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# Headlands Estate

# COVENANT

Headlands Estate has its foundation built around Community, Connection and Environment. In order to create a connected community that cares about where they live, we have developed this Covenant to achieve that. However, we also want everyone who invests in Headlands Estate to obtain a good solid growth in their property values over time. Whilst we don't want to be too prescriptive as to what Buyers can or cannot build on their own land, we have outlined minimum standards that we expect everyone to adhere to.

### HOMEOWNERS TURTLE LIGHTING MANAGEMENT GUIDELINES

Along with this Covenant are the Homeowners Turtle Lighting Management Guidelines. This document forms part of the Contract of Sale and all Buyers must accept the specifications detailed therein and are required to sign the document by way of confirmation of that acceptance.

### BUILDING DESIGN AND CONSTRUCTION

The Buyer/s understand and accept the requirements and restrictions listed hereunder and undertakes to implement them;

- a. No dwelling is to be constructed on the lot with an area less than 200m2 under roof including garage.
- b. Dwellings shall be built to a high standard. Kit homes and removal homes are not permitted.
- c. All materials used for the dwelling, fencing and any other structure is to be of high quality.
- d. Regulation minimum building set back distances apply to all lots as per normal Council requirements.
- e. During construction on the lot, the Buyer's builder shall be instructed to use only Industry Standard Skip Bins and ensure that these will be replaced prior to being overfilled and further that no waste or left-over materials will be left on the ground at any time. If Skip Bins do become overfilled and have not been replaced, the Developer at its discretion, will have the bins replaced by the supplier.
- f. The Buyer must maintain the appearance of the lot in a neat and tidy manner clear of any rubbish and no temporary structures of any kind are permitted to be placed on the lot unless approved by the developer prior to and during the home construction period.
- g. Driveways are to be constructed prior to home occupancy are not permitted to be constructed of any materials other than concrete or pavers laid over reinforced concrete. Letterbox and Landscaping between the home and the front boundary shall also be completed prior to home occupancy.
- h. Any sheds not connected to the dwelling are to be constructed in the rear 50% of the lot unless specifically approved by the developer due to practical site considerations.

### LANDSCAPING

The Buyer/s acknowledge the preference of the Seller for the use of Local Australian Natives suitable for this coastal region. The Seller will provide, when required, a tray of suitable Native Plants (supplied by Bundaberg Land Care) at no cost to the Buyer.

The Buyer/s acknowledge that the Bundaberg Regional Council require Street Trees to be placed in the road reserve in front of their Lot and that a determination of the position of the Street Trees will be determined by consultation with the developer during the construction of the home on the Lot. If the Lot has not been built on within a 12 month period following settlement, the Buyer/s agree to the placement of the Street Trees by the developer.

For clarity the cost to install the Street Trees is borne by the developer and not the Buyer/s.

### BINDING ON SUCCESSORS

It is hereby agreed and declared that the provisions of this covenant shall not merge on the completion of this contract and shall continue in full force and effect and remain binding on the Buyers, their executors, administrators, successors and assigns, and the Buyers further undertake and agree that if they sell, assign, lease or otherwise part with possession of the property to any third party, the Buyers will obtain from such third party a covenant in favour of the Seller containing all the provisions of this covenant.

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BUYER/S

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DATE

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SELLER/S

\_\_\_\_\_  
DATE

