

# VICTORIA GOVERNMENT G A Z E T T E

No. S 32 Tuesday 3 July 1990

By Authority Jean Gordon Government Printer Melbourne

**SPECIAL**

## *Bayside Project Act 1988*

### PLAN OF SUBDIVISION

The Governor in Council under section 29 (1) of the *Bayside Project Act 1988* declares:

- (a) that Plan of Subdivision Surveyor's reference 8889 prepared by licensed surveyor Geoffrey James Turner and dated 10 July 1989 being a plan of subdivision of the Bayside land or a part of the Bayside land, as defined in the Act, is a plan for the purposes of column 1 of an item in Schedule 3 of the Act;
- (b) the particulars for inclusion in that item are as set out in the attached Schedule; and
- (c) that by-laws applicable to the body corporate in that item are the by-laws set out in the attached Schedule.

Dated 26 June 1990

Responsible Minister:

DAVID WHITE  
Minister for Major Projects

NEIL MORROW  
Clerk of the Executive Council

### SCHEDULE

#### PLANS OF SUBDIVISION

Item	Column 1 Plan of Subdivision	Column 2 Primary Allotments (Lots on Plan referred to in Column 1)	Column 3 Name of Body Corporate	Column 4 Common Allotments (Lots on Plan referred to in Column 1)	Column 5 By-Laws Applicable to Body Corporate
1	Plan of Subdivision Surveyor's reference 8889 prepared by licensed surveyor Geoffrey James Turner and dated 10 July 1989	Lots, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16	Sandridge Body Corporate No. 1	Lot 17	Sandridge Body Corporate No. 1 By-laws in the attached Schedule A.

### SCHEDULE A

#### SANDRIDGE BODY CORPORATE NO. 1—BY-LAWS

Pursuant to Section 14 (1) and Column 3 of Item 1 of Schedule 3 of the *Bayside Project Act 1988* (as amended).

The following By-laws shall be the By-laws for the purposes of Section 23 of the *Bayside Project Act 1988* (as amended) numbered as set out hereunder:

The by-laws are arranged as follows:

HEADING	PAGE
CHAPTER 1—DEFINITIONS;	
Part 1—Introduction	4-5
Part 2—Definitions	5-8

## CHAPTER 2—PART 1—GENERAL BY-LAWS;

1	Application & Severability	9
2	Strata Act By-Laws & Subdivision Act Regulations	
	Do Not Apply	9
3	Lot Entitlement & Lot Liability	9
4	Consolidation of Lots	9
5	Subdivision of Primary Lots	9
6-7	Amendment of Register Book	10
8	Restricted Areas and Service Areas	10
9	Publicly Accessible Open Space	10
10	Contribution to Outgoings & Share of Surplus	10
11	Primary Body Corporate Permitted to Do Works	10
12	Obligations of Members of Primary Body Corporate	11
13	Compliance with Notices from Primary Body Corporate	11
14	Duties of Primary Body Corporate	11
15	Powers of Body Corporate	11-12
16-25	Executive Committee	12-14
26-41	General Meetings of Primary Body Corporate	14-15
42	Common Seal of Primary Body Corporate	15
43-44	Responsibilities of Members and Occupiers	15-16
45-46	Insurance	16
47	Service of Notices on Primary Body Corporate	16
48	Occupiers to be Bound By By-Laws and Rules	16
49	Warranties	16
50	Planning Amendment & Planning Permits	17

## PART 2—ARCHITECTURAL COMMITTEE

51	General Provisions	17
52	Appointment of Architectural Committee	17
53	Consent to Plans and Specifications	18
54	Promulgation of Rules	18
55	Decisions of Architectural Committee	18-19
56	Meetings of Architectural Committee	19
57	No Waiver of Future Approval	19
58	Compensation of Members	19
59	Appeal	19
60	Inspection of Work	19-20
61	Non-liability of Members	20
62	Variance	20

## CHAPTER 3—THOROUGHFARE BY-LAWS;

Part 1—Adoption of the Traffic Regulations	20
Part 2—Additional Thoroughfare By-laws	20-21
Part 3—Service and Security Controls	
Service Controls	21
Security Controls	21-22
Part 4—Use of Parts of Secondary Throughfares for Concessions	22
Part 5—Offences and Enforcement	22

## CHAPTER 4—PART 1—DEVELOPMENT CONTROL BY-LAWS;

Application	22
1—Residential Single Lot	
Development Density and Massing	24-28
Overshadowing	28
Dwelling Open Space	28-29
Privacy	29
Vehicular Provisions	29
Streetscape and Canalscape Character	30-32

2—Medium Density Residential: Princes Pier	
Development Density and Massing	34
Microclimate	34
Dwelling Open Space	35
Privacy	35
Vehicular Provisions	35
Development Character	35-36
3—Marina, Princes Peir and Promenade Residential	
Density Development and Massing	37-42
Microclimate	43
Dwelling Open Space	43
Privacy	43
Vehicular Provisions	43-44
Development Character	44-45
4—Residential Single Lot: Ministry of Housing	
Development Density and Massing	45-46
Overshadowing	46
Dwelling Open Space	46
Privacy	47
Vehicular Provisions	47
Development Character	47-48
5—Commercial/Residential	
Development Density and Massing	49-54
Microclimate	54
Open Space	54
Privacy	54
Vehicular Provisions	54-55
Development Character	55-56
6—Town Centre	
Development Density and Massing	57-59
Microclimate	59
Open Space	59
Privacy	59
Vehicular Provisions	59-60
Development Character	60-61

## CHAPTER 5—RESIDENTIAL PRECINCT ACTIVITIES BY-LAWS;

Part 1—Application	62
Part 2—Tree Preservation	
Application of By-laws	62
Prohibition against Destruction etc.	62
Exemption from Compliance	62
Obtaining of Certificate	62-63
Consent of Registered Proprietor	63
Penalty	63
Part 3—Repair and Maintenance	
Obligations	63
Restrictions	63
Part 4—Use Restrictions	
Prohibition of Commercial Use	63
Signs	63
Nuisance	63-64
Vehicles	64
Animals	64
Responsibility for Invitees	64
Mining	65
Unsuitable Items	65
Antennae	65
Security Systems	65

Window Covers	65
Temporary Building	65
Penalty	65
Part 5—Rules	65
<b>CHAPTER 6—COMMERCIAL PRECINCT ACTIVITIES BY-LAWS;</b>	
Part 1—Application	65
Part 2—Tree Preservation	
Application by By-laws	66
Prohibition against Destruction etc.	66
Exemption from Compliance	66-67
Obtaining of Certificate	67
Consent of Registered Proprietor	67
Penalty	67
Part 3—Repair and Maintenance	
Obligations	67
Restrictions	67
Part 4—Use Restrictions	
Prohibition of Non-Permitted Use	67
Signs	67
Nuisance	68
Vehicles	68
Animals	68
Responsibility for Invitees	68
Mining	69
Unightly Items	69
Antennae	69
Insurance Rates	69
Leasing	69
Penalty	69
Part 5—Rules	69
<b>CHAPTER 1—INTRODUCTION AND DEFINITIONS</b>	
Part 1—Introduction	Page 1
Part 2—Definitions	Page 3

## PART 1—INTRODUCTION

**Bayside Project Act 1988**

These By-laws are made pursuant to Section 23 of the *Bayside Project Act 1988* as amended by the *Bayside Project (Amendment) Act 1989* ("Bayside Act").

The Bayside Act was proclaimed in 1988, and was enacted to facilitate the development of the "Bayside Project", being an integrated residential, commercial and recreational development at Port Melbourne, Victoria being carried out by Sandridge City Development Co. Pty. Ltd.

**Precincts and Thoroughfares**

The Bayside land is divided into several Precincts described on the Precinct Plan, which are linked by Primary and Secondary Thoroughfares. The system of Primary Thoroughfares is designed to provide access from outside roads to the Precincts within the site. When a Primary Lot is subdivided then each Secondary Lot will have access through the system of secondary Thoroughfares.

**Primary and Secondary Plans of Subdivision**

The Bayside Act provides for the registration of a Primary Plan of Subdivision which is consistent with the Precinct Plan forming part of these By-laws. Each Primary Lot on the Primary Plan existed initially as a separate title, and in most instances there are Secondary Plans of Subdivision of the Primary Lots.

**Primary Body Corporate**

The Bayside Act also established a special management structure which is designed to provide for the on going management of the development, and ensures that all persons having an interest in any part of the site have their rights and obligations defined in the Act and these By-laws. The management structure is established by the creation of a Primary Body Corporate, constituted upon registration of the Primary Plan of Subdivision. The Primary Body Corporate owns all Common Allotments shown on the Primary Plan and is responsible under

the Bayside Act for maintenance and cleaning of the canals and water basin which are part of the project. It is not responsible for the development costs of the canals or water basin.

The Bayside Act contains specific provisions dealing with the powers, authorities, duties and function of the Primary Body Corporate, and are based on many of the provisions of the earlier Strata Titles Act. These By-laws regulate the decision making processes and the manner in which the Primary Body Corporate implements and finances its decisions.

During the first five years of the development all votes of the Primary Body Corporate are controlled by Sandridge City Development Co. Pty. Ltd. as developer, and for a further period of ten years that company has full power over the architectural and development control approval process.

#### CHAPTER 1—INTRODUCTION

##### Lot Entitlement and Lot Liability

The members of the Primary Body Corporate initially comprise the owners of the Primary lots on the Primary Plan of Subdivision. Each Lot has a responsibility to contribute to the Primary Body Corporate in accordance with its Lot Liability, and enjoys a corresponding Lot Entitlement.

As each Primary Lot is subdivided, the Lot Entitlement and Lot Liability of the Primary Lot are distributed to the Lots on the Secondary Plan of Subdivision, so the proportionate Lot entitlement and Lot liability in respect of the Primary Body Corporate is maintained.

##### Secondary Bodies Corporate

If a Primary Lot is subdivided with its own Secondary Body Corporate, then the Secondary Body Corporate, but not the members of the Secondary Body Corporate, will be a member of the Primary Body Corporate. In this way every owner at Bayside is represented on the Primary Body Corporate.

Each Secondary Body Corporate within a Precinct will have its own by-laws, made either through a Secondary Plan of Subdivision and Secondary Body Corporate being registered under Schedule 3 of the Bayside Act, or through a conventional plan of subdivision with a body corporate under the Subdivision Act.

##### Planning Scheme

The Bayside Project is also regulated by certain provisions of the Port Melbourne Planning Scheme, which establishes a special Comprehensive Development Zone for the purpose. The Development Plan approved by the Minister for Planning and Environment as Responsible Authority controls the types of use and developments which are permitted.

The Planning Scheme also provides that for the purposes of the *Building Control Act 1981* (Vic.), the siting of buildings (including their height, location and the proportion of open space to be provided around them) and the prescription of minimum areas of land on which buildings may be constructed on Bayside land are to be regulated by these By-Laws.

The Development Control By-laws regulate the size, shape, height, colour, texture and overall placement of buildings and other structures and general architectural control in the various precincts.

##### Architectural Committee

The Development Control By-laws are administered by the Architectural Committee of the Primary Body Corporate. Unless a development application has the consent of the Architectural Committee then application cannot be made for building approval under the Building Regulations. The Architectural Committee must take account of the Development Control By-laws, but it has a discretion in their application.

If consent to a development application is refused by the Architectural Committee the applicant can appeal; during the first five years of the project, to Sandridge City Development Co. Pty. Ltd., and afterwards to the Executive Committee of the Primary Body Corporate.

##### Executive Committee

The Primary Body Corporate generally operates through its Executive Committee, which is elected at each annual general meeting of the Primary Body Corporate.

##### Enforcement of By-laws

The By-laws also regulate activities and behaviour in the various Precincts, and are binding on all owners and occupiers of Lots at Bayside, and can be enforced by Court orders and fines imposed by the Magistrates' Court.

#### PART 2—DEFINITIONS

Unless the context otherwise requires the following terms whenever appearing in the By-laws shall have the following meanings:

"Architectural Committee" means the Architectural Committee established pursuant to these By-laws.

"**Bayside Act**" means the *Bayside Project Act 1988* (Vic.) as amended by the *Bayside Project (Amendment) Act 1989* and includes any amendments to either of those Acts.

"**Bayside land**" shall have the same meaning in these By-laws as in the Bayside Act from time to time.

"**Building**" includes part of a building and also includes structure, temporary building, temporary structure and any part thereof.

"**Building Controller**" means the person or body pursuant to Section 37 of the Bayside Act from time to time carrying out the administration and enforcement of the *Building Control Act 1987* (Vic.) (as may be amended from time to time) and any regulations made thereunder.

"**By-laws**" means these By-laws as may be amended from time to time pursuant to the By-laws or Sections 23 or 29 of the Bayside Act.

"**Canal**" means a canal or canals forming part of the Bayside land.

"**Car Parking Space**" means a space set aside for the purpose of accommodating the parking of a stationary motor car and includes an Enclosed Car Parking Space.

"**Carpark Management Prescription**" means a management prescription forming part of the Development Plan or a By-law or Rule regulating the maintenance and operation of areas set aside for Car Parking Spaces.

"**Class I Building**" means a Principal Structure for habitable uses containing not more than one (1) Dwelling.

"**Class II Building**" means a Principal Structure for habitable uses containing two (2) or more Dwellings.

"**Class X Building**" means an outbuilding that is detached from any other class of Building, and includes a garage or storage facility.

"**Company**" means Sandridge City Development Co. Pty. Ltd. being a Company duly incorporated in Victoria.

"**Concession**" means a lease licence permit authorization right entitlement concession or privilege to use and enjoy any Concession area on such terms and conditions as may be determined by the Executive Committee.

"**Concession area**" means an area forming part of any Primary Common Property or Open space on any Lot or any Throughfare on any Lot for which the Primary Body Corporate may grant a Concession.

"**Development Plan**" means the Development Plan described in the Planning Scheme as may be amended and in force for the time being relating to the Bayside land.

"**Dwelling**" means any residence erected on any Lot and intended for domestic residential use.

"**Dwelling Open Space**" means Open space associated with a Dwelling principally for the use of the Occupier of that Dwelling.

"**Enclosed Car Parking Space**" means a Car Parking Space fully enclosed in a Class X Building or forming part of a Class I or Class II Building.

"**Executive Committee**" means the Executive Committee of the Primary Body Corporate created pursuant to these By-laws.

"**Floor Space Ratio**" means the total area (in square metres) measured at each floor level of a Building, (including any basement or mezzanine or attic area) contained within the outmost limit of external walls of all enclosed structures (including Class X Buildings, garages, outbuildings and plant areas) on a Lot divided by the total area (in square metres) of such Lot.

"**Improvements**" means all improvements (including all vegetation) made on and to a Lot.

"**Lot**" means a Lot designated as such on the Primary Plan or on any Secondary Plan of Subdivision.

"**Lot Coverage**" means the percentage ratio of the total area of a Lot covered by Buildings with closed walls to the total area of that Lot. The area of all Buildings (including garages and Class X Buildings) measured to the outermost limit of their exterior walls shall be included in the calculation of Lot coverage.

"**Lot Table**" means the Lot table described in By-law 3 of Chapter 2 (as may be amended from time to time pursuant to these By-laws) to be kept by the Primary Body Corporate as part of the Records.

"**Member**" means either a member of the Primary Body Corporate for the purposes of Section 14 of the Bayside Act or a member of a Secondary Body Corporate as the case may be.

"**Occupier**" means a person or company in occupation of or using (permanently or temporarily) a Lot or any part thereof (whether by means of lease or licence or howsoever arising).

"**Open space**" means open space described as such on the Open space plan but does not include Dwelling Open Space.

"**Open space plan**" means the open space plan referred to in the Planning Scheme.

"Outgoings" of the Primary Body Corporate includes all expenses, liabilities, costs, outgoings and losses of or incidental to the Primary Body Corporate and the Architectural Committee and the Executive Committee carrying out or exercising its or their duties, responsibilities or powers under the Bayside Act or the By-laws or the Rules including without limiting the generality of the foregoing all moneys payable to any responsible authority or local authority or person or corporation in connection with the maintenance, cleaning or repair of the Canal or Water Basin or any Common Property.

"Owner" means the Registered proprietor of any Lot.

"Planning Scheme" means the Port Melbourne Planning Scheme insofar as it affects the Bayside land or any part thereof.

"Plan of Consolidation" means a Plan of Consolidation described in By-law 4 of Chapter 2.

"Precinct A1" means that area so designated on the Precinct Plan.

"Precinct A2" means that area so designated on the Precinct Plan.

"Precinct A3" means that area so designated on the Precinct Plan.

"Precinct B1" means that area so designated on the Precinct Plan.

"Precinct B2" means that area so designated on the Precinct Plan.

"Precinct B3" means that area so designated on the Precinct Plan.

"Precinct B4" means that area so designated on the Precinct Plan.

"Precinct C1" means that area so designated on the Precinct Plan.

"Precinct C2" means that area so designated on the Precinct Plan.

"Precinct C3" means that area so designated on the Precinct Plan.

"Precinct C4" means that area so designated on the Precinct Plan.

"Precinct C5" means that area so designated on the Precinct Plan.

"Precinct C6" means that area so designated on the Precinct Plan.

"Precinct C7" means that area so designated on the Precinct Plan.

"Precinct D" means that area so designated on the Precinct Plan.

"Precinct E" means that area so designated on the Precinct Plan.

"Precinct Plan" means the Precinct Plan or Plans annexed hereto.

"Primary Lot" means a Lot described in Column 2 of Item 1 of the Third Schedule to the Bayside Act.

"Primary Body Corporate" means Sandridge Body Corporate No. 1 being the Body Corporate described in Column 1 of Item 1 of the Third Schedule to the Bayside Act.

"Primary Common Property" means Common Property vested in the Primary Body Corporate from time to time by virtue of an Item in the Third Schedule to the Bayside Act and includes any area which may become Primary Common Property pursuant to Section 29 of the Bayside Act.

"Primary Plan" means the plan of subdivision comprising Column 1 of Item 1 of the Third Schedule to the Bayside Act.

"Primary Thoroughfare" means the primary thoroughfare or thoroughfares as described on the Primary Thoroughfare Plan.

"Primary Thoroughfare Plan" means the Primary Thoroughfare Plan attached hereto or any part thereof.

"Principal Structure" means a Building designed, constructed or adapted for activities normally associated with domestic living and includes all normal interior floor areas but shall not include a Class X Building.

"Publicly accessible Open space" means the areas designated for publicly accessible Open space on the Open space plan.

"Records" of the Primary Body Corporate include the Lot Table, minutes of meetings of the Primary Body Corporate, Executive Committee and Architectural Committee (including resolutions), register of Members of the Primary Body Corporate, register of Owners of Lots on the Primary Plan, books of account, register of matters required by the Planning Scheme and the By-laws and Rules of the Primary Body Corporate applicable from time to time.

"Register Book" means the Register Book kept by the Registrar of Titles under the *Transfer of Land Act* 1958 (Vic.)

"Register of Specified Levels" means the register incorporating the specified levels maintained by the Primary Body Corporate.

**"Registered proprietor"** shall have the same meaning in these By-laws as in Section 14 (9) of the Bayside Act.

**"Residential Precincts"** means Precincts A1, A2, A3, B1, B2, B3, B4, C1, C2, C3, C4, C5, C6, C7, those Lots in Precinct D at any time which are intended for the purpose of constructing Dwellings, and Precinct E.

**"Restricted areas"** means the areas of Primary Common Property not being Publicly accessible Open space or Concession areas or Service areas.

**"Rules"** means the Rules made pursuant to section 22 of the Bayside Act or pursuant to these By-laws by the Primary Body Corporate, as may be amended from time to time.

**"Sandridge Community"** means the community contained within the Residential, Canal, Water Basin, Town Centre and other Precincts comprising the Bayside land.

**"Secondary Lot"** means a Lot on a Secondary Plan of Subdivision.

**"Secondary Body Corporate"** means a body corporate of a Secondary Plan of Subdivision.

**"Secondary Common Property"** means in relation to any Secondary Plan of Subdivision, the Common Property forming part of the relevant Secondary Plan of Subdivision.

**"Secondary Plan of Subdivision"** means a plan of subdivision of Bayside land that forms the whole or part of, or that used to form the whole or part of, a Primary Lot.

**"Secondary Thoroughfare"** means any Thoroughfare which is not a Primary Thoroughfare.

**"Service areas"** means those areas forming part of Primary Common Property or otherwise controlled by the Primary Body Corporate, used for the purpose of storage, servicing, maintenance, plant and other services carried on by the Primary Body Corporate.

**"Site"** means the whole or the relevant part of the Bayside land.

**"Special resolution"** means a resolution passed at a general meeting of the Primary Body Corporate of which at least fourteen days' notice specifying the intention to propose the resolution as a Special resolution has been given and at which persons entitled to exercise not less than three-fourths of the value of the votes exercisable in respect of all the Lot entitlements vote in favour of the resolution.

**"Specified Ground Level"** means those levels specified for a Lot and incorporated in the Register of Specified Levels.

**"Storey"** means that space within a Building which is situated between one floor level and the floor level next above, or if there is no floor above, the ceiling or roof above, but not a mezzanine, and for the purpose of determining maximum allowable Building height a Storey shall be deemed to be a maximum height of 6 metres above floor level. A mezzanine shall be regarded as a Storey if it comprises in excess of 30% of the floor area of the Storey within which it is located. A basement projecting less than 1.2 metres above natural ground level does not constitute a storey.

**"Strata Act"** means the *Strata Titles Act 1967* (Vic.) as construed and applying to the Bayside Land in accordance with the Bayside Act.

**"Thoroughfare"** means an area intended for obtaining access between different parts of the Bayside land by vehicle or boat or on foot and includes a road, street, highway, carriageway, Canal, Water Basin, lane, footway, square, court or alley comprising any part of the Bayside land.

**"Thoroughfare Setback"** means the setback from any Primary Thoroughfare or Secondary Thoroughfare.

**"Traffic Plan"** means the Traffic plan described in the Planning Scheme as may be amended from time to time.

**"Unanimous resolution"** subject to By-law 38 of Chapter 2 means a resolution passed at a general meeting of the Primary Body Corporate of which at least fourteen days notice specifying the intention to propose the resolution as a Unanimous resolution has been given and at which persons entitled to exercise not less than one hundred percentum (100%) of the value of the votes exercisable in respect of the Lot entitlement vote in favour of the resolution.

**"Water Basin"** means the Central Water Basin as described on the Development Plan.

## CHAPTER 2—GENERAL BY-LAWS

Part 1—Primary Plan of Subdivision and Primary Body Corporate

Part 2—Architectural Committee



## PART 1—PRIMARY PLAN OF SUBDIVISION AND PRIMARY BODY CORPORATE

## APPLICATION &amp; SEVERABILITY

1.1 The By-laws in Chapters 1, 2 and 3 are binding on all Members and Secondary Bodies Corporate and, insofar as they prohibit certain acts, on Occupiers and any other person using or enjoying any Primary Common Property, as if they were Members of the Primary Body Corporate.

1.2 The provisions of the By-laws in this Chapter shall as far as possible, be construed as several provisions to the intent that where any such provision would, but for this By-law, be invalid or unenforceable, then the remaining provisions of these By-laws shall nevertheless be valid and enforceable.

## STRATA ACT BY-LAWS AND SUBDIVISION ACT REGULATIONS DO NOT APPLY

2.1 The by-laws set out in the First Schedule and the Second Schedule to the Strata Act shall not apply to the Primary Body Corporate.

2.2 Except as otherwise provided in the By-laws, the regulations made under Section 29(2) of the *Subdivision Act 1988* (Vic.) shall not apply to the Primary Body Corporate.

## LOT ENTITLEMENT AND LOT LIABILITY

3. Subject always to By-laws 4-7 (inclusive) of this Chapter, the Lot entitlement and Lot liability of each Member of the Primary Body Corporate is as set out in the following Lot Table:

LOT TABLE

Column 1 Primary Lot	Column 2 Lot Entitlement	Column 3 Lot Liability
Primary Lot 1	208 (2.08%)	208 (2.08%)
Primary Lot 2	733 (7.33%)	733 (7.33%)
Primary Lot 3	1747 (17.47%)	1747 (17.47%)
Primary Lot 4	285 (2.85%)	285 (2.85%)
Primary Lot 5	200 (2.00%)	200 (2.00%)
Primary Lot 6	422 (4.22%)	422 (4.22%)
Primary Lot 7	323 (3.23%)	323 (3.23%)
Primary Lot 8	450 (4.50%)	450 (4.50%)
Primary Lot 9	32 (0.32%)	32 (0.32%)
Primary Lot 10	245 (2.45%)	245 (2.45%)
Primary Lot 11	485 (4.85%)	485 (4.85%)
Primary Lot 12	197 (1.97%)	197 (1.97%)
Primary Lot 13	2118 (21.18%)	2118 (21.18%)
Primary Lot 14	1345 (13.45%)	1345 (13.45%)
Primary Lot 15	1054 (10.54%)	1054 (10.54%)
Primary Lot 16	156 (1.56%)	156 (1.56%)
Total	10000 (100.0%)	10000 (100.00%)

## CONSOLIDATION OF LOTS

4. For the purposes of Section 24(1)(b) of the Bayside Act, upon approval or registration by the Registrar of Titles of a Plan of Consolidation of two or more Lots specified in Column 1 of the Unit Table (or any part or parts thereof) the Executive Committee shall amend the Unit Table:-

4.1 to specify the Plan of Consolidation in Column 1 in place of the Lots (or parts thereof) that have been consolidated; and

4.2 to specify in Columns 2 and 3 respectively opposite the Plan of Consolidation the total Lot entitlement and total Lot liability of the consolidated Lots.

## SUBDIVISION OF PRIMARY LOTS

5. For the purposes of Section 24(b) of the Bayside Act, upon registration by the Registrar of Titles of a Secondary Plan of Subdivision of a Primary Lot (or part thereof) specified in Column 1 of the Lot Table the Executive Committee shall amend the Lot Table:-

5.1 to specify in Column 1 each Lot (or part thereof) on the Secondary Plan of Subdivision in place of the Primary Lot (or part) that has been subdivided; and

5.2 to specify in Columns 2 and 3 respectively opposite each Lot on the Secondary Plan of Subdivision the Lot entitlement and Lot liability of the Owner of such Lot as notified to the Primary Body Corporate in accordance with By-law 6 of this Chapter by the Owner of the Primary Lot (or part thereof) that has been subdivided, or in default of such notification as determined by the Primary Body Corporate in accordance with By-law 7 of this Chapter.

