

Contract of Sale of Land

Property: 76 Cobram Drive, Eynesbury 3338

© Copyright January 2024



Contract of sale of land

© Copyright January 2024

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid **EXCEPT** for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

WARNING TO ESTATE AGENTS

DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:

..... on/...../20.....

Print name(s) of person(s) signing:

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../20.....

Print name(s) of person(s) signing: DANIEL ROLAND PERRI AND KATRINA LEABRES OBLENA

State nature of authority, if applicable:

The **DAY OF SALE** is the date by which both parties have signed this contract.

Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of sale

Vendor's estate agent

Name:

Address:

Email:

Tel: Mob: Ref:

Vendor

Name: **DANIEL ROLAND PERRI AND KATRINA LEABRES OBLENA**

Address: 912/152 Sturt Street, Southbank, VIC 3006

Vendor's legal practitioner or conveyancer

Name: Mulcahy & Co. Legal

Address: 300B Gillies Street North, Wendouree VIC 3355

Email: Sia.Meek@mulcahy.com.au

Tel: 03 5330 7220 Mob: Ref: SM:241668

Purchaser

Name:

Address:

ABN/ACN:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12467 Folio 101	13029	PS543210K

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: **76 Cobram Drive, Eynesbury 3338**

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

NIL – Vacant Land

Payment

Price	\$	.00	
Deposit	\$	<u>.00</u>	10% payable on signing
Balance	\$	.00	payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on / / or earlier by agreement.

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on / /20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

To:

Purchaser/recipient:

Property address: 76 Cobram Drive, Eynesbury

Lot no.: 13029

Plan: PS543210K

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

ANNEXED GUARANTEE

In the event that the Purchaser hereunder is a Corporation the person who executes this Contract for and on behalf of the Purchaser shall also execute the following guarantee:

I, ...

of in the State of Victoria

IN CONSIDERATION of the Vendor entering into the within Contract with the Purchaser named in the Particulars of Sale page of this Contract of Sale HEREBY GUARANTEE the due performance and observance by the Purchaser of the terms and conditions herein contained and I acknowledge that my liability is an unconditional continuing liability until all the said terms and conditions are duly performed by the Purchaser and that this guarantee binds my personal representatives and shall not be affected by any time or indulgence the Vendor may extend to the Purchaser.

SIGNED by the said	)
	)
	)
	)
in the presence of:	)
	)
	)
	)
Witness.....	)
	)
	)
Name:	)
(please print)	

Special conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

1. Assessment of Duty

1.1. No Warranty as to Stamp Duty

The Purchaser acknowledges that the Vendor does not make any warranty as to the amount of duty payable or any registration fees assessed and payable in respect of the transfer of land to the Purchaser and the Purchaser is liable for all duty and registration fees assessed in relation to that transfer.

1.2. Purchaser's Claims

The Purchaser must not make any of the Purchaser's Claims in connection with stamp duty or the amount of any assessment for duty or relation to any matters referred to in Special Condition 1.

2. Assignment

The Vendor may assign this Contract to any transferee of the property hereby sold by notice in writing to the Purchaser. If the Vendor assigns this Contract, the rights and obligations of the Vendor under this Contract pass to the assignee in accordance with the terms of any such assignment and the Purchaser must perform any obligations under this Contract in favour of such assignee. The Purchaser must not make any Purchaser's Claims in respect of an assignment of this Contract by the Vendor.

3. Further Assurance

Each party must execute and deliver all such documents, instruments and writings and must do and procure to be done all such acts and things necessary or desirable or reasonable to give effect to this Contract.

4. Severability

4.1. In the event of any provision of this Contract being or becoming void or unenforceable or being illegal, then that provision will be severed from this Contract to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Contract or affecting the validity or enforceability of that provision.

4.2. Should any default notice be issued by the Vendor with respect to this Contract containing any term or condition being or becoming void or unenforceable or being illegal, then that provision will be severed from the default notice to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the default notice or affecting the validity or enforceability of that provision.

5. Whole Contract

5.1. The Purchaser acknowledges that:

- (a) any information, representation, comment, opinion or warranty provided, given or made (whether verbally or in writing) by the Vendor, the Vendor's Legal Practitioner or the Vendor's agent was not supplied or made with the intention or knowledge that it would be relied on by the Purchaser. The Purchaser will not be entitled to rely on any information, representation, comment, opinion or warranty except those included in this Contract of Sale; and
- (b) the Contract constitutes the entire agreement between the parties and there are no conditions, warranties or other terms affecting the sale or purchase except those included in this Contract.

5.2. The Purchaser further acknowledges that it has satisfied themselves as to the acres or measurements of the registered title boundaries and any misdescription as to the measurements to the Property will not constitute a Purchaser's Claim.

- 5.3. Any provision of this Contract which is capable of taking effect after the settle date does not merge on settlement but continues in full force and effect.
- 5.4. The Purchaser acknowledges that it has inspected the Property and conducted its own inquiries in relation to the Property before it entered into this Contract.

6. Planning and Title

6.1. Purchase Subject to Restrictions

The Purchaser buys the Property subject to:

- (a) all restrictions on the use and development of the Property under the planning scheme which affects the Property;
- (b) the conditions and restrictions contained in the Planning Permit attached to the Section 32 Vendor Statement ("the Planning Permit", if any) or other planning instrument which affects or may affect the Property or the use and development of the Property;
- (c) any plan or scheme imposed or constituted by any legislation or imposed by any Authority empowered by legislation to control the use or development of the Property.

6.2. No Claim for Defect in Title

The restrictions, controls or matters set out in Special Condition 6.1 do not affect the validity of this Contract or constitute a defect in the Vendor's title.

6.3. Purchaser's Claims

The Purchaser must not make any of the Purchaser's Claims in relation to any matters referred to in Special Condition 6.

7. Encumbrances

7.1. Purchase Subject to Permits and Agreements

The Purchaser buys the Property subject to, and agrees to be bound by the conditions of:

- (a) any permits issued by the Relevant Authority;
- (b) any Section 173 Agreements registered on the Certificate of Title to the Property;
- (c) any other agreements entered into with any Authority, or notices issued under any Environmental Law;
- (d) any further permits and agreements that are made between the Vendor and any Authority; and
- (e) the rules of the Owners Corporation (if any), including any proposed owners corporation rules made or varied from time to time.

7.2. Purchaser's Claims

The Purchaser must not make any of the Purchaser's Claims in relation to any matters referred to in Special Condition 8.

8. Claims

"Claim" or "Purchaser's Claim" as the case may be throughout this Contract means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.

9. Adjustments

9.1. Outgoings Assessed and Due for Payment

- (a) The Vendor covenants and warrants to the Purchaser that it will pay all such rates, taxes and other outgoings as they are assessed and due for payment.

- (b) The Purchaser must not require that any such rates, taxes or other outgoings be paid by or on behalf of the Vendor prior to it being so assessed and due for payment.

9.2. Land Tax and Windfall Gains Tax

- (a) For the purposes of General Condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- (b) General Condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

9.3. Supplementary Assessments

If a supplementary assessment of any rates, taxes and other outgoings is issued in respect of any lot on the Plan after the settlement date, no adjustment between the Vendor and Purchaser will be made and the Purchaser is solely responsible for the payment of any such supplementary assessments issued.

10. Insolvency Event

10.1. For the purposes of this Special Condition 10, an Insolvency Event has the following meaning:

- (a) in the case of a natural person, if that person:
 - (i) becomes bankrupt;
 - (ii) assigns the person's estate; or
 - (iii) enters into a deed of arrangement or composition for the benefit of creditors;
- (b) in the case of a corporation, if that corporation:
 - (i) goes into liquidation (including provisional liquidation) other than a voluntary liquidation for the purposes of reconstruction or reorganisation;
 - (ii) is wound up or dissolved or has an application made for its winding up or dissolution;
 - (iii) enters into a scheme or arrangement with or makes an assignment for the benefit of its creditors or any class or classes of them;
 - (iv) is placed under official management;
 - (v) has an agent in possession or a receiver and/or manager or an administrator appointed to the whole or any substantial part of its assets; or
 - (vi) has an inspector or investigator appointed under the *Corporations Act 2001* (Cth);

10.2. If an Insolvency Event occurs in relation to the Purchaser or any guarantor under the Guarantee at any time prior to settlement, then without prejudice to the Vendor's other rights and remedies, the Vendor may at any time after the Insolvency Event, end this Contract by notice to the Purchaser without requiring any default notice.

11. Guarantee & Indemnity

- 11.1. If the Purchaser is or includes a corporation within the meaning of the Corporations Act 2001 (Cth), each person who executes this Contract for and on behalf of the Purchaser will be bound to execute the guarantee annexed to this Contract (“Guarantee”).
- 11.2. If the Purchaser is or includes a corporation within the meaning of the Corporations Act 2001 (Cth), that is not admitted to the official list of ASX Limited, that company as a condition of this Contract must on signing this Contract but certainly no later than 5 business days from the Day of Sale:
 - (a) obtain execution of the Guarantee by all of the corporation's directors and shareholders; and
 - (b) deliver the Guarantee, properly executed to the Vendor.
- 11.3. If Purchaser does not comply with this Special Condition 11 the Vendor may rescind this Contract under General Conditions 34 and 35.

12. Sale of Land Act Prevails

It is the understanding and the intent of the Vendor and Purchaser that no provision of this Contract overrides any of the provisions of the Sale of Land Act (Vic) 1962 ("the Act"). Any provision which but for this Special Condition might be construed as overriding the provisions of the Act will so far as possible be read down and construed in such a manner as not to override such last mentioned provisions.

13. Waiver and exercise of rights

- 13.1. A single or partial exercise or waiver of a right relating to this Contract does not prevent any other exercise of that right or the exercise of any other right.
- 13.2. The Vendor and Purchaser acknowledge that they will not be liable for any loss or expenses incurred by the other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

14. Costs

Unless expressly noted in some other Special Condition contained in this Contract or otherwise agreed by the parties in writing, each party must pay their own legal and other costs for the preparation, negotiation, execution and settlement of this Contract of Sale.

15. Counterparts

Each signed counterpart of this Contract is an original and all of the counterparts together constitute the same document.

16. Section 32 Acknowledgement

The Purchaser acknowledges that before executing this Contract, or any other document relating to the purchase of the Property, the Purchaser received the Section 32 Vendor Statement from the Vendor.

17. Additional Special Conditions

The Purchaser acknowledges that they are bound by all Special Conditions of the Head Contract, as enforced by the original Developer, Eynesbury Township Pty Ltd, a copy of which are attached to this Contract of Sale as "Annexure A". This condition shall not merge upon settlement.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition “electronic signature” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 1.2 The parties’ consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser’s obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser’s obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
-

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

"ANNEXURE A"

CONTRACT OF SALE - SPECIAL CONDITIONS

To the extent any of the following special conditions conflict with the general conditions, the special conditions prevail.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Contract unless the context otherwise requires:

Act means the *Sale of Land Act* 1962 (Vic);

Additional Restrictions means Restrictions created after the date of this Contract and includes those restrictions and arrangements described in special condition 6.3;

Additional Rules means any additions or variations to the rules of the Owners Corporation made by the Vendor or the Owners Corporation from time to time.

Approvals means any permits, consents or approvals sought, obtained or intended or required to be obtained from an Authority for or relating to the Plan, Development Works and the Development generally and includes an approval from the Eynesbury Design Review Panel;

Authority means any government, semi-government, administrative, municipal or judicial body, authority, officeholders or entity exercising any powers under any law and includes the Eynesbury Design Review Panel, the Owners Corporation and the Community Association;

Bank means a bank authorised under section 9 of the *Banking Act* 1959 (Cth);

Bank Cheque means a bank cheque issued by a Bank;

Bank Guarantee means a bank guarantee or undertaking to pay the amount of the Deposit on demand to the Vendor's Lawyer issued by a Bank which:

- (a) is an irrevocable and unconditional;
- (b) is issued in favour of the Vendor's Lawyer;
- (c) is upon terms acceptable to the Vendor in its absolute discretion; and
- (d) has no expiry date or, where there is an expiry date, such date is not earlier than 6 months after the expiry of the Registration Period;

Builder means a builder registered under the Building Act;

Building means any building or improvement;

Building Act means the *Building Act* 1993 (Vic);

Business Day means a day that is not a Saturday, Sunday or public holiday in Melbourne;

Claim means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising;

Common Property means any common property in the Development shown on or created by a plan of subdivision;

Community Association means the Eynesbury Community Association Inc;

Community Association Rules means the rules of the Community Association as in force from time to time;

Community Infrastructure means the facilities, amenities and infrastructure described in the Section 173 Agreements as amended, including any active open space;

Contamination means a solid, liquid, gas, odour, heat, sound, vibrations, radiation or substance that makes the Property or nearby area unsafe or harmful for habitation or is such that any part of the environment does not satisfy the contamination standards published or adopted by the Environmental Protection Authority of Victoria from time to time;

Contract means this contract of sale including any schedules or annexures;

Corporations Act means the *Corporations Act* 2001 (Cth);

Council means the Council of the City of Wyndham and the Council of the Shire of Melton, or where the context requires, either one or both of them as applicable;

Covenant means the covenant required to be recorded on the certificate of title for the Land which is referred to in the Vendor Statement;

Design Guidelines means any building and design guidelines for lots subdivided or to be subdivided from the Development Site created by the Vendor or specified from time to time by the Eynesbury Design Review Panel as amended from time to time and which as at the date of this Contract are in the form attached at Attachment 5;

Development means the proposed development of the Development Site known as "Eynesbury" generally in accordance with the Development Plan and any other Planning Permits (subject to any variations or amendments which may be made in accordance with this Contract);

Development Plan means the approved development plan 2009/5/1 dated 25 February 2013, as amended from time to time;

Development Site means all the land comprised in the Parent Title and which incorporates all of the proposed lots shown on the Master Plan;

Development Works means all the construction and completion of all works necessary to complete the Development, including excavation and general earthworks and installation of Community Infrastructure, roads and other services which may require the use of construction plant (subject to any variations or amendments which may be made in accordance with this Contract);

Environmental Management Plans means all environmental management plans required by an Authority which affect the Development, including the environmental management plan required pursuant to the Incorporated Plan, of which the Community Association is responsible for the administration;

Excluded Rights means:

- (a) claiming compensation;
- (b) rescinding or purporting to rescind;
- (c) calling on the Vendor to amend title or to bear any cost of doing so;
- (d) delaying Settlement;
- (e) avoiding any of its obligations;
- (f) making any other claim or issue of injunctive proceedings;

in connection with this Contract, whether before or after Settlement; or

- (g) making any objection or Claim concerning any Design Guidelines

or procuring any other person to do any of these things;

Eynesbury or Eynesbury Estate means the Development and includes the township and all other land, amenities, infrastructure and public and private roads, paths, utilities and services.

Eynesbury Design Review Panel means the panel appointed by the Vendor, the Owners Corporation or the Community Association from time to time under the Owners Corporation Rules and the Community Association Rules;

FATA means the *Foreign Acquisitions and Takeovers Act 1975* (Cth);

Foreign Person means a "foreign person" within the meaning of sections 5 or 21A of FATA or a person to whom section 26A of the FATA applies;

Golf Course means that part of the Development Site which is designated as a golf course;

Golf Course Lot Owner means the registered proprietor of the Golf Course land;

GST has the same meaning as set out in the GST Law;

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Guarantee means the guarantee and indemnity forming **Attachment 1** to this Contract;

Incorporated Plan means the Eynesbury Station Incorporated Plan dated September 2001, as amended from time to time;

Insolvency Event means any of the following events if the Purchaser is a corporation:

- (a) Receiver: a receiver, a receiver and trustee, official trustee, trustee, administrator, other controller (as defined in the Corporations Act) or similar official is appointed, or steps taken for such appointment over any of the assets or undertaking of a party;
- (b) Insolvency: the Purchaser is or becomes unable to pay its debts when they are due or becomes unable to pay its debts within the meaning of the Corporations Act or is presumed to be insolvent under the corporations law;
- (c) Arrangements: the Purchaser enters into or resolves or enters into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
- (d) Administrator: an administrator is appointed or a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint an administrator to the Purchaser;
- (e) Winding up: an application or order is made for the winding up or dissolution of the Purchaser or a resolution is passed or any steps are taken to pass a resolution for the winding or dissolution of the Purchaser otherwise and for the purposes of an amalgamation or reconstruction which has the prior consent of the other parties;

and if the Purchaser is a natural person:

- (f) Bankruptcy: the Purchaser commits an act of bankruptcy;

Land means the land sold under this Contract, which may also be referred to as the "**Property**";

Land Tax means land tax payable under the *Land Tax Act 2005* (Vic);

Law means any law (including principles of law or equity established by decisions of a court) that applies in Victoria and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, approval, licence, direction or notice made under a law by any Authority which relates to or affects the Property or its development or use;

Legal Profession Act means the Legal Profession Uniform Law;

Lot or Lots means a lot or lots in the Development and includes the Land;

Major Domestic Building Contract means a major domestic building contract within the meaning of the *Domestic Building Contracts Act 1995* (Vic)

Master Plan means the overall plan of subdivision PS543210K showing the land in the Eynesbury Estate;

Natural Surfaces Works Plans means the plans (if any) in **Attachment 3** of this Contract or, where none are attached, the plans provided to the Purchaser after the day of sale which show the details of the proposed works to the surface of the Land or any land adjoining the Land in the Development;

Net Deposit means the Deposit and any interest earned from investment of the Deposit less all income tax and other state or federal tax or charges and/or Bank charges;

Net Interest means all interest accrued on investment of the Deposit less all income tax and other state or federal taxes or charges and/or Bank charges;

Nominated Purchaser's Information Form means the form being **Attachment 2** to this Contract;

Occupancy Permit means a permit entitling persons to occupy a residence issued under the Building Act;

Option means the option to repurchase pursuant to special condition 14.1;

Outgoings means all rates, taxes, levies, assessments and other outgoings and charges in respect of the Land and includes Owners Corporation or Community Association levies, insurance premiums and other expenses;

Owner Builder means a person who is not a registered building practitioner within the meaning of the Building Act and is not using a registered building practitioner to carry out building work within the Development;

Owners Corporation means an owners corporation which affects the Land or which is to be established to affect the Land;

Owners Corporation Act means the Owners Corporation Act 2006 (Vic);

Owners Corporation Rules means the rules of the Owners Corporations registered with the Department of Lands and includes the Model Rules and any additional rules or amendments to the rules as are passed by the Owners Corporation from time to time;

Parent Title means the land contained in the Plan of Subdivision 543210K, including the certificate of title referred to in the Particulars of Sale;

Personal Information has the same meaning as given in the *Privacy Act 1988* (Cth);

PEXA means Property Exchange Australia;

Plan means the proposed plan of subdivision of the Development Site, a copy of which is attached to the Contract in **Attachment 4** and Vendor Statement and includes any amendment or alteration to that plan from time to time and on registration means the plan in the form in which it is registered;

Planning Permit means any planning permit issued in respect of the works necessary to procure registration of the Plan and create the title to the Land, including any amendment, addition, variation, extension or endorsement to any planning permit from time to time concerning any stage of subdivision of the Development Site;

Planning Scheme means the planning scheme for the Council;

PPSA means the *Personal Property Securities Act 2009* (Cth);

Privacy Act means the *Privacy Act 1988* (Cth) and any regulations, orders or directives issued under that Act from time to time as amended;

Property means the Land and includes any improvements;

Property Controls means all existing and future planning, environmental, building, heritage and similar controls relating to the use or development of the Land including the Council Planning Scheme, the Incorporated Plan, Section 173 Agreements, the conditions of any Planning Permit, Bushfire Attack Level (BAL) rating requirements concerning the construction of a dwelling on the Land, the Owners Corporation Rules, the Community Association Rules and any Requirements and Approvals;

Purchaser's Legal Representative means the legal representative (if any) described in the Particulars of Sale and includes any legal practitioner or conveyancer notified to or who corresponds with the Vendor's Lawyer as acting on behalf of the Purchaser from time to time;

Registrar means the Registrar of Titles of Victoria;

Registration Period means 48 months after the Day of Sale;

Repurchase Contract means the re-purchase contract relating to the Option on the terms and conditions set out in special condition 14.4;

Relative has the same meaning as in the *Duties Act 2000* (Vic);

Requirement means any notice, order, regulation, law, permit, by-law and local law or regulatory requirement which affects the Land or the use or development of the Land;

Resale Deed means the resale deed prepared by the Vendor's Lawyer if special condition 11.9 is applicable;

Restriction means any covenants, easements, agreements or Property Controls affecting the Land;

Rules means the Owners Corporation Rules as in force from time to time;

Section 173 Agreement(s) means any agreement(s) made or proposed to be made under Section 173 of the *Planning and Environment Act 1987* (Vic) which affects the Land or any part of the Development Site, whether registered before or after the Day of Sale;

Security Interest(s) has the same meaning as in the PPSA;

Settlement means the provision of vacant possession or receipt of rents and profits of the Land to the Purchaser, and the payment by the Purchaser of the Price and all other money due to the Vendor in accordance with this Contract;

Settlement Date means the date when Settlement is due under this Contract or such other date as is agreed in writing by the parties as the date when the balance of the Purchase Price and all other money due to the Vendor under this Contract is paid;

Services means all water, sewerage, drainage, gas, electricity, telecommunications services and utilities for the Land including the infrastructure;

Stage means a stage or proposed stage of construction of the Development as determined by the Vendor as permitted by the any Planning Permit as amended from time to time;

Subdivision Act means the *Subdivision Act 1988* (Vic);

Subsequent Stage Land means all the land that is, or may be, included in the Development except for the land in the Plan;

Town Centre means the proposed town centre of the Eynesbury Estate;

Transfer means the instrument of transfer required to enable the Purchaser to become the registered proprietor of the Land referred to in general condition 6;

Treasurer means the Treasurer of the Commonwealth of Australia;

Tribunal means the Victorian Civil and Administrative Tribunal;

Vendor's Agent means the Vendor's estate agent (if any) specified in the Particulars of Sale;

Vendor's Lawyer means Nevett Ford Melbourne of Level 16, South Tower Rialto, 525 Collins Street, Melbourne, Victoria 3000; and

Vendor Statement means a statement in accordance with section 32 of the *Sale of Land Act 1962* (Vic) forming **Attachment 6** to this Contract

Works means the construction of any Building.

1.2 Interpretation

In this Contract the following rules of interpretation apply except where it is clear from the context that they are not intended to apply:

- (a) a word or phrase given a clear meaning in the Particulars of Sale will have the same meaning elsewhere in this Contract, unless otherwise specifically defined in special condition 1.1;
- (b) the singular shall include the plural and vice versa;
- (c) a reference to a gender will include all genders;
- (d) a reference to an individual will include a company or other corporate entity or body;
- (e) a reference to a party in this Contract includes the parties' personal representatives, successors in law, substitutes, transferees and assigns;
- (f) if a party consists of more than one person, those persons will be jointly and severally liable for performance of the party's obligations;
- (g) a reference to a statute, ordinance or law includes:
 - (i) any rules, regulations or other instruments made under that statute, ordinance or law; and
 - (ii) that statute, ordinance or law as amended, consolidated, re-enacted or replaced from time to time,
- (h) headings are for convenience only and do not affect interpretation;
- (i) the words "include" or "including" when introducing a list of things does not limit the meaning of the word;
- (j) a reference to a document includes the document as modified or replaced from time to time;
- (k) where anything must be done on or by a day which is not a Business Day, it must be done on or by the next Business Day;
- (l) money amounts are expressed in Australian dollars;
- (m) a reference to any agency or body:
 - (i) which ceases to exist;
 - (ii) is reconstituted, renamed or replaced; or
 - (iii) has its powers or functions removed;means the agency or body which replaces it or which has substantially the same functions or powers;
- (n) where the Vendor must provide its consent, the consent may be given conditionally or unconditionally or withheld in the absolute discretion of the Vendor;
- (o) the property sold by the Vendor to the Purchaser under this Contract is referred to as either "the Land" or "the Property" in the special conditions and the general conditions.

2. RECEIPT OF DOCUMENTS

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended to legally bind the Purchaser, the Purchaser has received:

- (a) a copy of this Contract;

- (b) a Vendor Statement (signed by the Vendor);

and if a promise has been made with respect to obtaining a loan of money for defraying some or all of the price, a statement in writing containing the particulars required by section 51 of the *Estate Agents Act 1980* (Vic).

3. GENERAL CONDITIONS

3.1 Amendments to General Conditions

The general conditions are amended as follows:

- (a) General Condition 1.1(a) is amended by inserting “or statutory charges pursuant to the *Land Tax Act 2005* (Vic)” after “mortgages or caveats”;
- (b) General condition 1.1(b) (Encumbrances) – insert “exceptions and conditions” after “reservations”;
- (c) General Condition 2.1 is amended to read “The vendor warrants that general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate previously prescribed by the now-repealed Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- (d) General condition 5 (Consents) – delete the second sentence;
- (e) General condition 6 (Transfer) – delete “10 days” in lines 1 and 2 and insert “5 Business Days”, and delete “at least 3 days” from line 5;
- (f) Delete general condition 7 (Release of Security Interest);
- (g) Delete general condition 8 (Builder Warranty Insurance);
- (h) General condition 10.3 (Money) – delete “4.00pm” and insert “3.00pm”, replace “parties” with “Vendor” and insert “s” at the end of “agree” in line 1;
- (i) Delete general conditions 11.1, 11.2 and 11.3 (Payment);
- (j) General condition 11.4(b) (Payment) – insert “bank” before “cheque” in line 1;
- (k) General condition 11.6 (Payment) – delete “three” and insert “6 bank” in line 2;
- (l) General condition 12 (Stakeholding) – is amended by the addition of the following sub-clause:

“12.4 Where the purchaser is deemed by section 27(7) of the Act to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.”
- (m) General condition 15.2(b) (Adjustments) is deleted, and special condition 23.6 applies to the adjustment of land tax for the Land at Settlement;
- (n) General condition 16.1 (Time) – insert “, and should always remain of the essence, notwithstanding any waiver given or indulgence granted by the vendor to the purchaser.” after “contract”;
- (o) Delete general conditions 20 (Guarantee), 22 (Inspection), 24.4, 24.5 and 24.6 (Loss or Damage Before Settlement);
- (p) General condition 24.3 – delete “but may claim compensation from the Vendor after settlement”;
- (q) Insert additional general condition 25(c) to read, “All reasonable expenses incurred by the vendor’s Lawyers calculated on a Lawyer-client basis and any consultants’ expenses reasonably incurred by the vendor”;
- (r) General condition 26 (Default) – delete “2%” and replace with “4%” in line 1;
- (s) Insert additional general condition 27.3 (Default Notice) to read, “Without limiting any right of the vendor, the reasonable costs referred to in general condition 27.2(b)(ii) are agreed at AUD\$770.00 including GST.”;
- (t) General condition 28.4(a) (Default Not Remedied) – replace the word “up” with the word “equal”.

3.2 Inconsistency with General Conditions

If there is any inconsistency between the provisions of the general conditions and special conditions then, except in the case of manifest error, to the extent of any consistency the provisions of the special conditions will prevail and have priority.

4. DEPOSIT

4.1 Deposit Monies

The Deposit (which shall not exceed 10% of the Purchase Price) must be:

- (a) paid to the Vendor's Lawyer in cash or cheque drawn on an Australian Bank; or
- (b) if agreed by the Vendor, secured by a Bank Guarantee; or
- (c) if agreed by the Vendor, by way of a combination of paragraphs (a) and (b) above;

and will be held by the Vendor's Lawyer on trust for the Purchaser in accordance with the provisions of section 9AA of the Act until registration of the Plan after which it will be held as stakeholder in accordance with the Act and released in accordance with this Contract and the Act.

4.2 Investment of Deposit

If the Deposit (or part thereof) is paid in the manner prescribed by special condition 4.1(a), the Vendor and the Purchaser authorise the Vendor's Lawyer to invest the Deposit in a separate interest bearing account with a Bank chosen by the Vendor and the following terms and conditions shall apply:

- (a) any interest must be paid to the party entitled to the Deposit on the date which the Deposit is released to that party;
- (b) the Purchaser must provide the Vendor's Lawyer with its Tax File Number, which must be provided at the time the Deposit is due to be paid under this Contract;
- (c) the Purchaser acknowledges that if it fails to notify the Vendor's Lawyer of its Tax File Number, withholding tax may be deducted from the interest earned on the invested Deposit at the top marginal rate;
- (d) the Purchaser indemnifies the Vendor against all loss and damage which the Vendor may incur if the Purchaser's tax file number is not supplied;
- (e) the Vendor's Lawyer has no responsibility for the Deposit if it invests it in accordance with this special condition;
- (f) the Purchaser releases the Vendor and the Vendor's Lawyer from any claim concerning the investment or non-investment of the Deposit and from any claim concerning any tax payable on the interest on the Deposit; and
- (g) the Purchaser shall not be entitled to any compensation for loss of interest, costs, fees or other expenses arising out of the investment of the Deposit and the Purchaser forever releases the Vendor's Lawyer from all claims in that regard.

4.3 Bank Guarantee In lieu of Deposit

- (a) If the Vendor accepts a Bank Guarantee from the Purchaser:
 - (i) the Vendor's Lawyer will hold the Bank Guarantee and will hold any monies paid pursuant to the Bank Guarantee as if those monies were the original deposit;
 - (ii) on the Settlement Date the Purchaser must pay the full price (less any amount of the deposit paid in cash or cheque) to the Vendor and subject to and conditional upon the Purchaser doing so the Vendor must return the Bank Guarantee to the Purchaser; and

- (iii) immediately upon any default by the Purchaser under this Contract the Vendor may make a demand for payment under the Bank Guarantee (subject only to any provision of the Act preventing it from so doing);
- (b) If the Purchaser secures payment of the Deposit or any part of it by way of a Bank Guarantee and the term of the Bank Guarantee is for a period which expires on or before the Settlement Date:
 - (i) the Purchaser must extend or replace the Bank Guarantee no later than two months before the date of expiry of the Bank Guarantee and deliver the extended or replacement Bank Guarantee with an expiry date after the Settlement Date to the Vendor no later than 6 weeks before the date of expiry; and
 - (ii) if the Purchaser fails to comply with special condition 4.3(b)(i) (time being of the essence), the Vendor will be entitled to terminate this Contract;
- (c) If the Vendor terminates this Contract, the Vendor will be entitled to call upon the Bank Guarantee without notice to the Purchaser. If the Vendor does so call upon the Bank Guarantee, the proceeds will be distributed as follows:
 - (i) if the deposit is wholly secured by way of a Bank Guarantee:
 - (A) first the Vendor is entitled to retain:
 - (1) 10% of the price;
 - (2) any interest and costs payable under this Contract;
 - (3) all reasonable costs incurred by the Vendor in connection with the Purchaser's default; and
 - (4) damages suffered by the Vendor arising from the Purchaser's default; and
 - (B) secondly, the Vendor must pay the balance (if any) to the Purchaser;
 - (ii) if the deposit has been paid pursuant to special condition 4.1(c):
 - (A) first the Vendor is entitled to retain from the Bank Guarantee:
 - (1) 10% of the price less the amount paid in cash or by cheque;
 - (2) any interest and costs payable under this Contract;
 - (3) all reasonable costs incurred by the Vendor in connection with the Purchaser's default;
 - (B) secondly, the Vendor must pay the balance (if any) to the Purchaser;
- (d) Whenever under this Contract the Purchaser is entitled to a refund of a deposit, the Vendor must also return any Bank Guarantee provided by the Purchaser under special condition 4.1.
- (e) If the Purchaser at any time and for any reason requests or directs the Vendor or the Vendor's Lawyer to draw down on the Bank Guarantee, the Vendor and the Vendor's Lawyer may in their absolute discretion (without being obliged to do so) agree to perform such action on the condition that a fee capped at \$550.00 be charged to the Purchaser.

4.4 Entitlement to Deposit.

The Vendor is entitled to the Net Deposit unless the Purchaser is entitled to a refund of the Deposit.

5. PROPERTY CONTROLS, USE AND CONDITION OF PROPERTY

5.1 Purchaser has made own enquiries

The Purchaser:

- (a) has carried out such investigations and inspections and made all enquiries and satisfied itself in relation to all matters the Purchaser considers necessary or desirable before entering into this Contract, including in relation to any Property Controls that may affect the Land;
- (b) buys the Land as a result of its own enquiries and not as a result of any representation made by or on behalf of the Vendor, and the Purchaser agrees that no reliance may be made on any matters other than as disclosed in the Vendor Statement and this Contract;
- (c) acknowledges that:
 - (i) the Vendor may at any time prior to Settlement, substitute or introduce alternative or additional forms of planning and building controls (including but not limited to memoranda of common provisions and restrictive covenants) to implement and enforce additional controls which are necessary or desirable for the future development of Eynesbury Estate; and
 - (ii) the Land may be located near to the Town Centre or other communal services, facilities or proposed communal services or facilities including the Community Infrastructure, and which may include playing fields, lighting and other facilities and any ancillary services or improvements required or reasonably desirable for the construction, provision or maintenance of the infrastructure and facilities;
 - (iii) neither the Vendor nor the Vendor's agent has made any representation or given any warranty:
 - (1) as to the fitness for any purpose of the Land; and
 - (2) that the Land or any improvements on the Land comply with the requirements of any Law.

5.2 Vendor may apply for Approvals or to amend Property Controls

- (a) The Purchaser acknowledges that the Vendor intends to apply for Approvals or amendments to any existing Approvals in relation to the Development Site or any part of it, and may apply for such Approvals or to amend any of the Property Controls or any other Requirements or Approvals affecting any of the Lots or undeveloped land in the Development without the Purchaser's consent. The Purchaser acknowledges that the conditions attaching to some of the Property Controls may not yet be known to the Vendor, and the Purchaser agrees to be bound by such conditions of any Approval and the requirements of any Property Control and may not exercise any Excluded Right in relation to such Approval conditions or Property Control requirements.
- (b) As a result of the matters described in special condition 5.2(a) or otherwise at the discretion of the Vendor, the designated uses, density of development, the nature or extent of Community Infrastructure in the Eynesbury Estate and the Town Centre may be altered or where applicable improvements or infrastructure may not be constructed or not constructed as they were originally intended or approved, and the Vendor may alter or elect not to complete installation of any services, utilities or other Community Infrastructure, as permitted by the amended Property Controls.
- (c) The Purchaser may not exercise or purport to exercise any Excluded Rights in relation to any such application or amendment or application to amend any Approval or Property Control.

5.3 Contamination

- (a) The Vendor makes no warranty or representation as to Contamination that may be present at, or emanating or that may have emanated from or to the Land.

- (b) On and from the Settlement Date, the Purchaser agrees to keep the Vendor indemnified against all Claims resulting in any way from the existence of Contamination on, in or emanating from the Property, including actions based on injury to any person or property.
- (c) The Purchaser shall not exercise or purport to exercise any of the Excluded Rights in relation to any of the matters referred to in this special condition 5 and agrees that those matters do not affect the Vendor's title to the Property.

5.4 Section 173 Agreements

- (a) The Purchaser:
 - (i) has read and understood all Section 173 Agreements in existence affecting the Property as at the Day of Sale;
 - (ii) is aware of the terms, conditions and obligations described in the Section 173 Agreements, including but not limited to the obligations relating to the Owner's Corporations, Community Association, Environmental Management Plans and pest control strategies and will comply with the requirements to the extent they apply to the Purchaser or its successors or assigns
 - (iii) acknowledges that, in particular, the Section 173 Agreements relevant to the Development require the Purchaser to become a member of the Owners Corporation and for the Owners Corporation to become a member of the Community Association;
 - (iv) takes the Property subject to the Section 173 Agreements and will at all times comply with the Section 173 Agreements which affect or relate to the Property;
 - (v) acknowledges that a breach of certain obligations in all or some of the Section 173 Agreements may entitle a person affected by the breach to apply to the Tribunal for enforcement orders;
 - (vi) acknowledges that the Council, any other Authority or the terms of a Planning Permit may require the Vendor to enter into Section 173 Agreements which may be registered on title and will run with the Land, other Lots, the Development Site or part or parts of them and the Purchaser consents to and irrevocably authorises the Vendor to negotiate the terms of and enter into Section 173 Agreements in the form required by the Council;
 - (vii) authorises the Vendor to amend the Section 173 Agreement and any other agreement entered into with a relevant Authority;
 - (viii) if required by the Vendor, must do, and must procure its lawyer and mortgagee to do, all acts, matters and things, including executing all consents, orders and applications, necessary in order to have the Section 173 Agreement registered by the Registrar;
 - (ix) acknowledges that a Section 173 Agreement will not constitute a defect in the Vendor's title; and
 - (x) acknowledges that any condition of the Section 173 Agreement which is not capable of being satisfied prior to registration of the Plan and which continues after the Settlement Date may become the responsibility of the Purchaser so far as that condition relates to or affects the Land and the Purchaser will indemnify and keep indemnified the Vendor against any loss, or claim or liability arising from any breach or of non-compliance with any such condition by the Purchaser on or after the Settlement Date;
- (b) The Purchaser must (whether before or after payment of the balance) do all things and execute all documents as may be reasonably required by the Vendor to give effect to the provisions of this special condition 5.4;
- (c) The Purchaser agrees and acknowledges that it will not hinder, object, obstruct or exercise or purport to exercise any Excluded Right against the Vendor in relation to the matters contemplated by this special condition including the exercise by the Vendor of any of the rights contained in this special condition or any act, matter or thing contained in or required by a Section 173 Agreement.

- (d) The Purchaser indemnifies and will keep indemnified the Vendor against all claims, loss, damage and costs for which the Vendor may suffer in respect of any breach of this special condition;

5.5 Community Association, Owners Corporations and Environmental Management

- (a) The Purchaser acknowledges that the owners of all Lots in Eynesbury Development must become members of or may be affected by one or more Owners Corporations, and the Purchaser and/or the Owners Corporations is in turn required to be or become members of a Community Association, in accordance with the Incorporated Plan.
- (b) The purposes of the Community Association include (but are not limited to):
 - (i) to make rules and collect levies for the purposes of implementing and managing the Environmental Management Plans, in addition to any other lawful purposes carried on by the Community Association;
 - (ii) to manage the maintenance of public areas in the Development; and
 - (iii) regulate and approve works and formulate and administer the Design Guidelines;
 and these purposes can be altered from time to time.
- (c) The Purchaser:
 - (i) agrees to become a member of the Owners Corporations and/or Community Association (if applicable) on Settlement; and
 - (ii) must comply with the obligations in the Section 173 Agreements, Community Association Rules and Owners Corporation Rules, including exercising its powers and voting to ensure that the Owners Corporation is and remains a member of the Community Association.
 - (iii) must pay all fees for which it is liable under the Owners Corporation Rules, which may relate to the implementation of the Environmental Management Plans and such other purposes or functions as are performed by the Community Association or Owners Corporation;
 - (iv) acknowledges that other members of the Owners Corporations and/or Community Association may include owners of residential, agricultural or undeveloped lots or reserves in the Eynesbury Estate or the Council, as well as the Vendor or its related bodies corporate or representatives;
 - (v) has carefully read and understands the requirements of the Community Association Rules and acknowledges that the Community Association Rules and Owners Corporation Rules contain certain obligations of Lot owners, including the requirement to make payments of levies as determined by the Owners Corporation as required to comply with the requirements of the Environmental Management Plans and other lawful requirements;
 - (vi) acknowledges that compliance with the Environmental Management Plans is the responsibility of the owners of Lots in the Eynesbury Development and that the Purchaser may be directly responsible to the Authorities for compliance with the Environmental Management Plans, including payment of fees, in the event the Community Association fails to perform its obligations;
 - (vii) acknowledges that the functions of the Owners Corporation and Community Association are not limited to the implementation of the Environmental Management Plans and that the Owners Corporations and Community Association may hold or manage Common Property and otherwise perform functions as permitted by law;
 - (viii) acknowledges that reserves may be created throughout the Development, to which restrictions or conditions of use or development may apply, and the locations of such reserves may not yet be determined;
 - (ix) acknowledges that the owners of some Lots may not be required to be a member of the Community Association or affected by the Owners Corporations; and

- (x) represents to the Vendor that it has carried out all investigations it considers necessary or appropriate and has satisfied itself in relation to the Owners Corporations and Community Association and compliance with the Environmental Management Plans and is aware of the rules of each of those entities, and the Section 173 Agreements to which those entities are a party or which may affect the Purchaser's interests in any way and voluntarily enters into this Contract on that basis.
- (d) Where the Community Association or the Owners Corporation fail to comply with their obligations under the Section 173 Agreements, the Purchaser may as a result of its ownership of the Land be required to pay fees and do all things as if it was a member of the Community Association.
- (e) The Purchaser acknowledges that the Development is a long term project and in order to allow flexibility for the Vendor to complete the Development, the Community Association Rules permit the Vendor or a party related to the Vendor to have a high level of control over the decisions of the Community Association.
- (f) The Vendor may vary the terms of the Owners Corporation Rules and/or Community Association Rules if it deems it necessary or desirable for the purposes of the development of Eynesbury.
- (g) The Purchaser may not exercise or purport to exercise any Excluded Right in connection with any matters connected with this special condition.
- (h) This special condition does not merge on settlement of this Contract.

5.6 Vendor may remain member

- (a) The Purchaser acknowledges that the Vendor may be and remain a member of any Owners Corporation and/or the Community Association.
- (b) The Purchaser must not vote in any way that is likely to detrimentally affect the Vendor's proposed development of Eynesbury, including the free and unrestricted marketing and sale of Lots in the Estate, for the period until the Vendor or its related entities no longer owns any land in the Eynesbury development.

5.7 Owners Corporation

- (a) The Purchaser has made all enquiries it deems necessary or appropriate and is satisfied with all matters regarding:
 - (i) the Owners Corporation Rules; and
 - (ii) all minutes and proceedings of the Owners Corporationwhich may affect the Land and may not exercise any Excluded Rights in relation to such matters.
- (b) The Purchaser acknowledges that certain restrictions and conditions are prescribed in the Owners Corporation Rules, including in respect of the use, development and maintenance of the Land and any Common Property and land in the Development, and must comply with all such obligations and conditions described in the Owners Corporation Rules.
- (c) The Owners Corporation Rules may change from time to time, including as a result of a resolution at general meeting.
- (d) Certain Owners Corporation Rules may not apply to the Vendor in order to facilitate the completion of the Development by the Vendor and the Owners Corporation may grant certain privileges to the Vendor for that purpose or any associated purpose.
- (e) Certain parts of the Common Property may be the subject of a grant of exclusive use in favour of a person and the Purchaser must not infringe the rights of exclusive use granted to any other person.

5.8 Voting control

- (a) The Purchaser acknowledges that the Development is a long term project and that the Vendor requires flexibility and control over the management of land in the Estate. Accordingly, until the Vendor no longer owns any land in the Eynesbury Estate, the Purchaser:
 - (i) must exercise its voting rights as directed by the Vendor in such a way as to not impede; and
 - (ii) may not exercise any rights, including voting or seeking to obtain any orders or requirements which alters the administration of decision making procedures of the Owners Corporation or the Community Association or which may prevent or inhibit;

the completion of the Development by the Vendor including the sale of Lots in the Estate and the enforcement of compliance with Design Guidelines and other Property Controls; and
 - (iii) must not do anything which hinders or may affect the completion of the Development or the Vendor's marketing activities or sale of any Lots in the Estate by the Vendor.
- (b) The Purchaser agrees that this clause is essential to the Vendor and that damages may not be a sufficient remedy and so agrees that the Vendor shall be entitled to seek declaratory or injunctive relief to prevent or compel the Purchaser to comply with this clause.

5.9 Management

- (a) The Vendor or the Owners Corporation may engage or appoint or enter into an agreement with any person to carry out any management, letting, caretaking, maintenance or other services and that such agreements may impose obligations on the Owners Corporation and the Vendor or Owners Corporation may set or agree the fees payable for such services.
- (b) Payment for such services may form part of the levies for which the Purchaser may become responsible, and the Purchaser may not object to such agreements or services.

5.10 Bushfire Management

- (a) The Purchaser acknowledges that:
 - (i) the Stage is located in a Bushfire Prone Area, which is an area that may be subject to or affected by bushfires;
 - (ii) the land may be affected by certain Property Controls and strategies designed to assess and implement bushfire protection measures as well as the requirements of the Bushfire Management Overlay ("**BMO**") under the Planning Scheme;
 - (iii) these Property Controls may require the Purchaser to build any dwellings or other improvements in compliance with the BMO and to make provision for or allow static water supply and access; and
 - (iv) static water supply for firefighting and property protection purposes may be provided on or near to the land.
- (b) The Purchaser agrees to comply with and observe the requirements of the Property Controls including the BMO.
- (c) The Purchaser must ensure that:
 - (i) any building constructed on the land complies with the requirements of the National Construction Code as are applicable for bushfire affected buildings, including ensuring that the building is constructed to reduce the risk of ignition from a bushfire and, where necessary (where the land lies within the BMO), complying with AS3959-2018;
 - (ii) any dwelling or other improvement built on the land satisfies the minimum Bushfire Attack Level ("**BAL**"). This may require the dwelling to be set back sufficiently from the boundary to enable this standard to be achieved;

- (iii) the dwelling and other improvements are designed and sited to minimize the risk of bushfire damage and that sufficient site access is allowed for vehicles.

6. TITLE

6.1 Identity of Lot

Subject to the provisions of the Act, the Purchaser accepts as identical with the Land the Lot bearing the same number on the Plan when registered as the Lot number specified in the description of the Land set out in the Particulars of Sale or if the Lots on the Plan are renumbered prior to its registration, the Purchaser shall accept as identical with the Land, the Lot on the Plan when registered which occupies the same or approximately the same position as is indicated on the Plan included in the Vendor's Statement as being occupied by the Land specified in the Particulars of Sale.

6.2 No Exercise of Excluded Rights

The Purchaser cannot exercise any of the Excluded Rights for:

- (a) any actual or alleged misdescription of the Property or deficiency in this area or measurements; or
- (b) any variations to the Plan regarding the Property other than as permitted by the Act; or
- (c) any works or proposed works affecting the natural surface level of the Land or any land abutting it or any variations or alterations to those works particulars of which have been disclosed to the Purchaser; or
- (d) any Section 173 Agreement(s) entered into by the Vendor, whether or not registered on title, and including any Section 173 Agreements which are yet to be signed by the Council or the Vendor;
- (e) any alteration to the Development, including:
 - (i) any changes to the layout of the Development, including roads, facilities, and Services if any;
 - (ii) the number of Lots in the Development;
 - (iii) the number, size, shape, location or permitted use of, or restrictions affecting, any Lot in the Plan, excluding the Property;
 - (iii) any delay in the completion of any civil or other works in the Development including Development Works; or
- (f) any delay or non-completion of the Development in whole or part.

6.3 Further Encumbrances

- (a) The Purchaser acknowledges that it is aware of the possibility that as at the Day of Sale:
 - (i) all the easements, restrictions on use and covenants affecting the Land may not have been created;
 - (ii) all the leases, agreements and arrangements may not have been entered into; and
 - (iii) all of the rights and privileges may not have been granted;

which it may be considered by any Authority or the Vendor as being necessary or desirable to create, enter into, or grant in relation to the Development Site, including in respect of the installation of services, utilities and infrastructure for the Eynesbury Estate.

- (b) The Purchaser acknowledges that the Vendor:
 - (i) may grant leases, rights, privileges or other occupation rights to third parties including, without limitation, an Authority or suppliers of utilities;
 - (ii) may create or grant easements, covenants, restrictions and other rights and obligations affecting the Land and/or the whole or any part of the Development Site;
 - (iii) may enter into Section 173 Agreement(s); and
 - (iv) is entitled to require that:
 - (1) the transfer incorporate a covenant;
 - (2) the Purchaser create an easement or Additional Restriction that burden the Land;
 if any one or more of these are:
 - (v) required by any Authority;
 - (vi) required for the certification or registration of the Plan; or
 - (vii) in the opinion of the Vendor, necessary or desirable for the Development Site or of any part of it.
- (c) The Vendor will notify the Purchaser as soon as practicable of any Additional Restriction created or to be created under this special condition.
- (d) The Purchaser:
 - (i) buys the Property subject to any matters described in this special condition;
 - (ii) must within 5 Business Days sign any document or do any thing necessary in order to give effect to this special condition, and to be bound by any Additional Restriction;
 - (iii) agrees that the Additional Restriction run with the Land; and
 - (iv) may not exercise or purport to any Excluded Rights in relation to the matters described in this special condition.
- (e) The Purchaser acknowledges and agrees that it is intended that the Covenant will be contained in the Plan and registered on the title, and will bind all or some of the Lots created by registration of the Plan, and the terms and effect of the Covenant are to restrict the use and development of the Land substantially as described in the Design Guidelines and Owners Corporation Rules. The Purchaser must sign all documents required to give effect to the registration of the Covenant on the title to the Land and if necessary ensure that the Transfer contains the Covenant. The Vendor does not warrant that a covenant or restriction in a form similar to the Covenant or any other restriction will affect any other Lots in the Development. The Purchaser may not exercise or purport to exercise any Excluded Rights in relation to the matters described in this special condition whether or not it has been provided with a copy of the Covenant.

6.4 Restrictions and Conditions

The Purchaser:

- (a) buys the Property subject to any Requirement, Restriction and other condition imposed on the Property by or with the authority of any Authority including as a result of an application or under any applicable Property Controls;
- (b) accepts the Land:
 - (i) with all defects (including fill) and any non-compliance with any Property Controls; and

- (ii) subject to any Property Control or other Restriction affecting the Land, (whether registered or unregistered and including any Restriction that arises on the registration of the Plan or any other encumbrance required by an Authority);
- (iii) subject to all Property Controls affecting the Land;
- (c) accepts and agrees to be bound by the terms of all Property Controls and other Restrictions affecting the Land;
- (d) will comply with all Property Controls and other Restrictions or requirements of any Authority in relation to any matter whatsoever connected with the Land at its own cost and expense from the Settlement Date and shall not exercise or purport to exercise any Excluded Rights in relation to such matters and agrees to hold the Vendor indemnified at all times against all claims arising out of a failure to comply with a Property Control or a breach of or a failure to obtain an Approval as from the Settlement Date.

6.5 Subdivision Act

Without limiting the general conditions, the Purchaser admits that the Property is sold subject to the provisions of the Subdivision Act and purchases the Property subject to any easements, covenants or similar encumbrances affecting the Land including those required by this Contract, created or implied by the Subdivision Act and the Purchaser must not exercise or purport to exercise any of the Excluded Rights in relation to those easements, covenants or encumbrances.

6.6 No Caveat

- (a) The Purchaser must not lodge or allow to be lodged on the Purchaser's behalf any caveat or other dealing in relation to the Property.
- (b) The Purchaser agrees that special condition 6.6(a) is an essential term of this Contract, breach of which (without prejudice to any other rights the Vendor may have in respect of the breach) will entitle the Vendor to rescind this Contract by notice in writing to the Purchaser.
- (c) The Purchaser acknowledges that if a caveat or any other dealing which prevents registration of another dealing is lodged registration of the Plan might be delayed and that the Vendor will suffer loss and damage and the Purchaser hereby indemnifies the Vendor against any such loss and damage including any additional interest payable under any mortgage over the Development Site.
- (d) The Purchaser hereby irrevocably appoints:
 - (i) the Vendor as its attorney; and
 - (ii) the Vendor's Lawyer as its agent;

for the purpose of consenting to any application for subdivision and/or executing and lodging a withdrawal of any caveat or other dealing lodged in breach of this special condition or which will or might delay registration of the Plan.

7. REGISTRATION OF PLAN OF SUBDIVISION AND COMPLETION OF DEVELOPMENT

7.1 Registration of the Plan

The Purchaser acknowledges that as at the Day of Sale, the Plan has not been registered by the Registrar pursuant to Part 4 of the Subdivision Act or section 97 of the *Transfer of Land Act 1958* (Vic) (as the case may be).

7.2 Condition Subsequent

This Contract is subject to the condition subsequent that the Plan is registered within the Registration Period which is the specified period for the purposes of section 9AE of the Act.

7.3 Vendor to Procure Registration

- (a) The Vendor must at its own cost use reasonable endeavours to procure registration of the Plan within the Registration Period.
- (b) The Vendor is not obliged to appeal or seek judicial review of any decision of any Authority in connection with the subdivision, the Plan or a planning permit relating to the Plan.

7.4 Rescission of Contract by Vendor or Purchaser

- (a) If the Plan is not registered within the Registration Period, then the Purchaser or (subject to the Act), the Vendor may at any time after the expiry of the Registration Period but before the Plan is registered rescind this Contract by notice in writing to the other. A notice under this special condition 7.4 will have no effect if the other party receives it after the Plan is registered.
- (b) The Vendor notifies the Purchaser and the Purchaser acknowledges that:
 - (i) the Vendor must give notice of a proposed rescission of the contract under this special condition;
 - (ii) the Purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent;
 - (iii) the Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind the contract; and
 - (iv) the Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

7.5 Amendments to the Plan

- (a) To the extent not expressly prohibited by sections 9AC and 10 of the Act, the Vendor may make such alterations to the Plan or Planning Permit as it requires including without limitation, those alterations:
 - (i) required to accord with good surveying practice or engineering practice or requirements and all laws;
 - (ii) required to meet any requirement or requisition of an Authority or the Registrar to effect registration;
 - (iii) necessary to ensure that the Plan accords with the Property as proposed from time to time;
 - (iv) required in order to deliver Services (if any) to each Lot;
 - (v) considered by the Vendor to be necessary or desirable for the purposes of the Development which may include:
 - (A) creating additional Lots, reducing the number of Lots and/or consolidating any Lot with another Lot or Lots;
 - (B) altering or varying the position of any Lot;
 - (C) any changes to any Approval or Property Control; or
 - (D) introducing any new stages or making any changes to the order of Stages or otherwise required in the opinion of the Vendor for the Development;
- (b) If the Vendor makes any amendment contemplated by this special condition then:
 - (i) The Vendor must notify the Purchaser of any variation which materially affects the Purchaser; and

- (ii) other than as permitted by section 9AC of the Act and subject to special condition 7.5(c), the Purchaser must not exercise any of the Excluded Rights on the grounds that the Plan has been altered under this special condition and the Plan as registered by the Registrar does not accord with the Plan;
- (c) For the purposes of special condition 7.5(a) and the Act, the Purchaser agrees that:
 - (iii) an alteration to the Plan which results in a change to the area of the Property of less than 5%; or
 - (iv) any change to the Restrictions required for the completion of the Development or Requirements of an Authority;
 are minor variations or discrepancies and do not materially or detrimentally affect the Purchaser.

7.6 Vendor may terminate

- (a) If at any time:
 - (i) any permit, Approval or consent in respect of the Development is refused, delayed or is issued containing terms which are not satisfactory to the Vendor in its sole discretion;
 - (ii) any requirement or condition imposed by an Authority for the Plan is in the opinion of the Vendor (acting reasonably) too onerous on the Vendor to perform or accept;
 - (iii) at any time, the Vendor determines (acting reasonably) that the Plan will not be, or is unlikely to be, registered within the Registration Period;
 - (iv) the Vendor does not obtain construction funding for the development of the Stage on terms satisfactory to the Vendor in its sole discretion; and/or
 - (v) the Vendor determines in its absolute discretion that the Development is not financially viable;
 then the Vendor may elect to terminate this Contract by giving notice in writing to that effect to the Purchaser, in which case this Contract will end on the date stated in the notice.
- (b) This special condition is for the sole benefit of the Vendor and may only be waived by the Vendor notifying the Purchaser in writing of the waiver. The Purchaser acknowledges that the rights granted to the Vendor under special condition 7.6(a) are necessary in order to prevent the Vendor from suffering unnecessary prejudice and damage in circumstances where the Vendor is unable or it is not feasible for the Vendor to complete the Works, and accepts that the termination rights are not unfair or unconscionable.

7.7 Consequences of Rescission

If this Contract is rescinded pursuant to special conditions 7.4 or 7.6:

- (a) the Net Deposit will be refunded to the Purchaser and any Bank Guarantee accepted by the Vendor under special condition 4 will be returned to the Purchaser or the Bank for cancellation and unless otherwise provided for in this Contract and neither party will have further liability to the other in relation to this Contract;
- (b) the Purchaser must not claim any compensation or exercise any of the Excluded Rights if the Contract is rescinded pursuant to special conditions 7.4 or 7.6;
- (c) the right to a refund of the Deposit shall be the sole right of the Purchaser in connection with such rescission.

7.8 Location of Easements

Section 10(1) of the Act does not apply in respect of the final location of any easement shown on the Plan and subject to section 9AC of the Act the Vendor may vary the final location of any easement shown on the Plan.

8. DEVELOPMENT WORKS

8.1 Acknowledgement

The Purchaser acknowledges and agrees that:

- (a) at the Settlement Date, the Development Works may not be wholly completed;
- (b) further Development Works and marketing activities may continue to be carried out on the Development Site after Settlement;
- (c) to facilitate the Vendor's carrying out of the Development and sales of Lots:
 - (i) the Vendor and any contractor or agent contracted for works on any part of the Development may enter and carry out Development Works on any of the Lots on the Plan and may bring any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Development Works;
 - (ii) any contractor working on the Development shall be entitled to full, free and uninterrupted access over and to any Lot where it is necessary for the completion of the Development and that the Purchaser shall not make any claim or objection to the Vendor in relation to such access provided that the Vendor shall take reasonable steps to minimize any disruption to the Purchaser's use and enjoyment of the Property;
 - (iii) the Vendor or its appointed marketing agents may carry out activities and use any part of the Development Site as are necessary for marketing activities including displaying signage, or erecting and occupying display suites; and
- (d) the Purchaser is not entitled to impede or obstruct any Development Works or to exercise or purport to exercise any Excluded Rights in respect of any Development Works which the Vendor is permitted by any Authority to complete after registration of the Plan.

8.2 The Purchaser authorises the Vendor and must cause the Owners Corporation where necessary to authorise the Vendor and all persons authorised by the Vendor to:

- (a) conduct any marketing activities whatsoever in the Development;
- (b) place and maintain in, on and about the Development (excluding the Property) signs in connection with those marketing activities; and
- (c) place and maintain in, on and about the Development an office or facility from which marketing activities can be conducted;

and this authorisation continues with full force and effect after settlement until the Vendor is no longer the owner of any Lots in the Eynesbury Estate.

8.3 The Purchaser is aware that the Development is a long term project and the Vendor makes no warranties and gives no assurances about the timing for completion of the Development or any Stage, or the method of completing the Development.

8.4 The Vendor may, with the Approval of the Authorities, elect not to provide any community infrastructure contemplated by the Development Plan, the Planning Scheme, the Incorporated Plan.

8.5 Vendor not responsible

The Purchaser acknowledges and agrees that the Vendor is not responsible for any contractor or consultants, carrying out works under contracts with the purchasers of other Lots forming part of the Development.

8.6 No action

Provided the Vendor takes all reasonable steps to minimise any inconvenience to the Purchaser in carrying out the Development Works, the Purchaser will not make any objection to the Development Works or to the dust and noise and other discomforts which might arise therefrom, and must not exercise any of the Excluded Rights arising out of or resulting from the Development Works or to the dust and noise and other discomforts which might arise therefrom.

8.7 No objection

Without limiting any other provision of this Contract, the Purchaser may not exercise or purport to exercise any of the Excluded Rights in connection with any matters described in this special condition, including by reason of:

- (a) the operations associated with any construction, completion, improvement or extension of any facilities in the Development and the noise and other discomforts which might arise therefrom;
- (b) during construction of the Development, the use by the Vendor, its employees, agents, contractors, consultants and others of the other Lots in the Development for the purpose of:
 - (i) gaining access or egress to any part of the Development Site or any adjoining land whether by foot or in vehicles or in heavy machinery; or
 - (ii) for the storage of building materials, vehicles, equipment or fill associated with the construction of the Development;
- (c) any easements, restrictions or encumbrances created or implied by the Subdivision Act or created or executed by the Vendor;
- (d) construction of any Services on or under the Development which may or may not be protected by easement or other right in respect of any Services;
- (e) any alteration to the area or dimensions of the Development;
- (f) the nature, location, availability or non-availability of any Services in the Development;
- (g) non-completion of any facilities, Services or infrastructure to be constructed (if any) on or for the benefit of the Development Site;
- (h) the nature or location of any service pits, service markers, man-holes, telephone or electricity poles, electricity substations, water or sewerage vents or mains or any other Service passing through, over or under the Property or the Development;
- (i) any Service being a joint service with other land;
- (j) any boundary on the Development Site not being fenced or any boundary fence or wall not being on or within the boundary; and
- (k) the methods used by the Vendor in its efforts to sell Lots in the Development, including but without limiting the generality of the foregoing, use of signs and the maintenance of display units (if any) in the Development.

9. STAGED DEVELOPMENT

9.1 The Purchaser acknowledges that the:

- (a) Land forms part of the Development by the Vendor, which may or may not occur in stages at the election of the Vendor;
- (b) Vendor who is, or is entitled to be, registered proprietor of the Subsequent Stage Land, reserves the right in its absolute discretion to develop or to refrain from developing the Subsequent Stage Land.
- (c) The Vendor gives notice to the Purchaser that the Vendor or the Vendor's successors in title may, at any time in future:
 - (i) subdivide the Subsequent Stage Land;
 - (ii) create, remove, consolidate or change Stages or lots in a Stage;
 - (iii) create, alter or remove Common Property and an Owners Corporation;
 - (iv) change lot entitlements or lot liabilities;
 - (v) dedicate land for use as reserves or roads or public space;
 - (vi) create Restrictions;
 - (vii) carry out any Works necessary to comply with any Section 173 Agreement or any Property Control;
 - (viii) carry out or permit the carrying out of building works and Development Works on the Subsequent Stage Land;
 - (ix) construct or cause to be constructed improvements including, without limitation, structures, buildings, roads, footpaths and access-ways over any part or parts of the Subsequent Stage Land;
 - (x) apply to relevant Authorities for any approval required to develop the Subsequent Stage Land; or
 refrain from doing any or all of these things.

9.2 The Purchaser must (whether before or after the Settlement Date) do all things and execute all documents as may be reasonably required by the Vendor to give effect to provisions of this special condition 9.

9.3 The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to either directly or indirectly hinder, delay, impede, object or prevent the Vendor exercising the rights set out in special condition 9.1(a)(i), 9.1(a)(ii) and 9.1(a)0.

9.4 The Purchaser indemnifies and will keep indemnified the Vendor against all claims, damages and costs for which the Vendor may suffer due to a breach of this special condition 9.

9.5 The Purchaser acknowledges that the Development is a long term project and that the Vendor is not able to give any assurances regarding:

- (a) the timetable for carrying out the Development;
- (b) the period of time the Development or any Stage in it will take to complete;
- (c) the number of lots in any Stage;
- (d) the location, nature or services included in the Community Infrastructure;
- (e) whether there is any delay or if the Owner decides not to proceed with the Development or any Stage;

- (f) the nature of the Development (including the number of lots, height of the Development, types of uses and the facilities to be provided); and/or
- (g) the manner in which the Development will be carried out.

9.6 This special condition will not merge on settlement but will continue in full force and effect.

10. NATURAL SURFACE WORKS

10.1 Purchaser's acknowledgement

The Purchaser acknowledges that:

- (a) the Land has been, or may prior to Settlement be, filled, raised, leveled, compacted, cut and/or graded;
- (b) it is the Purchaser's responsibility to carry out a soil test prior to signing any contract for the construction of any building on the Land;
- (c) where Natural Surface Works Plans are not attached to this Contract, the Purchaser acknowledges that the Vendor does not as at the day of sale have knowledge of the details of works proposed to be carried out on the Lot or land adjoining the Land sufficient to disclose to the Purchaser, and the Vendor may provide any Natural Surface Works Plans (if any are prepared) to the Purchaser as soon as practicable after they become available to the Vendor;
- (d) the Purchaser has been provided with adequate information and details of the proposed work to the natural surface of the land and the adjoining Lots and land to be fairly aware of the surface features of the Lot and surrounding land;
- (e) the Vendor makes no representation or gives any warranty regarding the amount of any topsoil or filling that has or may have been removed from the Property, nor any filling or regrading that may be required to the Property and any adjoining land; and
- (f) the Purchaser has relied upon its own searches and enquiries regarding what works to the Land (including any natural surface level of the Land) may be required to permit or allow any construction that the Purchaser does, or proposes to, undertake on the Property.

10.2 No objection

Subject to the Act the Purchaser covenants that the Purchaser must not exercise any of the Excluded Rights in respect of anything contained in this special condition 10 (including, but without limitation, making a claim to be compensated for additional construction costs that would not have been incurred had the works, the subject of the disclosure and/or the filling and/or grading not been carried out).

10.3 Works

At the Day of Sale:

- (a) if no significant works affecting the natural surface level of the Lot or any land abutting the Lot which is in the Plan of Subdivision are proposed to be carried out, then Vendor has not given and is not required to give disclosure pursuant to section 9AB(1) of the Act; and
- (b) if such works are proposed after the Day of Sale or if any change occurs to any proposed works, the Vendor will provide disclosure in accordance with section 9AB(2) of the Act as soon as practicable after the details required for disclosure come to the knowledge of the Vendor.

11. ACKNOWLEDGEMENTS AND WARRANTIES

11.1 Purchaser's acknowledgements

- (a) The Purchaser:
 - (i) acknowledges and is aware that much of the Development Site land is yet to be developed and sold;
 - (ii) acknowledges that the Vendor or other persons may use or occupy the Development Site land for agricultural activities, sales offices, commercial premises or any other purpose the Vendor deems appropriate or desirable in its sole discretion;
 - (iii) acknowledges that Mount Mary Road and other roads in the area are busy and that roadworks are to be carried out in respect of some roads and accesses for or as part of the Development; and
 - (iv) the Vendor may erect signage and advertising material throughout the Development Site in respect of any activities carried on by the Vendor or any entities permitted by the Vendor.
- (b) The Purchaser:
 - (i) has made all enquiries with Authorities that it considers necessary and that a prudent and careful person would make before entering into a contract such as this Contract;
 - (ii) enters into this Contract on its own inspection and enquiries it has carried out; and
 - (iii) it does not rely on any representation or warranty by or on behalf of the Vendor other than as expressly stated in this Contract; and
 - (iv) has not been induced to enter into this Contract by any representations, statements, information or warranty made by or on behalf of the Vendor.
- (c) The Purchaser acknowledges that the Vendor makes no warranty and gives no assurance as to the configuration or nature of the proposed Town Centre and may elect not to construct or may vary any part of the Town Centre from what is proposed as at the day of sale.
- (d) The Purchaser accepts and may not exercise or purport to exercise any Excluded Right against the Vendor in respect of any matter associated with the use of nearby land for agricultural or other commercial or rural purposes as permitted by the relevant Authorities.
- (e) The Purchaser must not, and must ensure that any tenant or occupant of the Land does not, interfere with, hinder or obstruct the Vendor's sales activities with respect to unsold Lots in the Eynesbury Estate.
- (f) Subject to the restrictions on the Purchaser's right to sell the Land, the Purchaser may only erect advertising signage with the prior written consent of the Vendor and the Vendor may procure the removal of any signage erected in contravention of this special condition. This clause does not merge on completion of this Contract.

11.2 Electricity Substation

The Purchaser:

- (a) acknowledges and agrees that an electrical substation may be located on the Development Site and may be located near the Property; and
- (b) will not exercise any of the Excluded Rights in relation to the final location of the electrical substation or any related lease granted by the Vendor.

11.3 Telecommunications

Without limiting special condition 24, the Purchaser acknowledges that the Vendor makes no representation

nor gives any warranties in relation to any telecommunications or fibre optic network services offered to supplied to the Property by any network or utility provider, and that the Purchaser must make its own enquiries as to the availability, timing, capacity, suitability and cost (if any) of any telecommunications service to be supplied to the Property.

11.4 Marketing Materials

- (a) The Purchaser acknowledges that any photographs and other images created for the marketing of the Development (if any) are for illustrative purposes only and cannot be relied upon by the Purchaser including without limitation, depictions of landscaping and other representations or images used in any marketing materials;
- (b) The information contained in promotional material and any items, materials or samples shown in any display suite or sales office of the Vendor's Agent (if applicable) is a guide only and does not constitute an offer, inducement, representation, warranty or contract;

The Purchaser shall not exercise any of the Excluded Rights because of any act, matter or thing including without limitation, depictions of landscaping and other representations of images differing from those depicted in any marketing materials.

11.5 Golf Course

- (a) The Purchaser:
 - (i) acknowledges that the Development includes a Golf Course and is aware of the nature of hazards likely to be associated with residences or activities carried out near a golf course including the intrusion of golf balls;
 - (ii) acknowledges that the Golf Course and its associated facilities and clubhouse are private facilities and the Purchaser may not have any entitlement to access or use the facilities other than on the terms permitted by the Golf Course Lot Owner; and
 - (iii) releases the Vendor and any of its related entities and indemnifies them in relation to any Claim arising out of or in connection with the use or operation of the Golf Course.
- (b) The Vendor may elect to:
 - (i) alter the design of the existing Golf Course; and/or
 - (ii) alter the design of, or not construct, the proposed second Golf Course; and

the Purchaser may not exercise or purport to exercise any of its Excluded Rights in relation to the matters described in this special condition.

11.6 Agricultural land

The Purchaser:

- (a) acknowledges that the Development is located near a working farm;
- (b) is aware of the risks associated with agricultural land uses;
- (c) releases the Vendor and any of its related entities and indemnifies them in relation to any Claim arising out of or in connection with the agricultural activities carried on lawfully in or near the Development;
- (d) may not exercise or purport to exercise any Excluded Right in relation to the matters contemplated by this special condition.

11.7 Vendor May Deal with the Site

- (a) The Vendor may:
 - (i) assign or novate any of the Vendor's rights, privileges, benefits or obligations under this Contract or in the Property whether by way of security or absolute assignment to another party; and
 - (ii) mortgage, encumber or otherwise deal with its rights and interest under this Contract or in the Property, whether or not the Plan has been registered.
- (b) If the Vendor assigns or novates its rights under this Contract or in the Property to another party the Purchaser must do whatever is necessary to ensure that the other party will have the benefit of this Contract, including any Bank Guarantee provided to the Vendor's Lawyer by the Purchaser, and if necessary will procure the replacement of the Bank Guarantee by a new Bank Guarantee in favour of the other party. The Purchaser must obtain a new Bank Guarantee at its own cost if requested to do so by the Vendor or its assignee(s).

