

Annexure D - Residential Building Design Guidelines

The Buyer acknowledges that Eagle Heights Estate is being developed with a high standard of lifestyle in mind. It is the Seller's goal to create a residential community comprising quality housing. In the interests of all Buyers it is necessary that the Seller exercises a reasonable level of control as to the design of Buildings. These controls are contained in these Residential Building Design Guidelines (the Guidelines) which form part of the Contract of Sale. The Buyer acknowledges that to ignore or avoid adherence to the Guidelines will cause material loss and damage to the Seller and to other Buyers. In consideration of the above, the Seller agrees to sell and the Buyer agrees to buy on the terms set out as follows:

1. The Approval Process

- 1.1 The Buyer must obtain a written approval (Design Approval) from the Seller for all proposed building Works on the Land prior to submitting an application to the Toowoomba Coast Regional Council (the Council) or a private certifier for building approval (Building Approval).
- 1.2 In order to seek Design Approval, the Buyer will submit the following details (the Design) to the Seller:
 - (a) one (1) copy of the sketch drawings at a scale of 1:100 on A3 sheets comprising:
 - Site Plan (showing contours and where your house is positioned on the Lot);
 - Floor plan (showing all rooms with dimensions);
 - Elevations (including front, rear and both side elevations) and indicating present ground level;
 - (b) An area schedule showing the floor space of the house, garages, verandas and pergolas and any other structure; and
 - (c) Preliminary materials and colour schedule.
 - (d) In the case of a genuine Queenslander proposed to be brought onto the block, an artist's impression of the completed building.
- 1.3 Following the Seller's consideration of the Design, the Seller will by writing either:
 - (a) Advise the Buyer that the design is acceptable.
 - (b) Advise the Buyer that the design is not acceptable and the items which require amendment. If needed a meeting may be arranged to discuss the plans.
- 1.4 After the Seller grants Design Approval, the Buyer may proceed to lodge the application to the Council or a private certifier for Building Approval.
- 1.5 The Buyer must obtain Building Approval of the Design approved by the Seller before commencing any building work on the Land.
- 1.6 If the Building Approval is granted with any design differences to the Design approved by the Seller, the Buyer must seek the Seller's approval to those differences prior to the commencement of any construction.
- 1.7 All building work will be undertaken in accordance with the Design and the Building Approval.
- 1.8 Notwithstanding the Guidelines, the Seller reserves the right to approve any Design which does not comply with these requirements but in the sole discretion of the Seller is consistent with the overall objectives of the Guidelines. The Buyer will make no objection or claim in respect of such approval.
- 1.9 The term "building works" means building, altering or under-pinning work as regulated under the Standard Building Regulation 1993. The term also includes any excavating or filling activities.

All relevant documents will be submitted to the Seller required for the approval process to the Seller at:

Wise Corporation Australia Pty Limited 072 075 266 atf the Wise Corporation Australia Unit Trust
12/475 Scottsdale Drive Varsity Lakes QLD 4227

Email, C/of: craig.adams@caconstructionmanagement.com.au

2. Design for Retention of Views and Privacy

- 2.1 Buildings should be designed and sited to minimize overshadowing and overlooking of adjoining buildings.
- 2.2 The building set back from the boundaries is to be in accordance with the Queensland Development Code, however the preference is for the setback to be 15m from the front boundary.
- 2.3 The Design must adequately deal with the privacy and view lines of adjoining properties by:
 - (a) Offsetting Windows as far as possible;
 - (b) Achieving Spatial separation as far as possible; and
 - (c) Including screening devices (e.g. blinds, shutters, screen planting etc).

3. Building Requirements and Materials

- 3.1 Buildings will address the street by having a reasonable proportion of bedroom or living room windows facing the street.
- 3.2 Carports and garages will be designed to be integrated with the house design using the same materials and building form as the house.
- 3.3 The preferred major roof and wall colours are to be light, natural and integrated environmentally. These colours are to reflect the colours of the landscape and surrounding environment.
- 3.4 All materials will be new unless the Developer approves the use of any recycled material. the Developer will favourably consider approving any recycled materials provided this is consistent with the overall objects of the Guidelines.
- 3.5 The materials of the surface area of all external walls are to be one or a combination of the following:
 - (a) Brick, Stonework or Masonry;
 - (b) Timber such as painted or stained weatherboard; and
 - (c) Corrugated pre-finished and coloured metal sheeting.
- 3.6 Roofing materials are not to be highly reflective and will be limited to the corrugated prefinished and coloured metal sheets.
- 3.7 All dwellings require a rainwater tank to be installed, of a minimum 5000 litres, and connected to comply with Council requirements.

4. Roof Design and Pitch

- 4.1 The form and design of roofs are to have a residential character, complement the design of the house and have;
 - (a) A minimum roof pitch of 12 degrees;
 - (b) An eave width of 600 mm; and
 - (c) Under eave extensions should be no more than four (4) metres width from the house.

5. Verandah/Balcony

All verandah's and balconies are to be supported by metal, masonry or timber and will be below the main roof or form part of the main roof.

6. Driveways

One driveway will be permitted provided the driveway does not exceed five (5) metres in width. The driveway will be constructed of compacted road base, exposed aggregate, bitumen or plain

concrete. The crossover and driveway are to be constructed concurrently with the dwelling and is to be in accordance with the Toowoomba Regional Council standard drawing 18389-001/B.

7. Outdoor Structures

- 7.1 External sheds greater than 10m² in size are to be Council approved prior to construction.
- 7.2 Any Sheds must be constructed with corrugated pre-finished metal cladding or similar proprietary cladding;
- 7.3 Any sheds must not be highly reflective;
- 7.4 Any sheds must have visual amenity from the street and comply with building setbacks to both the boundary and the new dwelling;

8. Home Size

Homes must have a minimum nett living area of one hundred and seventy square metres (170m²) including the garage and covered verandah's.

9. Second Hand Dwelling

The Buyer will not erect, bring upon or permit to remain upon the property any building previously erected on other land without the written approval of the Seller.

- (a) The only building previously erected on other land which the Seller will consider approving is a genuine Queenslander which is to be restored within 12 months of its initial siting on the land.
- (b) As a condition of any such approval, the Buyer will be obliged to display an artists impression of the completed building at the entrance to the property that can be easily read from the road.

10. Signage

The Buyer will not erect or permit to be erected on the property any more than one For Sale sign or any advertisement, sign or hoarding or similar structure without the prior written consent of the Seller. Any sign advertisement or hoarding or other structure placed on the property without such consent may be removed by the Seller and the Buyer consents to entry by the Seller onto the property for that purpose.

11. Fences

Notwithstanding anything in the Dividing Fences Act 1953 to the contrary, the Seller will not be bound, and the Buyer will not make any claim against the Seller to contribute to the construction of any dividing fence between the property hereby sold and any adjoining land owned by the Seller.

- 11.1 If a fence is installed by the Owners, it is required to be timber, concrete or square painted steel posts with mesh screening. "Star pickets" are not acceptable.

12. Landscaping

- 12.1 All front yard landscaping will be completed within twelve (12) months of the completion of the Building Works.
- 12.2 Where building works impact the lot and strip the topsoil, the area disturbed is to be turf seeded.
- 12.3 The perimeter of the house, for a width of 6m, is to be turfed, where pathways or other landscape features are not constructed.

13. On Site Sewer Management System (OSSM)

New dwellings are to have the sewer connected to OSSM. When sizing the tank required for the dwelling, you will be required to arrange a sewer design to be completed and this must not impact another adjacent property.

14. Clotheslines

Any clotheslines will be situated so as not to be visible from the road adjacent to the Land.

15. Construction timetable

The buyer will ensure the buildings are completed:

- (a) In the case of a new dwelling, eighteen (18) months from the date of commencement of construction; and,
- (b) In the case of a second-hand dwelling, external completion within nine (9) months of the date of commencement of construction, which must be within 30 days of the siting of the house on the land.

16. Visual Amenity of Vacant Land and Land with Partially Built Housing

The buyer must at all times keep the land in a neat and tidy condition, whether it is vacant or with partially constructed buildings on the land. The land must be maintained to the satisfaction of the Seller, including all ground surface, fences, outbuildings and partially constructed dwellings.

The Buyer agrees that if the lot is not maintained to the Sellers' satisfaction, the Buyer consents to entry by the Seller onto the property for the purpose of rectifying the visual amenity.

17. Transfer of Rights and Obligations

If the Buyer proposes to transfer the Land to a subsequent buyer the Buyer must first deliver to the Developer a deed in favour of the Developer and the Seller signed by the person acquiring the Land agreeing to be bound by the terms of this Design Guideline. The Deed must be a document containing the entire clause of this Design Guideline and must include a requirement that each subsequent acquirer of the Land obtain a further deed on these terms.

18. Failure to Comply

To avoid doubt if the Buyer does not or does not intend to comply with the Guidelines then:

- (a) The Seller may seek an injunction from a court to prevent such breach or intended breach and associated relief.
- (b) The Seller may sue the Buyer for damages.

19. Sunset Clause

The rights and obligations of the Seller under the Guidelines will cease from a date 5 years after a dwelling approved by the Seller has been completed on the last vacant allotment in the Eagle Heights Estate.

20. Property Law Act 1974

It is acknowledged and agreed by the Seller and Buyer that it is not the intention by virtue of these covenants to create any legal duty enforceable by a third party pursuant to Section 55 of the Property Law Act 1974. These covenants will bind the Buyer, his executors, administrators, personal representatives, successors and assigns.

