

Annexure 'B'
NOOSA WATERS ESTATE DEVELOPMENT RULES
LAKEFRONT ALLOTMENTS
(For Stages 1A, 2, 4A, 6A, 6B, 6C, 7A, 7B, 8A, 8B, 8C, 8D, 10, 11A, 14B)

This Deed made this _____ day of _____ 19
BETWEEN Noosa Waters Pty Ltd, a Company duly incorporated in the State of Queensland
(hereinafter together with its successors and permitted assigns, called the Seller') AND

AS PURCHASER/S (hereinafter together with their executors, administrators or successors in title called
The Buyer.)

WHEREAS the Buyer acknowledges and agrees with the Seller that the subject land is part of a large development the object of which is to establish a modern and well designed residential estate and it is desirable that supervision and control be exercised by the Seller for the protection and in the interest of the Buyer in relation to the nature and type of construction to be erected in the project which includes the subject property: and in recognition of the desirability of the construction of a sound, modern and attractive development throughout the area, the Buyer agrees with the developer in the terms hereinafter appearing.

1. **BUILDING DESIGN**

- a) **Plan Approval:** All structures must conform with relevant site and local legislation. Plans must be submitted to the developer for design approval prior to construction. The developer has the right to reject whole or parts of plans if they infringe on the well-being of the estate as a whole or are not in keeping with the spirit of the covenants stated below. The plans are required to be submitted to the developer for approval and shall include building application plans, landscape plans and colour schemes.
- b) **Building Colours:** Colours that clash with the surrounding colour schemes shall be prohibited as the primary colour of any structure. They may be used as trim as long as they do not cover more than 10% of any structure.
- c) **Building Orientation:** Designers should avoid undesirable orientation of the dwelling as it decreases the amenity of *the* surrounding blocks.
- d) **The Queensland Climate:** The house design must respect the Queensland climate with the provision of eaves and/or other acceptable shading amenity devices to improve the local micro climate and the effect on adjacent dwellings.
- e) **The Noosa Character:** The house design must reflect the lifestyle of Noosa, i.e. the external style presents an open housing style in light materials with significant areas of glass and windows for light and ventilation. Outdoor, covered living areas are encouraged. Heritage, Tudor or Federation styles are not encouraged.
- f) **Eaves, Roof Structures and Pitches:** House designers are encouraged to provide for an eave overhang of 600mm for a major portion of the external walls unless other acceptable forms of shading can be provided or the architectural styling of the dwelling is detrimentally affected. An expressed roof line terminating at a fascia above an eave is preferred. Mechanical plants, excluding solar hot water systems, shall not be placed on the roof unless they can be visually screened from all directions.
- g) **Repetitious Designs:** In order to prevent the inadvertent and disappointing incidence of similar dwellings in close proximity of each other, Noosa Waters Pty Ltd reserves the right to refuse applications for dwelling designs deemed to be repetitious. A minimum of 200 metres separation between dwellings of generally similar appearance, in any street, is considered appropriate. Prospective builders are advised to review their proposed dwelling designs with the Noosa Waters Project Manager's office prior to submission of building applications.
- h)

2. BUILDING MATERIALS

- a) Roof Materials: Permitted Materials - only colorbond, corrugated roofs of clay, terracotta or concrete tiles with a uniform finish. Colorbond non-standard (i.e. to local corrugated pattern) roofing materials are prohibited.
- b) Prohibited Roof Colours: Blue, some tones of yellow, galvanized, silver, or any colours that do not blend into the surrounding colour schemes.
- c) The external house walls should be constructed of brick with a maximum of 10% timber or any composite or constructed boards. Rendered or bagged brickwork, brickwork or concrete is also acceptable. Unfinished brickwork is prohibited to any external surface.
- d) The use of glass with reflective glazing shall be limited to a maximum of 10% of the external wall surface area, with due consideration being given to the direction and effect of the reflected light.

3. BUILDING LOCATION AND SIZE

- e) Minimum House Size: The minimum house size (internal living area) excluding garage, shall exceed 195 (one hundred and ninety five) square metres.
- f) Maximum House Height: No house shall exceed two storeys in height. The maximum height to the top of the roof shall be 8.0 metres measured from the front of the block.
- g) Minimum House Setbacks: Housing setbacks must conform to the building act however garages or carports shall not be constructed any closer than 1.5 metres to any property boundary.

