

ANNEXURE "C"
BIG SKY ESTATE – COVENANT
(also refer to attached Architectural Dwelling Code Summary)



The particular Covenants by such Purchaser in relation to the land purchased and any improvements are as follows:

A. BUILDING COVENANTS TO BE COMPLIED WITH BY THE PURCHASER

1. General

- 1.1 Only a single unit private dwelling house for residential purposes may be erected on the property together with at least a double lock-up garage for all lots except ones designated in a Contract of Sale as attached housing (terrace) or duplex.
- 1.2 No building or excavation shall be commenced unless the working drawings submitted to the Vendor have been approved by it in writing and a building permit has been issued by the Gold Coast City Council / private certifier.

2. Earthworks

- 2.1 No soil or gravel shall be removed from or placed upon the property except by way of excavation in accordance with the approved working drawings.
- 2.2 Any change in ground level necessary to construct dwellings shall be absorbed within the building footprint. This is, no retaining walls are permitted within allotments outside of the building footprint.
- 2.3 All batters within individual allotments, particularly batters located along lot frontages, shall be suitably landscaped (no retaining walls are permitted)

3. Materials and Finishes

- 3.1 The application of a complementary palette of materials and colours in the streetscape will help to establish character and contribute to the Big Sky design vision.
The following combination of materials and finishes will help to achieve consistency in the appearance of homes in the streetscape and are to be incorporated into the design of your house.
- 3.2 Roofs must be Colorbond Custom-Orb (or equivalent) roof sheeting.
- 3.3 Major walls and vertical surfaces must be rendered/bagged, painted masonry walls, rendered and texture painted FC cladding (e.g Harditex)
- 3.4 No external features, colours or finishes shall be used other than as indicated in the approved working drawings.
- 3.5 No second hand materials are to be used in the construction of the dwelling.
- 3.6 Front paths, decks and patios must be concrete slab finishes with tiles or pavers, stained hardwood shot-edge decking, stenciled concrete, Exposed Aggregate concrete. Highly reflective materials such as Zinalume, galvanized metal and unfinished materials such as plain concrete are not permitted.
- 3.7 Garage doors must be natural stained timber or pre-finished metal (e.g Colorbond)
- 3.8 Minor feature walls shall be rendered and texture painted FC cladding (e.g Harditex or CMX), face brick, stone cladding, other proprietary lightweight cladding system or material may be considered on merit. Minor feature walls are to comprise less than 20% of the total wall area of the house. To add visual interest to the appearance of your house, incorporation of natural materials is encouraged. These may include: stained timber cladding, dressed and stained timber featured or stone cladding.

4. Vehicle Parking

- 4.1 The parking of one boat or caravan is permitted on the property within an enclosure which is suitably screened from public view.
- 4.2 All commercial vehicles, including utility trucks, are to be accommodated within the garage and not parked in the public view.

5. Ancillary Structures

- 5.1 Ancillary structures including carports, gatehouses, garden sheds, gazebos, cabanas, swimming pools, and cubby houses may be permitted and shall:
 - a) be indicated on the working drawings and approved in writing by the Vendor prior to construction.
 - b) be designed in conformity with the materials and colours of the dwelling house.
- 5.2 Ancillary fixed structures such as TV antennae, satellite dishes, hot water systems, air-conditioning units, rainwater tanks, clotheslines etc are to be located away from any street frontage and screened from public view. Where ancillary structures are required to be screened, the proposed screening method is to be submitted for approval.

6. Fencing

- 6.1 All fencing shall:
 - a) be indicated on the working drawings and approved in writing by the Vendor prior to construction.
 - b) not exceed 1.83 meters in height from natural ground or otherwise specified in the big Sky development approval or the Contract of Sale.
 - c) be in conformity with the materials of the dwelling house.
 - d) be in accordance with the Architectural Dwelling Code Summary – Big Sky Coomera and Gold Coast City Council requirements including setback and pool fencing regulations.
 - e) be one of the following types subject always to the Contract of Sale:

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Solid Fencing – which must be of natural stone, face brickwork, bagged and painted brickwork or rendered brickwork or blockwork with an approved applied finish.

Composite Fencing – which must be constructed of masonry piers (either of natural stone, face brickwork or rendered brickwork or blockwork with an approved applied finish) with infill panels of precast concrete, (either painted or with applied finish) or metal panels.

