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INTRODUCTION

These guidelines set out the standards and conditions under which residential buildings within this development will be approved by the Developer.

These guidelines are to be read in conjunction with the Special Covenants annexed to the Contract of Sale. Prior to the purchase of land and housing design, in this Estate, the full covenant should be read.

1. WATER SUPPLY

The Estate is provided with a restricted flow water supply system, and Purchasers are advised to contact Riemore Water 1 Pty Ltd, for full understanding of same.

Address: Riemore Water 1 PO Box 411 Beenleigh Q 4207

e-mail: riemorewater@bigpond.com

2. WATER TANKS

A minimum on site water storage tank(s) capacity of not less than 63,000 litres is to be installed at a minimum of 90% below ground level unless otherwise approved by the Developer in writing.

3. DOMESTIC WASTE WATER TREATMENT PLANTS

Council policy requires all dwellings to have their own individual Domestic Waste Water Treatment System. These systems must be approved by the Scenic Rim Regional Council.

Waste water treatment and disposal shall be carried out on site by means of an approved system (by the Developer in writing) equivalent to an Aerobic Sand Filtration system together with surface irrigation of the treated effluent.

4. APPROVAL OF PLANS

Approval of plans and specifications for dwellings and extensions to dwellings or other structures are to be first approved in writing by the Vendor/Developer. Copies of proposed building plans to be presented to the Developer once they become available.

Any approval granted by the Developer to the plans for the construction or carrying out of buildings, structures, excavations or landscaping is not in place of any approval that may be required by the local authority. The Purchaser acknowledges that any approval granted by the Vendor, or its nominee, to any plan containing any building, structures, excavation work or landscaping does not constitute any representation as to the adequacy, suitability or fitness of any such building structure excavation or landscaping work and that the same is still required to be approved by the local authority.

The Developer reserves the right at the request of the Purchaser or at its own instigation to vary or exclude any of the Covenant Conditions.

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5. BUILDING SETBACKS

The building setbacks are to be in accordance with the Plan approved by the Scenic Rim Regional Council.

Each dwelling, including effluent disposal area, is to be wholly contained within the specified building envelope.
See Annexure 'A'.

6. MINIMUM FLOOR AREA

Dwellings shall have a minimum floor area of two hundred and sixty (260) square metres (excluding garages and open terraces).

The internal floor area shall be classified as habitable area by the local authority and have a minimum ceiling height of 2.4 metres.

Plans with a smaller internal floor area may be considered provided the developer in his absolute discretion believes they will enhance the appearance of the estate and are in accordance with the general theme. Written approval from the developer is required.

7. BUILDING MATERIALS AND CONSTRUCTION

Prior to construction of any dwelling or outbuilding of any nature (including garden sheds) written approval must be obtained from the Developer. The dwelling shall be brick, brick and timber, western red cedar or approved materials. The roof is to be constructed of tiles, colorbond or other non-reflective surface. The Developer may agree to other materials being the dominant feature provided that it does not conflict with the Developer's obligations to all buyers under the covenant.

8. ROOFING

No roofing is to have a pitch of less than 15 degrees nor to be of A frame construction unless the Developer specifically approves the plan for aesthetic reasons, and then only in writing. All roofing must be of non reflective type materials. Should Solar hot water systems be used they must be integrated with the profile of the main roof of the dwelling and be of a colour matching that of the roof.

9. CARPORTS, VERANDAHS

Highset buildings will have the lower level, as a minimum, slatted with timber and suitably landscaped.

Carports and verandahs should not be constructed without plans and all supports to carports and verandahs shall be of a construction to match the main dwelling.

Carports and verandahs should be located under the main roof. If (by written approval from the Developer) not located under the main roof, all materials and colour should be complimentary to and integrated with the main dwelling.

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10. OUTBUILDINGS (GARAGES, TOOL STORES, SHEDS, ETC)

The design appearance and external colours of all outbuildings must be complimentary to the main dwelling and constructed of materials matching the main dwellings.

Applications to use other materials for outbuildings less than five (5) square metres floor area will be considered on individual merit.

11. INCOMPLETE BUILDINGS

No building in the course of construction shall be left without substantial progress and work being carried out for longer than one (1) month. Total construction time for erection of a building shall not exceed twelve (12) months.

12. TEMPORARY STRUCTURES

There shall not at any time be erected on or placed or remain on the land any caravan, tent, temporary building or structure or other installation of a like nature. The only exceptions are sheds, workshops or office rooms to be used only in the course of construction in connection with the building of permanent improvements and in no instance shall any structure be used as a temporary dwelling.

13. DRIVEWAYS

All lots shall have a driveway extending from the street kerb to the garage or carport and shall extend to the full depth of a garage and shall be constructed of bitumen, two coat seal, pavers, exposed aggregate, gravel or decomposed granite with approved edging. Wheel strips are an unacceptable form of driveway construction.

14. REMOVAL HOMES

No removal homes, or other buildings previously erected on other land shall be erected or placed on the said land.

15. EXCAVATION

No soil or other material shall be removed from the land except by way of excavation for the foundations of a building to be erected thereon or in preparing and laying out gardens associated with the building.

16. RETAINING WALLS

Retaining walls within 1.5 metres of the subject property boundary shall be completed prior to the construction of any building or other significant structure and all other approved excavation or landfills shall be retained prior to the habitation of the building. Drainage shall be provided at the foot of any retaining wall.

No excavation or landfill shall direct water onto any neighbouring land (except for sheet flow water).

