

# riverside ridge covenants

## For the protection of your investment

Riverside Ridge offers quality of life...the river, trees, parks, exceptional presentation and a high standard of housing make Riverside Ridge a great place to live.

To ensure that this standard is achieved and maintained and to secure your investment in a quality living environment, all housing at Riverside Ridge is protected by a set of Building and Development Requirements (the Covenant).

### Investment Protection

- As a resident of Riverside Ridge, you will appreciate the protection given by the Covenant that forms part of your contract. Riverside Ridge (Qld) Pty Ltd will administer this Covenant and answer any queries you may have.
- To ensure that a quality living environment is achieved and maintained and to secure your investment at Riverside Ridge, all housing is protected by requirements set out in the Covenant. This document provides for:
  - a variety of designs, styles, colours and materials to be used;
  - a range of housing innovations;
  - an attractive living environment being achieved and maintained;
  - the early establishment of landscaping and buildings.

# building covenant & design guidelines

## Introduction

Riverside Ridge is a master planned residential estate. To continue to encourage this quality environment we have introduced these Building Covenant and Design Guidelines.

It is a necessary initiative to implement these Building Covenant and Design Guidelines for the protection of your investment and to continue to enhance the safety, value and amenity of the neighbourhood you have chosen to live in.

### 1.1 The Purpose of the Building Covenant and Design Guidelines

This component applies to any new works within the "Riverside Ridge" subdivision. A consistently high standard of house design will be encouraged with due recognition given to interest, variety and compatibility within the streetscape.

The Building Covenant and Design Guidelines are intended to act as investment protection so all proposed homes must satisfy the requirements, hence owners can be confident that future houses, garages and gardens will be constructed in a manner complimentary to the streetscape and the character of this environment.

### 1.2 How the Building Covenant and Design Guidelines will operate

## APPLICATION FOR DESIGN APPROVAL

All proposed building works including houses, garages, outbuildings, landscaping and fencing must be approved by the Riverside Ridge Design Assessment Panel (DAP) in relation to these Building Covenant and Design Guidelines before seeking building approval from the Local Government.

Gaining approval from the DAP for a house design is a simple process involving the submission of drawings to the DAP to ensure they comply with the Building Covenant and Design Guidelines.

## Step 1

Submit your house design (in duplicate) to DAP for approval. All plans are to be submitted on A3 size paper. A 'Design Approval Application' in the attached form is to be presented with your submission.

Two copies of the following documents should be submitted to the DAP for approval:

- a) House floor plans - 1:100 scale
- b) Elevations from four sides - 1:100 scale
- c) Roof plan - 1:100 scale
- d) Site plan showing - 1:200 scale
  - setbacks from all boundaries
  - building envelope / plan of roof
  - existing contours
  - proposed cut / fill earthworks and retaining wall details
  - proposed finished floor levels and site levels
  - all proposed driveways and paths and details of fences
  - location of clotheslines, hot water systems and air conditioners
  - the landscape concept
- e) Submit your landscape plan (no greater than scale 1:200) showing planting layout, schedule of species including botanical and common names, pot sizes and number, contours, excavation and fill, retaining walls, setbacks, driveways, paths and patios, outline plan of all structures, fencing and a letterbox.
- f) A schedule of external materials and colours are to be submitted prior to construction of the dwelling commencing.

House plans submitted to DAP must include a schedule of wall, trim and roof materials and colours. The Australian Standard Reference Number for the colour selected should be included for identification.

Submit all information to:

Riverside Ridge (Qld) Pty Ltd  
PO Box 1304  
Aitkenvale BC QLD 4814

The DAP will promptly approve plans that comply with the Building Covenant and Design Guidelines. You can expect your approval to be returned to you within 20 working days of receipt of the DAP.

Plans that do not comply with the Building Covenant and Design Guidelines will be returned with the areas of non-compliance highlighted. Your amended plans can be resubmitted for approval at your convenience.

The Building Covenant and Design Guidelines do not replace the requirements of relevant Statutory Authorities pertaining to the Local Government regulations.

## WHY BUILDING COVENANT AND DESIGN GUIDELINES?

### 2.1 Benefit for Buyer and Seller - Investment Protection

The Seller has committed or will commit considerable resources to developing a modern and master planned residential housing estate to be called "Riverside Ridge" ("the Estate"). It is desirable for the interests of the Buyer and the Seller that covenant regulate the construction of improvements on land within the Estate and the use of land within the Estate.

The Seller has accordingly prepared these Building Covenant and Design Guidelines and with the terms and conditions set out in these Building Covenant and Design Guidelines, and such obligations on the Buyer will not merge on and will survive the settlement of the contract under which the Buyer acquires the Land. If there is any conflict between the Building Covenant and the Design Guidelines, the former will prevail unless otherwise determined by the Seller.

## **2.2 On-sales and Tenants**

To ensure that the Building Covenant and Design Guidelines are complied with by subsequent buyers of the Land and by any tenants or licenses, the Buyer must ensure that a Riverside Ridge Resale Deed is signed pursuant to clause 4.13.

## **2.3 Seller**

In these Building Covenant and Design Guidelines, the seller means Riverside Ridge (Qld) Pty Ltd or any successor or assign including any person or company which acquires part of the Estate for subdivision development purposes (which person or company is entitled to rely upon, and obtains the benefits of, these Building Covenant and Design Guidelines).

# **BEFORE BUILDING STARTS AND DESIGN OF DWELLING**

## **3.1 Design Guidelines**

The Buyer must in all aspects comply with the Building Covenant and Design Guidelines.

