

Building Design Guidelines & Covenant



Fairways

at townsville golf club

ingenta
Creating Clean Green Communities

*close to everything . . .
yet a world away*

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BUILDING GUIDELINES

Protecting Your Investment

Fairways is an environmentally responsible master planned residential community development integrating with a private 18 hole golf course.

The Covenant and Building Design Guidelines for Fairways are designed to enhance the quality and livability of the estate and offer peace of mind that your investment at Fairways is secure by committing all land owners to a high standard of housing, landscaping and streetscape.

Ingenta is the Development Manager and will administer these building and development requirements on behalf of the Townsville Golf Club Inc ("TGC"). If you have any queries please contact Ingenta on (07) 4778 3148.

Approval of Building Works at Fairways Covenant:

Prior to lodgement of your plans with the Townsville City Council or your private certifier you are required to obtain approval for your Building Works by TGC.

Note that throughout this Covenant the term "Building Works" refers to the construction, alteration, renovation or repair of any dwelling, building, fence, retaining wall, driveway, external sign or hoarding, or other external elements that may impact on the streetscape or neighbours.

The following must be submitted for approval:

1. Site Plan indicating where your home is located on your home site.
2. Floor Plan showing the measurements of all the rooms in your home.
3. Four Elevations to illustrate the appearance of your home from the front, back and both sides.

4. A schedule of external colours and materials.
5. Fencing, retaining walls and driveway details.
6. Landscape plan showing planting and lawn layout.
7. A completed application form for approval (see attached form in Appendix 1).

Your building designer/architect would normally supply these details.

The approval process required by this Covenant for Fairways is additional to and not in lieu of any State or Local Government building or planning approval requirements. TGC will endeavour to process your plans within five (5) working days.

TGC will assess the plans for compliance with these covenants. Notwithstanding the requirements of these covenants, any application which seeks approval of a design and/or materials inconsistent with these requirements but which are consistent with the intent of these covenants will be considered on its merits. In these covenants any reference to a consideration "on the merits" shall be a reference to a consideration based on the intent.

Interpretation of these requirements is at the sole discretion of TGC "on the merits".

Building time at Fairways

Intent:

Once you have commenced building your home, the construction is to be completed expeditiously.

Protecting Trees at Fairways

Covenant:

Throughout Fairways there are a number of trees, which have been retained or planted, to enhance the natural environment and provide natural habitat for wildlife and shade from the summer heat. Written approval from TGC is necessary for the removal of any trees retained

on your homesite or footpath, before or after construction of your home. Where trees need to be removed for building purposes, and approval is granted by TGC, they must not be cut down earlier than seven days before the commencement of building and must be completely removed from the site within 48 hours.

BUILDING REQUIREMENTS

Architectural Character

Intent:

Dwelling design shall respond to the local climatic conditions, golf course location and neighbouring dwellings at Fairways and be representative of 'contemporary architecture'. The house constructed on your home site must be used only for a single family residence.

Solutions:

A contemporary approach to design for climate and environment is encouraged. Inappropriate historical replicas, traditional brick veneer project homes, and multi unit developments are not permitted.

Appropriate design for golf course location shall incorporate-

- Architectural elements designed to capture the prevailing breezes providing good natural cross flow ventilation
- Wide eaves, overhangs and window shading for sun protection (particularly west facing) to improve the environmental performance of the home
- The inclusion of covered balconies, verandas, and/or walkways to provide streetscape variety
- Open plan living blending interior with exterior; a reduction in building bulk of walls and rooflines, techniques.

Energy Efficient Design Objectives

Advice:

All new houses in Australia are required by the Government to achieve certain minimum energy use standards. This rating is achieved through careful design and siting. Designing your home to suit the North Queensland climate will reduce your living costs, help the environment and improve the comfort of your home.

