

BUILDING COVENANTS – THE RIDGE

THE Purchaser acknowledges and agrees with Cabra Holdings Limited (hereinafter referred to as “Cabra”) that each lot in Cabra’s subdivision (“subdivision”) forms part of a development which is intended to be established as a modern and well designed subdivision and it is desirable that supervision and control be exercised by Cabra for the protection of and in the interests of all Purchasers in relation to the nature and type of construction to be permitted in the subdivision and the standard of surroundings being maintained. In recognition of these objects the Purchaser for his lot and for the benefit of all other residential lots comprised in the subdivision DOES HEREBY AGREE with Cabra and will covenant whether by deed, transfer or otherwise as required, with Cabra, or such other person or persons as are nominated by Cabra (including its successors in title) for the Purchaser and his executors, administrators, transferees, assigns and successors in title in relation to the lot purchased as follows:-

- (i) Not to erect any building other than one new residential dwelling house and associated ancillary buildings.
- (ii) Not to erect a dwelling house of a floor area less than:
 - (a) 140m² (exclusive of garaging carports and decking) on a site with an area of 600m² or less or
 - (b) 160m² (exclusive of garaging carports and decking) on a site with an area of greater than 600m².
- (iii) To construct any dwelling house with a minimum of 85% of the non-glazed exterior cladding of the dwelling consisting of any of the following materials: kiln fired or concrete brick, stucco textured finish, stone, vinyl, timber or solid weatherboard at least 16mm thick with a maximum finished width not exceeding 180mm, or any other exterior cladding material first approved by Cabra at its sole discretion. Any dwelling with an exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured at the time of construction in such a manner as to fully cover the base material. All exterior surfaces which are not pre-colour coated or finished shall be painted or stained prior to the dwelling being occupied. Where a residence has a basement, exposed subfloors, framing or decks, the exposed areas shall be underclad or sheath-lined out in permanent materials in conformity with the main parts of the residence.
- (iv) No part of any dwelling house or other structure (inclusive of garages, carports, decking, breezeways, entry porches or roof overhang) shall encroach upon or be erected within 3 metres of the front boundary.
- (v) Any dwelling house or garage wall with a primary facing street frontage must include at least one window or feature unless approved otherwise by Cabra at its sole discretion.
- (vi) The final colour of the exterior cladding of those areas of the dwelling house primarily facing all street frontages is to be of subdued or non-vibrant colours unless otherwise approved in writing by Cabra at its sole discretion.
- (vii) To construct a minimum of a double car garage which is to be attached to the dwelling house unless approved in writing by Cabra at its sole discretion. The garage must be constructed in the same architectural style with the same cladding materials as the dwelling house.
- (viii) All sheds or buildings other than the dwelling house must have their exterior cladding colours in keeping with the main dwelling house and must be erected in the rear yard unless approved in writing by Cabra at its sole discretion.
- (ix) Not to use any metal clad roof that has not been factory prepainted or any roofing material, which will create a glare offensive to adjoining property owners and not to use reflective surfaces or bright colour finishes on any exterior cladding or roofing on the dwelling house and any other buildings.
- (x) Not to erect any more than one dwelling house on the land, nor subdivide the land further unless approved in writing by Cabra at its sole discretion.
- (xi) Not to allow any buildings, structures or fencing to become dilapidated or to fall into disrepair and to maintain the grounds, landscaping and road berm adjoining the site in a neat and tidy condition.
- (xii) To complete any construction works (including exterior painting and decorating) within 12 months of commencement of excavation of the dwelling house site and further within that 12 month period construct in a proper and tradesmanlike manner a driveway, or vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving, or sealing. Lawns are to be laid, and landscaping undertaken and completed immediately following completion of the dwelling house taking into account the time of the year and weather conditions.
- (xiii) Not to bring on to or to allow to remain on the land (except during the time of construction of the dwelling house) or on any road of the subdivision any temporary building, garden shed, caravan, trade vehicle or other equipment or materials or machinery unless garaged or adequately screened so as not to be highly visible from the road and neighbouring properties, so as to preserve the amenities of the neighbourhood and also to prevent noise likely to cause offence to residents in the subdivision. No recreational or commercial vehicles or trailers are to be regularly located either on the street or footpath nor on that area between the front boundary of the land and the dwelling unless screened so as not to be highly visible from the road. No caravan or motorhome shall be placed on the said land to be used for residential use other than for short term occupation of visitors.
- (xiv) Not erect or permit to be erected any fence or boundary wall higher than 1.2 metres within five metres of any road boundary unless approved in writing by Cabra at its sole discretion.
- (xv) Not erect or permit to be erected any fence or boundary wall higher than 1.2 metres facing or on any road frontage boundary other than Gordonton Road unless approved in writing by Cabra at its sole discretion. Any such fence or wall shall be of good quality and design. As a general guideline:
 - (a) closed board fences are not permitted.
 - (b) stucco, brick, brick or stucco column with picket or wrought iron, picket fences, wrought iron fences, stone walls or live hedging, or timber trellis and any combination thereof are permitted.If a fence or wall does not fall within the guidelines then the written approval of Cabra to the design and materials shall be required which approval to be at Cabra’s sole discretion.
- (xvi) Not to allow to remain on any walls, fence, structure or building on the property any graffiti or similar disfiguring for more than five working days from the date that such graffiti or disfiguring occurred.
- (xvii) To site any clothesline so as to be screened from any street or common access lot.
- (xviii) To locate any attachments to the dwelling house and buildings (including but not necessarily limited to television antenna, satellite dishes and solar hot water panels) so they are not highly visible from the road or any common access lot.