Metal – Colorbond to 1800 mm high – rear and partial side boundaries only.

Other fencing – subject to the written approval of the vendor.

- 6.2** Where proposed, front fencing shall be constructed of rendered and painted masonry piers (minimum plan dimension 300mmx300mm) at maximum 2.4 metres; centres with infill of rendered masonry to the base of: pre-finished metal tubes (e.g pool fence), rendered or painted FC sheeting, dressed and painted or oiled natural timber battens/boards with a maximum board size of 100mm.
- 6.3** Fences between dedicated open space and private land:
- a) shall be constructed at the interface of common boundaries
 - b) shall be of an open style / transparent fence i.e "Pool" fencing
- 6.4** Gates and other elements contained in a front fence will feature similar materials, configuration and quality to that of the fence they are contained in.
- 6.5** Noise Attenuation / fencing Issues
- a) All dwellings adjoining Finnegan Way and Celestial Way are to be constructed to comply with the requirements of AS/NZS 2107 2000 (Acoustics – Recommended design sound levels and reverberation times for building interiors) and AS 3671-1989 (acoustics Road Traffic Noise Intrusion – Building Siting and Construction
 - b) Finnegan Way / Celestial Way fencing – no solid fencing is permitted unless justified by an acoustic engineer and approved by GCCC.
- 6.6** Other fencing requirements include;
- a) All other fenced boundaries should be to a maximum of 1800mm high to ensure privacy. Side and rear fences are to "good neighbour fence" or present same appearance from both sides. Where existing vegetation occurs along boundaries fencing solutions must be designed to incorporate and protect these trees.
 - b) Where no front fencing is proposed, side or rear boundary fences are to be finished one meter behind the adjacent enclosed building line.
 - c) All fences are to be entirely completed within 30 days from practical completion of dwelling.
- 7. Water Tanks**
- 7.1** A water tank is to be installed for each residential lot created, in accordance with the following Gold Coast City Council requirements and the Queensland Development Code;
- a) Installation, maintenance, siting and setbacks are to be in accordance with the requirements contained in Council's 'Interim Rainwater Tank Guidelines – August 2005' or as amended.
 - b) A Plumbing and Drainage Compliance Permit is to be obtained prior to any commencement of plumbing and Drainage Works.
 - c) Provision for a storm water connection point for the overflow from the rainwater tank shall be made in accordance with the Land Development Guidelines 2005 or as amended.
 - d) The rainwater tank system shall be maintained by the owner in accordance with all relevant statutory requirements, including applicable local laws.
 - e) Rainwater tanks shall not be located within designated private open space areas
- 8. Driveway Access over Storm water Treatment swales**
- 8.1** Affected lots are located along the Azure Way frontage of Stage 1 Lots 101 to 105 and Stage 2 Lots 201 to 208 - design of the driveways will need to consider these swales.
- 9. Dual Water Reticulation**
- 9.1** Dual water reticulation requirements apply as per facts sheets in the Contract of Sale.
- 10. Natural Gas & Telstra Velocity**
- 10.1** Natural Gas - all dwellings shall contain Natural Gas Hot Water and cooking appliances.
- 10.2** Telstra Velocity – Big Sky is a Telstra Velocity Estate. Smart wiring of homes is encouraged within the estate to take full advantage of the benefits of this infrastructure. Further details can be obtained within the Telstra – Point of Sales Brochure – What is Telstra Smart community or the website www.telstrasmartcommunity.com.au

