



*Spring Gully*

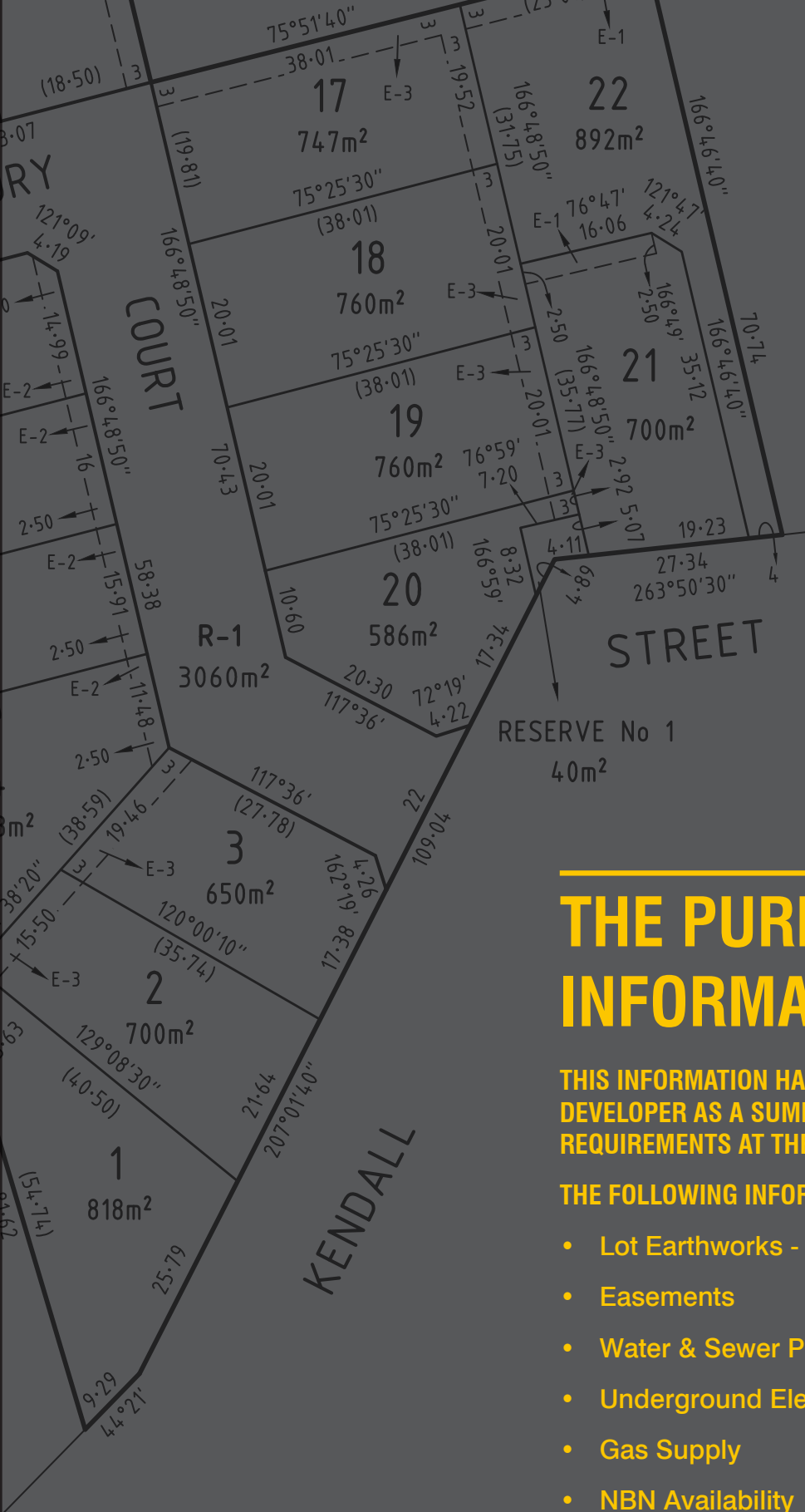
RISE

# LAND OWNERS INFORMATION PACK

JULY 2018

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[www.springgullyrise.com.au](http://www.springgullyrise.com.au)



# THE PURPOSE OF THIS INFORMATION?

THIS INFORMATION HAS BEEN PROVIDED ON BEHALF OF THE DEVELOPER AS A SUMMARY OF THE KEY FEATURES AND REQUIREMENTS AT THE SPRING GULLY RISE DEVELOPMENT.

THE FOLLOWING INFORMATION IS INCLUDED IN THIS REPORT:

- Lot Earthworks - Level 1 Filling
- Easements
- Water & Sewer Property Connections
- Underground Electrical
- Gas Supply
- NBN Availability
- Protective Covenants
- Fencing
- Bushfire Management Overlay
- Bushfire Attack Level (BAL)
- Section 173 Legal Agreement

## **LOT EARTHWORK - LEVEL 1 FILLING**

Filling and compaction (Level 1 supervision) is in accordance with AS3798-1996, using selected imported clean material, including trimming to shape all as detailed on the drawings. Compaction shall be to a minimum 95% standard density ratio with moisture control within +/- 3% of Optimum Moisture Content.

Level 1 filling, what does this mean in simple terms? It means the filling is to be compacted to achieve a similar or better compaction and density than natural ground and a geotechnical engineer has supervised and approved these works. It should mean there will be no significant extra cost to build on the level 1 filled areas.

## **EASEMENTS**

An easement is a section of land registered on your title which gives someone the right to use the land for a specific purpose even though they are not the land owner. A common example of this is a sewer easement.

If you wish to build over an easement, you will need to get consent from whoever the easement is vested in e.g. Coliban Water. For information on easement locations please refer to your property title on the plan of subdivision.

## **WATER AND SEWERAGE PROPERTY CONNECTIONS**

Spring Gully Rise is serviced by town water and reticulation sewer. Each property has a sewer and water connection available. The sewer connections have been constructed within the boundary of each property. Information specifying the location and depth of the property connection can be obtained from Coliban Water.

## **UNDERGROUND ELECTRICAL**

Spring Gully Rise is serviced by underground electricity, each property has been supplied with an electrical pit at its boundary where connection is to be taken from. For any issues during connection please contact Powercor Australia.

## **GAS SUPPLY**

Spring Gully Rise is serviced by underground natural gas, each property has a gas connection available. For any connection issues please contact AusNet Services.

## **NBN AVAILABILITY**

Spring Gully Rise will be an NBN ready development. The nbn network is an exciting upgrade to Australia's existing landline phone and internet network. It's designed to provide every Australian with fast and reliable services for decades to come.

## **PROTECTIVE COVENANTS**

For information of the protective covenants at Spring Gully Rise please refer to Appendix A of this report.

## **FENCING**

All boundary fencing within the development shall be constructed with a Colourbond fence of the colour "Monument" of 1.8 metres in height, inclusive of a bottom plinth of 0.15 metres. The height shall reduce in accordance with normal fencing design in the first two panels of each side boundary from the front boundary.



## BUSHFIRE MANAGEMENT OVERLAY

Like much of Bendigo this development is within a Bushfire Management Overlay (BMO). Normally you are required to obtain a planning permit to construct a dwelling when your land is within a BMO, however this is not required for this development as this has been resolved through the planning permit for the overall subdivision of the land. However please note this development is also covered by a Significant Landscape Overlay which may require you to obtain a planning permit to construct your dwelling.

Spring Gully Rise has a specific Bushfire Management Plan (Appendix D) applicable to each lot. The Bushfire Management Plan outlines the additional requirements on you as a future land / house owner to reduce fire risk. These requirements are summarised below.

### DEFENDABLE SPACE

1. Grass must be short cropped and maintained during the declared fire danger period.
2. All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period.
3. Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building.
4. Plants greater than 10 centimetres in height must not be placed within 3m of a window or other glass feature of the building.
5. Shrubs must not be located under the canopy of trees.
6. Individual and clumps of shrubs must not exceed 5sq metres in area and must be separated by at least 5 metres.
7. Trees must not overhang or touch any elements of the building.
8. The canopy of trees must be separated by at least 5 metres.
9. There must be a clearance of at least 2 metres between the lowest tree branches and ground level

### BUILDING CONSTRUCTION

Buildings will be designed and constructed to the minimum Bushfire Attack Level designated for the site in accordance with AS3959-2009.

### WATER SUPPLY

11. 5,000 litres of effective water supply for firefighting purposes will be provided which meets the following requirements:

- Is stored in an above ground water tank constructed of concrete or metal.
- All fixed above-ground water pipes and fittings required for firefighting purposes must be made of corrosive resistant metal.
- The water supply may be in the same tank as other water supplies provided that a separate outlet is reserved for fire fighting water supplies.



## SIGNIFICANT LANDSCAPE OVERLAY (SLO)

The lots within this development are covered by a Significant Landscape Overlay (SLO1) under the Bendigo Planning Scheme. The SLO1 aims to ensure that the development of land and the removal of native vegetation are not detrimental to the natural environment and character of the area. You as the purchaser may require a planning permit to construct a dwelling or carry out works.

A permit is not required to construct a building or carry out works provided all the following requirements are met:

- The total area of all buildings and hard surfaced and impervious areas (including driveways, tennis courts and swimming pools) at ground level is less than 40 per cent of the site; and
- The building or works are not under the canopy of a tree which is 5 metres or more in height.

There may be other requirements under the SLO1 which may require you as the purchaser to obtain a permit, we therefore recommend contacting Council or your building surveyor to determine this.

## BUSHFIRE ATTACK LEVELS (BAL'S)

A Bushfire Attack Level (BAL) is a means of measuring the severity of a building's potential exposure to ember attack, radiant heat and direct flame contact. A BAL is the basis for establishing the requirements for construction (under the Australian Standard AS 3959-2009 Construction of Buildings in Bushfire Prone Areas), to improve protection of building elements from bushfire attack.

Each lot within this development has already been assessed and given a BAL.

- All lots within this development (except Lots 8 & 9) have a BAL of 12.5.
- Lots 8 & 9 have a BAL of 29.
- Lots 8 & 9 also have a Building Envelope, illustrating the location a dwelling can be constructed and maintain the BAL of 29. **See** Appendix D (Bushfire Management Plan).

## SECTION 173 LEGAL AGREEMENT

Each lot within the development has a legal agreement registered on title which outlines some specific requirements to be adhered to. Therefore you as the future land owner, builder and or resident must be aware of these requirements. The specific requirements are outlined in Appendix F (Section 173 Agreement).

