

5 Ordinary Business

5.1 T210071PA - Development of the land for four (4) Dwellings on a lot and to end restrictive covenant P601136V at 6 Bridle Place, Pakenham VIC 3810

Responsible GM: Kristen Jackson

Author: Julie Bowyer

Recommendation(s)

That Council refuse to grant Planning Permit T210071 for the development of the land for four (4) Dwellings on a lot and to remove restrictive covenant P601136V at L283 LP212290, 6 Bridle Place, Pakenham VIC 3810 on the following grounds:

1. Council cannot be satisfied that the removal of the restriction will be unlikely to cause any beneficiary of the restriction any detriment of any kind (including any perceived detriment) as a consequence of the removal of the restriction.
2. The removal of the restriction will detrimentally affect the interests of surrounding landowners under Clause 52.02 of the Cardinia Planning Scheme.
3. The removal of the restriction is inconsistent with the orderly planning of the area.

Attachments

1. Locality Map [5.1.1 - 1 page]
2. Current Plans and Documents [5.1.2 - 33 pages]
3. CONFIDENTIAL - Copy of Objections - Circulated to Councillors only [5.1.3 - 5 pages]

Executive Summary

APPLICATION NO.:	T210071
APPLICANT:	Ms Racquelyn Isip of RHAX Architecture Studio
LAND:	L283 LP212290, 6 Bridle Place, Pakenham VIC 3810
PROPOSAL:	Development of the land for four (4) Dwellings on a lot and to end restrictive covenant P601136V
PLANNING CONTROLS:	General Residential Zone – Schedule 1 Development Contributions Plan overlay – Schedule 1
NOTIFICATION & OBJECTIONS:	Pursuant to Section 52 of the <i>Planning and Environment Act</i> 1987, the application was advertised by sending notices to the owners and occupiers of

	<p>adjoining land; placing a sign on site; and placing a notice in the Pakenham Gazette newspaper, dated Wednesday 23 June 2021, page 58.</p> <p>Two (2) objections were received during advertising and have been considered in this assessment.</p>
KEY PLANNING CONSIDERATIONS:	<ul style="list-style-type: none"> • The requirements of Section 60 (5) of the Planning and Environment Act (1987); • The actual and/or perceived detriment to adjoining land-owners and listed beneficiaries of P601136V, 05/01/1990; • Neighbourhood character; • Amenity.
RECOMMENDATION:	That the proposal be refused.

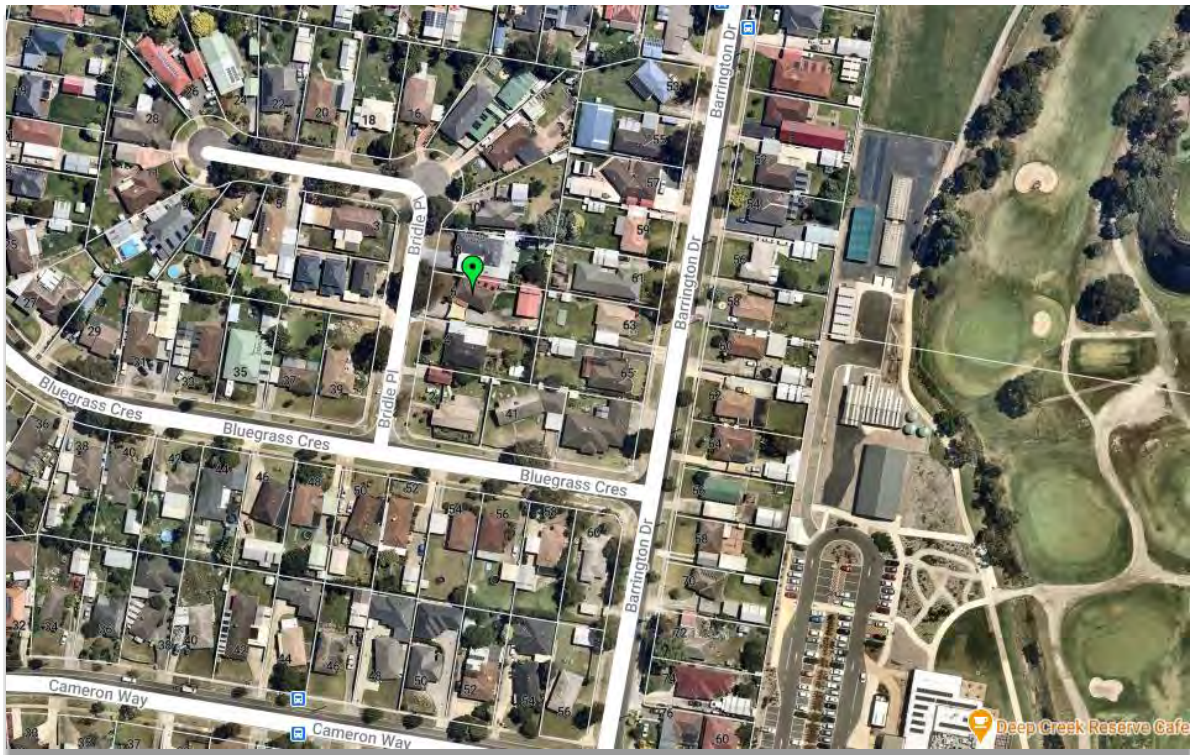
Background

The site is located in an established residential area of Pakenham where development largely consists of detached single dwellings. The allotment is on the eastern side of Bridle Place, within 2 kilometres of Pakenham's commercial centre and train station. Princes Freeway is located approximately 1,300 metres to the north west, with reserves and public open space within approximately 200 metres.

The Title is subject to a restrictive covenant P601136V, dated 05/01/1990 which restricts the registered proprietor or proprietors of each of the lots on Plan of Subdivision PL212290W and every part thereafter transferred, to the development of one private dwelling house; and not less than 70% of the external walls of said dwelling to consist of brick, brick veneer, stone or like materials.

There is no Planning Permit history for the site.

Subject Site



The Site is a regular-shaped rectangle allotment measuring 783.02sqm and is located on the eastern side of Bridle Place. The site has a frontage measuring 18 metres and a depth of 43.6metres.

Currently the allotment is developed with a single dwelling. The site has an existing crossover to Bridle Place and features vegetation in the road reserve, otherwise is cleared of vegetation.

The Topography of the site is flat.

There are restrictions registered to the title:

- Covenant P601136V, 05/01/1990. Covenants the registered proprietor or proprietors of each of the lots on Plan of Subdivision PL212290W and every part thereafter transferred, will not erect or build more than one private dwelling house; and not less than 70% of the external walls of said dwelling consist of brick, brick veneer, stone or like materials.
- Agreement Section 173 Planning and Environment Act 1987, AK379238Q, 03/06/2013 between Cardinia Shire Council and D.J. & C.A. O'Driscoll provides Council consent to build over the easement (E-2 Drainage and Sewer easement located parallel to the rear eastern boundary).

The allotment is burdened by an E-2 easement that is 2 metres in width and runs parallel with the rear (eastern) boundary for a length of 18 meters for the purpose of drainage and Sewerage.

The characteristics of the surrounding area can be described in the following ways:

North	Abuts No. 8 Bridle Place which features a single dwelling with built form abutting the shared boundary and a setback from Bridle Place measuring approximately 6.3 meters. Further north are similarly sized and zoned allotments with single dwellings.
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East	Abuts No. 63 Barrington Drive, which features a single dwelling. Further east are similarly sized and zoned residential allotments.
South	Abuts No. 4 Bridle Place, which features a single dwelling with a setback from the street of approximately 8.8 meters. Further east are similarly sized and zoned residential allotments.
West	Addresses Bridle Place. Further west are similarly sized and zoned residential allotments. Opposite the subject allotment is No. 1 Bridle Place, which is developed with three dwellings and featuring a minimum setback from Bridle Place of approximately 4.8 meters.

Relevance to Council Plan

5.1 We practise responsible leadership

5.1.1 Build trust through meaningful community engagement and transparent decision-making.

Proposal

The proposal contemplates the removal of restrictive covenant P601136V (05/01/1990) to enable the development of the land for four (4) dwellings.

Restrictive covenant P601136V (05/01/1990)

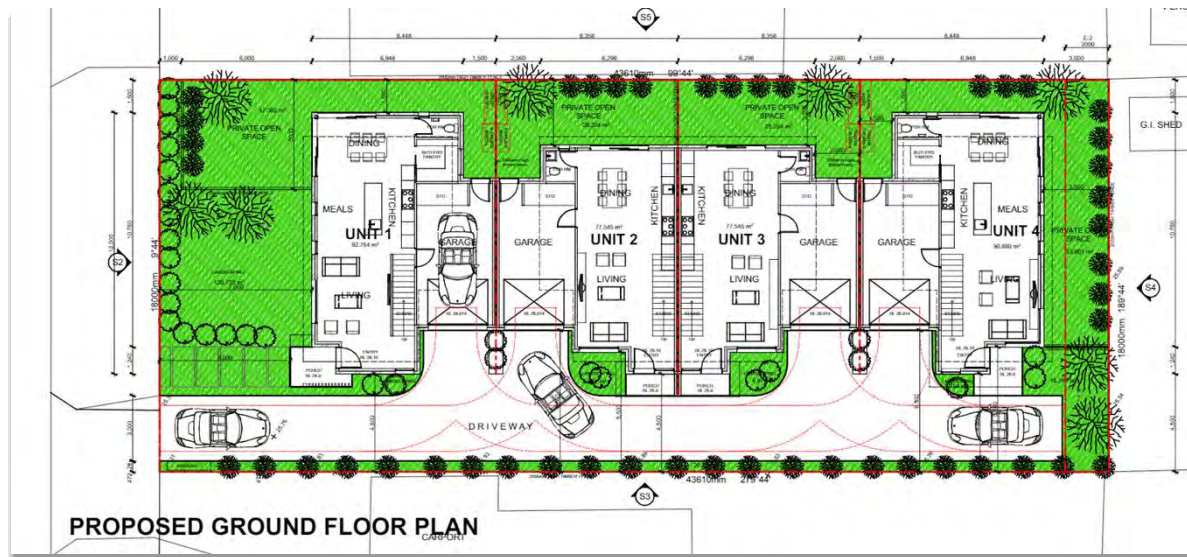
P601136V, 05/01/1990 covenants that the registered proprietor or proprietors of each of the lots on Plan of Subdivision PL212290W and every part thereafter transferred, will not erect or build more than one private dwelling house; and not less than 70% of the external walls of said dwelling consist of brick, brick veneer, stone or like materials.

The proposal seeks to remove the restrictive covenant.

Proposed development

Location: The dwellings will be positioned adjacent to the northern side boundary with the common driveway running parallel to the southern side boundary as per the proposed site plan below.

The unit developments will have a minimum setback of 6 metres from the western boundary adjacent to Bridle Place; a minimum side setback from the northern boundary of 1.5 metres (Unit 1 and 4); Unit 4 will have a minimum setback from the rear eastern boundary of 2.6 metres; and a 3.5 metre setback from the southern side boundary (units 2 and 3).



Measurements:

	Ground Fl area	1st Fl area	Total Fl area	POS	Car parking
Unit 1	92.7sqm	65.7sqm	158.4sqm	47.3sqm	1
Unit 2	77.5sqm	60.63sqm	138.13sqm	28.2sqm	1
Unit 3	77.5sqm	60.63sqm	138.13sqm	28.2sqm	1
Unit 4	91sqm	65.7sqm	156.7sqm	54sqm	1

GARDEN AREA ANALYSIS:

UNIT 1

SITE AREA	213.5 SQM
TOTAL GARDEN AREA	120.7 SQM

UNIT 2

SITE AREA	110.7 SQM
TOTAL GARDEN AREA	33.1 SQM

UNIT 3

SITE AREA	110.7 SQM
TOTAL GARDEN AREA	33.1 SQM

UNIT 4

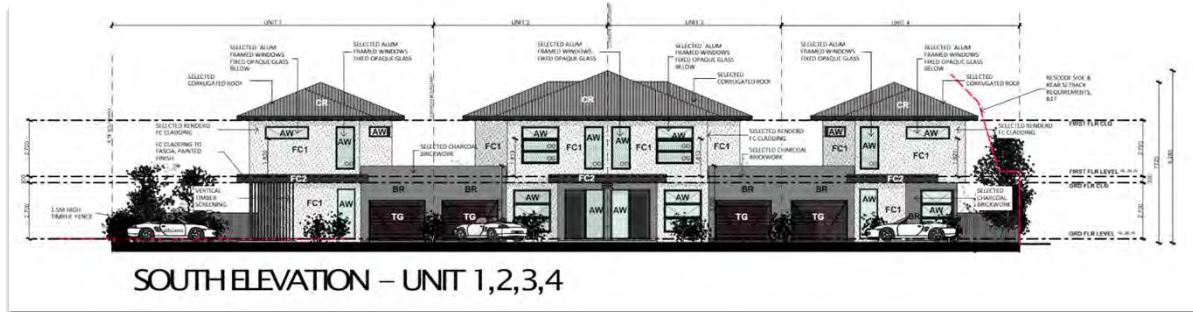
SITE AREA	163 SQM
TOTAL GARDEN AREA	72 SQM

Currently the garden area equates to 40% over the entire site. The General Residential Zone requires a minimum of 35% of the site to be set aside for garden area.

