

LANDS TITLES REGISTRATION OFFICE  
SOUTH AUSTRALIA  
**ENCUMBRANCE**  
FORM APPROVED BY THE REGISTRAR-  
GENERAL

PRIORITY NOTICE ID	
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STAMP DUTY PURPOSES ONLY**

SERIES NO	PREFIX
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**AGENT CODE**

LODGED BY:

CORRECTION TO: Critchley & Associates Conveyancers MHC1

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

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CORRECTION	PASSED
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# ENCUMBRANCE

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**PRIVACY COLLECTION STATEMENT:** The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

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## LAND DESCRIPTION

ALLOTMENT [ ] IN DP [ ] BEING A PORTION OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 6277 FOLIO 259

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## ESTATE & INTEREST

ESTATE IN FEE SIMPLE

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**ENCUMBRANCER** (Full name and address)

{PurchNamesFull} of {ToClientFwdStrNo} {ToClientFwdStrAddr1}{ToClientFwdStrAddr2} {ToClientFwdStrType}  
{ToClientFwdSuburb} {ToClientFwdState} {ToClientFwdPostcode}

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**ENCUMBRANCEE** (Full name, address and mode of holding)

**MAYANH PTY LTD ACN 168 429 490** OF 110-114 GRANGE ROAD, ALLENBY GARDENS SA 5109

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## OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF

- |  |   |
|--|---|
| (a) Insert the amount of the annuity or rent charge  | (a) TEN CENTS PER ANNUM (IF DEMANDED)   |
| (b) State the term of the annuity or rent charge.<br>If for life use the words "during his or her lifetime"        | (b) TO BE PAID TO THE ENCUMBRANCEE:<br>ANNUALLY AS A YEARLY RENT CHARGE FOR A TERM OF<br>3999 YEARS FROM THE DATE HEREOF.   |
| (c) State the times appointed for payment of the annuity<br>or rent charge. Any special covenants may be inserted. | (c) AT THE TIMES AND IN THE MANNER FOLLOWING:<br>If DEMANDED BY THE ENCUMBRANCEE ON THE 30 <sup>TH</sup> DAY<br>OF JUNE NEXT AND ON EACH SUCCEEDING 30 <sup>TH</sup> DAY OF<br>JUNE |

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**COVENANTS**

Refer to attached covenants pages 4 – 24 inclusive.

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*\* Delete the inapplicable*

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed ~~\*herein~~ / ~~\*in Memorandum No. \_\_\_\_\_~~ subject to such exclusions and amendments specified herein.

DATED.....

**CERTIFICATION** *\*Delete the inapplicable*

**Encumbrancer(s)**

\*The Prescribed Person has taken reasonable steps to verify the identity of the encumbrancer.

\*The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

\*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.

\*The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

<Name of certifying party> {PracFirstName} {PracLastName}  
<Capacity of certifying party> Registered Conveyancer

for: Critchley & Associates Conveyancers Pty Ltd (Ref: {FilePrefix} {FileRef})

on behalf of the Encumbrancer

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**Encumbrancee(s)**

\*The Prescribed Person has taken reasonable steps to verify the identity of the encumbrancee.

\*The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

\*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.

\*The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

<Name of certifying party>  
<Capacity of certifying party>

for: Critchley & Associates Conveyancers Pty Ltd (Ref: {FilePrefix} {FileRef})

on behalf of the Encumbrancee

The Encumbrancer (which expression includes when “the Encumbrancer” is a corporate body its successors and assigns and when “the Encumbrancer” is a person, that person’s heirs, executors, administrators and transferees and where there is more than one corporate body and/or person comprised in the expression then all of them jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees and all of them) encumbers the said land for the benefit of the Encumbrancee (which expression includes their respective successors and assigns) and covenants with the Encumbrancee (in addition to and without prejudice to the covenants on the part of the Encumbrancer and the powers, rights and remedies of the provisions of the Real Property Act 1886 as amended for the time being in force except insofar as the name are hereby expressed or implies, negated or modified) as follows:-

DURING THE TERM OF THIS ENCUMBRANCE THE ENCUMBRANCER:-

IT IS COVENANTED by the Owner with the Encumbrancee and with all other persons claiming under the Encumbrancee as purchasers of any land in the Development Zone as follows to the intent:

- That the covenants in this instrument will run with and bind the said land; and
- That the benefits of each of the covenants will be annexed to, and pass to future owners of, each and every part of the Development Zone.
- That the Encumbrancee will comply with the Sovereign Estate Design Guidelines attached hereto

**1. One Main Dwelling**

The Owner shall not erect upon the land more than one detached dwelling house (exclusive of all general domestic outbuildings).

**2. Subdivision**

The land shall not be subdivided except with the prior written approval of the Encumbrancee.

**3. Residential Dwellings**

The owner shall not use or permit the land to be used for any purpose other than a residential dwelling except with the prior written approval of the Encumbrancee.

**4. Temporary Dwellings**

The Owner shall not erect upon the land or building other than an outbuilding that is constructed of prefabricated material, nor any transportable dwelling house, nor any caravan or other temporary dwelling as the detached dwelling house unless approved in writing by the Encumbrancee.