11.8 Restriction on Resale prior to settlement

- (a) The Purchaser acknowledges and agrees that not all of the Lots may be sold before the Settlement Date.
- (b) The Purchaser must not, without the Vendor's prior written consent:
 - (i) sell or deal with (other than a mortgage to finance its acquisition of the Property under this Contract) the whole or any part of its interest in the Property or under this Contract;
 - (ii) erect or display, or cause to be erected or displayed, any sign, notice or advertisement (whether visible from the outside of the Property or not) offering the Property for sale; or
 - (iii) publish or broadcast, or cause to be published or broadcasted, any sign, notice or advertisement offering the Property for sale (including any sign, notice or advertisement in print, electronic or online form),

until after the Settlement Date, and subject to any other restrictions on the Purchaser's right to sell the Property.
- (c) Prior to the Settlement Date, the Purchaser must not without the prior written consent of the Vendor (which may be given or withheld at the Vendor's absolute discretion or subject to conditions as the Vendor deems fit) publish or broadcast, or cause to be published or broadcasted, any sign, notice or advertisement (including any sign, notice or advertisement in print, electronic or online form) which, in the Vendor's opinion, is published:
 - (i) in connection with a proposed nomination by the Purchaser of a substitute or additional transferee pursuant to special condition 21 of this Contract; or
 - (ii) in an attempt to find or secure a person who the Purchaser may wish to nominate as a substitute or additional transferee pursuant to special condition 21 of this Contract.
- (d) If the Purchaser breaches special conditions 11.8(a), 11.8(b) or 11.8(c), the Purchaser must procure the removal of such sign(s), notice(s) or advertisement(s) within 2 Business Days after receiving a written request from the Vendor or the Vendor's Lawyer to do so, failing which, and without limiting any of the Vendor's rights under the Contract, the Purchaser irrevocably appoints the Vendor as its attorney to do all things necessary to cause any such sign(s), notice(s) or advertisement(s) to be removed or withdrawn.
- (e) The Purchaser indemnifies the Vendor against any loss arising out of a breach of this special condition.

11.9 Restriction on Resales after Settlement

- (a) The Purchaser acknowledges that the Land is intended to be sold as residential land for the sole purpose of building a Dwelling house on the Land and agrees that, until such time as an Occupancy Permit has been issued for the construction of a dwelling on the Property in accordance with the Design Guidelines, the Purchaser must not, without the prior written consent of the Vendor (which may be given or withheld at the Vendor's absolute discretion or subject to conditions as the Vendor deems fit), sell (as that word is defined in the Act), advertise for sale or otherwise deal with the Property or any part of it except in the following circumstances:

- (i) the transferee is a Relative of the Purchaser;
- (ii) the Purchaser has provided full details of the Purchaser's financial position to the Vendor and the Vendor, acting reasonably, agrees in writing that the sale is reasonable and to prevent the sale would cause unjustifiable hardship to the Purchaser; or
- (iii) a period of 24 months has expired after the date Settlement is effected;

and in all cases where the Property is sold prior to the issue of an Occupancy Permit, the Purchaser as vendor has entered into a Resale Deed with its proposed transferee or assignee, whereby the proposed transferee or assignee covenants to perform and observe the Purchaser's continuing obligations under this Contract including without limitation those specified under special conditions 11, 11.9(c), 13 and 14 (and including the requirement for the transferee to also enter into a Resale Deed in the event the transferee sells the Lot); or

- (iv) the Purchaser has offered to sell the Land to the Vendor for the price described under this Contract and otherwise on terms no less favourable than the Purchaser proposes to sell the Land and (without any obligation on the part of the Vendor) the Vendor has accepted the Purchaser's offer.
- (b) If the Property is sold or disposed of, the Purchaser must deliver to the Vendor or the Vendor's Lawyer within thirty (30) days of entering into a contract of sale or transfer of the Property whichever is earlier:
- (i) details of the new owner of the Property (New Owner);
 - (ii) payment by the New Owner to the Vendor's Lawyer of \$700 (plus GST) being the Vendor's costs for preparing the deed contemplated by special condition 11.9(a) and enter in to a Resale Deed prepared by the Vendor's Lawyer.

and on receipt of the Resale Deed prepared by the Vendors Lawyer, the Purchaser must promptly deliver to the Vendor a duly executed Resale Deed.

- (c) The Purchaser:
- (i) acknowledges that the Development is a long term project and that the restrictions in this clause are necessary and reasonable in order to reduce impediments to the Vendor in completing the Development which necessarily includes the sale of Lots in the Estate;
 - (ii) authorises the Vendor or its agents to enter onto the Land to remove any signs or notices erected in contravention of this condition; and
 - (iii) indemnifies the Vendor on demand against any loss arising out of or in connection with a breach of this special condition.

12. EYNESBURY DESIGN GUIDELINES AND CONTROLS

12.1 The Purchaser:

- (a) has read and understood, and made any enquiries it considers necessary or relevant to; and
- (b) purchases the Property subject to, and must comply strictly with;

the Design Guidelines.

12.2 The Vendor reserves the right to create, and amend as necessary, any Design Guidelines from time to time after the Day of Sale and the Settlement Date for the Property and any other land contained in the Development Site and will make available the then-current Design Guidelines to the Purchaser on request.

12.3 The Purchaser acknowledges and agrees that the Vendor can, at any time prior to the Settlement Date, substitute or introduce alternative or additional forms of planning and building controls (including but not limited to memoranda of common provisions and/or restrictive covenants) to implement and enforce additional controls which are generally consistent with any Design Guidelines and Approvals.

12.4 The Purchaser:

- (a) acknowledges that the Vendor, being responsible for the Development, has an interest in ensuring the overall quality of the Development and subdivision of the Development Site;
- (b) covenants with the Vendor to fully observe and comply with any Approvals, Property Controls and Design Guidelines and agrees that:
 - (i) this special condition 11.9(c) will not merge on completion of this Contract; and
 - (ii) this special condition 11.9(c) will bind the Purchaser, their successors in title, their heirs, executors, administrators and assigns;
 - (iii) must comply with, and do all reasonable things (at the Purchaser's own cost) to give effect to any Design Guidelines, Building Controls and Approvals, and without limitation, if the Purchaser sells or transfers the Property, the Purchaser must ensure that any contract of sale by the Purchaser as vendor includes a special condition in the form of this special condition and attaches any Design Guidelines;
 - (iv) must allow the Vendor access to the Property after the Settlement Date so that the Vendor can ensure compliance with any Design Guidelines, Approvals and Building Controls, any dwelling house plans approved pursuant to special condition 13.1, and the terms and conditions of this Contract.

12.5 The Vendor is not liable for any decisions, Requirements or any amendments to the Design Guidelines made by the Eynesbury Design Review Panel, including:

- (a) where the decision or Requirement is inconsistent or does not comply with any other Property Control;
- (b) where the Eynesbury Design Review Panel elects not to enforce compliance with any Design Guidelines or other Property Controls against any other Lot owner; and
- (c) whether or not such Requirement affects the Property or any other Lot in the Eynesbury Estate.

12.6 The Purchaser must not exercise or purport to exercise any of the Excluded Rights in relation to any of the matters referred to in this special condition 11.9(c).

13. BUILDING CONTRACT

13.1 The Purchaser may only carry out any works on the Land if:

- (a) The Purchaser has obtained the written approval of the Eynesbury Design Review Panel in relation to the proposed Building to be constructed on the Land;
- (b) The Purchaser has submitted to the Vendor (if requested by the Vendor) all proposed plans and specifications for construction of a dwelling on the Property, including floor plans and elevations; and
- (c) The Purchaser has obtained all necessary Approvals including all consents and insurances required by any Authority or Law where the Purchaser is an owner builder.

- 13.2** In procuring the completion of the works the Purchaser must ensure that the works are carried out in a proper and workmanlike manner and strictly in compliance with the Eynesbury Design Guidelines, Eynesbury Design Review Panel consent and the conditions of any Approval.
- 13.3** The Purchaser covenants that, in obtaining a building permit, it must advise the building surveyor, builder or Council of any Design Guidelines (and provide copies of such guidelines) and any other information or restriction in any way relevant to the construction of any works on the Property.
- 13.4** The Purchaser acknowledges and agrees that the Vendor or the Eynesbury Design Review Panel may reject or refuse approval, in its absolute discretion (acting reasonably), for any construction plan submitted to the Vendor, if the Vendor forms the view (acting reasonably) that the plans do not comply with any Design Guidelines or other restrictions concerning construction of a dwelling on the Property.
- 13.5** The Purchaser must:
- (a) substantially commence construction of a dwelling in accordance with the Design Guidelines within 12 months; and
 - (b) bring the works to practical completion within 24 months
- from the date Settlement is effected; and
- (c) ensure the Land is kept clean, presentable and safe at all times until construction is completed.
- 13.6** If the Purchaser fails to comply with this condition, the Vendor may enter the land to remove any building works that do not comply with the special condition and Design Guidelines if the Purchaser fails to do so within 60 days of the Vendor's demand.
- 13.7** The Purchaser acknowledges that the provisions of this special condition are required to ensure the Development is completed in a timely and consistent fashion and in accordance with the standards of quality and design required by the Eynesbury Design Review Panel and the Requirements of the Property Controls.
- 13.8** The Purchaser acknowledges and agrees if requested by the Vendor, to provide to the Vendor a full copy of the building contract entered into pursuant to special condition 13.1. The Purchaser further acknowledges that the Vendor may advise the builder that this Contract has been entered into and may provide a copy of this Contract to the builder.
- 13.9** The Purchaser acknowledges and agrees that this Contract is not a building contract within the meaning of the *Domestic Building Contracts Act 1995* (Vic).
- 13.10** The Purchaser indemnifies the Vendor in relation to any breach of and must not make any Claim as a result of or in connection with any matters referred to in this special condition 13.

14. VENDOR'S BUY BACK OF LAND AND ANY IMPROVEMENTS

- 14.1** To ensure the Purchaser's compliance with special condition 13, the Vendor is hereby granted by the Purchaser an irrevocable option to re-purchase the Property (**Option**) following the Settlement Date, from the Purchaser in the name of the Vendor or the Vendor's nominee, upon the terms and conditions set out in this special condition 14.
- 14.2** The Option may be exercised by the Vendor or its nominee by written notice to the Purchaser any time after the date the Vendor becomes aware that the Purchaser has not commenced construction on the Property within 12 months of the Settlement Date and before the construction of a dwelling has been completed in accordance with the Design Guidelines and an Occupancy Permit is issued.
- 14.3** The purchase price to be paid to the Purchaser by the Vendor, if the Vendor or its nominee to exercise the Option, shall be the market value of the Property as determined by a registered Valuer appointed by the Vendor of no less than 5 years' experience, less:

- (a) all costs incurred by the Vendor relating to the exercise of the Option (including stamp duty on the transfer of land and Land Registry or PEXA lodgement fees);
- (b) all legal costs incurred by the Vendor;
- (c) the cost of the valuation;
- (d) any commission which was paid by the Vendor to the Vendor's Agent for the sale of the Property under the Original Contract;
- (e) any rebates provided to the Purchaser under the Original Contract (if any).

14.4 In determining the market value of the Property, the parties agree that the valuer must:

- (a) disregard the value of improvements which do not comply with this Contract or the Design Guidelines;
- (b) take into account the cost of converting any improvements or works to the Property which are not compliant with this Contract, the Design Guidelines, any Approval or Requirement; and
- (c) take into account the cost of bringing the Property up to a reasonable state of repair.

14.5 If the Option is exercised, the Property shall be deemed to have been purchased on the date of the Option being exercised pursuant to the terms of this Contract (amended with respect to the names of the parties, title particulars, address, price and balance of price details, and the special conditions of the Contract will be deleted and replaced with the special conditions of the Law Institute of Victoria and Real Estate Institute of Victoria form of contract. Settlement must take place within 45 days of the date of exercise of the Option, subject to there being agreement with the Purchaser's mortgagee (if any) (**Repurchase Contract**).

14.6 Upon the Option being exercised by the Vendor, the Vendor shall be deemed to be the duly appointed attorney of the Purchaser for the purpose of completing the Repurchase Contract, and will have authority to sign all documents (including the transfer of land and any State Revenue Office of Victoria stamping documentation) to enable the completion of the Repurchase Contract and the registration of the transfer of land from the Purchaser to the Vendor. This power shall include a power granted to the Vendor to authorise and direct the Purchaser's mortgagee (if any) to deliver or nominate to it the certificate of title for the Property and to negotiate with and reach agreement with the Purchaser's mortgagee regarding the paying out and discharging of the liability under the mortgage on such terms as may be agreed between mortgagee and the Vendor.

14.7 To better secure the rights of the Vendor under this special condition 14, the Purchaser:

- (a) acknowledges the right of the Vendor to lodge a caveat in respect of the Property to protect the Vendor's rights with respect to the Option;
- (b) must not sell the Property without including in any contract of sale a special condition which requires the purchaser under that contract to execute a Resale Deed; and
- (c) must ensure that any mortgagee of the Property consents to be bound by this special condition.

15. FENCING

15.1 The Purchaser acknowledges and agrees with the Vendor that so long as the Vendor is registered or entitled to be registered as the proprietor of land adjoining the boundaries of the Property (excluding any open space or a tree reserve), the Purchaser will not make any claim against the Vendor for any contribution to the cost of erecting any dividing fences or walls pursuant to the provisions of the *Fences Act* 1968 (Vic) including any sums which the Vendor may (whether or not it is aware of any) have incurred with any adjoining owners.

15.2 The Purchaser acknowledges and agrees that it must include this special condition 15 in any future contract of sale for the Property substituting any reference to "Vendor" with "Eynesbury Township Pty Ltd".

- 15.3** The Purchaser indemnifies the Vendor against any loss or damage incurred by the Vendor as a result of the Purchaser's breach of this special condition 15 or as a result of any claim being made against the Vendor for a contribution towards any boundary fencing (whether under the *Fences Act 1968* (Vic) or otherwise).

16. DEFAULT

- 16.1** If the Purchaser defaults in payment of any money or performance of any obligation under this Contract, then the Purchaser shall upon demand pay:
- (a) all reasonable expenses incurred by the Vendor as a result of the breach;
 - (b) the legal costs of the Vendor on a Lawyer/own client basis as a result of the breach; and
 - (d) interest in addition to all monies due under the Contract pursuant to general condition 26.
- 16.2** The Purchaser indemnifies the Vendor against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Vendor or which the Vendor may pay, sustain or incur as a direct or indirect result of breach or non-performance of this Contract or any breach of warranty under this Contract by the Purchaser.
- 16.3** Time shall remain the essence of this Contract notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser and the Vendor shall be entitled to serve a default notice under general condition 27 at any time after the date of default in respect of which the notice is given.

17. INSOLVENCY EVENT DEEMED DEFAULT

- 17.1** In addition to any other rights the Vendor may have to terminate this Contract, the Vendor may terminate this Contract, by notice to the Purchaser, if:
- (a) the Purchaser is an individual and:
 - (i) dies; or
 - (ii) an administration order within the meaning of the *Guardianship and Administration Board Act 1986* (Vic) is made concerning the Purchaser's estate; or
 - (b) an Insolvency Event occurs in respect of the Purchaser.
- 17.2** An Insolvency Event (or anything analogous in respect of the Vendor) does not constitute breach by the Vendor of this Contract.

18. CORPORATE PURCHASER

- 18.1** If the Purchaser is or includes a corporation (**Corporate Purchaser**) then the person signing on behalf of the corporation:
- (a) warrants that it has executed the Contract lawfully and in accordance with the constitution of the purchaser company; and
 - (b) must cause all directors of the Purchaser corporation to execute the form of guarantee and indemnity attached.
- 18.2** If the Purchaser breaches the warranty contained in special condition 18.1 above, the person that signs this Contract acknowledges and agrees that they will be personally liable for the performance of the Purchaser's obligations.
- 18.3** If the directors of the Corporate Purchaser do not execute the attached guarantee and indemnity in accordance with special condition 18.1(b) within 3 Business Days of the date of this Contract, the Vendor may rescind this Contract and retain the Purchaser's deposit which shall be forfeited.
- 18.4** The Purchaser represents and warrants to the Vendor that:

- (a) if the Purchaser is an Australian corporation, it is duly incorporated under the Corporations Act and, if the Purchaser is a foreign corporation, it is duly incorporated pursuant to the laws of its country of registration;
- (b) the consent or licence of any person or body is not required for the Purchaser to enter into this Contract or to purchase the Land; and
- (c) the Purchaser is duly empowered to enter into this Contract and is not prevented from entering into this Contract for any reason whatsoever including by reason of any trust, charge or undertaking.

19. PURCHASER AS TRUSTEE

19.1 If the Purchaser purchases the Property as trustee for any trust (**Trust**), the following shall apply:

- (a) the Purchaser enters into this Contract in its own capacity and in its capacity as trustee of the Trust;
- (b) the Purchaser and its successors in title as trustee of the Trust will be liable under this Contract in the Purchaser's own right and as trustee of the Trust.
- (c) nothing releases the Purchaser from any liability in its personal capacity or in its capacity as trustee of the Trust.
- (d) the Purchaser warrants to the Vendor that as of the date of this Contract:
 - (i) all the powers and discretions conferred by the trust deed of the Trust (**Trust Deed**) are capable of being validly exercised by the Purchaser as trustee as have not been varied or revoked and the Trust is a valid and subsisting trust;
 - (ii) the Purchaser is the sole trustee of the Trust and has full and unfettered power under the terms of the Trust Deed to enter into and be bound by this Contract on behalf of the Trust and that this Contract is being executed and entered into as part of the due and proper administration of the Trust and for the benefit of the beneficiaries of the Trust; and
 - (iii) no restriction on the Purchaser's right of indemnity out of or lien over the Trust's assets exist or is permitted to exist.

20. STAMP DUTY & TAX DEDUCTABILITY

20.1 Value of Land

The Vendor agrees that it will provide the Purchaser with all information and do all things as may be reasonably required by the Purchaser or by the Commissioner of State Revenue to comply with the prevailing stamp duty rulings in relation to the assessment and payment of duty on the transfers of the Property under this Contract as contemplated under section 21(3) of the *Duties Act 2000* (Vic).

20.2 Stamp Duty Liability

The Purchaser acknowledges and agrees that:

- (a) neither the Vendor nor anyone acting on its behalf has made any warranty to the Purchaser as to the stamp duty payable by the Purchaser in connection with this sale and transfer of the Property and that the Purchaser has made its own enquiries and investigations;
- (b) the Vendor will not be obliged to provide the Purchaser with a copy of the relevant stamp duty declaration required by the Commissioner of State Revenue earlier than one week prior to the Settlement Date;
- (c) it is liable to pay any amount of duty assessed by the State Revenue Office; and
- (d) it will not make any objection, requisition or claim nor delay Settlement because of the amount of stamp duty assessed.

21. RIGHT OF NOMINATION

21.1 General condition 18 does not apply to this Contract.

21.2 The Purchaser may at any time up to 21 days before the Settlement Date nominate a substitute or additional purchaser (**Nominated Purchaser**) by the delivery to the Vendor's Lawyer of:

- (a) a completed and executed notice of nomination form completed to the satisfaction of the Vendor's Lawyer;
- (b) where the Nominated Purchaser is or includes a corporation, a guarantee executed by the directors of the Nominated Purchaser in the form attached to this Contract as **Attachment 1**, of the performance by the Nominated Purchaser of the obligations of the Nominated Purchaser under this Contract;
- (c) a copy of a completed and executed purchaser's declaration in the form approved from time to time by the Commissioner for State Revenue; and
- (d) a completed Nominated Purchaser Information Form attached to this Contract as **Attachment 2**, together with a payment to the Vendor's Lawyers of \$1,000 plus GST.

21.3 Without prejudice to any further requirements, the Vendor or the Vendor's Lawyer may require:

- (a) (if the Vendor and Purchaser have agreed that for GST purposes the supply under this Contract is either of a going concern or one to which the margin scheme applies), the Nominated Purchaser to acknowledge in writing that the supply would be a supply of a going concern or one to which the margin scheme applies (as the case may be); and
- (b) the nomination to be conditional on approval under FATA if the Nominated Purchaser is a Foreign Person; and
- (c) provision of a replacement Bank Guarantee, if required by the Vendor.

21.4 The Purchaser and any of the guarantors of the Purchaser indemnify the Vendor and must keep it indemnified from and against any claim, penalty or demand in respect of stamp duty and all costs (including the Vendor's Lawyer's costs) arising from or in connection with the nomination of the Nominated Purchaser.

21.5 The Purchaser remains liable for the performance of all the obligations of the Nominated Purchaser under this Contract despite the nomination of the Nominated Purchaser.

21.6 The Purchaser cannot nominate a substitute or additional purchaser pursuant to this special condition if it is in default under this Contract at the time it purports to make the nomination.

22. FOREIGN INVESTMENTS

22.1 Purchaser Not A Foreign Person

Where the Purchaser has not expressly declared in the Particulars of Sale that it is a Foreign Person, the Purchaser warrants on the Day of Sale and again at the Settlement Date that no approval is required by the Purchaser to acquire the Property pursuant to the FATA or under Australian Foreign Investments Policy Guidelines from time to time in force.

22.2 Purchaser Is A Foreign Person

If, and only if, the Purchaser has declared that it is a Foreign Person:

- (a) this Contract is subject to and conditional upon the Purchaser obtaining within 6 months from the Day of Sale a notice in writing from the Treasurer or any person lawfully acting on his behalf under FATA stating that the Commonwealth Government of Australia has no objection to the acquisition of the Property by the Purchaser pursuant to this Contract.
- (b) the Purchaser must:

- (i) within 15 business days after the Day of Sale make application or give notice to the Treasurer in the form prescribed under FATA for approval of the entry by the Purchaser into this Contract and supply such supplementary information as is required to be provided in respect of such notice or application;
 - (ii) use its best endeavours to ensure that no objection is raised to the acquisition of the Property by the Purchaser under FATA including without limitation the timely provision of such information as may be required in respect of the Purchaser and the transaction subject to this Contract.
- (c) If the Treasurer:
- (i) issues advice of a decision that the Commonwealth of Australia has no objection to the proposed acquisition, the condition specified in special condition 22.2(a) shall be deemed to have been satisfied and copy of such advice must be provided to the Vendor's Lawyer; or
 - (ii) has not issued advice of a decision prior to the approval date, the Vendor will have the option of extending the date satisfying this special condition and the Settlement Date for an additional period of up to 120 days or such other period as the Vendor determines by written notice delivered to the Purchaser.

22.3 Breach of Warranty

The Purchaser indemnifies and must keep the Vendor indemnified against any penalties, fines, legal costs, claims, loss or damage suffered or incurred by the Vendor by reason of a breach of the warranties contained in this special condition.

22.4 Non-merger

This condition will not merge on completion.

23. DELIVERY OF TRANSFER AND SETTLEMENT

23.1 Delivery of Transfer

If the Purchaser does not deliver the Transfer within the time limit in general condition 6 of not less than 5 Business Days before the Settlement Date:

- (a) the Vendor is not obliged to settle this Contract until 5 Business Days after the date on which the Purchase does deliver the Transfer; and
- (b) the Purchaser must pay interest under general condition 26 from the date when Settlement was due until the actual Settlement Date.

23.2 Time for Settlement

Settlement must take place not later than 3.00pm on the appointed day unless the parties otherwise agree and the Vendor shall be entitled to treat any payment received after 3:00pm as having been received the next Business Day.

23.3 Place for Settlement

Settlement must take place at such place as the Vendor's Lawyer may nominate.

23.4 Payment

The Purchaser acknowledges and agrees that subject to special condition 27, the balance of the purchase price is to be paid by Bank Cheque only.

23.5 Order to Register

If the certificate of title for the Property has not issued from the Land Titles Office by the Settlement Date the Purchaser must accept the Transfer endorsed with an order to register by the party having the control of the

certificate of title, directing the issuing of the certificate of title for the Property from the Land Registry to the Purchaser or other party nominated by the Purchaser.

23.6 Adjustments

- (a) Subject to special condition 23.6(b) and where the Property has not been separately rated and where any adjustments must be made under general condition 15 in relation to any Outgoings, all adjustments between the parties must be made on the basis that the Purchaser is liable to pay that proportion of any such rates, taxes or outgoings levied or assessed against all the land in the assessment which the area of the Lot bears to the total area of all the land contained in the assessment.
- (b) Any proportion of Outgoings and Land Tax payable in respect of the Property will be adjusted between the Vendor and the Purchaser on the basis that they have been or will be paid by the Vendor and the Vendor agrees that it will attend to payment of any Outgoings properly assessed on the Property at Settlement within the time provided for in the assessment notice;
- (c) Any charge incurred by the Vendor to connect the Property to any service (utility) will be adjusted against the Purchaser;
- (d) If a supplementary assessment of any rates, taxes or charges or other outgoings is assessed, levied or charged in respect of the Property after the Settlement Date, no adjustment will be made and the Purchaser is solely responsible for payment of any such supplementary amount, levy or charge.
- (e) The Vendor will prepare a statement of adjustments in accordance with this special condition 23.6 (**Statement of Adjustments**) and will forward the Statement of Adjustments to the Purchaser or the Purchaser's Legal Representative prior to the Settlement Date. However, if the Purchaser fails to settle on the due date for settlement, it will be the responsibility of the Purchaser's legal Representative to prepare the Statement of Adjustments and provide them to the Vendor's Lawyer within three business days of the rescheduled Settlement Date;
- (f) If the Purchaser does not object to the Statement of Adjustments within 2 Business Days after receipt of the Statement of Adjustments, any rectification which may be required to the Statement of Adjustments must only be made after the Settlement Date. The Purchaser must not delay completion of this Contract because of any minor error to the Statement of Adjustments.
- (g) The Purchaser acknowledges and agrees that:
 - (i) if the Purchaser is in breach of this Contract by not completing this Contract on the Settlement Date; and
 - (ii) if as a result of the Purchaser's breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract is due to take place (**Settlement Year**); then
 - (iii) the Purchaser's breach will result in an increase in the amount of the Vendor's land tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total landholdings in Victoria; and
 - (iv) the additional tax which the Vendor will incur in accordance with this special condition (**Additional Land Tax**) is a reasonably foreseeable loss incurred by the Vendor as a result of the Purchaser's breach in respect of which the Vendor is entitled to compensation from the Purchaser.
- (h) If special condition 23.6(g) applies, then, on the Settlement Date, the Purchaser must in addition to the Balance payable to the Vendor under this Contract pay to the Vendor on account of the Additional Land Tax an amount equal to 2.25% of the Price of the property (**Amount Paid**).
- (I) The parties agree that if the Additional Land Tax as assessed by the Commissioner of State Revenue is:
 - (A) less than the Amount Paid, the Vendor must refund the difference to the Purchaser; or

- (B) more than the Amount Paid, the Purchaser must pay the difference to the Vendor within 7 days of being served with a written demand for such payment.
- (j) The parties agree that no part of any Payment may be delayed and no money can be withheld by the Purchaser from the Vendor out of the Price on account of any land tax which may be or may subsequently become charged on the Property.

23.7 Goods and Services Tax

The Vendor acknowledges that the Price for the Property as at the date of this Contract is inclusive of GST.

24. TELECOMMUNICATIONS

24.1 The Purchaser must adopt and ensure compliance with any appropriate telecommunication, internet and building wiring specifications when constructing a Dwelling on the Property.

24.2 The Purchaser acknowledges that:

- (a) the provider of the telecommunication and/or internet infrastructure may be Opticom or such other provider as determined by any Authority;
- (b) the Purchaser may be required to comply with certain specifications to enable the Property to be connected to the network infrastructure; and
- (c) failure to comply with the specifications will either:
 - (i) prevent connection to the network infrastructure; or
 - (ii) require the Purchaser to incur additional costs in order to connect to the network infrastructure.

25. UNFAIR CONTRACT TERMS

25.1 Australian Consumer Law

The parties agree that this Contract is not a standard form contract within the meaning of the Australian Consumer Law set out under Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

25.2 Acknowledgement

The Purchaser acknowledges:

- (a) that before signing this Contract:
 - (i) it has received, or has had the opportunity to receive, independent advice considered relevant by the Purchaser, including legal advice; and
 - (ii) it has negotiated, or has had the opportunity to negotiate, the terms of this Contract; and
- (b) it is aware of the risks that the Vendor undertakes in relation to the Development, and in view of these risks, agrees that the terms in this Contract are reasonably necessary to protect the legitimate interests of the Vendor.

25.3 Severance

If any part of this Contract is deemed to be an unfair term or void for the purpose of the Australian Consumer Law, then that part will be severed from this Contract and all parts which are not deemed to be an unfair term and/or void for the purpose of the legislation remain in effect.

26. GOODS AND SERVICES TAX

26.1 Application

This special condition applies to supplies under this Contract that are Taxable Supplies under the GST Act.

26.2 Definitions

In this special condition:

the expressions **GST**, **Input Tax Credit**, **Margin Scheme**, **Supply**, **Recipient**, **Taxable Supply** and **Tax Invoice** have the meanings given to those expressions in the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Property means the real property specified in the Particulars of Sale;

Price means the GST inclusive amount specified in the Particulars of Sale as the Price; and

Supplier means any party treated by the GST Act as making a Supply under this Contract.

26.3 Reimbursement of Expenses

If this Contract requires a party (**First Party**) to pay for, reimburse, set off or contribute to any expense, loss or outgoing (**Reimbursable Expense**) suffered or incurred by the other party (the other party), the amount required to be paid, reimbursed, set off or contributed by the First Party will be the sum of:

- (a) the amount of the Reimbursable Expenses net of any Input Tax Credits to which the Other Party is entitled in respect of the Reimbursable Expenses (**Net Amount**); and
- (b) if the Other Party's recovery from the First Party is a Taxable Supply, any GST payable in respect of that Supply, such that after the Other Party meets the GST liability, it retains the Net Amount.

26.4 Tax Invoice

A valid Tax invoice must be provided by the Supplier to the Recipient at or before the time payment is made for a supply described in special condition 26.3.

27. ELECTRONIC CONVEYANCING

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and this special condition 27 applies, if the box is marked "EC"

EC

27.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if this Contract specifies, or the parties subsequently agree in writing, that Settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the Land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

27.2 A party must immediately give written notice if that party reasonably believes that Settlement and lodgement can no longer be conducted electronically.

27.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*;
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*; and
- (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

- 27.4** The Vendor must open the Electronic Workspace (**Workspace**) as soon as reasonably practicable. The Workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 27.5** The Vendor must nominate a time of the day for locking of the Workspace at least 7 days before the due date for Settlement.
- 27.6** Settlement occurs when the Workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become the registered proprietor of the Land have been accepted for electronic lodgement.
- 27.7** The parties must do everything reasonably necessary to effect Settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible:
- if, after the locking of the Workspace at the nominated Settlement time, Settlement in accordance with special condition 27.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for Settlement is after 4.00 pm.
- 27.8** Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 27.9** The Vendor must before Settlement:
- (a) deliver all other physical documents and items (other than the goods sold under this Contract) to which the Purchaser is entitled at Settlement to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the Vendor holds those documents and items at the Vendor's address set out in this Contract; and
 - (b) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 27.10** The Vendor must, at least 7 days before the due date for Settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.
- 27.11** If the Purchaser gives written notice under special condition 27.2:
- (a) the Purchaser must pay the Vendor's costs being the costs incurred by Vendor's legal representative in arranging a physical, paper based Settlement in the sum of \$500.00 plus GST, which amount is to be adjusted in the favour of the Vendor at Settlement;
 - (b) The Vendor is not obliged to settle this Contract within 10 business days after the Purchaser gives the notice under special condition 27.2;
- 27.12** If required by the Vendor, the Purchaser must pay interest under general condition 26 from and including the date Settlement is due until Settlement is effected.

28. GENERAL

28.1 Notices

Any notice, request, demand, consent, approval or other communication given or made by a party under this Contract:

- (a) must be in writing and in English addressed to its address as shown in this Contract or to any other address specified by any party to the sender by notice;

- (b) may be signed by the sender or on its behalf by the sender's Lawyers or attorneys;
- (c) is deemed to be given by the sender and received by the addressee:
 - (i) if by delivery in person, when delivered to the addressee;
 - (ii) if by post, 3 Business Days from and including the date of postage to the addressee; or
 - (iii) if by facsimile transmission, when transmitted to the addressee;
 but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is deemed to be duly given on the next Business Day; and
- (d) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

28.2 Contract to Constitute Whole Agreement

There are no conditions, warranties or other terms affecting the sale other than those in this Contract. The Purchaser is not entitled to rely on representations made by the Vendor or his agents except those made in conditions of this Contract.

28.3 Privacy Act Compliance

The Purchaser consents to the collection, use and disclosure of the Personal Information of the Purchaser by any one or more of the Vendor and its related entities (as defined in the Corporations Act) for the purposes of:

- (a) entering into, administering and completing this Contract and any development by the Vendor referred to in this Contract;
- (b) planning and product development by the Vendor or any related corporation;
- (c) complying with the Vendor's obligations or to enforce its rights under this Contract;
- (d) providing to service providers engaged by the Vendor, such as legal advisers, financial advisers, market research organisations, mail houses and delivery companies;
- (e) providing to any third party who has a right or entitlement to share in the monies paid or payable to the Vendor under this Contract; and
- (f) any circumstances where the Vendor is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorized under the Privacy Act.

28.4 Proper Law

This Contract shall be construed in accordance with and should be governed by the laws for the time being in force in the State of Victoria and the parties submit to the jurisdiction of the Courts of the State of Victoria and all Courts of Appeal from those Courts.

28.5 Further assurances

Each of the parties shall sign, execute and deliver all such documents and instruments and shall do all such acts and things as may be necessary or desirable to give effect to this Contract.

28.6 Non-merger

- (a) None of the terms or conditions of this Contract or any act, matter or thing done under or in connection with this Contract shall operate as a merger of any of the rights and remedies of the parties under this Contract, all of which rights and remedies shall at all times continue in full force and effect.

- (b) Any condition of this Contract which is capable of taking effect after the Settlement Date will not merge in the transfer of the Property but will continue in full force and effect.

28.7 Severance

If any of the provisions of this Contract should be judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, then:

- (a) (unless deletion of such provision or provisions would substantially alter the express or implied intent of the parties) such invalidity or unenforceability or illegality will not affect the operation or interpretation of any other provisions of this Contract to the intent that the invalid, unenforceable or illegal provision or provisions will be treated for the purposes of this Contract as severed from this Contract; and
- (b) to the maximum extent permitted, the provision may be modified or reduced to the extent required to result in the provision being not unlawful or invalid.

28.8 Waiver

The waiver by the Vendor of a breach or default by the Purchaser of any of the provisions of this Contract shall not be construed as a waiver of any succeeding breach or default of the same or any other provisions of this Contract and shall not impair the exercise of any rights accruing to the Vendor under this Contract thereafter; nor shall any delay or omission on the part of the Vendor to exercise or avail itself of any rights accruing to it under this Contract operate as a waiver of any breach or default of the Purchaser of any or the said provisions.

29. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 29.1 Words defined or used in subdivision 14D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 29.2 Every Vendor under this Contract is a foreign resident for the purposes of this special condition unless the Vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of Settlement.
- 29.3 This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the Vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- 29.4 The amount is to be deducted from the Vendor's entitlement to the contract consideration, the Vendor must pay to the Purchaser at Settlement such part of the amount as is represented by non-monetary consideration.
- 29.5 The Purchaser must:
 - (a) engage a legal practitioner or conveyancer (**Representative**) to conduct all the legal aspects of Settlement, including the performance of the Purchaser's obligations in this special condition; and
 - (b) ensure that the Representative does so.
- 29.6 The terms of the Representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the Representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the Representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance with, this special condition;

despite:

(d) any contrary instructions, other than from both the Purchaser and the Vendor; and

(e) any other provision in this Contract to the contrary.

29.7 The Representative is taken to have complied with the obligations in special condition 29.6 if:

(a) the Settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

(b) the amount is included in the Settlement statement requiring payment to the Commissioner in respect of this transaction.

29.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the Purchaser at least 5 business days before the due date for Settlement.

29.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.

29.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

30. GST WITHHOLDING

30.1 In this special condition, section references are to Schedule 1 of the *Taxation Administration Act 1953 (Cth) (Act)* as amended by *Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cth)* and words and expressions defined in the Act have the same meanings in this condition unless the context requires otherwise.

30.2 If section 14-255(1) applies to the supply of the property, the Vendor must give the Purchaser the written notice (**Vendor's Notification**) required by that section before settlement stating whether or not GST is to be withheld at settlement.

30.3 If section 14-250 requires the recipient of supply to withhold an amount (**Withholding Sum**) from the consideration payable to the Vendor and pay it to the Commissioner, the Purchaser:

- (a) must complete and lodge such online notification forms as the Commissioner may require to enable payment of the Withholding Sum; and
- (b) at settlement, must comply with section 16-30(3) by giving the Vendor a bank cheque payable to the Commissioner for the Withholding Sum; or
- (c) pay the Withholding Sum to the Commissioner on the Settlement Date or within such further period (if any) as may be allowed by the Commissioner;

30.4 If the Purchaser pays the Withholding Sum to the Commissioner on the Settlement Date or within such further period (if any) as may be allowed by the Commissioner, the Purchaser:

- (a) must provide the Vendor with evidence of payment of the Withholding Sum as soon as practicable after payment;
- (b) is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount; and

For the avoidance of doubt, the Vendor's rights pursuant to the Contract do not merge until satisfactory evidence of payment of the entire Purchase Price, including the Withholding Sum, has been received by the Vendor.

- 30.5** If settlement is to be conducted using an electronic lodgement network operator the Vendor and the Purchaser will be taken to have complied with the requirement under the preceding special conditions to pay the Withholding Sum to the Commissioner if the electronic settlement schedule within the electronic workspace used for settlement specifies payment of the Withholding Sum to the bank account nominated by the Commissioner.
- 30.6** If the Vendor does not provide a Vendor's Notification or provides a Vendor's Notification which states that no GST is required to be withheld under the Act, then the Purchaser may not withhold GST from the Purchase Price at Settlement and the Vendor warrants that the information the Vendor provides in the Vendor's Notification is true and correct.
- 30.7** Except as expressly set out in this special condition, the rights and obligations of the parties under this Contract including, without restriction, any obligation of the Vendor to apply the margin scheme, are unchanged.
- 30.8** In this special condition, 'settlement' means the time when the first consideration for the supply (other than consideration provided as a deposit) is first provided.

ATTACHMENT 1 – GUARANTEE & INDEMNITY

See attached.

GUARANTEE AND INDEMNITY

This Guarantee is given to the Vendor by the Guarantor.

1. DEFINITIONS

“Contract” means the attached Contract of Sale of Land between the Vendor and the Purchaser named in the Contract and includes any variation of the Contract or associated agreement between the Vendor and the Purchaser.

“Guarantor” means the Guarantor or Guarantors named in the Guarantors Schedule at the end of this document.

“Guaranteed Money” means all monies payable by the Purchaser under the Contract.

“Externally-administered Body Corporate” has the meaning given to that expression in section 9 of the Corporations Act 2001 (Cth).

“Insolvent Under Administration” has the meaning given to that expression in section 9 of the Corporations Act 2001 (Cth).

“Purchaser” means the Purchaser named as such in the Contract or where this Guarantee and Indemnity is given by guarantors of a nominated purchaser, it means the Nominated Purchaser.

“Vendor” means the Vendor names as such in the Contract.

2. INTERPRETATIONS

Unless the context otherwise requires:

- (a) a reference to a person includes a company or other body or entity;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a gender includes all other genders;
- (d) a party enters into this Guarantee for that party and also the personal representatives' successors and permitted assigns of that party;
- (e) if the Guarantor consists of more than one person, those persons are jointly and severally liable for the obligations of the Guarantor under this Guarantee;
- (f) headings in this guarantee are for convenience only and do not affect interpretation.

3. CONSIDERATION

The Guarantor acknowledges that the Guarantor provides this Guarantee in consideration of:

- (a) the Vendor, agreeing to enter into the Contract with the Purchaser, at the request of the Guarantor; or
- (b) where this Guarantee and Indemnity is given by guarantors of a nominated purchaser, then in consideration of the Vendor accepting such nomination requested by the Guarantor.

4. THE GUARANTEE

The Guarantor:

- (a) guarantees to the Vendor the due and punctual performance by the Purchaser of all of the obligations of the Purchaser under the Contract; and
- (b) agrees that if the Purchaser fails to pay any of the Guaranteed Monies when due and payable the Guarantor will pay to the Vendor those monies on demand, whether or not the Vendor has demanded payment from the Purchaser.

5. INDEMNITY

The Guarantor indemnifies the Vendor against all loss and damage incurred by the Vendor because:

- (a) the Purchaser fails to pay any Guaranteed Money when due or fails to comply with any obligations of the Purchaser under the Contract;
- (b) anything occurs (including the Contract being wholly or partly invalid or void or the Purchaser lacking power or capacity to enter into the Contract) which prevents the Guarantor from receiving payment of the Guaranteed Monies or any of them

and the Vendor may recover all such loss and damage from the Purchaser as a principal debtor.

6. CONTINUING AND IRREVOCABLE GUARANTEE

This Guarantee is:

- (a) a continuing Guarantee and is not discharged by any one payment; and
- (b) irrevocable.

7. GUARANTEE NOT AFFECTED

The liability of the Guarantor and the rights of the Vendor under this Guarantee are not affected by any of the following:

- (a) the Vendor granting any extension of time to the Purchaser or to a Guarantor;
- (b) the Vendor compounding or compromising with, or granting a concession to, the Purchaser or a Guarantor;
- (c) the Vendor releasing the Purchaser or a Guarantor;
- (d) the Vendor not pursuing any remedy or exercising any right against the Purchaser;
- (e) the Vendor not exercising or enforcing any other security which the Vendor may have for the Guaranteed Monies;
- (f) any variation of the Contract;
- (g) the termination of the Contract by the Vendor;
- (h) any or the whole of the obligations of the Purchaser being or becoming illegal, void or for any reason unenforceable.
- (i) the death of the Purchaser or of a Guarantor;
- (j) the Purchaser or a Guarantor becoming an Externally-administered Body Corporate or an Insolvent Under Administration;
- (k) an assignment of rights under the Contract by either the Vendor or the Purchaser.

8. INSOLVENCY OF PURCHASER

In the event that the Purchaser, being a company becomes an Externally-administered Body Corporate or, being an individual becomes an Insolvent Under Administration;

- (a) the Guarantor must not prove for monies owed by the Purchaser to the Guarantor in competition with the Vendor; and
- (b) the Guarantor assigns to the Vendor all rights of the Guarantor to recover money in the administration of the Purchaser and authorises the Vendor to prove for all money owed to the Guarantor by the Purchaser.

GUARANTORS SCHEDULE

Name of Guarantor

Address of Guarantor

Name of Guarantor

Address of Guarantor

Name of Guarantor

Address of Guarantor

Date: 20.....

Executed as a Deed

SIGNED SEALED AND DELIVERED by the said)
.....)
in the presence of:)

.....
Signature of Witness

.....
Full Name of Witness

SIGNED SEALED AND DELIVERED by the said)
.....)
in the presence of:)

.....
Signature of Witness

.....
Full Name of Witness

SIGNED SEALED AND DELIVERED by the said)
.....)
in the presence of:)

.....
Signature of Witness

.....
Full Name of Witness

ATTACHMENT 2 – NOMINATED PURCHASER INFORMATION FORM

See attached.

NOMINATED PURCHASER INFORMATION FORM

(Required for each nominated purchaser)

DETAILS OF NOMINEE – INDIVIDUAL(S)

Title	
Given Name(s)	
Family Name	
Date of Birth	
Nationality	

DETAILS OF NOMINEE – COMPANY

Company Name				
ACN				
Given Name(s) of Each Officeholder				
Family Names of Each Officeholder				
Date of Birth of Each Officeholder				
Nationality of Each Officeholder				

CONTACT DETAILS

Current Address or Registered Office Address	
Phone (Home)	
Mobile	
Email	

FIRB DECLARATION TO THE VENDOR OF THE CONTRACT DATED _____	
FOR THE PROPERTY BEING LOT _____ PROPOSED PLAN OF SUBDIVISION NO. PS543210K/131, "EYNESBURY" – STAGE 13A	
☐ NO I/we warrant that no approval is required to acquire the Property pursuant to the <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth). I/we indemnify the Vendor against all claims and loss which the Vendor may incur or may become liable for (including any consequential loss which the Vendor may incur or become liable for) as a consequence of the Vendor having relied upon the Nominated Purchaser's warranty above.	☐ YES I/we declare that approval pursuant to the <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth) is required and has been obtained for the acquisition of the Property, and a copy of such approval is <u>attached</u>. (*Attach FIRB Approval)

..... Signature	 Full Name (please print)	 Date
..... Signature	 Full Name (please print)	 Date
..... Signature	 Full Name (please print)	 Date
..... Signature	 Full Name (please print)	 Date

ATTACHMENT 3 – NATURAL SURFACES WORKS PLANS

If Natural Surface Works Plans are available as at the date of this Contract then they are attached here.

Where Natural Surface Works Plans are not available, they will be provided to the Purchaser if required by the Vendor after the day of sale, once such plans become available to the Vendor.



LEGEND

5.0

PROPOSED STAGE BOUNDARY

PROPOSED DESIGN CONTOURS

PROPOSED KERB & CHANNEL

FALL OF ALLOTMENT

DIRECTION OF OVERLAND FLOW

PROPOSED STORMWATER DRAINAGE

PROPOSED SEWERAGE RETICULATION

PROPOSED WATER RETICULATION

PROPOSED RECYCLED WATER RETICULATION

PROPOSED ELECTRICITY UNDER GROUND

PROPOSED COMMUNICATIONS

PROPOSED GAS RETICULATION

PROPOSED DRAINAGE INLET

PROPOSED CONCRETE FOOTPATH/DRIVEWAY

CUT (> 0.3m)

FILL (> 0.3m)

PROPOSED GAS / CLASS A / POTABLE WATER HOUSE CONNECTION

BOLLARD

FINISHED RIDGE LEVEL

FINISHED SURFACE LEVEL

EXISTING SURFACE LEVEL

PROPOSED RIDGE LINE

EXISTING STAGE BOUNDARY

5.0

EXISTING SURFACE CONTOURS

EXISTING STORMWATER DRAINAGE

EXISTING SEWER RETICULATION

EXISTING WATER RETICULATION

EXISTING RECYCLED WATER RETICULATION

EXISTING ELECTRICITY UNDER GROUND

EXISTING COMMUNICATIONS

EXISTING GAS RETICULATION

EXISTING SWALE

FUTURE STORMWATER DRAINAGE

FUTURE SEWER RETICULATION

NOTES:

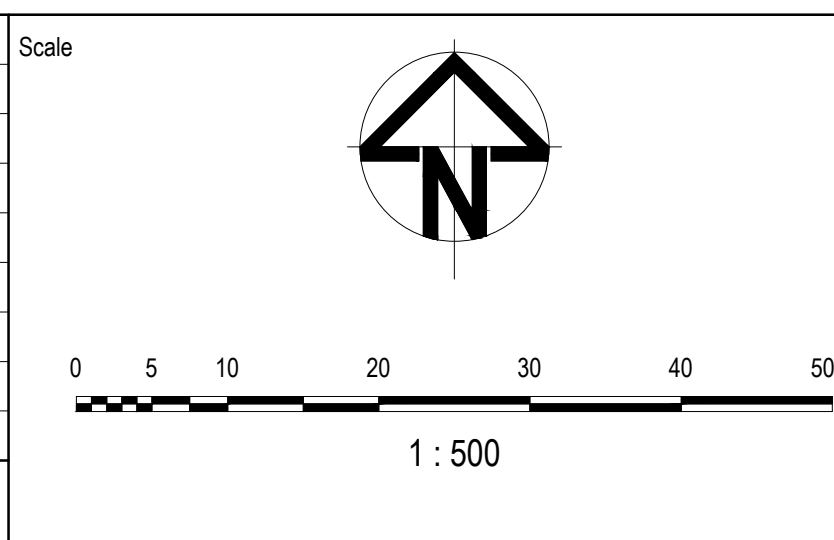
1. PROPOSED SURFACE LEVELS SHOWN ARE SUBJECT TO CHANGE UPON DETAILED DESIGN.

2. UPSTREAM STAGE 5C TO BE CONSTRUCTED CONCURRENTLY.

ROAD LAYOUT TABLE									
ROAD NAME	ROAD CLASSIFICATION	RESERVE WIDTH (m)	ROAD WIDTH			KERB TYPE		VERGE WIDTH(m)	
			LIP to LIP	INV to INV	BACK to BACK	NTH/WEST	STH/EAST	NTH/WEST	STH/EAST
COBRAM DRIVE	AS2	16.00	6.40	7.30	7.60	B2	B2	4.35	4.35
BUNDALONG DRIVE	AS1	16.00	6.40	7.30	7.60	B2	B2	4.35	2.35
BARMAH WAY	AP	16.00	6.40	7.30	7.60	B2	B2	4.35	4.35
BENDIGO DRIVE	AS2	20.00	9.50	10.40	10.70	B2	B2	4.80	4.80

SERVICES OFFSET SCHEDULE										
ROAD NAME	GAS		WATER		RECYCLED WATER		ELECTRICITY		TELECOMMS	
	SIDE	OFFSET (m)	SIDE	OFFSET (m)	SIDE	OFFSET (m)	SIDE	OFFSET (m)	SIDE	OFFSET (m)
COBRAM DRIVE	NORTH	2.25	NORTH	3.20	NORTH	2.70	SOUTH	2.60	SOUTH	1.80
BUNDALONG DRIVE	SOUTH	1.80	SOUTH	2.80	SOUTH	2.30	NORTH	0.90	NORTH	0.40
BARMAH WAY	WEST	1.80	WEST	2.80	WEST	2.30	EAST	2.60	EAST	1.80
BENDIGO DRIVE	EAST	1.80	EAST	2.80	EAST	2.30	WEST	2.60	WEST	1.80

01	ISSUED TO CLIENT FOR REVIEW	WB	ZS	SE	23.04.21
Issue	Description	By	Ckd	PM	Date



Planner

Filename C-13A-801-10029435-FunctionalLayoutPlan.dwg

Client

FOR APPROVAL
CONSTRUCTION SUBJECT TO APPROVAL

Checker
Z.STROGUSZ

Original Issue Signatures

Drawn
W.BUMAGAT

Designed
K.ANGELES

Project Manager
J.MUNRO

© Copyright reserved

Project
EYNESBURY TOWNSHIP
STAGE 13A
CITY OF MELTON

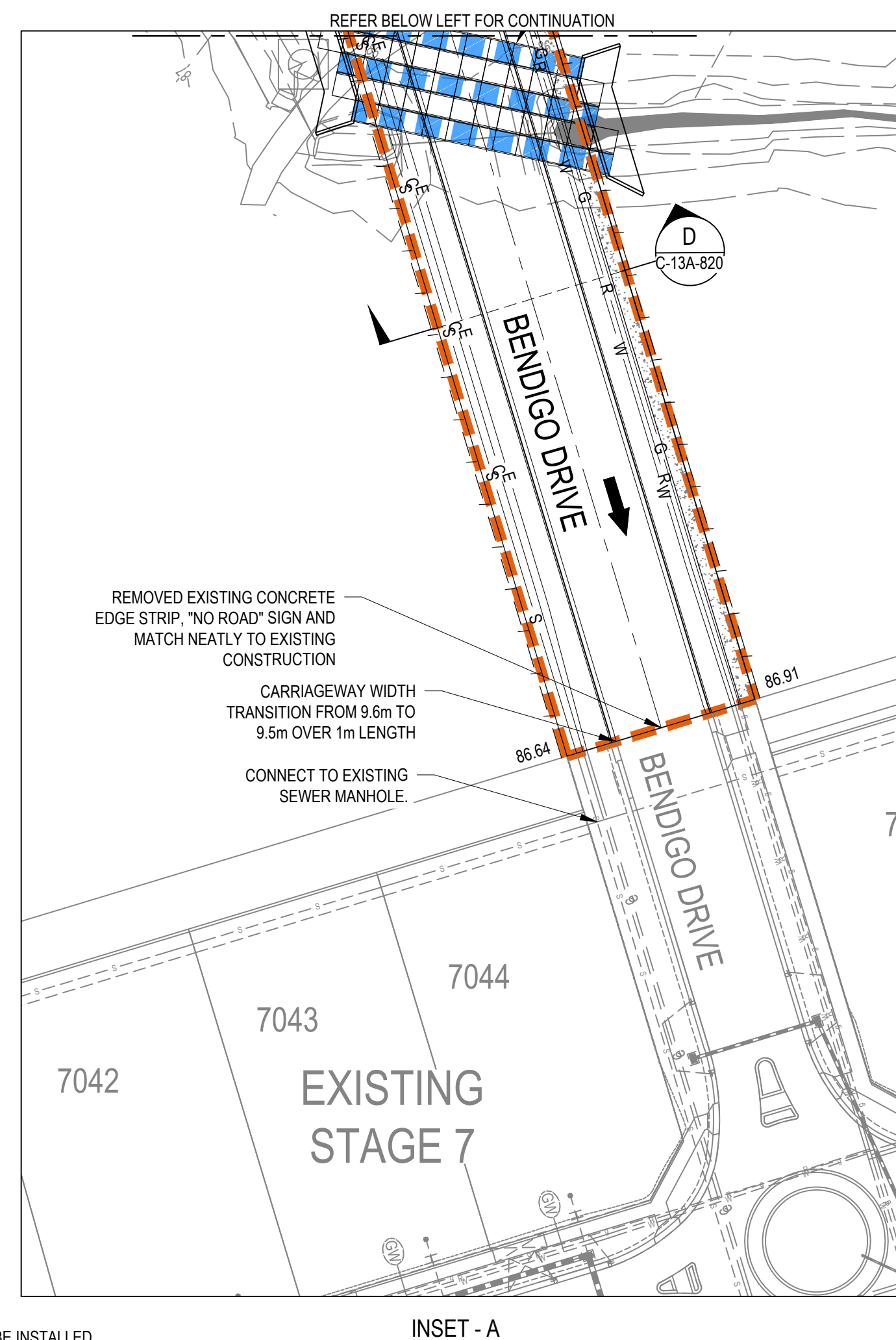
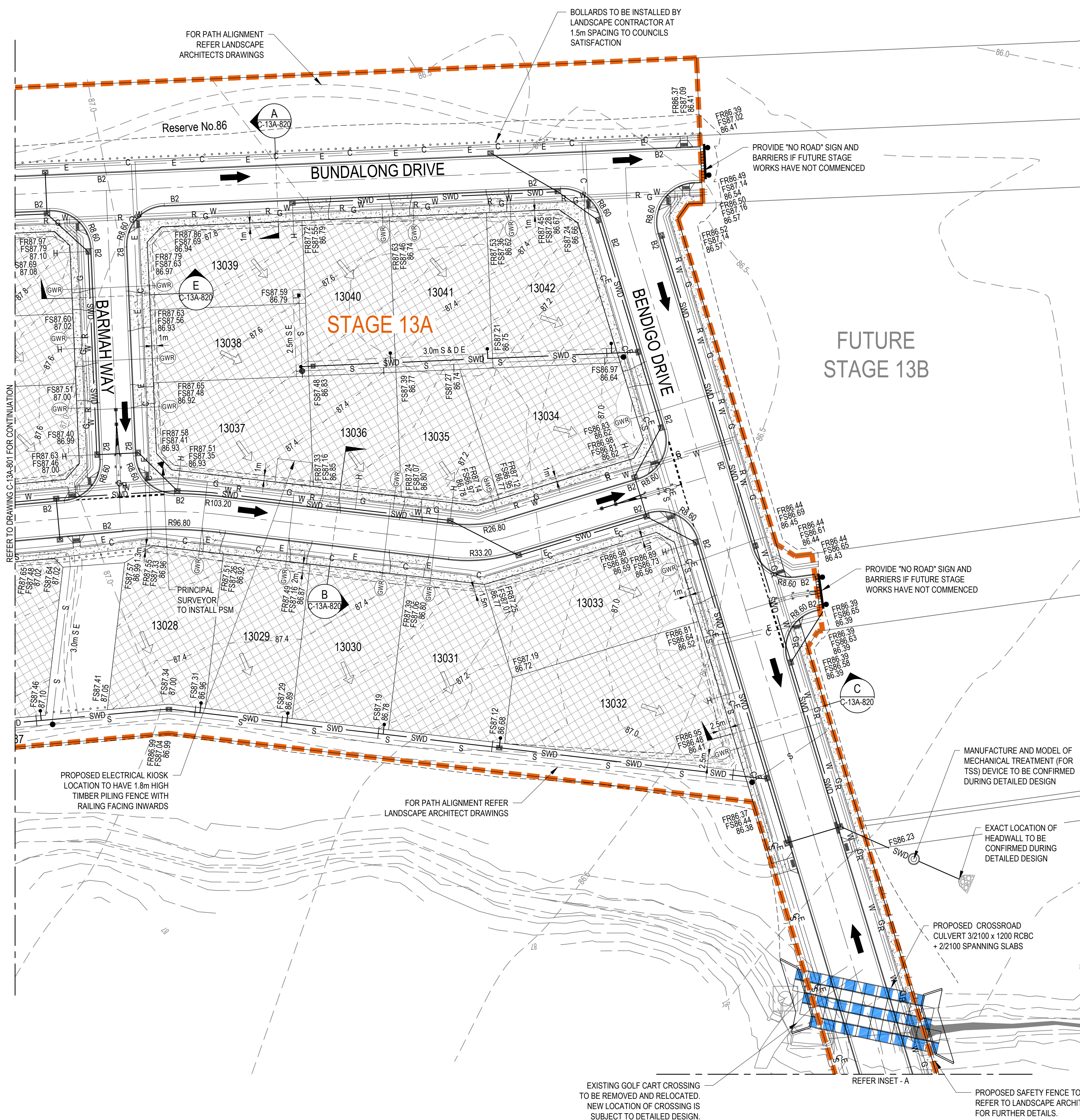
Title
FUNCTIONAL LAYOUT PLAN
SHEET 1 OF 2

Arcadis Australia Pacific Pty Limited
Level 32, 140 William Street
Melbourne VIC 3000
ABN 76 104 485 289
Tel No: +61 3 8623 4000
www.arcadis.com

Drawing No.
C-13A-801

Project No.
10029435

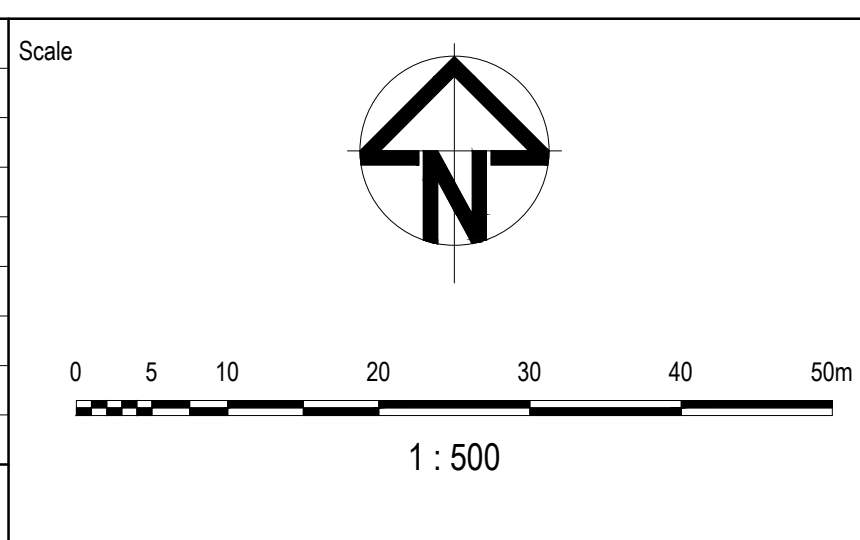
Issue
01



LEGEND	
	PROPOSED STAGE BOUNDARY
	PROPOSED DESIGN CONTOURS
	PROPOSED KERB & CHANNEL
	FALL OF ALLOTMENT
	DIRECTION OF OVERLAND FLOW
	PROPOSED STORMWATER DRAINAGE
	PROPOSED SEWERAGE RETICULATION
	PROPOSED WATER RETICULATION
	PROPOSED RECYCLED WATER RETICULATION
	PROPOSED ELECTRICITY UNDER GROUND
	PROPOSED COMMUNICATIONS
	PROPOSED GAS RETICULATION
	PROPOSED DRAINAGE INLET
	PROPOSED CONCRETE FOOTPATH/DRIVEWAY
	CUT (> 0.3m)
	FILL (> 0.3m)
	PROPOSED GAS / CLASS A / POTABLE WATER HOUSE CONNECTION
	BOLLARD
FR98.86	FINISHED RIDGE LEVEL
FS97.14	FINISHED SURFACE LEVEL
93.750	EXISTING SURFACE LEVEL
	PROPOSED RIDGE LINE
	EXISTING STAGE BOUNDARY
	EXISTING SURFACE CONTOURS
	EXISTING STORMWATER DRAINAGE
	EXISTING SEWER RETICULATION
	EXISTING WATER RETICULATION
	EXISTING RECYCLED WATER RETICULATION
	EXISTING ELECTRICITY UNDER GROUND
	EXISTING COMMUNICATIONS
	EXISTING GAS RETICULATION
	EXISTING SWALE
	FUTURE STORMWATER DRAINAGE
	FUTURE SEWER RETICULATION

- NOTES:
1. PROPOSED SURFACE LEVELS SHOWN ARE SUBJECT TO CHANGE UPON DETAILED DESIGN.
 2. UPSTREAM STAGE 5C TO BE CONSTRUCTED CONCURRENTLY.

01	ISSUED TO CLIENT FOR REVIEW	WB	ZS	SE	23.04.21
Issue	Description	By	Ckd	PM	Date



Planner

RD RobertsDay
planning-design-place

Filename C-13A-802-10029435-FunctionalLayoutPlan.dwg

Client

RESIMAX
GROUP

Status	FOR APPROVAL CONSTRUCTION SUBJECT TO APPROVAL	
Checker	Z.STROGUSZ	
Scales	1:500	Original Issue Signatures
Original Size	A1	Drawn W.BUMAGAT
Height Datum	AHD	Designed K.ANGELES
Grid	MGA	Project Manager J.MUNRO
© Copyright reserved		

Project

EYNESBURY TOWNSHIP
STAGE 13A
CITY OF MELTON

Title

FUNCTIONAL LAYOUT PLAN
SHEET 2 OF 2

ARCADIS

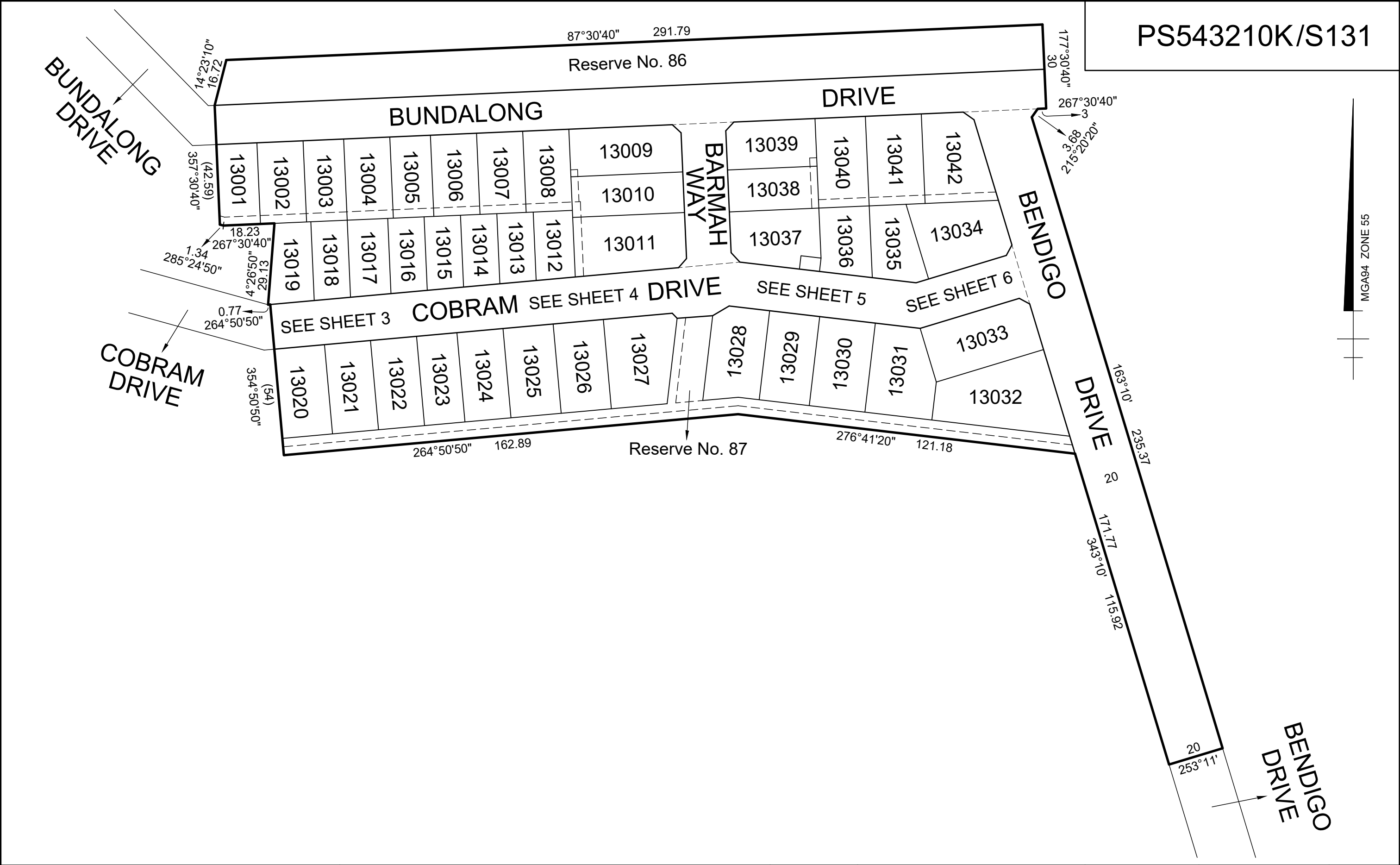
Arcadis Australia Pacific Pty Limited
Level 32, 140 William Street
Melbourne VIC 3000
ABN 76 104 485 289
Tel No: +61 3 8623 4000
www.arcadis.com

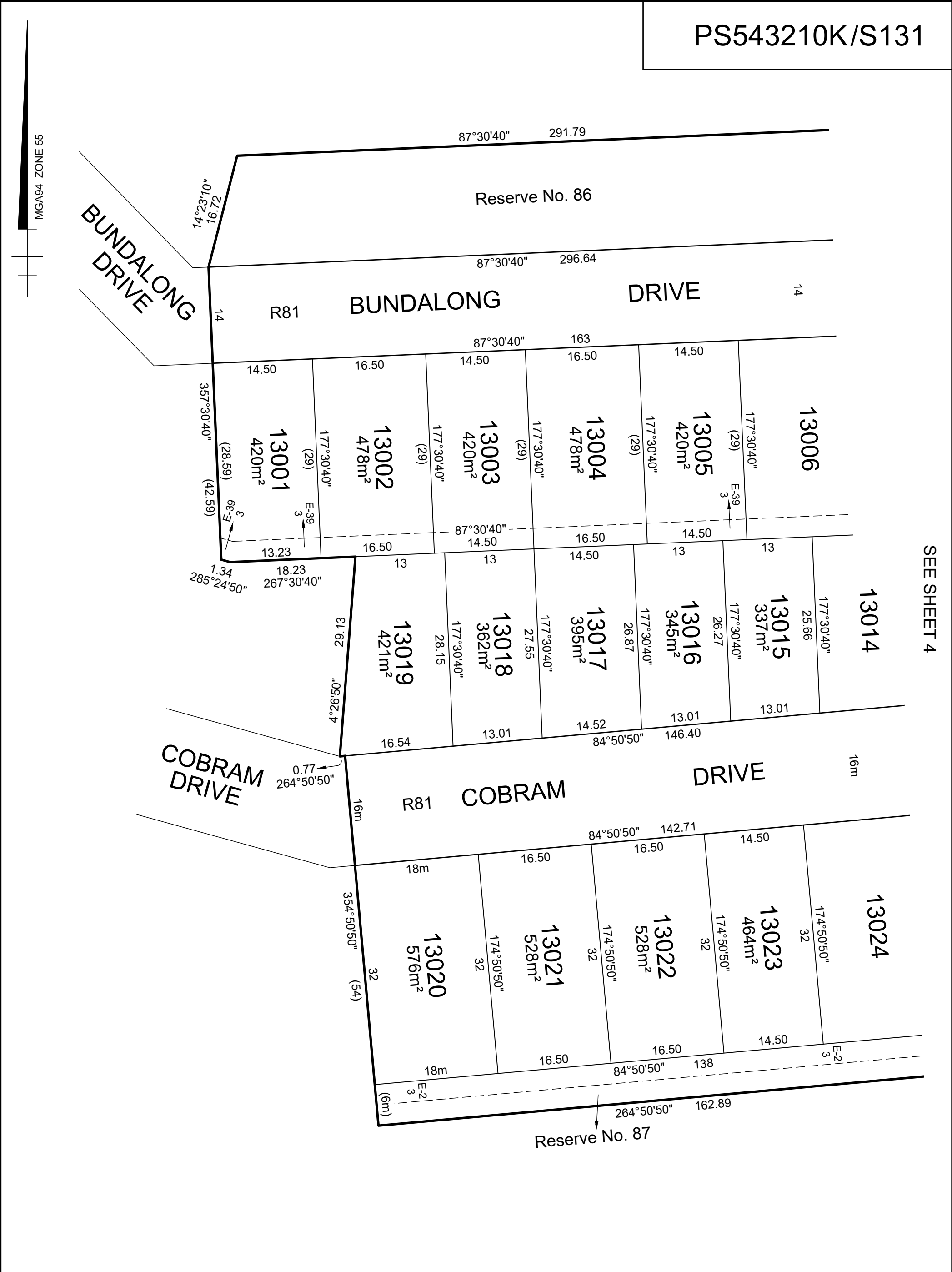
Drawing No. C-13A-802 — Project No. 10029435 — Issue 01

ATTACHMENT 4 – PROPOSED PLAN OF SUBDIVISION AND OWNERS CORPORATION SCHEDULE

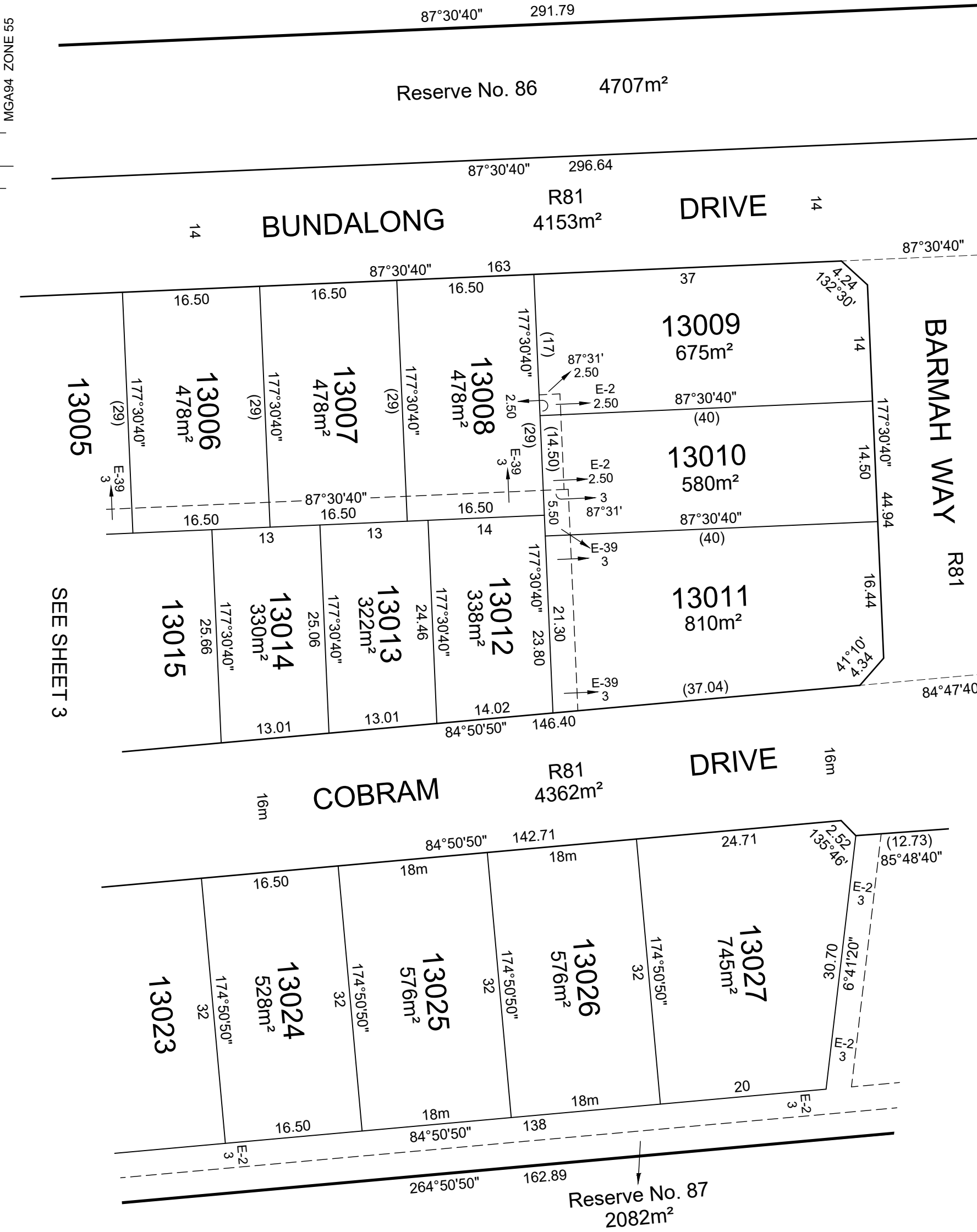
See attached.