Internal configuration: Each Unit features an open ground floor configuration where the kitchen and butlers pantry, powder room, living and dining area are located. There is internal access

from the ground floor to the garage spaces. The first floor features two bedrooms (one master suite with WIR and ensuite), a bathroom, study nook and powder room.

Height and form: The centrally located apex of Units 2 and 3 measures 8.3 meters from the natural ground level to the apex of the roof. The units each feature two storeys and are within the maximum height and storey requirements of clause 32.08-10.



Materials and Finishes: The proposal features a combination of materials and finishes; The ground floors will employ brickwork (Black) and fibre cement finished in Dulux Terrace white. The first floors will feature Fibre cement finished in Dulux Terrace White. The roofs will be clad in Corrugated iron finished in Shale Grey with garage doors finished in Monument.

Access: Provided by a common driveway measuring 3 meters at the crossover. A car manoeuvrability plan has been provided.

Landscaping: A landscaping plan has been provided that indicates the inclusion of trees, shrubs and groundcover plants.

Earthworks: The topography is flat, avoiding the necessity for earthworks in excess of a surface scrape.

Car Parking: Four Dwellings on a lot, each with two bedrooms (and no study that can be closed off) requires 1 car space each dwelling. The plans indicate one garage space for each dwelling. No visitor parking is required as there are only four dwellings to the lot.

Planning Scheme Provisions

Zone

The land is subject to the General Residential Zone – Schedule 1.

Overlays

The land is subject to the Development Contributions Plan Overlay – Schedule 1.

Planning Policy Framework (PPF)

The relevant clauses of the PPF are:

- Clause 15.01-1S Urban Design
- Clause 15.01-2S Building Design
- Clause 15.01-5S Neighbourhood character
- Clause 16.01-1S Housing supply
- Clause 16.01-2S Housing affordability
- Clause 19.03-2S Infrastructure Design and Provision

Local Planning Policy Framework (LPPF)

The relevant clauses of the LPPF are:

- Clause 21.01 Cardinia Shire Key Issues and Strategic Vision
- Clause 21.03-1 Housing
- Clause 21.03-2 Urban Established Areas – Beaconsfield and Pakenham

Relevant Particular/General Provisions and relevant incorporated or reference documents

The relevant provisions/ documents are:

- Clause 52.02 Easements restrictions and reserves
- Clause 52.06 Car Parking
- Clause 53.18 Stormwater management in Urban Development
- Clause 55 Two or more dwellings on a lot and Residential Buildings
- Clause 65 Decision Guidelines;
- Clause 66 Referral and Notice Provisions;
- Clause 71.02-3 Integrated Decision Making
- Cardinia Shire's Liveability Plan 2017-2029

Planning Permit Triggers

- Pursuant to Clause 32.08-6 of the General residential Zone a permit is required construct two or more dwellings on a lot; and
- Pursuant to Clause 52.02 a permit is required before a person proceeds under Section 23 of the *Subdivision Act 1988* to create, vary or remove an easement or restriction or vary or remove a condition in the nature of an easement in a Crown grant.

Public Notification

The application has been advertised pursuant to Section 52 of the *Planning and Environment Act 1987*, by:

- Sending notices to the owners and occupiers of adjoining land.
- Placing a sign on site.
- Placing a notice in the Pakenham Gazette newspaper, dated Wednesday 23 June 2021, page 58.

The notification has been carried out and the statutory declaration has been submitted to Council on Monday 5th July 2021.

Council has received two (2) objections to date (27 July 2021).

The key issues that were raised in the first objection are as follows:

- The first objection was received by Council on 13 February 2021 (predating the advertising period) drawing Council's attention to the restrictive covenant P601136V, which covenants the owner to not erect or build more than one private dwelling house; and not less than 70% of the external walls of said dwelling consist of brick, brick veneer, stone or like materials. This objection pre-dated the receipt of the Further Information requested of the applicant, which included a copy of P601136V.
- An additional objection from the same objector was subsequently received by Council on 25 May 2021 identifying the *perceived* and *actual* detriment to the beneficiaries of the covenant including:
 - Financial loss (reduction in property values);
 - Loss of amenity (overshadowing, visual bulk, increased demand for on street car parking, increase in traffic);
 - Density (2-3 bedrooms for each block [sic]);
 - Change of character (due to increase of density);
 - Increased demand on infrastructure;
 - Supreme Court findings re EAPE (Holdings) Pty Ltd that the beneficiaries would experience *actual* injury.

The key issues that were raised in the second objection made by an owner of a lot listed as a beneficiary of P601136V are as follows:

- Hardship experienced as a result of increased noise;
- Loss of privacy;
- Loss of a feeling of safety and security;
- Increased demand on and inability of the existing infrastructure to cope with the demand;
- Increased risk of flooding;
- Consequences of increase human inhabitants (16 in total), and cats and dogs;
- Financial loss (reduction in property values).
- Loss of neighbourhood character.
- Loss of amenity.

A copy of the objections has been provided to the applicant to respond to and their response has been provided, albeit a redacted version, to the objectors providing them with an opportunity

to withdraw or revise their objections (dated 29/7/2021). Council has not received any requests to withdraw or revise objections to date (6/8/2021).

Referrals

External Referral/Notices

Referrals/ Notice	Referral Authority	Brief summary of response
Section 55 Referrals	NA	-
Section 52 Notices	NA	-

Internal Referrals:

Internal Council Referral	Advice/ Response/ Conditions
Engineering	No objection (subject to conditions)
Traffic	No objection (subject to conditions)

Discussion

The proposal for the Development of the land for four (4) Dwellings on a lot and to end restrictive covenant P601136V fails against the objectives of the Cardinia Planning Scheme and the tests of Section 60(5) of the *Planning and Environment Act 1987*.

The main issues for consideration in assessing the proposal are as follows:

- Compliance with the relevant policies in the Planning Policy Framework and Local Planning Policy Framework / strategic justification for the proposal;
- Compliance with the requirements of GRZ1, including the standards and objectives of Clause 55 of the Cardinia Planning Scheme;
- Whether the proposal to remove the restrictive covenant meets the requirements of Section 60 (5) of the *Planning and Environment Act 1987* and decision guidelines of Clause 52.02;
- Whether the proposal poses actual and/or perceived detriment to adjoining land-owners and listed beneficiaries of P601136V, 05/01/1990;
- Whether the proposed development is acceptable in the context of the existing or preferred neighbourhood character; and
- The impact of the development on the amenity of the adjoining sites.

It is considered that the removal of the restrictive covenant cannot be supported, prohibiting the proposed four-unit development. The following discussion first addresses the requirements of the *Planning and Environment Act 1987*, and then deliberates the development proposal.

Restrictive Covenants and Clause 52.02 - Easements, Restrictions and Reserves

A permit is required under clause 52.02 (Easements, Restrictions and Reserves) to enable the removal of restrictions registered to the Title, which must consider the interests of affected people, who are defined as beneficiaries of covenant P601136V.

P601136V, 05/01/1990 covenants the registered proprietor or proprietors of each of the lots on Plan of Subdivision PL212290W and every part thereafter transferred, will not erect or build more than one private dwelling house; and not less than 70% of the external walls of said dwelling consist of brick, brick veneer, stone or like materials.

For covenants that predate 25 June 1991, the requirements of Section 60 (5) of the *Planning and Environment Act 1987* apply. Section 60 (5) requires that the Responsible Authority (hereafter RA) must not grant a permit which allows the removal or variation of a restriction referred to in subsection (4) unless it is satisfied that:

- (a) *The owner of any land benefited by the restriction (other than an owner who, before or after the making of the application for the permit but not more than three months before its making, has consented in writing to the grant of the permit) will be unlikely to suffer any detriment of any kind (including any perceived detriment) as a consequence of the removal or variation of the restriction; and*
- (b) *If that owner has objected to the grant of the permit, the objection is vexatious or not made in good faith.*

First, it is worth noting the benefits intended to be conferred by a single dwelling covenant which have been succinctly expressed by Associate Justice Mukhtar in *Re Morihovitis* ([2016] VSC 684 at paragraph 17) as follows:

..the manifest purpose or benefit of a single dwelling covenant is to maintain the building density in an area, variously put by saying that single dwellings keep the peace and tranquillity or ambience of an area, as the presence of multiple dwellings on land brings with it added use, more people (maybe tenants), more cars, more movement, reduction in land values and space, more noise or general hustle and bustle, more rubbish and waste collection, so on and so forth.^[17]

The test under Section 60(5) presents a high bar for an applicant to surmount. As pointed out by Member Whitney in *Bulalino v Darebin CC* [2019] VCAT 237, there must be satisfaction of a negative: “namely, that any beneficiary will be unlikely to suffer any detriment of any kind (including any perceived detriment) as a consequence of the removal or variation of the restriction”, at paragraph 15 (P1534/2018). In the application before Council, the applicant has provided development plans that indicate four dwellings each of two storeys. The development proposal is dependent on the ending of the restrictive covenant and provides Council with a real basis upon which to assess possible detriment. Again, Member Whitney provides direction here; “*detriment* for the purposes of Section 60(5) can take various forms and includes direct physical amenity impacts (perhaps of the nature experienced by an adjoining land owner) as well as non-physical amenity impacts ‘including perceptions of neighbourhood character or an appeal to aesthetic judgement’”, at paragraph 18.

The proposed removal of the restrictive covenant P601136V, 05/01/1990 was advertised in accordance with the requirements of clause 52.02 and Section 60(5) *Planning and Environment Act 1987*. The advertising included every lot identified by the restrictive apparatus LP12290W, which includes lots 266 – 284 (19 LOTS), and surrounding and adjoining lots,

Council has received two (2) objections with both objectors listed as beneficiaries of the covenant.

Salient to the application currently before Council, the tribunal determined in *Castles v Bayside CC* [2004] VCAT 864 at paragraph 41 that an objection citing detriment must be shown as “a detriment consequent on the variation of the covenant. There may be all sorts of detriments

related to a possible development, but if they are unrelated to the covenant, then they are not relevant from the point of view of Section 60(5)(a)". The concerns of both objecting parties reference the development of four dwellings should the ending of the restrictive covenant be supported and will be discussed below.

Response to Objections

Two objections have been received in relation to this application, both of which are located in Bridle Place. The objector concerns are summarised and addressed below:

- ***Financial loss as a result of reduced property values:***

In *Castles v Bayside CC* [2004] VCAT 864 at paragraph 33 the Tribunal stated: "Property value is not, in itself, a planning consideration. Amenity questions are, and if values are affected by adverse amenity effects, then it is the amenity questions that must be considered, not their ramifications in terms of property values".

As above, Clause 52.02 does not require any consideration of economic interests and property values are not a planning consideration. A common argument regarding the increasing population of Melbourne driving housing demand and property prices upward could be relied upon to justify multi-dwelling development however, this argument also supports the retention of single dwelling covenants that are "a property law right that limits development and so contributes to people's expectations as to what level or extent of density and development will occur in this area" and this contributes to creating neighbourhood character and is highly valued by residents, as observed in paragraph 43, *Bulalino v Darebin CC* [2019] VCAT 237. It is just as likely therefore that multi-unit development contributes to the erosion of property values in the area.

- ***Loss of amenity associated with overshadowing and bulk:***

Despite the fact that:

- The proposal complies with the requirements of B21 (overshadowing Open Space) with Shadow Diagrams identified as TP06, TP07 and TP08 indicating that sunlight to the secluded private open space of neighbouring allotments will not be reduced by more than 75%, or 40sqm with a minimum 3 meter width and the adjacent allotments will each receive a minimum of 5 hours of sunlight between 9am and 3pm on the 22 September; and
- The proposal also indicates that light to habitable room windows on adjoining allotments will not be compromised, in accordance with the requirements of B19; and
- The proposal complies with the setback requirements of clause 55.03 and standards B6 (Street setback), B7 (Building height), B8 (site coverage), B17 (side and rear setbacks), and avoids walls on any boundaries; and
- That a single dwelling covenant does not prohibit the development of a single large dwelling that would result in the same loss of amenity associated with overshadowing and bulk,

The grounds of objection cite planning considerations and the applicant in response to the concerns of the objectors has not satisfied the high bar required by Section 60(5) of disproving the negative. Subsequently, the objections regarding the loss of amenity associated with overshadowing and bulk have not been suitably addressed or withdrawn, and the risk of detriment remains.