4. OTHER STRUCTURES

- a) Garden Sheds: Silver coloured (e.g. zincalume or galvanized steel) shall be prohibited however colorbond type garden sheds in subdued colours will be acceptable ONLY if suitably screened.
- b) Pergolas and Greenhouses: These structures shall blend into the architectural style of the house and are not recommended for construction within 1.5 metres of any boundary unless suitably designed and special permission is obtained.
- c) Cabanas: Out structures such as cabanas and gazebos shall not exceed 105 (one hundred and five) square metres in size. They shall be built of the same materials and design format as the house. They shall not be located within 1.5 metres of any boundary or closer than 4.5 metres to the revetment wall.
- d) TV/Radio Aerials: All external aerials are prohibited. The estate is serviced by an underground system linked to a substantial tower supported aerial, and satellite dish. A current connection fee of \$550.00 is payable to Noose Waters and a current \$30.00 per year maintenance fee will apply and Buyers will be required to enter into the necessary agreement prior to connection.
- e) Carports: Carports not built as part of the house are prohibited. Each house shall contain a minimum of two lockup garages as part of the house,

5. FENCING

- a) Side Fencing Extents: Side fences shall not extend beyond 6.0 metres from the road frontage excepting where they connect with a front fence. Short fences between the house and the side fence are encouraged to give privacy to the backyard.
- b) Fencing Heights: No fencing to the front alignment and within 6.0 metres to the front alignment shall exceed 1.0 metre in height unless special circumstances apply and approval is obtained from Noose Waters.
- c) Fencing Materials: Fences shall be constructed of treated timber, brick or bagged/rendered blockwork. Pool fences must comply with the fencing legislation. Front timber fences are prohibited.

6. DRIVEWAYS

- a) **Materials:** All driveways must be paved or sealed with an approved material such as exposed or coloured concrete, concrete or clay paving units or other material submitted for approval
- b) **Maximum Extent:** The maximum width of the kerb crossing shall be 3.0 metres at the property boundary. Only one driveway per street frontage per lot is permitted. The driveway must be constructed as one complete unit, not as tracks.
- c) **Alignment and Location:** Any driveways must be located in a row 1.5 to 7.0 metres from any side boundary only. They must cross the footpath at 90 degrees to the kerb, excluding court lots.
- d) **House Entry Paths:** The maximum width of any entry to a house is 1.5 metres. It must be constructed of a similar material to the driveway and must not extend beyond the property boundary

7. STREETScape ITEMS

- a) **Letterboxes:** Small timber letterboxes on a single timber post are prohibited. The letterbox shall be located as part of a feature to the front boundary of the lot.
- b) **House Numbering:** Numbering must be placed on the letterbox structure. House numbering shall not be affixed to the house. Suitably approved standard kerb moulding will be considered.
- c) **House Naming:** House naming shall not be allowed at street frontage. All house naming shall be affixed to the house.

8. LANDSCAPE REQUIREMENTS

- a) **Front of House Planting:** The front of the house must be completely turfed and landscaped (excluding driveways and footpaths) within 30 days of occupying the house.
- b) **Lighting of External Areas:** Lighting to external areas should use reflective lighting off vegetation rather than spotlighting. Light leakage shall not exceed specified levels to adjacent properties.
- c) **Pool Location:** Pools shall be located so that noise generated by users and equipment does not disturb neighbouring houses.
- d) **Canopy Recreation:** To give the estate a horizon of trees rather than roofs, a minimum of 4 canopy trees must be planted within the lot.
- e) **Footpath Planting:** No additional planting is allowed on the footpath.
- f) A minimum of 25% of the area between the 4.5 metre setback and the revetment wall shall be planted with shrubs. A maximum 25% of the area shall be under hard pavements. The remainder should be turf or groundcover.
- g) Tree species with a mature height exceeding 3.0 metres shall be prohibited within 4.5 metres of the canal wall. Shrubs shall be prohibited from an area within 1.0 metre of the face of the canal wall. The ground surface within 1.0 metre of the wall should be covered by groundcover, turf or hard pavements.
- h) Canopy trees planted between the house and the canal frontage shall blend with or repeat the species used as street trees to reinforce the landscape identity of the surrounding area of estate.

9. GENERAL COVENANTS

- a) **Parking Cars, Boats and Caravans on Lots:** Only one vehicle shall be allowed to be permanently parked within an allotment, excluding garage vehicles. Parking of one boat or caravan is allowed within a screened enclosure net contained in the front yard.
- b) **Temporary Accommodation:** No temporary accommodation to be used at all (including caravans).
- c) No sheds to be erected prior to completion of house.
- d) No removal homes or second hand materials to be used.

- e) Upon resale of properties ONE only 'For Sale' sign is to be erected.
- f) No business or cottage industry to be run from the estate.
- g) All work vehicles (including utilities) must be garaged, not perked in the open.
- h) Dog owners must ensure their properties are securely fenced prior to taking occupancy. Any dogs found roaming the estate will be reported to Council.
- i) Screening of clothes lines shall be provided by means of a suitably designed enclosure or landscaping treatment.