## **3.2 Submit Plans to Seller**

No building or excavation work (whether new work, renovations or extensions) may be started on the Land unless working drawings have been submitted to and approved by the Seller in writing and a development permit or respective approval for building work has been issued by the Local Government (or other person legally entitled to issue a building permit). The working drawings must comply with the Design Guidelines outlined by the "DAP".

## **3.3 Buyer Responsible for Building Permit**

The Buyer agrees that the risk in relation to seeking and obtaining the approval of the Local Government (or any other relevant authority or person) to the proposed erection of any dwelling or structure on the Land solely and absolutely with the Buyer despite the fact that the Seller may have approved any working drawings. The Buyer agrees that it is the responsibility of the Buyer to obtain any and all approvals from the Local Government (or any other relevant authority or person).

## OCCUPATION, USE AND MAINTENANCE

### 4.1 No Occupation Until Compliance

The Buyer must not allow any person to occupy the dwelling house unless pursuant to the Design Guidelines:

- Fencing is completed
- A letterbox is provided
- The lower storey of highest homes must be screened
- Retaining walls are erected
- A driveway from the road to the garage is completed
- All unused building materials and rubbish are removed from the Land
- The Buyer's landscaping must be completed
- Curtains and blinds must be installed
- Any costs payable to the Seller to remedy a breach of the Building Covenant or the Design Guidelines must be paid
- A notice is given to the Seller, signed by the Buyer and the Buyer's Builder ("an Occupation Notice") certifying that all of the above items have been satisfied (where applicable).

If the Seller disputes the Occupation Notice, the Seller must give notice ("Dispute Notice") to the Buyer within seven (7) days stating the items in clause 4.1 that have not been complied with and advising the Seller's requirements. Until all matters have been rectified in the Dispute Notice, neither the Buyer nor anyone else may occupy the dwelling.

### 4.2 Removal of Unused Materials

In the event that any excavation work or unused materials are not immediately removed from the Land or in the event that any building work is left uncompleted for a period longer than three (3) months, the Seller, without derogating from any other rights of the Seller, may require the Buyer (at the Buyer's expense) to clear the Land and/or restore the Land to its former condition and if the Buyer fails to do so, after notice in writing from the Seller, then the Seller and its servants, agents, employees and contractors may enter upon and clear and/or restore the Land at any time whether before or after the completion of the sale of the Land to the Buyer (at the expense of the Buyer) and, in the exercise of such rights, the Seller and its servants, agents, employees and contractors will be entitled to demolish and remove any improvements on the Land and the Buyer agrees that the Seller and its servants, agents, employees and contractors will not be liable to the Buyer in respect thereof and the Buyer will not be entitled to any compensation whatsoever in relation to the same.

### 4.3 Enter on to Land

The Seller or their agents may enter upon the Land at anytime during construction of any building works and once at the completion of building works to ensure compliance by the Buyer with these Building Covenant and Design Guidelines. If satisfactory, a certificate of completion will be issued.

#### **4.4 Trees**

The Buyer acknowledges that the Seller may plant or will plant numerous trees on the Estate in and around the various public areas including footpaths in an endeavour to enhance the environment and by way of general beautification and the Buyer agrees not to damage or remove any of these trees. Should such damage or removal be caused by either the Buyer or their builder or sub-contractors, the same must be replaced immediately by the Buyer at the Buyer's expense.

#### **4.5 Buyer's Landscaping**

The Buyer must within 60 days of practical completion of the dwelling complete all landscaping on the Land including the planting of a substantial quantity of shrubs and trees, and the laying of good quality turf according to the landscaping plans approved by the Seller which plans may include the shrubs and trees set out in the Plant Schedule attached hereto.

#### **4.6 Stormwater Drainage**

A stormwater drain may be situated beneath the Land, and may form part of an inter-allotment stormwater drainage system. If so, the roof water drainage must be connected to the connection point provided by the Seller contained within the Land. If not, the Land must be sloped or graded so that all stormwater run off is drained or directed towards the road/s adjacent to the Land. If the Land has been cut or filled prior to construction of a dwelling, the cutting and filling must be carried out so that the dwelling pad is sloped or graded to ensure that all stormwater run off is drained or directed from the fill area to the cut area, and then drained or directed towards the

inter-allotment drainage pit (if any) or the road/s adjacent to the Land at grades exceeding 1 in 100 (1%).

#### **4.7 Dividing Fences**

The Seller must not under any circumstances be or become liable for or to contribute to the erection, maintenance or repairing or keeping in repair of any dividing or other fence and, despite anything to the contrary in the Dividing Fences Act 1953 or any other Acts, the Seller will not be liable or required at any time by the Buyer to join in or contribute towards the cost or expense of maintaining, repairing or erecting any fence or fences erected or to be erected or for fencing any of the boundaries between the Land and any neighbouring lands despite that the same are owned by the Seller or despite the existence of any notice, order or agreement under the Dividing Fences Act 1953 and the Buyer agrees to indemnify the Seller against all claims and contributions, costs and expenses in respect of the maintaining, repairing or erecting of any fence or fences or for the fencing of such boundaries.

#### **4.8 Window Dressings**

All windows with high visibility, for example those with street frontages, must be covered with appropriate soft window furnishings upon occupation of the dwelling. Bed sheeting or other similar material(s) must not be used.

#### **4.9 Display Home**

Unless authorised by the Seller, no dwelling can be used for display purposes. Temporary front display fencing will be allowed for only the display period.