**5. Maintenance of Entry Statement**

If at any time prior to or after the date of this Encumbrance, the Encumbrancee has installed, constructed or erected upon the land any fixture, wall or structure of any nature whatsoever (“the entry statement”) as an entry statement for any part of the Encumbrancee’s development, the Owner must not without the prior written approval of the Encumbrancee:

- 5.1 Remove, demolish, alter or intentionally damage or deface the entry statement in any way (including by changing or removing any colours of or lettering or electrical or water connections (if any) comprised in the entry statement;
- 5.2 Allow or suffer anyone to remove, demolish, alter, damage or deface the entry statement; or
- 5.3 Fail to allow the Encumbrancee to go on to the land to properly maintain the entry statement by way of:-
  - 5.3.1 Maintaining any painting, colours and lettering of the entry statement;
  - 5.3.2 Removing or painting over any graffiti; AND
  - 5.3.3 Repairing and maintaining the structure of the entry statement.

## **6. Notice to rectify breach**

- 6.1 The Encumbrancee, or a servant, agent or contractor of the Encumbrancee, may enter "the land" at any time, (after giving at least 24 hours notice to the Owner for the purpose of inspecting "the land" to determine whether any of the Owner's obligations under this instrument has been breached. The Owner must not do (nor cause nor permit the doing of) anything to obstruct or hinder such entry of inspection.
- 6.2 If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under clause 6.1; and
- 6.3 The Owner fails to remedy the breach within one calendar month from the date of service of the notice, then the Encumbrancee, its servants, agents and contractors may enter "the land" and may take such action as the Encumbrancee deems necessary to remedy the breach; and
- 6.4 The Encumbrancee may recover from the Owner, in any court of competent jurisdiction, the costs incurred in remedying the breach.

## **7. Release of Owner upon sale**

- 7.1 The rent charge and covenants contained in the instrument will be binding; only upon the registered proprietor for the time being of "the land".
- 7.2 Subject to clauses 7.3 and 13, each successive registered proprietor of "the land" will be released from the payment of the rent charge and from the performances to the covenants upon transferring the fee simple in "the land" to another person.
- 7.3 Despite a transfer as referred to in clause 7.2, the rights of the Encumbrancee will be preserved against any former registered proprietor, in relation to a breach of this Encumbrance which occurred either before the transfer or by reason of the transfer.

## **8. Sunset Clause**

The rights and obligations of the Encumbrancee (but not those of any person claiming under the Encumbrance as purchasers of any land in the Development Zone) will cease as of five (5 years) after the date of the Encumbrance.

**9. Service of notices**

9.1 A notice may be served on the Owner either:-

9.1.1 By posting the notice in a prepaid envelope to the last known address to the Owner; or

9.1.2 If a dwelling has been erected on "the land", by leaving the notice at or attached to the dwelling.

9.2 A notice may be served on the Encumbrancee by being left at or posted in a prepaid envelope addressed to the encumbrance at its registered office in South Australia.

9.3 A notice served by post is deemed to have been served two (2) business days after posting.

**10. Interpretation**

10.1 A reference to gender includes all genders;

10.2 The singular includes the plural and vice versa;

10.3 A reference to a person includes a body corporate and vice versa;

10.4 A reference to a party includes the heirs, executors, successors or assigns of that party;

10.5 "the Owner" includes the Encumbrancer and each Successive registered proprietor of "the land" (and, if there are two or more Owners at any time, the liability of those persons is joint and severable);

10.6 "the Development Zone" means the whole of the land comprised in Certificates of Title Register Book Volume 6277 Folio 259;

10.7 "the land" means the land subject to this instrument and includes every part of "the land";

10.8 "time limit" means 18 months from the date of this Instrument.

**11. Nothing in this instrument prejudices:-**

11.1 The entitlement of the Encumbrancee to all the powers, rights and remedies given to the Encumbrancees under statute law or common law, or

11.2 The rights of the Encumbrancee (or of any other person) to an injunction or to damages in respect of a breach of any covenant by the Owner (or a previous Owner).

