

# HARRIET LANE

## Residential Enhancement Covenant

Between Urbex No. 110 Pty Ltd as Seller and

\_\_\_\_\_ as Buyer

The Buyer acknowledges that the subject land is part of an attractive residential development, the object of which is to establish a modern and well-designed residential area. Accordingly the Buyer hereby covenants with the Seller as follows:

- a The Buyer will erect or permit or allow to be erected on the land hereby sold a single unit private dwelling house, garage or outbuilding which meets the following criteria:
  - i A combination of architecturally compatible external cladding materials are strongly encouraged. Acceptable material selections include:
    - render with integral colour or painted finish
    - bagged brickwork with paint finish
    - feature light weight cladding and weatherboard panels (up to 30% of external walls only)
    - face brickwork which is to be limited to feature panels and/or banding only. A more extensive use of face brick will only be permitted where it is not visually dominant from public areas (ie. parks & road reserves)
    - other innovative cladding (eg. colorbond corrugated metal sheeting) should only be used for feature detailing purposes and in no circumstances should it be used for more than 10% of external walls.
  - ii House designs should present an attractive elevation to all direct street frontages.
  - iii The dwelling house structure on the land must have eaves of not less than 450mm to at least 75% of its perimeter.
  - iv A minimum of double car accommodation must be constructed under the same roof line as the dwelling house.
  - v Any garage, detached structures or improvements must be built in a manner consistent with the permitted design and construction of the dwelling house on the land and using the same or similar materials to those permitted to be used in the construction of the dwelling house.
  - vi The dwelling house and outbuildings shall have a roof comprising concrete or terracotta tile, or coloured metal.
- b All dwellings are to be constructed by a registered builder.
- c The Buyer will ensure that any dwelling house or other improvements will not be left at any time during construction without substantial work being carried out for a period longer than one (1) month.
- d No improvements previously erected or existing on or attached to other land shall be erected or placed upon the Land with the exception of feature timber work (eg. external timber posts, pergolas, timber flooring). No substandard building materials shall be used in the construction of any improvements on the land.

- e The Buyer will not permit rubbish to accumulate or be placed on the land or on the footpath and will ensure that the grass on the land is mowed regularly and that weeds are removed regularly.
- f Any caravan, boat trailer or unregistered vehicle stored or parked on the land (if same is not housed in a garage or outbuilding) shall be stored or parked at the rear of the dwelling house or shall be screened so that the same is not visible from the street or neighbouring properties.
- g No caravan or mobile home shall be used on the land for residential purposes whether or not a dwelling house is constructed on the land.
- h 'For Sale' signs (other than those installed by the Seller) will not be permitted on vacant sites whilst the Seller has land stock available for sale at the residential estate..
- i The Seller shall have the right to vary, exclude or elect not to enforce any of the conditions herein set out in respect of the subject land or any other land within the residential estate. The Buyer specifically absolves the Seller from any liability whatsoever for any action taken in varying, or electing not to enforce or excluding any condition.
- j The Buyer shall not sell, transfer or otherwise dispose of the land hereby sold or any part thereof to any person without first obtaining from such person a deed of covenant in favour of the Seller to be bound by the same terms and conditions as are contained in this Covenant.
- k The Buyer is not required to lodge plans with the Seller for prior approval.

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Buyer

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Witness

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Buyer

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Witness

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Seller

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Witness