

**TANTITHA RISE**  
E S T A T E

**RESIDENTIAL COVENANT  
AND  
DESIGN GUIDELINES**

Tantitha Road, Gooburrum

## 1. Design Guidelines and Approval Process

- 1.1 The Buyer acknowledges that Tantitha Rise is being developed with a high standard of lifestyle in mind. It is the Seller's goal to create an attractive residential community.
- 1.2 Before undertaking any work or building work on the Property, you must first obtain the Seller's written approval. Your application for approval must include: -
- Site plan indicating North point, contour levels, finished floor levels, setbacks from all boundaries, total floor area and any proposed earthworks or retaining walls.
  - Floor plans showing dimensions and window positions.
  - Elevations indicating building heights, roof pitches, eave depths and all external plant and equipment.
  - External works plan showing driveway details (including location, extent, materials and finishes) and fence locations, heights and finishes.

If the proposed work or building work does not comply with this covenant and design guideline the Seller will advise the matters requiring attention. If amendments are required, amended plans are to be submitted to the Seller for approval. The Seller will give a written advice of approval where the proposed works or building works, as shown on the plans provided to the Seller, comply with this covenant and design guideline.

## 2. Transfer of Design Guideline to Future Buyers

- 2.1 Should the Buyer resell the Property the Buyer shall obtain a covenant in the same terms as the within covenant in favour of the Seller from the incoming buyer at or prior to settlement.
- 2.2 The Buyer acknowledges that should the Buyer not comply with special condition 2.1 hereof the Seller will suffer loss and incur expenses. The Buyer covenants and agrees with the Seller that should the Buyer fail to comply with special condition 2.1 hereof the Buyer shall indemnify the Seller with respect to any loss that the Seller may suffer as a result thereof and all costs (including legal costs on a full indemnity basis) that the Seller

may incur with respect to or as a result of the Buyer failing to comply with special condition 2.1 hereof.

## 3. Care and Maintenance of your Property

### 3.1 The Buyer shall:

- Maintain the Property free of excessive or unsightly weeds, rubbish or garbage and keep all turfed garden areas in good condition and appearance; and
- Not store car bodies, mechanical equipment, machinery, tanks, construction materials or the like on the Property other than equipment required for use in construction of a building on the Property and then only during the period of such construction.

Should the Seller notify the Buyer that slashing, maintenance or clearing of the Property is necessary to maintain the tidy presentation of Tantitha Rise, the Buyer shall carry out that slashing, maintenance or clearing within 14 days.

If the Buyer fails to comply with the request to slash, maintain or clear the Property, the Seller may employ a contractor to carry out that slashing, maintenance or clearing. Any costs incurred by the Seller relating thereto shall be recoverable as a liquidated debt owing by the Buyer to the Seller.

- 3.2 No excavation material, trees, rubbish, builder's waste or other substances whatsoever shall be deposited by the Buyer or his contractors on adjoining land. The Buyer must ensure contractors (including builders) undertaking work on the Property comply with the following:
- 3.2.1 A skip bin having a minimum size of 3m<sup>3</sup> shall be provided on site for the duration of the period the contractor is working on the Property.
- 3.2.2 Contractors must comply with all legislative requirements including the Environmental Protection Act and in particular erect sediment control barriers on the Property to prevent discharge into the drains and waterways.
- 3.2.3 The requirements of special conditions 3.2.1 and 3.2.2 above shall be implemented before any site works commence.

- 3.3 Caravans, camper vans, trailers, commercial vehicles and boats may not be parked or stored in the street, footpath or driveway. If stored on the Property, these vehicles are to be parked in a garage, enclosed shed or suitably screened such that they are not visible from a street or otherwise to the satisfaction of the Seller. Unregistered cars must be garaged and must not be visible from a street.
- 3.4 No temporary or re-located structures are to be erected or located on the Lot, unless for use in conjunction with the construction of a building or other improvement. Any such structures must be removed on the earlier of:-
- (i) immediately on completion of that construction; or
  - (ii) 3 months from the date same was erected.