- (xix) To ensure that a minimum of 5% of the net site area is developed with landscaped gardens and that a minimum of 5 trees or shrubs of at least 2m in height are included within the landscaped areas
- (xx) Not to undertake any construction works on the Covenanting Lot without at all times complying with the following conditions and restrictions:
 - (a) To keep the site in a tidy orderly and safe condition and free from rubbish and excessive vegetation throughout the construction period.
 - (b) Not store or dump any construction materials or debris on any adjoining lot or cross any adjoining lot for goods or vehicle access unless consent has been granted by Cabra in writing and the adjoining lot owner.
 - (c) Not allow major site works to commence unless a vehicle crossing and access drive for construction vehicles has been formed in metal aggregate or an alternative material as Cabra may approve in writing at its discretion.
 - (d) Not allow rubbish, sand, silt and other building materials to be placed or escape onto adjoining or nearby lots or roads.
 - (e) Not deposit or allow any dirt gravel clay or other substance to be left on any road in the vicinity of the site.
 - (f) To contain on the lot any silt generated during the construction of the dwelling house.
 - (g) To re-instate, replace or be responsible for all costs arising from damage to the landscaping, berms, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Purchaser's use of the land directly or indirectly through the Purchaser's actions or those of the Purchaser's agents employees or invitees.
 - (h) Not allow contractors and subcontractors to commence work on the site without first informing them of the restrictions created by these covenants and ensuring their compliance therewith.
- (xxi) In respect of any site having a frontage to Gordonton Road and Lots 116-128 (inclusive) and 134 not to:
 - (a) have or create vehicular access to the site directly from Gordonton Road or any road created in the future adjacent to the site.
 - (b) remove, damage or interfere with any acoustic fence on the site or any landscaping and planted areas within 2 metres of that fence and to maintain such acoustic fence and landscaping in good condition and replace any dead or dying shrub or tree forming part of the landscaping.
- (xxii) In respect of any stone wall erected on or near the boundary of any site:
 - (a) not to backfill against the stone wall or use it in any way as a retaining wall.
 - (b) not to damage, interfere with or grow any living plant on or over the stone wall.
- (xxiii) In respect of any common access lot in which the purchaser owns a share:
 - (c) use the access lot only as an access lot except for those areas on the access lot being parking bays and marked and identified as visitor carparks which may only be used for casual parking for visitors only.
 - (d) not place any building or structure on the access lot.
 - (e) not park or leave any vehicle or other thing on any part of the access lot so as to obstruct its use by any other person entitled to use the access lot, and not permit or suffer any servant, agent or visitor of the purchaser to do so.
 - (f) the purchaser shall bear the cost of maintaining the access lot in good order, repair and condition in equal shares in common with the registered proprietors who own an undivided share of the access lot provided that where the need to maintain or repair the access lot arise from any wilful or negligent act of a registered proprietor or authorised person of a registered proprietor then that registered proprietor shall bear the whole cost of such maintenance or repair.
- (xxiv) Where Cabra has been dissolved or wound up or otherwise passed out of existence, "approval by Cabra" shall mean approval by any party appointed and/or nominated by Cabra for this purpose.

These covenants (other than the covenant in clause (xxi) and (xxiii) which shall enure for all time) shall run with the land until the 1st January 2050 (at which time they shall expire and be of no further effect) and shall be at the discretion of Cabra incorporated in any Memorandum of Transfer to the Purchaser executed pursuant to an Agreement for Sale and Purchase or in the alternative the covenants may be added to the title to each lot by Cabra, prior to issue of title AND THE PURCHASER DOETH HEREBY COVENANT with Cabra that if the Purchaser shall transfer, assign or otherwise dispose of his interest in the land then he shall make such transfer, assignment or disposition subject to the provisions of the clause in the Agreement for Sale and Purchase and shall procure from the transferee or assignee a Deed of Covenant in favour of Cabra whereby such Purchaser or assignee undertakes to fulfil the Purchaser's obligations under the clause in the Agreement for Sale and Purchase.

The Purchaser covenants that the Purchaser will at all times be responsible for and keep Cabra indemnified from all proceedings, costs, claims and demands in respect of breaches by the Purchaser of any of the stipulations, restrictions and covenants contained in the preceding clauses.

If there should be 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 person having the benefit of this covenants, should the Purchaser not rectify the breach or non-observance of any of the foregoing covenants within 15 working days of written demand being made by Cabra or any of the registered proprietors of the Lots, then the Purchaser will:

- (a) pay to the person making such demands as liquidated damages the sum of \$200 per day for every day that such breach or non-observance continues after the date upon which written demand has been made together with any costs and expenses incurred by Cabra or any registered proprietor to remedy the breach or non-observance;
- (b) remove or cause to be removed from the land any dwelling house, garage, carport, building or other structure erected or placed on the land in breach of non-observance of the foregoing covenants;
- (c) replace any building materials used in breach or non-observance of the foregoing covenants.
- (d) cease any activity in breach of these covenants.