Siting Solutions:

Designing to suit the site will help achieve a climate responsive and energy efficient outcome for your home. Orientation of living spaces to the north, eaves and careful placement of windows to encourage cross ventilation will reduce your energy bills. Where possible, the following should be considered -

- Avoid large windows to the west to prevent afternoon sun from heating the home
- Locate living areas and bedrooms on the north, east and south-east to catch breezes and morning sun
- Provide minimum 450mm eaves to the north, west and east sides of the house
- Locate areas where limited time is spent, such as garages, laundries and bathrooms to the west or south-west, shading the rest of the house from the western afternoon sun
- Design to provide free movement and airflow between living, kitchen and outdoor areas
- Design openings to take advantage of north-east and south-east breezes.

Energy & Water Solutions:

Whilst not mandatory the following recommendations will also improve the comfort and cost efficiency of your home -

- Good cross flow ventilation design

- Ceiling fans to all living rooms and bedrooms
- Energy efficient appliances
- Gas cooktops
- Control systems for lighting and air conditioning, timers, sensors – turn off when not in use
- Water efficient taps, toilet suites and dishwasher
- A water efficient front loading washing machine
- Heat pump or solar hot water system
- Eco friendly lawn and waterwise plants (refer Page 6)

Environmental Solutions:

Careful selection of building materials, finishes and products have a benefit to your family's health and the natural environment. We encourage the use of products such as the following –

- Paints and floor finishes that are water based and have low toxic emissions
- Renewable, natural materials such as plantation timber
- Materials with recycled content to reduce the amount of waste sent to landfill

External Wall Finishes

Intent:

External wall finishes must be of scale, form and material that are reflective of 'contemporary architecture'.

Solutions:

A balanced mix of materials is encouraged for each dwelling. Use of over 20% of face brick is not permitted. Acceptable wall materials include -

- Concrete, Stone and Masonry (smooth quicksand render or texture paint finishes)
- Weatherboard (stain or paint finishes)
- Fibre cement wall sheeting with timber batten covers to joins (paint finishes).

A maximum of 70% of any one material is encouraged, 100% use of one material is not supported unless the scale, texture or form of the wall finishes are modified to provide variation in scale and appearance.

Roofing

Intent:

Roofing is of a scale, form and construction that is reflective of 'contemporary architecture', including -

- Pitch
- Materials and
- Design innovation
- Colour

Solutions:

Roof form:

- The minimum pitch for conventional hipped roofs must be 22.5 degrees
- Modern and contemporary roof forms and shape are encouraged with reduced roof pitches being encouraged (e.g. Skillion roofs at 10-15 degrees)
- Steps and changes in roof form and shape are encouraged to add interest to the streetscape; and Curved roof forms will be considered on their merits along with combinations of pitched roofs and flat roofs.

Roof Materials:

Metal sheeting (finishes include: zincalume, colorbond, copper or zinc) is permitted. Roof Colours that are light coloured are encouraged.

Gutters and downpipes:

All gutters and downpipe materials and colours must complement the dwelling design.

Rear Setbacks

Covenant:

The dwelling, excluding open patios, verandas and pergolas, must be at least 4 metres from the rear boundary of the Lot adjoining the Golf Course.

Corner Allotments

Intent:

Dwellings are to address primary streets, secondary streets and adjoining public spaces. The primary and secondary facades are to have complementary elements.

Solutions:

Windows, balconies and veranda devices must be incorporated into street frontages and public realm*. Blank walls in excess of 8.0m without windows facing primary and secondary street frontages must be avoided.

Repetitive Design

Covenant:

Repetitive designs are not acceptable and each street in Fairways should have a variety of building forms. We may refuse applications for building that will have a similar appearance to other buildings in the street that are within 100m of your lot.

Street Address

Covenant:

Dwellings must address the public realm* to contribute to the streetscape character and enable passive surveillance.

Solution:

The main entrance to the dwelling must open on to the primary access street or public open space.

Vehicle Accommodation

Covenant:

Residents' vehicles must be accommodated on-site with minimal visual obtrusiveness and adequate provision for vehicle maneuvering. The location and treatment of garages and garage doors must contribute positively to the primary streetscape and must not protrude more than 3 metres from the front wall of the main dwelling.