## 4. Keep Roads Clean

- 4.1 The Buyer acknowledges that it is important that the roadways within Tantitha Rise Estate are kept clean and free of mud at all times. The Buyer must ensure that any contractor carrying out any works on the Property shall ensure that any vehicle leaving the Property or coming to the Property is clean and free from mud. Further, the Buyer agrees that should mud be placed on a roadway within Tantitha Rise Estate by any vehicle used in connection with work being carried out on the Property that the Buyer shall be responsible for all costs incurred by the Seller in removing the mud and cleaning the roadways.

## 5. Street Trees and Adjoining Surfaces

- 5.1 Street tree(s), paving and turfed surfaces adjacent to or adjoining the Property are to be protected by the Buyer at all times and in particular for the duration of construction of any building or other improvements on the Property and if damaged are to be replaced by the Buyer forthwith at the Buyer's expense. If the Buyer fails to comply, the Seller may after a period of 14 days without further notice to the Buyer and replace the damaged street tree(s), paving or turfed surfaces. Any costs incurred by the Seller relating thereto shall be recoverable as a liquidated debt owing by the Buyer.

## 6. Construction Time

- 6.1 Construction of any dwelling shall be timely and continuous once commenced.

## 7. Landscaping

- 7.1 Landscaping contributes greatly to the visual amenity and rural character of Tantitha Rise. Within a timely manner and in any case within a maximum of 2 months of the completion of any dwelling the Buyer must install landscaping to the road frontage/s of the Property which must include:
- High Quality grass cover throughout;
  - Mass Planting areas which are to be mulched and maintained free of weeds and rubbish;
  - Secondary Street Frontages are to be similarly landscaped to Primary Street Frontages.
- 7.2 The Buyer acknowledges the desirability of retaining trees on the Property and agrees not to remove or destroy or allow the removal or destruction of any trees on the Property, except where necessary in the construction of any buildings on the Property or to avoid an imminent threat to persons or property.
- 7.3 If there is on the Property on the Settlement Date of any landscaping (the Landscaping) then the Buyer covenants and agrees with the Seller that the Buyer will:
- 7.3.1 Keep and maintain the Landscaping in good condition at all times (including promptly replacing with similar plants any plants that have died);
  - 7.3.2 Water, fertilise and otherwise properly care for any plants included in the Landscaping;
  - 7.3.3 Not do any act or make any omission which will or may jeopardise, prejudice or adversely effect, the appearance, safety or reliability of the Landscaping; and

7.3.4 Not without the Seller's consent erect any structure, fixture or thing on the Landscaping.

## 8. Fencing and Retaining Walls

### 8.1 Fencing - Types

8.1.1 Any fencing materials, forms and colours must be as demonstrated in Appendix A 'Fencing Types'. The Following types of fences are permitted:

- Type A - To front, side and Rear Boundaries (including street frontage)
- Type B - To front, side and rear boundaries (including street frontage). This fence has been designed for the purpose of keeping domestic animals contained within the property.
- Type C - to the side and rear boundaries, excluding Primary and Street Frontages.

### 8.2 Fencing General

8.2.1 Notwithstanding the provision of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 the Seller shall not be bound to, and the Buyer shall not make any claim against the Seller to contribute to the construction of any dividing fences between the Property and any adjoining land owned by the Seller.

### 8.3 Retaining Walls Constructed by the Seller

8.3.1 If there is on the Property at the Settlement Date a retaining wall (the Retaining Wall) then the Buyer covenants and agrees with the Seller that the Buyer will:

- 8.3.1.1 Keep, maintain and repair the Retaining Wall so that it is in good condition at all times;
- 8.3.1.2 Not do any act or make any omission which will or may jeopardise, prejudice or adversely effect, the appearance, safety or reliability of the Retaining Wall;

8.3.1.3 Not erect any structure, fixture or thing on the Retaining Wall;

8.3.1.4 Keep the parts of the Retaining Wall readily observable from a road or adjoining property in a clean and tidy condition;

8.3.1.5 Not to place or drape over the Retaining Wall any article or thing which can be seen from a road or from another property.