#### **4.10 Boats and Caravans**

Boats, Caravans and Trailers are not permitted to be stored on the Land within view of the street. Said items must be stored in a suitably constructed garage or satisfactorily screened and paved enclosure set back behind the main body of the building.

#### **4.11 Signs**

Signage on the Land (house and land sales) will only be allowed in the instance of a dwelling becoming for sale, and one board will be allowed to be erected with maximum dimensions, 1.2 m x 9 m, advertising that dwelling for sale. Where a vacant lot is to be on-sold, no signage is allowed to be erected.

#### **4.12 Objection to Development**

The Buyer acknowledges and agrees that it will not lodge, make or assist any person or corporation in lodging or making any objection or submission against any proposal by the Seller (or any related entity) to lodge with the Local Government (or any other authority) any of the following:

- An application for reconfiguration, material change of use, of all or part of the Estate (other than the Land)
- Any development, consent or approval application lodged by the Seller in connection with all or part of the Estate (other than the Land).

#### **4.13 Deed on Resale**

The Buyer agrees that the Buyer will not sell, transfer or otherwise dispose of the Land without first delivering to the Seller a Riverside Ridge Resale Deed (a copy of which is annexed hereto) duly executed by such buyer, transferee

or donee in favour of the Seller containing covenant and provisions in the same terms (mutatis mutandis) as are contained in these Building Covenant and Design Guidelines including an obligation for each such further buyer, transferee or donee to obtain a further Riverside Ridge Resale Deed from any subsequent buyer, transferee or donee.

#### **4.14 Rights of Seller**

Buyer agrees to permit all authorities, the Seller and all of their contractors, employees, agents or workmen to enter upon the Land or any land within the Estate over which the Buyer exercises control, to enable the installation of services in the nature of electrical power, water, sewerage, telephone connections and other services that would normally be made available to an estate of this standard. This covenant extends to permitting any reasonable and necessary works to be carried out upon the Land or the land within the Estate as may be required to enable the provision of such services.

#### **4.15 No Reconfiguration of Land**

The Buyer agrees that the Land must not be re-configured without the consent in writing of the Seller nor shall any application be made without the prior consent in writing of the Seller to change the permitted use of the Land from single private house residential accommodation (unless allowed in any approved plan of development).

#### **4.16 Facilities**

The Buyer is responsible for any costs incurred by the Seller due to the Buyer, the Buyer's invitees, agents, tenants or any one under the supervision or control of the Buyer vandalising,

damaging or interfering with any improvements or plants in or on the Estate parklands (if any). The Buyer will ensure that its invitees, agents, tenants and persons under its control use any improvements or facilities from the Buyer under this clause as a liquidated debt.

#### **4.17 Number of Dwellings**

One single occupancy dwelling only is allowed on each allotment

## **SELLER'S FURTHER RIGHTS**

### **5.1 Seller may vary or relax Building Covenant and Design Guidelines**

The Buyer agrees that the Seller has the right in any other sale of any part or stage of the Estate to waive, vary or relax the Building Covenant or the Design Guidelines, and in that event, the Buyer agrees that it will have no claim whatsoever against the Seller.

### **5.2 Enter and Remedy**

The Seller or its agents may come onto the Land after reasonable notice and remedy any breach of these Buildings Covenant or the Design Guidelines by the Buyer or any future owner (or the Buyer's or the future owner's tenants or agents) and the Seller's costs (including legal costs) of notifying and (if necessary) remedying that breach may be recovered from the Buyer as a liquidated debt.

### **5.3 Seller's rights if Building Covenant or Design Guidelines Breached**

Without derogating from any other rights the Seller may have, if the Buyer breaches these Building Covenant or the Design Guidelines, the Buyer acknowledges that the Seller may

do one or more of the following:

- Enforce its rights against the Buyer, the Buyer's agents, servants, tenants, contractors or workmen by way of an injunction issued by any Court of competent jurisdiction on the application of the Seller in respect of any breach thereof or any attempt to do so by the Buyer or the Buyer's agents, employee, contractors, workmen
- Sue the Buyer for breach of contract and claim not less than \$10,000 by way of liquidated damages that the parties agree is a reasonable of the Seller's loss and damages
- Sue the Buyer for breach of contract and claim all the Seller's costs, loss, damages and expenses in relation to any such breach

## **REQUIREMENTS DURING DWELLING CONSTRUCTION**

### **6.1 Specific Requirements**

- a) Access to each allotment is to be made through one area of road reserve only.
- b) Vehicles are not permitted to drive across adjacent properties unless written permission has been obtained.
- c) Only one builder's sign is permitted on each property during construction.
- d) The builder will be responsible for any damage to the development which may be caused by himself or his subcontractors.
- e) Portaloos are to be located within properties and not on the road reserve or adjoining properties, and preferably at the rear of the site.
- f) Exposed embankments must be stabilised



and/or retained immediately after site works have been completed.

- g) Stockpiles and building materials for individual lots are not allowed to be located on footpaths or road reserves. All stockpiles and building materials should be located within the sediment control zone. Stockpiles are not to be located within an overland flow path. All building waste should be stored on site in a manner to minimise material loss or pollution caused by wind or water.
- h) If exposed aggregate surfaces are to be constructed no cement residue or wastewater run-off will be allowed to enter the road.
- i) During clean up, accidental spills of soil and other materials onto the adjoining roadway should be removed immediately if rainfall is likely to occur or upon completion of the days work.