**12.** The burden of proving compliance with the covenants in this instrument lies on the Owner.

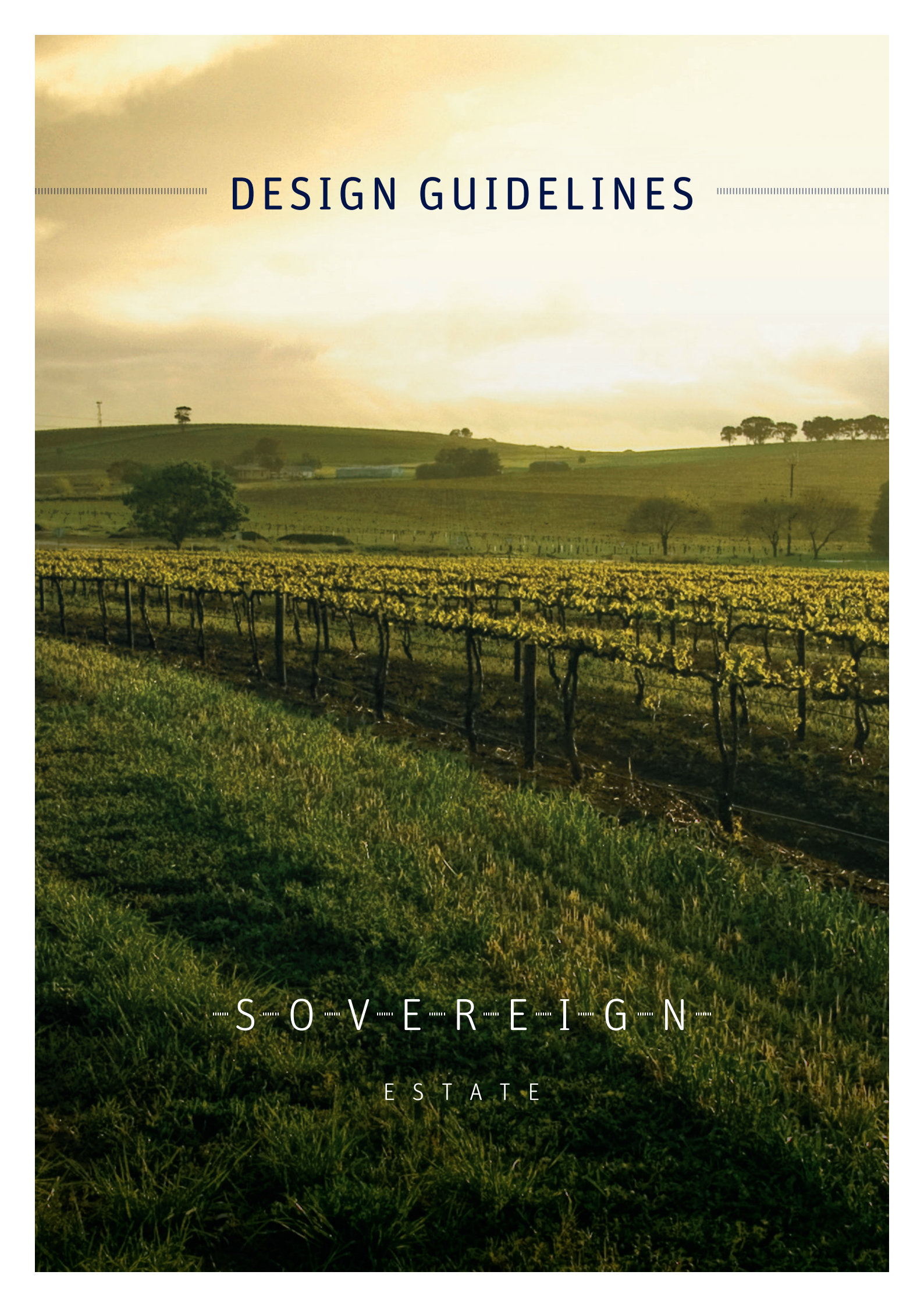
**13.** Notwithstanding anything to the contrary hereinbefore contained, the Encumbrancer SHALL NOT, transfer any estate or interest in the said land (or any part thereof) without first causing the party in whose favour such estate or interest is to be transferred to execute a covenant under seal in favour of the Encumbrancee that such party will observe and perform all of the terms and conditions in this Memorandum of Encumbrance contained as if such party had been the original party to this Memorandum of Encumbrance as the Encumbrancer herein named and for the purposes hereof a contract of Sale and Purchase entered into by the Encumbrancer with a third party Purchaser and a subsequently executed and accepted Memorandum of Transfer with both the Contract and the Transfer subject to the provisions hereof shall be complete satisfaction of the requirements under this covenant.

The Encumbrancer shall pay the costs of and incidental to the preparation, stamping and registration of this Encumbrance.

The Encumbrancer hereby covenants and agrees with notwithstanding anything to the contrary herein contained the Encumbrancee may from time to time in its absolute and unfettered discretion modify, waive or release any of the covenants or stipulations expressed or implied in any Memorandum of Encumbrance or other instrument relating to any other land in the Plan of Division which created this allotment and whether the same were entered into or imposed before or at the same time as or after the date hereof and no modification or waiver or release shall release the Encumbrancer or his stipulations herein contained and further if any covenant or stipulation of this Encumbrance shall for any reason be unlawful, void, invalid or unenforceable THEN such covenant or stipulation shall be severed here from without affecting the validity or the enforceability of the remainder AND IT IS HEREBY EXPRESSLY AGREED between the Encumbrancer and the Encumbrancee that this Encumbrance may be pleaded by the Encumbrancee by way of estoppel to any action, claim or demand by the Encumbrancer and or any successors in title for damages, costs or otherwise however arising.

AND it is hereby acknowledged and agreed that the Encumbrancee will not be liable for any loss or damage suffered by the Encumbrancer for or on account of or in any way whatsoever arising out of or connected with any non-observance provisions of this Encumbrance or of any other encumbrance and the Encumbrancer will indemnify and keep indemnified the Encumbrancee and their respective agents and servants from and against all claims for any such loss or damage.