Solutions:

Vehicle space provided: A minimum of two (2) on site car parking spaces must be provided for all allotments. Enclosed garage accommodation must be provided for a minimum of one car. Open carports are not permitted.

Materials:

Garage door materials must compliment and incorporate the design details of the main dwelling.

Streetscape:

The garage must be setback from the front facade of the dwelling so it does not dominate the frontage.

Ancillary Structures

Covenant:

Ancillary structures must be visually attractive and blend with the building and landscape design.

Solutions:

Enclosed covered storage with external access within the dwelling (i.e. garage) is encouraged.

Siting:

If the storage is in the form of a garden shed or lawn locker – one structure only is to be provided and must not exceed a maximum area of 10m² with minimum setbacks of 1 metre from the side boundary and 2 metres from the rear boundary and to be positioned so as to be not visible from the public realm*.

Construction:

Roof pitch, colours and external materials are to match or compliment the main dwelling.

DRIVEWAYS, PARKING & ACCESS

The driveway to your home

Covenant:

The driveway to your home must be constructed from one of the following:

- Concrete
- Slatecrete
- Brickcrete
- Concrete paving, or
- Such other material as may be approved by TGC acting "on the merits".

The driveway is to be provided from the street to each car accommodation within one (1) month after the completion of your home, and shall extend from the kerb edge to the full depth of the car accommodation. When locating your driveway you must take into account the location of existing structures such as light poles, Telstra boxes, and storm water gullies, etc. The kerb may not be cut to install a driveway without the prior approval of the Townsville City Council.

Parking and Access

Covenant:

No vehicles are to be parked on the nature strip or on turfed or landscaped areas in the front yard of your homesite or adjoining homesites.

Commercial or recreational vehicles (such as a boat, caravan or trailer) must be parked behind the streetfront building line and screened or fenced from the public realm*. These vehicles are not to be parked on the streets of Fairways or on your driveway or between the front of the house and the front boundary of your home site or other residential homes in Fairways.

Heavy vehicles or trucks (3 tonne or over) are not to be parked on your home site, on vacant land or in the streets at Fairways.

FENCING REQUIREMENTS

General Fencing Conditions

Covenant:

The fencing used around your home and those of your neighbours will impact on the overall appearance of Fairways, and must be completed prior to occupancy of your home.

- Side boundary fences between adjoining home sites must be 1.8 metres high and be constructed from flat topped timber CCA treated palings with no gaps between vertical palings and must not protrude forward of the building line.
- Fencing to secondary street frontages on corner home sites must be a maximum of 1.8 metres high timber CCA treated palings, claybrick, masonry or block rendered or other material approved by TGC “on the merits” and must incorporate a feature detail and variation of alignment and must be approved by TGC acting “on the merits”.
- Except for golf course frontage lots, rear boundary fences, and fences on perimeter boundaries of Fairways must provide and shall be 1.8 metres high flat-topped timber CCA treated palings with no gaps between vertical palings.
- Notwithstanding the provisions of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011, the Land Owner shall not make any claim, demand or request of TGC for the erection of any fence or fences which the Land Owner may wish to erect and it is expressly agreed between the parties hereto that the provisions of the Neighbourhood Disputes (Dividing Fences and Trees) Act shall have no application as between you and TGC.

Golf Course Fencing (Stage 1-6)

Covenant:

If the property backs onto golf course land the side fence profile will be altered as follows -

- From where the side boundary fencing meets the rear alignment flat top aluminium fencing at 1.2m high, the timber CCA treated paling fence with no gaps, will proceed horizontally at 1.2m for a distance of 2.4m. From the 2.4m point to the 4.8m point, the side fence must slope from 1.2m to 1.8m high.
- Fencing adjoining the golf course is 1.2m high Royal flat top aluminium tubular panels or an identical product, finished in factory processed Woodland Grey colour. Rear gates are not allowed.
- The Land Owners agree to maintain but not to interfere in any way with the pool fencing erected on the rear boundaries of their lot. The rear boundary aluminium tubular panel fencing has been erected wholly on golf course land and as such is the property of TGC.