PLAN OF SUBDIVISION			EDITION 1		PS543210K/S131	
LOCATION OF LAND PARISH: MOORADORANOOK TOWNSHIP: SECTION: REFER TO REGISTERED MASTER CROWN ALLOTMENT: PLAN FOR CROWN DESCRIPTIONS CROWN PORTION: TITLE REFERENCE: Vol. Fol. LAST PLAN REFERENCE: PS543210K Lot S131 POSTAL ADDRESS: Cobram Drive (at time of subdivision) EYNESBURY 3338 MGA 94 CO-ORDINATES: E: 284 730 ZONE: 55 (of approx centre of N: 5 815 190 land in plan)			COUNCIL NAME: MELTON CITY COUNCIL			
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS For details of any Owners Corporations including purpose, responsibility, entitlement & liability see owners corporation search report, owners corporation additional information and if applicable, owners corporation rules.		
Road R81		Melton City Council				
Reserve No. 86		Melton City Council				
Reserve No. 87		Melton City Council				
Reserve No. 88		Powercor Australia Ltd				
NOTATIONS						
DEPTH LIMITATION: Does Not Apply						
SURVEY: This plan is based on survey. STAGING: This is a staged subdivision. Planning Permit No. PA2020/7136						
EYNESBURY - Stage S131 (Eynesbury Marketing Stage 13A) Area of Release: 4.361ha No. of Lots: 42 Lots						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
	EASEMENT E-1 HAS BEEN OMITTED FROM THIS PLAN					
E-2	Sewerage	See Diag.	This Plan	Western Region Water Corporation		
	EASEMENTS E-3 TO E-38 HAVE BEEN OMITTED FROM THIS PLAN					
E-39	Drainage	See Diagram	This Plan	Melton City Council		
	Sewerage			Western Region Water Corporation		
TAYLORS Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorstds.com.au		SURVEYORS FILE REF: Ref. 09283-S13A Ver. 2		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 6	
		Licensed Surveyor: LEO ALEXANDER BATEMAN / Version No 2				



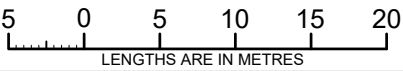


PS543210K/S131



Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE
1:500



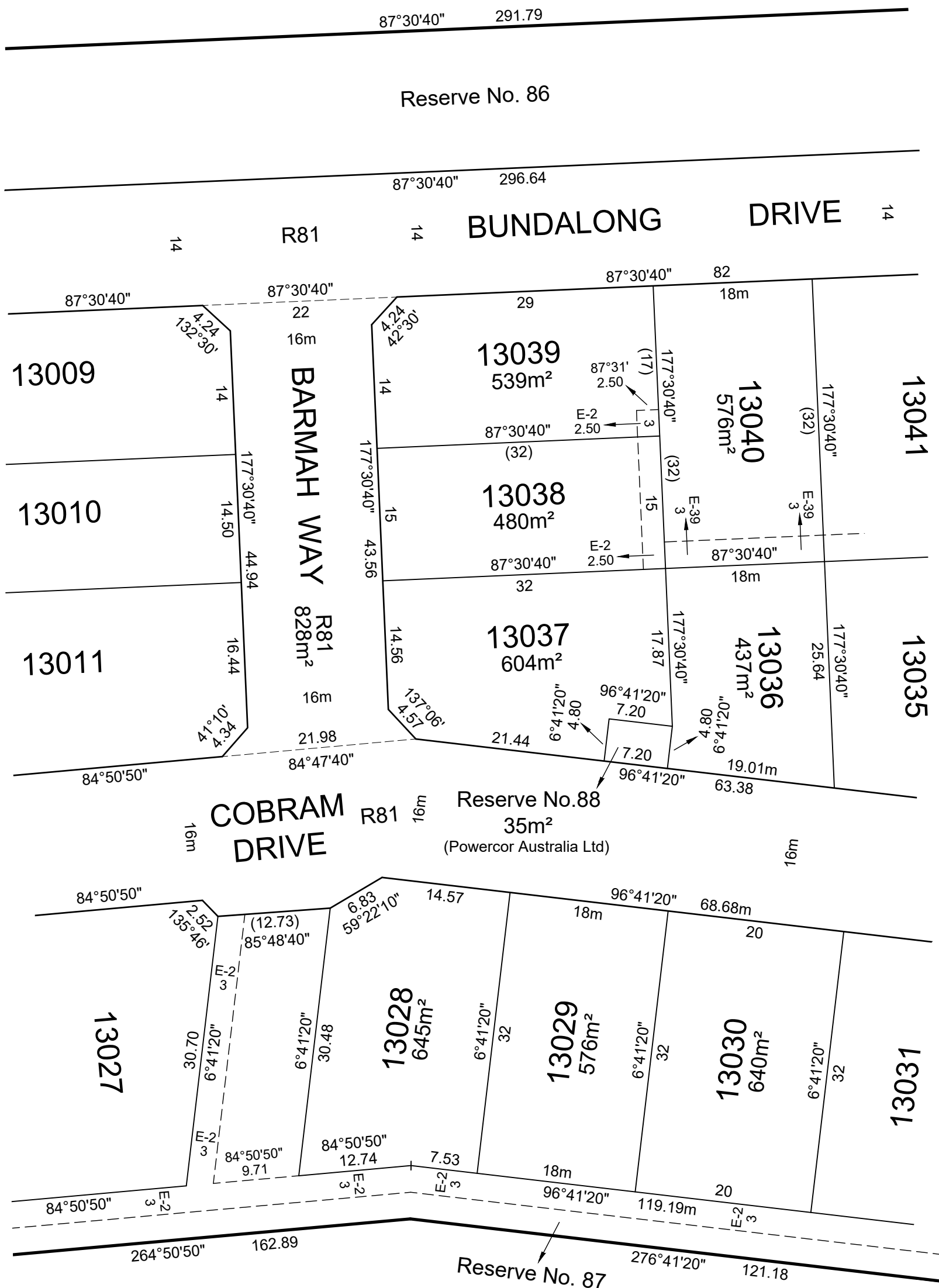
Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 2

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S13A
Ver. 2

SHEET 4



SEE SHEET 6

SEE SHEET 4

SHEET 5



 Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorsds.com.au	SCALE 1:500	 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 09283-S13A Ver. 2	SHEET 6
	Licensed Surveyor: LEO ALEXANDER BATEMAN / Version No 2				

OWNERS CORPORATION SCHEDULE							PS543210K/S131							
Owners Corporation No.			2				Plan No.			PS543210K/S131				
Land affected by Owners Corporation			Lots: ALL OF THE LOTS IN THE TABLE BELOW											
			Common Property No.:											
Limitations of Owners Corporation:			UNLIMITED											
Notations NIL														
										Totals				
										Entitlement	Liability			
This schedule										420	420			
Previous stages										0	0			
Overall Total										420	420			
Lot Entitlement and Lot Liability														
Lot	Entitlement	Liability		Lot	Entitlement	Liability		Lot	Entitlement	Liability		Lot	Entitlement	Liability
13001	10	10												
13002	10	10												
13003	10	10												
13004	10	10												
13005	10	10												
13006	10	10												
13007	10	10												
13008	10	10												
13009	10	10												
13010	10	10												
13011	10	10												
13012	10	10												
13013	10	10												
13014	10	10												
13015	10	10												
13016	10	10												
13017	10	10												
13018	10	10												
13019	10	10												
13020	10	10												
13021	10	10												
13022	10	10												
13023	10	10												
13024	10	10												
13025	10	10												
13026	10	10												
13027	10	10												
13028	10	10												
13029	10	10												
13030	10	10												
13031	10	10												
13032	10	10												
13033	10	10												
13034	10	10												
13035	10	10												
13036	10	10												
13037	10	10												
13038	10	10												
13039	10	10												
13040	10	10												
13041	10	10												
13042	10	10												
TAYLORS Urban Development Built Environments Infrastructure Engineering and Project Management 8/270 Ferntree Gully Road, Notting Hill VIC 3168 Phone: (03) 9501 2800 www.taylorsds.com.au				SURVEYORS FILE REFERENCE: 9283-S13A								SHEET 1		
				LEO ALEXANDER BATEMAN / VERSION No. 2								ORIGINAL SHEET SIZE: A3		

ATTACHMENT 5 – DESIGN GUIDELINES

See attached.

December 2017

EYNESBURY TOWNSHIP

DESIGN GUIDELINES



EYNESBURY



~ TABLE OF CONTENTS ~

Page	Contents
4	Welcome to Eynesbury & The Eynesbury Style
4	The Eynesbury Style
5	Typical Housing Fronting the Golf Course at Eynesbury Sketch Typical Housing at Eynesbury
6	Elements of Eynesbury Townhouses Facing a Park in Stage 1 of Eynesbury
7	Overview Energy Conservation Materials Selection
8	Recommended Sustainable Design Measures Mandatory Requirements
9	Non-Mandatory Requirements
10	Non-Mandatory Requirements Continued
11	Non-Mandatory Requirements Continued Technology Provision Code
12	The History of Eynesbury
13	The Town Plan in Detail The Characteristics of The Australian Country Town The Town Centre The Residential Precincts Transitional Zones
14	The Australian Country Town & Images
15	The Eynesbury Code: 1. Overview 2. Application of Design Controls 3. Building Elements Controlled by This Code 4. The Eynesbury Code and Standard House Designs
16	The Town Plan
17	The Design Approval Process: 1. Assessment Criteria 2. Renovations, Extensions and Modifications 3. Design Approval Versus Building Approval
18	1. Determining the Allotment Type, The Design Controls and Any Additional Design Control Overlays 2. Understanding the Allotment Types
19	You've Selected your allotment..... what to do next? 3. Allotment Type Definitions: Type B: Town House Allotments Type C: Dual Frontage Allotments Type D: Rear Loaded Allotments Type E: Fourplex Allotments
20	4. The Overlay Controls Apply Only to Certain Lots
21	5. Understanding the Premium and Classic Overlays
22	Figure 1 Classic Allotment Control Zones
23	Figure 2 Premium Allotment Control Zones
24	6. Understanding the Design Controls for Allotments Standard Allotments (Type A)
25	Townhouse Allotment (Type B)
26	Dual Frontage Allotments (Type C)
27	Rear Loaded Allotments (Type D)
28	Fourplex Allotments (Type E)
29	7. Understanding the Additional Allotment Overlays: Overlay F: Fencing Overlay
30	Fencing Overlay Continued
31	Overlay R: Reserve Overlay Overlay B: Battleaxe Block Overlay Overlay D: Double Storey Overlay
32	Overlay N: North Facing Allotments Overlay

33	Architectural Design Code	Application of Architectural Design Code: Basic Building Shell
34		Walls, Materials, Wall Articulation, Corner Allotments
35		Windows & Trims
36		Doors
37		Roof Forms and Roof Accessories
38		Eaves, Fascia, Gutters, Chimneys
39	Accessory Elements	Verandahs, Size, Roof Forms & Construction of Columns & Beams
40		Balustrade Design
41		Balustrades, Pergolas and Porticos/Balconies
42		Compliant and non-compliant Verandah Post, Double Storey Images
43		Window Awnings, Shutters, Mailboxes and General External Accessories
44	General External Accessories	
44	Buildings for Vehicle Storage	Garage, Carports and Driveways Garage Appearances
45		Accessory Units, Carports & Driveways
46	External Structures	Outdoor Structures, Garden Sheds, Outbuildings
47	Landscaping Design Code	2 Streetscapes 3 Designing Your Garden
48 - 58	Appendices	
	Appendix 1	Examples of the Application of the Eynesbury Code
59	Appendix 2	Landscape Design Guidelines and Controls, Recommended Plants List
		A2.1 Eynesbury Landscaping Principles & Vision A2.2 Streetscapes at Eynesbury
60		A2.3 Vegetation Control Guidelines A2.4 Climate & Soils A2.5 The Benefits of Growing Indigenous Plants
61		A2.6 Planning your Garden A2.6.1 Existing Conditions A2.6.2 Design Style
62		Example Existing Conditions Plan
63		A2.7 Exotic Plant Species & Eynesbury
64		A2.8 Plan Sourcing A2.9 Planting A2.10 Mulching A2.11 How to Best Plant & Maintain Indigenous Flora A2.12 Optional Irrigation System
65		Examples of Garden Designs A3.1 Example of Garden Designs A3.1.1 East – West Orientated Lot – Formal Design Style
66		A3.1.2 North Facing Terrace Lot – Courtyard Style
67		A3.1.3 North – South Orientated Corner Lot – Informal Cottage Design
68		A3.1.4 Dual Frontage Golf / Open Space Lot – Bush Garden Style
69		A3.2 Feature Plant Species
70	Feature Plan Species Continued	
71	Appendix 4	Recommended Plants List
72	Recommended Plants List Continued	
73	Recommended Plants List Continued	
74	Recommended Plants List Continued	
75	Appendix 5	Prohibited Plants List
76	Prohibited Plans List Continued	

WELCOME TO EYNESBURY

Welcome to Eynesbury, Victoria's first self-contained, fully serviced township in over 50 years.

Unlike other residential developments, a protected rural and natural environment of unique quality surrounds Eynesbury. It's this separation from suburbia that makes Eynesbury unique, and gives it true claim to be a town rather than a suburb. Only 40 kilometres from Melbourne's CBD, and minutes from major commercial centres of Werribee and Melton, it is a perfect setting for a relaxed sense of community.

Eynesbury has important history, dating back over 150 years, starting with the use of the property as one of Victoria's earliest pastoral stations. The heritage listed homestead and its associated staff quarters, stables, formal gardens and lake all contribute to this special Australian Country Town. Recreational facilities, including parks, public facilities and services are all centred on a superb golf course.

The character of the Australian Country Town inspires the township of Eynesbury. Attractive streetscapes are characterized by canopy trees and wide nature strips, exquisite architecture, with verandahs opening towards the street, low fences giving privacy without excluding neighbours, and an environment receptive to community activities and outdoor recreation. In easy proximity are community halls, football ovals, parks and playgrounds, and typically, a friendly local shopping strip.

THE EYNESBURY STYLE

The Eynesbury Style is built around the concept known internationally as New Urbanism. New Urbanism is a new idea with very old roots. It's a return to the way towns were made 70 or more years ago; before the advent of dormitory suburbs, huge shopping centres and concentrated business districts. Instead, the traditional town is small enough to enable residents to walk to shops and places of recreation. They contain elements like the traditional corner shop; a place where you could safely ask your children or grandchildren to walk to; and pick up a paper, a carton of milk or a loaf of bread; with a sense of community and neighbourliness. Traditional towns are compact and convenient, giving a better quality of life and a better quality of environment. Eynesbury seeks to achieve these objectives, and create better street environments.

Eynesbury is unique to other new residential subdivisions. Typically, new subdivisions prohibit front fencing, whereas within Eynesbury low traditional fencing is required; allowing residents to better claim and use their front yards, creating more visually pleasing streetscapes. Elevated verandahs create another layer of usable indoor/outdoor space between the street and the privacy of the interior. Eynesbury has lanes at the rear of many allotments. These lanes allow houses to have full width, uninterrupted gardens to the street.

The architecture of the Australian Country Town inspires the Architectural Style, with steep pitched roofs, simple building forms, quality windows and façade details, lush landscaping, simple fencing, shady eaves overhangs and generous verandahs.



TYPICAL EYNESBURY FACADE TREATMENT



TYPICAL HOUSING FRONTING THE GOLF COURSE AT EYNESBURY

Housing features traditional design elements, set in an integrated landscape featuring public walkways.



TYPICAL HOUSING AT EYNESBURY

Streetscape design features uniform fencing, elevated verandahs and porches, traditional façade detail including quality windows, and attention to details such as eaves overhangs and detailing. Steep roof forms are encouraged. Street trees are planted in drifts, replicating natural tree groupings.



ELEMENTS OF EYNESBURY

Golf course allotments (categorized as Dual Frontage allotments) are required to have housing designed so that both the street frontage and golf course facades are of high quality. Deep porches, balconies, verandahs and loggias are encouraged.



TOWNHOUSES FACING A PARK IN STAGE 1 OF EYNESBURY

The Eynesbury layout allows for a variety of housing types, including terrace and townhouse style housing. Cars are parked in garages off a rear lane, leaving the entrance front open to the park without the need for vehicular crossings

SUSTAINABILITY AND PASSIVE SOLAR DESIGN

OVERVIEW

As noted in the Project Overview above, Eynesbury is designed to allow the achievement of state of the art sustainability practices. The allotment orientation allows the design of housing with optimum orientation, and the architectural controls require the provision of both eaves and verandahs to control solar gain.

ENERGY CONSERVATION

All houses at Eynesbury must achieve the legislated minimum 6 star energy rating as defined under the FirstRate energy rating system. This is the penultimate rating available under this system. Presently, Victorian legislation requires that all houses achieve a 6 star energy rating plus provide for water saving measures, and be provided with either a solar hot water service or rainwater tank. Eynesbury meets the water saving measures through the provision of reticulated recycled water, therefore provision of solar hot water is not required but is encouraged.

The 6 star energy rating is determined by a combination of features including

- Orientation
- Shading of openings
- Quality of window and door systems, with consideration of sealing, thermal resistance and type of glazing
- Use of self-closing and sealing mechanical exhaust systems
- Use of details such as vented eaves to expel excess heat in roof spaces
- Wall, floor and roof construction with consideration of insulation levels and thermal mass

Rating is undertaken using the FirstRate computer analysis program, and must be undertaken by a consultant trained and accredited in use of the rating system.

In order to achieve the target rating, house siting and planning must be considered with solar efficient design principles in mind as follows:

- Where possible, living areas should face north. North facing windows are to be protected with eaves designed to exclude summer sun while allowing entry of winter sun.
- Minimize windows facing west, and provide such windows with a comprehensive shading system, either adjustable awnings, external blinds, fixed overhangs and verandahs, or pergolas with vegetation over.
- Provide deciduous planting to provide summer shade to exposed elevations.
- Residential design may incorporate insulated thermal mass to stabilize internal temperature and allow for re-radiation of heat to the interior during colder periods. This can be achieved using insulated concrete floor slab and insulated masonry internal walls.
- In some cases, high performance windows with thermally resistant frame design and double glazing may be required to achieve the required ratings.

In rating the performance of a dwelling, the analysis report will provide recommendations for improvement in the design where the rating falls below the required standard.

MATERIALS SELECTION

It is recommended that building materials be selected that are sustainable, recyclable and have a low embodied energy (ie. the energy required for manufacture). Materials selection should also have regard to long term durability, toxicity and safety.

RECOMMENDED SUSTAINABLE DESIGN MEASURES

The choice of appliances has a significant impact on the energy consumption and environmental impact of the house. The Eynesbury Development Standards focus on reducing Greenhouse gas emissions and the following items provide guidelines for development. They are divided into mandatory Sustainability Requirements and Configuration Requirements, and suggestions for further energy conservation. These measures are suggestions only. They are not mandatory.

MANDATORY REQUIREMENTS

Item	Comments	Sustainability Recommendation	Configuration Requirements	Sustainability Option
Home Cooling Systems	Housing meeting the 6 star energy rating requirements, and meeting the verandah, eaves and pergola controls, will have reduced requirements for heating and cooling.	Evaporative cooling systems are permitted. Air-conditioning systems (compressor based systems, either split systems or ducted split systems) should be selected based on energy efficiency.	Evaporative cooling units must be located on the rear roof section of the house. A LOW PROFILE evaporative cooling unit shall be installed if the unit must be installed on a roof face that is visible from the street. Ceiling fans should be provided where floor to ceiling heights permit, these can significantly reduce the need for artificial cooling.	

NON-MANDATORY REQUIREMENTS

Item	Comments	Sustainability Recommendation	Configuration Requirements	Sustainability Option								
Kitchen Hotplates Dishwasher		To be fuelled by natural gas. To have minimum 4 star energy rating and AAA water use rating or better										
Hot Water Service		Gas boosted solar hot water heating may be provided, with a minimum 70% efficiency rate	Solar hot water units to be placed, where possible, on north facing roof faces Water storage tank to solar hot water systems are to be located within roof spaces Exposed services to be limited and painted to match roof finishes to reduce visual impact as much as possible.									
Water Supply Systems		Fit flow restrictors to all showers, kitchen sinks and laundry taps. The flow restrictors should be rated to reduce the water flow to between 7.5 and 9 litres per minute.										
Laundry		.		Drying cupboards that use a duct outlet or hydronic radiant panel from a central heating system are encouraged in place of the use of clothes dryers								
Home Heating Systems	Housing meeting the 6 star energy rating requirements, and meeting the verandah, eaves and pergola controls, will have reduced requirements for heating and cooling.	Where heating is installed it should be gas fired. All heating appliances should have a minimum star rating as follows: <table><thead><tr><th><u>Heating System</u></th><th><u>Star rating</u></th></tr></thead><tbody><tr><td>Gas/log space heater</td><td>3.5 star</td></tr><tr><td>Gas convection heater</td><td>4 star</td></tr><tr><td>Central Ducted Heating</td><td>5 star</td></tr></tbody></table> Where ducted heating is installed a minimum duct insulation level of R1.5 is recommended. Where gas/log space heaters are used, ceiling fans and/or heat shifting duct work is recommended.	<u>Heating System</u>	<u>Star rating</u>	Gas/log space heater	3.5 star	Gas convection heater	4 star	Central Ducted Heating	5 star		
<u>Heating System</u>	<u>Star rating</u>											
Gas/log space heater	3.5 star											
Gas convection heater	4 star											
Central Ducted Heating	5 star											

Item	Comments	Sustainability Recommendation	Configuration Requirements	Sustainability Option
Lighting	The choice of lighting can have a significant impact on energy consumption and the environmental impact of the house. The sustainability options, while not mandatory, are considered minimum design standards for the Eynesbury house.			• Use the lowest wattage light needed to adequately light up an area • Choose light fittings that allow most of the light through so that a lower wattage bulb can be used • Use timers, daylight controls and motion sensors to switch outdoor security lights on and off automatically • Use simple automation systems and sensors to automatically turn lights on and off in utility areas such as bathrooms • Use solar powered lighting for garden lights • Fluorescent lamps are ideal for areas where lighting is required for long periods of time • Incandescent lamps are suitable for areas where lighting is used infrequently. • Use halogen lights mainly for highlighting features such as paintings or for special purposes directly over cooking areas.
Recycled Water	A dual water supply system will be implemented throughout the development. There will be two separate water mains, one supplying drinking water, the other supplying recycled water.	Recycled water must be plumbed directly for toilet flushing and garden irrigation.	All work associated with the recycled water system shall be carried out in accordance with the Plumbing Industry Commission Recycled Water Plumbing Guide 2005	
Materials Selection	Materials must be selected from the Eynesbury Materials list. Materials will be	Materials must be selected such that an appropriate balance is achieved between low embodied energy, low toxicity, recyclability, ability		

Item	Comments	Sustainability Recommendation	Configuration Requirements	Sustainability Option
	added to this list from time to time, and application can be made to the DRP to use materials not scheduled in this list.	to support reduction in building energy usage, and low impact on the natural environment in manufacture and use.		

TECHNOLOGY PROVISION CODE

An optic fibre network will be implemented throughout the development. The optic fibre network is anticipated to provide the following services:

- Internet Access
- Telephone services
- Pay TV and Video on Demand Services
- Free to air TV

This system eliminates the need for antennae and satellite dishes to Eynesbury residences.

Any house at Eynesbury must be constructed in accordance with OptiComm requirements outlined in the " OptiComm Fibre Network Building Overview"

THE HISTORY OF EYNESBURY

Eynesbury has a special place in Victorian history. The estate was taken out by Simon Staughton as part of the Exford run in 1841, and in 1863 the property totalled more than 101,000 acres (40,000 hectares). After 1870 the family subdivided the property into four sections, Exford, Nerowrie, Staughton Vale and Eynesbury, each with its own homestead. The Eynesbury parcel totalled 18,000 acres.

Eynesbury homestead was built by Simon Thomas Staughton, the eldest son of Simon Staughton. Staughton rose to become a Member of the Legislative Assembly of the Colony of Victoria, and had a distinguished career both as a pastoralist, politician and soldier, seeing service in the Boer War.

At first, the estate only contained a few relatively humble buildings. The earliest of these, the original overseer's cottage, was built in the 1850s and now forms part of the Discovery Centre precinct, overlooking the lake near the Homestead. The Homestead itself was built in the early 1870s, together with the stables and staff quarters. The two-storey home was extended in the 1880s with symmetrical wings containing a Billiard Room and formal Dining Room, resulting in the configuration seen today. The Billiard Room, with its impressive Alcock and Sons table, survives today virtually intact, including the original wall papers, paintwork and furnishings.

Some of the ancillary structures, such as the timber water tank, meat house and killing shed were added, and these have been retained and restored, adding to the fascinating character of the homestead precinct.

The risk that Eynesbury might be absorbed and obliterated by urban sprawl has led to a commitment to honour the qualities of this environment with a township development that protects its singular qualities, and creates a place set within, and contained by, a rural and bushland boundary. The variety of structures and landscapes is evidence of the rich history of the property, all available for the enjoyment of residents and their guests and creating the unique environment that is Eynesbury.



T H E T O W N P L A N I N D E T A I L

THE CHARACTERISTICS OF THE AUSTRALIAN COUNTRY TOWN

The town of Eynesbury is modelled on traditional Australian urban environments, using as a starting point the classic Australian country town.

The best Australian country towns have an urban structure that is readily identifiable. This visual structure is informed by an articulation into areas or zones of distinct character:

THE TOWN CENTRE

This area contains:

- The commercial strip, with its wide, shady verandahed promenade footpaths. The building forms are subsumed by linking the buildings together in a terrace form, shielding the frontage with the verandah element over the public footpath, and giving prominence to the shopfronts.
- The public building precincts, frequently blended within the commercial strip. The public buildings adopt a more singular iconic character and are positioned to achieve prominence within the urban environment (either on corners, a prominent axis or fronting an open space). These structures may be placed within a commercial strip, in which case the absence of verandahs and the provision of a formal façade or portico differentiates it from its setting. This includes both municipal structures and churches, churches are slightly differently placed as they often occur as focal points within the residential matrix.

THE RESIDENTIAL PRECINCTS

Refer to:

- The Residential precincts are marked by uniform architectural character and style, uniform fencing heights, clustered drift style street tree planting, and preference for semi-transparent fencing backed by vegetation. These areas often contain small retail and public facilities (eg. churches, public halls, sporting facilities) in prominent locations (street corners and so on) providing for local requirements.

TRANSITIONAL ZONES

- Transitional zones are those areas where the rural or bush precinct surrounding the town contains a lower density of individual houses on larger blocks at the boundaries of the formal township grid.

The Australian country town has characteristics now strongly valued in making a usable and user friendly urban environment.

- It is compact in form, and fosters easy access (potentially by foot or bicycle) to services and between areas.
- There is ready access to an unspoiled natural environment and more formally landscaped areas, encouraging recreation, health and well-being.
- Its streetscapes have a consistent character, and the constituent buildings with their street front verandahs, enclosed but visible front yards, and intimate scale, foster social interaction



1



2



3



4

IMAGES FROM TYPICAL AUSTRALIAN COUNTRY TOWNS

1. The main commercial strips provide a different scale and relationship to the street than the residential precincts behind the main street.
2. Public buildings are marked by more imposing architectural scale and detail.
3. The residential streetscapes are marked by low fencing, generous street planting and simple but well detailed architecture.
4. Various periods and styles of housing are represented in the townscape, tied together by a common approach to detailing, materials, roof pitches and elevation of the ground floor level.

THE EYNESBURY CODE

1. OVERVIEW

The Eynesbury Style seeks to build on the strength of traditional Australian urban forms while superimposing a contemporary concern for environmental sustainability. The design characteristics valued at Eynesbury include creation of a 'soft' building profile fostered by pitched roofs, and significant eaves overhangs. Attention to detail and proportion, including use of well-proportioned good quality windows and doors. Provision of usable transition spaces between the street and interior, including deep and elevated verandahs. Usable and claimable front yards. Taking full advantage of having garage access from rear lanes, and using fencing to secure and protect front yard space.

2. APPLICATION OF DESIGN CONTROLS

Typically, the street image of a traditional Australian house is defined by the front part of the building, a few front rooms behind a formal façade. Only those parts of the house that are visible from the street or public reserves/open spaces are subject to these design controls.

3. BUILDING ELEMENTS CONTROLLED BY THIS GUIDE

In traditional Australian country towns, a few key elements define the street frontage appearance. It is these elements that are subject to control.

- Façade Composition
- Wall heights and Materials
- Roof Pitch
- Eaves Overhangs
- Eaves Detail
- Window and Door Construction and Proportions
- Verandah and porticos: extent and construction
- Façade shading devices such as canopies and pergolas
- The front and side fences

The township of Eynesbury will use these design features to create a coherent urban environment. While it is obviously preferable for the residence to be designed in a coherent and integrated manner, some allowances for slight modifications may be provided at the discretion of the DRP to allow parts of the house that are not visible from the street, laneways or public open spaces to be designed to suit particular functional requirements.

4. THE EYNESBURY CODE AND STANDARD HOUSE DESIGNS

Australian Country Towns were traditionally composed of standard builder designed housing. These houses exhibit simplicity, use of detail and materials, and understanding of proportion that is lacking in most contemporary designs. However, the basic plan forms are not dissimilar to contemporary home plans, and the code is designed to allow existing designs to be readily adapted to meet the required aesthetic and form criteria.

THE TOWN PLAN

The Eynesbury Masterplan has been designed under the principles of 'New Urbanism'. This is a philosophy that promotes the creation of self-sustaining, integrated town environments as an antidote to placeless urban sprawl. New Urbanism promotes:

WALKABILITY

- Most key areas are within a 10-minute walk of home or work

CONNECTIVITY

- An interconnected street grid network that disperses traffic and eases walking

MIXED USE AND DIVERSITY

- A mix of shops, offices, apartments and homes on the one site. Mixed use throughout neighbourhoods, within blocks and within buildings

MIXED HOUSING

- A range of types and sizes available within a compact area.

QUALITY ARCHITECTURE AND URBAN DESIGN

- Emphasis on beauty, aesthetic quality, human comfort and creating a sense of place. Design that is derived from the local designs, that builds on and advances the best of this tradition.

TRADITIONAL NEIGHBOURHOOD STRUCTURE

- Higher density of development towards the centre of the town, with lower density at the edges. A clear centre and edge to each precinct.
- Use of public spaces such as gardens and squares at the centre of precincts, providing a both a visual focus, and a centre for community activities.

SMART TRANSPORTATION OPTIONS

- Provision of a network of roads, bicycle paths and footways to allow a choice of transport modes and easy and safe communication between precincts.
- Town Centre areas set up to encourage foot traffic and reduce impact of vehicles.
- Extensive footways and bicycle paths between residential precincts and town centre and recreation areas.
- Ready access to public transport.

SUSTAINABILITY

- Eco friendly technologies, including water recycling
- High levels of energy efficiency including a 6-star energy rating for housing
- Less use of fossil fuels
- More walking and cycling possible, less driving required.



THE DESIGN APPROVAL PROCESS

A Design Review Panel (DRP) assesses all applications to build at Eynesbury against the controls set out in this document.

The Design Review Panel will use and interpret the Design Guidelines to:

- Promote the objective of a township with a traditional Australian rural town character
- Deliver certainty about the required design and urban character outcomes
- Monitor and control the development of streetscapes
- To promote 'variety within consistency' in housing product: a consistency of detail, proportion and character, and a variety in façade composition and feature materials

No fee will be charged for the initial assessment. If an additional assessment is required (pergolas, sheds, swimming pools etc.) or a resubmission amendment is still not compliant with the design controls, the DRP reserves the right to charge the purchaser/applicant \$140 plus GST for any additional works required due to any non-compliance. The fee is subject to change at the DRP's discretion.

It will be the responsibility of the purchaser/designer to ensure the design meets the standards. If subsequent assessments are required, the final/conditional approval will not be issued until either the purchaser or the applicant pays the fees. It will be the responsibility of the purchaser to delegate who is responsible for the payment, and not the DRP.

1. ASSESSMENT CRITERIA

Submissions will be assessed for compliance against the Eynesbury Design Guidelines. Exemptions from aspects of the controls may be made from time to time at the discretion of the DRP, but only where the proposal meets the overall spirit of these guidelines.

Approved plans will be stamped 'Approved' and returned for submission to the Building Surveyor. The Building Surveyor must ensure that the contract drawings comply with the stamped documents.

2. RENOVATIONS, EXTENSIONS AND MODIFICATIONS

Any renovations, extensions and modifications to approved designs or existing homes and landscaping excluding plant replacement and garden bed changes must be assessed by the DRP prior to installation.

3. DESIGN APPROVAL VERSUS BUILDING APPROVAL

The Design Guidelines have been endorsed as part of the Section 173 agreement for the township, but this does not exempt the applicant from compliance with the associated building and statutory regulations. It is the builder's responsibility to ensure compliance with these regulations.



TYPICAL EYNESBURY DWELLING STYLE

YOU’VE NOW SELECTED YOUR ALLOTMENT – WHAT TO DO NEXT?

Now that you have read and understood the Eynesbury Style and Approval Process, what do you need to do next?

- 1. Determine the Design Controls of the Allotment – Classic, Premium
- 2. Determine the Type Allotment – Standard, Town House, Dual Frontage, Rear Loaded
- 3. Determine the Additional Overlays that apply to your allotment – Reserve Facing, Fencing, Battleaxe
- 4. Choose a home from your preferred builder that conforms to these Guidelines **or** design your own (when building your own home, you must possess an ‘Owner-builders’ licence)
- 5. Review the Building Controls for your site against your chosen design
- 6. Review the Design Controls for your site against your chosen design
- 7. Review any additional Overlay Controls for your site against your chosen design
- 8. Ensure your dwelling is designed in accordance with regulations associated with sustainability and energy efficiency and recycled water
- 9. Ensure your dwelling is designed in accordance with regulations associated technological provisions – Opticomm Fibre Network
- 10. Ensure your façade has been designed in accordance with the approved façade materials and colour palettes found within this document
- 11. Prepare a full set of drawings for application

1. DETERMINING THE ALLOTMENT TYPE, THE DESIGN CONTROLS AND ANY ADDITIONAL DESIGN CONTROL OVERLAYS.

The **Lot Selection Plan (allotment types)** and **Lot Attributes Plan (Building envelope and Overlays)** will provide information on your selected lot. The requirements set out on these plans must be adhered to. House Designs must address these requirements foremost other-wise approval will not be granted.

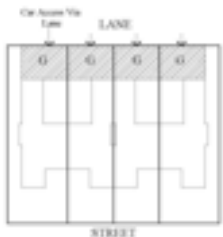
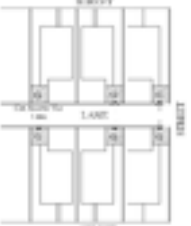
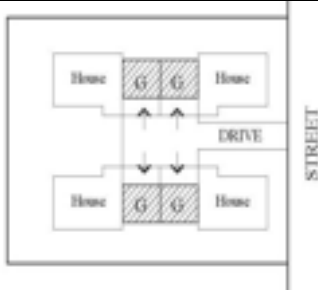
NOTE: In the case where there is a conflict between the setbacks listed in the Design Control Tables for specific allotment types, the setbacks noted on the Allotment Attributes plan will prevail.

2. UNDERSTANDING THE ALLOTMENT TYPES:

- Type A: Standard Allotments:** House allotments with driveway access to the garage directly from the street.
- Type B: Town House Allotments:** Narrow allotments suitable for terrace or townhouse construction.
- Type C: Dual Frontage Allotments:** Allotments with a frontage to both a street and a park, reserve or golf course.
- Type D: Rear Loaded Allotments:** Allotments with a lane at the rear, requiring garages to be located at the rear, accessed from the lane.
- Type E: Fourplex Allotment:** Allotments designed to allow construction of 4 smaller dwellings sharing a common driveway providing access to garages accessible from a central motor court.

	TYPE A: STANDARD ALLOTMENT
	TYPE B: TOWN HOUSE ALLOTMENT
	TYPE C: DUAL FRONTAGE ALLOTMENT
	TYPE D: REAR LOADED ALLOTMENT
	TYPE E: FOURPLEX ALLOTMENT

3. ALLOTMENT TYPE DEFINITIONS

TYPE A: STANDARD ALLOTMENTS Standard house lots with garage accessed from the primary street frontage. Crossover locations on the Masterplan depict the optimised location; however, a crossover may be relocated at the cost of the Owner, and subject to the approval of Council.	
TYPE B: TOWNHOUSE ALLOTMENTS Lots located with attached or semi-detached housing. Townhouses may rise to three levels. The third level may be expressed as an attic storey. The townhouses must be designed to achieve either the appearance of simple clustered two or three storey row houses (terraces), or single storey townhouses (terraced row houses). Alternately the terraces may be broken up into clusters and expressed as large houses.	
TYPE C: DUAL FRONTAGE ALLOTMENTS These are lots that have two frontages, one to a street, the other to a reserve, golf course or other open space. These lots provide a service area for clothes drying, bin storage, etc which is concealed from both frontages. Houses on these allotments need to present an attractive façade to both frontages.	
TYPE D: REAR LOADED ALLOTMENTS These lots have both street and lane frontages. The garage must be accessed from the rear boundary, either placed on the rear boundary or set a minimum of 4 metres from the boundary. The location of the garage to the rear eliminates the impact of crossings and driveways on the streetscape, and enhances the presentation of the front façade to the street.	
TYPE E: FOURPLEX ALLOTMENTS These are lots where 4 dwellings are placed on one large lot encompassing a central access drive servicing garages grouped to allow access from a central motor court. Four dwelling must be constructed on these lots unless approval is granted by the DRC for an alternative number of dwellings. Under no circumstance will less than three dwelling be allowed. The design for fourplex allotments must comply with Clause 55 of the Melton Planning Scheme and a Planning Permit is required for all multi dwelling developments in addition to satisfying the Design Guidelines.	

4. **THE OVERLAY CONTROLS APPLY ONLY TO CERTAIN LOTS:**

- Overlay C:** Classic Standard Allotment
- Overlay P:** Premium Standard Allotments
- Overlay N:** North Facing Allotments
- Overlay D:** Double Storey Allotments
- Overlay F:** Fencing Overlay
- Overlay B:** Battleaxe Block Overlay
- Overlay R:** Allotments Adjoining Public Reserves

C	CLASSIC STANDARD ALLOTMENT	P	PREMIUM ALLOTMENT
F	FENCING OVERLAY	N	NORTH FACING ALLOTMENT
R	ALLOTMENTS ADJOINING PUBLIC RESERVE	B	BATTLEAXE ALLOTMENT
D	DOUBLE STOREY ALLOTMENT		

NOTE: Each allotment may be subject to more than 1 overlay. Refer to Attributes and Lot Selection Plans

Note: Refer to Appendix 1 for Examples of the Application of the Eynesbury Code

5. UNDERSTANDING THE PREMIUM AND CLASSIC ALLOTMENT OVERLAYS

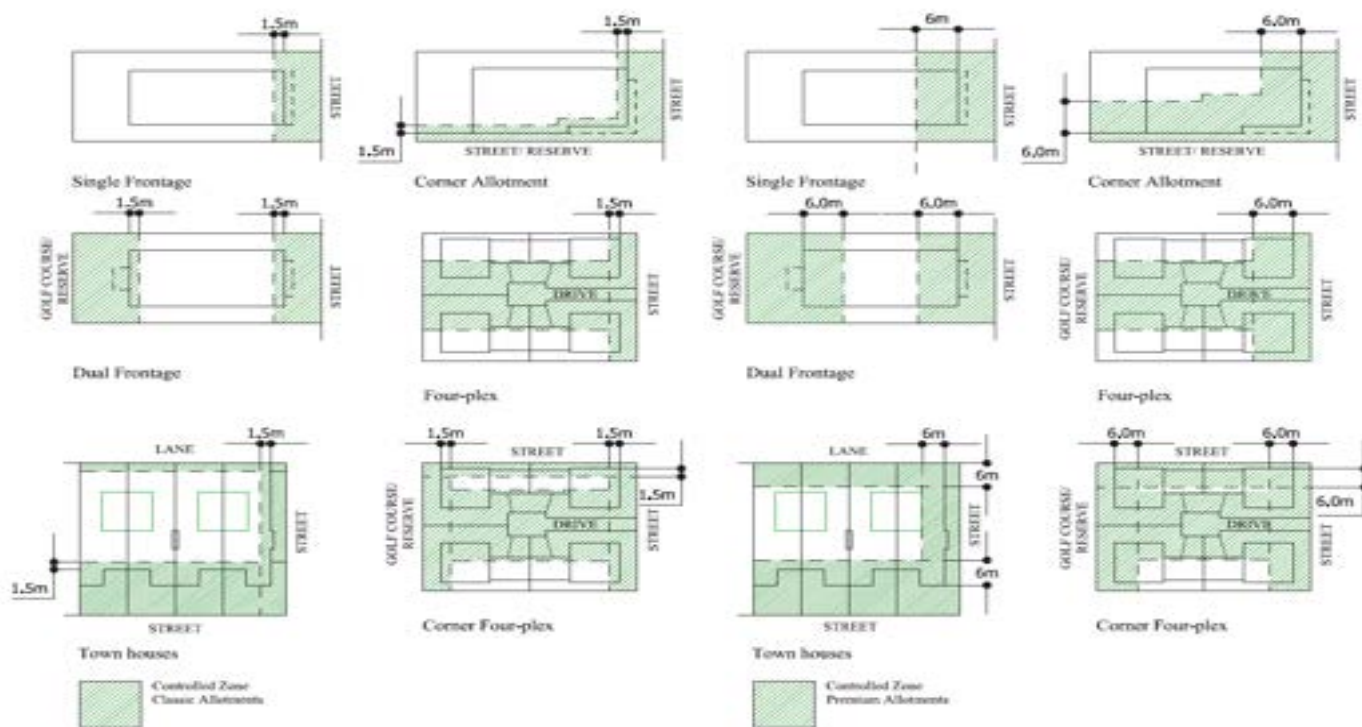
General Description	This overlay determines the standard of key elements of the house. These elements need only be provided in the controlled zones of the house, as follows:

Overlay C: Classic Allotments

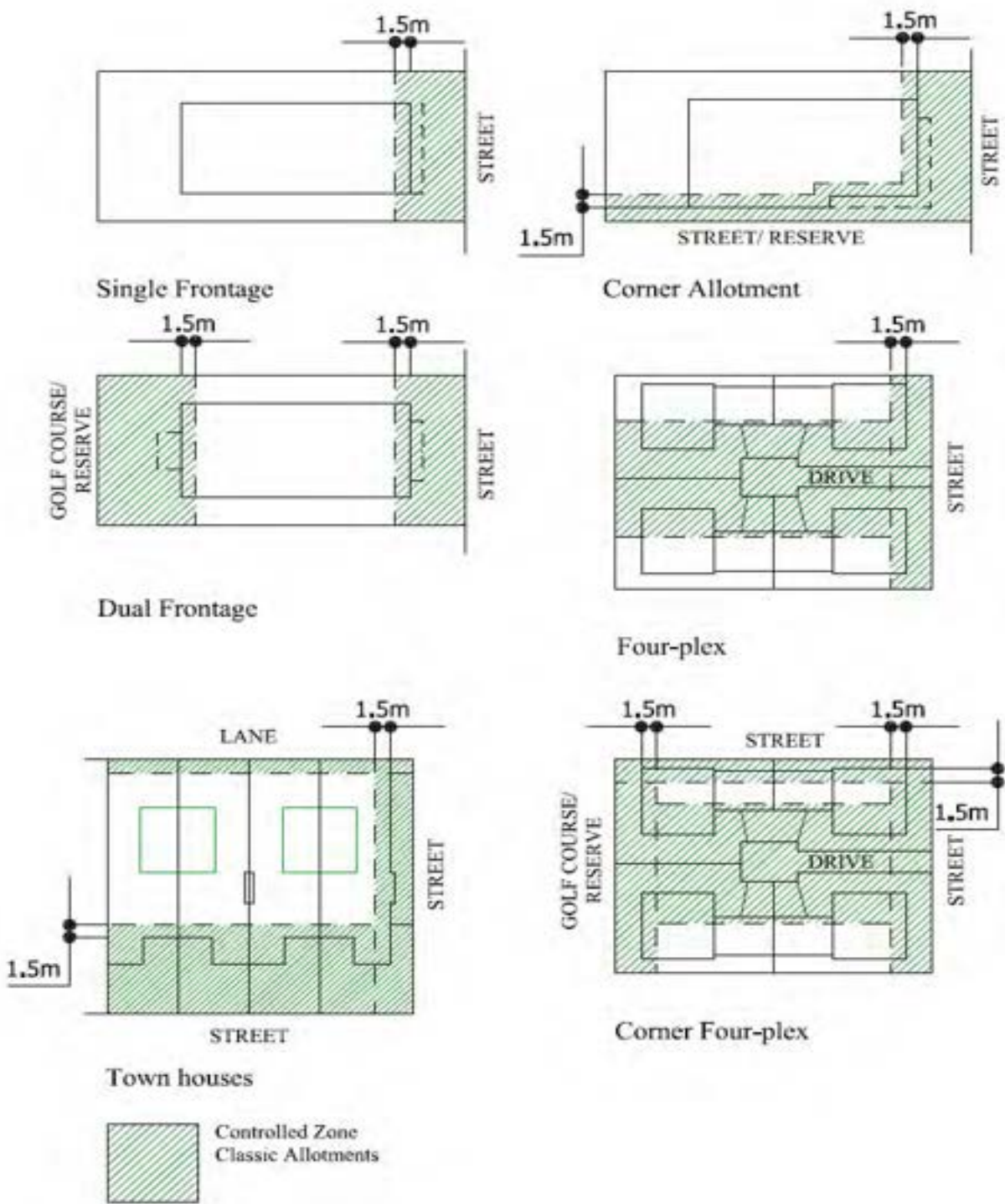
Additional Control Category	Additional Control
Roof Pitch	Minimum 22.5 degrees Excludes verandahs, which must be pitched, but may be constructed at a shallower angle to suit headroom requirements at the outer edges.
Eaves Overhang	Not less than 450mm
Ceiling Heights	Minimum 2400mm Ceilings to ground floor only
Verandahs	Verandahs and Porticos are to be provided to not less than 25% of width of the dwelling facing the street, with a depth of not less than 1.8 metres. Verandahs and Porticos must be a minimum 300mm above ground level.

Overlay P: Premium Allotments

Additional Control Category	Additional Control
Roof Pitch	Minimum 27 degrees Excludes verandahs, which must be pitched, but may be constructed at a shallower angle to suit headroom requirements at the outer edges.
Eaves Overhang	Not less than 600mm
Ceiling Heights	Minimum 2700mm Ceilings to ground floor only
Verandahs	Verandahs and Porticos are to be provided to not less than 40% of width of the dwelling facing the street, with a depth of not less than 1.8 metres. Verandahs and Porticos must be a minimum 300mm above ground level.

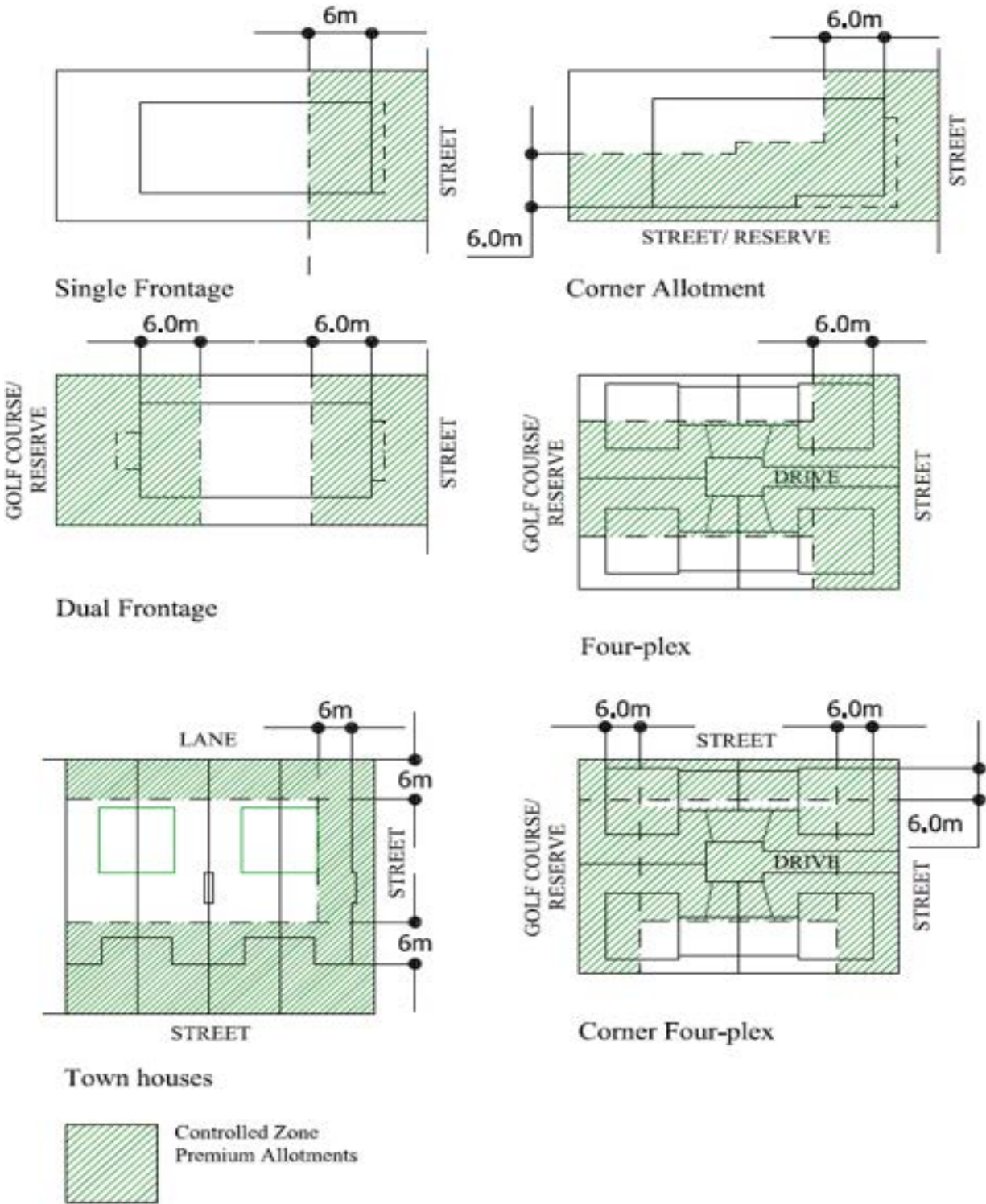


CLASSIC ALLOTMENTS



Note: Allotments adjacent to linear reserves will be assessed based on the level of fencing provided adjacent to the reserve. Allotments adjacent to open space reserves, must address both frontages.

PREMIUM ALLOTMENTS

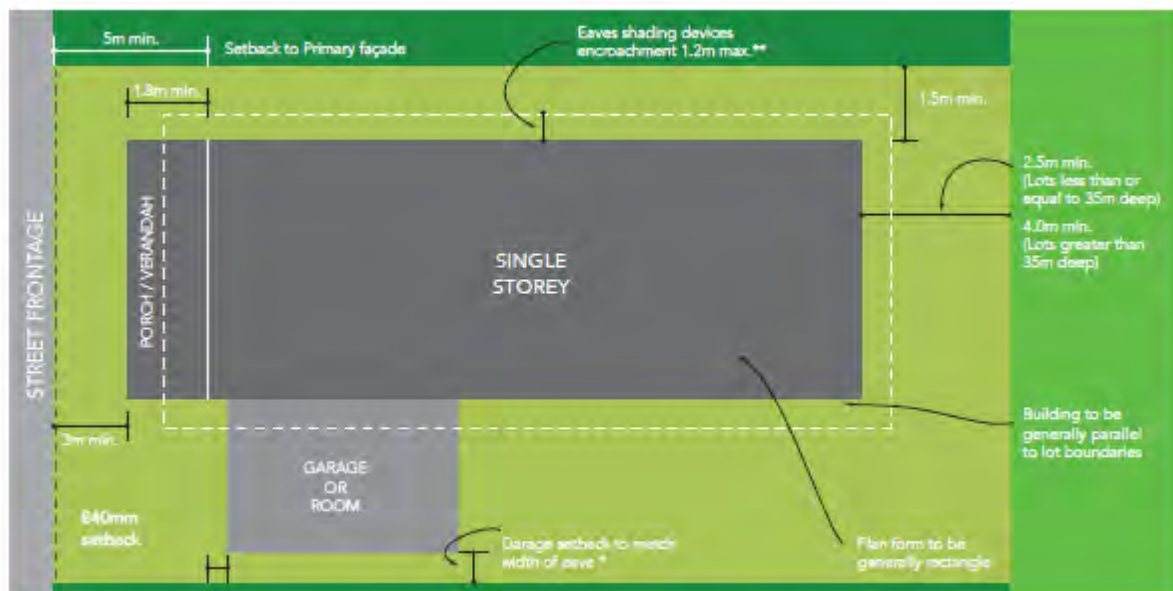


Note: Allotments adjacent to linear reserves will be assessed based on the level of fencing provided adjacent to the reserve. Allotments adjacent to open space reserves, must address both frontages.

6. UNDERSTANDING THE DESIGN CONTROLS FOR ALLOTMENTS

Requirement	STANDARD ALLOTMENTS (TYPE A)	
Front Setback	3m Verandah, 5m Dwelling (unless otherwise noted on Building Envelope plan)	
Side Setback	Garages – 0-200mm or 1.5m	
	<i>Single Storey</i>	<i>Double Storey</i>
Corner Allotments	1.5m	2.5m
	<i>Single Storey</i>	<i>Double Storey</i>
Rear Setback	2m Min setback from side street	3m Min setback from side street
	Minimum 2.5m – Lots Less than or equal to 35m Minimum 5m – Lots Greater than 35m	
Garage	960mm minimum from main building line Garages are permitted to have a zero setback for designed without eaves, or where it aligns exactly with the adjoining allotment garage. Maximum length on boundary 10m Maximum height on boundary 3.6m	
Site Coverage	60% Maximum Allotments greater than 900m ² – not less than 25%	
POS	If Primary Living areas upstairs, a deck, terrace or Balcony of not less than 10m ²	
Wall Heights	Maximum 2 storeys Wall heights to comply with ResCode requirements	
Dwelling height	Maximum 10m	
Design Controls	Classic or Premium Controls apply	
Allotment Type	Allotment Type Controls apply	

Note: Eaves/sunshades, retractable awnings or other projections not substantially enclosed at the sides are permitted to encroach into setbacks no more than 1.2m.

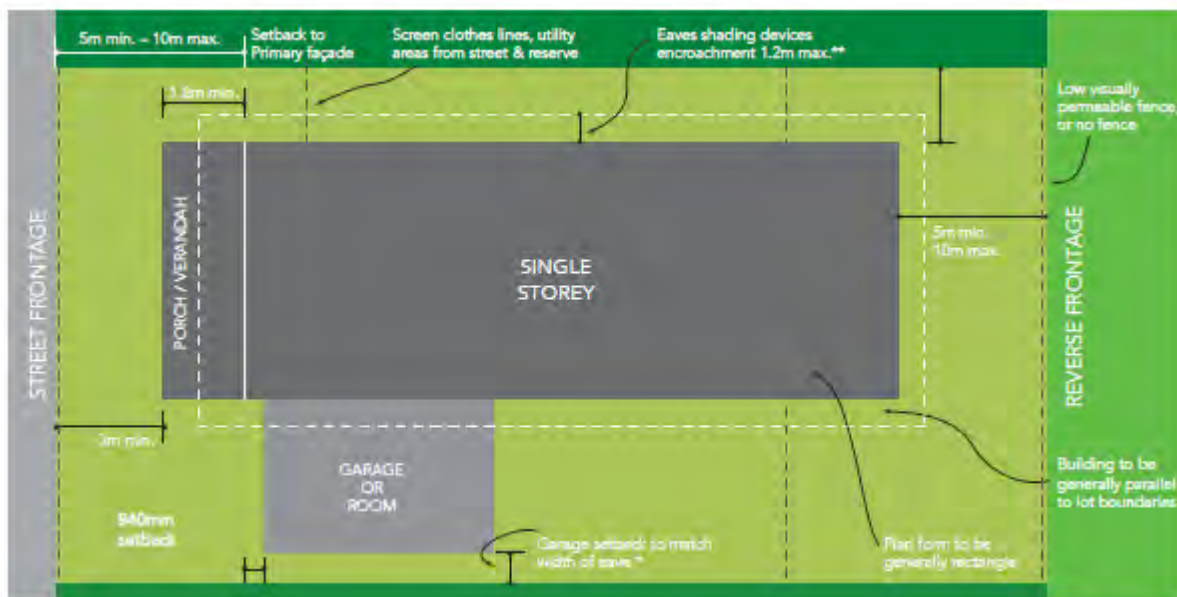


Requirement	TOWN HOUSE ALLOTMENT (TYPE B)	
Front Setback	2m Verandah, 4m Dwelling (unless otherwise noted on Building Envelope plan)	
Side Setback	0-200mm or 1m	
	<i>Single Storey:</i>	<i>Double Storey:</i>
	1.5m adjacent to park or footway	2.5m adjacent to park or footway
	2m adjacent to side street	3m adjacent to side street
Garage	960mm minimum from main building line if facing primary street frontage Maximum height on boundary 3.6m Permitted to occupy Maximum 80% of rear boundary on rear loaded products	
Site Coverage	70% Maximum	
POS	Minimum dimension of 4m	
Permeability	Not less than 20%	
Wall Heights	Maximum 3 storeys Wall heights to comply with ResCode requirements	
Townhouse height	Maximum 13.5m	
Design Controls	Classic or Premium Controls apply	
Allotment Type	Allotment Type Controls apply	

Note: Eaves/sunshades, retractable awnings or other projections not substantially enclosed at the sides are permitted to encroach into setbacks no more than 1.2m.

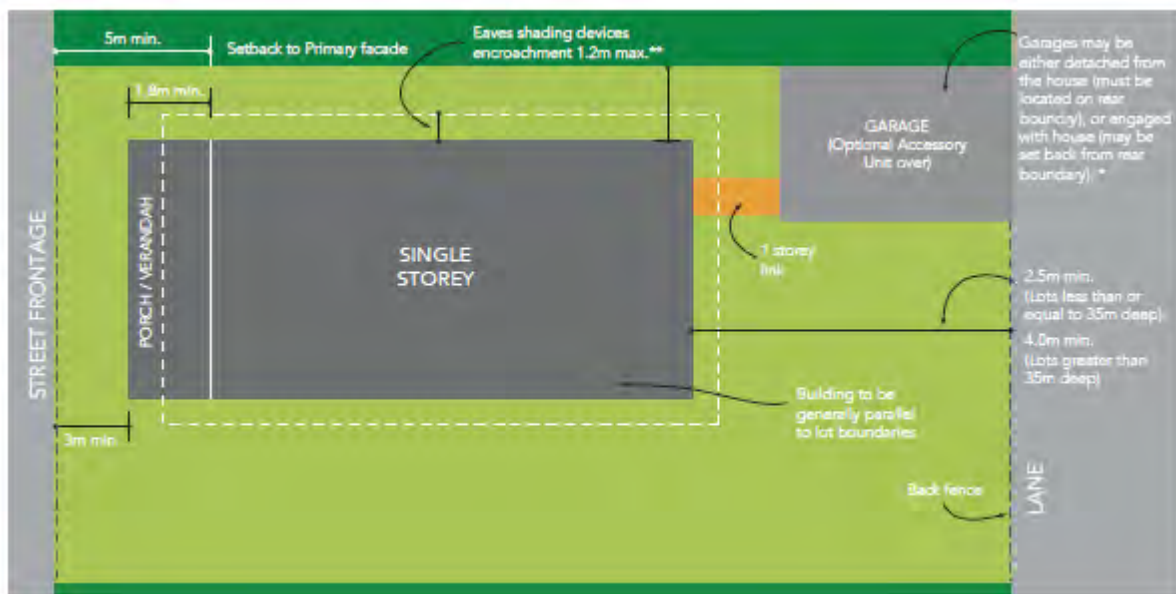
Requirement	DUAL FRONTAGE ALLOTMENTS (TYPE C)	
Front Setback	3m Verandah, 5m Dwelling, 10m maximum (unless otherwise noted on Building Envelope plan)	
Side Setback	Garages – 0-200mm or 1.5m	
	<i>Single Storey</i>	<i>Double Storey</i>
Corner Allotments	<i>Single Storey</i>	<i>Double Storey</i>
	2m Min setback from side street	3m Min setback from side street
Rear Setback	As per Building Envelope Plan	
Garage	960mm minimum from main building line Garages with a zero-side setback may be designed without eaves, or where it aligns exactly with the adjoining allotment garage. Maximum length on boundary 10m Maximum height on boundary 3.6m	
Site Coverage	60% Maximum Allotments greater than 900m ² – not less than 25%	
POS	If Primary Living areas upstairs, a deck, terrace or Balcony of not less than 10m ²	
Wall Heights	Maximum 2 storeys Wall heights to comply with ResCode requirements	
Dwelling height	Maximum 10m	
Design Controls	Classic or Premium Controls apply	
Allotment Type	Allotment Type Controls apply	

Note: Eaves/sunshades, retractable awnings or other projections not substantially enclosed at the sides are permitted to encroach into setbacks no more than 1.2m.



Requirement	REAR LOADED ALLOTMENTS (TYPE D)	
Front Setback	3m Verandah, 5m Dwelling (unless otherwise noted on Building Envelope plan)	
Side Setback	Garages – 0-200mm or 1.5m	
	<i>Single Storey</i>	<i>Double Storey</i>
	1.5m	2.5m
Corner Allotments	<i>Single Storey</i>	<i>Double Storey</i>
	2m Min setback from side street	3m Min setback from side street
Rear Setback	Minimum 2.5m – Lots Less than or equal to 35m Minimum 4m – Lots Greater than 35m Double Storey Elements – 5m minimum	
Garage	960mm minimum from main building line Garages may be either detached or engaged with the dwelling. If detached, must be located on the rear boundary. If engaged, must be setback a minimum 4m from rear boundary Maximum length on boundary 10m Maximum height on boundary 3.6m	
Site Coverage	60% Maximum Allotments greater than 900m ² – not less than 25%	
POS	If Primary Living areas upstairs, a deck, terrace or Balcony of not less than 10m ²	
Wall Heights	Maximum 2 storeys Wall heights to comply with ResCode requirements	
Dwelling height	Maximum 10m	
Design Controls	Classic or Premium Controls apply	
Allotment Type	Allotment Type Controls apply	

Note: Eaves/sunshades, retractable awnings or other projections not substantially enclosed at the sides are permitted to encroach into setbacks no more than 1.2m.



Requirement	FOURPLEX ALLOTMENTS (TYPE E)	
Front Setback	2m Verandah Dwelling, 4m (unless otherwise noted on Building Envelope plan)	
Side Setback	Garages – 0-200mm or 1.5m	
	<i>Single Storey</i>	<i>Double Storey</i>
	1.5m	2.0m
Corner Allotments	<i>Single Storey</i>	<i>Double Storey</i>
	1.5m Min setback from side street	2.5m Min setback from side street
Rear Setback	Minimum 2.5m – Lots Less than or equal to 35m Minimum 4m – Lots Greater than 35m Double Storey Elements – 5m minimum	
Garage	Minimum 1.5m setback from side boundary Minimum 2.5m setback from side street Garages to be constructed so they are within the motor court section	
Site Coverage	60% Maximum Allotments greater than 900m ² – not less than 25%	
POS	Preferred depth of 5.0m and no less than 40%	
Wall Heights	Maximum 2 storeys Wall heights to comply with ResCode requirements	
Dwelling height	Maximum 10m	
Design Controls	Classic or Premium Controls apply	
Allotment Type	Allotment Type Controls apply	
Town Planning	Dwelling designs must comply with Clause 55 of the Melton Planning Scheme and a Planning Permit is required for all multi dwelling developments in addition to satisfying the Design Guidelines	

Note: Eaves/sunshades, retractable awnings or other projections not substantially enclosed at the sides are permitted to encroach into setbacks no more than 1.2m.

7. UNDERSTANDING OF THE ADDITIONAL ALLOTMENT OVERLAYS

Overlay F: Fencing Overlay

General Description	This overlay applies to all allotments within Eynesbury. The front fence returns the concept of the 'front yard', a fundamental aspect of country towns. The front yard is an area designed to be able to spend time in, being part of the community. To achieve this, it needs to be defined and not incorporated into the road reserve. The front yard is not intended to be private open space. It should define the front boundary.
Allotment Type	Additional Control
Standard Allotment	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/balusters, 1200mm posts Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the front setback requirement for the full height fence. Full height fences are to start in line with the front façade wall.
Town House Allotment	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/balusters, 1200mm posts Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the front setback requirement for the full height fence. Full height fences are to start in line with the front façade wall.
Dual Frontage Allotment	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts Rear Boundary: 1050mm transparent golf course or reserve fencing – provided by developer unless otherwise stipulated in land contract Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the setback requirement for the full height fence. Full height fences are to start in line with the front and rear façade walls Screen Fencing: 1.8m screen fencing required to enclose private open space. To be solid or transparent. To return a minimum 1m behind each frontage.
Rear Loaded Allotment	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the front setback requirement for the full height fence. Full height fences are to start in line with the front façade wall Rear Laneway Fencing: Provide 1.8m timber paling fence, capped with exposed posts.
Corner Allotments	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts – to continue to the corner of the dwelling. Side street: Provide 1.8m timber paling fence with exposed posts, timber capping
Reserve Adjoining Allotments (Open Space Reserves)	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts - to continue to the corner of the dwelling. Reserve side: Provide 1.8m timber paling fence with exposed posts, timber capping and tapering down over a maximum of 50% of the front setback requirement for the full height fence
Fourplex Allotments	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts - to continue to the corner of the dwelling. Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the front setback requirement for the full height fence. Rear Reserve/Golf Course Boundary: 1050mm transparent golf course or reserve fencing.

Allotment Type	Additional Control
Battleaxe Allotment	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts - Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the front setback requirement for the full height fence. Full height fences are to start in line with the front façade wall Fencing to access lane: Provide 1.8m timber paling fence. Sections forward of the gates, are to include exposed posts, capping rail Where a battleaxe allotment is in effect a rear loaded dwelling, then any fence built along a road reserve boundary must meet the requirements of side boundaries for a conventional corner allotment. Entrance Gates: The gate for the entrance to the battleaxe laneway must be a full height gate located at 5.4m from the side boundary or where the neighbouring property full height fence starts

Additional Fencing notes:

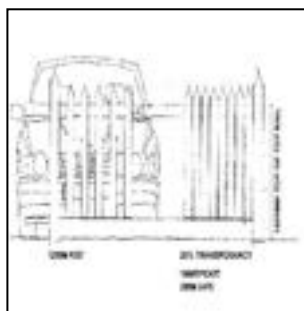
- All fencing must be constructed within 3 months of the certificate of occupancy being issued on your home. Refer to your contract of sale for any fencing rebates.
- Fencing may be left unpainted, or painted in neutral grey, grey/brown or white tones, using an appropriate timber stain, or semi opaque or opaque timber finish.
- Side fences may exceed the minimum height where there are sound reasons of privacy, with the approval of the DRP.
- Side fences may be treated with timber lattice or frameworks to promote growth of climbing plants.
- Connecting fence between the sidewall of the dwelling and the side boundary fence is to be a height equal to side fences. It is to be constructed of material and colours, which complement the dwelling.
- Metal fences including pool type tubular metal, cast iron, wrought iron etc. are not permitted.
- Front fence heights are to be 900-1050mm height to the top of the rail
- Picket fencing to have a minimum 20% transparency
- Picket fences may be capped
- Baluster fencing to have a top and bottom rail with a minimum 50% transparency. Baluster fencing may be constructed inclusive of a plinth
- Where a Balustrade forms part of the Verandah, a solid hedge with a minimum 300mm height along the front boundary must be provided in lieu of a front fence. The Balustrade must have a nominal height of 900mm above the floor level of the verandah and must be provided to the full length of the Verandah with an opening no more than 1800mm for access from the entry pathway.



