



BUILDING COVENANT

BLUE GUM RELEASE
VERSION 1.1 - AUGUST 2019



LENNIUM
GROUP

WELCOME TO BLUE GUM

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

The Building Covenant seeks 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 purchasers with the Blue Gum Estate.

It is important to note that these Covenants are in addition to obtaining approval from Ipswich 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 on the form.
3. Email Application form and plans to: admin@lenniumgroup.com.au
4. Approval, or a response for more information, will be received via email within **10** 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 Emerald Hill Estate web site: www.emeraldhillestate.com.au, click on the Resources Tab and then select Blue Gum:

- Building Covenant
- Disclosure Plans
- Combined Services Plan
- Compaction Report (when available)
- Setback Relaxation Plan
- Acoustic Report
- Bushfire Assessment Report
- Draft Survey Plan
- As Constructed Plan (when available)

Any questions please contact: (07) 54 555 888 or email admin@lenniumgroup.com.au

BUILDING COVENANTS - OVERVIEW

The Building Covenants contains the following sections:

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A. BUILDING COVENANT ACKNOWLEDGEMENT

ITEM	A. BUILDING COVENANT ACKNOWLEDGEMENT	CHECK
1.	Acknowledgement	
1.1	The Buyer acknowledges and agrees with the Seller that the allotment is part of a subdivision, 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 through the subdivision.	
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 or neighbouring land.	
1.3	The Buyer agrees to be bound with the Seller in this building covenant for the purposes set out in clause A.1.1.	
2.	Continuity of Building Covenant	
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, assigns or successors in the title of the Buyer.	
3.	Assignment of Building Covenant	
3.1	The Buyer acknowledges that he/she/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 disponent 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 disponent to obtain a further such deed of covenant from any subsequent buyer, transferee or disponent.	
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.	
4.	Penalty for Breach of Covenant	
4.1	Upon any breach of this building covenant by the Buyer and/or his/her 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 his successors.	

ITEM	A. BUILDING COVENANT ACKNOWLEDGEMENT	CHECK
5.	Duration of Building Covenant	
5.1	The administration of the covenant by the Seller will cease 5 years from the registration of titles date or 6 months from completion of the final house whichever is the latest. After this time, all necessary approvals, building or otherwise, will defer to the relevant authority.	
6.	Disclaimer	
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.	
7.	Rights of the Seller	
7.1	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.	





B. DESIGN GUIDELINES & REQUIREMENTS

ITEM	B. DESIGN GUIDELINES & REQUIREMENTS	CHECK
1.	Building Design	
1.1	Dwelling	
	<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 in accordance with the purposes set out in clause A1.1.</p> <p>Key items to note:</p> <ul style="list-style-type: none"> • Building Height – Not more than 2 Storeys * • Building Setbacks – refer to Set Back Relaxation Plan • Built to Boundary Walls • Corner and Lots adjoining bushland – please refer to fencing requirements for secondary frontages – Clause 6.1. <p><i>*Exception: Lot 31 refer to Agreement in contract of sale regarding single story requirements.</i></p>	
1.2	Materials	
	<p>Only new good quality building materials shall be used for construction of the dwelling.</p>	
1.3	External Walls	
	<p>External walls and cladding to the front exterior of the dwelling is to be predominately either brick, brick veneer, stone or concrete block with either textured render or painted finish which may include a combination of weatherboard or feature panelling. Cement rendering is mandatory to the side fencing returns.</p> <p>Bagged and painted brickwork is not permitted. Feature brickwork is to not be plain with grey mortar.</p> <p>For Corner Lots, the façade visible from the secondary street must also be rendered painted masonry that matches the front façade and ensuring an attractive appearance that addresses both street frontages.</p>	
1.4	Foundation	
	<p>Raw concrete or steel used for foundations or supports of a dwelling (not being part of a roof or external wall) shall be concealed from view from the street frontage of the Allotment.</p>	
1.5	Garage	
	<p>(a) A minimum of one (1) attached totally enclosed double lock up garage of similar construction and roofing as the dwelling shall be constructed on the Allotment at the same time as the dwelling.</p> <p>(b) The garage shall, under no circumstances, be used as residential living accommodation and shall only be used for the storage of motor vehicles and personal items or goods.</p>	