Golf Course Fencing (Stage 7, 8, 9)

Covenant:

If the property backs onto golf course land the side fence profile will be altered as follows -

- From where the side boundary fencing meets the rear alignment flat top aluminium fencing at 1.2m high, the timber CCA treated paling fence with no gaps, will proceed horizontally at 1.2m for a distance of 2m. From the 2m point to the 4.4m point, the side fence must slope from 1.2m to 1.8m high.
- Fencing adjoining the golf course is 1.2m high Royal flat top aluminium tubular panels or an identical product, finished in factory processed Woodland Grey colour. Rear gates are not allowed.

- The Land Owners agree to maintain but not to interfere in any way with the pool fencing erected on the rear boundaries of their lot. The rear boundary aluminium tubular panel fencing has been erected wholly on golf course land and as such is the property of TGC.

Front Fencing

Covenant:

TGC will approve the construction of front fencing along the front boundary of a lot if they comply with the following guidelines -

- Walls must not be higher than 1.4 metres and no longer than 3.0 metres in any section and must be setback at least 0.6 metres from the front boundary
- Walls must be constructed of approved materials (excludes CCA timber or picket fencing) and, if painted or rendered, must be finished in colours that are complimentary to the dwelling; other material can be approved by TGC “on the merits”
- Wall must be incorporated within the overall landscaping plan, and may include rocks, plantings and vegetation to blend in with the rest of the landscaping
- Walls may include letterboxes and/or dwelling numbers
- Walls should be landscaped with trees and shrubs to soften their appearance.

LANDSCAPING & MAINTENANCE

Landscaping & maintenance of your home site

Covenant:

The Land Owner must ensure that no rubbish is allowed to accumulate on the land purchased for a period greater than two weeks, and that all building materials,



rubbish and excavated material is not placed outside the Building Location Envelope or outside the land purchased.

Prior to Construction:

To maintain a high standard of presentation throughout Fairways, vacant home sites must be neatly presented and maintained prior to the construction of your home. You are to ensure that the grass on the home site is mowed regularly and that any weeds growing are kept to a minimum. Rubbish is not to be allowed to accumulate or be placed on your home site.

During construction:

At Fairways there are footpaths and parks which will be landscaped to enhance the overall presentation the estate. During the construction of your home you must ensure that any landscaped areas adjoining your homesite are not damaged by building construction activities. You must ensure that builders and subcontractors working on the land keep the grass and/or landscaping fully maintained in its original condition and control litter by ensuring that it is placed in a secure container at all times. All building materials, soil and equipment must be contained within the building site at all times.

It is the Land Owner's responsibility on their site or adjoining sites to pay for the replacement of street trees or for repairs to street irrigation damaged whilst the building work is being carried out on the site or on the Land Owner's driveway.

It is the Land Owner's responsibility to advise its builder of the location of any street or footpath irrigation that is used for watering the street trees or garden bed. Should the street irrigation, trees or kerb be damaged during the construction of the Land Owner's dwelling, it will be the Land Owner's responsibility to pay to the Seller any costs the Seller incurs in making good any such damage.

The garden beds on the footpath adjoining your home site are your responsibility.

Intent After Construction:

To achieve a high standard of presentation and landscaping at Fairways, Land Owners are encouraged to maintain a tidy and well presented garden. Within one (1) month of the practical completion of your home, areas visible from any public realm* shall be grassed and have the landscaping installed

Landscape requirements

Intent:

- Plants - Water-wise planting and the use of local indigenous species are preferred for landscaping at Fairways.
- Irrigation - Install a domestic grade irrigation system to the garden and lawn with automatic operation.
- Turf - Install A grade turf laid on 50mm of imported topsoil.
- Garden Edging - Install brick or concrete edging or similar formal edges complimentary to the house and driveway.
- Garden Area - Install garden beds with a minimum area of 25 sqm with improved garden soil to a minimum depth of 150mm. The garden is to be mulched to a minimum of 75mm.