Standard Side Boundary Fencing



Front Fencing



Typical Picket Style Fencing



Baluster Fencing

Overlay R: Reserve Overlay

This overlay applies where one or more boundaries of the allotment adjoin a public reserve. It is designed to provide for some passive supervision of the reserve and to protect the private open space of the allotment. There are different reserves throughout the township. Linear and open space reserves.

This overlay provides controls to ensure that reserve areas are provided with appropriate passive supervision from adjoining properties. In addition, private open space areas to allotments adjoining reserves are provided with an appropriate level of privacy.

Additional Control Category	Additional Control
Dual Frontage	House design is to allow for at least 2 windows from habitable rooms overlooking the reserve. Sill heights to be no more than 800mm above internal floor level with a glazed area of minimum 1sqm
	Locate private open space away from reserve or street. Use building form or fence screen to provide privacy
Townhouse Allotment	House design is to allow for at least 2 windows from habitable rooms overlooking the reserve. Sill heights to be no more than 800mm above internal floor level with a glazed area of minimum 1sqm
	Locate private open space away from reserve or provide a solid 1.8m fence to section. Private open space to be located a minimum 4m from boundary
Rear loaded Allotment	House design is to allow for at least 2 windows from habitable rooms overlooking the reserve. Sill heights to be no more than 800mm above internal floor level with a glazed area of minimum 1sqm
	Locate private open space away from reserve

Overlay B: Battleaxe Block Overlay

This control applies to rear loaded allotments where the garage is accessed via a battleaxe extension behind the adjoining allotment linking to an adjacent street. This overlay regulates the layout and configuration of the battleaxe extension.

Additional Control Category	Additional Control
Battleaxe laneway	The battleaxe laneway shall not contain any construction. A gateway shall be provided to the end of the battleaxe facing the street. The gateway is to be set back from the footpath not less than 5.4m or where the neighbouring property full height fence starts. The area between the gateway and the footpath is to be treated with suitable landscaping, arranged to soften the visual impact of the flanking fence lines. Battleaxe laneways providing vehicular access to garages shall be paved in a manner suitable for vehicular traffic. In cases where the battleaxe contains an easement, consent to build and or erect a structure over the easement and or asset is required from the relevant authority.

Overlay D: Double Storey Overlay

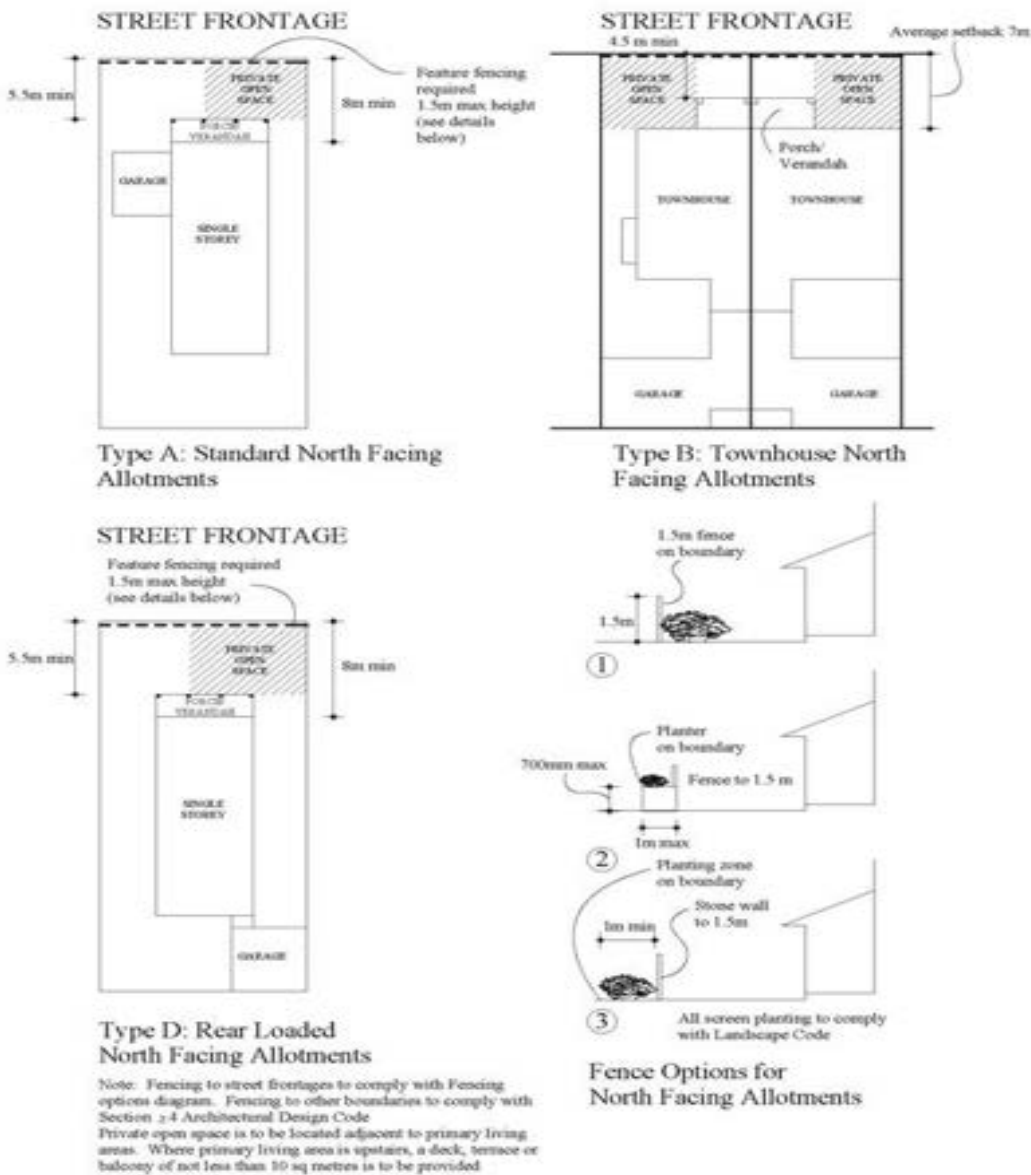
This overlay requires that the residence on the allotment is of two storeys in height. The overlay seeks to give visual impact to buildings in prominent or focal locations within the township.

Additional Control Category	Additional Control
Maximum Height	Residences on allotments with this overlay must be 2 storeys in height, with the upper floor comprising at least 50% of the ground floor area and generally arranged so that the 2 storey part is positioned close to the street frontage. Heights and setbacks shall confirm with the design controls set out for the allotment type.

Overlay N: North Facing Allotments Overlay

This overlay applies to selected north facing allotments.

Control Category	Control
Setbacks, Fencing, Private Open Space, Landscaping	Allotments with north facing areas towards the street require attention to fencing to afford privacy to these more exposed private open spaces. Front boundary setbacks North facing private open space Raised floor levels, front boundary screen barriers to achieve privacy to exposed north facing private open space Refer to North Facing Allotments: Supplementary Controls below



North Facing Allotments: Supplementary Controls

ARCHITECTURAL DESIGN CODE

The Architectural Design Code controls the detail of the buildings, including materials, detailing and composition and proportion. The code promotes a design derived from the designs of the traditional Australian Country Town.

APPLICATION OF THE ARCHITECTURAL DESIGN CODE

The requirements of the Architectural Design Code apply to those parts of the building within the control zone applicable (Classic or Premium), as well as those that are visible from the street and publicly accessible areas.

Materials other than those specified may be used with the approval of the Design Review Panel(DRP). Variations to this code may be granted by the DRP in cases of architectural merit, site conditions or other extenuating circumstances. In the event that DRP allows a variation, relaxation or waiver of the application of the Design Guidelines, this will not set a precedent nor imply any such action will apply again

The code controls apply to all elements of the building:

Basic Building Shell

- Walls
- Windows and doors
- Floors
- Roofs

Accessory Elements

- Verandah, Pergolas and Shading Devices

Outbuildings and buildings for Vehicle Storage and Circulation

- Garages, Carports and Driveways

Landscape Structures, Fences

BASIC BUILDING SHELL

PLAN FORM AND SITING

Houses should be generally sited parallel to the side boundaries, except where allotments are tapered in which case the house façade should be generally parallel to a line drawn between the ends of the street boundary of the allotment.

FAÇADE MATERIALS AND DETAIL

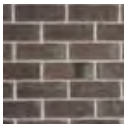
Façade materials and detail must comply with the detailed requirements set out below.



TYPICAL EYNESBURY FACADE TREATMENT

WALLS

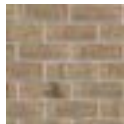
Item	Materials and Colours	Configuration	Comments
Wall materials			
Weatherboards	- Weatherboard - Fibre Cement Weatherboards - Hardies ‘Primeline’ weatherboards - CSR Weathertex - Hardies ‘Linea’	Wall articulation in the form of stringcourses and bands are encouraged, but must be consistent with general wall and trim colours, and the overall effect of the wall articulation must be simple and reinforce the building form.	Bricks must be selected with the colour bases of Reds, Medium-Dark Browns, Creams Brick colours and textures vary from time to time due to the variation in the raw materials used by the brick manufacturer. A full list of approved/non-approved bricks is available from the DRP Raked joints are not permitted.
Bricks	Hardies ‘Hardiplank’ is not permitted. Bricks selected are to be based on traditional Australian Country styles. Natural muted tones are permitted. Bold vibrant ‘modern-day’ bricks will not be approved	Square Edge, smooth face bricks are acceptable Tumbled bricks and bricks with textured or patterned faces are not permitted	
Mortar Joints	Struck Flush Weathered Rolled	Mortar must preferably be a traditional mix with white sand and lime to give a generally light colouring.	
Render Finishes			
	Renders must be in a neutral grey and natural or sandstone like colours (buff, light beige, sandstone cream).	Renders may be applied as smooth render. Paint to rendered surfaces must be matt or low sheen.	Rendering to facades is not mandatory
Wall Articulation			
Corner Allotments	Front and side facades of buildings on corner lots must be similarly detailed and use similar materials.		
Material Transitions	Materials must not change within a storey at corners or within 1500mm of a corner on classic Allotments, and 6000mm on a Premium Allotment.		



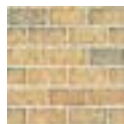
Weatherboard



Render



Flush Joints



Dressed Sandstone

Ledgerstone (Column
(and feature only)

WINDOWS AND DOORS

Item	Materials and Colours	Configuration	Comments
Windows			
This control applies only to windows and doors visible to the street and located within the control zone Permitted Window Types	Windows are to be substantial in frame thickness. Preferred materials are: Timber High quality aluminium	Suggestions for windows are as follows: Southern Star Windows: 200+ Series (no 100 Series permitted within control zone) A & L Windows: Armada awning windows Double glazed awning windows Double hung Casement Box bay windows Face of wall casement Awning Frames to be proportioned such that the longest lengths extend vertically. Horizontally oriented windows are to be articulated with mullions and sashes such that these articulating elements have a vertical proportion, as defined above. Alternatively, if no are mullions provided, plantation shutters are to be installed as a mandatory requirement Glazing bars and colonial bars shall match the profile and depth of the main sash frame and beading. Glazing bars that are thin 'stuck on' strips or captured between double-glazing are not permitted. Some manufacturers provide products with 'stuck-on' bars. Provided the bars do not create the appearance of being 'stuck on', they may be considered.	Windows with light, visually flimsy framing present a cheap visual appearance to the street. Use of appropriate member sizes and sash inserts improves visual solidity. Sliding windows are not permitted within the controlled zone of the house. Windows must present a vertical proportion to the street Excessive use of glass results in building forms disruptive to the coherence of the urban environment. Windows openings must be properly trimmed and finished.
Trims			
	Wall trims (corner staves, architraves) roof trims (fascias, eaves linings & exposed rafters) & window trims to be of timber or fc sheet, coloured to match general trim colour	Minimum dimensions: 12 mm thick, 90 mm wide to corner staves and architraves. Barge boards not less than 200 mm wide, 25 mm thick.	Openings to be defined, use of a uniform colouring to trims allows use of a variety of wall colours while still providing a visual coherence.

Item	Materials and Colours	Configuration	Comments
Doors			
Entry Doors	Timber, solid paint finish to door leaf and frame.	Recessed panels, painted in solid paint.	Entry doors must have a solid and substantial appearance.
Premium allotments		Entry doors to be a minimum 2300mm high (Unless otherwise approved by the DRP)	Doors must have an appropriate scale and detail
Classic allotments		Entry doors to be a minimum 2040mm high (Unless otherwise approved by the DRP)	Front doors must be simple in character and detail
Preferred External Door Types (i.e. Not the front entry door)		Bi-Part Doors French doors Bi-Fold Doors Note that sliding doors with substantial appearance may be approved for use in non-control zones Side lights and fanlights shall be glazed with clear or plain etched glass. More elaborate treatments with bevelled glass or leadlight may be acceptable where the effect is simple.	Flush panel doors, panelled doors with non-rectangular panels and fussy mouldings are not permitted.
Sidelights			



ACCEPTABLE FRONT ENTRY DOORS:

Some Doors appear too modern, ensure the door chosen reflects to correct style and has a vertical appearance



APPROPRIATE WINDOW SOLUTIONS

Ensure windows appear vertical and have a substantial frame. No 'stick-on' glazing bars

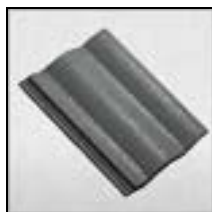
ROOF FORMS AND ROOF ACCESSORIES

Item	Materials and Colours	Configuration	Comments
Roof			
Premium or Classic	*corrugated galvanized iron *corrugated colorbond iron (slate grey, light grey) *Asphalt shingles *Natural slate (uniform grey tones) *Zincalume	Roofs shall have a simple, symmetrically pitched hip or gable form. Steeper pitches are possible, attic villa styles are encouraged. Hip and gable roof forms, and composites of these are permitted. Mansard, dual pitch, skillion, flat and curved roofs are not permitted without dispensation from the DRP.	Traditional Australian Country Towns have building stock dating from the nineteenth and early twentieth century, and typically have buildings with roof pitches not less than 30 degrees. Such roof pitches allow the roof form to be in visual balance with the lower walls of the building. While this pitch is preferred these controls allow minimum pitches of 22.5 degrees (classic allotments) and 27 degrees (premium allotments)
Premium or Classic	Tiles *Selected flat concrete tiles. *Selected Marseilles pattern terra cotta tiles. *Selected flat (Strata type) terra cotta tiles.	Skylights, vent stacks, and other roof protrusions must not be placed on a roof facing a street or where they are visible from nearby streets. Skylights shall be flat in profile.	Roof heights must be adequate to allow full wall heights and steeper traditional roof pitches and forms
Classic Only	* Selected curved profile concrete tiles		Roof colours to be uniform in silvers and neutral greys.
Premium and Classic			
Single Storey	Parapet roof forms are not permitted		
Double Storey	Parapet roof forms are permitted over garages only where the first floor of the dwelling covers a minimum of 50% of the garage width.		

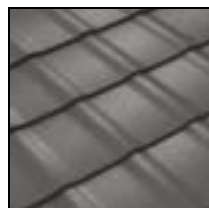
Acceptable Roof Tiles:



Premium or Classic



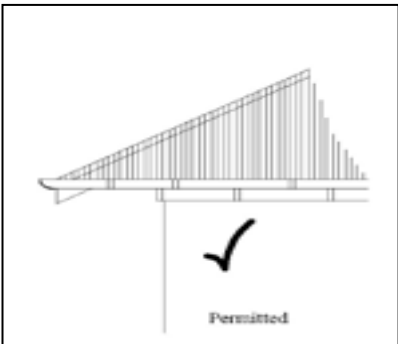
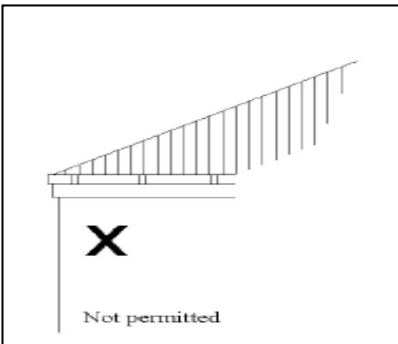
Classic Only



Premium or Classic



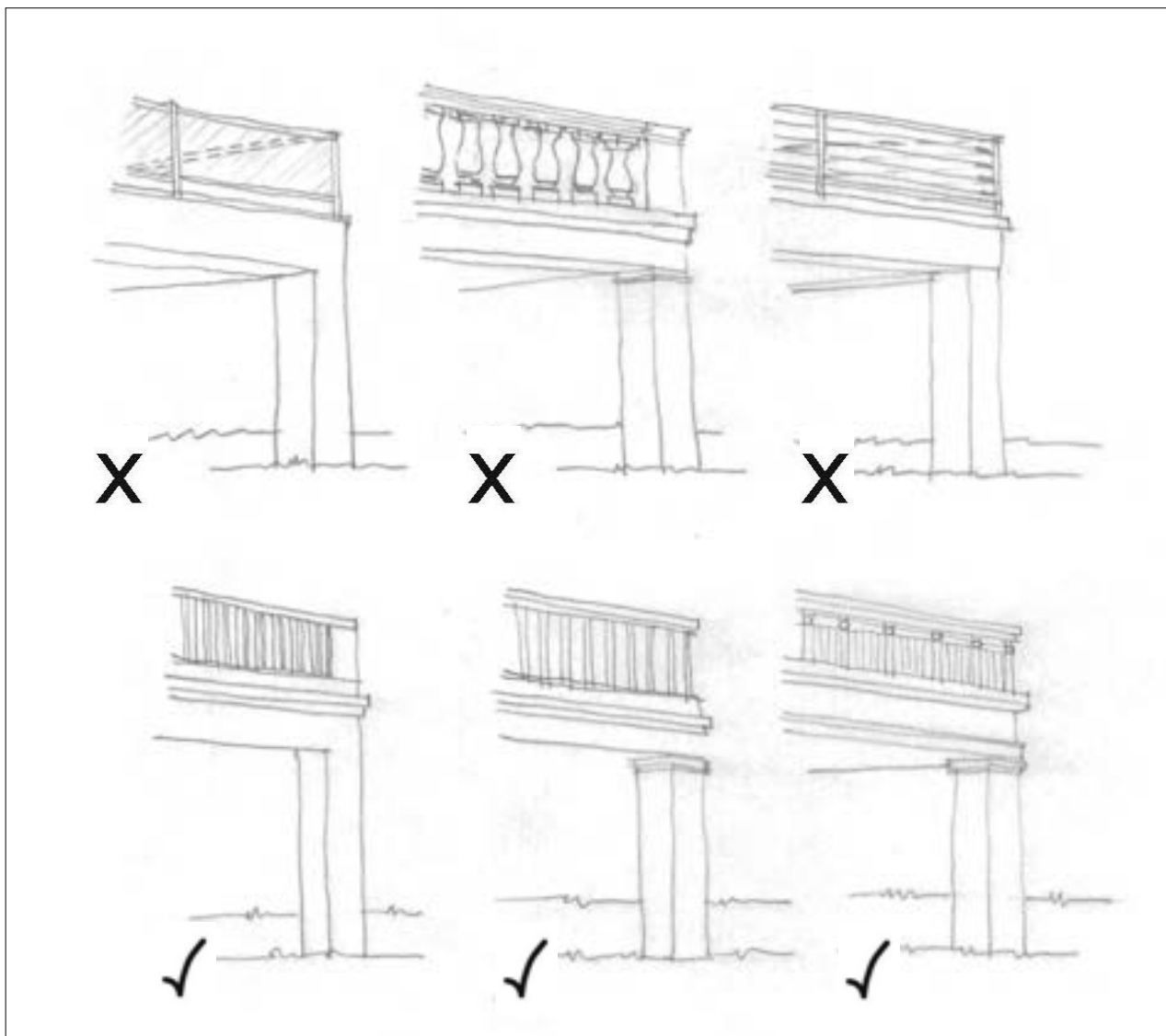
Premium or Classic

Item	Materials and Colours	Configuration	Comments
Eaves			
	Eaves shall be constructed in timber and/or approved fibre cement linings. Only approved metal fascia systems are permitted. No eaves are required for a roof above a verandah. A minimum 200 mm overhang is required to the bargeboard above gables to the front facade.	Eaves overhangs are mandatory, except to garages where a parapet is provided, or roof edges over garage walls on boundaries. Premium allotments: Eaves overhangs must be at least 600 mm. Classic allotments: Eaves overhangs must be at least 450 mm. Eaves must have either: Expressed rafter ends with lining boards, or Hardigroove or plygroove lining panels as above. Appropriate lining is to be used for eaves in accordance with BCA.	 Permitted  Not permitted
Fascias, Barge Boards and Gable Ends			
	Timber or metal fascia systems may be permitted. Gable end details such as finials are not permitted.	Fascias may be plain or beaded.	Square profile gutters, and gutters with ribbed profiles are not permitted.
Gutters			
	Gutters must be painted to match either the roof colour or the trim colours	Gutter profiles must be of the following profiles * Quad * ½ round * Ogee *Downpipes are to be rectangular or round. *Chain downpipes also permitted	Square profile gutters, and gutters with ribbed profiles are not permitted.
Chimneys			
Use of chimneys is encouraged; however, there are to be no exposed metal flues.	To match wall materials	Rectangular masonry or masonry effect shafts. Cowls as required for decorative gas log fires are permitted if the maximum projection of the cowl above the chimney shaft is not more than 300 mm.	Vane type cowls with projecting wings are not permitted

ACCESSORY ELEMENTS

VERANDAHS, PORTICOS AND SHADING DEVICES

Item	Configuration	Materials and Colours	Comments
Verandahs			
Size of Verandahs: Width: Premium Classic	Verandahs are mandatory, Verandahs must be open at both ends Minimum 40% of the width of the building facing the street Minimum 25 % of the width of the building facing the street Alternatively, a pergola of equal width may be substituted, if there is a usable paved terrace under. Verandahs may return to the side of dwellings, and protect side entry points.	Verandahs and/or pergolas are to be constructed of timber with trims and details painted in a single colour, in lighter tones. Fussy or elaborate picking out of detail is not permitted.	Verandahs of a habitable dimension are a fundamental part of the character of housing in traditional country towns. They provide a protected transition zone between the street and the building interior.
Size of Verandahs: Depth (Premium and Classic)	Minimum depth of 1.8metres Maximum depth of 3.0metres Permitted to extend further into the main volume of the building form to allow creation of screened outdoor rooms, sleepouts etc.		Verandah and portico structures must be constructed in such a way as to ensure that they are large enough to furnish and occupy.
Verandah roof forms	Verandahs may have a simple pitched roof, or concave curved roof. Bullnose verandahs are permitted on Townhouse allotments where the garage is at the rear of the lot and rear loaded allotments. The Bullnose must match the entire width of the façade, be constructed under the roof form and where the ceiling height is 2700mm minimum.	The roof of the bullnose must match the dwelling roof material.	The form of verandahs must be simple and not fussy in detail. Complex fretworks and lacework are not permitted.
Construction of: Columns and Beams	Posts: Timber verandahs to have timber posts not less than 110mm square. Fascias not less than 180mm deep. Posts may have stop chamfers, base and capital details, but not turned details. Columns: Masonry piers must be not less than 300mm square in plan. Verandah beams: Beams over masonry columns must align with the outside face of the piers or columns. All piers and columns must continue to the eave/roof line.		Verandahs should be constructed of substantial members to achieve a strong reading to the street.



Balustrade Designs

1. Non-compliant glass balustrade
2. Non-compliant moulded concrete or render balustrade
3. Non-compliant steel and wire balustrade
4. Compliant balustrade with masonry corner piers and timber balusters
5. Compliant simple timber balustrade
6. Compliant simple wrought iron balustrade

Also permitted:

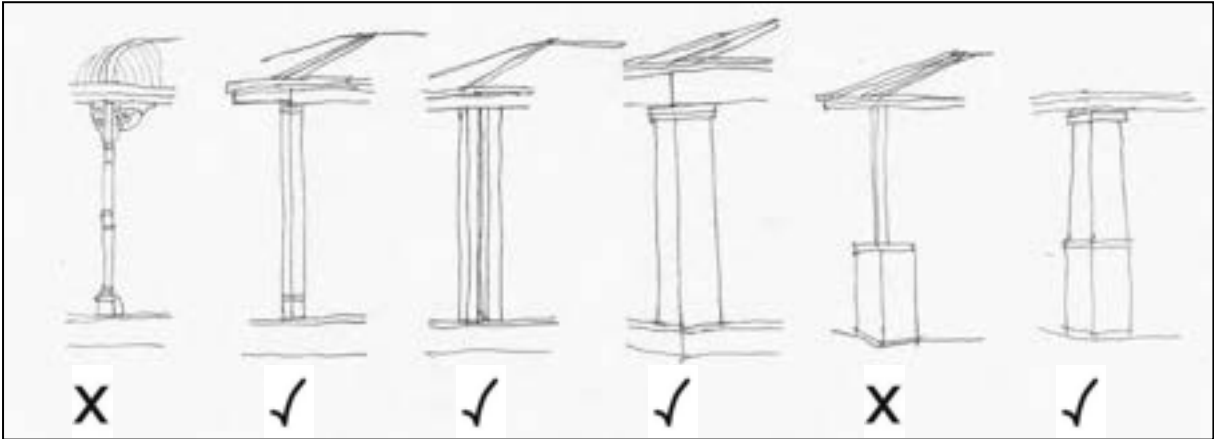
- Simple solid rendered balustrade
- Combination of simple wrought iron with masonry corner piers and deep handrail

Also, not permitted

- Ornate wrought iron, or any cast iron or aluminium panels
- 'Pool fence' style tubular metal balustrades

Item	Configuration	Materials and Colours	Comments
Balustrades			
	Balusters must be vertical. Spaces between balusters must not exceed 125mm The top rail must be a minimum of 1000mm above the finished floor level of the verandah The following balustrades will not be permitted: * Precast cement ornamental balusters * Glass balustrades * Aluminium or iron ornamental lace * Complex timber fretworks * Solid Rendered Balustrade	Wooden balustrades shall be painted a light contrasting colour to generally match windows and trims. Iron balustrades shall be painted black or dark grey. Wrought iron with simple vertical members (hollow or solid sections) are permitted.	
Pergolas			
	Posts to be minimum of 110mm square Beams not less than 180mm x 32mm timber.		Pergolas may be used in place of verandahs, particularly to north facing homes where a verandah may prevent the achievement of the required energy ratings. Pergolas must appear as a substantial and integrated part of the visual character of the home.
Porticos and Balconies	Double storey columns are not permitted. Two tiers of columns may be used if they are backed by two tiers of balcony or verandah. Classical style pediments are not permitted. Circular columns are not permitted Masonry columns must be square or rectangular in plan and have a minimum width of 300mm and a width to height ratio of 1:8. Columns must not be the total depth of the portico or balcony and must be free standing to allow useable access to the area.	Columns may have simple mouldings to top and base.	 Calculation – 1:8 345mm x 8 = 2700mm The minimum height of the column

Brick or rendered piers must not be used on the façade should the neighbouring property on either side have developer approval for a design with brick or rendered piers. Home designers and builders are strongly encouraged to use timber posts throughout the Eynesbury Township.



COMPLIANT AND NON-COMPLIANT VERANDAH POSTS



ACCEPTABLE DOUBLE STOREY COLUMN AND BALUSTRADE TREATMENT

Item	Configuration	Materials and Colours	Comments
Window Awnings			
		Fabric window awnings may be installed, colours may be plain or striped in bands not less than 50 mm wide on a white or off-white background.	
Shutters			
Use of shutters is encouraged, representing a traditional method of sun control and shading.	Shutters must measure half the width of the windows they adjoin, or must be capable of fully covering the window they adjoin. Blades must be not less than 45mm in width. Frames must be not less than 38 mm thick, base rails not less than 90 mm wide, side rails and head rails not less than 50 mm.	Shutters may be manufactured in Timber, PVC or metal. Colours must match window and trim colour. Rolling shutters however, are not permitted	Shutters, if used, must not have a flimsy 'louvre door' appearance and must at least appear to be capable of operation.
Mailboxes			
	Mailboxes must be integrated/concealed within the front fence and provided with street number identification.		

ACCESSORY ELEMENTS: SHUTTERS & AWNINGS



INTERGRATED LETTERBOXES:



General External Accessories

The following items must not be visible from the street, reserves or the golf course.

- Clothes lines
- Split system air-conditioning equipment
- Rubbish Bins
- In-window air conditioners
- Above ground swimming pools

The following items may be visible from the street, but consideration should be given to sensitive siting of these structures:

- Solar panels
- Recreation and play equipment
- Evaporative Cooling Units – To be low profile and located towards to the rear of the dwelling.

**BUILDINGS FOR VEHICLE STORAGE
GARAGES, CARPORTS & DRIVEWAYS**

Many of the allotments at Eynesbury feature rear access lanes, freeing the street frontages from the imposition of garages and the associated crossings and driveways. However, for those allotments that have street frontage access to garages, the following design rules apply:

- The maximum width of the garage facing the street is 6.5 metres – larger garages will be considered on their individual merit. They are to appear as an extension to the façade using windows or similar. ***Garages are not to dominate the façade.***
- The garage is to be setback a minimum 960mm from the primary façade of the house
- The garage must match the materials and finishes of the house.
- The roof line of the garage should be attempted to be separated from the roof line of the dwelling
- The garage roof pitch is to match the pitch of the roof to the house, or where a flat roof is provided, a simple (straight) parapet must be provided to conceal the roof as viewed from the street frontage. See Roof Forms Section for more details.
- Garage eave overhangs are to match the overhang of the house. Detached garages must have eaves overhang not less than 450mm.
- Triple garages are permitted on allotments facing rear laneways and on allotments over 20 metres wide. On Front loaded allotments, triple garages must comprise of either one double and one single garage element or three single garage elements with a column or pillar dividing at least two of the elements. The third garage must be setback a minimum 960mm behind the main car garage.

Garages located on lanes or side boundaries must comply with the following controls:

- The garage must be constructed in the same material and palette as the house design
- The garage may have a pitched roof matching the detail and finish of the house, or a flat roof concealed by a parapet (controlled zone only). See Roof Forms Section for more details.
- If a parapet wall treatment is desired above the garage door, the parapet wall must wrap around the sides of the garage extending back not less than 1 metre with a well resolved transition to the pitched roof behind.
- On large lots the garage may be detached and accessed by a drive down the side of the house. If located towards the rear of the lot, fencing and gates must be provided.

Item	Configuration	Materials and Colours	Comments
Garage Appearances			
	Garages are to appear as structures separate to the dwelling, and must not visually dominate the dwellings. Garages shall match the general character, proportion and detail of the dwelling facades style. Long, horizontally proportioned garage doors are not permitted.	Garage doors are to be constructed of timber with a paint finish, or metal as below. Panel lift doors may be constructed in metal but must have a smooth finish. Roller doors are not permitted.	Garages in traditional urban environments are generally either placed to the rear of the site and accessed by a long driveway, or accessed from a lane at the rear of the property. The objective of this control is to ensure that garages do not dominate the presentation of houses at Eynesbury, and that they integrate with the visual character of the precinct.



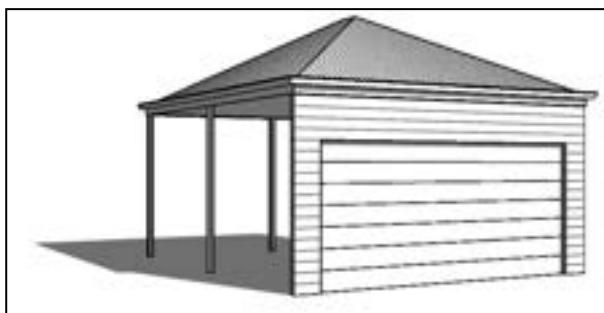
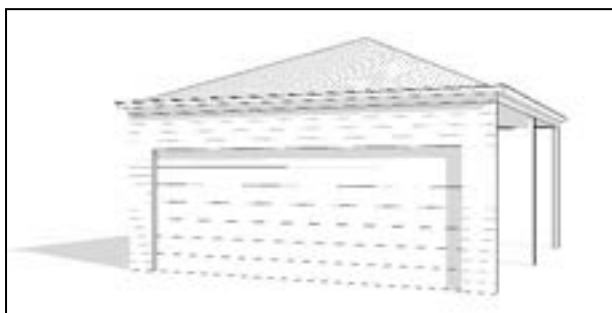
NON-COMPLIANT ROLLER DOOR



COMPLIANT PANELLIFT DOORS



Item	Configuration	Materials and Colours	Comments
Accessory Units			
			Accessory units (ie. student bedrooms or self-contained flats) located on the rear lanes positioned over the garages, are encouraged. Accessory units must comply with the siting guidelines and be designed to match the building facades, in colour and detail.
Carports			
	Carports must be designed with a pitched roof to compliment the façade detail. Carports must only accommodate one car, or two in tandem configuration. Larger forms of these structures are not permitted.	Colours are to match that of the dwelling.	The Eynesbury Style discourages double carports unless in a tandem configuration.
Driveways			
'In' and 'out' driveways	In and out driveways are generally discouraged on all allotments, however the DRP may consider proposals for larger allotments.		
Treatments for Driveways	Driveways must be appropriately edged and adequately landscaped to edges.	Acceptable surface treatments include: *Washed aggregate concrete in stone and grey tones - precast borders optional *Precast pavers in sandstone or light grey tones *Gravel *Granitic Sand *Brick pavers (selected from the materials list) *Plain coloured concrete (Classic allotments only).	



ACCEPTABLE CARPORT DESIGNS



ACCEPTABLE DRIVEWAY MATERIALS

EXTERNAL STRUCTURES

Item	Configuration	Materials and Colours	Comments
Outdoor Structures			
	Outdoor structures are permitted in rear yards, including * Sculptures * Landscape features * Cubby houses and sandpits * Glasshouses * Garden Pergolas * Pool Enclosures * Pools Outdoor structures are permitted in front yards, but limited to: * Small landscape features		Where a pool is adjacent to the Golf Course, appropriate screening is to be provided for privacy
Garden Sheds	Detached Garden sheds are limited to: 3m wide x 6m deep x 2.4m high to the top of the eave/gutter They are to be located within the building envelope. Garden sheds must be pitched to match the dwelling pitch or less	They are to be constructed in colorbond or similar, in colours that complement the dwelling	Details are to be supplied to the DRP for approval including heights, materials and locations Any sheds constructed with an area greater than 10m² must obtain a building permit.
Outbuildings	Detached outbuildings are permitted on lots that are greater than 799m² in area. The outbuilding must be built within the building envelope. Maximum plan dimensions are 6m x 12m. Roof pitch must match the main dwelling. Overall height must not exceed the main dwelling.	Roof and wall materials and colours must match the main dwelling.	Details are to be supplied to the DRP for approval including heights, materials and locations

LANDSCAPING DESIGN CODE

The landscape character at Eynesbury will be generated by three components:

- The existing landscape assets, including significant retained elements such as the Grey Box Woodland.
- New landscaping to public areas such as streetscapes and public parks
- Landscape on privately owned allotments

The first two elements will be installed, maintained and managed by Eynesbury Property Development Pty Ltd, and later by the City of Melton. Private gardens are to be maintained and managed by individual allotment owners. The following regulations and guidelines apply only to landscape on private allotments.

The Landscaping Objective at Eynesbury is to protect and enhance the both the rich cultural historical and environmental significance of the area. The guidelines are implemented to successfully develop a consistent Eynesbury character, and to ensure that vegetation selection and arrangement is appropriate to the development of the Eynesbury Township.

The controls relate to the visual and environmental sensitivity of the site and the desire to build upon the rural aesthetic, homestead character and respond to the adjacent Grey Box Woodland and Werribee River.

1. STREETSCAPES

The streetscape at Eynesbury is viewed as an extension of the residential landscape, and will continue the commitment shown to the locally indigenous vegetation. The blending of streetscape and residential gardens is viewed as integral to developing a consistent Eynesbury character.

2. DESIGNING YOUR GARDEN

Private gardens designs must consist of a minimum of 20% permeable areas. Gardens must be designed with a balance of both lawn and plant species. A minimum of 60% of plants used in the front garden should be locally indigenous plant material. Your garden must be a suitable response to the blending of native and exotic plant species, characteristic of the Australian Country Town character. The use of irrigation systems connected to the recycled water mains is encouraged.

The Eynesbury Township has been designed to suit the nature of the existing Grey Box Woodland. A prohibited plants listing has been created, to avoid introducing potentially damaging weed species.

Synthetic or 'fake' grass is not to be used in areas that are visible to public view.

Landscaping to the front of your home must be completed within 6 months of the certificate of occupancy being issued. Refer to your contract of sale for landscaping rebates.



A P P E N D I C E S R E L A T I N G T O M A N D A T O R Y C O N T R O L S

The following Appendices are Referenced in the Eynesbury Regulations and controls. They are essential supporting documents to the Regulations and Controls

APPENDIX 1 Examples of Application of the Eynesbury Code

APPENDIX 2 Landscape Design Guidelines and Controls

APPENDIX 3 Examples of Garden Designs

APPENDIX 4 Recommended Plants List

APPENDIX 5 Prohibited Plants List

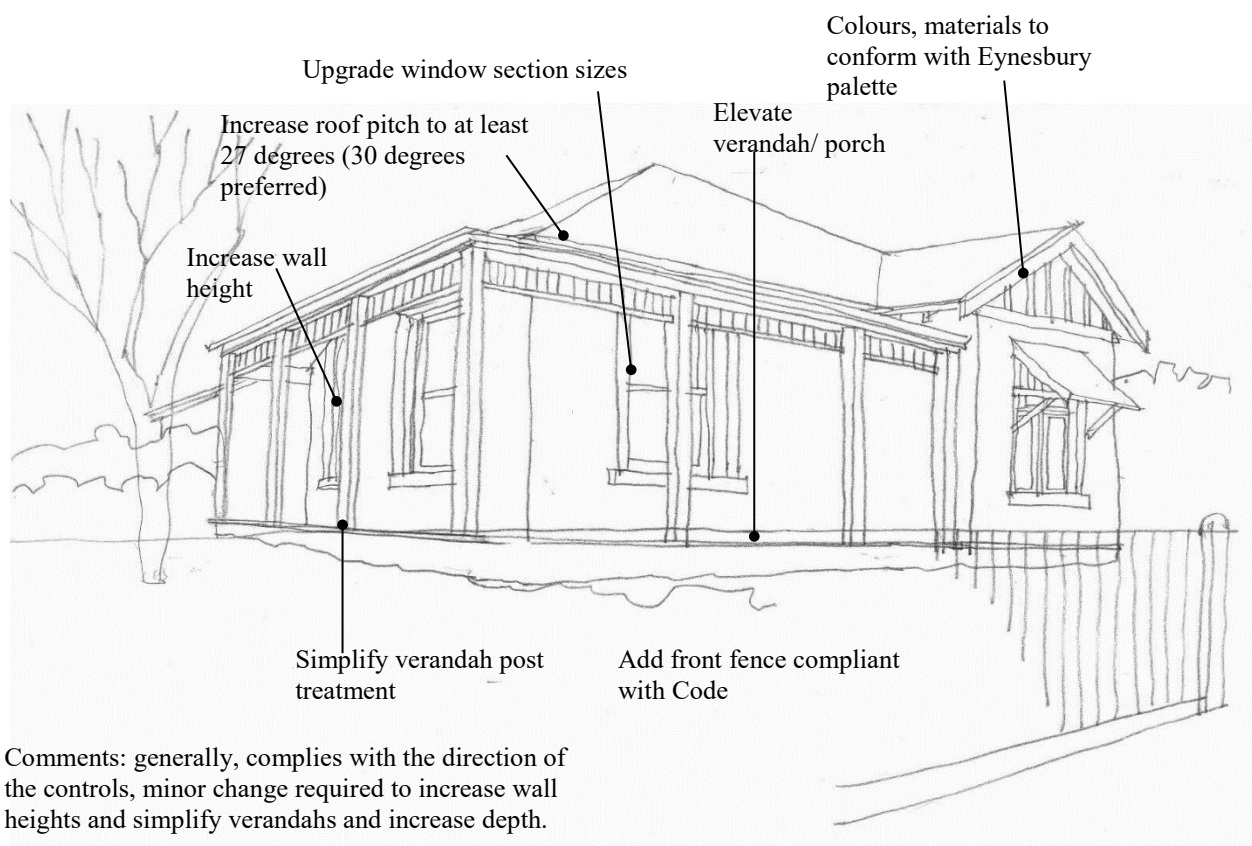
A P P E N D I X 1 . E X A M P L E S O F T H E A P P L I C A T I O N O F T H E E Y N E S B U R Y C O D E

The following illustrations show standard contemporary residential designs altered to meet the Eynesbury Code. The annotations highlight areas of non-conformance addressed by the design alterations. In most cases existing designs that are based on a traditional building vernacular can, with some care, be adapted to be compatible with the Australian Country Town character mandated by the Code.

TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



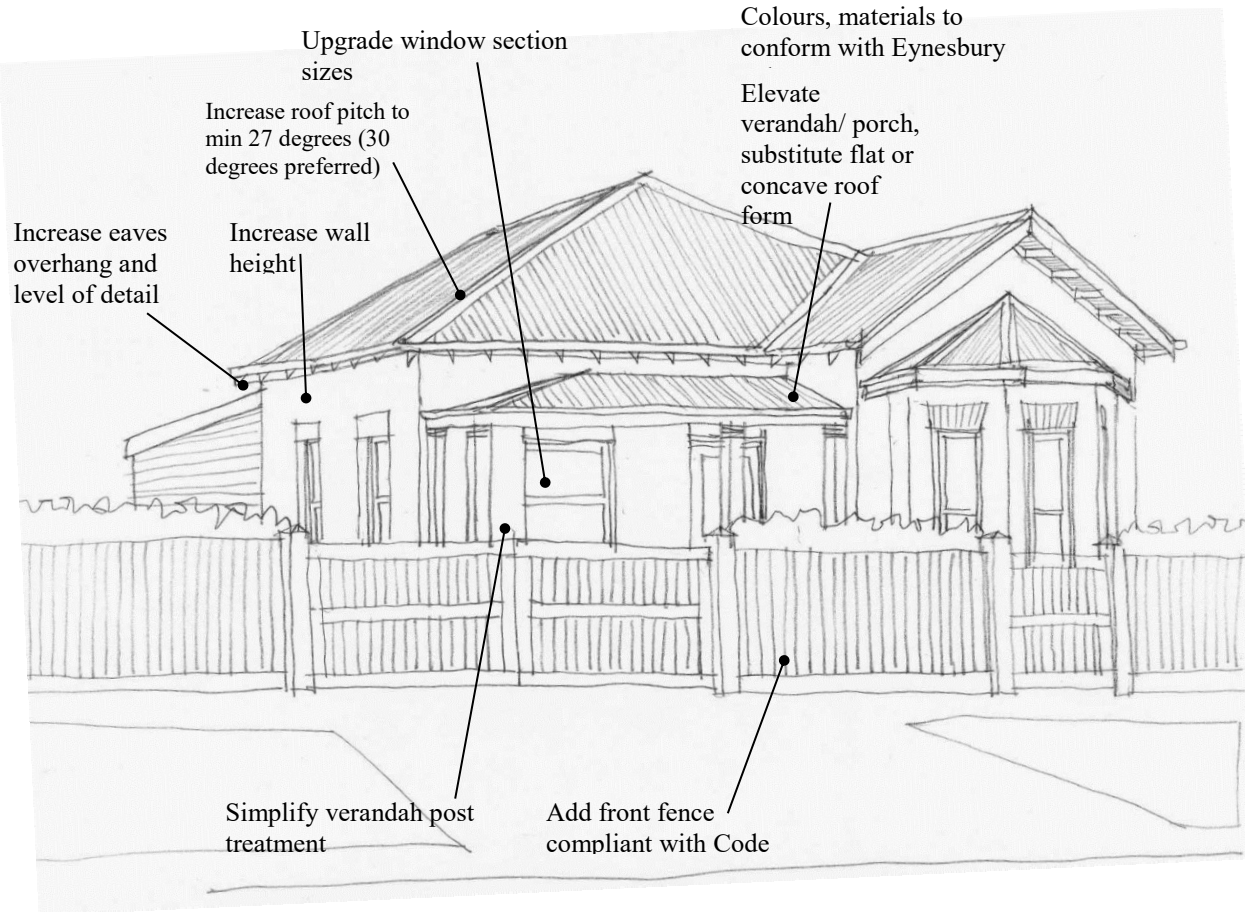
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



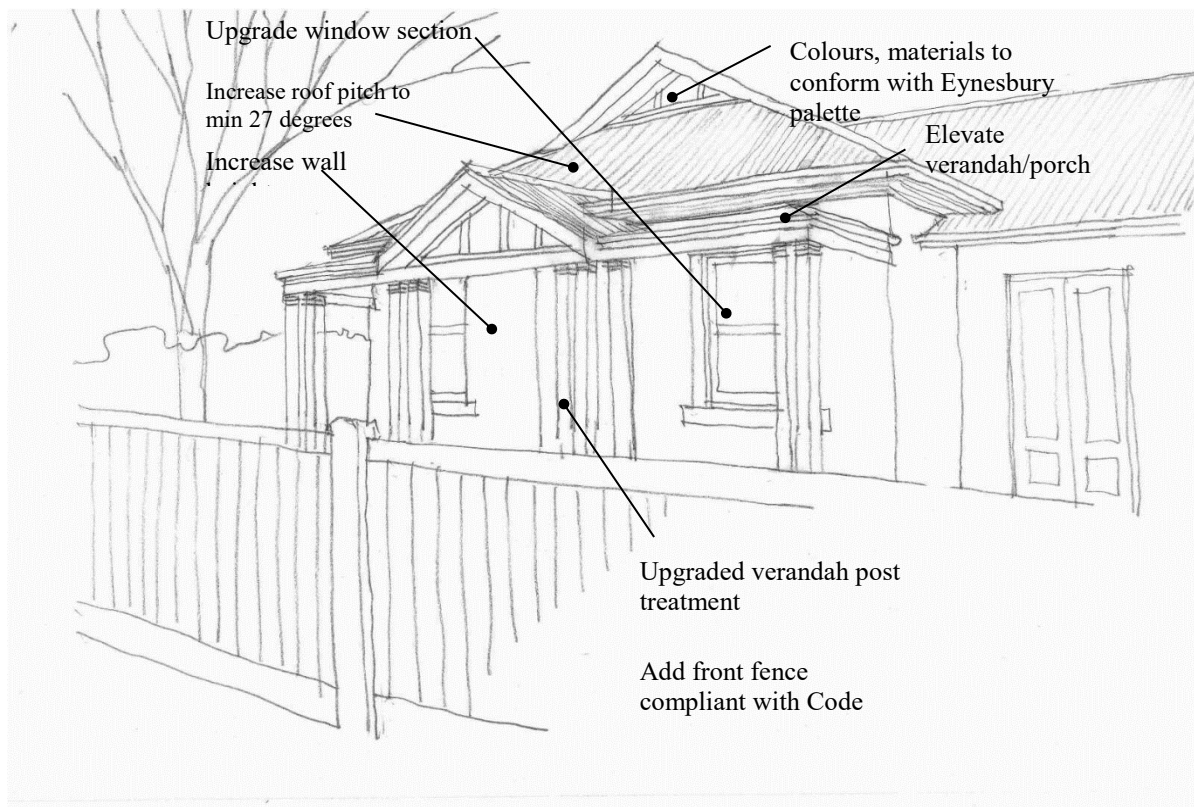
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



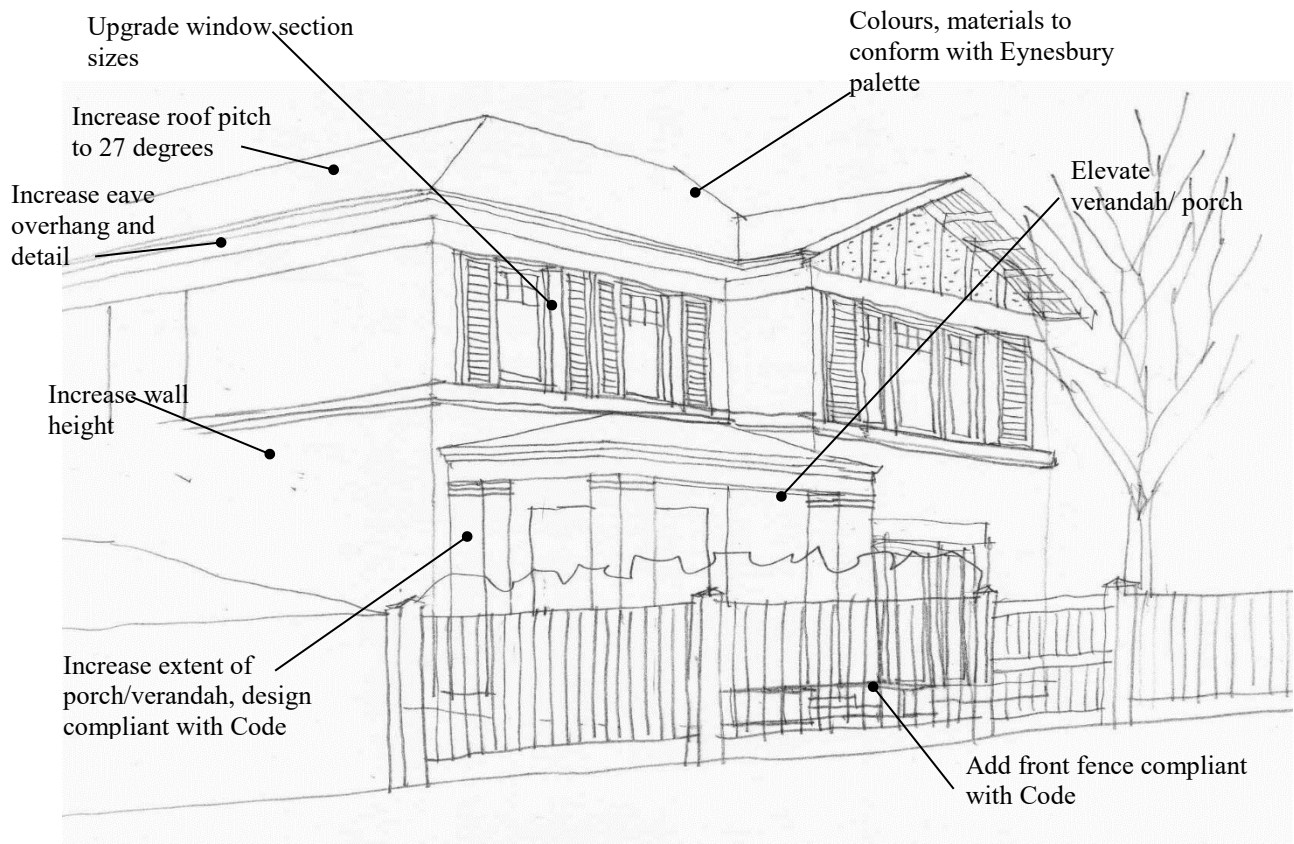
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



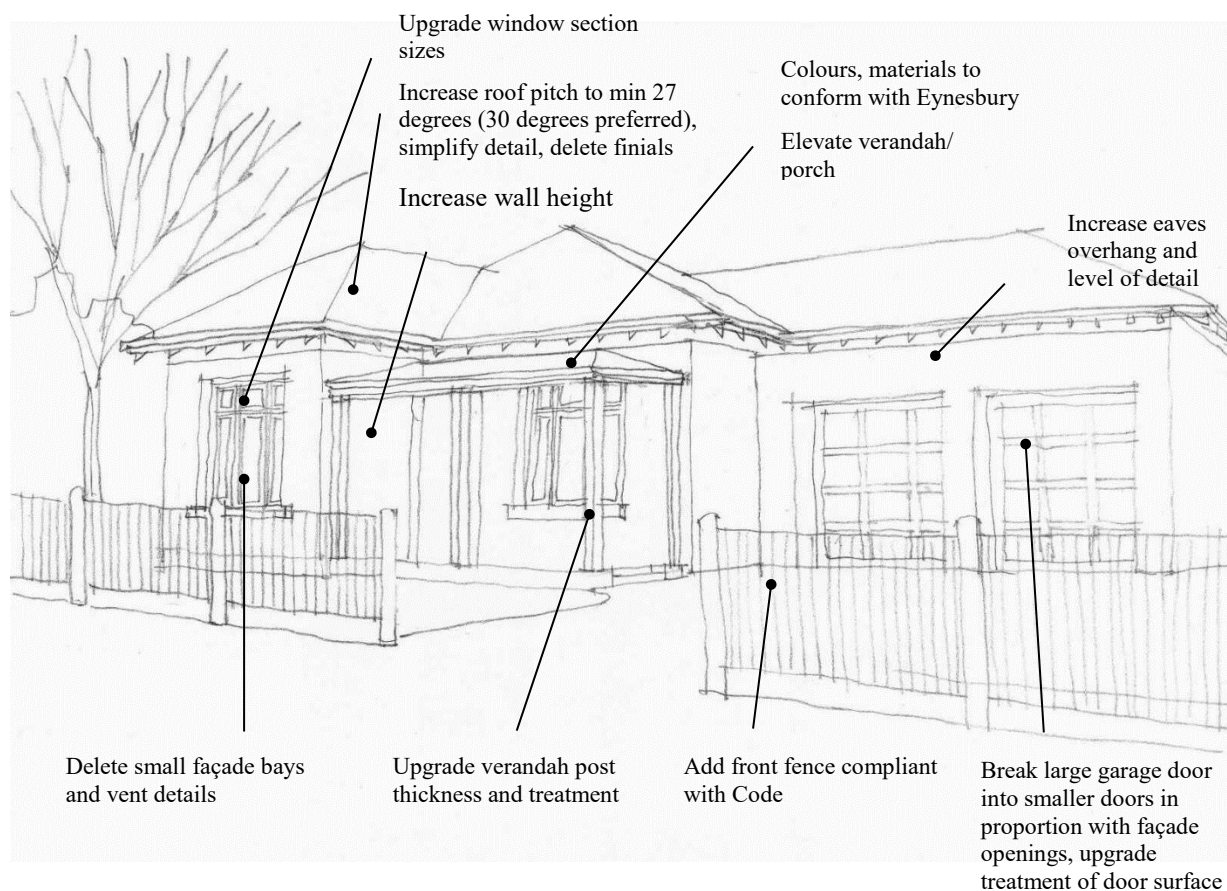
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



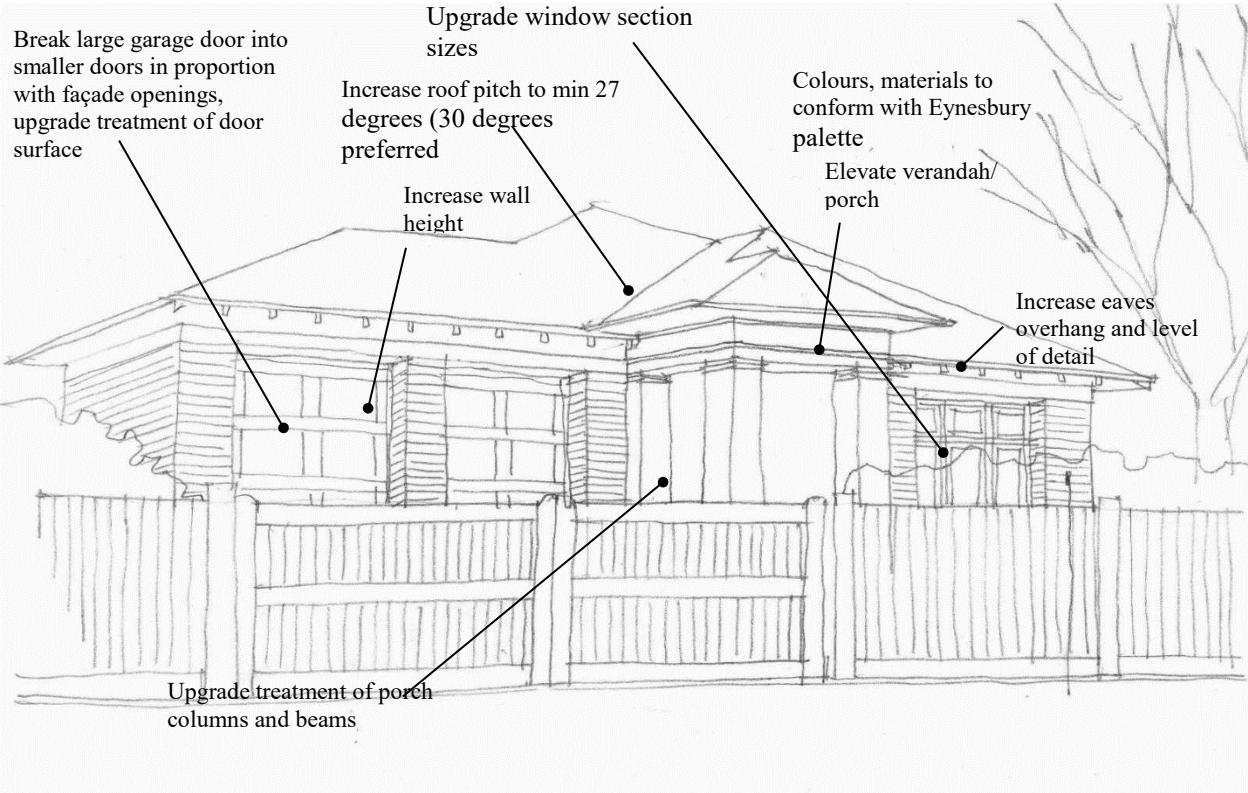
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



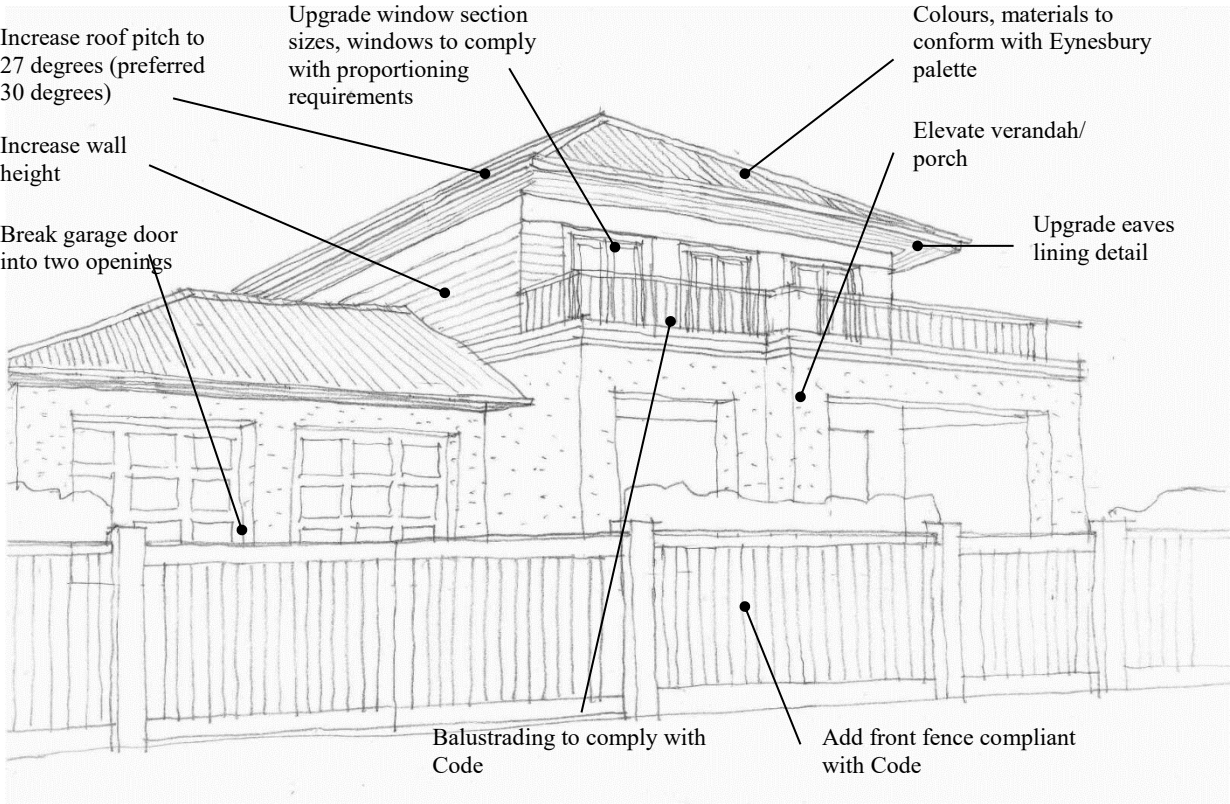
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



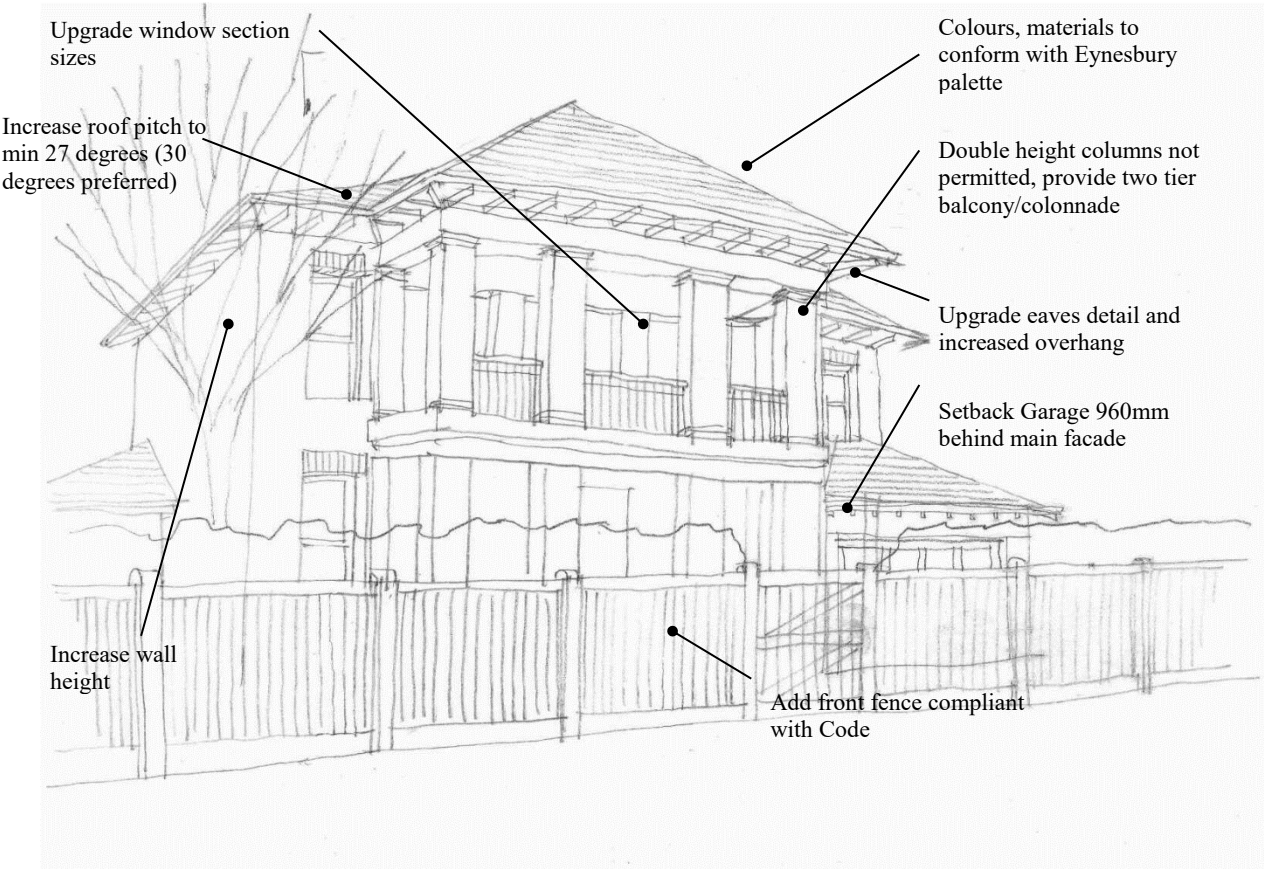
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



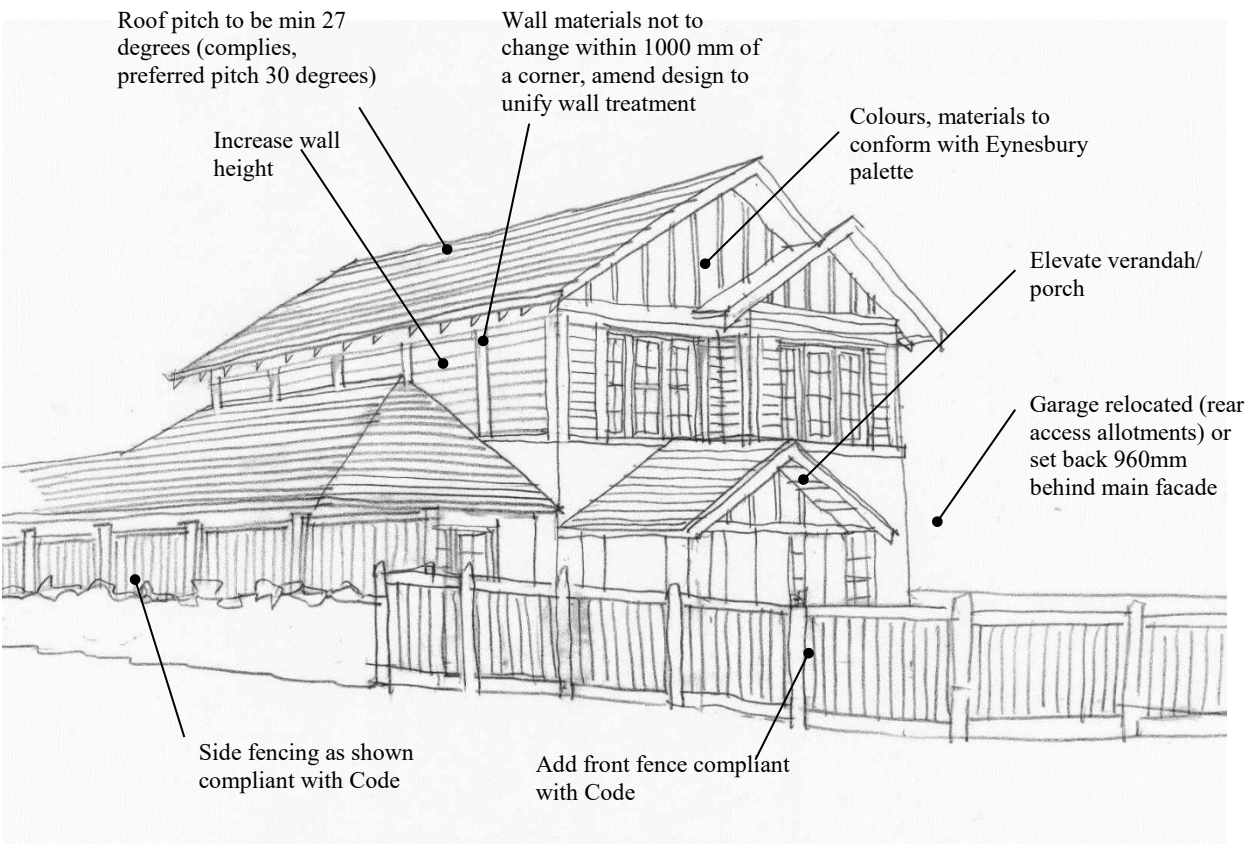
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



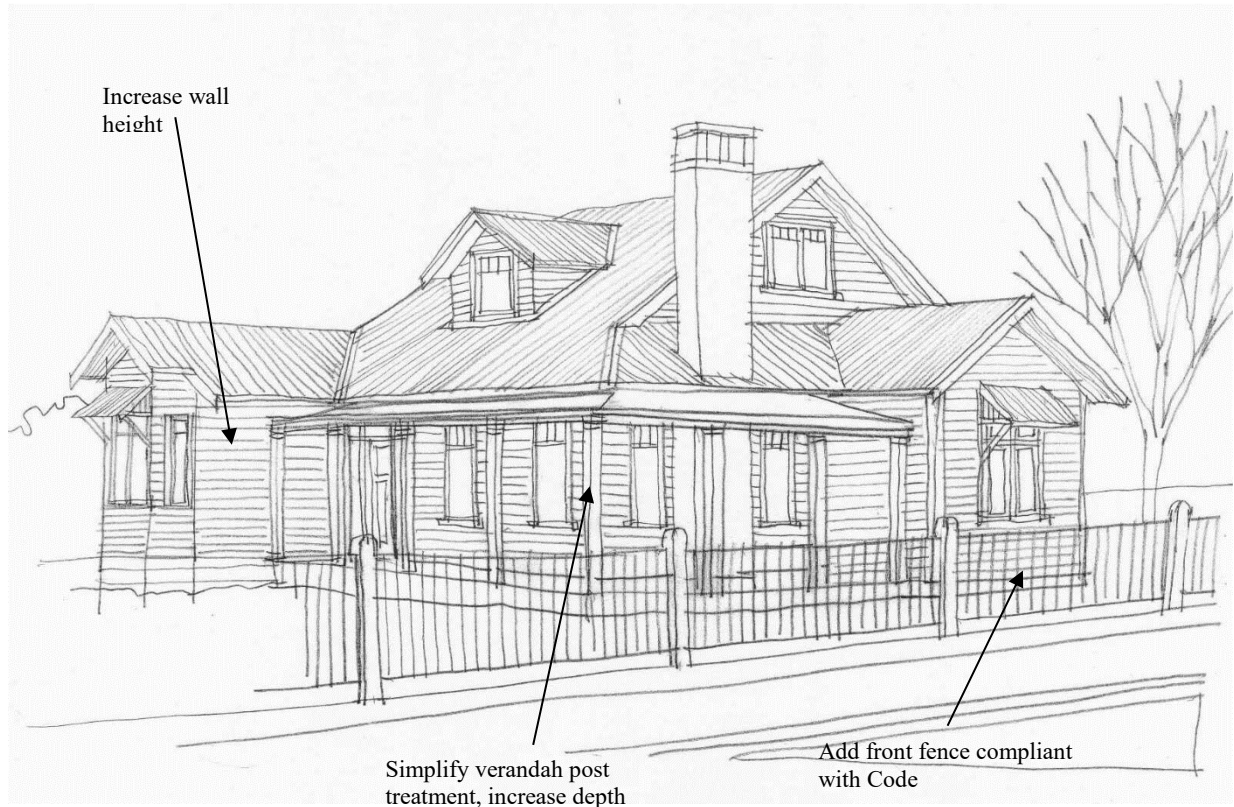
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



APPENDIX 2 LANDSCAPE DESIGN GUIDELINES AND CONTROLS



A 2.1 EYNESBURY LANDSCAPING PRINCIPLES & VISION

Eynesbury is a site of both historical and environmental significance. It is the desire to protect and enhance these rich cultural and environmental sites that the landscape vision draws inspiration.

