EMBERWOOD

WARRAGUL 3820

STAGE 5A

Buy a block, build a home, and grow the memories that last a lifetime.

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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 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. PS738647G and each and every part thereof (other than the land transferred) shall not at any time:-

a. further subdivide the land;

b. build or allow to be built on the land any signage associated with the sale of the land until construction of the dwelling has commenced unless having first been approved in writing by Emberwood Estate Pty Ltd;

c. build or allow to be built 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:-

   i. 130m2 on land having an area equal to or less than 600m2;

   ii. 150m2 on land having an area greater than 600m2 but equal to or less than 900m2;

   iii. 180m2 on having an land area greater than 900m2;

d. build or allow to be built on the land transferred any dwelling house other than a dwelling house of which not less than thirty per centum (30%) 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 non-reflective material with a garage or carport built in the same materials as the dwelling and of a non-reflective material;

e. build or allow to be built on the land transferred any dwelling house having a setback more than 6 metres from the front boundary of the land;

f. build or allow to be built on the land transferred any relocated building;

g. build or allow to be built 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 stencilled concrete;

h. build or allow to be built on the land transferred:-

   i. any fence on the front boundary or within 4.5 metres of the front boundary exceeding 1200mm in height save as required to slope the fence height from 1200mm to 1800mm in height;

   ii. any other boundary fence that is constructed of other than a hardwood post and treated pine capping box paling timber fence of 1800mm in height;

i. use or permit or allow the land hereby 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;

j. use or permit or allow the land hereby 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;

AND IT IS AGREED that the benefit of the foregoing covenant shall be attached to and run at law and in equity with every lot on the Plan (other than the Lot) and that the burden of this Covenant shall be annexed to and run with the Lot and that the same shall be noted and appear on every future Certificate of Title for the Lot and every part thereof as an encumbrance affecting the same and every part thereof until 21 December 2035 after which date it shall have no force or effect."