

ANNEXURE C DESIGN GUIDELINES

1. PRELIMINARY

1.1 These Design Guidelines form part of the Contract and the definitions contained in the Contract will apply to these Design Guidelines.

1.2 For the purposes of these Design Guidelines:

Completed means the relevant construction or Building Works have been completed in accordance with this Contract (including the Design Guidelines), the terms of any approvals given and to the reasonable satisfaction of the DAP.

Consultant includes a valuer, architect, builder, energy efficiency consultant, lawyer and/or landscape architect as appointed by the Seller.

DAP means the design assessment panel appointed by the Seller.

2. BENEFIT OF DEVELOPMENT COVENANTS

2.1 The Buyer acknowledges that the Land forms part of the Estate which has been designed to create a high value, well presented housing estate for the benefit of the Seller, the Buyer and other owners in the Estate.

2.2 The Buyer acknowledges that a failure by the Buyer to comply with these Design Guidelines could result in significant damage being suffered by the Seller and the Seller may make a claim against the Buyer for damages in the event of a breach of these Design Guidelines by the Buyer.

3. BUILDING WORKS

3.1 The Buyer must only construct Building Works on the Land in accordance with the approval granted by the DAP.

3.2 Excavation is to be kept to a minimum and no fill is to be placed on any site.

3.3 No incinerators shall be erected, placed or operated on the Land.

4. MAINTENANCE

4.1 The Buyer shall maintain the Land and the Works to a high quality standard, including:

- (a) keeping all landscaping regularly manicured, weeded and lawns mowed;
- (b) not allowing any vehicle, caravan, trailer or boat to remain parked on the Land outside the garage for more than 24 hours;
- (c) not erecting any structures separate from the house unless it is a high quality garden shed of non-reflective material or finished in the same materials and colour as the house and otherwise has all necessary Local Authority approval.



5. APPROVAL OF BUILDING WORKS

- 5.1 The Buyer must obtain the written approval of the DAP prior to commencing construction of any dwelling or structure or commencing any Building Works on the Land. The Buyer must comply with the application process specified in these Design Guidelines.
- 5.2 In electing to grant or refuse its consent, in its absolute discretion, the DAP may:
- (a) consider the sustainability of the design proposed by the Buyer;
 - (b) consider the requirements of any Local Authority or other relevant authority (including but not limited to the Development Approval, any relevant legislation, regulation or standard);
 - (c) any other consideration that the Seller or DAP deems relevant; or
 - (d) refer the Buyer's application to a Consultant.
- 5.3 If the DAP elects to refuse its consent, the DAP is not required to give reasons for the refusal.

6. CONSTRUCTION

- 6.1 The Buyer must ensure that construction of a dwelling:
- (a) is commenced within 12 months of the Settlement Date;
 - (b) continually progresses in a timely manner;
 - (c) is not delayed unless there is a reasonable cause for the delay; and
 - (d) is in accordance with the Development Approval, Design Guidelines and the terms of any approval granted by the DAP.
- 6.2 The Land must be kept clean, tidy and secure until the construction of the dwelling, landscaping and fencing is completed.

7. BUILDING CRITERIA

- 7.1 Works must comply with the following building criteria:
- (a) only single residential houses may be constructed with a minimum of 150 sqm internal area (excluding decks, pergolas, porches) including a double lockup garage;
 - (b) each house may have its external walls made of clay brick, painted concrete render or timber.
 - (c) each house must have a double lock up garage integrated with the house in the same materials and colour scheme as the house;
 - (d) roofs must have a minimum pitch of 20 degrees and be made of non-reflective concrete or terracotta tile or colourbond materials;
 - (e) all lots must be fully landscaped prior to occupation;



- (f) driveways are to be exposed aggregate or stamped/stencilled concrete or pavers;
- (g) excavation is to be kept to a minimum and no fill is to be placed on any site;
- (h) no second hand materials, relocated houses, caravans or temporary residences shall be placed on the Land;
- (i) antennae, satellite dishes and aerials are to be hidden where possible and located to the back of the house;
- (j) no incinerators shall be erected, placed or operated on the Land; and
- (k) air conditioners are to be hidden from view from the street.

8. DIVIDING FENCES

- 8.1 The Buyer shall not make any claim against the Developer for the contribution towards the cost of any fencing and indemnifies the Developer in respect of any claim relating to the fencing of the Land.

9. LANDSCAPING

- 9.1 Any landscaping to be undertaken on the Land must be submitted to the DAP for approval prior to the commencement of Building Works.
- 9.2 No trees are to be removed without the written consent of the DAP.

10. ANIMALS

- 10.1 The only animals that may be kept on the Land are domestic pets, with no more than 2 of any one kind of animal to be kept.
- 10.2 The Buyer must comply with all Local Government rules in relation to the keeping of animals.

11. GENERAL

- 11.1 These Estate Covenants may be waived or amended by the Seller or the DAP at any time in its absolute discretion.
- 11.2 No "for sale" sign may be exhibited on the Land at any time without the prior written consent of the Seller until the Seller has settled the sales of all the lots in the Estate. Any such signs will be forfeited to the Seller and the Seller is authorised to enter the Land and remove such signs.
- 11.3 If any requirement, covenant or condition contained in the Design Guidelines is or becomes invalid or unenforceable for any reason, the Seller reserves the right to amend the relevant requirement, covenant or condition and the Buyer agrees to be bound by the amended requirement, covenant or condition. The remaining requirements, covenants or conditions will continue to apply and be valid and enforceable to the fullest extent permitted by law.
- 11.4 The Buyer covenants with the Seller not to sell, transfer, assign or otherwise dispose of the Land without first delivering to the Seller a deed given by the transferee or dispone in favour of the Seller containing covenants on the same terms as these covenants which deed shall bind subsequent owners and require them to obtain a similar deed.

