



# Logan's Run

LOGAN VILLAGE

## BUILDING COVENANT

AUGUST 2020

## WELCOME TO LOGAN'S RUN

The Building Covenant forms part of your Contract of Sale and are designed to create a consistent and attractive streetscape standard.

They seek to encourage a range of well designed, quality homes gardens and streetscapes using a variety of materials whilst ensuring that a standard is maintained to protect purchases within Logan's Run.

The Building Covenants are in addition to your requirement to obtain approval from Logan City Council or a registered building certifier.

## THE APPROVAL PROCESS

1. Review this Document with your Builder
2. Complete the Application Form and attach Plans as outlined in Section C Item 3.
3. Email Application form and plans to: [admin@lenniumgroup.com.au](mailto:admin@lenniumgroup.com.au)
4. Approval, or a response for more information, will be received via email within 7 business days of receipt of your Application.

In order to assist with your building design, please note that the following documents are available for download from the Logan's Run web site: [www.logansrun.com.au](http://www.logansrun.com.au), click on the Resources Tab:

- Building Covenant
- Disclosure Plans
- Compaction Report, when subdivision is complete
- Building Envelope and Development Envelope Area Plan

## BUILDING COVENANT- OVERVIEW

The Building Covenant contains 5 sections:

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## A. BUILDING COVENANT ACKNOWLEDGEMENT

Item	A. Building Covenant Acknowledgement	Check
<b>1.</b>	<b>Acknowledgement</b>	
1.1	The Buyer acknowledges and agrees with the Seller that the allotment is part of Logan's Run, the object of which is to establish a modern, high value, well-designed and environmentally responsible community. It is desirable that supervision and control be exercised by the Seller for the protection of and in the interest of the Buyer in relation to the nature and type of dwelling constructed on the allotments of the Estate towards a modern, integrated, valuable, attractive and good neighbourly development.	
1.2	The Buyer shall not lodge any objection, appeal or submission in respect of any application made or approval received by the Seller in respect of any land in the Estate or any adjoining neighbouring land.	
1.3	The Buyer agrees to be bound with the Seller in this building covenant for the purposes set out in 1.1.	
<b>2.</b>	<b>Continuity of Building Covenant</b>	
2.1	This building covenant forms part of the contract of sale of the Allotment in the Estate between the Seller and the Buyer named herein ("Contract") together with the executors, administrators, or successors in the title of the Buyer.	
<b>3.</b>	<b>Assignment of Building Covenant</b>	
3.1	The Buyer acknowledges that they will not sell, transfer or, otherwise dispose of the Allotment without first delivering to the Seller, a deed of covenant, on terms and conditions to be approved by the Seller, duly signed and executed by such buyer, transferee or disponee in favour of the Seller containing covenants in the same terms (mutatis mutandis) as are set forth in this building covenant including an obligation for each future buyer, transferee or disponee to obtain a further such deed of covenant from any subsequent buyer, transferee or disponee.	
3.2	The Buyer agrees to provide the Seller with a photocopy of any agreement that purports to sell, transfer or dispose of the Allotment immediately such agreement has been executed by the parties to the agreement and evidencing compliance with 3.1.	
<b>4.</b>	<b>Penalty for Breach of Covenant</b>	
4.1	Upon any breach of this building covenant by the Buyer and/or their successors, the Buyer shall, upon demand, pay to the Seller by way of liquidated damages and not by way of penalty, the sum of \$20,000.	
4.2	Further the Buyer indemnifies the Seller for any and all loss and damage which the Seller may suffer due to the breach of this Building Covenant by the Buyer and/or their successors.	