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17. CARE & MAINTENANCE

No rubbish shall be allowed to accumulate or be placed upon the land. In the event of rubbish accumulating upon the land, or excessive growth of grass or if such grass becomes unsightly, then the Developer shall be at liberty (but not obliged) to cut the grass or remove the rubbish at any time, or from time to time, at the Purchaser's expense.

The registered proprietor shall maintain all buildings, landscaping, lawns and gardens on The subject land and in keeping with the aims and objectives of the Estate establish and maintain a well kept and modern environment. The Purchaser shall ensure that on completion of construction of a house that the grassed frontage of the landscaping, if any, and the Council verge shall be kept mown and tidy at all reasonable times failing which the Developer or its agents, at their option, may tidy up and mow and the Purchaser will then pay the Vendor on demand the reasonable costs of carrying out such work.

18. FENCING

All fences fronting onto a road, or proposed road, shall be post and rail or other as approved by the Developer in writing. No fence shall contain, chicken wire, corrugated sheet iron, nor corrugated asbestos cement and shall not exceed 1.8 metres in height. All fences to be constructed in a professional manner.

The Developer shall be under no obligation to contribute to the construction and maintenance of any dividing fence between the land pursuant to this contract of sale and any adjoining land owned by the Developer. The buyer hereby waives the right that it may have pursuant to the Dividing Fences Act to require the seller to contribute to the construction and maintenance of any dividing fence as defined in the Dividing Fences Act.

The Purchaser agrees that fencing, including fencing from the front alignment of the house to the side boundaries may be painted a colour in keeping with the general surrounds of the Estate and where of timber construction may be left in natural finish. Where the Purchaser requires such fencing to be of colour an application in writing shall be made to the Developer for permission to such colour. The Developer shall act reasonably in this regard and the Developer's decision shall be binding by the Purchaser.

In all cases, no coloured or painted fencing shall be allowed without the Developer's written permission.

19. CLOTHESLINES

Clotheslines must be screened from view of any road, public access way or designated area of public open space.

20. PARKING OF IMPLEMENTS

No bulk fuel is to be stored on the subject land and no unregistered vehicles are to be parked, stored or used.

Only machinery used in the normal maintenance of the property is permissible. Machinery, commercial vehicles, trailers or other objects which may cause annoyance or in the opinion of the Developer detract from the amenity of the area are to be parked where

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they are not easily visible from the roadway and not between the roadway and the house, with every effort made to provide suitable screen tree planting, and/or approved fencing.

21. HOME INDUSTRY

No Home industry will be permitted on the subject land without the express permission of the Scenic Rim Regional Council and the Developer.

22. DISPLAY HOMES

The Developer reserves the right to itself and its licensees to erect, on the estate, dwellings which are to be constructed in accordance with the requirements of this Deed of Covenant, are to be used for the purpose of a display home and the purchaser shall raise no objection thereto.

23. SIGNS AND HOARDINGS

The Purchaser hereby consents to the Developer to enter upon the land and remove any signs or hoardings erected without prior written consent.

The Purchaser will not permit any dwelling to be used as a display home without the written consent of the Developer being obtained.

The consent of the Developer shall not be unreasonably withheld but shall be on such terms and conditions as the Developer may reasonably require. The consent may be terminated by the Developer by the giving of thirty (30) days written notice.

24. PETS

Pets will be strictly controlled and in no way be permitted to interfere with other residents enjoyment of their property.

No dogs or cats shall be brought onto, raised or bred without the prior written consent of the Scenic Rim Regional Council. Purchasers are advised to contact Scenic Rim Regional Council for details relating to the keeping of cats and dogs.

25. LIVESTOCK

Purchasers are advised to contact Scenic Rim Regional Council for guidelines relating to the keeping of livestock.

26. VEGETATION MANAGEMENT

A vegetation management and tree preservation plan has been approved by council and any clearing must be in accordance with same.

The Purchaser acknowledges that under no circumstances will the burning of vegetation be permitted within the estate therefore all vegetation rubbish must be recycled or removed at the owners expense.

27. DEVELOPER'S RIGHT TO VARY OR EXCLUDE ANY COVENANT CONDITIONS

The Developer reserves the right, at the request of the Purchaser or at its own instigation, to vary or exclude any obligations under the Covenant provided that such action will only be taken by and in keeping with aims to establish a modern well designed residential

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estate. The Purchaser hereby absolves the Developer from any liability whatsoever for any action taken in the variation or exclusion of any covenant.

28. ACKNOWLEDGMENT BY PURCHASER

The Purchaser acknowledged that:

- The lot and plan is part of a subdivision of an estate pursuant to a rezoning agreement between the developer and the Scenic Rim Regional Council.
- There may be a bond in place to secure the completion of the works required to complete subdivision of the estate to the satisfaction of the Beaudesert Shire Council.
- The Purchaser shall make no objection to any unfinished works as at the date of this Contract or the date of completion and shall not be entitled to delay completion or withhold any part of the purchase price by reason of any such unfinished works.

After completion it may be necessary for the Developer to enter upon the land for any of the following purposes:

- For completion of the works or to meet Local Authority requirements.
- For any construction on adjoining properties.
- To ensure that the covenants in special condition on hereof are observed.

The Purchaser hereby authorises the Developer and the Developer's agents, servants and representatives to enter upon the land for the aforesaid purposes.

29. NO MERGER

The Purchaser shall not sell, transfer or otherwise dispose of the land hereby sold to any person without obtaining from such person a covenant and acknowledgment in favour of the Developer to be bound by the same terms, including this subclause.

30. BUILDERS NOTES

Builders are expected to conform to the covenant and seek Developer's written approval prior to commencing any works. Of specific interest is

- Item 2 of covenant
63,000 litre concrete water tank(s) installed 90% below ground level

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