

**Covenant
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Terms and Conditions of Covenant

1. Definitions and interpretation

1.1 Definitions

In this Covenant:

- (a) **"Authority"** means any government or governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, public utility provider, competent authority or entity.
- (b) **"Benefited Land"** means the land described next to the heading "LAND RECEIVING THE BENEFIT" on the Form 58 (Creation of Covenant in Gross) on the front page of this Covenant.
- (c) **"Building"** includes (without limitation) any of the following whether a fixture or not:
 - (i) a house, garage, carport or garden shed;
 - (ii) a structure or outbuilding;
 - (iii) a shadecover or pergola;
 - (iv) a fence or retaining wall;
 - (v) a swimming pool, spa, tennis court or other outdoor recreational facility;
 - (vi) a satellite dish or antenna;
 - (vii) any poles to support floodlights or spotlights;
 - (viii) all pathways and hard standing areas, including a driveway;
 - (ix) earthworks involving a cut or fill in excess of 100mm in depth; and
 - (x) repairs (including painting or changing colours), improvements, alterations or additions.
- (d) **"Building Certifier"** means a person, firm or corporation registered under section 24 of the *Building Act 1993* (NT) in the category of building practitioners known as building certifiers.
- (e) **"Construct"** means to construct, erect, install, place on, alter, add to or remove any Building on the Property and includes excavating and all works undertaken in establishing the Landscaping on the Property, and **Constructed** means when any part of those works have been completed at any stage prior to and also including Practical Completion.
- (f) **"Construction"** means the undertaking of all works to Construct and complete the Building and the Landscaping works.
- (g) **"Council"** means the Alice Springs Town Council.
- (h) **"Covenant"** means this document including all schedules, annexures and attachments to this document and imputed by reference.

- (i) **"Covenantee"** means each of the registered proprietor or registered proprietors of the Benefited Land from time to time, together with both the Developer and the Council (whether or not the Developer and or the Council are a registered proprietor from time to time of any lot comprising the Benefited Land).
- (j) **"Covenantee's Agents"** means each of the Developer's and or the Council's consultants, contractors, employees, builders, tenants, invitees or any of them.
- (k) **"Covenantor"** means the registered proprietor or registered proprietors of the Property from time to time.
- (l) **"Covenantor's Agents"** means the Covenantor's consultants, contractors, employees, builders, tenants, invitees or any of them.
- (m) **"Design Guidelines"** means the 'Kilgariff Estate Design Guidelines' at Annexure 1 and as may be amended from time to time.
- (n) **"Developer"** means the Land Development Corporation (ABN 11 768 147 358).
- (o) **"Development Consent Authority"** means the Northern Territory Development Consent Authority established under the *Planning Act 1999* (NT) (and includes any organisations which may in the future, carry out the relevant responsibilities of the Development Consent Authority).
- (p) **"Land"** means that part of NT Portion 7652 as shown on the plan at Annexure 3.
- (q) **"Landscaping"** means the physical elements of landscaping including all deep planting (and for the purpose of reaching Practical Completion includes shallow planting), ancillary and outdoor structures, screen walls, retaining walls, driveways and pavements and changes of levels to integrated drainage control elements including flood retention and designated soaks either on or over the Property.
- (r) **"Law"** includes any requirement of any statute, regulation, proclamation, code, standard, ordinance or by-law, present or future, whether Territory, State, Federal or otherwise.
- (s) **"Natural Ground Level"** means the level which is to be regarded as natural ground level after engineering works associated with the subdivision of the Land for the Property has been completed.
- (t) **"NT Planning Scheme"** means the Northern Territory Planning Scheme as defined in the *Planning Act 1999* (NT).
- (u) **"Permit to Occupy"** has the same meaning as an "occupancy permit" as defined under section 4 of the *Building Act 1993* (NT).
- (v) **"Practical Completion"** means Construction of the Building and Landscaping on the Property to a stage where (except for any minor defects or omissions):
 - (i) the Building is complete and can be lawfully used, and all Permits to Occupy have been issued for the Building; and

- (ii) the Landscaping has been completed.
- (w) "**Property**" means each lot or portion of land described next to the heading "LAND BURDENED" on the Form 59 (Creation of Covenant) on the front page of this Covenant and where the context permits, means all of those lots or portions of land collectively.
- (x) "**Residential Premises**" means premises intended and used for residential occupation.
- (y) "**Street**" means any road (under the *Control of Roads Act 1953 (NT)*) other than a footway, alley or right of way.
- (z) "**Substantially Commenced**" means the completion of piling and footings for the Building on the Property.

1.2 Interpretation

In this Covenant:

- (a) headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:
- (b) all grammatical derivations of defined terms have a corresponding meaning;
 - (c) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
 - (d) "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (e) a reference to a party includes that party's executors and administrators;
 - (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
 - (g) a reference to a document (including this Covenant) is to that document as varied, novated, ratified or replaced from time to time;
 - (h) successors and permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;
 - (i) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
 - (j) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
 - (k) "**includes**" in any form is not a word of limitation.

2. Covenantor separately covenants

- (a) The Covenantor covenants and agrees, as a separate covenant with each and every Covenantee and each and every person claiming under or through the Covenantee, to perform and observe the obligations and stipulations specified in this Covenant, to the intent that:
 - (i) the burden of this Covenant runs with and binds the Property; and
 - (ii) the benefit of this Covenant attaches to and runs with the Benefited Land.
- (b) From the date that a person ceases to be the Covenantor of the Property, that person is released from all future obligations under this Covenant but is not released and remains liable for any breach or default of this Covenant that occurred before that date.

3. Residential Premises

- (a) The Covenantor acknowledges and agrees that notwithstanding any permitted uses of the Property as set out in the NT Planning Scheme (whether or not consent is required by the relevant Authority) the Covenantor must not use the Property for any purpose other than for a Residential Premises without first obtaining the prior written consent of the Developer (such consent will be at the sole discretion of the Developer).
- (b) Subject to clause 3(a) the Covenantor must not Construct, permit to be Constructed or allow to remain, any Building on the Property:
 - (i) which is for any purpose other than a Residential Premises; and
 - (ii) which does not comply with the Design Guidelines (as published at the time approval for Construction is sought) or the terms of this Covenant.

4. Construction on the Property

The Covenantor must not Construct or permit to be Constructed or remain on the Property any Building or Landscaping other than a Building or Landscaping that is Constructed in accordance with:

- (a) the Design Guidelines (as published at the time approval for Construction is obtained);
- (b) the terms of this Covenant (including but not limited to clause 5 regarding the Developer's Approval in respect to the undertaking of the works to Construct and complete the Building and the Landscaping);
- (c) the approval of a Building Certifier under clause 6; and
- (d) the requirements of any relevant Authorities.

5. Developer's Approval – Pre Construction

5.1 Application of clause 5

This clause 5 applies to a Covenantor who purchases the Property as vacant land and continues to bind the Covenantor until the Building and Landscaping has been Constructed on the Property in accordance with this clause 5 and Practical Completion has been reached.

5.2 Initial approval to build on the Property

- (a) The Covenantor must not Construct, commence to Construct, or make application under the *Building Act 1993* (NT) and/or *Planning Act 1999* (NT) to Construct any Building or Landscaping in, on or over the Property without first applying for, and obtaining, the prior written approval of the Developer to the Construction of such Building and Landscaping.
- (b) In seeking approval from the Developer under clause 5.2(a), the Covenantor must, within 6 months from the date the Covenantor becomes the registered proprietor of the Property, provide such details, plans and specifications as are necessary for the Developer to consider the application (and such other information as may be required by the Design Guidelines as published at that time), including without limitation:
 - (i) plans of any Building detailing all elevations and dimensions of any Building, including the total floor area (both open and fully enclosed) of all floor levels;
 - (ii) details of the external appearance of the Building as is necessary to indicate the architectural style;
 - (iii) plans indicating the location of all windows and doors forming part of the Building;
 - (iv) plans indicating the relative position of any such Building in relation to all boundaries of the Property;
 - (v) the position and dimensions of all car parking facilities;
 - (vi) the position and dimensions of all fences and driveways to be provided or Constructed on the Property;
 - (vii) details of the colours and materials which will be used in the Construction of the Building;
 - (viii) the proposed use of the Building and parts of the Building;
 - (ix) details and plans of all site works to be carried out (including fencing, excavation, filling or Construction of retaining walls);
 - (x) plans and details of the Landscaping including a species list and details of existing trees on the Property;
 - (xi) plans and details of how stormwater is to be handled; and
 - (xii) as are otherwise referred to in, or required by, the Design Guidelines (as published at that time).

- (c) When considering an application by the Covenantor under this clause 5.2, the Developer will use its best endeavours to:
 - (i) respond to the Covenantor within a reasonable time;
 - (ii) not unreasonably refuse or withhold its approval; and
 - (iii) not impose unreasonable conditions in relation to its approval.
- (d) A failure by the Developer to approve, or the imposition of conditions by the Developer in respect of its approval to, the application will not be unreasonable if the Building or Landscaping or any materials to be used or any other feature or aspect of the Building or Landscaping is considered by the Developer to be inconsistent with:
 - (i) the Design Guidelines;
 - (ii) the development, appearance or amenity of (or any part of) the Kilgariff Estate Development; or
 - (iii) this Covenant.
- (e) Where the Developer approves the Covenantor's application, the Developer will provide such approval to the Covenantor in writing which will include any conditions of such approval.
- (f) No variation to any Building or Landscaping approved by the Developer under this clause will be permitted other than in accordance with the terms of any subsequent written approval of the Developer in accordance with this clause which has been provided prior to commencement of such variation.

5.3 Commencement and Completion of Construction

- (a) The Covenantor must:
 - (i) have Substantially Commenced the Construction of the Building on the Property within 18 months from the date the Covenantor becomes the registered proprietor of the Property ("**the Date for Substantial Commencement**"); and
 - (ii) reach Practical Completion within 12 months from the date that the Covenantor Substantially Commenced Construction of the Building ("**Date for Practical Completion**"),

subject to any extension to these dates that the Developer may agree to in writing upon request by the Covenantor (such agreement will be at the sole discretion of the Developer). Time is of the essence in this clause.
- (b) The Covenantor must notify the Developer in writing as soon as the Building and Landscaping has reached Practical Completion and must provide to the Developer a copy of the Permit to Occupy issued in respect to any Building on the Property.
- (c) The Covenantor must, at any reasonable time and upon reasonable notice, permit the Developer to enter and inspect the Property and any Building and Landscaping that is Constructed on the Property to ensure compliance with the Developers approval under clause 5.

- (d) The Covenantor must not reside or permit any person to reside in a Building on the Property without first allowing the Developer to inspect the Property and the Developer confirming compliance with the Developers approval under clause 5.3(c).

5.4 Sale of the Property

Subject to the Developer's approval, the Covenantor must not transfer, sell, lease or otherwise dispose of its interest in the Property until the Covenantor satisfies all of its obligations under this clause 5.

6. Approval by Building Certifier

6.1 Application of Clause 6

This clause 6 applies where a Covenantor purchases the Property once Practical Completion has been reached either by it or a predecessor in title to the Property, any further Construction or improvements to the Property including renovations or extensions must be carried out in accordance with this Covenant and approved by a Building Certifier.

6.2 Approval

- (a) The Covenantor must not Construct, commence to Construct, or make application under the *Building Act 1993* (NT) and/or *Planning Act 1999* (NT) to Construct any Building or Landscaping in, on or over the Property without first obtaining the prior written approval of a Building Certifier that such Construction will comply with this Covenant.
- (b) Any approval received from a Building Certifier under this clause 6 will not exclude the Covenantor from liability under this Covenant or be a waiver of any default or breach of this Covenant where such approval has been given incorrectly.