Item	A. Building Covenant Acknowledgement	Check
<b>5.</b>	<b>Duration of Building Covenant</b>	
5.1	These Covenants shall continue for two (2) years from the date of settlement of the last allotment on the Estate or until such time as the last allotment has been built upon whichever is the earlier.	
<b>6.</b>	<b>Disclaimer</b>	
6.1	The Seller will have due regard to the provisions of this building covenant but may, in its absolute discretion, grant approval subject to such terms and conditions or waive some as it may determine.	
6.2	The requirement for approval of the Seller under this clause is in addition to and not in lieu of any requirement of a State, Local Government or other competent authority.	
6.3	Any approval granted by the Seller shall not constitute either any agreement or representation as to the adequacy, suitability or fitness of any plans and specifications or to the siting of the dwelling or that of the relevant state or local government or other competent authority will grant its approval and the Buyer acknowledges that they have not placed any reliance on such approval.	
<b>7.</b>	<b>Rights of the Seller</b>	
7.1	<p>The Seller gives no undertaking to impose identical covenants to those in this Annexure when selling other land in the Estate. It is agreed by the Seller and the Buyer that it is not the intention by virtue of these covenants to create any legal duty enforceable by a third party against the Seller.</p> <p>It is hereby acknowledged and agreed by the parties hereto that it is not their intention by these Covenants to create any legal duty enforceable by a third party pursuant to the provisions of Part 6, Division 2 of the Property Law Act.</p>	

## B. DESIGN REQUIREMENTS

Item	B. Design Requirements	Check
<b>8.</b>	<b>Design Requirements</b>	
8.1	These design requirements apply to all Dwellings, except lot 2 as it is an existing building.	
<b>9.</b>	<b>Smart Design</b>	
9.1	<p>It is encouraged to design your home to ensure it meets with the relevant energy equivalence ratings:</p> <ul style="list-style-type: none"> <li>▪ Northern orientation of living rooms</li> <li>▪ Natural ventilation through windows and doorways</li> <li>▪ Shading with wider eaves and awnings</li> <li>▪ Increased insulation in roof space and walls</li> <li>▪ Treated glazing</li> <li>▪ Light coloured roofs and walls</li> <li>▪ Well-designed outdoor living areas</li> </ul>	
<b>10.</b>	<b>Commencement on Allotment</b>	
10.1	No development including, but not limited to, dwelling, out building, garage, lawn locker/garden shed, fencing, pool, excavation or retaining wall shall be commenced unless working drawings and specifications showing the design, materials for external elements of structure, walls roofing or such other combination of materials ("Plans & Specs") have been submitted, in accordance with the provisions of this building covenant, to the Seller and approved by the Seller in writing prior to application for a building permit being lodged with Logan City Council ("the local authority").	
10.2	The Seller may grant or refuse such request or waive any condition or conditions or grant such approval subject to such conditions as the Seller may determine in its absolute discretion.	
<b>11.</b>	<b>Use of the Allotment</b>	
11.1	The Allotment shall only be used for private dwelling purposes.	
<b>12.</b>	<b>Design</b>	
12.1	<p>Dwelling – Floor Areas</p> <p>The design of the dwelling (including pergolas, veranda's etc) its suitability for use of Allotment, orientation, floor levels and the use of external materials and colours shall be subject to approval by the Seller acting reasonably and both in accordance with the purposes set out in clause 1.1.</p> <p>The Seller encourages dwellings to meet the minimum floor areas to ensure that dwellings are constructed to a high standard and to keep the visual amenity of the community in line with the vision for the Estate as follows:</p> <p><b>Minimum Floor Area for Single Storey Dwellings including Garage, Veranda and Patio – 200m<sup>2</sup></b></p>	

Item	B. Design Requirements	Check
12.1.2	Eaves	
	Dwellings shall have eaves with a minimum depth of 450mm to the majority of external walls.	
12.1.3	Roofing and Stormwater	
	The Seller has provided 46,000L tanks for Lots 1, 3, 4 for the installation by the buyer as part of the dwelling construction. These tanks are to be placed at the rear of the dwelling and not visible from the street. It is recommended that the tanks are screened so that they are not visible from the street.	
<b>12.2</b>	<b>Materials</b>	
12.2.1	All Materials	
	<p>The outside walls of any dwelling, garage or outbuilding shall be constructed of:</p> <ul style="list-style-type: none"> <li>▪ Face Brick</li> <li>▪ Smooth Rendered and Painted Brickwork, Blockwork or other suitable material.</li> <li>▪ Bagged or Texture Coated Brickwork</li> <li>▪ Infills of feature Face Brick, painted or stained Weatherboard and other materials of architectural merit are acceptable.</li> <li>▪ "Queensland" Style homes of timber or timber look construction or architecturally designed homes of lightweight type construction are acceptable.</li> </ul> <p>Materials such as unpainted galvanised iron e.g. Zinalume finishes for building works are prohibited due to the potential to cause glare leading to impact on surrounding properties.</p>	
12.2.2	Roofing	
	Roof materials shall be non-reflective Tiles or colour bonded steel e.g. Colorbond.	
12.2.3	Vehicular Driveways	
	<p>(a) Every dwelling shall have a constructed driveway.</p> <p>(b) Such driveway shall be a minimum 2.7 metres wide from the back of the kerb to the property boundary, constructed from either plain or exposed aggregate concrete or flexible pavement surfaced with 2 Coat bitumen or asphaltic concrete with concrete edging. The driveway from the property boundary to the garage shall be a minimum flexible pavement with 2 Coat bitumen or asphaltic concrete surfacing.</p> <p>(c) Driveways to be located as per the Building Envelope and Development Envelope Area Plan, unless otherwise approved.</p>	
12.3	Workmanship	
	All Construction and works carried out on the Allotment shall be undertaken in a proper and tradesman-like manner.	