8.4 Should the Seller notify the Buyer in writing that the Buyer has not complied with special condition 8.3.1 the Buyer will carry out such works as may be required to comply with special condition 8.3.1 within 14 days of the date of that notice. If the Buyer fails to comply with the Sellers Notice, the Seller may after the expiration of the said 14 day period enter the Property without further notice to the Buyer to undertake such works as may be required to comply with special condition 8.3.1. Any costs incurred by the Seller relating thereto shall be recoverable as a liquidated debt owing by the Buyer to the Seller.

### 8.5 Fencing Constructed by the Seller

8.5.1 If there is on the property at the Settlement Date a fence (the Fence) then the Buyer covenants and agrees with the Seller that the Buyer will:

- 8.5.1.1 Keep, maintain and repair the Fence so that it is in good condition at all times;
- 8.5.1.2 Repaint and/or re-oil the internal and external faces of the Fence when reasonably required;
- 8.5.1.3 Not do any act or make any omission which will or may jeopardise, prejudice or adversely effect, the appearance, safety or reliability of the Fence;
- 8.5.1.4 Not erect any structure, fixture or thing on the Fence;
- 8.5.1.5 Keep the parts of the Fence readily observable from a road or adjoining property in a clean and tidy condition;

8.5.1.6 Not to place or drape over the Fence any article or thing which may be observable from a road or from another property.

8.6 Should the Seller notify the Buyer in writing that the Buyer has not complied with special condition 8.6.1 the Buyer will carry out such works as may be required to comply with special condition 8.6.1 within 14 days of the date of that notice. If the Buyer fails to comply with the Seller's Notice, the Seller may after the expiration of the said 14 day period enter the Property without further notice to the Buyer to undertake such works as may be required to comply with special condition 8.6.1. Any costs incurred by the Seller relating thereto shall be recoverable as a liquidated debt owing by the Buyer to the Seller.

## 9. General Building Appearance

- 9.1 The home should be designed to maximise the natural characteristics of its surroundings. The home is to address the street by having some bedrooms or living room windows facing the primary street frontage. Corner Lots should address the primary and secondary Street frontages.
- 9.2 Garages are to be designed and constructed to be integrated with the dwelling design using the same form as the dwelling.
- 9.3 Clotheslines must not be visible from a road or public areas.
- 9.4 Letterboxes shall be designed to suit the dwelling and located adjacent to the driveway.
- 9.5 Air Conditioners shall be located below eave lines and must not be visible from a road or public areas.
- 9.6 Rainwater tanks are to be located underground or if above ground must not be visible from a road or public areas. Alternatively, if the rainwater tank is to be incorporated as an architectural feature, this must be submitted to the Seller for approval which may be withheld at the Sellers discretion.
- 9.7 Solar water heaters must have solar collectors that are flat fitting to the roof with no support frames with solar storage tanks detached and not visible from a road or public areas.

## 10. Specific Building Guidelines

- 10.1 These covenants contain building guidelines which must be complied with by the Buyer. However, the Seller encourages a range of housing design initiatives to improve the design sustainability and amenity of Tantitha Rise. To this end, the Seller may, in its total discretion approve the use of alternative materials and construction if the Seller is satisfied that the use will complement the overall amenity of Tantitha Rise.
- 10.2 The external cladding to all levels or storeys (except for doors and windows) must be at least 80% brick, brick veneer or other applied texture coated material such as rendered finish, granosite or similar finish approved by the Seller.
- 10.3 No raw and/or untreated materials are permitted for external building materials. This includes unfinished and unpainted blockwork, fibre cement, polystyrene cladding, plain grey concrete and plain concrete sleeper retaining walls or garden edging.
- 10.4 Colours for all homes and structures should reflect the colours of the Tantitha Rise landscape. Bright Primary Colours, pink, purple, blue or bright green are not permitted.
- 10.5 Roof Form and Materials
- 10.5.1 Roofs are to be a simple composition of shapes with the use of architectural elements to create interest in the elevations. Acceptable roofing materials include Colorbond profiled metal or concrete tiles in natural colours that are sympathetic to the rural character of Tantitha Rise.
- 10.5.2 Roof Pitches for the main building shall be a minimum of 25 degrees for a pitched roof and 10 degrees for a skillion roof.
- 10.5.3 All gutter and downpipe treatments must compliment the home design.