- ***Loss of amenity associated with compromised privacy, safety and security:***

The applicant has provided boundary fencing on the northern side boundary measuring 2 meters in height, and north-facing, first floor windows feature opaque glass to a height

of 1.8m, both of which would likely contribute to the preservation of privacy on the adjoining allotment.

It should also be noted that a single dwelling covenant does not protect against the development of a large -storey dwelling that is conceived to compromise privacy, safety and security.

While the perceptions of compromised safety and security associated with new inhabitants of development is not a matter that can be assessed by the planning scheme, the perception of compromised safety of a beneficiary of the restrictive covenant must be considered as a detriment suffered as a consequence of the ending of the covenant and the subsequent development of four two-storey dwellings. The provision of opaque glass and boundary fencing, while laudable, will not insure against any detriment, real or perceived, being experienced by the objector.

- ***Increased traffic:***

The proposal contemplates the development of four two-bedroom units and provides one dedicated car parking space for each unit, as is required for a development of this nature. The proposal has been assessed by Council's Traffic Department, who have not raised concerns regarding the increase of traffic on Bridle Place or surrounds as a result of this development. However, there is the potential for the proposed development resulting in an additional eight (8) cars if both bedrooms of each dwelling was occupied by the owner of a vehicle, which would represent a discernible increase in traffic and the demand for on-street parking in a small cul de sac such as Bridle Place.

- ***The proposal is not consistent with the existing character of the street:***

The proposal was assessed against the requirements of the Planning Policy Framework and Clause 55 – two or more dwellings on a lot. Clause 15.01-5S of the Cardinia Planning Scheme addresses neighbourhood character and has the objective to support and protect neighbourhood character, cultural identity and sense of place through the support of development that respects the existing, or contributes to the preferred neighbourhood character. While the four dwelling development supports elevated housing densities in the vicinity of existing infrastructure and services, the proposed built form contrasts with the existing single storey detached dwellings pattern of development in Bridle Place. An assessment of the proposal against Standard B1 Neighbourhood Character has been undertaken. While the proposed double storey dwellings are modest in scale, feature an average front setback and reflect an emerging character of the surrounding Pakenham area. The proposed development will present built form extending 34.4 meters along the length of 43 metre-long site, which has been specifically referred to by an objector as causing a loss of amenity.

- ***Increased demand on existing infrastructure (causing increased street flooding):***

The proposal has been assessed against the requirements of Standard B4 (clause 55). There is existing infrastructure within the street and the proposal will not overload this infrastructure. Additionally, a Water Sensitive Urban Design Report for the development of four dwellings has been provided to satisfy the requirements of clause 53.18.

Claims by Objector 2 regarding increased flooding events in the street are more likely due to blocked drainage, as opposed to the increased load associated with the additional dwellings on 1 Bridal Street.

- ***Increased density:***

Increased density is supported by the General Residential Zone, which encourages diversity of housing types and moderate housing growth in areas that have good access to services and transport. It is also supported by state and local planning policy (clauses 15.01-1S, 15.01-4S, 16.01-1S, 16.01-2S and 18.02-1S, 18.02-2S). Sustainable urban development implies increased residential densities and is an objective of clause 9 of

Plan Melbourne though contradicts the purpose of the one dwelling on a lot covenant that applies to the lot. The sequence of events is salient here given the four dwelling development can only proceed as a result of the ending of the restrictive covenant, to which increased density is identified as the basis of perceived detriment.

- ***Increased noise:***

There are no unreasonable noise sources proposed within the development (e.g. inappropriately located air conditioning units). Future occupiers are not a planning consideration however, if we cite those benefits intended to be conferred by a single dwelling covenant expressed by Associate Justice Mukhtar, 'the peace and tranquillity or ambience of an area' is likely to be eroded by 'more people (maybe tenants), more cars, more movement...more noise or general hustle and bustle, more rubbish and waste collection, so on and so forth', and is a detrimental consequence of the proposal.

- ***The proposal is incompatible with the requirements of restrictive covenant P601136V, 05/01/1990:***

Objector 1 has cited Councils perspective employed in VCAT P1877/2016 (refusal to grant a permit to vary a restrictive covenant) and VCAT P1120-2016 for the cancellation of the Development Permit T140723 as the basis of the objection to Council contemplating the application currently being assessed. These issues have been discussed previously.

Conclusion

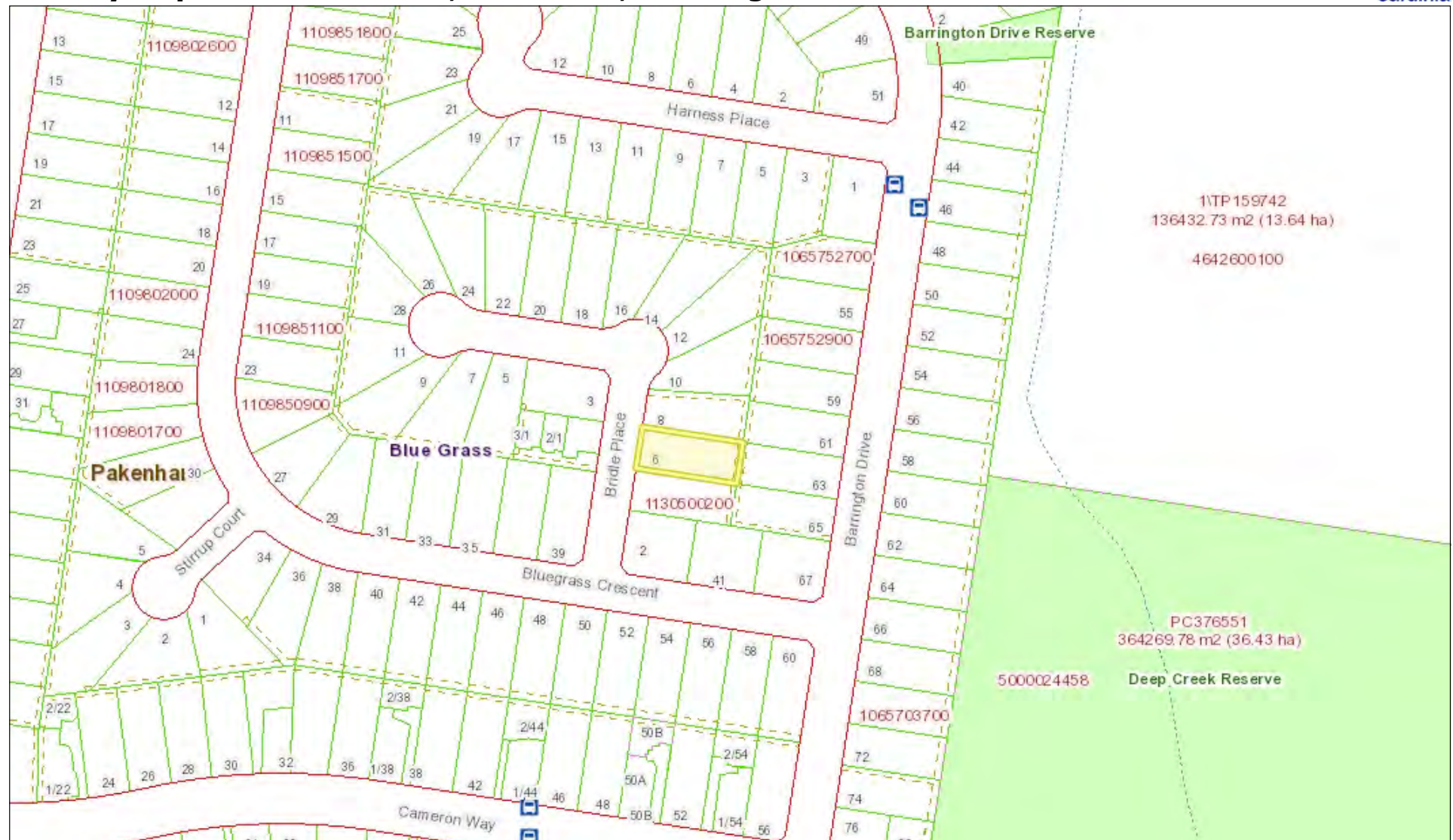
While the development component of the application has been assessed against the requirements of the Planning Policy Framework and Local Planning Policy Framework, and standards and objectives of Clause 55 of the Cardinia Planning Scheme, the assessment is mute as the application fails to satisfy the 'tests' of Section 60(5)(a) and Section 60(5)(b).

The concerns of the objectors address the multi-dwelling development that would be the consequence of the proposal to end the restrictive covenant P601136V, 05/01/1990, highlighting the detriment to the neighbourhood character of the area, as well as some physical amenity issues, possible traffic consequences and general privacy and safety concerns. Given the very high bar of the statutory test in Section 60 (5) Council cannot be satisfied that the owner of any land benefited by the restrictive covenant will not suffer any detriment of any kind (including any perceived detriment) as a consequence of the removal of the restrictions. Further, Council cannot be satisfied that the objections to the application were made to cause annoyance or vexation to the applicant.

Therefore, it is recommended that the proposal for the Development of the land for four (4) Dwellings on a lot and to remove restrictive covenant P601136V be refused on the following grounds:

1. Council cannot be satisfied that the removal of the restriction will be unlikely to cause any beneficiary of the restriction any detriment of any kind (including any perceived detriment) as a consequence of the removal of the restriction.
2. The removal of the restriction will detrimentally affect the interests of surrounding landowners under Clause 52.02 of the Cardinia Planning Scheme.
3. The removal of the restriction is inconsistent with the orderly planning of the area.

Locality Map for 6 Bridle Place, Pakenham, Planning Permit T210071



111.8 0 55.90 111.8 Meters

1:2,201

Data Source: State & Local Government. © CARDINIA SHIRE COUNCIL

12-Aug-2021

Notes





ePlanning

Application Summary

Porta Reference	A 2 52UH	This copied document is made available for the purpose of the planning process as set out in the Planning and Environment Act 1987. The information must not be used for any other purpose. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose specified above and that any dissemination, distribution or copying of this document is strictly prohibited.
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Basic Information

Proposed Use	Construct on of 4 Dwe ngs on a ot
Current Use	S ng e Storey Res dence
Cost of Works	\$885,000
S te Address	6 Br d e Pace Pakenham 38 0

Covenant Disclaimer

Does the proposa breach, n any way, an encumbrance on t e such as restr ct ve covenant, sect on 73 agreement or other ob gat on such as an easement or bu d ng enve ope?

No such encumbrances are breached

Note Dur ng the app cat on process you may be requ red to prov de more nformat on n re at on to any encumbrances

Regulation Fee Condition		Amount	Modifier	Payable
9 C ass 2	More than \$ 00,000 but not more than \$,000,000	\$,547 60	00%	\$,547 60
		Total		\$1,547.60

Meetings

Meeting Type	Officer Name	Date of Meeting



Civic Centre
20 Siding Avenue, Officer, Victoria

Council's Operations Centre (Depot)
Purton Road, Pakenham, Victoria



Postal Address
Cardinia Shire Council
P O Box 7, Pakenham VIC, 38 0

Email: mail@cardinia.vic.gov.au



Monday to Friday 8 30am 5pm
Phone: 300 787 624
After Hours: 300 787 624
Fax: 03 594 3784



ePlanning

Documents Uploaded

Date	Type	Filename
05/02/2021	Submission	PROPOSED TOWNHOUSE DEVELOPMENT PDFs.pdf

Remember to sign against the law to provide false or misleading information, which could result in a heavy fine and cancellation of the permit.

Lodged By

Submitter User	[REDACTED]	[REDACTED]	[REDACTED]
Submission Date	05 February 2021	2:35 PM	

Declaration

☒ By ticking this checkbox, [REDACTED], declare that all the information in this application is true and correct; and the Applicant and/or Owner (if not myself) has been notified of the application.

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20 Siding Avenue, Officer, Victoria

Council's Operations Centre (Depot)
Purton Road, Pakenham, Victoria



Postal Address
Cardinia Shire Council
P.O. Box 7, Pakenham VIC, 3860

Email: mail@cardinia.vic.gov.au



Monday to Friday 8:30am - 5pm
Phone: 300 787 624
After Hours: 300 787 624
Fax: 03 594 3784

Cardinia Shire Council

Application to amend a current planning application



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Application
number:

T210071

Address of subject
site

6 BRIDLE PLACE PAKENHAM

Pursuant to which section of the Planning and Environment Act 1987 is this amendment being made?

Section 50 – Amendment to application at request of applicant before notice:



Section 50A – Amendment to application at request of responsible authority before notice:



Section 57A – Amendment to application after notice is given:



What is the purpose of the amendment? Please list all changes:

TO END THE RESTRICTIVE COVENANT PG011 36V.

Declaration

I declare that all the information in this application is true and correct and the owner (if not myself) has been advised of the planning permit application.

Cardinia Shire Council

Application to amend a current planning application

1

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Print name:	
Signature:	

Fees	
Amendment in accordance with Section 50 or 50A	Nil
Amendment pursuant to Section 57A	40% of the fee applicable to the original permit class plus the difference in fees if the amendment changes the class of permit to that with a higher application fee.