7. Covenantor's Covenants

7.1 General Covenants

The Covenantor must not:

- (a) allow any Building or any part of the Property to fall into disrepair or become dilapidated or unaesthetically pleasing;
- (b) allow any part of the Property or any footpath, sidewalk or verge bordering the front of the Property to become overgrown or untidy;
- (c) allow the accumulation or dumping of any rubbish, debris, unsightly material or refuse on the Property or any footpath, sidewalk or verge bordering the front of the Property;
- (d) use or allow any land in the vicinity of the Property to be used for any Construction on the Property (including without limitation, storage of materials for disposal or waste);
- (e) allow the Property to be in any condition other than in good order and repair and a clean and tidy condition;

- (f) allow any painted part of the Building to fall into disrepair or become unaesthetically pleasing;
- (g) allow any part of the Building on the Property to be painted other than in a proper and workmanlike manner and with good quality paint;
- (h) use any colours for roofing other than allowed in the Design Guidelines;
- (i) use any colours and materials for fencing other than those allowed under the Design Guidelines;
- (j) conduct any activity or perform any action which causes or is likely to cause pollution, or leave refuse, litter or waste in or on the Property or the Benefited Land other than in bins for the purpose of disposal of such material;
- (k) allow any outdoor structures such as and including any clothesline or shed to be located on the Property where they would be visible from the Street;
- (l) do anything on the Property which is a nuisance to the Benefited Land;
- (m) erect or display a sign, billboard or other form of advertisement of any kind on the Property without the written approval of the Covenantee;
- (n) keep any rubbish bins or similar containers on the Property or land adjoining the Property where visible from any adjoining Street unless properly screened;
- (o) allow the Covenantor's Agents to do anything on the Property other than in accordance with this Covenant; or
- (p) allow storm water to concentrate on the Property or run off into adjacent properties.

7.2 Easements

The Covenantor must not Construct any Building over an easement on the Property unless:

- (a) permitted by the easement; or
- (b) the consent of all parties whose land enjoys the benefit of the easement is obtained.

7.3 Setback Restrictions

- (a) Subject to receiving approval from the Developer and any relevant Authority (including the Development Consent Authority), the Covenantor must not Construct any Building or Landscaping, or permit any part of a Building (except for any roof overhang) or Landscaping to be constructed or remain, on any part of the Property other than within the boundaries specified on the setback requirements in the Design Guidelines and any applicable requirements in the NT Planning Scheme. These setback requirements specify the required shortest distance from a particular boundary or Building to another boundary or Building (as the context requires).

7.4 Subdivision

- (a) Where the Property is zoned SD, it is prohibited, and the Covenantor shall not carry out or permit any of the following:
 - (i) the subdivision of the Property;
 - (ii) the Construction, use or existence of more than one dwelling on the Property;
 - (iii) the division of the Property or any Building into parts for, or available for, separate occupation; and
 - (iv) the provision of more than one electricity and water service to the Property.
- (b) Where the Property is zoned MD:
 - (i) subdivision for the purpose of creation of unit titles is permitted if allowed by Law; and
 - (ii) the Covenantor is prohibited from carrying out or permitting any of the following:
 - 1) any other subdivision of the Property other than that specified in clause 7.4(b)(i);
 - 2) the Construction use or existence of more than one free standing dwelling on the Property; and
 - 3) any other division of the Property or any Building into parts for, or available for, separate occupation.

7.5 Temporary Accommodation

The Covenantor must not:

- (a) reside on or allow any person to reside on the Property other than in a Building that is Constructed in accordance with this Covenant; or
- (b) temporarily or permanently use, or permit to be used, any shed, caravan, tent, mobile home or demountable structure on the Property as living accommodation whether or not the same would be permitted under Law.

7.6 Demountable Buildings

The Covenantor must not at any time allow any demountable building, cargo or other container to be used or placed on or about the Property for any purpose except for the purpose of Constructing the approved Building.

7.7 Parking of Vehicles

The Covenantor must not permit vehicles, trailers, caravans, boats, watercrafts or items of mobile plant and equipment to be parked or stored:

- (a) on the Property other than in designated car parking areas including carports or garages or otherwise in a location that are not visible from the Street at the front of the Property;

- (b) for any period greater than 7 days on the Street or Street verge adjacent to or near the Property; or
- (c) unlawfully on the Property or surrounding areas.

7.8 Driveway

Without limiting clause 4, the Covenantor acknowledges that:

- (a) on single dwelling (SD) blocks, a driveway accessing the Property must be Constructed within the 3.6 metre 'driveway zone' shown on the drawing described as 'Driveway Plan' as available from the Developer and as may be amended from time to time; and
- (b) on multiple dwelling (MD) blocks, the location and width of driveways remain subject to approval by the Development Consent Authority. As such, final location and width of driveways on those lots may differ from those indicated on the drawing described as 'Driveway Plan' as available from the Developer and as may be amended from time to time.

7.9 Satellite Dishes and TV Antennae

The Covenantor must not install:

- (a) any TV Antennae on the Property which is visible from the Street;
- (b) satellite dishes or other ancillary equipment on the Property other than in a position where such equipment is not visible from the Street.

7.10 Air conditioning Units and Ancillary Equipment

- (a) The Covenantor must not install or place any roof or window mounted air conditioning compressor units on the Property.
- (b) Subject to clause 7.10(a) the Covenantor must not install air conditioning units or ancillary equipment on the Property unless such equipment:
 - (i) is not visible from the Street; and
 - (ii) external units placed higher than above 1200mm above Natural Ground Level are wall mounted and appropriately screened.

7.11 Comply with Laws

The Covenantor must not do anything which will or may contravene any applicable Laws when:

- (a) fulfilling the terms of this Covenant;
- (b) occupying the Property; or
- (c) Constructing a Building or Landscaping on the Property.

7.12 Stormwater Infrastructure

- (a) This clause 7.12 applies if the Property has a connection point for the disposal of storm water to the Council stormwater infrastructure (Connection Point) situated on that part of the Property as delineated by

x on the plans attached at Attachment 2 as the infrastructure is essential to the disposal of stormwater for the affected properties.

- (b) Despite anything to the contrary in this Covenant the Covenantor must not:
 - (i) remove, block, place any Landscaping or structure above the Connection Point, or otherwise interfere with the Connection Point; and/or
 - (ii) undertake any works on the Property which may impact upon the Connection Point in any manner whatsoever.

8. Waiver, Release or Modify

- (a) For the purposes of enforcing, varying or waiving the timeframes for Construction contained in this Covenant and for providing consent in relation to a permitted use of the Property pursuant to clause 3(a), the Covenantor hereby appoints both the Developer and the Council as their attorney both with the specific power to enforce, vary or waive the timeframes contained in this Covenant and to provide consent to a permitted use of the Property and the Covenantor is released from the obligations in this Covenant to the extent of that waiver and consent.
- (b) If the Covenantor obtained a waiver from compliance with some or all of the obligations (save and except for the time frames and the permitted use of the Property) in this Covenant or the Design Guidelines from the Developer at the time of Construction of any Building on the Property, the Covenantor is released from the obligations in this Covenant or the Design Guidelines to the extent of that waiver.
- (c) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by Law or under this Covenant by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by Law or under this Covenant.
- (d) A waiver or consent given by a party under this Covenant is only effective and binding on that party if it is given or confirmed in writing by that party.
- (e) No waiver of a breach of a term of this Covenant operates as a waiver of another breach of that term or of a breach of any other term of this Covenant.

9. Breach or Default

9.1 Notice

- (a) If the Covenantor (including any predecessor in title) breaches or defaults or permits a breach or default of any of the terms of this Covenant, then either the Developer or the Council may without prejudice to any other rights and remedies available at Law:
 - (i) give 28 days notice in writing to the Covenantor to remedy such breach or default and, where the Covenantor fails to

remedy such breach or default within 28 days, then, either the Developer or the Council may (but are not obliged to do so) do either of the following:

- A. do all things and pay all monies necessary or expedient in the opinion of the Developer and or the Council to make good (to the extent desired by either the Developer or the Council) or attempt to make good (to the extent desired by either the Developer or the Council) such breach or default; or
 - B. exercise any of either the Developer's or the Councils rights under clause 9.6;
- (ii) seek and obtain immediate injunctive relief from such breach, default or non-compliance; and
 - (iii) sue the Covenantor for damages, as a result of such breach or default.
- (b) A right under clause 9.1(a)(i) includes the right to have removed all or part of any Building or Landscaping (including shallow planting) that has been Constructed on the Property.

9.2 Moneys payable by Covenantor

All moneys paid or liabilities incurred by either the Developer or the Council when exercising their rights under clause 9.1(a) are payable by the Covenantor to the Developer or the Council (as applicable) as a debt due on demand.

9.3 Licence to Enter Property

The Covenantor irrevocably authorises and licences both the Developer and the Council (ether jointly or severally), with or without the Covenantee's Agents, to enter the Property, at any time for the purpose of exercising their rights under clause 9.1(a)(i).

9.4 Notice in respect of more than one breach

A notice can be given in respect of more than one breach or default or a breach or default of more than one covenant, and a failure to remedy all such breaches or defaults or to remedy all such covenants, shall be a failure to remedy to which clause 9.1(a)(i) applies.

9.5 Covenant may be pleaded by way of estoppel

This Covenant may be pleaded and produced by way of estoppel and defence to any action, application or demand by the Covenantor for damages, costs or other relief or any action or prosecution by any person, (including for trespass), in respect of the exercise by either the Developer or the Council of their rights under clause 9.1(a)(i).

9.6 Transfer of Property to Developer

- (a) The Covenantor further acknowledges and agrees that if the Covenantor fails to remedy a breach or default within the time frame in clause 9.1(a)(i) then, if directed by the Developer, the Covenantor must transfer to the Developer or its nominee an estate in fee simple in the Property subject only to the terms of this this Covenant.

(b) The terms and conditions upon which the Property will be transferred pursuant to clause 9.6(a) shall be those contained in the contract for sale and purchase of land in a form reasonably required by the Developer at the time the Developer requests the transfer of an estate in fee simple in the Property except that:

(i) Subject to clause 9.6(c), the purchase price shall be the amount equal to "A" in the following formula:

$$\text{\$A} = [\text{B} - \text{C}] \times 0.95$$

Where:

A is the price to be paid to the Developer pursuant to this clause;

B is the consideration expressed in the transfer of the Property from the Developer to the Covenantor; and

C is the total costs, stamp duty and registration fees payable by the Developer to take a transfer of the Property from the Covenantor.

(ii) no deposit shall be payable;

(iii) the date settlement is to be completed shall be 30 days after the date on which the Covenantor receives the Developer's written request pursuant to clause 9.6(a) or, if that date is not a business day in the Northern Territory, shall be the next business day;

(iv) the transfer shall be subject only to this Covenant and the Developer shall be entitled to deduct from the purchase price any amounts which may be required to discharge any mortgage, charge, lien or other interest over the Property; and

(v) all costs associated with the transfer of the Property (including the Developer's legal costs) shall be borne by the Covenantor.

