



Building & Landscape Codes



1.1 DEFINITIONS

The development "The Sanctuary" is referred to as the *Estate*.

"Lot" is referred to as an allotment within the Estate.

The "Dennis Precinct" refers to lots 1 to 42 ranging in size from 1200m² and less than 2000m².

The "Shailer Precinct" refers to lots 43 to 180 ranging in size from 600m² and less than 1200m².

2 DESIGN REQUIREMENTS

2.1 EXPLANATION AND AIMS

2.1.1 GENERAL

The Buyer acknowledges that the Lot being purchased, pursuant to the contract of which these Codes form part ("Lot"), is part of a planned residential development. These Codes are designed to achieve the following:-

- (a) To promote a high standard of design and construction; and
- (b) To maintain and protect the value of residential dwellings therein; and
- (c) To retain the physical nature of the environment and encourage visual amenity by requiring top quality site landscaping by the Buyer.

2.1.2 OCCUPATION

No residential occupation of a residence constructed on the Lot shall take place until such time as the residence has been issued with a final approval by the Council of the City of Logan.

2.1.3 FUTURE SALE

The Buyer shall on the future sale of the Lot include these Codes as a condition to be met by any subsequent buyer.

2.1.4 BUYER BOUND BY CODES

The Buyer agrees to be bound by the provisions of these Codes.

2.1.5 BREACH OF CODES

The Buyer acknowledges that the Seller may enforce its right against the Buyer/s, his or their respective executors, administrators and assigns and agents, servants, contractors or workmen of the Buyer, in respect of this or any other clause in the Codes by way of an application for an injunction issued by the Supreme Court of Queensland or any other Court of competent jurisdiction on the application of the Seller in respect of any breach thereof, or any attempt to do so by the Buyer/s, his or their executors, administrators or assigns or agents, servants, contractors or workmen.

2.1.6 REZONING

The Buyer further covenants and agrees with the Seller that neither the Buyer nor any successor or successors in title of the Buyer shall object to or appeal against any application by the Seller to zone or rezone, or for consent use under the town planning scheme to the Council of the City of Logan or to the relevant Minister in respect of the Estate or any part of the Estate from time to time owned by the Seller.

2.1.7 LAND USE

Lots within the *Estate* shall only be used for single private dwellings and the Buyer cannot apply to change the usage of the land without the express written permission of the Seller.

2.1.8 ARCHITECTURAL AND LANDSCAPE DESIGN

- (a) Dwellings are to be designed to respond to the Queensland climate in terms of orientation, ventilation and shading to achieve integration with the natural landscape.
- (b) Building walls which present as large exposed surfaces that may be reflective are discouraged.
- (c) Slope sensitive design is to be employed on all Lots with slope or level change exceeding 15% (1 in 6.67). Their designs should minimize earthworks and include contemporary pole homes, concrete framed houses with suspended floors which overlay the natural contours and split level dwellings with suspended floors.
- (d) Cutting and/or filling shall not exceed 1.5 metres in height unless incorporated into a level change within the dwelling footprint.
- (e) Architectural and landscape design should achieve a high degree of privacy, design and solar efficiency, with no allotments side by side having the same format building elevation to the street.
- (f) All building elevations shall be articulated so as not to present a single unbroken façade to the street.
- (g) Garages/car accommodation shall not dominate the streetscape.
- (h) All buildings and landscape structures shall be architecturally appealing and ensure a variety of built form.
- (i) Landscape planting is to be provided wherever practical to soften the appearance and give scale to dwellings and fences. The landscape treatment should also be in harmony with that of adjoining allotments.

2.2 GENERAL CODES

2.2.1 RIGHT TO VARY CODE

The Seller shall have the right in respect of the sale of this or any other Lot in the Estate to vary the Codes contained herein and in that event the Buyer shall have no claim whatsoever against the Seller.