Item	B. Design Requirements	Check
<b>13.</b>	<b>Garage/Parking</b>	
13.1	Garage	
	<p>(a) Dwellings shall have a minimum 2 car garage (fully enclosed vehicle accommodation) constructed from the same materials as the dwelling.</p> <p>(b) Garage doors to any garage shall be a steel sectional type, e.g. Panelift and in colours complementary to the dwelling. The use of timber panelling, decorative metal panels, glazed sections and other features that add interest to the door is encouraged.</p>	
<b>14.</b>	<b>Fences, Gates and Retaining Walls</b>	
14.1	Fencing	
	<p>(a) All properties shall be fenced.</p> <p>(b) Fencing must not be erected without first submitting complete fence plans including dimensions, a description and colours of the proposed fence.</p> <p>(c) All fencing along any (primary or secondary) street frontage and forward of the dwelling shall be a maximum of 1.2 metres high and constructed of either;</p> <ul style="list-style-type: none"> <li>i. a minimum diameter of 100mm post and top rail construction with CCA type treated pine logs with black PVC chain wire mesh; or</li> <li>ii. a minimum 100mm x 100mm Hardwood timber posts with open style pool fencing infills; or</li> <li>iii. rendered masonry or brick posts complementary to the dwelling with open style pool style pool fencing infills.</li> </ul> <p>(d) Colorbond fencing/Timber paling fencing or solid infill panels are not permitted forward of the dwelling.</p> <p>(e) All fencing to the rear of the front dwelling alignment shall be a minimum of 1.5 metres high and a maximum of 1.8 metres high and a minimum post and top rail construction with CCA type treated pine posts with minimum diameter of 100mm with black PVC chain wire mesh. It is encouraged that all fencing behind the forward building alignment is constructed of solid fence materials to maximise privacy, ie in colorbond or timber paling fence.</p> <p>(f) Colorbond style fencing is encouraged.</p> <p>(g) Alternative fencing proposals may be considered on their architectural merit.</p> <p>(h) Where a landscaping and/or fencing treatment has been provided on the property by the Developer, the Buyer must integrate such treatment into any proposed fence design. No fence shall be placed between the landscaping and/or fencing treatment and the street frontage.</p>	
14.2	Retaining Walls	
	<p>(a) Plans for retaining walls proposed by the Buyer, exceeding 1.0 metre in height above ground level are to be submitted for covenant approval at the same time as the building plans. Such plans shall include details of materials to be used in construction of the walls which are to be as a minimum similar to existing retaining walls on the development.</p>	

Item	B. Design Requirements	Check
	(b) The toe of any fill batter or the top of any cut batter shall be set back 600mm from any boundary except where a built to boundary design has been approved by the Developer.	
<b>15.</b>	<b>Landscaping</b>	
15.1	(a) Landscaping is an important visual and environmental feature of this Estate. All Buyers are to design and implement their landscaping to the highest possible standard to install a minimum 20m <sup>2</sup> of garden forward of the front building alignment.  (b) The Buyer shall properly maintain both the landscaped area of the Allotment and the area of land between the boundary of the Allotment and the kerb line.	
<b>16.</b>	<b>Signs</b>	
16.1	Advertisement / Hoarding Signs	
	No advertisement signs (save and except either a "for sale" or "builder's" signs) or hoarding shall be erected on the Allotment without the prior consent of the Seller.	
16.2	Authority to remove	
	The Buyer hereby authorises the Seller by its servants, agents, employees and subcontractors to enter upon the Allotment at any one time to remove and destroy either any signs or hoardings that are erected on any part of the Allotment without the prior consent of the Seller.	
<b>17.</b>	<b>Screening</b>	
17.1	Clotheslines, hot water systems, air conditioning units, gas tanks or similar structure must be located so as to be screened from view of any street.	
17.2	Solar Panels shall be integrated with the roof design and where practicable should not be highly visible from the street.	
17.3	Water Tanks shall be screened from the street. Where this is not physically possible, the tanks shall be suitably screened and landscaped, in order to minimise the potential impact of the tanks on the streetscape.	
17.4	Air Conditioners shall be located below eave-line and screened from view.	
17.5	Rubbish Bins shall be kept behind the fence line except on the day of collection.	
<b>18.</b>	<b>Letterboxes</b>	
	The design of the letterbox shall complement the main dwelling and must be completed prior to occupation of the dwelling.	
<b>19.</b>	<b>Garden Sheds, Sheds, Outbuildings, Extensions &amp; Additions</b>	
19.1	Additions and extensions to the main dwelling, outbuildings and other structures, including new pergolas, sheds, and outbuildings	



Item	B. Design Requirements	Check
	are subject to the same covenant requirements as the main dwelling.	
19.2	Garden Sheds, Sheds and Outbuildings must be located in the rear portion of the allotment, constructed in materials and colours complimentary to the dwelling and be unobtrusive.	
19.3	Applications for covenant approval must be made to the Developer in the same manner and format as the original covenant application with the exception of one Garden Shed of 10m <sup>2</sup> or less, provided the Garden Shed is constructed of non-reflective colour bonded steel e.g. Colorbond and in colours complementary to the dwelling.	
19.4	The Buyer shall not construct or move a garage, garden shed or outbuilding of any type on the land as a sole structure.	
<b>20.</b>	<b>Later Additions and Extensions</b>	
	Later Additions and Extensions to the dwelling and other structures including verandas, pergolas, lawn locker/garden shed, swimming pool, retaining walls and garden structures shall be subject to the same building covenant requirements as the dwelling and application for approval shall be made to the Seller in the same manner as the original applications.	
<b>21.</b>	<b>Construction and Maintenance Obligations</b>	
21.1	The Buyer is responsible for keeping the site and adjoining street clean at all times including during the construction of the dwelling.	
21.2	No rubbish shall be allowed to accumulate or be placed upon the land hereby sold. Allotments are required to be well maintained prior to, during and after construction of the dwelling, outdoor areas shall be kept clear of weeds and grassed areas kept presentable.	
21.3	In the event of rubbish accumulating upon the said land or of there being excessive growth of gras or if such grass becomes unsightly or in need of cutting, then the Developer, its agents, employees and workmen shall be a liberty (but shall not be obliged) to cut the said grass or remove such rubbish at any time or from time to time at the Buyer's expense.	
21.4	An industrial skip bin and/or <b>lined</b> wire cage shall be provided onsite for the duration of the construction period, for collection of all builder's rubbish and be emptied as waste accumulates.	
21.5	Builders must abide by all Environmental Protection Agency laws and requirements. Builders must erect and maintain erosion and sediment control barriers on the Land prior to initial site works commencing to prevent discharge into drains and waterways.	
21.6	No excavation materials, tress, rubbish, builders' waste or other substances whatsoever shall be deposited on neighbouring land.	

Item	B. Design Requirements	Check
21.7	Due care and consideration to be exercised at all times when accessing the site to ensure minimal disturbance to landscaped areas.	
21.8	Wherever possible there should only be one (1) access point onto the site from the street with parking off-street. Builders and/or their Contractors are not permitted to park their vehicles on landscaped areas or on adjoining or adjacent allotments during the building program.	
21.9	<p>The Buyer must protect from damage, restore and maintain in good order and condition any street tree, feature wall, retaining wall, fencing, feature fencing, concrete footpath, driveway, turfing and/or landscaping treatment placed upon the Land or the adjoining footpath (property boundary to back of kerb and channel) and neighbouring allotments, constructed by the Developer.</p> <p><u>Failing which the Developer may enter upon the Land or footpath and repair and/or replace any such works at the expense of the Buyer.</u></p>	
21.10	<p>The building contract entered into by the Buyer for the construction of any dwelling, garage, shed fence, swimming pool, outbuilding or addition to any structure shall contain a clause that states:</p> <p><i>The Builder shall comply with the requirements of the Building Covenant for the Estate for the duration of the works under the Contract and will not commence work on the site unless the builder has sighted or has in its possession a copy of the covenant approval letter for the proposed building works by the Developer.</i></p>	
21.11	No trees shall be unnecessarily removed from the Land.	
<b>22.</b>	<b>Building Envelope and Development Envelope Area Plan (BEDEAP)</b>	
22.1	No building or part thereof or ancillary structures shall be erected outside the building envelopes as shown on the approved BEDEAP (Lots 7-9).	
<b>23.</b>	<b>Logan City Council Planning Overlays</b>	
23.1	Some allotments are impacted by the Bushfire Hazard and Biodiversity Areas Overlays of the Logan City Council Planning Scheme.	
23.2	Specifically, in relation to Lots 7, 8,9, Council requires that all fencing within their mapped biodiversity corridor is fauna friendly. Fauna exclusion fencing is to be used outside of the biodiversity corridor if cats, dogs and other non-native animals are being kept onsite.	

Item	B. Design Requirements	Check
<b>24.</b>	<b>Developer Fencing</b>	
24.1	It is acknowledged that post and rail fences have been installed to: <ul style="list-style-type: none"> <li>▪ the western boundary of Lot 1</li> <li>▪ northern boundary of Lots 1-7</li> <li>▪ eastern boundary of Lots 7,8,9</li> <li>▪ southern boundary of Lot 9</li> </ul>	
24.2	It is acknowledged the Developer has constructed a 1.8-metre-high timber paling fence on the shared property boundary between Lots 2 & 3.	
24.3	The Buyer agrees to maintain the fencing. Failing this, the Seller may enter upon the Land and repair and/or replace the fence at the expense of the Buyer.	
<b>25.</b>	<b>General Covenants</b>	
25.1	The Buyer shall not occupy the dwelling until the relevant local authority approvals and certificates have been issued.	

## C. APPROVAL PROCESS

Item	C. Approval Process	Check
<b>1.</b>	<b>Definition</b>	
	The works shall include the construction, alteration, renovation or repair of any building (including the dwelling), garage, pergola, garden shed/lawn locker, fence, retaining wall, external sign, hoarding, external floodlighting, external fitting, landscaping, driveways, swimming pool, garden structure and excavation works.	
<b>2.</b>	<b>Building Covenant Approval</b>	
	The following approvals shall be obtained by the Buyer in the following sequence: Step 1 –Building Covenant Approval from Seller Step 2 – Local Authority Approval	
<b>3.</b>	<b>Step 1 – Application for Approval</b>	
	Before the Buyer or builder applies for a building approval from the local authority and prior to any works commencing upon the Allotment, the Buyer shall submit to the Seller for its approval an:  <b>Application for Building Covenant Approval</b> , showing compliance with all the necessary requirements identified in these Building Covenant: Namely: <ul style="list-style-type: none"> <li>▪ Completed Application Form;</li> <li>▪ Full copy of Building Plans (Site Plan/Floor Plan/Elevations);</li> <li>▪ External Colour Scheme Specification;</li> <li>▪ Landscaping Plan; and</li> <li>▪ Outline of Extra Appurtenances (Lawn Locker/Garden Shed).</li> </ul>	
<b>4.</b>	<b>Final Approval Advice</b>	
	The Seller shall either issue a building covenant approval within seven (7) business days of the receipt of the completed building covenant application form OR the Buyer may agree on the form to undertake such amendments if any as may be required so as to comply with this building covenant. The Seller shall indicate its approval or otherwise within seven (7) business days after having received any required amendments.	
<b>5.</b>	<b>Step 2 – Local Authority Approval</b>	
	Upon the Buyer receiving Building Covenant Approval from the Seller, or agreeing to comply as set out above, the Buyer shall submit the identical documents at its own cost (amended as may be required) to the local authority and obtain the appropriate building approval for the works to be undertaken on the Allotment.	

## D. CONSTRUCTION PROCESS

Item	D. Construction Process	Check
<b>1.</b>	<b>Construction Obligations</b>	
1.1	Keep Clean and Tidy	
	The Buyer shall keep the Allotment in a neat and tidy condition and free of weeds and rubbish before, during and after the undertaking of the Works. Excavation material, trees, rubbish, building waste and other substances shall be deposited in an industrial style waste bin/s or cage/s which is/are to be provided, or caused to be provided by the Buyer to the Allotment during the carrying out of the Works and not onto neighbouring Allotments of the Estate.	
1.2	Construction Time	
	The construction of the dwelling (including the lock-up garage, driveways, letterbox, landscaping, off street parking and fences etc) shall proceed as promptly as practicable, taking into account the size and complexity of the building and building industry norms and be finalised within twelve (12) months from commencement.	
1.3	Continuity of Construction	
	Works on the Allotment, once commenced, shall not be left incomplete or without substantial work being carried out for a period longer than one (1) month.	
1.4	Allotment Access During Construction	
	The Buyer shall not, during the course of construction of the dwelling, use any adjoining Allotment or pedestrian walkways as vehicular access to the Allotment unless authorised by the affected owner/s.	
<b>2.</b>	<b>Environmental Obligations</b>	
2.1	Environmental Protection Act	
	The Buyer shall comply with the provision of the Environmental Protection Act so far as it relates to their obligations in respect of the Allotment both prior, during and subsequent to the construction of any works including those related to the construction of the dwelling.	
<b>3.</b>	<b>Care and Maintenance Obligations</b>	
3.1	Normal Maintenance	
	From the date of purchase of the Allotment, until the completion of all Works, the Buyer shall: <ul style="list-style-type: none"> <li>(a) Maintain the appearance of the Allotment (including the area of land between the boundary of the Allotment and the kerb line) by slashing/mowing as required to maintain a neat and tidy appearance;</li> <li>(b) Maintain the Allotment in good, tidy appearance and free of rubbish or garbage, including by attending on site personally or via a contractor, employee or agent at least as frequently as the Allotment must be mown / slashed; and</li> </ul>	

Item	D. Construction Process	Check
	(c) Maintain the appearance of the Allotment by not dumping, storing or leaving on the Allotment any spoil, building or other materials other than in the course of construction.	
3.2	Obligatory Slashing, Maintaining and Cleaning	
3.2.1	Should the Seller notify the Buyer that slashing, maintaining, cleaning or clearing of the Allotment is required in order to maintain a neat and tidy presentation of the Allotment and the Estate, or to render the Allotment less hazardous or prone to fire, infestation or vandalism, the Buyer shall carry out the works within 14 days.	
3.2.2	If the Buyer fails to comply with the request to slash, maintain, clean or clear the Allotment, the Seller may employ an independent contractor to carry out the slashing, maintaining, cleaning or clearing and the Buyer shall pay to the Seller the costs incurred by the Seller in relation thereto upon demand.	
3.3	Continuing Maintenance	
	After completion of any Works, the Buyer shall maintain the landscaping and turfed area within the Allotment and that part of the landscaping which extends from the boundary of the Allotment to the kerb line.	

## E. LOGAN'S RUN BUILDING COVENANT - APPLICATION FORM

### ALLOTMENT DETAILS

Please circle on the plan your allotment. Lot Number: \_\_\_\_\_



### OWNER DETAILS

Name	
Contact Number	
Email	
Mailing Address	

### BUILDER DETAILS

Name	
Contact Number	
Email	
Mailing Address	

### ATTACHMENTS

Full Copy of Building Plans – including a Site Plan, Floor Plan & Elevations	
External Colour Scheme	
Landscape Plan	
Extra Appurtenances (Lawn Locker / Garden Shed) Plans and Details	

DATE SUBMITTED: \_\_\_\_\_

Please submit your completed Application Form with Plans to: [admin@lenniumgroup.com.au](mailto:admin@lenniumgroup.com.au)