(c) If at the time of the Developer's request pursuant to clause 9.6(a) the Covenantor has substantially commenced the construction of any Building or structure upon the Property the price payable by the Developer under clause 9.6(a) shall be the amount equal to "A" in the following formula:

$$\text{\$A} = [\text{D} - \text{E}] \times 0.95$$

Where:

A is the price to be paid to the Covenantor pursuant to this clause;

D is the fair market value of the Property at the time the Developer requests the transfer of the Property in accordance with clause 9.6(a), taking into account the factors detailed in clause 9.6(d), (e) and (f) below; and

E is the total costs, stamp duty and registration fees payable by the Developer to take a transfer of the Property

- (d) The fair market value of the Property having regard to any such Building or other structure completed in whole or in part on the Property will be determined by a licensed land valuer who:
- (i) is registered to practice in the Northern Territory;
 - (ii) has no less than 5 years relevant experience immediately prior to the appointment, appointed at the request of the Developer by the person for the time being holding or acting in the office of President of the Australian Institute of Valuers and Land Economists (NT Division) Inc.; and
 - (iii) takes into account:
 - A. the extent of the construction work undertaken in the relevant Property as at the date of the notice issued by the Developer in accordance with clause 9.6(a) (but disregarding any builders' plant and equipment, office and site sheds and any materials which are on the relevant lot but not then fixed); and
 - B. the Completion Costs in respect of the uncompleted portion of the construction works.
- (e) The following provisions apply to the determination of the fair market value of the Property by the appointed valuer:
- (i) the appointed valuer must seek, accept and give due consideration to written submissions from or on behalf of the Developer or Covenantor;
 - (ii) the appointed valuer must determine the fair market value of the Property as at the date on which the Developer requested the transfer of the Property pursuant to clause 9.6(a), having regard to the cost to complete any additional or required works which are required by the Developer (including associated costs) in order for the works to comply with any approvals of the Developer, taking into account the factors in clause 9.6(d)(iii);
 - (iii) each party will bear its own costs and expenses in relation to the appointed valuer's determination;
 - (iv) the Covenantor must pay the appointed valuer's fees and expenses and costs of determination;
 - (v) the appointed valuer must provide the determination to the parties in writing, with reasons for the determination, within 30 days of appointment;
 - (vi) the appointed valuer is an expert and not an arbitrator; and
 - (vii) the determination of the appointed valuer is final and binding on the parties.

- (f) For the purpose of clause 9.6(d) “Completion Costs” means all of the costs and expenses required to be incurred to complete the construction works commenced by the Covenantor’s builder to the standard and specifications required by the relevant approvals, as determined by a quantity surveyor, in respect of which:
- (i) the appointed quantity surveyor is an expert and not an arbitrator;
 - (ii) the appointed quantity surveyor must seek, accept and give due consideration to written submissions from or on behalf of the Covenantor or Developer;
 - (iii) the appointed quantity surveyor must determine the Completion Costs as at the date on which the Developer requested the transfer in accordance with clause 9.6(a);
 - (iv) the Covenantor will pay the appointed quantity surveyor’s fees and expenses and costs of determination;
 - (v) the appointed quantity surveyor must provide the determination to the parties in writing, with reasons for the determination, within 30 days of appointment; and
 - (vi) the determination of the appointed quantity surveyor is final and binding on the parties.

(NO APPLICATION OF RE-PURCHASE AS AGAINST A BANK OR FINANCIER)

- (g) The Developer acknowledges and agrees that clauses 9.6(a) to (f) will not apply in the event a sale of the Property is the sale **by a mortgagee exercising its power of sale** under the *Law of Property Act 2000 (NT)* and the *Land Titles Act 2000 (NT)*, HOWEVER if the Covenantor’s mortgagee exercises its power of sale rights then the Covenantor’s mortgagee must ensure that any third party purchaser of the Property enters into a covenant with the Developer upon settlement of the purchase of the Property on the same terms and conditions as this Covenant.
- (h) The Covenantor and Developer further acknowledge and agree that the rights of the Developer under this clause 9.6 may only be exercised by the Developer, and they may not be exercised by either the Council or any other registered proprietor of the Benefitted Land at any time.

10. General

10.1 Severability

If it is held by a Court of competent jurisdiction that:

- (a) any part of this Covenant is void, voidable, illegal or unenforceable; or
- (b) this Covenant would be void, voidable, illegal or unenforceable unless any part of this Covenant was severed from this Covenant,

that part will be severed from and shall not affect the continued operation of the rest of this Covenant.

10.2 Governing Law and Jurisdiction

- (a) This Covenant is to be governed by and construed in accordance with the laws of the Northern Territory of Australia.
- (b) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Northern Territory of Australia and waives any immunity or any objection it may have to any action in those courts and to a claim that any action has been brought in an inconvenient forum or to those courts not having jurisdiction.

10.3 Developer to update title details upon subdivision of Land

- (a) The Covenantor acknowledges that the Land is subject to subdivision by the Developer.
- (b) Upon subdivision, the Developer may update the definition of Land in clause 1.1 with the new title details.

11. Sunset Date for Clauses 5 and 9.6

The rights of the Developer as against the Covenantor under clauses 5 and 9.6 of this Covenant (and or enforcing compliance with any term in clauses 5 and 9.6) will cease upon Practical Completion being reached in respect to the Building which is constructed on the Property OTHER THAN where the Developer has granted a Covenantor a right of extension to compliance with any of the time frames in clause 5, in which respect the rights of the Developer as against the Covenantor under clause 5 will then cease upon the date that the right of extension ceases, as specified by the Developer in any written extension for the Covenantor's compliance with the time frames in clause 5.

12. Rights of Council

The Covenantor and the Developer further acknowledge and agree that the rights of the Council under this Covenant are not able to be exercised by the Council until the Developer has ceased being a registered proprietor of any parcel of land within the whole of the Kilgariff Estate, and following that date the Covenantor acknowledges and agrees that the Council will have all rights of enforcement of the terms of this Covenant as against the Covenantor at any time there after (whether or not the Council chooses to exercise those rights of enforcement or not) BUT OTHER THAN the rights as against the Covenantor in clauses 5 and 9.6, which cannot be exercised by the Council at any time.

Annexure 1 – Design Guidelines

design guidelines

Kilgariff Estate

Version 2.3



discover
a new place
to call home



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[Application Form – Kilgariff Estate](#)

welcome to Kilgariff Estate

introduction

A serene community with natural surrounds located just south of The Gap in Alice Springs. Kilgariff Estate delivers a mix of attractive housing options, built upon the principles of innovation, diversity, environmental sustainability and community.

Framed by world-class natural features within a unique desert landscape, Kilgariff Estate strives for liveability appropriate for the climate and promotes the efficient use of the land. Kilgariff Estate is inspired by the natural surrounding elements, showcasing the magnificent orange of a desert sunset, grey of the surrounding gum trees, green of the parks and reserves and vivid blue of a clear desert sky.

Kilgariff Estate residents pride themselves on their sense of community and we seek to uphold and build upon this strength.

Key development principles vital to achieve this vision include:

- a mix of housing options to suit all lifestyles;
- promoting sustainability through maximising climatically appropriate development (refer to Schedule 1);
- connecting with the landscape; and
- building a safe and connected community.

The Land Development Corporation (LDC) looks forward to you becoming part of the Kilgariff Estate community.



design guidelines

The Kilgariff Estate design guidelines are provided to:

- help you choose a house that fits your land and your lifestyle;
- enhance the value of your home and the surrounding community; and
- assist the approval process with your builder/designer.

Throughout the design guidelines, each principle includes information on the 'REQUIREMENTS' for what you must do, and 'RECOMMENDATIONS' noting what you can do to optimise design outcomes.

At the back of this document there is a Design Checklist to assist your builder in ensuring the principles are easy to assess and that the key requirements are met. All requirements set out in this document need to be satisfied in order to gain your covenant approval.

This document is intended to be read in conjunction with the Alice Springs Town Council (ASTC) requirements and Northern Territory (NT) Planning Scheme.

design principles

The following principles underlie the Kilgariff Estate community and should be incorporated into your house design:

- Welcoming front home façade that creates a positive relationship to the street and community safety outcomes.
- Design which responds to the surrounding area and Alice Springs climate.
- Promote a mixture of materials and colours on the front façade to create an individual and aesthetically pleasing street frontage.
- Outdoor rooms for entertaining that also act as an extension of your living spaces.
- Creative landscaping of the front yard featuring low maintenance water wise plants to create street appeal and community pride.
- Enhance local natural, cultural and community elements.



the design approval process

The following steps will help you through a hassle free design, approval and build process:

1

PREPARE PLANS

PREPARE YOUR PLANS WITHIN 6 MONTHS OF THE LAND SETTLEMENT (TITLE TRANSFER). CHOOSE YOUR HOME WITH A BUILDER OR ENGAGE A DESIGNER TO PLAN YOUR HOME. BE SURE TO PROVIDE YOUR BUILDER/DESIGNER A COPY OF THE ESTATE DESIGN GUIDELINES.

2

DESIGN APPROVAL

ONCE YOUR BUILDER/DESIGNER HAS DRAFTED YOUR HOUSE PLAN, SUBMIT YOUR COMPLETED FORM WITH DETAILED PLANS BY EMAILING TO KILGARIFFESTATE@LANDDEVCORP.COM.AU OR SUBMIT ELECTRONICALLY VIA THE KILGARIFF WEBSITE.
ALLOW UP TO 10 BUSINESS DAYS FOR A RESPONSE FROM LDC.

3

BUILDING PERMIT APPLICATION

ONCE YOU HAVE DESIGN APPROVAL FROM LDC, YOUR BUILDER IS THEN ABLE TO OBTAIN APPROVAL FROM THE BUILDING CERTIFIER. THE BUILDING CERTIFIER WILL THEN ARRANGE FOR APPROVAL WITH THE RELEVANT AUTHORITIES AND A BUILDING PERMIT CAN BE ISSUED.
YOU MUST NOT COMMENCE CONSTRUCTION, OR MAKE ANY APPLICATION TO CONSTRUCT, WITHOUT FIRST OBTAINING THE PRIOR WRITTEN APPROVAL OF LDC. THIS IS A REQUIREMENT OF THE COVENANT REGISTERED ON YOUR LAND TITLE.

4

START CONSTRUCTION

COMMENCE CONSTRUCTION WITHIN 12 MONTHS OF THE LAND SETTLEMENT. YOU HAVE 12 MONTHS TO COMPLETE THE CONSTRUCTION OF YOUR HOME.

5

CONFIRM COMPLETION

CONTACT LDC ONCE YOUR HOME HAS BEEN COMPLETED.

LDC WILL ENSURE THE CONSTRUCTED HOME IS CONSISTENT WITH THE APPROVED PLANS AND ISSUE A HOME COMPLETION LETTER.

6

OWNERS OCCUPANCY STATEMENT

THIS HOME COMPLETION LETTER WILL BE ISSUED TO YOUR BUILDER SO THEY CAN FINALISE YOUR OWNERS OCCUPANCY STATEMENT AND YOU ARE READY TO MOVE IN.

7

FRONT LANDSCAPING

EMAIL LDC ONCE YOUR LANDSCAPING HAS BEEN COMPLETED WITH A PHOTO.

IT IS A REQUIREMENT TO COMPLETE YOUR FRONT LANDSCAPING WITHIN 6 MONTHS OF YOUR OCCUPANCY STATEMENT.

8

FINAL HOME APPROVAL

LDC WILL ISSUE AN APPROVAL FOR THE FINAL COMPLETION OF YOUR HOME.

9

ENJOY THE KILGARIFF ESTATE LIFESTYLE

1.0 | planning your home

Planning is the first step in creating your new home. This Design Guideline will assist you in considering important elements needed to start the process.

Complementing the Design Principles are the elements of sustainable and innovative design, appropriate climatic designs, water and energy efficiency and solar orientation. Such elements are encouraged within Kilgariff Estate with a view to creating homes of choice for the future. Further details on orientation, design elements and associated benefits are provided in Schedule 1.