DESIGN GUIDELINES

S O V E R E I G N

E S T A T E

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## INTRODUCTION TO THE DESIGN GUIDELINES

The Design Guidelines have been prepared to encourage the creation of an attractive residential environment above the standard planning requirements of the area. These Design Guidelines form part of the encumbrance on your land at Sovereign Estate, under the contract of sale, purchasers are required to comply with the Design Guidelines.

An Encumbrance Approval is required for any development on your land that has applicable criteria listed in these Design Guidelines before works can begin. Works that do not require a Development Approval from the local authority may not require an Encumbrance Approval however they must comply with the requirements in the Design Guidelines (e.g. fencing).

The Encumbrance Approval is separate to Development Approval or any other approvals or requirements for any proposed works, it is solely an assessment of the proposed works against the Encumbrance on the land. It is your responsibility to obtain any required approvals and to comply with any other relevant codes, standards or other requirements for works approved in an Encumbrance Approval.

The assessment and interpretation of all requirements within these Design Guidelines is at the sole discretion of Actium Land Developments Encumbrance Manager. The Encumbrance Manager may approve works that do not specifically comply with these Design Guidelines if they are in the opinion that the works display architectural merit in line with the objectives of these guidelines.

## SUBMITTING ENCUMBRANCE APPROVAL

When submitting plans for Encumbrance Approval, you are to provide:

- Dimensioned floor plan(s) at a scale of 1:100
- Detailed Elevations at a scale of 1:100
- Site plan with a minimum scale of 1:200 and dimensions showing setback measurements

Applications can be made by emailing the above to [admin@actium.com.au](mailto:admin@actium.com.au).

Additional information may be required by the Encumbrance Manager to assess the application, the Encumbrance Manager will advise of required additional documentation (if deemed necessary) after the initial review of your plans.



# HOUSE DESIGN AND SITING

## Building Envelope Plan

A Building Envelope Plan forms part of your land contract, the Building Envelope plan shows minimum distances your dwelling and garage/carport must be from each boundary, along with other important siting requirements. It is important to read the Building Envelope Plan for your allotment however an example is shown below in Figure 1. All requirements listed on your Building Envelope must be met.

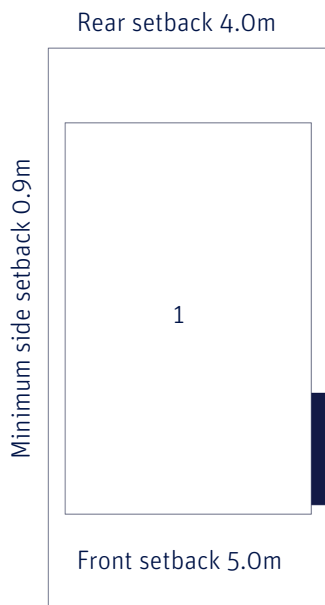


Figure 1

- | Denotes garage can be built on boundary. If not on boundary 0.9m minimum setback applies.
  - Denotes single storey setback. (Note: Front setback taken from main building line, minor protrusions can extend forward).
  - D Denotes preferred driveway location.
- Minimum front setback to garage 5.5 meters. Maximum garage length 8.0m if built on boundary.
- Envelopes show the minimum setback requirements and driveway locations only. Council and SA Planning requirements must also be adhered to with respect to site coverage and private open space.
- Building envelope plan subject to changes without notice.
- Side setbacks may differ based on building height, refer SA Planning requirements by Developer at anytime without notice
- Areas beyond the indicated setbacks such as verandahs porticos, terraces, pergolas, balconies etc, will be assessed on merit by the Encumbrance Manager.

## Dwelling Sizes

Dwellings built in Sovereign Estate are to be a minimum of 119 square metres of living area.

Dwellings on allotments with a frontage of 16m or less are to be a minimum of 11.5 meters wide (including garage/carport).

Dwellings on allotments with a frontage of over 16m are to be a minimum of 13.9 metres wide (including garage/carport).

## Site Coverage

Site coverage of over 65% will only be approved if the design displays the following (site coverage includes all covered areas on site, including existing roofed area / roofed areas on separate approvals for the same site)

- Adequate private open space
- Direct access from the dwelling's main living area to the main area of private open space
- Adequate soft landscaping area

## External Wall Materials

External wall material shall be from the following range of materials / finishes:

- Face brick
- Cement rendered masonry
- Texture coated AAC panels
- Stone

Other materials may be approved on architectural merit.

Infill panels to walls above openings to the front facade are not allowed (unless finish matches that of the walls adjacent openings)

No posts are to be used on Porticos or Porches unless it is shown to match/enhance the style of the facade.

No kit construction or transportable dwellings are allowed on any allotment within Sovereign Estate.

No caravan or any other similar accommodation can be used on any allotment in Sovereign Estate.

No dwelling is to be constructed on stilts.

