

Annexure 'B'
NOOSA WATERS ESTATE DEVELOPMENT RULES
Stage 14A (Lots 894-899)
(Gibson Road - Commercial Precinct)

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 area 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, detailed 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) The Noosa Character: The building design must reflect the lifestyle of Noosa, in 'light' materials with significant areas of glass and windows for light and ventilation. Heritage, Tudor or Federation styles are not encouraged.
- d) Mechanical Plants, excluding solar hot water systems, shall not be placed on the roof unless they can be visually screened from all directions.
- e) Repetitious Designs: In order to prevent the inadvertent and disappointing incidence of similar buildings in close proximity of each other, Noosa Waters Pty Ltd reserves the right to refuse applications for designs deemed to be repetitious. Prospective builders are advised to review their proposed building designs with the Noosa Waters Project Manager's office prior to submission of building applications.

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 (ie. 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. Preference should be given to the lighter shades.
- c) The external building walls should be of masonry construction or 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

- a) Maximum Height: No building 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.
- b) Minimum Building Setbacks: Building setbacks must conform to the building act.

4. OTHER STRUCTURES

- a) 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 \$400.00 per service or showroom is payable to Noosa 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. Individual cables for each showroom or service should be suitably numbered and should extend to the property boundary or individual connection by Noosa Waters.
- b) Carports: Carports not built as part of the buildings are prohibited.

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5. FENCING

- a) Side Fencing Extents: Side fences shall not extend beyond 15 metres from the road frontage excepting where they connect with a front fence. Short fences between the building and the side fence are encouraged to give security to the rear yard.

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.

7. STREETScapeITEMS

- 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.

8. LANDSCAPING.

- a) Front of Building Planting: The front of the building must be completely turfed and landscaped (excluding driveways and footpaths) within 30 days of occupying the promises.
- 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) Canopy Recreation: To give the estate a horizon of trees rather than roofs, a minimum of 4 canopy trees must be planted within each lot.
- d) Footpath Planting: No additional planting is allowed on the footpath unless with Noosa Council's consent.
- e) Canopy trees planted in the frontyard shall preferably blend with or repeat the species used as street trees to reinforce the landscape identity of the surrounding area of the estate.

9. GENERAL COVENANTS

- a) Parking cars, boats, caravans or trucks on the front portion of lots, for duration longer than 24 hours is not allowed.
- b) No removal homes or second hand materials to be used.
- c) Upon resale of properties ONE only 'For Sale' sign is to be erected
- d) All work vehicles (including utilities) must be garaged, or parked at the rear of the site.
- e) Guard dogs likely to disturb occupants of the adjoining residential area shall not be allowed.

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. 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 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 Development Rules and to comply with the provisions of this clause.

12. SELLERS RIGHT TO VARY OR EXCLUDE ANY RULES

- a) The Seller reserves the right at the request of the Buyer or at its 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 commercial precinct. 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 its opinion are not inconsistent with the aims of the community, they will be acceptable.

13. MERGER

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

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14. DAMAGES UPON BREACH

- a) Upon breach of any of these rules the Buyer and/or his successor, in We shall, on demand, pay to the Seller 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 building 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.

PURCHASER/S

WITNESS

SELLER

WITNESS