Lodgement of application

Your application can then be sent via email, mail or submitted in person at Council's Civic Centre.

Assistance

If any assistance in completing this form is required, we recommend you contact Council's Statutory Planning Unit on 1300 787 624 before lodging an application. Insufficient or unclear information may delay the processing of your application.

Note: Any material submitted with this application, including plans and personal information, will be made available for public viewing, including electronically, and copies may be made for interested parties for the purpose of enabling consideration and review as part of a planning process under the Planning and Environment Act 1987.

Cardinia Shire Council
Civic Centre
20 Siding Avenue, Officer

PO Box 7
Pakenham 3810 (DX 81006 Pakenham)

Phone: 1300 787 624
Email: mail@cardinia.vic.gov.au
Web: cardinia.vic.gov.au

National Relay Service (NRS)
TTY: 133 677 (ask for 1300 787 624)
Speak and Listen (speech-to-speech relay): 1300 555 727 (ask for 1300 787 624)

Translator Interpretation Service
131 450 (ask for 1300 787 624)





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

Page 1 of 1

VOLUME 09887 FOLIO 993

Security no : 124087854898Y

Produced 01/02/2021 01:24 PM

LAND DESCRIPTION

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Lot 283 on Plan of Subdivision 212290W.
PARENT TITLE Volume 09867 Folio 089
Created by instrument LP212290W 07/07/1989

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT (as to whole or part of the land) in instrument P601136V 05/01/1990

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 or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AK379238Q 03/06/2013

DIAGRAM LOCATION

SEE LP212290W 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: 6 BRIDLE PLACE PAKENHAM VIC 3810

ADMINISTRATIVE NOTICES

NIL

DOCUMENT END



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Document Type	Plan
Document Identification	LP212290W
Number of Pages (excluding this cover sheet)	1
Document Assembled	21/04/2021 13:30

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TOWN PLANNING COMMITTEE MEETING 6 SEPTEMBER 2021

ATTACHMENT 5.1.2

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OFFICE USE ONLY

LP212290W
EDITION 1
PARISH / TOWNSHIP / CHART
6.9

APPROVED

NOTATIONS

LAND SUBJECT TO EASEMENT
E-1 DRAINAGE VIDE LP 209609V.

LAND APPROPRIATED OR SET APART
ROADS WITHIN THE CONTINUOUS THICK LINES FOR WAY, DRAINAGE, SEWERAGE, AND SUPPLY OF WATER, TELEPHONE, ELECTRICITY, AND GAS.
E-2 DRAINAGE AND SEWERAGE

OTHER NOTATIONS
LOTS 1-265 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN

TO BE COMPLETED WHERE APPLICABLE
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NOS. IN PROCLAIMED SURVEY AREA NO.

THE LAND TO BE SUBDIVIDED IS SHOWN ENCLOSED BY THICK LINES

TITLE REF: VOL 9867 FOL 089
LAST PLAN REF: LP 212286H (LOT 11)

PLAN OF SUBDIVISION

COUNTY MORNINGTON
PARISH NAR-NAR-GOON (CHART NO 8 & 9)
CROWN ALLOTMENT 40 (PART) AND 41 (PART)

NUMBER OF SHEETS IN PLAN : 1
NUMBER OF THIS SHEET : 1

SCALE
10 5 0 10 20
LENGTHS ARE IN METRES
ORIGINAL SCALE SHEET SIZE
1:500 A2

OFFICE USE ONLY

LP212290W

VICTORIA

OFFICE USE ONLY

PLAN APPROVED
AT 7.7.89
ON

(ASSISTANT) REGISTRAR OF TITLES

CERTIFICATION BY SURVEYOR

I, RUSSELL JAMES JACKSON OF JOHN I. TAYLOR AND ASSOCIATES (VIC.) PTY. LTD. 484 ST KILDA ROAD, MELBOURNE 3004, HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED FROM THE ORIGINAL FIELD NOTES AND COMPUTATIONS OF GEOFFREY LESBIE COOPER L3. THE CLASSIFICATION OF THE SURVEY IS C3 AND THE SURVEY WAS COMPLETED ON 2/6/87
DATE: 23/9/87

Licensed Surveyor,
Surveyors Act 1978.

AMENDMENTS

JOHN I. TAYLOR & ASSOCIATES (VIC.) PTY. LTD.
LAND SURVEYORS TOWN PLANNERS AND CIVIL ENGINEERS
484 St Kilda Road, Melbourne 3004 Phone 267 2222

7-8-87
SURVEYORS REF
3086/11

CERTIFICATE OF MUNICIPAL CLERK

MUNICIPALITY SHIRE OF PAKENHAM COUNCIL REF. 68/2/228
CERTIFICATE A
THIS PLAN ACCORDS WITH A PLAN
■ SEALED BY THE COUNCIL UNDER SECTION 569B OF THE LOCAL GOVERNMENT ACT 1958 ON 1-2-88
■ CONFIRMED BY THE PLANNING APPEALS BOARD ON
■ AND A REQUIREMENT/NO REQUIREMENT PURSUANT TO SECTION 569E OF THE LOCAL GOVERNMENT ACT 1958 HAS BEEN MADE
DATE 1-2-88 MUNICIPAL CLERK

CERTIFICATE B
THIS PLAN ACCORDS WITH A PLAN EXEMPTED FROM SUBDIVISION (3) OF DIVISION (B) OF PART XIX OF THE LOCAL GOVERNMENT ACT 1958 BY
■ THE COUNCIL ON
■ THE PLANNING APPEALS BOARD ON
DATE MUNICIPAL CLERK



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Document Type	Instrument
Document Identification	P601136V
Number of Pages (excluding this cover sheet)	3
Document Assembled	30/04/2021 12:27

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Lodged at the Titles Office by

P 601136V

760112 ✓

TRANSFER OF LAND

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

(Note 5)

LOT 283 ON PLAN OF SUBDIVISION NO. 212290W
CERTIFICATE OF TITLE VOLUME 9887 FOLIO 993

(Note 6)

THIRTY THREE THOUSAND NINE HUNDRED AND FIFTY DOLLARS (\$33,950.00) (Note 6)
 paid by the Directing Party to the Transferor and ~~NINETY TWO THOUSAND~~
~~FIVE THOUSAND DOLLARS (\$92,500.00)~~ paid by the Transferees to the
 Directing Party.

(Note 7)

(Note 8)

All its estate and interest in the fee simple

STAMP DUTY VICTORIA (Note 9)
U#02C#1 S#1 T#028164 00000384 05/01/90
R#118703 0#44 \$1,230.00

(Note 10)

(Notes 11-12)

AND we the said [REDACTED] for
ourselves our respective heirs executors administrators and transferees
and registered proprietor or proprietors for the ~~XXX~~ time being of the
lot hereby transferred and of each and every part thereof DO HEREBY

Office Use Only A memorandum of the within instrument
has been entered in the Register Book



Approval No. T2/1

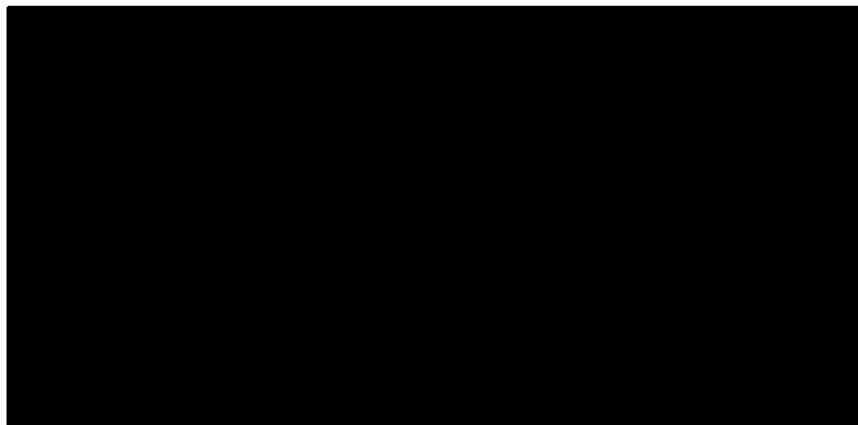
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18. COVENANT with the said [REDACTED] and other the registered proprietor or proprietors for the time being of each of the lots on the said Plan of Subdivision LP212290W and every part thereof (other than the lot hereby transferred) as follows:-

- (a) That we will not at any time hereafter erect or build or cause or suffer to be erected or built on any lot hereby transferred or on any part or parts thereof more than one private dwelling house.
- (b) That not less than 70 per centum of the external walls of such dwelling (excluding windows) shall consist of brick, brick veneer, stone or like materials.

AND IT IS HEREBY AGREED AS FOLLOWS -

That the benefit of the foregoing covenant shall be attached to and run at law and in equity with each of the lots in the Plan of Subdivision other than the lot hereby transferred and that the burdon thereof shall be annexed to and run at law and in equity with the said lot hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said lot and every part thereof as an encumbrance affecting the same.



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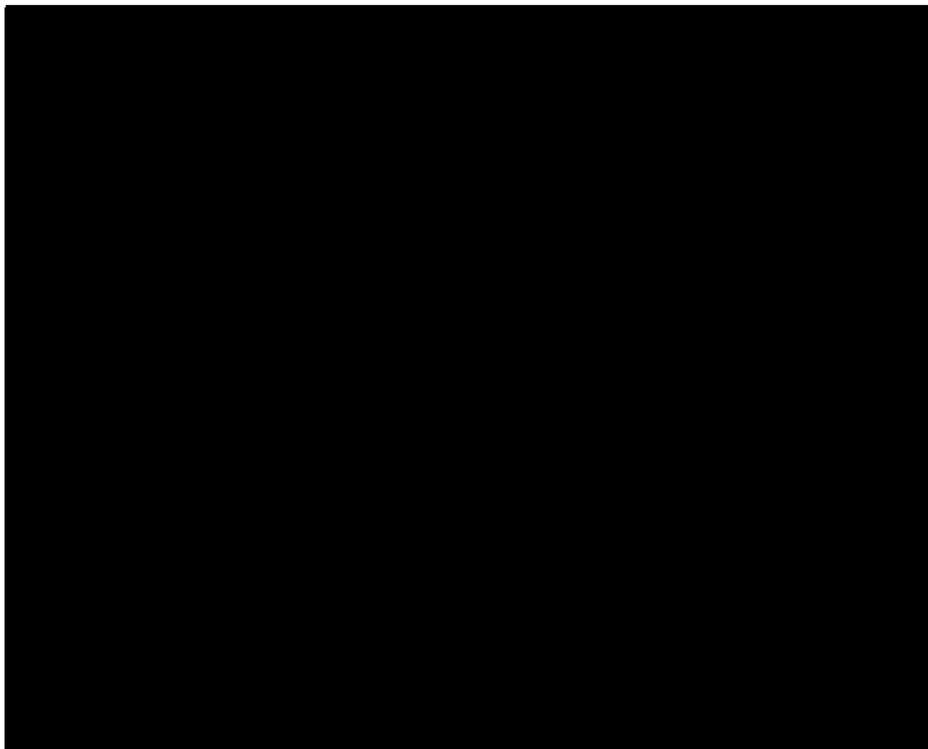
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Date 20th December 1989

(Note 13)

Execution and Attestation

(Note 14)



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DATED 15th April 2013

CARDINIA SHIRE COUNCIL

- and -



**CONSENT AGREEMENT UNDER SECTION 173 OF
THE PLANNING AND ENVIRONMENT ACT 1987
TO BUILD OVER AN EASEMENT**

Land: 6 Bridle Place, Pakenham

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PLANNING AND ENVIRONMENT ACT 1987

CONSENT AGREEMENT TO BUILD OVER AN EASEMENT

THIS AGREEMENT is made the 15th day of April 2013

BETWEEN:

CARDINIA SHIRE COUNCIL
of Henty Way, Pakenham in the State of Victoria

("Council")

- and -



("the Owner")

INTRODUCTION

- A. The Owner is the registered proprietor of land which is subject to an easement for existing or future drainage and/or sewerage services.
- B. The Owner has sought permission from Council to construct or erect a building over the Easement.
- C. Council has agreed to consent to the construction of a building over the Easement on the basis that the Owner enters into this Agreement.
- D. This Agreement sets out the rights of Council and the responsibilities of the Owner in relation to building over the Easement.