## Facade Design

The design of your dwelling is to comply with the following facade requirements:

- Provide articulation to avoid presenting a flat facade
- Display a visually clear and significant entry area through the design of your Porch, Verandah etc. for example, typically for homes with a small frontage the roofed area above the entry door should be forward of the garage wall.
- For dwellings with a width of 16 metres or less the garage/carport is to be setback a minimum of 480 millimetres from the living area's front wall
- The garage/carport door width is not to exceed 6 metres, or 50% of the dwelling's frontage, whichever is the lesser
- A maximum width for the garage/carport as distinguishable on the facade is a typical double garage width and is not to dominate the facade. Triple garages/carports will only be approved on merit.

For dwellings on a corner allotment, the material to the front facade is to return down the secondary street elevation by a minimum of 1.8 metres – refer Figure 2.

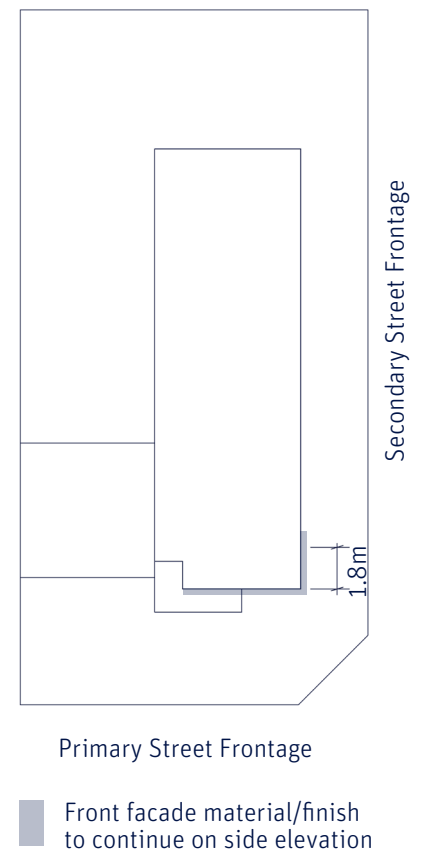


Figure 2

For dwellings either on corner allotments or on allotments facing a reserve, the facade must have a minimum of three of the following:

- Cement Render/texture coated finish to an extent that complements the design
- Stone to an extent that complements the design
- A portico (gutter line raised above main roof's gutter)
- A substantial verandah – typically across the majority of the living frontage and a minimum depth of 1 metre
- Windows with architectural merit

Alternative design elements to the above may be approved based on architectural merit.

Dwellings on allotments with a frontage of 16 metres or less must have the following design elements to the facade:

- A portico (gutter line raised above main roof's gutter) , a porch spanning a minimum of 50% of the living frontage, or an alternative design element that equally creates articulation and presence of the entry area to the home
- Panel lift door(s) to the garage/carport
- A minimum of two materials, to a reasonable extent to create a cohesive design

Alternative design elements to the above may be approved based on architectural merit.

## **Roof Design**

Your roof cladding is to be either:

- Colour coated metal sheet
- Concrete tiles
- Terracotta tiles

Highly reflective materials or colours are not to be used (e.g. silver metal, galvanised iron etc.)

Roof pitches are to comply with the following:

- For homes on an allotment frontage of 16 metres or less – minimum roof pitch is 25 degrees
- For homes on an allotment frontage of over 16 metres – minimum roof pitch is 22 degrees
- Roof pitches below the minimum may be allowed if they display significant architectural merit

Dwellings must have a minimum eave width of 450 millimetres to the front of the home, excluding parapet walls or walls on a boundary, unless displayed that a lesser/no eaves compliments the facade design.

Roof design is to avoid singular form, large and/or bulky roof forms. These are subject to architectural merit.

## **Garages / Carports**

Each dwelling requires a garage or carport that is either under the main roof of the dwelling or, if free standing has a roof form and materials matching the dwelling.

Garages and Carports must have an enclosed frontage to the street and have a roll up door, a sectional panel lift door or a tilt up door.

Carports are to have the front wall return a minimum of 800 millimetres along each side.

Carport posts are to be a minimum of 90x90 millimetres in thickness.

## CROSSOVERS / DRIVEWAYS

Allotments are to have a maximum of one crossover per street frontage.

While we aim to design the infrastructure and landscaping for flexibility in home design crossovers on a secondary street frontage are subject to the approval of the local planning authority and may not be possible dependant on the required engineering and landscaping design.

In general the street infrastructure and street tree positioning is designed around a crossover location matching the Building Envelope Plan's preferred driveway locations. Provisions for crossover locations in the engineering and landscaping design may be positioned off the boundary even if a garage/carport can be built on the boundary. When positioning your home it is important to check your desired crossover position with the location of any obstructions such as services, light poles etc.

Your crossover location is to allow for the room of a street tree in front of your allotment.

Driveways and Crossovers should be constructed from a solid material i.e. no loose gravel, stones, sand etc.

