

Prefix Series No.

NOTES

This form may be used only when no panel form is suitable.

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT, 1886

J BIDSTI

Solicitor/Registered Conveyancer M-J-Doherty

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BELOW THIS LINE FOR AGENT USE ONLY

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AGENT CODE

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ADELAIDE SA 5000

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Correction to: MSLM

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Received Items No.	<u>Assessor</u>

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

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DELIVERY INSTRUCTIONS (Agent to complete) PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE

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ITEM CT/CL REF.	AGENT CODE
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VALSE NO. 4 PTY LTD LIC, NO. 2 OCTOBER 1996

UNDERMENTIONED AGENT(S)

TO THE REGISTRAR GENERAL

BARRY PHILLIS & ASSOCIATES PTY LTD of 45 Grenfell Street Adelaide SA 5000 HEREBY APPLIES pursuant to the provisions of Section 57(5) of the Development Act 1993 for the registration of the attached Deed dated the 11th day of July 1997 and made between THE CORPORATION OF THE CITY OF MARION of 245 Sturt Road, Sturt SA 5047 as the Council of the one part and BARRY PHILLIS & ASSOCIATES PTY LTD aforesaid as the Owner of the other part as a Land Management Agreement pursuant to Section 57(2) of the said Act. The Deed binds the whole of allotments 1 to 31 in Deposited Plan No. 48211 subject to the easements created therein being the whole of the land comprised in Certificate of Title Register Book Volume 5423 Folio 986 and portion of the land comprised in Certificates of Title Register Book Volume 5423 Folios 985 and 987 and operates to control the future management of the said land.

FIGLUS &

ASSOCIATES

PTY LTD ACN 007 766 270

DATED the

17th

day of

September 199

THE COMMON SEAL OF BARRY)
PHILLIS & ASSOCIATES PTY LTD)
was hereunto affixed in the prsence of:)

Authorised Signatory

Authorised Signatory

Bone REGISTER

THE CORPORATION OF THE CITY OF MARION

("the Council")

and

BARRY PHILLIS AND ASSOCIATES PTY LTD as trustee of THE MITCHELL PARK LAND TRUST

("the Owner")

LAND MANAGEMENT AGREEMENT BY DEED



Level 2 190 Flinders Street Adelaide SA 5000 GPO Box 467 Adelaide SA 5001 DX 120 ADELAIDE Telephone (08) 8223 7600 Litigation Facsimile (08) 8223 2722 Commercial Facsimile (08) 8223 4348 11th

day of

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1997

BETWEEN: THE CORPORATION OF THE CITY OF MARION of 245 Sturt Road,

Sturt 5047 ("the Council")

and

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BARRY PHILLIS AND ASSOCIATES PTY LTD of 45 Grenfell Street, Adelaide ("the Owner") (64)

WHEREAS:

- The Owner is the trustee of the Mitchell Park Land Trust. Α.
- The Owner is to be the proprietor of an estate in fee simple in the whole of the land В. described in the First Schedule ("the subject land") which land is to be held by the Owner on behalf of the said Mitchell Park Land Trust.
- By a Development Application numbered 100/D016/97 dated the 2nd day of May C. 1997 ("the Application") the Trust sought development approval pursuant to the Development Act 1993 ("the Act") from the Council to divide the subject land into a total of thirty-one (31) allotments ("the proposed development") in accordance with a plan of division a copy of which is attached to this Deed and forms part of Annexure "A".
- Pursuant to Section 57(2) of the Act the Trust has agreed with the Council to enter into D. this Deed relating to the management of the subject land subject to the following terms and conditions.
- South Australian Water Corporation has an interest in an easement over portion of the E. subject land and has consented to this agreement as appears by its execution hereof.

NOW THIS DEED WITNESSES as follows:

Interpretation 1.

