



Waller Square Residential Enhancement Covenant

Between **BMD Properties Pty Ltd** as Seller

and _____ as Buyer

The Buyer acknowledges that the land is part of a boutique residential community and hereby covenants with the Seller as follows:

- a The Buyer will not erect or permit or allow to be or remain erected on the land hereby sold any dwelling house, garage or out building other than a dwelling, house, garage or out building which meets the following criteria:
- i acceptable external material selections include:
 - render with integral colour or paint finish;
 - bagged brickwork with paint finish;
 - feature light-weight cladding and weatherboard panels;
 - face brickwork of regular size and colour. Mottled brickwork and double height brickwork is discouraged;
 - other innovative cladding (ie Colourbond corrugated metal sheeting) will be considered on merit.
 - ii the dwelling house and outbuildings shall have a roof comprising concrete or terracotta tile, coloured metal or other such non-reflective material as may be approved in writing by the Seller.
 - iii the buyer shall not construct a detached open carport on the land.
 - iv any carport, 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.
- b Front fencing forward of the building line is not permitted except in the following situations:
- on secondary street frontages
 - where associated with private courtyards
- Fencing on secondary frontage on corner allotments must be a minimum of 1.5 metres and have a maximum height of 1.8 metres and must not extend to within 2 metres of the front building alignment. the fence design and materials utilised must reinforce the character of the associated dwelling and neighbourhood.
- c i on allotments which exceed 620m² in area, such dwelling house shall have an area of not less than 220m² under roof for the main structure unless prior written agreement has been entered into with the Seller.
- ii on allotments which are 620m² or less in area, such dwelling house shall have an area of not less than 190m² under roof for the main structure unless prior written agreement has been entered into with the Seller.
- d The Buyer will make adequate provision for the accommodation of at least two motor vehicles by way of a garage to be built concurrently with the dwelling house. A suitably constructed driveway (eg concrete, paving) will be completed within 30 days of occupation.
- e Any caravan, boat trailer or unregistered vehicle stored or parked on the land (if not housed in a garage or outbuilding) shall be stored or parked at the rear of the dwelling or shall be screened so that same is not visible from the street.
- f No building shall be left without substantial work being carried out for longer than one month. No person shall reside in any portion of the dwelling prior to completion of that dwelling.
- g No improvements previously erected or existing on or attached to other land shall be erected or placed upon the Land.
- h No substandard or second hand building materials shall be used in the construction of any improvements on the Land.
- i The Dwelling house to be constructed on the lot will be constructed only by a competent person or corporation registered as a house builder under the relevant Act. The Buyer will not construct the dwelling house or any part thereof, as an "Owner-Builder" under the said Act without the written approval of the Seller.
- j 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. If, in the opinion of the Seller, rubbish has accumulated or there is excess growth on the land then the Seller's agents may enter the land for the purpose of rectification. The Buyer will pay to the Seller on demand the costs of carrying out such work.



- k No advertising sign or hoarding shall be erected on any part of the lot without prior consent in writing of the Seller (except one agent's board advertising the land for sale). The Buyer authorises the Seller to enter upon the lot and remove any signs or hoardings which have not received prior consent.
- l 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.
- m All purchasers are to retain and maintain all landscaping elements including, but not limited to, the entry walls, all trees, signage and fencing.
- n The Buyer shall not sell, transfer or otherwise dispose of the land hereby sold to any person without obtaining from such person a covenant in favour of the Seller to be bound by the same terms and conditions as are contained in this covenant.
- o 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, electing not to enforce or excluding any condition.
- p The Buyer is not required to lodge plans with the Seller for prior approval unless relaxation is sought, in which case written approval is required from the Seller. Any applications for relaxation should include relevant plans and justification.

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Buyer

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Buyer

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Seller