Landscape plans must be submitted to TGC for approval before installation commences.

You are responsible for maintaining the land in a clean and tidy condition and all buildings and fences erected on the land should be maintained in good order and repaired to the satisfaction of TGC. In addition, you will be responsible for maintaining and nurturing all turfed areas and gardens on your home site and the adjoining footpaths.

TGC may by itself or by its agents and with or without workmen and others at all reasonable times during

daylight hours enter and view the state of the land and the buildings and fences erected on the land and the appearance of the garden areas and if considered necessary deliver to you a notice in writing requiring you to landscape or to clean and tidy the land or maintain and repair the buildings and fences.

Native Plant Species

Intent:

The list below is a guide of native species that residents are encouraged to use and will provide an ongoing benefit to the community of Fairways:

Trees:

Red Ash; Mango Pine; Moreton Bay Ash; Red Beech; Brush Box; Weeping Paperbark; Pongamia; Red Goondoo; Native Gardenia; White Apple; River Cherry; Weeping Lilly Pilly and Golden Penda.

Palms:

Alexandra Palm; Carpentaria Pal and Foxtail Palm.

Shrubs:

Silver Leafed Wattle; Townsville Wattle; Native Ginger; Bottlebrush; White Current; Native Gardenia; Cardwell Leptospermum; Copper Glow; Claret Top Melaleuca; Revolution Gold; Revolution Green; Snowstorm; Dwarf Mock Orange; Native Mock Orange; Aussie Compact Lillypilly; Aussie Southern; Tiny Trev Lillypilly; Dwarf Riberry; Magenta Cherry and Lillyput.

Turf Plants:

Blue Flax Lilly; Paroo Lilly; Silver Streak; Bloodroot Lilly; Knobby Club Rush; Creek Mat Rush; Woolly Mat Rush and Forest Mat Rush.

Groundcovers:

Cut Leaf Daisy; Glennie River Gardenia; Waterfall Plant; Condamine Couch and Beach Vitex.

Native Grasses:

Feather Top Grass; Lemon Scented Grass; Nafray Swamp Foxtail and Kangaroo Grass.

OTHER REQUIREMENTS

Clothes lines

Covenant:

“Extend-a-lines” and “Para-lines” are preferred. Clothes lines should be aesthetically sensitive in terms of design and location and should not be visible from any public realm*. Galvanised iron or zincalume finishes and Rotary Clothes Lines are not permitted.

Mail box

Covenant:

The mailbox must be constructed of brick and mortar, or any other material approved by TGC acting “on the merits” and should reflect the style and character of your home.

Air-conditioners

Covenant:

Air-conditioners must be located so that they are screened from public view. Wall and window units must be painted to match the colour or tone of the dwelling and should not be visible from any streets or public areas. If they are visible from any street or public areas they must be totally screened with an attached screen approved by TGC. Wall airconditioners will not be permitted on a wall directly facing or backing onto a road, park, or water corridor. Units located above the roof line must be sited as low as possible with the highest point of the unit no higher than the roof ridge and be coloured to match the roof colour.

Signs

Covenant:

Signs and hoardings advertising products and businesses are not permitted on your home site. Display home signage may only be erected with the prior approval of TGC. During construction of your home, builders/trades persons signs may be permitted where they are required

by law. However, these signs must be removed once construction is completed. A real estate “for sale” sign (600mm x 450mm maximum size) is permitted and limited to one per property.

Rubbish bins

Covenant:

Rubbish bins and green waste containers must be screened from the street and must not be visible from the street except on the nominated day for rubbish removal by the Townsville City Council, or the designated contractor.

Display homes at Fairways

Covenant:

Throughout the development of Fairways, display homes may be built as part of a display village. You shall not object to display homes in the display village and shall not operate a display home at Fairways without the written approval of TGC which is unlikely to be granted whilst such a display village is open.

Relocatable buildings

Covenant:

You must not erect or permit to remain on the land any building previously erected on other land or any caravan, tent or living shelter of any kind.

Incomplete buildings

Intent:

You must not live in your dwelling until it has been completed.

