



STOCKMAN'S

W A Y

BUILDING COVENANT

VERSION 1 - APRIL 2022

WELCOME TO STOCKMAN'S WAY

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 Stockman's Way.

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 **Section C 21.1**
3. Email Application form and plans to: admin@integratedprojectsqld.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 consult the following documents:

- Building Covenant
- Disclosure Plans
- Compaction Report, when subdivision is complete

Any questions please contact: admin@integratedprojectsqld.com.au

BUILDING COVENANT- OVERVIEW

The Building Covenant contains 5 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 Stockman's Way, 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.	
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, or successors in the title of the Buyer.	
3.	Assignment of Building Covenant	
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 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 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
5.	Duration of Building Covenant	
5.1	This building covenant shall continue until a dwelling approved in all respects by the Seller has been completed on the Allotment or 2 years from the date of completion of the initial purchase of the Allotment from the Seller, whichever is the sooner.	
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 REQUIREMENTS

Item	B. Design Requirements	Check
8.	Commencement on Allotment	
8.1	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").	
8.2	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.	
9.	Use of the Allotment	
9.1	The Allotment shall only be used for private dwelling purposes.	
10.	Design	
10.1	Dwelling	
	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.	
10.1.2	Eaves	
	The design of the dwelling constructed on the Allotment shall incorporate no less than 300 mm width eaves to each side (exception: built to boundary walls) unless otherwise approved by the Seller which approval or no approval shall take into consideration the nature and style of the dwelling to be constructed on the Allotment.	
10.1.3	Foundation	
	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.	
10.1.4	Roofing & Stormwater	
	Roofing and the storm water system of the dwelling must be designed such that it aids in the rapid egress of water from the roofing surfaces, including so as to aid in the efficient collection of good quality water in tanks or other storage on site, or if not collected on site, to aid the operation of the storm water system, whether onsite or off, including for example by achieving velocities or volumes which aid silt scouring. The lower level of either a double level or split-level dwelling shall be totally enclosed.	

Item	B. Design Requirements	Check
10.1.5	Vehicular Driveways	
	Vehicular driveways shall be construction at the same time as the dwelling and shall: <ul style="list-style-type: none"> (a) Be not more than five (5) metres width at the street boundary of the Allotment; and (b) Be no less than three (3) metres width at any one point and extend from the kerb line to the garage of the Dwelling. 	
10.2	Materials	
10.2.1	All Materials	
	Only new good quality building materials shall be used for construction of the dwelling.	
10.2.2	External Walls	
	Exterior of all dwellings shall consist of either : <ul style="list-style-type: none"> • Painted cement rendering • weatherboard or feature panelling • or a combination of both • Where brick is proposed it must be selected from the supplies premium range and include the addition of coloured grout. Unless approved the brick element must not dominate more than 50% of any of the external facades 	
10.2.3	Roofing	
	Roofing should comprise of either: <ul style="list-style-type: none"> (a) Corrugated metal roofing (ie Colorbond); or (b) Concrete slate tile (ie Boral Linea) The Seller may refuse to approve reflective roofing ie: materials which either: <ul style="list-style-type: none"> (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. 	
10.2.4	Vehicular Driveways	
	(a) Vehicular driveway/s shall be constructed of either exposed aggregate, stamped coloured concrete or coloured textured concrete. Plain concrete or gravel (or any loose aggregate) driveways are not acceptable to the Seller.	
10.3	Workmanship	
	All Construction and works carried out on the Allotment shall be undertaken in a proper and tradesman-like manner.	
11	Garage/Parking	
11.1	Garage	
	<ul style="list-style-type: none"> (a) A minimum of an 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; and (b) The garage shall, under no circumstances, be used as residential living accommodation and shall only be used for 	

