



# by ambee rises

## KANGAROO FLAT

### HAPPY ROOSTER PTY. LTD.

#### Restrictive Covenants

#### Byambee Rise

- (a) That no dwelling or home unit erected on the lot shall be other than of new materials with not less than ninety percent of the outer walls (excluding windows) in clay brick, clay brick veneer, brick cement render, stone or base material with rendered finish;
- (b) That no dwelling shall be erected on the lot which has a floor area of less than 120 square metres including the outer walls thereof such area being calculated by excluding the area of garages, carports, terraces, pergolas and/or verandahs SAVE AND EXCEPT for lots 31, 32, 36, 53, 54, 82, 83, 88, 89 and 90;
- (c) That no dwelling or home unit erected on the lot shall be used other than for purposes of residence and no building shall be used for commercial purposes (other than as a display home);
- (d) That no fence, shed or other outbuilding constructed partly or wholly of zincalume or aluminium cladding shall be erected on the lot;
- (e) That no mud brick or mud bricks shall be used in the construction of any building or structure upon the lot;
- (f) That the gross floor area of all outbuildings erected on the lot shall not exceed twenty five square metres and no outbuilding shall exceed a height of three metres;
- (g) That no building erected on the lot shall have a roof of zincalume;
- (h) That no fence erected on the lot shall have a height exceeding two metres;
- (i) That no fence shall be erected on the street boundary of any lot or between the building set back and the street boundary SAVE AND EXCEPT for temporary fencing for a display home during the period of the display only and SAVE AND EXCEPT for corner lots having two street frontages where one street frontage may be fenced;
- (j) That no shed or other outbuilding erected on the lot shall be other than of new materials;
- (k) That no shed or other outbuilding erected on the lot or any tent, caravan or other form of portable accommodation standing on the lot shall be used for the purpose of residential accommodation;
- (l) That no dividing fence shall be erected on the lot other than of new materials consisting of double sided colorbond steel panels of the colour "Summershade" (previously known as the colour "Mossvale Sand");
- (m) That the lot shall not be further subdivided to reduce the size of the lot SAVE AND EXCEPT for Lots 31, 32, 36, 53, 54, 82, 83, 88, 89 and 90;
- (n) That no rubbish, debris or spoil shall remain on the lot during the course of construction of any dwelling or home unit unless such rubbish is contained in a suitable rubbish bin or skip;
- (o) That no more than one dwelling house and no two storey or multi storey dwelling or home unit shall be erected on any of Lots 1, 2 or 4;
- (p) That no access to Jerribong Way shall be created or made from Lots 27 and 44.

AND IT IS HEREBY AGREED that the foregoing covenants shall be noted upon and appear on every future Certificate of Title for the land hereby transferred or any part or parts thereof as an encumbrance affecting the same.