In summary the agreement requires the following:

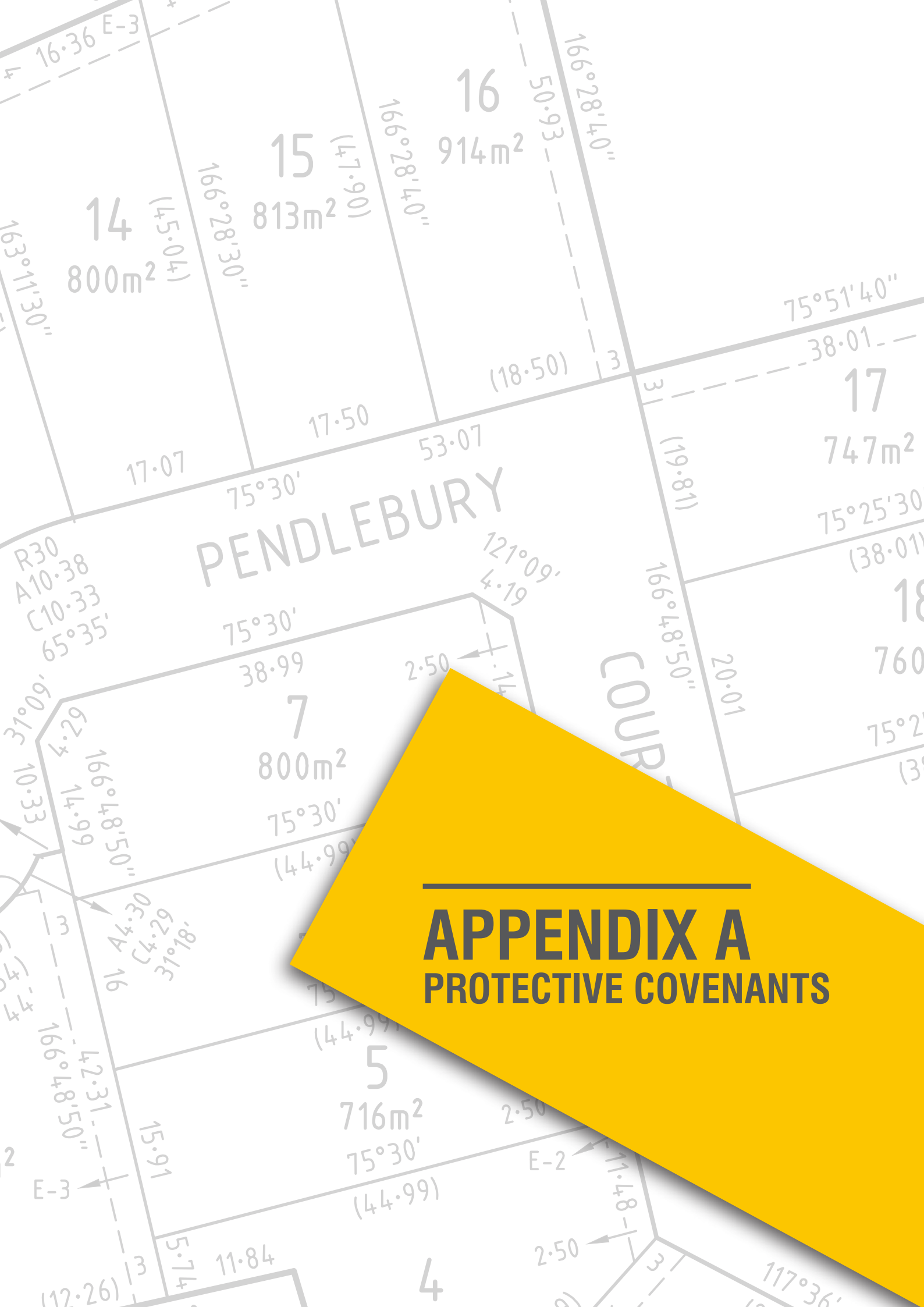
### MINIMUM GARDEN AREA REQUIREMENT:

When designing your future home, consideration must be given to achieve the minimum garden area on the lot. All lots within Spring Gully Rise must have a minimum of 35% of the lot set aside as garden area. Garden areas include open entertaining areas, lawns, garden beds, swimming pools and the like. Appendix E (Minimum Garden Area) describes this requirement in detail.

### BUSHFIRE MANAGEMENT PLAN:

Each lot within the development is covered by a Bushfire Management Plan (Drawing No. 304341-BMS – V1, dated 28/8/2017). The Bushfire Management Plan (Appendix D) outlines the additional requirements on you as a future land/house owner to reduce fire risk.





PENDLEBURY

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**APPENDIX A**  
**PROTECTIVE COVENANTS**



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**COVENANT TO BE INSERTED IN TRANSFER Lot 1**

AND the Transferee with the intention that the benefit of this Covenant shall be attached to and run at law and in equity with every Lot on Plan of Subdivision No. PS815348M (the Plan) other than the Lot hereby transferred (burdened land) and that the burden of this Covenant shall be annexed to and run at law and in equity with the burdened land does hereby for himself, his heirs, executors, administrators and transferees, and as separate Covenant covenants with the Transferor and the registered proprietor or proprietors for the time being of every Lot on the Plan and every part or parts thereof other than the burdened land hereby transferred, that the Transferee, his heirs, executors, administrators and transferees shall not at any time

A. On the burdened land or any part of parts thereof:

- (a) build, construct or erect or cause or permit to be built, constructed or erected any building other than one private dwelling house (constructed of all new materials) having an area of not less than 115 square metres within the outer walls thereof (such area to be calculated by excluding the area of any carports, workshops, garages, terraces, patios, pergolas or verandahs attached to such house) provided that nothing herein contained shall prohibit the erection on the said land of a garage and/or other normal residential outbuildings where a private dwelling house is or is being erected on the said land.
- (b) build, construct or erect or cause or permit to be built, constructed or erected any garage and/or normal residential outbuilding having a height greater than 4 metres which together have a total aggregate floor area greater than 60 square metres provided that in calculating such total aggregate area of 60 square metres,
  - (i) The floor area of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land shall be ignored and ,
  - (ii) The floor area of any normal residential outbuilding with a floor area not exceeding 10 square meters shall be ignored,and further provided that nothing herein contained shall be construed as limiting the height of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land.
- (c) build, construct or erect or cause to be built, constructed or erected any dwelling house, garage or normal residential outbuilding unless the whole of any such structure is situated not less than 4 metres from the front boundary of the burdened land.
- (d) build, construct or erect or cause or permit to be built constructed or erected any fence on the title boundaries (excluding the front boundary) other than a Colourbond fence of the colour " Monument " of 1.8 metres in height inclusive of a bottom plinth of 0.15 metres . This height shall reduce in accordance with normal fencing design in the first two panels of each side boundary from the front boundary. This shall not apply to any part of the dwelling construction forming part of the title boundary.



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- (e) move thereon any building which has been wholly or partly completed nor any part thereof.
  - (f) build or construct or cause to be built or constructed any driveway unless such driveway is constructed from concrete, pressed bricks, pavers, asphalt or other durable all weather surface
  - (g) build, construct or erect or cause to be built, constructed or erected any hot water service which is visible from the street frontage.
  - (h) permit or cause to be permitted or allow to be permitted recreational or commercial vehicles including but not limited to utility trucks, boats, caravans or motor cycles to be parked or accommodated where they can be visible from the street frontage.
  - (i) accumulate or cause or permit to be accumulated any waste, rubbish, building or site excavations, grass clippings or prunings .
- B. Use the burdened land for business purposes (with the exception of “Home Occupation “as defined in the Greater Bendigo Planning Scheme) or as a depot.
- C. Subdivide the burdened land.

PROVIDED always that the Transferor reserves the right to release, vary, add to or modify these Covenants in relation to other land of the Transferor including other land in the said Plan of Subdivision.

AND it is intended that the above Covenant shall appear on the Certificate of Title to issue for the burdened land and run at law and in equity with the burdened land.





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**COVENANT TO BE INSERTED IN TRANSFER Lots 2, 4-6, 14-15 & 17-22 (Lot up to 900m2)**

AND the Transferee with the intention that the benefit of this Covenant shall be attached to and run at law and in equity with every Lot on Plan of Subdivision No. PS815348M (the Plan) other than the Lot hereby transferred (burdened land) and that the burden of this Covenant shall be annexed to and run at law and in equity with the burdened land does hereby for himself, his heirs, executors, administrators and transferees, and as separate Covenant covenants with the Transferor and the registered proprietor or proprietors for the time being of every Lot on the Plan and every part or parts thereof other than the burdened land hereby transferred, that the Transferee, his heirs, executors, administrators and transferees shall not at any time

A. On the burdened land or any part of parts thereof:

- (a) build, construct or erect or cause or permit to be built, constructed or erected any building other than one private dwelling house (constructed of all new materials) having an area of not less than 150 square metres within the outer walls thereof (such area to be calculated by excluding the area of any carports, workshops, garages, terraces, patios, pergolas or verandahs attached to such house) provided that nothing herein contained shall prohibit the erection on the said land of a garage and/or other normal residential outbuildings where a private dwelling house is or is being erected on the said land.
- (b) build, construct or erect or cause or permit to be built, constructed or erected any garage and/or normal residential outbuilding having a height greater than 4 metres which together have a total aggregate floor area greater than 60 square metres provided that in calculating such total aggregate area of 60 square metres,
  - (i) The floor area of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land shall be ignored and ,
  - (ii) The floor area of any normal residential outbuilding with a floor area not exceeding 10 square meters shall be ignored,and further provided that nothing herein contained shall be construed as limiting the height of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land.
- (c) build, construct or erect or cause to be built, constructed or erected any dwelling house, garage or normal residential outbuilding unless the whole of any such structure is situated not less than 4 metres from the front boundary of the burdened land.
- (d) build, construct or erect or cause or permit to be built constructed or erected any fence on the title boundaries (excluding the front boundary) other than a Colourbond fence of the colour " Monument " of 1.8 metres in height inclusive of a bottom plinth of 0.15 metres . This height shall reduce in accordance with normal fencing design in the first two panels of each side boundary from the front boundary. This shall not apply to any part of the dwelling construction forming part of the title boundary.



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- (e) move thereon any building which has been wholly or partly completed nor any part thereof.
  - (f) build or construct or cause to be built or constructed any driveway unless such driveway is constructed from concrete, pressed bricks, pavers, asphalt or other durable all weather surface
  - (g) build, construct or erect or cause to be built, constructed or erected any hot water service which is visible from the street frontage.
  - (h) permit or cause to be permitted or allow to be permitted recreational or commercial vehicles including but not limited to utility trucks, boats, caravans or motor cycles to be parked or accommodated where they can be visible from the street frontage.
  - (i) accumulate or cause or permit to be accumulated any waste, rubbish, building or site excavations, grass clippings or prunings .