## 10.6 Driveways and Crossovers

- 10.6.1 Only one access driveway is permitted to and on the Property. The driveway should be a min of 3m wide and a maximum of 6m wide.
- 10.6.2 The driveway and all vehicle paths within the Property will be constructed using concrete or stone pavers, coloured and stamped concrete, stencil concrete, bitumen (with suitable edge treatment) or exposed aggregate. Gravel, grass, concrete track, timber sleeper, loose dirt or turf cell are unacceptable driveway finishes.
- 10.6.3 The driveway and vehicle accessways within the Property are to be of natural colours and tones.

## 10.7 Ancillary Structures - Garages, Carports, Sheds and Animal Enclosures

- 10.7.1 All Ancillary Structures including but not limited to garages, carports sheds and animal enclosures are required to be complimentary to the home in colour, material and form. If a carport is to be built it must be screened on three sides.
- 10.7.2 All ancillary structures must be constructed behind the main dwelling building line and not detract from the visual amenity of adjacent or adjoining properties.
- 10.7.3 No reflective or plain galvanised colours can be used in construction of ancillary buildings. The colours of any metal walling or roof should in in keeping and sympathetic to the natural surroundings and the home itself.
- 10.7.4 No shed may be occupied as a dwelling or temporary dwelling.

## 10.8 Undercroft Screening

- 10.8.1 The area between the ground floor and/or deck of the home and the ground is to incorporate landscaping or fixed screening (e.g. timber battens or lattice) to screen these areas from view of the street or public open space.

## 11. Residential Design and Siting Guidelines

Any dwelling or other building or improvement howsoever described constructed or placed on the Property must comply with the following: -

ITEM	REQUIREMENT
Site Cover	
Including Garages, Carport Verandahs and ancillary structures	Maximum of 30% site coverage over the entire Property.
Minimum Floor Area	
Including `garages, carports, verandahs, decks and Pergolas but excluding Sheds and other ancillary structures	Single Level homes - 240m <sup>2</sup> is encouraged as a minimum 2 level Homes - 180m <sup>2</sup> minimum on ground level.
Building Setbacks	
Street	
Outer most projection	8.0m Minimum
Primary Structure Wall	9.0m Minimum
Garage	
Primary Street Front	9.0m Minimum
Secondary Street Front	8.0m Minimum
	Note: The garage is to be set back behind the Primary structure wall (main building line) so that the garage door does not dominate the streetscape.
Side	
Outer most projection	2.0m Minimum
Primary Structure Wall	3.0m Minimum
Rear	
Outer most projection	2.0m Minimum
Primary Structure Wall	3.0m Minimum
Eaves	
Minimum Overhang	Minimum of 80% of the eaves must not be less than 600mm
Building Height	
Number of Storeys	2 storeys Maximum
Height from Mean Ground Level	9.0m
Landscaping	
Planting requirement for each road frontage	Turf/or enhanced seeding, and low planting prior to occupation.
Density	
Number of dwellings per lot	There is a maximum of 1 single unit dwelling per Property. Secondary dwelling, duplexes or multiunit dwellings are not to be constructed.
Car Accommodation	
Minimum Size of Garage	2 car
Driveways	
Driveways	Minimum 3.0m wide Maximum 6.0m wide
Completion	All driveways are to be completed prior to occupation of the home.