### **7.1 Stormwater and Pollution Control**

Each Lot Owners is required to, and to cause each builder on the Lot:

- a) To minimise, stormwater pollution from building sites. Soil, sand, sediment and litter wash from building sites will cause short and long-term problems to the site's stormwater system
- b) Implement effective stormwater pollution control using the following principles:
  - 1) Sensible site planning
  - 2) Diversion of up-slope water (if applicable)
  - 3) Stabilising of site entry and exit points
  - 4) Minimisation of site disturbance for the duration of the dwelling construction

period

- 5) Installation of sediment controls along the low edges of the site
- 6) Appropriate location and protection of building stockpiles
- 7) Early connection of roof water downpipes to the site stormwater system
- 8) Trapping of run-off from tool and paint washing, brick and tile cutting and other wet activities
- 9) Continual maintenance of all control measures
- 10) Stabilising of the site

## **THE DESIGN GUIDELINES**

### **Design of Dwelling**

The design of each dwelling should maximise the advantage of the natural characteristics of the lot (eg. Topography, tree coverage, sun angles, prevailing breezes and relationship to the street, any park areas and adjoining properties). Siting and dwelling layouts should also minimise overlooking and overshadowing of neighbour's dwellings.

### **8.1 Building Size**

The vendor is willing to consider any Alfresco Dining areas, at the rear or side of the dwelling, which are under the main roof area of a Dwelling, as being included in the Building area calculation.

- The maximum permitted site coverage is 60% of the area of the lot
- The minimum Floor Area (sqm) is 160 sq.m. living area excluding lock-up garage

- The above areas exclude any garage, verandah, patio or under roof area (excluding eaves)

## 8.2 Setback

Setbacks to be in accordance with Townsville City Council envelope plan, except minimum setback on the second frontage of corner allotments is to be a minimum of 4.0m unless approved otherwise by the Vendor.

## 8.3 Earthworks Cut / Fill and Retaining Walls

The maximum height of a cut or fill batter must not exceed 2000mm in height from the natural ground level of the land unless such excavation is contained within the building area and the retaining structure is part of the building.

Existing ground levels are to be maintained at all boundaries and the limit of all cut / fill batters are to be 600mm clear of boundaries.

# BUILDING MATERIALS

## 9.1 Wall Materials

- External walls (excluding windows) of any dwelling and garage must be constructed of a rendered or bagged and painted or other approved texture coated materials. Predominantly timber dwellings will not be considered acceptable, unless considered to be appropriate based on architectural merit.
- Vibrant primary colours will be permitted as an exterior colour to dwellings, fences, storage facilities or retaining walls, subject to written approval by the DAP.

- Fascia boards, trim and exposed metalwork must be colour coordinated with the dwelling. Unpainted metalwork is not permitted.
- To encourage a diverse and quality streetscape other building materials and design variations will be based on architectural merit with approval given at the sellers discretion.

## 9.2 Roof Materials and Pitch

The roof must be laid with concrete, terra-cotta roof tiles, colourbond or other non-reflective material. A minimum roof pitch has not been specified in order to encourage diversity in the design of rooflines.

## 9.3 Guttering and Downpipes

Gutter and downpipes must be pre-finished or painted.

## 9.4 External Features

- No external features, colours or finishes shall be used other than as indicated in the approved working plans. Antennas, microwave dishes, satellite dishes, hot water units, clothes lines, gas bottles, garbage bins, BBQ's and other items that affect the exterior appearance of the dwelling shall be located out of sight from the street front or otherwise concealed from view by suitable screening devices or as otherwise approved by the Seller.
- External sewerage plumbing is not allowed.
- Air conditioners shall be located below the eaves line and screened from public view and appropriate acoustic measures taken where it might impact on neighbours acoustic privacy.

- Internal or under the roof antennae will generally only be permitted. External antennae if required, must be located on the side or rear of the dwelling. Satellite dishes will only be approved below the roofline and must not be visible from the street frontage.
- Solar heating devices must be integrated with the roof design and must not be positioned on the frontage elevation visible from the roadways.

## 9.5 Fencing

Fencing also forms part of the application for design guidelines approval in order to maintain the appearance of Riverside Ridge Residential Estate. Materials to be used, and the dimensions of the proposed fence must be submitted to the DAP.

- Side and rear fences must be constructed of A grade CCA treated pine timber parrings or equivalent (good neighbour type) with masonry, concrete or timber posts (minimum size 100mm x 75mm) as a minimum standard. No Colourbond, fibro or corrugated iron fences will be allowed. All fences are to have timber capping to top and both sides of the fence. Fences between adjoining lots shall not exceed 1.8 metres in height above the natural ground level up to the front alignment of the dwelling.
- The owner is solely responsible for the maintenance or replacement of fencing between a lot and any adjoining screening reserve and recreation reserve.
- A minimum of 50% of the boundary length for fences of lots adjoining parks, in particular the rear boundary fences shall be of a semi-transparent or similar approved material (ie. Black pool fence or wrought iron) to permit visual surveillance of the adjoining park and shall not exceed 1.8m in height.
- Corner lot fencing shall be allowed on the long street frontage but not on the short street frontage. Is to be erected on the boundary, you must limit the height of the fence to 1.5m. The fence is required to be set back 1.0 metres minimum into the lot from the boundary with feature landscaping in front of it. The fence can be stepped in and out with a maximum 5m long panel on the boundary and a 2m panel set back 1m into the lot with feature landscaping in the set back portion of the fence (refer to Fencing Guidelines Diagram).
- Front fencing must be constructed of materials and finish similar to house construction providing that 75% of the fence is semi-transparent using wrought iron or similar approved materials. Front fencing is considered to be any fence which projects in front of the dwelling (refer to Fencing Guidelines Diagram).
- Return fencing between side boundaries and the house shall be located a minimum of 1m from the frontage of the house. The return fence is to be made from either CCA treated timber with a painted finish or dressed stained hardwood or a pool type fence. Any return fence of length of 2.5m or more shall incorporate landscaping in front of the fence so that no more than 2.5m is visible from the road.
- The Buyer must at its own cost, complete the construction of all boundary fences on the lot by no later than 30 days of practical completion of the dwelling.