Item	B. Design Requirements	Check
	<p>the storage of motor vehicles and personal items or goods; and (c) Corrugated steel roller doors will not be approved.</p>	
11.2	Off-street parking	
	<p>A minimum of two (2) vehicle parking spaces shall be provided on the Allotment in addition to the requirement of a double lock-up garage. However, such space may be deemed to form part of the vehicular driveway on the Allotment.</p> <p>To accommodate two (2) vehicle parking spaces for allotments 1-7, the main dwelling shall be setback 16m-18m from their southern boundaries.</p>	
11.3	Recreational, Commercial Vehicles and Trailers.	
	<p>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.</p>	
11.4	Motor Vehicles	
	<p>Motor 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.</p>	
12.	Drainage	
12.1	Drainage	
	<p>(a) Storm water shall be discharged to the street channel or drain provided to the Allotment or as required by the local authority or other authority, unless it is captured and retained on site in tanks or other storage; and (b) 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>	
13.	Fences, Gates and Retaining Walls	
13.1	Fencing	
13.1.1	<p>A fence may comprise of Woodland Grey Colorbond panels or timber paling fencing, powder coated aluminium with concrete footings and rendered masonry block or stone piers. Fences shall be built so to meet the surface ground level.</p>	
13.1.2	<p>Corner fencing must be designed to provide an attractive appearance and would be anticipated to be of rendered masonry block or powder coated aluminium or Woodland Grey Colorbond or timber paling fencing or composite material.</p>	
13.1.3	<p>Fences constructed forward of the front building alignment must be 50% transparent and a maximum height of 1.2m.</p>	
13.2	Retaining Walls	
	<p>Retaining walls are to: (a) match the existing subdivisional walls and be painted Woodland Grey (Colorbond Colour); (b) Must comply with any relevant building authority code;</p>	

Item	B. Design Requirements	Check
	(c) All fences on retaining walls will be erected to local authority standards and to load bearing standards. All fences to be erected on retaining walls (not forming part of an external wall of the dwelling house) will be constructed of Woodland Grey (Colorbond) fencing or timber paling fencing with concrete footings and not to be higher than local authority specifications.	
13.3	Maximum Height	
	The maximum height of fences must be in compliance with local authority guidelines.	
13.4	Gates	
	Any gates facing the street and not forming part of an external wall of the dwelling house must be constructed of Woodland Grey Colorbond or powder coated aluminium or similar and have minimum visual impact on the streetscape.	
14.	Landscaping	
14.1	Plants	
14.1.1	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 must be completed after completion of construction of the dwelling.	
14.1.2	The Buyer is to install a minimum 12m ² of garden forward of the front building alignment and must be shown on the working drawings submitted pursuant to clauses 8 and 21 of this building covenant.	
14.2	Turf	
	After completion of construction of the dwelling, good quality turf or artificial turf shall be laid over the remainder of the Allotment.	
14.3	Maintenance	
	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.	
14.4	Erosion Costs and Claims	
	The Buyer indemnifies the Seller against the Seller's costs, including without limitation the costs of reimbursing the local authority, of cleaning, removing or otherwise making good, soil or other substances eroded from the Allotment before all the landscaping works in clauses 14.1.1 and 14.1.2 have been completed.	
15.	Signs	
15.1	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.	

Item	B. Design Requirements	Check
15.2	Size / Number	
	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.	
15.3	Design	
	Any sign erected on the Allotment shall be of high quality and design and of professional appearance.	
15.4	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.	
16.	Appurtenances	
16.1	Antennae / Aerials	
	External TV antennas and other aerials on 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.	
16.2	Satellite Dish	
	Any satellite dish shall be located below the roofline and located at the rear of the dwelling.	
16.3	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. It is preferred that the storage tank of a solar panel system not be visible from the street frontage of the Allotment and shall be below the height of the adjacent ridge line of the dwelling. The Seller may require a relocation of the proposed installation other than for merely enhancing or preserving or the external appearance of the dwelling. For example, a relocation may be required to maximize the available roof space for later installation of other solar panels (whether hot water or photovoltaic), to minimize the impacts of noise or other nuisances on the Allotment or adjacent land.	
16.4	Clotheslines	
	All clotheslines shall be screened or otherwise not visible from the street.	
16.5	Letterboxes	
	(a) A letterbox that is approved by the Seller shall be erected on the Allotment to meet Australia Post requirements; and (b) Letterboxes must be of pillar style and compliment the materials and colours used in the façade of your home.	
16.6	Barbeques	