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11. House Design

- 11.1** All designs shall comply with the design requirements contained within the Contract of Sale and current Gold Coast City Council requirements generally for the project. All homes shall be designed generally in accordance with the attached Architectural Dwelling Code Summary – Big Sky Coomera.
- 11.2** All homes are to have a defined entry when viewed from the street. A house entry can be defined by incorporating entry features such as an entry portico, roof with prominent vertical supporting elements or other substantial entry statement.
- a) The defined entry must incorporate the front entry door suite which shall be one or a combination of the following: double front entry doors, single front entry door with sidelight/s and highlight where practicable, doors leaf and frame are to be of contemporary design.
 - b) Letterboxes are to be constructed of a material and in a manner which complies with Australia Post preferred standards and to match the style, colour and material of the dwelling. The letterbox is to be made of corrosion resistant metal encased in a rendered and painted masonry structure (900 high maximum) and incorporating the street number using a clear and legible type face.
 - c) A double lockup garage (maximum 7 metres wide) is to be provided for each detached dwelling house
 - d) The colour, design and detailing of garages are to complement the main house. In order to avoid garages dominating the streetscape, garages or carports are to be setback behind the main building line.
 - e) Roof forms are a strong house character statement. As such should be complementary and consistent with the house architectural expression. Proposed roof designs include hip, gable or skillion styles, curved or combinations will be considered on merit. If hip and gables roofs, they must have a pitched form and incorporate a minimum of 600mm wide. All roofs must be 1 meter wide eave to front and eaves to sides and rear.
 - f) Only one full width driveway is permitted for each lot – except duplex lots. For lots with dual road frontage – vehicular access shall be from the laneway as per the Contract of Sale. Where a dedicated access has been provided for a lot, the house must be sited to use the dedicated access accordingly. Driveways shall be exposed aggregate concrete or have a concrete slab base and finished with one of the either trafficable terracotta/ceramic tile, clay/concrete pavers or stenciled concrete.

12. Design and Siting

- 12.1** Houses should exhibit a contemporary and unique urban character that is complementary to the surrounding environment and sustainable in its design.
- 12.2** Historical house design styles (literal or interpreted) such as, Colonial, Classical, Federation, Georgian and Tuscan are not consistent with the Big Sky Vision and will not be approved.
- 12.3** The minimum living area of house including double lock-up garage and excluding any attached or connecting breezeways is 175 square metres.
- 12.4** The maximum floor area of the house shall not exceed that as prescribed by the Queensland Standard Building Regulation (site coverage provision).
- 12.5** An appropriately sited house should be energy efficient, comfortable to live in year round, and allow you to take advantage of views and prevailing breezes. When siting your house, the following should be considered: Potential views and sight lines, prevailing breezes, solar orientation, relationship to neighbouring houses, potential noise sources, visually concealed areas.
- 12.6** House Address & Garage Access – Dual Road Frontage Lots
All Dwellings on the estate must address the pedestrian street frontage – garages generally located off Laneway – secondary road frontage.

13. Building Design Requirements

- 13.1** Building design requirements are specified under the Gold Coast City Council planning scheme and other requirements or relevant authorities. Architectural Dwelling Code Summary – Big Sky Coomera is attached to assist.

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B. PLAN APPROVAL OBLIGATIONS

14. Concept Plans to be first approved

- 14.1** Prior to applying for a Building permit from the Gold Coast City Council and the commencement of any works upon the property showing the proposals for the following:
- a) the location and setback of the dwelling and all other structures on the property.
 - b) the extent of excavation and fill for the property.
 - c) the internal layout of the dwelling including floor levels and area of all buildings forming part of the dwelling.
 - d) the type of building materials proposed for the dwelling and all other structure.
 - e) the nature and location of a driveway from the street to the garage, and the nature and location of a path to the front and back doors of the dwelling.
 - f) all fencing and gates to be constructed on the property specifying materials to be used and finished colour.
 - g) the landscaping materials and layout of the property proposed to be used.
- 14.2** The concept plans must provide for and comply with all the General Building Covenants, Architectural Dwelling Code Summary – Big Sky Coomera and requirements contained in the Contract of Sale and any noncompliance must be specifically noted therein.
- 14.3** Within 14 days of receipt of the concept plans the Vendor shall advise the purchaser whether it approves of the intended development and if it disapproves the area in which it requires alterations to be made in order to comply with the General Building Covenants or other specific requirements contained in the Contract of Sale. The Vendor's approval shall not operate to waive compliance with the General Building covenants for any non-compliance not specifically noted on the concept plans by the Purchaser. The Vendor may also indicate to the Purchaser matters which the Vendor considers may enhance the development of the property or its neighborhood.

15. Working Drawings to be approved

- 15.1** After the concept plans have been approved and before the Purchaser applies for a building permit from the Gold Coast City Council for the construction of the residence, the Purchaser shall submit to the Vendor for its approval all working drawings and specifications relating to the development of the property which shall comply with the concept plans previously approved by the Vendor.
- 15.2** The Vendor shall advise its approval of the working drawings within 14 days of receipt thereof or require that the Purchaser amend them to comply with the General Building Covenants, the Contract of Sale and the approved concept plan and shall indicate its approval in no less than 7 days of being advised any required amendments have been made.