## 12. Signage

- 12.1 Buyer shall not erect or permit to be erected on the Property any advertisement, sign or hoarding or similar structure or more than one (1) "For Sale" sign without the prior written consent of the Seller. Any sign, advertisement or hoarding or other similar structure placed on the property without the Seller's consent may be removed by the Seller and the Buyer hereby consents to the entry by the Seller onto the Property for that purpose.

## 13. Variations

- 13.1 Notwithstanding the covenants contained in this Contract the Seller reserves the right to approve designs or materials which are not within the requirements set out herein and to vary the terms hereof at any time.

### ACKNOWLEDGEMENT OF COVENANT

I/We,

\_\_\_\_\_  
(Print Name/s)

being the Purchaser(s) of Lot

\_\_\_\_\_  
(Insert Lot Number)

at Tantitha Rise, acknowledge that our contract to purchase that Property contains the covenant with respect to building and other matters on the Property, set out above.

I/We acknowledge that we have read that covenant and that we fully understand what is required of us in complying with the covenant.

We declare that it is our intention to comply with the terms of the covenant.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

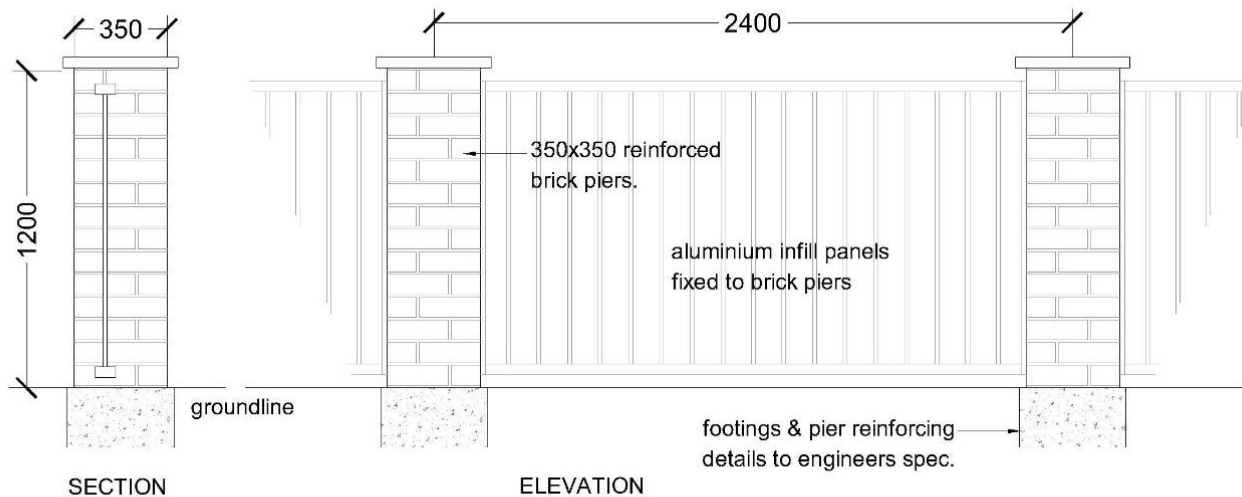


## APPENDIX A - FENCING TYPES

### TANTITHA RISE ESTATE - TANTITHA ROAD, GOOBURRUM.

#### FRONT BOUNDARY - Fencing Detail 'A'

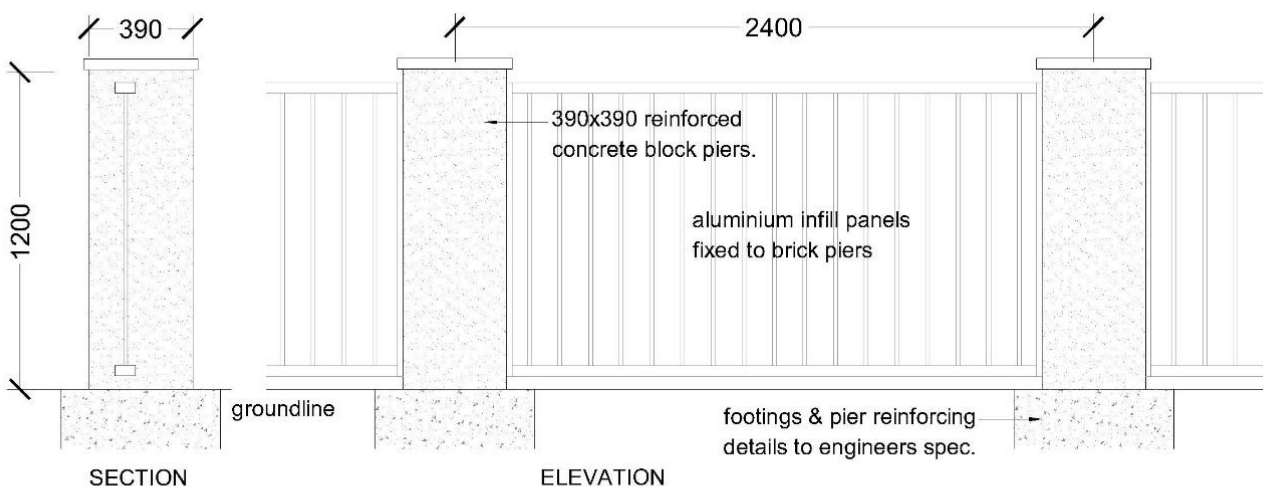
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- 350 x 350 reinforced brick piers finished at top with suitable capping paver.
- Feature Aluminium infill panels fixed to inside of piers.
- Footings & Reinforcing details to Engineers spec.
- Alternative designs or materials can only be used with the permission of the seller.

#### FRONT BOUNDARY - Fencing Detail 'B'

nts.

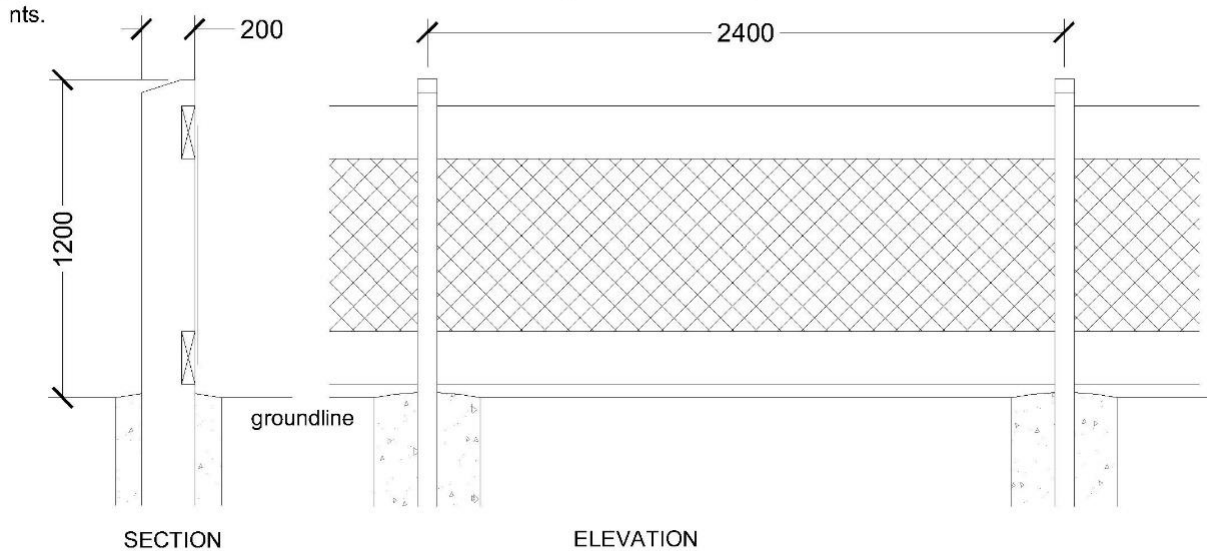


- 390 x 390 reinforced concrete block piers. Piers to be rendered or clad in stone. Pier to be finished at top with suitable capping.
- Feature Aluminium infill panels fixed to inside of piers.
- Footings & Reinforcing details to Engineers spec.
- Alternative designs or materials can only be used with the permission of the seller.