- The parties acknowledge that the matters recited above are true and agree that 1.1. they form part of the terms of this Deed.
- In the interpretation of this Deed unless the context otherwise requires or 1.2. admits:
 - 1.2.1 A reference to "the Act" shall mean a reference to the Development Act 1993;
 - 1.2.2. Words and phrases which are defined in the Act have the meanings ascribed to them by the Act;

- 1.2.3. References to any statute or subordinate legislation include all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to;
- 1.2.4. The term "the Trust" means Barry Phillis and Associates Pty Ltd as trustee of the Mitchell Park Land Trust;
- 1.2.5. The term "Owner" means the registered Proprietor for the time being of the subject land and where the Owner is a company includes its successors, assigns and transferees and where the owner is a person, includes his heirs, executors, administrators and transferees and where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons being registered or entitled to be registered as a proprietor of an estate in fee simple to the subject land or to each and every one of all separate allotments into which the subject land may be divided after the date of this Deed subject however to such encumbrances, liens and interests as are registered and notified by memoranda endorsed on the Title thereof.
- 1.2.6. The term "person" includes a corporate body;
- 1.2.7. The term "the subject land" includes any part or parts of the subject land;
- 1.2.8. Words importing the singular number or plural number include the plural number and the singular number respectively;
- 1.2.9. Words importing any gender include every gender;
- 1.2.10. Where two or more persons are bound under this Deed to observe or perform any obligation or agreement, whether express or implied, then they are bound jointly and each of them severally;
- 1.2.11. Any clause headings or marginal notes are for reference purposes only and do not affect the interpretation of this Deed.
- 1.3. If any provision of this Deed is found by a court of competent jurisdiction to be invalid or unenforceable in law **THEN** the parties hereby request and direct the court to sever the provision from this Deed.
- 1.4. The law governing the interpretation and implementation of this Deed is the law of the State of South Australia.

2. The Owner's Obligations

- 2.1. The Owner hereby agrees that all development upon the subject land shall be undertaken in accordance with the provisions set out in the Urban Design Guidelines (attached hereto and marked "Annexure A").
- 2.2. The Owner hereby agrees not to cause suffer or permit an act or activity to occur upon the subject land in contravention of the provisions and requirements contained within the Urban Design Guidelines.

3. Miscellaneous Provisions

- 3.1. The Owner shall not grant any lease, licence, easement or other right which may give any person the right to possession or control of the subject land upon any terms whatsoever unless such grant:
 - 3.1.1. is expressed in writing; and
 - 3.1.2. contains as an essential term a covenant by the grantee not to do or omit to do or suffer or permit any other person to do or omit to do any act, matter or thing upon the subject land which would constitute a breach of this Deed if such act, matter or thing were done or omitted to be done by the Owner.
- 3.2. The Council and any employee or agent of the Council authorised by the Council may at any reasonable time enter the subject land for the purpose of:
 - 3.2.1 inspecting the subject land and any building or structure thereupon;
 - 3.2.2. exercising any other powers of the Council under this Deed or pursuant to law.

However this power may not be exercised in respect of a dwelling erected on the subject land which is occupied as a residence unless the Council has reasonable grounds for suspecting that there has been a breach of this Deed in respect of that dwelling or the allotment on which it has been erected.

- 3.3. If the Owner is in breach of any provision of this Deed, then:
 - 3.3.1. the Council may, by notice in writing served on the Owner, specify the nature of the breach and require the Owner to remedy the breach within the time stated in the notice (being not less than twenty eight (28) days from the date of service of the notice); and
 - 3.3.2. if the Owner fails so to remedy the breach, the Council or its servants or agents may carry out the requirements of the notice and in doing so may

enter and perform any necessary works upon the subject land and recover any costs thereby incurred from the Owner.

- 3.4. If, in a notice referred to in clause 3.3, the Council requires the removal of a building or structure from the subject land, the Council and its servants or agents are hereby authorised and empowered by the Owner of the relevant portion of the subject land to enter and remove the building or structure from the subject land and to dispose of it in any manner determined by the Council **PROVIDED THAT**, if the building or structure has any monetary value, then the Council:
 - 3.4.1. shall use its best endeavours to realise that monetary value; and
 - 3.4.2. shall, after the disposal, pay to such Owner the realised value less all expenses incurred.
- 3.5. This Deed shall not be varied in respect of any part of the subject land except by a Supplementary Deed signed by the Council and the Owner of the relevant portion of the subject land.
- 3.6. The Council may at its discretion waive compliance by the Owner with the whole or any part of the obligations imposed upon the Owner by this Deed, provided that no such waiver shall be effective unless expressed in writing and signed by the Council.
- 3.7. This Deed contains the whole agreement between the parties in respect of the matters referred to herein.
- 3.8. Notice shall for the purposes of this Deed be properly served on the Owner;
 - 3.8.1. by post to the Owner at its last address known to the Council; or
 - 3.8.2. by affixing the notice in a prominent position on a relevant portion of the subject land.
- 3.9. The Council may delegate any of its powers under this Deed to any person.
- 3.10. The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the subject land.
- 3.11. Each party shall do and execute all such acts, documents and things necessary to ensure that as soon as possible after the execution of this Deed by all parties this Deed is registered and a memorial thereof entered on the Certificates of Title for the subject land pursuant to the provisions of Section 57(5) of the Act in priority to any other registrable interest in the subject land.

3.12. The Trust hereby indemnifies the Council and agrees to keep it forever indemnified in respect of the whole of its costs and expenses of and incidental to the negotiation, stamping and registration of this Deed.

IN WITNESS WHEREOF the parties have executed this Deed.

Authorised Signatory

THE COMMON SEAL of THE CORPORATION OF THE CITY OF MARION was hereunto affixed in the presence of: Mayor Chief Executive Officer)))	OF THE CHANGE NOW WANTED TO SEE THE SE
THE COMMON SEAL of BARRY PHILLIS AND ASSOCIATES PTY LTD was hereunto affixed by direction of the Trust and in the presence of: Authorised Signatory) 1) 1)	COMMON SEAR COMMON SEAR PHILLIS & PHYLTD PTYLTD ACN 007 766 270

SOUTH AUSTRALIAN WATER CORPORATION as the proprietor of an easement over portion of the subject land hereby consents to this Agreement.

SIGNED for and on behalf of SOUTH AUSTRALIAN WATER CORPORATION by a person duly authorised by an Instrument of Authority dated 5 July 1996)))
Manager Property the person duly authorised	
by the above Instrument in the presence of:	
- Lenthart	Wriness
JEFFREY WILLIAM HART	Print Name of Witness
PROFERTY CONSULTANT	Print Title/Position
Address c/- South Australian Water Corpora 77 Grenfell Street Adelaide SA 5000	ation
Business Hours Telephone No. 3205. /	\$73

BARRY PHILLIS AND ASSOCIATES PTY LTD HEREBY CERTIFIES pursuant to Section 57(4) of the Act that no other person has a legal interest in the subject land.

Authorised Signatory

THE FIRST SCHEDULE

THE SUBJECT LAND

The whole of allotments 1 to 31 in Deposited Plan No. 48211 subject to the easements created therein being the whole of the land comprised in Certificate of Title Register Book Volume 5423 Folio 986 and portion of the land comprised in Certificates of Title Register Book Volume 5423 Folios 985 and 987.

THE VINES (STAGE 3) - MITCHELL PARK

URBAN DESIGN GUIDELINES

June 1997

1.0 PURPOSE OF THE URBAN DESIGN GUIDELINES

The Vines Residential Development Project (The Vines) has been initiated to improve the quality and diversity of housing and the urban environment. Because the redevelopment has involved an integrated residential design approach from the outset it is important that individual buildings within The Vines proceed in accordance with a broad set of guidelines. These Urban Design Guidelines, therefore, have been prepared to ensure that individual development responses are in accordance with the broad design objectives for The Vines and result in housing which is of a high standard of design, energy efficient, provide for high levels of occupant comfort and privacy, and respect the same rights of neighbours.

While compliance with all of the relevant guidelines is encouraged it is recognised that in some instances there will be compelling reasons to modify a particular guideline. In this regard the terminology used in the guidelines encourages compliance where the terms "shall" or "must" are used, and anticipates some flexibility in their application where the terms "should" or "may" are used.

2.0 DESIRED CHARACTER

The desired character of The Vines - Mitchell Park aims to achieve an attractive, cohesive 'village' atmosphere. Variations of house form are encouraged within a common theme, with an emphasis on design quality, regard for neighbours, energy conservation and residential amenity.

Housing styles will be varied and will comprise one and two storey dwellings, with utilisation of the roof space an option. In order to create a cohesive overall built form, building design should be relatively simple, with the use of painted rendered walls encouraged. Light wall colours are preferable and will also help in creating an integrated development.

Contemporary building styles are to be encouraged, rather than relying on "reproduction heritage/federation" designs. However, given the popularity of these designs, contemporary interpretations of them are considered appropriate.

Streetscape character will be determined by a generous road reservation with wide landscaped verges, which will allow the planting of large street trees and will incorporate paved footpaths and indented visitor parking bays.

The road pavement will be defined through bitumen paving, with footpaths and driveway cross-overs constructed from a uniform brick paving material.

3.0 BUILDING SITING AND SETBACKS

3.1 Site Development Plan

Buildings shall be sited in accordance with the Site Development Plan.

3.2 Front Boundary Setbacks

- Dwellings shall be setback a minimum of 4.0 metres from the front road boundary.
- Undercover car parking associated with dwellings shall be setback a minimum of 5.5 metres from the road boundary.

3.3 Side Boundary Setbacks

- Dwellings, (other than row dwellings and garages/carports associated with dwellings) shall be setback a minimum of 1 metre from side boundaries or shall abut one side boundary, as indicated on the Site Development Plan.
- Garages may be constructed on one side boundary, or if not, shall be setback a minimum of 600 mm (refer to Site Development Plan for identification of sites where garages must be set back a minimum of 600mm).

3.4 Building on Side Boundaries

- The Site Development Plan indicates where detached dwellings shall or may be sited on one side boundary.
- For walls located on one side boundary (other than party walls of row dwellings):
 - a) the maximum length of wall (excluding a garage/carport) shall be
 12 metres and the minimum length of wall shall be 8 metres;
 - the maximum wall height shall be 3.0 metres;
 - c) the wall shall be located in accordance with the Site Development Plan; and
 - d) the wall shall be of masonry construction designed to complement the masonry walls of the remainder of the dwelling.
- Where a masonry wall located on the side boundary of an allotment abuts
 a courtyard of the adjacent allotment, a light well may be constructed
 adjacent to that wall provided that it has a maximum depth from the
 common boundary of one (1) metre and a maximum length (parallel to
 the boundary) of three (3) metres.

1.7

3.5 Rear Boundary Setbacks

- Single storey dwellings shall be setback a minimum of 3 metres from the rear boundaries.
- Two storey detached and row dwellings shall be setback from the rear boundary in accordance with the Building Envelope requirements referred to in Section 5.0 of these guidelines.

4.0 BUILDING HEIGHT

- Single storey dwellings shall have a maximum height of 6.0 metres.
- Two storey dwellings shall have a maximum height of 8.0 metres.

5.0 BUILDING ENVELOPE

5.1 Detached Dwellings

- Two storey detached dwellings shall be sited within a building envelope determined by the following method:
 - a) planes are projected at 45° from a height of 3.5 metres above natural ground level at the side boundaries and 6 metres from the rear boundary to a maximum height of 8.0 metres; and
 - the setback and maximum wall height and length requirements stipulated in Section 3.0 above are complied with.
- Provided the distance to a boundary is not less than 1 metre, fascias, gutters, downpipes, eaves up to 0.6 metres, masonry chimneys, flues, pipes, domestic fuel tanks, cooling or heating appliances or other services may encroach beyond the building envelope provided it is not in contravention of any other requirement of these guidelines.
- An "attic" storey within the roof-line can be constructed provided that it
 does not diminish the amenity of neighbouring houses with respect to
 overlooking and the main roofline (excluding dormer windows) is
 contained within the building envelope referred to above.

5.2 Attached Dwellings

- A building comprising two storey row dwellings shall be sited within a building envelope determined by the following method:
 - a) planes are projected at 45° from a height of 5.5 metres above natural ground level at a 1.0 metre setback from the side boundaries of the two end row dwellings to a maximum height of 8.0 metres;

- b) planes are projected at 45° from a height of 3.5 metres above natural ground level at a point 6.0 metres from the rear boundary to a maximum height of 8.0 metres; and
- the setback requirements stipulated in Section 3.0 above are complied with.
- Provided the distance to a boundary is not less than 1 metre, fascias, gutters, downpipes, eaves up to 0.6 metres, masonry chimneys, flues, pipes, domestic fuel tanks, cooling or heating appliances or other services may encroach beyond the building envelope provided it is not in contravention of any other requirement of these guidelines.
- An "attic" storey within the roof-line can be constructed provided that it
 does not diminish the amenity of neighbouring houses with respect to
 overlooking and the main roofline (excluding dormer windows) is
 contained within the building envelope referred to above.

6.0 VEHICLE FARKING

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- On-site vehicular parking shall be provided at a rate of one (1) covered car park
 per dwelling plus one (1) additional car park.
- Additional car parks can be covered or uncovered and, if uncovered, spaces can
 be located in the driveway immediately in front of the garage or carport within the
 minimum setback distance.
- Garages and carports on allotments (a) less than 12.0 metres in width or (b) designated as "Driveway Location (single)" on the Site Development Plan, shall only accommodate a single car width.
- Garages and carports shall be provided under the main roof, or, if freestanding, the roof form and materials must match those of the associated dwelling.
- Where a garage abuts a courtyard area within an allotment, a door (with a minimum set back of 1.0 metre) shall be provided at the rear of the garage, to provide access through to the courtyard.
- In order to reduce the visual impact of garaging of vehicles on the streetscape character, visual interest in the door treatments should be provided.

7.0 VEHICLE ACCESS TO ALLOTMENTS AND CROSS-OVERS

- The maximum width of a driveway at the front property boundary shall be 3.0
 metres and 5.0 metres for single and double garages/carports respectively, with
 cross-overs having a maximum splay of 1.0 metres either side to the street kerb if
 necessary.
- Cross-overs and driveways shall be located in accordance with the Site Development Plan
- Cross-overs shall be constructed using paving materials to match with the footpaths (to be specified). Property owners must therefore check with the City of Marion prior to the construction of any cross-overs.

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 A 50mm UPVC conduit (for future irrigation of street trees) shall be installed 300mm under each cross-over immediately behind the back of the kerb. The conduit must be capped, extend 200mm past the cross-over and its location marked with a timber peg.

8.0 PRIVATE OPEN SPACE

- Private open space includes open space on a site available for the exclusive use
 of the householder and which:
 - (a) is screened from public areas and adjoining properties by a fence of a minimum 1.8 metres in height; and
 - (b) has a minimum dimension of 3.0 metres.
- In two storey development a balcony or roof top area having a minimum area of 10 square metres with a minimum dimension of 2 metres shall also be defined as private open space.
- Private open space comprising a minimum of 20% of the site area shall be provided, and shall include one 'principal' area which
 - (a) has a minimum area of 25 square metres;
 - (b) has a minimum dimension of 4 metres;
 - (c) is directly accessible from a living area of the dwelling.
- The principal area of private open space should, where practical, have a northerly orientation.
- A minimum of 50% of the area of open space surrounding dwellings shall not be sealed with impervious materials such as concrete, pavers or plastic membrane.
- Courtyards, which may comprise the "principal" area of private open space, shall be located in accordance with the Site Development Plan.

9.0 PRIVACY

- Dwellings shall be sited and designed to minimise overlooking into the private open space of adjoining allotments.
- Upper storey windows should be designed and sited to minimize the potential to overlook the private open space of adjoining allotments through techniques such as:
 - a) positioning windows at angles to the boundary;
 - b) using obscure glass or glass block;
 - c) using screens, wing walls etc.;
 - d) having slil heights of 1.7 metres or greater above the floor level;

:

e) using obscure glass or glass block (fixed) below 1.7 metres and clear glass (fixed or openable) above 1.7 metres.

 Upper storey balconies and terraces shall be positioned and designed to minimize overlooking of private open space of adjoining allotments.

10.0 ROOF FORM / DWELLING ENTRIES

- A simple roof form providing articulated shapes with hips, gables or other forms should be used and, where appropriate, the use of dormers, verandahs, balconies or other decorative architectural elements should also be used.
- The minimum roof pitch shall be 24°
- Where possible a section of roof (other than a section highly visible from a public street or reserve) should have a northerly orientation to facilitate solar energy collection.
- Dwelling entries should be clearly visible and easily identifiable from public areas.
 This should be achieved through the use of a transitional space such as a porch or verandah which should be highlighted, or by the roof form, which should be differentiated above the entry point from that above garages or carports.

11.0 BUILDING MATERIALS

11.1 Walls

- Exterior wall cladding shall be constructed from exposed, bagged or rendered brick; cement rendered block work; stone; and/or tilt-up concrete slab panels (painted, rendered or faced) - or a suitable combination of these materials.
- The use of composite design techniques (which use a mix of construction materials including masonry, lightweight and decorative) may be approved subject to design merit, and provided that the masonry (or masonry effect) elements of walls predominate. These techniques are particularly useful:
 - to break up large expanses of exposed brick walling (eg feature panels, gable ends and upper halves of walls);
 - as features above windows to improve the articulation of walls by separating lightweight and massive materials;
 - for upper level walls to reduce cost and improve visual effect.
- The exterior walls of dwellings should predominantly be of light colours.

11.2 Roof

 Roof materials should be selected from either colorbond, tiles, slate or 'slate-effect' concrete tiles and shall be of a light and earthy colour.

12.0 ENERGY AND WATER CONSERVATION

12.1 Orientation and Receipt of Sunlight

- The major living areas within dwellings and the principal area of private open space should (where practical) be north facing (i.e. between 30° and 20° west of true north) to allow receipt of direct sun during cooler months.
- Principal living rooms which have a northerly orientation shall contain windows which are designed to allow the entry of sunlight during cooler months.
- Shading devices such as wider eaves, canopies, pergolas with deciduous vines and landscaping shall be designed and located to allow the entry of sunlight during cooler months and the shading of sunlight during warmer months into north and west facing windows.

12.2 Insulation

- All external walls and inaccessible parts of the ceiling (eg above the eaves, above raked cellings etc) of all dwellings shall be insulated at the time of dwelling construction to the equivalent of not less than:
 - (a) 1.2 R rated insulation material in walls; and
 - (b) 2.0 R rated insulation material in ceilings.

12.3 Draught Excluders/Weather Seals

 Draught excluders/weather seals shall be fixed to all external doors upon occupancy.

12.4 Rain Water Tanks

- If a rainwater tank is provided, its maximum height shall be 2.4 metres and it should be appropriately screened from view from adjoining properties.
- The overflow from all rainwater tanks shall be directed via underground stormwater pipes to the street or an appropriately designed soakage system within the allotment.

13.0 FENCING

- Front boundary fencing to allotments with frontages greater than 8.0 metres is
 optional and where provided shall have a maximum height of 1200mm and be of
 an 'open' construction to allow views of the dwelling from the street.
- Side and rear boundary fences shall be constructed of 1.8 metre high pre-coated metal, beige in colour.

14.0 DOMESTIC OUT-BUILDINGS

- Each allotment shall contain no more than one outbuilding (other than an undercover car park).
- Out-buildings shall have a maximum floor area of 10 square metres and a maximum wall height of 1.8 metres and maximum height to the ridge-line of 2.4 metres.
- · Out-buildings shall:
 - a) be setback 0.6 metres from side or rear boundaries;
 - b) not overshadow or block light from the windows or area of principal open space of adjoining dwellings; and
 - be finished in materials and colours to match with fencing materials or materials or colours of the associated dwelling, or be finished in beige colorbond.
- No outbuilding shall be located between any elevation of a dwelling which addresses a public road or reserve.

15.0 LANDSCAPING OF FRONT GARDENS

 Landscaping of front garden areas to the front property boundary shall be established within six months of completion of the dwelling and shall be maintained in perpetuity.

16.0 MISCELLANEOUS REQUIREMENTS

- An area for storage (preferably of minimum area of 6m²) is encouraged to be provided on each allotment, either internal to the dwelling or within the garage/carport area.
- All utility and mechanical equipment (e.g. air conditioners, satellite dishes, solar
 water heating receptors etc.) shall be located below the ridge line of the roof and
 screened from public view and, if likely to generate noise, should be located such
 that the risk of adverse noise impacts to adjacent residents is minimised (e.g.
 located away from adjacent bedroom windows).
- Antennae shall be located within the roof space unless it can be demonstrated that reception is adversely affected. In such cases, they shall be located so as not to be visible from a public road and shall not be higher than the ridge line of the roof.

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