

## NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	4 Montrose Court EAGLE POINT VIC 3878 Lot: 8 PS: 847910
The application is for a permit to:	Buildings and works for a dwelling and outbuilding
<b>A permit is required under the following clauses of the planning scheme:</b>	
<b>Planning Scheme Clause</b>	<b>Matter for which a permit is required</b>
43.02-2	Buildings and works.
The applicant for the permit is:	L A Waites & M H Goodwin
The application reference number is:	5.2025.341.1

You may look at the application and any documents that support the application free of charge at:  
<https://www.eastgippsland.vic.gov.au/building-and-development/advertised-planning-permit-applications>

You may also call 5153 9500 to arrange a time to look at the application and any documents that support the application at the office of the responsible authority, East Gippsland Shire. This can be done during office hours and is free of charge.

Any person who may be affected by the granting of the permit may object or make other submissions to the responsible authority.

**An objection must**

- ◆ **be made to the Responsible Authority in writing,**
- ◆ **include the reasons for the objection, and**
- ◆ **state how the objector would be affected.**

The responsible authority must make a copy of every objection available at its office for any person to inspect during office hours free of charge until the end of the period during which an application may be made for review of a decision on the application.

<b>The Responsible Authority will not decide on the application before:</b>	<b>Subject to applicant giving notice</b>
---	---

If you object, the Responsible Authority will tell you its decision.

**Kerry Stow**

---

**From:** Snapforms Notifications <no-reply@snapforms.com.au>  
**Sent:** Thursday, 16 October 2025 12:18 PM  
**To:** Planning Unit Administration  
**Subject:** Planning Permit application  
**Attachments:** Reason for permit.pdf; Transfer - Lot 8 Montrose Court.pdf; Covenants - Rowellan Park.pdf; Rowellan Park Section 173.pdf; 1766 [a]-25\_WD\_0514.pdf; Rowellan Park - Formal plan of subdivision.pdf; Title - Lot 8 Montrose Court.pdf; Planning\_Permit\_Application\_2025-10-16T12-17-36\_28401689\_0.pdf

## Planning Permit Application

A "Planning Permit Application" has been submitted via the East Gippsland Shire Council website, the details of this submission are shown below:

**Applicant name:** Mr Matt Goodwin and Miss Laura Waites

**Email address:**

**Postal address :**

**Preferred phone number:**

**Street number:** 4

**Street name:** Montrose Court

**Town:** Eagle Point

**Post code:** 3878

**Lot number:** 8

**Plan number:** 847910K

**Is there any encumbrance on the Title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?:** No

**Will the proposal result in a breach of a registered covenant restriction or agreement?:** No

**Existing conditions :** Vacant

**Description of proposal :** Construction of a new dwelling and shed

**Estimated cost of development:** \$980,000

**Has there been a pre-application meeting:** No

**ExtraFile:** 2

**Declaration:** Yes

**Authority Check:** Yes

**Notice Contact Check:** Yes

**Notice check 2:** Yes

**Privacy Statement Acknowledge:** Yes

**2. Supporting information/reports:** [Reason for permit.pdf](#)

**Covenants agreements:** [Transfer - Lot 8 Montrose Court.pdf](#), [Covenants - Rowellan Park.pdf](#), [Rowellan Park Section 173.pdf](#)

**Plans:** [1766 \[a\]-25\\_WD\\_0514.pdf](#)

**1. Supporting information/reports:** [Rowellan Park - Formal plan of subdivision.pdf](#)

**Full copy of Title:** [Title - Lot 8 Montrose Court.pdf](#)

## REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

Page 1 of 3

VOLUME 12400 FOLIO 485

Security no : 124128797312A

Produced 08/10/2025 03:31 PM

### LAND DESCRIPTION

Lot 8 on Plan of Subdivision 847910K.  
PARENT TITLE Volume 12358 Folio 104  
Created by instrument PS847910K 07/09/2022

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
LAURA ASHLEIGH ANN WAITES  
MATT HOWARD GOODWIN  
AW211716Q 28/10/2022

### ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT T389084K 02/11/1994

COVENANT AW211716Q 28/10/2022  
Expiry Date 31/12/2050

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AU996004N 08/11/2021

### DIAGRAM LOCATION

SEE PS847910K FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 4 MONTROSE COURT EAGLE POINT VIC 3878

### ADMINISTRATIVE NOTICES

NIL

DOCUMENT END

Title 12400/485



PLAN OF SUBDIVISION				EDITION 1		PS 84 7910K	
<div>LOCATION OF LAND</div> <div>PARISH:BAIRNSDALE</div> <div>TOWNSHIP:_____</div> <div>SECTION:A</div> <div>CROWN ALLOTMENT:51, 52 &amp; 53 (PARTS)</div> <div>CROWN PORTION:_____</div> <div>TITLE REFERENCE:VOLFOL</div> <div>LAST PLAN REFERENCE:LOT B - PS847909T</div> <div>POSTAL ADDRESS: (at time of subdivision)BOYD COURT, EAGLE POINT, 3878</div> <div>MGA2020 CO-ORDINATES: (of approx centre of land in plan)E: 559 070      ZONE: 55 N: 5805 140</div>				<div>COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL</div>			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON					
NIL		NIL					
NOTATIONS							
DEPTH LIMITATION      DOES NOT APPLY							
<div>SURVEY: This plan is based on survey.</div> <div>STAGING: This is not a staged subdivision. Planning Permit No. 319/2019/P</div> <div>This survey has been connected to permanent marks No(s).    374 &amp; 485</div> <div>In Proclaimed Survey Area No.    NIL</div>							
EASEMENT INFORMATION							
LEGEND:      A - Appurtenant Easement      E - Encumbering Easement      R - Encumbering Easement (Road)							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of			
E-I	DRAINAGE	3	PS319780S	LAND IN PS319780S			
<div>Crowther &amp; Sadler Pty.Ltd.</div> <div>LICENSED SURVEYORS &amp; TOWN PLANNERS</div> <div>152 MACLEOD STREET, BAIRNSDALE, VIC., 3875</div> <div>P. (03) 5152 5011 E. contact@crowthersadler.com.au</div>		SURVEYORS FILE REF: 19398		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 4 SHEETS		
		MICHAEL JOSEPH SADLER, VERSION 2					

PS 84 7910K

MGA2020 ZONE 55

FOR ENLARGEMENT  
SEE SHEET 3

SEE  
ENLARGEMENT

BOYD COURT

RI  
ROAD  
1.012ha

ROWELLAN DRIVE

MONTROSE COURT

FOR ENLARGEMENT  
SEE SHEET 4

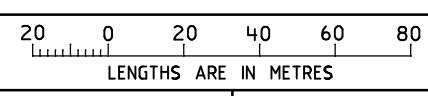
SEE  
ENLARGEMENT

PAYNESVILLE ROAD

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LICENSED SURVEYORS & TOWN PLANNERS  
152 MACLEOD STREET, BAIRNSDALE, VIC., 3875  
P. (03) 5152 5011 E. [contact@crowthersadler.com.au](mailto:contact@crowthersadler.com.au)

SURVEYORS REF  
19398

SCALE  
1:2000



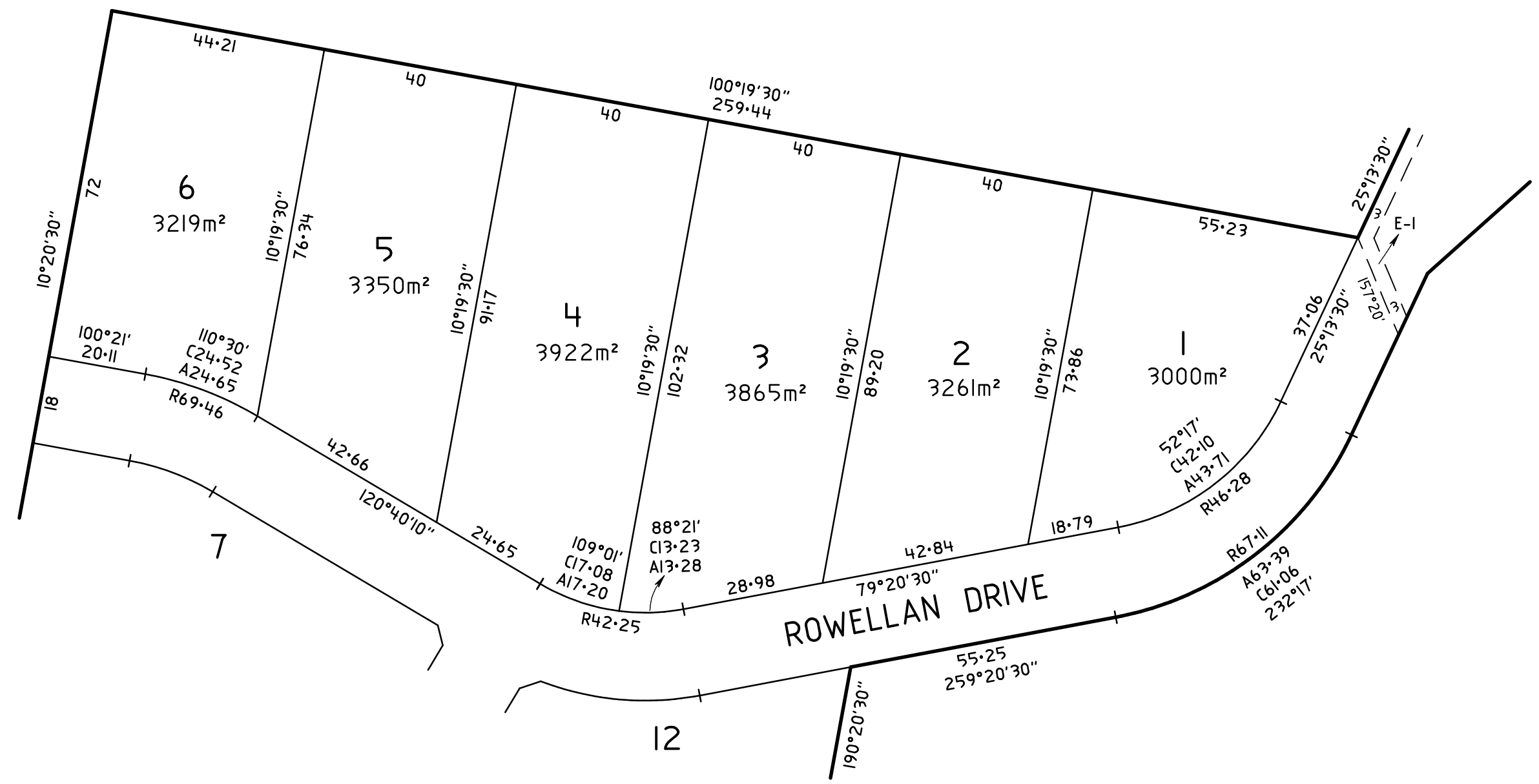
ORIGINAL SHEET  
SIZE: A3

SHEET 2

MICHAEL JOSEPH SADLER, VERSION 2

PS 84 7910K

MGA2020 ZONE 55



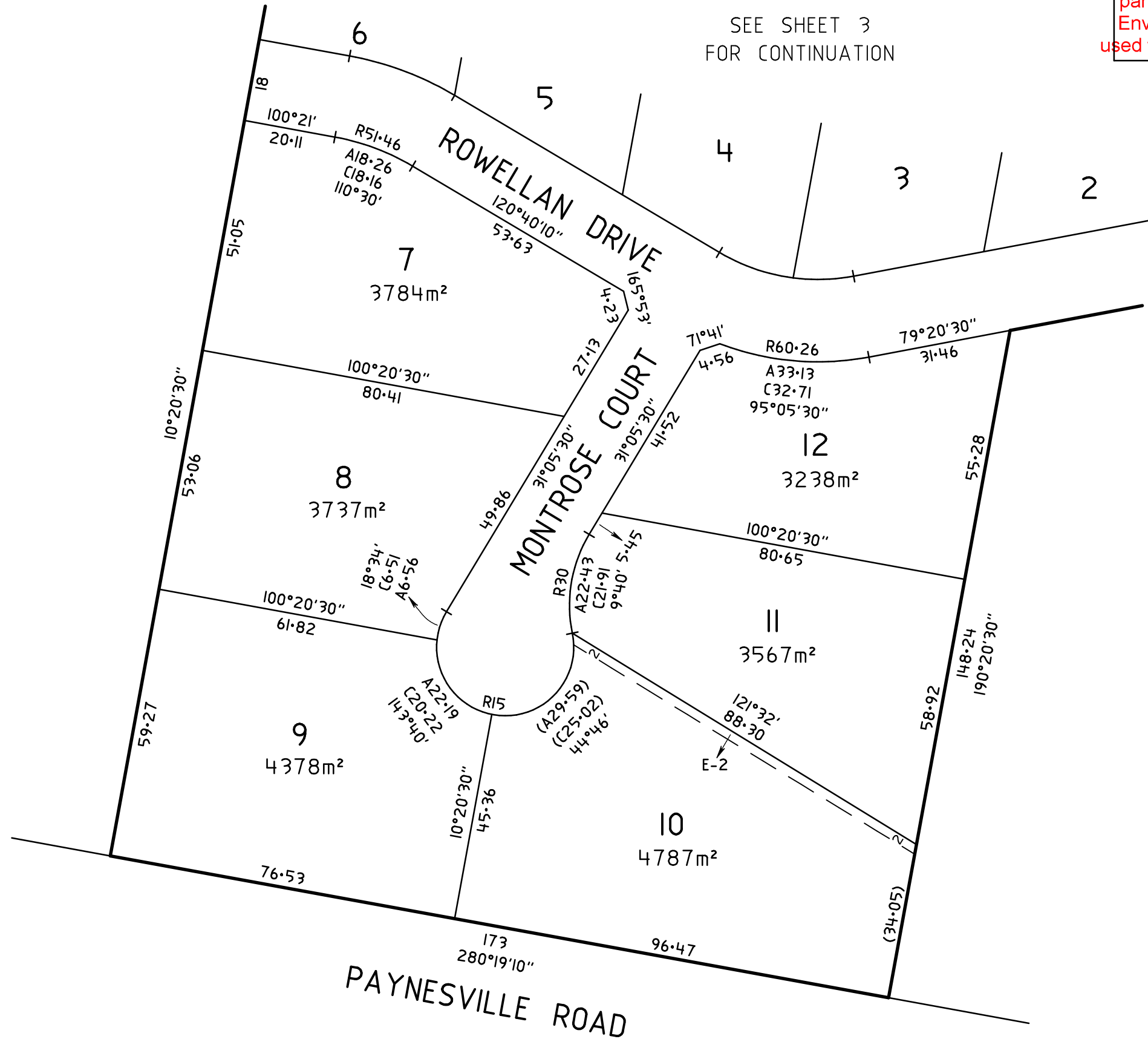
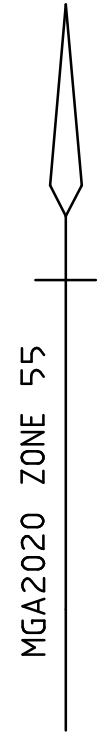
SEE SHEET 4  
FOR CONTINUATION

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SURVEYORS REF 19398	SCALE 1:1000	10 0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 3
MICHAEL JOSEPH SADLER, VERSION 2				

PS 84 7910K

SEE SHEET 3  
FOR CONTINUATION

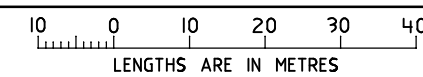


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SURVEYORS REF  
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SCALE  
1:1000



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SIZE: A3

SHEET 4

MICHAEL JOSEPH SADLER, VERSION 2



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced 08/10/2025 03:44:51 PM

Status	Registered	Dealing Number	AW211716Q
Date and Time Lodged	28/10/2022 12:56:02 PM		

### Lodger Details

Lodger Code	18916T
Name	CRAWFORD & SMART
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

### Land Title Reference

12400/485

### Transferor(s)

Name	ROWELLAN PARK PTY LTD
ACN	649171479

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 250000.00

### Transferee(s)

<b>Tenancy (inc. share)</b>	Joint Tenants
Given Name(s)	LAURA ASHLEIGH ANN
Family Name	WAITES
Address	
Street Number	
Street Name	



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## Electronic Instrument Statement

Street Type  
Locality  
State  
Postcode

Given Name(s) MATT HOWARD  
Family Name GOODWIN  
Address  
Street Number  
Street Name  
Street Type  
Locality  
State  
Postcode

### Covenants

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

Burdened land	the Land
Benefited land	MCP: AA8553
Restrictive covenant	MCP: AA8553
Expiry Date	31/12/2050

### Duty Transaction ID

5561356

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	ROWELLAN PARK PTY LTD
Signer Name	ROHAN MICHAEL HUBBARD
Signer Organisation	WARREN GRAHAM AND MURPHY PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	28 OCTOBER 2022



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## Electronic Instrument Statement

### Execution

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2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on	LAURA ASHLEIGH ANN WAITES
behalf of	MATT HOWARD GOODWIN
Signer Name	RYAN CRAWFORD
Signer	CRAWFORD & SMART
Organisation	
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	28 OCTOBER 2022

### File Notes:

NIL

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Statement End.



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Document Type	<b>Instrument</b>
Document Identification	<b>T389084K</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>08/10/2025 16:11</b>

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# VICTORIAN LAND TITLES OFFICE

## Transfer of Land Containing a Covenant and/or Easement

### Section 45 Transfer of Land Act 1958

Lodged at the Land Titles Office by:

Name: ~~WARREN GRAHAM & MURPHY~~

Phone: (051) 55 1286

Ref: JCH:mg Customer Code 1716W

The Transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easement created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easement reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land (Title)

CERTIFICATE OF TITLE VOLUME 10096 FOLIO 142

Estate and Interest (e.g. "all my estate in fee simple")

ALL MY ESTATE IN FEE SIMPLE

Consideration

SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00)

Transferor (Full name)

COLIN JOHN BOYD

Transferee (Full name and address for future notices including postcode)

RONALD WILLIAM CUTTRISS

as sole proprietor

Directing Party (Full name)

NIL

Creation and/or Reservation of Easement and/or Covenant

(see reverse)

Land Titles Office Use Only

T2



Licence No. 2926L

Stamp Duty

Trn 070740796 Cde 52 08/10/94  
Ref 1050 Amt \$ 1,600.00  
Stamp Duty, Victoria  
166771815646177

Printed 3/12/2025

Page 13 of 47

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## ORDER TO REGISTER

### To the Registrar of Titles

Please register this dealing and upon completion issue the documents as follows :-

Signed.....

Firm's Name.....

Customer code.....

Creation and/or Reservation of Easement and/or Covenant (continuation if necessary)

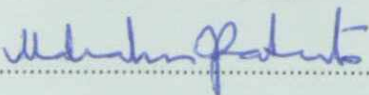
Dated: 19/10/1994

Execution and Attestation

SIGNED by the said COLIN JOHN BOYD  
in the presence of:

)

)



Witness

SIGNED by the said RONALD WILLIAM  
CUTTRISS in the presence of:

)

)



Witness

See Annexure Sheet marked "A"



## VICTORIAN LAND TITLES OFFICE

## Annexure Sheet

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This is the annexure marked "A" referred to in instrument of Transfer dated 19.10.94 between C.J. BOYD and R.W. CUTTRISS

Signatures of parties

X .....  
C.J. Boyd

RC  
X .....  
R.W. Cuttriss

## Panel Heading

And the Transferee with the intent that the benefit of this covenant shall until the 31st December 2012 be attached to and run at law and in equity with every Lot on Plan of Subdivision No. 319780S other than the Lot now transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the land now transferred does for himself and his transferees, executors, administrators and assignees and as separate covenant with the Transferor and other the registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No. 319780S or any part or parts of it (other than the lot(s) now transferred) that the Transferee shall not at any time erect or build or cause or suffer to be erected or built on the lot(s) now transferred or any part or parts of any one lot(s) more than one main building being a dwelling house and outbuildings relating to that dwelling house unless:-

- (i) the dwelling house shall be constructed of new material; and
- (ii) sixty (60%) per centum of the external walls (excluding windows) of the dwelling house shall be constructed of brick, brick veneer, stone or like material; and
- (iii) the roof of the dwelling house and the roof and walls of any out building shall be constructed of some material other than cement sheet or unpainted or exposed metal; and
- (iv) in respect of Lots 3 to 13 no dwelling house and any outbuilding shall be positioned on the land within a distance of 30 metres from the front of the land, or within a distance of 10 metres of any other boundaries of the land and in respect of Lots 1 and 2 no dwelling house any any outbuilding shall be positioned on the land within a distance of 15 metres from the front of the land, or within a distance of 5 metres of any other boundaries of the land.
- (v) no storage tank or tanks shall be mounted other than underground or at a level where the base of the tank shall be not higher than the floor level of the dwelling house unless such tank or tanks is screened from view from any roadway or reserve.

The Transferee further covenants:-

- (vi) not to erect or build or cause or suffer to be erected or built on any lot hereby sold or on any boundary or part thereof -
  - (a) any fence clad with sheet metal; or
  - (b) any paling fence any part of which shall be sited within 4.5 metres of any road reserve abutting the Lot; or
  - (c) any boundary fence which shall be constructed of other than with treated pine posts, steel droppers and wire;
- (vii) not to store or site nor to cause or permit to be stored or sited on the any lot any caravan or boat or any commercial motor vehicle or any tractor or farm equipment or any motor car, car body or parts within 12 metres of any road reserve abutting any the lot unless the same shall be housed in an outbuilding or screened from view from any roadway or reserve;

(continue on reverse)

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A1



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## Continuation

- (viii) use or permit to be used any lot(s) or any part thereof for the purpose of commercial breeding, or boarding of or training kennels for cats or dogs or for the purpose of keeping poultry, pigeons or pigs.

## NOTES

1. If there is insufficient space to accommodate the required information in a **panel**, or on the reverse of the parent instrument insert the words "See Annexure A" (or as the case may be) and enter all the information on the annexure sheet under the appropriate **panel** heading.
2. If multiple copies of the instrument are lodged, original annexure sheets must be attached to each. Annexure sheet(s) attached to the original must be typed or legibly written in ink. The use of self correcting typewriter ribbon or correction fluid is not permitted. Text contained in annexure sheet(s) attached to the duplicate may be a copy of the original. The signature of all parties must be in ink on both the original and any copy.
3. The annexure sheet must be properly identified, signed by the parties to the instrument to which it is annexed and sealed.



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Produced 08/10/2025 04:01:13 PM

Status	Registered	Dealing Number	AU996004N
Date and Time Lodged	08/11/2021 03:37:41 PM		

### Lodger Details

Lodger Code	20126M
Name	STEFANIE DONNA SUMMERS
Address	
Lodger Box	
Phone	
Email	
Reference	PLANOLOGY - 31 BOYD

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

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### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

10096/142

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

Name	EAST GIPPSLAND SHIRE COUNCIL
Address	
Street Number	273
Street Name	MAIN
Street Type	STREET
Locality	BAIRNSDALE
State	VIC
Postcode	3875

### Additional Details





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## Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	EAST GIPPSLAND SHIRE COUNCIL
Signer Name	ERIC JAMES CABUANG
Signer Organisation	STEFANIE DONNA SUMMERS
Signer Role	CONVEYANCING PRACTICE
Execution Date	08 NOVEMBER 2021

### File Notes:

NIL

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Statement End.

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## Agreement under section 173 of the Planning and Environment Act 1987

31 Boyd Court, Eagle Point



## Table of Contents

1.	Defined Terms .....	2
2.	Interpretation .....	4
3.	Section 173 Agreement .....	5
3.1	Purposes .....	5
3.2	Reasons for agreement .....	5
4.	Agreement required.....	5
5.	Owner's Specific Obligations .....	5
5.1	Access .....	5
5.2	Vegetation .....	5
5.3	Subdivision.....	5
5.4	No more than one dwelling.....	6
6.	Further Obligations of the Owner .....	6
6.1	Notice and Registration .....	6
6.2	Further actions .....	6
6.3	Council's Costs to be Paid.....	6
6.4	Interest for overdue money .....	7
7.	Agreement under section 173 of the Act.....	7
8.	Owner's Warranties .....	7
9.	Successors in Title .....	7
10.	General.....	7
10.1	Notices.....	7
10.2	Service of Notice.....	8
10.3	No Waiver .....	8
10.4	Severability .....	8
10.5	No fettering of Council's powers.....	8
10.6	Inspection of documents.....	8
10.7	Governing law.....	8
11.	Commencement of Agreement.....	8

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## Information Table

Date of Agreement: 26 October 2021

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## Parties

Name	East Gippsland Shire Council
Short form name	<b>Council</b>
Notice details	273 Main Street, Bairnsdale, Victoria
Name	Trevor Andrew Bird
Short form name	<b>Owner</b>
Notice details	31 Boyd Court, Eagle Point, Victoria
Name	Karen Anne Bird
Short form name	Owner
Notice details	31 Boyd Court, Eagle Point, Victoria

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## Background

- A. Council is the responsible authority pursuant to the Act for the Planning Scheme.
  - B. The Subject Land is subject to the Planning Scheme.
  - C. The Owner is the registered proprietor of the Subject Land.
  - D. Council has granted the Planning Permit authorising the 13 lot subdivision adjoining a road with the Road Zone – Category 1 under the Scheme. This Agreement is to give effect to condition 4 of the Planning Permit.
  - E. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.
- 

## Agreed Terms

### 1. Defined Terms

In this Agreement:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.

**Current Address for Service**

for Council means the address shown on page 2 of this Agreement, or any other address listed on Council's website; and

for the Owner means the address shown on page 2 of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email Address for Service**

for Council means feedback@egipps.vic.gov.au, or any other principal office email address listed on Council's website; and

for the Owner means any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement or any other email address provided by the Owner to Council for any purpose relating to the Subject Land.

**Dependent Persons Unit** has the same meaning as in the Planning Scheme.

**Dwelling** has the same meaning as in the Planning Scheme but not include an outbuilding associated with a Dwelling or a Dependent Persons Unit.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**Existing Vegetation** means any vegetation within 8 metres of the southern boundary of the Subject Land.

**Lot** means the land contained in a proposed lot shown on the Endorsed Plan.

**Lots 1-12** means the land contained in lots 1 to 12 inclusive as shown on the Endorsed Plan and any reference to the Lots 1-12 in this Agreement includes a reference to any lot created by the subdivision of the Lots 1-12 or any part of it.

**Lot 13** means the land contained in lot 13 as shown on the Endorsed Plan and any reference to the Lot 13 in this Agreement includes a reference to any lot created by the subdivision of the Lot 13 or any part of it.

**Notice** means any notice, demand, consent, approval or communication under this agreement.

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession.

**Party or parties** means the Owner and Council but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Planning Permit** means planning permit no. 319/2019/P/A, as amended from time to time, issued by Council on 4 January 2021. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving Council reasonable notice.

**Planning Scheme** means the East Gippsland Planning Scheme.

**Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988*.

**Subject Land** means the land situated at 31 Boyd Court, Eagle Point being the land contained in certificate of title volume 10096 folio 142 and any reference to the Subject Land in this Agreement includes a reference to any lot created by the subdivision of the Subject Land or any part of it.

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement form part of this Agreement.
- 2.8 The Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land.
- 2.9 Any reference to a clause, page, condition, attachment or term is a reference to a clause, page, conditions, attachment or term of this Agreement.

### 3. Section 173 Agreement

#### 3.1 Purposes

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1.1 to prevent the further subdivision of Lots 1-12;
- 3.1.2 to ensure that the minimum lot size of any lot that might be created by the further subdivision of Lot 13 is not less than 4000 square metres;
- 3.1.3 give effect to the terms of the Planning Permit; and
- 3.1.4 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

#### 3.2 Reasons for agreement

The Parties acknowledge and agree that this Agreement has been entered into for the following reasons:

- 3.2.1 Council would not have approved the Planning Permit without the condition requiring this Agreement; and
- 3.2.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

### 4. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

### 5. Owner's Specific Obligations

The Owner covenants and agrees that:

#### 5.1 Access

- 5.1.1 a Lot must not have a direct vehicle access to or from Paynesville Road;

#### 5.2 Vegetation

- 5.2.1 it must retain and maintain the Existing Vegetation to the satisfaction of Council;

#### 5.3 Subdivision

- 5.3.1 regardless of any rights conferred by the Planning Scheme, Lots 1-12 must not be subdivided so as to create an additional Lot;

5.3.2 any lot created by any further subdivision of Lot 13 must not have an area that is less than 4,000 square metres; and

**5.4 No more than one dwelling**

5.4.1 no more than one Dwelling may be constructed on each Lot.

**6. Further Obligations of the Owner**

**6.1 Notice and Registration**

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

**6.2 Further actions**

The Owner:

- 6.2.1 must do all things necessary to give effect to this Agreement;
- 6.2.2 consents to Council applying to the Registrar of Titles to record the Agreement on the Certificate of Title to the Subject Land in accordance with section 181 of the Act; and
- 6.2.3 agrees to do all things necessary to enable Council to do so, including:
  - (a) signing any further agreement, acknowledgement or document; and
  - (b) obtaining all necessary consents to enable the recording to be made.

**6.3 Council's Costs to be Paid**

The Owner must pay to Council, within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 6.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 6.3.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 6.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

#### **6.4 Interest for overdue money**

- 6.4.1 The Owner must pay to Council interest in accordance with section 120 of the *Local Government Act 2020* on any amount due under this Agreement that is not paid by the due date.
- 6.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

### **7. Agreement under section 173 of the Act**

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

### **8. Owner's Warranties**

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

### **9. Successors in Title**

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 9.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 9.2 execute a deed agreeing to be bound by the terms of this Agreement.

### **10. General**

#### **10.1 Notices**

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

- 10.1.1 personally on the other Party;
- 10.1.2 by leaving it at the Party's Current Address for Service;
- 10.1.3 by posting it by prepaid post addressed to that Party at the Party's Current Address for Service;
- 10.1.4 by facsimile to the Party's Current Number for Service; or
- 10.1.5 by email to the Party's Current Email Address for Service.

## **10.2 Service of Notice**

A notice or other communication is deemed served:

- 10.2.1 if delivered, on the next following business day;
- 10.2.2 if posted, on the expiration of 7 business days after the date of posting;
- 10.2.3 if sent by email, the day on which it is sent.

## **10.3 No Waiver**

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

## **10.4 Severability**

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

## **10.5 No fettering of Council's powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

## **10.6 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council's offices during normal business hours upon giving Council reasonable notice.

## **10.7 Governing law**

This Agreement is governed by and will be construed in accordance with the laws of the State of Victoria.

## **11. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.



SIGNED, SEALED AND DELIVERED as an agreement under Division 2 of Part 9 of the Act and as a Deed between the Parties.

The Common Seal of the East Gippsland Shire Council was hereunto affixed on the 26 day of October 2021 in the presence of:

.....  
 .....  
 .....

Chief Executive

Witness



Signed Sealed and Delivered by Trevor Andrew Bird in the presence of:

.....  
 .....  
 Witness

)  
 )

Signed Sealed and Delivered by Karen Anne Bird in the presence of:

.....  
 .....  
 Witness

)  
 )

10/10/2019  
C153egip**SCHEDULE 11 TO CLAUSE 43.02 DESIGN AND DEVELOPMENT OVERLAY**

Shown on the planning scheme map as DD011.

**RESIDENTIAL DEVELOPMENT IN COASTAL SETTLEMENTS****Design objectives**

To protect and manage the township character of coastal settlements.

To ensure that the height and visual bulk of new development is compatible with the coastal neighbourhood setting.

To ensure that new development is designed to minimise visual impacts on the natural landscape.

To ensure that new development is visually and physically integrated with the site and surrounding landscape.

To ensure that new development is sited and designed to be visually unobtrusive through and above the surrounding tree canopy when viewed from nearby streets, lakes, coastal areas, or other distant viewpoints.

To protect the vegetated character of the landscape, particularly where it is a dominant visual and environmental feature.

To ensure that the scale and character of existing development in areas fronting Marine Parade in Marlo and on the lake frontage at Newlands Arm is preserved and that any new development should be consistent with the prevailing development form and height to retain the existing character and view corridors.

To ensure that the subdivision of land within the Newlands Arm Estate is consistent with the *Newlands Arm Estate Restructure Plan, Version 7*, (March 2017)

**Buildings and works**

A permit is not required to construct a building or carry out works other than in the circumstances specified in the following table.

Settlement	Building height above natural ground level measured within the building footprint	Total area of proposed works on a site (exclusive of building footprint) except within an approved building envelope	Total building footprint proposed on a site except within an approved building envelope	Slope of land where works are to be carried out
Bemm River	Greater than 7.5 metres		Greater than 300 square metres	
Eagle Point	Greater than 7.5 metres		Greater than 300 square metres	
Gipsy Point	Greater than 7.5 metres		Greater than 300 square metres	
Lake Tyers Beach	Greater than 7.5 metres		Greater than 300 square metres	Greater than 15 per cent
Marlo	Greater than 5 metres on Marine Parade and greater than 7.5 metres in other locations.		Greater than 300 square metres	

1.0  
10/10/2019  
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10/10/2019  
C153egip

Settlement	Building height above natural ground level measured within the building footprint	Total area of proposed works on a site (exclusive of building footprint) except within an approved building envelope	Total building footprint proposed on a site except within an approved building envelope	Slope of land where works are to be carried out
Metung	Greater than 7.5 metres	Greater than 150 square metres	Greater than 300 square metres	Greater than 15 per cent
Newlands Arm	Greater than 5 metres along the lake frontage, and greater than 7.5 metres in other locations.		Greater than 300 square metres	
Nungurner	Greater than 7.5 metres		Greater than 300 square metres	
Raymond Island	Greater than 7.5 metres	Greater than 150 square metres	Greater than 300 square metres	
Tambo Bluff	Greater than 7.5 metres		Greater than 300 square metres	

For the purpose of this provision, 'total building area' or 'total area of proposed works on a site' is inclusive of existing buildings or works to be retained.

**3.0**  
10/10/2019  
C153egip

### Subdivision

Subdivision of land in Newlands Arm within the General Residential Zone 1 must meet the following requirements:

- Each lot must be at least 1000 square metres.

A permit cannot be granted to subdivide land which is not in accordance with this requirement.

**4.0**  
10/10/2019  
C153egip

### Advertising signs

None specified.

**5.0**  
10/10/2019  
C153egip

### Application requirements

An application for buildings and works must include the following information:

- The location of any proposed buildings clearly dimensioned on its allotment.
- Information that describes how the proposal achieves the design outcomes for the settlement as outlined in the decision guidelines of this schedule, in the form of a neighbourhood and site description, and design response.
- The location, type and size of any vegetation to be removed.
- Sufficient spot heights to enable the slope of the site and the slope of the works area(s) to be determined.
- The location, dimensions and depth of any proposed excavations or fill.
- The colour, finishes and materials to be used on all external surfaces, including the roof.
- Proposed new planting or site landscaping works.

## Decision guidelines

Before deciding on an application, the responsible authority must consider, where appropriate:

- The design objectives of this schedule.
- The vision statements, objectives and strategies at Clause 21.06-2, Strategies for Sub-regions, Towns and Localities (Lakes & Coastal).
- Any relevant siting and design guidelines prepared by the Victorian Coastal Council or the Gippsland Coastal Board.
- Any design guidelines established for the site through covenants, Section 173 Agreements or similar statutory mechanisms.
- The extent of any vegetation to be cleared and the impact of that clearance on the landscape setting of the locality.
- The need for and purpose of proposed vegetation removal.
- Whether the buildings and works are sited and designed to avoid impacts from retained vegetation.
- Whether the proposal is well integrated with the landscape through the planting of new and replacement indigenous or native trees and understorey.
- Whether the form, design and details of the building are compatible with the landscape setting and the character of nearby or adjacent buildings.
- Whether the building materials and colours are low-reflective and reduce contrast with the landscape and distant visibility.
- The effect of the bulk, siting and design of any proposed building on the general appearance of the area, particularly when viewed from adjacent waterways, beaches, tourist routes or viewpoints.
- Whether the roof form of the building sits generally below the prevailing tree canopy.
- Whether opportunities exist to avoid a building being visually obtrusive by the use of alternative building designs, including split level and staggered building forms that follow the natural slope of the land and reduce the need for site excavation and filling.
- Whether, in locations adjacent to the coast or the coastal reserve, the building demonstrates a high standard of 'light weight' contemporary design (i.e. avoiding predominantly heavy masonry construction, utilising a mix of visually lighter building materials, and using elements such as timber decks and balconies etc.), and is well screened from the water and beach areas.
- The impact of any new development on adjoining public land.

In relation to a proposed subdivision:

- The effect of any proposed subdivision or development on the environmental and landscape values of the site and of the local area, including the effect on streamlines, foreshores, wetlands, areas of remnant vegetation or areas prone to erosion.
- The need to contribute, where practicable, to the development of pedestrian walkways, to link residential areas and to provide access to community focal points, public land and activity areas such as commercial or community precincts, recreation areas or foreshore areas.
- Whether the proposed subdivision layout provides for the protection of existing natural vegetation, drainage lines, wetland areas and sites of cultural or heritage significance.
- Whether the potential for wildlife corridors through the area has been retained or created by limiting fencing and maintaining indigenous and native vegetation.
- The provision for water sensitive urban design.

## EAST GIPPSLAND PLANNING SCHEME

- Provision in the design for the impact of coastal processes (the impacts from wind, waves, floods, storms, tides, erosion) on foreshore areas.
- Whether the allotment frontage width is consistent with the typical width of existing allotments in the locality.
- Whether the proposed subdivision layout relates sympathetically to the topography of the site and the surrounding land uses.

**Background documents**

*Urban Design Frameworks for Bemm River, Eagle Point, Gipsy Point, Lake Tyers Beach, Marlo, Metung, Newlands Arm, Nungurner, Raymond Island and Tambo Bluff, ( Meinhardt Infrastructure and Environment, March 2007) .*



PROJECT: PROPOSED DWELLING  
ADDRESS: Lot 8 MONTROSE COURT, EAGLE POINT VIC. 3878  
CLIENT: MATT GOODWIN & LAURA WAITES

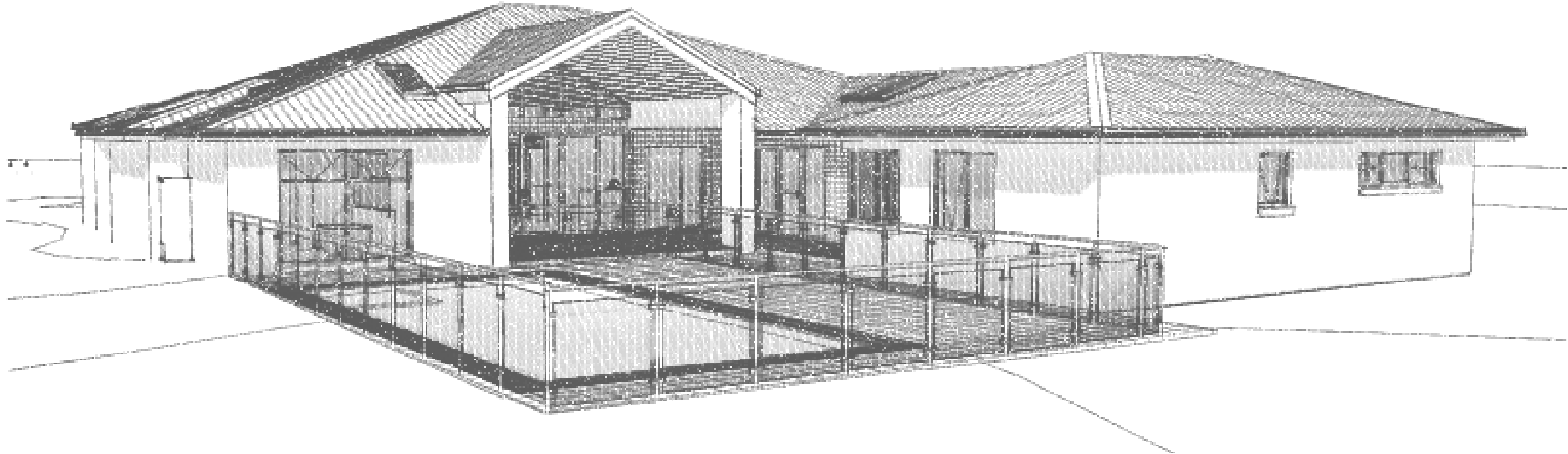
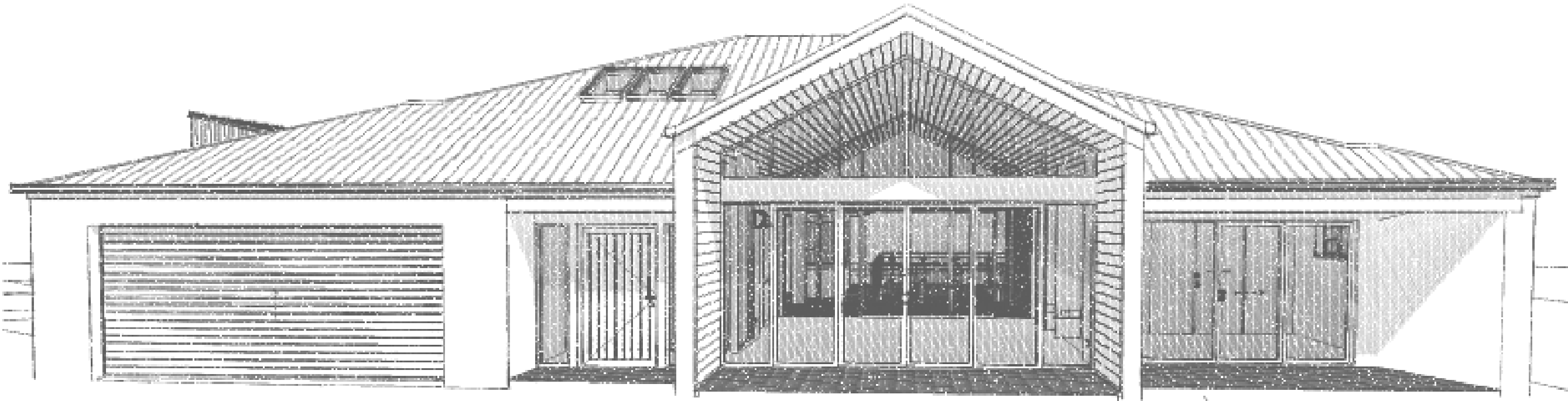
SITE DETAILS:  
BUILDING CLASSIFICATION: CLASS 1a  
WIND CATEGORY: N2  
SITE SOIL CLASSIFICATION: Assumed as Class S (RBS to Confirm on First Site Visit)  
BAL ASSESSMENT: BAL 12.5 (BAL Required)

AUTHORITIES / CONSULTANTS:  
MUNICIPALITY: EAST GIPPSLAND SHIRE COUNCIL 1300 555 886  
WATER AUTHORITY: EAST GIPPSLAND WATER 1800 671 841  
RELEVANT BUILDING SURVEYOR (RBS): CLIENT TO SELECT  
CONSULTING ENGINEER: SIMON ANDERSON CONSULTANTS

BAL 12.5:  
Construction of the building shall comply with AS 3959-2018 Section 5

NOTES:  
Although the construction measures in accordance with AS 3959-2018 is designed to improve the performance of buildings when subjected to bushfire attack, in designated bushfire-prone areas there can be no guarantee that a building will survive a bushfire event on every occasion. This is substantially due to the unpredictable nature and behaviour of fire and extreme weather conditions.

THERMAL PERFORMANCE:  
Thermal Performance Notes on A03  
Arrow Energy Rating Thermal performance Report Attached  
Lighting Efficiency, Refer to Drawing A11



Page No.	Title
A00	COVER
A01	GENERAL NOTES
A02	SITE PLAN
A03	FLOOR PLAN
A04	ELEVATIONS
A05	SECTION & DETAIL
A06	FLOOR SLAB SETOUT PLAN
A07	ROOF PLAN
A08	WINDOW SCHEDULE
A09	DOOR SCHEDULE
A10	RCP- LIGHTING & POWER
A11	WET AREA WATERPROOFING
A12	LIVABLE HOUSING DESIGN
A13	RENDER VIEWS

GENERAL NOTES: (NCC 2022 BCA Vol. 2)

- All materials, construction and work practices shall comply with, but not limited to the Building Regulations 2018, National Construction Code Series 2022 Building Code of Australia Vol. 2, ABCB 2022 Housing Provisions and all relevant current Australian Standards (as amended) referred to therein.
- Unless otherwise specified, the term BCA shall refer to National Construction Code Series 2022 Building Code of Australia Volume 2.
- All materials and construction practice shall meet the Performance Requirements of the BCA. Where an alternative solution is proposed then, prior to implementation or installation, it first must be assessed and approved by the Relevant Building Surveyor as meeting the Performance Requirements of the BCA.
- These drawings shall be read in conjunction with all relevant structural and all other consultants’ drawings/ details and with any other written instructions issued in the course of the contract.
- Site plan measurements are in metres – all other measurements in millimetres unless noted otherwise.
- Figured dimensions take precedence over scaled dimensions.
- The Builder shall take all steps necessary to ensure the stability and general water tightness of all new and/or existing structures during all works.
- The Builder and Subcontractors shall check and verify all dimensions, setbacks, levels and specifications and all other relevant documentation prior to the commencement of any works. Report all discrepancies to this office for clarification.
- The Builder and Subcontractor shall ensure that all stormwater drains, sewer pipes and the like are located at a sufficient distance from any buildings footing and/ or slab edge beams so as to prevent general moisture penetration, dampness, weakening and undermining of any building and its footing system.
- These plans have been prepared for the exclusive use by the Client of ALC Drafting Services (‘The Designer’) for the purpose expressly notified to the Designer. Any other person who uses or relies on these plans without the Designer’s written consent does so at their own risk and no responsibility is accepted by the Designer for such use and/or reliance
- The Client and/or the Client’s Builder shall not modify or amend the plans without the knowledge and consent of ALC Drafting Services except where a Registered Building Surveyor makes minor necessary changes to facilitate the Building Permit application and that such changes are promptly reported back to ALC Drafting Services
- The approval by this office of a substitute material, work practice, variation or the like is not an authorisation for its use or a contract variation. All variations must be accepted by all parties to the agreement and where applicable the Relevant Building Surveyor prior to implementing any variation.

STEPS, STAIRS, BALUSTRADES & HANDRAILS:

- Step sizes (other than for spiral stairs) to be:
  - Risers (R) 190mm maximum and 115mm minimum
  - Going (G) 355mm maximum and 240mm minimum
  - 2R + 1G = 700mm maximum and 550mm minimum
  - with less than 125mm gap between open treads.
- All treads, landings and the like to have a slip-resistance classification of P3 or R10 for dry surface conditions and P4 or R11 for wet surface conditions, or a nosing strip with a slip-resistance classification of P3 for dry surface conditions and P4 for wet surface conditions.
- Provide barriers where change in level exceeds 1000mm above the surface beneath landings, ramps and/or treads. Barriers (other than tensioned wire barriers) to be:
  - 1000mm min. above finished surface level of balconies, landings or the like, and
  - 865mm min. above finished surface level of stair nosing or ramp, and – vertical with less than 125mm gap between, and
  - any horizontal element within the barrier between 150mm and 760mm above the floor must not facilitate climbing where changes in level exceeds 4000mm above the surface beneath landings, ramps and/or treads.
- Wire barrier construction to comply with NCC 2022 BCA H5V1 and H5D3 and ABCB Housing Provision Part 11.3 for Class 1 and 10 Buildings and NCC 2022 BCA Volume 1 Part D3D21 for other Classes of Buildings.
- Top of handrails to be minimum 865mm vertically above stair nosing and floor surface of ramps

STORMWATER DRAINAGE:

- All stormwater drains shall comply with AS 3500.3-2021 and taken to a legal point of discharge to the Relevant Authorities approval
- Class 6 UPVC stormwater line laid to a minimum grade of 1:100 and connected to the legal point of stormwater discharge.
- Provide inspection openings at 9000mm C/C and at each change of direction.
- The cover to underground stormwater drains shall be not less than;
  - 100mm under soil
  - 50mm under paved or concrete areas
  - 100mm under unreinforced concrete or paved driveways
  - 75mm under reinforced concrete driveways
- Installation of all services shall comply with the respective supply authority requirements.

TIMBER FRAMING:

- All timber framing shall conform to AS 1684.2-2021
- Building tie-downs to be provided in accordance with AS1684-2021 for the design wind classification (subject to confirmation on site by Relevant Building Surveyor at first inspection) refer to AS1684 for construction requirements.
- All fixings shall be proprietary items with corrosion resistant coating in accordance with AS 1684.1-2021 clause 9.2

TERMITE PROTECTION:

- Where the building (excludes a detached Class 10) is located in a termite prone area the building is to be provided with a termite management system. Must also comply with AS 3660-2014

MASONRY:

- All masonry walls to be constructed in accordance with AS 3700-2018
- Expansion ties are to be provided a 600 mm maximum spacing in brick control joints.
- Provide “Brick-Weld” (or similar) reinforcing to masonry walls over openings
- Frame ties are to be provided at 600 mm maximum centres vertical, and horizontal.
- Buildings in marine or other exposure environments shall have masonry units, mortar and all built in components and the like complying with the durability requirements of Table 4.1 of AS 4773.1-2018 ‘Masonry in small buildings’ Part 1: Design.

WINDOWS:

- All glazing shall conform to AS 1288-2021
- Glazing, including safety glazing, shall be installed to a size, type and thickness so as to comply with:
  - BCA H1D8 and ABCB Housing Provision Part 8.3 and 8.4 for Class 1 and 10 Buildings within a design wind speed of not more than N3; and
  - NCC 2022 BCA Vol 1 Part J4D6 for Class 2 and 9 Buildings.
- Window sizes nominated are nominal only. Actual size may vary according to manufacturer. Windows to be flashed all around.

WATERPROOFING OF WET AREAS:

- Waterproofing of wet areas, being bathrooms, showers, shower rooms, laundries, sanitary compartments, and the like shall be provided in accordance with AS 3740-2021: Waterproofing of Domestic Wet Areas.

DOORS TO SANITARY COMPARTMENTS:

- Doors to fully enclosed sanitary compartments must;
  - Open outwards, or be a sliding door, or be readily removable from the outside unless;
  - There is a clear space of at least 1.2 m between the closet pan within the sanitary compartment and the nearest part of the doorway.

SMOKE DETECTORS:

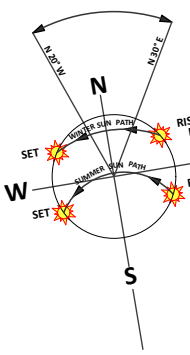
- Smoke alarms are to be hard wired with a battery backup system that must comply to AS 3786-2014
- Smoke alarms shall be interconnected to ensure that if there is a fire in one part of the building that all the alarms will alert people to fire.

BUILDING THERMAL PERFORMANCE:

- These Drawings shall be read in conjunction with any House Energy Rating (HERS) report and shall be constructed in accordance with the stamped plans endorsed by the accredited Thermal Performance Assessor without alteration.



BUILDING REGULATIONS PART 5			
REG #	Regulation	Comment	Complies: Yes/No
73/74	Street Setback	11.3 metres	Yes
75	Building Height	Max. 6 meters	Yes
76	Site Coverage	Allotment Size: 3737 m2 at 15.2 % Total Building Area: 569.55 m2	Yes
77	Permeability	Min. 20% Site: IE 747.4 m2 required – 3167.45 m2/ 84.7 % provided	Yes
78	Car Parking	Vehicles housed in the Garage	Yes
79	Side & Rear Setbacks	Side Setback 9.6m 28.6m setback at rear boundary	Yes
80	Walls on Boundaries	None affected	Yes
81	Daylight to existing habitable room windows	None affected	Yes
82	Solar access to existing north facing windows	None affected	Yes
83	Overshadowing of recreational private open space	Not affected	Yes
84	Overlooking	Not affected	Yes
85	Daylight to habitable room windows	Not affected	Yes
86	Private open space Secluded Private open space	3167.45 m2 Provided Min. 25 m2 at no less than 3.0 m wide	Yes

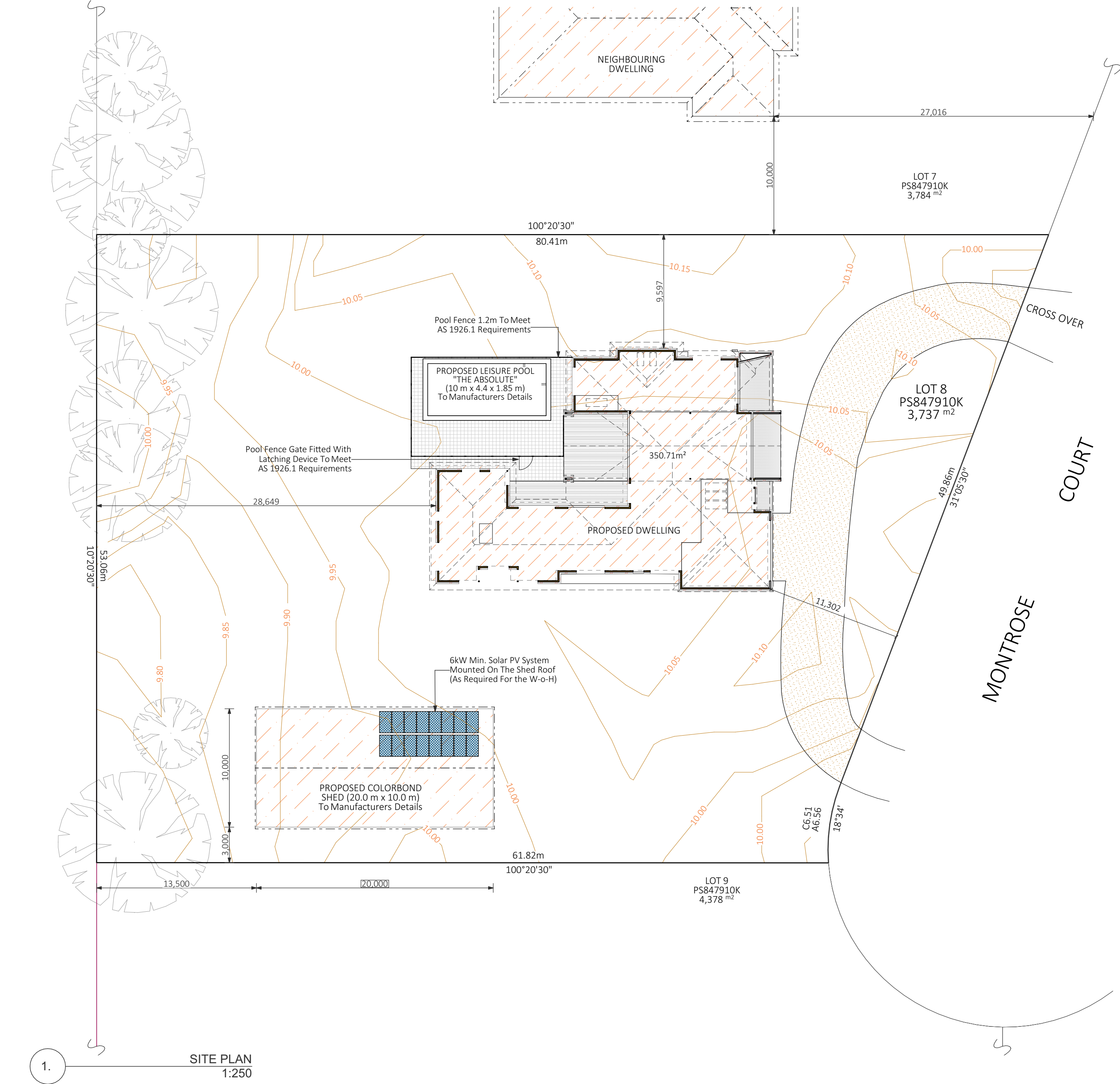


AREA ANALYSIS  
Allotment: 3,737m<sup>2</sup>  
Proposed Dwelling: 292.52m<sup>2</sup>  
Proposed Garage: 45.21m<sup>2</sup>  
Proposed Veranda/Porch: 81.82m<sup>2</sup>  
Proposed Shed: 150.00m<sup>2</sup>

Total Building Area: 569.55m<sup>2</sup>  
Site Coverage: 15.2%  
Total Paved and Concrete Area: 385.69m<sup>2</sup>  
(Including Driveway and Pool)

- NOTE:**
- For General Notes, Refer to Drawing A01
  - For all Structural Components, Refer to the Structural Engineers Drawing & Details
  - All work shall be carried out in accordance with the Relavant Standard, NCC or Authority Regulations
  - All Proprietary Systems shall be install to the Manufacturers Technical Installation Details, Specification and the Like

Scale 1:250 2.5 0 5.0 10.0 15.0m





# HOUSE ENERGY RATING

Dwelling Address: 8 MONTROSE COURT, EAGLE POINT  
Report By: Amy Geddes  
DWELLING ENERGY RATING ACHIEVES

★★★★★★★ 7.0

Climate Zone:	22	East Sale AMO	
Heating Load Limit:	110	Heating Load Actual:	91.2
Cooling Load Limit:	12	Cooling Load Actual:	8.7

## ENERGY ASSESSMENT REPORT

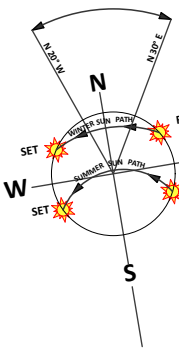
	Type	Insulation Added
EXTERNAL WALLS	RENDERED BV (WHITE)	R2.7
	RECYCLED RED BV	R2.7
INTERNAL WALLS	GARAGE, WC, BATHROOM	R2.7
	TERRARIUM ADJACENT TO KITCHEN	R2.7
	ADJACENT TO ROOFSPACE (TERRARIUM & SKYLIGHT WALLS)	R2.7
GROUND FLOOR	SLAB ON GROUND	R2.1 + R0.64
ROOF / CEILING	METAL CLAD (SURFMIST)	R6.0 + R1.3
LIGHTING	IC-F(4) DOWNLIGHTS	NIL REMOVED

WERS CODE	DESCRIPTION	U Value	SHGC
RYL-342-413	AL SLIDING WINDOW DG 4-12AR-4ET	3.09	0.56
RYL-302-013	AL FIXED LITE WINDOW DG 4-12AR-4ET	2.26	0.61
RYL-362-613	AL SLIDING DOOR DG 4-12AR-4ET	3.16	0.58
RYL-312-113	AL AWNING WINDOW DG 4-12AR-4ET	3.14	0.49

## WHOLE OF HOME ASSESSMENT SCORE: 62/150

	Make/Model	
HEATING	Default	1.0 STAR - RAC
COOLING	Default	2.0 STAR - RAC
WATER HEATING	Default	Electric
COOKTOP	Default	Electric
OVEN	Default	Electric
LIGHTING W/m2	3.6 W/m2	N/A
POOL PUMP	Default	Single Speed
SOLAR PANELS	6kW capacity	350° azimuth, 27° tilt
BATTERY STORAGE	N/A	N/A

SELF CLOSING EXHAUST FANS (INCLUDING IXL'S AND RANGEHOOD)  
RECESSED DOWNLIGHTS ARE TO BE SEALED (EITHER BY FITTING OR APPROVED COVER)  
SEAL ALL EXTERNAL DOORS, WINDOWS, GAPS, CRACKS, PLUMBING PENETRATIONS ETC

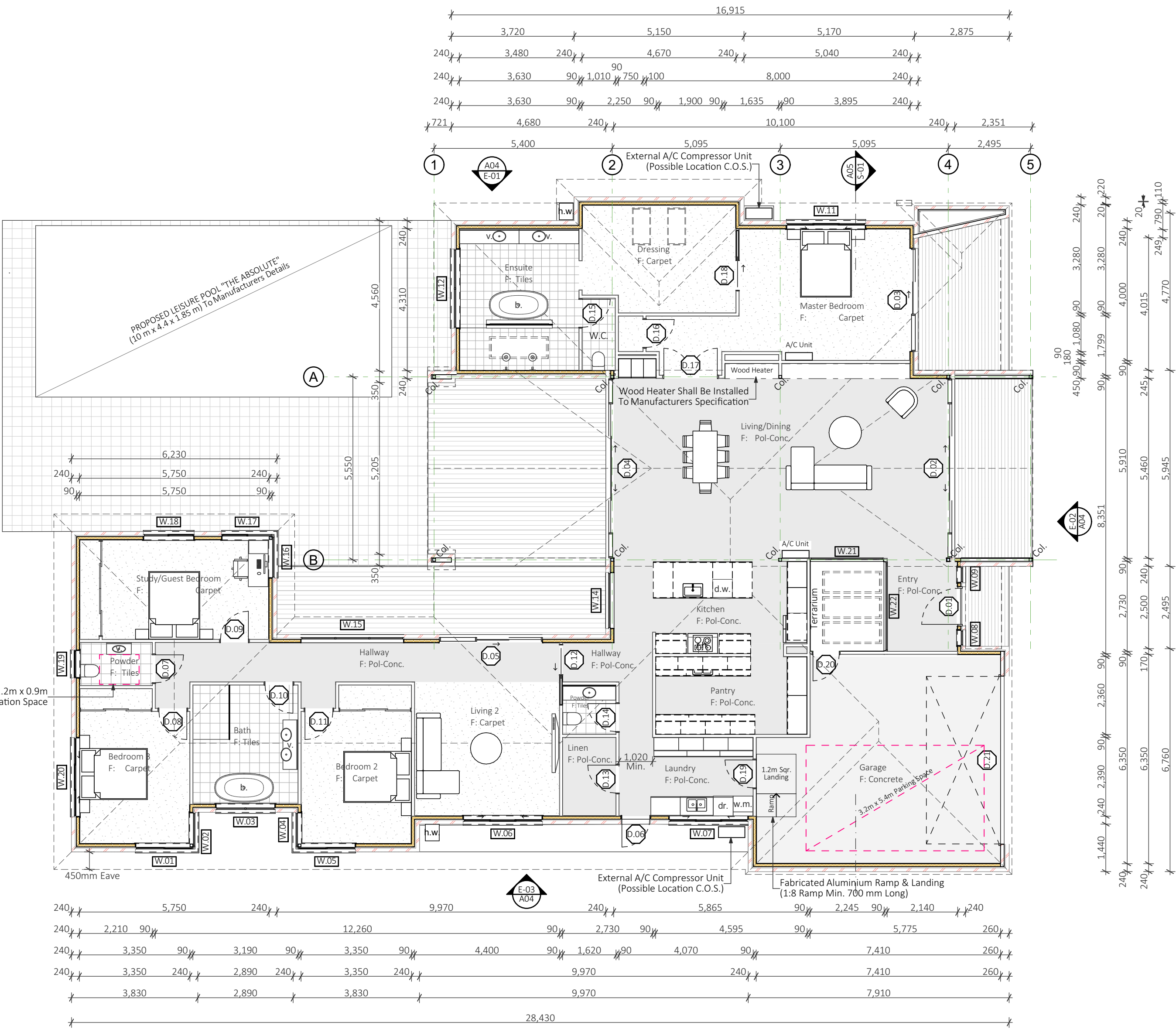


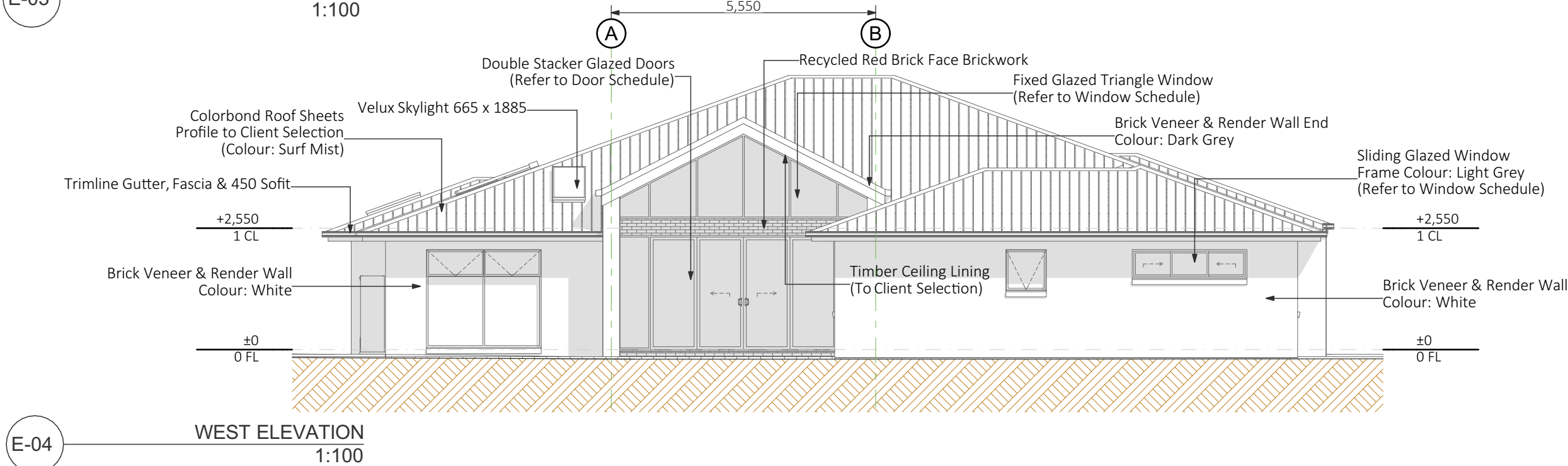
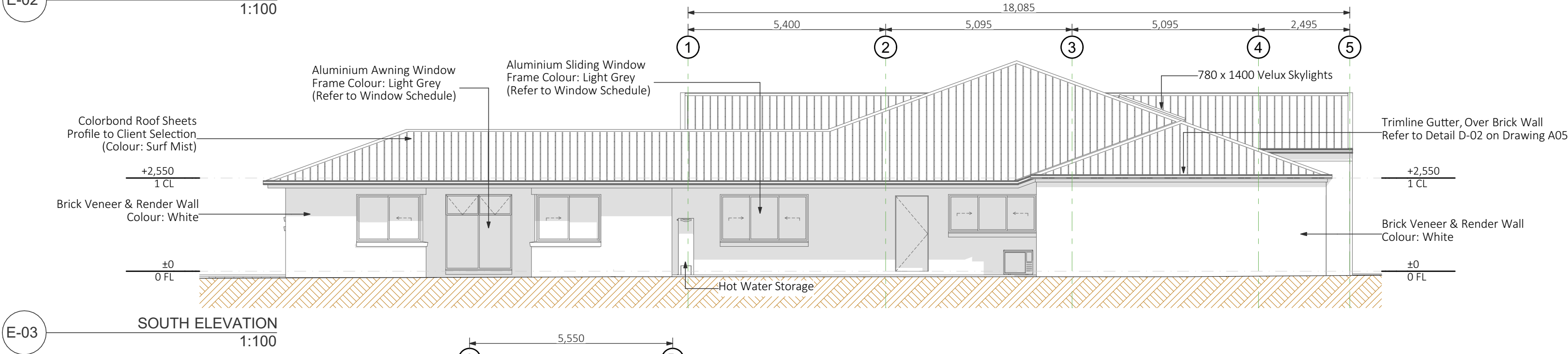
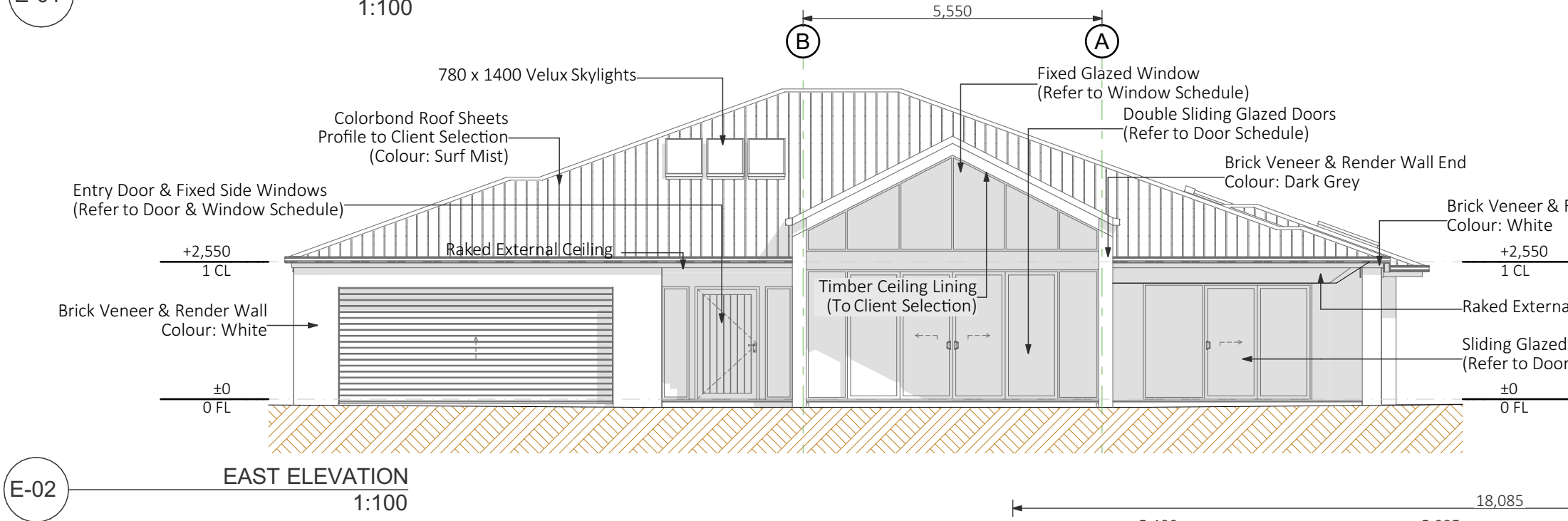
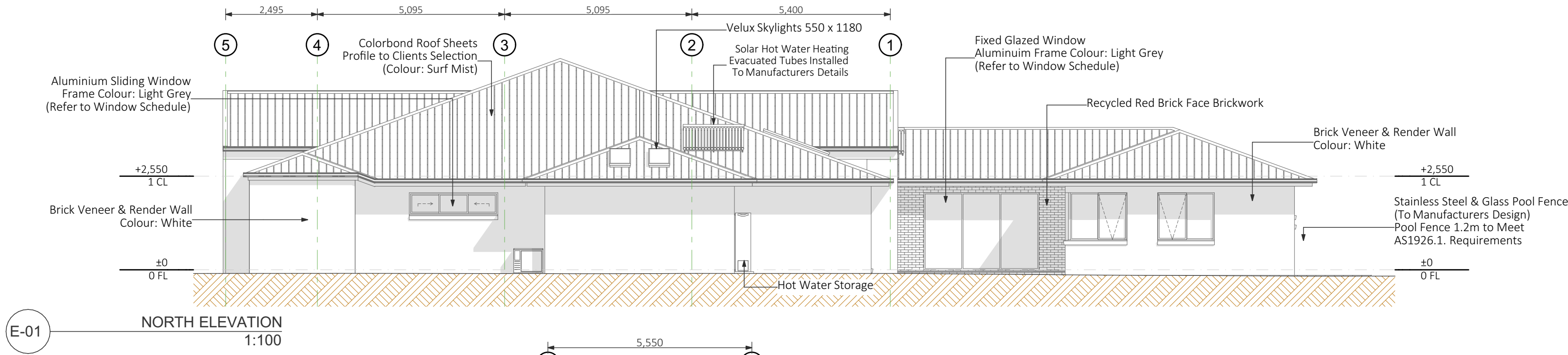
BUILDING ANALYSIS	
Living Area:	292.52m <sup>2</sup>
Garage:	45.21m <sup>2</sup>
Total Building Area:	337.73m <sup>2</sup>
Total Veranda/Decking:	81.82m <sup>2</sup>

- NOTE:**
- For General Notes, Refer to Drawing A01
  - For all Structural Components, Refer to the Structural Engineers Drawing & Details
  - All work shall be carried out in accordance with the Relevant Standard, NCC or Authority Regulations
  - All Proprietary Systems shall be install to the Manufactuers Technical Installation Details, Specification and the Like.

Scale 1:100 1.0 0 2.0 4.0 6.0m

1. FLOOR PLAN 1:100





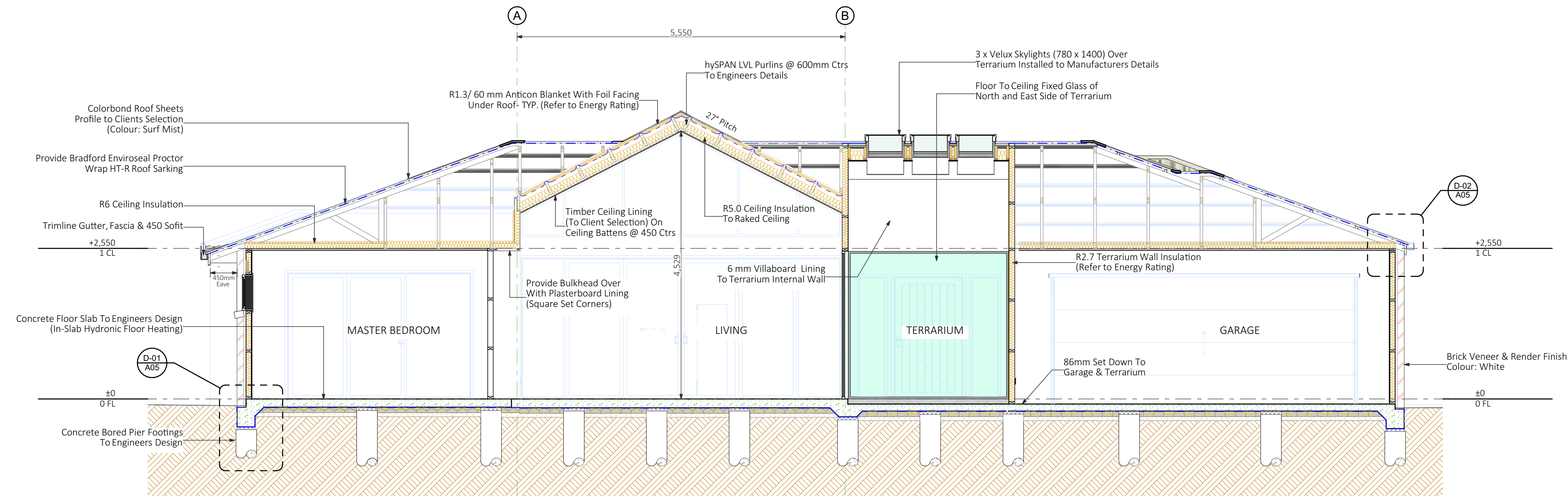
**NOTE:**

1. For General Notes, Refer to Drawing A01
2. For all Structural Components, Refer to the Structural Engineers Drawing & Details
4. All work shall be carried out in accordance with the Relavant Standard, NCC or Authority Regulations
5. All Proprietary Systems shall be install to the Manufacturers Technical Installation Details, Specification and the Like.

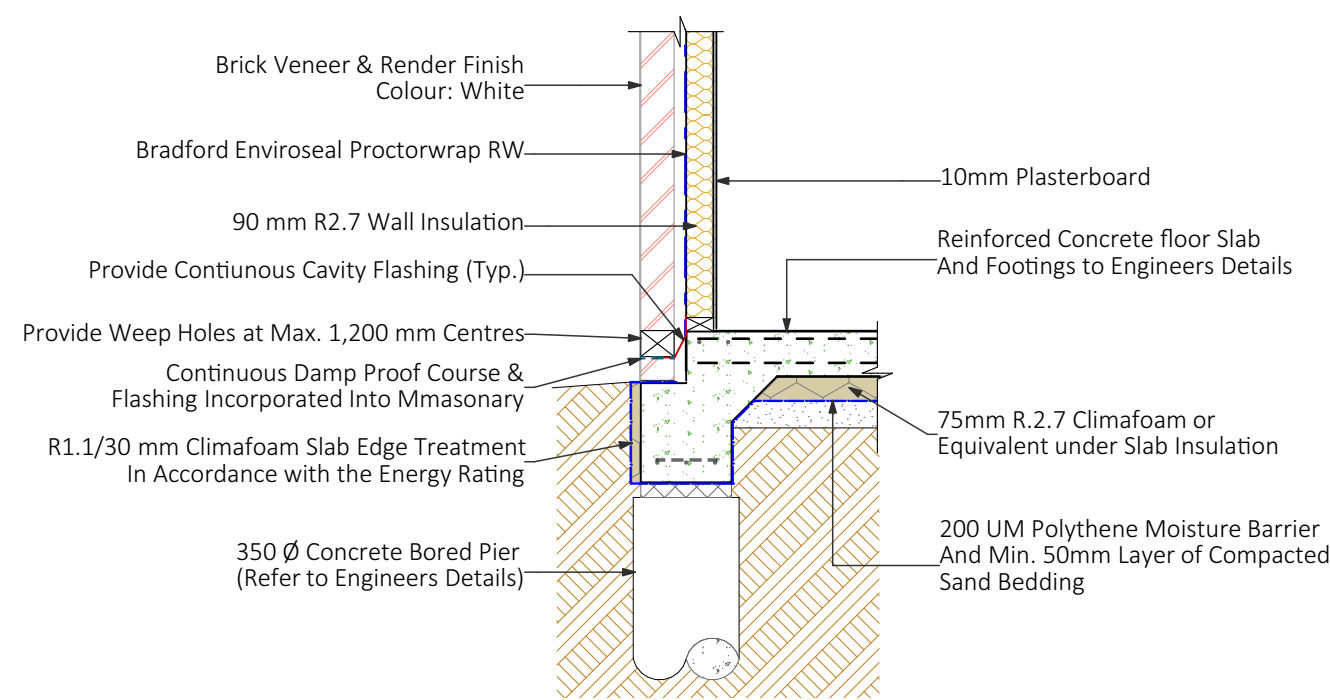
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	<b>BUILDING PRACTITIONER</b> REG. NO.: DP-AD 28856 PO BOX 1218 SALE, 3850 ABN: 12 279 925 943 P: 03 5144 5761 M: 0417 314 581 E: ray@alcdrafting.com.au		CLIENT: <b>MATT GOODWIN &amp; LAURA WAITES</b>			DWG. TITLE: <b>ELEVATIONS</b>		
			PROJECT: <b>PROPOSED DWELLING</b>			DATE: <b>14/05/2025</b>	JOB No.: <b>1766 [a]-25</b>	DRAWING No.: <b>A04</b>
			ADDRESS: <b>Lot 8 MONTROSE COURT, EAGLE POINT VIC. 3878</b>			SHEET: <b>A2</b>	SCALE: <b>1:100</b>	DRAWN: <b>RWC</b>
						REVISION	DATE	DESCRIPTION

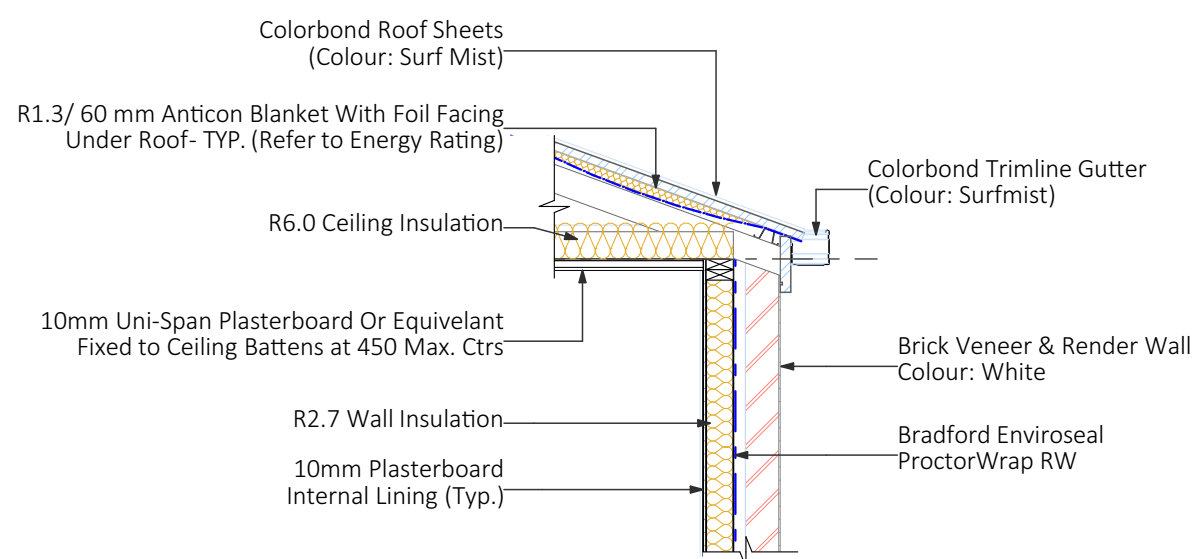




S-01 SECTION 1:50



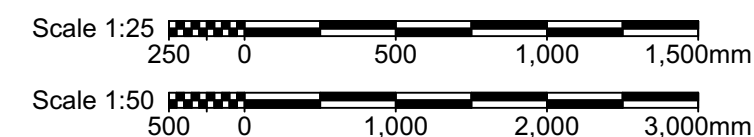
D-01 DETAIL 1:25



D-02 DETAIL 1:25

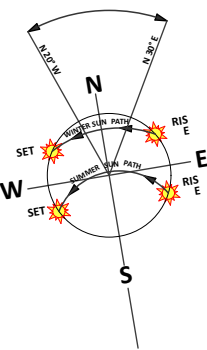
**NOTE:**

1. For General Notes, Refer to Drawing A01
2. For all Structural Components, Refer to the Structural Engineers Drawing & Details
3. Ensure Insulation Types and RValues to Ceilings and Walls comply with Arrow Energy Rating Documentation
4. All work shall be carried out in accordance with the Relavant Standard, NCC or Authority Regulations
5. All Proprietary Systems shall be install to the Manufacturers Technical Installation Details, Specification and the Like.

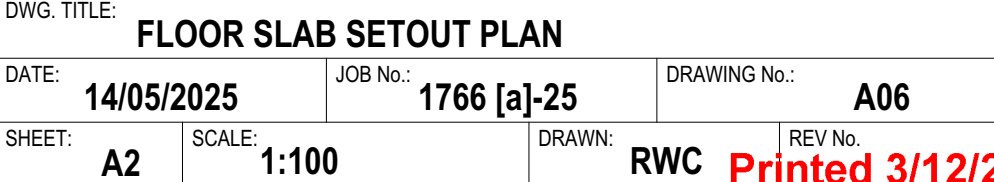


 <div>BUILDING DESIGN &amp; DRAFTING</div>	<div>BUILDING PRACTITIONER REG. NO.: DP-AD 28856 PO BOX 1218 SALE, 3850 ABN: 12 279 925 943 P: 03 5144 5761 M: 0417 314 581 E: ray@alcdrafting.com.au</div>	 <div>Design Matters National</div> <div>The peak body for the building design profession Member</div>	CLIENT: MATT GOODWIN & LAURA WAITES						DWG. TITLE: SECTION & DETAIL						
			PROJECT: PROPOSED DWELLING						DATE: 14/05/2025		JOB No.: 1766 [a]-25		DRAWING No.: A05		
			ADDRESS: Lot 8 MONTROSE COURT, EAGLE POINT VIC. 3878						SHEET: A2		SCALE: 1:50, 1:25		DRAWN: RWC		REV No.
						REVISION	DATE	DESCRIPTION							

Printed 3/12/2



1. For General Notes, Refer to Drawing A01
2. For All Structural Components, Refer to the Structural Engineers Drawing & Details
4. All work shall be carried out in accordance with the Relevant Standard, NCC or Authority Regulations
5. All Proprietary Systems shall be install to the Manufacturers Technical Installation Details, Specification and the Like



DOWNPIPE CALCULATION:

AS3500.3 Clause 3.4.3 Roof:	(a) ARI 20 Year
Table 3.1:	130 mm/hr
Figure E6:	
Ac = Ah F	
Ah = Plan Roof Area	377.1 m2
F = Slope Factor Table 3.2 @ 20° Pitch	1.18
Ac = Catchment Area:	445 m2
Gutter Fall:	≥ 1:500
Gutter Cross Section:	6244 mm2
Figure 3.5(A)	47 m2 / Downpipe
Total No. Downpipe Required:	= 9.47 (10)
Table 3.3: Downpipe Size:	100Ø or 100 x 75

Downpipes Provided to Roof:	10
Area Roof to Box Gutters or similar	89.7 m2
Box Gutter & downpipes detail to be provided by the Engineer	

ROOFING MATERIALS:

Item:	Description	Colour
Roof Sheet	Colorbond Trimdek or Corrugated	Surf Mist
Gutters	Colorbond Trimline - Slotted	Surf Mist
Ridge Capping	Colorbond	Surf Mist
Barge Capping	Colorbond	Surf Mist
Fascia	Colorbond Novaline	Surf Mist
Barge Boards	Colorbond Novaline	Surf Mist

ROOF VENTILATION:

NCC Part 10.8 Condensation Management  
10.8.3 Ventilation of Roof Space:

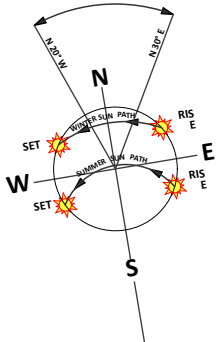
Roof Pitch = 20 deg.	
Roof Length =	35.4 m
Vents at Eaves: 35.4 m x 7,000 mm2/m	247,800 mm2
Vents at Ridge: 35.4 m x 5,000 mm2/m	177,000 mm2

Eaves Vents:	@ 35,000 mm2 ea.
Ridge Vents:	@ 62,500 mm2 ea.

Number of Vents Required:	
Eave Vents Required	
247,800 mm2 / 35,000 mm2	= 7.1 (8)
Ridge Vents Required	
177,000 mm2 / 62,500 mm2	= 2.8 (3)

VENT LEGEND:

- 300Ø Bradford Windmaster Roof Ventilator - 62,500 mm2
- 418 x 220 Bradford Metal Eave Vent - 35,000 mm2



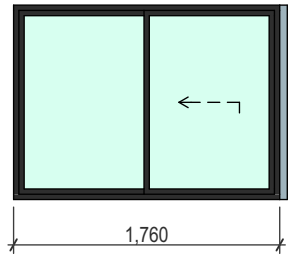
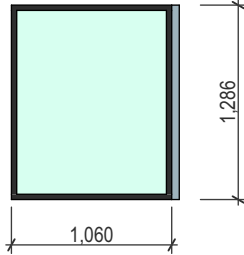
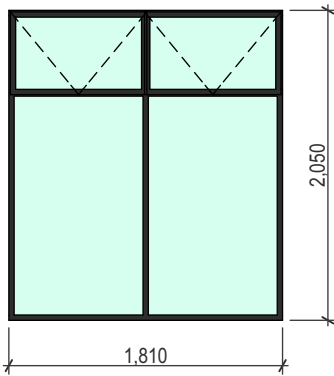
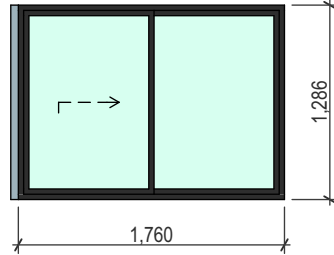
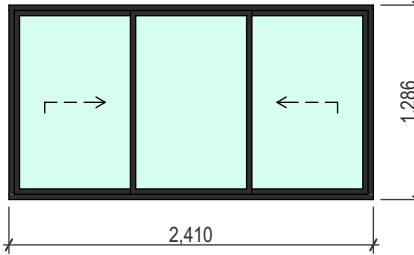
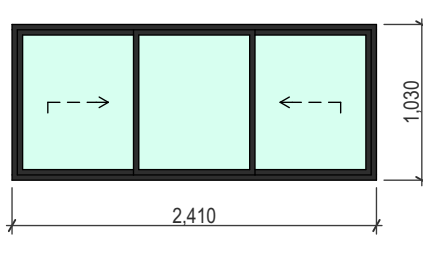
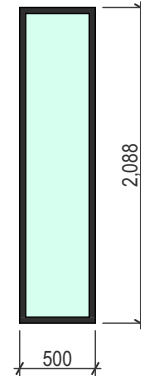
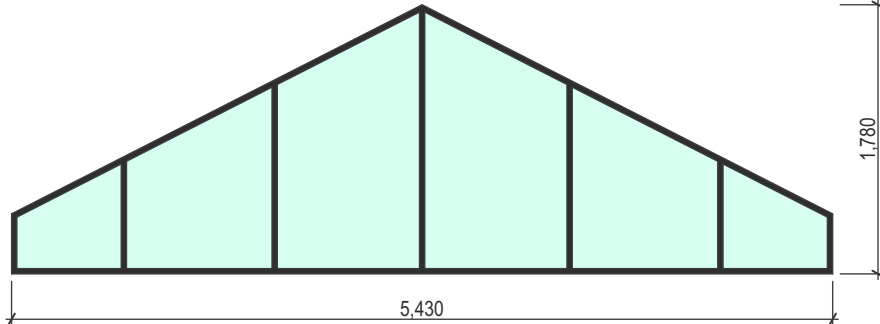
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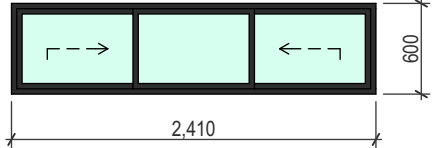
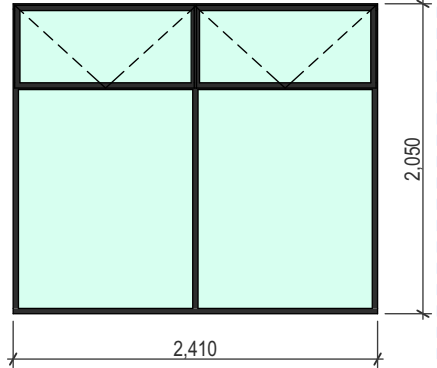
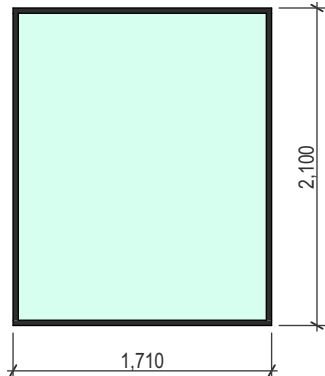
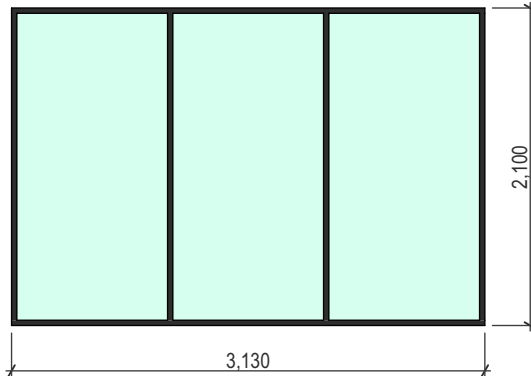
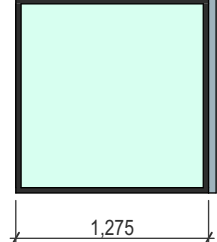
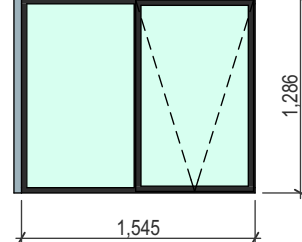
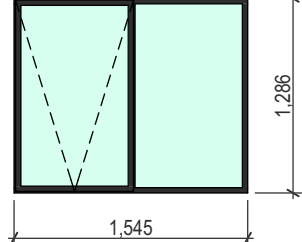
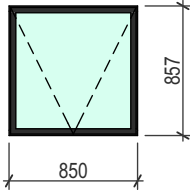
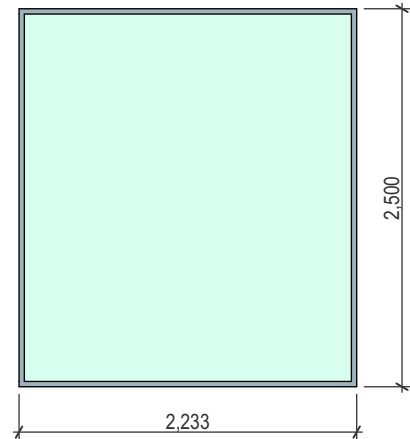
- For General Notes, refer to drawing A02
- Roof drainage system shall comply with AS 3500.3-2015
- The installation of metal roof sheeting shall comply with AS 1562.1-2018
- All fixings shall be installed in accordance with the manufacturer's specifications
- All projections such as pipes or the like that pass through the roof surface shall be adequately flashed. If required where necessary all cut sheet shall be supported by additional roof framing members.
- All debris, such as cement mortar, and in particular, metal clippings and filings be removed from the roof and adjacent eaves and gutters daily during construction.

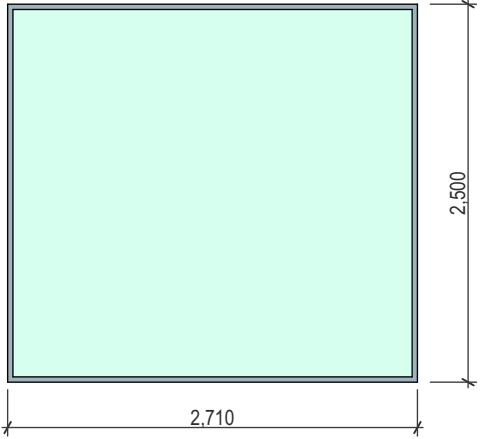
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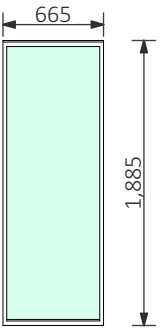
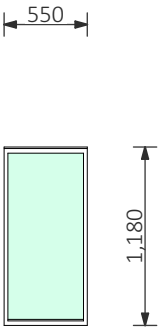
 <div><b>BUILDING DESIGN &amp; DRAFTING</b></div>	<b>BUILDING PRACTITIONER REG. NO.: DP-AD 28856</b>  <b>PO BOX 1218 SALE, 3850 ABN: 12 279 925 943</b>  <b>P: 03 5144 5761 M: 0417 314 581 E: ray@alcdrafting.com.au</b>	 <div><b>Design Matters</b> <small>National</small> <small>The peak body for the building design profession Member</small></div>	CLIENT:	<b>MATT GOODWIN &amp; LAURA WAITES</b>						DWG. TITLE: <b>ROOF PLAN</b>							
			PROJECT:	<b>PROPOSED DWELLING</b>						DATE: <b>22/05/2025</b>		JOB No.: <b>1766 [a]-25</b>		DRAWING No.: <b>A07</b>			
			ADDRESS:	<b>Lot 8 MONTROSE COURT, EAGLE POINT VIC. 3878</b>						SHEET: <b>A2</b>		SCALE: <b>1:100</b>		DRAWN: <b>RWC</b>		REV No. <b>Printed 3/12/2025</b>	
										REVISION		DATE		DESCRIPTION			



Window Schedule																
Elevation																
Window ID	W.01		W.02 & W.04		W.03		W.05		W.06		W.07		W.08 & W.09		W.10 & W.13	
Quantity	1		2		1		1		1		1		2		2	
Window Type	Sliding		Fixed		Upper Transom Top hung, bottom Transom fixed		Sliding		Sliding		Sliding		Fixed		Fixed	
Height	1,286		1,286		2,050		1,286		1,286		1,030		2,088		1,780	
Width	1,760		1,060		1,810		1,760		2,410		2,410		500		5,430	
Glazing	DG 4-12Ar-4ET		DG 4-12Ar-4ET		DG 4-12Ar-4ET		DG 4-12Ar-4ET		DG 4-12Ar-4ET		DG 4-12Ar-4ET		DG 4-12Ar-4ET		DG 4-12Ar-4ET	
U / SHGC Values	3.09/0.56		2.26/0.1		3.14/0.49		3.09/0.56		3.09/0.56		3.09/0.56		2.26/0.61		2.26/0.61	
Notes	Aluminium Frame		Site Measure to Suit Opening Aluminium Frame		Aluminium Frame		Aluminium Frame		Aluminium Frame		Aluminium Frame		Site Measure to Suit Opening Aluminium Frame		Site Measure to Suit Opening Aluminium Frame	

Window Schedule									
Elevation									
Window ID	W.11 & W.20	W.12	W.14	W.15	W.16	W.17	W.18	W.19	W.21
Quantity	2	1	1	1	1	1	1	1	1
Window Type	Sliding	Upper Transom Top hung, bottom Transom fixed	Fixed	Fixed	Fixed	Fixed & Top Hung	Fixed & Top Hung	Top Hung	
Height	600	2,050	2,100	2,100	1,286	1,286	1,286	857	2,500
Width	2,410	2,410	1,710	3,130	1,275	1,545	1,545	850	2,233
Glazing	DG 4-12Ar-4ET	DG 4-12Ar-4ET	DG 4-12Ar-4ET	DG 4-12Ar-4ET	DG 4-12Ar-4ET	DG 4-12Ar-4ET	DG 4-12Ar-4ET	DG 4-12Ar-4ET	SG Clear Toughened or laminated Glass
U / SHGC Values	3.09/0.56	3.14/0.49	2.26/0.61	2.26/0.61	2.26/0.61	3.14/0.49	3.14/0.49	3.14/0.49	N/A
Notes	Aluminium Frame	Aluminium Frame	Site Measure to Suit Opening Aluminium Frame	Aluminium Frame	Site Measure to Suit Opening Aluminium Frame	Aluminium Frame	Aluminium Frame	Aluminium Frame	Site Measure to Suit Opening Aluminium Frame

Window Schedule	
Elevation	
Window ID	W.22
Quantity	1
Window Type	
Height	2,500
Width	2,710
Glazing	SG Clear Toughened or laminated Glass
U / SHGC Values	N/A
Notes	Site Measure to Suit Opening Aluminium Frame

Skylight Schedule	
Elevation:	 
Skylight ID:	SL.01, SL.02, SL.03 & SL.06SL.04, & SL.05
QTY:	42
Skylight Type:	Flat Panel SkylightFlat Panel Skylight
Height:	1,8851,180
Width:	665550
Glazing:	3mm LoE366 / 8.5Ar / 5.36 Clr La3mm LoE366 / 8.5Ar / 5.36 Clr La
U / SHGC Values:	2.58 / 0.242.58 / 0.24
Notes:	

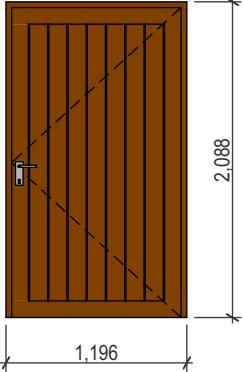
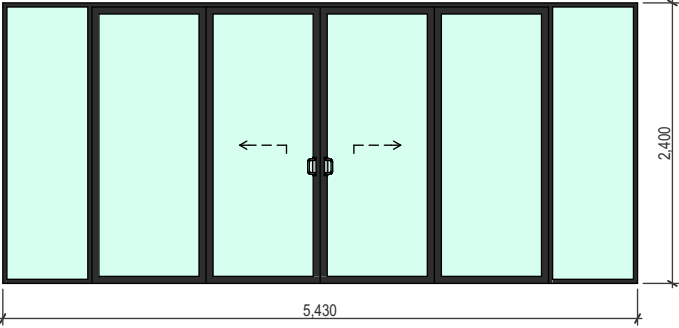
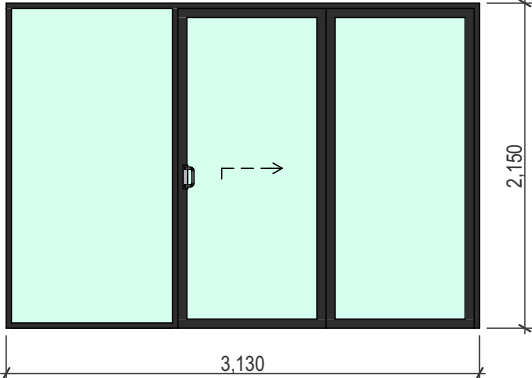
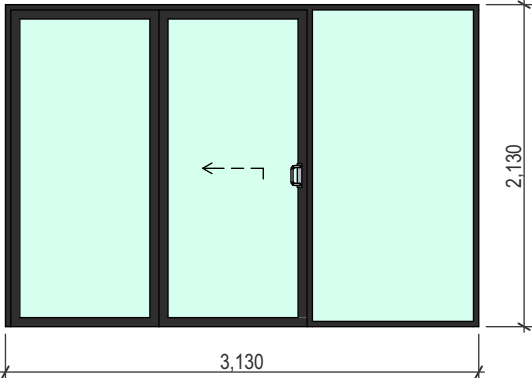
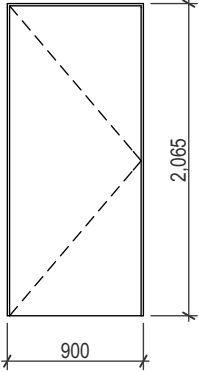
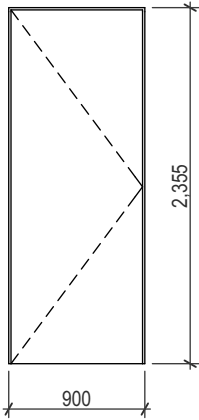
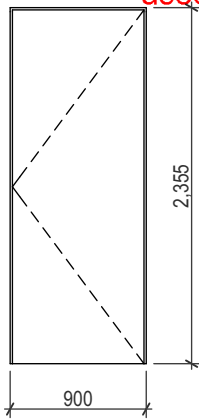
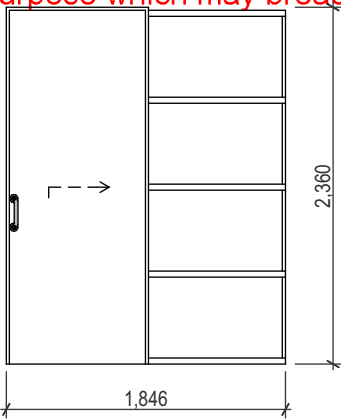
EXTERNAL GLAZING ELEMENTS: (BAL 12.5)

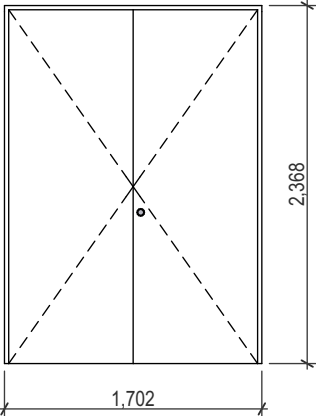
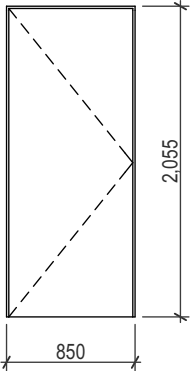
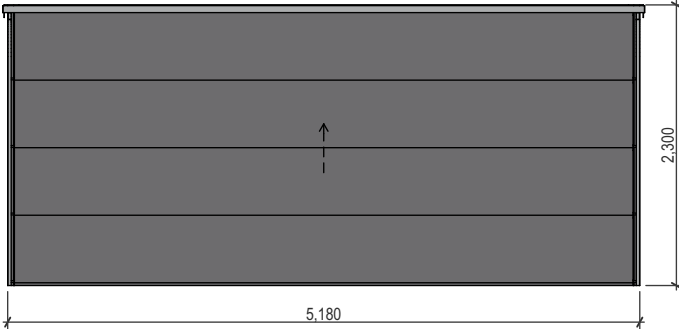
- All external glazed elements and assemblies and external glazed doors shall be installed to comply with AS 3959-2009 (Inc. Amendments 1, 2 & 3) Sections 3 and Clauses 5.2 - 5.8
- Screens to windows and doors shall have a mesh or perforated sheet with a minimum aperture of 2 mm, made from corrosion-resistant steel, bronze or aluminium. Gaps between the perimeter of the screen assembly and the building element to which it is fitted shall not exceed 3mm.
- The Frame supporting the mesh or perforated sheet shall be made from -
  - metal; or
  - bushfire-resisting timber (see Appendix F); or
  - a timber species as specified in Paragraph E2, Appendix E.
- Window assemblies shall comply with one of the following;
  - They shall be completely protected by a bushfire shutter that complies with Clause 5.5.1; or
  - They shall be completely protected externally by a screen that complies with Clause 5.5.1A.
- Where glazing is less than 400 mm from the ground or less than 400 mm above a deck, carport roofs, awning and similar element or fittings having an angle less than 18° to the horizontal and extending more than 110 mm in width from the window frame (see Figure D3, Appendix D) the glazing shall be Grade A safety glass minimum 4 mm thickness, or glass blocks with no restriction on glazing methods.
- Further information and construction details should be sourced from AS 3959-2009 and in particular Section 3 and Section 5

WINDOW & DOOR NOTES:

- For General Notes, refer to drawing A01
- Glazing including safety glazing shall be installed to a size, type, and thickness to comply with NCC 2019 BCA Vol. 2 Part 3.6 for Class 1 and 10 buildings within a design wind speed of not more than N3; and NCC 2019 BCA Vol. 1 Part J1.5 for Class 2 to 9 buildings.
- All glazing in bathrooms, ensuites, spar rooms or the like, including shower doors, shower screens, bath enclosures and associated windows where the lowest sightline of less than 2.0 meters above the floor must be A Grade Safety Glazing and comply with NCC Vol. 2 Part 3.6.4.5
- Window sizes nominated are nominal only. Actual sizes may vary according to manufacturer.
- Refer to the Energy Rating for Window Manufacturer, Glazing types, U value & SHGC values
- Door and windows sizes on this schedule are nominal, all opening for doors and windows shall be site measured and verified by the builder prior to manufacture
- All windows shall be flashed all around.
- Windows and Doors on this schedule U.N.O. are viewed from Outside.
- Samples or Brochures of Door and Window furniture shall be provided to the client for approval prior to purchase.
- Door Sills shall be recessed into the floor frame as required to finish flush with floors to eliminate trip hazards.



Door Schedule									
Elevation									
Door ID	D.01	D.02 & D.04	D.03	D.05	D.06, D.09, D.11, D.13, D.14 & D.19	D.06, D.09, D.11, D.13, D.14 & D.19	D.07, D.08, D.10, D.15 & D.16	D.12 & D.18	
Quantity	1	2	1	1	1	5	5	2	
Door Type	Hinded	Sliding Door	Sliding Door	Sliding Door	Hinged Door	Hinged Door	Hinged Door	Cavity Sliding Door	
Opening Height	2,050	2,400	2,150	2,130	2,050	2,340	2,340	2,340	
Opening Width	1,120	5,430	3,130	3,130	870	870	870	920	
Glazing	N/A	DG 4-12Ar-4ET	DG 4-12Ar-4ET	DG 4-12Ar-4ET	N/A	N/A	N/A	N/A	
U / SHGC Values	N/A	3.16/0.58	3.16/0.58	3.16/0.58	N/A	N/A	N/A	N/A	
Notes	Timber Frame	Aluminium Frame	Aluminium Frame	Aluminium Frame	Timber Frame	Timber Frame	Timber Frame	Timber Frame	

Door Schedule			
Elevation			
Door ID	D.17	D.20	D.21
Quantity	1	1	1
Door Type	Double Hinged Internal Door	Hinged Door	Tilt Panel Garage Door
Opening Height	2,340	2,040	2,250
Opening Width	1,646	820	5,100
Glazing	N/A	N/A	N/A
U / SHGC Values	N/A	N/A	N/A
Notes	Timber Framed	Timber Framed	Metal Framed

















EXTERNAL GLAZING ELEMENTS: (BAL 12.5)

- All external glazed elements and assemblies and external glazed doors shall be installed to comply with AS 3959-2009 (Inc. Amendments 1, 2 & 3) Sections 3 and Clauses 5.2 - 5.8
- Screens to windows and doors shall have a mesh or perforated sheet with a minimum aperture of 2 mm, made from corrosion-resistant steel, bronze or aluminium. Gaps between the perimeter of the screen assembly and the building element to which it is fitted shall not exceed 3mm.
- The Frame supporting the mesh or perforated sheet shall be made from -
  - metal; or
  - bushfire-resisting timber (see Appendix F); or
  - a timber species as specified in Paragraph E2, Appendix E.
- Window assemblies shall comply with one of the following;
  - They shall be completely protected by a bushfire shutter that complies with Clause 5.5.1; or
  - They shall be completely protected externally by a screen that complies with Clause 5.5.1A.
- Where glazing is less than 400 mm from the ground or less than 400 mm above a deck, carport roofs, awning and similar element or fittings having an angle less than 18° to the horizontal and extending more than 110 mm in width from the window frame (see Figure D3, Appendix D) the glazing shall be Grade A safety glass minimum 4 mm thickness, or glass blocks with no restriction on glazing methods.
- Further information and construction details should be sourced from AS 3959-2009 and in particular Section 3 and Section 5

WINDOW & DOOR NOTES:

- For General Notes, refer to drawing A01
- Glazing including safety glazing shall be installed to a size, type, and thickness to comply with NCC 2019 BCA Vol. 2 Part 3.6 for Class 1 and 10 buildings within a design wind speed of not more than N3; and NCC 2019 BCA Vol. 1 Part J1.5 for Class 2 to 9 buildings.
- All glazing in bathrooms, ensuites, spar rooms or the like, including shower doors, shower screens, bath enclosures and associated windows where the lowest sightline of less than 2.0 meters above the floor must be A Grade Safety Glazing and comply with NCC Vol. 2 Part 3.6.4.5
- Window sizes nominated are nominal only. Actual sizes may vary according to manufacturer.
- Refer to the Energy Rating for Window Manufacturer, Glazing types, U value & SHGC values
- Door and windows sizes on this schedule are nominal, all opening for doors and windows shall be site measured and verified by the builder prior to manufacture
- All windows shall be flashed all around.
- Windows and Doors on this schedule U.N.O. are viewed from Outside.
- Samples or Brochures of Door and Window furniture shall be provided to the client for approval prior to purchase.
- Door Sills shall be recessed into the floor frame as required to finish flush with floors to eliminate trip hazards.

LIGHTING & POWER SCHEDULE

ITEM:	QTY:	SYMBOL:
Switchboard / Sub-Board	1	
LED Recessed Sealed Downlight IC-E(4) - 14W	64	
LED Recessed External Downlight- 10W	17	
Flush Mount LED Light -20W	4	
LED Pendant Cluster- 40W	2	
LED Up/Down Wall Light- External 18W	7	
Ceiling Exhaust Fan / Range Hood (See Note 10)	5	
Light Switch	29	
Two Way Light Switch	4	
10 Amp Double GPO	34	
Weather Proof Double 10 Amp GPO	2	
TV Outlet	6	
Ceiling Fan	8	
Smoke Alarm (See notes 7 & 8)	2	
Manhole Access Panel	2	
Hot Water Service	2	

ENERGY EFFICIENCY

NCC 2019 vol. 2 PART 3.12.5.5 ARTIFICIAL LIGHTING  
Class 1a Building @ 293m² x 5 W/m² = 1465W max. Lamp Power Density  
64/LED Sealed Downlights @ 14W ea. = 896W  
2/LED Pendant Cluster Light @ Max. 40W ea. = 80W  
Design Lamp Power Density for Living Area = 976W

Outdoor Area & Veranda @ 82m² x 4W/m² = 328W max. Lamp Power Density  
17/LED Recessed External Downlight @ 10W ea. = 170W  
8/LED Up/Down Wall Light @ 18W ea. = 144W  
Design Lamp Power Density for Outdoor Area & Veranda = 314W


Garage & Storage @ 46m² x 3W/m² = 138W max. Lamp Power Density  
5/Flush Mount LED Light @ 20W ea. = 100W

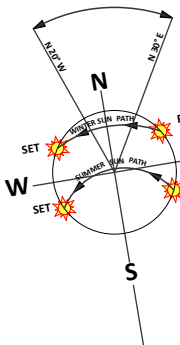
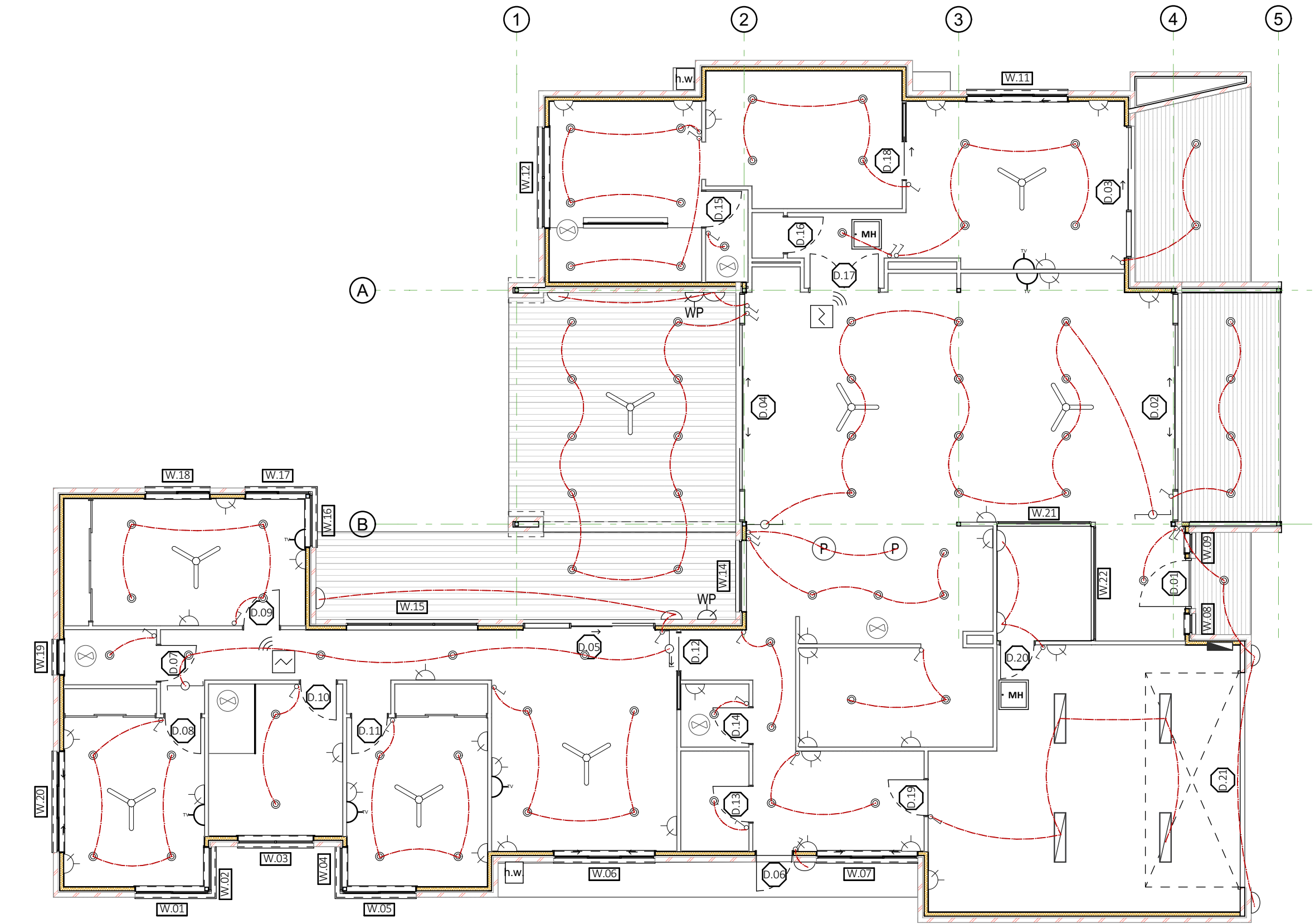
Total Allowance = 1931W Max. Lamp Power Density

Total Design Lamp Power Density = 1390W

ELECTRICAL NOTES:

- For General Notes refer to Drawing A01
- All Electrical installation shall comply with the Local Supply Authorities Regulations
- All Power Circuits shall be fitted with RCD at the Switchboard.
- All GPO's shall be mounted at 300 mm Above Floor Level U.N.O. with a nominated height (+ 1000)
- All Light Switches shall be mounted at 1000 mm Above Floor Level
- Samples of Lighting shall be provided to the client for approval prior to purchasing
- Smoke Alarms shall be Hard Wired with a Battery Back up
- Smoke Alarms shall be interconnected to ensure that if there is a fire in one part of the building, that the alarms will alert people to a fire.
- The Builder shall inform and co-ordinate with the Electrical Contractor for items needing power points and switches i.e. range hood, gas cooktop igniting, ceiling fans, roller door controllers etc. where required that are not shown on the plan.
- Ceiling Exhaust Fans shall be fitted with a sealing device such as Self-Closing Dampers or the like and ducted to atmosphere.

Scale 1:100 



0. RCP - LIGHTING & POWER  
1:100



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## Part 10.2 Wet area waterproofing

### 10.2.1: Wet areas

- Building elements in **wet areas** within a building must comply with the Act 1983 system.
- The **waterproofing system** in (1) must be either **waterproof** or **water resistant** in accordance with 10.2.2 to 10.2.6.

### 10.2.2: Shower area (enclosed and unenclosed)

- For a **shower area** with a hob, step-down or level threshold, the following applies:
  - The floor of the **shower area** must be **waterproof**, including any hob or step-down (see Figure 10.2.2); and
  - The walls of the **shower area** must be **waterproof** not less than 1800 mm above the floor substrate (see Figure 10.2.2).
  - Wall junctions and joints within the **shower area** must be **waterproof** not less than 40 mm either side of the junction (see Figure 10.2.2).
  - Wall/floor junctions within the **shower area** must be **waterproof** (see Figure 10.2.2).
  - Penetrations within the **shower area** must be **waterproof**.

### 10.2.3: Area outside shower area

- For concrete, compressed fibre-cement and fibre-cement sheet flooring, the floor of the room must be **water resistant**.
- For timber floors including particleboard, plywood and other timber based flooring materials, the floor of the room must be **waterproof**.
- Wall/floor junctions must be—
  - waterproof**; and
  - where a **flashing** is used, the horizontal leg must be not less than 40 mm.

### 10.2.5: Other areas

- For walls adjoining other types of **vessels** (e.g. sink, basin or laundry tub), the following applies:
  - Walls must be **water resistant** to a height of not less than 150 mm above the **vessel**, for the extent of the **vessel**, where the **vessel** is within 75 mm of a wall (see Figure 10.2.5).
  - Waterproof** wall junctions where a **vessel** is fixed to a wall.
  - Waterproof** tap and spout penetrations where they occur in surfaces required to be **waterproof** or **water resistant**.
- For laundries and WCs, the following applies:
  - The floor of the room must be **water resistant**.
  - Wall/floor junctions must be **water resistant**, and where a **flashing** is used, the horizontal leg must not be less than 40 mm.
- For WCs with handheld bidet spray installations, the following applies:
  - The floor of the room must be **waterproof**.
  - Walls must be—
    - waterproof** in WC area within a 900 mm radius from the wall connection of the handheld bidet spray device to a height of not less than 150 mm above the floor substrate; and
    - water resistant** in WC area within a 900 mm radius from the wall connection of the handheld bidet device to not less than 1200 mm above the finished floor level of the WC.
  - Wall junctions within the WC area within 900 mm radius from the wall connection of the handheld bidet spray device must be **waterproof**.
  - Wall/floor junctions within the WC area within 1000 mm radius from the wall connection of the handheld bidet spray device must be **waterproof**.
  - Penetrations in the WC area must be **waterproof**.

### 10.2.17: Enclosed showers with level threshold (without hob or set down)

- For enclosed showers without a stepdown or a **hob**, at the extremity of the **shower area**, a **waterstop** must be positioned so that its vertical leg finishes—
- where a **shower screen** is to be installed, not less than 5 mm above the finished floor level (see Figure 10.2.17); and
  - where the **waterstop** intersects with a wall or has a joint, the junction must be waterproof.

### 10.2.18: Unenclosed showers

- Unenclosed showers must be constructed as follows:
  - A **waterstop** must be installed a minimum horizontal distance of 1500 mm from the shower rose.
  - The vertical leg of the **waterstop** must finish—
    - flush with the top surface of the floor (see Figure 10.2.18); and
    - where the **waterstop** intersects with a wall or is joined—
      - the junction must be **waterproof**; or
      - the whole **wet area** floor must be waterproofed and drained to a **floor waste** as for the **shower area**.
- In the case of (1)(b)(i)(B), at doorways, where the height of the tiling angle needs to be adjusted for tiling purposes, the angle must be fixed with a sealant compatible with the waterproofing **membrane** without damaging the **waterproofing system**.

### 10.2.24 Flashings/junctions

**Flashings** must be installed in accordance with 10.2.2 to 10.2.5 and the following:

- Perimeter **flashings** to wall/floor junctions must have a—
  - vertical leg that extends a minimum of 25 mm above the finished floor level, except across doorways; and
  - horizontal leg that has a minimum width of not less than 50 mm.
- Where a **water resistant** substrate is used in conjunction with a **water resistant** surface material, a **waterproof** sealant must be installed at the substrate junction at the wall/floor junction.
- Perimeter **flashings** at a floor level opening must comply with the following:
  - Where the whole **wet area** floor is **waterproof**, at floor level openings, a **waterstop** must be installed that has a vertical leg finishing flush with the top of the finished floor level with the floor **membrane** being terminated to create a **waterproof** seal to the **waterstop** and to the perimeter **flashing** (see Figure 10.2.24).
  - In any other case, at a floor level opening a **waterstop** must be installed that has a vertical leg finishing flush with the top of the finished floor level and waterproofed to the perimeter **flashing**.

Further information regarding Waterproofing systems, Materials and water-resistant substrates can be found in NCC Volume 2 and the Housing Provisions Standard Part 10.2

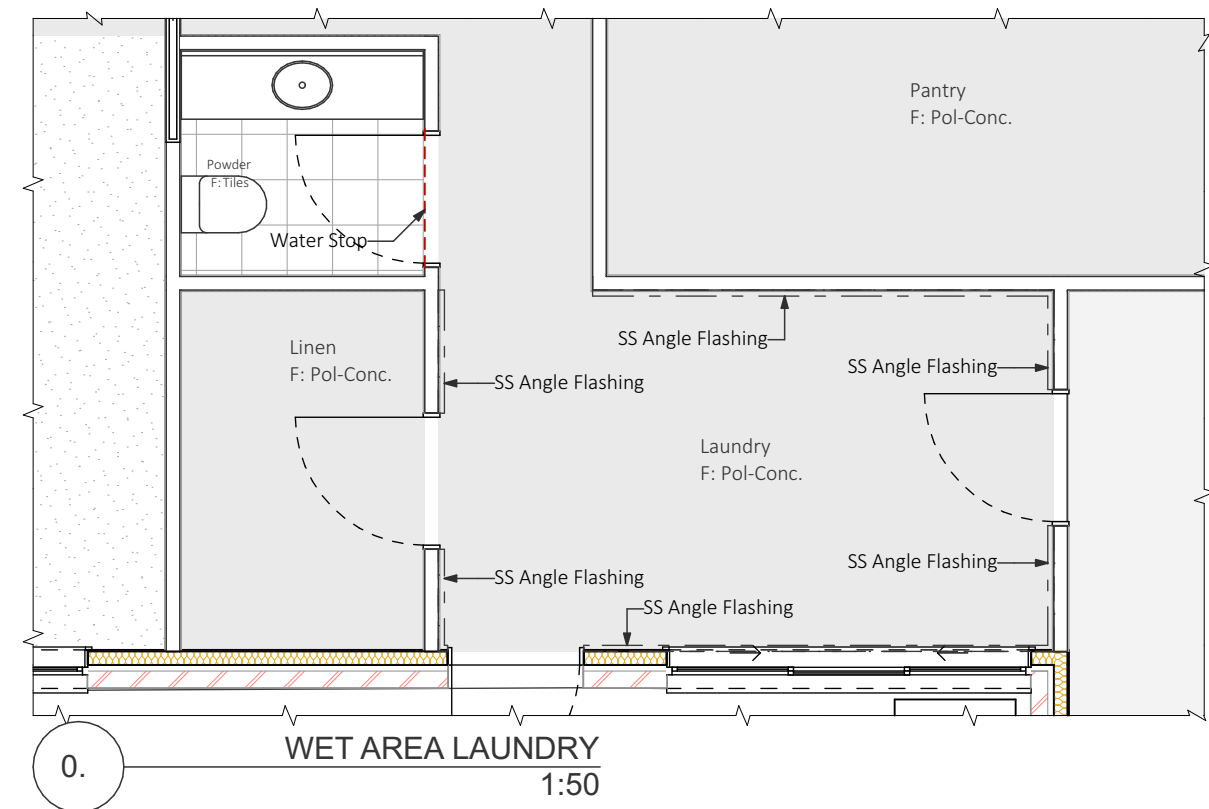
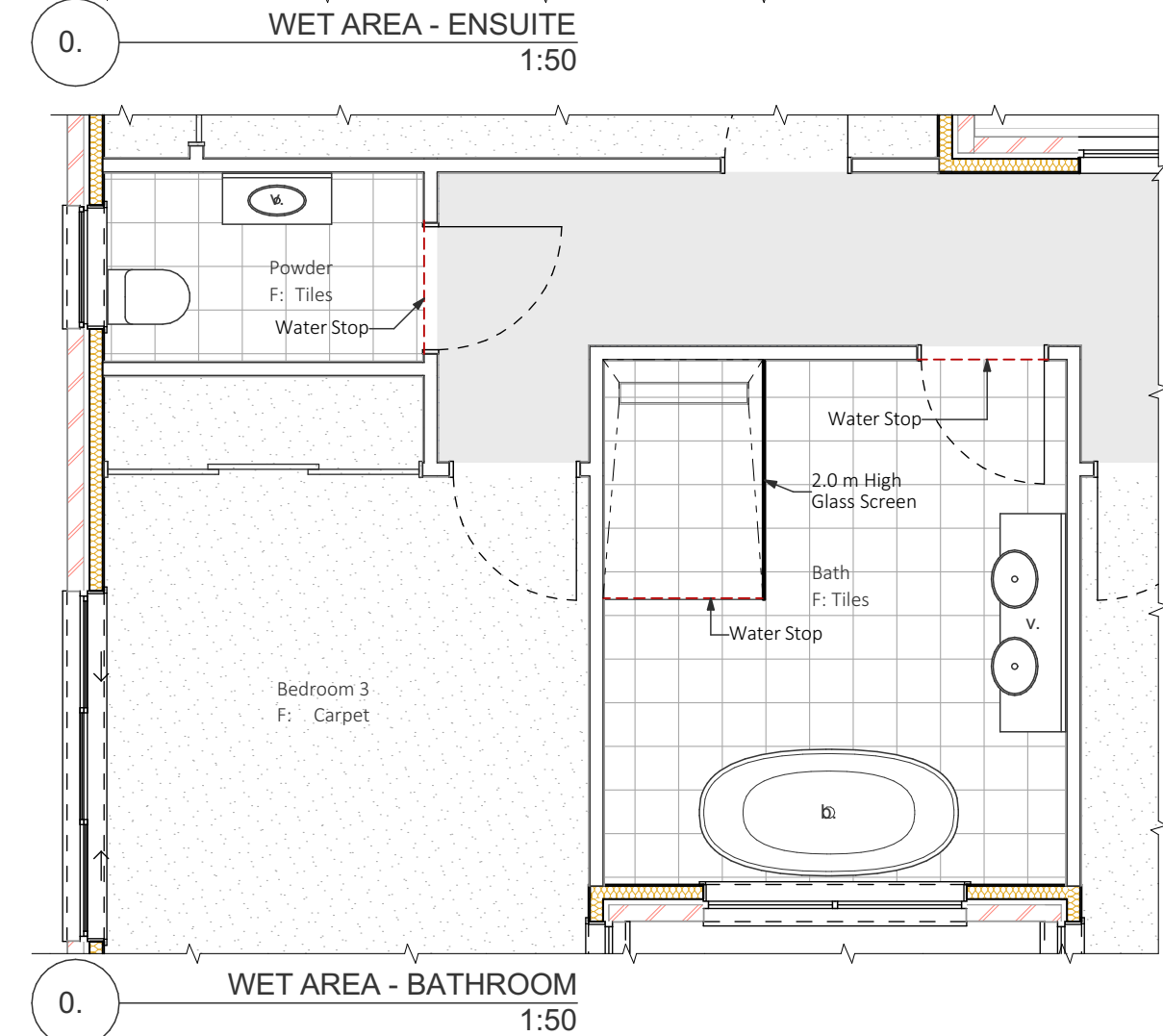
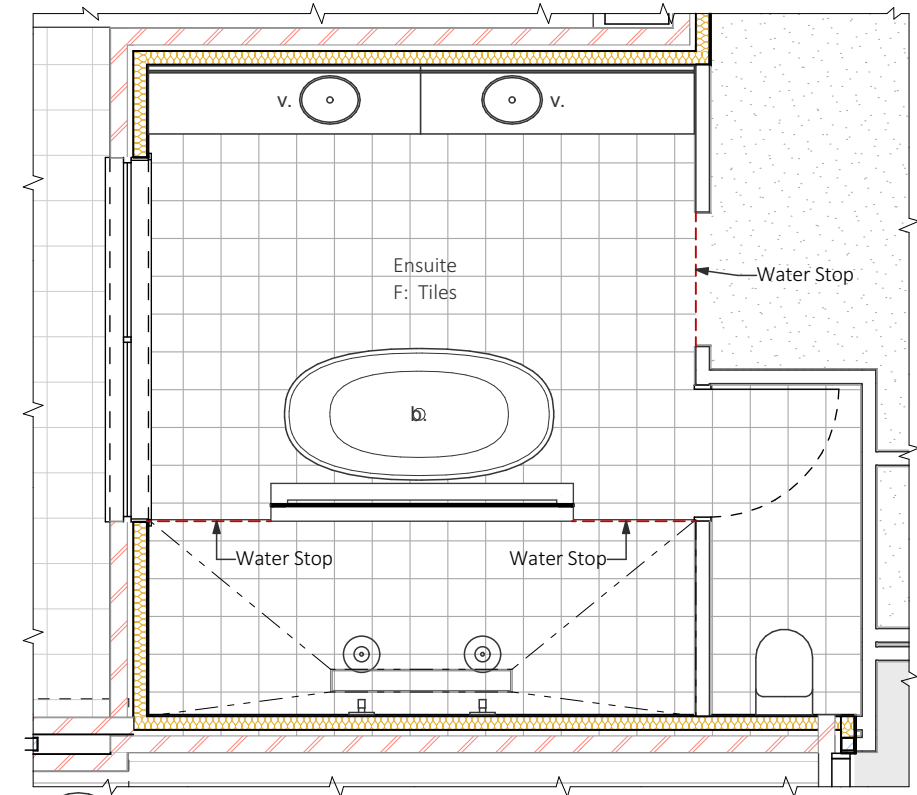
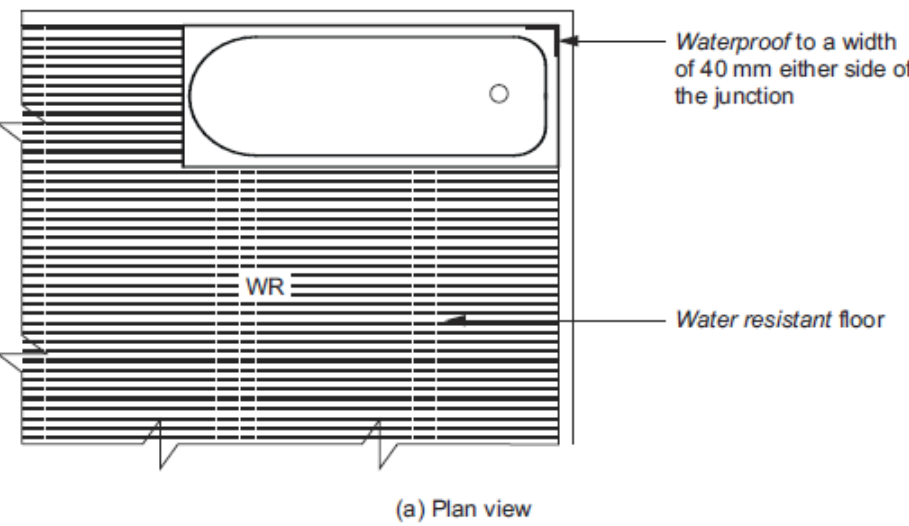


Figure 10.2.4a:

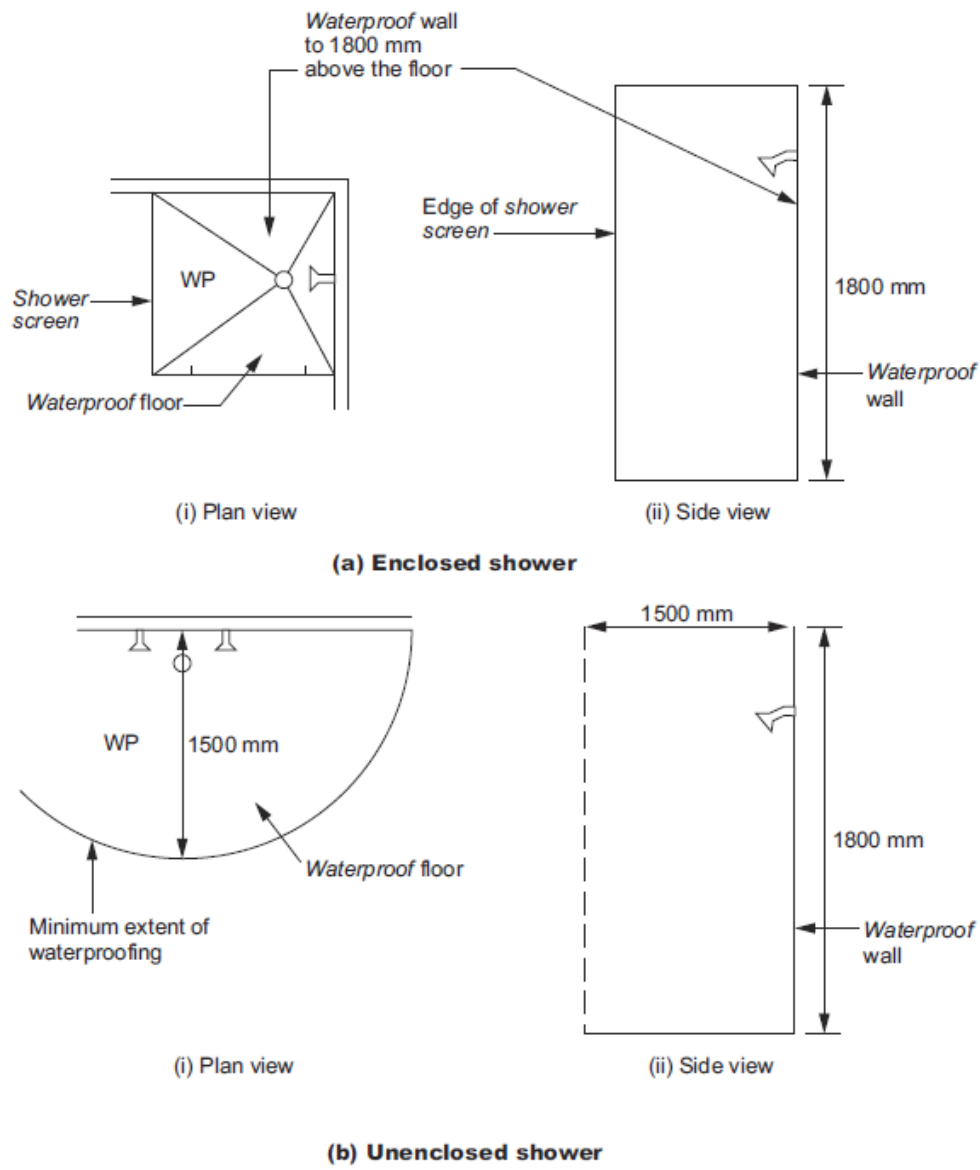
Areas adjacent to baths and spas without showers for concrete, compressed fibre-cement and fibre-cement sheet flooring



D-03 LAUNDRY FLASHING DETAIL 1:5

Figure 10.2.2:

Extent of treatment for shower areas — concrete compressed fibre-cement and fibre-cement sheet floors



### Figure Notes

Wall/floor junction heights are to be as per 10.2.2 to 10.2.6 (as applicable).

Figure 10.2.18 Typical termination of membrane at extent of shower area

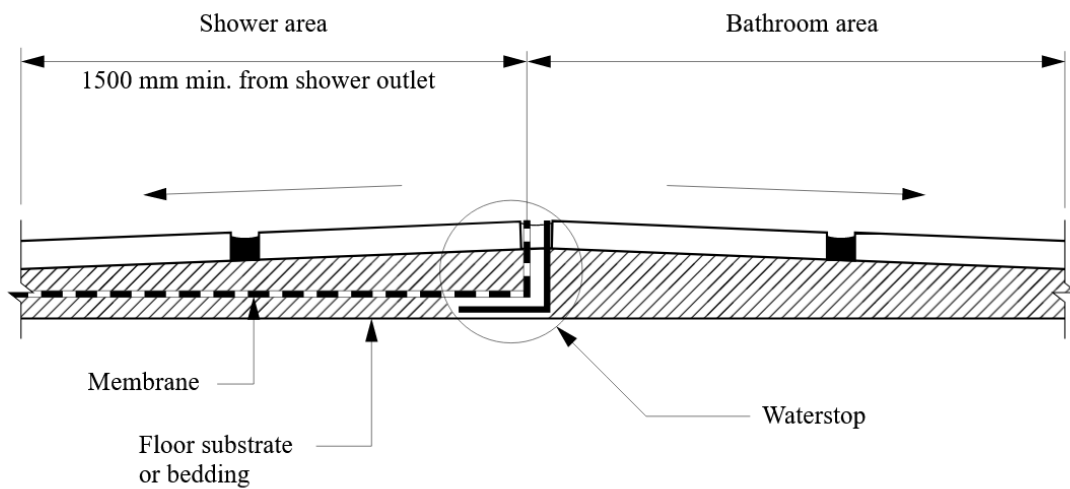
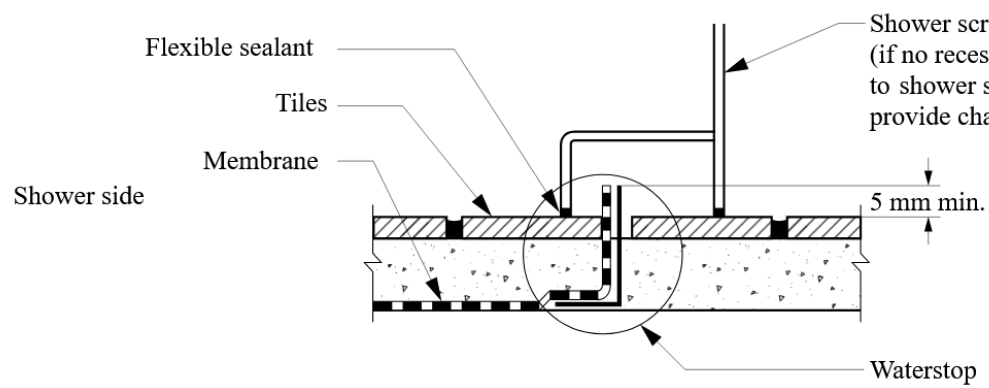


Figure 10.2.17 Typical hobless construction



Scale 1:5 50 0 100 200 300mm  
Scale 1:50 500 0 1,000 2,000 3,000mm



LIVABLE HOUSING DESIGN

- Part 1 Dwelling Access
- 1.1 Step free access path
- 1.1 (b) This is provided from within the garage, with a ramp from the garage floor into the dwelling. (Refer to Floor Plan Dwg. A03)
- 1.2 Parking Space Incorporated into Step-Free Access Path
- A parking space measuring 3,200 mm wide x 5,400 mm long is provided in the garage.
- Part 2 Dwelling Entrance
- 2.1 Clear Opening Width
- An 870 wide door between the garage & the dwelling will provide the minimum clear opening of 820 mm.
- 2.2 Threshold
- The door to the dwelling via the garage has a ramp (Refer to Floor Plan Dwg. A03)
- 2.3 Landing Area
- 1,200 mm x 1,200 mm. (Refer to Floor Plan Dwg. A03)
- 2.4 Weatherproofing for External Step-Free Entrance
- N/A
- Part 3 Internal Doors & Corridors
- 3.1 Clear Opening Width
- All doors throughout the dwelling are 870 wide providing the minimum clear opening of 820 mm
- 3.3 Corridor Width
- The minimum with of corridor is wider than the 1,000 mm minimum.
- Part 4 Sanitary Compartment
- 4.1 Location
- The Sanitary compartment Near the main Bathroom, the Powder Room at the end of the Hallway (Refer to Floor Plan Dwg. A03)
- 4.2 Circulation Space
- The Sanitary Compartment at the end of the Hallway near the Main Bathroom provides 1,200 mm x 900 mm circulation Space. (Refer to Floor Plan Dwg. A03)
- Part 5 Shower
- 5.1 Hobless And Step-Free Entry
- Both Showers are to be Step-Free
- Part 6 Reinforcement of Bathroom & Sanitary Compartment Walls
- 6.1 Location
- The Sanitary Compartment and shower are required to have noggins or sheeting reinforcement for the provision of Future handrails and grab rails to the extent required by Figures 6.2a, 6.2b, 6.2c, 6.2d, 6.2e, 6.2f and 6.2g

6.2 Construction

- (1) Reinforcing constructed in accordance with the requirements of (3) must be provided in the locations depicted in—
- (a) Figures 6.2a or 6.2b for walls surrounding a bath; and
- (b) Figures 6.2c or 6.2d for shower walls; and
- (c) Figure 6.2e for a wall adjacent to and within 460 mm of the centreline of a toilet pan; and
- (d) Figures 6.2f or 6.2g for a wall behind a toilet pan where a wall described in (c) is not provided or a window sill or a door encroaches on the area *required* to be provided with reinforcing or where the toilet pan is not provided in a corner of the bathroom.
- (2) Reinforcing need only be provided across the available width of the wall where a wall referred to in (1)(a) or (b)—
- (a) is narrower than the width of the area *required* to be provided with reinforcing; or
- (b) terminates at a window sill lower than the height or the area required to be provided with reinforcing.
- (3) Reinforcing required by (1) must be constructed using one of the following materials:
- (a) A minimum of 12 mm thick structural grade plywood, or similar.
- (b) Timber noggins with a minimum thickness of 25 mm.
- (c) Light gauge steel framing noggins or metal plate in accordance with the NASH Standard.

Figure 6.2e: Minimum extent of sheeting for wall adjacent to a toilet pan

Minimum extent of structural sheeting clear of any door frame, window frame or wall opening

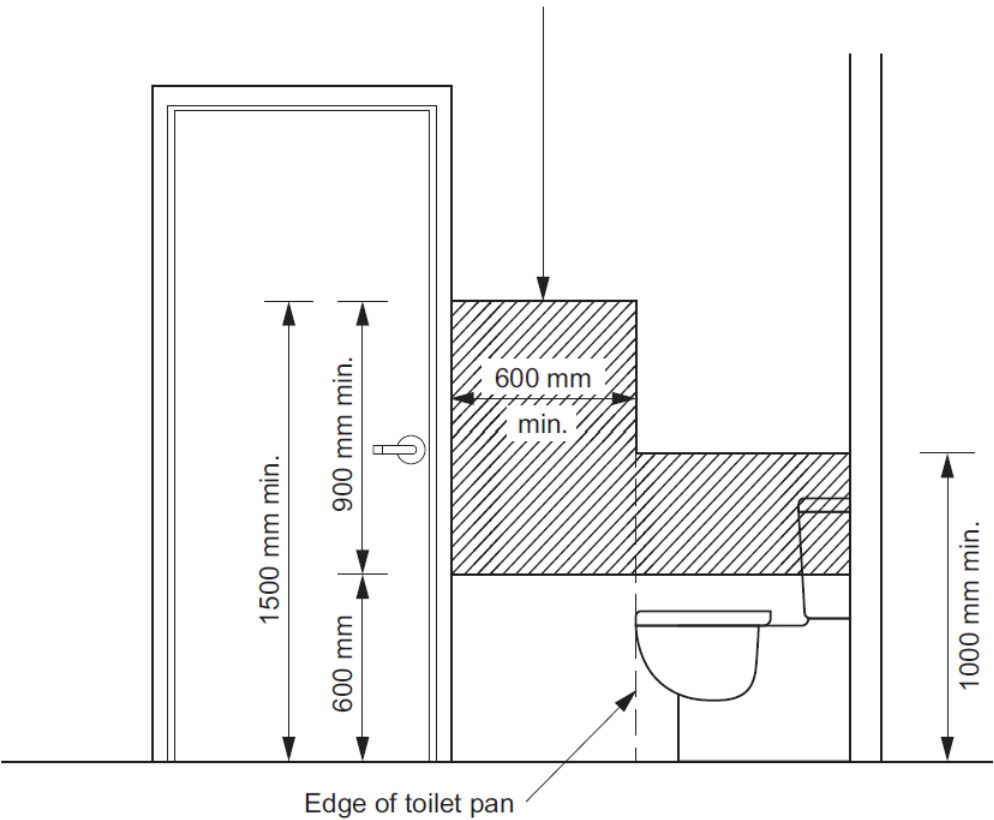


Figure 6.2a: Location of noggings for walls surrounding a bath

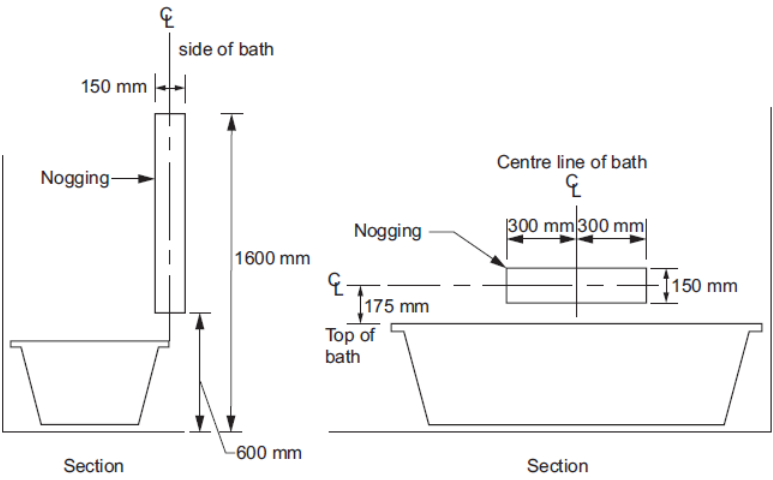


Figure Notes

- (1) Taps, bath niches, soap holders and the like may be located within the positions designated for wall reinforcing.
- (2) Where the height of the bathtub is not yet known, an assumed height of 500 mm above finished floor level may be used to determine the location of wall reinforcing.

Figure 6.2c: Location of noggins for shower walls

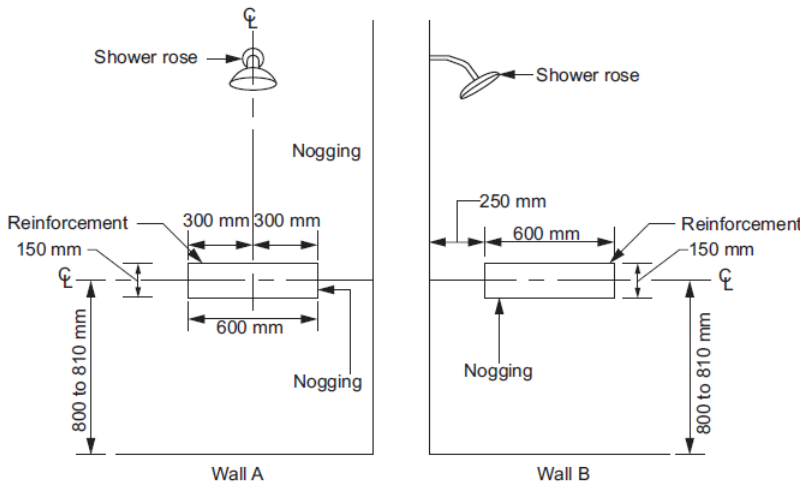


Figure Notes

Taps, bath niches, soap holders and the like may be located within the positions designated for wall reinforcing.

Figure 6.2b: Location of sheeting for walls surrounding a bath

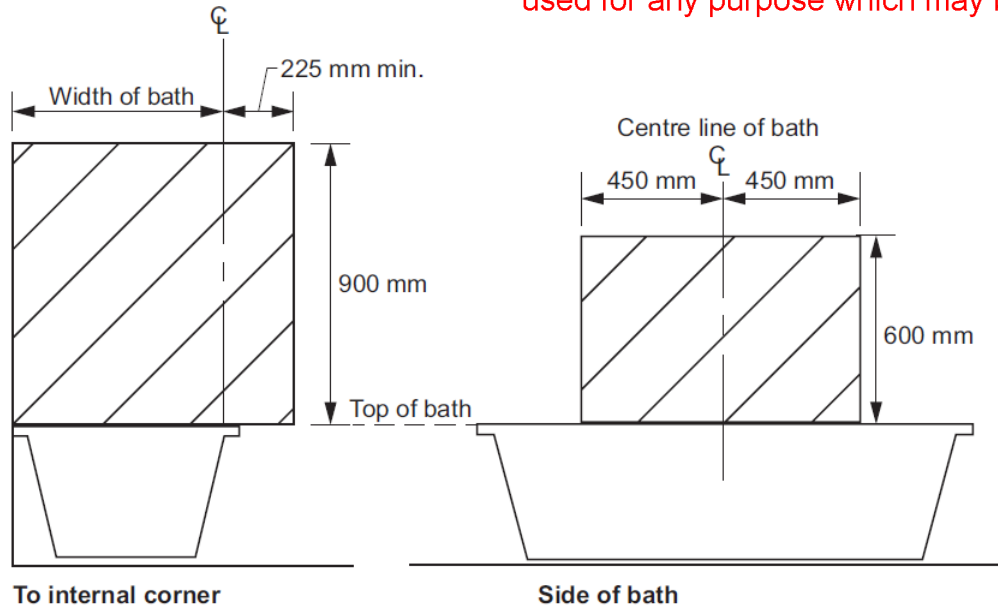


Figure Notes

- (1) Taps, bath niches, soap holders and the like may be located within the positions designated for wall reinforcing.
- (2) Where the height of the bath tub is not yet known, an assumed height of 500 mm above finished floor level may be used to determine the location of wall reinforcing.

Figure 6.2d: Location of sheeting for shower walls

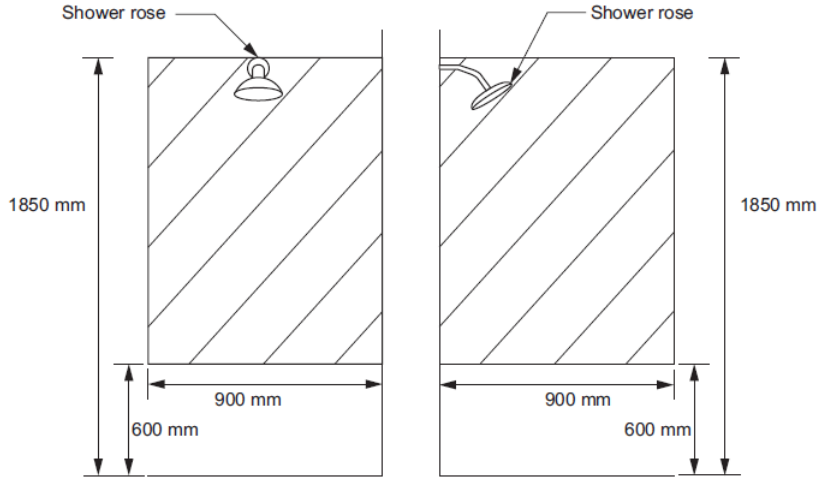


Figure Notes

Taps, bath niches, soap holders and the like may be located within the positions designated for wall reinforcing.

Figure 6.2f: Location of noggins for a wall behind a toilet pan

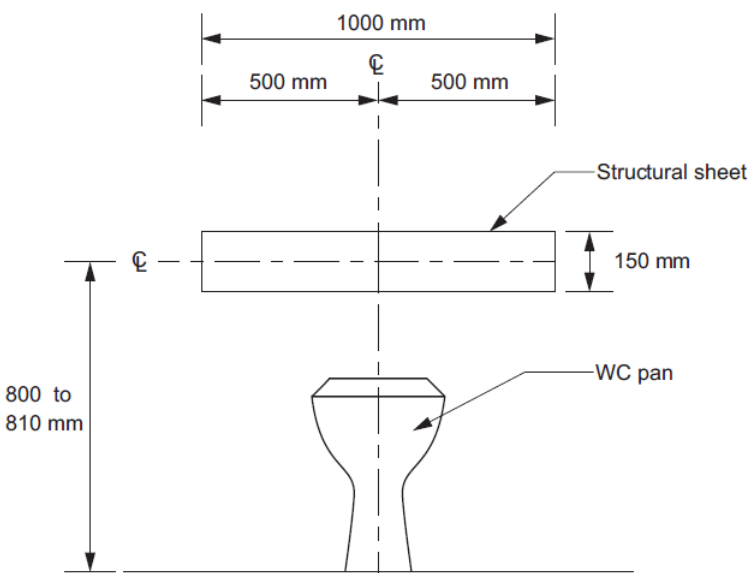
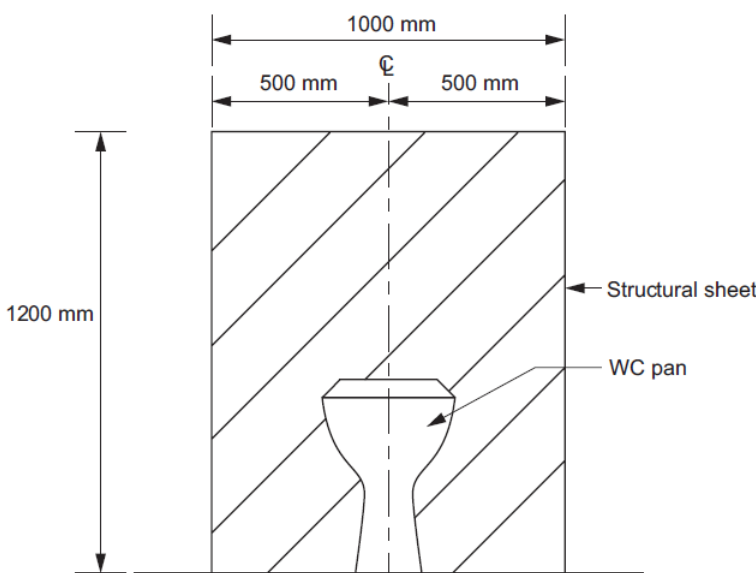


Figure 6.2g: Location of sheeting for a wall behind a toilet pan



NOTE:

1. For General Notes, Refer to Drawing A01
2. For all Structural Components, Refer to the Structural Engineers Drawing & Details
4. All work shall be carried out in accordance with the Relevant Standard, NCC or Authority Regulations
5. All Proprietary Systems shall be install to the Manufacturers Technical Installation Details, Specification and the Like