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C. CONSTRUCTION OBLIGATIONS

16. General

- 16.1** No temporary partial or relocated structures shall be erected unless for use in connection with the building of the residence.
- 16.2** Access to construction sites – No temporary or permanent access shall be permitted off Finnegan Way and Celestial Way.
- 16.3** The Building time of the residence shall not exceed (12) months from commencement of work and no building works will be left uncompleted for a period longer than three (3) months.
- 16.4** The Purchaser warrants that he shall not occupy the dwelling house until the dwelling house has been approved and completed and a final certificate has been issued by the Gold Coast City Council and a copy is available to the Vendor.

17. Landscaping

- 17.1** The buyer is required to complete landscaping work within (1) month of completion of the dwelling. The provision of landscaping to enhance outdoor living, privacy screening and visual aesthetic of your garden is encouraged. A substantial quantity of shrubs and trees and is required. Good quality turf is to be laid including the adjoining footpath.

18. Retaining Walls

- 18.1** Retaining walls shall be erected immediately after the site works have been completed.
- 18.2** All improvements on the property shall be effected only in accordance with work drawings duly approved by the Vendor in writing.
- 18.3** All retaining walls are to be constructed with either of the following materials:
- a) natural stone, face brickwork, bagged and painted brickwork or rendered brickwork or blockwork with an approved applied finish.
 - b) Masonry piers (either of natural stone, face brickwork, or rendered brickwork or blockwork with a approved applied finish) with infill panels of precast concrete, either painted or with applied finish or metal panels.
 - c) other materials with the written approval of the Vendor.

19. Maintenance of Land

- 19.1** The property shall be kept in a neat and tidy condition and maintained free of weeds and rubbish before, during and after construction works. No excavation material, trees, rubbish, builders waste, or other substances whatsoever shall be deposited on adjoining properties or road reserves
- 19.2** The purchaser covenants with the Vendor to:
- a) slash the growth of vegetation to a height of 100mm.
 - b) clear the land once every two (2) months or more frequently as required to maintain tidy presentation of Big Sky Estate and until such time as building works are completed.
 - c) No vehicular/construction access shall be undertaken off Finnegan Way and Celestial Way
- 19.3** In the event of the purchaser not slashing the land as aforesaid or when requested by the Vendor, the Vendor may employ a contractor to carry out the slashing and cleaning and the Purchaser shall pay the Vendor for all the costs incurred by the Vendor relating thereto.
- 19.4** If the Purchaser or any of the Purchaser's employees, agents or independent contractors damage any of the trees on the estate, the Purchaser is obliged to repair or where necessary, replace those trees with trees of the same size, species and quality.
- 19.5** The parties hereto agree that only one (1) For Sale sign shall be erected on the subject land or property.

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D. PURCHASERS ACKNOWLEDGMENTS

20.1 The Vendor reserves the right at the request of the Purchaser or at its own instigation to vary or exclude any of the obligations under these Covenants provided that such action will only be taken in keeping with its aim to establish a modern, well designed, residential estate. The Vendor acknowledges that should new products be aesthetically acceptable and consistent with the aims of the community in its opinion, they will be acceptable to it. The Vendor is not obliged (to the Purchaser) to enforce any similar Covenant that may be obtained from another purchaser

20.2 The Purchaser grants the Vendor the right to remedy any breaches of these Covenants and authorises the Vendor to enter onto the land to remove any structure or article or animal contravening these Covenants or to perform any other works necessary to comply with these Covenants and agrees to pay the cost of any works so carried out including any costs or storage or disposal.

21. Animals

21.1 No animals, livestock or poultry shall be brought onto, raised, bred or kept on the land excepting cats and dogs as per the standard number permitted under the Gold Coast City Council By-Laws.

22. INCONSISTENCY

22.1 If there is any inconsistency then in order of priority, the Contract of Sale, these Covenants and the Architectural Dwelling Code Summary will prevail in that order.

FOR AND ON BEHALF OF DRIFTSAIL PTY. LTD.

Vendor

Witness

Purchaser

Witness

Purchaser

Witness