2.2.2 SET BACKS

Set backs for allotments shall comply with the planning scheme of the Council of the City of Logan and Part 12 (Design and siting standard for single detached housing- on lots over 450m²) of the Queensland Development Code. The setback requirements are:

- (a) The minimum front (Road) boundary setback shall be 6.0m to the main building line.
- (b) Minimum side boundary setbacks for single storey dwellings shall be 1.5m.
- (c) Minimum side boundary setbacks for two (2) storey dwellings shall be 2.0m.
- (d) Minimum rear boundary setbacks shall be 3.0m subject to easement and private open space requirements.
- (e) For setback purposes on corner Lots, the rear boundary shall be defined as the shorter of the non-road front boundaries.

2.2.3 MAXIMUM HEIGHT

The maximum height of any residence shall be two (2) storeys in accordance with Part 12 (Design and siting standard for single detached housing- on lots over 450m²) of the Queensland Development Code which states:

- (a) Maximum permissible height is two (2) storeys. Building height shall not exceed 8.5m above finished ground level to the highest part of the building, not including vent pipes or antennae.

2.2.4 SITE COVERAGE

In accordance with the Council of the City of Logan's Planning Scheme for residential developments, the maximum site coverage for a residence including ancillary buildings is:

- (a) 50% of the site area for allotments from 600m² to 1000m²;
- (b) 40% of the site area for allotments from 1000m² to 2000m².

2.2.5 GARAGES/PARKING

Every residence shall have a double lock-up garage plus provide two (2) additional car parking spaces on the Lot.

Carports are not permitted.

2.2.6 DETACHED BUILDINGS

Any approved detached building shall be constructed in similar materials used in the residence. The design of detached buildings shall be integrated with that of the residence.

2.2.7 ADDITIONS AND EXTENSIONS

All additions and extensions to the residence and detached buildings and any verandahs, pergolas, retaining walls, swimming pools and other structures are subject to the code requirements of the residence and application for final approvals must be made to the Council of the City of Logan in the same manner as the original building application.

2.2.8 DISPLAY HOMES

The Buyer shall not erect or cause to be erected a residence for display purposes on any allotment unless participating in the QMBA Display Village on the Estate.

2.2.9 CARAVANS AND VEHICLES

All trailers, caravans, mobile homes and boats must be parked at the rear of the residence so as not to be visible from the street and/or parkland. No vehicle over three tonnes shall be kept on any Lot. Unregistered Vehicles are not to be stored on the Lot or parked on any road within the Estate.

2.2.10 COMMERCIAL USE

No business or commercial undertakings shall be operated from any residence without prior Council of the City of Logan approval.

2.2.11 TREE REPLACEMENT

The Buyer, his agents, servants, contractors or workmen employed by him, shall not interfere or permit interference, damage or destruction of any landscaping on the Estate or the removal of any trees, plants, shrubs, grass or vegetation placed on the Estate by the Seller. If the Buyer, his agents, servants, contractors, or workmen employed by him damage any tree, plant, shrub, grass or vegetation placed on the Estate by the Seller then the Buyer shall be required to repair, or if necessary, replace such tree, plant, shrub, grass or vegetation with an identical species of the same size and quality.

2.2.12 FOOTPATH REPLACEMENT

The Buyer shall not interfere or permit interference with any footpaths or pathways on the Estate. If the Buyer or any of the Buyer's employees or contractors damage any footpaths or pathways, the Buyer shall repair or where necessary replace such footpaths or pathways.

2.3 CONSTRUCTION OBLIGATIONS

2.3.1 GENERAL

The Buyer shall ensure that the Lot is kept in a neat and tidy state and maintained free of weeds, overgrown grass and rubbish before, during and after construction. No excavation material, trees, builder's rubbish or waste of any kind shall be deposited on neighbouring Lots.

2.3.2 TEMPORARY BUILDINGS

No temporary buildings, caravans, tents, or temporary dwelling or structures shall be erected on the Lot during the period of any construction.

2.3.3 EXCAVATION AND REMOVAL OF SOIL

No excavation of the Lot shall commence unless a building permit has been issued by the Council of the City of Logan.

No soil shall be removed from or placed on the Lot except by way of excavation, only in accordance with approved Council of the City of Logan plans and the soil from foundations and swimming pools. Soil shall not be removed from or placed on other Lots or parklands. Topsoil for landscaping purposes only shall be permitted.