B. Use the burdened land for business purposes (with the exception of “Home Occupation “as defined in the Greater Bendigo Planning Scheme) or as a depot.

C. Subdivide the burdened land.

PROVIDED always that the Transferor reserves the right to release, vary, add to or modify these Covenants in relation to other land of the Transferor including other land in the said Plan of Subdivision.

AND it is intended that the above Covenant shall appear on the Certificate of Title to issue for the burdened land and run at law and in equity with the burdened land.



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**COVENANT TO BE INSERTED IN TRANSFER Lot 3**

AND the Transferee with the intention that the benefit of this Covenant shall be attached to and run at law and in equity with every Lot on Plan of Subdivision No. PS815348M (the Plan) other than the Lot hereby transferred (burdened land) and that the burden of this Covenant shall be annexed to and run at law and in equity with the burdened land does hereby for himself, his heirs, executors, administrators and transferees, and as separate Covenant covenants with the Transferor and the registered proprietor or proprietors for the time being of every Lot on the Plan and every part or parts thereof other than the burdened land hereby transferred, that the Transferee, his heirs, executors, administrators and transferees shall not at any time

A. On the burdened land or any part of parts thereof:

- (a) build, construct or erect or cause or permit to be built, constructed or erected any building other than one private dwelling house (constructed of all new materials) having an area of not less than 150 square metres within the outer walls thereof (such area to be calculated by excluding the area of any carports, workshops, garages, terraces, patios, pergolas or verandas attached to such house) provided that nothing herein contained shall prohibit the erection on the said land of a garage and/or other normal residential outbuildings where a private dwelling house is or is being erected on the said land.
- (b) build, construct or erect or cause or permit to be built, constructed or erected any garage and/or normal residential outbuilding having a height greater than 4 metres which together have a total aggregate floor area greater than 60 square metres provided that in calculating such total aggregate area of 60 square metres,
  - (i) The floor area of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land shall be ignored and ,
  - (ii) The floor area of any normal residential outbuilding with a floor area not exceeding 10 square meters shall be ignored,and further provided that nothing herein contained shall be construed as limiting the height of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land.
- (c) build, construct or erect or cause to be built, constructed or erected any dwelling house, garage, shed or normal residential outbuilding unless,
  - (i) the whole of any such structure is situated not less than 4 metres from the Kendall Street front boundary thereof and ,
  - (ii) the whole of any such structure is situated not less than 4 metres from the north-east boundary (Pendlebury Court) thereof.
- (d) build, construct or erect or cause or permit to be built constructed or erected any fence on the title boundaries (excluding the front boundary) other than a Colourbond fence of the colour " Monument "



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of 1.8 metres in height inclusive of a bottom plinth of 0.15 metres . This height shall reduce in accordance with normal fencing design in the first two panels of each side boundary from the front boundary. This shall not apply to any part of the dwelling construction forming part of the title boundary.

- (e) move thereon any building which has been wholly or partly completed nor any part thereof.
- (f) build or construct or cause to be built or constructed any driveway unless such driveway is constructed from concrete, pressed bricks, pavers, asphalt or other durable all weather surface
- (g) build, construct or erect or cause to be built, constructed or erected any hot water service which is visible from the street frontage.
- (h) permit or cause to be permitted or allow to be permitted recreational or commercial vehicles including but not limited to utility trucks, boats, caravans or motor cycles to be parked or accommodated where they can be visible from the street frontage.
- (i) accumulate or cause or permit to be accumulated any waste, rubbish, building or site excavations, grass clippings or prunings .

B. Use the burdened land for business purposes (with the exception of “Home Occupation “as defined in the Greater Bendigo Planning Scheme) or as a depot.

C. Subdivide the burdened land.

PROVIDED always that the Transferor reserves the right to release, vary, add to or modify these Covenants in relation to other land of the Transferor including other land in the said Plan of Subdivision.

AND it is intended that the above Covenant shall appear on the Certificate of Title to issue for the burdened land and run at law and in equity with the burdened land.



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## COVENANT TO BE INSERTED IN TRANSFER Lot 7

AND the Transferee with the intention that the benefit of this Covenant shall be attached to and run at law and in equity with every Lot on Plan of Subdivision No. PS815348M (the Plan) other than the Lot hereby transferred (burdened land) and that the burden of this Covenant shall be annexed to and run at law and in equity with the burdened land does hereby for himself, his heirs, executors, administrators and transferees, and as separate Covenant covenants with the Transferor and the registered proprietor or proprietors for the time being of every Lot on the Plan and every part or parts thereof other than the burdened land hereby transferred, that the Transferee, his heirs, executors, administrators and transferees shall not at any time

A. On the burdened land or any part of parts thereof:

- (a) build, construct or erect or cause or permit to be built, constructed or erected any building other than one private dwelling house (constructed of all new materials) having an area of not less than 150 square metres within the outer walls thereof (such area to be calculated by excluding the area of any carports, workshops, garages, terraces, patios, pergolas or verandahs attached to such house) provided that nothing herein contained shall prohibit the erection on the said land of a garage and/or other normal residential outbuildings where a private dwelling house is or is being erected on the said land.
- (b) build, construct or erect or cause or permit to be built, constructed or erected any garage and/or normal residential outbuilding having a height greater than 4 metres which together have a total aggregate floor area greater than 60 square metres provided that in calculating such total aggregate area of 60 square metres,
  - (i) The floor area of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land shall be ignored and ,
  - (ii) The floor area of any normal residential outbuilding with a floor area not exceeding 10 square meters shall be ignored,and further provided that nothing herein contained shall be construed as limiting the height of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land.
- (c) build, construct or erect or cause to be built, constructed or erected any dwelling house, garage, shed or normal residential outbuilding unless,
  - (i) the whole of any such structure is situated not less than 4 metres from the northern boundary and or not less that 4m from the north-east boundary thereof and ,
- (d) build, construct or erect or cause or permit to be built constructed or erected any fence on the title boundaries (excluding the front boundary) other than a Colourbond fence of the colour " Monument " of 1.8 metres in height inclusive of a bottom plinth of 0.15 metres . This height shall reduce in accordance with normal fencing design in the first two panels of each side boundary from the front boundary. This shall not apply to any part of the dwelling construction forming part of the title boundary.



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- (e) move thereon any building which has been wholly or partly completed nor any part thereof.
  - (f) build or construct or cause to be built or constructed any driveway unless such driveway is constructed from concrete, pressed bricks, pavers, asphalt or other durable all weather surface
  - (g) build, construct or erect or cause to be built, constructed or erected any hot water service which is visible from the street frontage.
  - (h) permit or cause to be permitted or allow to be permitted recreational or commercial vehicles including but not limited to utility trucks, boats, caravans or motor cycles to be parked or accommodated where they can be visible from the street frontage.
  - (i) accumulate or cause or permit to be accumulated any waste, rubbish, building or site excavations, grass clippings or prunings .
- B. Use the burdened land for business purposes (with the exception of "Home Occupation "as defined in the Greater Bendigo Planning Scheme) or as a depot.
- C. Subdivide the burdened land.

PROVIDED always that the Transferor reserves the right to release, vary, add to or modify these Covenants in relation to other land of the Transferor including other land in the said Plan of Subdivision.

AND it is intended that the above Covenant shall appear on the Certificate of Title to issue for the burdened land and run at law and in equity with the burdened land.



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**COVENANT TO BE INSERTED IN TRANSFER Lots 8-13 & 16 (lots greater than 900m2)**

AND the Transferee with the intention that the benefit of this Covenant shall be attached to and run at law and in equity with every Lot on Plan of Subdivision No. PS815348M (the Plan) other than the Lot hereby transferred (burdened land) and that the burden of this Covenant shall be annexed to and run at law and in equity with the burdened land does hereby for himself, his heirs, executors, administrators and transferees, and as separate Covenant covenants with the Transferor and the registered proprietor or proprietors for the time being of every Lot on the Plan and every part or parts thereof other than the burdened land hereby transferred, that the Transferee, his heirs, executors, administrators and transferees shall not at any time

A. On the burdened land or any part of parts thereof:

- (a) build, construct or erect or cause or permit to be built, constructed or erected any building other than one private dwelling house (constructed of all new materials) having an area of not less than 150 square metres within the outer walls thereof (such area to be calculated by excluding the area of any carports, workshops, garages, terraces, patios, pergolas or verandas attached to such house) provided that nothing herein contained shall prohibit the erection on the said land of a garage and/or other normal residential outbuildings where a private dwelling house is or is being erected on the said land.
- (b) build, construct or erect or cause or permit to be built, constructed or erected any garage and/or normal residential outbuilding having a height greater than 4 metres which together have a total aggregate floor area greater than 80 square metres provided that in calculating such total aggregate area of 60 square metres,
  - (i) The floor area of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land shall be ignored and ,
  - (ii) The floor area of any normal residential outbuilding with a floor area not exceeding 10 square meters shall be ignored,and further provided that nothing herein contained shall be construed as limiting the height of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land.
- (c) build, construct or erect or cause to be built, constructed or erected any dwelling house, garage or normal residential outbuilding unless the whole of any such structure is situated not less than 4 metres from the front boundary of the burdened land.
- (d) build, construct or erect or cause or permit to be built constructed or erected any fence on the title boundaries (excluding the front boundary) other than a Colourbond fence of the colour " Monument " of 1.8 metres in height inclusive of a bottom plinth of 0.15 metres . This height shall reduce in accordance with normal fencing design in the first two panels of each side boundary from the front boundary. This shall not apply to any part of the dwelling construction forming part of the title boundary.

