

Kennedy's Landing - Protective Covenants

1. Approvals

1. You shall not erect any Building or Landscape Feature, use any building plans, site plans, specifications (including exterior colour schemes), or fencing designs, which have not been approved by 25 KBR Limited prior to any site work or Building commencing.
2. All approvals or consents required by these Covenants shall be in writing from 25 KBR Limited, and shall be:
 - (a) Obtained by the Purchaser prior to any work being carried out on the Land; and
 - (b) Obtained by the purchaser before building consent is applied for; and
 - (c) Shall be given or refused in the sole, absolute and unfettered discretion of 25 KBR limited; and
 - (d) Subject to 25 KBR Limited reserving its right to approve requests for one party without creating any form of precedent for another party. Further, 25 KBR Limited may refuse an identical request from another party without having to give reasons.
3. When 25 KBR Limited exercises its discretion (as referred to in Clause 1.2 above), it may also take into account its own assessment of the effects on any land, building, the visual concept, or integrated appearance of all or any lots in the Subdivision.
4. Without limiting its discretion, 25 KBR Limited may refuse to approve some dwelling or alteration plans, in its sole opinion, have a shade or other detrimental or negative effect on other buildings or other land in the Subdivision, now or at a later date.

2. Building

The Purchaser covenants with the Vendor that the Purchaser **shall not:**

1. Permit the said land to allow any building on the land to be occupied as a residence prior to the dwelling being completed, and;
 - (a) Code of Compliance Certificate has been issued by CCC.
 - (b) The buildings has been completed in accordance with all the terms of these covenants and building guidelines (including the terms of any approval granted by 25 KBR Limited)
 - (c) Driveways, pathways, letterbox, landscaping and seeding of lawns, visible to the road frontage boundary.
2. Allow the land to be used for any form of temporary residential purposes wither by the construction of temporary Buildings or by the placement of caravans, huts and/or vehicles able to be used for human habitation.
3. Further subdivide or build more than one dwelling unit on any allotment without the prior written approval of the Vendor.
4. Use a roofing material on any building other than: Tiles, (including clay, ceramic, concrete, pre-coated or pressed steel), cedar, wooden shingles, slate, membrane, pre-painted long-run pressed steel, or approved by 25KBR Limited.
5. Use an exterior cladding material other than clay, brick, stained or painted weatherboard, concrete block masonry, natural stone, stucco/plaster, bag-wash, glazing, cedar or other suitable timber, wide tray pressed steel or any combination of the above.

6. Erect any building other than a dwelling house or ancillary buildings in accordance with plans (including site plan, landscape plan, letterbox and external colour scheme) that have been approved by 25 KBR Limited.
7. Erect a 2 storey dwelling house or ancillary building on any Lot other than Lot 10 and 12. (applicable to Stage One, further stages to be confirmed)
8. Use any second hand building materials on exterior walls, unless approved in writing by 25KBR.

3. Landscape features

The Purchaser covenants with the Vendor that the Purchaser **shall not**:

1. Construct a driveway of materials other than of coloured stamped/stencilled or exposed aggregate concrete, asphalt concrete, concrete pavers within 10m of the legal road frontage.
2. Allow any satellite dish, aerials, air conditioning units, gas cylinders, fuel tanks, meter box, solar panels, that would be reasonably visible from the road frontage or at the Vendors discretion.
3. Allow any advertisement, sign, or hoarding of any kind to be erected on any part of the land or building (except for compulsory statutory signage, real estate signage pending sale, and builders signage during construction and pending sale). The Vendor shall have the right to remove any sign which in their sole discretion is unacceptable without prior warning.
4. Permit any rubbish, including builders waste materials to accumulate or to be placed upon the land or adjoining land or permit grass or weeds to grow to a height exceeding 150mm, or is likely to become unsightly or a nuisance or annoyance to other occupiers in the Subdivision. The Vendor shall have the right to remove any building materials from the site or any adjoining site or to maintain the site in a reasonable condition, that in the sole discretion if left in their state, may be detrimental to the Subdivision with reasonable costs to be met by the Purchaser, payable on demand.
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4. Fencing

1. The purchaser shall **not** erect or permit a fence greater than 1.2m in height within 3m of the front legal road boundary, except for hedging or specimen trees, or be less than 50% transparent.
2. Front fencing greater than 1.2m height, and beyond 3m setback must have hedging or specimen trees planted between the road boundary and the fencing.
3. Maximum internal fencing height to be no greater than 1.8m
4. No fencing visible from the street, shall contain any cement board, sheets or corrugated iron or metal sheetings.

5. Site coverage

Without first receiving the Approval of 25 KBR Limited (*or unless expressly permitted by these Covenants in respect of a particular Lot*), the Purchaser shall **not**:

1. Construct or place or permit to be placed on the Land any Building (which is to be used as a residence) which has a floor area:
 - (a) less than 140sqm including garage on Lots less than 500sqm
 - (b) less than 160sqm including garage on Lots 500-600sqm
 - (c) less than 180sqm including garage on Lots 600-700sqm
 - (d) less than 200sqm including garage on Lots greater than 700sqm

6. General

Without first receiving approval of 25 KBR Limited [or unless expressly permitted by these covenants in respect of a particular Lot], the Purchaser shall not:

1. Cause any damage to landscaping, irrigation, berms and curbs contained within the legal road reserve either in front of or adjacent to the said Lot. Should damage occur, the Purchaser shall immediately repair such damage. If such damage is not immediately repaired, the Vendor shall have the right to rectify such damage with reasonable costs to be met by the Purchaser, payable on demand.
2. Remove or relocate from the Lot any fence, tree or shrub constructed, planted or installed by the Vendor that is within 3m of the road frontage without prior written consent of the Vendor.
3. Position boat, caravan, trailer or the like that is visible from the road.

7. Enforcement

1. If there is any breach or non-observance of any of the foregoing Covenants (and without prejudice to any other liability which the Purchaser may have to any other person having the benefit of these Covenants) the Purchaser in breach agrees to and shall, at their cost, (with respect to each individual breach):
 - (a) Upon written notice being given by the Vendor to the party in breach, pay to each such notice giver agreed liquidated damages in the sum of \$100.00 (One hundred dollars) per day for every day that such breach or non-observance continues after the date 30 days after the date upon which each written notice has been given; and
 - (b) Forthwith upon receipt of such notice to remove or cause to be removed from the land any Building, or other item erected on the Land in breach or in non-observance of the foregoing Covenants; and
 - (c) Forthwith upon receipt of any such notice to replace any such building materials or other non-forming item used in breach of non-observance of the foregoing Covenants with the approved materials; and
 - (d) Carry out such other remedial work specified in the notice and any other work so as to remedy such breach or non-performance of these Covenants.
2. The Vendor and the Purchaser agree that 25 KBR Limited does not have nor shall have any legal responsibility or liability for the enforcement, enforceability, applicability or lack of action with respect to enforcement or applicability to these Covenants. In addition, apart from the exercise of its discretion with respect to consents, approvals, or disapprovals of matters referred to in these Covenants. The Purchaser (being the registered proprietors of Lots within the Subdivision) jointly and severally also agrees to keep 25 KBR Limited indemnified, free and harmless of any claim, liability, loss or action arising against it in this regard.

8. These Covenant clauses shall expire and be of no further effect on 31st December 2040