#### **AMENDMENT OF THE REGISTER BOOK**

6. The Owner of a Lot or Lots shall upon the registration by the Registrar of Titles of a Secondary Plan of Subdivision of the Lot or a Plan of Consolidation incorporating the Lot notify the Primary Body Corporate in writing of the approval or registration of the Secondary Plan of Subdivision or the Plan of Consolidation (as appropriate) and also the Lot entitlement and Lot liability of each Lot created by the Secondary Plan of Subdivision or the Plan of Consolidation provided that the total Lot entitlement and total Lot liability of all Lots created by the Secondary Plan of Subdivision or the Plan of Consolidation shall equal the Lot entitlement and Lot liability of the Lot that has been subdivided or the former Lots incorporated in the Plan of Consolidation (as appropriate) and the Primary Body Corporate shall upon satisfying itself of such approval or registration amend the Records of the Primary Body Corporate accordingly.

7. If the Owner of a Lot that has been subdivided does not give notice pursuant to By-law 6 the Primary Body Corporate shall upon satisfying itself of such registration determine by resolution the Lot entitlement and Lot liability of each Lot created by the Secondary Plan of Subdivision or Plan of Consolidation so that the total Lot entitlement and Lot liability of all Lots created by the Secondary Plan of Subdivision or the Plan of Consolidation equals the Lot entitlement and Lot liability of the Lot that has been subdivided or the former Lots incorporated in the Plan of Consolidation (as appropriate) and the Primary Body Corporate shall amend the Records of the Primary Body Corporate accordingly.

#### **RESTRICTED AREAS AND SERVICE AREAS**

8. Subject to the Bayside Act and without limiting the powers of the Primary Body Corporate under the Bayside Act or the By-laws or the Rules to authorize other persons to use the Restricted Areas, the Primary Body Corporate may by ordinary resolution authorize :-

8.1 any Member or Occupier at any time to use and enjoy the Restricted Areas for any purpose for which they may be used under these By-laws or under the Primary Plan and;

8.2 any employee of the Primary Body Corporate to have access to the Service areas. Otherwise, no person (including any Member, Owner or Occupier of any Lot) shall be entitled to have access to the service areas without the consent of the Executive Committee.

#### **PUBLICLY ACCESSIBLE OPEN SPACE**

9. Without limiting By-law 15.1.15 of Chapter 2 the Primary Body Corporate and any Secondary Body Corporate and their Members and Occupiers shall subject to the By-laws and the Rules not prevent or obstruct members of the public from using and enjoying the Publicly accessible Open space (including the defined access ways pursuant to Section 26(1) of the Bayside Act) between sunrise and sunset and on such other occasions and at such other times as may be approved by the Executive Committee.

#### **CONTRIBUTION TO OUTGOINGS AND SHARE OF SURPLUS**

10.1 Without limiting Section 16(d) or Section 18 of the Strata Act, the Outgoings and liabilities of the Primary Body Corporate incurred in connection with the performance of any duty or the exercise of any power conferred by the Strata Act or the Bayside Act or the By-laws or the Rules shall, unless otherwise resolved by Special resolution of the Primary Body Corporate, be borne by the Members of the Primary Body Corporate in the same proportion that their respective Lot liability bears to the total Lot liability.

10.2 Without prejudice to Section 18(1)(c) of the Bayside Act, the surplus (if any) determined from time to time from activities of the Primary Body Corporate including activities arising from, or from the use of, any Primary Common Property shall, unless otherwise resolved by the Primary Body Corporate, be distributed or credited to the Members of the Primary Body Corporate in the same proportion that their respective Lot entitlement bears to the total Lot entitlement.

#### **PRIMARY BODY CORPORATE PERMITTED TO DO WORKS**

11. The Primary Body Corporate and its agents and delegates shall be permitted at all reasonable times on notice (excepting in case of emergency when no notice shall be required) to enter upon any Lot for the purpose of exercising any right or performing any duty conferred or imposed on it by the Bayside Act or the Strata Act or the Rules or the By-laws including, without affecting the generality of the foregoing, the inspection of the

Lot and any Improvements thereto, the carrying out of any maintenance repairs or work required to be carried out by the Member or ensuring that the Rules and By-laws are being observed.

#### **OBLIGATIONS OF MEMBERS OF PRIMARY BODY CORPORATE**

12. A Member of the Primary Body Corporate shall do or cause to be done the following -

12.1 forthwith pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his or her Lot other than assessments which are levied against an owner of a Lot on a Sundry Plan;

12.2 repair and maintain the Improvements on his or her Lot and keep the same in a state of good repair;

12.3 notify the Primary Body Corporate forthwith in writing of any change of ownership (including details of alterations made in the Register Book regarding his or her Lot) or Occupancy of his or her Lot or of his or her Improvements; and

12.4 insure and keep insured all Improvements on his or her Lot for the full replacement value thereof and on the written request of the Primary Body Corporate produce to the Executive Committee the policy or policies of insurance effected by the Member and the receipt or receipts for the last premium or premiums in respect thereof.

12.5 being a Secondary Body Corporate, will comply with its obligations under any By-law relating to that Secondary Body Corporate and enforce the obligations of its Members pursuant to its By-laws or rules.

#### **COMPLIANCE WITH NOTICES FROM PRIMARY BODY CORPORATE**

13. No Member or Occupier of a Lot shall—

13.1 use any Primary Common Property or Secondary Common Property or permit the same to be used in such a manner as unreasonably to interfere with the use and enjoyment thereof by other Members or Owners or Occupiers of Lots or their lessees licensees or invitees; or

13.2 use his or her Lot or permit the same to be used in such a manner or for such purposes as shall cause a nuisance or hazard to any other Member or Occupier of any other Lot or the lessees licensees or invitees of any such Member or Occupier or any member of the public.

#### **DUTIES OF PRIMARY BODY CORPORATE**

14. The Primary Body Corporate shall—

14.1 keep in a state of good and serviceable repair and properly maintain all chattels fixtures and fittings (including elevators and fire escapes) owned by the Primary Body Corporate or under its control used or intended, adapted or designed for use in connection with any Primary Common Property or the enjoyment thereof;

14.2 maintain in good repair and proper working order (including renewal where reasonably necessary) pipes, wires, cables, ducts and all other apparatus and equipment of whatsoever nature owned by the Primary Body Corporate or under its control; and

14.3 on the written request of a Member of the Primary Body Corporate or registered mortgagee of a Primary Lot produce to such Member or mortgagee, or person authorised in writing by such Member or mortgagee, reasonable details of the policy or policies of insurance effected by the Primary Body Corporate and the receipt or receipts for the last premium or premiums in respect thereof.

#### **POWERS OF BODY CORPORATE**

15. The Primary Body Corporate may—

15.1 purchase, hire, lease, take a licence of or otherwise acquire property (including chattels real) for use in connection with the carrying out of its powers, functions or duties under the Bayside Act or the management of any Common Property or to establish or facilitate any business situate on any Common Property or for the use of Members of the Primary Body Corporate or any Secondary Body Corporate or Occupiers;

15.2 borrow monies in connection with any exercise of its powers, functions or duties, repay or invest monies and operate any bank account;

15.3 secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by combination of those means;

15.4 invest as it may determine any monies in any fund established pursuant to Section 16 of the Strata Act;

15.5 make an agreement with any Member of the Primary Body Corporate or of any Secondary Body Corporate or any Occupier of any Lot or any other person or organization for the provision of amenities or services by such Member or Occupier or other person or organization to the Primary Body Corporate including without limiting the generality of the foregoing any agreement under Section 173 of the Planning and Environment Act (Vic) in accordance with Section 39 of the Bayside Act with any responsible authority or local

authority or person or corporation in connection with the maintenance, cleaning or repair of the Canal or Water Basin or any Common Property;

15.6 grant to a Member of the Primary Body Corporate or of any Secondary Body Corporate or any Occupier or anyone claiming through him or her or to any other person whatsoever any Concession over any Concession area. Such Concession shall be transferable only with the consent in writing of the Primary Body Corporate;

15.7 make rules controls or guidelines (including rules controls or guidelines additional to those set out in Chapter 4 of the By-laws) for the development of building works on the Bayside land and for the use of any facilities or conveniences on any Common Property and for the regulation of traffic using Thoroughfares;

15.8 delegate to and/or employ any person firm or corporation or appoint an agent to carry out any of its powers functions or duties under the By-laws or the Rules or the Strata Act or the Bayside Act including this power of delegation;

15.9 set and demand fees intended to cover general administration, maintenance, insurance and other powers, functions, duties or obligations of the Primary Body Corporate based on Lot liability;

15.10 levy and demand special fees or charges designed to cover extraordinary items of expenditure based on the Lot liability;

15.11 remedy or rectify any breach or non-compliance with the By-laws or the Rules through its servants or agents and claim the costs from the member committing the breach or non-compliance as a debt;

15.12 recover or enforce any outstanding covenants, obligations, costs, fees or levies owing by Members in a court of competent jurisdiction, including costs arising from any breach of or non-compliance with the By-laws or the Rules;

15.13 establish and operate a business situated on Primary Common Property or, with the consent of a Secondary Body Corporate, on Secondary Common Property or, with the Lot owner's consent, on a Lot on the Bayside land, which relates to the use of facilities of the Primary Body Corporate or provides goods or services to Members or Occupiers or members of the public if:

- (a) separate records of business are kept; and
- (b) the business does not operate outside the land forming part of the Development Plan; and
- (c) the business is not operated for a purpose inconsistent with the reasonable use for the time being of the Primary Common Property by the Members and Occupiers;

15.14 provide services to Members of the Primary Body Corporate or of any Secondary Body Corporate or Occupiers and charge a fee for such services;

15.15 charge interest on money owing to the Primary Body Corporate at a rate not exceeding the penalty interest rate from time to time applicable under the *Penalty Interest Rates Act 1983* (Vic.) plus 2% per annum;

15.16 levy fines (not exceeding two (2) penalty units) on any Owner or Occupier for breach of any By-law and in the name of the Primary Body Corporate sue for such fines and any costs in a court of competent jurisdiction;

15.17 where any part of a Lot comprises Open Space or a Thoroughfare the Primary Body Corporate shall be entitled (without fee) to take exclusive possession of such Open Space and to grant a Concession (or Concessions) over the whole or any part thereof but not so as to prevent or unreasonably obstruct access to any Lot or Primary Common Property or Secondary Common Property;

15.18 exercise the powers of a body corporate set out in the Bayside Act and the general powers of a body corporate set out in Regulation 401 of the Subdivision (Body Corporate) Regulations 1989 and these By-laws;

15.19 authorize any person to use and enjoy any Restricted Areas on such terms as it may determine.

#### EXECUTIVE COMMITTEE

16. Save as may be otherwise determined by Special resolution or provided in the By-laws (other than the power to remove the delegate or agent, anything requiring a Unanimous resolution or Special resolution and any functions delegated to the Executive Committee and expressed to be incapable of delegation), all of the powers functions duties consents and approvals or the like of the Primary Body Corporate shall, subject to any restriction imposed or direction given by Special resolution or the By-laws, be exercised and performed by the Executive Committee.

#### CHAPTER 2—GENERAL BY-LAWS

17. Until the first annual general meeting of the Primary Body Corporate the Company shall constitute the Executive Committee. Thereafter the Executive Committee shall consist of not less than three persons (which term includes any corporation) ("committeeperson") who shall be elected at each annual general meeting of the

Primary Body Corporate. A committeepersons need not be a member of the Primary Body Corporate or of any Secondary Body Corporate or an Occupier of any part of the Bayside land.

18. The Primary Body Corporate may by Special resolution at an extraordinary general meeting remove any committeeman before the expiration of his or her term of office and appoint another person in his or her place to hold office until the next annual general meeting.

19. Any casual vacancy on the Executive Committee may be filled by the remaining committeepersons.

20. A quorum necessary for the transaction of the business of the Executive Committee shall—

20.1 where there is only one committeeman be one;

20.2 where there are three or four committeepersons be two;

20.3 where there are five or six committeepersons be three; and

20.4 where there are more than six committeepersons be four.

21. At the commencement of each meeting the Executive Committee shall elect a chairperson for the meeting who in the case of equality of votes on any resolution of the Executive Committee shall have a second or casting vote and if any chairperson so elected shall vacate the chair during the course of a meeting the Executive Committee shall choose in his or her stead another chairperson who shall have the same rights of voting.

22. At meetings of the Executive Committee each committeepersons shall (subject to By-law 21 of this chapter) have one vote and each vote shall be of equal value and all matters shall be determined by a majority of votes.

23. The Executive Committee may—

23.1 meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, provided that it shall meet when any committeeman gives to the other committeepersons not less than seven days notice of a meeting proposed by him or her, specifying the reason for calling such meeting;

23.2 employ for and on behalf of the Primary Body Corporate such delegates agents employees and servants (including one or more of its committeepersons) as it thinks fit in connection with the control, management and administration of any Common Property, and the exercise and performance of the powers functions and duties of the Primary Body Corporate and terminate such employment. If the Executive Committee appoints any person firm or corporation as managing agent and does not indicate which functions and powers are to be delegated to such managing agent then all the functions and powers (other than the power to remove the delegate or agent, anything requiring a Unanimous resolution or Special resolution and any functions delegated to the Executive Committee and expressed to be incapable of delegation) of the Executive Committee are delegated to the managing agent.

23.3 subject to any restriction imposed or direction given by a Special resolution at a general meeting, delegate to one or more of its committeepersons such of its powers and duties as it thinks fit, and at any time revoke such delegation.

24. The Executive Committee shall—

24.1 keep minutes of its proceedings;

24.2 cause minutes to be kept of general meetings of the Primary Body Corporate and include therein a record of all Unanimous resolutions and Special resolutions;

24.3 cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which such receipt and expenditure take place;

24.4 prepare proper accounts relating to all moneys of the Primary Body Corporate and any business conducted by the Primary Body Corporate, and the income and expenditure thereof, for each annual general meeting of the Primary Body Corporate;

24.5 on application of a Member of the Primary Body Corporate or any person authorised in writing by him or her make the Records of the Primary Body Corporate books of account and all minutes available for inspection at all reasonable times and on such terms as the Primary Body Corporate may determine; and

24.6 keep proper Records regarding:

24.6.1 the definition of access ways pursuant to Section 26(1) of the Bayside Act for the purpose of enabling members of the public to use and enjoy Publicly accessible Open space forming part of any Common Property; and

24.6.2 the granting of any Concession.

25. All acts done in good faith by the Executive Committee shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any committeeman be as valid as if such committeeman had been duly appointed or had duly continued in office.

#### GENERAL MEETINGS OF PRIMARY BODY CORPORATE

26. A general meeting of the Primary Body Corporate (to be called "the annual general meeting") shall in addition to any other meeting be held at least once in every calendar year and not more than fifteen months after the holding of the last preceding annual general meeting. The first annual general meeting of the Primary Body Corporate shall be held within six months after approval or registration of the Primary Plan for the purposes of Section 14 of the Bayside Act.

27. All general meetings of the Primary Body Corporate other than annual general meetings shall be called extraordinary general meetings.

28. The Executive Committee may whenever it thinks fit and shall upon a requisition in writing made by Members of the Primary Body Corporate entitled to twenty five per centum (25%) of the total Lot entitlement of the Primary Lots convene an extraordinary general meeting.

29. Seven days' notice of every general meeting of the Primary Body Corporate specifying the place, the date and the hour of meeting and in case of special business the general nature of such business shall be given to all Members of the Primary Body Corporate and to registered first mortgagees who have notified their interests to the Primary Body Corporate but accidental omission to give such notice to any Member or to any such mortgagee or non-receipt of such notice by any Member or any such mortgagee shall not invalidate any proceedings at any such meeting. Any notice required to be given under this By-law shall be sufficiently given if sent by pre-paid letter posted to the person or corporation concerned at the last address of that person or corporation notified to the Primary Body Corporate, or if no such address has been so notified at that person's last known place of abode, or in the case of a corporation registered under the Companies (Victoria) Code at its registered office or in the case of a corporation not so registered, at its principal place of business in Victoria, or where no place of abode, or principal place of business is known, at any address of that person or corporation as entered in the Register Book.

30. All business shall be deemed special that is transacted at an annual general meeting with the exception of the consideration of accounts and election of committeemen to the Executive Committee, or at an extraordinary general meeting.

31. Save as in these By-laws otherwise provided, no business shall be transacted at any general meeting of the Primary Body Corporate unless a quorum is present at the time when the meeting proceeds to business. The persons entitled to exercise the voting power in respect of not less than one half of the Lot entitlement shall constitute a quorum.

32. If within one half hour from the time appointed for a general meeting of the Primary Body Corporate a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within one half hour from the time appointed for the meeting the persons entitled to vote present shall be a quorum.

33. At the commencement of a general meeting of the Primary Body Corporate, the Chairman of the meeting shall be elected.

34. Subject to Section 31 of the Strata Act and to By-law 38 of this Chapter at any meeting of the Primary Body Corporate—

34.1 Where a unanimous resolution is required each Member of the Primary Body Corporate shall be entitled to exercise one vote;

34.2 In all other cases one vote only shall be exercised by each member of the Primary Body Corporate in respect of each Primary Lot (or part thereof where the Owner of such part is a member of the Primary Body Corporate or the Member of the Primary Body Corporate is itself a Secondary Body Corporate) and that vote shall be exercisable only by the Member or where there are two or more Members only by those Members jointly provided that where there are successive registered interests in a Lot the power of voting in respect of that Lot shall be exercisable only by the Registered proprietor or proprietors of the first interest;

35. At any meeting of the Primary Body Corporate a resolution by the vote of the meeting shall be decided by simple majority vote unless a poll is demanded by any person present and entitled to vote. Unless a poll is demanded a declaration by the Chairman that a resolution has been carried shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. A demand for a poll may be withdrawn;

36. A poll if demanded shall be taken in such manner as the Chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded; and

37. Votes may be exercised personally or by proxy, provided that two or more persons entitled to exercise one vote jointly may vote only by proxy jointly appointed by them who may be one of them.

38.1 Subject always to By-law 38.2 of this Chapter each vote shall be of equal value except where a poll is demanded or a Special resolution proposed when the value of each vote shall correspond with the Lot entitlement of the Lot in respect of which it is exercised. In the case of a Secondary Body Corporate which is a member of the Primary Body Corporate, the value of the votes cast by the Secondary Body Corporate shall not exceed the aggregate Lot entitlement of the Lots comprising the Secondary Plan of Subdivision determined in accordance with By-law 5 of this Chapter.

38.2 Notwithstanding anything to the contrary in these By-laws, whilst and for so long (not exceeding a period of five (5) years after the date of approval or registration by the Registrar of Titles of the Primary Plan) as the Company shall own any part of the Bayside land, each Member of the Primary Body Corporate hereby irrevocably grants to the Company a proxy to vote on behalf of the Member and for the purpose of any resolution of the Primary Body Corporate (including a Special Resolution and Unanimous Resolution) during such period the vote of each Member shall be exercised by the Company and not by the Member. Thereafter for a further period of ten (10) years each member of the Primary Body Corporate hereby irrevocably grants to the Company a proxy to vote on behalf of the Member for the purpose of any resolution concerning the appointment of members of the Architectural Committee or making Rules in relation to the Development Control By-laws and during such period the vote of each member on such resolution shall be exercised by the Company and not by the member. This By-law shall not apply to any resolution to alter the Lot Table (except under By-law 7 of this Chapter). Nothing in this By-law shall entitle the Company to exercise its powers under this By-law in a manner which would oblige a member to contribute to the cost of any development works on any Common Property.

39. In the case of an equality in voting whether or not on a poll the Chairman of the meeting shall be entitled to a casting vote.

40. A power of voting shall not be exercised by a Member of the Primary Body Corporate unless all amounts accrued due and payable by the Member under the Strata Act and the Bayside Act and the By-laws to the Primary Body Corporate by the Member have been duly paid.

41. Where a resolution is proposed as a Special resolution or a Unanimous resolution, the vote of the meeting shall be taken in the same way as if it had been proposed as an Ordinary resolution and a poll had been demanded.

#### COMMON SEAL OF PRIMARY BODY CORPORATE

42. The Primary Body Corporate shall have a common seal which shall at no time be used except by authority of the Executive Committee previously given and in the presence of at least two Committeemen of the Executive Committee (except that prior to the first annual general meeting the common seal may be used in the presence of a Director or the Secretary of the Company), who shall sign every instrument to which the seal is affixed: Provided that any person or company being the duly appointed delegate or agent or managing agent of the Primary Body Corporate or the Executive Committee is authorised to affix the seal of the Primary Body Corporate to any certificate issued by the Primary Body Corporate pursuant to Section 23 of the Strata Act or to any certificate under the *Subdivision Act 1988* (as may be amended) or to any other certificate as to the By-laws of the Primary Body Corporate, particulars of resolutions passed by the Primary Body Corporate and like matters which may be required by any purchaser of any Lot or any mortgagee or other person providing credit to such purchaser or to a Member of the Primary Body Corporate of any Secondary Body Corporate.

#### RESPONSIBILITIES OF MEMBERS AND OCCUPIERS

43. No Member of the Primary Body Corporate or of any Secondary Body Corporate or Occupier shall—

43.1 use or permit his or her Lot to be used for any purpose which may be illegal or injurious to the reputation of the Sandridge Community, including any other Lot or the Improvements thereon;

43.2 make undue noise in or about any Lot, including any Common Property;

43.3 make any additions or alterations (including the external colour of any Improvements) to any Improvements on his or her Lot without the permission of the Architectural Committee or its nominee;

43.4 do or suffer to be done on his or her Lot or any part thereof or on any Common Property or any part thereof anything which shall be a nuisance or annoyance to a person or persons for the time being owning or occupying any other;

43.5 park or leave or allow or permit to be parked or left any motor vehicle on any part of the Common Property otherwise than in accordance with any Carpark Management Prescription and will not otherwise

obstruct or interfere with the use and enjoyment of any Common Property or any part thereof by any other person entitled to the use and enjoyment thereof, or permit or allow any such obstruction or interference;

43.6 damage injure or deface or obstruct or suffer to be damaged, defaced or obstructed the common pathways, driveways, paved areas, trees or other Improvements on or comprised in any Common Property or any part thereof;

43.7 display or permit to be displayed any placard, advertisement or sign in or upon his or her Lot or any part of any Common Property without the permission of the Executive Committee or its nominee;

43.8 store or permit to be stored on any Common Property or any part thereof any materials or goods unless the Executive Committee or its nominee first consents thereto in writing or is otherwise in accordance with the Rules or By-laws relating thereto and then only on the terms and subject to the conditions as in any such written consent or the Rules or By-laws may be specified;

43.9 hang or suffer to be hung any clothes or other articles from or on the outside of his or her Lot or the Improvements thereon or in or from any balconies, porches, entrances or landings on or comprised in any Common Property; or

43.10 use or occupy any part of his or her Lot or suffer the same to be used or occupied other than in accordance with the Planning Scheme.

44. A Member of the Primary Body Corporate and each Owner and each Occupier shall observe and perform the Rules and By-laws of the Primary Body Corporate and subject thereto and to the provisions of the Bayside Act each Owner, and each Occupier so authorised by an Owner, shall be entitled to use any Primary Common Property.

#### INSURANCE

45. Pursuant to Section 15 (1) (b) of the Strata Act and these By-laws insurances affecting the Common Property shall be effected and maintained on behalf of the Primary Body Corporate in the name of the Primary Body Corporate by the Executive Committee or its nominee and evidence of currency be provided to any Member of the Primary Body Corporate on request in writing.

46. The Primary Body Corporate shall be obliged to take out and maintain insurance cover:

46.1 in respect of public liability for:

(a) the Primary Common Property, and

(b) all Improvements owned or controlled by the Primary Body Corporate on any Primary Common Property or any Secondary Common Property or any Lot, and

46.2 to the replacement value thereof against fire and such other risks it may determine any Improvements owned by the Primary Body Corporate on any Primary Common Property or any Secondary Common Property or any Lot.

#### SERVICE OF NOTICES ON PRIMARY BODY CORPORATE

47. The address of the Primary Body Corporate for service of documents for the purposes of Section 32 of the Strata Act is C/- Corrs, Australian Solicitors, Bourke Place, 600 Bourke Street, Melbourne or such other address as may be from time to time notified in writing to the Members of the Primary Body Corporate or recorded in the Register Book.

#### OCCUPIERS TO BE BOUND BY BY-LAWS AND RULES

48. Without limiting the operation of Section 23 (6) of the Bayside Act, a Member of the Primary Body Corporate or a Member of any Secondary Body Corporate or any Occupier shall not let any person into occupation (whether by means of lease or licence or howsoever otherwise) of a Lot or any part thereof save on the basis that such person is bound by the By-laws and the Rules and each Member and Owner is liable and undertakes to ensure that no Occupier of the Lot in respect of which he is a Member or Owner shall breach any of the By-laws or the Rules.

#### WARRANTIES

49. Each of the Members and Owners hereby confirms that there are no conditions, warranties or other terms arising directly or indirectly under the By-laws or the Primary Plan or the Development Plan or the Planning Scheme whereby the Company or the Primary Body Corporate or any of its or their officers or Members shall be responsible, nor shall the Company or the Primary Body Corporate or any Owner of any Primary Lot or Member of the Primary Body Corporate be responsible or liable to pay compensation if the Development Plan does not proceed to completion and no Member of the Primary Body Corporate or any Secondary Body Corporate or Occupier or Owner or other person shall be entitled to rely on any representations made by the Company or the Primary Body Corporate or any other person to the contrary.



**PLANNING AMENDMENT AND PLANNING PERMITS**

50. Whilst and for so long (not exceeding a period of five (5) years after the date of approval or registration by the Registrar of Titles of the Primary Plan) as the Company shall be the Owner of any part of the Bayside land no Member or Owner (other than the Company) shall be entitled to seek or apply for or promote or authorize any amendment to the Planning Scheme (including the Development Plan) insofar as it affects any part of the Bayside land or seek or obtain any planning permit for any part of the Bayside land without the written consent of the Company.

**CHAPTER 2—PART 2**

**ARCHITECTURAL COMMITTEE**

- 51. General Provisions
- 52. Appointment of Architectural Committee
- 53. Consent to Plans and Specifications
- 54. Promulgation of Rules
- 55. Decisions of Architectural Committee
- 56. Meetings of Architectural Committee
- 57. No Waiver of Future Approval
- 58. Compensation of Members
- 59. Appeal
- 60. Inspection of Work
- 61. Non-liability of Members
- 62. Variance

**PART 2—ARCHITECTURAL COMMITTEE**

**GENERAL PROVISIONS—**

51. The appointment of the Architectural Committee and the procedures set out herein for the granting of consent by the Architectural Committee to an Owner to make application for building approvals shall not be construed as changing any obligations or restrictions upon Owners or Occupiers to maintain, repair, alter or modify or otherwise have control over any Dwellings, Buildings or other Improvements as may otherwise be subject to the By-laws.