10. MAINTENANCE

- a) Any vacant allotment must be maintained to ensure a maximum grass height of 200mm and in general keeping with the overall maintenance of the estate. The Buyer hereby covenants with the developer that they will accept responsibility for costs for this maintenance if it is required to be carried out by the developer.

11. DUPLEXES

- a) The Buyer hereby acknowledges that only ONE SINGLE dwelling may be erected on each allotment. Duplexes and townhouses/unit developments are strictly prohibited.

12. CANAL CONDITIONS

- a) No house or structure shall *be* erected within 4.5 metres of the revetment wall.
- b) No swimming pool or any cantilevered concrete pool surround shall be located within 4.5 metres of the revetment wall.
- c) No excavation shall be undertaken within 4.5 metres of the revetment wall without the developers consent and unless a qualified engineer certifies there will be no adverse effect on the structural integrity of the existing revetment wall.
- d) No penetrations of the existing revetment well shall be permitted unless for the construction of a suitably approved boat ramp.
- e) The integrity of the drainage membrane located immediately behind the revetment wall shall not be broken by excavation. Any action leading to the blockage of the revetment wall weep holes is not permitted. Works such as filling or terracing which would result in the raising of the existing ground level within 4.5 metres of the revetment wall shall be prohibited. Lowering of the ground profile by excavation and retention is permitted if complying with covenant 12(c) above.
- f) A single mooring structure per allotment is permitted. The structure is to comply with Noosa Council By-Laws and standards. Roofs or shade structures on the structure shall be prohibited.
- g) Solid screen fencing shall be prohibited along the canal frontage. See through pool type fencing types are permitted however are not to be fixed to the top of the revetment wall. Side fencing can be mended to the revetment wall to maintain privacy from adjoining allotments.
- h) Solid screen fencing can be installed on a setback of 4.5 metres from the revetment but must not exceed 50% of the width of the allotment at the 4.5 metre setback. The Buyer acknowledges that under no circumstances can boats be refuelled or have oil changed in the canal. It is also agreed that the Buyer shall be held financially responsible to rectify any fuel or other polluting contamination of the Noosa Waters Waterways.
- i) Boat Ramps may be approved at the developer's discretion. Prior to any works commencing on the revetment walls, engineering drawings must be submitted to the developer for approval. Boat sheds are only allowed if they form part of the house and are not located within 4.5 metres of the revetment wall.
- j) The Buyer acknowledges that a maximum speed for boats travelling within the waterways is 4 knots.
- k) The Buyers acknowledge that should they desire boat access to the Noosa River through the

lock system a current \$100.00 fee is necessary for the issue of the subsequent lock access card. An agreement is required to be signed by allotment Buyers upon issue of the card and cards will only be issued to Buyers of waterfront allotments upon completion of a dwelling at that address.

13. SALE OR DISPOSITION

a) In the event of the Buyer selling the subject lot then the Buyer shall require the purchaser *from* him or her and any subsequent purchasers to enter into a contract to be bound by the Community Development Rules existing at the time of the sale by the purchaser or any subsequent purchasers. The Buyer further acknowledges that he may be liable in damages to the Seller and/or adjoining Buyers in the event of his failing to observe the Community Development Rules and to comply with the provisions of this clause.

14. SELLERS RIGHT TO VARY OR EXCLUDE ANY RULES

a) The Seller reserves the right at the request of the Buyer or at it's own instigation to vary or exclude any of the obligations under the Deed provided that such action will only be taken in keeping with the aims to establish a modern, well designed residential estate. The Buyer hereby absolves the Seller from any liability whatsoever for any action taken in the variation or exclusion from any Deed. The Seller acknowledges that new products designed as substitutes for the above materials will be marketed from time to time and provided these products, in it's opinion are not inconsistent with the aims of the community, they will be acceptable.

15. M E R G E R

a) The parties hereby agree that the provisions of this Deed will not merge on the conveyance herein.

16. DAMAGES UPON BREACH

a) Upon breach of any of these rules the Buyer and/or his successor, in title shall, on demand, pay to the Seller or by way of liquidated damages and not by way of penalty, the sum of \$20,000.00 and provided further that in the event of the Buyer selling the said land prior to a dwelling house being erected, the Buyer will require the person to whom the said land is sold to execute a covenant in similar terms to this condition whereby liquidated damages in the sum of \$20,000.00 are payable direct to the Seller upon breach of the said rules by the person to whom this land is sold.

17. SELLERS LIABILITY LIMITED

a) The Seller will not be liable for, and the Buyer shall indemnify and hold harmless the Seller against any claims, demands and actions for losses arising directly or indirectly from the use of the lock and weir.