## APPENDIX A - FENCING TYPES

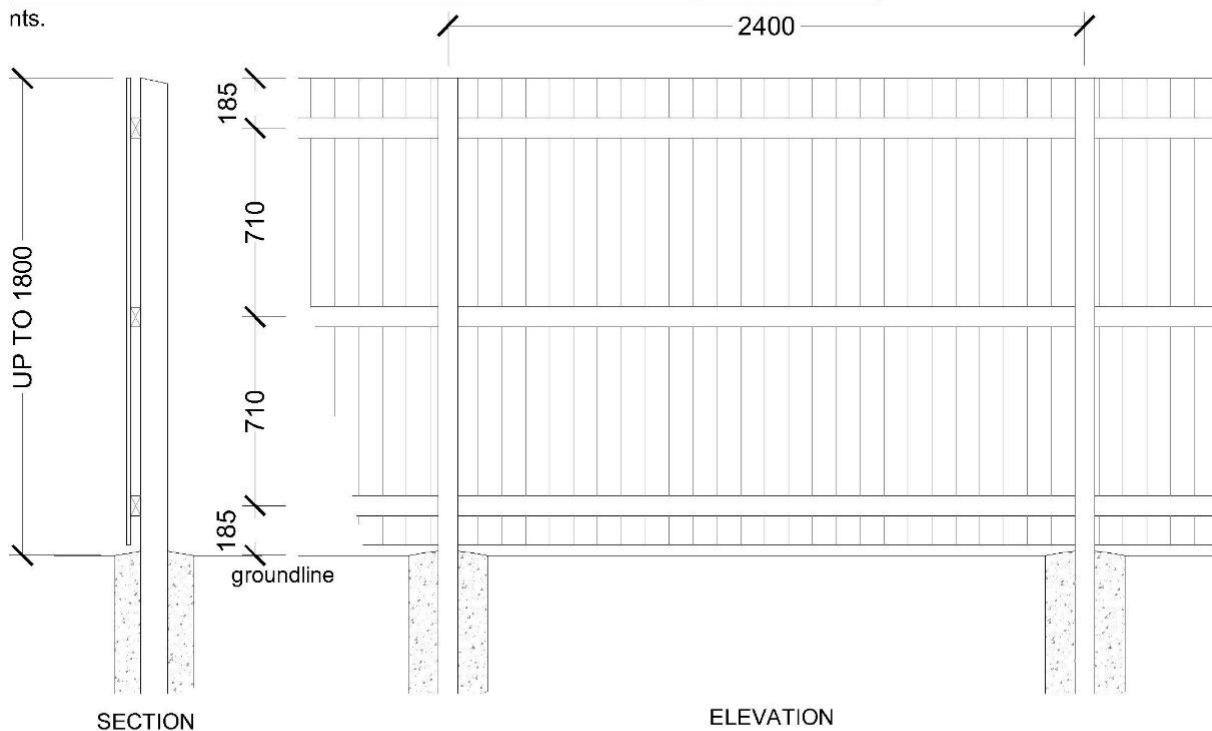
### TANTITHA RISE ESTATE - TANTITHA ROAD, GOOBURRUM.

#### FRONT BOUNDARY - Fencing Detail 'C'



- 200 x 75 Hardwood H4 treated timber posts with 200x50 Hardwood treated rails fixed to posts with Galvanised batten screws. 200 x 200 Hardwood H4 treated timber posts to be used at corners and lot access points.
- All hardwood to be finished with suitable timber preservative such as Lanotec, Tanacoat, Flood Spa & Deck etc.
- Chainmesh mesh fixed to posts & rails to builders spec. Chainmesh finished in black plastic coating.
- Footings & Reinforcing details to Engineers spec.
- Alternative designs or materials can only be used with the permission of the seller.

