be:
  - A return veranda
  - A balcony
  - An architectural element such as a blade/column compatible with the design of the dwelling
  - An articulated step back or setback to the side wall.
- A corner dwelling on its Secondary Street Frontage exposed to the street (i.e., forward of the wing fence) must contain habitable room windows.
- Materials on the front façade must be incorporated along the façade of the secondary frontage between the front façade and wing fence.

## 5.0 Landscape Design

All front landscape design plans must be submitted to and approved by the DAT.

A substantial quantity of trees and shrubs are to be planted with good quality turf laid over the remainder of the land including the strip between the boundary and the kerb line. The use of native species requiring less water is encouraged. Select planting and ground covers that are drought resistant and require minimal maintenance.

### 5.1 Front Retaining Walls

Where proposed by the purchaser, front retaining walls are to be constructed of high-quality materials and are to be appropriately located to ensure that they do not dominate front landscaping.

### 5.2 Completion Time

The landscaping between the building and the kerb line must be completed prior to occupation of the main building.

### 5.3 Maintenance

The Buyer must maintain the landscaping between the street frontage and the kerb line.

### 5.4 Driveways

- The design and finish of the driveway must complement the overall design of the dwelling.
- Only one driveway is permitted per lot.
- The driveway width must not exceed the garage width.
- Exposed aggregate is encouraged, stamped coloured concrete, coloured textured concrete or pavers are also allowed. Plain concrete is not permitted. The Vendor may consider any other pavement material on its architectural design merits.
- Driveways shall be constructed prior to occupation of the main building.
- Driveway gates are not permitted.

### 5.5 Letterboxes

The letterbox design is to suit main building and be located adjacent to a driveway and must be completed prior to occupation of the main dwelling.

### 5.6 Fencing

The purchaser is responsible for the installation, maintenance and/or replacement of all fencing on Lot boundaries. Fencing to all boundaries must be completed prior to occupation of the main building.

- Fencing may not be fixed to retaining walls unless approved by the Vendor in writing.
- Fencing shall be provided to screen all private recreation and utility areas.

#### Side and Rear Boundary Fencing

Side and Rear fencing between adjoining lots shall be constructed to a height of 1.8 metres using Timber Good Neighbour fencing in raw CCA treated state.

Fencing shall not extend beyond the face of the building set-back alignment from the front boundary without specific approval from the Vendor.

## Front Fencing

Front fencing is not permitted.

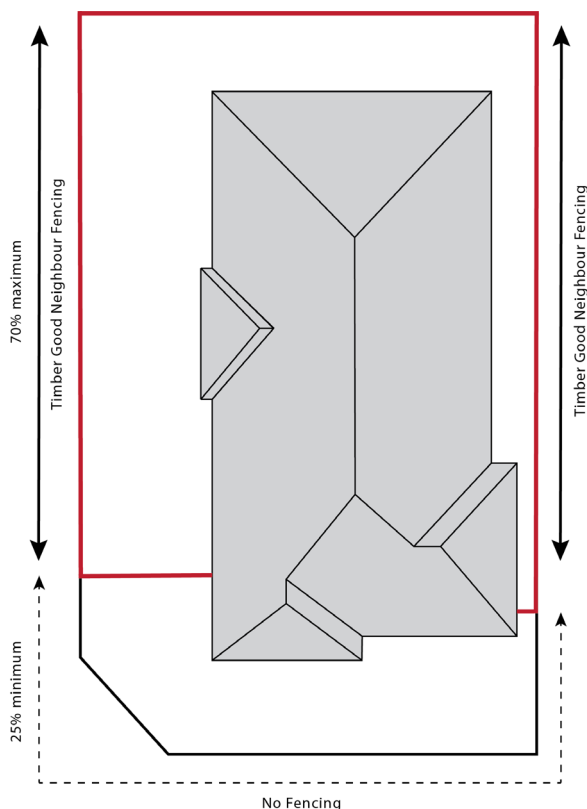
### 5.7 Fencing – Corner Lots

On corner lots or where the fencing of a lot adjoins a public park or reserve fencing shall be constructed to a height of 1.8 metres using Powder coated Aluminium Fencing with 25% transparency. The Colour should complement house colours.

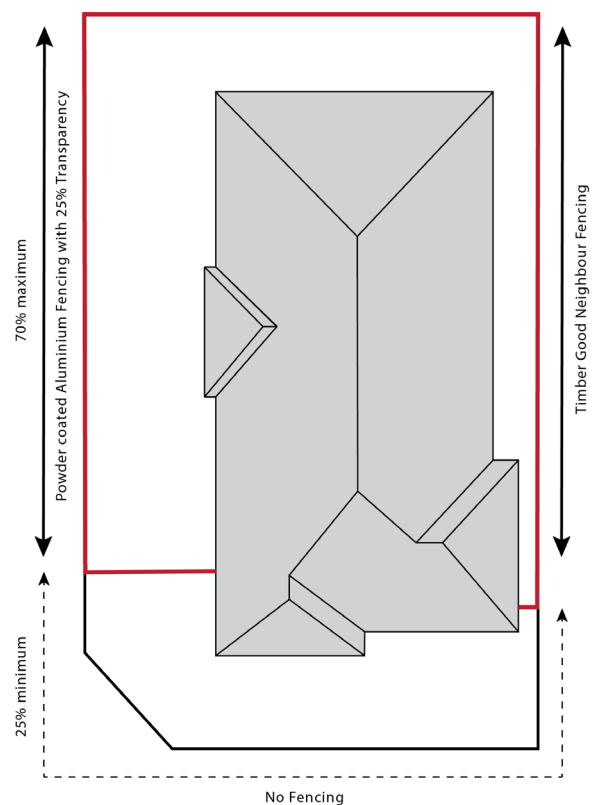
On Corner Lots where the fencing fronts a side street, the side boundary fence shall be constructed to a height of 1.8 metres using Timber Good Neighbour fencing in raw CCA treated state. The fencing must not exceed 70% of the Secondary Street frontage boundary length.

A 1.8-metre-high wing fence may return between the secondary street frontage and the dwelling of a Corner Lot.

Wherever permitted, gates must be consistent with or complementary to the adjoining fencing details.



*Corner Lot where Fencing fronts Side Street*



*Corner Lot where Fencing fronts Park/Reserve*

## 6.0 Ancillary Items

### 6.1 Outbuildings

Garages, sheds, tool sheds, pergolas, and other outbuildings shall be integrated with the design of the main building through the use of similar materials, colours and finishes.

Should the outbuilding exceed the size of 3m x 3m in plan and 2.1m in height the materials used must be reflective of those used in the construction of the main building.

Any structure in excess of 3m x 3m x 2.1m must be submitted to the Vendor for approval.

### 6.2 Antennae and Satellite Dish

External TV antennae and aerials must be unobtrusive and located towards the rear of the main building. A satellite dish will only be approved if positioned where not visible from roadways.

### 6.3 Clotheslines

All clotheslines must be screened from view from public areas.

### 6.4 Solar Panels

All solar panels must be integrated with the roof design and must not be highly visible from roadways.

### 6.5 Air Conditioning

All air conditioning units must be located below eaves lines and concealed from view from public areas.

### 6.6 Incinerators

Incinerators are not permitted.

### 6.7 Water Tanks

All water tanks and pumps must be in a location which is screened from view from public areas.

### 6.8 Swimming Pools

The Buyer must comply with The Ipswich City Council requirements with respect to the location and construction of swimming pools.

## 7.0 Implementation Requirements

### 7.1 Building Contract Inclusion

The Building Contract entered into by the Buyer for the construction of a home, 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 Highgrove Estate General 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 or approval issued by the Vendor.”

### 7.2 Signs

Only one ‘Builders’ sign and one ‘For Sale’ sign may be erected on the Land at any one time. Handwritten signs are not permitted.

The Buyer irrevocably authorizes the Vendor to enter upon the Land and remove any advertisement, hoarding or sign erected on the land in contravention of this paragraph.

### 7.3 Construction Time & Continuity

Total construction time of the main building shall not exceed twelve (12) months after the commencement of work.

No building works shall be left incomplete or without substantial work being carried out for a period longer than three (3) months.

### 7.4 Site Cleanliness

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 or roadways at any time.

A waste bin or enclosure shall be erected 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 all Environmental Protection Agency Legislation.

Builders must erect erosion and sediment control barriers on the site to prevent discharge into drains and waterways once the initial site works have been commenced.

### 7.5 Street Trees & Adjoining Structures

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

### 7.6 Tree Removal

Trees on neighbouring land may not be removed, disturbed, or damaged. Fallen trees, logs and branches must be removed from the Estate and must not be placed onto neighbouring land.

Native bushland areas or public parks are not to be entered, altered, or disturbed, or used for access and storage.

## **7.7 Excavation**

Spoil from excavation or fill material shall not be placed on or removed from, neighbouring land. Excavation or fill may not exceed 1200mm in height from the natural ground level of the land without the approval of the Vendor.

## **7.8 Drainage**

Stormwater shall be discharged to the street kerb or drain provided. Surface water shall not be directed onto neighbouring land.

## **7.9 Temporary Structures**

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

## 8.0 General Maintenance

From the date of purchase of the Land, whilst the Building Works are in progress, and from then on, the Buyer shall:

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

### 8.1 General Maintenance Compliance

If the Buyer fails to comply with Clause 3.10 then the Vendor shall:

- Issue a Notice of Non-Compliance to the Buyer, giving notice to remedy within 14 days of receipt of such notice.
- If the Buyer fails to comply with the Notice of Non-Compliance, the Vendor may employ a contractor to remedy the breach. The Buyer shall pay the Vendor the costs incurred thereby.

### 8.2 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.

### 8.3 Caravans, Trailers, Boats & Commercial Vehicles

Such vehicles parked or stored on the Land shall be screened from public view behind the main building setback line by fencing gates or dense landscaping.

Commercial vehicles larger than those detailed by the Council laws shall not be parked on the Land or in the Estate.

### 8.4 Barbeques

All barbecues must be screened from view from public areas. If the barbecue is to be built-in, then the materials used must match the main building.

### 8.5 Rubbish Bins

All rubbish bins/wheelie bins must be kept behind screening and fencing until the day of collection.

## Contact Us

To submit plans, or to lodge enquiries related to submitted plans: Please email the Design Assessment Team at [info@baycrown.com.au](mailto:info@baycrown.com.au)

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