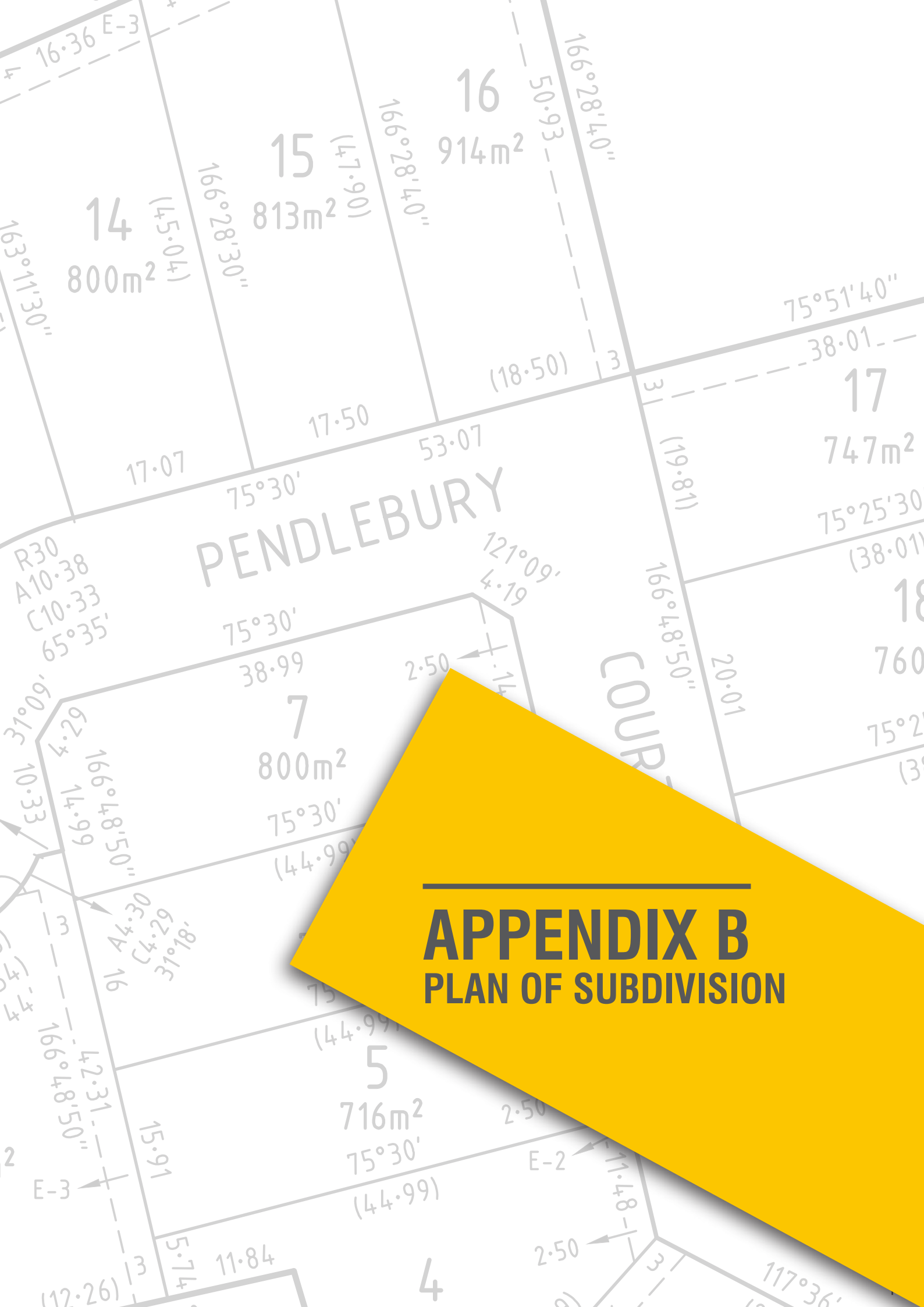


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- (e) move thereon any building which has been wholly or partly completed nor any part thereof.
  - (f) build or construct or cause to be built or constructed any driveway unless such driveway is constructed from concrete, pressed bricks, pavers, asphalt or other durable all weather surface
  - (g) build, construct or erect or cause to be built, constructed or erected any hot water service which is visible from the street frontage.
  - (h) permit or cause to be permitted or allow to be permitted recreational or commercial vehicles including but not limited to utility trucks, boats, caravans or motor cycles to be parked or accommodated where they can be visible from the street frontage.
  - (i) accumulate or cause or permit to be accumulated any waste, rubbish, building or site excavations, grass clippings or prunings .
- B. Use the burdened land for business purposes (with the exception of “Home Occupation “as defined in the Greater Bendigo Planning Scheme) or as a depot.
- C. Subdivide the burdened land.

PROVIDED always that the Transferor reserves the right to release, vary, add to or modify these Covenants in relation to other land of the Transferor including other land in the said Plan of Subdivision.

AND it is intended that the above Covenant shall appear on the Certificate of Title to issue for the burdened land and run at law and in equity with the burdened land.





# PENDLEBURY

COURT

## APPENDIX B PLAN OF SUBDIVISION

14  
800m<sup>2</sup>  
(45.04)

15  
813m<sup>2</sup>  
(47.90)

16  
914m<sup>2</sup>


17  
747m<sup>2</sup>

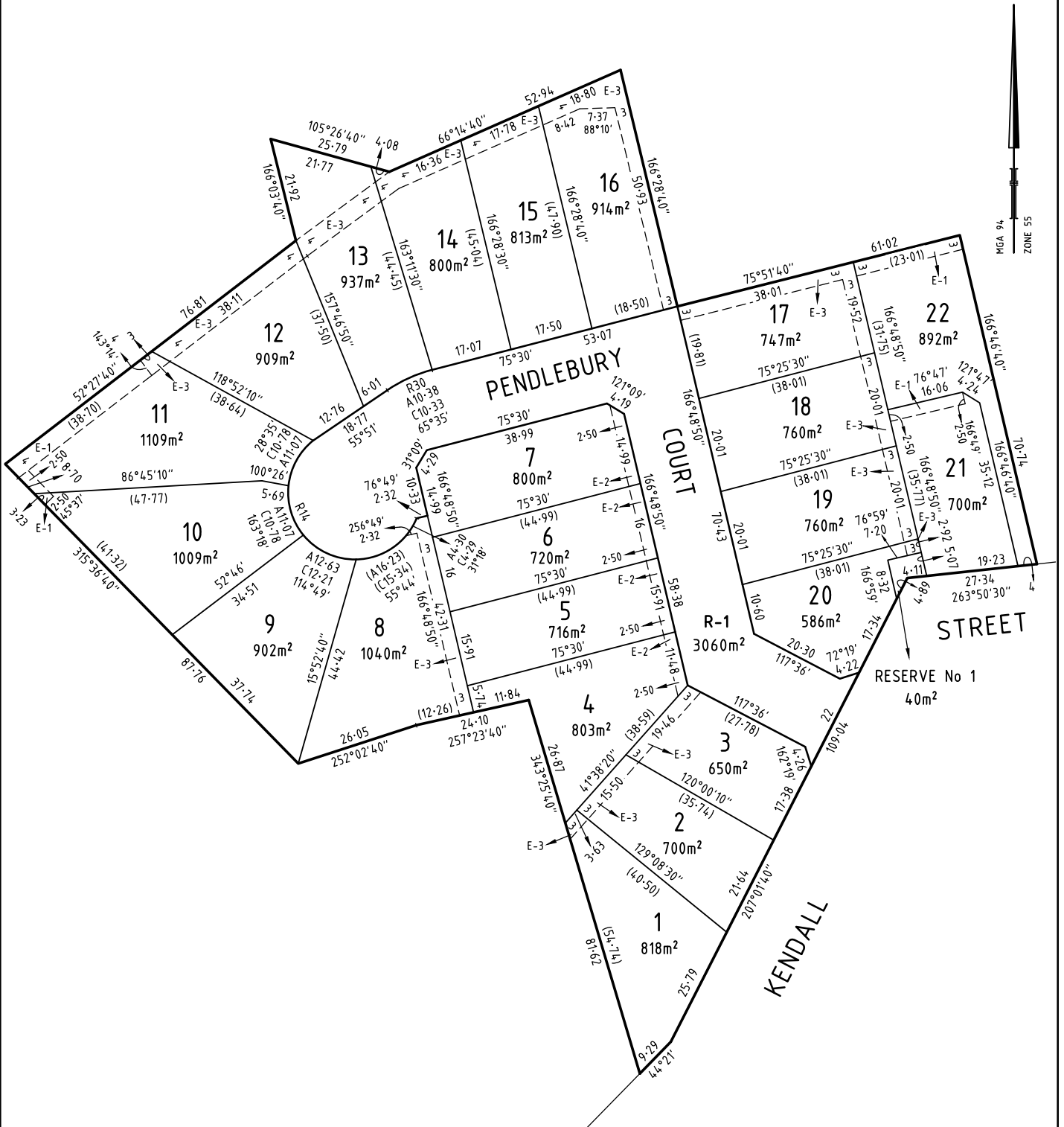
7  
800m<sup>2</sup>

5  
716m<sup>2</sup>

18  
760m<sup>2</sup>

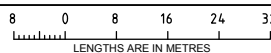
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<b>PLAN OF SUBDIVISION</b>		EDITION 1	<b>PS815349M</b>	
<b>LOCATION OF LAND</b> PARISH: SANDHURST TOWNSHIP: - SECTION: H CROWN ALLOTMENT: 264A (PART) & 264B (PART) CROWN PORTION: - TITLE REFERENCE: C/T VOL 9530 FOL 364  LAST PLAN REFERENCE: CP155543  POSTAL ADDRESS: 10 KENDALL STREET, (at time of subdivision) SPRING GULLY 3550  MGA94 CO-ORDINATES: E: 257 650                      ZONE: 55 (of approx centre of land                      N: 5 924 150 in plan)		Council Name: Greater Bendigo City Council SPEAR Reference Number: S120308S		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>Notations</b>		
IDENTIFIER	COUNCIL/BODY/PERSON			
ROAD R-1 RESERVE No 1	CITY OF GREATER BENDIGO POWERCOR AUSTRALIA LTD			
<b>NOTATIONS</b>				
DEPTH LIMITATION 15.24 metres				
SURVEY: This plan is based on survey  STAGING: This is not a staged subdivision Planning Permit No. DS/580/2017 This survey has been connected to permanent marks No(s). 410, 891, 892, 1019, 1249, 2068, 2069, In Proclaimed Survey Area No. 34				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted/In Favour of
E-1 & E-3	Drainage	See Diagram	This Plan	City of Greater Bendigo
E-2 & E-3	Pipelines or Ancillary Purposes	See Diagram	This Plan- Sec 136 of the Water Act 1989	Coliban Region Water Corporation
		16 Bridge Street PO Box 1064 Bendigo Vic 3550 T 61 3 5448 2500 spiire.com.au		SURVEYORS FILE REF: 304341SV01  Digitally signed by: Michael John Meehan (Spiire Australia Pty Ltd - Bendigo ), Surveyor's Plan Version (2), 03/05/2018, SPEAR Ref: S120308S
		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2	