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AK379238Q

03/06/2013 \$115.30 173



IT IS AGREED:

1. MEANING OF WORDS.

In this Agreement unless the context admits otherwise:

- 0.1 **"the Act"** means the *Planning and Environment Act 1987*.
- 0.2 **"this Agreement"** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 0.3 **"Building"** means the building or structure or part of the building or structure which the Owner proposes to construct or erect over the Easement.
- 0.4 **"Easement"** means the easement identified in the Plan.
- 0.5 **"Land"** means the land situated at 6 Bridle Place, Pakenham, (Lot 283, LP212290W), being the land referred to in Certificate of Title Volume 09887 Folio 993 and any reference to the Land in this Agreement includes any lot created by the subdivision of the Land.
- 0.6 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.
- 0.7 **"Owner"** means the person registered or entitled from time to time to be registered as proprietor of the Land and includes a Mortgagee-in-possession.
- 0.8 **"the Plan"** means the plan attached to this Agreement and marked with the letter "A" showing that part of the Easement over which the building will be constructed.
- 0.9 **"Works"** includes inspecting, constructing, repairing, cleansing, removing, renewing, altering, maintaining or reinstating any drain or pipe in the Easement or other works laid or to be laid in the Easement.

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2. **CONSENT TO BUILD OVER EASEMENT**

Council consents to the construction of the Building over the Easement:

- 2.1 on the conditions set out in this Agreement; and
- 2.2 subject to any other requirements or conditions of which written notice is given by Council to the Owner prior to the date of this Agreement.

3. **SPECIFIC OBLIGATIONS OF THE OWNER**

The Owner agrees:

3.1 **No Claim Against Council and Indemnity**

not to make any claim for damages or loss of any kind against Council for any damage or injury caused to the Building or the contents of the Building by reason of:

- any settlement or subsidence of the Building;
- by reason of any leakage in or flooding or bursting breakage or subsiding of any drain or pipe within the Easement; or
- otherwise by reason of any Works of Council in connection with the Easement; and

will hold harmless and keep Council indemnified against all actions claims demands damages expenses and/or costs by or at the instance of any person or body whatsoever for or by reason of any such damage or injury or by reason of any such settlement or subsidence or any such leakage flooding bursting breaking or subsiding;

3.2 **Council's Right of Entry**

to permit Council, its agents, servants, workmen or contractors at any time to enter into and upon the Building and the Easement for the purpose of inspecting, constructing, repairing, cleansing, removing, renewing, altering, maintaining or reinstating any drain or pipe in the Easement or other works laid or to be laid in the Easement and to carry out all other works and things as may be necessary but without any liability whatsoever.

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3.3 Payment of Council's Costs

to pay Council so much of the reasonable cost and expense for any required "Works" as may be due to:

- ✍ any damage or injury caused to any drain or pipe or other works of Council in the Easement by the Building or the construction of the Building;
- ✍ anything directly or indirectly caused by or resulting from the Building or connected with the Building; or
- ✍ by reason of the increased difficulty of executing such work in consequence of the erection of the Building over the Easement;

3.4 Payment of Council's Additional Costs

to pay Council any additional reasonable costs incurred by it in inspecting, constructing, repairing, cleansing, removing, renewing, altering, maintaining or reinstating any drain, pipe or other works of Council by reason of the erection of the Building over the Easement;

3.5 Compliance with Council's Directions

to at all times carry out and comply with all and any reasonable directions of Council's building surveyor in relation to the construction of any Building on any part of the Easement or the carrying out of any building work in or over the Easement;

3.6 Removal of Floor Surface

to ensure that any floor surface constructed on or over the Easement relative to the construction of the Building will be constructed in such a manner so as to be capable of being removed if access to any drain or pipe laid in the Easement becomes necessary; and

3.7 Provision of Access

to provide Council with proper means of ingress and egress to and from the Easement at all times.

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AK379238Q

03/06/2013 \$115.30 173

**3.8 No excavation or filling without consent**

that the Owner will not carry out or conduct or allow to be carried out or conducted any filling over the Easement or any excavation within the Easement without the consent of Council.

4. CERTIFIED COSTS

The costs and expenses referred to in clause 3.3 and clause 3.4 of this Agreement must be certified by any member of Council's staff authorised to do so and such certification will be final and binding upon the parties.

5. FURTHER OBLIGATIONS OF THE OWNER

The Owner also agrees that:

5.1 Non Derogation

nothing in this Agreement will in any manner whatsoever affect or derogate from any rights of Council or the rights of any person or body in respect of the Easement or from a requirement imposed by or under any legislation concerning easements to obtain the consent or approval of any person or body to the construction of the Building over the Easement;

5.2 Notice and Registration

the Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

5.3 Further actions

5.3.1 the Owner will do all things necessary to give effect to this Agreement;

5.3.2 the Owner will make application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Land in accordance with Section 181 of the Act and do all things necessary including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section;

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03/06/2013 \$115.30 173

**5.4 Costs to be Paid**

the Owner will be responsible for payment of all costs and expenses (including legal expenses) incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement.

6. COMMENCEMENT OF BUILDING

Council and the Owner agree that unless the proposed Building is commenced within twelve months from the date of this Agreement or any extension of that time which Council may agree in writing, this Agreement will lapse.

7. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to 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 Land which may be affected by this Agreement.

9. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the 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 MATTERS**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:

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- 10.1.1 by delivering it personally to that party;
- 10.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 10.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

10.2 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 two business days after the date of posting; or
- 10.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

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 Land or relating to any use or development of the Land.

AK379238Q



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11. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences on the date of this Agreement.

12. ENDING OF AGREEMENT

If the Agreement lapses under the provisions of clause 6, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

13. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 13.1 The singular includes the plural and vice versa.
- 13.2 A reference to a gender includes a reference to each other gender.
- 13.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 13.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 13.5 A word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 13.6 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.
- 13.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 13.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land PROVIDED THAT if the Land is subdivided, this Agreement 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.

Delivered by LANDATA®. Land Victoria timestamp 24/10/2016 16:23 Page 12 of 13

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AK379238Q

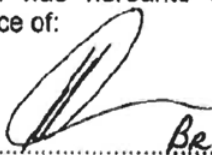
03/06/2013 \$115.30 173



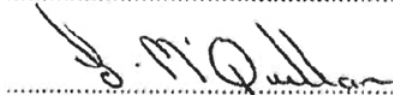
EXECUTED by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of Cardinia Shire Council was hereunto affixed in the presence of:

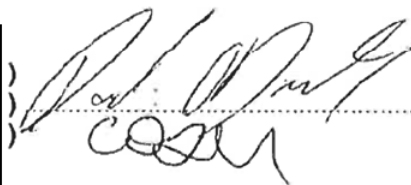


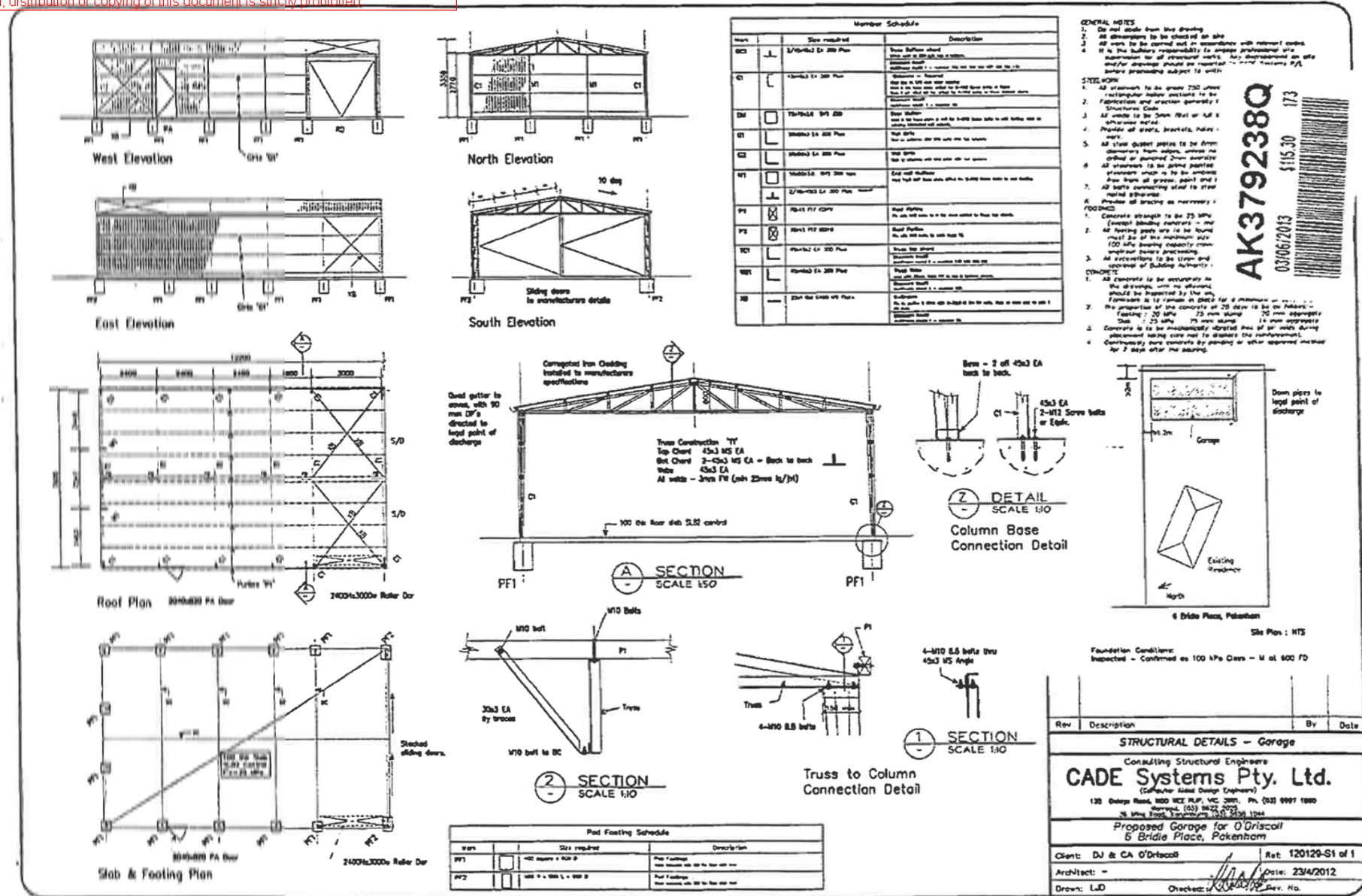

BRETT OWEN

Mayor/Councillor

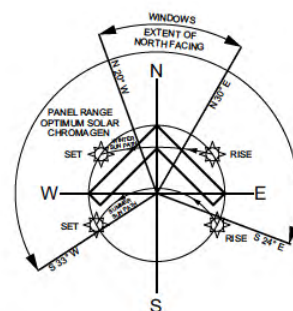
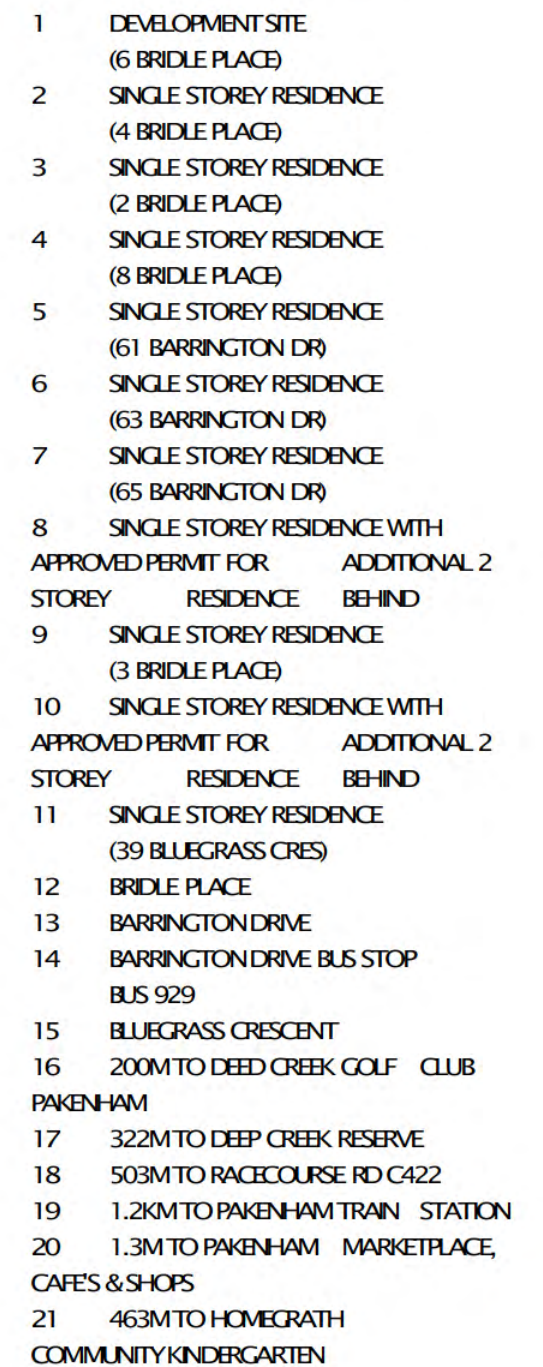