LEGALS

Golf Course:

The Land Owner acknowledges that the Property is situated in close proximity to the established Townsville Golf Course. Living in such close proximity provides

many enjoyable amenities however there are inherent risks and potential impacts on residential amenity associated with living on or near a golf course.

The Land Owner acknowledges that the Townsville Golf course operates maintenance equipment including but not limited to lawn mowers, tractors, leaf blowers, weed eaters, aerators, fertilisers, bunker rakes, irrigation systems and utility vehicles at various times on the Townsville Golf Course which may impact on the residential amenity as a result of the use of such equipment.

The Land Owner acknowledges that whilst the Townsville Golf Course is designed by a golf course architect and the design complies with relevant safety standards, golf balls may land outside on the Property from time to time.

No merger

This covenant does not merge on completion but shall continue in full force and effect and remain binding on the Land Owner.

Section 55 Property Law Act

This covenant is not intended to create any duty enforceable by a third party under Section 55 of the Property Law Act.

Change to Covenant

The Buyer hereby absolves TGC from any liability whatsoever for any action taken in the variation or relaxation of this covenant or the covenants in respect to any other lots at Fairways where the variation or relaxation is “on the merits” or where this covenant confers the sole discretion on TGC. TGC acknowledges that new products are introduced to the market or to substitute existing products on the market, and provided those products, in their opinion, are acceptable to the

aims of this covenant TGC may decide to approve such products.

Covenant to be passed onto Buyers

The Land Owner shall not sell, transfer or lease the house and land without obtaining a deed of covenant from the Land Owner, transferee or tenant in favour of TGC, to be bound by the agreements contained in these covenants in the same manner as if the Land Owner, transferee, or tenant had signed this contract as Land Owner. If the Land Owner fails to obtain a deed of covenant from the transferee or tenant as described above, the Land Owner will be in breach of these covenants and will be liable under the Liquidated Damages clause.

Breach of Building Covenant

If the Land Owner is in breach of any of the building requirements in this covenant and this Contract has not been completed then TGC shall have the right to terminate this Contract by written notice to the Land Owner. TGC's rights under this covenant shall be in addition to any other rights that TGC has against the Land Owner.

Seller's Legal Costs and Expenses:

The Land Owner shall upon demand by the Seller pay all costs (as between solicitor and client) and expenses incurred by the Seller in relation to -

- Any letter or demand issued by the Seller or its solicitors to the Land Owner requiring performance by the Land Owner of its obligations under this covenant
- Any notice lawfully given by TGC to the Land Owner pursuant to this covenant
- Any application by the Land Owner to TGC to vary or exclude any of the obligations under this covenant (whether successful or not)

- Any proceedings lawfully brought by the TGC to enforce the performance by the Land Owner of its obligations under this covenant including any proceedings brought by the Seller against the Land Owner to recover any monies which are due and owing by the Land Owner to TGC.

Liquidated damages

If the Land Owner shall be in default under these covenants or breach any of the building requirements in this covenant then upon TGC giving prior written notice to the Land .

Owner of such default or breach and upon such default or breach remaining unremedied by the Land Owner for a period of seven days from receipt of the notice to remedy, then without prejudice to TGC's other rights and remedies and powers, TGC shall be entitled to recover from the Land Owner by way of agreed liquidated damages the sum of Twenty Thousand Dollars (\$20,000), being a sum representing the reasonable and ascertainable damages incurred by TGC on account of such default or breach.

Severance

In the event that any term or provision of this covenant for any reason whatsoever is acknowledged by the parties or is adjudged by a court of competent jurisdiction to be invalid, illegal or unenforceable, such term or provision shall be severed from the remainder of the terms and provisions of this covenant and shall be deemed to never have been part of this covenant and the remainder of the terms and provisions of this covenant shall subsist and remain in full force and effect unless the basis purpose or purposes of this covenant would thereby be defeated.

I have read this covenant and understand the building requirements,

BUYER/S

DATE

SELLER

DATE

* Public realm = parkland, street & golf course