1.1 | Building Setbacks

Minimum building setbacks are provided to help create an aesthetically pleasing and welcoming home, giving your home a positive relationship with the street and to your community. The setbacks requirements in the below table are consistent with the NT Planning Scheme, with a summary provided below:

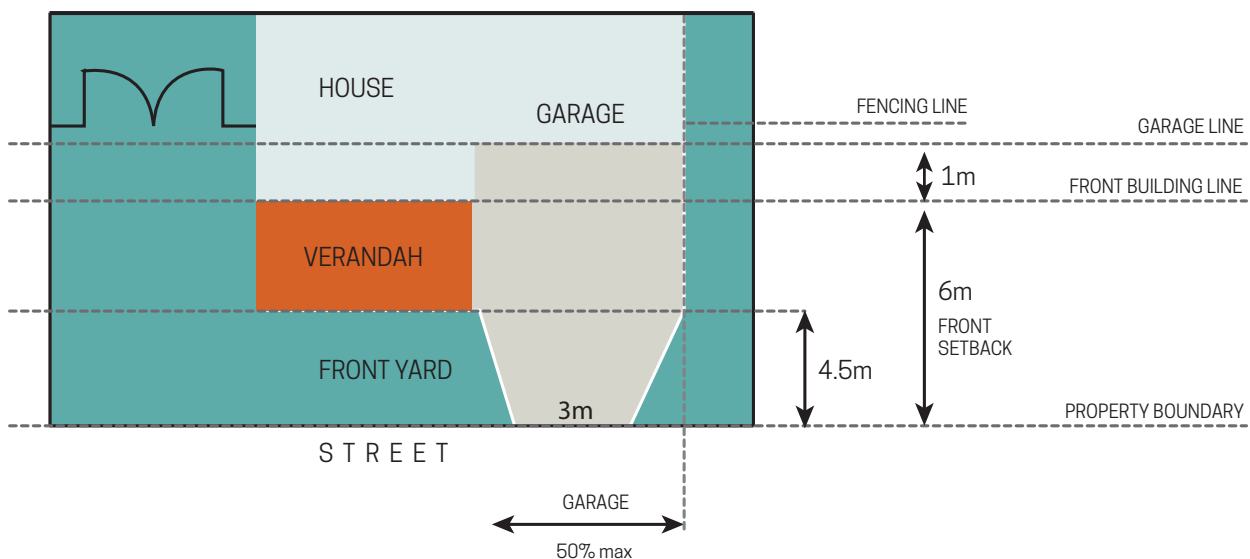
REQUIREMENT

	Lifestyle Lots (450 - 600m ² +)	Traditional Lots (600m ² +)	Multi Dwelling Lots
Front Boundary Setback	Minimum 6m*	Minimum 6m for main building; 4.5m for a front verandah without external walls	Please refer to the NT planning scheme.
Side Boundary Setback	1.5m**	1.5m, 2.5m for secondary frontages	

*Variations can be sought - refer to NT planning Scheme.

** A lifestyle lot may be allocated a zero side boundary setback to one side. This is permitted only where allocated and a minimum of 3m setback is to be provided to the other side boundary.

Enclosed garage are to be set back a minimum of 1 metre from the front of the home. The below diagram demonstrates the setback requirements.

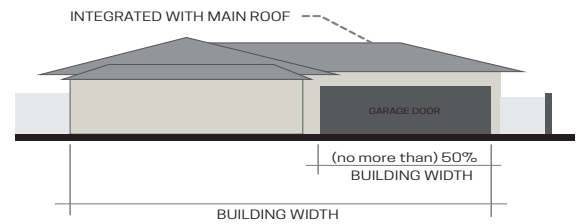


1.2 | Garages and Carports

Garages and carports can take up a large width of a front façade. When designing your home, aim to ensure the façade frontage is complementary to the streetscape and does not detract from the attractiveness of the suburb.

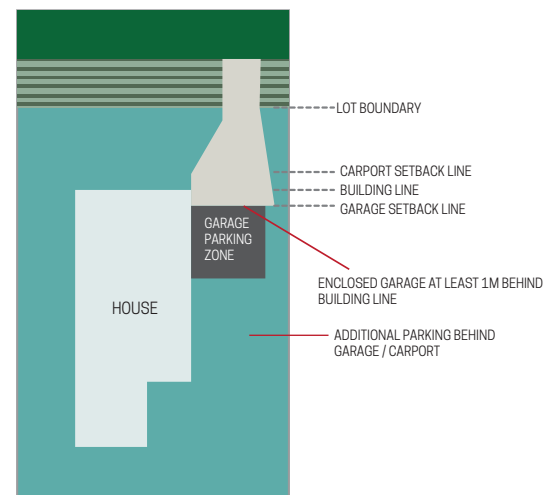
REQUIREMENT

- Not to exceed 50% of the frontage width of your home.
- Setback a minimum of 6m from the street frontage and 1m behind the building line. This may be relaxed for carports without external walls.
- Carports should be designed under the main roof of the home, or located at the rear of home.



RECOMMENDATION

The use of verandah, pergolas or large eaves across the front of the home and in front of the garage or carport is encouraged to help integrate the area into the design of the home.



1.3 | External Colour Scheme & Materials

All homes at Kilgariff Estate are encouraged to have a light colour palette for the main exterior walls, roof and finishes. Light colours assist in reflecting light which results in less heat absorption. This will keep your home cooler, plus provide energy saving all year round. To enhance the sense of identity in the estate, a mix of building materials, colours and articulation is encouraged, on the front façade, to assist in creating visual interest to your home and providing a welcoming feeling to the street.

A sample or photo detailing colour swatches and feature materials will need to be submitted with your application for design approval.

REQUIREMENT

- 1** A MINIMUM OF 2 COMPLIMENTARY EXTERNAL COLOURS AND/OR MATERIALS SHOULD BE APPLIED TO THE STREET FRONTAGES OF YOUR HOME.

- 2** HOUSE COLOURS SHOULD BE SYMPATHETIC TO THE CHARACTER OF THE ENVIRONMENT WITH LIGHT NEUTRAL COLOUR SCHEMES FOR THE MAIN PART OF THE HOME.

- 3** ACCEPTABLE EXTERNAL COLOUR TONES INCLUDE WHITES, CREAMS, BROWNS, GREENS, GREYS, ETC. SUGGESTED COLOUR PALETTE INCLUDES:

COGNAC



CHARCOAL



HEATHER GREY



PEWTER GREY



CAMEL



TAUPE



TAN



BEIGE



CREAM



IVORY



- 4** FEATURE MATERIALS WILL BE CONSIDERED ON THEIR MERIT, HOWEVER NO SECOND HAND OR RECYCLED MATERIALS ARE PERMITTED TO BE USED.

PERMISSIBLE FEATURE MATERIALS MAY INCLUDE:

- 5**
 - LOCAL SAND STONE;
 - CORRUGATED IRON;
 - STEEL;
 - DECORATIVE FACE BRICK;
 - TIMBER (TERMITE RESISTANT);
 - FIBRE CEMENT BOARDS;
 - WEATHERBOARDS; AND
 - STONE OR FEATURE TILES.

- 6** LIGHT COLOURED ROOF MATERIALS MUST BE INSTALLED. THIS WILL ASSIST IN REDUCING HEAT BUILD-UP AND IS ONE OF THE EASIEST WAYS TO IMPROVE YOUR HOME STAR RATING AND REDUCE YOUR POWER BILL.

RECOMMENDATION

- 1** LIMITED USE OF BRIGHT, STRONG OR DARKER TONES. THESE COLOUR TONES CAN BE USED AS A FRONT FAÇADE FEATURE OR BUILDING TRIM ONLY.

1.4 | Street Aesthetics

The appearance of your home from the street is important and over time helps to preserve and enhance your investment. Several elements should be considered when planning your new home.

air conditioning (ac)

REQUIREMENT

- Roof and window mounted units are not permitted.
- AC Units are required to be mounted so they are not visible from the street. Appropriate screening may need to be installed.
- Where screening is required, ensure the screens are from fixed permeable materials and do not block airflow to the unit.

RECOMMENDATION

- Be considerate of you neighbours when locating your compressor.
- Position the compressor so that it is shaded to cool your home more efficiently.

solar hot water

RECOMMENDATION

- Roof location should optimise effectiveness of the unit.
- Split system units allow the tank to be hidden from street view.

antennas

RECOMMENDATION

- TV antennas and satellite dishes are permitted but should not be visible from the street.
- Antennae and satellite dishes must be clearly located on your submitted roof plans for approval.

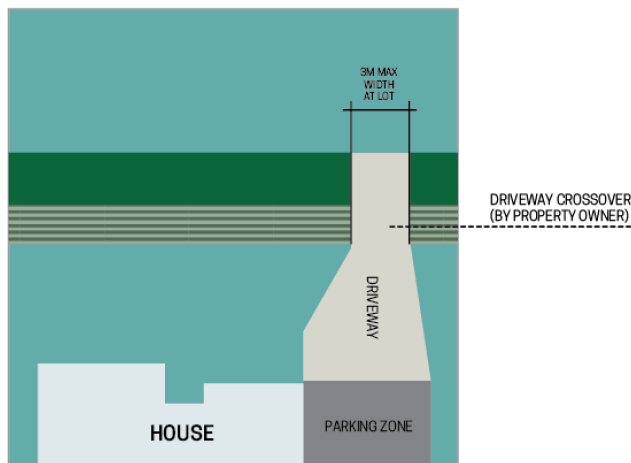
solar power systems

RECOMMENDATION

- Solar photovoltaic (PV) panels and other sustainable energy solutions are encouraged at Kilgariff Estate.
- Optimise your panel outputs by carefully selecting their mounting location. Roof pitch and solar orientation of your home should be considered early in your design.

1.5 | Driveways

Driveways and front paths significantly contribute to the streetscape of a home and the character of the neighbourhood. Driveways are a key interface between private and public infrastructure, where the house meets the street. As such, care and co-ordination is required to ensure compliance with standards and avoid conflicts with service connection points and other obstacles.



REQUIREMENT

- Driveways must be constructed in the specified driveway zone for each lot shown on the recommended Driveway Location Plan.
- Driveways must be constructed of concrete (plain concrete or exposed aggregate). Gravel and laterite finishes are not permitted.
- Driveways and paths in mid to light tones and neutral colours are recommended.
- Driveway crossover is to be no wider than 3 metres and subject to Alice Springs Town Council (ASTC) guidelines and requirements.
- Where the driveway interacts with a valve or cable pit, the builder is to obtain permission from the appropriate authority to remove any concrete surround so the driveway is finished in one piece.
- On multiple dwelling (MD) blocks, the location and width of driveways are subject to approval by the ASTC and as such the final location and width of driveways on those lots may differ from those indicated on Driveway Location Plan.

1.6 | Outdoor Structures

Achieving a balance between access to sunlight for outdoor spaces in winter and protection from it in summer is an important consideration in Alice Springs. Covered open space and exterior structures can play a vital role in providing a comfortable shaded area for outdoor living. They can also provide additional amenity for residents and support key day-to-day living activities.

REQUIREMENT

- All proposed outdoor structures must be shown on your submitted site plan and approved by the LDC prior to construction.
- Sheds:
 - Must not be located in the front yard.
 - Should not be higher than 2.5m at the highest point.
 - Must not obstruct views and/or overlook neighbours.
 - Maximum allowable shed size is 3 metres by 3 metres.
- Other structures such as pools, pergolas, shade structures, etc. must be shown on your submitted plans and meet ASTC Guidelines and NT Building Regulations.

RECOMMENDATION

- Letterboxes should be designed and finished in similar materials and colour tones to compliment the home.
- Matching the materials and colours of outdoor structures with the main dwelling is encouraged.

2.0 | landscaping your home

The landscaping of a home is an important part of creating an attractive streetscape and creating a sense of community pride. To complement the streetscape, the front gardens of homes should be landscaped using a variety of water wise, easy to maintain and climate appropriate plants, utilising local native species.

Landscaping of your front yard must be completed within 6 months of completing your home.



REQUIREMENT

- 1 Landscape your front yard (between the building line and the front boundary) using a variety of plants of different sizes and types, including trees, shrubs and ground covers.

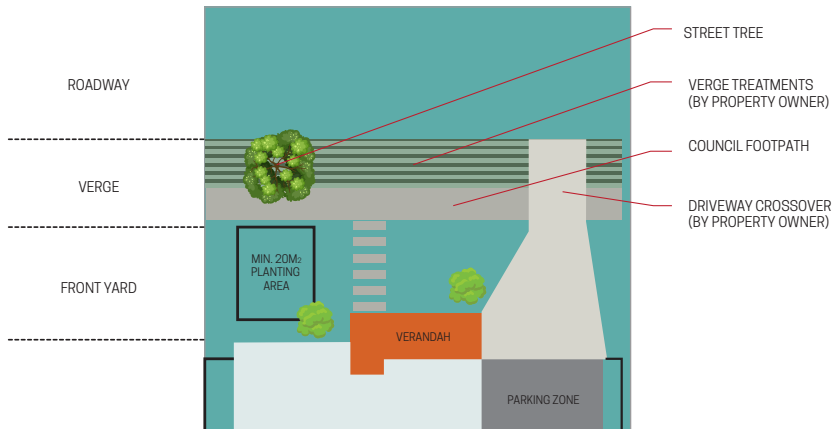
- 2 A minimum of 2 x 25 litre plants should be planted in the front yard.

