

DUNSCOMBE COVENANTS

1. There shall not at any time be erected or caused to be permitted or erected on any lot any dwellinghouse, building or erection other than of freehold construction together with such boundary walls for use in connection therewith which dwellinghouse, building or erection shall not be of a height greater than twenty eight (28) feet above the midpoint of the existing ground level on the lot and the boundary walls or fences of which shall not be of a height greater than six (6) feet and which dwellinghouse, buildings, garages shall not be of an original cost (exclusive of the cost of the land on which it stands and such outbuildings and garages aforesaid and of the boundary walls or fences thereto) of less than Three hundred and fifty thousand dollars (\$350,000.00).
2. No building and/or any alterations or additions thereto shall be constructed or made other than in accordance with detailed plans and specifications prepared and certified by a qualified architect.
3. No building shall be constructed other than of coral stone or reinforced concrete blocks or any similar building material.
4. The roofs of all buildings shall be clad either with synthetic tiles, clay tiles wooden or asphalt shingles or with profile metal sheeting but shall not be clad with corrugated galvanized metal sheets.
5. There shall not be carried on upon any lot of land or any part thereof any trade, profession, school, church, chapel or business whatsoever other than that of rental of same or a part thereof as an apartment or flat and the rental of the same shall not be construed as the carrying on of any trade or business.
6. No lot forming part of the building estate shall be further sub-divided or boundary lines changed.
7. The area of any road reserve (including carriageway thereof) which is included in any lot shall not be permitted or allowed to deteriorate or fall into a state of disrepair.
8. No grass, shrub or tree clippings or plant waste, lumber, metals, bulk material, scrap, refuse or trash shall be permitted to be kept, stored or allowed to accumulate on any portion of the area of any lots or parcels of land inclusive of the Open Areas as shown on the Key Plan.
9. There shall not be permitted or allowed to be stored any building materials or any concrete or similar mixing on any of the carriageways in the building estate or Open Areas.
10. The roads, kerbs, slippers or drainage channels in the building estate shall not be damaged and any such damage shall be repaired forthwith.
11. No vehicles except private automobiles (which shall mean and include SUV's or passenger type vans, jeeps and pick-ups having a capacity of no more than two (2) tons) shall be permitted to be parked on the roads in the building estate provided that any such vehicles not in a roadworthy or useable condition shall not be so parked or stored on any lot or the Open Areas; no vehicles or boats shall be stored, restored or repaired on any lot or the Open Areas or the roads in the building estate. No buses, trucks, minibuses, route taxis or any other public service vehicle or any commercial vehicles shall be parked or stored in or upon any lot or part of the Open Areas save that commercial vehicles are permitted to make deliveries.

12. No excessive noise (including music) or lighting shall be permitted or allowed to emanate from any lot or the Open Areas nor shall anything be done therefrom which may be or become a nuisance so as to disturb the quiet and peaceful enjoyment of any owner or occupier of any lot in the building estate.
13. The free access of all public utility companies or utility service providers at all times to repair, check, maintain or improve, disconnect or otherwise satisfy service on any lot or parcel of land or the Open Areas, if necessary, comprised in the building estate shall not be obstructed, hindered or refused.
14. There shall not be grown or permitted to be grown on the verges forming the road reserves any hedges, shrubs, trees or plants other than grass.
15. There shall not be constructed or cause to be constructed on any lot any fences or boundary enclosures of corrugated sheeting such as galvanize, aluminum, zinc or any metals.
16. No building on any lot or parcel of land comprised in the said building estate shall be permitted to fall into a state of disrepair.
17. No animals, wildlife, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of any lot, except that dogs, cats or other usual and common household pets may be permitted thereon provided the number of dogs and cats shall not exceed two (2) in number.
18. No portion of the lots shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition; nor shall any substance, thing or material be kept upon any portion of any lot that will emit foul or obnoxious odours or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of any of the owners or occupiers of any other lot in the building estate.
19. No hazardous materials, gasoline or other fuel, rubbish, trash, garbage or other waste material shall be kept or permitted on any lot, neither shall any odour be permitted to arise therefrom so as to render any lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.
20. There shall not be permitted or allowed to be done in or upon any Lot anything that may be or come to be a nuisance, annoyance, or inconvenience or that may cause any damage to the owner or occupier from time to time of any other Lot.
21. No agent of the Vendor or the Vendor's successors in title and all persons authorised by it or them shall be prevented or hindered from having access at all times to any lot for the purposes of planting or maintaining trees thereon in compliance with the conditions imposed by the Chief Town Planner.
22. The conditions mentioned in and/or attached to the hereinbefore mentioned Permission insofar as the same are to be performed and observed by the owner or owners for the time being of any lot shall be performed and observed and the Vendor and its successors in title shall be kept harmless and indemnified against all actions suits or other proceedings in respect thereof.