16 Bridge Street  
PO Box 1064  
Bendigo Vic 3550  
T 61 3 5448 2500  
spiire.com.au

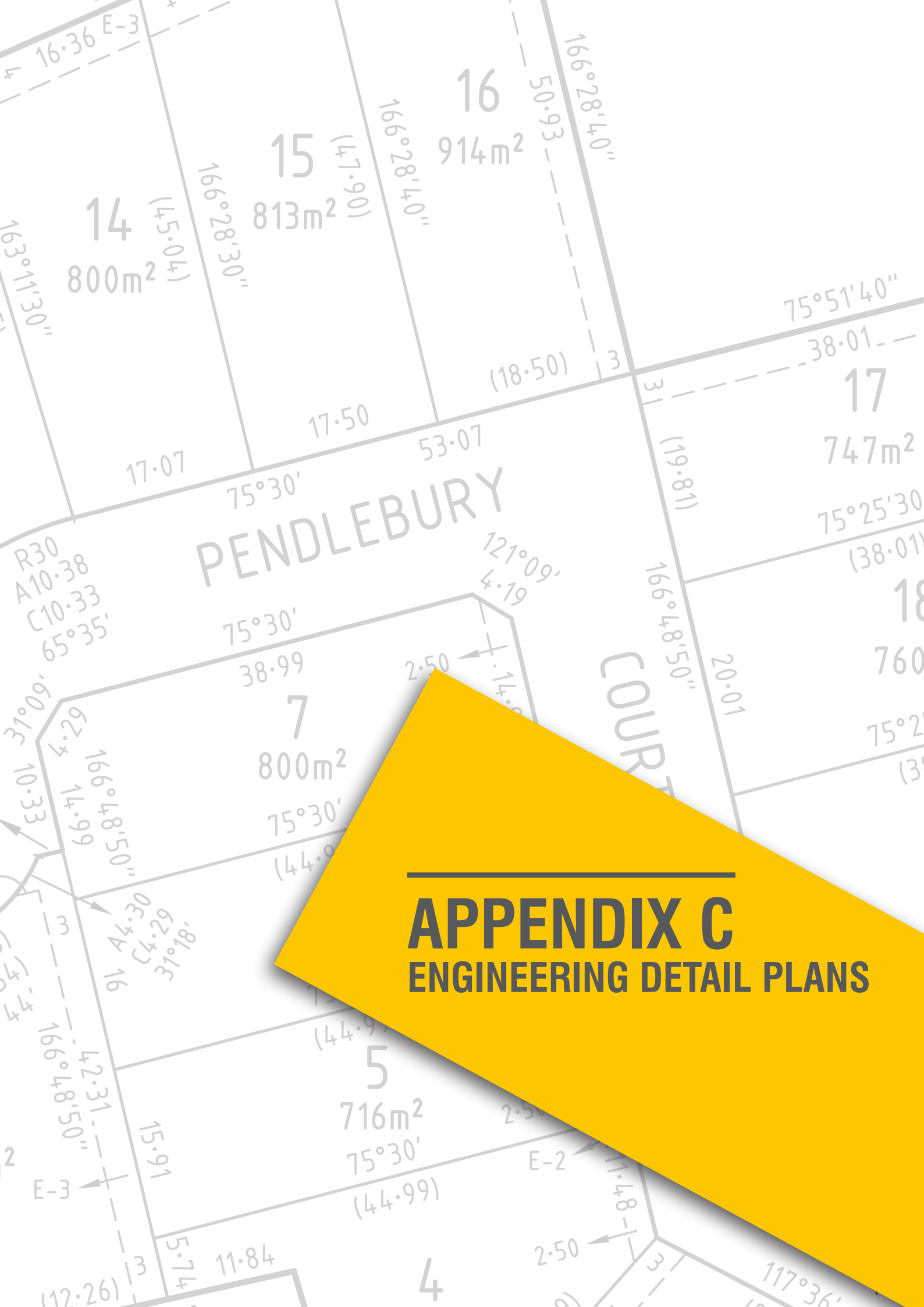
SCALE  
1: 800



ORIGINAL SHEET  
SIZE: A3

SHEET 2

Digitally signed by: Michael John Meehan (Spiire Australia Pty Ltd - Bendigo),  
Surveyor's Plan Version (2),  
03/05/2018, SPEAR Ref: S120308S



PENDLEBURY

COURT

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# APPENDIX C

## ENGINEERING DETAIL PLANS

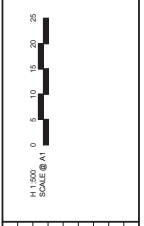


10 KENDALL STREET, SPRING GULLY  
 RESIDENTIAL SUBDIVISION  
 DESIGN PLAN  
 CONTRACT COPY  
 CITY OF GREATER BENDIGO  
 SPRING GULLY RISE PTY. LTD.  
**PRELIMINARY** 304341CG200

Checked  
 Date  
 Designed  
 Authorized  
 Approved  
 Rev

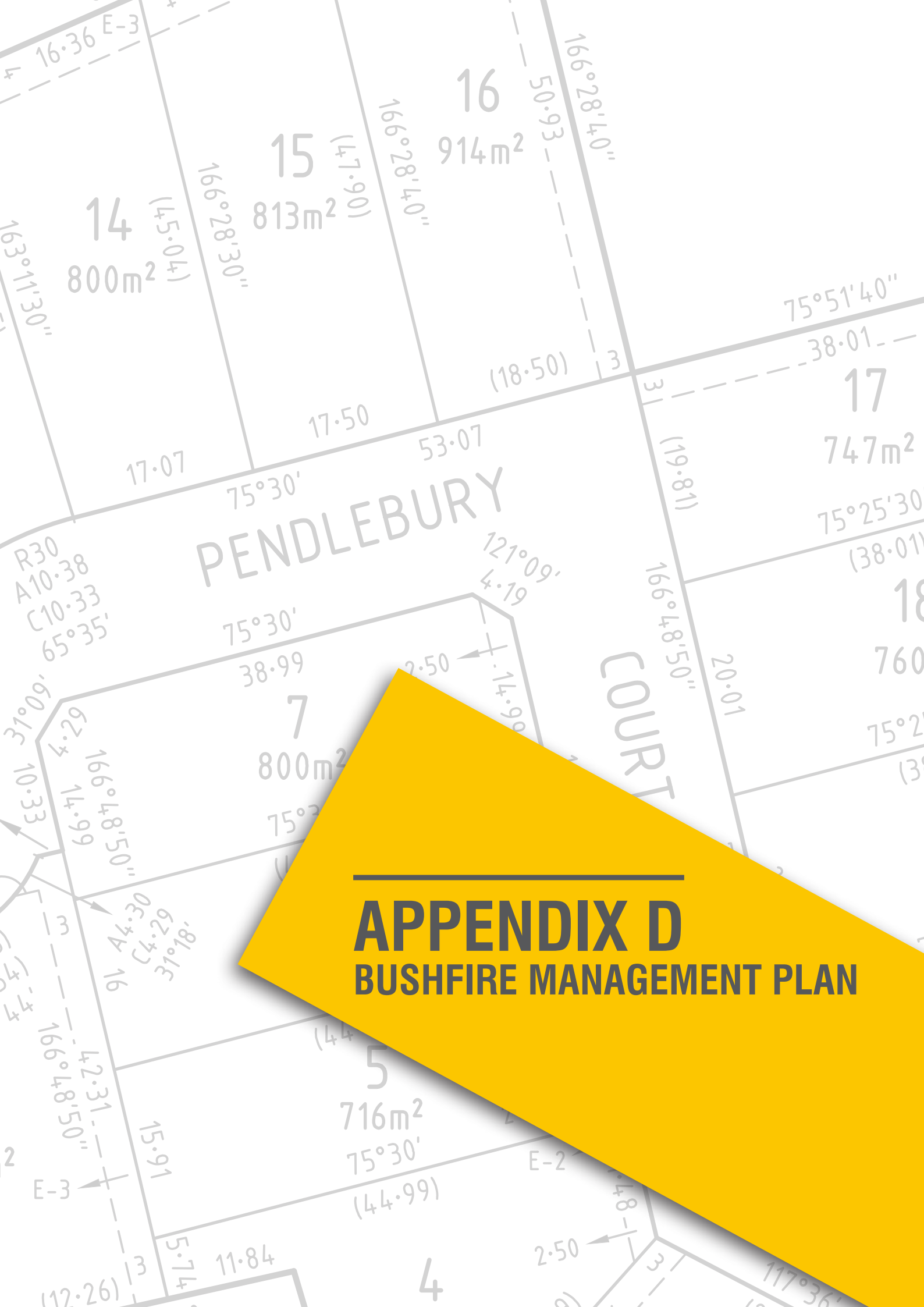
**spire**  
 18 Bickley Street  
 VIC 3083, Australia  
 T 61 3 9488 2900  
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 ABN 55 090 028 605

