



Building Covenants

- (1) No structure of a temporary character including, but not limited to, tent, metal garden shed, trailer, camper, caravan, motorhome or any other form of outbuilding ("Temporary Structure") shall be placed, used or permitted to remain for the purposes of being a dwelling on any lot burdened. This restriction does not prohibit the use of a Temporary Structure for use during daylight hours in connection with the construction of a dwelling, PROVIDED THAT any such structure shall be removed within 14 days of receipt of Final Certificate of Occupation issued by the Byron Council.
- (2) No residential building shall be occupied prior to the date a Final Certificate of Occupation has been issued by the Byron Council in relation to any building on any lot burdened.
- (3) No existing dwelling house of any age in excess of one year shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened. Any building erected on any lot burdened shall be of new materials. Notwithstanding the foregoing, a Queenslander house of suitable size and design may be relocated onto any lot burdened however the classification of such a house as a Queenslander shall be in the absolute and unfettered discretion of Sarah Freeman ("Freeman") or any person nominated by her and provided that:
 - (a) Freeman or her appointed agent is first provided with straight-on photographs of each side of such house with plans of all proposed alterations and / or additions to the house and provided that such plans show that the ground floor level at its highest point is not more than 1.5 metres from the ground and such plans are accompanied by factory-made Paint colour chips of the paints proposed to be applied; AND
 - (b) the registered proprietor provides to Freeman or her appointed agent a written undertaking to complete the works in accordance with the plans such plans having first been approved by Freeman; AND
 - (c) provided that a bond is lodged with Freeman or her appointed agent for not less than five thousand dollars (\$5,000.00) to ensure that the conditions of Clauses (3) and (4) of this Instrument are adhered to within the specified time in Clause 3(e); AND
 - (d) the exterior of the house is effectively restored to the condition it was in at the time of original construction, said restoration to be completed within Four (4) months of the date of the arrival of the Queenslander on the subject Lot, such restoration to include but not be limited to the application of two coats of exterior house enamel to the whole of the exterior surfaces of the dwelling other than glass and the application of Lattice work to the whole of the perimeter of the house under the ground floor level; AND
 - (e) the proprietor of the subject Lot agrees that In the event that the dwelling is not completed in accordance with the terms of this Instrument within the said Four (4) months the Proprietor grants consent to Freeman or his agents and employees to enter upon the Lot at any time and from time to time for the purpose of completing the works as detailed in the approved Plans at the expense of the Proprietor.

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- (4) No main building shall be erected or permitted to remain on any lot burdened having a roof or walls of asbestos cement or fibro cement or fibre glass or galvanised iron. This clause shall not preclude the use of pre-finished Colourbond, non-reflective, corrugated metal sheeting. This condition shall be binding in relation to all houses constructed on, or relocated to, any lot.
- (5) No building shall be erected or permitted to remain on any lot burdened having a roof or walls of galvanized corrugated iron sheeting material. However, this clause shall not preclude the use of pre-finished colour-bonded, non-reflective, corrugated metal material.
- (6) With the exception of vehicles used temporarily in connection with the erection of a dwelling on any lot burdened, no motor truck, lorry or semi-trailer with a load carrying capacity exceeding two (2) tonnes shall be parked or permitted to remain on any lot burdened or on any street within the subdivision.
- (7) The property shall be kept in a neat and tidy condition and maintained free of weeds and rubbish before, during and after construction works. No excavation material, trees, rubbish, builder's waste, or other substances whatsoever shall be deposited on adjoining properties.
- (8) The building time of the residence shall not exceed nine months from commencement of work and no building works will be left uncompleted for a period longer than three months.
- (9) The exterior of any permanent building must be completed to its final finish and earthworks and driveway completed prior to occupation.
- (10) The use of concrete hollow block also known as Besser Block as an exposed exterior wall is expressly prohibited unless all exterior surfaces of the hollow block walls are full-rendered sufficient to conceal the block joints and then textured and painted. The classification of such rendering as being sufficient to conceal all block joints shall be in the absolute and unfettered discretion of Eric Freeman ("Freeman") or any person nominated by him.
- (11) Unless otherwise provided, building setbacks shall be as prescribed by the Byron Council with the exception of lots greater than 700 square metres where the set back on side boundaries shall be a minimum of 1500 mm.
- (12) Side boundary fences shall not extend beyond the front alignment of the dwelling at a height above one (1) metre. No fence shall exceed 1.80 metres in height above the natural ground level nor be constructed of fibro-cement, asbestos-cement, fibreglass or concrete blocks unless such concrete blocks are of a full-rendered finish on all exposed surfaces.
- (13) Driveways constructed on any Lot shall be sealed with asphaltic concrete or pavers or poured concrete with exposed aggregates or be pattern-stamped and coloured.

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- (14) No dwelling shall be constructed on any lot which has (as the enclosed area exclusive of carports, garages, verandahs and structures not approved for residential use) an area of less than one hundred and twenty (120) square metres.
- (15) The registered proprietor of the dominant tenement at the date of registration of this Instrument is not required to contribute to the cost of construction of any dividing fence upon any boundary of the lot.
- (16) No building shall be erected or permitted to remain on any lot burdened having its Primary Living Area floor inclusive of any outside deck area at an elevation more than 1.5 metres above the Original Ground Plane at any point.

Any habitable or car parking area constructed below the Primary Living Area floor must be created by excavation of materials below the Original Ground Plane within the limits set out herein. Car parking areas located below the Primary Living Area floor must be fully paved and enclosed by masonry or timber walls on all sides other than the entry point.

The Primary Living Area floor is defined as the floor of the storey within the dwelling which contains the kitchen and lounge and a minimum of one bedroom and one bathroom. The Original Ground Plane is defined as the original grade of slope of the lot as recorded by contours and heights on the Council-approved Works as Executed plan.