S. McQuillan

Chief Executive


Paul Dwyer



SITE ANALYSIS LEGEND



e raquelyn@gmail.com | t 0412 240 930

drawing
6 BRIDLE PLACE TP:
SITE ANALYSIS
project no stage drawing no rev
20 08 TP TP00 A

AREA ANALYSIS:

SITE AREA:

785 SQM

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UNIT 1

GROUND FLOOR AREA 77.5 SQM

PORCH 4.8 SQM

FIRST FLOOR PLAN 65.7 SQM

TOTAL FLOOR AREA : 148 SQM

DEDICATED POS: 28.1 SQM

LANDSCAPED GARDENS: 85.2 SQM

NO. OF CARPARK: 1 CAR

UNIT 2

GROUND FLOOR AREA 77.2 SQM

PORCH 2.4 SQM

FIRST FLOOR PLAN 60.63 SQM

TOTAL FLOOR AREA : 140.2 SQM

DEDICATED POS: 28.2 SQM

LANDSCAPED GARDEN: 5 SQM

NO. OF CARPARK: 1 CAR

UNIT 3

GROUND FLOOR AREA 77.2 SQM

PORCH 2.4 SQM

FIRST FLOOR PLAN 60.63 SQM

TOTAL FLOOR AREA : 140.2 SQM

DEDICATED POS: 28.2 SQM

LANDSCAPED GARDEN: 5 SQM

NO. OF CARPARK: 1 CAR

UNIT 4

GROUND FLOOR AREA 86.8 SQM

PORCH 4.1 SQM

FIRST FLOOR PLAN 65.7 SQM

TOTAL FLOOR AREA : 156.8 SQM

DEDICATED POS : 54 SQM

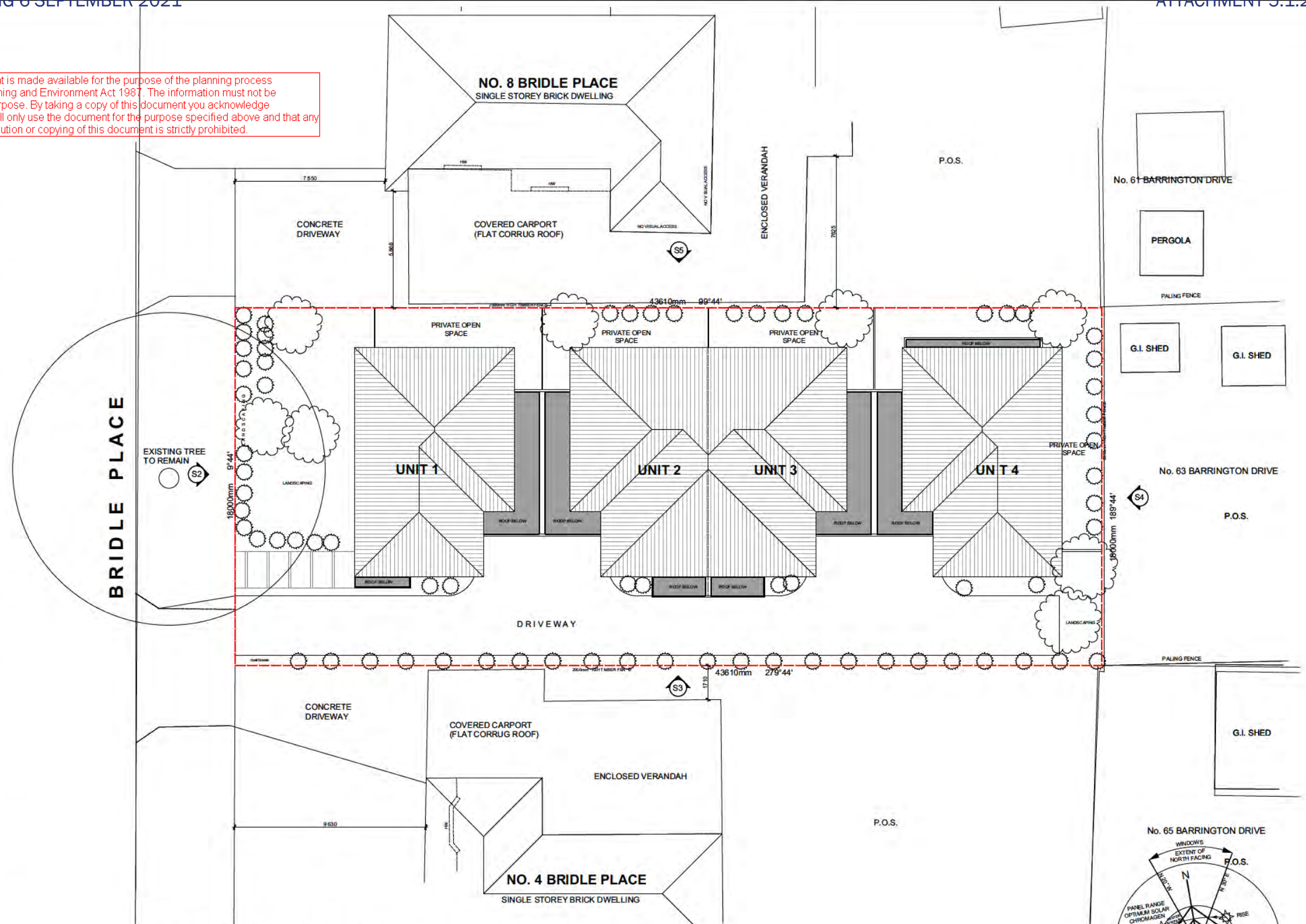
LANDSCAPED GARDEN: 16.4 SQM

NO. OF CARPARK: 1 CAR

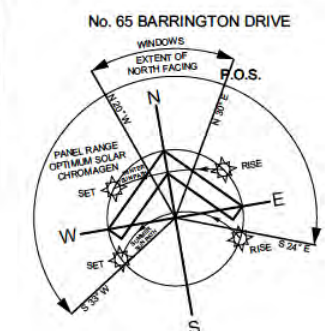
TOTAL SITE: 785 sqm

TOTAL SITE COVERAGE 332.4 sqm (42%)

TOTAL SITE PERMEABILITY: 288.9 sqm (36%)



PROPOSED SITE DEVELOPMENT PLAN



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TOWN PLANNING ISSUE

RHAX architecture studio

e: raquel@rhax.com | t: 0412 240 930

project

PROPOSED TOWNHOUSES
6 BRIDLE PLACE, PAKENHAM

scale

1:200 at A3

date

architect

####

drawn

checked

drawing

6 BRIDLE PLACE TP:
SITE DEVELOPMENT PLAN

project no

20 08

stage

TP

drawing no

TP01

rev

A

AREA ANALYSIS:

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SITE AREA:

785 SQM

UNIT 1

GROUND FLOOR AREA 78.24 SQM

PORCH 4.8 SQM

FIRST FLOOR PLAN 65.7 SQM

TOTAL FLOOR AREA : 149 SQM

DEDICATED POS: 27.55 SQM

LANDSCAPED GARDENS: 130.97 SQM

NO. OF CARPARK: 1 CAR

UNIT 2

GROUND FLOOR AREA 75.9 SQM

PORCH 2.4 SQM

FIRST FLOOR PLAN 60.63 SQM

TOTAL FLOOR AREA : 139 SQM

DEDICATED POS: 27.35 SQM

LANDSCAPED GARDEN: 5 SQM

NO. OF CARPARK: 1 CAR

UNIT 3

GROUND FLOOR AREA 75.9 SQM

PORCH 2.4 SQM

FIRST FLOOR PLAN 60.63 SQM

TOTAL FLOOR AREA : 139 SQM

DEDICATED POS: 27.35 SQM

LANDSCAPED GARDEN: 5 SQM

NO. OF CARPARK: 1 CAR

UNIT 4

GROUND FLOOR AREA 87.4 SQM

PORCH 3.8 SQM

FIRST FLOOR PLAN 60.6 SQM

TOTAL FLOOR AREA : 152 SQM

DEDICATED POS : 53.4 SQM

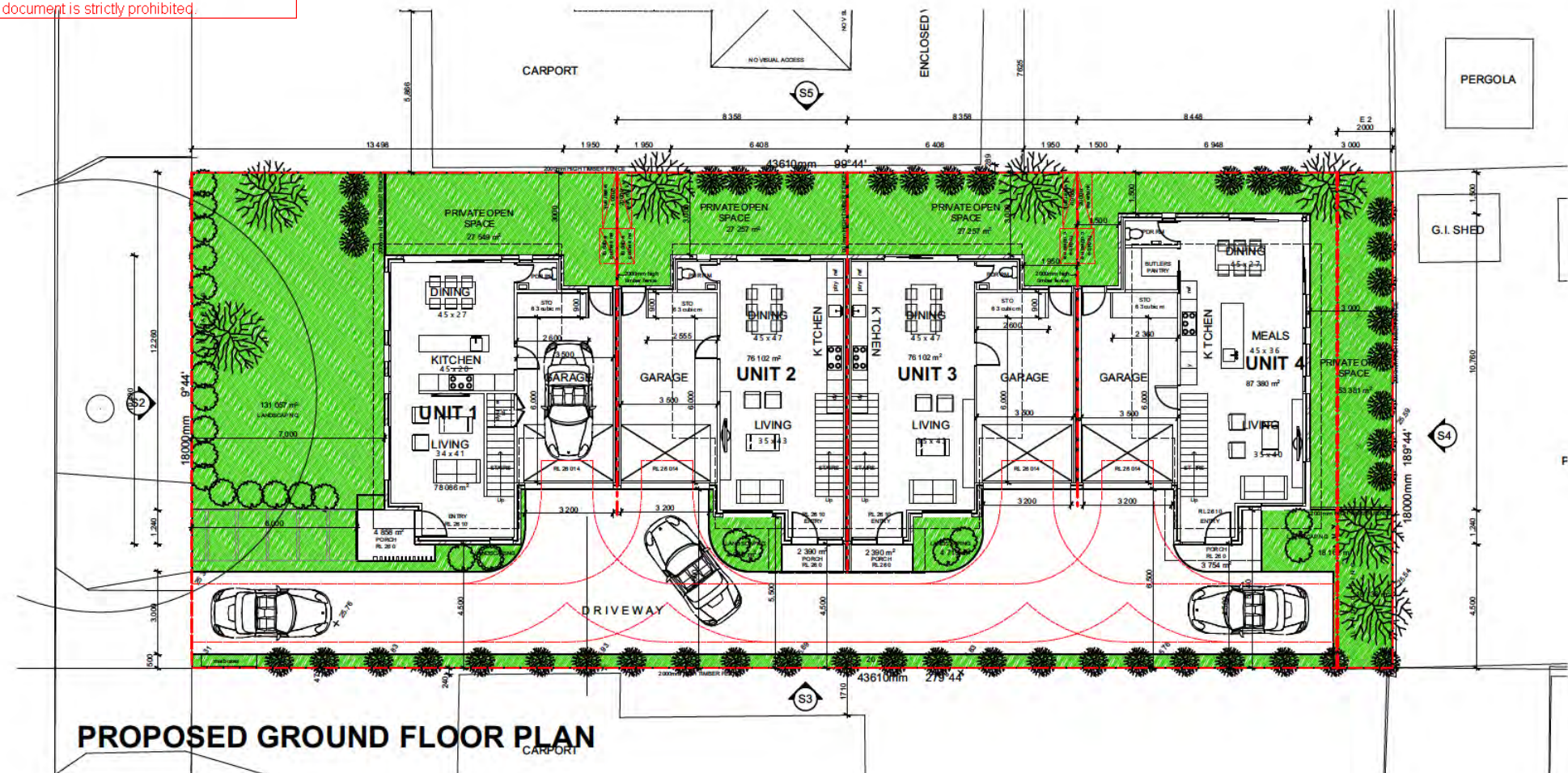
LANDSCAPED GARDEN: 18.1 SQM

NO. OF CARPARK: 1 CAR

TOTAL SITE: 785 sqm

TOTAL SITE COVERAGE 332.4 sqm (42%)

TOTAL SITE PERMEABILITY: 288.9 sqm (36%)



PROPOSED GROUND FLOOR PLAN

GARDEN AREA ANALYSIS:

TOTAL SITE AREA: 785 sqm

TOTAL GARDEN AREA: 316 Sqm (40%)

