

ANNEXURE C DESIGN GUIDELINES

1. PRELIMINARY

1.1 These Design Guidelines form part of the Contract and the definitions contained in the Contract will apply to these Design Guidelines.

1.2 For the purposes of these Design Guidelines:

Completed means the relevant construction or building works have been completed in accordance with these Design Guidelines, the terms of any approvals given and to the reasonable satisfaction of the DAP.

Consultant includes a valuer, architect, builder, energy efficiency consultant, lawyer and/or landscape architect as appointed by the Seller.

DAP means the design assessment panel appointed by the Seller.

2. BENEFIT OF DEVELOPMENT COVENANTS

2.1 The Buyer acknowledges that the Land forms part of the Estate which has been designed to create a high value, well presented housing estate for the benefit of the Seller, the Buyer and other owners in the Estate.

2.2 The Buyer acknowledges that a failure by the Buyer to comply with these Design Guidelines could result in significant damage being suffered by the Seller and the Seller may make a claim against the Buyer for damages in the event of a breach of these Design Guidelines by the Buyer.

3. MAINTENANCE OF ESTATE

3.1 The Buyer acknowledges that the Land forms part of the Estate which has been designed to create a high value, well presented housing estate for the benefit of the Seller, the Buyer and other owners in the Estate.

3.2 The Buyer shall maintain the Land to a high quality standard, including:

(a) keeping all landscaping regularly manicured, weeded and lawns mowed;

(b) not allowing any vehicle, caravan, trailer or boat to remain parked on any land outside the garage for more than 24 hours, unless screened or otherwise housed so that it is not visible from outside the Land;

(c) not erecting any structures separate from the house unless it is a high quality garden shed of non-reflective material or finished in the same materials and colour as the house and otherwise has all necessary Local Government approval;

(d) not installing, erecting or placing (or allowing the operation of) any incinerators on the Land;

(e) not allowing any storage containers to be kept on the Land;

(f) not allowing accumulation of any excessive rubbish; and

(g) not allowing any dumping or any building materials, rubbish or other items on the Estate.

4. OCCUPATION

4.1 The Buyer shall not allow, or permit to be allowed any person to reside on the Land in a caravan, tent, demountable building, container, shed or any other non-permanent dwelling, irrespective of whether a residential dwelling has been erected on the Land.

4.2 No building other than a residential dwelling (and associated ancillary structures and improvements) shall be erected on the Land. No business, commercial or industrial use of any kind shall be permitted without the approval of the DAP and Local Authority.

5. APPROVAL OF BUILDING WORKS

5.1 The Buyer must obtain the written approval of the DAP to all plans and specifications for

construction of any structure or building works the Land prior to

- (a) commencing construction of any dwelling, structure or improvements on the Land; and
- (b) making any application to the Local Authority (or other designated authorities, including any private certifier).

5.2 The Buyer must only construct Building Works on the Land in accordance with the approval granted by the DAP.

5.3 In electing to grant or refuse its consent, in its absolute discretion, the DAP may:

- (a) consider the sustainability of the design proposed by the Buyer;
- (b) consider the requirements of any Local Authority or other relevant authority (including but not limited to the Development Approval, any relevant legislation, regulation or standard);
- (c) any other consideration that the Seller or DAP deems relevant; and
- (d) refer the Buyer's application to a consultant.

5.4 If the DAP elects to refuse its consent, the DAP is not required to give reasons for the refusal.

6. **BUILDING CRITERIA – DWELLING HOUSE (excluding dual occupancy (auxiliary units))**

6.1 Works must comply with the following building criteria:

- (a) any single residential houses shall have a minimum internal floor area of 160 square metres;
- (b) any double storey residential house shall have a minimum internal floor area of 200 square metres;
- (c) all setbacks shall be not less than any approved building envelopes, Local Government requirements and

any development approvals for the Land;

- (d) each house may have its external walls made of clay brick, painted concrete render, external cladding or feature timber battens so as to provide an aesthetic appealing dwelling;
- (e) each house must have a double lock up garage integrated with the house in the same materials and colour scheme as the house;
- (f) external cladding for house designs on sloping lots involving suspended floor construction (including pole houses) should be predominantly lightweight materials and provide perimeter cladding or appropriate landscaping so that posts are not visually exposed;
- (g) roofs must be made of non-reflective concrete, tiles slate or Colourbond materials;
- (h) all lots must be fully landscaped prior to occupation;
- (i) driveways:
 - A. are to be constructed of exposed aggregate or stamped / stencilled / coloured concrete or pavers;
 - B. subject to Local Government requirements, shall have a width of 4 to 4.8 metres at the kerb and channel and continually widen to the same width of the double garage;
 - C. shall not be "wine-glass" shaped or have any split, separation or truncation; and
 - D. where constructed by the Seller, the Buyer shall use and maintain such driveway.
- (j) excavation is to be kept to a minimum and no fill is to be placed on any site;

- (k) no second hand materials, relocated houses, caravans or temporary residences shall be placed on the Land;
- (l) antennae, satellite dishes and aerials are to be hidden where possible and located to the back of the house;
- (m) no incinerators shall be erected, placed or operated on the Land;
- (n) air conditioners are to be hidden from view from the street;
- (o) the dwelling must address the street frontage (other than battle axe lots) by having some bedroom or living room windows facing the street;
- (p) outbuildings (including garden sheds or similar structures) shall only be erected concurrently with any dwelling and the design, colours, materials and appearance must be sympathetic with and integrated with the dwelling;
- (q) the Land may only have one single letterbox structure (finished in rendered brick or block or such other material approved by the DAP).
- (r) No incinerators shall be erected, placed or operated on the Land; and
- (s) Any filtration system and other plant and equipment relating to a swimming pool must be encased within a structure of the same materials (and in the same colour) as the dwelling, and must be located so that it cannot be seen from outside the Land.

7. BUILDING CRITERIA – DUAL OCCUPANCY (AUXILIARY UNITS)

- 7.1 The Buyer shall seek of the approval of DAP prior to any application to, or construction of, any auxiliary units or duplex dwelling.
- 7.2 The Buyer must obtain the approval of the Local Authority prior to construction of any auxiliary unit or duplex dwelling.

7.3 All design guidelines and requirements contained within these Design Guidelines shall apply to any auxiliary unit or duplex dwelling other than as modified or further detailed below:

- (a) Only one combined driveway may be constructed, with no separation between the dwellings, and shall otherwise comply with clause 6.1(i).
- (b) In the case of any dual occupancy (auxiliary unit), the front door of the main dwelling must be visible from the exterior of the Land as well as a window to allow for casual surveillance to the street. The door of any auxiliary unit can be situated behind the fence, gate or otherwise designed so that it is not visible from outside the Land.
- (c) Subject to Local Authority requirements, a secondary dwelling (auxiliary unit) with an alfresco or outdoor area facing the street frontage needs to be suitably fenced and/or screened from the street with a solid fence (timber or other) at a minimum 1.2m in height with a landscaped garden bed along the extent of the fence facing the street to provide privacy to the dwelling and to soften and improve the visual streetscape. No pool fencing, or transparent fencing permitted.
- (d) Both garage doors shall be immediately adjacent to each other and constructed of the same material and have the same appearance.
- (e) the Land may only have one single letterbox structure (finished in rendered brick or block or such other material approved by the DAP) for an auxiliary or duplex dwellings with a single letterbox structure with two mail slots.

8. CONSTRUCTION

- 8.1 The Buyer must ensure that construction of a dwelling:
 - (a) is completed within 10 months of the Settlement Date;

- (b) continually progresses in a timely manner (and in no case shall be left without progression for any period of 1 month or greater);
- (c) is not delayed unless there is a reasonable cause for the delay;
- (d) is in accordance with the Development Approval, Design Guidelines and the terms of any approval granted by the DAP; and
- (e) is undertaken in a good and workmanlike manner and in accordance with best trade practices.

8.2 The Land must be kept clean, tidy and secure until the construction of the dwelling, landscaping and fencing is completed.

9. DAMAGE TO THE ESTATE

9.1 Any damage to the Estate, including without limitation, kerb and channel, footpath, verge (including grass or vegetation), infrastructure, services which is caused or contributed to by the Seller (or their builders, contractors, invitees and agents) shall be rectified by the Buyer at their cost.

9.2 In the event that the Seller fails to rectify any damage caused or contributed to by the Seller or their builders, contractors, invitees or agents, then the Seller may cause such items to be rectified, and recover any and all costs associated with doing so from the Buyer, as a liquidated debt due and owing.

10. DIVIDING FENCES

10.1 The Buyer shall not make any claim against the Seller for contribution towards the cost of any fencing and indemnifies the Seller in respect of any claim relating to the fencing of the Land.

10.2 The Buyer shall not interfere with, damage, remove or obscure in any way any fence which the Seller has constructed, and shall cause such fence to be maintained in good repair.

10.3 The Buyer shall construct fencing along all boundaries of the Land and any adjoining Land prior to occupation of the dwelling.

10.4 Any fencing:

- (a) shall be of timber, brick, rendered masonry or other materials which complement the design of the dwelling;
- (b) must be a maximum of 1.8 metres above natural ground level; and
- (c) have a maximum of two access gates to the street frontage.

11. LANDSCAPING

11.1 Any landscaping to be undertaken on the Land must be submitted to the DAP for approval prior to the commencement of building works.

11.2 Landscaping shall include:

- (a) laying of turf to the front of the Land from the face of the building to the street (including verge);
- (b) planting garden areas with ground covers, shrubs and trees which are in keeping with the amenity of the Estate.

11.3 The Buyer is encouraged to preserve and retain all trees on the Land other than those required to construct the dwelling.

11.4 The Buyer must obtain any necessary consents to remove vegetation from the Local Authority.

11.5 The Buyer must maintain any landscaping in an orderly and visually pleasing state.

12. ANIMALS

12.1 No animals, livestock or poultry shall be brought onto, raised, bred or kept on the Land, except usual domestic dogs and cats and as allowed by the Local Government.

13. RE-SUBDIVISION

- 13.1 The Buyer shall not make, nor undertake a re-subdivision of the Land other than with the consent of DAP.

14. AUTHORITY

- 14.1 If the Buyer defaults under these Design Guidelines then the Buyer hereby authorises the Seller to:

- (a) Enter upon the Land and remove any structure, article or animal contravening these Design Guidelines;
- (b) Perform such works on the Land which the Seller considers necessary to comply with the Design Guidelines;
- (c) Obtain an order for specific performance requiring the Buyer to comply with their obligations;
- (d) Sue the Buyer for damages; and / or
- (e) Exercise their rights under Special Condition 12 of the Contract.

- 14.2 Such rights are without limitation to any other general rights the Seller may have against the Buyer under the Contract or at common law.

- 14.3 The Buyer indemnifies the Seller against any Claims resulting, contributed to or associated with the exercise of the Seller's rights under this clause, including all legal costs on a full indemnity basis.

15. GENERAL

- 15.1 These Estate Covenants may be waived or amended by the Seller or the DAP at any time in its absolute discretion, and the Buyer shall make no claim against the Seller in this regard.

- 15.2 No "for sale" sign may be exhibited on the Land at any time without the prior written consent of the Seller until the Seller has settled the sales of all the lots in the Estate. Any such signs will be forfeited to the Seller and the Seller is authorised to enter the Land and remove such signs.

- 15.3 If any requirement, covenant or condition contained in the Design Guidelines is or becomes invalid or unenforceable for any reason, the Seller reserves the right to amend the relevant requirement, covenant or condition and the Buyer agrees to be bound by the amended requirement, covenant or condition. The remaining requirements, covenants or conditions will continue to apply and be valid and enforceable to the fullest extent permitted by law.

- 15.4 The Buyer covenants with the Seller not to sell, transfer, assign or otherwise dispose of the Land without first delivering to the Seller a deed given by the transferee or dispone in favour of the Seller containing covenants on the same terms as these covenants which deed shall bind subsequent owners and require them to obtain a similar deed.

- 15.5 If any requirement, covenant or condition contained in these Design Guidelines is or becomes invalid or unenforceable for any reason, the Seller reserves the right to amend the relevant requirement, covenant or condition and the Buyer agrees to be bound by the amended requirement, covenant or condition. The remaining requirements, covenants or conditions will continue to apply and be valid and enforceable to the fullest extent permitted by law.

- 15.6 The rights and obligations of the parties under these Design Guidelines do not merge on completion of the Contract or construction of the dwelling house.

- 15.7 If any of these Design Guidelines are found to be invalid, illegal, unenforceable or void then they shall be severed and the remaining obligations shall remain in place and enforceable.