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 LANDSCAPE ARCHITECTURE  
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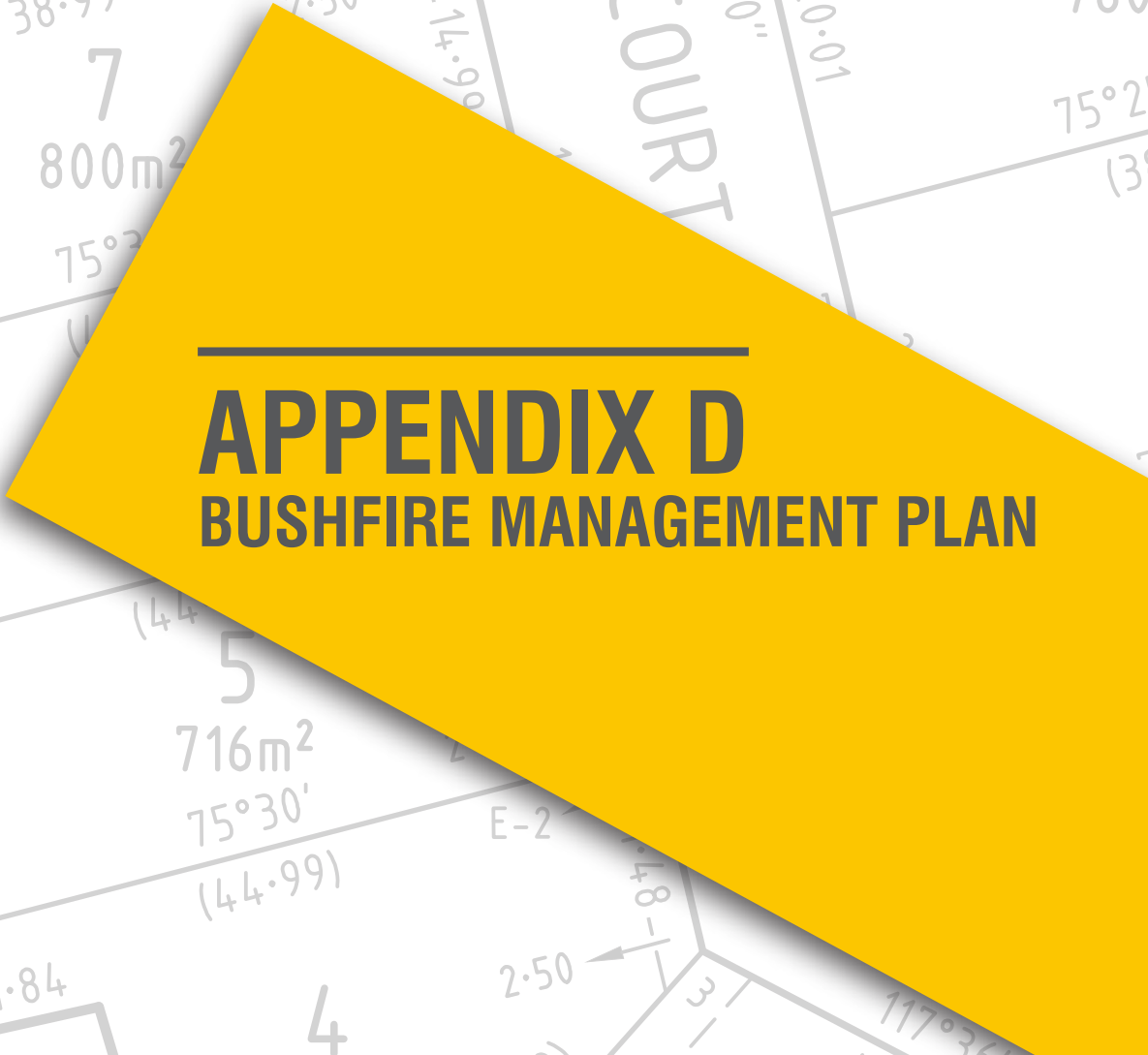
Rev	Amendments	Approved	Date

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PENDLEBURY

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**APPENDIX D**  
**BUSHFIRE MANAGEMENT PLAN**

14  
800m<sup>2</sup>  
(45.04)

15  
813m<sup>2</sup>  
(47.90)

16  
914m<sup>2</sup>

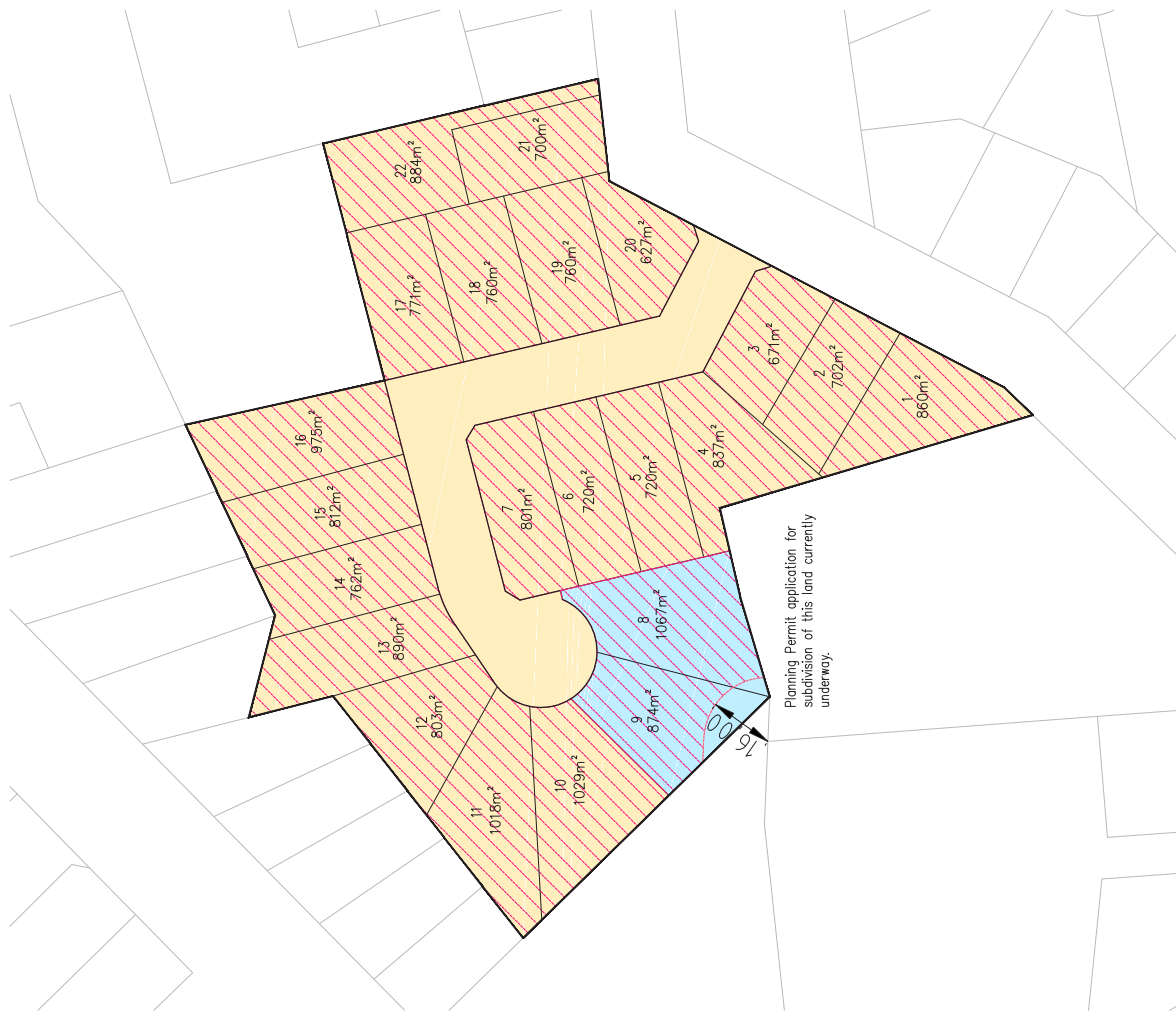
17  
747m<sup>2</sup>

7  
800m<sup>2</sup>

5  
716m<sup>2</sup>

18  
760m<sup>2</sup>

4



**GENERAL**

1. All dimensions shown are in metres.
2. All dimensions and features illustrated are indicative only and subject to survey.

**DEPENDABLE SPACE**

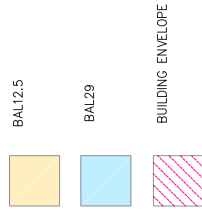
3. Grass must be short cropped and maintained during the declared fire danger period.
4. All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period.
5. Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building.
6. Plants greater than 10 centimetres in height, must not be placed within 3m of a window or other glass feature of the building.
7. Shrubs must not be located under the canopy of trees.
8. Individual and clumps of shrubs must not exceed 5sq metres in area and must be separated by at least 5 metres.
9. Trees must not overhang or touch any elements of the building.
10. The canopy of trees must be separated by at least 5 metres.
11. There must be a clearance of at least 2 metres between the lowest tree branches and ground level.

**BUILDING CONSTRUCTION**

12. Buildings will be designed and constructed to the minimum Bushfire Attack Level designated for the site in accordance with AS3959-2009.

**WATER SUPPLY**

13. 5,000 litres of effective water supply for firefighting purposes will be provided which meets the following requirements:
  - Is stored in an above ground water tank constructed of concrete or metal.
  - All fixed above-ground water pipes and fittings required for firefighting purposes must be made of corrosive resistant metal.
  - The water supply may be in the same tank as other water supplies provided that a separate outlet is reserved for fire fighting water supplies.



Date		28/08/2017	Sheet	1	of	1
Drawing No.	304341-BMS-V1		Version 1			
CAD Ref.	G:\30\304341\PLANNING\ACAD					
Drawn By	SP	Checked By	BM			
REV	AMENDMENT	APPROVED	DATE			

