

**RIVERDOWNS ESTATE
Expression of Interest**

Agent(s):
.....
.....

Buyer(s) Name(s):.....

Address:.....

Phone: **Facsimile:**.....

How the Buyer
Heard about the
Project

Property Proposed lot..... as identified on the Plan attached
to this Expression
of Interest

Purchase Price Total Price \$.....(including any GST)

I/we will pay deposit of \$1000 by Cash, Cheque or Bank Transfer

* By Bank Guarantee



RIVERDOWNS ESTATE
HINCHINBROOK

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Buyers Solicitor

Phone:..... Fax:.....

This is an expression of interest only. An REIQ Contract will be issued to the buyer on commencement of the subdivision works and the buyer then has 14 days to sign and return with the balance of 5% of the deposit.

Sellers Solicitor BUGDEN LAWYERS
PO Box 9170
Gold Coast MC QLD 9726
Phone: 07 55 520 600 Fax: 07 55 520 601

Other Comments
Or requests

.....
Include here details of any
Special Conditions
Requested by the Buyers

Signed of the buyer **Date**/...../.....

Please fax this directly to developer on 07 5580 1366

Medal Investments - P.O. Box 391 Oxenford Qld 4210



RIVERDOWNS ESTATE
HINCHINBROOK

RIVERDOWNS ESTATE BUILDING COVENANTS

1.00 EXPLANATION AND AIMS

1.01 GENERAL

The Buyer acknowledges that the land purchased forms part of a planned residential rural development. These covenants are designed to achieve the following: -

- (a) To promote a high standard of design and construction; and
- (b) To maintain and protect the value of residential dwellings therein; and
- (c) To retain the physical nature of the environment and encourage visual amenity by requiring top quality site landscaping by the Purchaser.

1.02 OCCUPATION

No residential occupation of the dwelling shall take place until the dwelling house; fences and landscaping have a Signed Final Approval obtained from the Hinchinbrook Shire Council.

1.03 FUTURE SALE

The Buyer shall on the future sale of the land include these covenants as a condition to be met by the subsequent buyer.

1.04 BUYER BOUND BY COVENANTS

The Buyer acknowledges that these covenants will form a legal and binding part of the contract of sale for the land.

1.05 BREACH OF COVENANTS

The Buyer acknowledges that the Seller may enforce its right against him, his agents, servants, contractors or workmen under this or any other Clause in the contract of sale by way of an injunction issued by the Supreme Court of Queensland or other Court of Competent jurisdiction on the application of the Seller in respect of any breach thereof or any attempt so to do by the Buyer, his agent, servant, contractor or workman.

1.06 REZONING

The Buyer further covenants and agrees with the Seller that neither the Buyer nor any successor or successors in title of the Buyer shall object to or appeal against any application to zone or rezone or for consent use under the town planning scheme for Hinchinbrook Shire Council by the Seller to the local authority or the relevant Minister in respect of the Estate or any part of them from time to time owned by the Seller.

2.00 GENERAL COVENANTS

2.01 COVENANT ONGOING

The requirements of the Covenant apply to the on selling of the property and all buyers are bound by this Covenant.

2.02 RIGHT TO VARY COVENANT

The Seller shall have the right in any other sale and from time to time to vary the Covenants contained herein and in that event the Buyer shall have no claim whatsoever against the Seller.

2.03 SET BACKS

All set backs shall comply with Plan of Development as approved by the Hinchinbrook Shire Council.

2.04 MAXIMUM HEIGHT

The maximum height of any residence shall be two (2) storeys or limited to single storey height as indicated on Plan of Development.

3.00 BUILDINGS

3.01 FLOOR AREA

The total minimum floor area measured to the outside of all external walls exclusive of all soffits, entry porches, breezeways, roofed external living areas and garages shall be 130m2.

3.02 NEW MATERIALS

All structures shall be built from new building materials. No secondhand homes or sheds are permitted. New "transportable or modular " homes are permitted subject to clause 3.01.

3.03 ENVIRONMENTAL INCLUSIONS

Dwelling houses must be fitted with solar (or heat exchange) hot water system. Water storage of not less than 2000 litres shall be provided for external irrigation or laundry use.

3.04 SHEDS & OUTBUILDINGS

Any sheds, outbuildings , etc are not to be constructed unless in conjunction with a residence subject to clause 3.01. No residential occupation of outbuildings unless construction has commenced on a new residence or unless expressly approved by the developer.

THE BUYER ACKNOWLEDGES HAVING READ AND ACCEPTED THE ABOVE COVENENTS.

SIGNED BY THE BUYER :.....

DATE



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