2.3.4 EXISTING LEVELS

Existing levels shall be maintained at all boundaries. Cut and fill faces shall be kept clear of all boundary lines in accordance with the regulations of the Council of the City of Logan.

2.3.5 RETENTION OF EARTHWORKS

All embankments cut and filled and other earthworks shall be retained as prescribed by the regulations of the Council of the City of Logan which state:

- (a) All retaining walls above 1.5m in height above natural ground level must be set back a minimum of half the retaining wall height from the allotment boundary,
- (b) If the retaining wall exceeds 1.5m in height:
 - a. Minimum setback from the allotment boundary must be equal to the height of the retaining wall, and
 - b. Have a minimum step of 0.75m for every 1.5m in height.
- (c) Must not exceed 45 degrees angle of repose to adjoining buildings.

Where retaining walls are required by the Council of the City of Logan, they shall be constructed of masonry, concrete sleepers or other approved materials complete with drainage at the foot of each wall. All retaining walls shall be installed immediately after all site works have been completed and inspected by Council of the City of Logan prior to the commencement of construction of the residence.

2.3.6 DRAINAGE

All stormwater drainage shall be discharged to the street channel or local authority drains as required by the Council of the City of Logan.

2.4 BUILDINGS

2.4.1 DESIGN

The Buyer shall not use, nor permit to be used, any residence for any purpose other than as a single private residence. The residence shall be designed to suit the site, taking into account orientation and levels. Two (2) storey residences shall be such that design consideration is given to the privacy of neighbouring residences in relation to balconies, decks and verandahs.

2.4.2 FLOOR AREA

For allotments in the Shailer Precinct, the total minimum floor area, to inside facia, shall be no less than 230sqm.

For allotments in the Dennis Precinct, the total minimum floor area, to inside facia, shall be no less than 270sqm.

This includes all soffits, entry porches, breezeways, roofed external living area and garages.

2.4.3 MATERIALS

The use of new materials only shall be permitted. No second-hand or sub standard materials shall be used in any construction.

2.4.4 WORKMANSHIP

All workmanship and construction shall be of first quality, carried out in a tradesman like manner and be in accordance with the best trade practices.

2.4.5 EXTERNAL WALL MATERIALS

External wall finishes on all levels and all elevations must be approved by the Seller and should be constructed of rendered finishes, face brick, or other materials contemplative of the contemporary Australian style. The use of sheet metal, reflective or non-reflective, and similar materials are unacceptable. Composite finishes to street facia are at the discretion of the Seller.

The use of full fibre cement cladding is acceptable and must be either coated or painted to complement the design of the home and the amenity of the estate and is at the discretion of the Seller.

2.4.6 ROOFING

All roofing shall be concrete, terracotta roof tiles, approved shingles, slate or colorbond® coated metal deck. Unpainted galvanised iron, zincalume or other highly reflective materials are not permitted.

2.4.7 GLASS

The use of mirror or highly reflective glass is not permitted.

2.4.8 GARAGES

All garages shall be double lock up and shall be constructed at the same time as the residence. Garages generally shall be attached to the residence, however, if a separate building, they must be of similar design to the main residence and be of identical materials, finishes and colours.

The use of full fibre cement cladding for a separate garage is prohibited.

2.4.9 DRIVEWAYS

All driveways shall be constructed prior to occupation of the residence. All driveways shall run from the kerb to the garage face and be constructed of pavers, concrete with exposed aggregate, integrally coloured textured concrete, stamped coloured concrete or plain concrete. Painted concrete driveways shall not be accepted.

2.5 APPURTENANCES

2.5.1 Incinerators

Incinerators shall not be permitted.

2.5.2 Barbeques

All fixed barbecues shall be constructed of a material that matches the residence and shall be located so that they are not visible from the street.

2.5.3 Clothes Lines

Clothes lines shall be designed, taking into account location and aesthetics, and shall not be visible from the street or parklands.

2.5.4 Air Conditioners

Air conditioners shall be low profile, located below the eaves line, and shall be screened from view and be painted to match the general building colour.

2.5.5 Solar Panels

Solar panels shall be designed to complement the building.

2.5.6 Letter Boxes

Letter boxes shall be designed to complement the building.