Item	B. Design Requirements	Check
	Barbeques shall be screened from public view and constructed of materials which harmonize with the exterior walls of the dwelling.	
16.7	Incinerators	
	Incinerators shall not, under any circumstances, be permitted on the Allotment.	
16.8	Air-Conditioners	
	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. Air-conditioning units which are part of a solar hot water system are subject to clause 16.3 above.	
16.9	Lawn Locker / Garden Shed	
	Only one (1) lawn locker / garden shed shall be erected on the allotment, which shall: (a) be located at the rear of the dwelling; (b) be screened from the view from the front of the Allotment; (c) be complementary to the dwelling so far as design and external colours are concerned; (d) be constructed of Colorbond.	
16.10	Street Number	
	A street number shall be erected on or about the dwelling so as to be visible from the street to which the Allotment fronts.	
17.	Later Additions and Extensions	
	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.	
18.	Temporary Buildings	
	No dwellings/buildings from another site nor caravan or transportable structure shall be brought onto or erected on the Allotment including during the period of construction except in the case of a commercial sanitation unit or foreman's/worker's shed which shall be located at the street front of the Allotment during the period of construction of the dwelling.	

C. APPROVAL PROCESS

Item	C. Approval Process	Check
19.	Definition	
	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.	
20.	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	
21.1	Step 1 – Application for Approval	
	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: Application for Building Covenant Approval , showing compliance with all the necessary requirements identified in these Building Covenant: Namely: <ul style="list-style-type: none"> ▪ Completed Application Form; ▪ Full copy of Building Plans; ▪ External Colour Scheme Specification; ▪ Landscaping Plan; and ▪ Outline of Extra Appurtenances (Lawn Locker/Garden Shed). 	
21.2	Final Approval Advice	
	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 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.	
22.	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.	

D. CONSTRUCTION PROCESS

Item	D. Construction Process	Check
1.	Construction Obligations	
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	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.	
1.3	Improvements	
	All works on the Allotment shall be undertaken only in accordance with working drawings and specifications of the dwelling duly approved in writing by either the Seller or the Seller's agent.	
1.4	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.	
1.5	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.	
1.6	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.	
2	Environmental Obligations	
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.	

Item	D. Construction Process	Check
2.2	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.	
2.3	Erosion and Sediment Control Management Plan	
	The Buyer shall, at the same time as they submit the application referred to in clause 21.1, submit to the Seller for its approval, an erosion and sediment control management plan for the Allotment.	
2.4	No Waiver	
	Performance of its obligations under this clause 2.3 does not relieve the Buyer of its obligations under clause 14.4, nor does approval of an erosion and sediment control plan under clause 2.3 amount to a waiver of the Sellers rights under clause 14.4.	
3.	Care and Maintenance Obligations	
3.1	Normal Maintenance	
	<p>From the date of purchase of the Allotment, until the completion of all Works, the Buyer shall:</p> <ul style="list-style-type: none"> (a) Maintain the appearance of the Allotment by slashing/mowing as required to maintain a neat and tidy appearance; (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 (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.	

Item	D. Construction Process	Check
4.	General Obligations	
4.1	Animals	
	The Buyer shall not keep or raise or breed any livestock or poultry on the Allotment.	
4.2	The Buyer shall not keep more than two (2) prescribed animals on the Allotment. For the purpose of this clause "prescribed animals" means cats and dogs.	
4.3	Heavy Motor Vehicles	
	Trucks, tractors, prime movers, backhoes, caravans 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.	
4.4	Repair / Restoration of Motor Vehicles	
	A motor vehicle, truck or caravan or other vehicle or trailer shall not be parked either on the driveway or 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.	

E. STOCKMAN'S WAY 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	
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@integratedprojectsald.com.au