**spire**

16 Bridge Street  
PO Box 1064  
Bendigo Vic 3550  
T 61 3 5448 2500  
spire.com.au

**Bushfire Management Plan**  
10 Kendall Street, Spring Gully

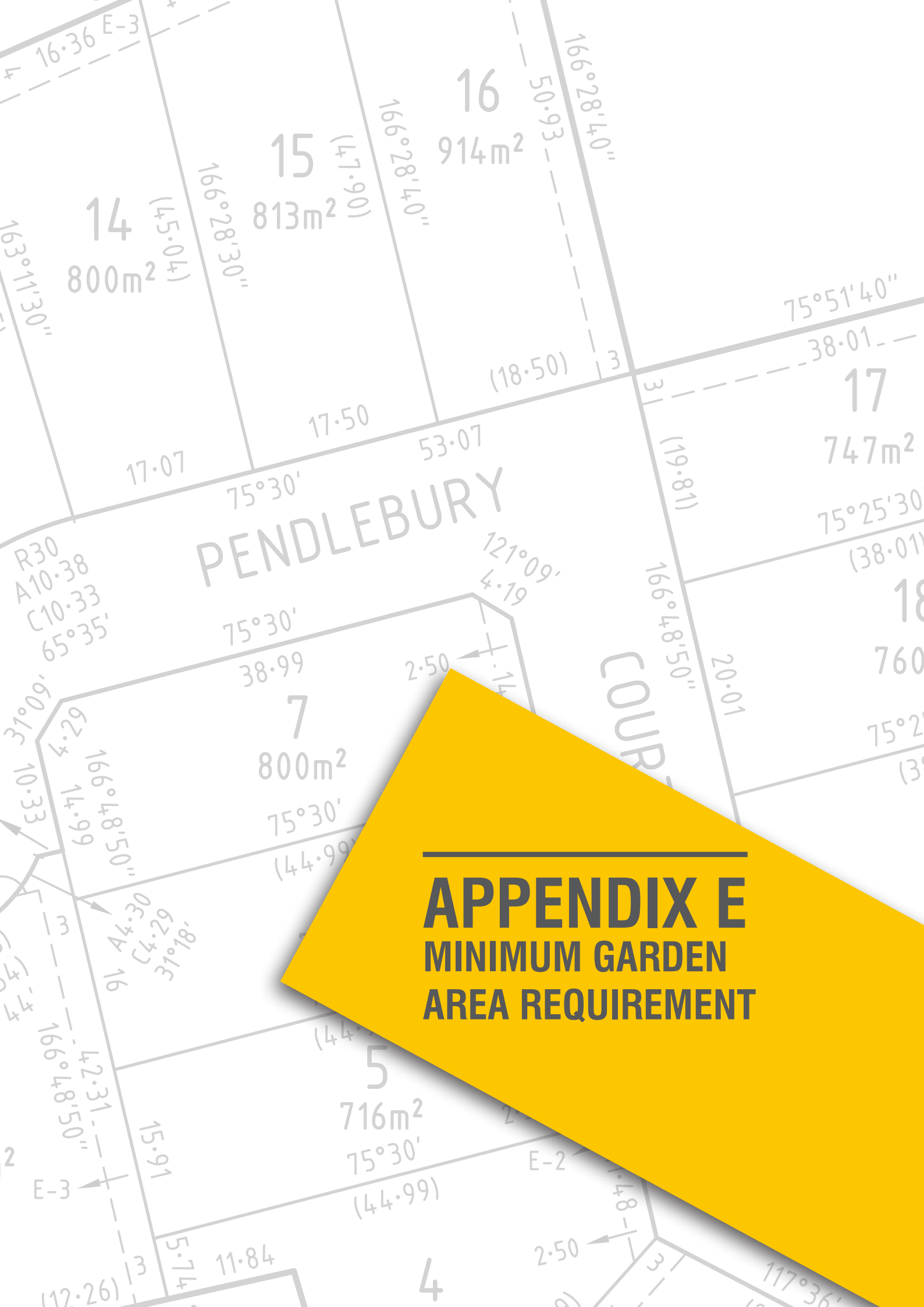
Co-ordinate Datum: MGA55

Scale: A3  
1 : 1250

Lengths are in metres

12.5 0 12.5 25 37.5

Aerial Imagery supplied by Nearmap  
Flow Date: 29 / 01 / 2017



PENDLEBURY

COURT

**APPENDIX E**  
**MINIMUM GARDEN**  
**AREA REQUIREMENT**

14  
800m<sup>2</sup>  
(45.04)

15  
813m<sup>2</sup>  
(47.90)

16  
914m<sup>2</sup>

17  
747m<sup>2</sup>

18  
760

7  
800m<sup>2</sup>

5  
716m<sup>2</sup>

4

R30  
A10.38  
C10.33  
65°35'

31°09'  
62.4  
10.33

4.29  
14.99  
166°48'50"

4.2.31  
15.91  
E-3

(12.26)  
5.74  
11.84

17.07

75°30'

17.50

53.07

(18.50)

3

3

(19.81)

75°51'40"

38.01

75°25'30"

(38.01)

75°2

(3

121°09'  
4.19

2.50

1.14

20.01

166°48'50"

E-2

2.50

117°36'



# Reformed Residential Zones

## New minimum garden area requirement

A minimum garden area requirement is being introduced into the Neighbourhood Residential Zone and the General Residential Zone. It will protect the open garden character of our suburbs, towns and cities.

### Why has the new garden area requirement been introduced?

Changing lifestyles and housing preferences mean there is significant demand for more housing, and different types of housing to meet the current and future needs of the community.

We want to make sure that housing is affordable, and that the community is provided with diverse housing choices. But not at the expense of our valued neighbourhood characteristics such as our heritage, trees, garden areas, and streetscapes.

The new garden area requirement ensures the green open character of our neighbourhoods will be protected, by requiring a mandatory minimum garden area be provided when land is developed.

### What is the new garden area requirement?

The garden area requirement applies to all land in the Neighbourhood Residential Zone and General Residential Zone that is 400 square metres or more. It is a mandatory requirement.

A minimum percentage of the land must be set aside for garden areas at ground level in accordance with the table below.

Lot size	Minimum percentage of a lot set aside as garden area
400 – 500 square metres	25%
501 – 650 square metres	30%
Above 650 square metres	35%

### How is the minimum garden area calculated?

A garden area does not include driveways, areas set aside for car parking, or any buildings or roofed areas.

The requirement allows for areas that are normally associated with the use of a garden area, such as open entertaining areas, lawns, garden beds, swimming pools, and tennis courts to be included in the calculation of the garden area.

### Why doesn't the new garden area requirement apply to all land?

Lots less than 400 square metres are typically found in our older inner city areas, urban renewal sites, and masterplanned greenfield communities.

Housing in our inner-city areas tends to be more urban and terrace style housing with small front setbacks and compact rear yards or courtyards. The minimum garden area requirement is not suitable for this type of housing.

Urban renewal sites and greenfield communities are normally masterplanned from the outset to create a more dense and compact neighbourhood character. This may not be consistent with the existing suburban character that the new garden area requirement protects.

The minimum garden area is mandatory and cannot be reduced

## How does the new garden area requirement relate to site coverage and permeability requirements?

The new garden area requirement is a separate requirement to the site coverage and permeability standards found in Clauses 54 and 55 of planning schemes.

The new requirement must be met in addition to the site coverage and permeability standards set out in each planning scheme.

Unlike the site coverage standard and permeability standards, which are performance based controls that can be varied, the new garden area requirement is mandatory. It must be met and cannot be reduced.

### Before

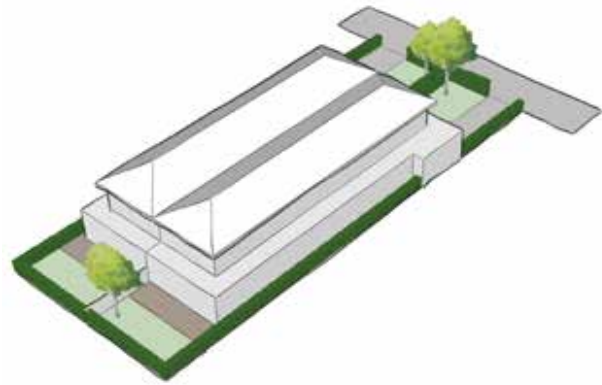


Figure 1: Typical dual occupancy constructed without the new 35% minimum garden area requirement

### After

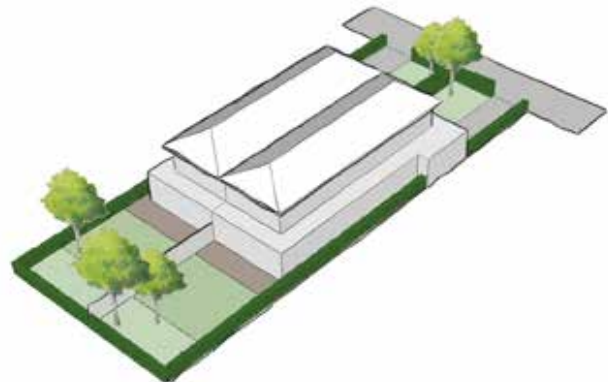


Figure 2: Dual occupancy constructed with the new 35% minimum garden area requirement

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ISBN 978-1-76047-495-9 (online/pdf)

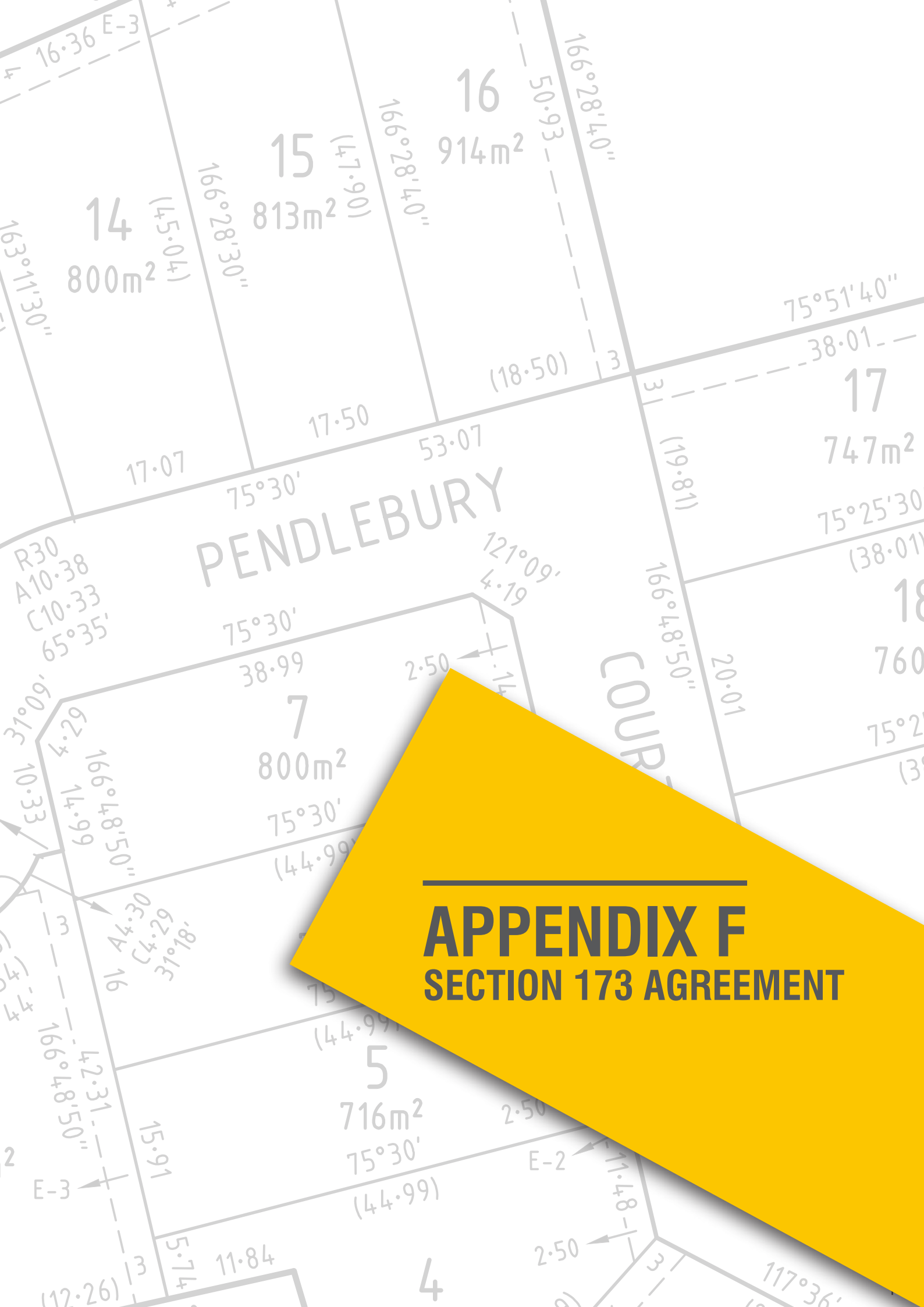
ISBN 978-1-76047-529-1 (print)