2.5.7 Garden Sheds

Garden sheds must be of coloured metal (colorbond®) being a maximum of 3m x 3m in plan and 2.1m in height and concealed from the street and/or parkland.

For sheds exceeding 3m x 3m in plan and 2.1m in height, it must be of similar design to the main residence and be of identical materials, finishes and colours. The use of full fibre cement cladding in this instance is prohibited.

2.5.8 Rainwater Tanks

Rainwater tanks are encouraged in the interest of water conservation and for providing water for irrigation and hosing. The installation of rainwater tanks must be done in an aesthetic and appropriate manner. They must be installed either underground or under the eaves in a colour matching the dwelling. Tanks must not be visible from the street.

2.5.9 Swimming Pools

No above ground swimming pools are permitted. All swimming pools must comply with the Council of the City of Logan standards and regulations and must be approved by that authority.

The apron of the swimming pool must be a minimum of one (1) metre from the boundaries.

2.6 FENCES

2.6.1 ALLOTMENT FENCES

Fences shall not exceed 1.8 metres in height and must be Koala friendly fencing as required by the Council of the City of Logan and Colorbond® fences will not be accepted.

2.6.2 EXISTING FENCES

Fencing to boundaries which adjoin park reserves, pathways, bikeways or other such areas as erected by the Seller are to be retained. Any damage to these fences by the Buyer during the construction process must be rectified.

2.6.3 COMPLETION

All fencing can be completed after occupancy and the Buyer must apply for all fencing permits when submitting plans to the Council of the City of Logan.

2.6.4 LIABILITY

Notwithstanding anything to the contrary in the "Dividing Fences Act 1953", the Seller shall not be bound to contribute to the construction of any dividing fence between any Lot sold and any adjoining Lots owned by the Seller, or any parkland or reserve.

3 LANDSCAPING

3.1.1 Turfing and Landscaping

The Buyer shall be responsible for turfing the Lot with high quality turf from the face of any building to the rear of the street kerb and the balance of the Lot including the rear yard. In

addition to the turfing, the Buyer shall provide additional landscaping in the form of selected native trees and shrubs to approximately 25% of the area between the face of the building and the front property line.

4 SIGNS

4.1 GENERAL

Signs will not be permitted on any Lot with the exception of the following:-

- (a) One builder's sign not exceeding 1 metre square at time of construction. Sign is to be removed on completion of construction.
- (b) One sign advertising the sale of the residence not exceeding 1 metre square to be erected after the removal of the builder's sign.

5 REGISTERED STATUTORY COVENANTS

These Statutory Covenants have been developed to satisfy the conditions of the Court-issued Development Approval BD 1993 of 2005 (Dated 7 September 2005).

5.1 Vegetation Conservation Covenant

Purpose

The purpose of this Covenant is for vegetation conservation, (including for passive recreational use which does not impact upon the vegetation and natural environment) in the Covenant Area which is a 3 metre wide strip of land at the rear of Lots 1-6 on the Plan in Appendix A.

How will it be achieved?

By prohibiting use or construction that will impact on the area, unless no other engineering alternatives can be found.

Wording

- (a) *The landowner shall not cut down, damage or remove the vegetation in the Covenant Area, subject to (b).*
- (b) *The landowner must maintain the Covenant Area and keep it free of leaf litter and other fire fuel, so that the danger of bushfire will be lessened.*
- (c) *The landowner will not erect or site any structures in the Covenant Area, whether temporary or permanent and all services, including sewerage, water, electrical, communication and stormwater and any cut/fill batters shall be located entirely external to the Covenant Area, except where no other feasible engineering*

alternative exists. All buildings and ancillary structures (such as sheds, garage, swimming pool, tennis court, water tanks and the like) shall also be located entirely external to the Covenant Area, except where no other feasible engineering alternative exists.

- (d) *Any vegetation proposed to be cleared in the Covenant Area will require the written approval of the Council of the City of Logan prior to clearing.*

5.2 Bushfire Mitigation Covenants

Purpose

The purpose of this Covenant is to ensure that any future development of Lots 1-43, 68-75 and 80-82 on the Plan in Appendix A by a landowner will be protected from bushfire risk (as far as is practicable).

