

EMBERWOOD

WARRAGUL 3820

Estate Wide Design Principals —

A life in the Emberwood development will be one of rich memories – and with your support of the following covenants we'll be sure to maintain the satisfaction of all residents for many years to come...

RESTRICTIVE COVENANT

The Purchaser agrees that any Transfer from the Vendor of the land hereby purchased will incorporate a restrictive covenant in a form and manner prescribed by the Vendor or its Solicitors with the intent that the benefit of such covenant shall be attached and run at law and in equity with the lots comprised in the said Plan of Subdivision other than the lot hereby sold substantially in the following form:-

The Transferees for themselves and their successors and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and or each part thereof DO HEREBY COVENANT with the Transferors, their successors and transferees the registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No: 729607V and each and every part thereof (other than the land transferred) shall not at any time:-

- a. further subdivide the land;
- b. erect on the land any signage until construction of the dwelling has been completed and a Certificate of Occupancy has issued;
- c. erect, place, permit, licence or authorise on the land more than one single dwelling house together with the usual outbuildings with such dwelling house to contain a floor area within the outer walls (calculated by excluding the area of any carport, garage, terrace, pergola, verandah or outbuildings) not less than the following:-
 - d. erect, place, permit, licence or authorise on the land transferred any dwelling house other than a dwelling house of which not less than fifty per centum (50%) of the external walls area is constructed of brick, brick veneer, stone, masonry or a foam rendered finish with a roof made of masonry, terracotta roof tiles or colour coated steel (excluding white colorbond and plain zinc finish) or other
 - i. 130 sqm on land area equal to or less than 600 sqm;
 - ii. 150 sqm on land area greater than 600 sqm but less than 900 sqm;
 - iii. 180 sqm on land greater than 900 sqm
 - e. non-reflective material with a garage or carport built in the same materials as the dwelling and of a non-reflective material;
 - e. erect, place, permit, licence or authorise on the land transferred any relocated building;
 - f. erect, place, permit, licence or authorise on the land transferred any driveway other than a driveway which is constructed of any material other than concrete pavers, coloured concrete, exposed aggregate concrete or stamped or stenciled concrete;
 - g. erect or replace on the land transferred any fence on the front boundary and any boundary fence on the sides or rear of the land that is constructed of other than a hardwood post and treated pine capping box paling timber fence that has a minimum height of 900 mm and a maximum height of 1800 mm;
 - h. use or permit or cause or allow the land transferred or any part thereof to be used for the purpose of parking, garaging, or servicing of any motor vehicle in excess of five (5) tonnes gross vehicle mass except for the purpose of loading and unloading goods;
 - i. use or permit or allow the land transferred to become overgrown with grass or weeds or allow any rubbish, car parts, automotive wrecks to be dumped, stored or accumulate on the land transferred at any time;
 - j. in the event that the land transferred has a land area equal to or less than 600sqm, erect, place, permit, licence or authorise on the land transferred a shed of any sort or type;
 - k. this Covenant shall not operate after 21 December 2035.

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DESIGN APPROVAL

- a. The Purchaser is required to obtain approval in writing by the Vendor if the façade of any dwelling proposed to be constructed on the land is identical to or similar to any dwelling within five lots in all directions of the lot including those lots on the opposite side of the street frontage.
- b. To obtain the Vendor's approval the Purchaser must forward proposed plans to:
either 36 Rowen Street, Glen Iris, Victoria or email to:
developmentco@emberwood.com.
- c. The Vendor will assess the proposed facades and provide a notice of approval or specify how the façade does not confirm. Facades that substantially comply may be given a notice of approval with conditions requiring the rectification of minor deviations. In any case the Vendor may make suggestions intended to improve the design. The final decision in relation to the façade approval is at the discretion of the Vendor.
- d. The Vendor will use its best endeavours to assess proposals in the shortest possible time and generally within 14 business days of a receipt of fully completed plans.
- e. The Vendor reserves the right to request further information.

FENCING

The Vendor shall not be liable to construct or join in or contribute to the costs of construction of any dividing fence between the land hereby sold and any adjoining land owned by the Vendor. The Purchaser shall comply with any Notice to Fence received by the Vendor in respect of the land hereby sold prior to or on or after the date of this Contract including any notice served by a subsequent Purchaser of the land hereby sold. This Special Condition shall not merge at settlement of this Contract.

OCCUPATION OF THE DWELLING

- a. The Purchaser must not occupy any dwelling constructed on the property prior to the driveway from the road to the garage being fully constructed.
- b. The Purchaser must complete the construction of the dwelling and obtain a Certificate of Occupancy within twelve (12) months of commencement of construction.
- c. The Purchaser must complete the landscaping of the land between the street frontage and the dwelling within one hundred and eighty days (180) days from the date of issue of an Occupancy Permit for the dwelling.