#### SIDE & REAR BOUNDARY - Fencing Detail 'A'



- 75 x 100 H4 treated hardwood posts with 75mm hardwood rails fixed to posts with galvanised batten screws
- Treated hardwood timber palings fixed to rails
- Footings & Reinforcing details to Engineers spec.
- Alternative designs or materials can only be used with the permission of the seller.

## APPENDIX A - FENCING TYPES

### TANTITHA RISE ESTATE - TANTITHA ROAD, GOOBURRUM.

#### SIDE & REAR BOUNDARY - Fencing Detail 'B'

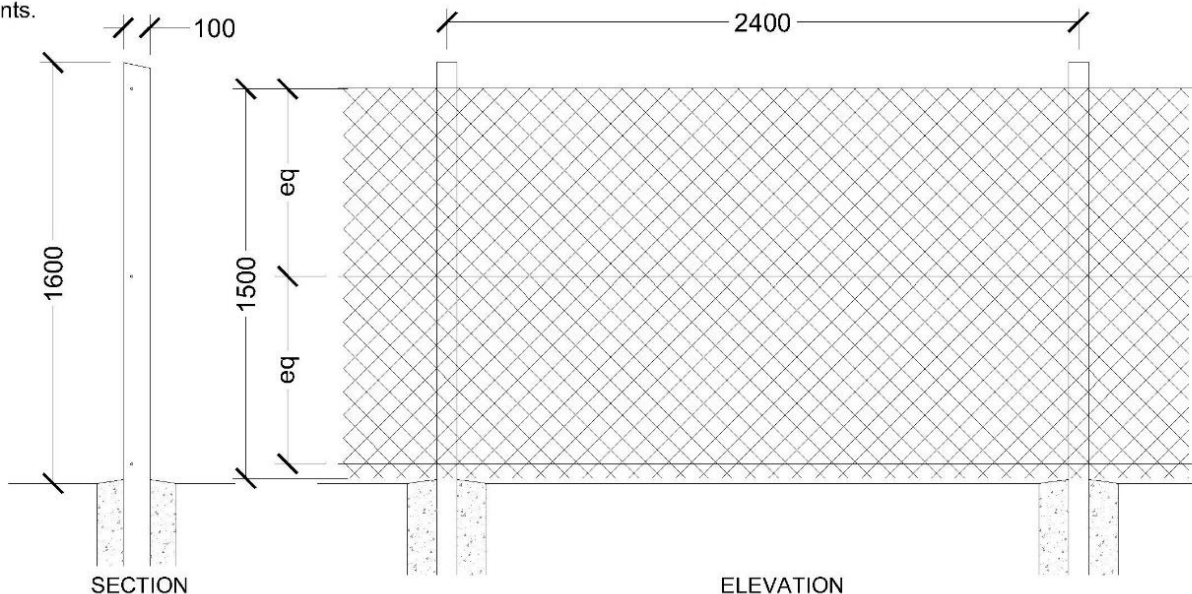
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- 100x100 Hardwood H4 treated timber posts with galvanised wire evenly spaced through posts. No barbed wire permitted. Corner / Gate Posts min 150x150 H4 Treated Hardwood. Installation of bracing of corner & gate posts as required.
- Footings & Reinforcing details to Engineers spec.
- Alternative designs or materials can only be used with the permission of the seller.

#### SIDE & REAR BOUNDARY - Fencing Detail 'C'

nts.



- 100x100 Hardwood H4 treated timber posts with galvanised wire evenly spaced through posts. No barbed wire permitted. Corner / Gate Posts min 150x150 H4 Treated Hardwood. Installation of bracing of corner & gate posts as required.
- Galvanised or black plastic coated chainmesh fixed to posts and galvanised wire as required.
- Footings & Reinforcing details to Engineers spec.
- Alternative designs or materials can only be used with the permission of the seller.