The following guidelines and vegetation controls aim to establish a framework for the successful development of a consistent Eynesbury character, and to ensure that vegetation selection and arrangement is appropriate to the development of the Eynesbury Township.

The controls relate to the visual and environmental sensitivity of the site and the desire to build upon the rural aesthetic, homestead character and respond to respond to the adjacent Grey Box Forest and Werribee River.

A 2.2 STREETSCAPES AT EYNESBURY

The streetscape at Eynesbury will be characterised by informal and dense native tree plantings that form a continuous canopy along the road.

Additionally, the streetscapes may where appropriate feature the addition of rain gardens/bio-depressions. The rain gardens will collect and partially treat road run-off, while creating an attractive landscape feature. They will be edged with local stone and planted with grasses tussocks and sedges.

The streetscape at Eynesbury is viewed as an extension of the residential landscape, and will continue the commitment shown to the locally indigenous vegetation. The blending of streetscape and residential gardens is viewed as integral to developing a consistent Eynesbury character.

A 2 . 3 V E G E T A T I O N C O N T R O L G U I D E L I N E S

R E S I D E N T I A L

1. To help achieve the Eynesbury landscaping principles and vision, locally indigenous plant material should comprise a minimum of 60% of the total plant material used in residences. To preserve the local genetic pool all indigenous material should be of local provenance.
2. To avoid introducing potentially damaging weed species, the Eynesbury Prohibited Plant List is to be strictly adhered to. Effort should be made to eradicate any occurrence of prohibited species in a timely and thorough manner.

Whilst the majority of the following guidelines are in general flexible standards and subject to the discretion of the Site Liaison Officer, the above controls are to be adhered to.

A 2 . 4 C L I M A T E & S O I L S

Although there is often significant local variation in soil types across the Basalt Plains. The soils present at Eynesbury are relatively rich, the result of the many lava flows in the last million or so years from the volcanoes that occurred to the north and west of Melbourne.

These soils are most typically heavy clays, easily waterlogged and often have many lava rocks on or close to the surface. These soil characteristics do not support vegetation well through extended drought periods because of their immense adsorptive capacity. Winters on the plains are often cold and frosty: summers hot and dry. Sub zero nights occur in winter, while temperatures in excess of 38°C with hot, dry north-westerly winds can be expected in summer. Rainfall is spread fairly evenly throughout the year. Falls of between 500-550mm per annum is typical to Eynesbury, which is well below the Melbourne average.

A 2 . 5 T H E B E N E F I T S O F G R O W I N G I N D I G E N O U S P L A N T S

Aside from their ecological benefits, indigenous plants should be planted for their wonderfully diverse and attractive forms. In recent times we have learnt a lot about indigenous and native plants. We better understand their adaptation to local climates and soils, and even their complex relationships to a particular local species. We know that because of their local adaptations that a well-designed indigenous garden will require less maintenance, less water and less work, than a conventional garden.

Take a walk through your local indigenous plant nursery and you will discover a wide range of spectacular flower, bark and foliage types, the rival of most exotic species. More importantly for the home gardener the array of species available today no longer means that going indigenous, unfairly limits your choice of garden style or expression.

Indigenous plants can be used to create a variety of formal and informal garden settings. Indigenous plants have been used to striking effect in gardens ranging in style from cottage to courtyard, to contemporary designs. With very little effort you'll find an indigenous plant perfect for your border, fence, trellis, rockery, lawn or container. The options are endless.



Banksia marginata
Silver Banksia



Chrysocephalum semipapposum
Clustered Everlasting
A valued source of nectar for adult butterflies



Wahlenbergia communis
Tufted Bluebell
Excellent species for massed effect. A great addition to either bush or cottage gardens.

A2.6 PLANNING YOUR GARDEN

A2.6.1 EXISTING CONDITIONS

All great gardens have one thing in common, planning. The most important features to consider are those that determine whether your plants live or die. A basic plan of your house and lot is a great place to start. Begin by roughing out the area to scale and identifying north. Next, mark in any existing features, like building envelopes, driveways, taps or existing plants that will be retained. Finally consider the micro-climatic conditions that are prevalent across the site. Identify which portions of the garden are likely to receive sun or shade, additional moisture or even greater exposure to prevailing winds.

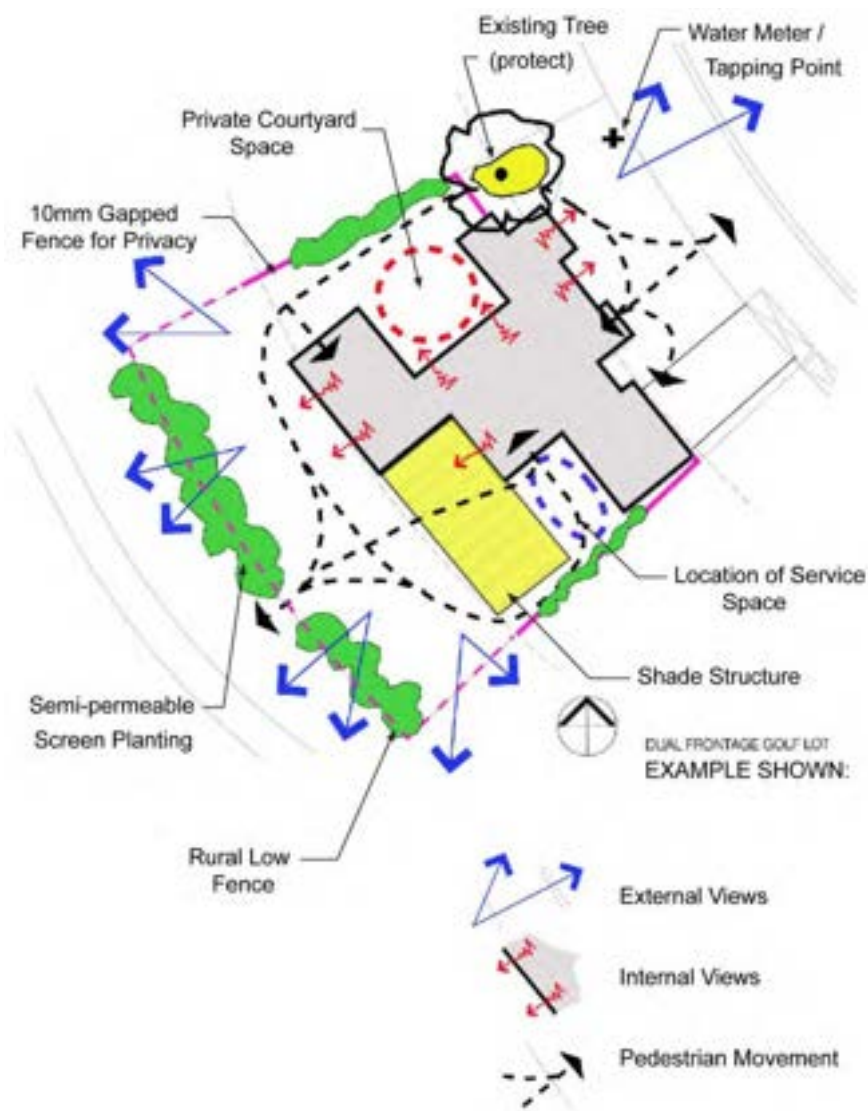
A2.6.2 DESIGN STYLE

Once the existing conditions are identified, design can begin. Start by considering how the space might be used, by who, and what style and form it might take. Look around for ideas. If unsure, magazines and gardening books can be a great source of inspiration.

When choosing a style, locate the major elements that will define your garden and select plants that will suit the spaces. Some examples of how this might work are included in the following pages, Section 6.3.

- Use plant size at maturity as a guide to prevent over-crowding.
- Pay particular attention to the stated growth requirements or tolerances of the plants you are considering.
- Some may prefer a full sun aspect but may tolerate some shade.
- It is important to match the microclimatic conditions of your garden with the plants you select.

SAMPLE EXISTING CONDITIONS PLAN



A2.7 EXOTIC PLANT SPECIES & EYNESBURY

While the Eynesbury landscape aims to promote the use of indigenous species, exotic plants are not prohibited with the exception of those contained within the Prohibited Species List.

There are a number of circumstances where exotic species useful in design. Deciduous trees can provide protection to patio or entertaining areas in summer, while also enabling desirable light to enter in winter. Deciduous vines can have a similar effect.

Additionally, exotic species can create stunning contrasts when used in conjunction with native species. A selection of those deemed most suitable are included in Section 6.5 Approved Plant List.



Parthenocissus quinquefolia
Virginia Creeper



Kniphofia 'Winter Cheer'
Red Hot Poker



Hebe
'Wiri Jewel'



Eucalyptus caesia subsp. Caesia
Silver Princess

A 2 . 8 P L A N T S O U R C I N G

Local native plants are most commonly available from specialist plant nurseries in the western region. These nurseries typically propagate their stock from plant material sourced from within the region. This is an important distinction, as many species are widespread. Plants bearing the same name, but not grown from local seed are often common to nurseries. The planting of these non-indigenous plants is discouraged as their inclusion can result in the contamination of the local gene pool. The consequence of such contamination can be the eventual loss of often unique local plant forms that have evolved over many thousands of years. Additionally, the non-local forms may not feature the same adaptations and fail to prosper in the landscape. Useful local nursery contacts are provided below.

A 2 . 9 P L A N T I N G

1. Remove all weeds from the area, and cultivate lightly.
2. Prior to planting, water both the planting hole and pot thoroughly. When soils become dry they can be difficult to re-wet.
3. Gently remove the plant from the pot, taking care to support both its aerial shoots and its root system.
4. Inspect the root system for signs of any roots that are girdling and either tease these gently or sever them cleanly, and remove.
5. Site the plant to its correct depth so that the finished surface of the potted soil sits flush with that of the surrounding and backfill, gently firming the soil in place.
6. Create a well around the newly planted specimen and water.

A 2 . 1 0 M U L C H I N G

The use of organic mulch is recommended. Mulches aid with initial weed suppression and help to retain soil moisture, particularly in the dry summer months. A layer of decomposed bark or similar is ideal, and should be spread evenly to depth of between 50-75mm for maximum effect. However, many other suitable products are available and perform the same function. Others worthy of consideration include decomposed granite, pebbles or scoria, mushroom products and sugar cane mulches.

A 2 . 1 1 H O W T O B E S T P L A N T & M A I N T A I N I N D I G E N O U S F L O R A

At Eynesbury, the cooler, wetter months from May through October offer the best opportunity to establish plants with a minimum of effort. However, given regular irrigation throughout the summer, then spring or summer can prove successful and offer rapid growth. The addition of water storing granules and a good mulch layer at planting will aide establishment, as will ongoing weed management. While indigenous species have evolved with the local soils, in some cases soil improvement may be required. On heavy clays, the addition of gypsum will benefit plant growth, helping to break up the soil. While similarly coarse sands may require the addition of organic matter to aide with water retention and nutrient supply.

Although indigenous plant species often require less maintenance than non-local species, they still require some care. Natural bush is shaped continuously by processes such as grazing and wild-fire. Processes that many species respond to with renewed vigor. Consequently, pruning can benefit the indigenous garden. Like grazing, pruning promotes new vigorous growth and helps with the maintenance of a compact shape. Similarly, while indigenous plants often possess useful climatic adaptations, in general it will be necessary to water newly planted specimens over at least the first summer to ensure establishment.

A 2 . 1 2 O P T I O N A L I R R I G A T I O N S Y S T E M

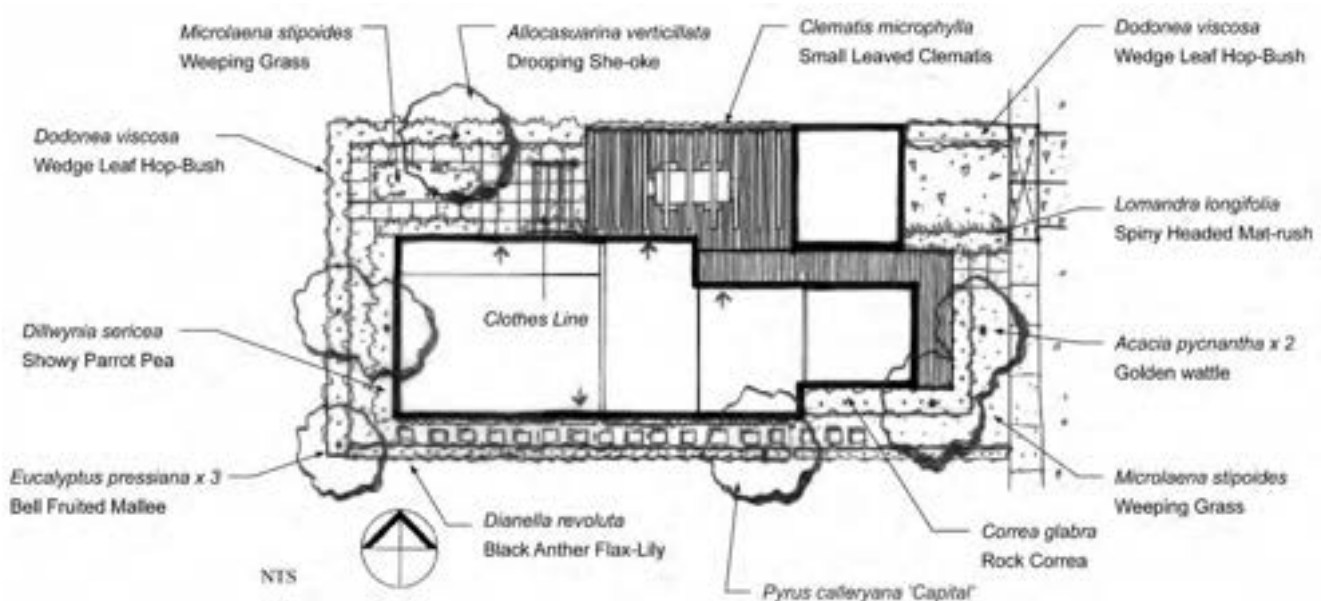
Another consideration when planning your new garden is whether or not to install an irrigation system. Irrigation systems can prove to a great time saving device. Automatic systems can even look after your garden in your absence as well as saving water. Information on what type of system best suits your needs can often be obtained directly at point of sale.

APPENDIX 3. EXAMPLES OF GARDEN DESIGNS

A 3.1 EXAMPLE GARDEN DESIGNS

The following four designs are representative of the diversity of garden styles achievable using an indigenous plant palette. The designs are examples of what is possible within the bounds of a front or rear yard. They provide a useful guide to plant spacing, species selection and some possible plant combinations you might like to try.

A 3.1.1 EAST - WEST ORIENTATED LOT FORMAL DESIGN STYLE

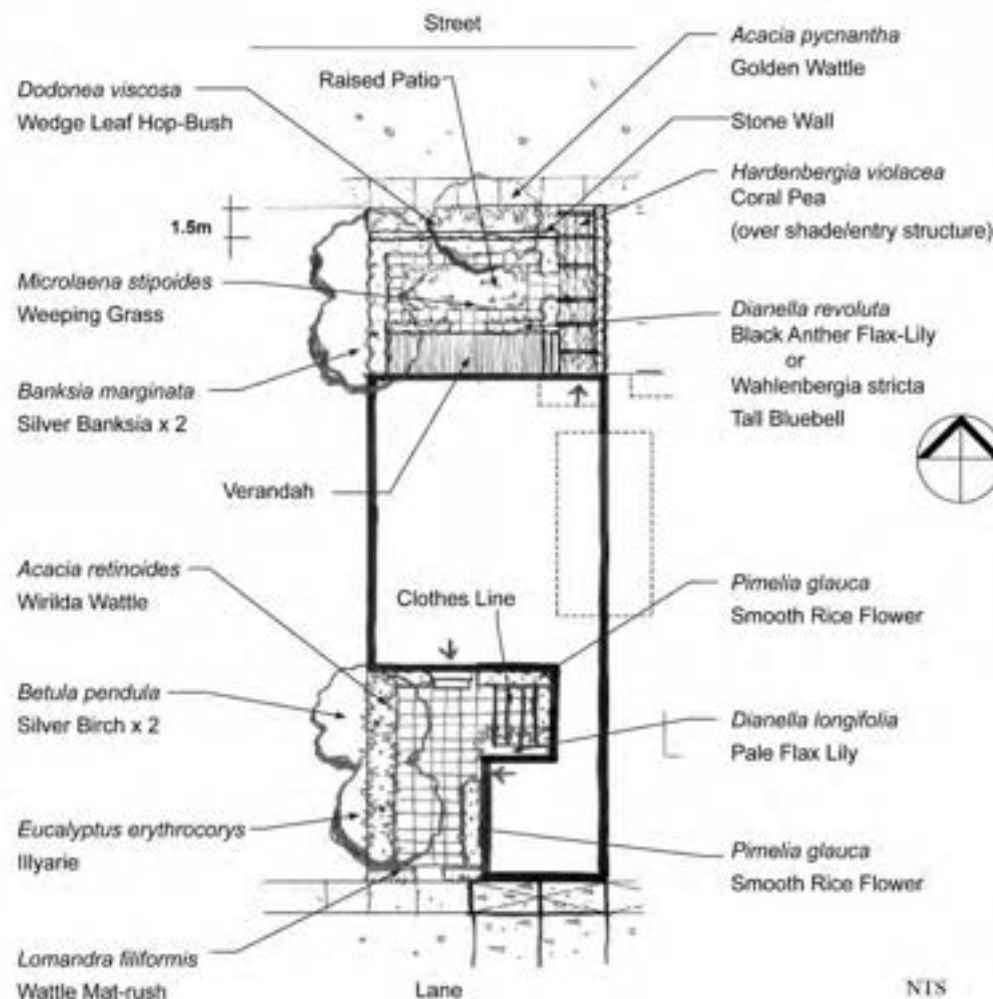


The design features strong lines and a rigid geometrical base. It combines clipped shrubs with contrasting architectural foliage's. The plant palette is intentionally simple. Where screening is required dense shrub species like Dodonea have been used. Bordering the deck with covered pergola where space is at a premium, Clematis is grown on a trellis to create privacy. Alternatively, the use of deciduous vines like Parthenocissus may prove useful in situations like this where protection from summer sun is sought but natural light prized in winter. Where lawn would normally feature Microlaena has been substituted. Patios and decks are a fantastic location for potted flowers herbs or striking exotics. The result is a low maintenance garden with a focus on outdoor entertaining. The Clothes line depicted is of the fold-away variety and is positioned in the rear courtyard to limit its visual impact.

A 3.1.2 NORTH FACING TERRACE LOT COURTYARD STYLE

Not unlike the previous formal garden in arrangement the courtyard style differs primarily due to its reduced size and the intimate nature of its spaces. The plant palette is simple, with much of the planting positioned around the garden edge to maximise useable space.

The northern boundary features a clipped hedge of *Dodonea*, behind which a 500mm stacked rock wall is positioned as per the required setback. The effect is the creation of a semi-private space. In addition, both the front verandah and finished patio level are raised to provide a sense of ownership for the occupier. *Microlaena* has been used a lawn substitute. This could be partially paved with *Microlaena* planted between the pavers to soften the finish.



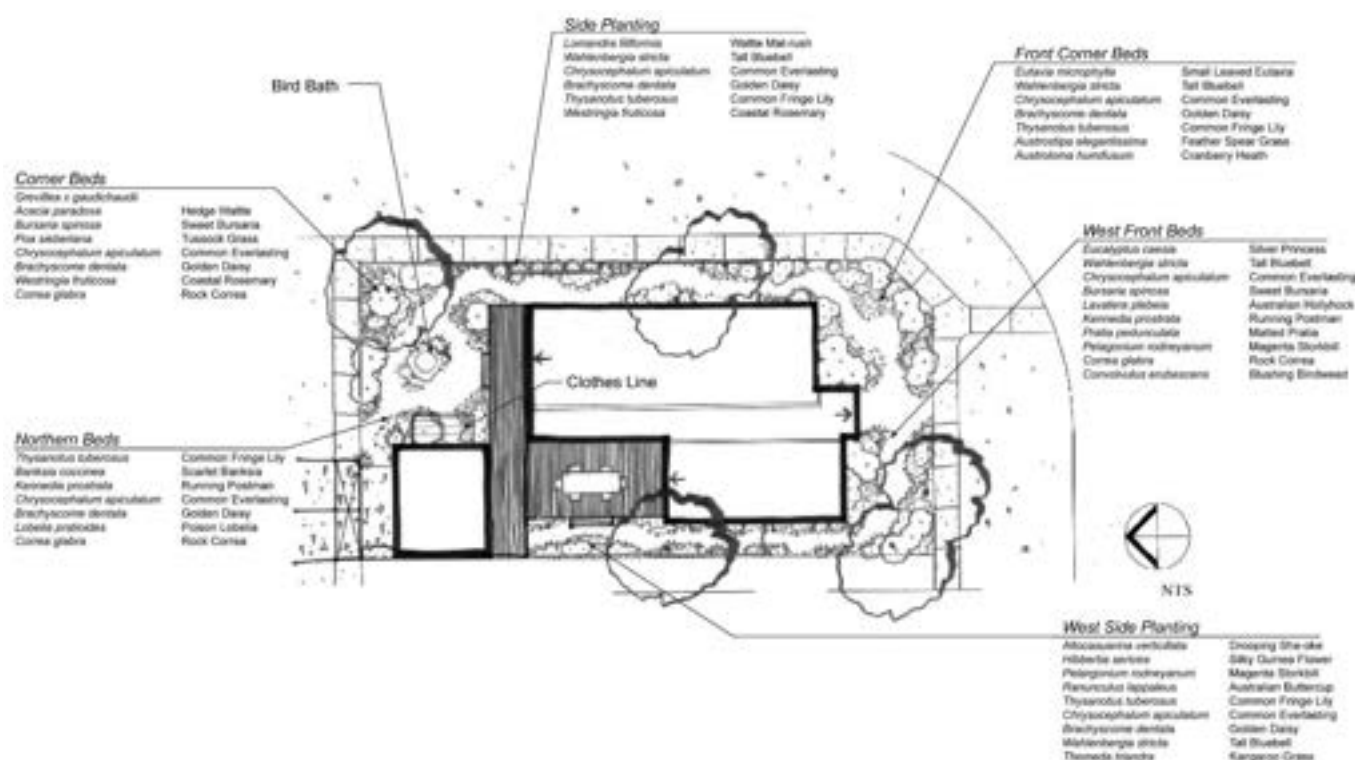
Streetscape Patio Design & Private Space Screen Planting Design

Applicable to North Facing lots. These lots will feature deeper setbacks and the measured use of screening techniques to allow for useable private open space at the front of the house. (Refer to Section 3.2 Residential Siting Controls for Setback information).

In order to cater for public interaction and resident privacy, the following landscape techniques may be used:

- A low barrier fence is allowable, but must be setback 1.5m from the boundary. It may take the form of either a raised planter or stacked stone wall to a height of 500mm.
- In addition, screen planting can be employed to further enhance privacy.
- The patio floor level shall be raised 500mm above ground level to create a sense of ownership for the occupier.

A 3.1.3 NORTH - SOUTH ORIENTATED CORNER LOT INFORMAL COTTAGE DESIGN



Characterised by its floristic diversity, the cottage style garden is created through the dense planting of forbes, grasses and wildflowers. Informal gravel paths are a feature, while a combination of small trees and shrubs provide a height contrast to the lower herbaceous species. Within beds, plants are arranged in ascending height to create depth and visual interest, this is known as layering.

Services like the clothes line are positioned to the rear where their visual impact is minimised. Note particularly the fence corner setback and stepped fence treatment to the east.

A 3.1.4 DUAL FRONTAGE GOLF / OPEN SPACE LOT BUSH GARDEN STYLE



Similar to the cottage style in principle layout, the bush garden however comprises a more natural mix of grasses, groundcovers, shrubs and trees. As with the cottage garden the layering of plants is an important feature. In response to the dual frontage, a semi-permeable planting is featured at the rear to create a measured degree of privacy while also allowing views to the golf course. As in this case the rear of the property is highly visible, the clothes line has been located in a screened courtyard to lessen its impact. For similar reasons fencing to the course boundary is low and rural in character.

A3.2 FEATURE PLANT SPECIES RESIDENTIAL GARDEN TREES

Acacia pycnantha



Golden Wattle

Size: 3-6 x 2-5m

Form: Attractive shrub or small tree.

Comments: Smooth barked with masses of bright yellow flowers, the sickle shaped leaves have prominent central veins. The Australian Floral Emblem.

Silver Banksia

Size: 2-6 x 1-4m

Form: Dense small tree.

Comments: Full sun to partial shade. A valuable source of nectar for wildlife, and an excellent screening plant. Pruning encourages attractive woolly brown new growth.



Banksia marginata

Red Flowering Gum

Size: 4-7 x 4-6m

Form: Open and broadly rounded. Pyramidal with pendulous lower branches when young. Eventually becoming a large tree.

Comments: The leaves turn scarlet (brilliantly so in areas with cooler climatic conditions) in autumn.

Eucalyptus caesia



Silver Princess

Size: 4-6 x 3-7m

Form: Slender, attractive single or multi-stemmed Eucalypt.

Comments: Graceful weeping habit, silver grey to white bark with pendulous red flowers.



Lagerstroemia indica



Eucalyptus ficifolia



Pyrus calleryana 'Capital'

Crepe Myrtle

Size: 4-6 x 3-5m

Form: Upright vase shape.

Comments: Leathery green leaves, turning reddish-orange in autumn. Masses of pale pink flowers to 20 cm long and 20 cm wide in mid-summer to early autumn.

Callery Pear

Size: 10 x 4m

Form: Narrow Columnar and compact.

Comments: A narrow, compact tree with a strong central leader. *Pyrus calleryana 'Capital'* is an excellent choice for narrow restricted areas.



Dianella revoluta

Black Anther Flax Lily

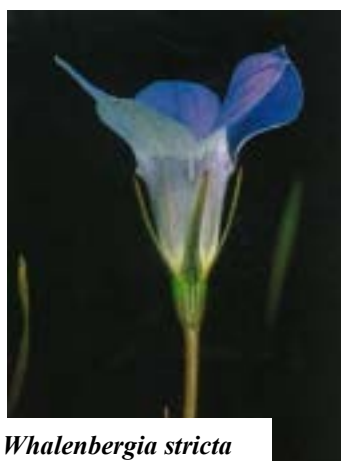
Size: 0.5 x 0.5m
 Origin: Widespread grassland, forest and heath sp.
 Form: Tufted perennial, spreading by rhizomes.
 Comments: Blue star shaped flowers, borne on branched stems to 1metre. August to May. Shiny dark blue berries follow.



Eutaxia microphylla

Small Leaved Eutaxia

Size: 1.5 x 1.5m
 Origin: Grass and box woodlands.
 Form: Upright shrub.
 Comments: Profuse yellow and red pea-flowers from August to October.



Whalenbergia stricta

Tall Bluebell

Size: 0.9 x 0.4m
 Origin: Found in all states except NT.
 Form: Erect clumping branched perennial.
 Comments: Light blue flowers with a white throat to 25mm wide, Aug to Jan.



Chrysocephalum apiculatum

Common Everlasting

Size: 0.3 x 1-2m
 Origin: Widespread in grassland and dry forest, all states.
 Form: Dense spreading herb.
 Comments: Terminal clusters of rounded, bright yellow flower-heads most of the year.



Kenedia prostrata

Running Postman

Size: 0.05 x 5m
 Origin: Widespread, all Australian states.
 Form: Small evergreen groundcover or climber.
 Comments: Flowers erect scarlet to crimson, with a yellow base. Borne in pairs from winter to spring.

APPENDIX 4 RECOMMENDED PLANTS LIST

Medium-Large Trees (12+m)			
Botanic Name	Common Name	HxW	Indig.
Acacia mealnoyxlou	Blackwood	10-20 x 4-15	Yes
Allocasuarina luehmanii	Buloke	5-15 x 5-10	Yes
Eucalyptus melliodora	Yellow Box	10-25 x 8-20	Yes
Eucalyptus microcarpa	Grey Box	10-25 x 10-15	Yes
Eucalyptus ovata	Swamp Gum	8-25 x 8-20	Yes
Eucalyptus viminalis	Manna Gum	10-50 x 8-15	Yes
Zelkova serrata 'Green Vase'		14 x 10	No
Small-Medium Trees (6- 12m)			
Botanic Name	Common Name	HxW	Indig.
Acacia dealbata	Silver Wattle	6-12 x 5-8	Yes
Acacia implexa	Lightwood	5-12 x 4-7	Yes
Acacia mearnsii	Black wattle	10 x 8	Yes
Allocasuarina littoralis	Black She-oak	6-8 x 2-5	Yes
Allocasuarina verticillata	Drooping She-oak	6-10 x 3-6	Yes
Betula pendula	Silver Birch	10 x 6	No
Eucalyptus ficifolia	Red Flowering Gum	4-7 x 4-6	No
Jacaranda mimosifolia	Jacaranda		No
Lagerstroemia indica	Crepe Myrtle	4-6 x 3-5	No
Parrotia persica	Persian Witch Hazel	10 x 7	No
Pyrus calleryana 'Capital'		10 x 4	No
Tall shrubs (4-6m)			
Botanic Name	Common Name	HxW	Indig.
Acacia paradoxa	Hedge Wattle	2-4 x 2-5	Yes
Acacia pycnantha	Golden Wattle	3-6 x 2-5	Yes
Banksia marginata	Silver Banksia	2-6 x 1-4	Yes
Callistemon viminalis 'Dawson River'		5-6 x 3-5	No
Eucalyptus caesia subsp. caesia	Silver Princess	4-6 x 3-7	No
Eucalyptus erythrocorys	Illyarrie	4-6 x 4-7	No
Eucalyptus forrestiana	Fuchsia Gum	3-6 x 3-6	No
Eucalyptus pressiana	Bell Fruited Mallee	1.5-4 x 3-6	No
Medium-small shrubs (1-4m)			
Botanic Name	Common Name	HxW	Indig.
Acacia acinacea	Gold-Dust Wattle	2 x 3	Yes
Acacia cognata 'Green Mist'	Weeping Beauty	1 x 2	No
Acacia retinoides	Wirilda Wattle	3-4 x 3-4	Yes

Agave attenuata	Century Plant		No
Argyranthemum 'Hybrid cultivars'	Marguerite Daisies	1.5 x 2	No
Banksia coccinea		3-4 x 2.5	No
Buddleia davidii	Butterfly Bush	2-3 x 2	No
Bursaria spinosa	Sweet Bursaria	2-4 x 2-3	Yes
Callistemon viminalis 'Captain Cook'		1.5 x 1.2	No
Correa glabra	Rock Correa	1-3 x 1-3	Yes
Dodonea viscosa	Wedge Leaf Hop-bush	1-3 x 1-3	Yes
Dillwynia glaberrima	Smooth Parrot Pea	1-2 x 1-2	Yes
Dillwynia sericea	Showy Parrot Pea	1.5 x 1.0	Yes
Eutaxia microphylla	Small Leafed Eutaxia	1.5 x 1.5	Yes
Eutaxia microphylla var diffusa	Mallee Bush Pea	1.2 x 1.2	Yes
Grevillea 'Robyn Gordon'		1.5 x 2.0	No
Hebe 'Hybrid cultivars'		1.5 x 2	No
Hymenanthera dentata	Tree Violet	2-4 x 1-2	Yes
Lavandula angustifolia	English Lavender	1 x 1	No
Lavatera plebeia	Australian Hollyhock	2.5 x 1-2	Yes
Rosmarinus officinalis	Rosemary	1.5 x 1.5	No
Westringia fruticosa 'Wynabbie Gem'	Coastal Rosemary	1.5 x 1.5	No
Low shrubs, Groundcovers, Herbs			
Botanic Name	Common Name	HxW	Indig.
Acrotriche serrulata	Honey Pots	0.5 x 1.0	Yes
Ajuga australis	Austral Bugle	0.3 x 0.5	Yes
Anigozanthus 'Bush Gem' hybrids	Kanagaroo Paw	0.5 x 0.6	
Arthropodium strictum	Chocolate Lily	0.5 x 0.4	Yes
Austroloma humifusum	Cranberry Heath	0.5 x 1.0	Yes
Banksia spinulosa 'Birthday Candles'		0.5 x 1.0	No
Bossiaea prostrata	Creeping Bossiaea	Prostrate	Yes
Brachyscome dentata	Golden Daisy	0.3 x 0.6	Yes
Bulbine bulbosa	Bulbine Lily	0.5 x 0.3	Yes
Calocephalus citreus	Lemon Beauty Heads	0.5 x 1.0	Yes
Chrysocephalum apiculatum	Common Everlasting	0.3 x 1-2	Yes
Chrysocephalum semipapposum	Clustered Everlasting	0.3-1 x 1-3	Yes
Convolvulus erubescens	Blushing Bindweed	0.3 x 0.5	Yes
Cryptandra amara	Bitter Cryptandra	0.6 x 0.5	Yes
Darwinia citriodora	Lemon Scented Darwinia	1.0 x 1.5	No
Dianella longifolia	Pale Flax Lily	0.6 x 0.5	Yes
Dianella revoluta	Black-anther Flax Lily	0.4 x 1.0	Yes

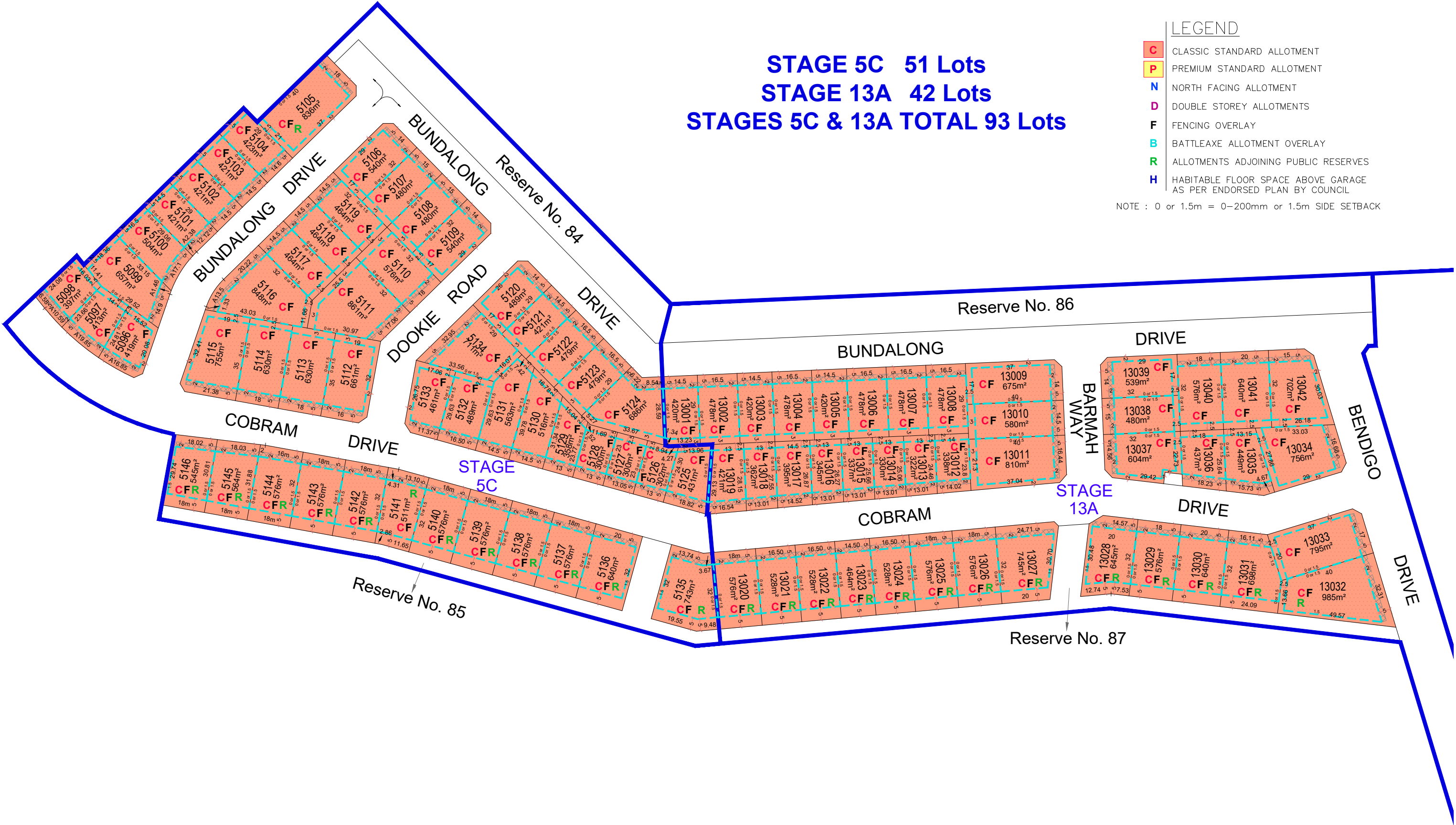
Dichondra repens	Kidney Weed	Prostrate	Yes
Gaura Lindheimeri	Butterfly Bush	1.2 x 1	No
Grevillea x gaudichaudii		Prostrate	No
Hemerocallis 'Hybrid cultivars'	Day Lily	0.4 x 0.5	No
Hibbertia sericea	Silky Guinea Flower	0.6 x 0.6	No
Kennedia prostrata	Running Postman	Prostrate	Yes
Kniphofia 'Winter Cheer'	Red Hot Poker	0.6 x 1.0	No
Lobelia pratensis	Poison Lobelia	Prostrate	Yes
Myoporum parvifolium	Creeping Boobialla	Prostrate	No
Pelargonium australe	Austral Storksbill	0.6 x 1.0	Yes
Pelargonium rodneyanum	Magenta Storksbill	0.3 x 0.5	Yes
Pimelea glauca	Smooth Rice-Flower	0.6 x 0.6	Yes
Pratia pedunculata	Matted Pratia	Prostrate	Yes
Pultenea pedunculata	Matted Bush Pea	Prostrate	Yes
Ranunculus lappaleus	Australian Buttercup	0.5 x 0.2	Yes
Stylidium graminifolium	Grass Triggerplant	0.6 x 0.3	Yes
Thysanotus tuberosus	Common Fringe Lily	0.4 x 0.3	Yes
Wahlenbergia communis	Tufted Bluebell	0.5 x 0.2	Yes
Wahlenbergia stricta	Tall Bluebell	1.0 x 0.5	Yes
Grasses			
Botanic Name	Common Name	HxW	Indig.
Austrodanthonia caespitosa	Common Wallaby Grass	0.4 x 0.4	Yes
Austrodanthonia racemosa	Clustered Wallaby Grass	0.2	Yes
Austrodanthonia setacea	Bristly Wallaby Grass	0.3 x 0.4	Yes
Austrostipa bigeniculata	Tall Spear grass	0.3-1 x 1	Yes
Austrostipa elegantissima	Feather Spear Grass	1 x 0.8	Yes
Carex brevicaulis	Short Stem Sedge	0.2	Yes
Carex inversa	Knob Sedge	0.3	Yes
Carex tasmanica		0.4	Yes
Dietes bicolor		1.2 x 1.0	No
Dietes grandiflora	Wild Iris	1.2 x 1.0	No
Festuca glauca	Blue Fescue	0.3 x 0.3	No
Lomandra filiformis	Wattle Mat-rush	0.3 x 0.3	Yes
Lomandra longifolia	Spiny Headed Mat-rush	1.0 x 1.2	Yes
Microstachya stipoides	Weeping Grass	0.3 x 0.6	Yes
Phormium 'Bronze Baby'	Purple N.Z. Flax	0.8 x 0.6	No
Poa labillardierei	Tussock Grass	0.8 x 1.2	Yes
Poa sieberiana	Tussock Grass	0.3 x 0.4	Yes
Themeda triandra	Kangaroo Grass	0.4 x 0.8	Yes
Xanthorrhoea minor	Small Grass Tree	0.6 x 1.0	Yes
Rushes and sedges			
Botanic Name	Common Name	HxW	Indig
Amphibromus nervosus	Swamp Wallaby Grass	0.25	Yes
Juncus bufonius	Toad Rush	0.3 x 0.3	Yes
Juncus flavidus		1.0 x 1.0	Yes
Climbers			

Botanic Name	Common Name	HxW	Indig.
Clematis microphylla	Small leaved clematis		Yes
Hardenbergia violacea	Coral Pea		No
Hibbertia scandens	Snake Vine		No
Parthenocissus quinquefolia	Virginia Creeper		No
Vitus coignetiae	Ornamental Grape Vine		

APPENDIX 5 PROHIBITED PLANTS LIST

Botanic Name	Common Name
<i>Acacia baileyana</i>	Cootamundra Wattle
<i>Acacia longifolia</i> var. <i>longifolia</i>	Sallow Wattle
<i>Acacia sophorae</i>	Coast Wattle
<i>Acer pseudoplatanus</i>	Sycamore Maple
<i>Agapanthus praecox</i>	Agapathus
<i>Agrostis capillaris</i>	Brown Top Bent Grass
<i>Allium triquetrum</i>	Society Garlic
<i>Alstroemeria aurea</i>	Alstroemeria
<i>Cardaria draba</i>	Hoary Cress
<i>Coprosma repens</i>	Mirror Bush
<i>Cotoneaster</i> sp.	Cotoneaster
<i>Crataegus monogyna</i>	Hawthorn
<i>Crocasmia</i> x <i>crocosmiiflora</i>	Montbretia
<i>Cynara cardunculus</i>	Artichoke Thistle
<i>Cytisus</i> sp.	Broom
<i>Echium plantagineum</i>	Paterson's Curse
<i>Foeniculum vulgare</i>	Fennel
<i>Fraxinus</i> sp.	Desert and Claret Ash
<i>Freesia leichtinii</i>	Freesia
<i>Gazania</i> sp.	Gazania, African Daisy
<i>Genista</i> sp.	Broom
<i>Hakea suaveolens</i>	Sweet Hakea
<i>Hedera helix</i>	Ivy
<i>Holcus lanatus</i>	Yorkshire Fog
<i>Ilex aquifolium</i>	Holly
<i>Ipomoea indica</i>	Morning Glory
<i>Juncus acutus</i>	Sharp Rush
<i>Juncus effusus</i>	Soft Rush
<i>Leptospermum laevigatum</i>	Coastal Tea-tree
<i>Lonicera japonica</i>	Japanese Honeysuckle
<i>Lycium ferocissimum</i>	Boxthorn
<i>Melaleuca armillaris</i>	Giant Honey Myrtle
<i>Nassella neesiana</i>	Chilean Needle Grass
<i>Nassella trichotoma</i>	Serrated Tussock Grass
<i>Oenothera glaziovana</i>	Evening Primrose
<i>Passiflora mollissima</i>	Banana Passionfruit
<i>Pennisetum alopecuroides</i>	Swamp Foxtail Grass
<i>Pennisetum clandestinum</i>	Kikuyu
<i>Pennisetum villosum</i>	Feathertop
<i>Physalis viscosa</i>	Prairie Ground Cherry
<i>Pittosporum undulatum</i>	Sweet Pittosporum
<i>Polygala myrtifolia</i>	Myrtle Leaf Milk-wort
<i>Prunus cerasifera</i>	Cherry Plum
<i>Pyracantha crenulata</i>	Pyracantha
<i>Rosa rubiginosa</i>	Sweet Briar

Rubus fruticosus	Blackberry
Salix sp.	Willow
Solanum sp.	Nightshades
Sollya hetrophylla	Bluebell Creeper
Tradescantia sp.	Wandering Jew
Ulex europaeus	Gorse
Vinca major	Blue Periwinkle
Zantedeschia aethiopica	Arum Lily

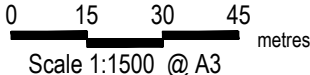


STAGE 5C 51 Lots
STAGE 13A 42 Lots
STAGES 5C & 13A TOTAL 93 Lots

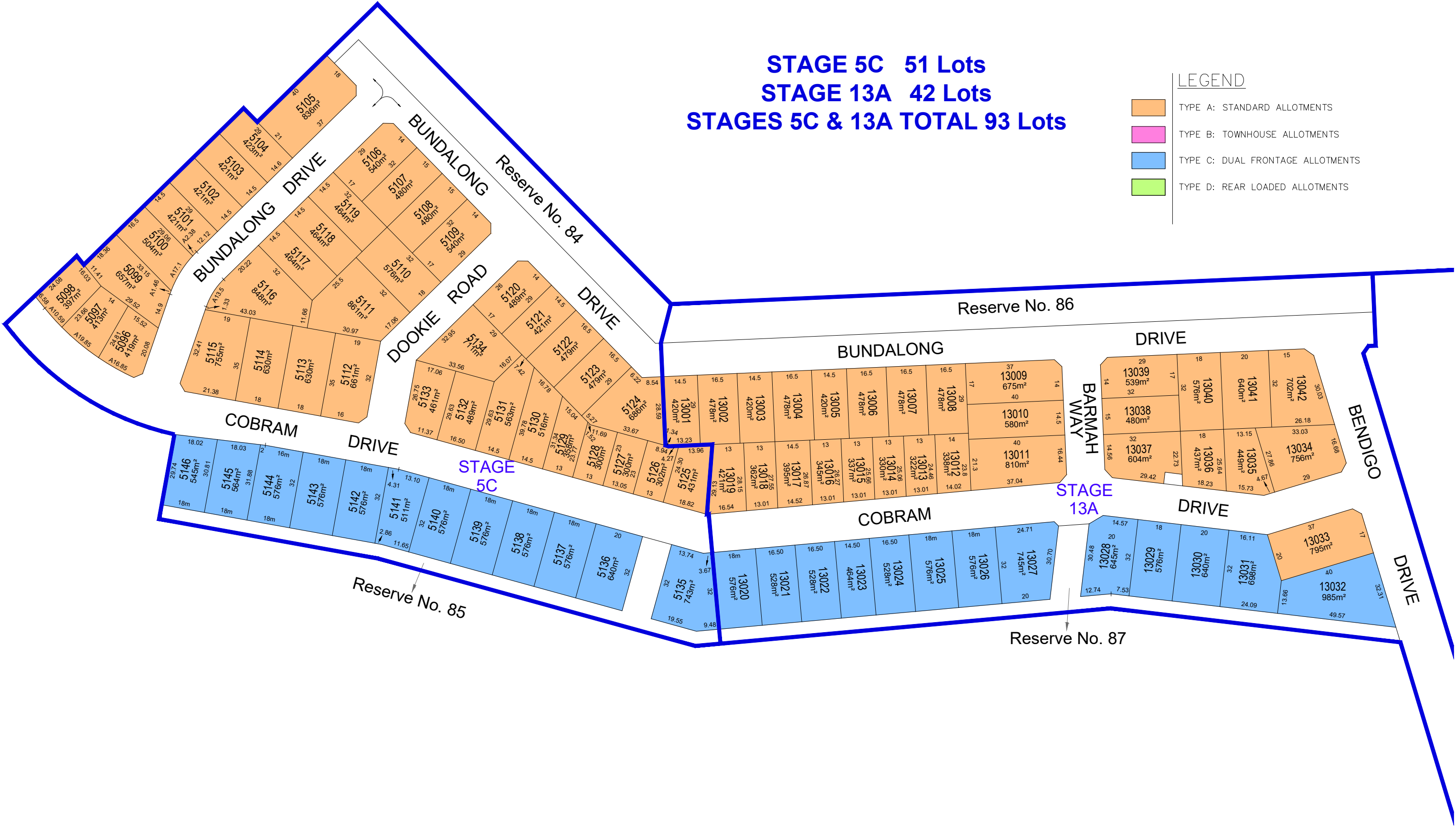
LEGEND

- C** CLASSIC STANDARD ALLOTMENT
- P** PREMIUM STANDARD ALLOTMENT
- N** NORTH FACING ALLOTMENT
- D** DOUBLE STOREY ALLOTMENTS
- F** FENCING OVERLAY
- B** BATTLEAXE ALLOTMENT OVERLAY
- R** ALLOTMENTS ADJOINING PUBLIC RESERVES
- H** HABITABLE FLOOR SPACE ABOVE GARAGE AS PER ENDORSED PLAN BY COUNCIL

NOTE : 0 or 1.5m = 0-200mm or 1.5m SIDE SETBACK



Scale 1:1500 @ A3



Vendor Statement

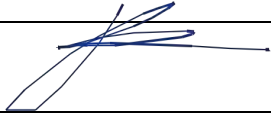
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	76 Cobram Drive, Eynesbury 3338	

Vendor's name	Daniel Roland Perri	Date / /
Vendor's signature	 08/11/2024	

Vendor's name	Katrina Leabres Oblena	Date / /
Vendor's signature	 08/11/2024	

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

- (a) Are contained in the attached certificate/s.

- 1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

	To	
Other particulars (including dates and times of payments):		

1.3 **Terms Contract**

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

1.4 **Sale Subject to Mortgage**

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

1.5 **Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 100
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☒ No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR ☒ Not applicable

2 **INSURANCE**

2.1 **Damage and Destruction**

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 **Owner Builder**

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence.

Not Applicable.

3 **LAND USE**

3.1 **Easements, Covenants or Other Similar Restrictions**

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Is in the attached copies of title documents.

- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2. Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

3.3. Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable.

4.2. Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Not Applicable.

4.3. Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

Not Applicable.

5 BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6 OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

6.1 Attached is a current owners corporation certification with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act* 2006.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply ☒	Gas supply ☒	Water supply ☒	Sewerage ☒	Telephone services ☒

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10 SUBDIVISION

10.1. Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2. Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3. Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

- ☒ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

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

Page 1 of 2

VOLUME 12467 FOLIO 101

Security no : 124119137514F
Produced 18/10/2024 12:51 PM

LAND DESCRIPTION

Lot 13029 on Plan of Subdivision 543210K.
PARENT TITLE Volume 12361 Folio 257
Created by instrument PS543210K Stage 131 17/04/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
DANIEL ROLAND PERRI of 2A SEVERN STREET BALWYN NORTH VIC 3104
KATRINA OBLENA of 76 COBRAM DRIVE EYNESBURY VIC 3338
AW787135V 02/05/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW787136T 02/05/2023
AMP BANK LTD

COVENANT AW787135V 02/05/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AD767693M 25/07/2005

AGREEMENT Section 173 Planning and Environment Act 1987
AF316572B 04/09/2007

AGREEMENT Section 173 Planning and Environment Act 1987
AF575065V 08/01/2008

AGREEMENT Section 173 Planning and Environment Act 1987
AF859528Y 22/05/2008

AGREEMENT Section 173 Planning and Environment Act 1987
AK268906T 04/04/2013

AGREEMENT Section 173 Planning and Environment Act 1987
AU691827Q 13/08/2021

AGREEMENT Section 173 Planning and Environment Act 1987
AV162979J 20/12/2021

AGREEMENT Section 173 Planning and Environment Act 1987
AX164751N 18/08/2023

DIAGRAM LOCATION

SEE PS543210K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

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

Page 2 of 2

NIL

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

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

Street Address: 76 COBRAM DRIVE EYNESBURY VIC 3338

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 06/06/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 2 PLAN NO. PS543210K

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS543210K
Number of Pages (excluding this cover sheet)	190
Document Assembled	18/10/2024 12:51

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		STAGE NO. --	EDITION 75	Plan Number PS 543210K
Location of Land PARISH OF MOORADORANOOK CROWN ALLOTMENTS A & B SECTION 3 CROWN ALLOTMENTS A(P/T) & B (PT) SECTION 6 CROWN ALLOTMENTS A & B SECTION 14 CROWN ALLOTMENTS A & B PORTION 9 SECTIONS 4, 5, 8 & 15 PARISH OF WERRIBEE CROWN PORTIONS 49, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71 AND 48 (PART) CROWN ALLOTMENTS A(P/T) & B(P/T) SECTION 20 CROWN ALLOTMENTS A(P/T) & B(P/T) SECTION 24 CROWN ALLOTMENT A (PART) SECTION 25 CROWN ALLOTMENT B SECTION 25 CROWN ALLOTMENT 2001 PARISH OF MOUYONG CROWN PORTIONS 39, 40, 41, 42, 43, 44, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 93, 94, 95, 96, 97, 98, 99, 100, 101(P/T), 102, 103, 104, 105, 106, 107, 108, 109, 110, 111 AND FORMER GOVERNMENT ROADS. Title Reference: Vol. 10729 Fol. 826, 827 Vol. 10729 Fol. 829, 830, 831 Vol. 11049 Fol. 774, 781 Vol. 11077 Fol. 467 Last Plan Reference: PS515077S (Lots A & B) PS515078Q (Lots A, B & C) Lots 1 & 2 on TP920800X TP870533U Postal Address: Eynesbury Road Eynesbury 3338 MGA Co-ordinates E 284 000 Zone: 55 (of approx centre of plan) N 5 814 000		Council Certificate and Endorsement Council Name: Melton Shire Council Ref. Sub 2956 ~~1. This plan is certified under section 6 of the Subdivision Act 1988.~~ 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 18 / 6 / 2007 ~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~ OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. ~~(ii) The requirement has been satisfied.~~ ~~(iii) The requirement is to be satisfied in Stage~~ ~~Council delegate~~ ~~Council seal~~ Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date 21 / 1 / 2008		
Area of Site: 6465 ha No. of Residential Lots: 947		Council Certificate and Endorsement Council Name: Wyndham City Council Ref. WYSO 474 / 07 ~~1. This plan is certified under section 6 of the Subdivision Act 1988.~~ 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 18 / 6 / 2007 ~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~ OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. ~~(ii) The requirement has been satisfied.~~ ~~(iii) The requirement is to be satisfied in Stage~~ ~~Council delegate~~ ~~Council seal~~ Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date 21 / 1 / 2008		
Notations				
Staging This is a staged subdivision. Planning Permit No. Wyndham: WYP4774 Melton: PA2005/648, PA2005/671			LR use only Statements of Compliance/ Exemption Statement Received (Melton) ☒ Date 07/03/08 Received (Wyndham) ☒ Date 29/02/08	
Depth Limitation Depth Limitation 15 metres applies to the whole of Crown Allot 2001 Parish of Werribee. Survey This plan is based on survey. Boundary dimensions shown thus $6^{\circ}26'30''$ 1579.2 are not based on survey. See Lot Index Table on Sheet for Lots Included on This Plan. Boundary of Werribee River is based on AP46694. Boundary of creek along Reserve 67 is based on co-ordinates in Licensed Surveyor's Report dated 06/06/2012.			THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN	
LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES			SHEET 1 OF 184 SHEETS	
TAYLORS DEVELOPMENT STRATEGISTS Land Surveying • Town Planning • Development Strategy • Project Co-ordination • Urban Design • GIS Building • 276 • 1 RN 9 • 2011 ROAD, NOTTING HILL, 3168 • Tel 9501 2802 • Fax 9501 2844 Email: info@taylorss.com.au • Web Site: www.taylorss.com.au			LICENSED SURVEYOR : GREGORY STUART WILLIAMS Signature _____ Date 18 / 1 / 2008 REF. _____ VERSION 17/01/08 MFV	
Date 21 / 1 / 2008 Council Delegate Signature Original sheet size A3			Date 21 / 1 / 2008 Council Delegate Signature Original sheet size A3	

PLAN OF SUBDIVISION		STAGE NO.	Plan Number PS543210K
Vesting of Roads and/ or Reserve			
Identifier	Council / Body / Person	Identifier	Council / Body / Person
Roads R1, R2, R3, R4, R5 R6, R7, R8, R9, R10, R11, R12, R13, R14, R15, R16, R17 & R18	Melton Shire Council		
Roads R19, R20, R21, R22, R23, R24, R25, R26, R27, R29, R30, R40, R41, R50, R52, R53 R54, R55, R56, R59, R60, R61, R65, R67, R68, R69, R70, R71, R72, R73, R75, R76, R77, R78, R80 & R81.	Melton City Council		
Roads R57, R62, R63, R64, R79, R83, R86 & R106.	Wyndham City Council		
Reserve Nos. 1, 2, 4, 5, 6, 7, 9, 10, 11, 12, 14, 15, 17, 18, 19, 20, 21 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 37, 38, 39, 41, 43, 44, 45, 46, 47, 49, 50, & 57.	Melton Shire Council		
Reserve Nos. 53, 54, 55, 56, 58, 59, 61, 63, 72, 80, 81, 83, 84, 85, 86, 87, 91, 92, 94, 96, 103, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117 & 166.	Melton City Council		
Reserve Nos. 3, 8, 13, 16, 31, 36, 40, 42, 48, 51, 60, 70, 88, 93, 101, 102, 104, 119, 120, 121 & 125.	Powercor Australia Limited		
Reserve No. 52 & 82.	Western Region Water Corporation		
Reserve Nos. 64, 65, 66 & 67	Minister for Environment and Climate Change		
Reserve No. 82	Western Region Water Corporation		
 TAYLORS DEVELOPMENT STRATEGISTS • Local Planning • Town Planning • Development Strategy • Project Coordination • Urban Design • GIS		LICENSED SURVEYOR : GREGORY STUART WILLIAMS Signature Date / / REF. VERSION	
		Sheet 2 Date / / Council Delegate Signature Original sheet size A3	

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS 543210K**Easement Information****Legend:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easements E-4, E-5, E-18, E-25, E-28, E-33 and E-42 have been omitted from this plan.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	See Diag.	This Plan	Melton Shire Council
E-2	Sewerage	See Diag.	This Plan	Western Region Water Corporation
E-3	Drainage	See Diagram	This Plan	Melton Shire Council
	Sewerage			Western Region Water Corporation
E-6	Transmission of Electricity	See Diag.	C/E J598576	SECV
E-7	Transmission of Electricity	See Diag.	C/E 1899113	SECV
E-8	Transmission of Electricity	See Diag.	This Plan	SPI Powernet Pty. Ltd.
E-9	Transmission of Electricity	See Diag.	C/E J598576 C/E 1899113	SECV
E-10	Gas Pipeline	See Diag.	C/E E561537	Vol. 5219 Fol. 723 (Gas and Fuel Corporation)
E-11	Powerline	See Diag.	PS515078Q *	Powercor Australia Ltd.
E-12	Transmission of Electricity	See Diag.	C/E A438069	SECV
E-13	Powerline	See Diagram	This Plan **	Powercor Australia Ltd.
	Water Supply			Western Region Water Corporation
	Gas Pipeline			SPI Networks (Gas) Pty. Ltd.
	Telecommunications			Lots on this Plan
	Sewerage			Western Region Water Corporation
E-14	Pipeline	See Diag.	This Plan ***	Western Region Water Corporation
E-15	Sewerage & Carriageway	See Diag.	This Plan	Western Region Water Corporation
E-16	Powerline	See Diag.	This Plan *	Powercor Australia Ltd.
E-17	Pipeline	See Diagram	This Plan ***	Western Region Water Corporation
	Powerline		This Plan *	Powercor Australia Ltd.
E-19	Sewerage	See Diagram	This Plan	Western Region Water Corporation
	Powerline		This Plan *	Powercor Australia Ltd.
E-20	Pipeline	See Diag.	This Plan ***	Western Region Water Corporation
E-21	Drainage	See Diag.	This Plan	Melbourne Water Corporation
E-22	Sewerage & Carriageway	See Diagram	This Plan	Western Region Water Corporation
	Powerline		This Plan *	Powercor Australia Ltd.
E-23	Water Supply	See Diag.	This Plan	Western Region Water Corporation
E-24	Powerline & Carriageway	See Diag.	This Plan *	Powercor Australia Ltd.
E-26	Drainage & Floodway	See Diag.	This Plan	Melton Shire Council
E-27	Sewerage	See Diagram	This Plan	Western Region Water Corporation
	Drainage & Floodway		This Plan	Melton Shire Council
E-29	Sewerage	See Diagram	This Plan	Western Region Water Corporation
	Pipeline		This Plan ***	Western Region Water Corporation
				* Section 88 Electricity Industry Act 2000 ** Section 146 Gas Industry Act 2001 *** Section 136 Water Act 1989


TAYLORS
 DEVELOPMENT STRATEGISTS

• Land Surveying • Town Planning • Surveying Services • Project Management • Urban Design • GIS

LICENSED SURVEYOR : GREGORY STUART WILLIAMS

Signature Date 18 / 1 / 08

REF.

VERSION

17/01/08
MFV

Sheet 3

Date 21 / 1 / 2008

Council Delegate Signature

Original sheet size A3

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS543210K**Easement Information****Legend:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-30	Water Supply	See Diagram	This Plan	Western Region Water Corporation
	Gas Supply			SPI Networks (Gas) Pty. Ltd.
E-31	Sewerage	See Diagram	This Plan	Western Region Water Corporation
	Pipeline		This Plan ***	Western Region Water Corporation
	Powerline		This Plan *	Powercor Australia Ltd.
E-32	Pipeline	See Diagram	This Plan ***	Western Region Water Corporation
	Powerline		This Plan *	Powercor Australia Ltd.
	Water Supply		This Plan	Western Region Water Corporation
E-34	Water Supply	See Diagram	This Plan	Western Region Water Corporation
	Carriageway			
E-35	Drainage	See Diag	This Plan	Western Region Water Corporation
E-36	Carriageway	See Diag	This Plan	Western Region Water Corporation
E-37	Power Supply (Overhead)	15	AJ838874M	Powercor Australia Ltd.
E-38	Sewerage	2.50	AJ897622H	Western Region Water Corporation
E-39	Drainage	See Diagram	This Plan	Melton City Council
	Sewerage			Western Region Water Corporation
E-40	Drainage	See Diag	This Plan	Melton City Council
E-41	Carriageway	See Diag	This Plan	Melton City Council
E-43	Power Line	See Diagram	This Plan *	Powercor Australia Ltd.
	Drainage		This Plan	Melton City Council
E-44	Sewerage	See Diag	This Plan	Lot B on This Plan
E-44	Sewerage	See Diag	This Plan	Lots 7 - 12 on this Plan
E-44	Drainage	See Diag	This Plan	Melton Shire Council
Reserves 37, 38, 49 & 50	Drainage & Floodway (MCP AA1107 applies)	See Diagram	This Plan	Melbourne Water Corporation
E-45	POWER SUPPLY (UNDERGROUND)	1.50	AN345872K	POWERCOR AUSTRALIA LTD
E-57	CARRIAGEWAY	See Diag	This Plan	Western Region Water Corporation
E-58	CARRIAGEWAY	See Diagram	This Plan	Western Region Water Corporation
	PIPELINE		This Plan ***	Western Region Water Corporation
E-59	CARRIAGEWAY	See Diag	AQ572094J	Western Region Water Corporation
* Section 88 Electricity Industry Act 2000 ** Section 146 Gas Industry Act 2001 *** Section 136 Water Act 1989				


TAYLORS
DEVELOPMENT STRATEGISTS

LICENSED SURVEYOR : GREGORY STUART WILLIAMS

Signature Date / /

REF.

VERSION

17/01/08
MFV

Sheet 4

Date / /

Council Delegate Signature

Original sheet size A3

[illegible]

PLAN OF SUBDIVISION

Plan Number

PS 543210K

Easement Information

Legend: **A** - Appurtenant Easement **E** - Encumbering Easement **R** - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
	INTENTIONALLY	BLANK	FOR FURTHER	DEVELOPMENT



TAYLORS
DEVELOPMENT STRATEGISTS
PTY. LTD. ABN 51 025 032 114



• Land Surveying • Town Planning • Development Strategists • Project Coordination • Urban Design • GIS
BUILDING 8, 270 FERNTREE GULLY ROAD, NOTTING HILL 3168 Tel: 9501 2800 Fax: 9501 2844
Email: info@taylors.com.au Web Site: www.taylors.com.au

LICENSED SURVEYOR : GREGORY STUART WILLIAMS

Signature Date 18 / 1 / 08

REF. 9283-S1

VERSION 6

17/01/08
MFV

Sheet 7

Date 21 / 1 / 2008

Council Delegate Signature

Original sheet size A3

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS543210K

Lot Index Table

Lot No.	Sheet No.	Lot No.	Sheet No.	Lot No.	Sheet No.	Lot No.	Sheet No.	Lot No.	Sheet No.
B	67&68	5083, 5084	113	S4	10, 11, 13, 14	Reserve No. 1	35, 36, 37	Reserve No. 94	122
D	17, 22	5066 - 5073	113	S14	91	Reserve No. 2	37	Reserve No. 96	125
1G	10, 11, 12, 14, 16, 17 26-28, 95, 157-162	5074 - 5081	111, 112	S21	91	Reserve No. 3	39	Reserve No. 101	112
		5083, 5084	113	S35	15, 98	Reserve No. 4	39	Reserve No. 102	138
2A	10, 16&17	5086 - 5093	113	S62	15, 94	Reserve No. 5	39	Reserve No. 103	126
6	10, 12	5094A, 5095A	111, 112	S74	86, 67, 68	Reserve No. 6	39	Reserve No. 104	130
7 - 12	96	5096 - 5146	153-156	S85	11, 15, 97	Reserve No. 7	23	Reserve No. 105	130
1001 - 1029	36	6001 - 6038	126	S99	10, 15, 17, 78	Reserve No. 8	30	Reserve No. 106	130
1030 - 1039	37	6039 - 6086	130		99, 122, 123	Reserve No. 9	42	Reserve No. 107	130
1040 - 1042	40	6067 - 6082	133	S101	11, 15	Reserve No. 10	44	Reserve No. 108	138
1043 - 1051	39	6083	126	S111	10, 15, 17, 19, 20, 21	Reserve No. 11	44, 46	Reserve No. 109	138
1052 - 1057	38	6084 - 6092	133		99, 122, 123	Reserve No. 12	43	Reserve No. 110	163, 166
1058 - 1062	39	6093 - 6131	136	S122	10, 15, 16, 18, 24-26, 114, 115 & 172	Reserve No. 13	44	Reserve No. 111	163, 167
1063 - 1074	40	6132 - 6161	141			Reserve No. 14	47	Reserve No. 112	168, 169
1075 - 1079	39	6162 - 6192	144			Reserve No. 15	49	Reserve No. 113	168, 171
1080 - 1086	38					Reserve No. 16	29	Reserve No. 114	174
1087 - 1097	35	7001 - 7006	56	S157	172	Reserve No. 17	52, 53	Reserve No. 115	174
2001 - 2006	45	7007 - 7022	57	S159	136	Reserve No. 18	49, 50, 51	Reserve No. 116	176
2007 - 2023	46	7023 - 7027	56			Reserve No. 19	45, 47, 48, 51	Reserve No. 117	181
2026 - 2033	44	7028 - 7041	57	S165	12, 19	Reserve No. 20	42, 43, 45	Reserve No. 119	173
2034 - 2035	42	7042 - 7052	56	S177	172-174	Reserve No. 21	38, 39, 40	Reserve No. 120	163, 166
2036 - 2055	44	7053 - 7060	58	S178	172-174	Reserve No. 22	56	Reserve No. 121	168, 169
2056 - 2059	45	7061 - 7069	59			Reserve No. 23	56	Reserve No. 125	155
2060 - 2071	43	7070 - 7087	58	S186	163, 164	Reserve No. 24	56, 57	Reserve No. 166	163, 164
2072 - 2078	45	7088 - 7101	59	S187	172, 175	Reserve No. 25	56		
2079 - 2088	43	7102 - 7108	58	S188	172, 174	Reserve No. 26	56, 57		
2089 - 2090	45	7109 - 7131	83	S189		Reserve No. 27	58, 59		
2091 - 2095	48			S191	19	Reserve No. 28	58, 59		
2096 - 2100	47			S192	19	Reserve No. 29	83		
2101 - 2106	48	8001 - 8082	116			Reserve No. 30	83		
2107 - 2114	47	8083 - 8124	122	S234	172, 174, 175	Reserve No. 31	56, 57		
2115 - 2123	48	8125 - 8133	125	S235	172, 175	Reserve No. 32	60, 62		
2124 - 2129	47			S236	172, 175	Reserve No. 33	60, 61		
2130 - 2155	51	9001 & 9002	86			Reserve No. 34	84		
2156 - 2163	50	9003 - 9010	85	S607	114	Reserve No. 35	65		
2164 - 2168	49	9011 - 9030	84	S608	130	Reserve No. 36	64		
2169 - 2173	50	9031 - 9049	85	S609	136	Reserve No. 37	67, 69		
2174 - 2178	49	9050 - 9063	86	S610	114	Reserve No. 38	89		
2179 - 2185	53			S704	37	Reserve No. 39	66		
2186 - 2185	52	10001 - 10007	72			Reserve No. 40	68		
2186 - 2185	53	10008 - 10024	73			Reserve No. 41	63		
2196 - 2209	53	10025 - 10032	72			Reserve No. 42	72		
2210 - 2222	52	10033 - 10059	74			Reserve No. 43	76		
2223 - 2228	53	10060 - 10088	76			Reserve No. 44	64		
2229 - 2234	42	10089 - 10115	77			Reserve No. 45	84, 85 & 86		
						Reserve No. 46	84		
3001 - 3004	60	11001 - 11012	89			Reserve No. 47	85		
3005 - 3008	61	11013 - 11018	88			Reserve No. 48	91		
3009	60	11019 - 11023	89			Reserve No. 49	87		
3010 - 3022	61	11024 - 11029	88			Reserve No. 50	87		
3023 - 3026	62	11030 - 11037	89			Reserve No. 51	86		
3027 - 3028	60	11038 - 11054	88			Reserve No. 52	79		
3029 - 3046	62	11055 - 11085	87			Reserve No. 53	91		
3047 - 3052	61	11086 - 11097	87			Reserve No. 54	102		
3053 - 3082	64	11098 - 11123	100			Reserve No. 55	101		
3083 - 3106	65	11124 - 11145	100			Reserve No. 56	105		
3107 - 3110	66	11146 - 11153	100			Reserve No. 57	72-77		
3111 - 3112	68	11154 - 11183	100			Reserve No. 58	100, 104		
3120 - 3129	69	13001 - 13042	148-152			Reserve No. 59	100, 104		
3130 - 3152	66					Reserve No. 60	89		
3153 - 3159	68	18001 - 18006	173			Reserve No. 61	107, 108		
3160 - 3164	69	18006 - 18044	163			Reserve No. 62	15		
3165 - 3193	63	18045 - 18085	168			Reserve No. 63	12		
3194 - 3200	68	18086 - 18093	163			Reserve No. 64	17		
		18094 - 18149	173-176			Reserve No. 65	17		
		18154 - 18185	181			Reserve No. 66	17		
4001 - 4020	92	18186	168			Reserve No. 67	17		
4021 - 4060	93	18187 - 18193	181			Reserve No. 70	101		
4061 - 4074	109					Reserve No. 72	98		
4075 - 4106	110					Reserve No. 80	112		
5001, 5002	111, 112					Reserve No. 81	111, 112		
5004A, 5005A	111, 112					Reserve No. 82	95		
5006 - 5018	111, 112					Reserve No. 83	113		
5020A	111, 112					Reserve No. 84	153, 155 & 156		
5021 - 5025	111, 112					Reserve No. 85	153, 154 & 155		
5027 - 5040	111, 112					Reserve No. 86	148-152		
5042	111, 112					Reserve No. 87	148-152		
5044 - 5046	111, 112					Reserve No. 88	152		
5048 - 5053	111, 112					Reserve No. 91	116		
5055 - 5063	111, 112					Reserve No. 92	116		
5062	111, 112					Reserve No. 93	116		



TAYLORS
DEVELOPMENT STRATEGISTS

www.taylors.co.uk | 01273 835000 | 01273 835001 | 01273 835002 | 01273 835003 | 01273 835004 | 01273 835005

LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

Signature Date / /

REF.

VERSION

Sheet 8

Date / /

Council Delegate Signature

Original sheet size A3

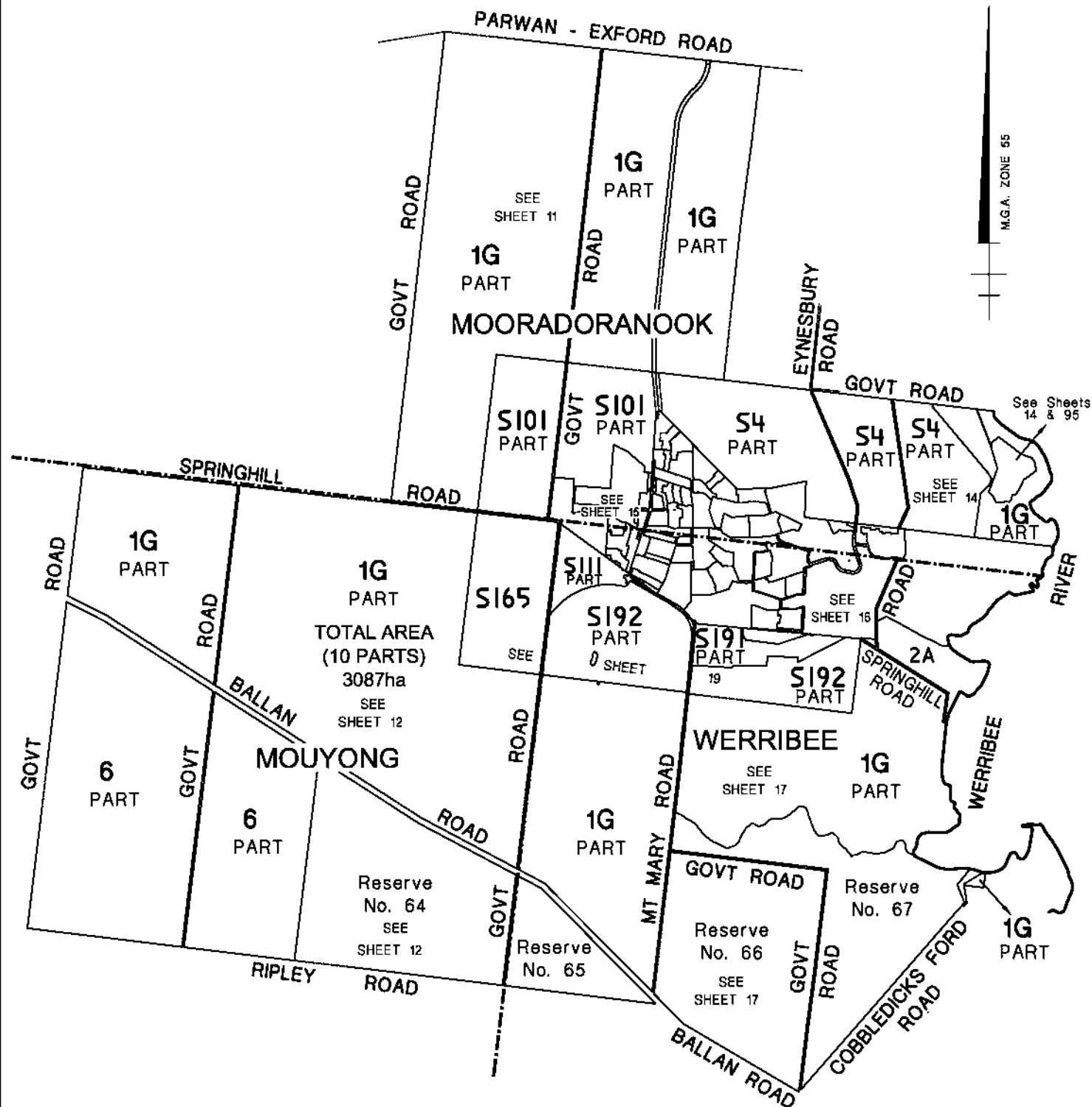
PLAN OF SUBDIVISION				Plan Number PS543210K			
Lot Index Table							
Lot No.	Sheet No.	Lot No.	Sheet No.	Lot No.	Sheet No.	Lot No.	Sheet No.
FOR INTENTIONALLY FURTHER BLANK DEVELOPMENT							
 TAYLORS DEVELOPMENT STRATEGISTS • Land Surveying • Town Planning • Development Strategy • Project Coordination • Urban Design • GIS BUILDING 8, 270 PENTREY GULLY ROAD, NOTTING HILL 3168 Tel: 9501 2800 Fax: 9501 2844 Email: tds@taylors.com.au Web Site: www.taylors.com.au LICENSED SURVEYOR : GREGORY STUART WILLIAMS Signature _____ Date 18 / 1 / 08 REF. 9283-S1 VERSION 6 17/01/08 MEY Sheet 9 Date 21 / 1 / 2008 Council Delegate Signature _____ Original sheet size A3							

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS543210K



TAYLORS
DEVELOPMENT STRATEGISTS

• Land Surveying • Town Planning • Geotechnical Engineering • Project Management • Urban Design • GIS

ORIGINAL

SCALE

SCALE
SHEET
SIZE
1:40000
A3

400 0 800 1600
LENGTHS ARE IN METRES

LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

Signature Date / /

REF.

VERSION

17/01/08
MFV

Sheet 10

Date / /

Council Delegate Signature

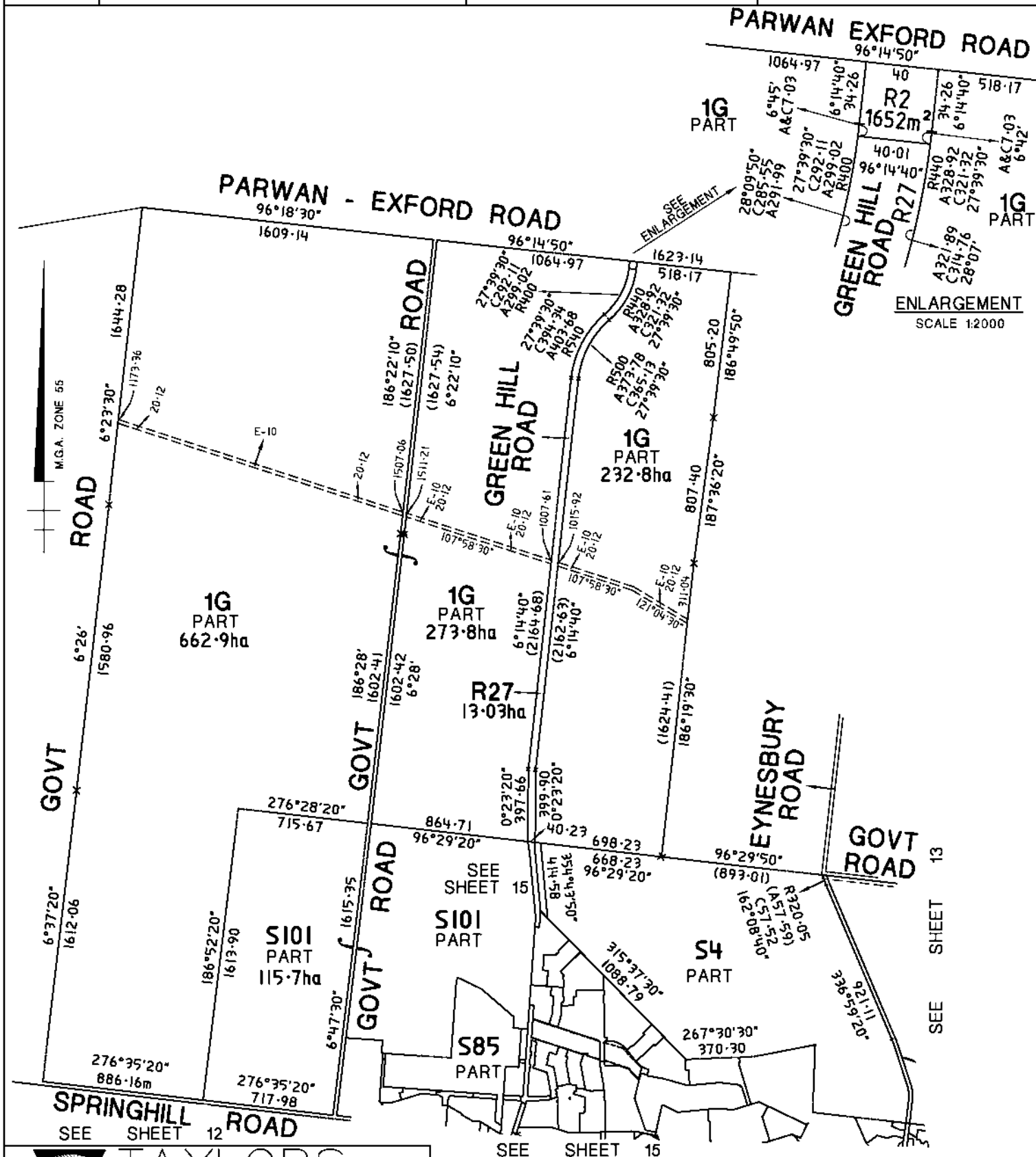
Original sheet size A3

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS543210K



TAYLORS
DEVELOPMENT STRATEGISTS

• Cost Estimation • Feasibility Studies • Environmental Impact • Project Management • Urban Design • etc.

ORIGINAL

SCALE

SCALE
SHEET
SIZE
1:20000
A3

200 0 400 800
LENGTHS ARE IN METRES

LICENSED SURVEYOR : GREGORY STUART WILLIAMS

Signature Date / /

REF.

VERSION

17/01/08
MFV

Sheet 11

Date / /

Council Delegate Signature

Original sheet size A3

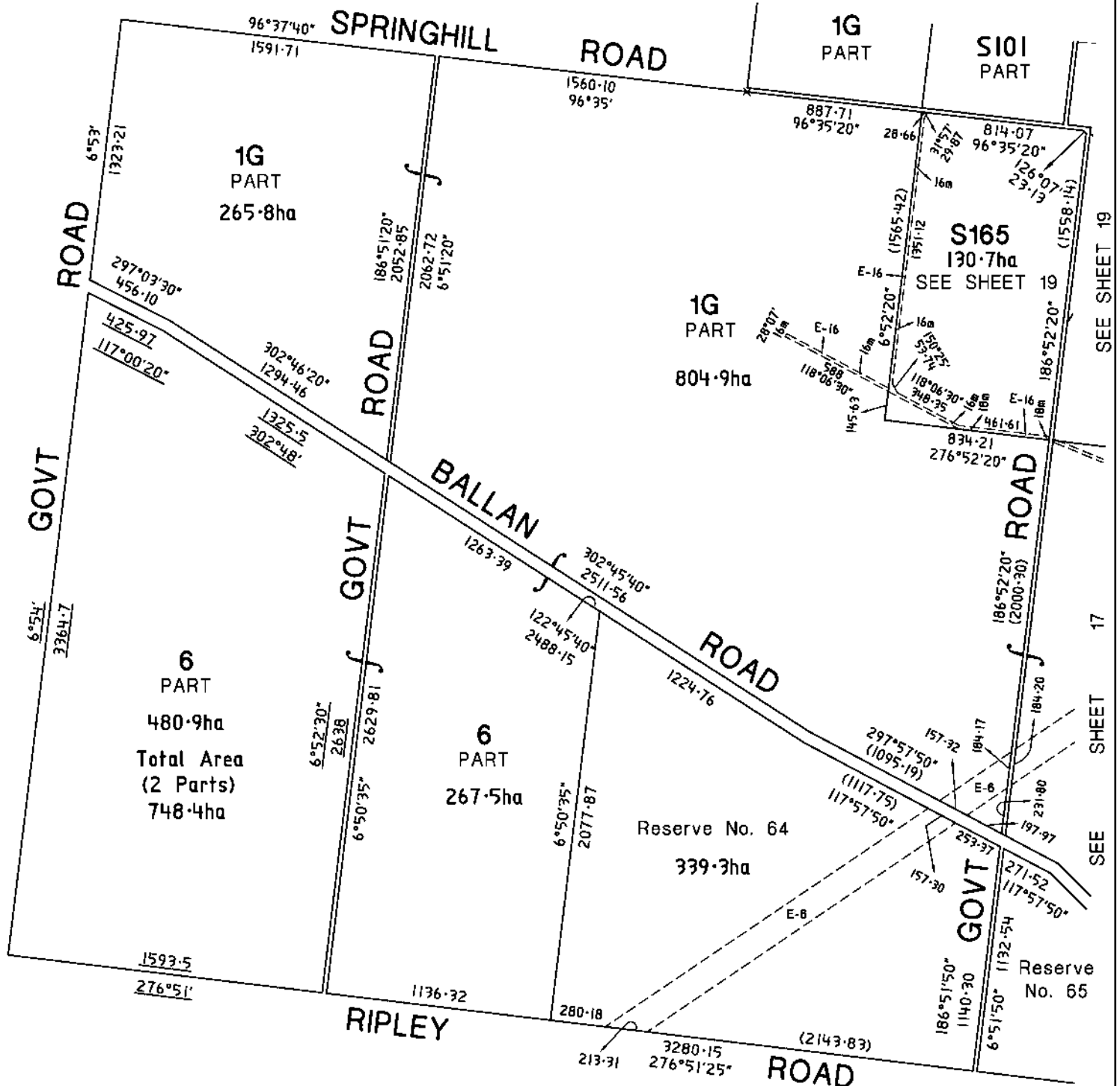
PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS543210K

SEE SHEET 11



SEE SHEET 19

SEE SHEET 17

SEE SHEET 15



TAYLORS
DEVELOPMENT STRATEGISTS

• Land Surveying • Town Planning • Development Strategy • Project Co-ordination • Urban Design • C.I.S

ORIGINAL

SCALE

SCALE
SHEET
SIZE
1:20000
A3

200 0 400 800
LENGTHS ARE IN METRES

LICENSED SURVEYOR : GREGORY STUART WILLIAMS

Signature Date / /

REF.

VERSION

17/01/08
MFV

Sheet 12

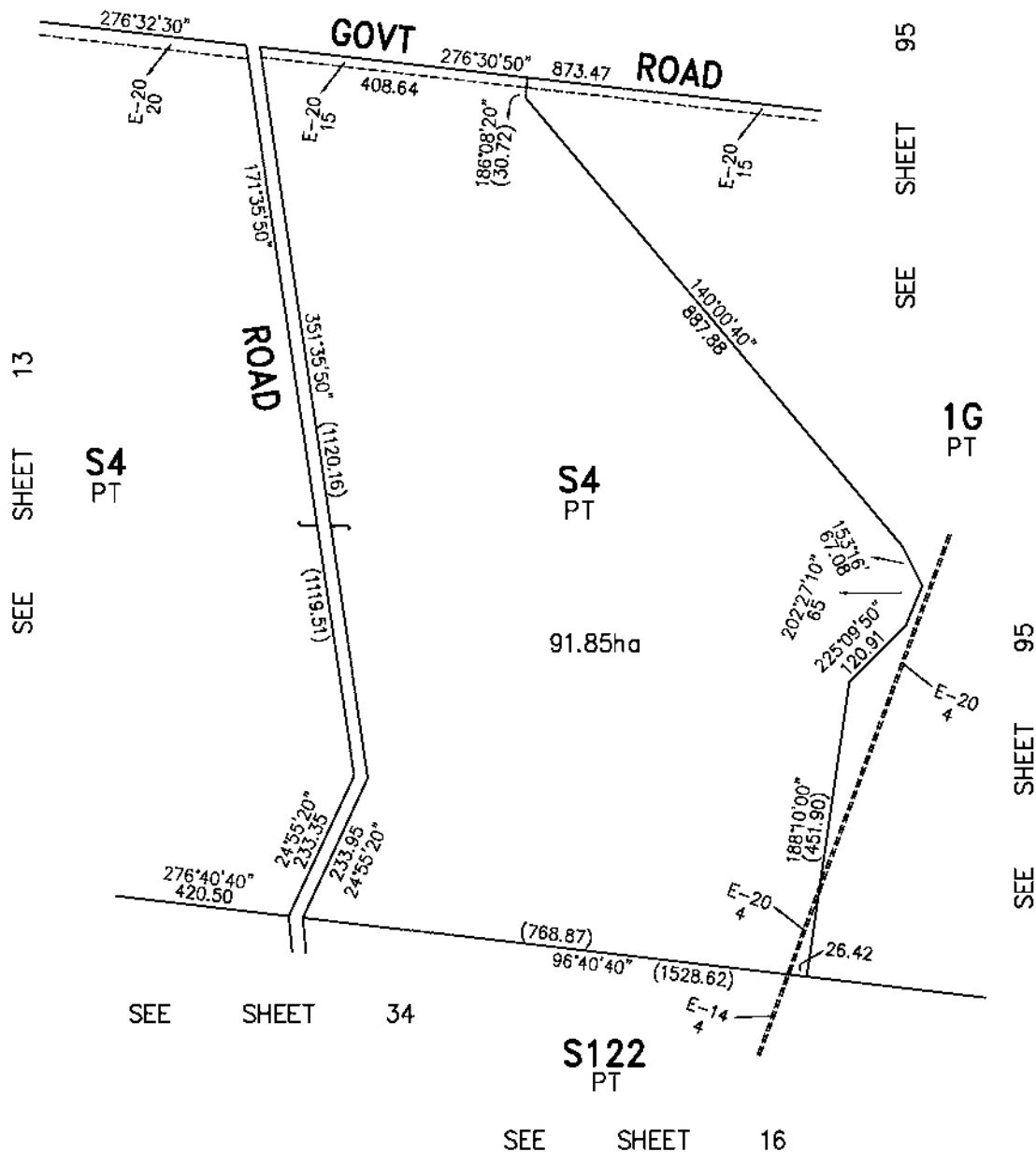
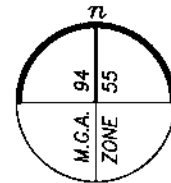
Date / /

Council Delegate Signature

Original sheet size A3

PLAN OF SUBDIVISION

PS 543210K



Bosco Jonson Pty Ltd
 A.B.N 15 169 138 827
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia
 Tel (03) 9699 1400 Fax (03) 9699 5992



LICENSED SURVEYOR

SCALE
1:7500

75 0 150 300
LENGTHS ARE IN METRES

DATE
VERSION

REFERENCE 9283-C
DRAWING (TAYLORS)

ORIGINAL SHEET SIZE A3
SHEET 14

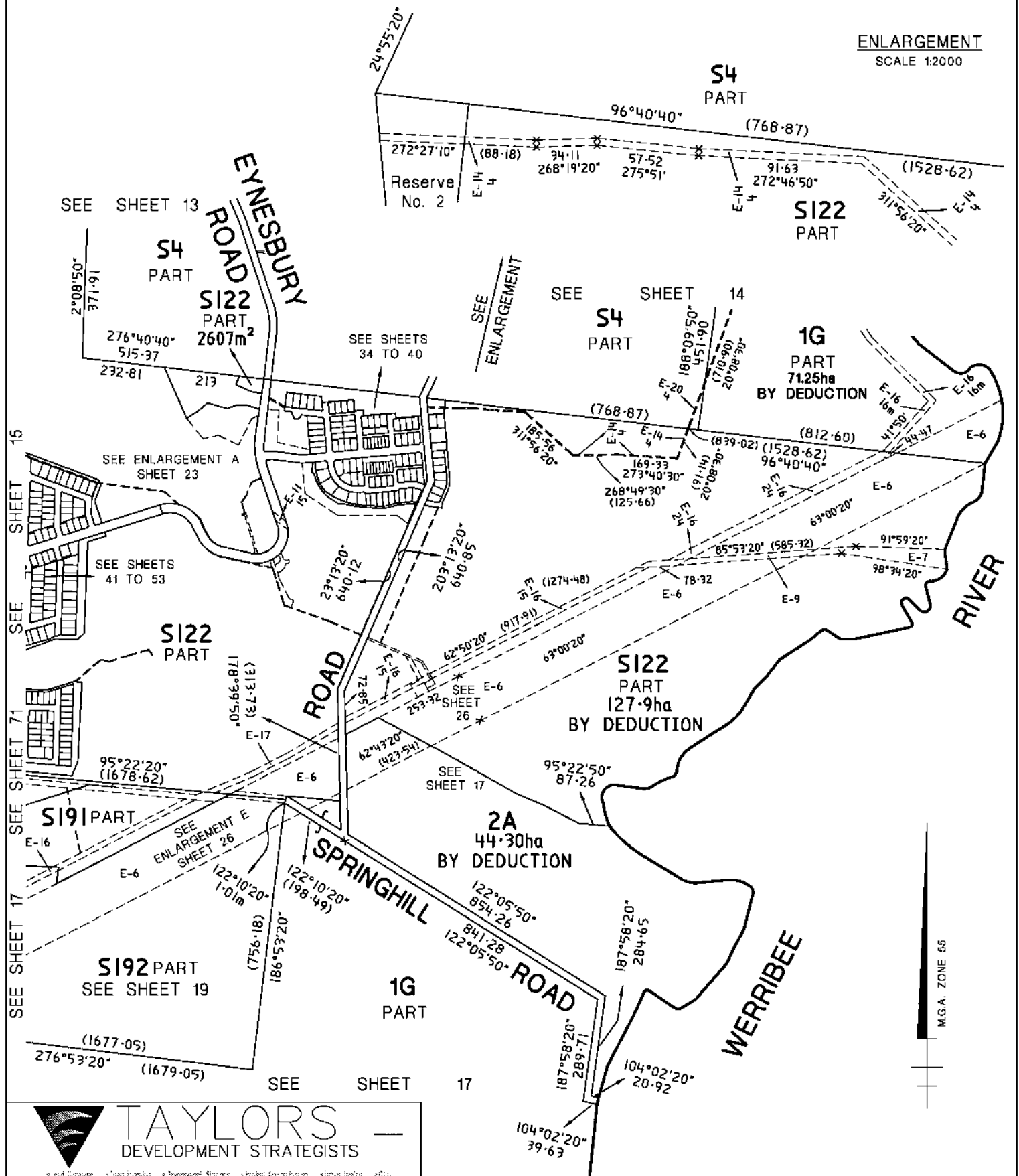
PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS543210K

ENLARGEMENT
SCALE 1:2000



TAYLORS
DEVELOPMENT STRATEGISTS

• Land Consulting • Urban Planning • Development Strategy • Project Coordination • Urban Design • Other

ORIGINAL

SCALE

SCALE
1:10000
SHEET
SIZE
A3

100 0 200 400
LENGTHS ARE IN METRES

LICENSED SURVEYOR : GREGORY STUART WILLIAMS

Signature Date / /

REF. VERSION 17/01/08 MFV

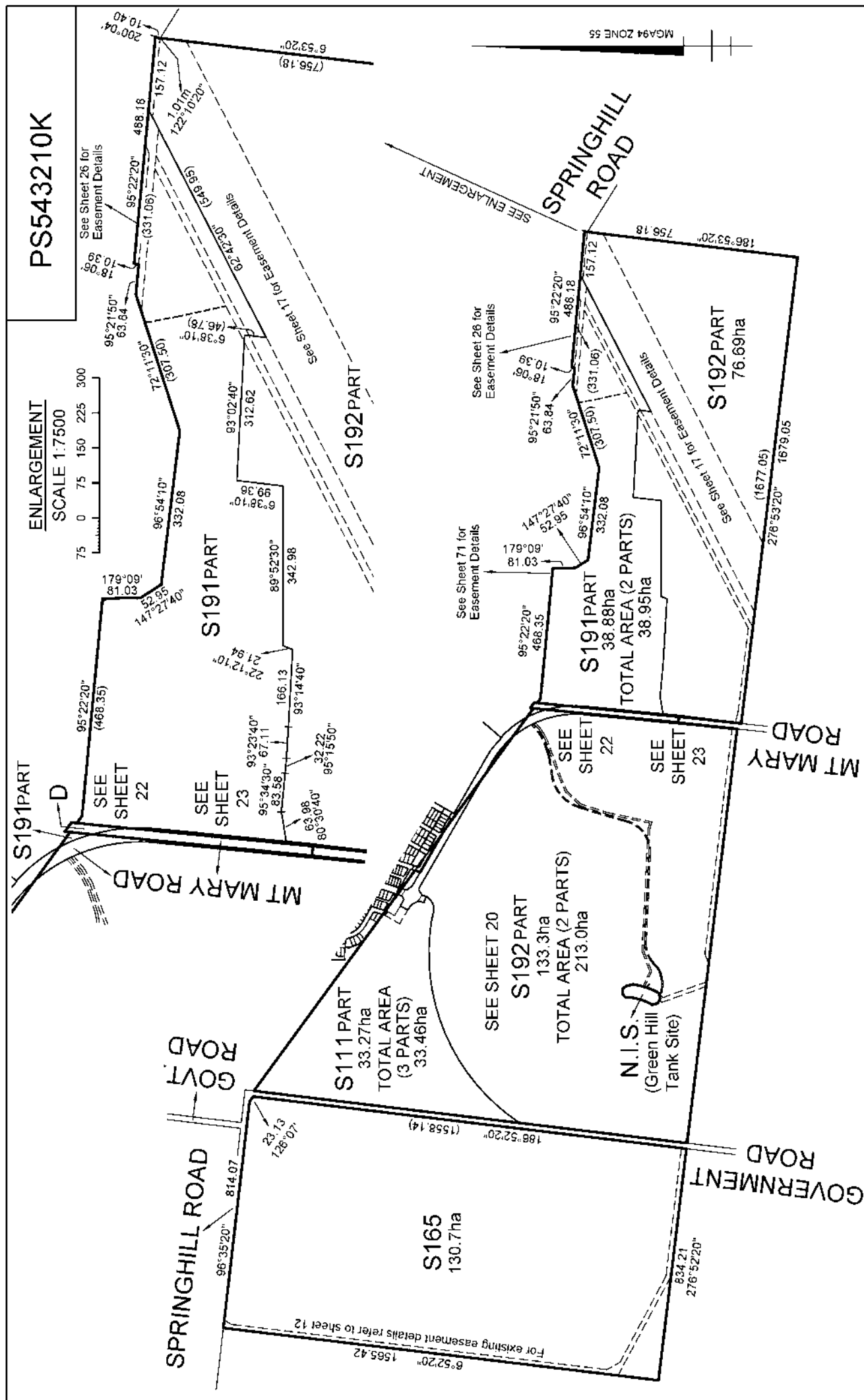
Sheet 16

Date / /

Council Delegate Signature

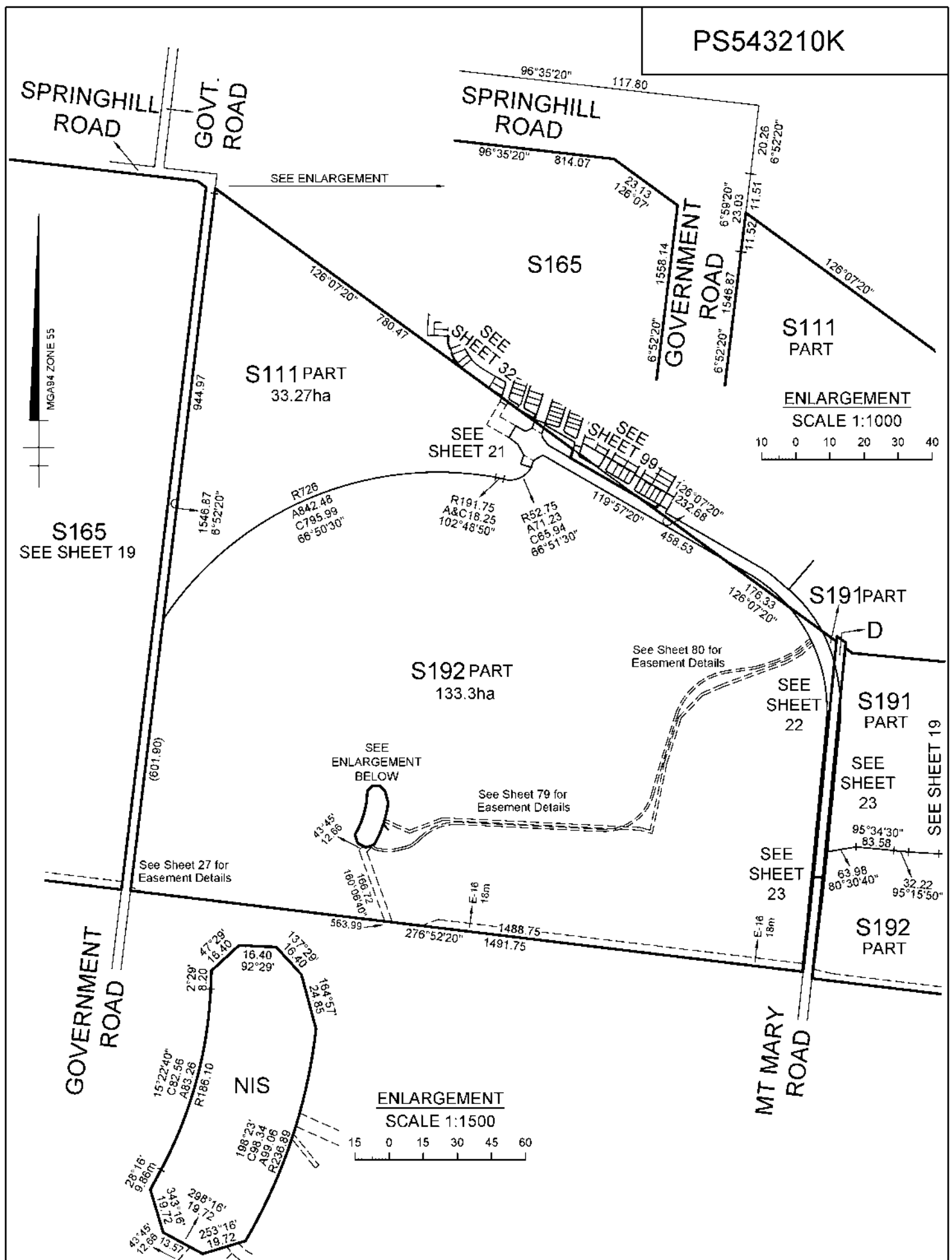
Original sheet size A3





TAYLORS Urban Development Built Environments Infrastructure 6 / 270 Fernside Gully Road, Netting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorssds.com.au	SCALE 1:12500		125 0 125 250 375 500 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref: 09283-964 Ver: 7	SHEET 19
	Licensed Surveyor: LEO ALEXANDER BATEMAN / Version No 7					

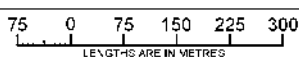
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2600 | Web: taylorsofs.com.au

SCALE
1:7500



Licensed Surveyor:

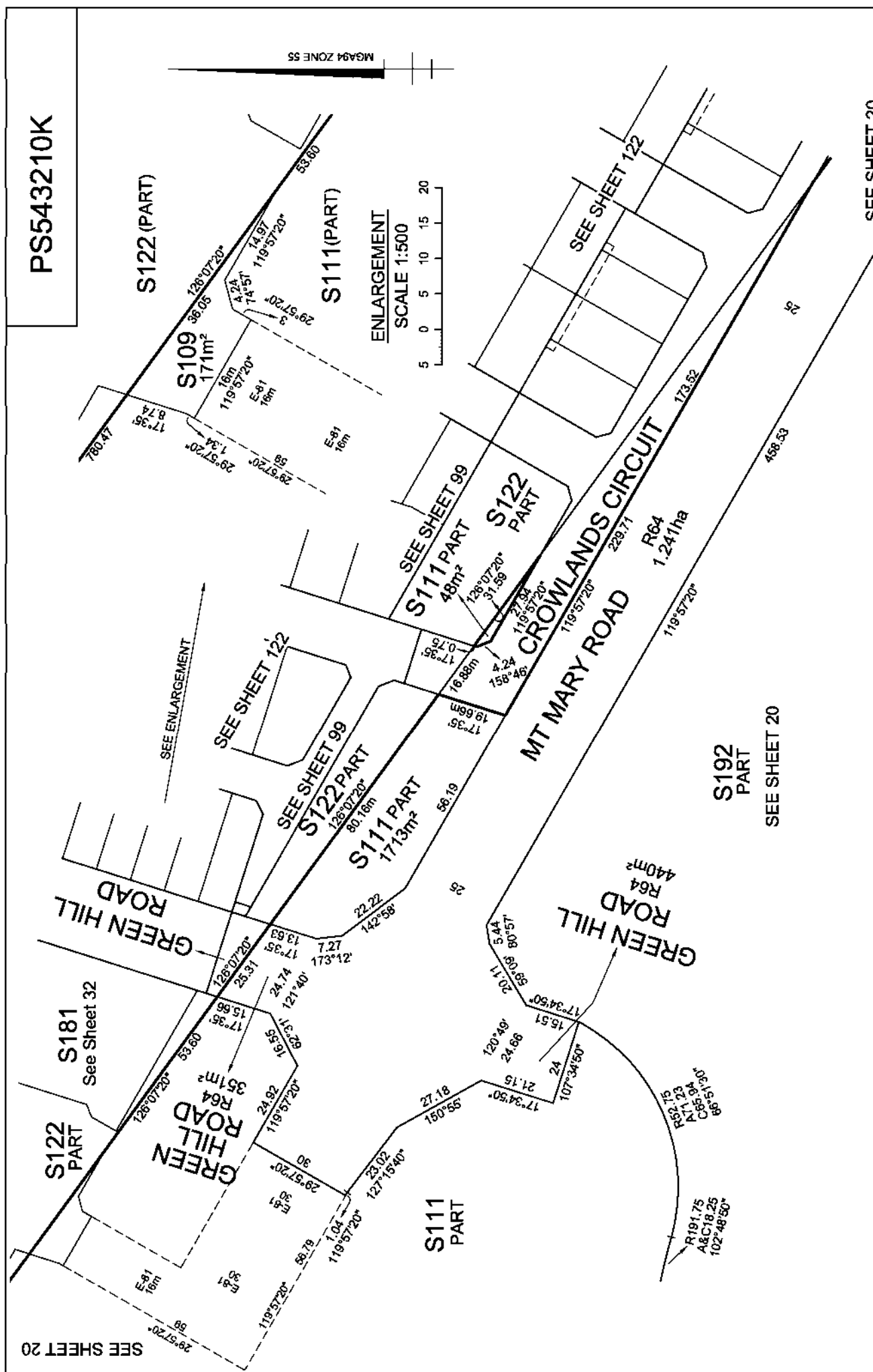
LEO ALEXANDER BATEMAN / Version No 7

ORIGINAL SHEET
SIZE: A3

Ref. 09283-964
Ver. 7

SHEET 20

PS543210K



SEE SHEET 20

SCALE
1:1000

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3	Ref. 09283-984 Ver. 7

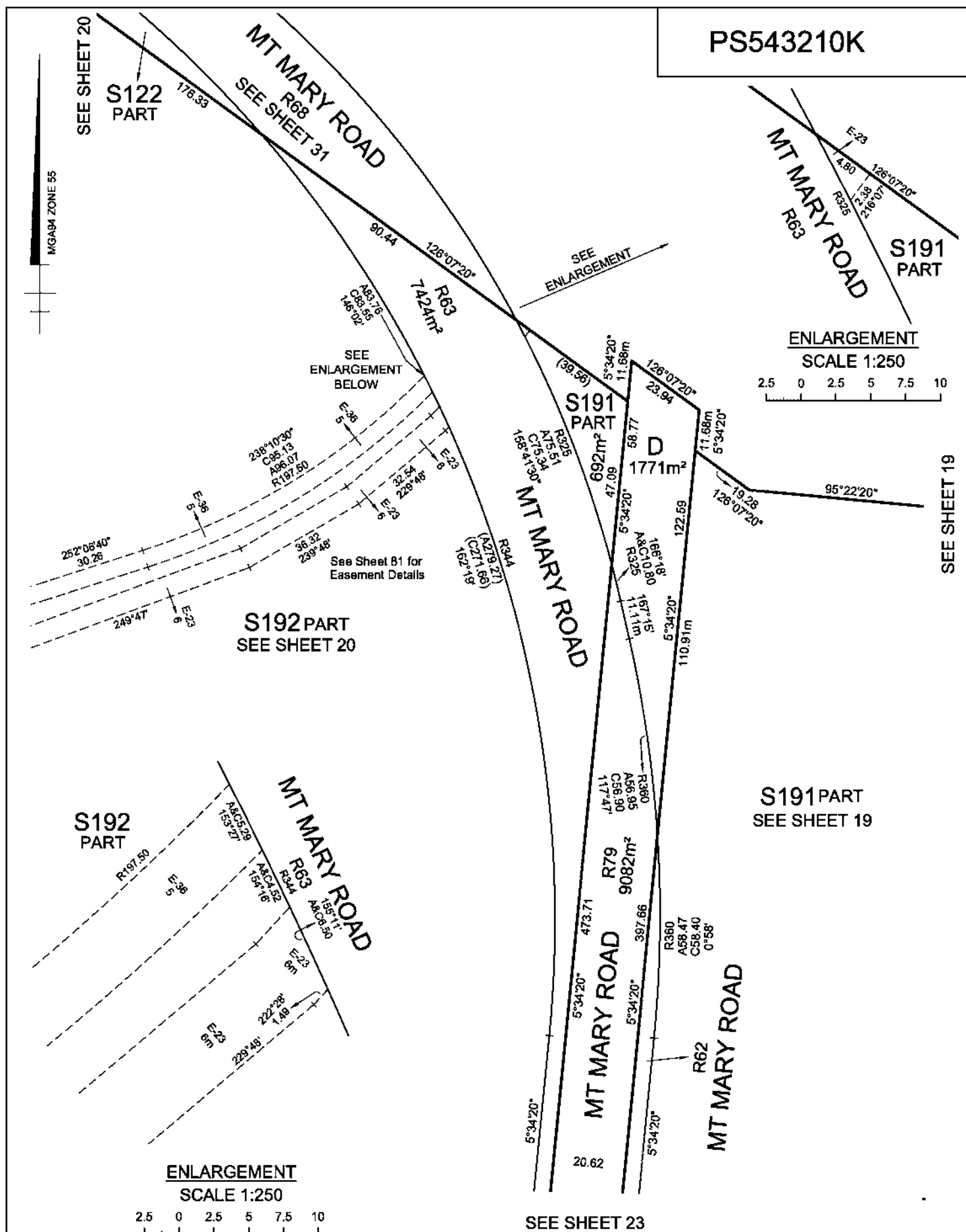
SHEET 21

SCALE 1:1000	10 L

LEO ALEXANDER BATEMAN / Version No 7

SOFTLY

Urban Development | Built Environments | Infrastructure
 S/S/270 Fernree Gully Road, Notting Hill, Victoria, 3169
 Tel: 61 3 9501 2800 | Web: taylorjordan.com.au



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2900 | Web: taylorss.com.au

SCALE
1:1000

10 0 10 20 30 40
LENGTHS ARE IN METRES

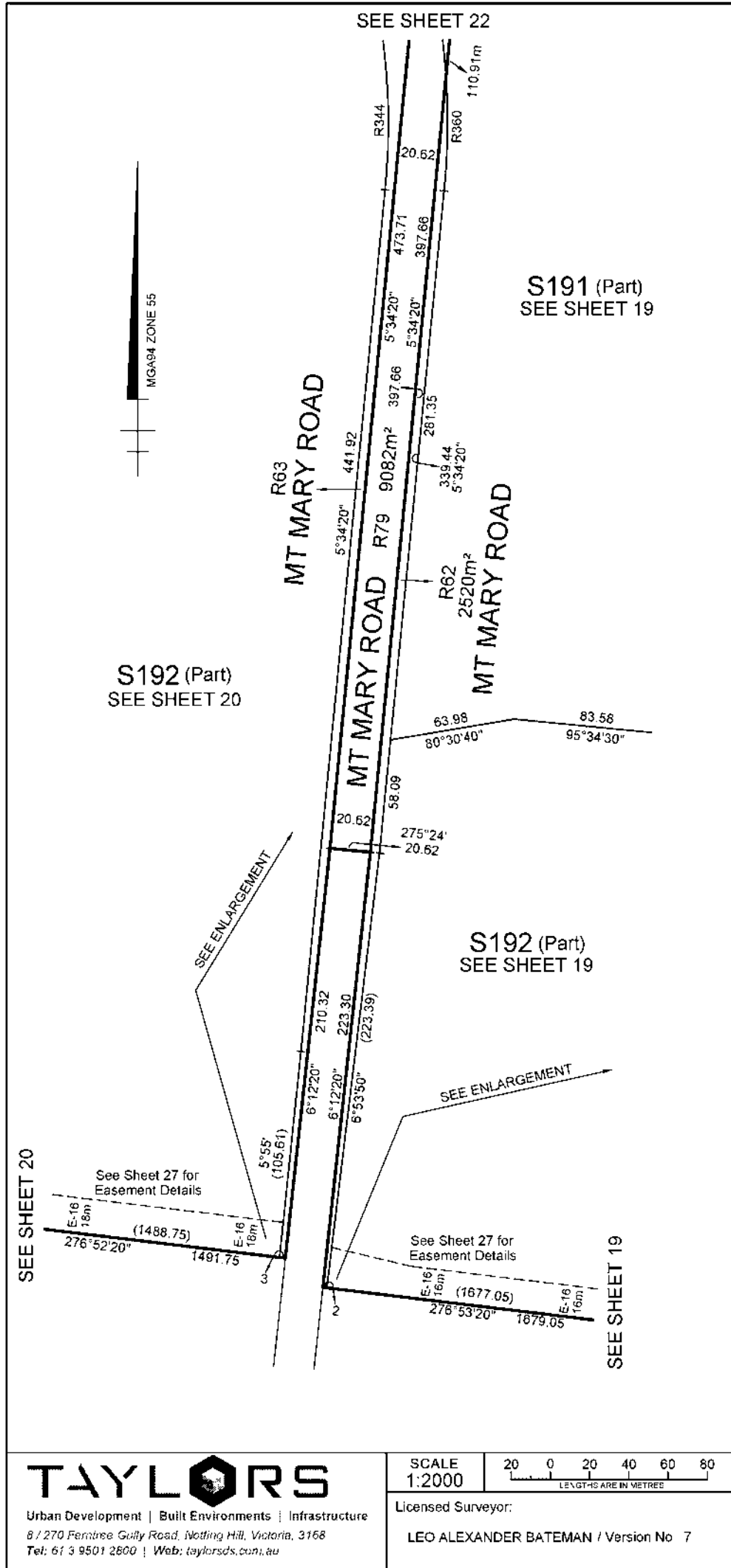
Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 7

ORIGINAL SHEET
SIZE: A3

Ref. 09283-964
Ver. 7

SHEET 22

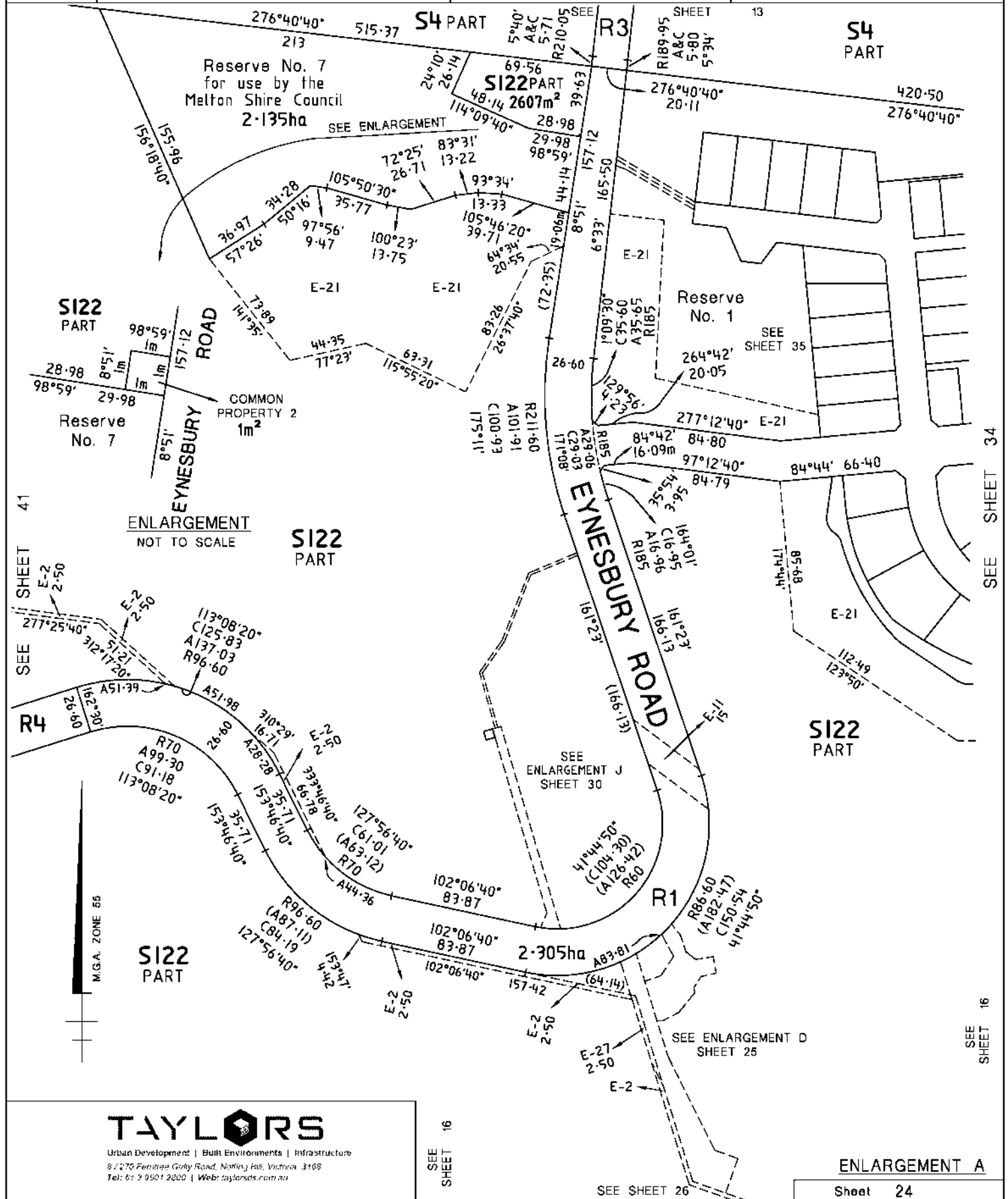


PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8/275 Ferntree Gully Road, Nurling Hill, Victoria 3168
Tel: 61 3 9504 2000 | Web: taylorss.com.au

SEE
SHEET 16

ORIGINAL

SCALE

SCALE
1:2000

SHEET
SIZE
A3

20 0 40 80
LENGTHS ARE IN METRES

LICENSED SURVEYOR : GREGORY STUART WILLIAMS

Signature

Date / /

REF. 9283-C

VERSION 6

17/01/08
MFV

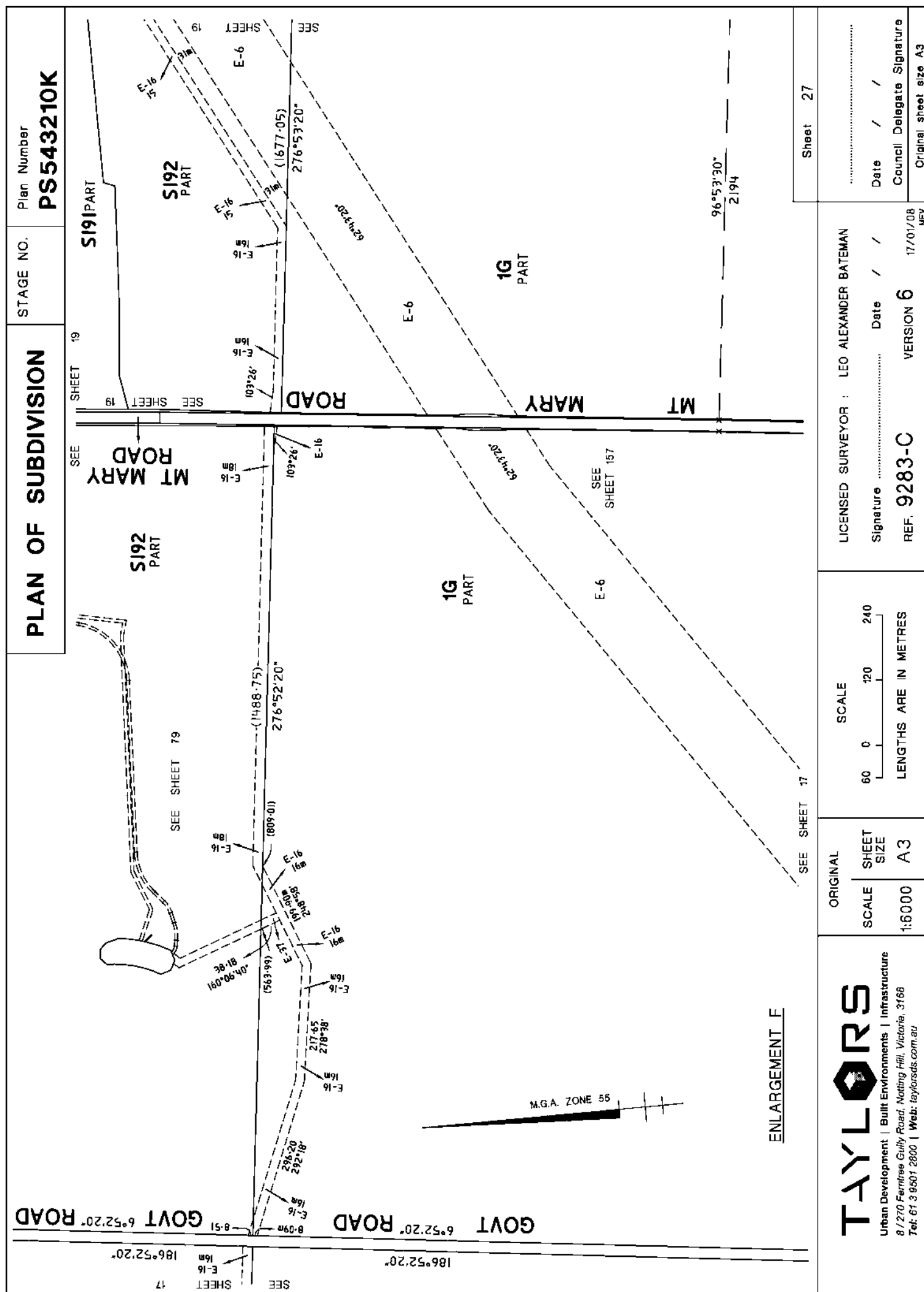
ENLARGEMENT A

Sheet 24

Date / /

Council Delegate Signature

Original sheet size A3

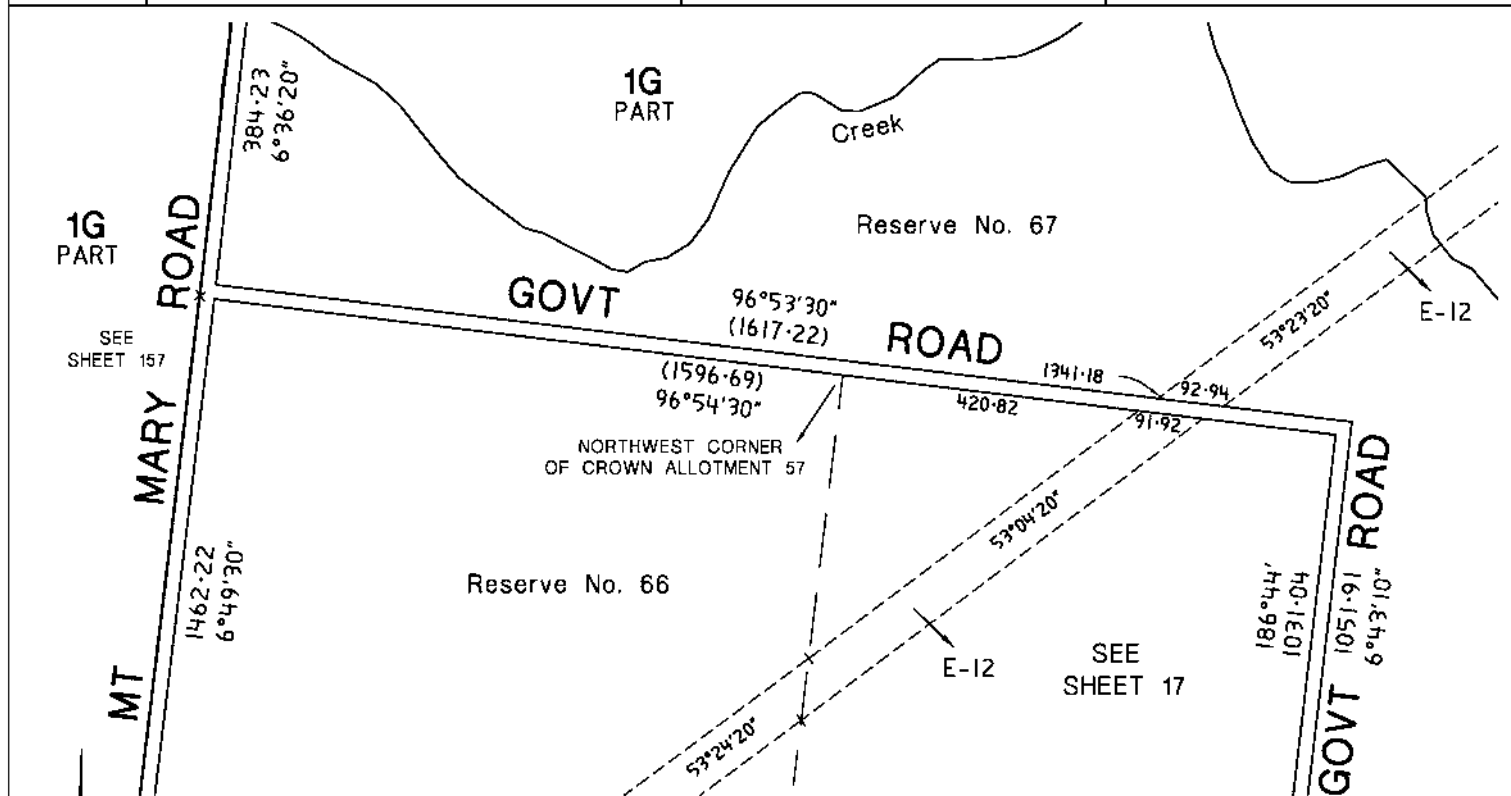


PLAN OF SUBDIVISION

STAGE NO.

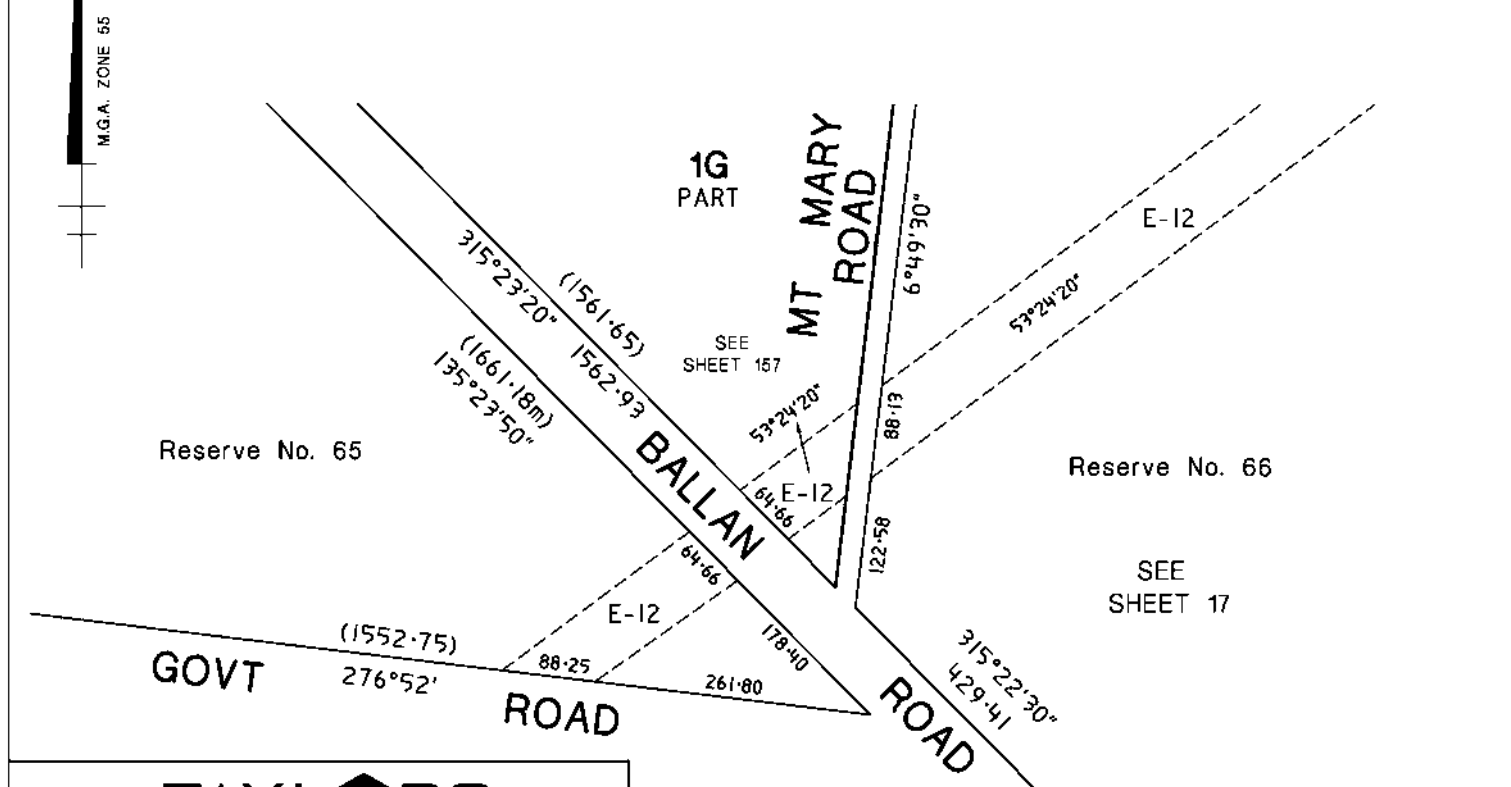
Plan Number

PS543210K



ENLARGEMENT G

SCALE 1:7500



ENLARGEMENT H

SCALE 1:5000

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

Sheet 28

ORIGINAL

SCALE

SCALE SHEET SIZE
A3

0
LENGTHS ARE IN METRES

LICENSED SURVEYOR : GREGORY STUART WILLIAMS

Signature _____ Date / /

REF. 9283-C

VERSION 6

17/01/08
MFV

Date / /
Council Delegate Signature
Original sheet size A3

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS543210K

M.G.A. ZONE 55

SEE
SHEET
24

**S122
PART**

RESERVE No. 8
for use by
Powercor Australia
Limited
26.5m²

ENLARGEMENT
SCALE 1:250

SEE
ENLARGEMENT

**S122
PART**

EYNESBURY

**EYNESBURY
ROAD**

ROAD

TAYLORS

Urban Development | Built Environments | Infrastructure
8/275 Ferntree Gully Road, Nurling Hill, Victoria 3168
Tel: 61 3 9501 2000 | Web: taylorss.com.au

ENLARGEMENT J

Sheet 30

ORIGINAL

SCALE

SCALE SHEET
1:1000 A3

10 0 20 40
LENGTHS ARE IN METRES

LICENSED SURVEYOR : GREGORY STUART WILLIAMS

Signature _____ Date / /

REF. 9283-C

VERSION 6

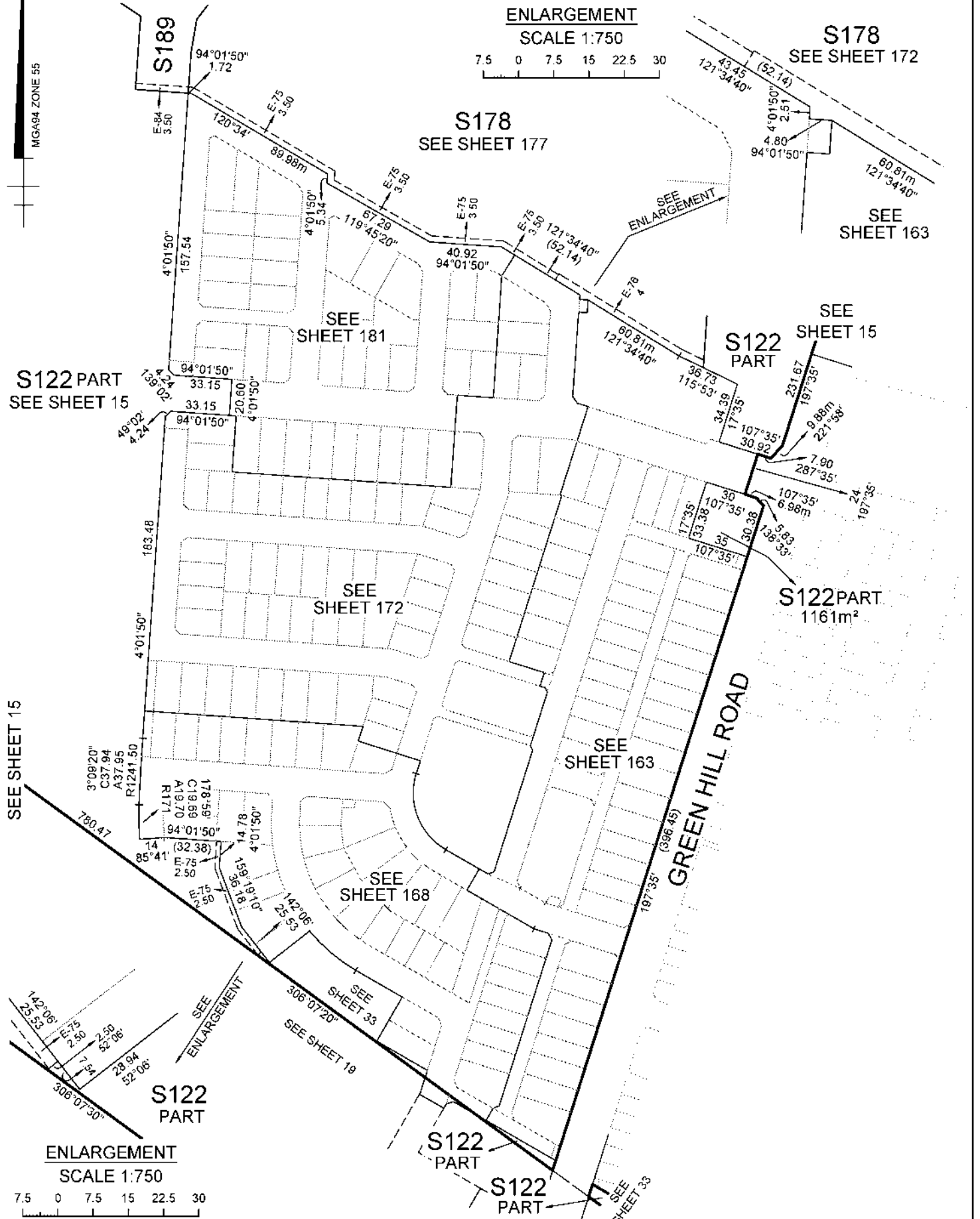
17/01/08
MFV

Date / /
Council Delegate Signature

Original sheet size A3



PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
6 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3166
Tel: 61 3 9501 2800 | Web: taylorss.com.au

SCALE
1:2000

20 0 20 40 60 80
LENGTHS ARE IN METRES

Licensed Surveyor:

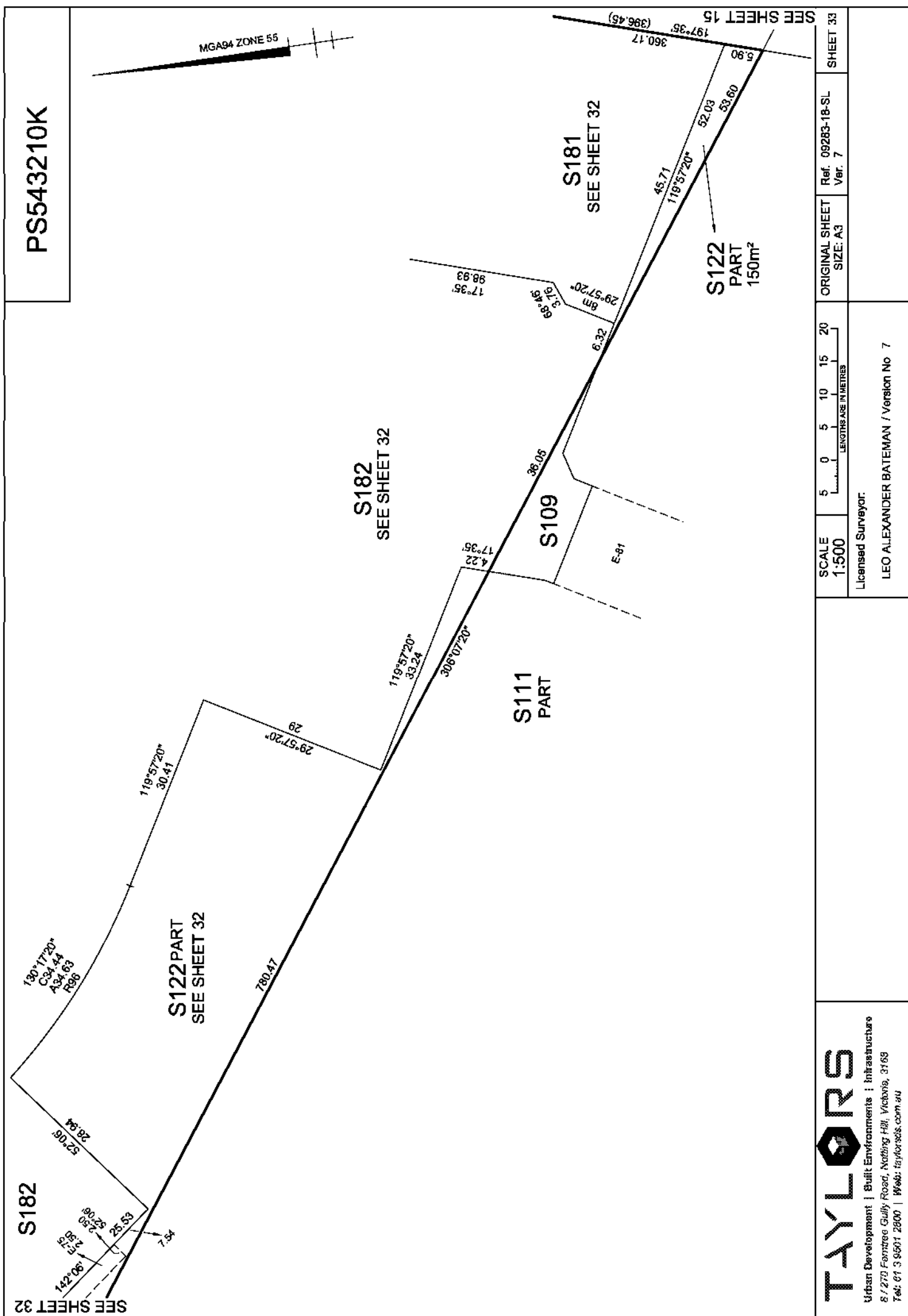
LEO ALEXANDER BATEMAN / Version No 7

ORIGINAL SHEET
SIZE: A3

Ref. 09283-18-SL
Ver. 7

SHEET 32

PS543210K



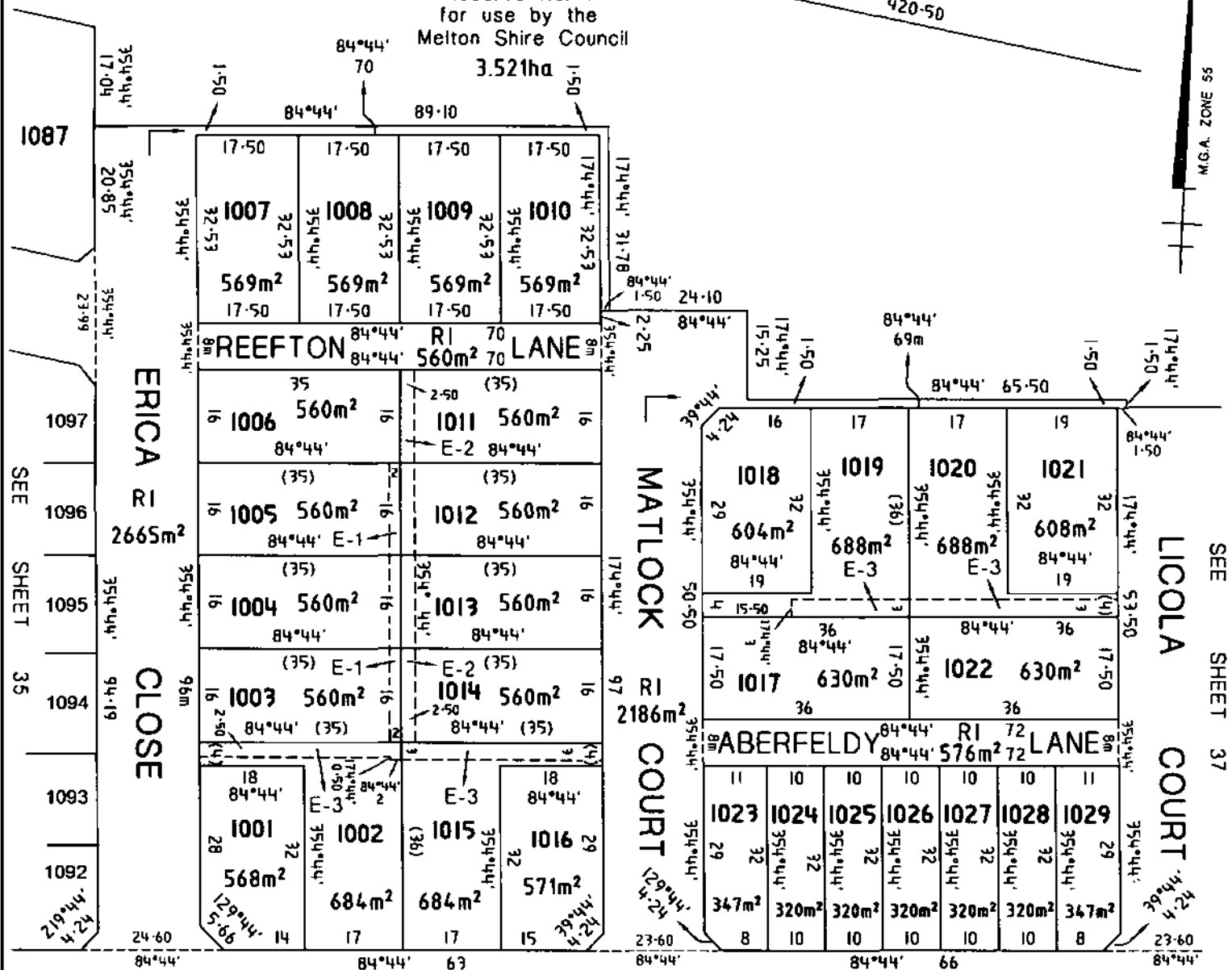
PLAN OF SUBDIVISION

Plan Number

PS543210K

**S4
PART**

Reserve No. 1
for use by the
Melton Shire Council
3.521ha



M.G.A. ZONE 55

SEE SHEET 37

WALHALLA

RI
1.020ha

DRIVE

1085

1055

1054

1053

1052

E-13

Reserve
No.4

2011m²

E-13

1051	1050	1049	1048	1047	1046	1045	1044

SEE SHEET 38

SEE SHEET 39

TAYLORS
DEVELOPMENT STRATEGISTS
PTV LTD ABN 51 075 022 114
• Land Services • Town Planning • Development Strategy • Project Co-ordination • Urban Design • GIS
BUILDING 2, 270 PENTRE GULLY ROAD, NOTTING HILL 3168 Tel: 9501 2800 Fax: 9501 2844
Email: info@taylors.com.au Web Site: www.taylors.com.au

Sheet 36

ORIGINAL

SCALE

SCALE
SHEET
SIZE
1:750
A3

7.5 0 15 30
LENGTHS ARE IN METRES

LICENSED SURVEYOR : GREGORY STUART WILLIAMS

Signature Date 18 / 1 / 08

REF. 9283-S1

VERSION 6

17/01/08
MEV

Date 21 / 1 / 2008
Council Delegate Signature
Original sheet size A3

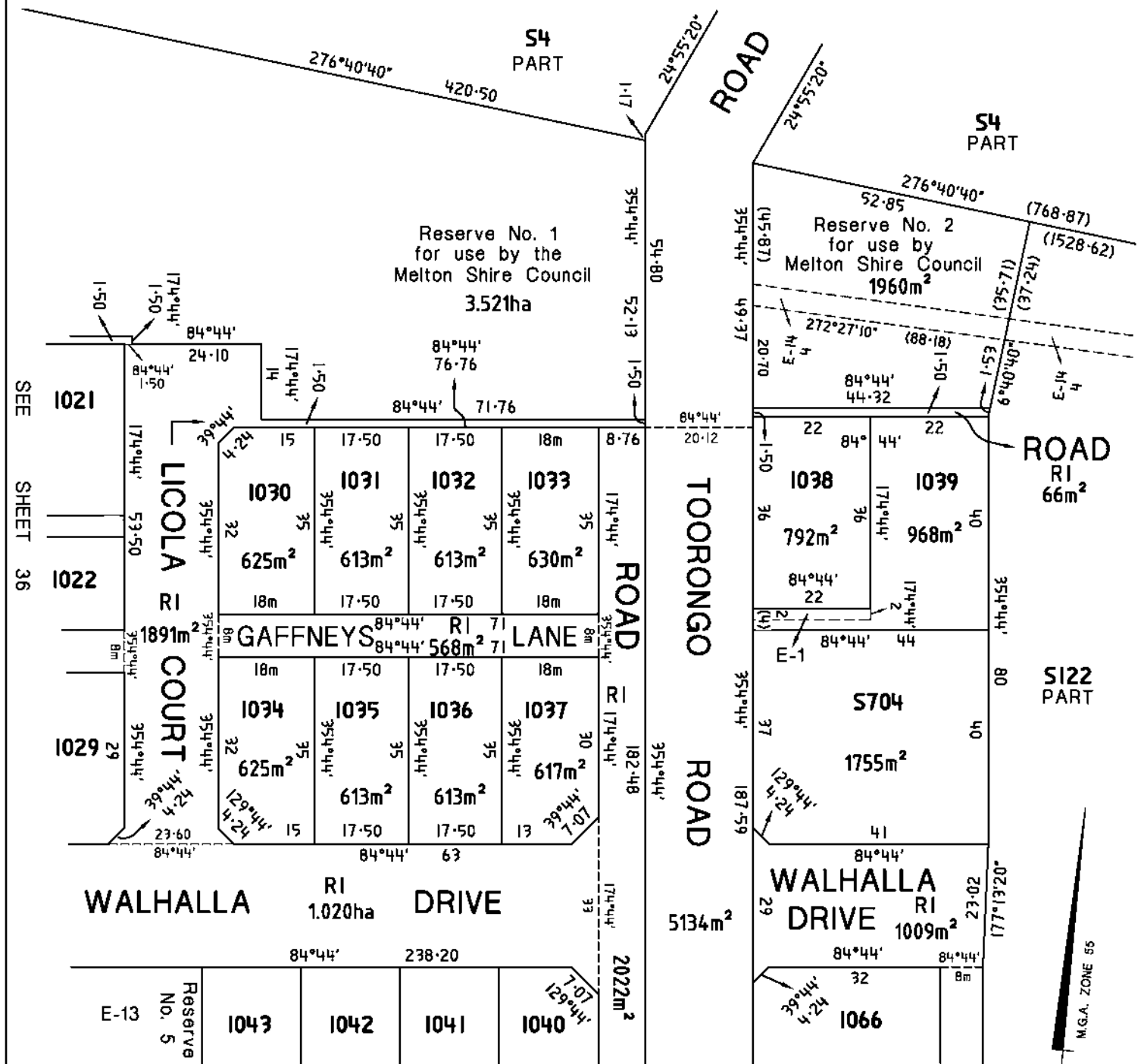
PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS543210K

SEE SHEET 34



TAYLORS

Urban Development | Built Environments | Infrastructure
 8 / 270 Fentress Gully Road, Notting Hill, Victoria, 3188
 Tel: 01 3 9501 2800 | Web: taylorss.com.au

SEE SHEET 40

Sheet 37

ORIGINAL

SCALE

LICENSED SURVEYOR : GREGORY STUART WILLIAMS

SCALE SHEET
1:750 A3

7.5 0 15 30

LENGTHS ARE IN METRES

Signature Date 18 / 1 / 08

REF. 9283-S1

VERSION 6

17/01/08

Date 21 / 1 / 2008

Council Delegate Signature

Original sheet size A3

PLAN OF SUBDIVISION

STAGE NO.