## 9.6 Garages

Garages must be double lockup. Garage doors should be panelled and of a colour which complements the colour of the house. Should the side elevation of a garage face the street, it shall contain at least one window.

Each dwelling is to provide for two (2) off street visitor carparks within the lot in addition to the two (2) carparks required for the dwelling.

Carports will be permitted in lieu of a garage subject to the carport being constructed of materials which match the adjoining dwelling and the carport is screened on the three sides and fitted with an appropriate door.

## 9.7 Temporary Structures/Outdoor Structures & Items Alike

No temporary, relocatable buildings or structures shall be erected unless for use in connection with the construction of the dwelling and they are approved by the Seller.

Sheds are permitted to be erected on the lots however, they must be erected to the rear of the house. Any shed greater than 3m x 3m must be submitted to the DAP for approval. Any shed visible from the road must be landscaped or screened from view. No shed is to be constructed of zinc or reflective type materials.

## 9.8 Outdoor Structures

All additions and extensions to any dwelling, outbuildings and other structures including verandahs, pergolas, garden structures and swimming pools requires the approval of the DAP before commencement of any building works.

Building approval for all outdoor structures, sheds, tennis courts and swimming pools need to be sought from the Local Government under the provisions of the local planning scheme, only after prior approval from the Seller.

Unrendered fibre-cement sheeting must not be used. Incinerators are not permitted.

No caravan, tent or other temporary living shelter of any kind may be erected.

## LANDSCAPING

### 10.1 Front Gardens

The objective is to achieve an overall uniform streetscape, with street and parkland landscaping integrated with private gardens so that the streetscape presents as a landscaped garden. Landscape design and plant selection should minimise the need for garden watering.

Landscape plans must be submitted to the DAP for approval in accordance with clause 1.2.

## DURING CONSTRUCTION

### 11.1 Building Time

Building works must be completed within 12 months of their commencement. You must commence building works within twelve (12) months after settlement. Incomplete building works must not be left for more than three (3) months without work being carried out on them.

## **11.2 Soil**

No soil or gravel shall be removed from or placed upon the lot except by way of excavation in accordance with the approved working drawings.

## **11.3 Keep Neat and Tidy**

The lot shall be kept in a neat and tidy condition and maintained free of weeds and rubbish, builders waste or other substances whatsoever shall not be deposited on adjoining lots or properties. The builder must have an industrial waste bin on site during construction and waste material must be placed into the industrial waste bin promptly. The Seller may remedy a breach of this clause and claim its costs as a liquidated debt from the Buyer.

## **11.4 Stormwater Drainage**

The dwelling roof water and yard drainage is to be connected to the street or connection point provided. Under no circumstance can flows be diverted or concentrated onto adjacent lots.

## **11.5 Driveways and Pathways**

Driveways from the kerb and channel to the setback of the garage must be fully constructed prior to the issue of any Certificate of Occupancy or final building approval. Driveways shall be of paving block, bricks, pattern coloured concrete or exposed aggregated concrete in colours to blend with the overall colour scheme of the dwelling. Uncoloured concrete, gravel or asphalt are not acceptable.

## **11.6 Retaining Walls**

- Retaining walls shall be erected immediately after the site works have been completed and before the commencement of dwelling construction.
- All retaining walls must be shown on the approved site works plan duly approved by the Seller in writing.
- The maximum height of a retaining wall should not exceed 2000mm.
- Retaining walls must comprise materials that compliment the natural environment of the existing building (materials for example could be rock, brick, stone, rendered masonry etc).

## **11.7 Excavation**

No excavation, filling or building-up the level of the lot must occur without approval of the Local Government and any other relevant authorities.

# **AFTER CONSTRUCTION**

## **12.1 Letterboxes**

Letterboxes will be constructed of a material and in a manner, which complies with Australia Post preferred standards and to match the style, colour and material of your dwelling.

## **13.1 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 1974 (as amended).

# plant schedule

## Plant Species Lists

This section outlines the proposed plant species to be used throughout the Douglas Land project.

Plant species nominated have been selected on their form, growth habit, ability to tolerate site conditions, hardiness, and general availability for use in landscape works and plant replacement if required.

### Key to Modifications:

- Approved/Recommended Local Native
- Species not recommended - Local Alternative available
- Not recommended

### Adjustments/Corrections/Notes

- Local Native Plants
- Townsville City Council Mayoral Approved Street Trees

## Plants for General Landscape Works

The plant species identified below are proposed for use in all general landscape works to be undertaken within the Douglas Land project, including but not limited to project entries, local neighbourhood parks, and powerline easement.