- 3 The landscaped front yard must comprise a minimum area of 20m² using a variety of plants of different sizes and types, including trees, shrubs and ground covers.

- 4 The remainder of your front yard and verge must have appropriate ground treatment i.e. grass, turf, mulch, stones.

- 5 Garden areas should accommodate suitable views from the house to the street frontage to facilitate passive surveillance for safety and security through the neighbourhood.

- 6 As per the 'ASTC verge requirements', non-organic mulch material (gravel, crushed sand stone) should be a maximum of 12mm in diameter. Approved mulch or similar must be stable and well-maintained so there is no run off into the drainage system.



RECOMMENDATION

- 1 Water-wise native plants are recommended due to their low water consumption.

- 2 Consider the function and need for lawn areas within your garden. Alternative ground-covers can reduce maintenance, water use and ongoing costs.

- 3 Use local materials where possible with durable materials and finishes to ensure a long life and low maintenance of landscape areas.

4

Utilise drip irrigation systems to reduce evaporation rates and water use.

5

When considering the solar orientation of your home, planting deciduous trees (trees that drop their leaves seasonally, ie: *Brachychiton gregorii*) will provide shade to your home in summer and help keep it warm in winter, by allowing sun to filter through.

6

Short List of Recommended Landscaping Plants is provided (Schedule 2). Please refer to ASTC website for the complete list of recommended species: <https://alicesprings.nt.gov.au/community/environmental-initiatives/native-plants-database>

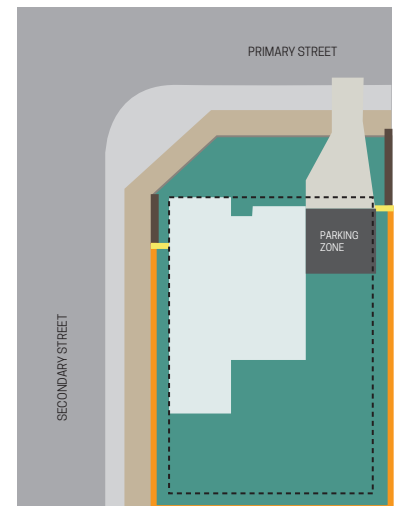
Examples for landscaping concepts are included in Schedule 3 for your consideration.




2.1 | Fencing and Gates

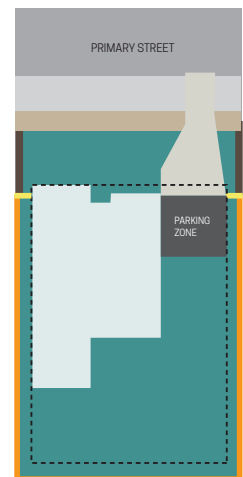
Fencing and front boundary treatments play an important role in the presentation of your home and the pedestrian experience. Tall, blank walls or fences contribute poorly to the pedestrian experience and can lead to uninviting streetscapes. Particular attention should be provided to your fencing and gates to ensure a good design and desirable aesthetic outcome achieved.

REQUIREMENT

- Side and rear boundary fencing is to be solid privacy fencing to a maximum of 1.8 metres high.
- Black powder-coated chain wire fencing may be approved on merit but must not be covered with shade cloth or plastic film.
- Front side gates and/or fences must be setback at least 1 metre from the front of the home.
- Fencing along easements and parks must be permeable to allow for visual sightline. Semi-permeable may be approved on merit.
- No gate is permitted along any fence line that adjoins the Stuart Highway or Colonel Rose Drive.
- No front boundary fencing is permitted.



-  FENCE TYPE B (MAX HEIGHT 1800M)
-  FENCE TYPE B (MAX HEIGHT 900M)
-  FENCE TYPE C (REAR YARD FENCE ENCLOSURE)



2.2 | Drainage

While rain might be only of occasional concern in Alice Springs, it is important that lots drain appropriately to ensure that neighbours' homes are not impacted by your stormwater runoff. The principles of stormwater and drainage management apply both to the finished home and its construction period, when erosion and sediment must be controlled. In-lot pits are provided by the Developer at identified locations.

REQUIREMENT

- 1** STORMWATER FALLS AWAY FROM BUILDINGS AND ANY RUN-OFF IS NOT DIRECTED ONTO NEIGHBOURING PROPERTIES.

- 2** PROVIDE PERMEABLE AND ROBUST LANDSCAPE TREATMENTS SUCH AS PEBBLE, MULCH OR TURF INSTALLED BELOW THE EAVE LINE TO MINIMISE SCOUR AND EROSION.

- 3** STORMWATER MANAGEMENT MUST PROVIDE FOR ON-SITE COLLECTION OF STORMWATER AND ITS DISCHARGE TO THE DESIGNATED IN-LOT PIT FOR EACH LOT.

RECOMMENDATION

- 1** Construction work should consider environmentally sensitive strategies to minimise erosion and sediment leaving the site.

- 2** Stormwater overland flows should be treated responsibly with appropriate landscaping techniques which allow water to drain to the street stormwater system.



3.0 | community responsibilities

New residents to the estate are encouraged to foster a good sense of community. This will assist in ensuring a harmonious and supportive community continues as the estate matures and the community grows in the future.

3.1 | Lot Maintenance

Maintaining a clean and safe environment, before and during the construction of your home, greatly improves the presentation of the community and is a courtesy to be expected of others when your home is complete.

REQUIREMENT

- To assist in maintaining a clean and safe environment, owners are required to keep allotments clear of weeds and rubbish.
- Until your landscaping is completed, appropriate dust and sediment erosion control measures must be implemented and maintained.
- During construction of your new home, your builder must install a containment structure for the disposal of all waste materials. This must be regularly emptied and suitably maintained.
- Ask your builder to be mindful of noise during construction using regular working hours and by being considerate to your neighbours.
- Building or site rubbish/materials are not permitted to be stored or dumped outside of your allotment. If this occurs it will be removed with any costs incurred being charged back to the Owner.
- Owners will be held responsible and required to pay for damage caused to footpaths, infrastructure, verge treatment, street trees or roadways during construction of their dwelling.
- In instances where allotments are not maintained to a reasonable standard, works will be undertaken to remedy the appearance of the lot at the expense of the Owner.

3.2 | Parking

Kilgariff Estate aims to reduce the visual impact of resident parking to the street and ensure that homes present well. To create a safe street environment and reducing vehicles parked in the street, dwellings must provide sufficient on-site car parking for residents. This should be carefully considered during the home design process.

REQUIREMENT

Vehicles, trailers, caravans, boats, watercrafts or items of mobile plants or equipment must not be stored or parked

- On the property other than in the designated car parking areas, including carports, garage, driveway, or otherwise in a location not visible from any street or road;
- For a period greater than 7 days on any road adjacent to the front of the property;
- Unlawfully on the property or surrounding area; or
- On a verge.

4.0 | legal responsibilities



4.1 | Construction on the Property

In accordance with the Covenant, the Owner must not construct or permit to be constructed or remain on the property any improvement or landscaping other than improvement or landscaping which is constructed in accordance with any approved plans, the Design Guidelines and the requirements of any relevant authority.

4.2 | Rights of Inspection and Rectification of Breaches

If the Owner breaches or defaults or permits a breach or default or any of the terms of covenant, LDC may give 28 days notice in writing to remedy such a breach or default. Where the Owner fails to remedy such a breach or default, LDC may remedy the breach and make good, and charge the Owner for the cost of remedy and any expenses or resources expended in remedying the breach or default. In such an event, the Owner will immediately pay to LDC the applicable amount.

4.3 | Final Inspection

The Owner authorises LDC to carry out inspection(s) to determine compliance with the Covenant and/or Design Guidelines, and/or if there has been any breach or default of the covenant. In the event of non-compliance, breach or default, LDC may reasonably arrange access by any of its employees, officers, contractors or agents to rectify or remedy such breach, default or non-compliance.

4.4 | Disclaimer

Photos and diagrams shown in this document are indicative and provided for guidance only. All approvals are at LDC's sole discretion. If there is a dispute about any covenant or design guideline particulars, LDC's decision is final.

Any approval received from the building certifier will not exclude the Owner from liability under this covenant or be a waiver of any default or breach of this covenant where such an approval has been given incorrectly.

4.5 | Variation to the Design Guidelines

LDC reserves the right to modify or vary the Design Guidelines from time to time. LDC has the right to grant any exceptions or exemptions from all or any part of the Design Guidelines within its discretion, and any requests for exception on any of the Design Guideline requirements will be considered by LDC on a merit-based and 'case-by-case' assessment. Such approval of any exception or exemption will not provide any form of precedent for any future requests.

4.6 | Parties

For the avoidance of doubt:

LDC means the Land Development Corporation, and its successors and/or assigns.

Owner means the initial buyer of the lot from LDC or any successive owner of the property or lot.



schedule 1

sustainable initiatives for your new home

Kilgariff design guidelines encourages the adoption of sustainable initiatives through built form that includes passive solar design, PV generation and solar hot water. Building and landscaping to ensure less impact on natural resources through efficient use of water and sensitivity to the existing landscape character and arid climate is recommended.

Through the website www.yourhome.gov.au, the Australian Government identifies several significant benefits that can be achieved from responsible design solutions, including:

CLIMATE RESPONSIVE DESIGN - building your home with an efficient layout can be a big cost saver. This principle embraces passive solar design by:

POSITIONING OF THE HOME -

- Design for cross-ventilation and night exclusion.
- Use north facing high thermal mass living area with passive solar access.
- The living areas on the north facing side of the dwelling;
- Bedrooms on the southern side;
- Ask your builder to be mindful of noise during construction using regular working hours and by being considerate to your neighbours.
- Non-liveable rooms on the east to west side;
- Provide screen, shaded outdoor living areas that allows for winter sun penetration; and
- Appropriate plantings provide shade in summer and sun through in winter.

INSTALL

- Large enough windows to allow breezes to ventilate the home;
- Overhangs, awnings, verandah or large eaves to provide protection from the sun;
- Bulk and reflective insulation in ceiling and bulk or reflective insulation in the walls;
- Light coloured roof materials to reflect the sun; and
- Ensure all spaces are effectively air sealed.

WATER - reduce water usage through:

- Select water saving (AAA fittings) taps, toilets and shower heads;
- Install water efficient appliances;
- Plant local water wise drought resistant plants which are adapted to the local growing conditions; and
- Mulch gardens and install water efficient irrigation systems.

ENERGY – optimising energy savings and minimising consumption can be assisted through:

- Good ventilation, shading and insulation;
- East/west solar protection;
- Ceiling fans to assist air circulation;

APPLIANCES

- Installation of energy efficient appliances;
- Consider the Energy Rating Label scheme and Water Efficiency Labelling scheme.
- Turn equipment off when not in use, preferably at the power outlet.