Where the verge in front of your property will include a footpath your driveway material must not break the continuous material of the footpath refer Figure 3

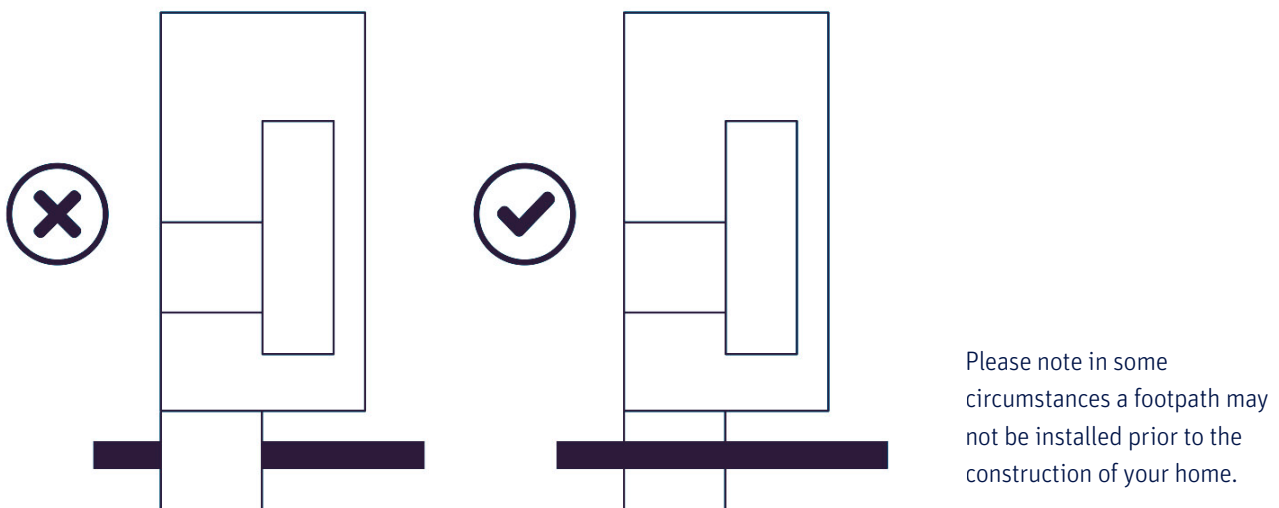


Figure 3



## ITEMS ON YOUR ROOF

Attachments located on the roof above eave height should generally be located so as to be unobtrusive when viewed from any public street.

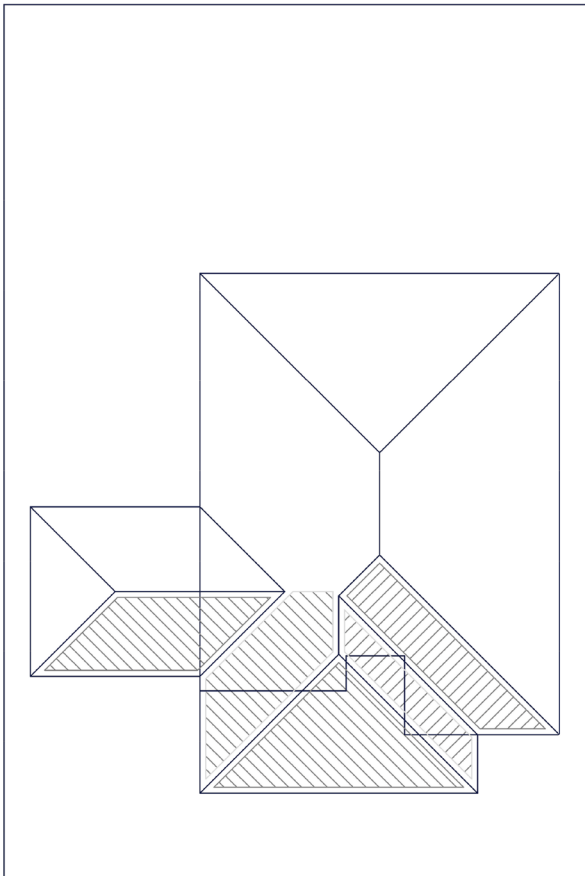
No items are to be placed on the front roof of your home, including 'side elevations' to the front of the home – refer Figure 4. This includes but is not limited to solar panels.

Solar panels to secondary frontages (side of corner allotments) will be assessed on merit however are generally not approved unless no other practical option is available.

Solar water heaters must not be unduly visible from any public space.

Evaporative air conditioning units should be coloured to match the roof and positioned below the ridge of the roof. Winter covers should also be covered to match the roof.

Reverse cycle air conditioning units (outdoor unit) must be positioned on the outdoor paving level.



 Example of front roof where no items are to be placed on the roof

Figure 4

## SHEDS / OUTBUILDINGS

### Size & materials

Sheds or any other outbuilding are to be constructed of either:

- Materials to match the dwelling
- Colour coated metal

Galvanised steel, zinc or other highly reflective materials / colours are not to be used.

