



# NEW Kaleentha HEIGHTS

## NEW KALEENTHA HEIGHTS ESTATE COVENANT

The Purchaser acknowledges that the land purchased forms part of a residential development, the object of which is to establish a sound, modern and attractive residential area. In recognition of the desirability of this objective, the Purchaser agrees to be bound by the following Covenants and will not sell, transfer or otherwise dispose of the land purchased without first delivering to the Vendor a deed of covenant given by such Purchaser, Transferee or Disposee in favour of the Vendor containing Covenants on the same terms as those set forth in this clause, including the obligation to obtain such a Deed of Covenant from any further Purchaser, Transferee or Disposee. 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.
- 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 Gladstone City Council.

#### 2. Dwelling Size

- 2.1 The minimum living area of house including double lock-up garage and excluding any attached or connecting breezeways is 200m<sup>2</sup>.

#### 3. Earthworks

- 3.1 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.
- 3.2 Any excavation or fill that alters the present topography of the said land by greater than one (1) metre must be secured with a retaining wall and form part of the working drawings approved by the Vendor.

#### 4. Materials and Finishes

- 4.1 External walls shall be primarily of natural stone, face brickwork, bagged and painted brickwork or rendered brickwork or blockwork with an approved applied finish either as veneer, solid or cavity construction or timber with a finish acceptable to the vendor.
- 4.2 Roofing must be tile, slate or of a coloured non-reflective material.
- 4.3 No external features, colours or finishes shall be used other than as indicated in the approved working drawings.
- 4.4 No second hand materials are to be used in the construction of the dwelling.

#### 5. Vehicle Parking

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

#### 6. Ancillary Structure

- 6.1 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.

### 7. Fencing

#### 7.1 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 metres in height from natural ground.
- c) Be in conformity with the materials of the dwelling house.
- d) Be in accordance with the Gladstone City Council setback and pool fencing regulations.
- e) Be of one of the following types:
  - 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.

Colourbond or Timber Fencing.

Other Fencing – to the written approval of the vendor.

### B. PLAN APPROVAL OBLIGATIONS

#### 8. Concept Plans to be first approved

- 8.1 Prior to applying for a Building permit from the Gladstone City Council and the commencement of any works upon the property plans are to be submitted to the vendor 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.
- 8.2 The concept plans must provide for and comply with all the General Building Covenants and requirements contained in the Contract and any noncompliance must be specifically noted therein.
- 8.3 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 this contract. 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 neighbourhood.



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**9. Working Drawings to be approved**

- 9.1 After the concept plans have been approved and before the Purchaser applies for a building permit from the Gladstone 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.
- 9.2 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 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.

**C. CONSTRUCTION OBLIGATIONS**

**10. General**

- 10.1 No temporary, partial or relocated structures shall be erected unless for use in connection with the building of the residence.
- 10.2 The Building time of the residence shall not exceed twelve (12) months from commencement of work and no building works will be left uncompleted for a period longer than three (3) months.
- 10.3 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 Gladstone City Council and a copy is available to the Vendor.

**11. Landscaping**

- 11.1 The Purchaser covenants that within one (1) month of the completion of a dwelling on the land he will:
  - a) Construct the driveway from the curb to the garage in an approved finish.
  - b) Plant a substantial quantity of shrubs and trees.
  - c) Lay good quality turf between the house and the adjoining footpath.

**12. Retaining Walls**

- 12.1 Retaining walls shall be erected immediately after the site works have been completed.
- 12.2 All improvements on the property shall be effected only in accordance with working drawings duly approved by the Vendor in writing.
- 12.3 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 an approved applied finish) with infills panels of precast concrete, either painted or with applied finish or metal panels.
  - c) Other materials with the written approval of the vendor.

**13. Maintenance of Land**

- 13.1 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, builder's waste, or other substances whatsoever shall be deposited on adjoining properties.
- 13.2 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 New Kaleentha Heights Estate and until such time

as building works are completed.

- 13.3 In the event of the purchaser not slashing the land as aforesaid or when requested by 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.
- 13.4 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.
- 13.5 The parties hereto agree that only one (1) For Sale sign shall be erected on the subject land or property.

**D. PURCHASERS ACKNOWLEDGMENTS**

- 14.1 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 aims 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.
- 14.2 The purchaser hereby absolves the Vendor from any variation of exclusion of any Covenant.
- 14.3 The purchaser grants the Vendor the right to remedy any breaches of these Covenants and authorizes 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.

**15. ANIMALS**

- 15.1 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 Gladstone City Council By-Laws.

**FOR AND ON BEHALF OF PEAKRIDE PTY. LTD**

Vendor \_\_\_\_\_

Witness \_\_\_\_\_

Purchaser \_\_\_\_\_

Witness \_\_\_\_\_