LIGHTING

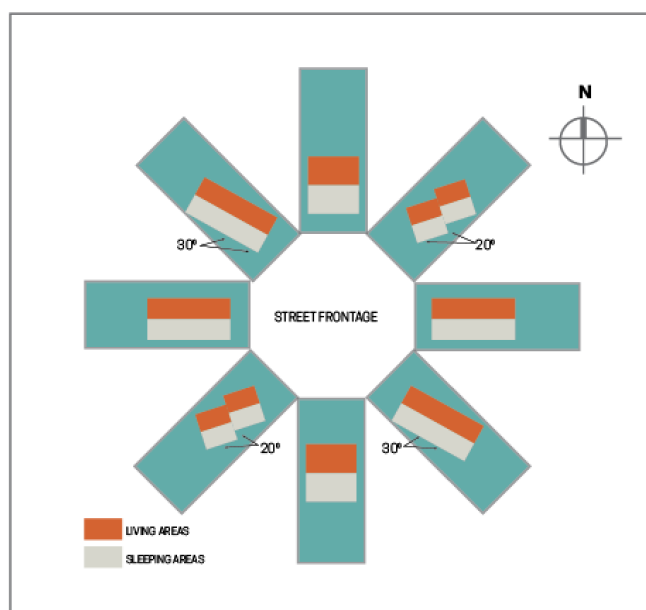
- Energy use of lighting can depend on technology, lighting design and user behaviour.
- Design your home to maximise the use of daylight.
- Take into account different types of bulbs, switches, technologies and life cycles.
- Use of automatic light sensors can save money.

MATERIALS – utilising:

- Materials which are sustainable – have low environmental impact, in production and installation;
- Minimising wastage by using prefabricated or modular elements; and
- Durable and low maintenance materials.

For more information, please find our sources below:

- Housing Industry Australia; 'Building the GreenSmart Way, Guidance Notes for designing and building new homes and renovation projects' booklet, 2006
- Australian Government, 'Your Home – Australia's guide to environmentally sustainable homes'; www.yourhome.gov.au, 2020



schedule 2

list of recommended planting species

TREE SPECIES

TREE SPECIES	COMMON NAME	HEIGHT	WIDTH
<i>Eucalyptus camaldulensis</i>	River Red Gum	15-25m	
<i>Grevillea striata</i>	Beefwood	5-15m	
<i>Corymbia opaca</i>	Desert Bloodwood	5-15m	
<i>Eucalyptus victrix</i>	White Barked Coolibah	10-15m	
<i>Corymbia aperrerynja</i>	Ghost Gum	15-20m	
<i>Eucalyptus thozetiana</i>	Thozets Box	15-20m	
<i>Atalaya hemiglauca</i>	Whitewood	6-10m	
<i>Acacia estrophiolata</i>	Ironwood	5-15m	
<i>Brachychiton gregorii</i>	Desert Kurrajong	6-10m	
<i>Eucalyptus torquata</i>	Coral Gum	6-10m	
<i>Ulmus parvifolia</i>	Chinese elm	6-10m	6m

SCREENING PLANTS

TREE SPECIES	COMMON NAME	HEIGHT	WIDTH
<i>Acacia undoolyana</i>		3-6m	2-5m
<i>Acacia kempeana</i>	Undoolya Wattle	2-5m	2-4m
<i>Acacia murrayana</i>	Witchetty Bush	2-6m	2-4m
<i>Dodonea viscosa</i>	Colony wattle	1-3m	1.5m
<i>Melaleuca bracteata</i>	Sticky Hop bush	2- 7m	2-5m
<i>Myoporum accuminatum</i>	Black Tea-tree	2-4m	2-3m
<i>Eremophila maculata</i>	Boobialla	1-3m	2-3m
<i>Eremophila bignoniiflora x polyclada</i>	Spotted Fuschia	2-4m	2-3m

SCRUBS

TREE SPECIES	COMMON NAME	HEIGHT	WIDTH
<i>Dodonea viscosa</i>	Sticky Hop bush	1-3m	1.5m
<i>Melaleuca glomerata</i>	Inland Tea-tree	2-5m	3-5m
<i>Eremophila youngii</i>	Youngs Emu Bush	1-3m	1-2m
<i>Eremophila latrobei</i>	Latrobe's Desert Fuschia	1-2m	1-2m
<i>Gossypium sturtianum</i>	Sturt's Desert Rose	0.5-2m	0.5-2m
<i>Westringia 'Xena'</i>	Coastal Rosemary	1-2m	1-2m
<i>Senna artemisioides subsp. filifolia</i>	Desert Cassia	1-1.5m	1-1.5m
<i>Senna artemisioides subs ogliophylla</i>	Oval Leaf Cassia	1-1.5m	1-2m

GRASS AND GROUND COVERS

TREE SPECIES	COMMON NAME	HEIGHT	WIDTH
<i>Enchylaena tomentosa</i>	Ruby Salt bush	0.5m	1m
<i>Cymbopogon ambiguous</i>	Native Lemongrass	1m	0.5m
<i>Themeda triandra</i>	Kangaroo Grass	1m	0.5m
<i>Diptheracanthus australis</i>	Native Petunia	0.5m	1m
<i>Eremophila maculata var. brevifolia</i>	Small Leafed Spotted Fuschia	1m	2m
<i>Eremophila glabra</i> Bev Rice	-	1m	1.5m
<i>Portulaca oleracea</i>	Portulaca	0.3m	1m
<i>Swainsona Formosa</i>	Sturt's Desert Pea	0.5m	1m
<i>Lomandra longifolia 'Tanika'</i>	Lomandra 'Tanika'	0.5m	0.5m
<i>Chrysopogon elongatus</i>	Tall Tamil Grass	1-2m	0.5-1m

Schedule 3 - landscape design examples

YOUR FRONT YARD - HOUSE TYPE 1

STREET TREE
Location to be confirmed with road services dependent on LOT location.

PRIVACY
Screening shrubs planted along fenceline.
Recommendations: *Dodonaea viscosa*, *Eremophila christophori*
Feature screening shrub recommendation: *Callistemon Viminalis* Captain Cook

DRIVEWAY
Plain concrete, light tone, with simple 'broom finish'

Acacia murrayana *Dodonaea viscosa* *Eremophila hygrophana*

WELCOMING ENTRY
Coloured concrete to add visual interest & feature tree / large shrub amongst boulders at entry provides a focal point from front window.
Recommended feature tree / large shrub: *Callistemon pauciflorus*, *Acacia murrayana*

NATIVE GARDEN BED - SHRUBS & GROUNDCOVERS
Small randomised groups of shrubs & groundcovers set in mix of organic & gravel mulch to create visual interest.
Recommended Medium Shrubs: *Senna sturtii*, *Eremophila christophori*, *Callistemon Viminalis*
Recommended Small Shrubs / Groundcovers: *Ptilotus exaltatus*, *Eremophila hygrophana*, *Enchylaena tomentosa*, *Callistemon Little John*

ROCK FEATURES
Bringing in elements of the rocky natural landscape to your yard, ie: Local Sandstone

SIDE ACCESS
Natural stone steppers set within gravel mulch

PASSIVE SURVEILLANCE
Low shrubs allow filtered views from the Master Bedroom, while providing privacy from the passing footpath.
Recommendations: *Eremophila hygrophana*, *Eremophila glabra* Bev Rice, *Enchylaena tomentosa*

DECIDUOUS TREE
To shade from Summer Sun & allow in Winter Sun
Recommendations: *Brachychiton populneus* (deciduous)

1:100 @A3
 0 1 2 3 5m
KILGARIFF ESTATE STAGE 2 • ALICE SPRINGS NT
D20-0008 Sk 01

LANDSCAPE PLAN - HOUSETYPE 1

05-03-21 Issue: A

YOUR FRONT YARD - HOUSE TYPE 2

SHADE TREES
Shade trees to filter Summer sun, whilst providing habitat for wildlife.
Recommendation: *Acacia pendula*, *Acalypha hemiglauca*, *Hakea divaricata*, *Hakea lorea* ssp. *Lorea*, *Brachychiton populneus* (deciduous)

NATIVE GARDEN BED - SHRUBS & GROUNDCOVERS
Small randomised groups of shrubs & groundcovers set in mix of organic & gravel mulch to create visual interest.
Recommended Medium Shrubs: *Senna sturtii*, *Eremophila christophori*, *Dodonaea viscosa*
Recommended Small Shrubs / Groundcovers: *Ptilotus exaltatus*, *Eremophila hygrophana*, *Enchylaena tomentosa*, *Callistemon Little John*

SIDE ACCESS
Natural stone steppers set within gravel mulch

WELCOMING ENTRY
Coloured concrete to add visual interest & feature shrub amongst boulders at entry provides a focal point from side window.
Recommended feature shrub: *Callistemon Viminalis* 'Captain Cook'

Hakea divaricata *Callistemon viminalis* 'Captain Cook' *Eremophila glabra* Bev Rice

PASSIVE SURVEILLANCE
Low shrubs allow filtered views from the Master Bedroom, while providing privacy from the passing footpath.
Recommendations: *Eremophila hygrophana*, *Eremophila glabra* Bev Rice, *Ptilotus exaltatus*

ROCK FEATURES
Bringing in elements of the rocky natural landscape to your yard, ie: Local Sandstone

PRIVACY
Screening shrubs planted along fenceline.
Recommendations: *Dodonaea viscosa*, *Eremophila christophori*

DRIVEWAY
Plain concrete, light tone, with simple 'broom finish'

STREET TREE
Location to be confirmed with road services dependent on LOT location.

1:100 @A3
 0 1 2 3 5m
KILGARIFF ESTATE STAGE 2 • ALICE SPRINGS NT
D20-0008 Sk 01

LANDSCAPE PLAN - HOUSETYPE 2

05-03-21 Issue: A

application checklist Kilgariff Estate

To ensure your home design is assessed and approved with minimum delay, please ensure you submit the following information:

APPLICATION CHECKLIST

Application Form

Site Plan showing:

- House position;
- Boundary setbacks;
- Location of outdoor services i.e. air conditioning condenser units, solar HWS system, PV solar locations, clothes line; and
- Any proposed outdoor structures.
- Location of public infrastructure (on verge)

Floor plan showing layout, dimensions and use of room.

Elevations including front, sides and rear. Please indicate proposed location of feature materials and colours on the elevations.

Roof plan showing proposed roof pitch and eave dimensions.

Sample/photo of proposed external colours and feature materials.

Landscaping plan showing:

- Boundary fencing location and material;
- Letterbox location;
- Proposed 2 x 25 litre plants;
- Location of garden beds;
- Turf/stone treatment areas;
- Verge treatment; and
- Any proposed stormwater infrastructure.
- Driveway & cross over

Driveway and crossover.

Home design application form: <https://kilgariffestate.com.au/building/>

Please email your application to: kilgariffestate@landdevcorp.com.au

PLEASE NOTE: LDC will endeavour to assess your application within 10 business days of being received.



KILGARIFF
ESTATE



+61 08 8944 0900
enquiries@landdevcorp.com.au
Level 2 - 37 Woods Street, DARWIN NT 0800
www.landdevcorp.com.au

Annexure 2 – Stormwater Infrastructure Plans



**EXISTING
STAGE 1B**

STAGE 2A

LEGEND

- STORMWATER DRAINAGE PIPE
- SIDE ENTRY PIT
- MANHOLE
- ▲ HEADWALL
- DRAINAGE PIT AND 2 No. PIPES DRAINING TO KERB (REFER NOTE 3)
- REAR ALLOTMENT DRAINAGE PIT & PIPE REFER DRG-0006 FOR DETAILS
- GROUTED STONE PITCHING WITH A24 GEOFABRIC UNDERLAY (20m² NOM.)
- 20.2 DESIGN SURFACE CONTOURS (0.2m INTERVAL)
- 17.0 EXISTING SURFACE CONTOURS (0.2m INTERVAL)
- D EXISTING STORMWATER DRAINAGE
- E EXISTING ELECTRICAL
- S EXISTING SEWERAGE
- W EXISTING WATER RETICULATION

NOTES

1. REFER DRG. SS3000 FOR WEEPHOLE CONNECTION TO MANHOLES, SEPS AND HEADWALL DETAILS.
2. REFER STD DRG. SS3001 FOR TYPICAL TRENCH DETAILS.
3. REFER TYPE B STORMWATER LOT CONNECTION DETAIL ON STD DRG. SS3002. CONTRACTOR TO INSTALL 2 No. Ø100 uPVC PIPES WITH KERB ADAPTORS IN PLACE OF THE 100x150 RHS DRAINAGE PIPES.
4. REFER STD DRG SS3003-SS3007 FOR SIDE ENTRY PIT DETAILS

AS CONSTRUCTED INFORMATION
CERTIFIED BY BMD URBAN PTY LTD

SIGNED: RYAN DOHERTY DATE: 19.04.2022

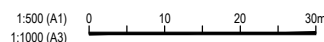
WARNING

BEWARE OF SERVICES
 The locations of all existing services are approximate only and their exact position should be proven on site. No guarantee is given that all existing services are shown.