Plan Number
PS543210K

SEE

SHEET 36

36

Reserve No. 1

ERICA CLOSE

MATLOCK CLOSE

1092

1001 1002 1015 1016

1023 1024

264°44' 65°89'

84°44' 84°44' 63'

23°60' 84°44'

WALHALLA

RI 1.020ha

DRIVE

84°44' 66°40'

84°44' 84°44' 238°20'

23°20'

29°98' 6m

30°42' 30°44' 20°08' 19m 18m 18m

Reserve No. 4

1085 807m² 35°66'

1055 1022m² 741m² 702m² 702m²

Reserve No. 4

1084 1150m² 161°58'20" 36°65' 241°25'

1086 825m² 123°05'40" 43°58' 44°44'

Reserve No. 4

1083 1455m² 146°37' 123°55' 121°41' 121°42'

1082 1262m² 114°14'20" 46°06' 46°16'

Reserve No. 4

1081 879m² 103°05'40" 31°59' 31°62'

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

1080 876m² 94°51' 25°98' A26

Reserve No. 5

1080 876m² 94°51' 25°98' A26

PLAN OF SUBDIVISION

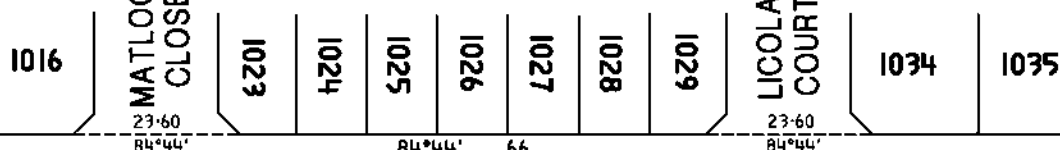
STAGE NO.

Plan Number

PS543210K

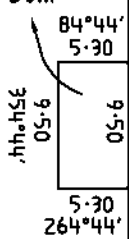
SEE SHEET 36

SEE SHEET 37



Reserve No. 3
for use by
Powercor Australia
Limited

50m²



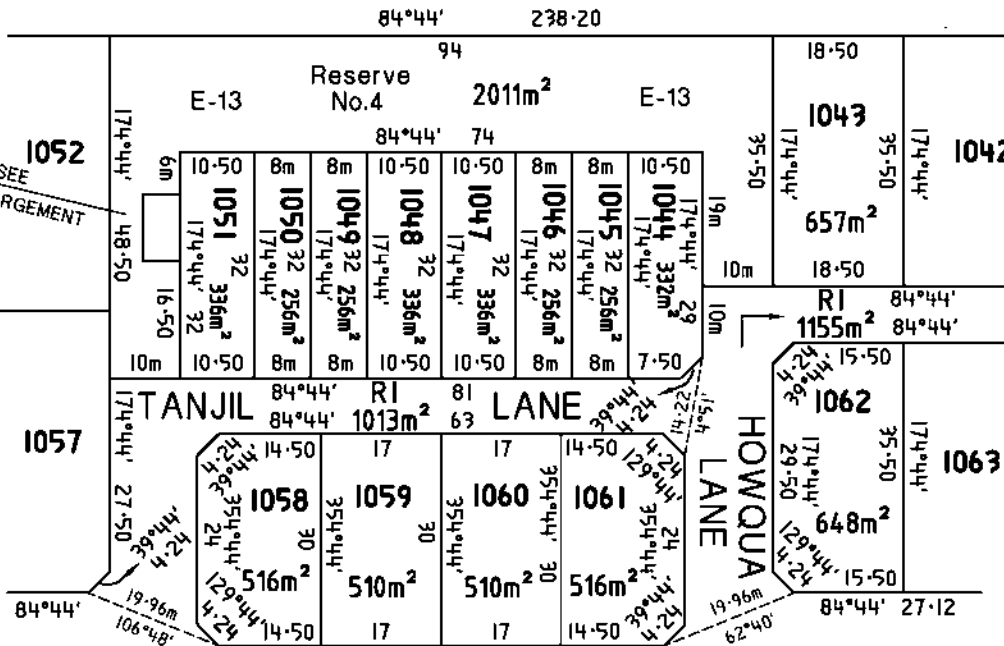
ENLARGEMENT

SCALE 1:400

WALHALLA DRIVE

RI

1.020ha



SEE

SHEET

38

SEE

SHEET

40

M.G.A. ZONE 55

Reserve No. 5
for use by the
Melton Shire Council
425m²

Reserve No. 6
for use by the
Melton Shire Council
431m²

S122 PART

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3188
Tel: 81 3 9501 2800 | Web: taylors.com.au

SEE SHEET 34

Sheet 39

ORIGINAL

SCALE

SCALE SHEET SIZE
1:750 A3

7.5 0 15 30
LENGTHS ARE IN METRES

LICENSED SURVEYOR : GREGORY STUART WILLIAMS

Signature Date 18 / 1 / 08

REF. 9283-S1

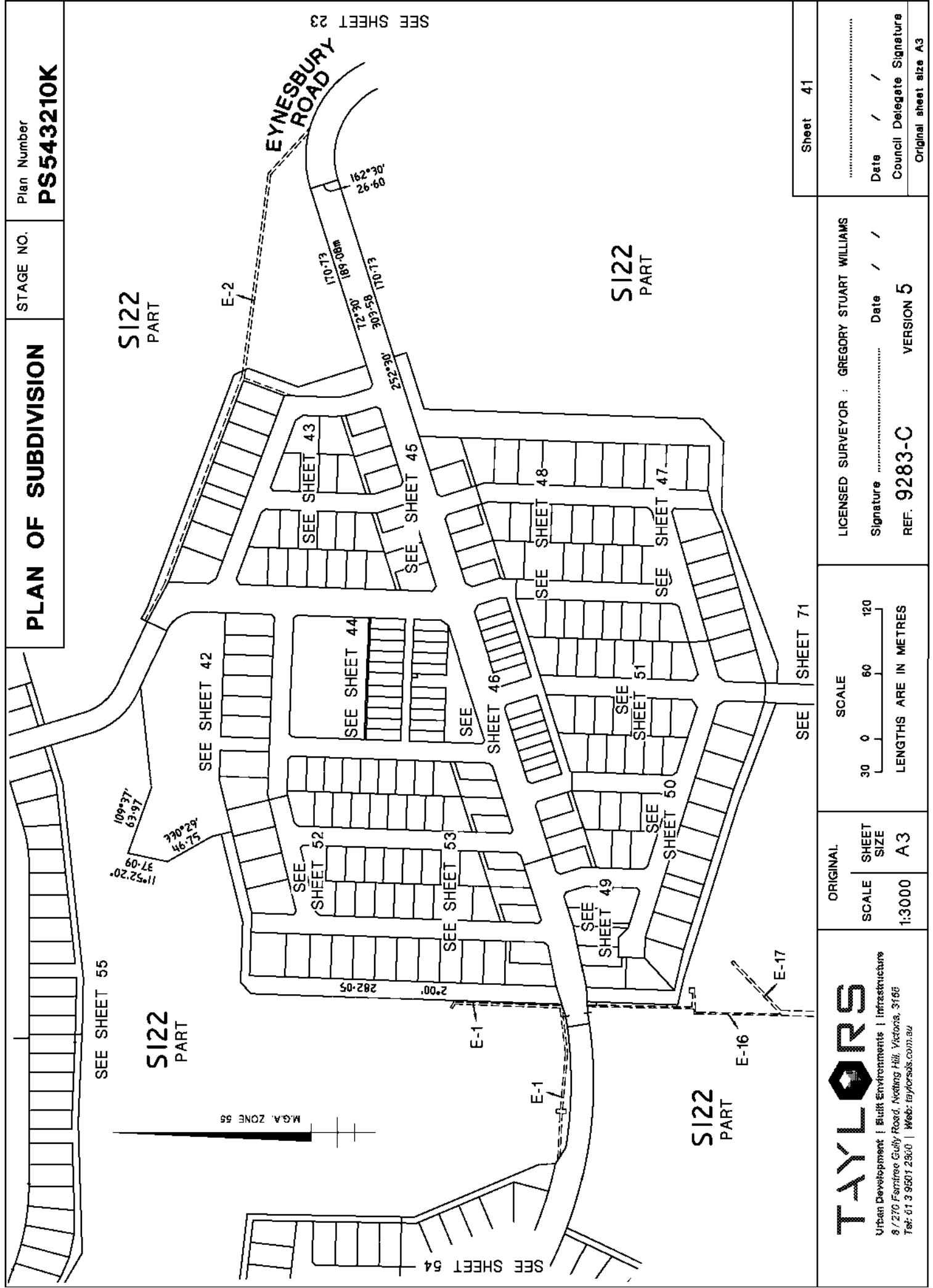
VERSION 6

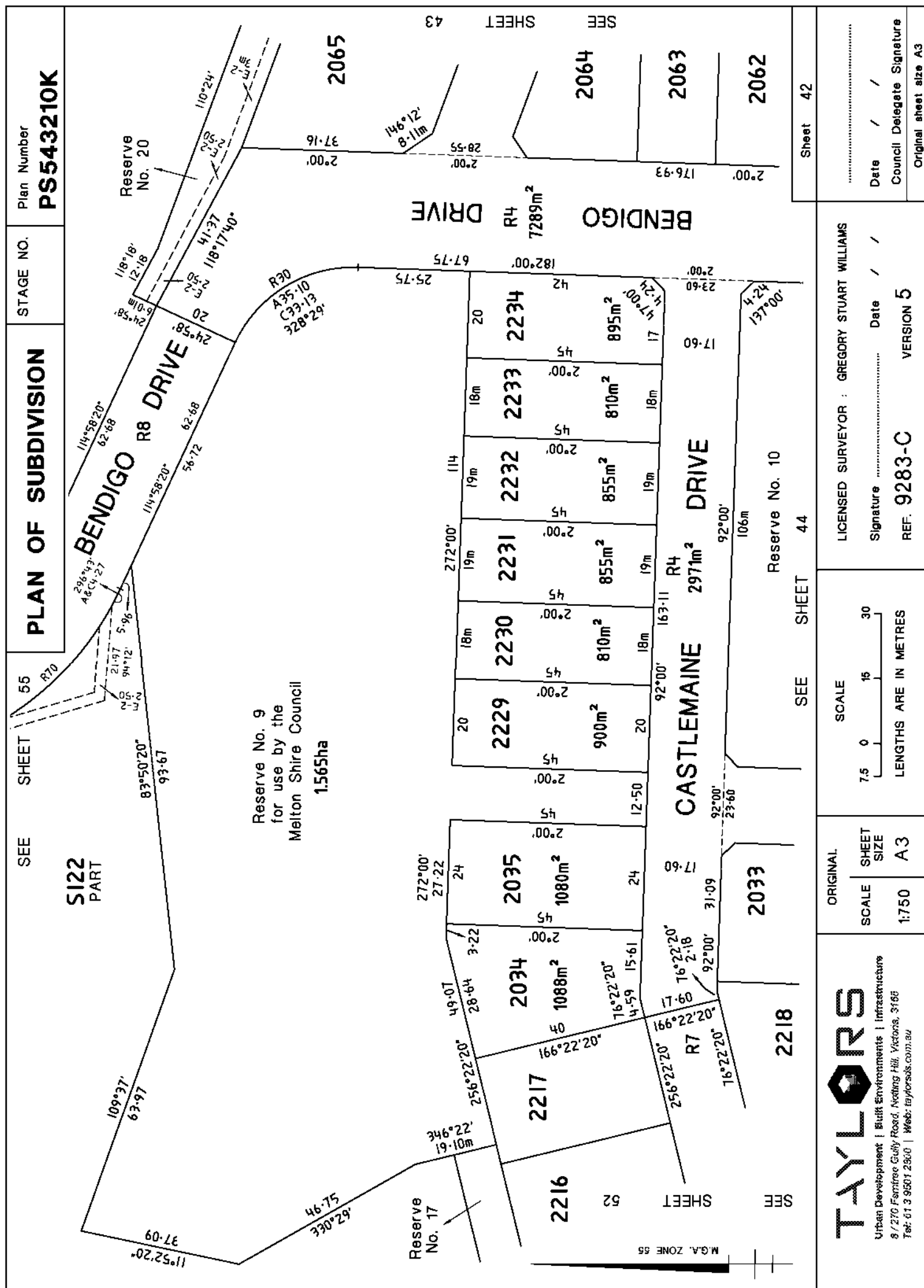
17/01/08 MFV

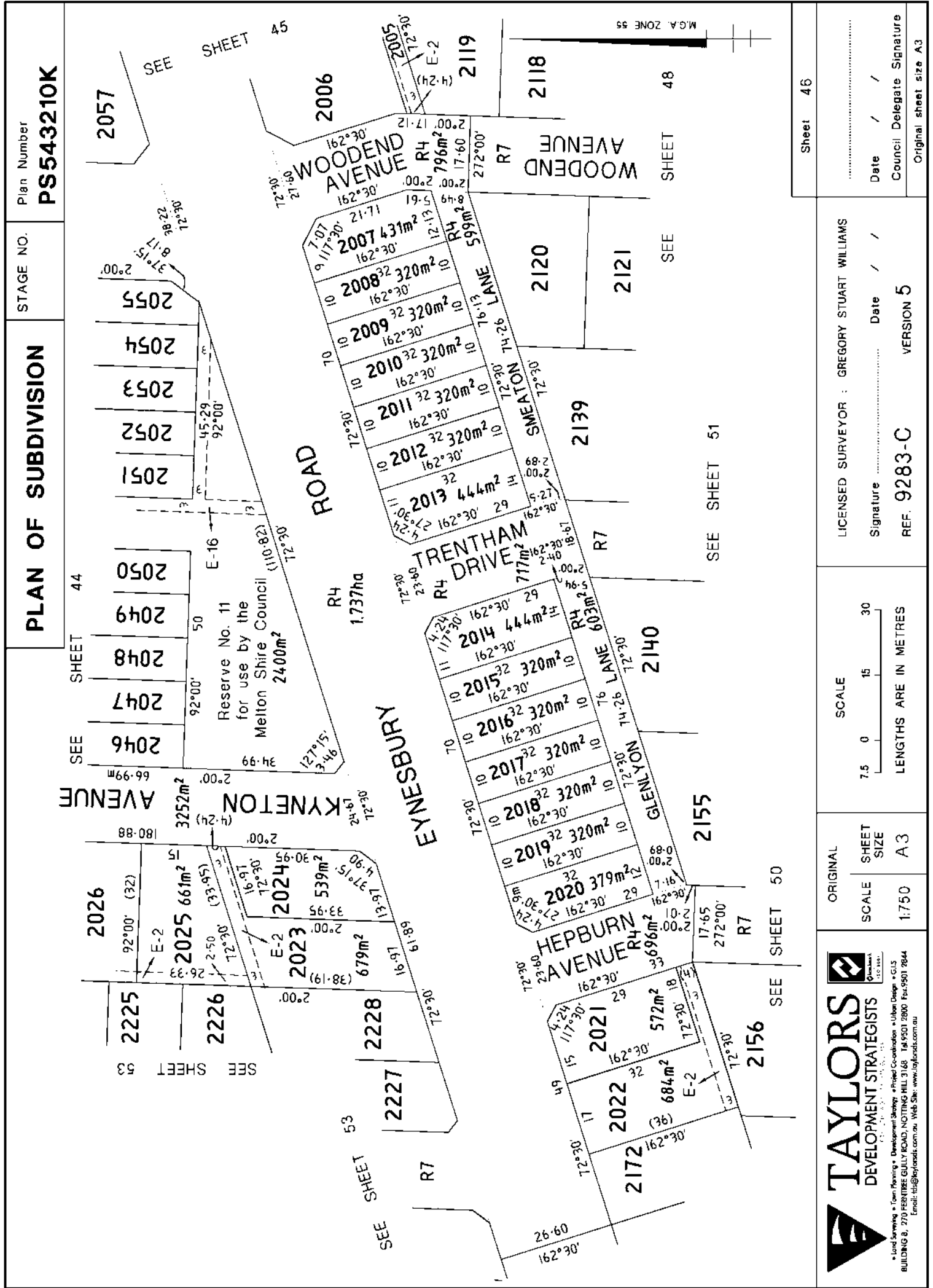
Date 21 / 1 / 2008

Council Delegate Signature

Original sheet size A3







PLAN OF SUBDIVISION

STAGE NO. _____

Plan Number **PS543210K**

SEE SHEET 48

SEE SHEET 51

RESERVE No. 19 1.002ha

MALDON DRIVE

WOODEND AVENUE

R5 DRIVE

RESERVE No. 14 500m²

LOT 2100 802m² E-2

LOT 2101 1031m² E-2

LOT 2102 820m² (40)

LOT 2103 820m² (40)

LOT 2104 820m² (40)

LOT 2105 820m² (40)

LOT 2106 665m² 2107 92°00' (40-90)

LOT 2108 713m² 2109 92°00' (40-90)

LOT 2110 820m² (40)

LOT 2111 820m² (40)

LOT 2112 813m² (35)

LOT 2113 630m² (35)

LOT 2114 630m² (35)

LOT 2115 2582m² (35)

LOT 2123 613m² 2124 613m² (35)

LOT 2125 613m² (35)

LOT 2126 613m² (35)

LOT 2127 761m² (35)

LOT 2132 761m² (35)

LOT 2133 761m² (35)

LOT 2134 761m² (35)

LOT 2135 761m² (35)

LOT 2136 761m² (35)

LOT 2128 800m² (40)

LOT 2129 800m² (40)

LOT 2130 800m² (40)

LOT 2131 800m² (40)

LOT 2132 800m² (40)

LOT 2133 800m² (40)

LOT 2134 800m² (40)

LOT 2135 800m² (40)

LOT 2136 800m² (40)

LOT 2137 800m² (40)

LOT 2138 800m² (40)

LOT 2139 800m² (40)

LOT 2140 800m² (40)

LOT 2141 800m² (40)

LOT 2142 800m² (40)

LOT 2143 800m² (40)

LOT 2144 800m² (40)

LOT 2145 800m² (40)

LOT 2146 800m² (40)

LOT 2147 800m² (40)

LOT 2148 800m² (40)

LOT 2149 800m² (40)

LOT 2150 800m² (40)

LOT 2151 800m² (40)

LOT 2152 800m² (40)

LOT 2153 800m² (40)

LOT 2154 800m² (40)

LOT 2155 800m² (40)

LOT 2156 800m² (40)

LOT 2157 800m² (40)

LOT 2158 800m² (40)

LOT 2159 800m² (40)

LOT 2160 800m² (40)

LOT 2161 800m² (40)

LOT 2162 800m² (40)

LOT 2163 800m² (40)

LOT 2164 800m² (40)

LOT 2165 800m² (40)

LOT 2166 800m² (40)

LOT 2167 800m² (40)

LOT 2168 800m² (40)

LOT 2169 800m² (40)

LOT 2170 800m² (40)

LOT 2171 800m² (40)

LOT 2172 800m² (40)

LOT 2173 800m² (40)

LOT 2174 800m² (40)

LOT 2175 800m² (40)

LOT 2176 800m² (40)

LOT 2177 800m² (40)

LOT 2178 800m² (40)

LOT 2179 800m² (40)

LOT 2180 800m² (40)

LOT 2181 800m² (40)

LOT 2182 800m² (40)

LOT 2183 800m² (40)

LOT 2184 800m² (40)

LOT 2185 800m² (40)

LOT 2186 800m² (40)

LOT 2187 800m² (40)

LOT 2188 800m² (40)

LOT 2189 800m² (40)

LOT 2190 800m² (40)

LOT 2191 800m² (40)

LOT 2192 800m² (40)

LOT 2193 800m² (40)

LOT 2194 800m² (40)

LOT 2195 800m² (40)

LOT 2196 800m² (40)

LOT 2197 800m² (40)

LOT 2198 800m² (40)

LOT 2199 800m² (40)

LOT 2200 800m² (40)

LOT 2201 800m² (40)

LOT 2202 800m² (40)

LOT 2203 800m² (40)

LOT 2204 800m² (40)

LOT 2205 800m² (40)

LOT 2206 800m² (40)

LOT 2207 800m² (40)

LOT 2208 800m² (40)

LOT 2209 800m² (40)

LOT 2210 800m² (40)

LOT 2211 800m² (40)

LOT 2212 800m² (40)

LOT 2213 800m² (40)

LOT 2214 800m² (40)

LOT 2215 800m² (40)

LOT 2216 800m² (40)

LOT 2217 800m² (40)

LOT 2218 800m² (40)

LOT 2219 800m² (40)

LOT 2220 800m² (40)

LOT 2221 800m² (40)

LOT 2222 800m² (40)

LOT 2223 800m² (40)

LOT 2224 800m² (40)

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

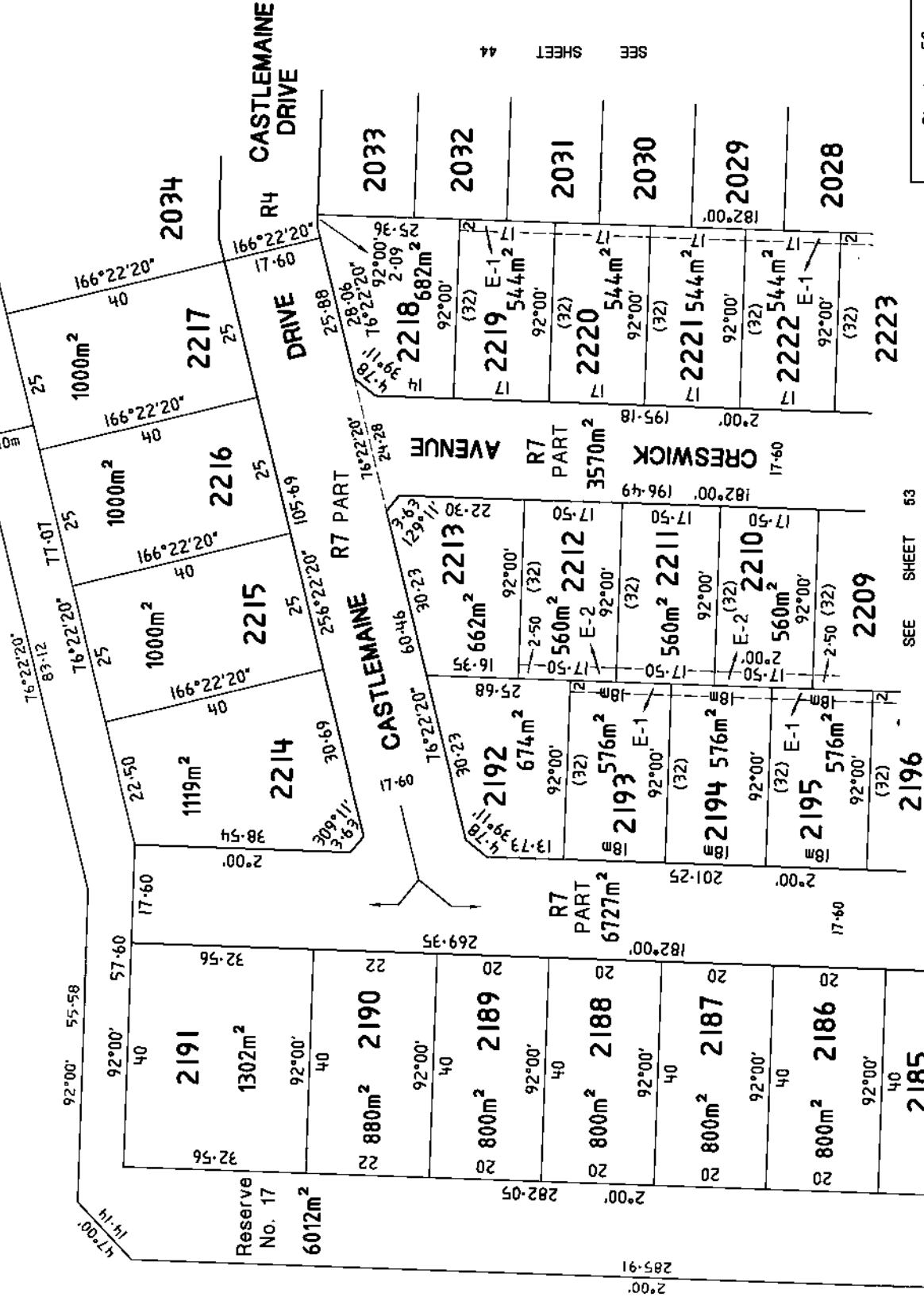
PS543210K

SEE	SHEET	42

Reserve
No. 9

S122
PART

SEE SHEET 15



SEE SHEET 53

Sheet 52

STYL

Urban Development | Built Environments | Infrastructure
8 / 270 Farnham Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

ORIGINAL

SHEET

SHEET

A3

Year	1990	1995	2000	2005	2010	2015	2020
Population (millions)	1.2	1.5	1.8	2.1	2.4	2.7	3.0
GDP (trillion USD)	0.5	1.0	1.5	2.0	2.5	3.0	3.5
Life expectancy (years)	75	78	81	84	87	90	93
Urbanization (%)	40	55	70	85	90	95	98
Renewable energy (%)	10	15	20	25	30	35	40

LENGTHS ARE IN METRES

LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

Signature

Date / /

REF 9283-C

VERSION 5

Date / /

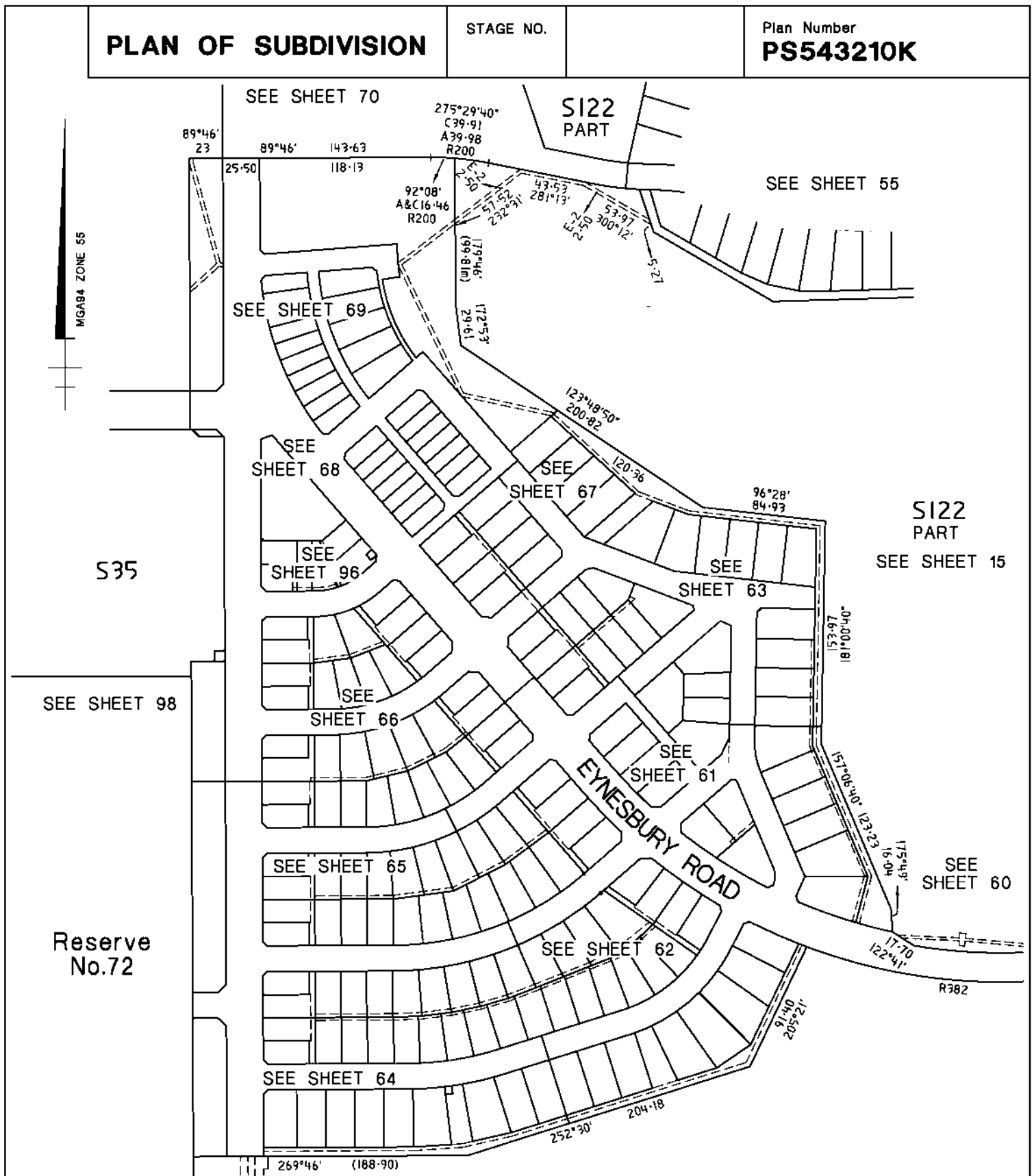
Council Delegate Signature

Original sheet of A3

PLAN OF SUBDIVISION

STAGE NO.

Plan Number
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 8501 2800 | Web: taylorssds.com.au

S122
PART
SEE SHEET 15

ORIGINAL		SCALE		LICENSED SURVEYOR : LEO ALEXANDER BATEMAN		Sheet 54	
SCALE	SHEET SIZE	25	0 25 50 75 100	Signature	Date / /	Date / /	
1:2500	A3	LENGTHS ARE IN METRES		REF.	VERSION 1	Council Delegate Signature	

[illegible]

PLAN OF SUBDIVISION

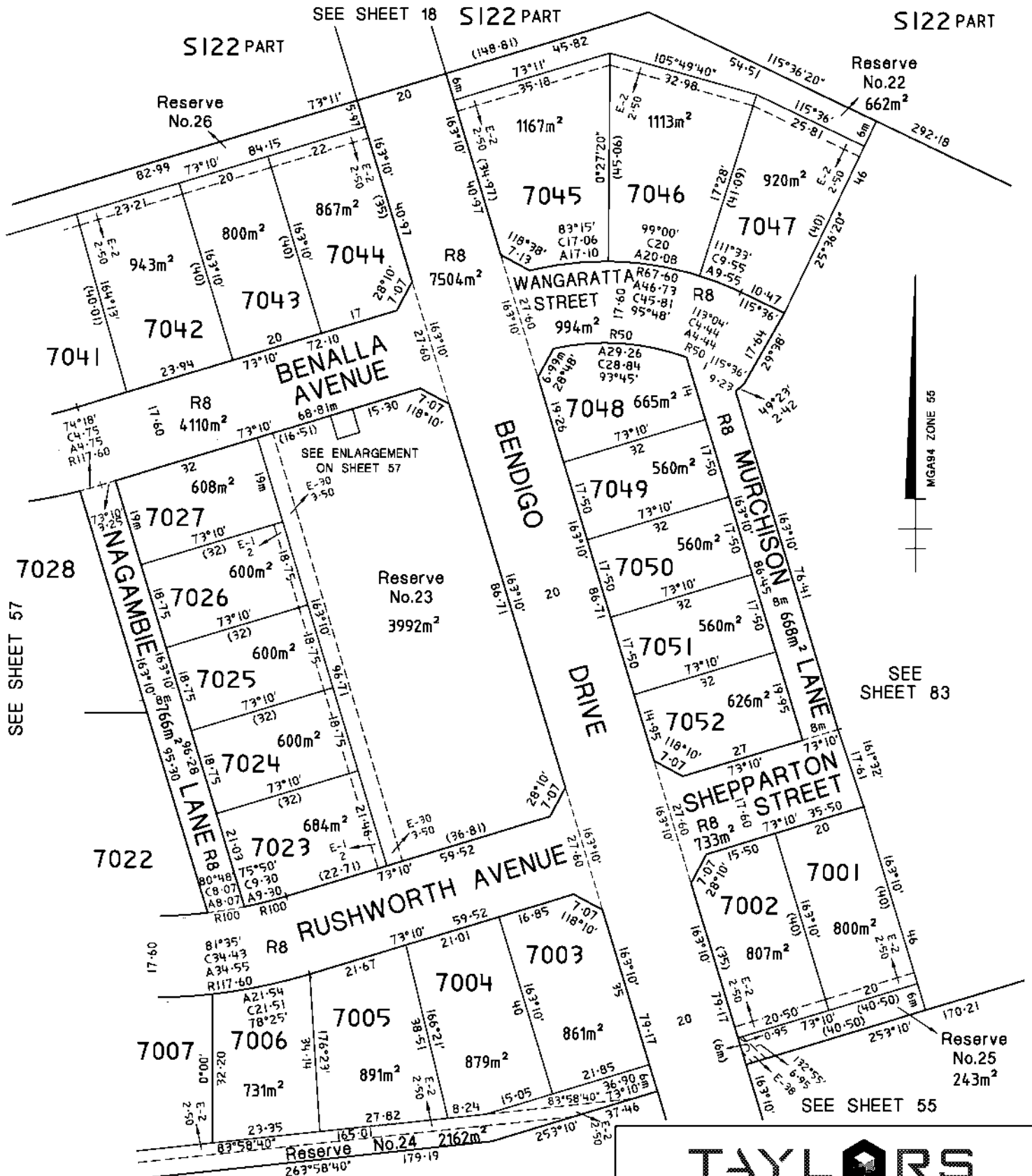
STAGE NO.

Plan Number

PS543210K

SEE SHEET 18 S122 PART

S122 PART



SEE SHEET 57

SEE SHEET 83

SEE SHEET 55

S122 PART
SEE SHEET 10

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3188
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

ORIGINAL

SCALE

LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

Sheet 56

SCALE
1:800

SHEET
SIZE
A3

8 0 8 16 24 32
LENGTHS ARE IN METRES

Signature _____ Date / /
REF. VERSION 8 10/06/10
MFV

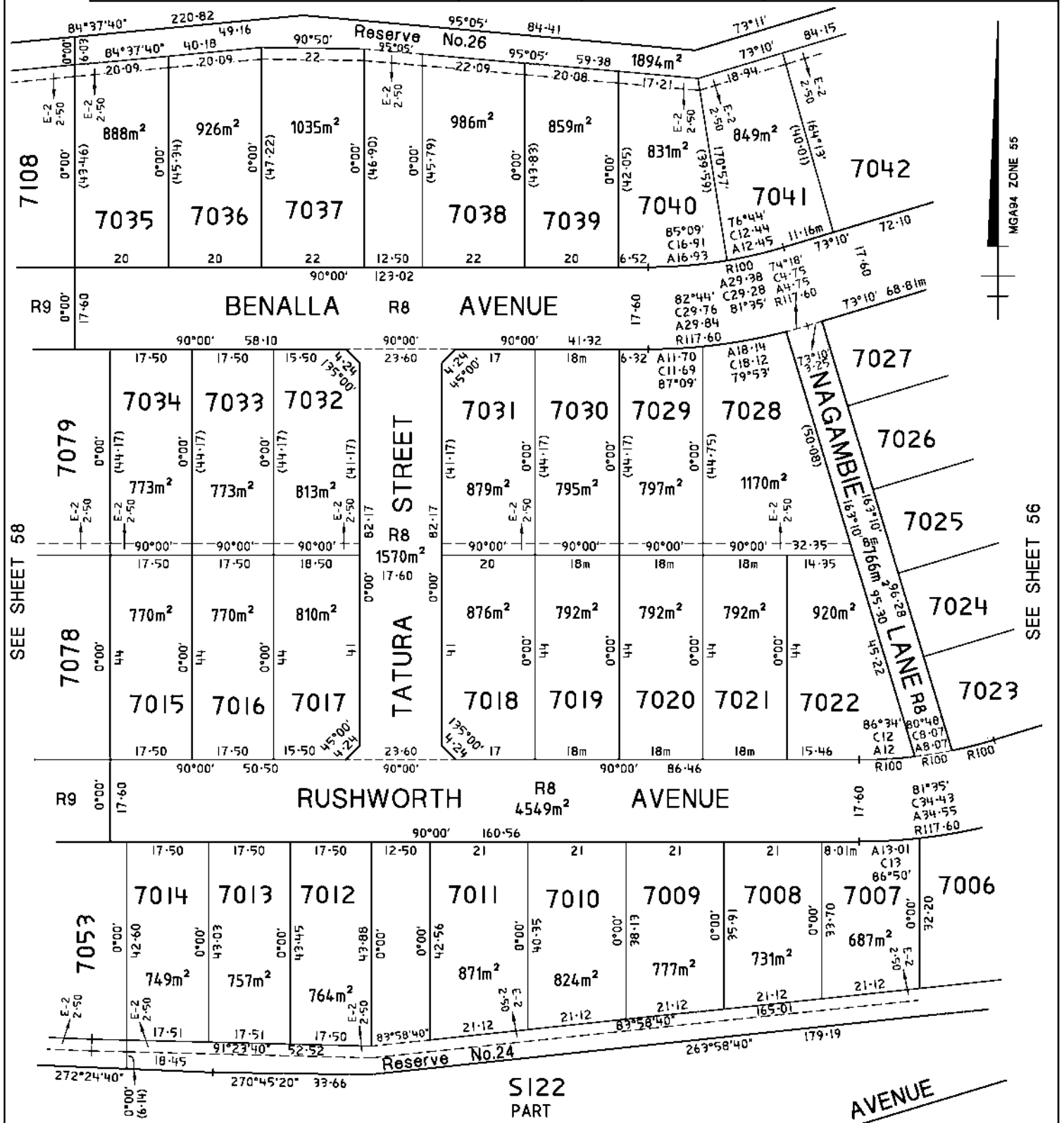
Date / /
Council Delegate Signature

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Farmtree Gully Road, Notting Hill, Victoria, 3168
Tel: 01 3 9501 2800 | Web: taylorstds.com.au

S122
PART
SEE SHEET 10

ENLARGEMENT
NOT TO SCALE

BENALLA AVENUE

Reserve No. 31
for use by Powercor
Australia Limited
26.5m²

Reserve No. 23
(See Sheet 56)

ORIGINAL

SCALE

SCALE
SHEET
SIZE
1:800
A3

8 0 8 16 24 32
LENGTHS ARE IN METRES

LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

Signature / /

REF.

VERSION 8

10/06/10

MFV

Sheet 57

Date / /
Council Delegate Signature

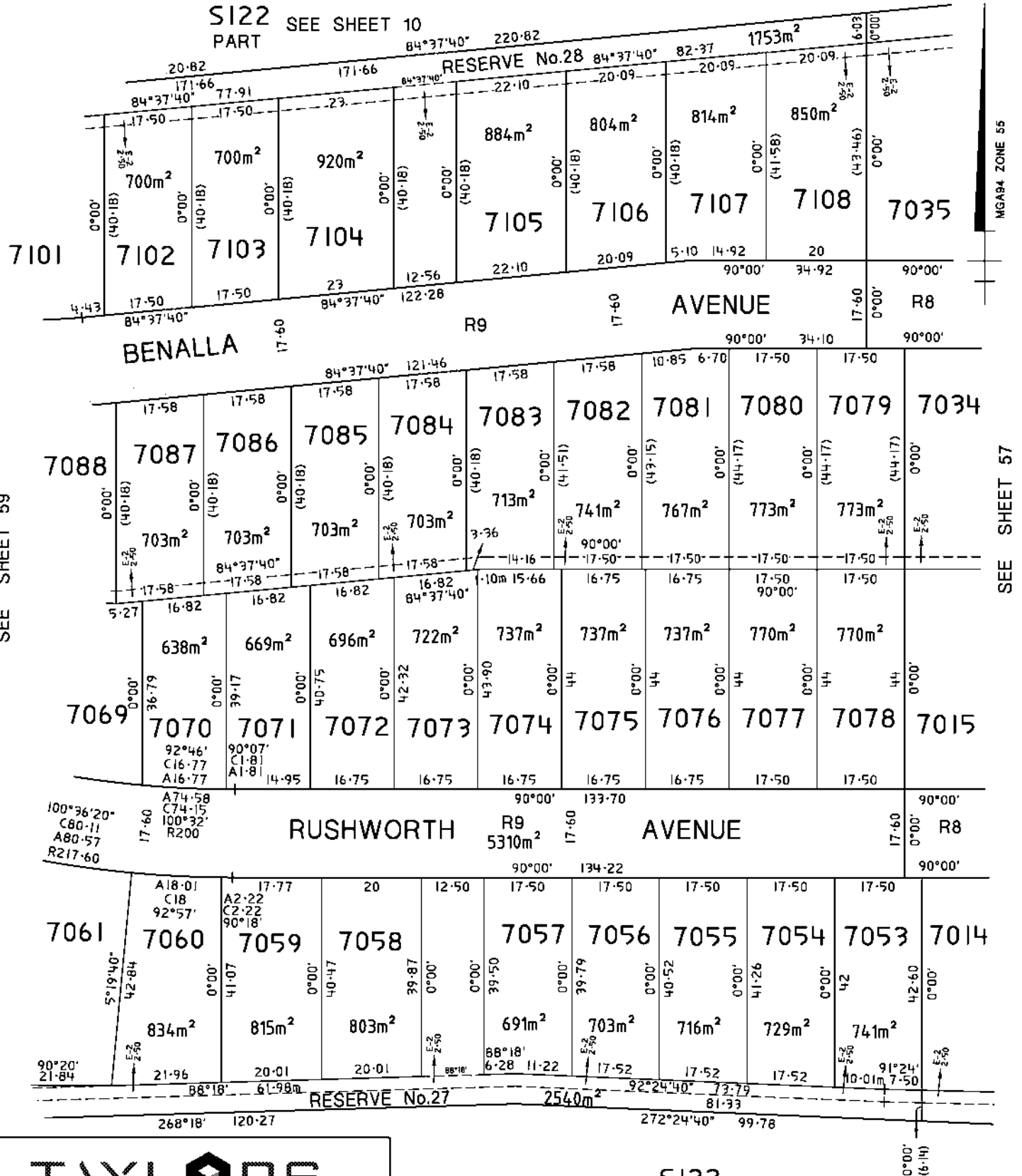
PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS543210K

S122
PART SEE SHEET 10



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9601 2809 | Web: taylorss.com.au

S122
PART

SEE SHEET 10

ORIGINAL

SCALE

SCALE
SHEET SIZE
1:750 A3

7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

LICENSED SURVEYOR :

Signature / Date /

REF.

VERSION 6

13/07/09
MFV/SP

Sheet 58

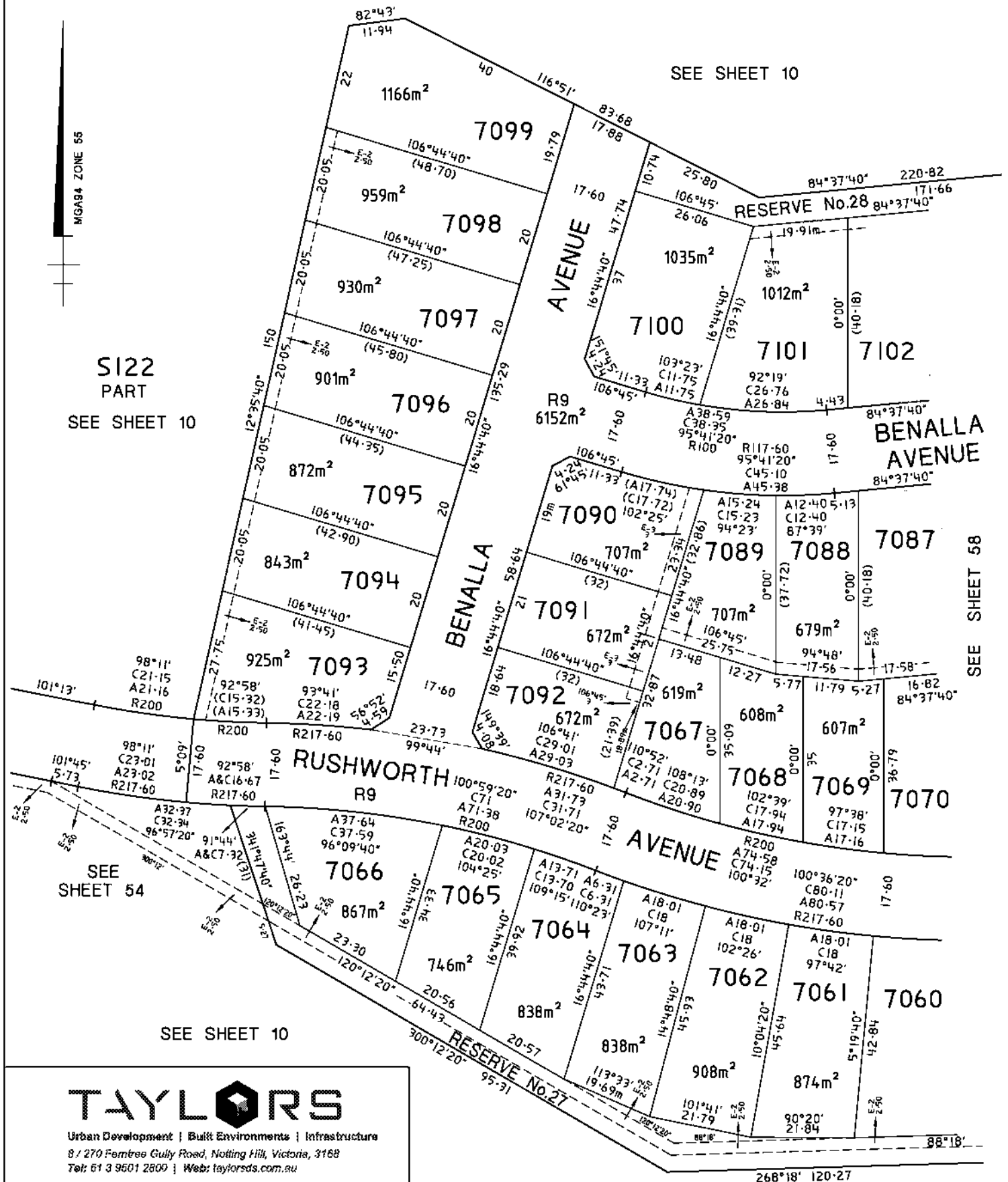
Date / /
Council Delegate Signature

PLAN OF SUBDIVISION

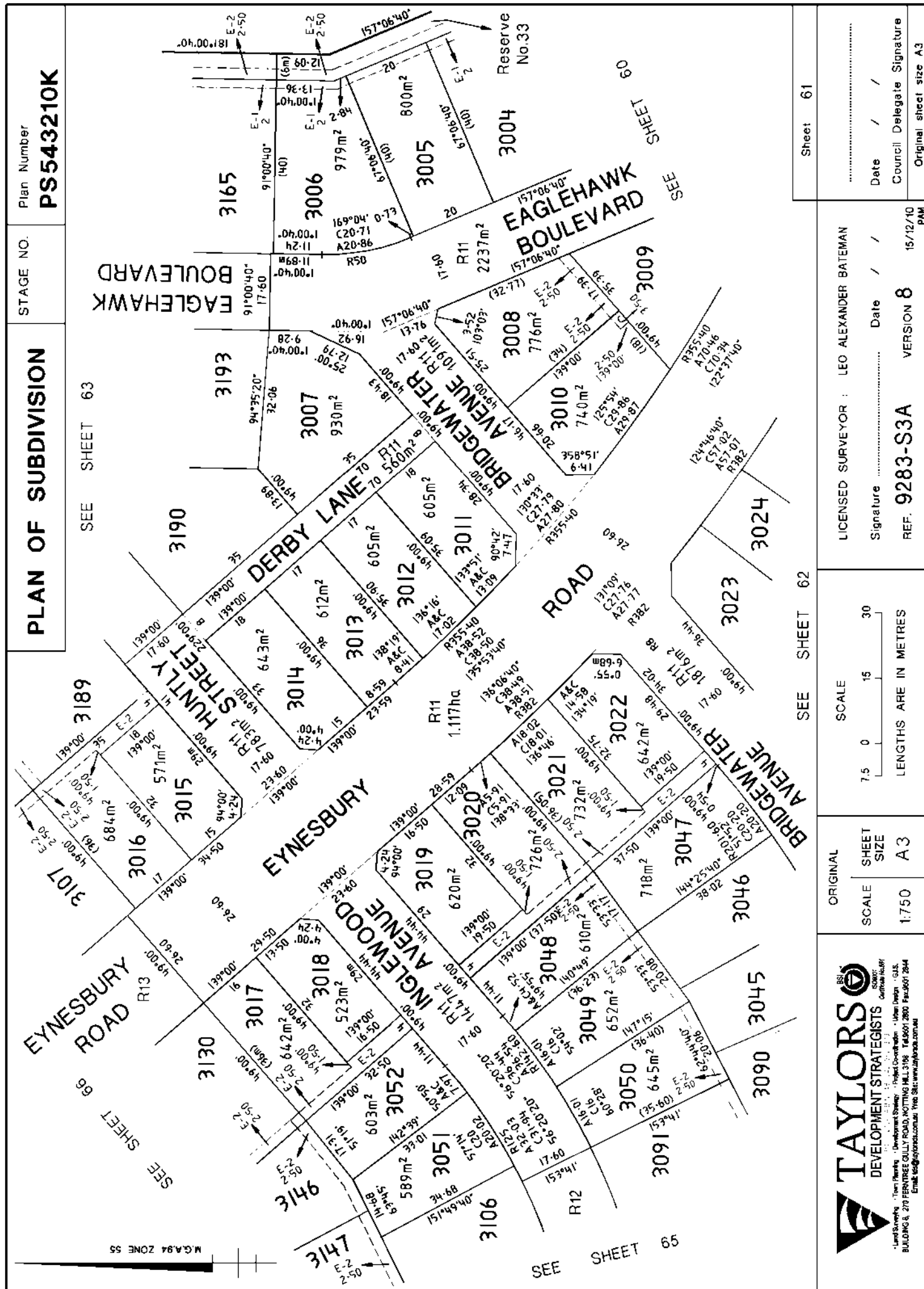
STAGE NO.

Plan Number

PS543210K



ORIGINAL		SCALE		LICENSED SURVEYOR :		Sheet 59	
SCALE	SHEET SIZE	7.5 0 7.5 15 22.5 30		Signature	Date / /	Date / /	
1:750	A3	LENGTHS ARE IN METRES		REF.	VERSION 6	13/07/09	Council Delegate Signature
					MFV/SP		



TAYLORS
DEVELOPMENT STRATEGISTS
1/100 EAGLEHAWK BOULEVARD
EYNESBURY VIC 3150
Tel: 03 9400 1234
Fax: 03 9400 1235
Email: info@taylors.com.au
Web: www.taylors.com.au

LICENSED SURVEYOR : LEO ALEXANDER BATEMAN
Signature / Date /
REF. 9283-S3A VERSION 8 15/12/10 PAM

SCALE 1:750
SHEET SIZE A3
ORIGINAL SCALE 1:750
SHEET SIZE A3
LENGTHS ARE IN METRES
7.5 0 15 30

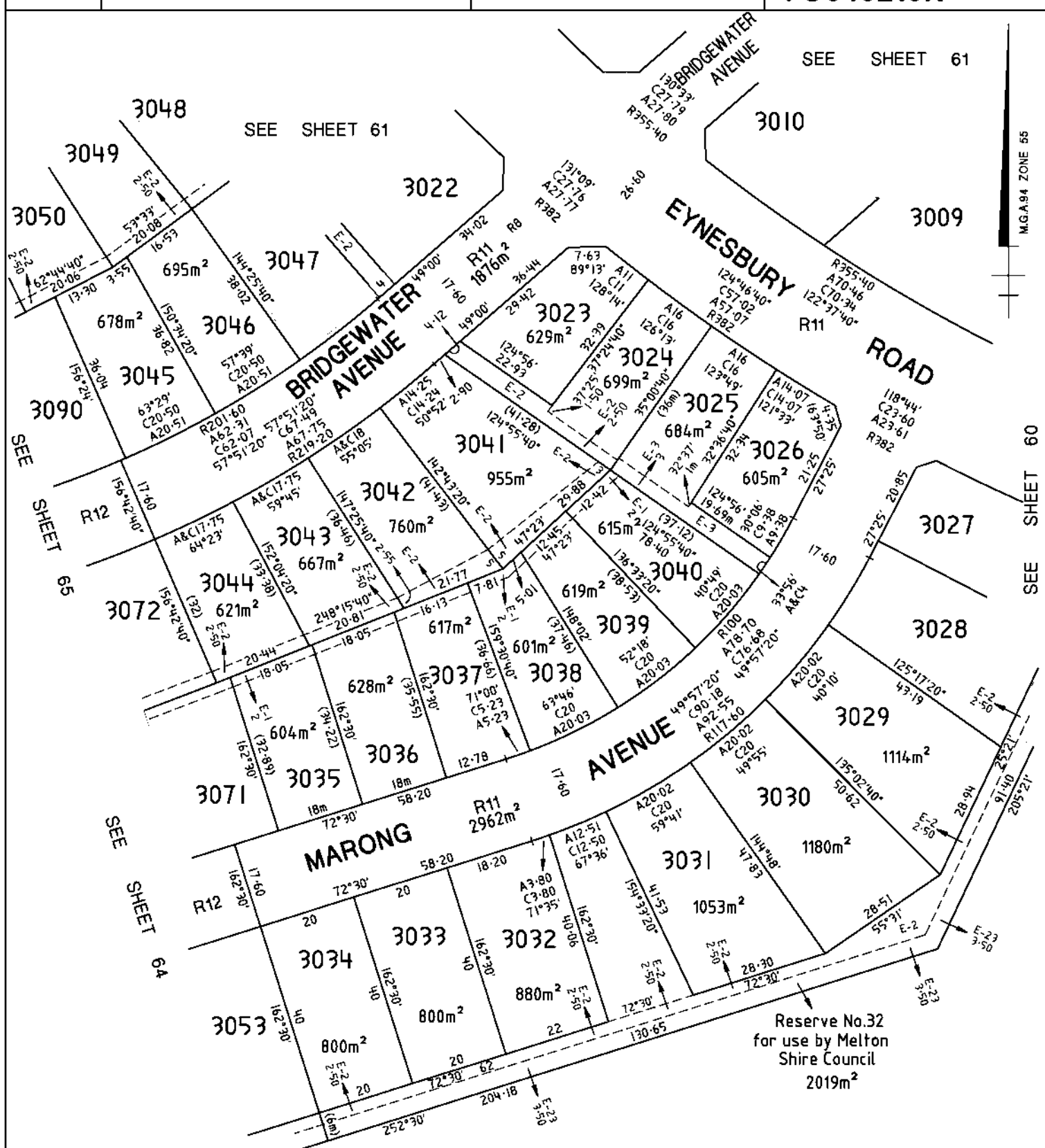
Sheet 61
Date / /
Council Delegate Signature
Original sheet size A3

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 01 3 9501 2800 | Web: taylorssds.com.au

S122

PART

SEE SHEET 10

Sheet 62

LICENSED SURVEYOR : LEO ALEXANDER BATEMAN

Signature _____ Date / /

REF. 9283-S3A

VERSION 8

15/12/10
PAM

Date / /

Council Delegate Signature

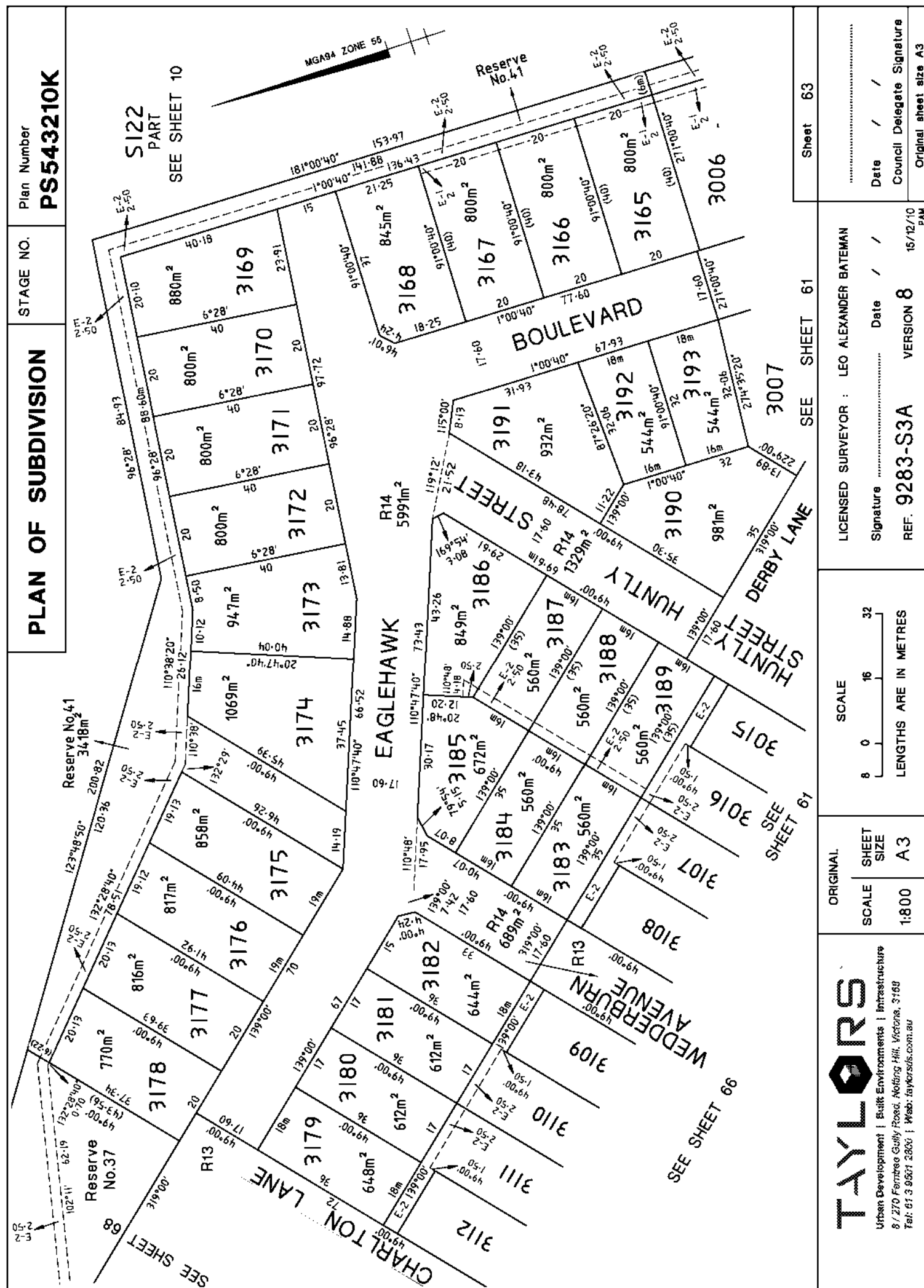
Original sheet size A3

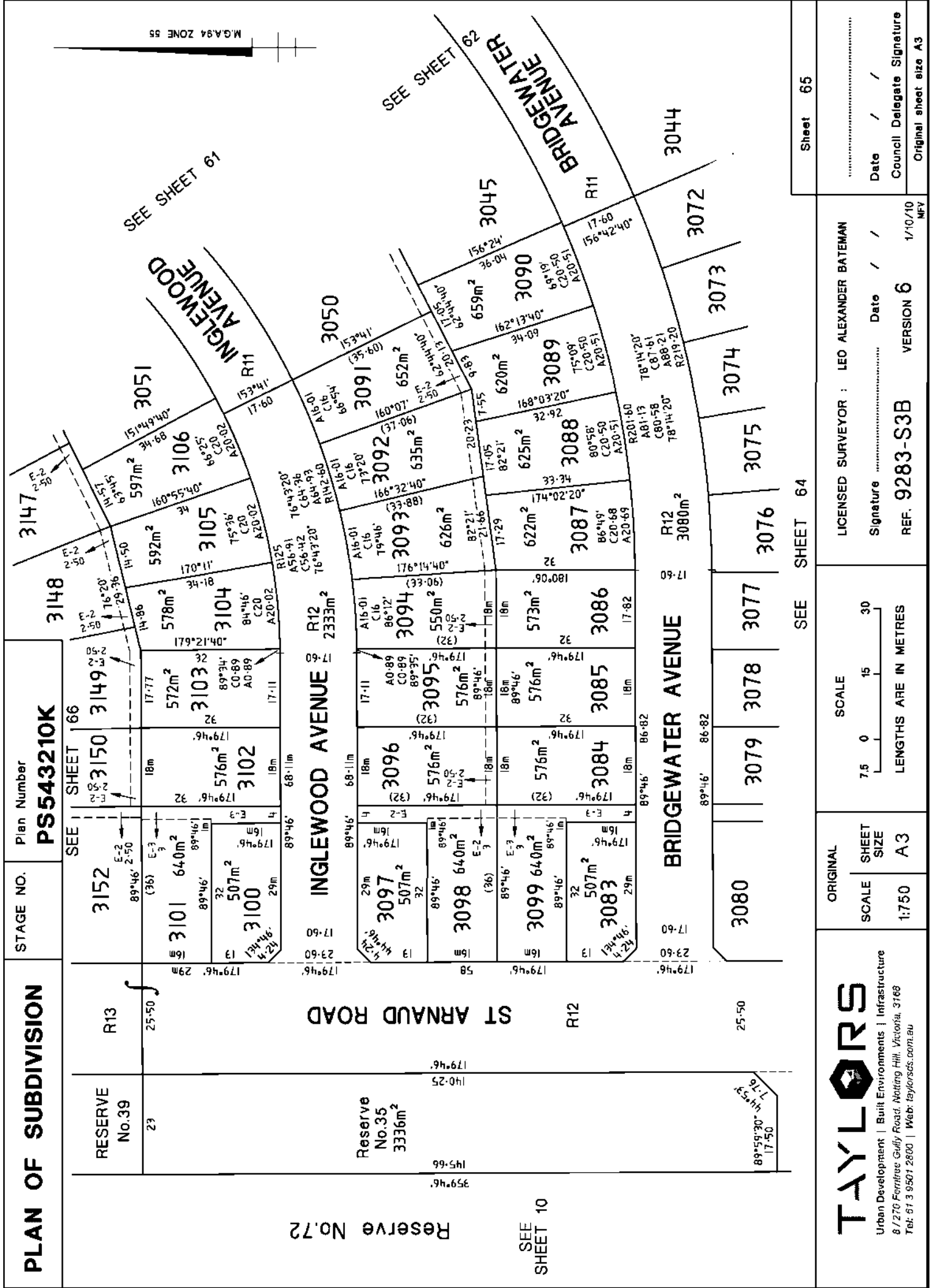
ORIGINAL

SCALE

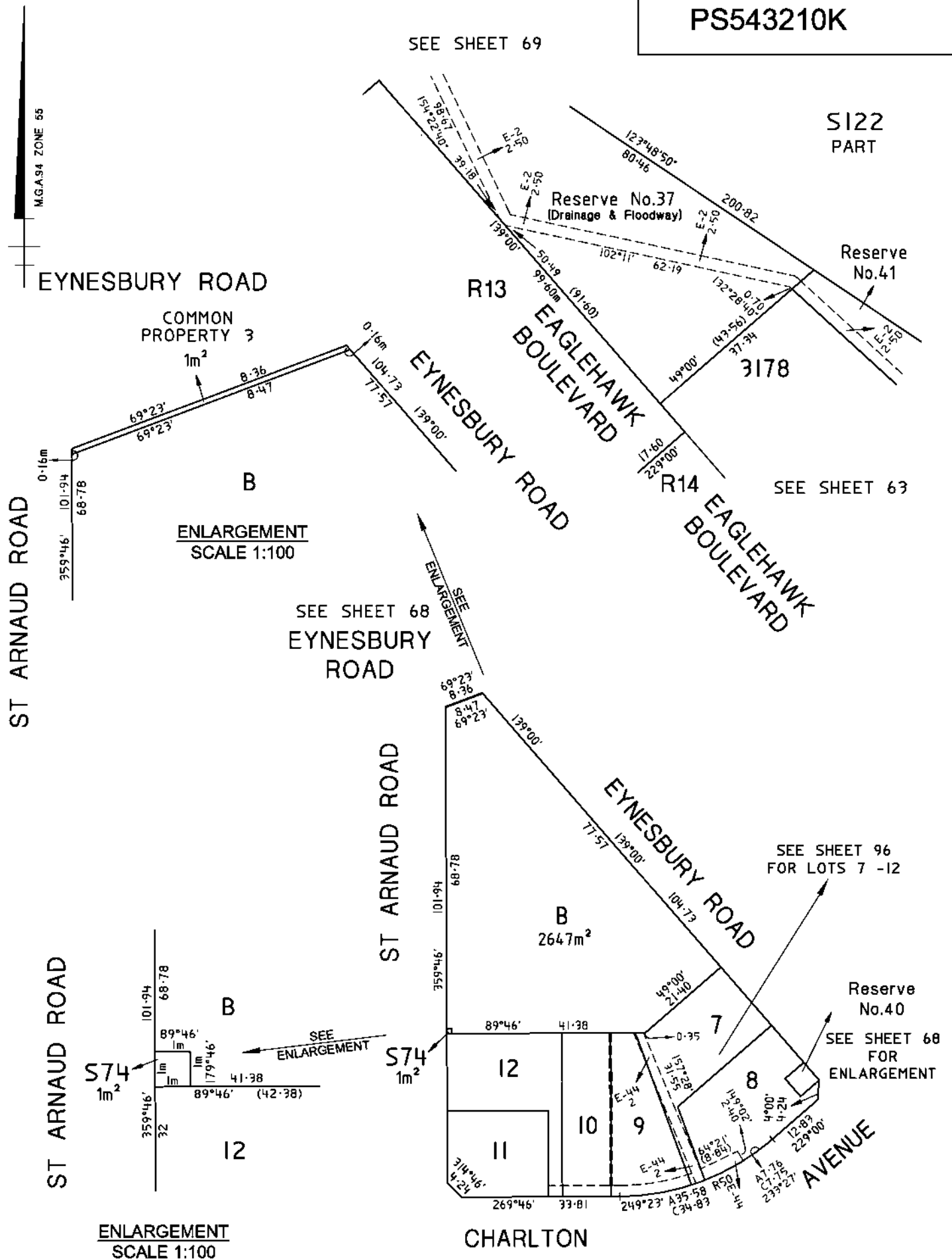
SCALE
1:750
SHEET
SIZE
A3

7.5 0 15 30
LENGTHS ARE IN METRES





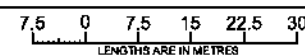
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8/270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2910 | Web: taylorsoe.com.au

SCALE
1:750



Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No

ORIGINAL SHEET SIZE: A3

Ref.
Ver.