Any shed or outbuilding must suit the following general design criteria:

- Have a maximum of 54 square metres in floor area
- Have a maximum length of 9 metres in any direction
- Have a maximum wall height of 3 metres
- Have a maximum roof pitch of 25 degrees
- Any gables should be on the shorter side of the structure
- If built on the boundary, no gables to the roof on the side built on the boundary
- If built on the boundary – the structure will be made of the same colour as the fencing unless approval from the neighbouring land owner is received in writing
- The roof design is to direct water away from adjoining properties

Any shed or outbuilding must comply with the following siting criteria:

- Must be positioned behind the front building line of your dwelling, i.e. not in your front yard
- Only be built on the boundary for a maximum of 6.5 metres total (if two sides are built on the boundary the total length on boundary must not exceed 6.5 metres)
- If another structure is built of the boundary on the same property, and the shed or outbuilding is to be built on the same boundary, it is to have a minimum of a 3 metre separation from the other structure on the boundary
- If on a corner allotment, the minimum setback to the secondary street frontage is 900 millimetres
- When not built on the boundary it is to have a minimum setback of 900 millimetres on its southern side – a shed is taken to have its southern side if facing due South, or up to 45 degrees East or West from due South
- When not built on the boundary it is to have a minimum setback of 600 millimetres for elevations other than the Southern elevation, or other than secondary street elevation

An allotment is to only have one shed or outbuilding unless it can be demonstrated that any additional structures will not cause excessive negative impact on neighbouring allotments, visually impact public spaces and that adequate private open space will remain on your allotment. Typically these additional sheds or outbuildings will be approximately 3x2 metres in footprint dimensions and 2 metres high (e.g. garden sheds)

# FENCING

## Typical 1.8 metre high fencing – Sides and Rear Boundary

Fencing to the rear and side boundaries of your allotment is to be 1.8 metres high goodneighbour colorbond fencing.

Goodneighbour fencing must be in the colour ‘paperbark’

Any fencing forward of your home is to comply with requirements set out under ‘fencing & gates forward of your home’, hence your goodneighbour fencing is to stop in line with the front of your home. The ‘front of your home’ is taken from the front walls, not open areas such as porches, verandah, etc. Where adjacent homes have different setbacks the side fencing can be taken from the wall with the smallest setback however the adjacent dwelling must be constructed / in construction. Refer Figure 5.

For homes adjacent corner allotments, there will be the requirement to have 1.8 metre high goodneighbour fencing to the backyard of the corner allotment. Subject to the road & lot layout this may be fencing forward of your home that is suitable as 1.8m high goodneighbour fencing.

Fencing is to take into consideration the final level of soil from the construction of your allotment and adjoining land (civil works). Any alteration to levels after civil works is to be taken as the purchaser altering the natural slope/level of the land and applicable law and regulation apply. It is the land owner’s responsibility to discuss fencing works with neighbouring owners as per relevant laws and regulations.

It is suggested that side fencing to corner allotments use thicker posts or timber posts to street fronting fencing to enhance the street elevation of their home. Alternate fencing to goodneighbour fencing may be approved on merit.

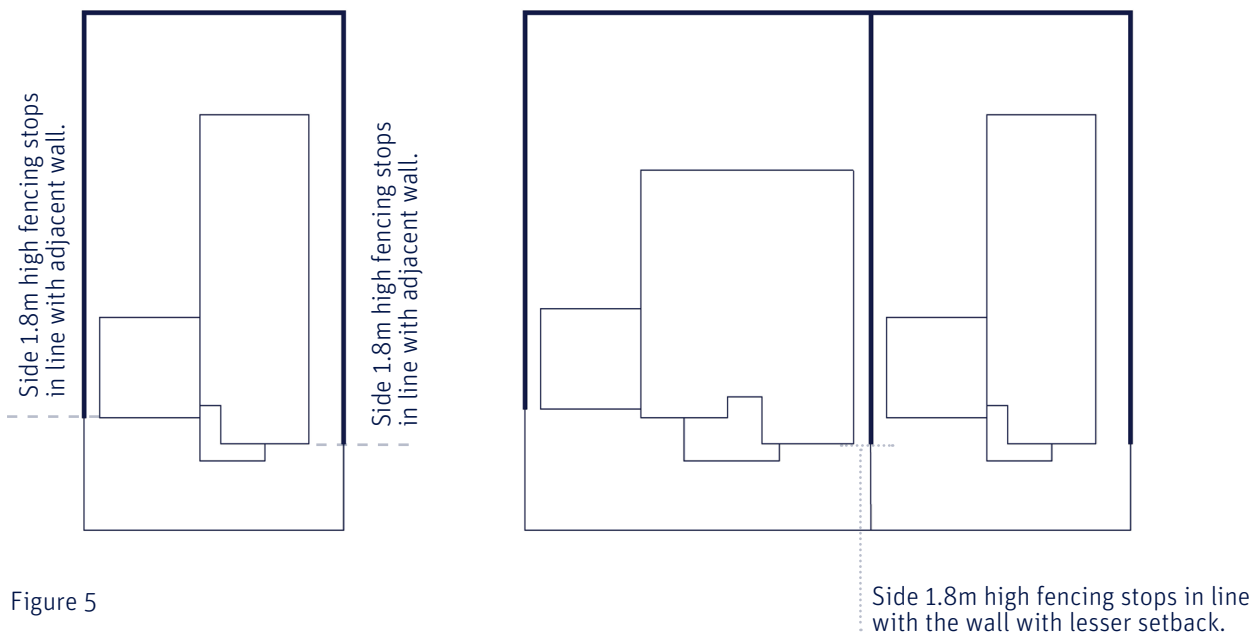


Figure 5

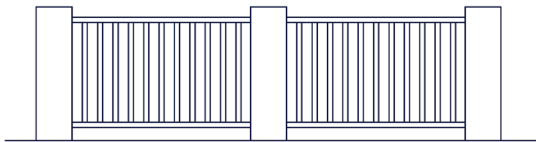
## Fencing & Gates Forward of Your Home

If fencing or gates forward of your home are desired they must meet the below requirements to maintain a high quality streetscape within Sovereign Estate.