AS-CONSTRUCTED

REV	DATE	APPD	REVISION
3	14.09.22	RK	AS-CONSTRUCTED - REMOVAL OF STORMWATER CONNECTIONS
2	17.08.22	RK	AS-CONSTRUCTED
1	18.02.22	RK	AS-CONSTRUCTED
0	25.05.21	RK	CONTRACT DRAWINGS

SCALES AT A1



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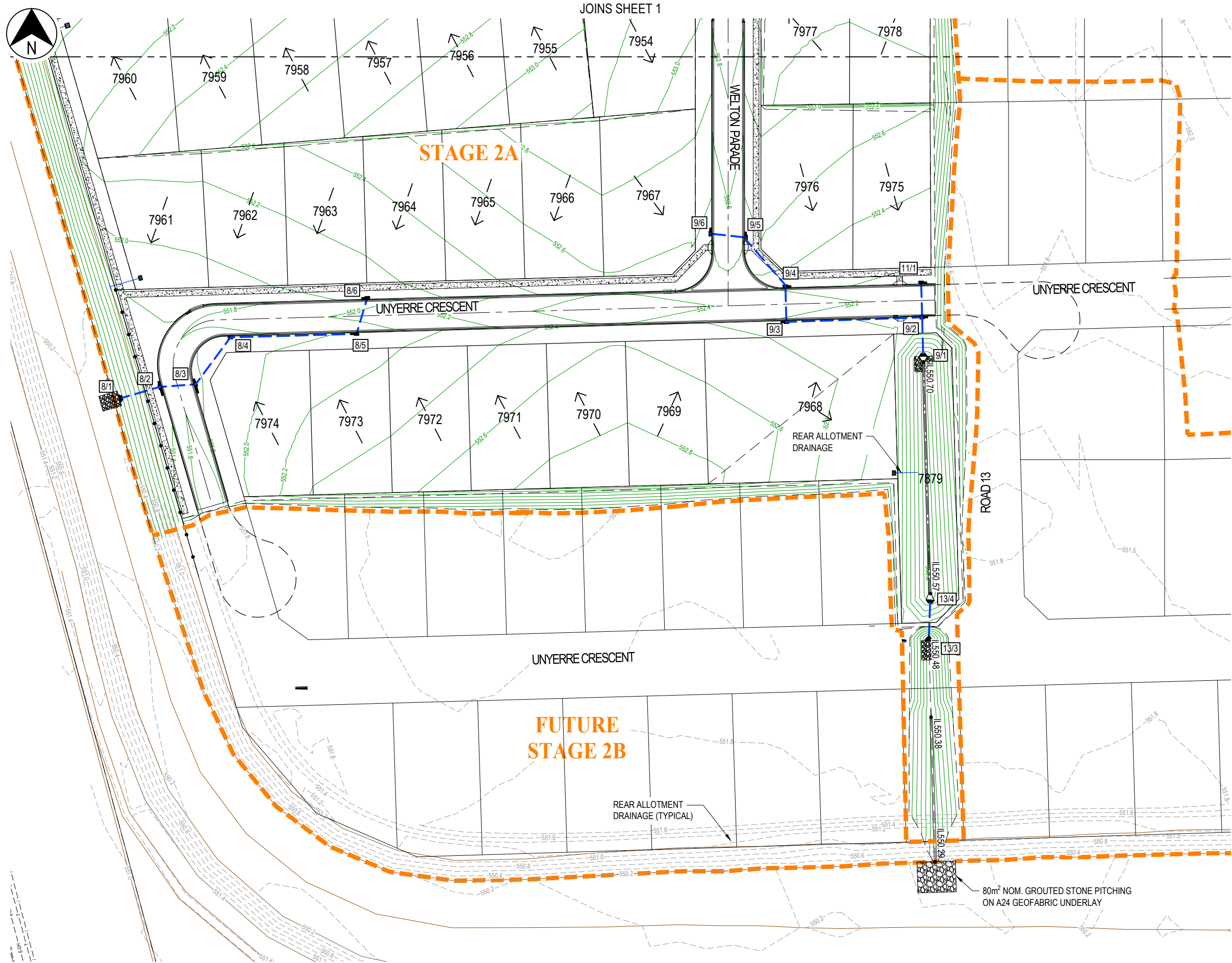
ABN 37 001 024 095 and ACN 001 024 095
 Jacobs Group (Australia) Pty Ltd
 Level 2, 23-25 Parap Road
 Parap, DARWIN, NT 0820
 AUSTRALIA

Tel: +61 8 8982 4800
 Fax: +61 8 8982 4840
 Web: www.jacobs.com

CLIENT LAND DEVELOPMENT CORPORATION			
PROJECT SOUTHERN REGION - ALICE SPRINGS KILGARIFF SUBDIVISION STAGE 2A			
DRAWN TAB	DRAWING CHECK RK	REVIEWED R. KRAKE	APPROVED N. LEE LONG
DESIGNED TAB	DESIGN REVIEW RK	DATE 25.05.21	DATE 25.05.21

TITLE DRAINAGE PLAN
SHEET 1 OF 2

SCALE AS SHOWN	DRAWING No. IW233900-2A-CI-DRG-0019	NTG DRAWING No. R20-3513	REV 3
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**AS CONSTRUCTED INFORMATION
 CERTIFIED BY BMD URBAN PTY LTD**

SIGNED: RYAN DOHERTY DATE: 19.04.2022

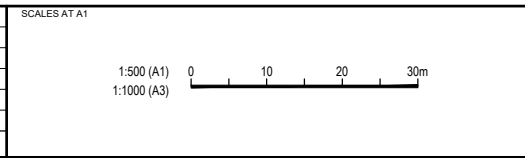
WARNING

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 The locations of all existing services are approximate only and their exact position should be proven on site. No guarantee is given that all existing services are shown.

AS-CONSTRUCTED

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REV	DATE	APP'D	REVISION
2	14.09.22	RK	AS-CONSTRUCTED - REMOVAL OF STORMWATER CONNECTIONS
1	18.02.22	RK	AS-CONSTRUCTED
0	25.05.21	RK	CONTRACT DRAWINGS



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CLIENT	LAND DEVELOPMENT CORPORATION		
PROJECT	SOUTHERN REGION - ALICE SPRINGS KILGARIFF SUBDIVISION STAGE 2A		
DRAWN	DRAWING CHECK	REVIEWED	APPROVED
TAB	RK	R. KRAKE	N. LEE LONG
DESIGNED	DESIGN REVIEW	DATE	DATE
TAB	RK	25.05.21	25.05.21

TITLE		DRAINAGE PLAN SHEET 2 OF 2	
SCALE	DRAWING No.	NTG DRAWING No.	REV
AS SHOWN	IW233900-2A-CI-DRG-0020	R20-3514	2

Annexure 3 – Plan



Note
Refer to S2021/008C for enlargements
Electricity Supply and Sewerage Easements are in favour of the Power and Water Corporation and are to be created by registration of this plan

I, **Brian John Blakeman**, hereby certify that the survey represented on this plan was carried out by me or under my supervision and was completed on **16/6/2022** and that this survey has been executed in accordance with the Licensed Surveyors Act and the Directions thereunder.

Brian Blakeman
Licensed Surveyor
Date: 21/7/2022

SURVEY APPROVED
Surveyor-General
Date

AMENDMENTS			
Reference	Details	Approved	Date

Note
Area to be surrendered from NT Portion 7879 (CLT 2695) is 3.39 ha
Public Roads are vested in the Northern Territory of Australia
Dimensions of unmarked boundaries and connections are original unless otherwise shown
Offsets are at 90° to the boundaries unless otherwise shown
Reference marks are at one metre unless otherwise shown
CN denotes Concrete Nail
NIK denotes Nail in Kerb

Version 1 - survey plan as lodged

Field Book
BBS Archive: 21176
Drawn
Earl James & Associates
28/6/2022 (12133)
Examined
Earl James & Associates
Map Reference

LEGEND
Concrete Post
Concrete Block
Peg or Wooden Post
Reference Mark
Lockpick
Fence Post

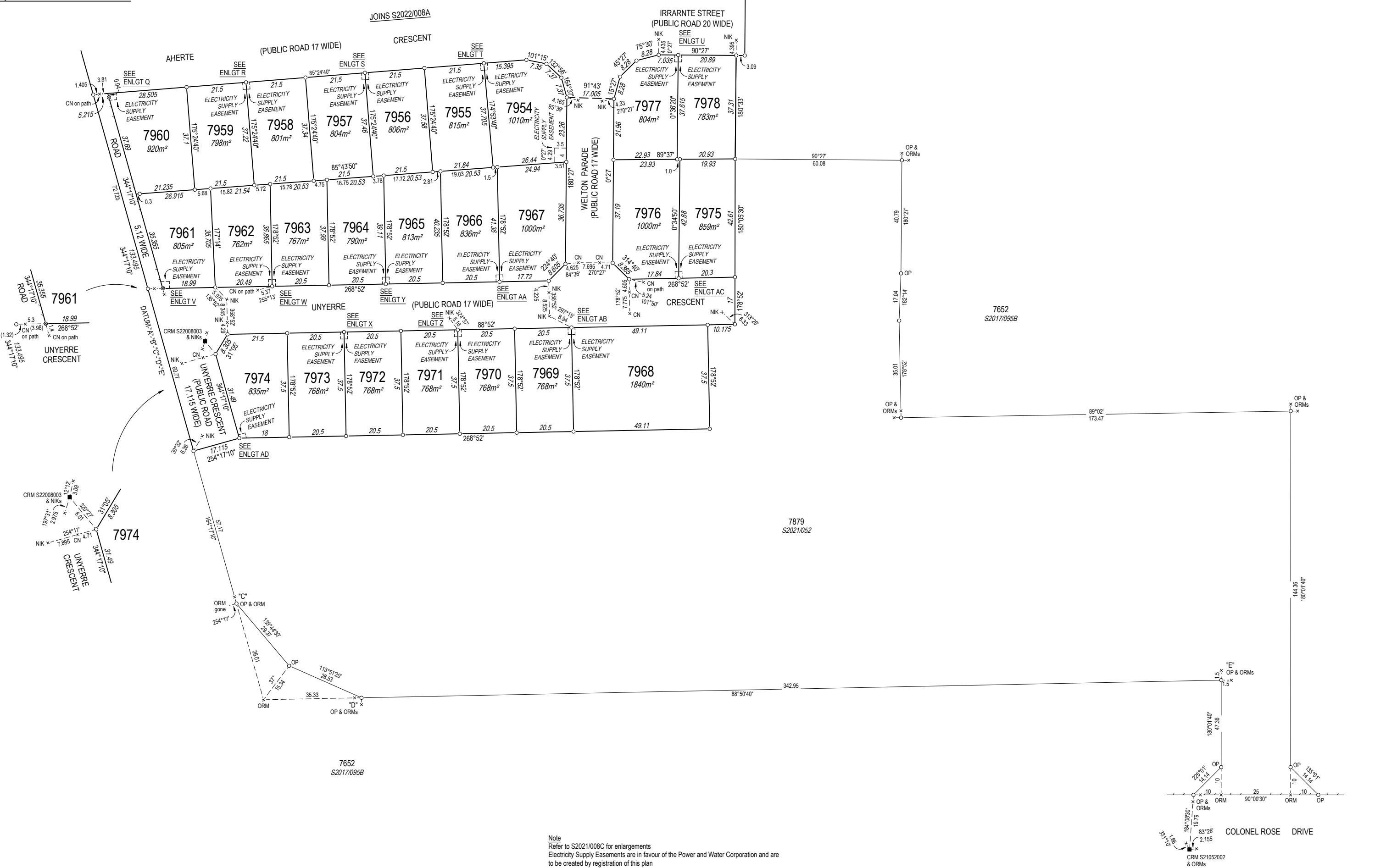
True Mid Bearings

AZIMUTH
Assumed from S2021/052
Observed at

NT PORTIONS 7936 TO 7953 AND 7979 TO 7987 KILGARIFF LOCALITY

SCALE 1:1000 (A3)

S2022/008A
SHEET 1 OF 3



I, **Brian John Blakeman**, hereby certify that the survey represented on this plan was carried out by me or under my supervision and was completed on **16/6/2022** and that this survey has been executed in accordance with the Licensed Surveyors Act and the Directions thereunder.