LEGEND

Garden Area

vehicular turning circles

UNIT 1

SITE AREA 213.5 SQM

TOTAL GARDEN AREA 158.4 SQM

UNIT 2

SITE AREA 110.7 SQM

TOTAL GARDEN AREA 32.4 SQM

UNIT 3

SITE AREA 110.7 SQM

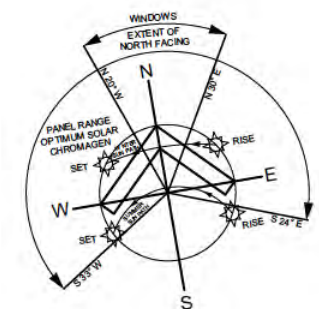
TOTAL GARDEN AREA 32.4 SQM

UNIT 4

SITE AREA 163 SQM

TOTAL GARDEN AREA 72 SQM

DRIVEWAY GARDEN AREA: 20.7 SQM



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project

PROPOSED TOWNHOUSES
6 BRIDLE PLACE, PAKENHAM

scale

1:200 at A3

date

architect

####

checked

drawing

6 BRIDLE PLACE TP:
GROUND FLOOR PLAN

project no

20 08

stage

TP

drawing no

TP02

rev

A

AREA ANALYSIS:**SITE AREA:**

785 SQM

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UNIT 1

GROUND FLOOR AREA 78.24 SQM
 PORCH 4.8 SQM
 FIRST FLOOR PLAN 65.7 SQM
 TOTAL FLOOR AREA : 149 SQM
 DEDICATED POS: 27.55 SQM
 LANDSCAPED GARDENS: 130.97 SQM
 NO. OF CARPARK: 1 CAR

UNIT 2

GROUND FLOOR AREA 75.9 SQM
 PORCH 2.4 SQM
 FIRST FLOOR PLAN 60.63 SQM
 TOTAL FLOOR AREA : 139 SQM
 DEDICATED POS: 27.35 SQM
 LANDSCAPED GARDEN: 5 SQM
 NO. OF CARPARK: 1 CAR

UNIT 3

GROUND FLOOR AREA 75.9 SQM
 PORCH 2.4 SQM
 FIRST FLOOR PLAN 60.63 SQM
 TOTAL FLOOR AREA : 139 SQM
 DEDICATED POS: 27.35 SQM
 LANDSCAPED GARDEN: 5 SQM
 NO. OF CARPARK: 1 CAR

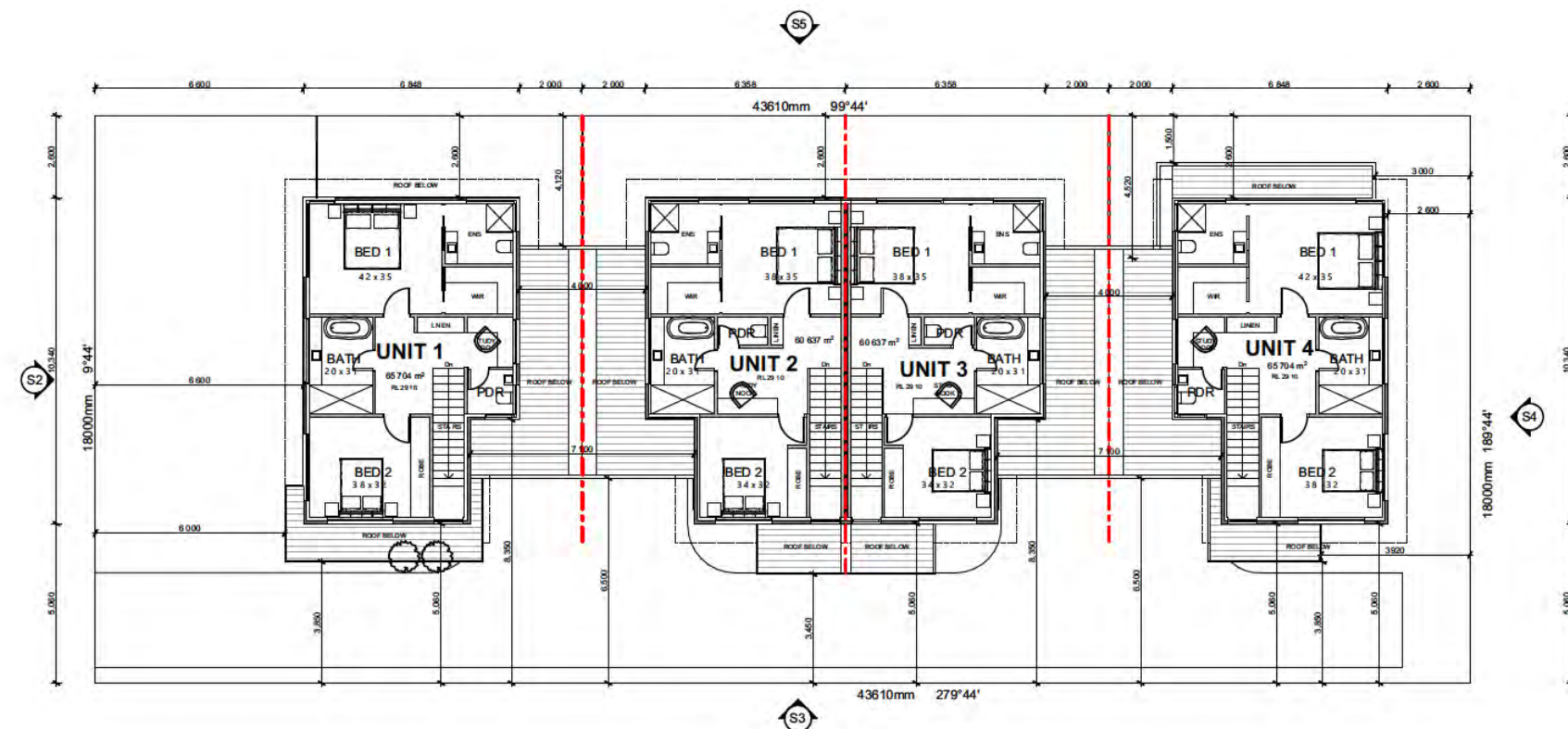
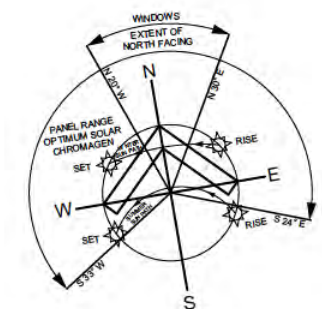
UNIT 4

GROUND FLOOR AREA 87.4 SQM
 PORCH 3.8 SQM
 FIRST FLOOR PLAN 60.6 SQM
 TOTAL FLOOR AREA : 152 SQM
 DEDICATED POS : 53.4 SQM
 LANDSCAPED GARDEN: 18.1 SQM
 NO. OF CARPARK: 1 CAR

TOTAL SITE: 785 sqm

TOTAL SITE COVERAGE 332.4 sqm (42%)

TOTAL SITE PERMEABILITY: 288.9 sqm (36%)

**PROPOSED FIRST FLOOR PLAN**

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RHAX architecture studio

e. raqueltyh@gmail.com | 0412 240 930

project

PROPOSED TOWNHOUSES
 6 BRIDLE PLACE, PAKENHAM

scale

1:200 at A3

architect

####

drawn

checked

drawing

6 BRIDLE PLACE TP:
 PROPOSED FIRST FLR PLAN

project no

20 08

stage

TP

drawing no

TP03

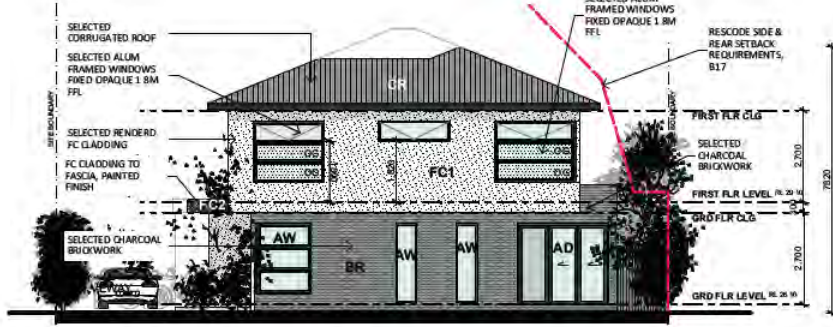
rev

A

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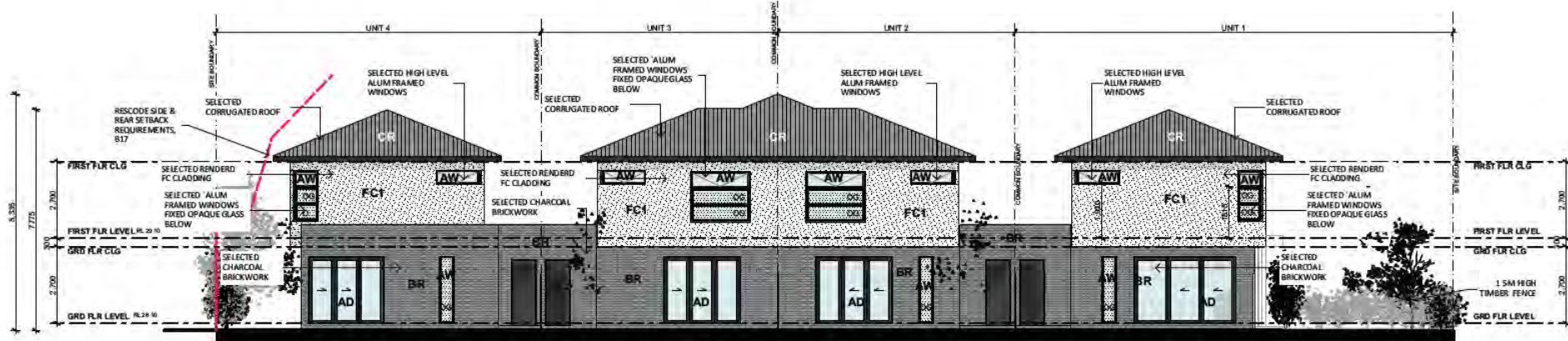
WEST ELEVATION – UNIT 1 (BRIDLE STREET)



EAST ELEVATION – UNIT 4



SOUTH ELEVATION – UNIT 1,2,3,4



NORTH ELEVATION – UNIT 1,2,3,4

MATERIALS / FINISHES LEGEND			
LEGEND	NAME	COLOUR	PHOTO
BR	BRICKWORK	BLACK	
FC1	FIBRE CEMENT	DULUX TERRACE WHITE	
FC2	FIBRE CEMENT	DULUX MONUMENT	
AW	ALUM FRAMED WINDOWS	MONUMENT	
TG	TIMBER LOOK GARAGE DOOR	MONUMENT	
CR	CORRUGATED STEEL ROOF	SHALE GREY	

LEGEND
OG- OPAQUE GLASS

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project
PROPOSED TOWNHOUSES
6 BRIDLE PLACE, PAKENHAM
scale 1:200 at A3 date
architect
drawn
checked

drawing
6 BRIDLE PLACE TP:
ELEVATIONS
project no stage drawing no rev
20 08 TP TP04 A



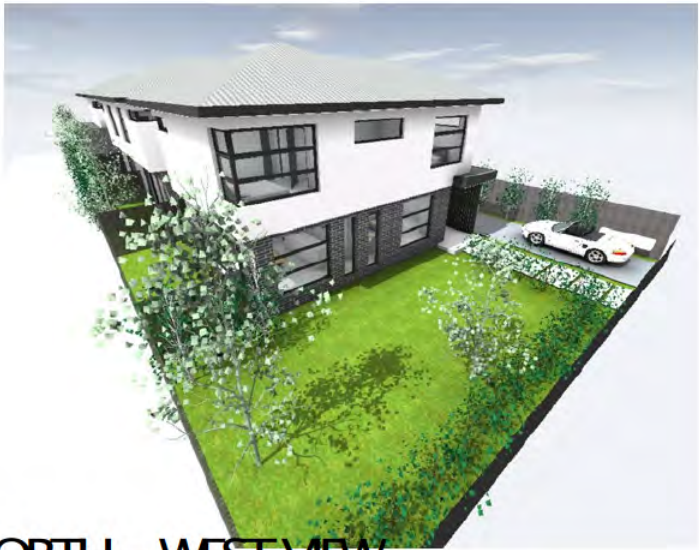
WESTERN VIEW (BRIDLE STREET)