### Groundcover Plants

- |  |                        |
|--|------------------------|
| ● CRINUM pendunculatum                                 | Crinum Lilly           |
| ● Crinum angustifolium                                 | Spider Lilly           |
| Crinum xanthophyllum                                   | Gold Crinum lily       |
| ● DIANELLA caerulea                                    | Paroo Lilly            |
| DIANELLA caerulea 'Variegated form'                    | Variegated Paroo Lilly |
| DIETES bicolor   | African Iris           |
| ● ERIGERON karvinskianus                               | Seaside Daisy          |
| ● (Argyrocome floribunda or Helichrysum newcastlianum) |                        |
| GARDENIA radicans                                      | Dwarf Gardenia         |

GARDENIA radicans 'Variegated form'	Variegated Dwarf Gardenia
HIPPEASTRUM spp	October Lillies
HYMENOCALLIS littoralis	Spider Lilly
HYMENOCALLIS littoralis 'Variegated form'	Variegated Spider Lilly
HYMENOCALLIS speciosa	Large Leafed Spider Lilly
● Haemodorum coccineum	Scarlet Bloodroot
● Abelmoschus moschatus subsp. Tuberosus	Native Rosella
● LOMANDRA longifolia	Matt Rush
LOMANDRA hystrix	Matt Rush
LIRIOPE muscari	Evergreen Giant
OPHIPOGON intermedians	Variegated Mondo Grass
OPHIPOGON japonicus	Mondo Grass
PHYLA nodiflora	Condamine Couch
STRELITZIA reginea	Bird of Paradise
ZEPHYRANTHES candida	White Autumn Crocus
ZOISYA spp	No Mow Grass
● Cyperus bifax	Silver Sedge
● Dianella atraxis	
● Oplismenus aemulus	Shady Grass

## Shrubs

ACALYPHA 'Cheryl's Choice'	Acalypha
ACALYPHA Inferno	Acalypha
ACMENA hemilampra dwarf	Dwarf Lillipilly
● ALPINIA caerulea	Native Ginger
BARLERIA 'Purple Dazzler'	Barleria
BAECKEA virgata	Baeckea
BRUNSFELSIA latifolia	Yesterday, Today, Tommorrow
● CALLISTEMON 'Ewan Road'	Bottlebrush
● CALLISTEMON 'Hannah Ray'	Bottlebrush
● CALLISTEMON 'King's Park Special'	Bottlebrush
● CALLISTEMON 'Red Devil'	Bottlebrush
● CALLISTEMON 'Pindi Pindi'	Bottlebrush
● CALLISTEMON 'Endeavour'	Bottlebrush
● CALLISTEMON 'Little John'	Dwarf Bottlebrush
● CALLISTEMON 'Dawson River'	Bottlebrush
● CALLISTEMON 'ebor'	Bottlebrush
● CALLISTEMON 'Wilderness White'	Bottlebrush

● CALLISTEMON 'Captain Cook'	Bottlebrush
● Callistemon viminalis	
● Callistemon 'Mt Stuart'	
● CORDYLINE terminalis	Cordyline
● CORDYLINE 'Rubra'	Red Cordyline
● CORDYLINE 'Ti'	Green Cordyline
● Cordyline cannifolia	Palm Lilly
GALPHIMIA glauca	Galphimia
● GARDENIA augusta 'Florida'	Gardenia
● GARDENIA augusta 'Aimee Yoshiba'	Gardenia
● GARDENIA augusta 'Grandiflora Star'	Gardenia
● Larsenkia ochreatea	Native Gardenia
GRAPTOPHYLLUM ilicifolium	Holly Fuschia
GRAPTOPHYLLUM yellow & green	Holly Fuschia
HEDYCHIUM gardnerianum	White Ginger
● Alpinia caerulea	Native Ginger
● HIBISCUS 'Roseflake'	Roseflake Hibiscus
● HIBISCUS 'Snowflake'	Snowflake Hibiscus
● Hibiscus tiliaceus	Native Hibiscus/Cottonwood
LEPTOSPERMUM 'Pink Cascade'	Dwarf Tea Tree
LEPTOSPERMUM petersonii	Lemon Scented Tea Tree
MELALEUCA linarifolia	Snow in Summer
● MELALEUCA linarifolia	Purple Tipped Melaleuca
MUSSAENDA phillipica 'Luz'	Bangkok Rose
PHILODENDRON selloum	Philodendron
PHILODENDRON 'Xanadu'	Compact Philodendron
PHYLLANTHUS multifolius	Phyllanthus
● SYZYGIUM paniculatum 'Dwarf'	Dwarf Lillypilly
● SYZYGIUM 'Bush Christmas'	Dwarf Lillypilly
● SYZYGIUM australe 'Aussie Boomer'	Dwarf Lillypilly
● SYZYGIUM cv. 'Cascade'	Dwarf Lillypilly
● Syzygium australe	Scrub Cherry/Creek Satinash
THYSANOLAENA maxima	Tiger Grass
TIBOUCHINA jules	Dwarf Lasiandra



WESTRINGIA fruticosa  
WESTRINGIA 'Wynabbie Gem'

Native Rosemary  
Native Rosemary

- Eugenia reinwardtiana
- Larsenka ochreatea
- Attractocarpus (Randia) fitzlandii
- Premna serratifolia
- Micromelum minutum
- Clerodendrum floribundum
- Bursaria tenuifolia
- Pipterus argenteus
- Bursaria tenuifolia
- Antidesma parvifolium
- Mackinlaya macrosciadia
- Elaeodendron melancopum

Cedar Bay Cherry  
Native Gardenia  
Brown Gardenia  
Creek Premna  
Lime Berry  
Lolly Bush  
Sweet Blackthorn  
White Mulberry  
  
Native Black Currant  
Blue Umbrella Bush

## Trees

(Not street trees. Trees to be planted within parks, screening reserves, or within planting areas)