Brian Blakeman
Licensed Surveyor
Date: 21/7/2022

SURVEY APPROVED
Surveyor-General
Date

AMENDMENTS			
Reference	Details	Approved	Date

Note
Area to be surrendered from NT Portion 7879 (CLT 2695) is 2.75 ha
Public Roads are vested in the Northern Territory of Australia
Dimensions of unmarked boundaries and connections are original unless otherwise shown
Reference marks are at one metre unless otherwise shown
CN denotes Concrete Nail
NIK denotes Nail in Kerb

Version 1 - survey plan as lodged

Field Book
BBS Archive: 21176
Drawn
Earl James & Associates
28/6/2022 (12133)
Examined
Earl James & Associates

Map Reference

LEGEND
Concrete Post □
Concrete Block ■
Peg or Wooden Post ○
Reference Mark ×
Lockpit ⊕
Fence Post ⊗

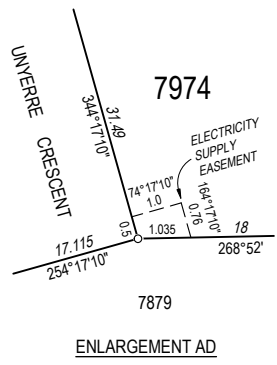
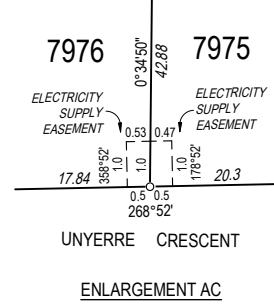
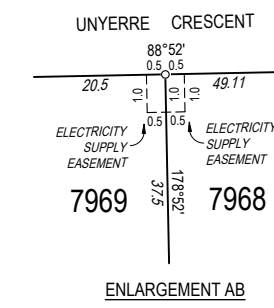
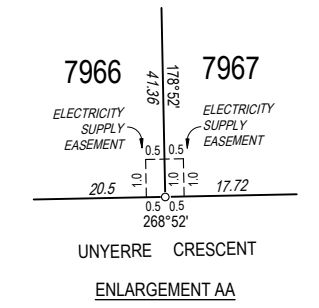
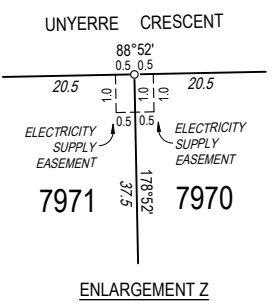
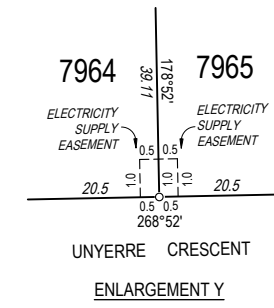
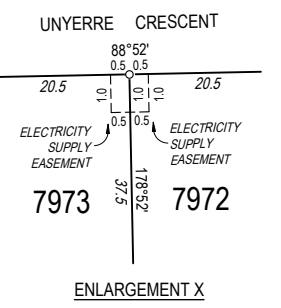
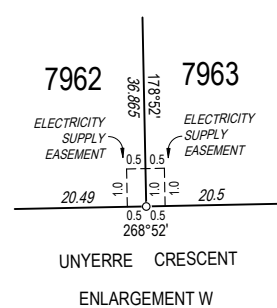
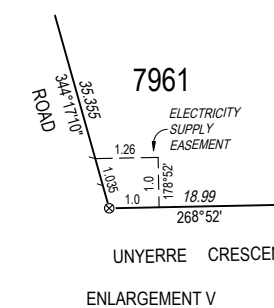
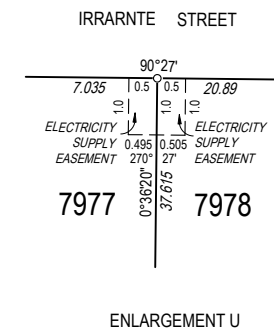
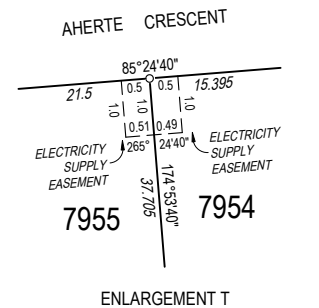
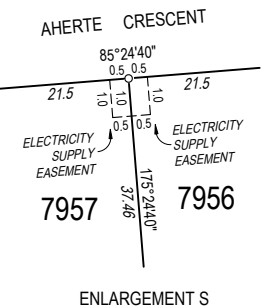
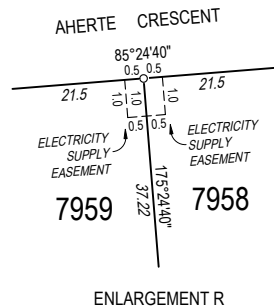
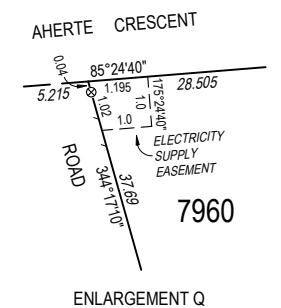
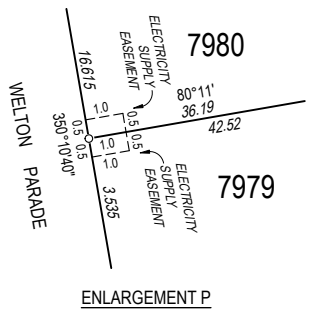
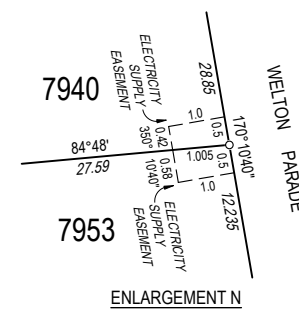
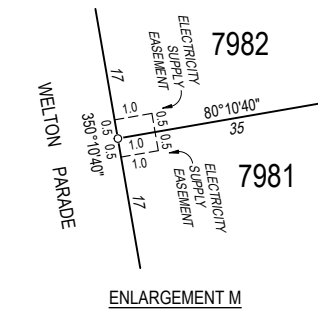
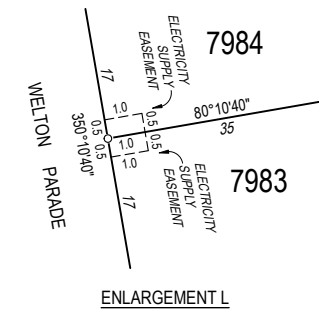
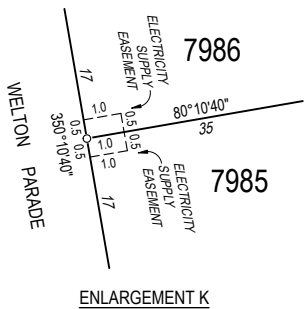
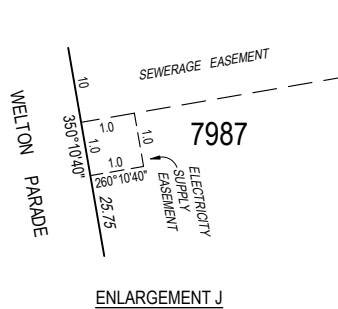
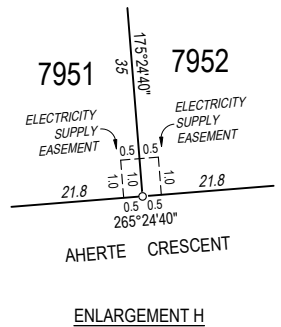
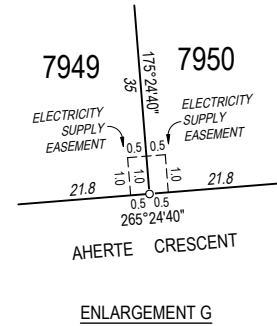
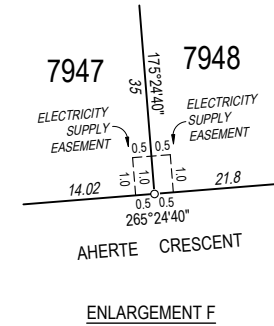
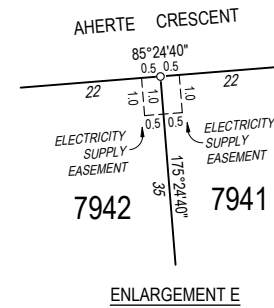
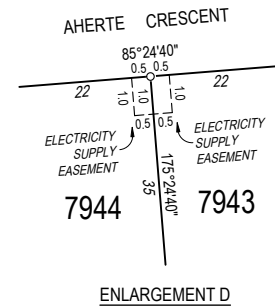
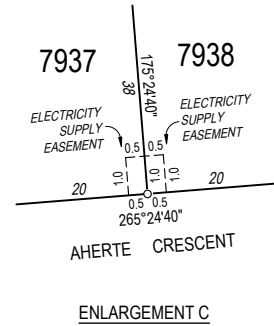
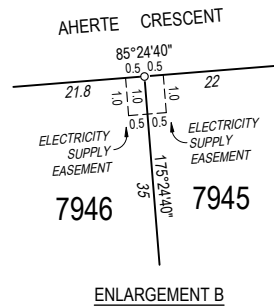
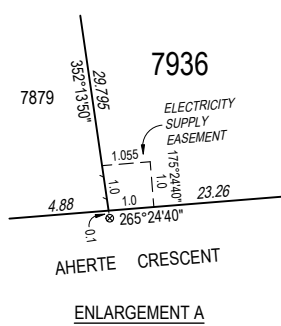
True Mid Bearings

AZIMUTH
Assumed from S2021/052
Observed at

**NT PORTIONS 7954 TO 7978
KILGARIFF LOCALITY**

SCALE 1:1250 (A3)
metres

S2022/008B
SHEET 2 OF 3



I, **Brian John Blakeman** hereby certify that the survey represented on this plan was carried out by me or under my supervision and was completed on **16/6/2022** and that this survey has been executed in accordance with the Licensed Surveyors Act and the Directions thereunder.

Brian Blakeman
Licensed Surveyor
Date: 21/7/2022

AMENDMENTS			
Reference	Details	Approved	Date

Note
Electricity Supply and Sewerage Easements are in favour of the Power and Water Corporation and are to be created by registration of this plan

Field Book
BBS Archive: 21176
Drawn
Earl James & Associates
28/6/2022 (12133)
Examined
Earl James & Associates
Map Reference

LEGEND
Concrete Post □
Concrete Block ■
Peg or Wooden Post ○
Reference Mark ×
Lockpit ⊕
Fence Post ⊗

**NT PORTIONS 7936 TO 7987
KILGARIFF LOCALITY**

SURVEY APPROVED
Surveyor-General
Date

Version 1 - survey plan as lodged

True Mid Bearings
AZIMUTH
Assumed from S2021/052
Observed at

NOT TO SCALE

S2022/008C
SHEET 3 OF 3