EASTERN VIEW



SOUTHERN VIEW



NORTH – WEST VIEW



NORTHERN VIEW

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C:\Users\Bridle\Documents\6 BRIDLE PLACE\6 BRIDLE PLACE\Drawings\TP05.dwg
Designed by: Bridle Place, Pakenham, South Gippsland
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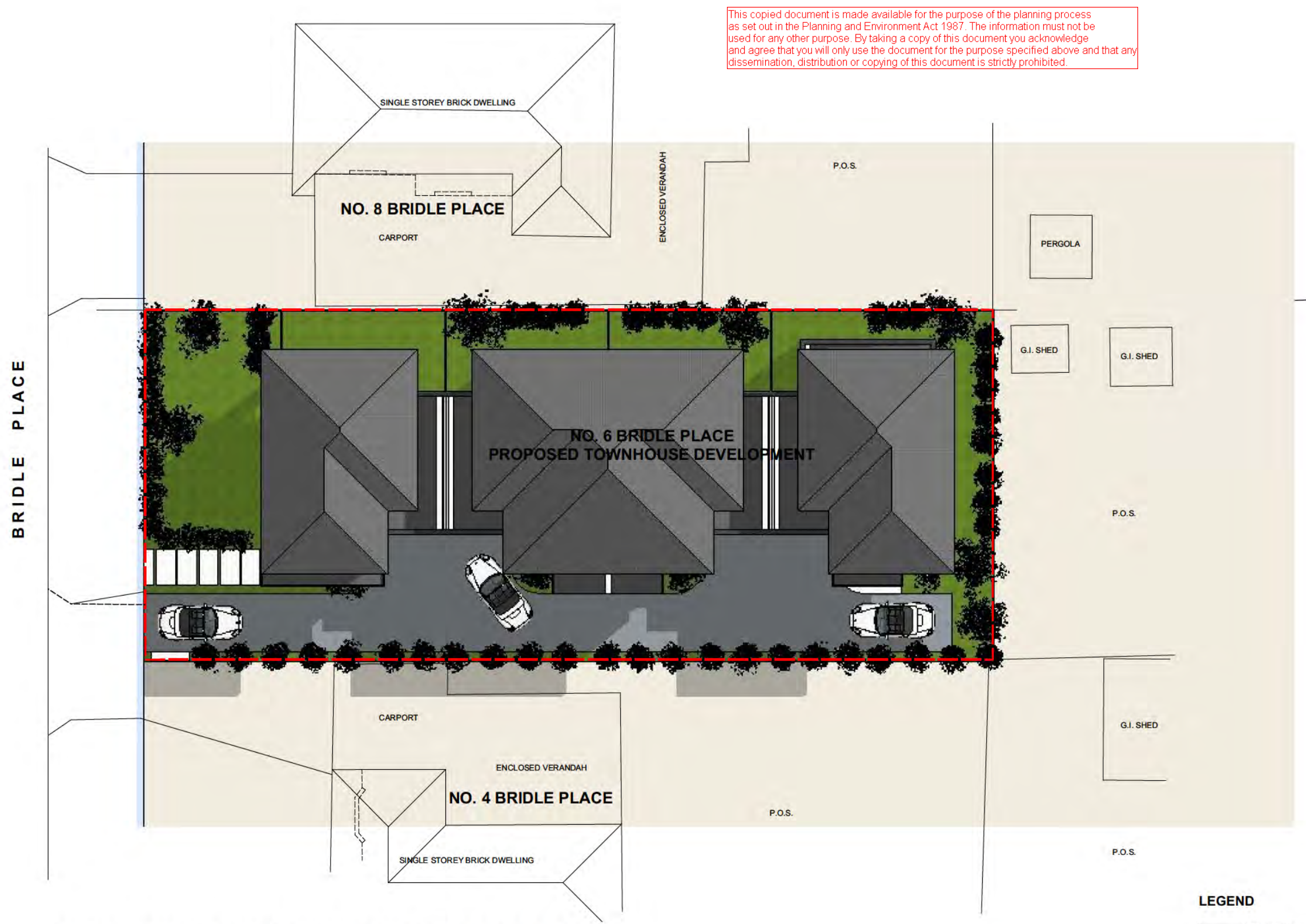
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project
PROPOSED TOWNHOUSES
6 BRIDLE PLACE, PAKENHAM
scale at A3 date
architect
drawn ##### checked

drawing
6 BRIDLE PLACE TP:
PERSPECTIVES
project no stage drawing no rev
20 08 TP TP05 A



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SHADOW DIAGRAM- 9AM (SEPT 22 EQUINOX)

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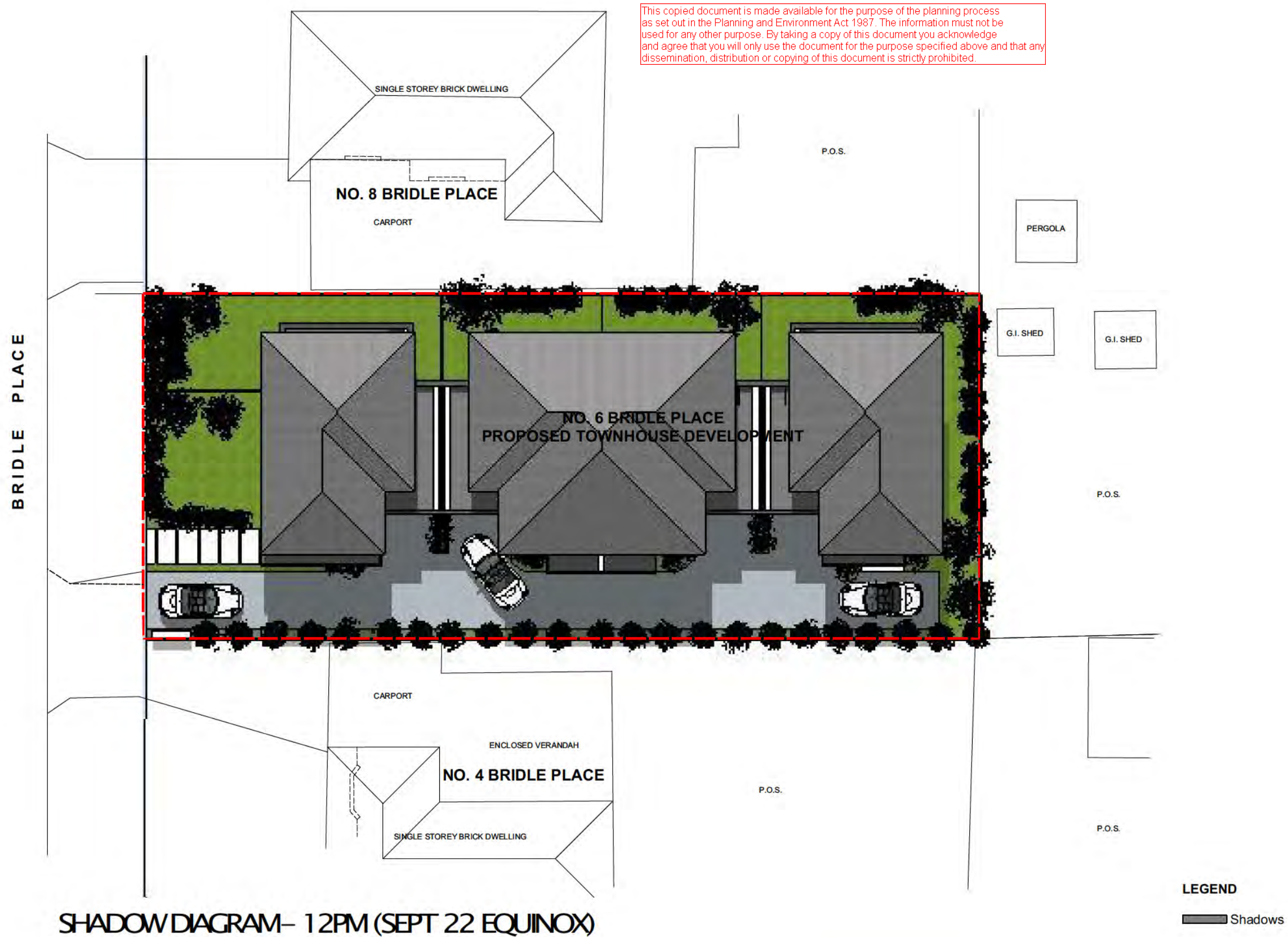
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TOWN PLANNING ISSUE

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e: raquelyn@gmail.com | t: 0412 240 930

project	PROPOSED TOWNHOUSES 6 BRIDLE PLACE, PAKENHAM		
scale	1:11111 at A3	date	
architect	####	checked	
drawn	####	checked	

drawing	6 BRIDLE PLACE TP: SHADOW DIAGRAMS		
project no	stage	drawing no	rev
20 08	TP	TP06	A



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TOWN PLANNING ISSUE

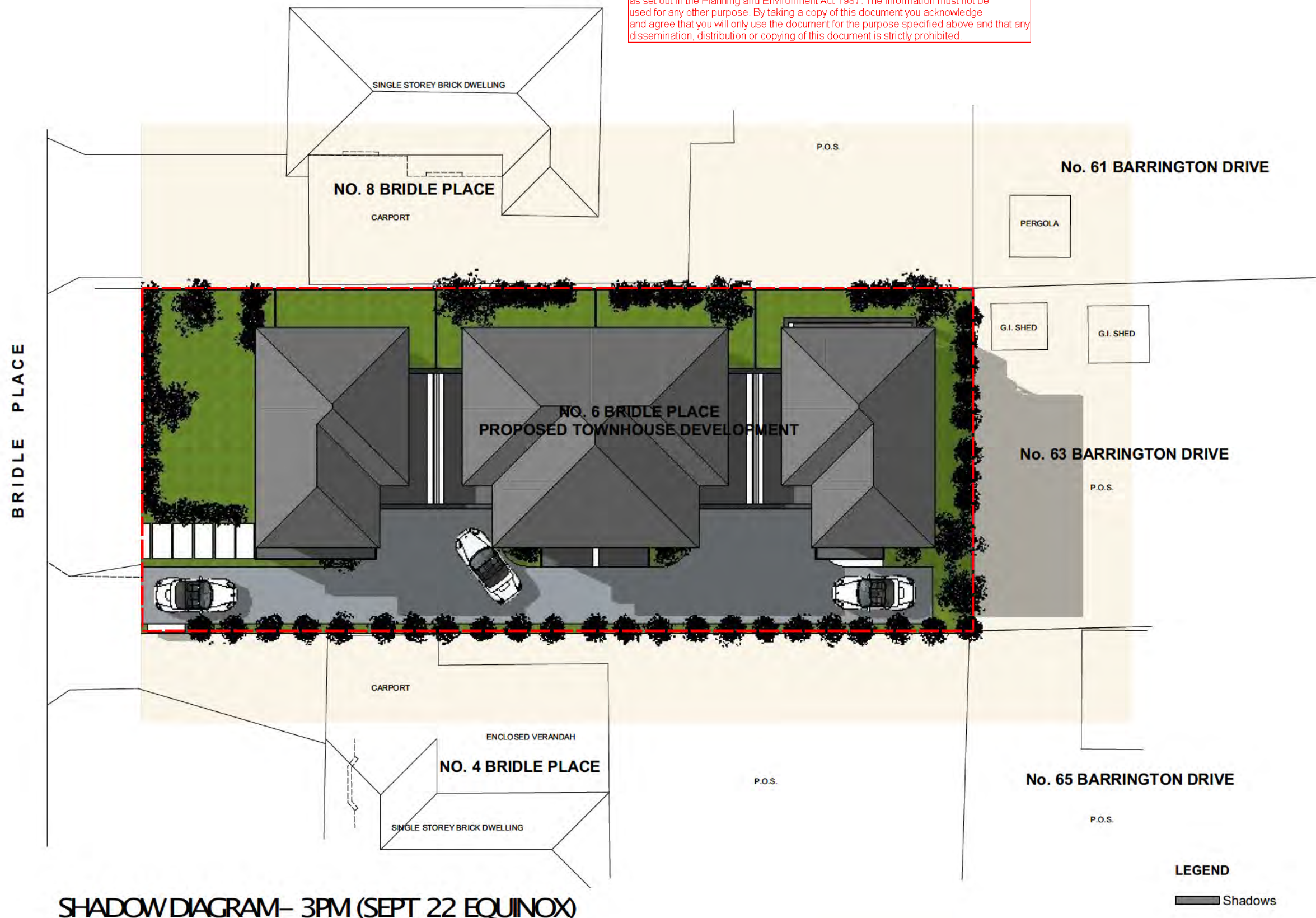
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project
PROPOSED TOWNHOUSES
6 BRIDLE PLACE, PAKENHAM
scale 172.99 at A3 date
architect
drawn ### checked

drawing
6 BRIDLE PLACE TP:
SHADOW DIAGRAM
project no stage drawing no rev
20 08 TP TP.07 A

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SHADOW DIAGRAM- 3PM (SEPT 22 EQUINOX)

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TOWN PLANNING ISSUE

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e: raquelyn@gmail.com | t: 0412 240 930

project	PROPOSED TOWNHOUSES 6 BRIDLE PLACE, PAKENHAM		
scale	1:1111 at A3	date	
architect	####	checked	
drawn	####	checked	

drawing	6 BRIDLE PLACE TP: SHADOW DIAGRAM		
project no	stage	drawing no	rev
20 08	TP	TP.08	A

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- Landscape architect to prepare water efficient landscape design.

FINAL

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project	PROPOSED TOWNHOUSES 6 BRIDLE PLACE, PAKENHAM	
scale	at A3	date
architect		
drawn	####	checked

drawing

6 BRIDLE PLACE TP:
SUSTAINABLE DESIGN NOTES

project no	stage	drawing no	rev
20 08	TP	TP.09	A