ACMENA smithii  
ACMENA hemilampra  
● Brachychiton australis

Lillipilly  
Lillypilly  
Broad-leaved Bottle Tree

- BUCKINGHAMIA celsissima
- CUPANIOPSIS anacardioides
- EUODIA elleryana
- FICUS benjamina
- FRAXINUS griffithii
- HIBISCUS tileaceous
- KHAYA senegalensis
- LAGERSTROEMIA speciosa
- MACARANGA tanarius
- MELALEUCA leucadendra 'fine'
- MELALEUCA leucadendra 'broad'
- Melaleuca leucadenra

Ivory Curl Tree  
Bush Tuckaroo  
Pink Flowering Euodia  
Weeping Fig (see contidions)  
Mountain Ash  
Cottonwood  
African Mahogany (see conditions)  
Crepe Myrtle (possibly wont grow here)  
Macaranga  
Fine Leaved Paperbark  
Broad Leaved Paperbark  
Local Paperbark

- MICHELIA champaca
- MIMUSOPS elengii

Champak  
Mimusops

● NAUCLEA orientalis	Leichardt Tree
● POLYALTHEA longifolia pendula	Indian Mast Tree
● PLUMERIA obtusa	Evergreen Frangipani
● PTEROCARPUS indicus	Burmese Rosewood
● PTEROCARPUS indicus 'Pendula'	Weeping Rosewood
● RANDIA fitzalanii	Brown Gardenia
● SYZYGIUM australe spps	Small Leaved Lillypilly
● SYZYGIUM leuhmanii	Lillypilly
● SYZYGIUM paniculatum	Lillypilly
● TERMINALIA cattappa	Beach Almond (inappropriate for area)
● Terminalia arenicola	Brown Damson
● Terminalia sericocarpa	Damson Plum
● XANTHOSTEMON chrysanthus	Golden Penda
● XANTHOSTEMON 'Trail Blazer'	Golden Penda
● Alstonia scholaris	Milky Pine
● Grevillea striata	Beefwood
● Castanospermum australae	Black Bean
● Pleiogynium timorense	Burdekin Plum
● Planchonia careya	Cocky Apple
● Albizia procera	Forest Siris
● Cordia dichomata	Glue Berry
● Deplanchia tetraphylla	Golden Shower
● Xanthomostemon chrysanthus	Golden Penda
● Geijera salicifolia	Scrub Wilga
● Lysiphllum hookeri	Hooker's Bauhinia
● Milletia (Pongamia) pinnata	Pongamia
● Canarium australianum	Mango Bark
● Lophostemon grandiflorum	Swamp Mahogany
● Sterculia quadrifida	Peanut Tree
● Mallotus philippensis	Red Kamala
● Euroschinus falcatus	Ribbonwood/Maiden's Blush
● Ganophyllum falcatum	Scaly Ash
● Timonius Timmons	Tim Tim
● Harpullia pendula	Tulipwood
● Melicope elleryana	Ulysses Butterfly Tree
● Peltophorum pterocarpum	Yellow Flame Tree
● Ficus racemosa	Cluster Fig
● Melicope ellryana	Ulysses Butterfly Tree

## Palms & Cycads

(Palms and Cycads are generally not appropriate for this kind of landscape)

● ARCHONTOPHOENIX alexandrae	Alexander Palm
● LIVISTONIA australis	Cabbage Tree Palm
● LIVISTONIA nitida	Cabbage Tree Palm
● Livistonia druidie	Native Cabbage Tree Palm
● Livistonia decipiens	Native Cabbage Tree Palm
● PANDANUS pendunculatum	Pandanus
● Pandanus whitei	Pandanus
PTYCHOSPERMA Macarthurii	Macarthur Palm
WODYETIA bifurcate	Foxtail Palm

## Street Trees

The tree species identified below are proposed for use as street trees throughout the Douglas Land project.

CASSIA siamea	Cassia
● CUPANIOPSIS anacardioides	Bush Tuckaroo
FLINDERSIA australis	Crows Ash
FRAXINUS griffithii	Mountain Ash
HARPULLIA pendula	Tulipwood
MICHELIA champaca	Champak
MIMUSOPS elengii	Red Coondoo
PLUMERIA obtuse	Evergreen Frangipani
● RANDIA fitzalanii	Native Gardenia
● SYZYGIUM australe spps	Small Leaved Lillypilly
SYZYGIUM forte	White Apple
SYZYGIUM leuhmanii	Small Leaved Lillypilly
SYZYGIUM oleosum	Blue Cherry
SYZYGIUM paniculatum	Lillypilly
SYZYGIUM tierneyanum	River Cherry
● Alphetonia excelsa	Soap Tree

- Carallia brachiata
- Cordia dichotoma
- Cryptocarya vulgaris
- Dysoxylum gaudichaudianum
- Ganophyllum falcatum
- Geijera selicifolia
- Glochidion disparipes
- Lophostemon grandiflorus
- Lysiphyllum hookeri
- Timonius Timons
- Castanospermum australae
- Deplanchia tetraphylla
- Sterculia quadrifida
- Corkwood
- Sea Trumpet
- Brown Laurel
- Ivory Mahogany
- Scaly Ash
- Scrub Wilga
- Cheese Tree
- Swamp Mahogany
- Hooker's Bauhinia
- Tim Tim Tree
- Black Bean
- Golden Shower
- Peanut Tree

### Townsville City Council Mayor's Approved Street Trees

- Acmena hemilampra
- Antidesma bunius
- Arytera divaricate
- Barringtonia calyptrate
- Buckinghamia celcissima
- Callistemon viminalis
- Cassia "Paluma Range"
- Chionanthus ramiflorus
- Cupaniopsis anacaroides
- Flindersia brayleyana
- Fraxinus griffithii
- Geijera salicifolia
- Grevillea baileyana
- Harpullia pendula
- Hymenosporum flavum
- Melaleuca bracteate
- Melaleuca ;'Revolution Green'
- Mimusops elengi
- Mimusops elengi 'Street Elegance'
- Murraya paniculatai (local)
- Phyllanthus cuscutiflorus
- Plumeria obtusa
- Pterocarpus indicus
- Schotia brachypetala
- Blush Satin Ash
- Herbert River Cherry
- Rose Tamarind
- Mango Pine
- Ivy Curl Flower
- Weeping Bottlebrush
- Paluma Cassia
- Native Olive
- Tuckeroo
- Queensland Maple
- Evergreen Ash
- Scrub Wilga
- White Oak
- Tulipwood
- Native Frangipanni
- Black Tea-tree
- Rev. Green Tea-tree
- Red Coondoo
- Variegated Coondoon
- Native Mock Orange
- Pink Phyllanthus
- Evergreen Frangipani
- Rosewood
- Parrot Tree

● Syzygium luehmannii	Small-Leaved Lilly Pilly
● Syzygium oleosum	Blue Lilly Pilly
● Syzygium paniculatum	Magenta Cherry
● Syzygium tierneyanum	River Cherry
● Syzygium australe	
● Syzygium 'Elite'	
● Tabebuia pallida	Evergreen Trumpet Tree

## Plants for Revegetation Works

The tree and shrub species identified below are proposed for use in revegetation works to new and existing embankments along drainage corridors within the Douglas Land project. They are typically representative of a riparian woodland type, however, once the results of an existing flora study for the site are known, it is proposed that the list be reviewed and updated to accommodate any other species occurring naturally on site.

### Only Plants Naturally Found At The Site Can Be Used For Revegetation

#### Trees / Shrubs

ABELMOSCHUS moschatus	Native Rosella
BURSARIA incana	Bursaria
CANARIUM australianum	Mango Bark
COCHLOSPERMUM gillivraei	Kapok
CORYMBIA clarksonia	Bloodwood
ERYTHRINA versperilio	Bat Wing Coral Tree
EUCALYPTUS crebra	Ironbark
EUCALYPTUS paedoglauca	Mt Stuart Ironbark (Listed as Vulnerable)
EUCALYPTUS platyphylla	Popular Gum
EUCALYPTUS tessellaris	Moreton Bay Ash
EUSTREPHUS latifolius	Wombat Berry
FICUS opposita	Sandpaper Fig
GREWIA retusifolia	Emu Berries
GREVILLEA parallela	White Grevillea
GREVILLIA striata	Beefwood
LARSENIAKIA ochreatea	Native Gardenia
LOPHOSTEMON grandiflorus	Swamp Mahogany
MELALEUCA viridiflora	Broad leaf Paperbark

PLANCHONIA careya  
PETALOSTIGMA pubescens  
PONGAMIA pinnata

Cocky Apple  
Quinne Bus  
Indian Beech

- Acacia bidwillii
- Acacia crassicarpa
- Antidesma parvifolium
- Coelospermum reticulatum
- Corymbia erythrophloia
- Crolataria spp.
- Cymbopogon spp
- Dodonaea lanceolata
- Ganophyllum falcatum
- Heteropogon spp.
- Hibiscus meraukensis
- Themeda spp
- Sterculia quadrifida
- Cymbopogon bombycinus
- Haemadorum coccineum
- Chrysopogon fallax
- Pterocaulon serrulatum

Corkwood Wattle  
Beach Wattle  
Current Bush  
  
Red Bloodwood  
Rattle Pod  
Native Lemon Grass  
Hop Bush  
Scaly Ash  
Spear Grasses  
Queensland Hibiscus  
Kangaroo Grass  
Peanut Tree  
Native Lemon Grass  
Scarlett Blood Root  
Goldern Beard Grass  
Ragwort

"RIVERSIDE RIDGE" RESALE DEED (4.13 OF THE BUILDING COVENANT)

This Deed is made this                      day of    20     .

BETWEEN:                      RIVERSIDE RIDGE (QLD) PTY LTD A.C.N. 055 613 173 c/- P.O Box 142, Paddington NSW 2021 ("RRQ");

AND:                              [insert name of Seller] of [insert address of Seller] ("the Seller");

AND:                              [insert full name of the Buyer] of [insert address of Buyer] ("the Buyer").

RECITALS:

- A. RRQ is the Developer of the residential estate known as "Riverside Ridge" ("the Estate").
- B. The Seller owns property in the Estate located at [insert address of property being sold] ("the Property").
- C. The Seller has contracted or intends to contract to sell the Property to the Buyer.
- D. The Buyer has agreed to be bound by the covenants contained in the Building Covenant and Design Guidelines for the Estate (a copy of which is either attached to this Deed or attached to the Contract for Sale of the Property between the Seller and the Buyer) ("the Covenant") upon the terms and conditions set out in this Deed.

OPERATIVE CLAUSES:

- 1. The Buyer hereby agrees to observe and be bound by the provisions of the Covenant to the full extent as if the Buyer were the buyer named in the Covenant.

Executed as a Deed

EXECUTED by RIVERSIDE RIDGE    )  
(QLD) PTY LTD A.C.N. 055 613 173    )  
in accordance with Section 127 of the    )  
Corporations Act and in the presence of    )

Witness

SIGNED SEALED and DELIVERED by    )  
the Seller in the presence of:    )

Witness

SIGNED SEALED and DELIVERED by    )  
the Seller in the presence of:    )

Witness

SIGNED SEALED and DELIVERED by    )  
the Seller in the presence of:    )