How will it be achieved?

- (a) *By ensuring that any building proposed to be constructed on the Lots by a landowner must be constructed in accordance with Australian Standard AS3959- for buildings in bushfire prone areas.*
- (b) *By ensuring that any combustible structure constructed on Lot 1 on SP 197185 by a landowner, which Lot has direct exposure to the environmental park, shall be located a minimum of 20 metres from the southern boundary of the Lot to provide a managed fuel regime consisting of a 10 metre inner radiation zone and a 10 metre outer radiation zone.*

Wording

- (a) *Any proposed buildings on Lots 1-43, 68-75 and 80-82 must be constructed in accordance with Australian Standard AS3959-1999 "Construction of Buildings in Bushfire Prone Areas".*
- (b) *Any combustible structure located on Lot 1, which has direct exposure to the environmental park, shall be located a minimum of twenty metres from the southern boundary to provide a managed fuel regime, consisting of a ten metre inner radiation zone and a ten metre outer radiation zone.*

5.3 No Cats or Dogs Covenant

Purpose

To ensure that local fauna is protected from injury by cats and dogs.

How will it be achieved?

By ensuring that no cats or dogs are permitted on the Lots unless required by persons who are hearing or visually impaired, are approved by the Council of the City of Logan and are not allowed to roam freely outside of their owner's Lot.

Wording

No cats or dogs are permitted on the Lots unless required by persons who are hearing or visually impaired, are approved by the Council of the City of Logan and are not allowed to roam freely outside of their owner's Lot.

5.4 Traffic Noise Attenuation Covenants (General Requirements)

Purpose

The purpose of this traffic noise attenuation Covenant is to protect the noise amenity for the occupier of the dwellings on the Lots from traffic noise generated on Daisy Hill Road.

How will it be achieved?

To ensure that dwellings to be constructed on Lot 1 on SP 197185 and Lots 43-55 and 135-142 on SP 197184 in the Plan in Appendix A are designed and constructed in accordance with Australian Standard AS3671-1989 "Acoustics–Road Traffic Noise Intrusion – Building siting and construction".

Wording

- (a) *Any dwelling to be constructed on Lots 1 on SP 197185 and Lots 43-55 and 135-142 on SP 197184 in the Plan in Appendix A by a landowner must be designed and constructed in accordance with Australian Standard AS3671-1989 "Acoustics - Road Traffic Noise Intrusion – Building Siting and Construction", so that the outcome is compliance with the internal criteria specified in AS/NZ S2107:2000 "Acoustics – Recommended Design Sound Levels and Reverberation Times for Building Interiors".*

Typical construction components in compliance with AS 3671 – 1989, are as follows:

Building Component	Construction in Compliance with AS3671-1989
External Walls	Standard brick veneer construction
Roof/Ceiling	Concrete tile roof with 50mm insulation between ceiling joists or Colorbond sheeting roof with 75mm insulation between ceiling joists
Windows	6.38mm to 6.78mm laminated glass on sliding windows and glass doors facing the road

	In most cases, windows/glass doors tested to comply with noise insulation requirements can be purchased without a need for custom design
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The acoustic design of the dwelling requiring traffic noise insulation has to be certified by the Acoustical Engineer. Further advice on the certification requirements should be obtained from the Building Certifier.

6 Plan and Information Checklist

<u>Code Item</u>	<u>Yes</u>	<u>No</u>
House floor plans		
Elevations		
Roof Plan		
Site Plan		
Landscape Plan		

The plans should be mailed to:

Covenant Assessment Department
Rix Developments
PO Box 1
Ashmore City Qld 4214
Phone: (07) 5539 2422
Fax: (07) 5539 2822
Email: ncr@rixdev.com.au

SIGNING PROVISIONS

Stage:

Allotment:

I have read "The Sanctuary" Building and Landscaping Codes agreement with the consultant named below, I understand the architectural, landscaping and site requirements, and agree to be bound by the provisions of such Codes.

Sales Consultant:

Buyer's Name:

Buyer's Signature:

Witness:

Seller's Name: NCR Securities Pty Ltd ACN 097 185 110

Seller's Signature:

Witness:
