



**Deed of amendment of Agreement made under section 173 of the Planning  
and Environment Act 1987 (Vic)**

Subject Land:  
The Sands Estate, Torquay

21806890

Harwood Andrews  
ABN 98 076 868 034  
70 Gheringhap Street,  
Geelong 3220, Victoria, Australia  
DX 22019 Geelong  
PO Box 101 Geelong Vic 3220

T 03 5225 5225 F 03 5225 5222

**Deed of amendment of Agreement made under section 173 of the Planning and Environment Act 1987 (Vic)**

Dated:

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**Council**                      **Surf Coast Shire Council**

of 1 Merrijig Drive (PO Box 350) Torquay Victoria Australia 3228.

**Recitals**

- A        In 2003, an agreement made under section 173 of the *Planning and Environment Act 1987 (Vic)* was executed between the Council, Golden Wood Pty Ltd, Patrick Geoffrey Handbury & Helen Patricia Handbury and registered dealing number AB759064J (**Principal Agreement**).
- B        The Principal Agreement related to the land then described in certificates of title
- (i)        volume 10672 folios 646-665;
  - (ii)       volume 10672 folios 698-725;
  - (iii)      volume 10687 folios 832-877;
  - (iv)      volume 10687 folios 879-912;
  - (v)      volume 10687 folios 914-925 (**Parent Titles**).
- C        The Land in the Parent Titles was subsequently subdivided and developed to form the Sands Estate.
- D        The Principal Agreement now applies to the land described in the certificates of title listed in Schedule 1 to this Deed (**Subject Land**).
- E        The residential and commercial development of the Sands Estate is now substantially complete.
- F        Clause 13 of the Principal Agreement relates to the Golden Beach Architectural Review Committee. That committee is to be disbanded following the implementation of proposed amendments to the Comprehensive Development Zone – Schedule 2 which, amongst other things, remove its role in overseeing development of the Subject Land.
- G        This Deed is executed and registered on title by Council to give effect to its decision to amend the Principal Agreement in respect of the Subject Land in accordance with Part 9 of the *Planning and Environment Act 1987 (Vic)*.

## **1 Definitions and interpretation**

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### **1.1 Definitions**

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

<b>Term</b>	<b>Definition</b>
<b>Act</b>	means the <i>Planning and Environment Act 1987</i> (Vic).
<b>Deed</b>	means this deed.
<b>Principal Agreement</b>	means the agreement described in Recital A.
<b>Subject Land</b>	means the land described in all live certificates of title listed in Schedule 1 to this Deed.

### **1.2 Interpretation**

In this Deed unless the context admits otherwise:

- (a) The singular includes the plural and vice versa.
- (b) A reference to a gender includes a reference to each other gender.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- (d) A term used in this Deed has its ordinary meaning unless that term is defined in this Deed or the Principal Agreement. If a term is not defined in this Deed or the Principal Agreement and it is defined in the Act it has the meaning as defined in the Act.
- (e) 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.
- (f) The Recitals to this Deed are and will be deemed to form part of this Deed.
- (g) The obligations of the Owner under this Deed will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Deed must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

## **2 Amendment of Principal Agreement**

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The Principal Agreement is amended as follows:

**2.1** After background clause E, insert the following clause:

F. This Agreement was amended in 2019, in connection with an amendment to the Surf Coast Planning Scheme, to remove and replace the clause 13 requirements regarding the Golden Beach Architectural Review Committee.

**2.2** Delete the existing clauses 13.1, 13.2, 13.3, and 13.4.

**2.3** Insert the following text at a new clause 13:

13. Fencing & Colours

13.1. Fences:

13.1.1. A fence associated with a dwelling must not be constructed in front of the main building line of that dwelling.

13.1.2. A fence associated with a dwelling that does not address the golf course or the lake must:

a) be set behind the main building line of the dwelling;

b) not exceed 1.8 metres in height as measured from natural ground level;

c) be of one of the following fence types:

i. Lightweight mesh;

ii. Trellis or vertical timber battens stained in a subdued colour with horizontal wires;

iii. Black metal rods to the Sands Owners Corporation standard specification;

iv. Double sided paling fence, stained in a subdued colour; or

v. Brush fencing.

d) if the fence adjoins a fence addressing the golf course or the lake:

i. within three metres of the boundary with the golf course or the lake, meet the requirements of clause 13.1.3;

ii. between 3 and 6 metres of the boundary with the golf course or the lake, rake up from 1.2 metres in height at 3 metres from the boundary, to 1.8 metres in height at 6 metres of the boundary.

13.1.3. A fence addressing the golf course or the lake must conform to pool fencing standards and be constructed from 1.2 metre height black metal rods with corner timber bollards.

13.2. Buildings:

13.2.1. External wall colours must be in accordance with the Sands Comprehensive Development Plan Colour Schedule at Schedule 6 of this Agreement.

13.2.2. Roofs must be Colourbond corrugated profile metal decking in colours that are in accordance with the Sands Comprehensive Development Plan Colour Schedule at Schedule 6 of this Agreement;

13.2.3. Roof plumbing (downpipes and gutters) must have a colour finish to match the roof or wall colour of the building.

13.2.4. White polycarbonate roof lights are not permitted.

**2.4** Insert as Schedule 6 the Sands Comprehensive Development Plan Colour Schedule that forms Annexure B to this Deed,

### **3 Commencement**

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This Deed will commence on the date that it bears.

### **4 Execution**

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Executed as a deed poll:

Signed on behalf of the Surf Coast Shire Council  
by the Chief Executive Officer under delegation  
in the presence of:

.....

.....  
Witness

## **Schedule 1 – Subject Land**

# VIC LANDATA - List of Titles affected by an Instrument Titles of Instrument

VIC LANDATA - List of Titles affected by an Instrument

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FOLIOS AFFECTED BY INSTRUMENT Land Use Victoria

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Produced 16/05/2019 12:42 PM

INSTRUMENT AB759064J AGREEMENT  
IMAGED Y

ENDORSEMENT APPEARING ON FIRST FOLIO  
AGREEMENT Section 173 Planning and Environment Act 1987  
AB759064J 14/12/2002

## AFFECTED FOLIOS

10672/646	10672/647	10672/648	10672/649	10672/650	10672/651	10672/652
10672/653	10672/654	10672/655	10672/656	10672/657	10672/658	10672/659
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10672/713	10672/714	10672/715	10672/716	10672/717	10672/718	10672/719
10672/720	10672/721	10672/722	10672/723	10672/724	10672/725	10687/832
10687/833	10687/834	10687/835	10687/836	10687/837	10687/838	10687/839
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10723/541	10723/542	10723/543	10723/544	10723/545	10723/546	10723/547
10723/548	10723/549	10723/550	10723/551	10723/552	10723/553	10723/554
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11193/886	11200/348	11391/920	11392/325	11392/331	11392/332	11392/333
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12031/333	12031/334	12031/335	12031/336	12031/337	12031/338	12061/585
12061/586	12061/587	12061/588	12061/589	12061/590	12061/591	12061/592
12061/593	12061/594	12061/595	12061/596	12061/597	12061/598	12061/599



12061/600 12061/601 12061/602 12061/603 12061/604 12061/605 12061/606

STATEMENT END

**Delivered from the LANDATA® System by SAI Global Property Division Pty Ltd  
Delivered at 16/05/2019, for Order Number 56927435. Your reference: 21806890.**

## **Annexure A – Principal Agreement as amended**

FORM 13

AB759064J

APPLICATION BY RESPONSIBLE AUTHORITY  
FOR MAKING OF A RECORDING OF AN AGREEMENT



s. 181 (1)

*Planning and Environment Act 1987*

**Lodged at the Land Titles Office by:**

**Name:** BEST HOOPER

**Phone:** 9670 8951

**Address:** 563 Little Lonsdale Street, Melbourne

**Ref:** JDC:TLC:02091534

**Customer Code:** 0485 U

The Authority having made an Agreement requires a recording to be made in the Register for the land.

**Land:** Comprised in Certificates of Title in Annexure

**Authority:** Surf Coast Shire Council

**Section and Act under which Agreement made:**

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

**Signature for the Authority:**

A handwritten signature in black ink, appearing to read 'Peter Ballen'.



**Name of Officer:**

Peter Ballen

**Position Held:**

Chief Executive Officer

**Dated:**

10/12/02

AMENDED  
31 JAN 2003  
On application of applicant  
annexure substituted  
M

~ MB  
17-12-02

FORM 13

APPLICATION BY RESPONSIBLE AUTHORITY FOR MAKING OF A RECORDING OF AN AGREEMENT

s. 181 (1)

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

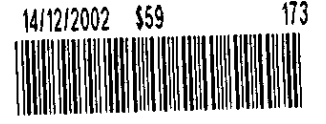
Name: BEST HOOPER

Phone: 9670 8951

Address: 563 Little Lonsdale Street, Melbourne

Ref: JDC:TLC:02091534 Customer Code: 0485-U

AB759064J



The Authority having made an Agreement requires a recording to be made in the Register for the land.

Land: Comprised in Lots 1-138 Lot B and Stage 6 on Plan of Subdivision PS 4413140M and being land in Certificates of Title Volume 10672 Folios 646 to 665 (both inclusive) Volume 10672 Folio 698 to 725 (both inclusive) Volume 10687 Folios 832 to 877 (both inclusive) Volume 10687 Folios 879 to 912 (both inclusive) and Volume 10687 Folios 914 to 925 (both inclusive).

Authority: Surf Coast Shire Council

Section and Act under which Agreement made:

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority: [Handwritten Signature]

Name of Officer: PETER JOHN BOWEN

Position Held: CEO

Dated: 29/1/03



4/2/01

DATED

2nd day of May

2001

**SURF COAST SHIRE COUNCIL ("the Council")**

- and -

**GOLDEN WOOD PTY LTD and PATRICK GEOFFREY HANDBURY  
& HELEN PATRICIA HANDBURY ("the Owner")**

---

**AGREEMENT**

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DAB759064J-3-5

**BEST HOOPER**

**Solicitors**

563 Little Lonsdale Street  
MELBOURNE 3000

Tel: 9670 8951

Fax: 9670 2954

Ref: JDC:LP:01.09.0006

**AB759064J**

14/12/2002 \$59 173



THIS AGREEMENT is made the 2nd day of May 2001

**BETWEEN:**

**SURF COAST SHIRE COUNCIL** of 25 Grossmans Road, Torquay in the State of Victoria ("the Council") of the first part

- and -

**GOLDEN WOOD PTY. LTD.** ACN 006 061 105 of 256 LaTrobe Terrace, Newtown in the said State and **PATRICK GEOFFREY HANDBURY & HELEN PATRICIA HANDBURY** both of 29 The Esplanade, Drumcondra in the said State ("the Owner") of the second part.

**WHEREAS:**



- A. The Council is the Responsible Authority under the Surf Coast Planning Scheme ("the Planning Scheme") for the purposes of administering the provisions thereof.
- B. The Owner is the registered proprietor of the land comprised in Certificates of Title Volume 10019 Folio 148 ("the Golden Beach land") and Volume 9117 Folio 990 ("the former tip land").
- C. The Golden Beach land and part of the former tip land are included in Clause 37.02 Schedule 2 to the Comprehensive Development zone (Golden Beach Residential Lakes and Golf Course Comprehensive Development Plan) in the Surf Coast Planning Scheme and are collectively referred to in this agreement as "the land". A copy of the Comprehensive Development Plan is Schedule 1 to this Agreement and is referred to as "the Schedule 1 Plan".
- D. The Comprehensive Development zone requires the Owner to enter into an agreement with the responsible authority prior to the commencement of any use and development of the land. Pursuant to clause 57-3.2 of the former planning scheme as amended by Amendment R24, the Owner entered into a Section 173 Agreement under the *Planning and Environment Act 1987* ("the Act") dated 20 September 1995 ("the former agreement").
- E. This Agreement is entered into pursuant to Clause 2 of Schedule 2 to the Comprehensive Development zone in substitution for the former agreement.

F. This Agreement was amended in 2019, in connection with an amendment to the Surf Coast Planning Scheme, to remove and replace the clause 13 requirements regarding the Golden Beach Architectural Review Committee.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

Interpretation

- 1.1 Words importing the singular shall include the plural and words importing the masculine gender shall include the female and if applicable a corporation.
- 1.2 This agreement shall be governed and construed in accordance with the laws for the time being of the State of Victoria.
- 1.3 Any notice shall be given or served by delivery of any party at the address in the State or Territory shown in this agreement for that party or at such other address as any party may nominate in writing to the other party or by being posted to that address and if served by post shall be deemed to be duly served at the expiration of five days after the time of posting unless in the meantime the letter is returned unopened.
- 1.4 Any notice to be given by any of the parties may be executed under common seal, by the attorney or attorneys of that party or by the manager, director, secretary or solicitors for the time being of the party.
- 1.5 In any case where one or more of the terms, conditions or provisions of this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining terms, conditions and provisions shall nevertheless remain in full force and effect.
- 1.6 Time shall be of the essence of the agreement.
- 1.7 Headings in this agreement are for convenience only and shall not effect the interpretation or construction hereof. All schedules and annexures to this agreement are incorporated in and form part of this agreement.
- 1.8 Any reference to any Act of Parliament shall be deemed to include any amendment, replacement or re-enactment of that Act for the time being in force and to include any by-laws, local laws, licences, statutory instruments, rules and regulations, orders notices and directions, consents or permission made under it and any condition attaching to it.

**AB759064J**



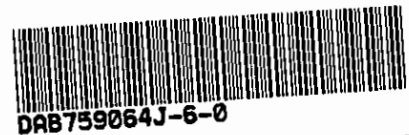
**DAB759064J-5-1**

- 1.9 The expression "the Owner" shall be deemed to include its successors, assigns and transferees and the obligations imposed upon and assumed by the Owner (to the extent relevant, having regard to the portion of the land owned and the obligation to be complied with) shall be binding on its successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this agreement.
- 1.10 Without limiting the operation or effect which this agreement otherwise has, the parties hereto acknowledge that this agreement is made pursuant to the provisions of Section 173 of the Act.

Fees

2. The Owner shall to the satisfaction of the Council, pay to the Council fees in lieu of planning permit fees to recompense the Council for the time that it will be required to spend in considering the various plans which the Planning Scheme requires it to assess and approve including the assessment of plans for a dwelling to decide whether such plans are in accordance with the Golden Beach (Torquay Sands) Building and Environmental Management Code.

Roads



- 3.1 The Owner shall to the satisfaction of the Council:
- 3.1.1 Prior to the commencement of any building or works on the land lodge an application for a planning permit and certification of a plan of subdivision which shall excise that part of the land marked Road "R1" on the plan attached as Schedule 2 to this agreement ("the Schedule 2 Plan") to show it as a road to vest in the Council unless such land is already owned by the Council.
- 3.1.2 Prior to the issue of a statement of compliance for the first stage of any subdivision of the land, construct the road known as the Esplanade, east of Horseshoe Bend Road, up to where it provides access to the land in accordance with plans and engineering specifications approved by the Council.



3.1.3 Prior to the issue of a statement of compliance for any stage of the subdivision of the land which creates lots with frontage to the land noted as "the Esplanade" on the Schedule 1 Plan immediately to the south of the land, the Owner shall at its own cost construct that section of "the Esplanade" to which such lots front in accordance with plans and engineering specifications approved by the Council.

3.1.4 Prior to the commencement of any works on the land, construct or upgrade as may be required by the Council, the access road and fencing between the western end of the Esplanade and the entrance to the golf maintenance facility as shown on the Schedule 1 Plan and thereafter maintain such access road to the satisfaction of the Council.

3.2 The Owner -



3.2.1 acknowledges that there is a need for the western interface including access and connection to be resolved between the Council and the owners east and west of land known as White's Track;

3.2.2 covenants not to proceed with the subdivision of any residential precincts along the western boundary of the land until the use and development of White's Track and the interface between development to the east and west has been resolved to the satisfaction of the Council; and

3.2.3 covenants that it will contribute to the acquisition and cost of construction of a road along White's Track to the satisfaction of the Council.

3.3 The Owner shall to the satisfaction of the Council make a contribution at times determined by Council but having regard to the staging and progress of the subdivision and development of the land towards the following infrastructure works:-

3.3.1 Widening of the existing pavement of the Esplanade commencing from Horseshoe Bend Road and continuing in an easterly direction to the western most edge of existing residential development fronting the Esplanade so that



the road pavement width is sufficient to accommodate one parallel kerbside parking lane and two through traffic lanes;

3.3.2 Modification of the roundabout at the intersection of Horseshoe Bend Road and the Esplanade to accommodate all vehicles using or likely to use that roundabout;

3.3.3 Construction of a traffic management device at the intersection of Horseshoe Bend Road and the diagonal collector road;

3.3.4 Construction of a traffic management device at the intersection of South Beach Road and Horseshoe Bend Road; and

3.3.5 Construction of a traffic management device at the intersection of the Surfcoast Highway and South Beach Road.

3.4 The amount to be contributed by the Owner for the works referred to in Clauses 3.2.3 and 3.3 shall be determined by the Council having regard to traffic likely to be generated by the use of development occurring and likely to occur on the land. The Council shall, in respect of each item of infrastructure work, nominate the amount required to be contributed by the Owner and unless agreement can be reached within 28 days from the date that the Owner is advised in writing by the Council of the amount required, there shall be deemed to be a dispute for the purposes of Section 149 of the Act.

3.5 The covenants imposed upon the Owner by this clause shall not apply to that part of the land which is subdivided into residential lots or the subdivision of that part of the land shown on the Schedule 1 Plan as Clubhouse and Recreation Centre - Potential Future Commercial Area (such lots and land shall be referred to in this agreement as the "excluded land").

Transfer of the Saltmarsh and Public lands



4.1 The Owner shall immediately upon execution of this agreement and to the satisfaction of the Council subdivide the land so as:

4.1.1 to create as a separate lot that part of the former tip land comprising the saltmarsh shown as "former tip land" on the Schedule 3 Plan.

4.1.2 to vest in Council that part of the land which is zoned Public Conservation and Resource Zone and as so noted on the Schedule 1 Plan. Such land is to be shown on any Plan of Subdivision as vesting in the Council provided that any such vesting shall not absolve any obligations on the Owner outstanding pursuant to an Agreement dated the 1<sup>st</sup> day of September 1999 made pursuant to Section 173 of the Act ("the September 1999 Agreement").

4.2 Such plan of subdivision shall show the title boundary between the land comprising the saltmarsh and the balance of the land to coincide with the western edge of the saltmarsh to the satisfaction of the Council.

4.3 Forthwith upon registration of the plan or plans of subdivision creating such lots the Owner shall:

4.3.1 as to the lot comprising the saltmarsh, transfer by way of gift that lot to a legal entity or entities which shall hold the land as a trustee and subject to trusts which require the saltmarsh to be preserved and maintained for public purposes consistent with their environmental significance provided that prior to such transfer, the Owner shall comply with any obligations outstanding pursuant to the September 1999 Agreement.

4.4 The land zoned Public Conservation and Resource zone in the Schedule 1 Plan shall be accepted by the Council as discharging the Owner's obligation to provide a public open space contribution in respect of the land.

4.4.1 Within 60 days of the date of certification of the first stage of the subdivision of the land, the Owner shall fence the entire boundary of such land with such fencing to be rabbit proofed to the satisfaction of the Council.

4.4.2 Clause 4.4.1 does not apply to the most westerly triangle of land in the Schedule 1 Plan.

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4.5 The Covenants imposed upon the Owner in this clause shall not apply to the excluded land.

Staging



5.1 The Owner shall to the satisfaction of the Council -

5.1.1 Prior to the issue of a Statement of Compliance of any stage of the subdivision of the land which creates, in aggregate with previous stages, a total of 70 residential lots:

- (a) complete construction of all earthworks for the lakes and waterway system as shown on the Schedule 1 Plan; and
- (b) complete construction of all bulk earthworks for the tees and greens of the golf course.

5.1.2 Prior to the issue of a statement of compliance for any stage of the subdivision of the land which creates, in aggregate with previous stages, a total of 140 residential lots, complete construction of the lakes and waterways system to a stage which is adequate to meet the requirements of the Council for the storm water retention for the catchment and protection of the saltmarsh on and down stream of the land.

5.1.3 Prior to the issue of a statement of compliance of any stage of the subdivision of the land which creates, in aggregate with previous stages, a total of 210 residential lots, complete construction of the golf course of 18 holes.

5.1.4 Prior to the issue of a statement of compliance of any stage of the subdivision of the land which creates, in aggregate with previous stages, a total of 280 residential lots, complete construction of:

- (a) the westerly car park as shown on the White Beach Landscape Master Plan; and

(b) the golf course club house.

5.2 Notwithstanding any provision to the contrary in this clause the following absolute time limits shall apply for completion of the works referred to in Clauses 3.1.2, 5.1.1(b), 5.1.3 and 5.1.4(b).

5.2.1 Completion of construction of the Esplanade within 2 years of the date of this agreement (Clause 3.1.2);

5.2.2 Completion of all earthworks for the lakes and waterways, tees and greens for the golf course within 2 years of the date of this agreement (Clause 5.1.1(b));

5.2.3 Construction of the golf course within 4 years from the date of this agreement (Clause 5.1.3);

5.2.4 Construction of the golf clubhouse within 4 years from the date of this agreement (Clause 5.1.4(b)).

5.3 The Council shall be entitled to withhold the issue of the statement of compliance for any stage of any subdivision of the land if any requirements of this agreement relating to that stage or previous stages is outstanding.

5.4 For the purposes of this Agreement a residential lot means "a lot for a dwelling".

5.5 The Covenants imposed upon the Owner in this clause shall not relate to the excluded land.

Changes in Staging



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6. The Owner may, if reasonably required in order to provide for the effective and efficient development of the land and with the consent of the Council, vary by a margin of up to ten per cent the numbers of lots for dwellings contained in the staging provisions of this agreement.

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Rehabilitation of tip

- 7.1 The Owner shall to the satisfaction of the Council and the Environment Protection Authority not later than two years after the date of execution of this Agreement or the date by which statements of compliance for not more than 210 residential lots have been issued, whichever is the earlier, complete the rehabilitation of the former Torquay tip situated on the former tip land.
  
- 7.2 The covenants imposed upon the Owner in this clause shall not apply to the excluded land.



Environmental Management Plan

- 8.1 The Owner shall, prior to the commencement of any works on the land prepare to the satisfaction of the Council an Environmental Management Plan (EMP).
  
- 8.2 Once the EMP is approved, development and use of the land shall be carried out in accordance with the EMP and the obligations to implement the EMP shall fall upon the Owner for the time being of that part of the land to which the obligation or obligations under the EMP relates save that in respect of the excluded land the obligations referred to the Schedule 4 list shall be the complete obligations imposed upon the Owner or Owners of the excluded land pursuant to the EMP.

Infrastructure - saltmarsh

- 9.1 The Owner shall be responsible for any costs incurred by the Council to rectify any problems caused by any discharge into the saltmarsh from the development or use of any part of the land. The obligation to meet such costs shall fall upon the Owner or Owners of that part of the land from which the discharge has occurred and if more than one Owner then in such proportions as the Council may determine.
  
- 9.2 The covenants imposed upon the Owner in this clause shall not apply to the excluded land.

Drainage

- 10.1 The Owner shall, to the satisfaction of Council, grant to it, at no cost, a drainage easement in such a location as is determined by the Council to facilitate the drainage of lands upstream of the land, such easement to be located so as not to prejudice the development of the land generally in accordance with the Schedule 1 Plan. The Owner shall also incorporate within the development provision for diversion of excess stormwater from the Esplanade catchment into the lakes drainage system and shall grant to the Council such drainage easements as are necessary to provide for that diversion on a continuing basis. The development shall be designed to facilitate drainage from all land in the catchment to the satisfaction of Council.
- 10.2 Main drainage levies in respect of any lots which do not front any of the external boundaries of the land shall be waived in consideration of the Owner providing the lakes drainage system to serve the upstream catchment and implementing management plans for protection of the saltmarsh on and downstream of the land.
- 10.3 The covenants imposed upon the Owner in this clause shall not apply to the excluded land.

Foreshore Master Plan



- 11.1 The Owner shall pay the costs of engineering, construction and other drawings necessary to implement the Foreshore Master Plan ("the Schedule 5 Plan") within 60 days of the completion of such plans and drawings.
- 11.2 Prior to the issue of a Statement of Compliance for any stage of the subdivision of the land which creates, in aggregate with previous stages, a total of 280 lots, the Owner shall to the satisfaction of the Council –
  - 11.2.1 construct the public access track and boardwalk to White's Beach and provide security fencing along this access and reasonable landscaping; and
  - 11.2.2 construct and landscape the westerly and easterly carparks as shown on the Schedule 5 Plan with a gravel surface and reasonable landscaping and planting.

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- 11.3 Prior to the commencement of any of the works referred to in the preceding clause the Owner shall submit for the approval of the Council a landscape plan and plans and specification of the public access track and boardwalk.
- 11.4 Such works shall be completed to the satisfaction of the Council and the Department of Natural Resources and Environment.
- 11.5 The covenants imposed upon the Owner in this clause shall not apply to the excluded land.

Golden Beach (Torquay Sands) Environmental Management Trust

- 12.1 The Owner forthwith upon the execution of this agreement shall, to the satisfaction of the Council, establish a legal entity to be known as the Golden Beach (Torquay Sands) Environmental Management Trust (the Trust).
- 12.2 The initial membership of the Trust shall comprise -
- (a) a representative of the Council;
  - (b) a representative of the Trust for Nature and
  - (c) a representative of the Owner.

- 12.3 The responsibilities of the Trust will include:-

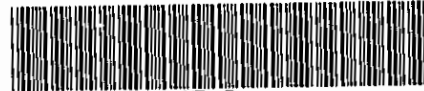


- 12.3.1 to become the registered proprietor of that part of the land shown as saltmarsh on the Schedule 4 Plan;
- 12.3.2 preparation and implementation of a management plan for the saltmarsh;
- 12.3.3 monitoring and enforcing compliance with this agreement, the EMP and ongoing obligations and responsibilities in the EMP such as the preparation of management plans, monitoring of outcomes keeping and records and implementation of follow up actions;



- 12.3.4 ensuring that the Golden Beach (Torquay Sands) Building and Environmental Management Code (referred to in Clause 13.1) includes all requirements and obligations in this Agreement and the EMP which affect individual Owners and occupiers of residential or commercial properties created pursuant to the provisions of Clause 37.0-2 Schedule 2 of the Comprehensive Development zone;
- 12.3.5 liaising with the Torquay Foreshore Committee on matters in the EMP;
- 12.3.6 reporting to the Council at least once a year and making recommendations to Council on funding requirements related to the saltmarsh and conservation zones and compliance with this agreement and the EMP.

Golden Beach Architectural Review Committee



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- 13.1 ~~The Owner shall to the satisfaction of the Council, prior to the issue of a planning permit for any subdivision of the land which creates a lot to be used for residential purposes, establish a committee to be known as the Golden Beach (Torquay Sands) Architectural Review Committee ("the Committee"). The Committee shall comprise a representative of the Owner, two representatives of the Council, and an architect appointed by agreement between the Owner and the Council and at no cost to Council. The architect shall be experienced in the design of dwellings sympathetic to the coastal environment at Torquay. The Committee shall prepare and administer to the satisfaction of Council the Golden Beach (Torquay Sands) Building and Environmental Management Code ("the Code"). The Code shall:~~
- 13.1.1 ~~establish appropriate architectural standards for all buildings and works on the land and shall be drafted in such a way that all buildings will be required to be designed to comply with the objectives of the Council's Surf Coast Design and Colours Policy.~~
- 13.1.2 ~~incorporate appropriate design standards which unless otherwise agreed in writing to comply generally with Council's Coastal Development Policy relating to the siting, design and architectural articulation of buildings, including but not confined to minimising building bulk, height and the visual impact of buildings on the landscape; and~~



### 13. Fencing & Colours

#### 13.1. Fences:

13.1.1. A fence associated with a dwelling must not be constructed in front of the main building line of that dwelling.

13.1.2. A fence associated with a dwelling that does not address the golf course or the lake must:

- a) be set behind the main building line of the dwelling;
- b) not exceed 1.8 metres in height as measured from natural ground level;
- c) be of one of the following fence types:
  - i. Lightweight mesh;
  - ii. Trellis or vertical timber battens stained in a subdued colour with horizontal wires;
  - iii. Black metal rods to the Sands Owners Corporation standard specification;
  - iv. Double sided paling fence, stained in a subdued colour; or
  - v. Brush fencing.
- d) if the fence adjoins a fence addressing the golf course or the lake:
  - i. within three metres of the boundary with the golf course or the lake, meet the requirements of clause 13.1.3;
  - ii. between 3 and 6 metres of the boundary with the golf course or the lake, rake up from 1.2 metres in height at 3 metres from the boundary, to 1.8 metres in height at 6 metres of the boundary.

13.1.3. A fence addressing the golf course or the lake must conform to pool fencing standards and be constructed from 1.2 metre height black metal rods with corner timber bollards.

#### 13.2. Buildings:

13.2.1. External wall colours must be in accordance with the Sands Comprehensive Development Plan Colour Schedule at Schedule 6 of this Agreement.

13.2.2. Roofs must be Colourbond corrugated profile metal decking in colours that are in accordance with the Sands Comprehensive Development Plan Colour Schedule at Schedule 6 of this Agreement;

13.2.3. Roof plumbing (downpipes and gutters) must have a colour finish to match the roof or wall colour of the building.

13.2.4. White polycarbonate roof lights are not permitted.

- ~~13.1.3 include matters contained in the EMP that place obligations on or require the cooperation of individual Owners and occupiers of residential or commercial land subdivided pursuant to the provisions of Clause 37.02 Schedule 2 to the Comprehensive Development zone. These include but are not limited to:~~
- ~~• prohibitions or restrictions on the keeping of domestic animals~~
  - ~~• prohibitions on the planting of environmental weeds~~
  - ~~• expectations about the planting of indigenous vegetation, and~~
  - ~~• the use of best environmental management practices during the construction process.~~
- 13.2 ~~Matters contained in the Code shall be provided to all prospective purchasers of privately owned residential and commercial land.~~
- 13.3 ~~The Code may be varied from time to time as may be required to maintain and enhance the quality of development on the land to the satisfaction of the Council.~~
- 13.4 ~~The Owner shall maintain representation on the Committee and continue to fund the appointment of an architect referred to in Clause 13.1.~~

Environmental Management Plan - Reporting

- 14.1 The Owner shall to the satisfaction of the Council report at least twice in the first two years following the issue of statements of compliance for any stage or stages of subdivision of the land creating the first 70 residential lots, and once a year thereafter to the Golden Beach (Torquay Sands) Environmental Management Trust on the issue of monitoring and compliance of the EMP. The Owner shall allow Council and the Trust access to the land on a regular basis to ensure that the EMP is being monitored and implemented.

Native Vegetation and Environmental Weeds



15. The Owner shall to the satisfaction of the Council:-

- 15.1 not remove any native vegetation from the land unless and until such times as it obtains the approval of the Council of a plan which shows the native vegetation to be removed;
- 15.2 use native, predominantly indigenous vegetation in the planting and landscaping of all land, except in non residential components of the site where approval has otherwise been obtained in writing;
- 15.3 not plant or propagate any environment weeds as identified in the *Environmental Weeds, Invaders of our Surf Coast* publication, as updated from time to time.
- 15.4 place the following requirements on all new land owners and occupiers of residential and commercial developments and ensure the following requirements are included in the Golden Beach Building and Environmental Management Code:
  - 15.4.1 that only native, predominantly indigenous vegetation will be used in the planting and landscaping of private gardens except that vegetable gardens and non native shrubs may be planted in backyards provided that they cannot be viewed from the streetscape when measured at mature height. A list of indigenous plant species that comply with this clause shall be prepared and distributed to all new land Owners and occupiers.
  - 15.4.2 that the planting or propagating of environmental weeds is prohibited. A list of weeds which must not be planted shall be prepared and distributed to all new land Owners and occupiers and shall include weeds identified in the *Environmental Weeds, Invaders of our Surf Coast* publication, as updated from time to time.
  - 15.4.3 that all Owners and occupiers of residential and commercial land must adhere to relevant components of the EMP.



Ongoing Management and Implementation Plan

16. The Owner shall to the satisfaction of the Council and prior to the issue of a statement of compliance for the first stage of any subdivision of the land, develop and implement a management plan by way of body corporate arrangement or otherwise, that:
- 16.1 includes procedures and mechanisms establishing responsibility for and funding of monitoring and maintenance of the EMP to ensure protection of the natural environment following the completion of the development; and
- 16.2 addresses the management, maintenance and monitoring of areas which are not to be transferred to the Council upon the registration of the several plans of subdivision of the land. The plan will include provision for the continuing management, maintenance and monitoring of any environmental controls in the EMP related to the golf course, golf clubhouse, and the main lakes and waterways and drainage system.

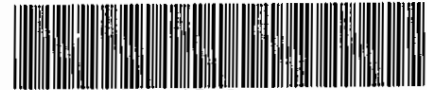
Former Agreement



17. This agreement shall be registered pursuant to section 181 of the Act forthwith upon execution, upon which date the former agreement shall end. The Council shall concurrently with its registration of this agreement pursuant to section 181 of the Act seek cancellation of the former agreement pursuant to section 183 of the Act.

General

18. The Owner warrants and covenants that:
- 18.1 it is the registered proprietor of the land or entitled to be the registered proprietor of the land;
- 18.2 there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the land and not disclosed by the usual titles searches; and



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- 18.3 the land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 43 of the *Transfer of Land Act* 1958.
19. The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the and or any part thereof without further providing to its successors a copy of this agreement.
20. The Council and Owner shall do all things necessary (including signing any further agreement, acknowledgment or document) to give full effect to the terms of this agreement and to enable the Council to enter a memorandum of this agreement on the certificate of title or titles to the land in accordance with section 181 of the Act.
21. No plan of subdivision of land or any part of it or any Instrument of Transfer of the land or any part of it may be lodged at the Land Titles Office for registration or approval until this section 173 agreement and the section 181 memorandum have been lodged by or on behalf of the Council and entered on the certificate of title or titles to the land, unless the Council otherwise consents in writing.
22. Without limiting the operation or effect which this agreement has apart from this sub-clause, the Owner shall ensure that its successors:
- 22.1 give effect to and do all acts and sign all documents as to require them to give effect to this agreement; and
  - 22.2 execute under seal a deed agreeing to be bound by the terms of this agreement and thereupon this agreement shall continue as if executed by such successors as well as by the parties hereto and if the successors' names appeared in each clause for which the name of the Owner appears and additional to the name of the Owner.

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Resolution of Disputes

23. Any dispute between the Council and the Owner concerning any matter contained in this agreement shall be determined where possible pursuant to Division 5 of Part 6 of the Act and otherwise the Council and the Owner agree to submit the dispute to the determination of a person nominated by the President for the time being of the Law Institute of Victoria acting as an expert and not an arbitrator whose decision shall be final and binding on the Council and the Owner.

IN WITNESS WHERE OF the parties hereunto have set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of SURFCOAST )  
SHIRE COUNCIL was affixed hereto in )  
accordance with delegated authority )  
dated in )  
the presence: )



*Diana Peterson* ..... Chief Executive Officer

THE COMMON SEAL of GOLDEN )  
WOOD PTY LTD ACN 006 061 105 )  
was hereunto affixed in accordance with )  
its Articles of Association in the )  
presence of: )



*[Signature]* ..... Director  
*Hazreek Hussain Yusuf*  
173 The Esplanade Torquay 3228

*[Signature]* ..... Secretary  
*Peter Alexander Bain*  
256 Latrobe Terrace Geelong 3220

SIGNED by the said PATRICK GEOFFREY )  
HANDBURY & HELEN PATRICIA )  
HANDBURY in the presence of: )

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# SCHEDULE 1 PLAN

## Comprehensive Development Plan



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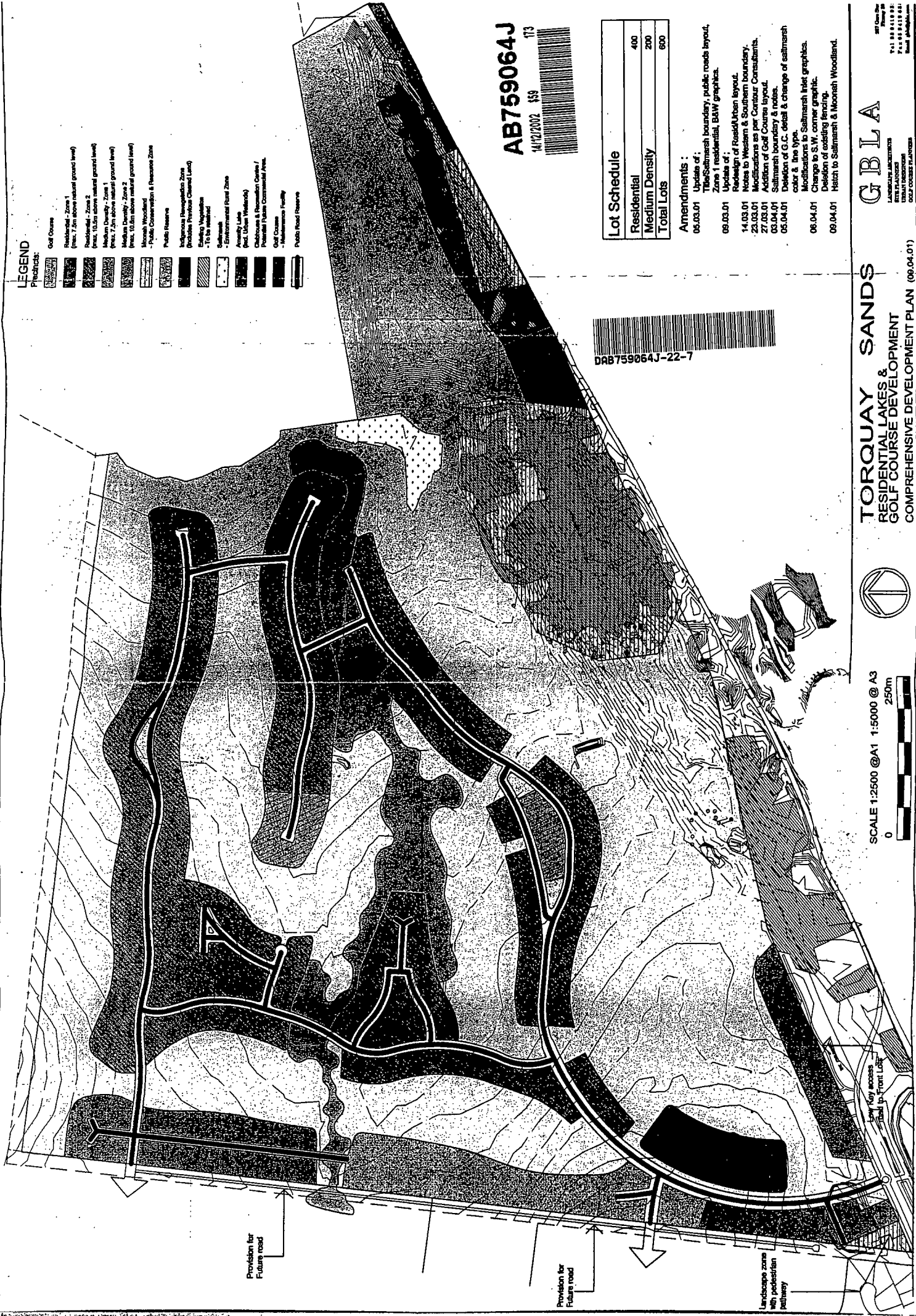
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**LEGEND**  
Pictorials:

- Golf Course
- Residential - Zone 1  
(Plot: 1.5m above natural ground level)
- Residential - Zone 2  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 1  
(Plot: 1.5m above natural ground level)
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(Plot: 1.5m above natural ground level)
- Medium Density - Zone 74  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 75  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 76  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 77  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 78  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 79  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 80  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 81  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 82  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 83  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 84  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 85  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 86  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 87  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 88  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 89  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 90  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 91  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 92  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 93  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 94  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 95  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 96  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 97  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 98  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 99  
(Plot: 1.5m above natural ground level)
- Medium Density - Zone 100  
(Plot: 1.5m above natural ground level)
- Public Road Reserve



**AB759064J**  
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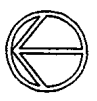


Lot Schedule	
Residential	400
Medium Density	200
Total Lots	600

- Amendments :**
- 05.03.01 Update of :  
Title/Saltmarsh boundary, public roads layout,  
Zone 1 residential, BAW graphics.
  - 09.03.01 Update of :  
Redesign of Road/Urban layout,  
Notes to Western & Southern boundary,  
Modifications as per Contour Consultants,  
27.03.01 Addition of Golf Course layout,  
03.04.01 Saltmarsh boundary & notes,  
05.04.01 Deletion of G.C. detail & change of saltmarsh  
color & line type.
  - 06.04.01 Modifications to Saltmarsh inlet graphics.
  - 06.04.01 Change to S.W. corner graphic.
  - 06.04.01 Deletion of existing fencing.
  - 09.04.01 Hatch to Saltmarsh & Moonsh Woodland.

**G B L A**  
LANDSCAPE ARCHITECTS  
TOTAL PROVISION  
GOLF COURSE PLANNERS

**TORQUAY SANDS**  
RESIDENTIAL LAKES &  
GOLF COURSE DEVELOPMENT  
COMPREHENSIVE DEVELOPMENT PLAN (06.04.01)



SCALE 1:2500 @A1 1:5000 @A3  
0 250m

Key access  
Road to Front Lake

Provision for  
Future road

Provision for  
Future road

Landscape zone  
with pedestrian  
pathway

**SCHEDULE 2 PLAN**

**Road to vest in Council**

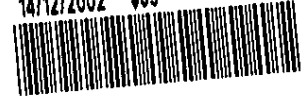


**DRB759064J-23-1**

**AB759064J**

14/12/2002 \$59

173



<b>PLAN OF SUBDIVISION</b> UNDER SECTION 35 OF THE SUBDIVISION ACT 1988	STAGE No <del>X</del>	LTO USE ONLY <b>EDITION</b>	PLAN NUMBER <b>PS417262X</b>
--	--------------------------	--------------------------------	---------------------------------

**LOCATION OF LAND**

PARISH: PUEBLA  
 TOWNSHIP: -  
 PRE-EMPTIVE SECTION A (PART) &  
 CROWN ALLOTMENT: 61A (PART)  
 CROWN PORTION: -

LTO BASE RECORD:  
 TITLE REFERENCES: VOL.9114 FOL.689  
 VOL. FOL.

LAST PLAN REFERENCE/S: INSTRUMENT F896763

POSTAL ADDRESS: THE ESPLANADE  
 (At time of subdivision) TORQUAY 3228

AMG Co-ordinates of approx centre of land (lat) E 268 000 N 5 755 700 ZONE: 55

**COUNCIL CERTIFICATION AND ENDORSEMENT**

COUNCIL NAME: SURFCOAST SHIRE REF: S 226-4

A This is a plan under section 35 of the Subdivision Act 1988 which does not create any additional lots.  
 B This plan is exempt from Part 3 of the Subdivision Act 1988.  
~~C This is a plan under section 35 of the Subdivision Act 1988 which creates land additional to the~~  
~~D It is certified under section 4 of the Subdivision Act 1988.~~  
 E It is certified under section 11(7) of the Subdivision Act 1988.  
 F Date of original certification under section 4.17/04/88.  
 G This is a Statement of Compliance under section 21 of the Subdivision Act 1988.

(Council delegate)  
 (Council seal)  
 (Date of Certification)

**VESTING OF ROADS AND/OR RESERVES**

Roads and reserves vest in the council/body/person named when the appropriate vesting date is recorded or transfer registered.

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	SURFCOAST SHIRE

**NOTATIONS**

STAGING This is not a staged subdivision  
 Planning permit No. ---

DEPTH LIMITATION  
 15.24m BELOW THE SURFACE APPLIES TO VOL.9114 FOL.689



Land to be acquired by agreement: NIL  
 Land to be acquired by compulsory process: NIL

Survey: This plan is based on survey.  
 To be completed where applicable.  
 This survey has been connected to permanent marks no.s in Proclaimed Survey Area No.

EASEMENT INFORMATION					
Easements marked (-) are created upon registration of this plan. Easements marked (+) are created when the appropriate vesting date is recorded or transfer registered. Easements marked (#) are removed when the appropriate vesting date is recorded or transfer registered.					
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Symbol	Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

**LTO USE ONLY**

STATEMENT OF COMPLIANCE EXEMPTION STATEMENT

RECEIVED

DATE / /

**LTO USE ONLY**

PLAN REGISTERED  
 TIME  
 DATE / /

Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS

**GRANT ST QUENTIN**  
 SURVEYORS  
 76 LITTLE RYRIE STREET GEELONG 3220  
 PO BOX 918 GEELONG 3220  
 PH (03)52292011 FAX (03)52292909

LICENSED SURVEYOR (PRINT) WILLEM NAGEL  
 SIGNATURE DATE 5/9/00  
 REF 4400/00 VERSION 02

DATE 15/7/00  
 COUNCIL DELEGATE SIGNATURE  
 ORIGINAL SHEET SIZE A3

**PLAN OF SUBDIVISION**  
 UNDER SECTION 35 OF THE SUBDIVISION ACT 1988

STAGE No

PLAN NUMBER

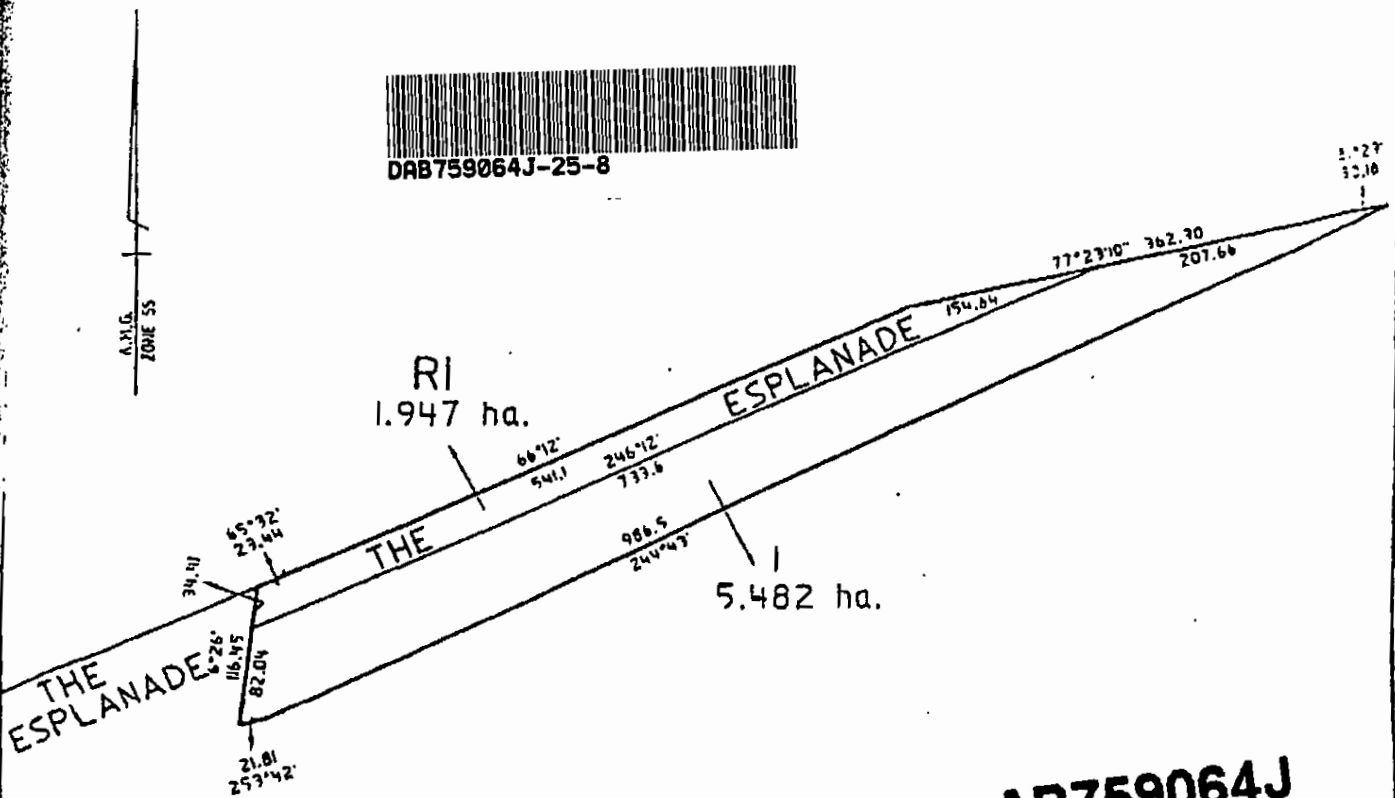
PS417262X

**VESTING DATES & TRANSFER REGISTRATION DATES OF ACQUIRED LAND**

Land affected	Land acquired by compulsory process prior to certification			Land acquired by compulsory process after registration of plan			Land acquired by agreement		LTO reference of transfers or notifications of vesting dates	Assistant Registrar of Titles Signature
	Vesting date	Gov't Gaz		Date of recording of vesting date	Vesting date	Gov't Gaz		Date of registration of transfer		
		Page	Year			Page	Year			



DAB759064J-25-8



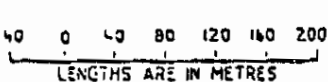
**AB759064J**

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**GRANT ST QUENTIN**  
 SURVEYORS

78 LITTLE RYRIE STREET GEELONG 3220  
 PO BOX 919 GEELONG 3220  
 PH (03)52292011 FAX (03)52292909



ORIGINAL  
 SCALE SHEET SIZE  
 1:4000 A3

LICENSED SURVEYOR (PRINT) WILLEM. NAGEL

SIGNATURE

DATE 8/11/00

REF 4400/00

VERSION 02

SHEET 2 OF 2 5-1173

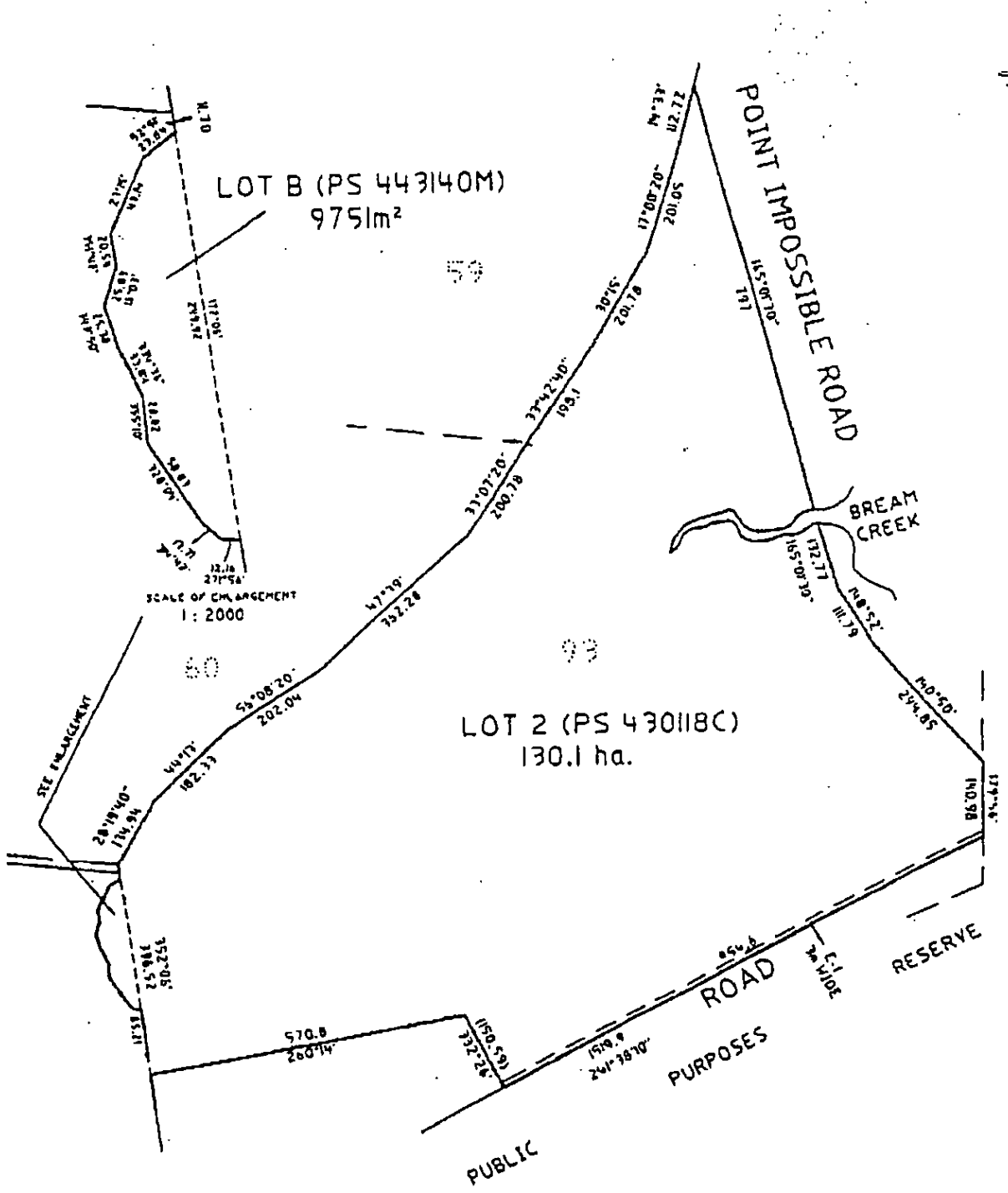
DATE 15/7/03

COUNCIL DELEGATE SIGNATURE

**SCHEDULE 3 PLAN**

**Saltmarsh (former tip land)**





**AB759064J**  
 14/12/2002 \$59 173  


**GRANT ST QUENTIN SURVEYORS**  
 LITTLE RYRIE STREET GEELONG 3220  
 PO BOX 918 GEELONG 3220  
 PH (03)52292911 FAX (03)52292900

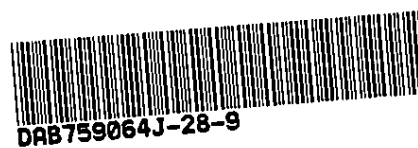
**PLAN OF PROPOSED LOTS  
 TO BE HELD IN TRUST**

DRAWN GDL	LEVEL GATJIM
DRAWING REF 4400TRUST	SURVEY REF 4400.59
EDITION 02	SCALE 1:6000
	A3

TOTAL P. 02

**SCHEDULE 4**

**EMP obligations**







**1. Schedule 4 – EMP obligations on owners of residential lots and commercial land**

Clause 8.1 of this Agreement and Schedule 2 to the Comprehensive Development Zone in the Surf Coast Planning Scheme requires an Environmental Management Plan to be prepared. Section 7 (EMP Elements) includes certain obligations on the owners and occupiers of residential and commercial land. These are summarised as follows:

**2. Element 1**

The EMP requires the Owner to raise public awareness of the importance of the Conservation zones by producing information sheets and providing these to each new owner at the time of purchase.

**3. Element 2**

Public access to the Saltmarsh (shown in the Schedule 3 Plan) is restricted and all domestic pets must be controlled to prevent them from straying on the Saltmarsh.

**4. Elements 4 and 10**

Owners must not plant or propagate any and weedy or potentially weedy plant species listed in the Appendix 1 to this Schedule. This includes any environmental weeds as published in Surf Coast Shire's booklet (Environmental Weeds: Invaders of our Surf Coast), a copy of which is to be provided to prospective purchasers.

Owners are required to use native predominantly indigenous vegetation in the planting and landscaping of their properties except that vegetable gardens and non native shrubs may be planted in backyards provided they cannot be views from the street when measured a mature height. A copy of the list of indigenous species which are encouraged is attached as Appendix 2 to this Schedule.

**5. Element 11**

Ref: 9941a01028

**AB759064J**

Page 1 of 2

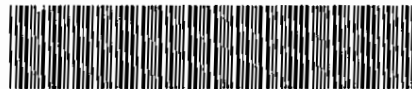


The EMP seeks to restrict access of domestic animals (cats and dogs) in environmentally sensitive habitats such as the Saltmarsh, Beach/Shoreline and the Moonah Coast Wirilda Shrubland Conservation Zones. Accordingly

- The keeping of cats only is prohibited on all properties east of a north south line 200m from White's Road that bounds the western edge of the development.
- Council's domestic pet regulations requires cats to be securely confined to the owner's premises between sunset and sunrise.
- A Conservation Covenant lodged in 1995 introduces exclusion zones for domestic pets in the Moonah Coast Wirilda Shrubland Conservation zones.
- All dogs within the development must be restrained by leads;
- Owners are encouraged to confine, register and desex their pets; and to use "doggy loos" or "pooh patches" to ensure the removal of dog faeces from beaches and walking tracks.

**6. Element 15**

Owners are responsible for ensuring that certain practices are carried out by contractors during the construction of any buildings and works on their property. This includes minimising dust and sedimentation runoff, and confining and disposing of hard rubbish, waste food and food scraps left on site.



DAB759064J-30-8

Ref: P:\Documents\Word Documents\9941\9941a01028.doc

# SCHEDULE 5 PLAN

## Foreshore Masterplan



DAB759064J-31-1

**AB759064J**

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## **SCHEDULE 6**

### **The Sands Comprehensive Development Plan Colour Schedule**






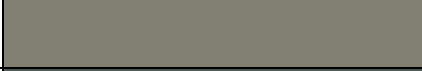

# The Sands Comprehensive Development Plan Colour Schedule

Wall Colours					
Haymes Colour Name	Dulux Colour Name	Dulux Code	Dulux LRV/Leaf	RGB	RGB Colour
Blackrock	Forest Black	30YY 10/038	21, 89	R96, G89, B86	
Saltbush	Swampy	P15B6	17, 19	R144, G141, B139	
Gleneagles	Teahouse	PG1F6	9, 27	R126, G126, B124	
St Georges Way	Goanna Grey	PGC2C8	9, 27	R100, G88, B79	
Spinfex	Army Issue	P15B5	25, 89	R161, G146, B130	
Wallaby Grass	Bronze	40YY 13/094		R115, G104, B89	
The Ninetieth	Harold			R133, G118, B106	
Lamond	Luck	PG1G9	5, 18	R73, G68, B67	
Peppers	Grey Tweed	30YY 22/059		R142, G133, B126	
Appleby	Caisson Green	45YY 24/158		R152, G137, B112	
Dunes	Burnt Bark	30YY 08/082		R94, G85, B76	
Druids	String Deep	P16B6	22, 93	R145, G134, B117	
Grey Sea	Bottle Green	PG1E6	18, 20	R119, G130, B126	
Coastal	Grey Mountain	40YY/25/074		R148, G139, B128	
Black Sheoak	Namadji	PG1F8		R86, G81, B78	
Torqx	Mansard Stone	30YY 20/029		R134, G129, B126	
Spear Grass	Taj	PO9D8	11, 66	R144, G78, B59	
Torquay	Picaninny	P09D7	15, 66	R165, G121, B109	
Links	Ticking	PG1A7		R92, G97, B103	
The Esplanade	Hildegard	PG1E5	22, 20	R132, G143, B140	
Tussock Grey	Carriage	P13B7	16, 81	R137, G114, B107	

Hanners	Columbia	P10B7	14, 69	R139, G101, B93	
Moonah Grey	Klute	PG1F5	21, 19	R139, G138, B136	
Spike	Guitar	P10B8	10, 69	R136, G79, B63	
Karaaf Wetlands	Nile Clay	P13B5	26, 81		<i>Colour not shown</i>
Mat Rush	Antique	P16B5	26, 93	R163, G150, B132	
Harrow	Tristan	PG2C5	23, 27	R151, G136, B120	
Thompson Creek	Otto's Boy	PG1G7	12, 18	R109, G105, B111	
Black Wattle	Domino	PG1A8		R80, G81, B83	
Swamp Gum	Brick Brown	P13B8	15, 81	R152, G104, B72	
Whites Beach	Cat Fish			R165, G159, B147	
Loch	Spanish Eyes	PG1F9	5, 19	R77, G70, B68	
Drooping Sheoak	Juvenile	PG1E7		R104, G107, B107	
Manna Gum	Monk	PG1G6	18, 18	R132, G127, B132	
Cobden	Western Myall	PG1F7		R105, G106, B108	
Correa	Jumbo	P16A7		R122, G115, B106	
Balmoral	Plateau Grey	40YY 20/081		R137, G126, B115	
Silver Banksia	Grey Hearth	30YY 16/032		R120, G115, B112	
Yellow Gum	Mudbath	P15B8	17, 89	R149, G115, B77	
Wathaurong	Namibia	P10B6	19, 69	R151, G124, B115	
Dune Thistle	Wistow	PG1E4	29, 20	R152, G162, B160	
Sea Box	Bronze Fig	P16B7	16, 93	R133, G120, B106	
Bunker	Ancient Olive	P13B9	12, 81		<i>Colour not shown</i>
Sea Storm	Pelaco	PG1G4	30, 18	R163, G158, B164	
Boobiella	Ruskie	P09D6	20,66	R150, G102, B94	

**Note: paint brands may be substituted if the RGB of the selected colour is equal to a colour in this list.**

Timber Finish Colours			
Quantum	Ginkgo	Quartz	Gumleaf
	Resida Green	Swampgum	Ironstone
	New Snowgum	Weathered Cedar	Sea House Grey
	Ebony	Onyx	Charcoal
	Old Gum		
Wood Tones	Dark Oak	Black	Walnut

Roof Colours		
Colourbond Colour	RGB	RGB Colour
Woodland Grey	R75, G76, B70	
Windspray	R136, G139, B138	
Jasper	R108, G97, B83	
Ironstone	R62, G67, B76	
Night Sky	R0, G0, B0	
Bushland	R129, G128, B115	
Plantation	R78, G89, B86	

**Note: colours may be substituted if the RGB of the selected colour is equal to a colour in this list.**



**Annexure B - The Sands Comprehensive Development Plan Colour Schedule**

## **SCHEDULE 6**

### **The Sands Comprehensive Development Plan Colour Schedule**






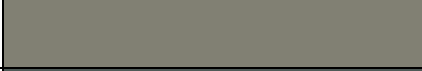

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Gleneagles	Teahouse	PG1F6	9, 27	R126, G126, B124	
St Georges Way	Goanna Grey	PGC2C8	9, 27	R100, G88, B79	
Spinfex	Army Issue	P15B5	25, 89	R161, G146, B130	
Wallaby Grass	Bronze	40YY 13/094		R115, G104, B89	
The Ninetieth	Harold			R133, G118, B106	
Lamond	Luck	PG1G9	5, 18	R73, G68, B67	
Peppers	Grey Tweed	30YY 22/059		R142, G133, B126	
Appleby	Caisson Green	45YY 24/158		R152, G137, B112	
Dunes	Burnt Bark	30YY 08/082		R94, G85, B76	
Druids	String Deep	P16B6	22, 93	R145, G134, B117	
Grey Sea	Bottle Green	PG1E6	18, 20	R119, G130, B126	
Coastal	Grey Mountain	40YY/25/074		R148, G139, B128	
Black Sheoak	Namadji	PG1F8		R86, G81, B78	
Torqx	Mansard Stone	30YY 20/029		R134, G129, B126	
Spear Grass	Taj	PO9D8	11, 66	R144, G78, B59	
Torquay	Picaninny	P09D7	15, 66	R165, G121, B109	
Links	Ticking	PG1A7		R92, G97, B103	
The Esplanade	Hildegard	PG1E5	22, 20	R132, G143, B140	
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Hanners	Columbia	P10B7	14, 69	R139, G101, B93	
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Karaaf Wetlands	Nile Clay	P13B5	26, 81		<i>Colour not shown</i>
Mat Rush	Antique	P16B5	26, 93	R163, G150, B132	
Harrow	Tristan	PG2C5	23, 27	R151, G136, B120	
Thompson Creek	Otto's Boy	PG1G7	12, 18	R109, G105, B111	
Black Wattle	Domino	PG1A8		R80, G81, B83	
Swamp Gum	Brick Brown	P13B8	15, 81	R152, G104, B72	
Whites Beach	Cat Fish			R165, G159, B147	
Loch	Spanish Eyes	PG1F9	5, 19	R77, G70, B68	
Drooping Sheoak	Juvenile	PG1E7		R104, G107, B107	
Manna Gum	Monk	PG1G6	18, 18	R132, G127, B132	
Cobden	Western Myall	PG1F7		R105, G106, B108	
Correa	Jumbo	P16A7		R122, G115, B106	
Balmoral	Plateau Grey	40YY 20/081		R137, G126, B115	
Silver Banksia	Grey Hearth	30YY 16/032		R120, G115, B112	
Yellow Gum	Mudbath	P15B8	17, 89	R149, G115, B77	
Wathaurong	Namibia	P10B6	19, 69	R151, G124, B115	
Dune Thistle	Wistow	PG1E4	29, 20	R152, G162, B160	
Sea Box	Bronze Fig	P16B7	16, 93	R133, G120, B106	
Bunker	Ancient Olive	P13B9	12, 81		<i>Colour not shown</i>
Sea Storm	Pelaco	PG1G4	30, 18	R163, G158, B164	
Boobiella	Ruskie	P09D6	20,66	R150, G102, B94	

**Note: paint brands may be substituted if the RGB of the selected colour is equal to a colour in this list.**

Timber Finish Colours			
Quantum	Ginkgo	Quartz	Gumleaf
	Resida Green	Swampgum	Ironstone
	New Snowgum	Weathered Cedar	Sea House Grey
	Ebony	Onyx	Charcoal
	Old Gum		
Wood Tones	Dark Oak	Black	Walnut

Roof Colours		
Colourbond Colour	RGB	RGB Colour
Woodland Grey	R75, G76, B70	
Windspray	R136, G139, B138	
Jasper	R108, G97, B83	
Ironstone	R62, G67, B76	
Night Sky	R0, G0, B0	
Bushland	R129, G128, B115	
Plantation	R78, G89, B86	
<b>Note: colours may be substituted if the RGB of the selected colour is equal to a colour in this list.</b>		