**APPOINTMENT OF ARCHITECTURAL COMMITTEE—**

52. 52.1 The Primary Body Corporate shall appoint an Architectural Committee to consent or refuse to consent to the making of applications for Building and other approvals to the Building Controller in accordance with the By-laws.

52.2 The Architectural Committee shall consist of not less than six (6) persons or such other number as shall be fixed from time to time by Special resolution of the Primary Body Corporate.

The members of the Architectural Committee shall comprise not less than:

- (a) three (3) architects;
- (b) one (1) person associated with the sport or pastime of recreational boating;
- (c) one (1) person with a residential and commercial property development background;
- (d) at the expiration of two years from the date of approval or registration of the Primary Plan) one (1) resident (if any) of part of the Bayside land.

52.3 The Primary Body Corporate shall appoint all of the members of the Architectural Committee and shall retain the right to appoint, augment or replace all members of the Architectural Committee.

52.4. The members of the Architectural Committee shall be appointed for a term of two (2) years and can be reappointed.

52.5 Persons appointed by the Primary Body Corporate to the Architectural Committee need not be Members of the Primary Body Corporate or of any Secondary Body Corporate or attorneys for such Members or of a Body Corporate which is a member of the Primary Body Corporate or Occupiers or Registered Proprietors.

52.6 The Architectural Committee shall appoint a Chairman and may appoint such other officers for its efficient operation as it deems appropriate and may delegate its powers to such member or members of the Architectural Committee as it deems appropriate.

**CONSENT TO PLANS AND SPECIFICATIONS—**

53. 53.1 No construction, alteration, addition, modification, decoration, redecoration or reconstruction of any Building or any Improvements on any Lot shall be commenced or maintained nor shall any requisite Building approval or other approval be sought or applied for or obtained until the plans and specifications therefor in accordance with By-law 53.2 of this Chapter ("the application plans") shall have been submitted to the Architectural Committee and consented to by the Architectural Committee (or the Primary Body Corporate where so provided under these By-laws) in writing provided to the applicant by the Architectural Committee (or the Primary Body Corporate as the case may be).

The siting of Buildings on any Lot, (including their height, location and the proportion of Lot Open Space to be provided around them) and the prescription of the minimum area of land on which Buildings may be constructed, shall only be allowed in accordance with application plans consented to by the Architectural Committee, and compliance by an Owner with siting provisions and minimum Lot size provisions as set out on an application plan consented to by the Architectural Committee shall constitute compliance with the siting regulations and minimum Lot size regulations under the *Building Control Act 1981* and the regulations made thereunder and the Planning Scheme.

53.2 The application plans submitted to the Architectural Committee for its consent shall be fully detailed including without limitation, showing the nature, kind, shape, height, width, colour, materials and location of the same together with landscaping proposals, floor plans, site plans, drainage plans, elevation drawings, and descriptions or samples of exterior materials and colours and internal and external window treatment. The Architectural Committee shall if it so requests be entitled to require further information or plans, including without limitation the written consent or consents of any other person to or for the proposed application for Building approval or other approval.

53.3 The Architectural Committee shall consider the application plans submitted for its consent hereunder and any other relevant information and perform such other duties on behalf of the Primary Body Corporate as from time to time shall be delegated to it by the Primary Body Corporate, including the inspection of construction in progress to assure its conformity with plans consented to by the Architectural Committee.

53.4 The address for submission of the application plans shall be the address for service of the Primary Body Corporate. An applicant shall pay the fees as fixed by the Executive Committee from time to time for approval of plans and inspections.

53.5 The Architectural Committee's consent to or refusal of an application plan shall involve the Architectural Committee considering and taking account of the Development Controls set out in Part 1 of this Chapter and the other matters set forth in these By-laws, but without limiting the discretion of the Architectural Committee in any respect to modify or expand or restrict the application of the Development Controls in any particular case.

53.6 The Architectural Committee may:

53.6.1 consent to the application plans;

53.6.2 consent to the application plans subject to conditions, including but not limited to imposing as a condition of its consent requirements that:-

- (a) additional plans and specifications or such other information as it may require be submitted to the satisfaction of the Architectural Committee; and/or
- (b) changes be made to the application plans before they are submitted to the Building Controller or any other authority; and/or
- (c) the proposed construction or modification be commenced or completed (or both) within the time specified in such condition; or

53. 6.3 refuse the applicant consent to seek or obtain approval for the application plans from the Building Controller or any other authority.

54. **Promulgation of Rules**—The Architectural Committee may prepare additional or substitute Development controls, Rules or guidelines or set forth procedures for the submission of application plans for consent, the provisions of a scale of fees payable to the Architectural Committee to accompany each application for approval, or factors which it will take into consideration in reviewing submissions for consent. The Architectural Committee may provide that the amount of such fee shall be uniform, or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated. Such Development controls, Rules, guidelines, procedures, scale of fees or requirements shall have full force and effect as By-laws unless overturned by a Special resolution of the Primary Body Corporate.

55. **Decisions of the Architectural Committee**—The decision of the Architectural Committee and (where an application for consent is refused) the reasons therefor shall be transmitted by the Architectural Committee

to the applicant at the address set forth in the application for consent within thirty-five (35) days after receipt by the Architectural Committee of all details required by the Architectural Committee.

Unless:

55.1 written refusal to consent, or

55.2 a request for additional information or details of materials proposed to be used; or

55.3 a decision of the Architectural Committee made under By-law 53.6.2 of this Chapter to consent to the application plans subject to conditions, has been made, and has been transmitted to the applicant by the Architectural Committee within thirty-five (35) days after the date of receipt by the Architectural Committee of such application or, where additional information is requested by the Architectural Committee, within thirty-five (35) days of receipt of all additional information by the Architectural Committee, any application for consent submitted pursuant to these By-laws shall be deemed refused by the Architectural Committee.

56. **Meetings of Architectural Committee**—The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder and more than one-half of the members of the Architectural Committee from time to time shall constitute a quorum. The decision on any matter of the majority of the members voting on that matter shall be the decision of the Architectural Committee at any meeting at which a quorum is present. The chairman of the Architectural Committee will have the casting vote. The Architectural Committee may from time to time, by resolution unanimously adopted, in writing, designate one or more of the members to investigate or perform any duties for and on behalf of the Architectural Committee and report his or her findings to the Architectural Committee. All decisions shall remain with the Architectural Committee. The vote of a majority of the members of the Architectural Committee shall constitute an act of the Architectural Committee.

57. **No Waiver of Future Approvals**—The consent of the Architectural Committee to any application plans for any work done or proposed or in connection with any other matter requiring the consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold consent as to any similar application plans subsequently or additionally submitted for consent.

58. **Compensation of Members**—The members of the Architectural Committee shall receive reimbursement for expenses incurred by them in the performance of their duties hereunder and such other sums as the Executive Committee may from time to time determine as compensation for services rendered.

#### 59. Appeal

An applicant who is dissatisfied with

59.1 any condition being imposed under By-law 53.6.2 of this Chapter; or

59.2 a refusal under By-law 53.6.3 of this chapter or a deemed refusal under By-law 55 of this chapter, may appeal in writing.

(a) provided the Company is an Owner of any Lot, during the period of five (5) years from the date upon which the Primary Plan is approved by the Registrar of Titles, to the Company, and

(b) thereafter (or prior to the expiration of the said 5 years, should the Company cease to be the Owner of a Lot), to the Executive Committee, (the Company or the Executive Committee as applicable being hereinafter referred to as the "appeal tribunal") provided the written appeal (and the grounds therefor) are received by the appeal tribunal not more than thirty (30) days following the decision (or deemed decision) of the Architectural Committee.

The appeal tribunal shall regard such an appeal as a rehearing of the application for consent to the application plans and shall if it requires submit such appeal to the Architectural Committee for review, whose written recommendations will be submitted to the appeal tribunal. Within forty-five (45) days following receipt of the request for appeal, the appeal tribunal shall consider the appeal and if appeal tribunal allows the appeal the appeal tribunal shall notify the applicant and the Architectural Committee of its decision which shall become the decision of the Architectural Committee for the purposes of By-law 54.1 of this Chapter.

Where an applicant appeals to the appeal tribunal against a condition specified in the consent of the Architectural Committee, the appeal tribunal may if it considers that the consent would not have been granted without the condition revoke the consent, and such revocation of consent shall be considered a rejection of the appeal, and/or impose additional or other conditions.

The failure of the appeal tribunal to notify a decision within the said forty-five (45) day period shall be deemed a decision against the applicant.

60. **Inspection of Work**—Inspection of work and correction of defects therein shall proceed as follows:-

60.1 Upon the completion of any works for which consent of the Architectural Committee to the lodging of an application for Building approval or other approval is required under these By-laws, the Owner of the Lot upon which such works are constructed shall give written notice of completion to the Architectural Committee.

60.2 Within thirty (30) days thereafter or thirty (30) after the time limit for completing the works has expired (if any) the Architectural Committee or its duly authorised representative may inspect such works. If the Architectural Committee finds that such works were not done in substantial compliance with the consent under the By-laws and the application plans for which consent has been given, the Architectural Committee shall notify the Owner in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

60.3 If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, then the Architectural Committee shall notify the Primary Body Corporate in writing of such failure. After affording such Owner notice and a hearing, the Primary Body Corporate shall determine whether there is noncompliance and, if so, the nature thereof. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of notification of the Principal Body Corporate determination. If the Owner does not comply, the Primary Body Corporate, at its option, may peacefully remove the noncomplying works or otherwise peacefully remedy the noncompliance, and the Owner shall reimburse the Primary Body Corporate upon demand, for all expenses incurred in connection therewith, without limitation to any other rights or remedies of the Primary Body Corporate under the By-laws.

61. **Nonliability of Members** -- Neither the Architectural Committee nor any member of it, the Primary Body Corporate nor their duly authorized representative, nor the Company nor its representatives, shall be liable to any Owner or Member or any other person whatsoever for any loss or, damage or arising out of or in any way connected with the performance of the Architectural Committee's or the Primary Body Corporate's duties hereunder. The Architectural Committee shall not be responsible for reviewing, nor shall its consent to any application plan or design be deemed approval of any plans or design from the standpoint of structural safety or conformity with Building or other codes or standards or the Planning Scheme or copyright.

62. **Variance**—For the purposes of consenting to an application plan being submitted to the Building Controller or other authority for Building approval or any other approval or consent, the Architectural Committee may authorize non-compliance with any of the Development Control By-Laws in Part 1 of this Chapter, including (without limitation) restrictions upon height, size, floor area or placement of obstructions, aesthetic or environmental considerations as it may require. The granting of such consent shall not operate to authorise non-compliance with these By-laws for any purpose except as to the particular Building or Improvements and particular provision covered by the consent, and only to the extent specified in writing therein.

### CHAPTER 3—THOROUGHFARE BY-LAWS

The By-laws in this Chapter are arranged as follows:-

PART 1—ADOPTION OF THE TRAFFIC REGULATIONS;

PART 2—ADDITIONAL THOROUGHFARE BY-LAWS;

PART 3—SERVICE AND SECURITY CONTROLS

PART 4—USE OF PARTS OF SECONDARY THROUGHFARES FOR JETTIES;

PART 5—OFFENCES AND ENFORCEMENT;

#### PART 1—ADOPTION OF THE TRAFFIC REGULATIONS,

1.1 Subject to the modifications provided herein, the Traffic Regulations shall be read with and as forming part of these By-laws.

1.2 In these By-laws the "Traffic Regulations" means all relevant Acts and regulations as would regulate and control traffic on any Thoroughfare on the Bayside land if such Thoroughfare was a public road, as may be modified by the Primary Body Corporate pursuant to these By-laws.

1.3 The Traffic Regulations as modified by these By-laws shall be By-laws in force on the Primary Thoroughfare and the Secondary Thoroughfares.

#### PART 2—ADDITIONAL THOROUGHFARE BY-LAWS

2.1 A person shall not at any time drive or bring a vehicle upon any Thoroughfare unless the Thoroughfare is designed for that purpose and (if the Thoroughfare is a road) at that time such person is lawfully entitled to drive that vehicle on a public road.

2.2 The use of unregistered vehicles on a Thoroughfare being a road is prohibited, unless the driver of that unregistered vehicle is licenced to do so on a public road.

2.3 Without limiting any rights of carriageway arising under the Primary Plan or any Secondary Plan of Subdivision, every Owner and Occupier of a Lot within the Site is entitled to use the Secondary Thoroughfares which are on any part of that Primary Lot of which the Owner's or Occupier's Lot forms or once formed part.

2.4 Save as aforesaid, no other person shall drive on or otherwise use any Secondary Thoroughfares except:

2.4.1 where there is no Secondary Body Corporate which owns or is responsible for maintaining the Secondary Thoroughfare, with the permission of the Executive Committee or its nominee; or

2.4.2. where there is a Secondary Body Corporate which owns or is responsible for maintaining the Secondary Thoroughfare, with the permission of that Secondary Body Corporate.

2.5 The permission of the Executive Committee shall not be unreasonably refused if it is requested by an Owner or Occupier of land within the boundary of the original Primary Lot on which the Secondary Thoroughfare is located;

2.6 The Executive Committee may erect, maintain and cause to be operated gatehouses for the purposes of regulating (on such terms as it determines) or prohibiting access to the Secondary Thoroughfares in accordance with these By-laws;

2.7 The Executive Committee may delegate to the operator of any such gatehouse or to any other person the function of deciding whether to grant such permission. Any such delegation shall not limit the power of the Executive Committee to grant such permission. The Executive Committee may revoke such delegation at any time;

2.8 Any person who has the permission of the Executive Committee or its nominee to drive on or otherwise use any Secondary Thoroughfare is entitled to do so to the extent of such permission;

2.9 Any such permission may be limited in time; in the parts of the Secondary Thoroughfares which may be driven on or otherwise used; in the manner in which such driving or use may take place and in any other manner whatsoever;

2.10 The Executive Committee may revoke any such permission granted by it or its delegate at any time and such delegate may revoke any such permission granted by the Executive Committee or such delegate at any time; provided that where such permission is given pursuant to the request of an Owner or Occupier of Bayside land, the Executive Committee or delegate shall not unreasonably revoke such permission;

2.11 For the purposes of the control, management, administration, use and enjoyment of those parts of the Secondary Thoroughfares that are inundated by water, the provisions of the Marine Act (as amended) and its regulations shall apply to those parts of the Secondary Thoroughfares.

### PART 3—SERVICE AND SECURITY CONTROLS

#### 3.1 SERVICE CONTROLS

The Company and the Executive Committee each have the right to enter any Lot and Building upon giving reasonable notice to the Occupier at any reasonable time or times (except in an emergency where notice need not be given) during construction of any Building for the purpose of connecting to the Building all things incidental to the provision of any services as may be resolved by the Executive Committee.

3.2 The Company and the Executive Committee each have the right at all reasonable times upon giving reasonable notice to the Occupier at any reasonable time or times (except in an emergency where notice need not be given) after construction of any Building, to enter any Lot and Building for the purpose of maintaining, repairing and upgrading the services referred to in By-law 3.1 of this Chapter.

3.3 The Primary Body Corporate shall own, maintain and control all of the security cards that operate the security system on any Thoroughfare, except for those security cards held by the Executive Committee for the purposes of testing and maintaining the security system equipment, and for issuing to the security personnel operating the security equipment.

#### SECURITY CONTROLS

3.4 Security Cards—The Executive Committee may, in its absolute discretion, make Rules regarding: -

3.4.1 the control of security cards;

3.4.2 the distribution of security cards;

3.4.3 deposits held as security for the care of security cards;

3.4.4 the right to recall security cards; and

3.4.5 the right to make security cards inoperable.

**3.5 Admission to the Site**—No person (except a Registered Proprietor or Occupier) shall be admitted to any Residential Precinct, except a part of a Residential Precinct comprising a Primary Thoroughfare or being Publicly accessible Open space, without prior notification of the identity of the person to be admitted, being given by the relevant Registered Proprietor or Occupier (or by a person authorised, either expressly or impliedly, to give the notification by that person) to any security personnel operating the entrances to the Site, or to the Executive Committee or to any Secondary Body Corporate.

**3.6 Right to refuse Admission**—The security personnel have the right (upon a complaint) to remove from the Site, or (without a complaint) to refuse admission to the Site to, any persons that they consider will or may cause a nuisance or breach these By-laws or the Rules. The security personnel shall not be liable for any damage caused by them, to person or property, in carrying out their responsibilities under this By-law.

**3.7 Right to Enter Lots**—The Executive Committee (by itself its agents servants or contractors) is authorised on behalf of each Secondary Body Corporate, each Member of the Primary Body Corporate, each Member of a Secondary Body Corporate and each Owner and Occupier to enter onto each Lot for the purpose of maintaining the security of the Owners and Occupiers and the Site.

**3.8 Garbage Collection**—The Executive Committee (by itself its agents, servants and contractors) is authorised on behalf of each Secondary Body Corporate, each Member of the Primary Body Corporate, each Member of a Secondary Body Corporate and each Owner and Occupier to enter onto each Lot for the purpose of the collection of garbage.

#### **PART 4—USE OF PARTS OF SECONDARY THOROUGHFARES FOR CONCESSIONS**

**4.1** Without limiting By-law 15.17 of Chapter 2 the Executive Committee of the Primary Body Corporate may grant a Concession over a part of a Thoroughfare that is adjacent to a Concession Area to a person holding a Concession for that Concession Area or to any other person, for the purpose of providing mooring, landing or jetty or related facilities for vessels, on such terms and conditions as the Executive Committee may determine from time to time but not so as to prevent or unreasonably obstruct access to any Lot or Primary Common Property or Secondary Common Property.

**4.2** The Concession shall be a personal right for the benefit of the person who is granted the Concession and shall not be transferable without the written consent of the Executive Committee in its absolute discretion.

**4.3** The Concession shall be granted by the Executive Committee after written application by a person.

**4.4** A copy of the Executive Committee's resolution, shall be conclusive evidence of a Concession in favour of the person from the date of commencement of the Concession referred to in By-law 4.1 above.

**4.5** A certified copy of any resolution of grant of a Concession shall be included by the person in the application for approval of a mooring facility by the Architectural Committee pursuant to the Primary Body Corporate's Development Control By-laws.

#### **PART 5—OFFENCES AND ENFORCEMENT**

A person who contravenes or fails to comply with any provision of the By-laws or the Rules contained in this Chapter commits an offence against these By-laws and is liable as provided for in the Bayside Act and/or these By-laws and/or the Rules.

#### **CHAPTER 4—DEVELOPMENT CONTROL BY-LAWS**

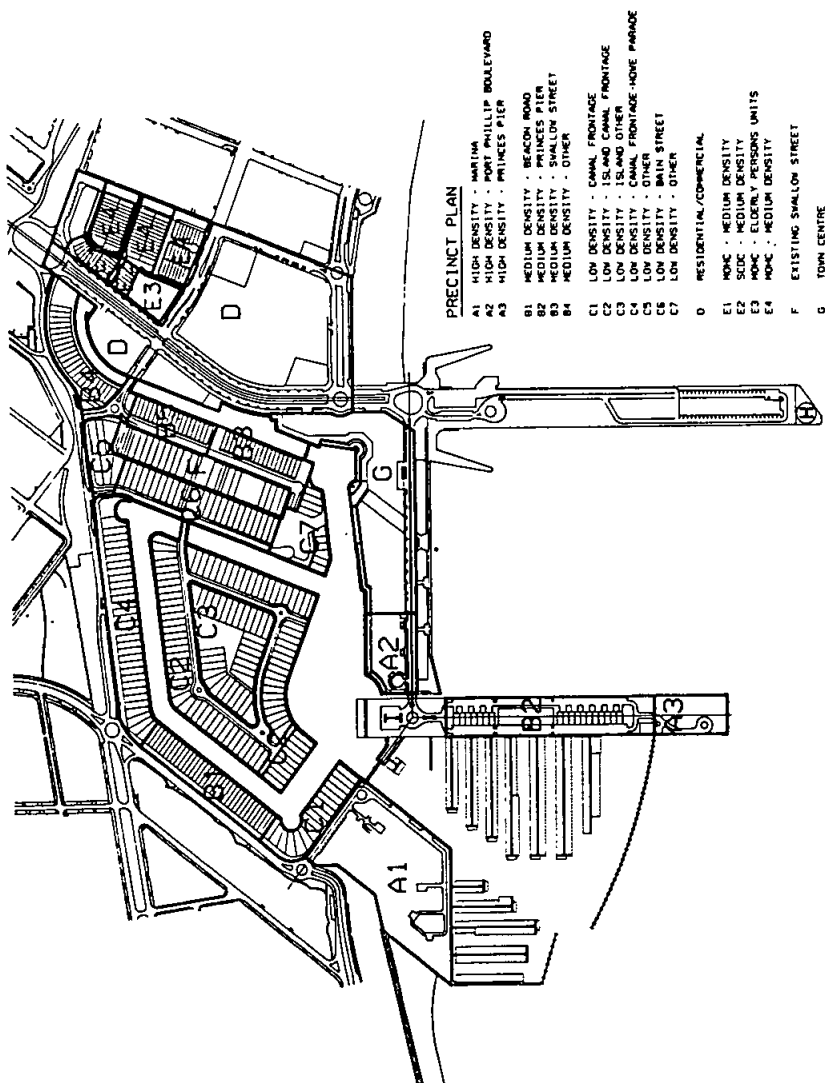
**Application**—The controls specified in these By-laws are binding upon all Members Owners and Occupiers and Secondary Bodies Corporate and, insofar as they prohibit and certain acts, any other person in actual occupation (whether permanently or temporarily) of any Building or other Improvements or Lot or other development works within the Precincts referred to or using or enjoying any Common Property within such Precincts as if the person were a Member of the Primary Body Corporate or the relevant Secondary Body Corporate for such Precinct. The By-laws shall apply to all Lots in the Precincts described, unless specifically stated to the contrary.

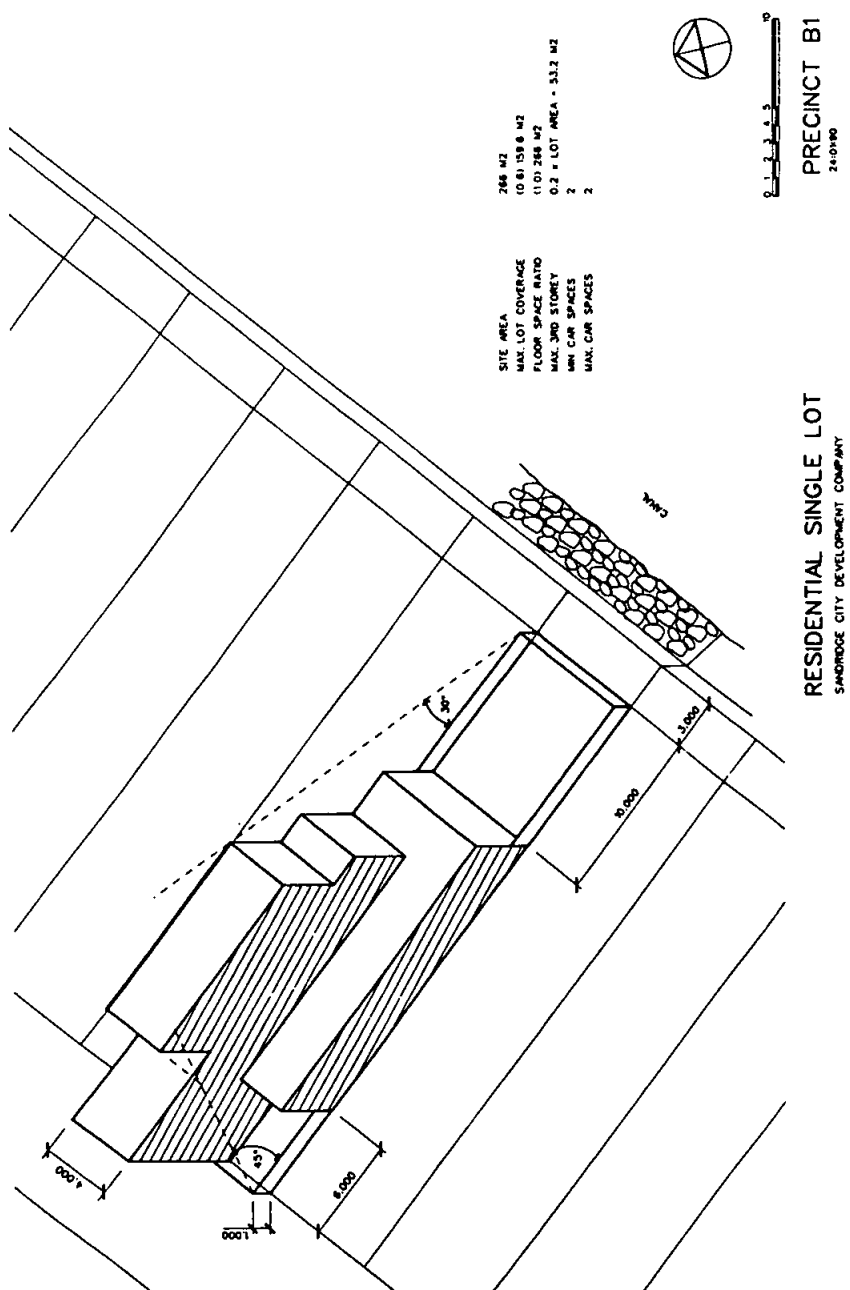
The Primary Body Corporate may subject always to By-law 38.2 of Chapter 2 by Special Resolution amend the terms of the Development Control By-laws in Part 1 of this Chapter.

The by-laws in this Chapter are arranged as follows:-

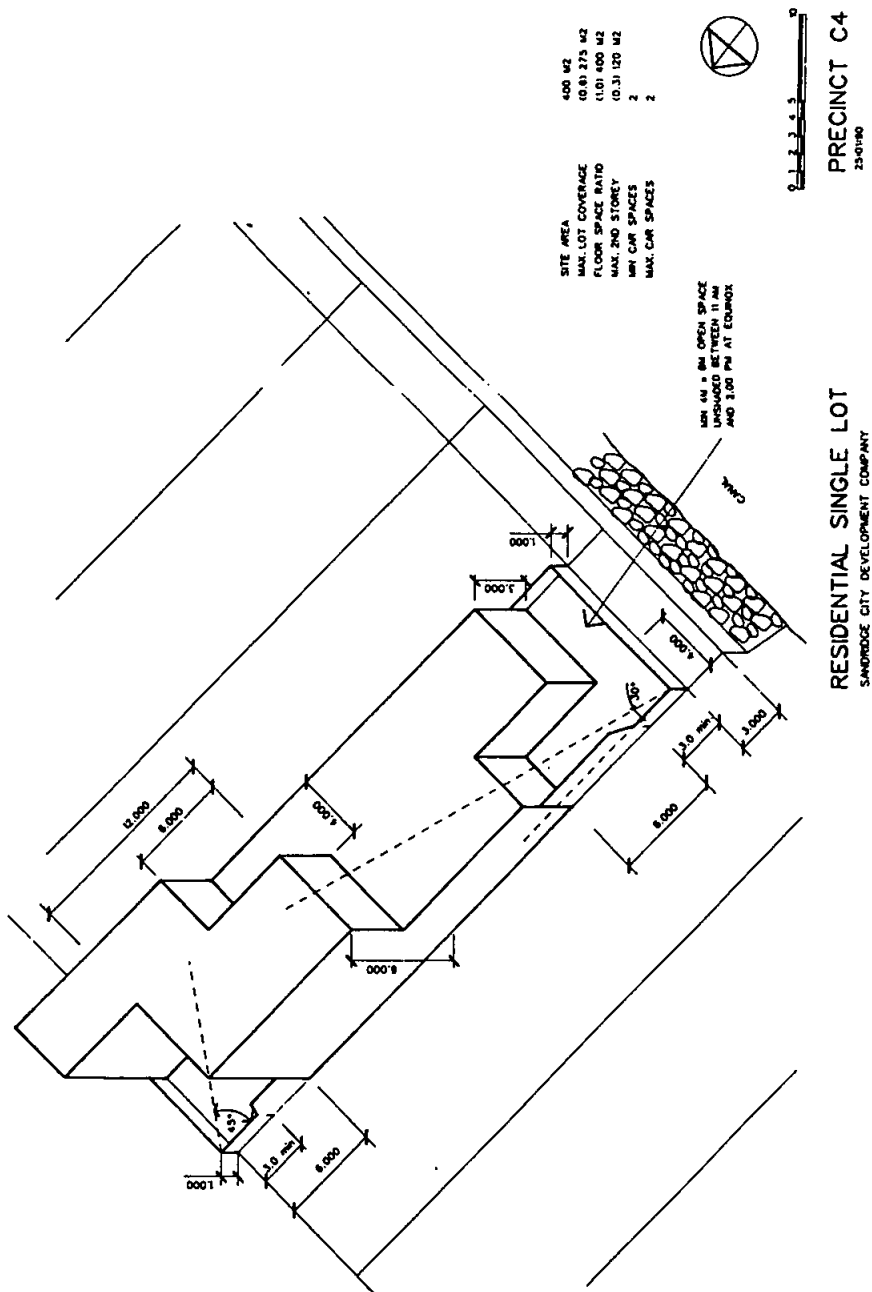
##### **CHAPTER 4—DEVELOPMENT CONTROL BY-LAWS**

1. Residential Single Lot (Precincts B1, B3, B4, C1, C2, C3, C4, C5, C6, C7)
2. Medium Density Residential: Princes Pier (Precinct B2)
3. Marina, Princes Pier and Promenade Residential (Precincts A1, A2, A3)
4. Residential Single Lot: Ministry of Housing (Precincts E1, E2, E3, E4).
5. Commercial (Precincts D1, D2, D3)
6. Town Centre (Precinct TC)







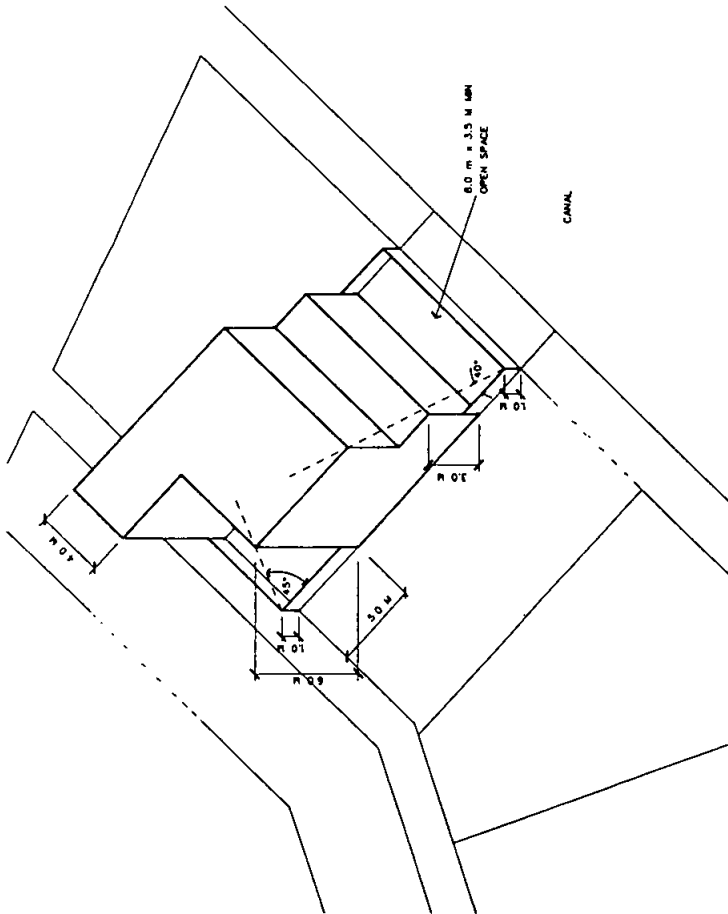


SITE AREA 220 M<sup>2</sup>  
 SITE COVERAGE 1700/154 M<sup>2</sup>  
 FLOOR SPACE RATIO 110/220 M<sup>2</sup>  
 NO SECOND OR THIRD FLOOR  
 ALLOWED UNDER BOUNDARY  
 SET BACK REQUIRED  
 MAX BUILDING AREA - 220 M<sup>2</sup>



PRECINCT C7  
 30.0/190

RESIDENTIAL SINGLE LOT  
 SANDRIDGE CITY DEVELOPMENT COMPANY



**RESIDENTIAL SINGLE LOT**

PRECINCTS: B1, B3, B4, C1, C2, C3, C4, C5, C6, C7

Refer to Precinct Plan

**DEVELOPMENT DENSITY AND MASSING**

1.1 The intention is to permit adequate design flexibility by not severely limiting Lot coverage potential, yet ensuring that development does not unreasonably impact on the visual and environmental amenity of adjoining Lots or the character of the streetscapes or Canalscapes.

**1.1.1 LOT SIZE**

The minimum Lot size on which a Building may be constructed shall accord with the following table:

Precinct B17 m x 38 m
Precinct B37 m x 38 m
Precinct B47 m x 38 m
Precinct C110 m x 39 m
Precinct C210 m x 39 m
Precinct C310 m x 39 m
Precinct C410 m x 39 m
Precinct C510 m x 40 m
Precinct C610 m x 40 m
Precinct C710 m x 19 m

Without the written consent of the Architectural Committee under By-law 54.1 of Chapter 2 no person shall be entitled to make application for subdivision consolidation, re-subdivision or multi-unit development.

**1.1.2 DWELLING NUMBERS**

A maximum of one dwelling may be constructed on any Lot.

One self contained unit to a maximum floor area of 70 sq.m. may be included as part of a dwelling and on the same title.

**1.1.3 LOT COVERAGE**

Lot coverage, including all roofed areas, shall not exceed 60 percent of the Lot area, except when the Lot area is less than 200 sq.m. the Lot coverage may increase to 70 percent.

**1.1.4 FLOOR SPACE RATIO**

The total floor area of all enclosed Dwelling, outbuilding and garage areas on any Lot, shall not exceed a Floor Space Ratio of 1.0.

**1.1.5 THOROUGHFARE ALIGNMENT SETBACK**

The height of any fence or Building portion on the Lot Thoroughfare alignment shall not exceed 1 metre above natural ground level. Above this height, development shall be contained within an angle of 45 degrees from the Lot Thoroughfare alignment, except that a 6 metre high Building to a maximum width of 4 metres may be constructed to the Lot Thoroughfare alignment.

Building setback from Thoroughfare alignment may be regulated to provide traffic sight lines at the discretion of the Primary Body Corporate.

**1.1.6 REAR BOUNDARY SETBACK**

Except in Precinct C7 the height of any fence or Building portion on the rear boundary of a Canal edge Lot shall not exceed 1 metre above natural ground level. Above this height development shall be contained within an angle of 30 degrees from the Lot rear boundary. Non Canal edge Lots shall comply with the same envelope requirements but the fence height may exceed 1 metre.

In Precinct C7 the height of any fence or Building portion on the rear boundary of a Canal edge Lot shall not exceed 1 metre above natural ground level. Above this height development shall be contained within an angle of 40 degrees from the Lot rear boundary. Non Canal edge Lots shall comply with the same envelope requirements but the fence height may exceed 1 metre.

**1.1.7 SIDE BOUNDARY SETBACK**

Construction to the side boundary is encouraged, particularly contiguous with an existing wall of an adjacent Dwelling constructed to the boundary.

Where a wall is not constructed to a side boundary the minimum setback of the wall from the side boundary is 2 metres, with the exception that at ground floor level the Building may project within this side setback area for a maximum length of 8 metres parallel to the side boundary.

#### 1.1.8 BUILDING HEIGHT

Maximum wall height on a Lot boundary shall not exceed 7.5 metres or 2 storeys.

Except in Precincts C4, C5 and C6, two storey development shall not exceed 30 percent of the total Lot area.

Development in excess of 2 storeys is not permitted in Precincts C4, C5, and C6.

Development within 10 metres of the Lot Thoroughfare alignment in Precinct B3 shall not exceed 2 storeys.

The third storey of a development shall not exceed 20 percent of the Lot area.

The fourth storey of a development shall not exceed 10 percent of the Lot area.

Maximum Building height shall not exceed 22 metres above specified ground level.

#### 1.1.9 VISUAL IMPACT

Boundary walls should not project in excess of 6 metres beyond an existing boundary wall on an adjacent Lot.

#### 1.1.10 PROJECTIONS

Architectural elements, for example, small balconies, window hoods and other climate control devices may project beyond the specified setbacks or across a Thoroughfare alignment at the discretion of the Architectural Committee.

### OVERSHADOWING

1.2 The intention is through the careful placement of Building bulk to minimise the overshadowing of the outdoor living spaces of the Dwelling Lot and the adjoining Lots and adjacent Canal and Open space areas, and to maximise sunlight penetration to windows.

This should generally involve the stepping of increasing Building height towards the northern portions of the Lot, with the lower Building elements towards the southern, south-eastern and south-western portions of the Building.

#### 1.2.1 THE SUBJECT LOT

One main Dwelling Open Space area shall be 50 percent unshaded at ground level by existing development, proposed development and existing and proposed fences (excluding proposed fences up to 2 metres high and Building shadows which fall within that fence shadow) between 11am and 3pm at the Equinox.

#### 1.2.2 ADJACENT DEVELOPMENT LOT

Except for Precinct C7 a minimum 6 metre wide strip adjacent to the Thoroughfare alignment shall remain unshaded by the proposed development and existing and proposed fences (excluding proposed fences up to 2 metres high and Building shadows which fall within that fence shadow) between 11am and 3pm at the Equinox.

In Precinct C7 a minimum 6 metre wide strip adjacent to the Thoroughfare alignment shall remain unshaded by the proposed development between 11 a.m. and 3 p.m. at the Equinox.

#### 1.2.3 ADJACENT LOT WITH EXISTING DWELLING

A minimum of 50 percent of the ground level area of the main Dwelling Open Space areas of an adjacent Lot shall remain unshaded by proposed development (excluding proposed fences up to 2 metres high and Building shadows which fall within that fence shadow) between 11am and 3pm at the Equinox.

### DWELLING OPEN SPACE

1.3 The intention is to create usable ground level and upper level Dwelling Open Space areas located well in relation to the main internal areas of the Dwelling, the orientation of the Lot in relation to sunlight, wind and views, and capable of providing a significant and attractive landscape element for the Lot, adjoining Lots and the streetscape and Canalscape generally.

1.3.1 A minimum of one Dwelling Open Space area at ground level shall be provided capable of containing a rectangle 3.5 metres by 8 metres.

1.3.2 Lots which have a 10 metre or more Thoroughfare alignment shall in addition contain a Dwelling Open Space area at ground level capable of containing a rectangle 4 metres by 4 metres.

1.3.3 Dwelling Open Space areas above natural ground level may not be constructed within 2 metres of the front or rear boundary of a Lot, except where a deck is included above the portion of Building that may be constructed to the Lot Thoroughfare alignment.

1.3.4 Within 10 metres of the Lot Thoroughfare alignment, Dwelling Open Space areas above natural ground level shall not extend in excess of 60 percent of the Lot width.

1.3.5 Within 10 metres of the Lot rear boundary, Dwelling Open Space areas above natural ground level should not extend in excess of 40 percent of the Lot width.

#### PRIVACY

1.4 The intention is to ensure a reasonable level of privacy to the major internal and external living areas of Dwellings whilst locating windows and Open space areas to ensure high levels of natural internal illumination and passive energy control.

1.4.1 Windows at first floor level and above shall not be located to orient towards a common boundary with adjoining Lots unless screened to avoid overlooking.

1.4.2 Dwelling Open Space areas above natural ground level shall be screened by vertical or horizontal elements to avoid overlooking directly across common boundaries to the existing or potential external or internal major living areas of adjoining Lots.

#### VEHICULAR PROVISIONS

1.5 The intention is to provide adequate car parking areas for residents and their visitors without adverse impact on streetscape character.

##### 1.5.1 PARKING PROVISIONS ON LOT:

A minimum of two car parking spaces shall be provided within the Lot.

A maximum of two car parking spaces shall be provided within the Lot across the Lot width.

A maximum of one enclosed car parking space shall be provided within the Lot for Lots with frontages less than 10 metres.

The first enclosed car parking space on a Lot shall be constructed to the Lot boundary directly opposite the indicated crossover location.

Crossover width at the Thoroughfare kerb line shall not exceed 3.0 metres for Lots with Thoroughfare alignment of 10 metres. The driveway may angle to the Lot Thoroughfare alignment from this crossover.

Crossover width at the Thoroughfare kerb line shall not exceed 4.5 metres for Lots with Thoroughfare alignment of 10 metres or greater. The driveway may angle to the Lot Thoroughfare alignment from this crossover.

A maximum of 6 metres of the Lot Thoroughfare alignment shall be dedicated to enclose car parking spaces.

In Precinct C6, no vehicular access shall be provided across the Thoroughfare alignment. Access to car parking spaces on Lot shall be from the rear right of way.

##### 1.5.2 PARKING PROVISIONS ON STREET

Crossover locations shall be specified for each Lot adjacent to a Lot boundary for the grouping of adjacent crossovers to permit a minimum of one parallel kerbside on-Thoroughfare parking space between adjacent crossovers, and to permit regular inclusion of Thoroughfare trees, Thoroughfare lighting and services.

##### 1.5.3 MATERIALS

Vehicular driveway materials visible from the Thoroughfare shall be the same material as the footpath, or in the absence of a footpath, the same material as the road carriageway.

##### 1.5.4 LOADING BAYS

Defined loading bay areas shall not be provided except as part of the on-street vehicular movement and parking area.

**STREETSCAPE AND CANALSCAPE CHARACTER**

1.6 The intention is to produce visually attractive and coherent Thoroughfarescapes and Canalscapes where individual Buildings enhance the character of the Thoroughfare or Canalscape. The intention is not to stifle design or construction creativity or innovation, but to avoid elements or forms which are not consistent with the design ethos or intent of the high quality proposed development character.

**1.6.1 BUILDING FORM****Facade Height:**

Single storey elements contiguous with Lot boundaries shall be approximately 3 metres above specified ground level, and two storey elements contiguous with Lot boundaries shall be approximately 6 metres above specified ground level, to result in harmonious height relationships between abutting Building elements on adjoining Lots.

**Facade Form:**

Proportions, texture, collaging of materials and three dimensional patterning shall be prime considerations in facade design to provide interesting and stimulating Thoroughfare detail.

**Fenestration:**

The size proportions, and location of door and window elements shall be carefully considered to produce interesting solid/void relationships.

**Roof Form:**

The visibility of roof elements to the Thoroughfare or Canal is encouraged. Roof slope should not exceed 30 degrees above the horizontal.

Similar roof angles on adjoining Dwellings is encouraged.

**1.6.2 MATERIALS**

Appropriate external wall and fencing materials include:

- rendered, painted or natural clay bricks
- rendered, painted or natural concrete blocks
- sealed or painted timber
- rendered or painted fibre cement sheet
- baked or powder coated paint finished metal sheet
- glass

Appropriate external roof materials include:

- Concrete and terra-cotta tiles
- slate
- baked or powder coated paint finished ribbed or corrugated metal sheet
- glass

**1.6.3 COLOURS**

Restraint should be exercised in the selection of colours for large surface areas, and consideration shall be given to the colours utilised on nearby Lots to produce harmonious relationships. Stronger colours should only be used for accent elements, detail or trim items.

**1.6.4 FENCING**

Fence height shall not exceed 2 metres.

Fence height shall not exceed 1 metre above natural ground line within 2 metres of the front boundary of a Lot or within 3 metres of the rear boundary of a Lot adjacent to a Canal. Fencing shall not be located within 1 metre of the Canal edge.

Fencing within 3 metres of the rear boundary of a Lot adjacent to a Canal is discouraged to emphasise the horizontal continuity of the Canal edge and to permit co-ordinated Canal edge tree planting. Pedestrian movement discontinuity can be achieved along the Canal edge with low height planting.

Fencing shall be an integral design and construction element of the Dwelling, utilising similar materials, finishes and colours.

Reduced fencing height may be required to facilitate traffic sight lines on corner Lots. Each Lot will be assessed on its merits.

**1.6.5 LANDSCAPING**

Building elements shall be framed by attractive landscape elements.

Landscaping shall be designed and species selected to contribute positively to the high landscape quality proposed for the Thoroughfarescapes.

Landscaping shall be designed and selected with consideration to the privacy, overshadowing, view limitation and visual impact on adjoining properties.

**1.6.6 EXTERNAL RECREATION FACILITIES**

Tennis courts must be located to minimise visual intrusion of the fencing structure, and the planting void that results across the court area. Unless constructed adjacent to an existing Building wall, tennis court fencing shall be set back a minimum of 2 metres from a Lot boundary, and the setback area shall be densely planted to screen the court area. Refer also to requirements on external lighting under Services below.

Swimming pools shall not occupy in excess of 50 percent of the ground level Dwelling Open Space area of the Lot. They may be constructed to Lot boundaries, with the exception of a Canal frontage where the minimum set back shall be 2 metres.

**1.6.7 STORAGE/ANCILLARY BUILDINGS**

External storage areas on Lot, including rubbish storage, shall be screened from view from the Thoroughfare or Canal by a screen a minimum of 2 metres in height, and located within the setback envelopes as specified.

Internal storage areas or ancillary Buildings, including carports and garages, screens and fences shall be constructed as an integral component of the design of Buildings on the Lot, utilising similar materials, finishes, colours and visual treatments.

Garage doors shall be integrated in terms of materials and colours with the design of the Buildings on the Lot and shall not be metal roller shutter doors.

Non-habitable outbuildings shall not exceed 3 metres in height.

**1.6.8 SERVICES**

All plumbing (except for necessary vents), electrical and telecommunications services shall be concealed underground or within the Dwelling structure.

All plant, including evaporative cooling, air conditioning or heating units and other equipment shall not be visible from adjoining Lots, the Thoroughfare or the Canal or other Dwelling Open Space areas. They shall be screened at ground level, or concealed within louvre faced voids integrated within the design of the Dwelling. Noise levels from such equipment shall not exceed such db levels as the Architectural Committee may determine.

Solar collectors shall be sealed panel types, and integrated with the three dimensional modelling of the Building.

External clothes drying areas shall not be located between a Dwelling and the adjacent Canal. A screened enclosure may be provided at ground level elsewhere on the Lot.

Incinerators are not permitted.

All strong sources of external lighting within a Lot shall be baffled or screened to avoid spill into adjacent Lots.

**1.6.9 TENNIS COURT LIGHTING**

The objectives of the By-laws in relation to the illumination of tennis courts are:

- to ensure that the evening lighting and use of tennis courts does not detrimentally affect adjoining and neighbouring Lots and Dwellings;
- to ensure that the proposed lighting system is appropriate to the primary Precinct uses and setting; and
- to enable the reasonable use of private tennis courts for domestic use.

The Architectural Committee recognises that numerous styles and brands of lighting equipment for tennis courts exist and does not intend to specify a particular style or brand as satisfactory.

The impact of lights on adjoining Lots and Dwellings is to be limited by specifying maximum illumination levels for the court surface and for illumination of windows on adjacent Buildings and other constraints described in this By-law.

Subject to and within the constraints referred to below, factors which the Architectural Committee will take into account when considering application plans for tennis court lights will include whether:

- the proposed illuminated court is so located that there is sufficient separation (by distance or barriers) from adjoining premises;

the actual location of the proposed illuminated court is such that it would have an abnormal number of dwellings in close proximity to it;

the elevation of the proposed illuminated court is such that the light would be more obtrusive than would be the case had the court been set at a lower ground level relative to adjoining properties;

there are landscape features or there is a capacity for landscaping which would effectively reduce the impact of the court at night;

there are windows or other frequently used and open parts of adjoining dwellings which if normally lit at night would be exposed to persons playing on the illuminated tennis court;

the location relationship between the court and adjoining premises is such that the likely noise of night tennis would be unacceptable, such as respective elevations, prevailing winds or normal ambient noise levels;

there are structural and technical specifications for the lights such that the illumination would be too great or the light given off would affect areas which should not be so affected; and

there are existing conditions in the area which when considered together with an illuminated tennis court would constitute an unacceptable situation or, alternatively, would lessen the real impact of the proposal.

#### 1.6.9.1 Illumination Levels

Maximum illumination at any point of a tennis court shall not exceed the specification determined by the Architectural Committee for the type of lighting.

Maximum illumination at any bedroom window of a Dwelling on an adjoining property shall not exceed 2 lux.

Maximum Illumination 9m from the Centre of side of court shall not exceed 12 lux.

#### 1.6.9.2 Baffles

All lights are to be provided with rear and side baffles to restrict spillage of direct light onto adjoining Lots at the rear and side of the court. Front mounted baffles are to be provided if required to restrict direct light spillage towards adjoining Lots or Dwellings on the opposite side of the court.

#### 1.6.9.3 Screening

Screening is to be provided to reduce illumination of windows on adjoining Lots or Dwellings. The method of screening must not create any visual intrusion into the environment of the area. The necessity to provide screening may indicate that the provision of lights for the tennis court is inappropriate.

#### 1.6.9.4 Hours of Use

The lights to the tennis court shall be restricted to evening use only and shall not operate after 10 p.m. Sunday to Thursday inclusive and 11 p.m. Friday and Saturday.

Written permission for use outside these hours may be given by the Executive Committee following written application.

#### 1.6.9.5 Noise

No mechanical equipment shall be used on the court between the hours of 7 p.m. and 8 a.m.

#### 1.6.9.6 Other Constraints per Lot

Maximum Number of Lights 4

Maximum Light Power 1,000 watt

Maximum Pole Height 7.3 m

## 2. MEDIUM DENSITY RESIDENTIAL: PRINCES PIER

### PRECINCT B2

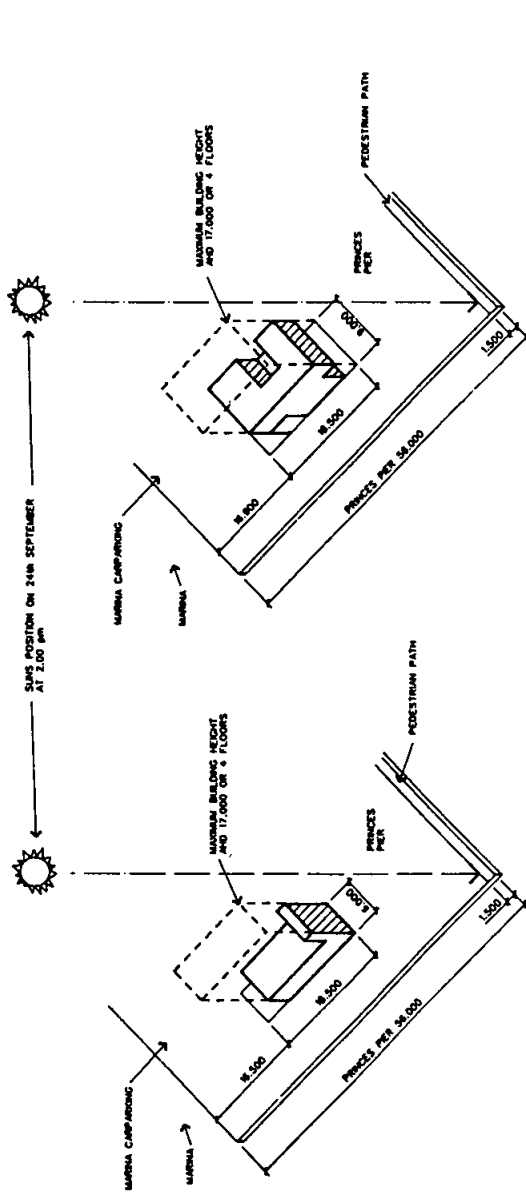
Refer to Precinct Plan

Refer to Concept Axonometrics B2A, B2B

#### NOTE:

The Concept Axonometrics indicate an appropriate solution to the location and grouping of Buildings within the Precinct. Aspects such as maximum Building height and maximum floor area must be complied with in addition to other requirements of the Development Plan. Other elements are design objectives for development. The Axonometric will be used as a reference for the assessment of alternative development proposals that may be prepared.





CONCEPT AXONOMETRIC B2B

8.000 M WIDE SITE  
 SITE AREA 94.50 M<sup>2</sup>  
 SITE COVERAGE 75 X 124.88 M<sup>2</sup>  
 FLOOR SPACE RATIO 0.80 133.20 M<sup>2</sup>  
 No FLOORS 2

CONCEPT AXONOMETRIC B2A

6.000 M WIDE SITE  
 SITE AREA 110.0 M<sup>2</sup>  
 SITE COVERAGE 75 X 83.25 M<sup>2</sup>  
 FLOOR SPACE RATIO 0.80 66.6 M<sup>2</sup>  
 No FLOORS 2



0 5 10 20

PRECINCT B2  
 240790

PRINCES PIER MEDIUM DENSITY RESIDENTIAL  
 SANDROCK CITY DEVELOPMENT COMPANY

**DEVELOPMENT DENSITY AND MASSING**

2.1 The intention is to permit adequate design flexibility yet ensuring that development does not unreasonably impact on the visual and environmental amenity of other development within the Lot or on adjoining Lots, or the character of the Thoroughfarescapes, bayscapes or Canalscapes.

**2.1.1 DWELLING NUMBERS**

A maximum of 24 units shall be provided

A minimum of 18 units shall be provided

**2.1.2 LOT COVERAGE**

Lot coverage, including all roofed areas shall not exceed 75 percent of the Lot area.

**2.1.3 FLOOR SPACE RATIO**

The total floor area of all enclosed Buildings including car parking areas shall not exceed a Floor Space Ratio of 0.80.

**2.1.4 SPACES BETWEEN BUILDINGS**

Buildings shall be spaced to permit views, to allow sunlight penetration, and to minimise adverse wind effects as indicated on the Concept Axonometric.

**2.1.5 BUILDING HEIGHT**

Buildings shall not exceed the heights as indicated on the Concept Axonometric for the various portions of each development parcel.

Building height shall not exceed 17 metres AHD or 4 storeys.

**2.1.6 VISUAL IMPACT**

Buildings shall be located to produce an attractive and co-ordinated visual statement, and to minimise adverse visual impact on the Thoroughfarescapes, bayscapes or Canalscapes of the Lot, adjoining Lots or adjoining areas.

**2.1.7 VIEWS**

Buildings shall be located to enhance views of the Bay, the marina, the Lot areas and the surrounding areas generally.

**2.1.8 LOT SIZE**

The minimum Lot size on which a Building may be constructed is 7 m x 18 m.

**2.1.9 PROJECTIONS**

Architectural elements, for example small balconies, window hoods and other climate control devices may project beyond the specified setbacks or across a Thoroughfare alignment at the discretion of the Architectural Committee.

**MICROCLIMATE**

2.2 The intention is through the careful placement of Building bulk to minimise the overshadowing of outdoor Open space and Dwelling Open Space areas, to maximise sunlight penetration to windows, and to minimise adverse wind effects on outdoor open space and Dwelling Open Space areas.

**2.2.1 OVERSHADOWING**

Buildings shall be located to ensure at minimum 80 percent of all water edge areas are unshaded between 11 am and 2 pm at the Equinox.

Buildings shall be located to ensure a minimum of 80 percent of ground level area of major Open space areas shall be unshaded between 11 am and 2 pm at the Equinox.

Buildings shall be located to ensure the pedestrian path on the east side of the Lot is unshaded until 2 pm at the Equinox.

The major portion of Dwelling Open Space areas shall be unshaded at 2 pm at the Equinox.

**2.2.2 WIND**

Continuity of Building elements at low level adjacent to the water edge shall be maximised to provide wind protection.

Building corners, entrances and balconies shall be carefully designed to minimise wind turbulence.

Canopies, landscaping and other devices shall be utilised particularly at the lower levels of Buildings to minimise wind turbulence.

#### DWELLING OPEN SPACE

2.3 The intention is to create usable ground level and upper level Dwelling Open Space areas located well in relation to the potential public or private access locations, orientation in relation to sunlight, wind and views, and capable of providing an attractive landscape element.

2.3.1 A Dwelling Open Space with a minimum dimension of 4 metres and a minimum areas of 24 sq.m. shall be provided attached to each Dwelling within the Precinct; and

2.3.2 The provision of roof deck areas is encouraged.

#### PRIVACY

2.4 The intention is to ensure a reasonable level of privacy to the major internal and external living areas of Dwellings whilst locating windows and Dwelling Open Space areas to ensure high levels of natural internal illumination and passive energy control.

2.4.1 Windows shall not be located to orient directly towards the common boundaries with adjoining Dwellings unless adequately screened to avoid overlooking.

2.4.2 Dwelling Open Space areas above natural ground level shall be screened by vertical or horizontal elements to avoid overlooking directly across common boundaries to the existing or potential external or internal major living areas of adjoining Dwellings.

#### VEHICULAR PROVISIONS

2.5 The intention is to provide adequate car parking areas for residents and their visitors without adverse impact on Thoroughfarescape character, the appearance of the Buildings, or the functional amenity of the site.

2.5.1 Two car parking spaces per Dwelling unit shall be provided within the Precinct.

2.5.2 All vehicular movement areas shall be designed as multi purpose areas to enhance the visual quality of the pier.

2.5.3 Defined loading bay areas shall not be provided except as part of the on-street vehicular movement and parking area.

#### DEVELOPMENT CHARACTER

2.6 The intention is to produce a visually attractive appearance for the development, with coherent bayscapes where individual Buildings enhance the character of the pier. The intention is not to stifle design or construction creativity or innovation, but to avoid Buildings, elements or forms which are inconsistent with the design ethos or intent of the high quality proposed development character and the unique water related siting on the pier.

In addition the development must be interesting and active at the key pedestrian and vehicular access levels.

##### 2.6.1 ACTIVITY LINKS

Key pedestrian access routes shall include public oriented activities along their alignments

##### 2.6.2 COMMUNAL FACILITIES

Communal facilities shall be located in highly accessible locations with attractive outlook.

##### 2.6.3 WATER EDGE CHARACTER

Pedestrian activity, commercial facilities and community facilities shall be oriented towards the water edge of the pier.

Dwelling Open Space areas shall be designed and edged consistently to enhance the form and character of the pier.

##### 2.6.4 INTERFACE EDGES

The northern entrance to the pier shall be carefully designed to provide an interesting "gateway" to the unique pier development. The visual expression of this element to the Water Basin area is very important in establishing the pier as a key element for the total development.

##### 2.6.5 BUILDING FORM

The tradition of pier Buildings and structures shall provide an architectural reference for the form of the development.

The horizontal emphasis of the total development shall be emphasised, but strong vertical elements shall be provided in the Building form for visual articulation.

**2.6.6 FACADE DETAIL**

Elevational detailing shall be architecturally sympathetic to the residential scale and nature of the development and the prevailing climatic conditions.

Internal and external window coverings and treatments shall be sympathetic to the external appearance of the Building and shall be co-ordinated within Building elevations.

**2.6.7 MATERIALS**

Appropriate external wall and fencing materials include:

sealed or painted timber

rendered or painted fibre cement sheet

baked or powder coated paint finished metal sheet

glass

Appropriate external roof materials include:

Concrete and terra-cotta tiles

slate

baked or powder coated paint finished ribbed or corrugated metal sheet

glass.

**2.6.8 COLOURS**

Restraint should be exercised in the selection of colours for large surface areas, and consideration shall be given to the colours utilised on nearby Buildings to produce harmonious relationships. Stronger colours should only be used for accent elements, detail or trim items.

**2.6.9 ANCILLARY BUILDINGS/SCREENS/FENCES**

External storage areas, including rubbish storage, shall be screened from view by a screen a minimum of 2 metres in height, and located within the envelopes as specified.

Internal storage areas or ancillary Buildings, including carports and garages, screens and fences shall be constructed as an integral component of the design of Buildings on the Lot, utilising similar materials, finishes, colours and visual treatments.

Garage doors shall not be metal roller shutter doors. They shall be integrated in terms of materials and colours with the design of the Building/s on the Lot.

Non-habitable outbuildings shall not exceed one storey, or 3 metres, in height.

**2.6.10 LANDSCAPING**

Building elements shall be framed by attractive landscape elements in context with the pier location.

Landscaping shall be designed and species selected to contribute positively to the high landscape quality proposed for the development, and to reflect the exposed location of the pier.

Landscaping shall be designed and selected with consideration to privacy, overshadowing, view limitation, visual impact and wind control.

**2.6.11 SERVICES**

All plumbing (except for necessary vents), electrical and telecommunications services shall be concealed underground or within the Building structure.

All plant, including evaporative cooling, air conditioning or heating units shall not be visible from adjoining Lots, the Thoroughfares, the Canal or other Open space areas. They shall be screened at ground level, or concealed within the design of the Dwelling. Noise levels from such equipment shall not exceed such db levels as the Architectural Committee may determine.

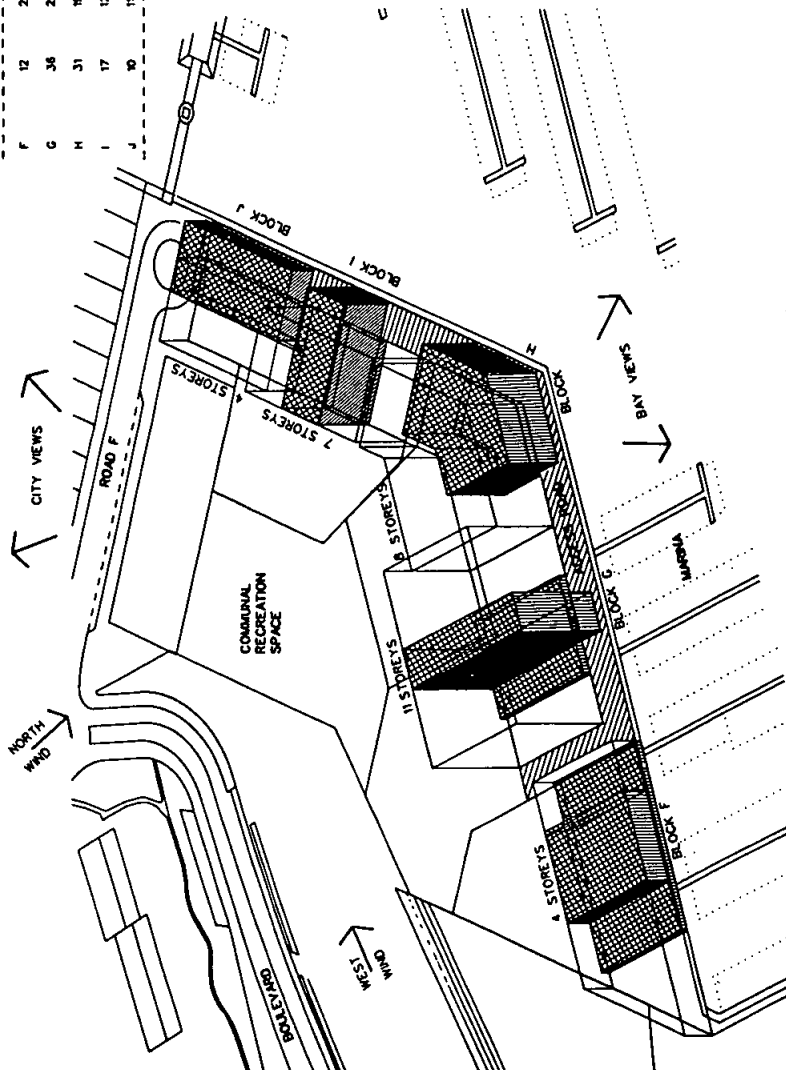
Solar collectors shall be sealed panel types, and integrated with the three dimensional modelling of the Building.

External clothes drying areas shall not be located between a Dwelling and the adjacent water body. A screened enclosure may be provided elsewhere.

Incinerators are not permitted.

All strong sources of external lighting within a Lot shall be baffled or screened to avoid spill into adjacent private Dwelling or Dwelling Open Space areas.

BLOCK	UNITS	AREA	FSR	FLOORS
F	12	2875	1.0 (10.7)	4
G	36	2220	3.0 (2.5)	1
H	31	1933	3.0 (2.5)	6
I	17	1200	3.0 (2.5)	7
J	30	1174	3.0 (11.4)	4

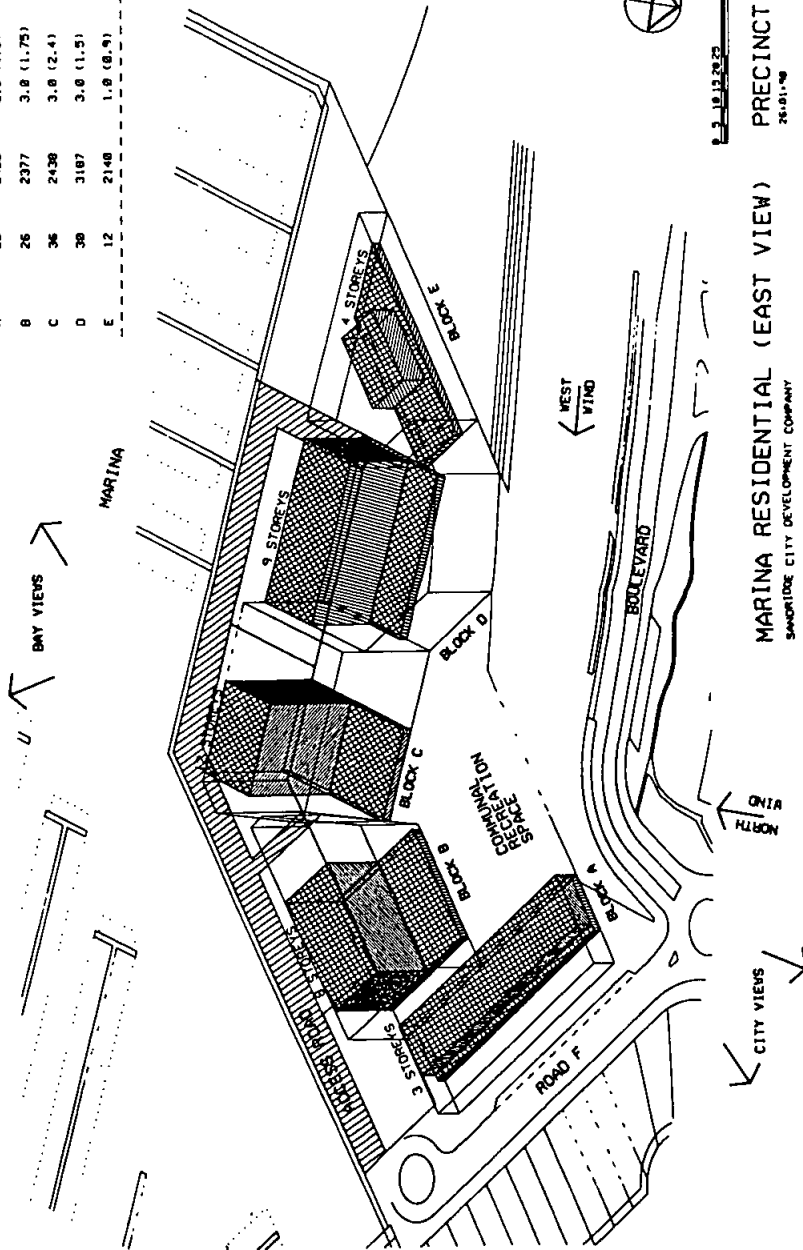


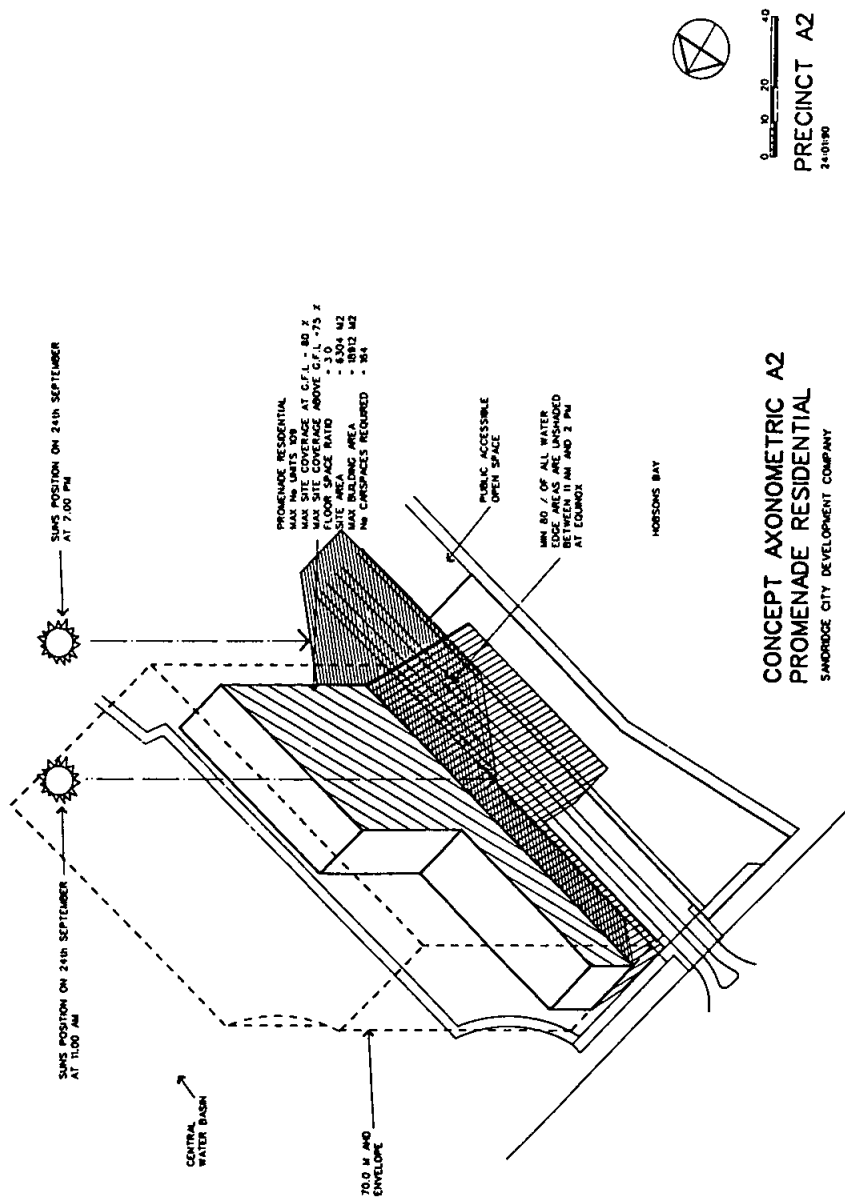
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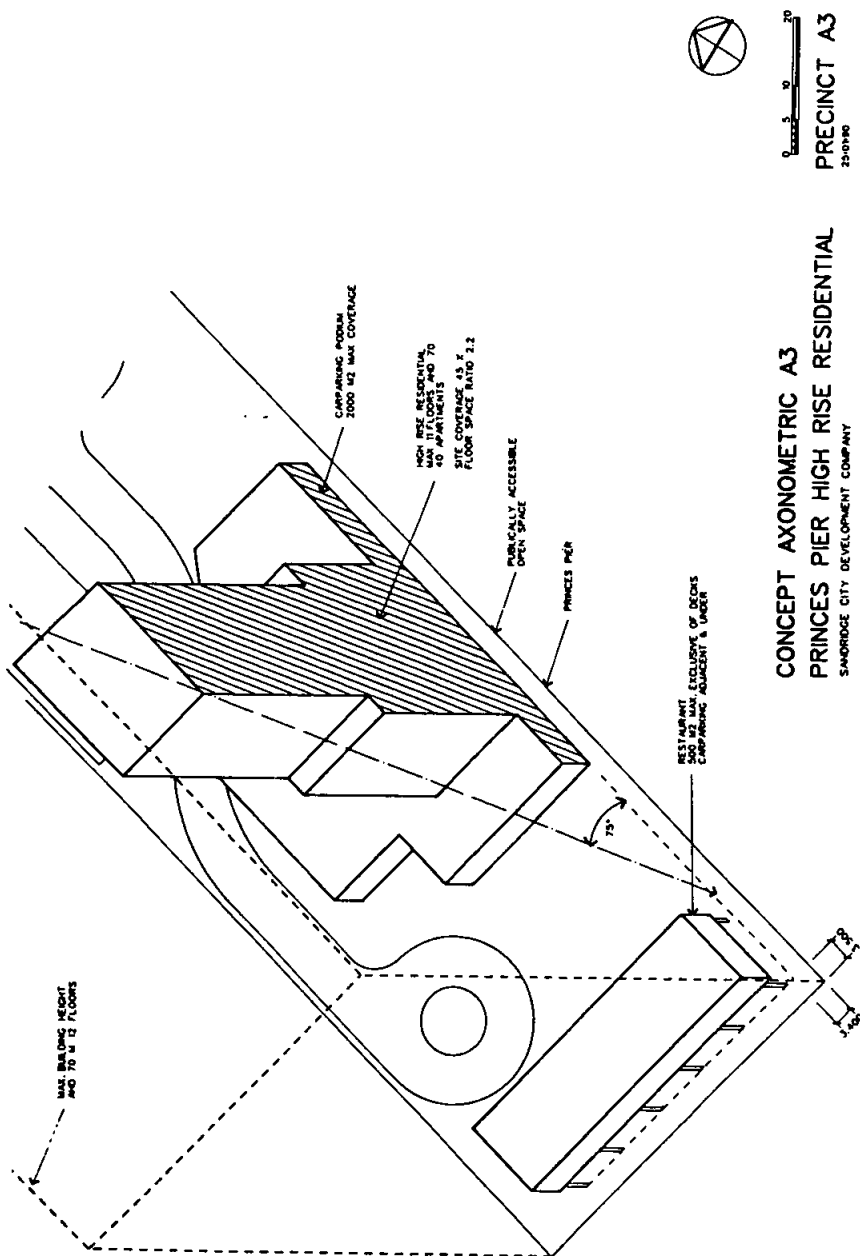
PRECINCT A1  
28-01-90

MARINA RESIDENTIAL (WEST VIEW)  
SANDROCK CITY DEVELOPMENT COMPANY

BLOCK	UNITS	AREA	FSR	FLOORS
A	28	2489	2.8 (1.3)	3
B	26	2377	3.8 (1.75)	8
C	36	2438	3.8 (2.4)	12
D	38	3187	3.8 (1.5)	9
E	12	2148	1.8 (8.9)	4









**3. MARINA, PRINCES PIER AND PROMENADE RESIDENTIAL****PRECINCTS A1, A2, A3.**

Refer to Precinct Plan

Refer to Concept Axonometrics A1A, A1B, A2, A3.

**NOTE:**

The Concept Axonometrics indicate an appropriate solution to the location and grouping of Buildings within the Precinct. Aspects such as maximum Building height and maximum floor area must be complied with in addition to other requirements of the Development Plan. Other elements are design objectives for development. The Axonometric will be used as a reference for the assessment of alternative development proposals that may be prepared.

**DEVELOPMENT DENSITY AND MASSING**

3.1 The intention is to permit adequate design flexibility yet ensuring that development does not unreasonably impact on the visual and environmental amenity of other development within the Lot or on adjoining Lots, or the character of the Thoroughfarescapes, bayscapes or Canalscapes.

**3.1.1 FLOOR AREA OF USES**

Uses shall be provided and the floor areas for each use or the number of Dwelling units shall not be less than the minimum or greater than the maximum floor area or number as specified in the following table.

**TABLE 1****PRECINCT A1**

Dwelling units: maximum of 230 units

**PRECINCT A2**

Dwelling units: maximum of 109 units

**PRECINCT A3**

Dwelling units: maximum of 40 units

Restaurant: maximum floor area of 500 sq.m., excluding open decks.

**3.1.2 LOT COVERAGE****PRECINCT A1**

Buildings above ground floor level shall not cover in excess of 50 percent of the Lot area.

Ground floor levels may cover an additional 30 percent of the Lot area, with the exception of Building A as indicated on the Concept Axonometric which may cover an additional 20 percent of the Lot area.

Buildings on Sites G, H and I may overhang the communal access road to the extent of the top of the Marina wall. This overhang area shall be included as part of the Lot coverage calculations as if it were within the Lot area, and shall be included within the floor space ratio calculations. Support structures shall not impede traffic movement or traffic sight lines.

**PRECINCT A2**

Building above ground floor level shall not cover in excess of 75 percent of the Lot area.

Ground floor levels shall not cover in excess of 80 percent of the Lot area.

**PRECINCT A3**

The parking podium at deck level may cover 2000 sq.m.

The residential component above shall not cover in excess of 45 percent of the Lot.

The Precinct may only be subdivided into smaller Lots at the discretion of the Primary Body Corporate. If subdivision is authorized, the provision as included for the Precinct will be applicable at the discretion of the Primary Body Corporate to the smaller Lots individually.

**3.1.3 FLOOR SPACE RATIO****PRECINCT A1**

The floor space ratio for each Building site within Precinct A1 shall not exceed:

Site A: 2.0

Site B: 3.0

Site C: 3.0

Site D: 3.0

Site E: 1.0  
Site F: 1.0  
Site G: 3.0  
Site H: 3.0  
Site I: 3.0

**PRECINCT A2**

The total floor area of all enclosed Buildings excluding car parking areas shall not exceed a Floor Space Ratio of 3.0.

**PRECINCT A3**

The total floor area of all enclosed Buildings excluding car parking areas shall not exceed a Floor Space Ratio of 2.2.

**3.1.4 EDGE CONDITIONS**

Development shall be setback from the edges of the Lot or from Thoroughfare or other areas as indicated on the relevant Concept Axonometric.

**3.1.5 SPACES BETWEEN BUILDINGS**

Buildings shall be spaced to permit views, to allow sunlight penetration, and to minimise adverse wind effects.

**3.1.6 BUILDING HEIGHT**

Buildings shall not exceed the heights as indicated on the Concept Axonometric for the various portions of each development parcel.-Building height shall not exceed:

Precinct A1: 50 metres AHD or 12 storeys

Within Precinct A1 Building height on the individual Lots shall not exceed:

Site A: 3 storeys  
Site B: 8 storeys  
Site C: 12 storeys  
Site D: 9 storeys  
Site E: 4 storeys  
Site F: 4 storeys  
Site G: 11 storeys  
Site H: 8 storeys  
Site I: 7 storeys

Precinct A2: 70 metres AHD or 15 storeys

Precinct A3: 70 metres AHD or 12 storeys

**3.1.7 VISUAL IMPACT**

Buildings shall be located to produce an attractive and co-ordinated visual statement, and to minimise adverse visual impact on the Thoroughfarescapes, bayscapes or Canalscapes of the Lot, adjoining Lots or adjoining areas.

Roof areas of Buildings that may be visible from taller Buildings shall be designed and roof-top facilities located to ensure an attractive visual image from the taller Buildings.

**3.1.8 VIEWS**

Buildings shall be located to enhance views to the City, the Bay, the Marina, the Lot areas and the surrounding areas generally.

**3.1.9 REVISIONS**

Alternative Building envelope proposals shall be considered by the Primary Body Corporate and shall be authorized if the amenity, image and design quality of the proposal is, by their consideration, at least equal to the Building envelope proposal as included in the Concept Axonometric.

**3.1.10 PROJECTIONS**

Architectural elements, for example small balconies, window hoods and other climate control devices may project beyond the specified setbacks or across a Thoroughfare alignment at the discretion of the Architectural Committee.

## **MICROCLIMATE**

3.2 The intention is through the careful placement of Building bulk to minimise the overshadowing of Open space and Dwelling Open Space areas, to maximise sunlight penetration to windows, and to minimise adverse wind effects on Open space public and Dwelling Open Space areas.

### **3.2.1 OVERSHADOWING**

Buildings shall be located to ensure at minimum 80 percent of all water edge areas are unshaded between 11am and 2pm at the Equinox.

Buildings shall be located to ensure a minimum of 80 percent of the ground level area of Open space areas shall be unshaded between 11am and 2pm at the Equinox.

Buildings shall be designed and located to ensure that less than 30 percent of the wall area of an adjacent Building is unshaded between 11am and 2pm at the Equinox.

### **3.2.2 WIND**

Continuity of Building elements at low level adjacent to the bay edge, Water Basin and Canal shall be maximised to provide wind protection.

Taller Building elements should be of such dimensions, be spaced and angled as indicated on the Concept Axonometric to avoid unacceptable wind turbulence in the lee areas.

Canopies, landscaping and other devices shall be utilised particularly at the lower levels of Buildings to minimise wind turbulence. Dense planting shall be included at Building corners to reduce wind speeds and turbulence at ground level.

## **DWELLING OPEN SPACE**

The intention is to create usable ground level and upper level Dwelling Open Space areas located well in relation to the potential public or private access locations, orientation in relation to sunlight, wind and views, and capable of providing a significant and attractive landscape element.

A Dwelling Open Space with a minimum dimension of 2 metres and a minimum area of 8 sq.m. shall be provided attached to each Dwelling within the Precinct.

Dwelling Open Space areas with a minimum dimension of 4 metres and a minimum of 30 sq.m. shall be maximised at ground level adjacent to Dwelling units.

## **PRIVACY**

3.4 The intention is to ensure a reasonable level of privacy to the major internal and external living areas of Dwellings whilst locating windows and Dwelling Open space areas to ensure high levels of natural internal illumination and passive energy control.

3.4.1 Windows and Dwelling Open space areas shall be located to maximise privacy to adjacent Dwelling Open Space and internal areas.

3.4.2 Horizontal or vertical architectural screening elements shall be incorporated wherever possible to maximise privacy.

3.4.3 Action shall be taken to minimise overlooking from Buildings within this Precinct towards the Dwelling Open space areas of the Dwelling Lots across the Water Basin and Canal.

## **VEHICULAR PROVISIONS**

3.5 The intention is to provide adequate car parking areas for residents and their visitors without adverse impact on Thoroughfarescape character, the appearance of the Buildings, or the functional amenity of the site.

### **3.5.1 PARKING PROVISION ON LOT**

#### **PRECINCT A1:**

A minimum of 2.2 car parking spaces shall be provided within the relevant Precinct in close proximity to the Dwellings they serve.

Enclosed parking Buildings or portions of Buildings shall be provided for 2 car parking spaces per Dwelling unit.

Visitor parking areas shall be located in close proximity to the site entrances, and shall be attractively screened and landscaped.

#### **PRECINCTS A2, A3:**

Provision shall be made within the Precinct for the parking of 1.5 cars per Dwelling unit.

A maximum of one car parking level shall be provided within the Precinct, with all car parking spaces provided within this enclosed Building at basement level.

**3.5.2 ACCESS LOCATIONS**

Vehicular access locations to each Precinct shall be provided as indicated on the Concept Axonometric, and as detailed in the Development Plan.

**3.5.3 LOADING BAYS**

Loading bay areas shall not be provided in close proximity to pedestrian focal areas or open spaces, and shall be adequately screened to the satisfaction of the Architectural Committee.

**DEVELOPMENT CHARACTER**

3.6 The intention is to produce a visually attractive appearance for the development, with coherent Thoroughfarescapes, bayscapes and Canalscapes where individual Buildings enhance the character of the Thoroughfarescape, bayscape or Canalscape and the image of the Precinct. The intention is not to stifle design or construction creativity or innovation, but to avoid Buildings, elements or forms which are inconsistent with the design ethos or intent of the high quality proposed development character.

In addition the development must be interesting and attractive at the key pedestrian and vehicular access levels.

**3.6.1 ACTIVITY LINKS**

Key pedestrian access routes shall be attractively designed and landscaped, shall include public oriented activities along their alignments, and shall wherever possible focus on the water edge areas.

Key pedestrian access routes shall link directly with the key routes of adjoining Precincts or surrounding areas.

**3.6.2 COMMUNAL FACILITIES**

Communal facilities shall be located in highly accessible locations with attractive outlook.

Communal facilities shall include leisure, recreation and active sporting options for the residents of the Precinct, in attractively designed Buildings or attractively landscaped outdoor locations.

**3.6.3 WATER EDGE CHARACTER**

Pedestrian activity, commercial facilities and communal facilities shall be oriented towards the water edge of the Lot.

The design of the water edge areas shall respect the tradition of maritime materials and detailing.

**3.6.4 INTERFACE EDGES**

Precinct edges shall provide a significant landscape component to ensure attractive spatial transition between development Precincts. Continuity of landscape elements with adjoining areas shall be implemented where feasible to provide an integrated image for the site.

Pedestrian linkages shall be continuous between adjoining Precincts and other surrounding areas.

**3.6.5 BUILDING FORM**

The modelling of Building form shall provide interesting shapes and volumes for Buildings and the spaces between Buildings. Each Building shall be designed having respect for the form and location of adjoining existing and future Buildings.

**3.6.6 FACADE DETAIL**

Facade volumes may be bold, but facades shall be attractively and interestingly detailed to respond to the human scale and to respond to the climatic situation.

Internal and external window coverings and treatments shall be sympathetic to the external appearance of the Building and shall be co-ordinated within Building elevations.

**3.6.7 MATERIALS**

The maritime, water edge location of these Precincts shall be reflected in the selection of materials.

Appropriate external wall and fencing materials include:

- rendered, painted or natural clay bricks
- rendered, painted or natural concrete blocks
- sealed or painted timber
- rendered or painted fibre cement sheet
- baked or powder coated paint finished metal sheet
- glass

Appropriate external roof materials include:

- concrete and terra-cotta tiles

slate  
baked or powder coated paint finished ribbed or corrugated metal sheet  
glass

### 3.6.8 COLOURS

Restraint should be exercised in the selection of colours for large surface areas, and consideration shall be given to the colours utilised on nearby Buildings to produce harmonious relationships. Stronger colours should only be used for accent elements, detail or trim items.

### 3.6.9 ANCILLARY BUILDINGS/SCREENS/FENCES

External storage areas, including rubbish storage, shall be screened from view from the Thoroughfare or Canal or other portions of the Lot by a screen a minimum of 2 metres in height, and located within the envelopes as specified.

Internal storage areas or ancillary Buildings, including carports and garages, retaining walls, screens and fences shall be constructed as an integral component of the Building design, utilising similar materials, finishes, colours and visual treatments.

Garage doors shall not be metal roller shutter doors.

Non-habitable outbuildings shall not exceed one storey, or 3 metres, in height.

### 3.6.10 LANDSCAPING

Building elements shall be framed by attractive landscape elements.

Landscaping shall be designed and species selected to contribute positively to the high landscape quality proposed for the Thoroughfarescapes.

Landscaping shall be designed and selected with consideration to privacy, overshadowing, view limitation, visual impact and wind control.

### 3.6.11 SERVICES

All plumbing (except for necessary vents), electrical and telecommunications services shall be concealed underground or within the Building structure.

All plant, including evaporative cooling, air conditioning or heating units shall not be visible from adjoining Lots, the Thoroughfares, the Canal or other Open space areas. They shall be screened at ground level or concealed within the design of the Building.

Solar collectors shall be sealed panel types, and integrated with the three dimensional modelling of the Building.

External clothes drying areas shall not be located between a Dwelling and the adjacent water body. A screened enclosure may be provided elsewhere.

Incinerators are not permitted.

All strong sources of external lighting within a Lot shall be baffled or screened to avoid spill into adjacent Lots.

### 3.6.12 TENNIS COURT LIGHTING

The objectives of the By-laws in relation to the illumination of tennis courts in Precincts A1, A2 and A3 are the same as those described in By-law 1.6.9 of Chapter 4.

## 4. RESIDENTIAL SINGLE LOT: MINISTRY OF HOUSING

### PRECINCTS: E1, E2, E3, E4.

Refer to Precinct Plan

### DEVELOPMENT DENSITY AND MASSING

4.1 The intention is to permit adequate design flexibility by not severely limiting Lot coverage potential, yet ensuring that development does not unreasonably impact on the visual and environmental amenity of adjoining Lots or the character of the Thoroughfarescapes or Canalscapes.

#### 4.1.1 LOT SIZE

Lots may not be further subdivided than as indicated approximately on the Development Plan.

Design shall be prepared for each Precinct as a single development.

#### 4.1.2 DWELLING NUMBERS

A maximum of one Dwelling may be constructed on any Lot or amalgamated Lot within Precincts E1, E2, E4.

Within Precincts E3, 72 Dwelling units may be constructed.

#### 4.1.3 LOT COVERAGE

Lot coverage within Precincts E1, E2, and E4, including all roofed areas, shall not exceed 60 percent of the Lot area, except in the case of single storey development where Lot coverage shall not exceed 70 percent of the Lot area.

Lot coverage within Precincts E3, including all roofed areas, shall not exceed 70 percent of the Lot area.

#### 4.1.4 FLOOR SPACE RATIO

The total floor area of all enclosed Dwelling, outbuilding and garage areas, shall not exceed a Floor Space Ratio of 1.1 in Precincts E1, E2, E4.

The total floor area of all enclosed Dwelling, outbuilding and garage areas, shall not exceed a Floor Space Ratio of 2.5 in Precinct E3.

#### 4.1.5 THOROUGHFARE ALIGNMENT SETBACK

Buildings may be constructed to the Thoroughfare alignment except on Sandridge Road where a setback of 1.2 metres shall be provided, and on Graham Street where a minimum setback of 1 metre shall be provided.

Building setback from Thoroughfare alignment may be regulated to provide traffic sight lines at the discretion of the Primary Body Corporate.

#### 4.1.6 REAR BOUNDARY SETBACK

Buildings may be constructed to the rear boundary of the site.

#### 4.1.7 SIDE BOUNDARY SETBACK

Construction to the side boundary is encouraged, particularly contiguous with an existing wall of an adjacent Dwelling constructed to the boundary.

#### 4.1.8 BUILDING HEIGHT

Maximum wall height on a Lot boundary shall not exceed 7.5 metres or 2 storeys.

Development in excess of 4 storeys is not permitted in Precincts E1, E2, and E4.

Development in excess of 6 storeys is not permitted in Precinct E3.

Maximum Building height in Precinct E3 shall not exceed 29 metres above specified ground level.

#### 4.1.9 VISUAL IMPACT

Boundary walls shall not project in excess of 6 metres beyond an existing boundary wall on an adjacent Lot.

#### 4.1.10 PROJECTIONS

Architectural elements, for example small balconies, window hoods and other climate control devices may project beyond the specified setbacks or across a Thoroughfare alignment at the discretion of the Architectural Committee.

### OVERSHADOWING

4.2 The intention is through the careful placement of Building bulk to minimise the overshadowing of the outdoor living spaces of the Dwelling Lot and the adjoining Lots and adjacent Canal and Open space areas, and to maximise sunlight penetration to windows.

This should generally involve the stepping of increasing Building height towards the northern portions of the Lot, with the lower Building elements towards the southern, south-eastern and south-western portions of the Building.

4.2.1 One main Dwelling Open Space area on the subject Lot and adjacent Lot shall have 10 square metres of Open Space unshaded between 11 a.m. and 3 p.m. at the Equinox.

#### DWELLING OPEN SPACE

4.3 The intention is to create usable ground level Dwelling Open Space areas located well in relation to the main internal areas of the Dwelling, the orientation of the Lot in relation to sunlight, wind and views, and capable of providing a significant and attractive landscape element for the Lot, adjoining Lots and the Thoroughfarescape and Canalscape generally.

4.3.1 A minimum of one Dwelling Open Space area at ground level shall be provided capable of containing a rectangle 3.5 metres by 5 metres.

## **PRIVACY**

4.4 The intention is to ensure a reasonable level of privacy to the major internal and external living areas of Dwellings whilst locating windows and Dwelling Open Space areas to ensure high levels of natural internal illumination and passive energy control.

4.4.1 Windows at first floor level and above shall be designed and located and fitted with internal or external horizontal or vertical screening devices to ensure privacy to a significant portion of the rear yard area of the adjacent residential properties, and shall where possible not be located to orient directly towards the common boundary with adjoining Lots.

4.4.2 Dwelling Open Space areas above natural ground level shall be screened by vertical or horizontal elements to avoid overlooking directly across common boundaries to the existing or potential external or internal major living areas of adjoining Lots.

## **VEHICULAR PROVISIONS**

4.5 The intention is to provide adequate car parking areas for residents and their visitors without adverse impact on Thoroughfarescape character.

### **4.5.1 PARKING PROVISION ON LOT:**

A minimum of one car parking space shall be provided per Lot within Precincts E1, E2, and E4.

A minimum of 1 car parking space per 3 units shall be provided within Precinct E3.

Crossover width at the Thoroughfare kerb line shall not exceed 3.0 metres. The driveway may angle to the Lot Thoroughfare alignment from this crossover.

### **4.5.2 PARKING PROVISION ON STREET**

Visitor parking is to be provided on-Thoroughfare.

### **4.5.3 LOADING BAYS**

Defined loading bay areas shall not be provided except as part of the on-street vehicular movement and parking area.

## **DEVELOPMENT CHARACTER**

4.6 The intention is to produce visually attractive and coherent Thoroughfarescapes where individual Buildings enhance the character of the Thoroughfarescape. The intention is not to stifle design or construction creativity or innovation, but to avoid elements or forms which are consistent with the design ethos or intent of the high quality proposed development character.

### **4.6.1 BUILDING FORM**

Facade Height:

Single storey elements contiguous with Lot boundaries shall be approximately 3 metres above specified ground level, and two storey elements contiguous with Lot boundaries shall be approximately 6 metres above specified ground level, to result in harmonious height relationships between abutting Building elements on adjoining Lots.

Facade Form:

Proportions, texture, collaging of materials and three dimensional patterning shall be prime considerations in facade design to provide interesting and stimulating Thoroughfarescape detail.

Fenestration:

The size proportions, and location of door and window elements shall be carefully considered to produce interesting solid/void relationships.

Roof Form:

The visibility of roof elements to the Thoroughfare is encouraged. Roof slope should generally not exceed 30 degrees to the horizontal.

Similar roof angles on adjoining Dwellings is encouraged.

### **4.6.2 MATERIALS**

Appropriate external wall and fencing materials include:

- rendered, painted or natural clay bricks
- rendered, painted or natural concrete blocks
- sealed or painted timber
- rendered or painted fibre cement sheet

baked or powder coated paint finished metal sheet

glass

Appropriate external roof materials include:

Concrete and terra-cotta tiles

slate

baked or powder coated paint finished ribbed or corrugated metal sheet

glass

#### 4.6.3 COLOURS

Restraint should be exercised in the selection of colours for large surface areas, and consideration shall be given to the colours utilised on nearby Lots to produce harmonious relationships. Stronger colours should only be used for accent elements, detail or trim items.

#### 4.6.4 FENCING

Fence height shall not exceed 1 metre above natural ground line within the Thoroughfare alignment setback of a Lot.

Fencing shall be an integral design and construction element of the Dwelling, utilising similar materials, finishes and colours.

Reduced fencing height may be required to facilitate traffic sight lines on corner Lots. Each Lot will be assessed on its merits.

#### 4.6.5 LANDSCAPING

Building elements shall be framed by attractive landscape elements.

Landscaping shall be designed and species selected to contribute positively to the high landscape quality proposed for the Thoroughfarescapes.

Landscaping shall be designed and selected with consideration to the privacy, overshadowing, view limitation and visual impact on adjoining properties.

#### 4.6.6 STORAGE/ANCILLARY BUILDINGS

Non-enclosed external storage areas on Lot, including rubbish storage, shall be screened from view from the Thoroughfare.

Internal storage areas or ancillary Buildings, including carports and garages, shall be constructed as an integral component of the Dwelling design, utilising similar materials and visual treatments.

Garage doors shall not be metal roller shutter doors.

Non-habitable outbuildings shall not exceed one storey, or 3 metres, in height.

#### 4.6.7 SERVICES

All plumbing (except for necessary vents), electrical and telecommunications services shall be concealed underground or within the Dwelling structure.

All plant, including evaporative cooling, air conditioning or heating units shall not be visible from adjoining Lots, the Thoroughfare or the Canal or other Open space areas. They shall be screened at ground level, or concealed within louvre faced voids integrated within the design of the Dwelling. Noise levels from such equipment shall not exceed such db levels as the Architectural Committee may determine.

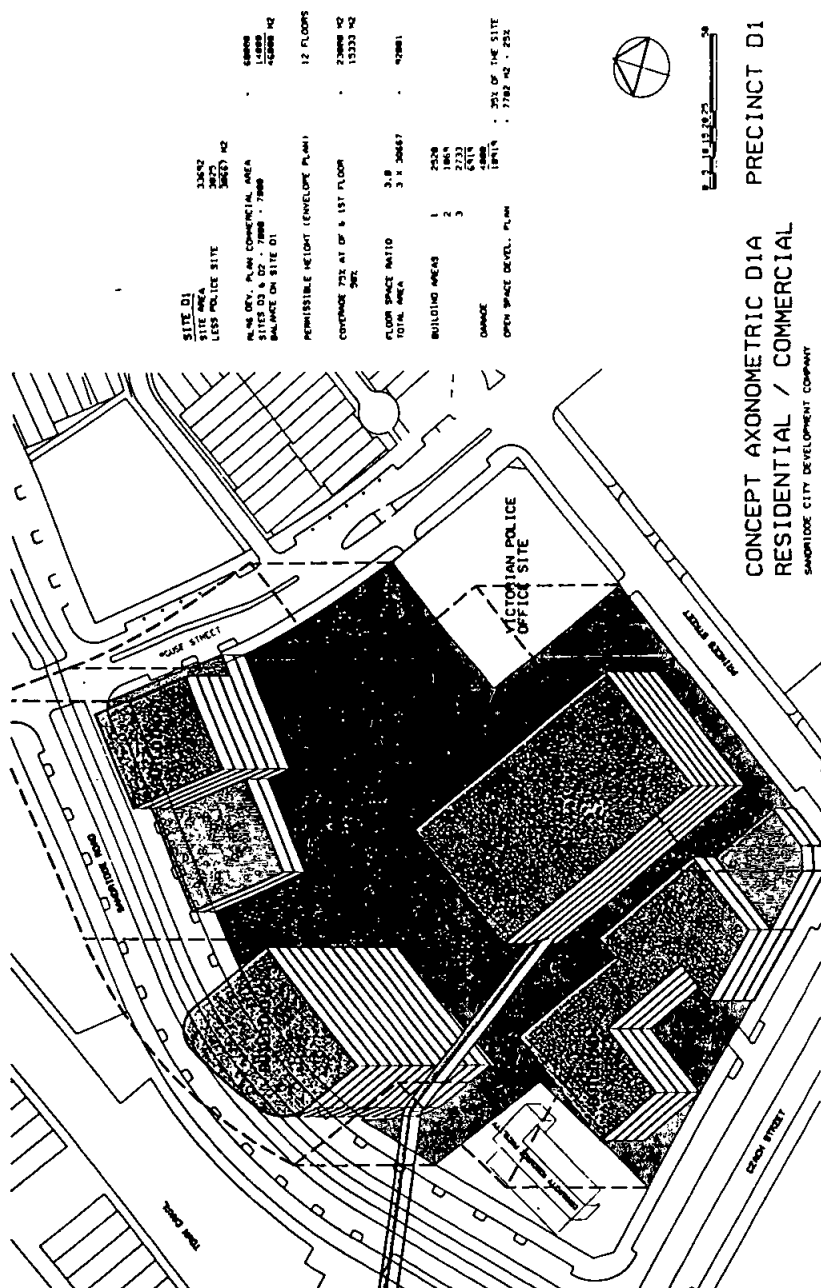
Solar collectors shall be sealed panel types, and integrated with the three dimensional modelling of the Building.

A screened external enclosure for clothes drying shall be provided at ground level within the Lot.

Incinerators are not permitted.

All strong sources of external lighting within a Lot shall be baffled or screened to avoid spill into adjacent Lots.





**SITE D2**  
**AREA** 3180m<sup>2</sup>  
**DEVELOPMENT PLAN** 7000m<sup>2</sup>  
**PARKING RATIO** 3 Cars/100m<sup>2</sup>  
**PARKING AREA** 25m<sup>2</sup>/Car 5250  
 30m<sup>2</sup>/Car 6300  
**(1) TOTAL AREA** 7000 Commercial  
 5250  
 12250m<sup>2</sup> (3.7)  
**(11)** 7000  
 6300  
 13300m<sup>2</sup> (4)  
**PSR 3 (3.7)** (4)  
**TOTAL AREA** 75% GF 2440  
**COVERAGE** 1st 1640  
 2nd 1640  
 3rd 1280  
 7000  
**MAXIMUM NO. STOREYS** 2  
**VEHICULAR ACCESS OFF ROUSE STREET**

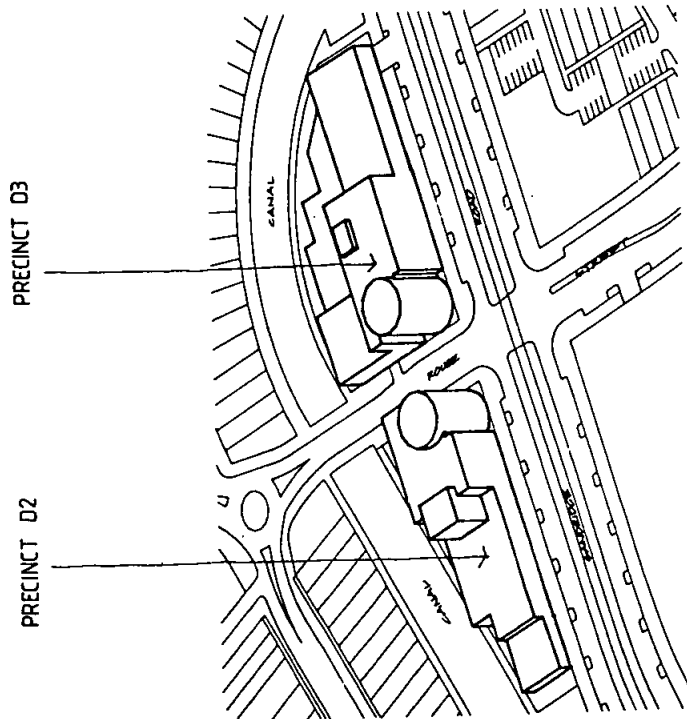
**SITE D1**  
**AREA** 4700m<sup>2</sup>  
**DEVELOPMENT PLAN** 7000m<sup>2</sup>  
**PARKING RATIO** 3 Cars/100m<sup>2</sup>  
**PARKING AREA** 25m<sup>2</sup>/Car 5250  
 30m<sup>2</sup>/Car 6300  
**(1) TOTAL AREA** 9000m<sup>2</sup> Commercial  
 5250m<sup>2</sup> Parking  
 12250  
**(11)** 7000  
 6300  
 13300

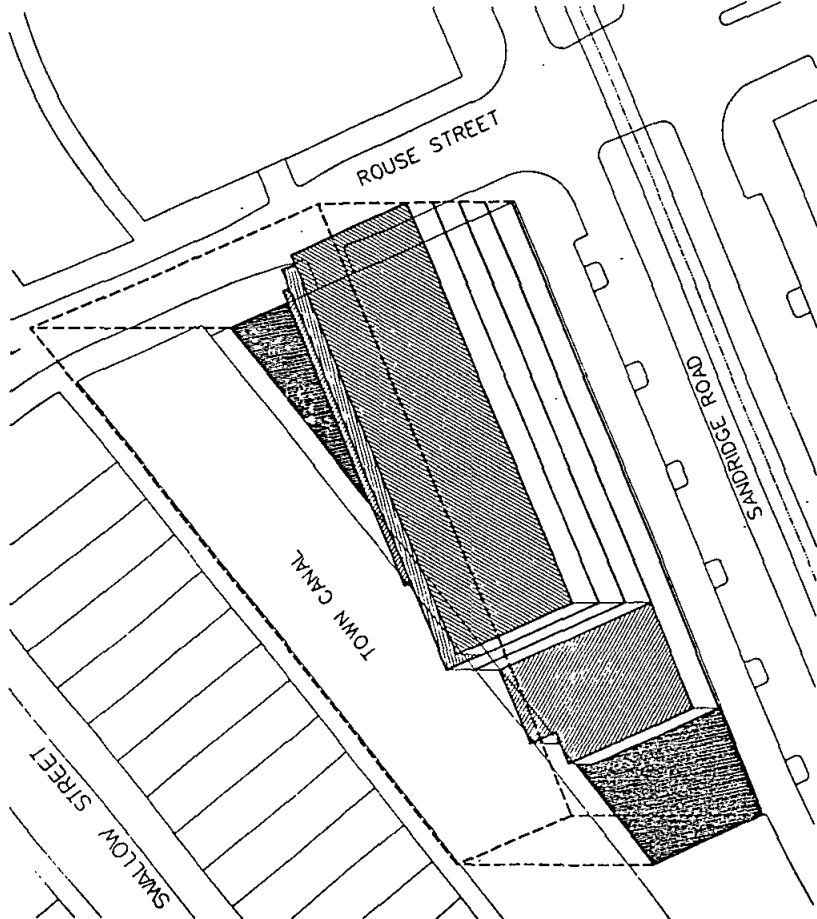
**PSR 3**  
**TOTAL AREA PERMISSIBLE** 14100  
**TOTAL AREA REQUIRED** 12250  
**DIFFERENCE** 1850  
**COVERAGE** 75% 3525  
 3250  
**UPPERS 50% (1)** 2350  
 2350  
**(11)** 0  
 1680  
**MAXIMUM NO. STOREYS** 6  
**VEHICULAR ACCESS OFF ROUSE STREET ONLY**



**PRECINCTS D2 & D3**  
 SEPTEMBER 1989

**RESIDENTIAL / COMMERCIAL**  
 MANDELA CITY DEVELOPMENT COMPANY

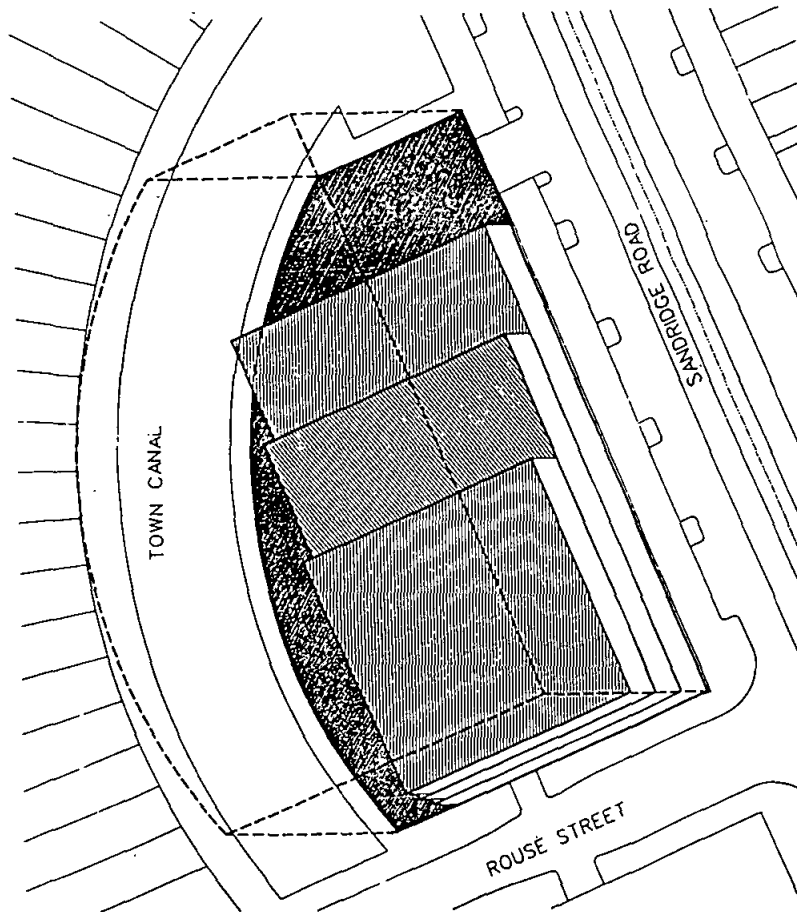




SITE D2	1280m <sup>2</sup>
DEVELOPMENT PLAN	7000m <sup>2</sup>
PARKING RATIO	3 Cars/100m <sup>2</sup>
PARKING AREA	25m <sup>2</sup> /Car 5250
	30m <sup>2</sup> /Car 6300
(1) TOTAL AREA	7000 Commercial
	12750m <sup>2</sup> (1.7)
(11)	7000
	6200
	13300m <sup>2</sup> (4)
FSR 3 (1.7)	(4)
TOTAL AREA	75% CF 2440
COVERAGE	15% 1840
	2nd 1640
	3rd 1200
	7000
MAXIMUM NO. STOREYS	7
VEHICULAR ACCESS OFF ROUSE STREET	

CONCEPT AXONOMETRIC D2A  
PRECINCT D2  
RESIDENTIAL / COMMERCIAL





<b>SITE D3</b>	
AREA	4700m <sup>2</sup>
DEVELOPMENT PLAN	7000m <sup>2</sup>
PARKING RATIO	3 Cars/100m <sup>2</sup>
710 CARS	25m <sup>2</sup> /Car 5250
PARKING AREA	10m <sup>2</sup> /Car 4300
(1) TOTAL AREA	9000m <sup>2</sup> COMMERCIAL PARKING (11)
	12250
FSR 3	
TOTAL AREA PERMISSIBLE	14100
TOTAL AREA REQUIRED	12250
DIFFERENCE	1850
COVERAGE	75%
GF	3225
UPPERS	(11) 2350
	(11) 0
	1650
MAXIMUM NO. STOREYS	4
VEHICULAR ACCESS OFF ROUSE STREET ONLY	

CONCEPT AXONOMETRIC D3A  
PRECINCT D3  
RESIDENTIAL / COMMERCIAL



## **5. COMMERCIAL**

### **PRECINCTS: D1, D2, D3**

Refer to Precinct Plan

Refer to Concept Axonometrics D1A, D1B, D2, D3.

If part of any of Precincts D1, D2 or D3 are used for residential purposes then the Development Control By-laws applicable to such parts shall be not less than those set out herein for Precinct A1.

The Concept Axonometrics indicate an appropriate solution to the location and grouping of Buildings within the Precinct. Aspects such as maximum Building height and maximum floor area must be complied with in addition to other requirements of the Development Plan. Other elements are design objectives for development. The Axonometric will be used as a reference for the assessment of alternative development proposals that may be prepared.

## **DEVELOPMENT DENSITY AND MASSING**

5.1 The intention is to permit adequate design flexibility yet ensuring that development does not unreasonably impact on the visual and environmental amenity of other development within the Lot or on adjoining Lots, or the character of the Thoroughfarescapes, bayscapes or Canalscapes.

### **5.1.1 FLOOR AREA OF USES**

Uses shall be provided and the floor area for each use shall be as specified in the Development Plan (as amended) as indicated on the Concept Axonometric. The floor area distribution between Precinct D1, D2, and D3 shall be indicated on the Concept Axonometric (as amended).

### **5.1.2 LOT COVERAGE**

Lot coverage at ground floor level and first floor level including all roofed areas shall not exceed 75 percent of the Lot area.

Lot coverage above first floor level including all roofed areas, shall not exceed 50 percent of the Lot area.

### **5.1.3 FLOOR SPACE RATIO**

Uses shall be provided and the floor area for each use shall be as specified in the Development Plan (as amended) as indicated on the Concept Axonometric. The floor area distribution between Precinct D1, D2, and D3 shall be indicated on the Concept Axonometric (as amended).

The total floor area of all enclosed Buildings including car parking areas shall not exceed a Floor Space Ratio of 3.0.

### **5.1.4 EDGE CONDITIONS**

Development shall be setback from the edges of the Lot or from Thoroughfare or other areas as indicated on the Concept Axonometric.

### **5.1.5 SPACES BETWEEN BUILDINGS**

Buildings shall be spaced to permit views, to allow sunlight penetration, and to minimise wind effects as indicated on the Concept Axonometric.

### **5.1.6 BUILDING HEIGHT**

Buildings shall not exceed the heights as indicated on the Concept Axonometric for the various portions of the Precinct.

Buildings within Precinct D1 shall not exceed 52 metres AHD in height, or 12 storeys.

Buildings within Precinct D2 shall not exceed 33 metres AHD in height, or 7 storeys.

Buildings within Precinct D3 shall not exceed 29 metres AHD in height, or 6 storeys.

### **5.1.7 VISUAL IMPACT**

Buildings shall be located as indicated on the Concept Axonometric to produce an attractive and co-ordinated visual statement, and to minimise adverse visual impact on the Thoroughfarescapes, bayscapes or Canalscapes of the Lot, adjoining Lots or adjoining areas, and in particular the residential Lots on the opposite edge of the Canal.

**5.1.8 VIEWS**

Buildings shall be located as indicated on the Concept Axonometric to enhance views to the City, the Bay, the Lot areas and the surrounding areas generally.

**5.1.9 REVISIONS**

Alternative Building envelope proposals shall be considered by the Primary Body Corporate and shall be authorized if the amenity, image and design quality of the proposal is, by their consideration, at least equal to the Building envelope proposal as included in the Concept Axonometric.

**5.1.10 PROJECTIONS**

Architectural elements, for example small balconies, window hoods, pedestrian links and other climate control devices may project beyond the specified setbacks or across a Thoroughfare alignment at the discretion of the Architectural Committee.

**MICROCLIMATE**

5.2 The intention is through the careful placement of Building bulk to minimise the overshadowing of Open space and Dwelling Open Space areas, to maximise sunlight penetration to windows, and to minimise adverse wind effects on Open space and Dwelling Open Space areas throughout the year.

**5.2.1 OVERSHADOWING**

Buildings shall be located to ensure at minimum 80 percent of all water edge areas are unshaded between 12 noon and 1pm at the Equinox.

Buildings shall be located to ensure a minimum 80 percent of the ground level area of Open space areas shall be unshaded between 11am and 2pm at the Equinox.

**5.2.2 WIND**

Continuity of Building elements at low level adjacent to the Water Basin and Canal shall be maximised to provide wind protection.

Taller Building elements should be of such dimensions, be spaced and angled as indicated on the Concept Axonometric to avoid unacceptable wind turbulence in the lee areas.

Building corners, entrances and balconies shall be carefully designed to avoid wind turbulence.

Canopies, landscaping and other devices shall be utilised particularly at the lower levels of Buildings to minimise wind turbulence.

**OPEN SPACE**

5.3 The intention is to create usable ground level and upper level Open Space areas located well in relation to the potential public or private access locations, orientation in relation to sunlight, wind and views, and capable of providing a significant and attractive landscape element.

**PRIVACY**

5.4 The intention is to ensure a reasonable level of privacy to the internal and external living areas of Dwelling units whilst locating windows and Open space areas to ensure high levels of natural internal illumination and passive energy control.

5.4.1 Windows and Open Space areas shall be located to maximise privacy to adjacent Dwelling Open Space and internal areas.

5.4.2 Horizontal or vertical architectural screening elements shall be incorporated wherever possible to maximise privacy.

5.4.3 Action shall be taken to minimise overlooking from Buildings within this Precinct towards the Dwelling Open Space areas of the Dwelling Lots across the Canal.

**VEHICULAR PROVISIONS**

5.5 The intention is to provide adequate car parking areas for staff and visitors without adverse impact on Thoroughfarescape character, the appearance of the Buildings, or the functional amenity of the site.

**5.5.1 ACCESS LOCATIONS**

Access locations for Coaches, Taxis and private vehicles shall be provided in locations as indicated on the Concept Axonometric.

**5.5.2 PARKING PROVISIONS**

All car parking shall be provided within parking structures or on-Thoroughfare. Open ground level parking areas shall not be provided.

Parking shall be provided in locations as indicated on the Concept Axonometric and the Development Plan.

**5.5.3 PARKING PROVISION**

Parking spaces shall be provided in the ratios as included in the Development Plan.

**5.5.4 TRAFFIC REPORT**

A traffic management statement shall be prepared by a qualified consultant to the satisfaction of the Primary Body Corporate.

**5.5.5 LOADING BAYS**

Loading bay areas shall not be provided in close proximity to pedestrian focal areas or open spaces, and shall be adequately screened to the satisfaction of the Architectural Committee.

**DEVELOPMENT CHARACTER**

5.6 The intention is to produce visually attractive appearance for the development, with coherent Thoroughfarescapes, bayscapes and Canalscapes where individual Buildings enhance the character of the Thoroughfarescape, bayscape and Canalscape. The intention is not to stifle design or construction creativity or innovation, but to avoid Buildings, elements or forms which are inconsistent with the design ethos or intent of the high quality proposed development character.

**5.6.1 LOCATION OF USES**

**PRECINCT D1:**

Uses are to be broadly located as indicated on the Concept Axonometric. In general the commercial uses shall be located to the western portion of the Precinct with potential residential uses to the eastern portion of the Precinct.

**PRECINCTS D2, D3:**

Uses are to be broadly located as indicated in the Concept Axonometric.

**5.6.2 ACTIVITY LINKS**

Key pedestrian access routes shall include public oriented activities along their alignments

Extensive activity linkages shall be provided throughout this Precinct integrating all uses within the Precinct and with the adjacent Town Centre Precinct.

A pedestrian bridge shall be provided to connect Precinct D1 with the Town Centre Precinct.

**5.6.3 WATER EDGE CHARACTER**

Pedestrian activity, commercial facilities and community facilities shall be oriented towards the water edges of the Lots.

Buildings and public face furniture elements shall be designed to create a "maritime" environment character.

**5.6.4 INTERFACE CONSIDERATIONS**

Access locations, potential overlooking and overshadowing, and elevational treatment shall be carefully considered to ensure no detrimental impact to the adjoining residential areas to the west, north and east.

**5.6.5 BUILDING FORM**

Buildings shall step down in height with increasing distance from Sandridge Road.

**5.6.6 FACADE DETAIL**

Facade volumes may be bold, but facades shall be attractively and interestingly detailed to respond to the human scale and to respond to the climatic situation.

Internal and external window coverings and treatments shall be sympathetic to the external appearance of the Building and shall be co-ordinated within Building elevations.

#### 5.6.7 MATERIALS

Materials shall reflect the maritime character of the Precinct and be durable given the demanding locational considerations.

Appropriate external wall, screen and fencing materials include:

- rendered or painted concrete panels
- rendered, painted or natural clay bricks
- rendered, painted or natural concrete blocks
- sealed or painted timber
- rendered or painted fibre cement sheet
- baked or powder coated paint finished metal sheet
- glass

Appropriate external roof materials include:

- Concrete and terra-cotta tiles
- slate
- baked or powder coated paint finished ribbed or corrugated metal sheet
- glass
- ceramic tiles

#### 5.6.8 COLOURS

Colours should be selected to reflect the recreational and maritime character of the Precinct.

Restraint should be exercised in the selection of colours for large surface areas, and consideration shall be given to the colours utilised on nearby Buildings to produce harmonious relationships. Stronger colours should only be used for accent elements, detail or trim items.

#### 5.6.9 ANCILLARY BUILDINGS/SCREENS/FENCES

External storage areas, including rubbish storage, shall be screened from view from the Thoroughfare or Canal or other portions of the Lot by a screen a minimum of 2 metres in height, and located within the envelopes as specified.

Internal storage areas or ancillary Buildings, screens and fences shall be constructed as an integral component of the Building design, utilising similar materials, finishes, colours and visual treatments.

Car parking area access doors shall not be metal roller shutter doors. They shall be designed and constructed in materials to integrate with the Building design.

#### 5.6.10 LANDSCAPING

Building elements shall be framed by attractive landscape elements.

Landscaping shall be designed and species selected to contribute positively to the high landscape quality proposed for the development.

Landscaping shall be designed and selected with consideration to the privacy, overshadowing, view limitation and visual impact and wind control.

#### 5.6.11 SERVICES

All plumbing (except for necessary vents), electrical and telecommunications services shall be concealed underground or within the Building structure.

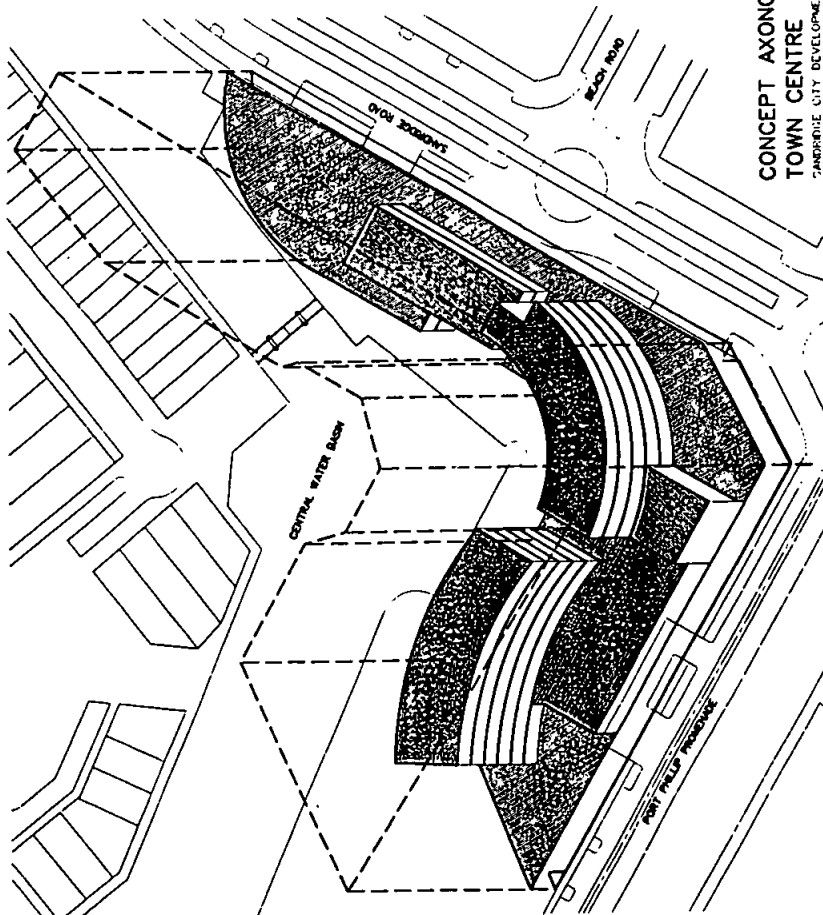
All plant, including evaporative cooling, air conditioning or heating units shall not be visible from adjoining Lots, the Thoroughfare the Canal or other Open space areas. They shall be screened at ground level, or concealed within the design of the Building. Noise levels from such equipment shall not exceed such db levels as the Architectural Committee may determine.

Solar collectors shall be sealed panel types, and integrated with the three dimensional modelling of the Building.

Incinerators are not permitted.

All strong sources of external lighting within a Lot shall be baffled or screened to avoid spill into adjacent Lots.

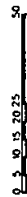




1.1.1 FLOOR AREA OF USES  
USES SHALL BE PROVIDED AND THE FLOOR AREA FOR EACH USE SHALL NOT BE LESS THAN THE MINIMUM OR GREATER THAN THE MAXIMUM FLOOR AREA AS SPECIFIED IN THE FOLLOWING TABLES

TABLE 1 (LAND PORTION)

RETAIL:	MAXIMUM OF 10000 SQ M, WITH 4000 SQ M ON STATION PER
AQUARIUM:	MAXIMUM OF 8000 SQ M.
CHEMICAL PLACE OF ASSEMBLY:	MAXIMUM OF 400 PERSONS MINIMUM OF 280 UNITS/ROOMS, MAXIMUM OF 350 UNITS/ROOMS
HOTEL:	



CONCEPT AXONOMETRIC TC1  
TOWN CENTRE  
PRECINCT TC  
28.01.90  
TAMERDIE CITY DEVELOPMENT COMPANY

**6. TOWN CENTRE****PRECINCT TC**

Refer to Precinct Plan

Refer to Concept Axonometrics TC1, TC2

If part of any of Precinct TC is used for residential purposes then the Development Control By-laws applicable to such parts shall be not less than those set out herein for Precinct A1.

The Concept Axonometrics indicate an appropriate solution to the location and grouping of Buildings within the Precinct. Aspects such as maximum Building height and maximum floor area must be complied with in addition to other requirements of the Development Plan. Other elements are design objectives for development. The Axonometric will be used as a reference for the assessment of alternative development proposals that may be prepared.

**DEVELOPMENT DENSITY AND MASSING**

6.1 The intention is to permit adequate design flexibility yet ensuring that development does not unreasonably impact on the visual and environmental amenity of other development within the Lot or on adjoining Lots, or the character of the Thoroughfarescapes, bayscapes or Canalscapes.

**6.1.1 FLOOR AREA OF USES**

Uses shall be provided and the floor area for each use shall not be less than the minimum of greater than the maximum floor area as specified in the Development Plan (as amended) and as indicated on the Concept Axonometric.

**6.1.2 LOT COVERAGE**

Lot coverage, including all roofed areas, shall be determined following the provision of Publicly accessible Open space areas as required by the Development Plan.

**6.1.3 FLOOR SPACE RATIO**

The total floor area of all enclosed Buildings including car parking areas shall not exceed the area as specified in the Development Plan (as amended).

**6.1.4 EDGE CONDITIONS**

Development shall be setback from the edges of the Lot or from Thoroughfare or other areas as indicated on the relevant Concept Axonometric.

On the southern side of the Precinct on Port Phillip Promenade, the Building may overhang to the southern side of the median strip to a maximum height of 20 AHD. Building may project over Sandridge Avenue to the line of the western kerb to a maximum height of 20 AHD.

Building above 20 AHD may overhang to a maximum of 40 percent of the horizontal extent of the permissible overhang area below 20 AHD.

Minimum vertical clearance beneath such elements shall be 5.3 metres. Structural support shall not impede traffic sight lines.

A 10 metre setback shall be provided to a height of AHD 12 from the western alignment of the Lot to facilitate the view axis between Sandridge Road and Princes Pier.

**6.1.5 SPACES BETWEEN BUILDINGS**

Buildings shall be spaced to permit views, to allow sunlight penetration, and to minimise wind effects as indicated on the Concept Axonometric.

**6.1.6 BUILDING HEIGHT**

Buildings shall not exceed the heights as indicated on the Concept Axonometric for the various portions of each development parcel.

Maximum Building height north of Port Phillip Promenade shall not exceed 70 metres AHD, or 15 storeys.

Maximum Building height on Station Pier shall not exceed 17 metres AHD or 4 storeys, or 95 metres AHD in accordance with the Planning Scheme, and as indicated on the Concept Axonometric.

**6.1.7 VISUAL IMPACT**

Buildings shall be located as indicated on the Concept Axonometric to produce an attractive and co-ordinated visual statement, and to minimise adverse visual impact on the Thoroughfarescapes, bayscapes or Canalscapes of the Lot, adjoining Lots or adjoining areas.

**6.1.8 VIEWS**

Buildings shall be located as indicated on the Concept Axonometric to enhance views to the City, the Bay, the Lot areas and the surrounding areas generally.

**6.1.9 REVISIONS**

Alternative Building envelope proposals shall be considered by the Primary Body Corporate and shall be authorized if the amenity, image and design quality of the proposal is, by their consideration, at least equal to the Building envelope proposal as included in the Concept Axonometric.

**MICROCLIMATE**

6.2 The intention is through the careful placement of Building bulk to minimise the overshadowing of Open space and Dwelling Open Space areas, to maximise sunlight penetration to windows, and to minimise adverse wind effects on Open space and Dwelling Open Space areas throughout the year.

**6.2.1 OVERSHADOWING**

Buildings shall be located to ensure at minimum 80 percent of all water edge areas are unshaded between 12 noon and 1pm at the Equinox.

Buildings shall be located to ensure a minimum 80 percent of the ground level area of Open space areas shall be unshaded between 11 am and 2pm at the Equinox.

**6.2.2 WIND**

Continuity of Building elements at low level adjacent to the Water Basin and Canal shall be maximised to provide wind protection.

Taller Building elements should be of such dimensions, be spaced and angled as indicated on the Concept Axonometric to avoid unacceptable wind turbulence in the lee areas.

Building corners, entrances and balconies shall be carefully designed to avoid wind turbulence.

Canopies, landscaping and other devices shall be utilised particularly at the lower levels of Buildings to minimise wind turbulence.

**OPEN SPACE**

6.3 The intention is to create usable ground level and upper level Open Space areas located well in relation to the potential public or private access locations, orientation in relation to sunlight, wind and views, and capable of providing a significant and attractive landscape element.

**PRIVACY**

6.4 The intention is to ensure a reasonable level of privacy to the internal and external living areas of the Hotel whilst locating windows and Open space areas to ensure high levels of natural internal illumination and passive energy control.

6.4.1 Windows and Open Space areas shall be located to maximise privacy to adjacent Dwelling Open Space and internal areas.

6.4.2 Horizontal or vertical architectural screening elements shall be incorporated wherever possible to maximise privacy.

6.4.3 Action shall be taken to minimise overlooking from Buildings within this Precinct towards the Dwelling Open Space areas of the Dwelling Lots across the Water Basin and Canal.

**VEHICULAR PROVISIONS**

6.5 The intention is to provide adequate car parking areas for staff and visitors without adverse impact on Thoroughfare character, the appearance of the Buildings, or the functional amenity of the site.

**6.5.1 ACCESS LOCATIONS**

Access locations for Coaches, Taxis and private vehicles shall be provided in locations as indicated on the Concept Axonometric.

Light rail access shall be provided into the Precinct, and a terminus shall be provided located as indicated on the Concept Axonometric and the Development Plan.

**6.5.2 PARKING PROVISIONS**

All car parking shall be provided within parking structures or on-Thoroughfare. Open ground level parking areas shall not be provided.

Parking shall be provided in locations as indicated on the Concept Axonometric.

**6.5.3 PARKING PROVISION**

Parking spaces shall be provided in the ratios as included in the Development Plan (as amended).

**6.5.4 TRAFFIC REPORT**

A traffic management statement shall be prepared by a qualified consultant to the satisfaction of the Primary Body Corporate.

**6.5.5 LOADING BAYS**

Loading bay areas shall not be provided in close proximity to pedestrian focal areas or open spaces, and shall be adequately screened to the satisfaction of the Architectural Committee.

**DEVELOPMENT CHARACTER**

6.6 The intention is to produce visually attractive appearance for the development, with coherent Thoroughfarescapes, bayscapes and Canalscapes where individual Buildings enhance the character of the Thoroughfarescape, bayscape or Canalscape. The intention is not to stifle design or construction creativity or innovation, but to avoid Buildings, elements or forms which are inconsistent with the design ethos or intent of the high quality proposed development character.

In addition the development must be interesting and active at the key pedestrian and vehicular access levels.

**6.6.1 LOCATION OF USES**

Uses are to be broadly located as indicated on the Concept Axonometric.

**6.6.2 ACTIVITY LINKS**

Key pedestrian access routes shall include public oriented activities along their alignments.

Extensive activity linkages shall be provided throughout this Precinct integrating all uses within the Precinct and with adjacent Precincts to strengthen the Town Centre role of the Precinct.

Pedestrian links to activities on Station Pier shall be provided at ground level and at first floor level, with the first floor level connection extending at minimum to the upper level terrace at the northern extremity of the inner berth.

**6.6.3 WATER EDGE CHARACTER**

Pedestrian activity, commercial facilities and community facilities shall be oriented towards the water edges of the Lots.

Buildings and public face furniture elements shall be designed to create a "maritime" environment character.

**6.6.4 INTERFACE CONSIDERATIONS**

Access locations, potential overlooking and overshadowing, and elevational treatment shall be carefully considered to ensure no detrimental impact to the adjoining residential areas to the west, north and east.

**6.6.5 BUILDING FORM**

Buildings shall step down in height with increasing distance from Sandridge Road.

**6.6.6 FACADE DETAIL**

Facade volumes may be bold, but facades shall be attractively and interestingly detailed to respond to the human scale and to respond to the climatic situation.

Internal and external window coverings and treatments shall be sympathetic to the external appearance of the Building and shall be co-ordinated within Building elevations.

**6.6.7 MATERIALS**

Materials shall reflect the maritime character of the Precinct and be durable given the demanding locational considerations.

Appropriate external wall, screen and fencing materials include:

- rendered or painted concrete panels
- rendered, painted or natural clay bricks
- rendered, painted or natural concrete blocks
- sealed or painted timber
- rendered or painted fibre cement sheet
- baked or powder coated paint finished metal sheet
- glass

Appropriate external roof materials include:

- Concrete and terra-cotta tiles
- slate

baked or powder coated paint finished ribbed or corrugated metal sheet

glass

ceramic tiles

#### 6.6.8 COLOURS

Colours should be selected to reflect the recreational and maritime character of the Precinct.

Restraint should be exercised in the selection of colours for large surface areas, and consideration shall be given to the colours utilised on nearby Buildings to produce harmonious relationships. Stronger colours should only be used for accent elements, detail or trim items.

#### 6.6.9 ANCILLARY BUILDINGS/SCREENS/FENCES

External storage areas, including rubbish storage, shall be screened from view from the Thoroughfare or Canal or other portions of the Lot by a screen a minimum of 2 metres in height, and located within the envelopes as specified.

Internal storage areas or ancillary Buildings, screens and fences shall be constructed as an integral component of the Building design, utilising similar materials, finishes, colours and visual treatments.

Car parking area access doors shall not be metal roller shutter doors. They shall be designed and constructed in materials to integrate with the Building design.

#### 6.6.10 LANDSCAPING

Building elements shall be framed by attractive landscape elements.

Landscaping shall be designed and species selected to contribute positively to the high landscape quality proposed for the development.

Landscaping shall be designed and selected with consideration to the privacy, overshadowing, view limitation and visual impact and wind control.

#### 6.6.11 SERVICES

All plumbing (except for necessary vents), electrical and telecommunications services shall be concealed underground or within the Building structure.

All plant, including evaporative cooling, air conditioning or heating units shall not be visible from adjoining Lots, the Thoroughfare the Canal or other Open space areas. They shall be screened at ground level, or concealed within the design of the Building. Noise levels from such equipment shall not exceed such db levels as the Architectural Committee may determine.

Solar collectors shall be sealed panel types, and integrated with the three dimensional modelling of the Building.

Incinerators are not permitted.

All strong sources of external lighting within a Lot shall be baffled or screened to avoid spill into adjacent Lots.

### CHAPTER 5—RESIDENTIAL PRECINCT ACTIVITIES BY-LAWS

These By-laws are arranged as follows:

#### PART 1—APPLICATION

#### PART 2—TREE PRESERVATION

- 2.1 Application by By-laws
- 2.2 Prohibition against Destruction etc.
- 2.3 Exemption from Compliance
- 2.4 Obtaining of Certificate
- 2.5 Consent of Registered Proprietor
- 2.6 Penalty

#### PART 3—REPAIR AND MAINTENANCE

- 3.1 Obligations
- 3.2 Restrictions

#### PART 4—USE RESTRICTIONS

- 4.1 Prohibition of Commercial Use

- 4.2 Signs
- 4.3 Nuisance
- 4.4 Vehicles
- 4.5 Animals
- 4.6 Responsibility for Invitees
- 4.7 Mining
- 4.8 Unsightly Items
- 4.9 Antennae
- 4.10 Security Systems
- 4.11 Window Covers
- 4.12 Temporary Building
- 4.13 Penalty

#### PART 5—RULES

##### PART 1—APPLICATION

The By-laws in this Chapter are binding upon all Members Owners and Occupiers and Secondary Bodies Corporate and insofar as they prohibit certain acts, any other person in actual occupation (whether permanently or temporarily) of any Building or other Improvements or Lot or other development within any Residential Precinct or using or enjoying any Common Property within any Residential Precinct as if the person were a Member of the Primary Body Corporate or the relevant Secondary Body Corporate for such Precinct.

##### PART 2—TREE PRESERVATION

**2.1 Application of By-laws**—These Tree Preservation by-laws apply to all of the Residential Precincts within the Bayside Land and any other parts of the Bayside land as may be determined by the Executive Committee from time to time (hereinafter called "the protected area").

**2.2 Prohibition Against Destruction etc.**—The ring-barking, cutting down, topping, lopping, removing, poisoning, injuring (including the administering of a chemical or other artificial substance to a tree or part of the same or the alteration of the ground level or water table within the branch spread of the tree or trees concerned, with the result that such a tree or part dies) or wilful destruction of any tree in the protected area is prohibited save and except if a certificate from the Executive Committee exempting compliance has been obtained.

**2.3 Exemption from Compliance**—The Executive Committee may grant a Certificate of exemption from compliance in the following circumstances:-

2.3.1 Where the tree or trees are to be relocated on the Site and where they are of a size and species which would provide a reasonable chance of survival;

2.3.2 Where the tree or trees are either dying, dead, diseased, potentially dangerous or the root system of the tree or trees is endangering the foundations of Buildings and/or sewer or water pipes or other underground devices;

2.3.3 Where the tree or trees are so located that they may threaten the operation of services in the area and the work is being carried out by a person or person authorised by the Executive Committee or relevant service agency;

2.3.4 Where the tree or trees are within the path of:-

2.3.4.1 a proposed Thoroughfare; or

2.3.4.2 proposed water supply sewerage and electricity works; or

2.3.4.3 proposed drainage works, or

2.3.4.4 any other works of a similar nature that have been approved by the Executive Committee for the benefit of residents or Occupiers in the area, or

2.3.4.5 where the tree or trees are within the bounds of a proposed Building or within three (3) metres of any existing or proposed Buildings or foundations, the application plans for which Buildings have been consented to by the Architectural Committee and approved by the Building Controller.

**2.4 Obtaining of Certificate**—Any person desiring to obtain the certificate of the Executive Committee on the basis that the circumstances set out in By-law 2.3 of this Chapter hereof apply to any tree, shall apply in writing to the Executive Committee truly setting out the following particulars:-

2.4.1 The reason for wishing to remove the tree or trees;

2.4.2 The real property description of the land upon which the tree or trees is or are situated;

2.4.3 The location (accompanied by a diagram) of the tree or trees alleged to be dying, dead, diseased, dangerous, potentially dangerous or whose root system is allegedly entering the foundations of Buildings and/or sewer or water pipes or other underground devices or which are referred to in By-laws 2.3.1 to 2.3.4 inclusive of this Chapter as the case may be.

2.5 **Consent of Registered Proprietor**—Where the application is made by any person, firm or company who or which is not the Owner of such land, the written consent of such Owner must accompany such application.

2.6 **Penalty**—

2.6.1 Any person who wilfully ring-barks, cuts down, tops, lops, removes, poisons, injures or destroys any tree to which By-law 2.1 of this Chapter applies or who procures or is knowingly concerned in the ring-barking, cutting down, topping, lopping, removal, poisoning, injuring or wilful destruction or any such tree shall be guilty of an offence under these By-laws.

2.6.2 A person shall not be guilty of an offence under these By-laws if the Executive Committee has certified (prior to any such activity) that one of the circumstances set forth in By-laws 2.3.4.1 to 2.3.4.5 of this Chapter applied to the said tree and the person has become liable to pay to the Primary Body Corporate such amount as the Executive Committee reasonably determines to be required to replace the tree with the equivalent tree elsewhere on the Site.

### PART 3—REPAIR AND MAINTENANCE

3.1 **Obligations**—Every Owner shall:-

3.1.1 Maintain in good condition and repair the exterior of his or her Dwelling including without limitation all fences walls windows gates sidewalls walkways and driveways located on the Lot.

3.1.2 Maintain in a clean condition the interior of his or her Dwelling and take all practicable steps to prevent infestation by vermin or insects.

3.1.3 Maintain in good condition and repair all yard landscaping irrigation facilities drainage facilities pools spas and foundations located on the Lot.

3.1.4 Have the duty and obligation to make any necessary arrangements for sufficient water required for the maintenance and irrigation of all yard landscaping, including without limitation, the duty and obligation to pay for such water.

3.2 **Restrictions**—No Owner shall:-

3.2.1 Erect any external blinds provided that the Architectural Committee may (in its discretion) permit non-compliance with this By-law upon written request; or

3.2.2 Obstruct any Throughfare provided for the carriage of vehicles so as to prevent the passage of any vehicles over any such Throughfare.

### PART 4—USE RESTRICTIONS

4.1 **Prohibition of Commercial Use**—No part of a Dwelling shall be caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or any nonresidential purposes. The provisions of this Part shall not preclude professional and administrative home occupations without external evidence thereof in accordance with the Planning Scheme and with the permission of the Executive Committee, for so long as such occupations are in conformity with all applicable governmental requirements and are merely incidental to the use of the Dwelling as a domestic residential home.

4.2 **Signs**—No external sign or billboard of any kind shall be displayed to the public view on any portion of the Lot except information signs as may be used by the Company or approved by the Company or its sales agents in connection with the development of the Sandridge Community and sale of the Dwellings. Such use shall not be for a period beyond the sale by the Company of all Dwellings within the Site, and an Owner may display in his or her Dwelling and/or on his or her Lot, a sign advertising its sale or lease by him or her so long as such sign shall comply with any customary and reasonable standards promulgated by the Architectural Committee as to the size, colour, shape or other qualification for permitted signs.

4.3 **Nuisance**—No noxious or offensive trade or activity shall be carried on upon any Lot in a Residential Precinct nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his or

her respective Lot or which shall in any way increase the rate of insurance. Without limiting the generality of the foregoing provisions no auction sales, loud noises or noxious odours, no exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Dwelling, shall be conducted, located, used or placed on any portion of the Site, or exposed to the view of other Owners without the prior written approval of the Executive Committee. The Executive Committee shall have the right to determine in accordance with these By-laws if any noise, odour, interference or activity producing such noise, odour or interference constitutes a nuisance. Nothing in this By-law shall prevent the Company from using any Dwelling, of which it is owner, as a display unit or display Dwelling.

#### 4.4 Vehicles—

4.4.1 No vehicle shall be parked stored or kept on a Lot other than wholly within a Car Parking Space designed therefor provided that a recreational vehicle (which shall include but not be limited to a camper unit, campervan, caravan, motorhome or boat) may be parked stored or kept on a Lot, but not on a Car Parking Space, if such vehicle is screened so as to be not visible from any other Lot or any Thoroughfare or any Canal or Water Basin within the Bayside land.

4.4.2 No vehicle of a commercial type (including but not limited to a dump truck, cement mixer truck, delivery truck, coach, bus, inoperable vehicle equipment whether mobile or otherwise) shall be parked stored or kept within any Residential Precinct other than for the purpose of carrying out commercial deliveries to a Lot in the Residential Precinct and only whilst carrying out such deliveries.

4.4.3 No vehicle of any type shall be permitted to park on any Secondary Thoroughfare other than the private vehicle of a visitor to an Owner or Occupier.

4.4.4 No Owner shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of any Lot except wholly within the Owner's garage, provided that such activity shall at no time be permitted if it is determined by the Executive Committee or its agent to be a nuisance. Garages shall be used for garage and ancillary storage purposes only and shall not be converted to other uses.

4.4.5 Each Owner of a Lot on which is constructed one or two Car Parking Spaces shall ensure that each Car Parking Space is maintained so as to be capable of accommodating one (1) or two (2) full sized automobiles respectively.

4.5 Animals—No insects, reptiles, animals, livestock or poultry of any kind shall be raised, bred or kept upon any Residential Precinct, except that cats, fish, birds or other common household pets may be kept on a Lot provided they are not kept, bred or maintained for any commercial purposes, or in numbers deemed unreasonable by the Executive Committee. One dog of a size able to be easily carried manually by one person shall be allowed on each Lot. Notwithstanding the foregoing, no animals may be kept on the Lots which in the opinion of the Primary Body Corporate or the Executive Committee, result in any annoyance or are obnoxious to Occupiers in the vicinity. Animals belonging to Owners, Occupiers or their licensees, tenants or invitees within the Site must be either kept within an enclosure or an enclosed yard provided by the owner of such animals or provided for the purpose or on a leash being held by a person capable of controlling the animals.

It shall be the duty and responsibility of each such Owner to clean up after such animals which have used any portion of any Common Property or any Thoroughfare or portion of another's Lot.

#### 4.6 Responsibility for Invitees -

An Owner of a Lot:

4.6.1 shall be responsible to ensure that his Occupiers and invitees comply with the provisions of all By-laws and Rules, and in the event of his inability for any reason to ensure such compliance by an invitee, he shall ensure that such invitee leaves the Site;

4.6.2 shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner of another Lot, or of any persons lawfully using any Common Property or Thoroughfare;

4.6.3 shall be liable to compensate the relevant Primary Body Corporate or Secondary Body Corporate and their Members or any other person, for all or any damage caused by such Owner, Occupiers, his tenants, his invitees, or his tenant's invitees; and

4.6.4 which is the subject of a lease or agreement for lease of other agreement, shall be responsible to ensure that any lessee or their invitees or other Occupiers or people using his Lot comply with the provisions of all By-laws and Rules.



**4.7 Mining**—Except in accordance with the Development Plan and with the written consent of the Executive Committee no drilling, excavation, refining, quarrying, or mining operations of any kind shall be conducted upon any Lot.

**4.8 Unsightly Items**—No rubbish, trash or garbage or other waste material shall accumulate on the any Lot or be kept or permitted upon the Lot except in containers located in appropriate areas screened and concealed from view and shall be maintained so that odours do not emanate from such containers so as to render the Lot, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its Occupiers.

There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor in the enclosed yards designed in such manner that they do not create a fire hazard.

No tree, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or garbage shall be kept, stored or allowed to accumulate on any portion of a Lot except within an enclosed structure or appropriately screened from view. Any fence or screen shall comply with any standards promulgated pursuant to the By-laws or Rules as to size, colour or other qualification for permitted fences or screens.

No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained upon the Site.

**4.9 Antennae**—No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any Dwelling unless and until the same has been approved in writing by the Architectural Committee, or unless the same be contained out of sight within a Building.

**4.10 Security System** Except for any security system installed by the Company, no security system of any sort shall be erected, placed or permitted to remain on any Lot, unless and until the same has been approved in writing by the Architectural Committee or the Executive Committee.

**4.11 Window Covers**—Internal curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminium foil or other reflective or similar material.

**4.12 Temporary Building**—Save for children's recreational facilities no outbuilding, tent, shack, shed or other temporary Building or Improvement of any kind shall be placed upon any portion of the Site either temporarily or permanently. No garage, trailer, camper, motor home, boat, vessel or recreational vehicle shall be used as a Dwelling on the Site, either temporarily or permanently.

**4.13 Penalty**—Any person who contravenes or fails to comply with any provision of these By-laws commits an offence against these By-laws and is liable as provided for in these By-laws and the Bayside Act.

#### PART 5—RULES

**5.1 The Executive Committee of the Primary Body Corporate may, in its absolute discretion, make Rules relating to:-**

- 5.1.1** any services to be provided by the Primary Body Corporate to the Site;
- 5.1.2** the use of any Common Property; and
- 5.1.3** any matters provided for in the Bayside Act or the By-laws;

with respect to any one or more Residential Precinct.

#### CHAPTER 6—COMMERCIAL PRECINCT ACTIVITIES BY-LAWS

These By-laws are arranged as follows:

##### PART 1 APPLICATION

##### PART 2 TREE PRESERVATION

##### PART 3 REPAIR AND MAINTENANCE

##### PART 4 RULES

#### PART 1—APPLICATION

The By-laws in this Chapter are binding upon all Member Owners Occupiers and Secondary Bodies Corporate and, insofar as they prohibit certain acts, any other person in actual occupation (whether permanently or temporarily) or any Building or other Improvements or Lot or other development within any Precinct (not being a Residential Precinct) forming any part of the Bayside land or using or enjoying any Common Property within any Precinct (not being a Residential Precinct) as if the person were a Member or the Primary Body Corporate or the relevant Secondary Body Corporate for such Precinct.

**PART 2—TREE PRESERVATION**

- 2.1 Application of By-laws
- 2.2 Prohibition against Destruction etc.
- 2.3 Exemption from Compliance
- 2.4 Obtaining of Certificate
- 2.5 Consent of Registered Proprietor
- 2.6 Penalty

**PART 3—REPAIR AND MAINTENANCE**

- 3.1 Obligations
- 3.2 Restrictions

**PART 4—USE RESTRICTIONS**

- 4.1 Prohibition of Residential Use
- 4.2 Signs
- 4.3 Nuisance
- 4.4 Vehicles
- 4.5 Animals
- 4.6 Responsibility for Invitees
- 4.7 Mining
- 4.8 Unsightly Items
- 4.9 Antennae
- 4.10 Security Systems
- 4.11 Window Covers
- 4.12 Temporary Building
- 4.13 Insurance Rates
- 4.14 Leasing
- 4.15 Penalty

**PART 5—RULES****PART 2—TREE PRESERVATION**

2.1 **Application of By-laws**—These Tree Preservation By-laws apply to all of the Precincts within the Bayside Land which are not Residential Precincts, except where otherwise determined by the Executive Committee (hereinafter called "the protected area").

2.2 **Prohibition Against Destruction etc.**—The ring-barking, cutting down, topping, lopping, removing, poisoning, injuring (including the administering of a chemical or other artificial substance to a tree or part of the same or the alteration of the ground level or water table within the branch spread of the tree or trees concerned, with the result that such a tree or part dies) or wilful destruction of any tree in the protected area is prohibited save and except if a Certificate of the Executive Committee exempting compliance has been obtained.

2.3 **Exemption from Compliance**—The Executive Committee may grant a certificate of exemption from compliance in the following circumstances:-

2.3.1 Where the tree or trees are to be relocated on the Site and where they are of a size and species which would provide a reasonable chance of survival;

2.3.2 Where the tree or trees are either dying, dead, diseased, potentially dangerous or the root system of the tree or trees is endangering the foundations of Buildings and/or sewer or water pipes or other underground devices;

2.3.3 Where the tree or trees are so located that they may threaten the operation of services in the area and the work is being carried out by a person or person authorised by the Primary Body Corporate or relevant service agency;

2.3.4 Where the tree or trees are within the path of:-

2.3.4.1 a proposed Thoroughfare; or

2.3.4.2 proposed water supply sewerage and electricity works; or

2.3.4.3 proposed drainage works, or

2.3.4.4 any other works of a similar nature that have been approved by the Executive Committee for the benefit of residents or Occupiers in the area, or

2.3.4.5 where the tree or trees are within the bounds of a proposed Building or within three (3) metres of any existing or proposed Buildings or foundations, the application plans for which Buildings have been consented to by the Architectural Committee and approved by the Building Controller.

2.4 **Obtaining of Certificate**—Any person desiring to obtain the certificate of the Executive Committee on the basis that the circumstances set out in By-law 2.3 of this Chapter hereof apply to any tree, shall apply in writing to the Executive Committee truly setting out the following particulars:-

2.4.1 The reason for wishing to remove the tree or trees;

2.4.2 The real property description of the land upon which the tree or trees is or are situated;

2.4.3 The location (accompanied by a diagram) of the tree or trees alleged to be dying, dead, diseased, dangerous, potentially dangerous or whose root system is allegedly entering the foundations of Buildings and/or sewer or water pipes or other underground devices or which are referred to in By-law 2.3.1 or 2.3.4 of this Chapter as the case may be.

2.5 **Consent of Registered Proprietor**—Where the application is made by any person, firm or company who or which is not the Registered proprietor of such land, the written consent of such Registered proprietor must accompany such application.

2.6 **Penalty**—

2.6.1 Any person who wilfully ring-barks, cuts down, tops, lops, removes, poisons, injures or destroys any tree to which By-law 2.1 hereof applies or who procures or is knowingly concerned in the ring-barking, cutting down, topping, lopping, removal, poisoning, injuring or wilful destruction or any such tree shall be guilty of an offence under these By-laws.

2.6.2 A person shall not be guilty of an offence under these By-laws if the Executive Committee has certified (prior to any such activity) that one of the circumstances set forth in By-laws 2.3.1 to 2.3.4 inclusive applied to the said tree and the person has become liable to pay to the Primary Body Corporate such amount as the Executive Committee reasonably determines to be required to replace the tree with an equivalent tree elsewhere on the Site.

### PART 3—REPAIR AND MAINTENANCE

3.1 **Obligations**—Every Owner shall:-

3.1.1 Maintain in good condition and repair the exterior of his Improvements including without limitation all fences walls windows gates sidewalls walkways and driveways located on the Lot;

3.1.2 Maintain in a clean condition the interior of his Improvements and take all practicable steps to prevent infestation by vermin or insects;

3.1.3 Maintain in good condition and repair all yard landscaping irrigation facilities drainage facilities pools spas and foundations located on the Lot; and

3.1.4 Have the duty and obligation to make any necessary arrangements for sufficient water required for the maintenance and irrigation of all yard landscaping, including without limitation, the duty and obligation to pay for such water.

3.2 **Restrictions**—No Owner shall:-

3.2.1 Erect any external blinds provided that the Architectural Committee may (in its discretion) permit non-compliance with this By-law upon written request; or

3.2.2 Obstruct any Thoroughfare provided for the carriage of vehicles so as to prevent the passage of any vehicles over any such Thoroughfare.

### PART 4—USE RESTRICTIONS

4.1 **Prohibition of Non-Permitted Use**—No part of a Lot to which this Chapter applies shall be caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or residential purposes other than in accordance with the Planning Scheme (including any planning permit issued thereunder).

4.2 **Signs**—No external sign or billboard of any kind shall be displayed to the public view on any portion of the Lot except information signs as may be used by the Company or approved by the Company or its sales agents in connection with the development of the Sandridge Community and sale of the Improvements. Such use shall not be for a period beyond the sale by the Company of all Improvements within the Site, and an Owner may

display in his Building, a sign advertising its sale or lease by him or her so long as such sign shall comply with any customary and reasonable standards promulgated by the Architectural Committee as to the size, colour, shape or other qualification for permitted signs.

**4.3 Nuisance**—No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Lot or which shall in any way increase the rate of insurance. Without limiting the generality of the foregoing provisions no auction sales, loud noises or noxious odours, no exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Building, shall be conducted, located, used or placed on any portion of the Site, or exposed to the view of other Owners without the prior written approval of the Executive Committee. The Executive Committee shall have the right to determine in accordance with these By-laws if any noise, odour, interference or activity producing such noise, odour or interference constitutes a nuisance. Nothing in this By-law shall prevent the Company from using any Building, or which it is a proprietor, as a display unit.

#### **4.4 Vehicles—**

**4.4.1** No vehicle shall be parked stored or kept on a Lot other than wholly within a Car Parking Space designed therefor under a Carpark Management Prescription.

**4.4.2** No vehicle of a commercial type (including but not limited to a dump truck, cement mixer truck, delivery truck, coach, bus, inoperable vehicle equipment whether mobile or otherwise) shall without the consent of the Executive Committee be parked stored or kept within any Lot other than for the purpose of carrying out commercial deliveries to a Lot in the Precinct and only whilst carrying out such deliveries.

**4.4.3** No vehicle of any type shall be permitted to park on any Secondary Thoroughfare.

**4.4.4** No Owner shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of any Lot except wholly within the Owner's garage, provided that such activity shall at no time be permitted if it is determined by the Executive Committee or its agent to be a nuisance. Garages and carparking shall be used for carparking and garage purposes only and shall not be converted to other uses.

**4.4.5** Each Owner shall ensure that the provisions of any Carpark Management Prescription affecting his Lot shall be complied with.

**4.4.6** Notwithstanding the foregoing, these restrictions shall not be interpreted in such a manner so as to permit any activity which would be contrary to any applicable by-laws of the Council of the City of Port Melbourne.

**4.5 Animals**—No insects, reptiles, animals, livestock or poultry of any kind, shall be raised, bred or kept upon the Site other than as may be permitted by the Planning Scheme.

Any Owner of a Lot shall be liable to each and all remaining Owners of another or the same Lot, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Site by an Owner or Occupier by members of his family, his tenants or his invitees.

It shall be the duty and responsibility of each such Owner to clean up after such animals which have used any portion of any Common Property or any portion of another's Lot.

#### **4.6 Responsibility for Invitees—**

An Owner of a Lot:

**4.6.1** shall be responsible to ensure that his Occupiers and invitees comply with the provisions of all By-laws and Rules, and in the event of his inability for any reason to ensure such compliance by an invitee, he shall ensure that such invitee leaves the Site.

**4.6.2** shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner of another Lot, or of any persons lawfully using any Common Property or Thoroughfare.

**4.6.3** shall be liable to compensate the Primary Body Corporate and any Secondary Body Corporate or any other person, for all or any damage caused by such Owner, Occupiers, his tenants, his invitees, or his tenant's invitees.

**4.6.4** which is the subject of a lease or agreement, shall be responsible to ensure that any lessee or their invitees comply with the provisions of all By-laws and Rules.

4.7 **Mining**—Except in accordance with the Development Plan and with the written consent of the Executive Committee no drilling, development operations, refining, quarrying, or mining operations of any kind shall be conducted upon any Lot.

4.8 **Unightly Items**—No rubbish, trash or garbage or other waste material shall accumulate on the Lot or be kept or permitted upon the Lot except in containers located in appropriate areas screened and concealed from view and shall be maintained so that odours do not emanate from such containers so as to render a Lot, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its Occupiers.

There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefore in the enclosed yards designed in such manner that they do not create a fire hazard.

No tree, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or garbage shall be kept, stored or allowed to accumulate on any portion of a Lot except within an enclosed structure or appropriately screened from view. Any fence or screen shall comply with any standards promulgated pursuant to the By-laws or Rules as to size, colour or other qualification for permitted fences or screens.

No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained upon the Site.

4.9 **Antennae**—No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any Building unless and until the same has been approved in writing by the Architectural Committee, or unless the same be contained out of sight within a Building.

4.10 **Insurance Rates**—Nothing shall be done or kept on the Site which will increase the rate of insurance on any property insured by the Primary Body Corporate without the approval of the Executive Committee, nor shall anything be done or kept on the Site which would result in the cancellation of insurance on any property insured by the Primary Body Corporate or which would be in violation of any law.

4.11 **Leasing**—Any lease of a Lot or part shall provide that any failure by the lessee thereunder to comply with these By-laws shall be a default under the lease. Any Owner who shall lease his Lot shall be responsible for ensuring compliance with such lease and with the By-laws and the Rules.

4.12 **Penalty**—Any person who contravenes or fails to comply with any provision of these By-laws commits an offence against these By-laws and is liable as provided for in these By-laws and the Bayside Act.

#### PART 5—RULES

5.1 The Executive Committee of the Primary Body Corporate may, in its absolute discretion, make Rules relating to:-

5.1.1 any services to be provided by the Primary Body Corporate to the Site;

5.1.2 the use of any Common Property; and

5.1.3 any matters provided for in the Bayside Act or the By-laws;

with respect to any one or more Commercial Precinct.

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