For fencing and gates facing the front boundary, the design must comply with either option A or B from Figure 6.

Any metal construction in front fencing is to be colour coated metal and is not to be a highly reflective finish. Either black metal or neutral toned colours are preferred.

Option A.



Masonry piers:

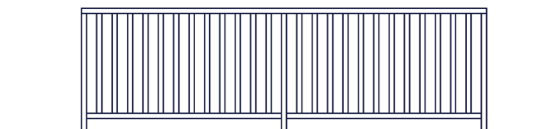
Min 350x350mm. Min height 1.2m. Max height 1.4m.

Metal rails & pickets:

Minimum 100mm spacing between pickets.

Min 20mm size. Max 50mm size.

Option B.



Metal Fence:

Minimum fence height 900mm. Maximum fence height 1.2m.

Posts minimum 50mm, maximum 90mm size.

Pickets minimum 20mm maximum 50mm size.

Rails minimum 20mm maximum 50mm size.

Minimum 100mm spacing between pickets.

Figure 6

Fencing forward of your home to side boundaries must be either:

- Matching one of the design options in Figure 6
- Goodneighbour fencing in paperbark or a colour that matches the front fencing. This option is only available under the criteria listed below – ‘criteria for colorbond fencing forward of home, on side boundaries’

#### Criteria for colorbond fencing forward of home, on side boundaries

- Maximum of 900mm high fence
- There is fencing to the front boundary across the whole frontage (driveway excluded) that complies with front fence design requirements under Figure 6
- Front fencing is at least 1.2 metres high (taken from metal in option A design)
- The front fencing must be installed prior to side front fencing

#### If goodneighbour colorbond fencing is used to the side boundary of your front yard

- It is only complying due to the complying fencing on a front boundary – hence if the front boundary fencing is removed at any time and for any reason the side fencing must be removed. This includes if the side fencing is in place due to your neighbour having suitable front boundary fencing, and this fencing is removed
- If this fencing is due to your neighbour having a complying front boundary fence, it does not warrant you to have a matching side boundary fence on the other side of your front yard.

Any gates forward of the home have the same requirements as fencing to the front boundary

Any metal construction in front fencing is to be colour coated metal and is not to be a highly reflective finish. Either black metal or neutral toned colours are preferred.

## STORAGE OF VEHICLES, TRAILERS, ETC.

The following should not be kept forward of your home: Caravans, Trailers of any nature, Boats, Jet Skis, Large Vans, Buses, Trucks, or Other similar recreational or commercial vehicles

## LANDSCAPING

### **Street Trees and Other Verge Landscaping**

To create an attractive streetscape, increase beneficial habitat and assist in reducing the urban heat-island effect each street in Sovereign Estate will have street trees.

The land in between the roads kerb and your front boundary line is the 'verge' which is Council land, street trees will be placed in this verge. The amount, location and species of street trees is at the discretion of the Developer and is typically guided by Council requirements. This typically results in one street tree planted in front of each allotment, and three to four planted on the secondary frontage of corner allotments however this is subject to final landscaping design.

Typically landscaping throughout the development in the verges is limited to street trees. At the developer's discretion if additional planting is undertaken in areas of the verge, at any time, it is not to be altered or removed without the approval of both the Encumbrance Manager and the Council.

Street trees are not to be moved unless an application is made to the Council and they approve the trees relocation, any cost regarding this is at the owner's expense.

Street tree planting may be undertaken before, during or after homes are constructed.

Purchasers must be aware that any landscaping undertaken by land owners in the verge requires approval from Council. Any desired landscaping additional to street trees in front of your allotment is the purchaser's responsibility to undertake and maintain. If you are planting the verge prior to street trees being planted it is recommended to confirm the Encumbrance Manager / Council where the street tree will be placed.

### **Rainwater Tanks**

No above ground rainwater tanks are allowed to the front of your allotment.

Rainwater tanks are to have a maximum height of 2.4 metres.

## EXCESS SOIL / SITE MANAGEMENT

### **Vacant Lots**

Vacant lots must not be used for the storage of caravans, boats, containers, trucks, sheds, livestock, or anything else that will negatively impact the streetscape.

Vacant lots must be kept in a condition that does not negatively impact their neighbours or the area, e.g. weed control.

### **Excess Soil / Building Your Home**

We recommend discussing with your Builder who is responsible for the removal of soil during your homes construction. Any soil must not be stockpiled on other land without the written permission of the land owner.

It is the owner/home builder's responsibility to ensure the site is well managed during construction, no excess rubbish should be on site. It is the owner/homebuilder's responsibility for any damage to street infrastructure / trees during construction, we recommend you discuss this with your Builder.



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E S T A T E

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