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PENDLEBURY

COURT

**APPENDIX F**  
**SECTION 173 AGREEMENT**

14  
800m<sup>2</sup>  
(45.04)

15  
813m<sup>2</sup>  
(47.90)

16  
914m<sup>2</sup>

17  
747m<sup>2</sup>

18  
760m<sup>2</sup>

7  
800m<sup>2</sup>

5  
716m<sup>2</sup>

4

R30  
A10.38  
C10.33  
65°35'

31°09'  
62.4  
10.33

16  
A4.30  
C4.29  
31°18'

166°48'50"  
42.31

E-3  
15.91

(12.26)

17.07

75°30'

17.50

53.07

(18.50)

3

3

(19.81)

75°51'40"

38.01

75°25'30"

(38.01)

75°30'

38.99

75°30'

(44.99)

75°30'

(44.99)

75°30'

(44.99)

121°09'

4.19

2.50

2.50

E-2

2.50

166°48'50"

20.01

117°36'

163°11'30"

16.36 E-3

166°28'30"

166°28'40"

50.93

166°28'40"

2

4

3

3

3

3

3

3



**Agreement pursuant to section 173 of the  
Planning and Environment Act 1987 (Vic)**

**BETWEEN**

**GREATER BENDIGO CITY COUNCIL**

**and**

**SPRING GULLY RISE PTY LTD**

177 View St Bendigo Vic 3550  
PO Box 628 Bendigo Vic 3551  
DX 55011 Bendigo

Phone 03 5445 3333  
Fax 03 5445 3355

Email [info@becklegal.com.au](mailto:info@becklegal.com.au)  
[www.becklegal.com.au](http://www.becklegal.com.au)



**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2018

**PARTIES:**

**GREATER BENDIGO CITY COUNCIL** of Lyttleton Terrace Bendigo, in the State of Victoria  
(Council)

**AND**

**SPRING GULLY RISE PTY LTD ACN 619 307 292** of 38 Welsford Street, Shepparton in the State of Victoria  
(the Owner)

**BACKGROUND:**

- A. The Owner is the registered proprietor of the Land.
- B. Council is the Responsible Authority for the administration and enforcement of the Act for the Scheme.
- C. The Land is within the municipality of Council and affected by the Scheme.
- D. On 31 January 2018 Council issued the Planning Permit which permits subdivision of the Land into twenty-two (22) lots and removal of native and exotic vegetation.
- E. Conditions 9 and 23 of the Planning Permit provides:

**“9. SECTION 173 AGREEMENT - MINIMUM GARDEN AREA REQUIREMENT**

*Prior to the certification of the plan of subdivision, the owner must enter into an agreement under Section 173 of the Planning and Environment Act 1987, which provides that any lot created must provide the minimum percentage of garden area required at ground level as set out in clause 32.08-4 of the Greater Bendigo Planning Scheme to the satisfaction of the responsible authority. The agreement must include a mechanism which would allow the responsible authority to vary or delete the garden area requirement by written consent, in the event of legislative changes.”*

**“23. COUNTRY FIRE AUTHORITY**

**a) Bushfire Management Plan**

*The Bushfire Management Plan (Drawing No. 304341-BMS – V1, dated 28/8/2017) must be endorsed to form part of the permit, be included as an annexure to the section 173 agreement and must not be altered unless otherwise agreed in writing by the CFA and the Responsible Authority.*

**b) Matters to be set out in Section 173 Agreement**

*In addition to the requirements of Clause 44.06-5 of the Greater Bendigo City Planning Scheme the section 173 Agreement prepared in accordance with that clause must also specify:*

- *Explicitly exclude proposed Lot 20 from the following exemption under Clause 44.06-2 of the Greater Bendigo City Planning Scheme:*

- *A building or works consistent with an agreement under section 173 of the Act prepared in accordance with a condition of permit issued under the requirements of clause 44.06-5.”*

- F. If the Land is encumbered by a mortgage, the mortgage is identified in the Definitions and the Mortgagee's consent will be affixed to the Agreement.
- G. The parties acknowledge that this Agreement provides for:
  - (a) matters intended to satisfy Conditions 9 and 23 of the Planning Permit;
  - (b) matters intended to achieve and advance the objectives of planning in Victoria; and
  - (c) matters intended to achieve and advance the objectives of planning in the Scheme and is made pursuant to Section 173 of the Act.

## 1. DEFINITIONS

In this Agreement:

**Act** means the *Planning and Environment Act 1987* (Vic).

**Agreement** means this Agreement, including the Schedule and Annexures and the Background to this Agreement.

**Bushfire Management Plan** means the plan attached as annexure A to this Agreement.

**Business Day** means Monday to Friday excluding public holidays in Bendigo, Victoria.

**Endorsed Plans** means the plan or plans endorsed with the Stamp of Council from time to time attached to the Planning Permit.

**Land** means all that piece of land being the whole of the land described in Certificate of Title Volume 9530 and Folio 364.

**Planning Permit** means DS/580/2017 a copy of which can be inspected from Council Offices upon appointment.

**Plan of Subdivision** means the proposed plan of subdivision of the Land a copy of which can be inspected from Council Offices upon appointment.

**Scheme** means the Greater Bendigo Planning Scheme or any other planning scheme which applies to the Land from time to time.

## 2. INTERPRETATION

The parties agree and acknowledge that in this Agreement:

- 2.1 the singular includes the plural and the plural includes the singular;
- 2.2 a reference to a gender includes a reference to each other gender;
- 2.3 the reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law;
- 2.4 of a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 2.5 a reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute; and
- 2.6 the Background to this Agreement is and will be deemed to form part of this Agreement including any terms defined within the Background.

## 3. COMMENCEMENT

This Agreement came into force on the date it was made and set out above or and if no date is specified on the day in which the Agreement was registered on the relevant Certificate of Title to the Land.

#### 4. TERMINATION OF AGREEMENT

This Agreement may be ended by mutual agreement between Council and the Owner either wholly or in part or as to any part of the Land. As soon as reasonably practicable after this Agreement has ended, Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the Register

#### 5. OWNER'S COVENANTS

##### 5.1 Specific Obligations on the Owner

- 5.1.1 The Owner agrees that any lot created must provide the minimum percentage of garden area required at ground level as set out in clause 32.08-4 of the Scheme to the satisfaction of Council.
- 5.1.2 The Owner acknowledges and agrees that in the event of legislative changes, Council may vary or delete the garden area requirement by written consent.
- 5.1.3 The Owner acknowledges and agrees that Lot 20 on the Plan of Subdivision is explicitly excluded from the exemption under Clause 44.06-1 of the Planning Scheme, specifically:

*“A building or works consistent with this Agreement is prepared in accordance with a condition of permit issued under the requirements of clause 44.06-3.”*

- 5.1.4 The Bushfire Management Plan must not be altered unless otherwise agreed in writing by the CFA and Council.

##### Further Obligations on the Owner

##### 5.1.5 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

##### 5.1.6 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to Section 181 of the Act, the Owner must ensure that any successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.



#### 5.1.7 Further assurance

The Owner agrees to do all that is necessary to enable Council to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with section 181 of the Act, including the signing of any further agreement, acknowledgement or other document which relates to the Land.

#### 5.1.8 Payment of Council's costs

The Owner agrees to pay on demand to Council Council's costs and expenses incurred and incidental to the preparation, execution and registration of this Agreement pursuant to section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by Council.

#### 5.1.9 Mortgagee to be bound

The Owner agrees to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

#### 5.1.10 Indemnity

The Owner agrees to indemnify and keep Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which any of them may sustain, incur or suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from any non-compliance with this Agreement.

#### 5.1.11 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by Council of a notice which specified the Owner's failure to comply with any provision of this Agreement, the Owner agrees:

5.1.11.1 to allow Council's officers, employees, contractors or agents to enter the Land and rectify the non-compliance;

5.1.11.2 to pay to Council on demand, Council's reasonable costs and expenses incurred as a result of the Owner's non-compliance; and

5.1.11.3 to pay interest at the rate of 2% above the rate prescribed under Section 2 of the *Penalty Interest Rates Act 1983* on all monies which are due and payable but remain owing under this Agreement until they are paid in full; and

5.1.11.4 if requested to do so by Council, to promptly execute in favour of it a mortgage to secure the Owner's obligations under this Agreement;

And the Owner agrees:

- 5.1.11.5 to accept a certificate signed by the Chief Executive Officer of Council (or any nominee of the Chief Executive Officer) as prima facie proof of the costs incurred by Council in rectifying the Owner's non-compliance with this Agreement;
- 5.1.11.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid costs of Council and then applied in repayment of the principal sum;
- 5.1.11.7 that all costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 5.1.11.8 if the Owner executes a mortgage as required by clause 5.2.7.4 any breach of this Agreement is deemed to be a default under that mortgage.

## **5.2 Council access**

The Owner agrees to allow Council and its officers, employees, contractors or agents or any of them to enter the Land (at any reasonable time) to assess compliance with this Agreement.

## **5.3 Owner's warranty**

The Owner warrants and covenants that:

- 5.3.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 5.3.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to Council;
- 5.3.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the *Transfer of Land Act 1958*; and
- 5.3.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

## **6. GENERAL**

### **6.1 Council powers not restricted**

This Agreement does not fetter or restrict Council's power or discretion in respect of any of Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

## **6.2 Time of the essence**

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

## **6.3 Governing law and jurisdiction**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

## **6.4 Enforcement and severability**

6.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an Agreement pursuant to Division 2 of Part 9 of the Act.

6.4.2 If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

## **7. NOTICES**

### **7.1 Service of notice**

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

7.1.1 by delivering it personally to that party;

7.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

7.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

### **7.2 Time of service**

A notice or other communication is deemed served;

7.2.1 if delivered, on the next following Business Day;

- 7.2.2 if posted, on the expiration of two Business Days after the date of posting; or
- 7.2.3 if sent by facsimile, on the next following Business Day unless the receiving party has requested re-transmission before the end of that Business Day.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

**APPROVED** under the **COMMON SEAL** of the)  
**GREATER BENDIGO CITY COUNCIL** in the )  
presence of: )

)

)

.....

Chief Executive Officer  
Full name: Craig William Niemann  
Usual Address: Lyttleton Terrace Bendigo

**EXECUTED** by **SPRING GULLY RISE PTY LTD ACN 619 307 292** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Russell Albert Allen

**ANNEXURE A**



# PENDLEBURY

# COURT



Spring Gully

R I S E

[www.springgullyrise.com.au](http://www.springgullyrise.com.au)