ITEM	B. DESIGN GUIDELINES & REQUIREMENTS	CHECK
1.6	Roof Finishes	
	<p>Roof materials are limited to the following:</p> <p>(a) Corrugated prefinished and coloured metal sheets (eg colorbond) or (b) Concrete tiles.</p> <p>Gutters and downpipes are to be pre-finished or painted to match the dwelling or to provide appropriate colour accents.</p> <p>The Seller may refuse to approve reflective roofing materials which either:</p> <p>(a) fail to minimise the potential adverse effects on the external appearance of the building; or (b) Unreasonably prevent or interfere with a person's use and enjoyment of the dwelling or another building.</p>	
1.7	Eaves	
	<p>The design of the dwelling constructed on the allotment shall incorporate no less than 400mm width eaves to each side (exception built to boundary walls) unless otherwise approved by the Seller.</p>	
1.8	Roof Pitch	
	<p>A Hip Roof Pitch of between 20 and 35 degrees is to apply, or a skillion roof with a minimum pitch of 12.5 degrees.</p>	
1.9	Roof Mounted Items	
	<p>Roof mounted items visible from the street or public spaces must be minimal and unobtrusive, specifically:</p> <p>(a) External TV antennas and other aerials of the dwelling shall be located either within roof space of the dwelling or at the rear of the dwelling below roofline and must not be visible from the street frontage; and</p> <p>(b) Solar Panels - It is preferred that solar panels be integrated with the roof design and located below the approximate height of the adjacent ridgeline of the dwelling.</p>	
1.10	Roofing & Stormwater	
	<p>Roofing and the storm water system of the dwelling must be designed such that it aids in the egress of water from the roofing surfaces, to the allocated stormwater connection for the lot and/or onsite storage tanks.</p>	
2.	Surface Water	
	<p>Surface water shall not be directed onto neighbouring or adjoining Allotments and is to be collected in yard pits and connected to the storm water system.</p>	
3.	Vehicular Driveways	
	<p>Vehicular driveways shall be constructed at the same time as the dwelling and shall:</p>	

ITEM	B. DESIGN GUIDELINES & REQUIREMENTS	CHECK
	<p>(a) Be constructed in accordance with council regulations and join neatly to any concrete footpath;</p> <p>(b) be constructed of either pavers, exposed aggregate concrete, stamped coloured concrete or coloured textured concrete;</p> <p>(c) Be not more than five (5) metres width at the street boundary of the Allotment;</p> <p>(d) Be no less than three (3) metres width at any one point and extend from the kerb line to the garage of the dwelling; and</p> <p>(e) Be able to accommodate 2 parked vehicles.</p>	
4.	Letterboxes and Street Number	
	<p>A letterbox must compliment the materials and colours used in the façade of your dwelling and be erected on the Allotment to meet Australia Post requirements.</p> <p>A street number shall be erected on the letterbox or about the dwelling to be visible from the street to which the Allotment fronts.</p>	
5.	Appurtenances and Ancillary Items	
	<p>(a) Clothes lines and Garbage Bins shall be screened or otherwise not visible from the street.</p> <p>(b) Air-conditioning units - (which are not part of a solar hot water system) for the dwelling shall be concealed from public view and shall not be viewable from the street frontage of the property and shall meet noise emission limits or standards set by local or environmental authorities.</p> <p>(c) Garden Shed / Lawn Locker - Only one (1) garden shed / Lawn Locker shall be erected on the allotment, which shall:</p> <ul style="list-style-type: none"> ▪ be located at the rear of the dwelling; ▪ be screened from the view from the front of the Allotment; ▪ be complementary to the dwelling so far as design and external colours are concerned; ▪ be constructed of Colorbond; and ▪ not exceed 3m x 3m x 2.4m in size. 	
6.	Fences and Retaining Walls	
6.1	Fencing	
	<p>Fencing to frontage of dwelling:</p> <p>(a) Be constructed in accordance with council regulations; and</p> <p>(b) Fences constructed forward of the front building on a road frontage, alignment must be 50% transparent and a maximum height of 1.2m;</p>	

ITEM	B. DESIGN GUIDELINES & REQUIREMENTS	CHECK
	<p>(c) Fences are to be constructed out of the following materials and must compliment the façade and landscaping of the dwelling:</p> <ul style="list-style-type: none"> - constructed with rendered and painted masonry piers (complementing the front façade); or - powder coated aluminium, or similar; or - painted or stained timber battens installed either vertically or horizontally with a minimum of 15mm gap between palings. <p>Fencing to side and rear Boundaries is to be a maximum of 1.8m in height and constructed of treated timber palings or pre-painted metal and return to the house a minimum of 1m behind the front wall of the dwelling.</p> <p>Fencing to Open Space: Lots that have a common boundary to open space, are to be 1.5m in height pool fence with timber posts constructed by the developer.</p> <p>Corner Lots – fencing to a secondary road frontage is to be maximum of 1.8m in height, and are to be constructed of:</p> <ul style="list-style-type: none"> - constructed rendered and painted masonry piers (complementing the front façade); or - powder coated aluminium, or similar; or - painted or stained timber battens installed either vertically or horizontally with a minimum 15mm gap between palings. <p>Battle-axe Lots: Fencing from the street entrance to the battle-axe lot is to be maximum of 1.8m in height, and are to be constructed of:</p> <ul style="list-style-type: none"> - constructed rendered and painted masonry piers (complementing the front façade); or - powder coated aluminium, or similar; or - painted or stained timber battens installed either vertically or horizontally with a minimum 15mm gap between palings. <p>Examples of fencing for second frontage for corner and Battle-axe lots:</p> <div style="display: flex; flex-wrap: wrap; justify-content: space-around;">     </div>	

ITEM	B. DESIGN GUIDELINES & REQUIREMENTS	CHECK
	<p>Dividing Fences - you are encouraged to discuss your proposed fencing with the adjoining owner prior to construction and refer to the relevant "Dividing Fences" legislation and guidelines.</p>	
7.	<p>Retaining Walls</p>	
	<p>All retaining walls where required must be:</p> <ul style="list-style-type: none"> (a) constructed in accordance with council regulations; (b) be constructed of split face, rendered masonry or stone boulders when forward of the building line; (c) be certified by a structural engineer where required; and (d) All embankments and retaining walls must be shown on the working drawings submitted for approval. <p>Examples of Retaining walls:</p> <div style="display: flex; flex-wrap: wrap; justify-content: space-around;">     </div> <p>Subsoil drainage to retaining walls: Drainage shall be provided with the installation of retaining walls and connected to the roof water and stormwater system.</p> <p><i>You are encouraged to discuss any proposed retaining walls with your adjoining neighbour prior to construction to ensure that the height of the retaining wall is appropriate to suit the finished ground levels on adjacent blocks.</i></p>	
8.	<p>Gates</p>	
	<p>Any gates facing the street and not forming part of an external wall of the dwelling house must have minimum visual impact on the streetscape.</p>	
9.	<p>Landscaping</p>	
	<p>The landscaping of the front yard of the property must be to a standard that reflects the integrity of the streetscape and the quality of the Allotment and:</p> <ul style="list-style-type: none"> (a) the Buyer is to install 12m² of garden forward of the front building alignment which must be shown on working drawings and submitted with building covenant application; 	

ITEM	B. DESIGN GUIDELINES & REQUIREMENTS	CHECK
	<p>(b) must be completed within 3 months after completion of construction of the dwelling; and</p> <p>(c) after completion of construction of the dwelling, good quality turf shall be laid over the remainder of the Allotment and the area of land between the boundary of the Allotment and the kerb line.</p>	
10.	NBN Connection	
	<p>The Blue Gum release is NBN ready, please refer to: www.nbn.com.au/connectedhomes or call 1800 687 626 and speak with your builder regarding connecting to the NBN broadband access network.</p>	
11.	Later Additions and Extensions	
	<p>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.</p>	

C. CONSTRUCTION REQUIREMENTS & GENERAL OBLIGATIONS

ITEM	C. CONSTRUCTION REQUIREMENTS & GENERAL OBLIGATIONS	CHECK
1.	Construction Requirements	
1.1	Keep Site 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 Commencement	
	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 the Ipswich City Council ("the local authority").	
1.3	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.	
1.4	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.	
1.5	Workmanship during Construction	
	All construction works carried out on the Allotment shall be undertaken in a proper and tradesman-like manner.	
1.6	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.	
1.7	Temporary Buildings	
	No dwellings/buildings from another site nor caravan or transportable structure shall be brought onto or erected on the Allotment, before or during the period of construction except in the case of a commercial sanitation unit or foreman's/worker's	

ITEM	C. CONSTRUCTION REQUIREMENTS & GENERAL OBLIGATIONS	CHECK
	shed which shall be located at the street front of the Allotment during the period of construction of the dwelling.	
2.	Excavation	
2.1	Spoil/Fill/Rubbish	
	Fill, rubbish or spoil shall be removed from site and disposed of legally and not placed upon other Allotments.	
2.2	Excavation Depth	
	Excavation shall NOT be deeper than one (1) metre below the natural ground level of the Allotment except for swimming pools, or as may be deemed by the Seller as a special need.	
2.3	Maximum Height	
	Fill shall not exceed one (1) metre from the natural ground level of the Allotment.	
2.4	Existing Levels	
	Existing levels shall be maintained at all boundaries and all cut/fill faces kept a minimum of 500mm clear of each boundary line of the Allotment.	
2.5	Retention of Embankments	
	Any retaining walls shall be erected on the Allotment during or immediately after any relevant excavation works have been completed and prior to the commencement of construction of the dwelling and so as not to cause damage to neighbouring properties unless otherwise permitted by the Seller.	
3.	Environmental Obligations	
3.1	Environmental Protection Act	
	The Buyer shall comply with the provision of the Environmental Protection Act so far as it relates to his/her/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.	
3.2	Erosion and Sediment Management	
	The Buyer shall, whilst undertaking any works including the construction of the dwelling on the Allotment, erect, keep and maintain such devices as are necessary to prohibit the escape of silt, soil, rubbish, water, paint, oils, debris etc from the Allotment.	
4.	Maintenance Obligations	
4.1	Normal Maintenance	
	<p>From the date of purchase of the Allotment, until the completion of all Works, the Buyer shall:</p> <p>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.</p>	

ITEM	C. CONSTRUCTION REQUIREMENTS & GENERAL OBLIGATIONS	CHECK
	<p>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.</p> <p>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.</p>	
4.2	Obligatory Slashing, Maintaining and Cleaning	
4.2.1	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.	
4.2.2	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.	
4.3	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.	
5.	General Obligations	
5.1	Heavy Motor Vehicles	
	Trucks, tractors, prime movers, backhoes, etc whether owned or in the care of the Buyer shall not, under any circumstances, be either parked or stored on the Estate or the Allotment at any time whatsoever unless such trucks, tractors, prime movers or backhoes are being used in respect of the Works.	
5.2	Repair / Restoration of Motor Vehicles	
	A motor vehicle, truck or caravan or other vehicle or trailer shall not be parked either on the street, the driveway or the Allotment for the purpose of being repaired or restored or simply stored. The term 'stored' means parked other than in course of regularly coming to and going from the property. Any repair or restoration of a motor vehicle, truck or caravan carried out on the Allotment shall be undertaken in the lock-up garage of the dwelling.	
5.3	Recreational & Commercial Vehicles, Trailers	
	Any recreational vehicle, commercial vehicle, trailer or caravan shall be either parked or stored behind the building line of the dwelling and are not permitted to be parked either on the street, footpath or in front of the building line of the dwelling.	

ITEM	C. CONSTRUCTION REQUIREMENTS & GENERAL OBLIGATIONS	CHECK
5.4	Off-Street Parking	
	Vehicles shall be parked either in the double lock-up garage or under built cover or on the motor vehicle parking spaces provided on the Allotment.	
5.5	Advertisement / Hoarding Signs	
	<p>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.</p> <p>(a) No more than one (1) "for sale" sign and one (1) "builder's" sign only shall be erected on the Allotment at any one time, each of which shall be no more than one (1) square metre in surface area.</p> <p>(b) Any sign erected on the Allotment shall be of high quality and design and of professional appearance; and</p> <p>(c) 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.</p>	
6.	Trees	
	Trees either on neighbouring Allotments or elsewhere in the Estate shall not be removed, interfered with or damaged.	
7.	Use of the Allotment	
	The Allotment shall only be used for private dwelling purposes.	

D. APPROVAL PROCESS

ITEM	D. APPROVAL PROCESS	CHECK
1.	Building Covenant Approval	
	The following approvals shall be obtained by the Buyers in the following sequence: Step 1 – Building Covenant Approval from Seller Step 2 – Local Authority Approval	
2.	Step 1 – Application for Building Covenant Approval	
	Before the Buyer (or the buyer's 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: Application for Building Covenant Approval , showing compliance with all the necessary requirements as outlined in the Building Covenant: <ul style="list-style-type: none"> ▪ Completed Application Form; ▪ Full copy of Building Plans; ▪ External Colour Scheme Specification; ▪ Landscaping Plan – which includes fencing and 2nd frontage of corner lot treatment if applicable; and ▪ Outline of Extra Appurtenances (Lawn Locker/Garden Shed). 	
3.	Final Approval Advice	
	The Seller shall either issue a building covenant approval within ten (10) 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 ten (10) business days after having received any required amendments.	
4.	Step 2 – Local Authority Approval	
	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.	

BLUE GUM COVENANT APPROVAL - APPLICATION FORM

ALLOTMENT DETAILS

Please circle your lot on the plan.

Lot Number: _____



OWNER DETAILS

Name	
Contact Number	
Email	
Mailing Address	

BUILDER DETAILS

Name	
Contact Number	
Email	
Mailing Address	

ATTACHMENTS

Documents and Plans	Check List
Full Copy of Building Plans – including a Site Plan	
External Colour Scheme	
Landscape Plan (including Fencing / Retaining walls)	
Extra Appurtenances (Lawn Locker / Garden Shed) Plans and Details	

DATE SUBMITTED: _____

Please submit your completed Application Form with Plans to: admin@lenniumgroup.com.au