SHEET 67

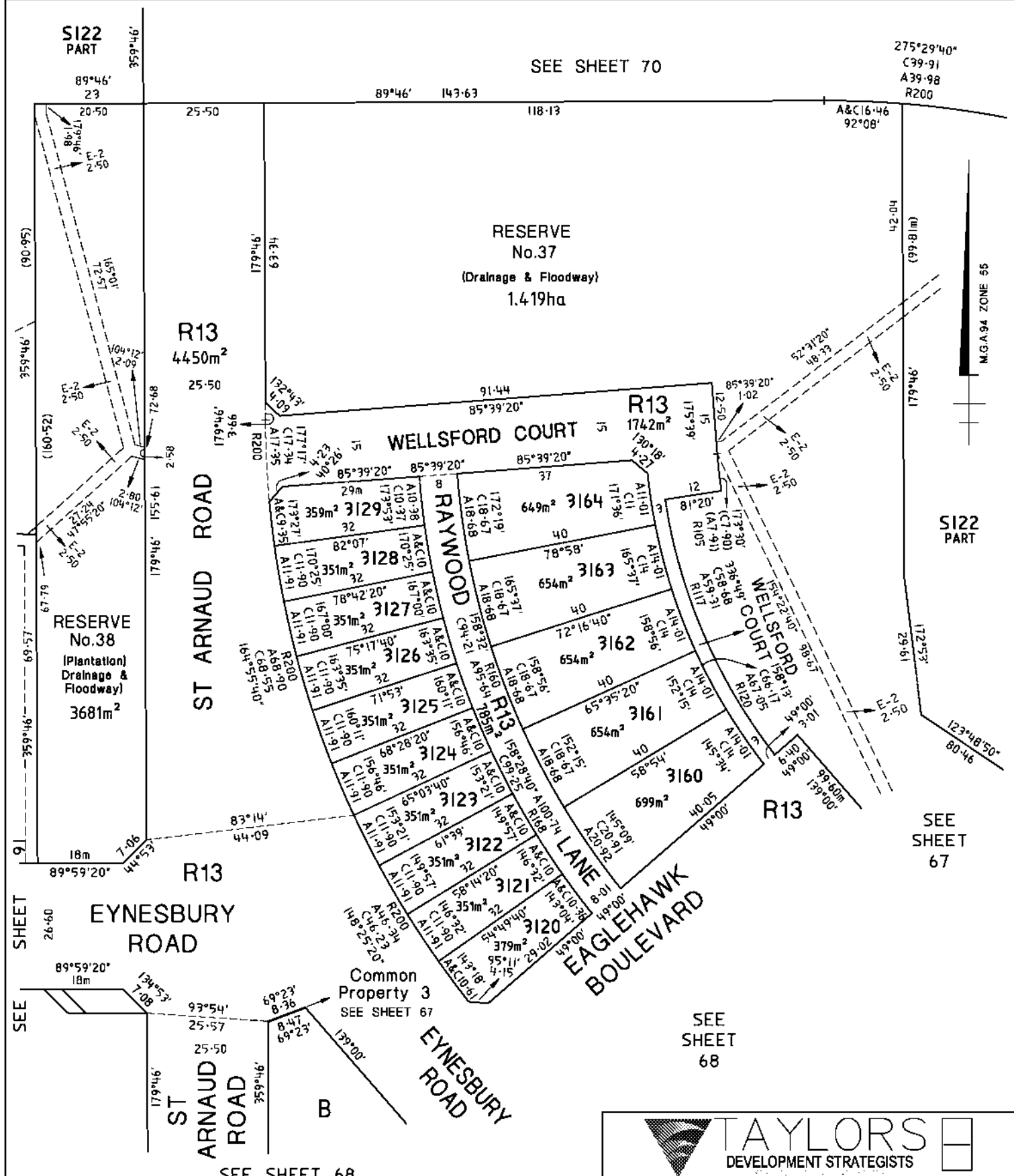
PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS543210K

SEE SHEET 70



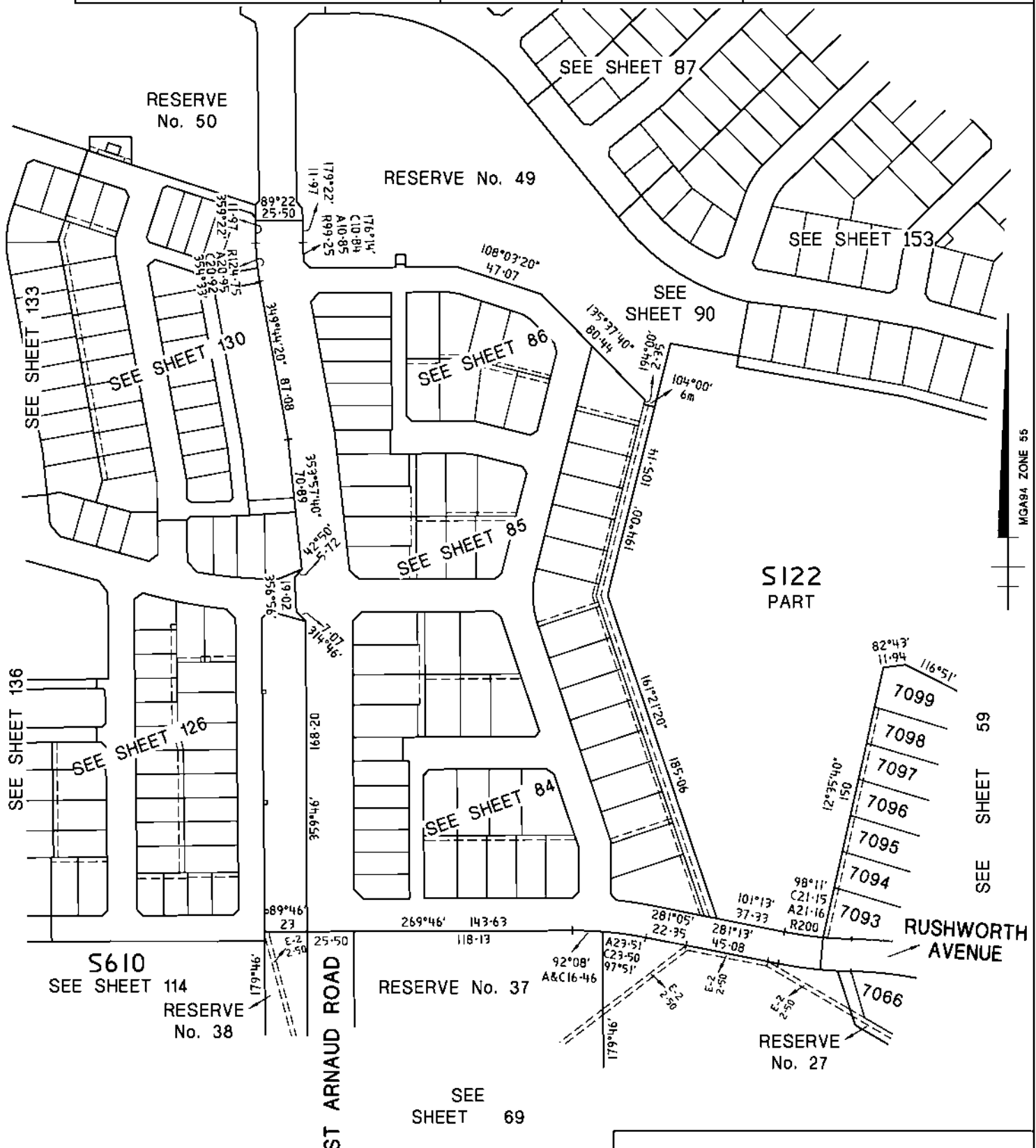
Sheet 69			
ORIGINAL SCALE 1:750 SHEET SIZE A3		SCALE 7.5 0 15 30 LENGTHS ARE IN METRES	
LICENSED SURVEYOR : LEO ALEXANDER BATEMAN Signature _____ Date / / REF. _____ VERSION _____		Date / / Council Delegate Signature _____ Original sheet size A3	

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS543210K



MG94 ZONE 55

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

ORIGINAL

SCALE

LICENSED SURVEYOR :

Sheet 70

SCALE
1:2000

SHEET
SIZE
A3

20 0 20 40 60 80
LENGTHS ARE IN METRES

Signature _____ Date / /

REF. 9283-991

VERSION 3

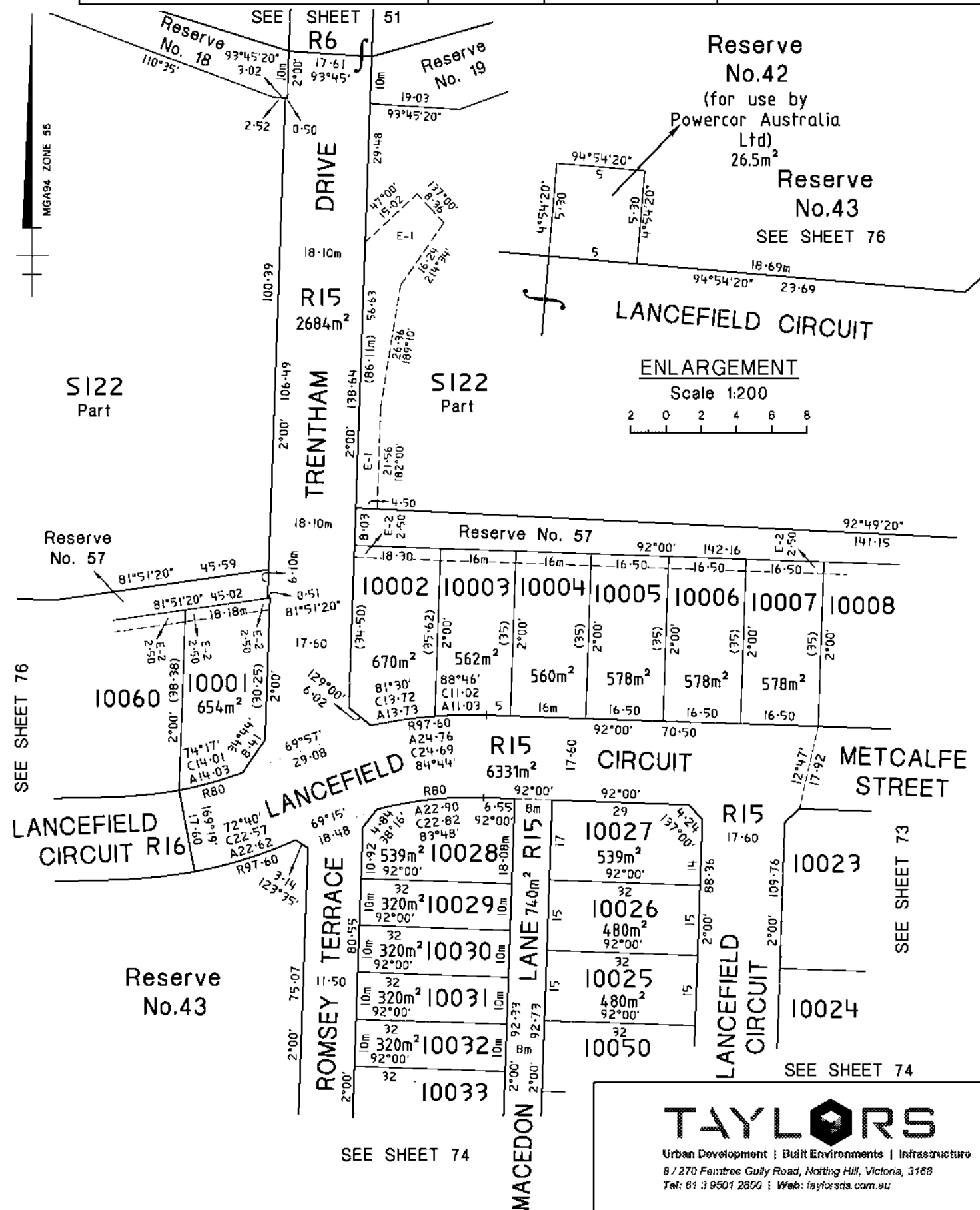
Date / /
Council Delegate Signature

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS543210K



ORIGINAL		SCALE		LICENSED SURVEYOR :		Sheet 72	
SCALE	SHEET SIZE	7.5	0 7.5 15 22.5 30	Signature	Date / /	Date / / Council Delegate Signature	
1:750	A3	LENGTHS ARE IN METRES		REF.	VERSION 5		

PLAN OF SUBDIVISION

STAGE NO.

Plan Number

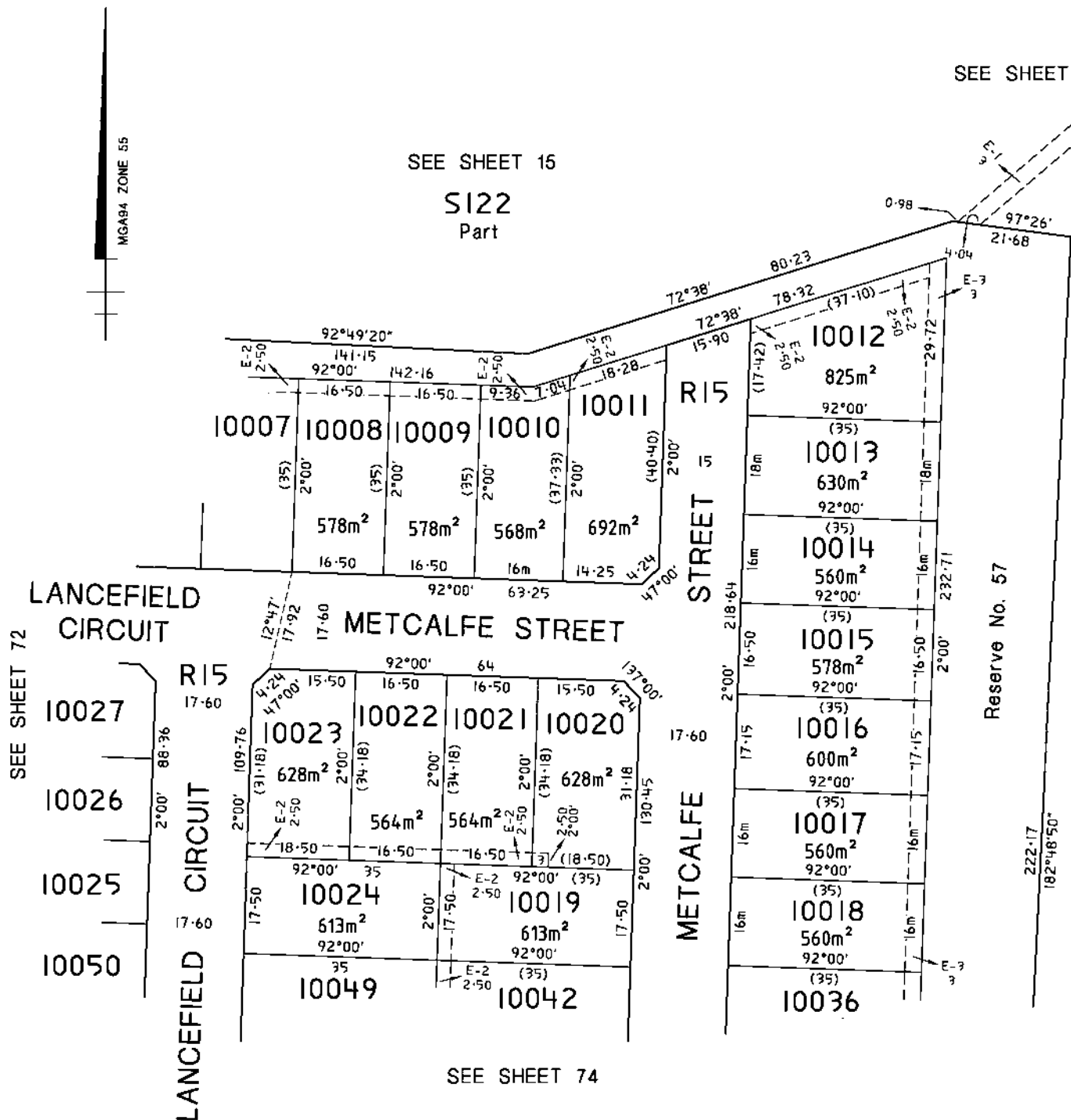
PS543210K

SEE SHEET 75

SEE SHEET 15

S122
Part

MG94 ZONE 55



SEE SHEET 74

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3188
Tel: 61 3 9501 2800 | Web: taylorsds.com.au

ORIGINAL

SCALE

LICENSED SURVEYOR :

Sheet 73

SCALE
1:750

SHEET
SIZE
A3

7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

Signature _____ Date / /

REF.

VERSION 5

Date / /
Council Delegate Signature

PLAN OF SUBDIVISION

STAGE NO. 5

Plan Number PS543210K

SEE SHEET 72

SEE SHEET 73

SEE SHEET 74

Reserve No. 43

Reserve No. 42

Reserve No. 57

ROMSEY TERRACE

MACEDON LANE

LANCEFIELD STREET

LANCEFIELD CIRCUIT

METCALFE STREET

LOT 10024 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10049 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10048 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10047 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10046 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10045 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10044 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10043 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10042 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10036 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10037 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10038 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10039 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10040 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10041 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10042 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10043 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10044 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10045 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10046 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10047 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10048 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10049 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10050 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10051 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10052 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10053 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10054 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10055 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10056 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10057 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10058 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10059 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10060 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10061 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10062 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10063 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10064 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10065 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10066 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10067 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10068 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10069 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10070 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10071 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10072 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10073 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10074 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10075 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10076 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10077 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10078 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10079 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10080 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10081 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10082 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10083 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10084 92'00" 35' 16'50" 2'00" 109'76" 17'60"

LOT 10085 92'00" 35' 16'50" 2'00" 109'76" 17'6

MGAG4 ZONE 55		PLAN OF SUBDIVISION		STAGE NO.	Plan Number PS543210K	
THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY						
TAYLORS Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorsds.com.au		ORIGINAL SCALE 1:1000 SHEET SIZE A3	SCALE 10 0 10 20 30 40 LENGTHS ARE IN METRES	LICENSED SURVEYOR : LEO ALEXANDER BATEMAN Signature Date / / REF. VERSION 2		Sheet 78 Date / / Council Delegate Signature

[illegible]

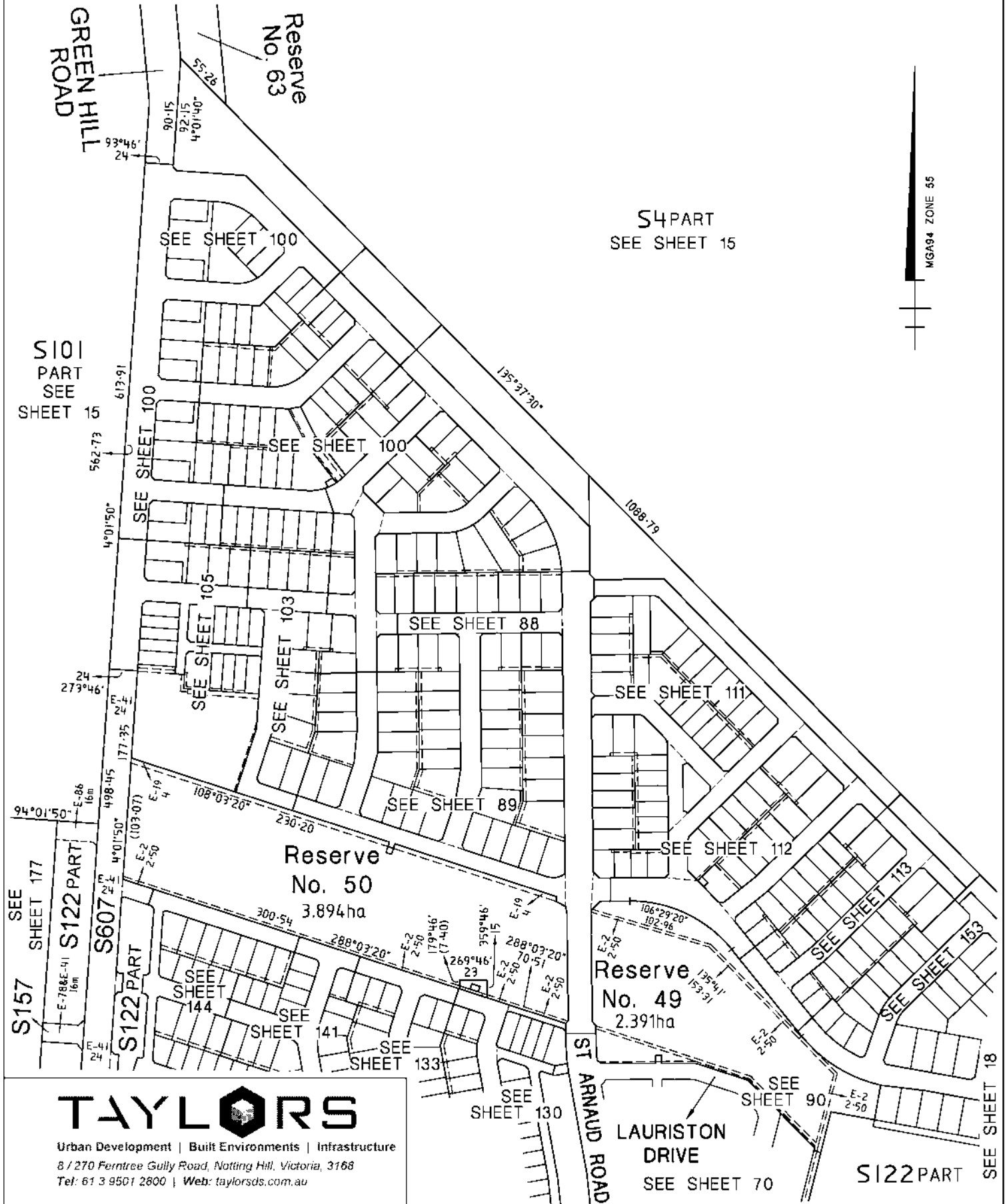
Date / /
Council Delegate Signature

~~Council Delegate Signature~~

PLAN OF SUBDIVISION

STAGE NO.

Plan Number
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

ORIGINAL

SCALE

SCALE
1:3000

SHEET
SIZE
A3

30 0 30 60 90 120
LENGTHS ARE IN METRES

LICENSED SURVEYOR :

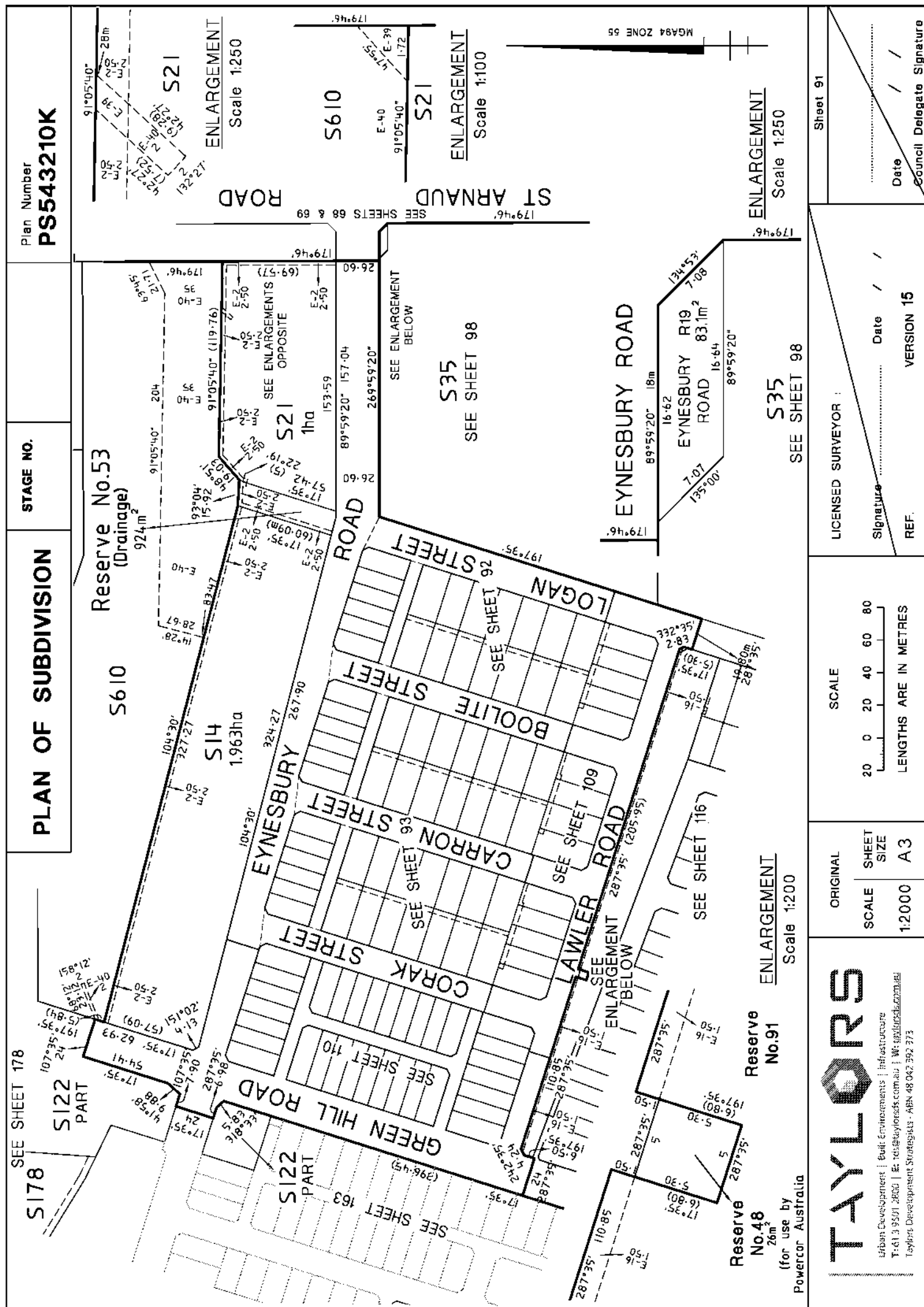
Signature _____ Date / /

REF.

VERSION 9

Sheet 87

Date / /
Council Delegate Signature



PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS543210K

SEE SHEET 91

S14

S21

EYNESBURY ROAD

ROAD

SEE SHEET 91

KEWELL WAY

4035

4021

4022

4023

4024

4025

4026

4027

BOOLITE STREET

BOOLITE STREET

4065

4064

4063

4062

4061

LAWLER ROAD

SEE SHEET 109

LOGAN STREET

Reserve No. 91
SEE SHEET 116

TAYLORS

Urban Development | Built Environments | Infrastructure
T: 61 3 9501 2800 | E: td@taylorssds.com.au | W: taylorssds.com.au
Taylors Development Strategists - ABN 48 042 392 373

ORIGINAL

SCALE

SCALE
SHEET SIZE
1:750
A3

7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

LICENSED SURVEYOR :

Signature _____ Date / /

REF.

VERSION 15

Sheet 92

Date / /
Council Delegate Signature

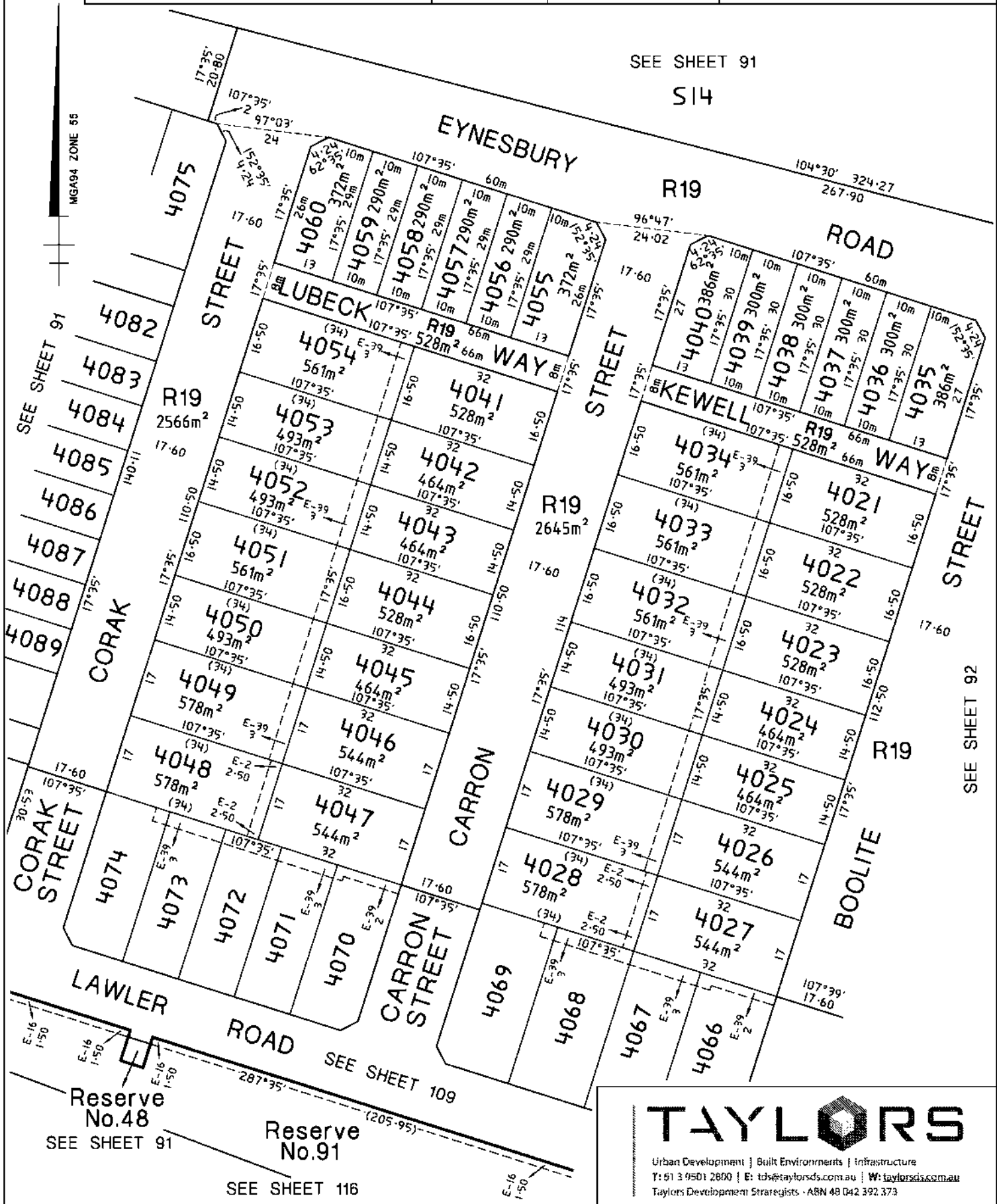
PLAN OF SUBDIVISION

STAGE NO.

Plan Number
PS543210K

SEE SHEET 91

S14



TAYLORS

Urban Development | Built Environments | Infrastructure
T: 61 3 9501 2800 | E: tds@taylorssds.com.au | W: taylorssds.com.au
Taylors Development Strategists - ABN 48 042 392 373

ORIGINAL

SCALE

SCALE SHEET SIZE 1:750 A3

7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES

LICENSED SURVEYOR :

Signature Date / /

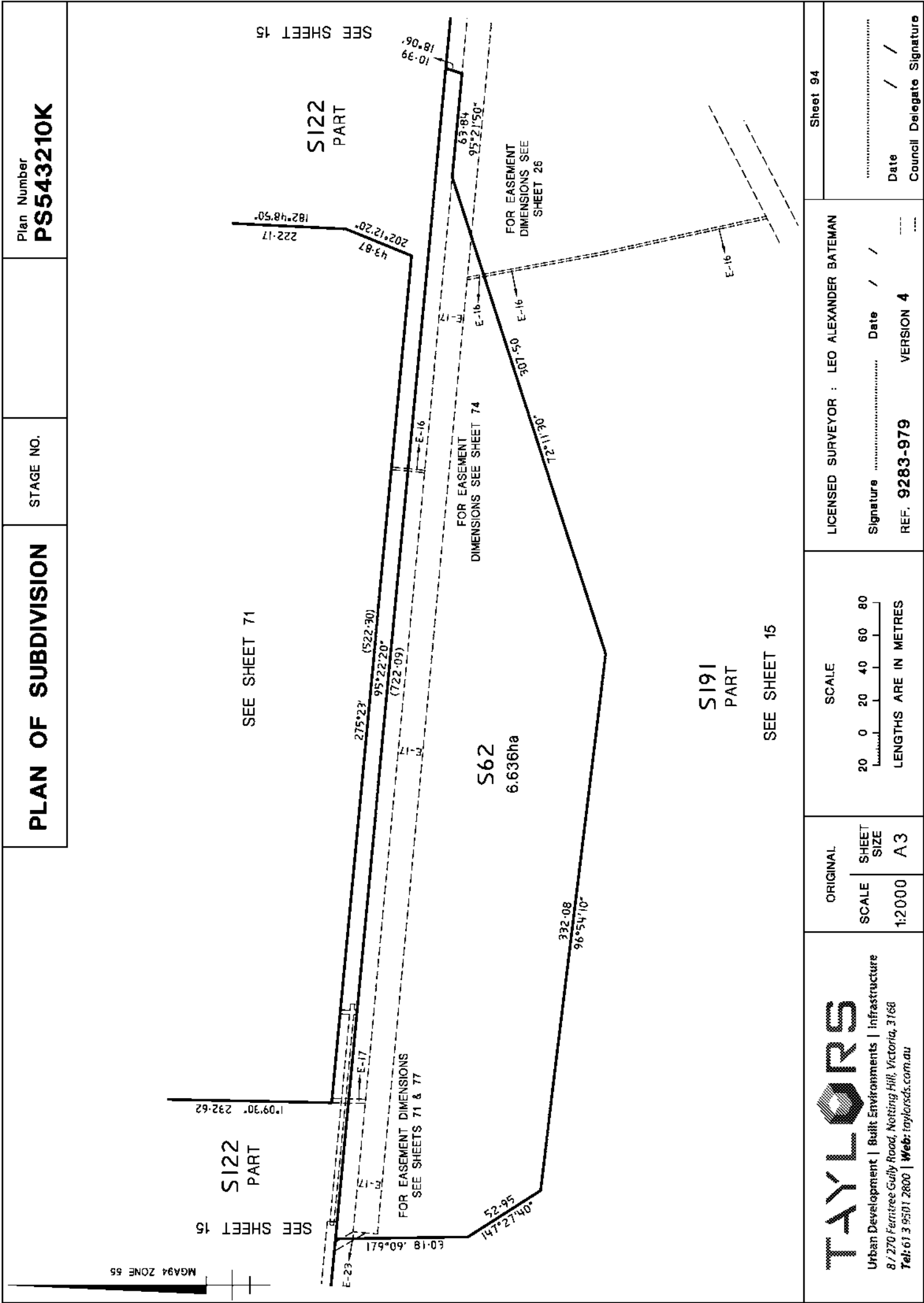
REF.

VERSION 15

Sheet 93

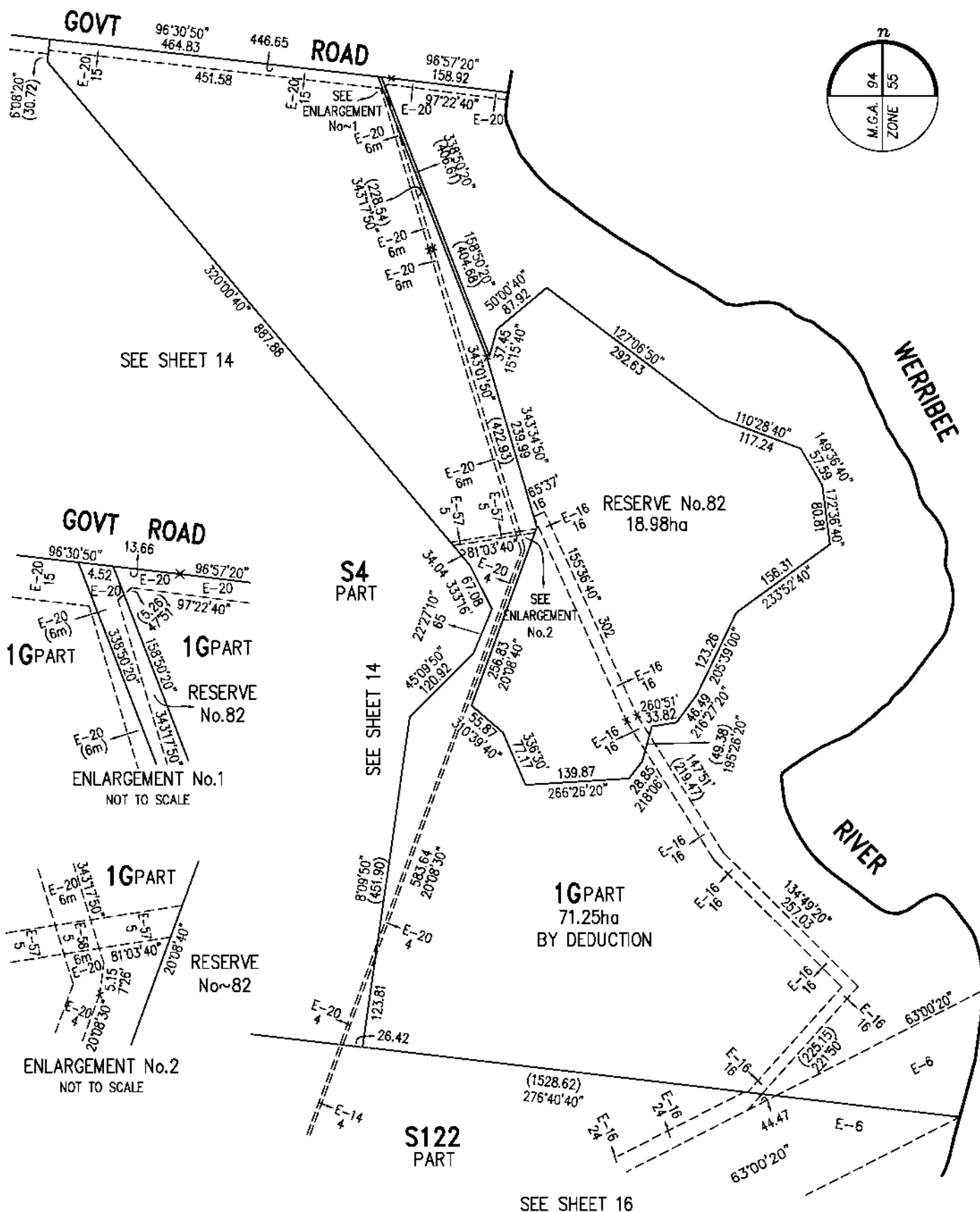
Date / /

Council Delegate Signature



PLAN OF SUBDIVISION

PS 543210K



Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel (03) 9699 1400 Fax (03) 9699 5992



LICENCED SURVEYOR ADRIAN A THOMAS

SCALE
1:5000

50 0 100 200
LENGTHS ARE IN METRES

DATE
VERSION ☐

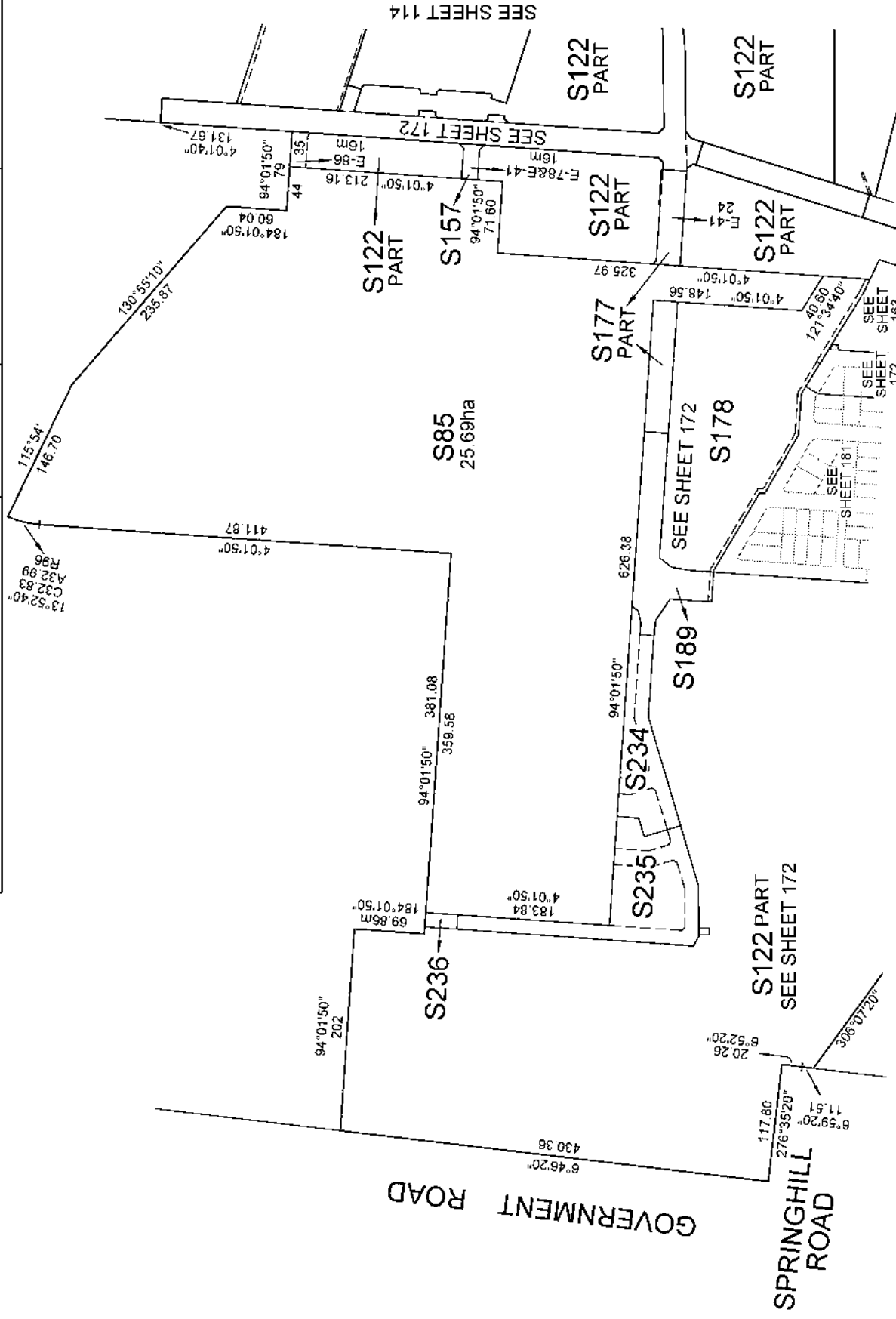
REFERENCE 31344 003
DRAWING 3134400AD

ORIGINAL SHEET SIZE A3
SHEET 95

PLAN OF SUBDIVISION

STAGE NO.

Plan Number
PS543210K



SOFTLY

Urban Development | Built Environments | Infrastructure
T: +1 3 505 1 056 1 19 2 | E: info@ayriscs.com | W: ayriscs.com
Towers Development Partners, APR 48 04 2 392 372

ORIGINAL

SCALE SHEET

1:4000

SCALE



LENGTHS ARE IN METRES

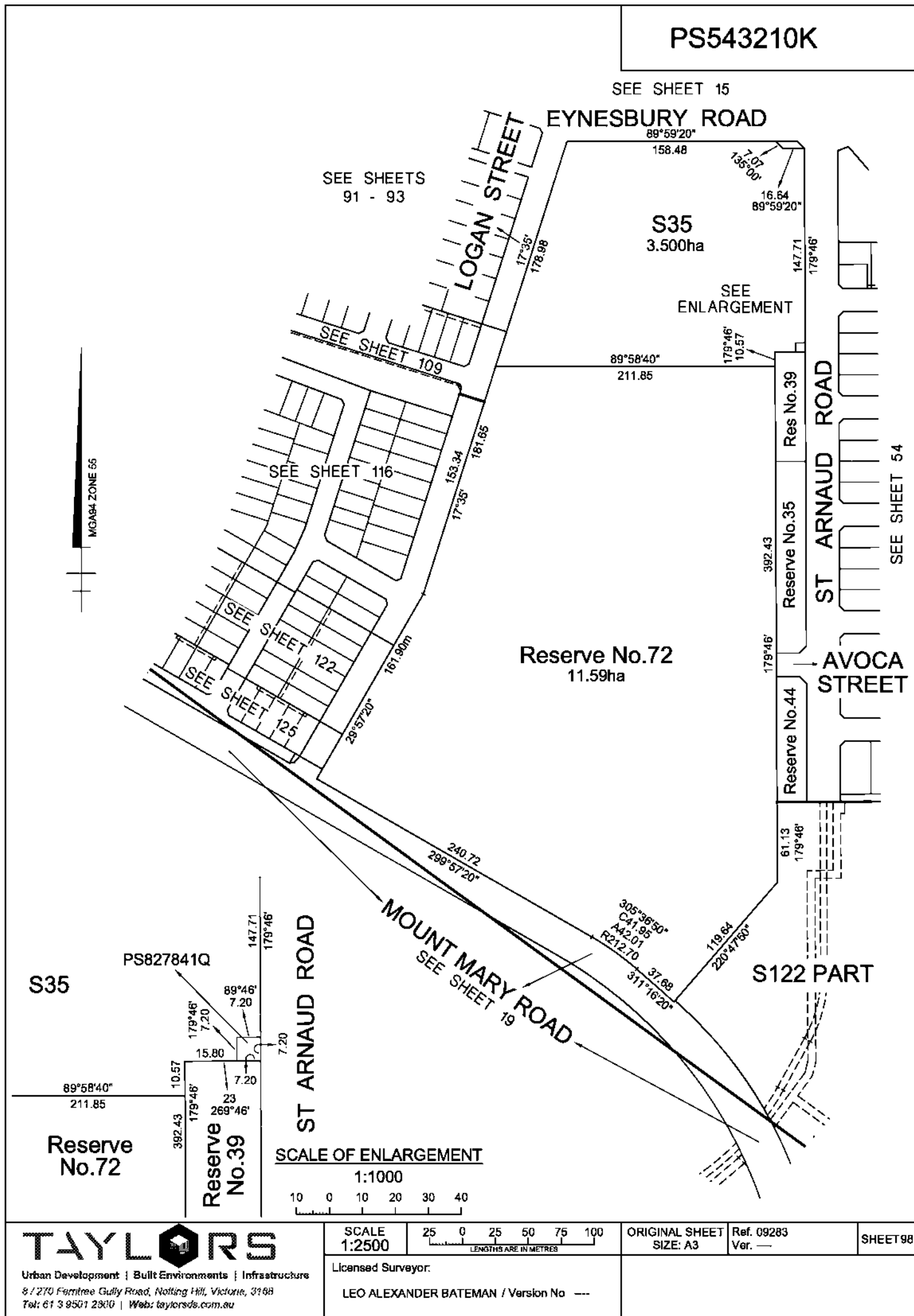
LICENSED SURVEYOR :

Signature Date / /

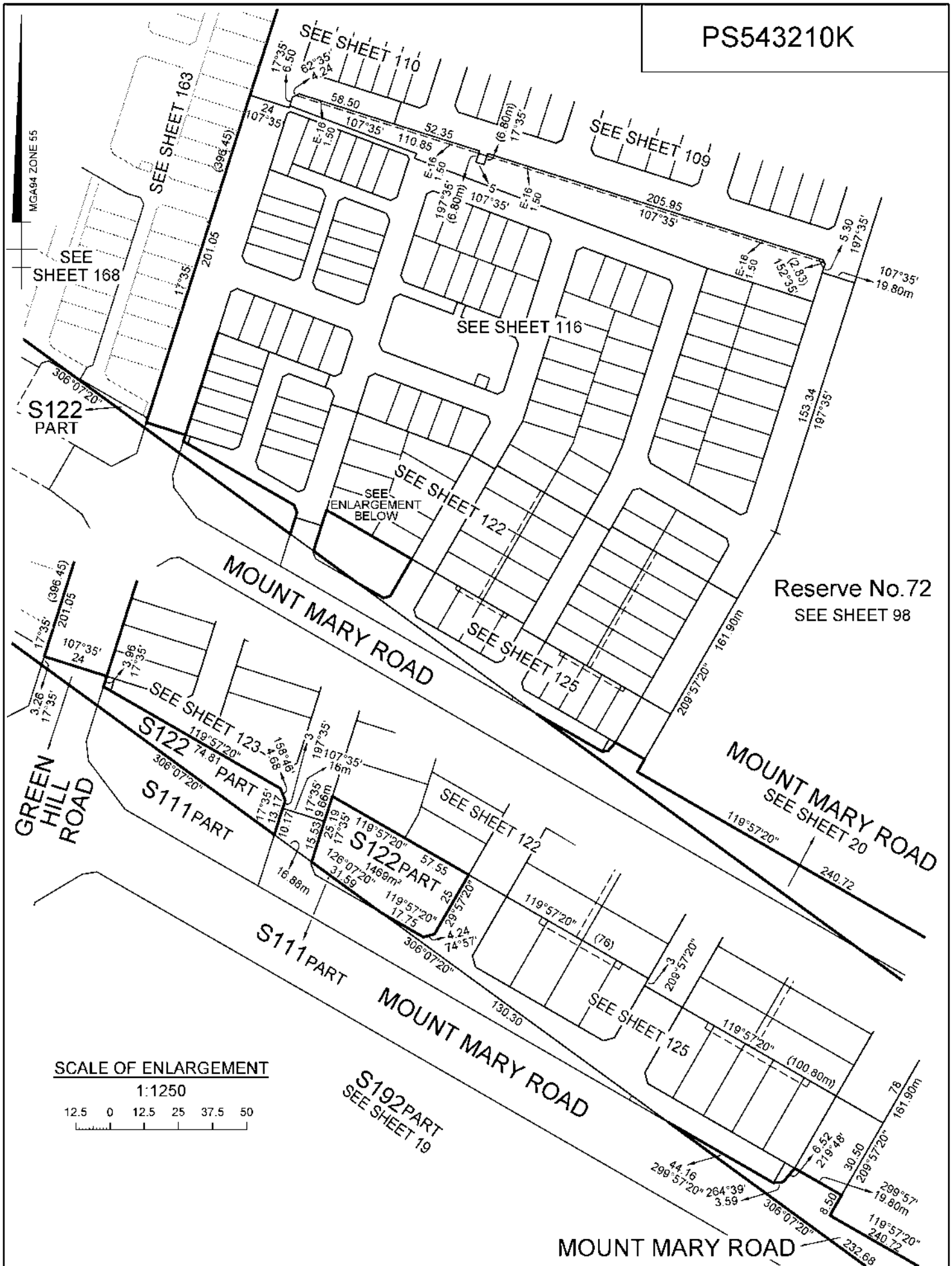
VERSION 9

Sheet 97

~~Date / /~~
~~Council Delegate Signature~~



PS543210K



SCALE OF ENLARGEMENT

1:1250

12.5 0 12.5 25 37.5 50

TAYLORS

Urban Development | Built Environments | Infrastructure
6 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:2000

20 0 20 40 60 80
LENGTHS ARE IN METRES

Licensed Surveyor:

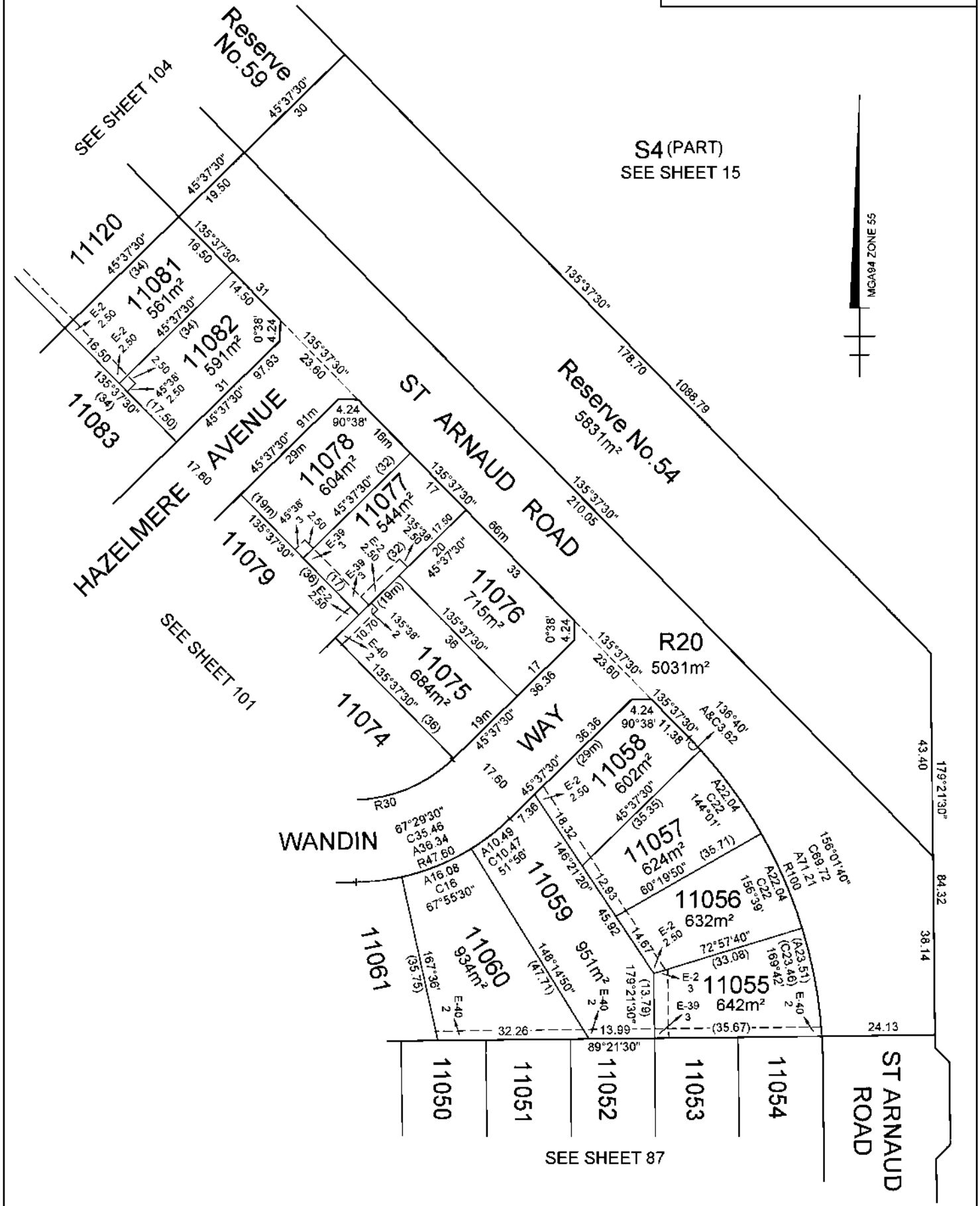
LEO ALEXANDER BATEMAN Version No ---

ORIGINAL SHEET
SIZE: A3

Ref. 09283
Ver. ---

SHEET 99

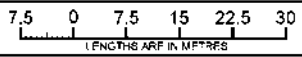
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:750



Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 17

ORIGINAL SHEET
SIZE: A3

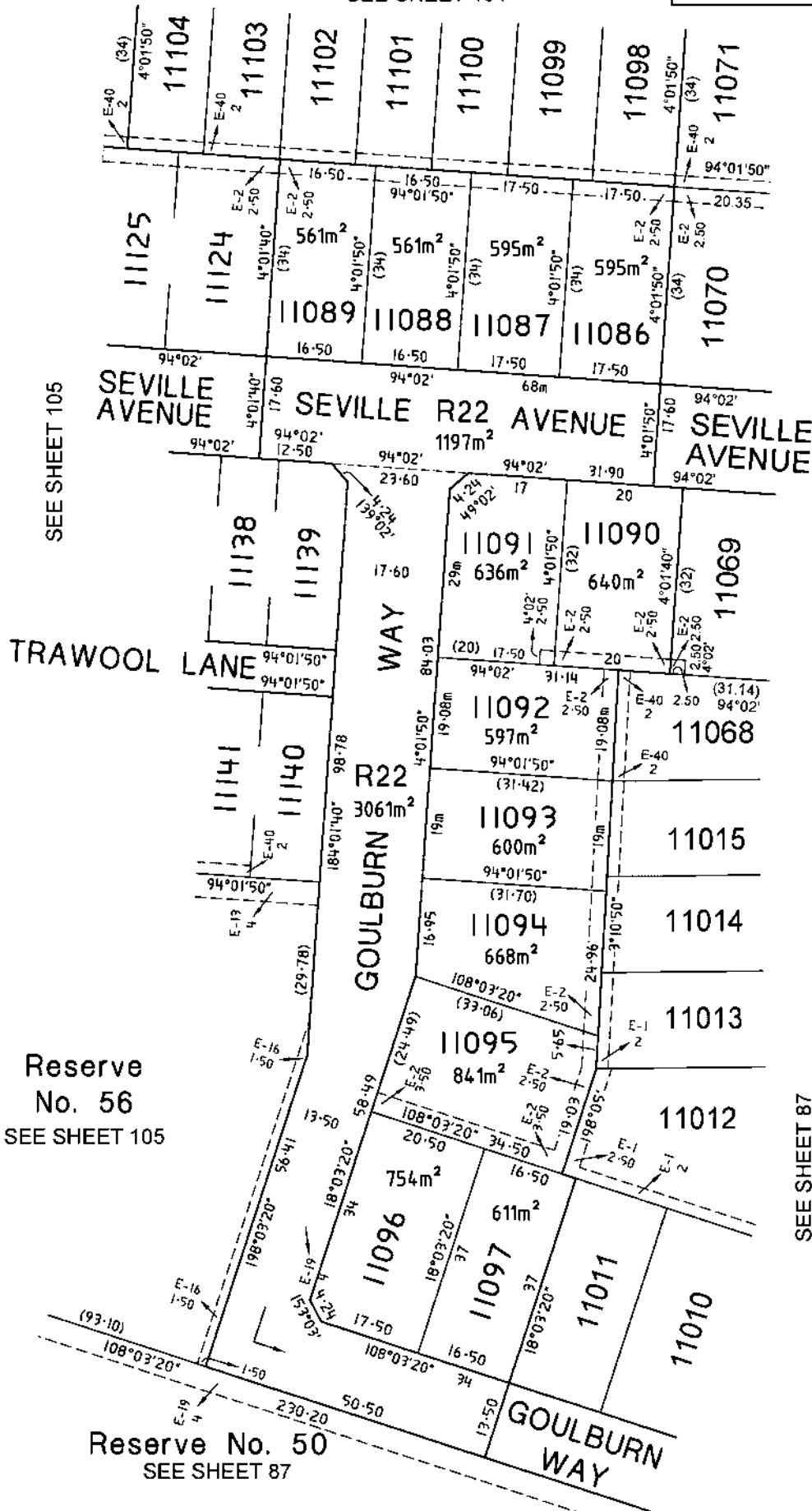
Ref. 9283-11AW2
Ver. 17

SHEET 102

PS543210K

SEE SHEET 104

MGA84 ZONE 55



SEE SHEET 105

SEE SHEET 100

SEE SHEET 87

Reserve
No. 56
SEE SHEET 105

Reserve No. 50
SEE SHEET 87

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:750

7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

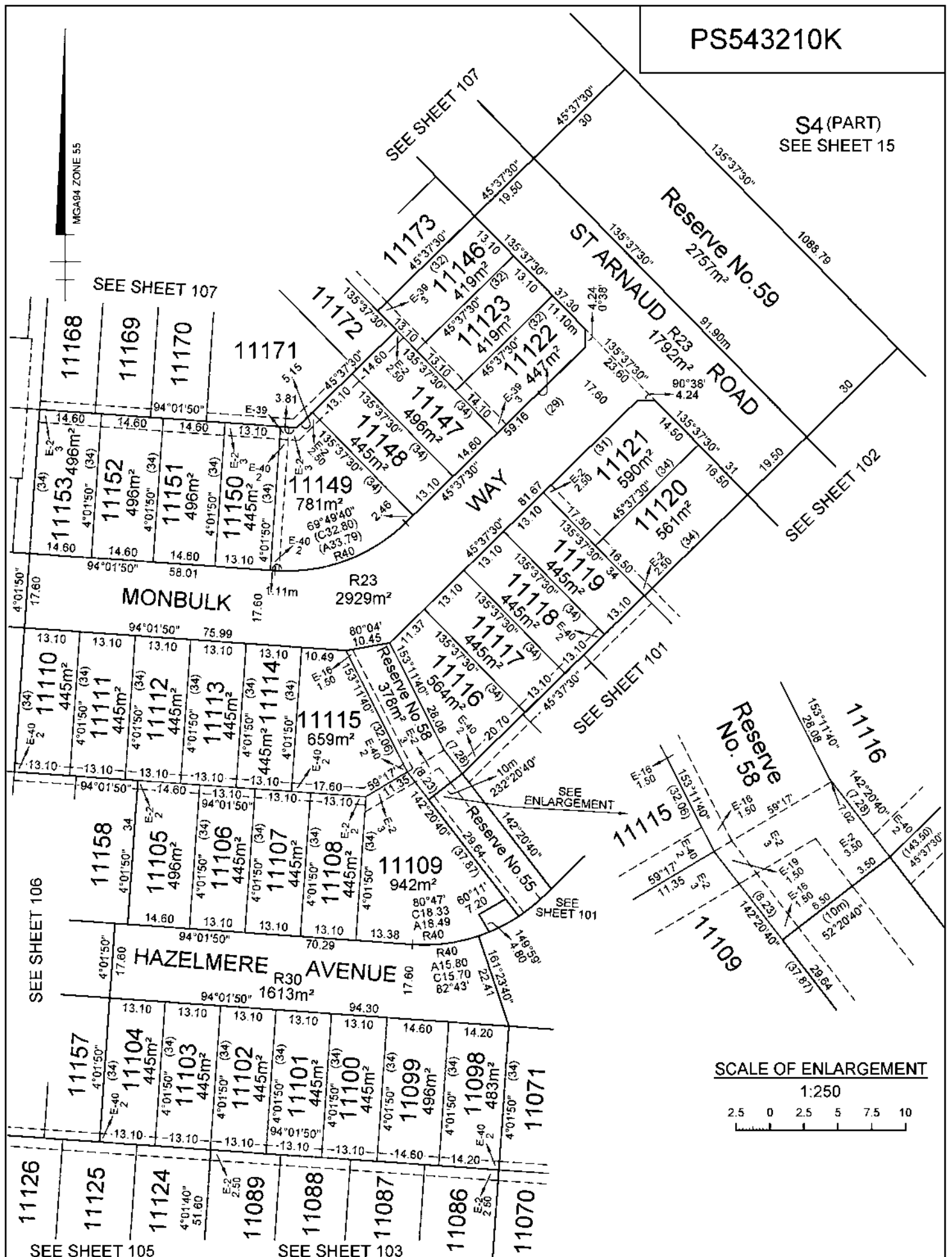
Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 17

ORIGINAL SHEET
SIZE: A3

Ref. 9283-11AW2
Ver. 17

SHEET 103



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:800

Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 12

ORIGINAL SHEET
SIZE: A3

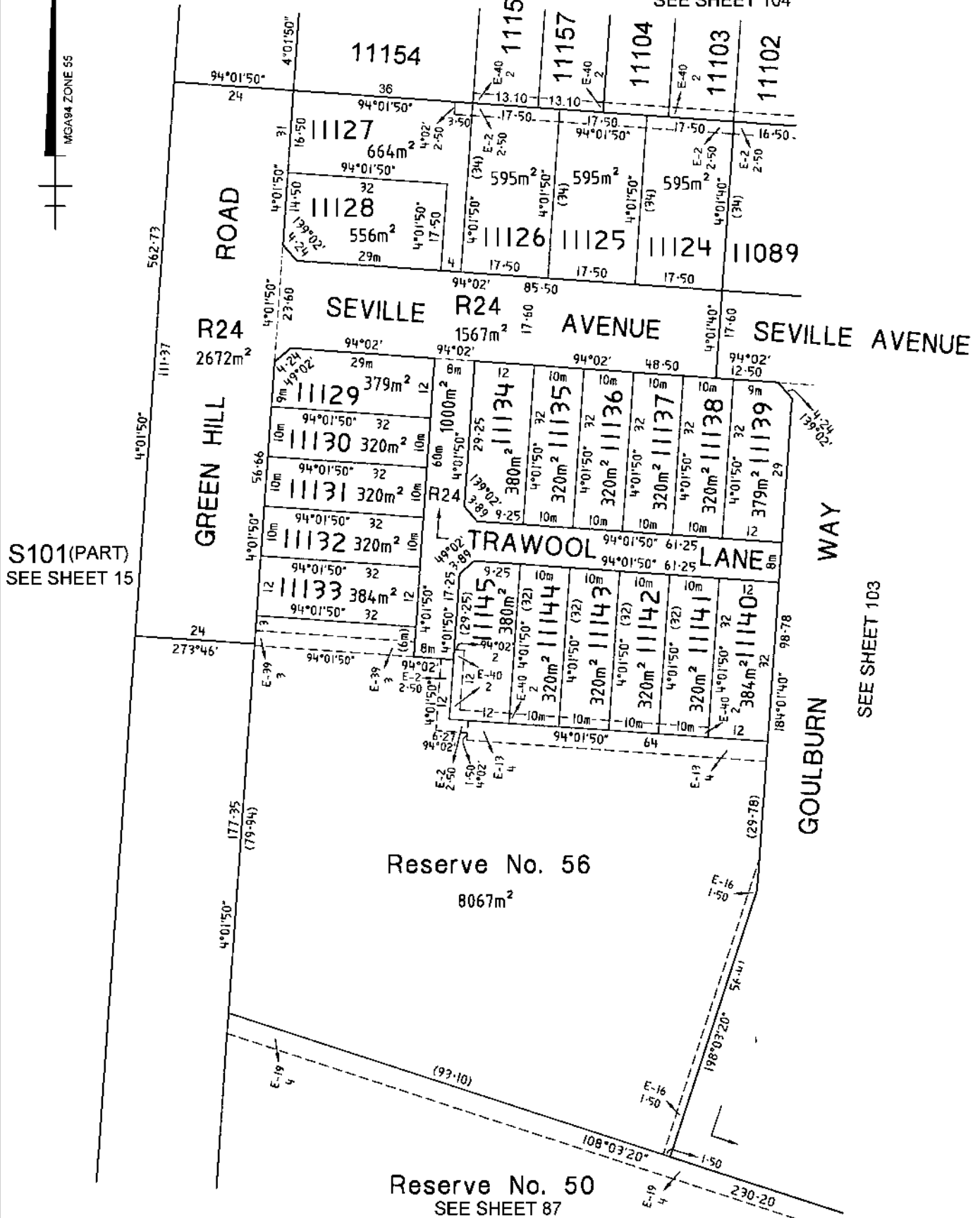
Ref. 09263-11AW4
Ver. 12

SHEET 104

PS543210K

SEE SHEET 106

SEE SHEET 104



S101(PART)
SEE SHEET 15

SEE SHEET 103

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:750

7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 10

ORIGINAL SHEET
SIZE: A3

Ref. 09283-11AW5
Ver. 10

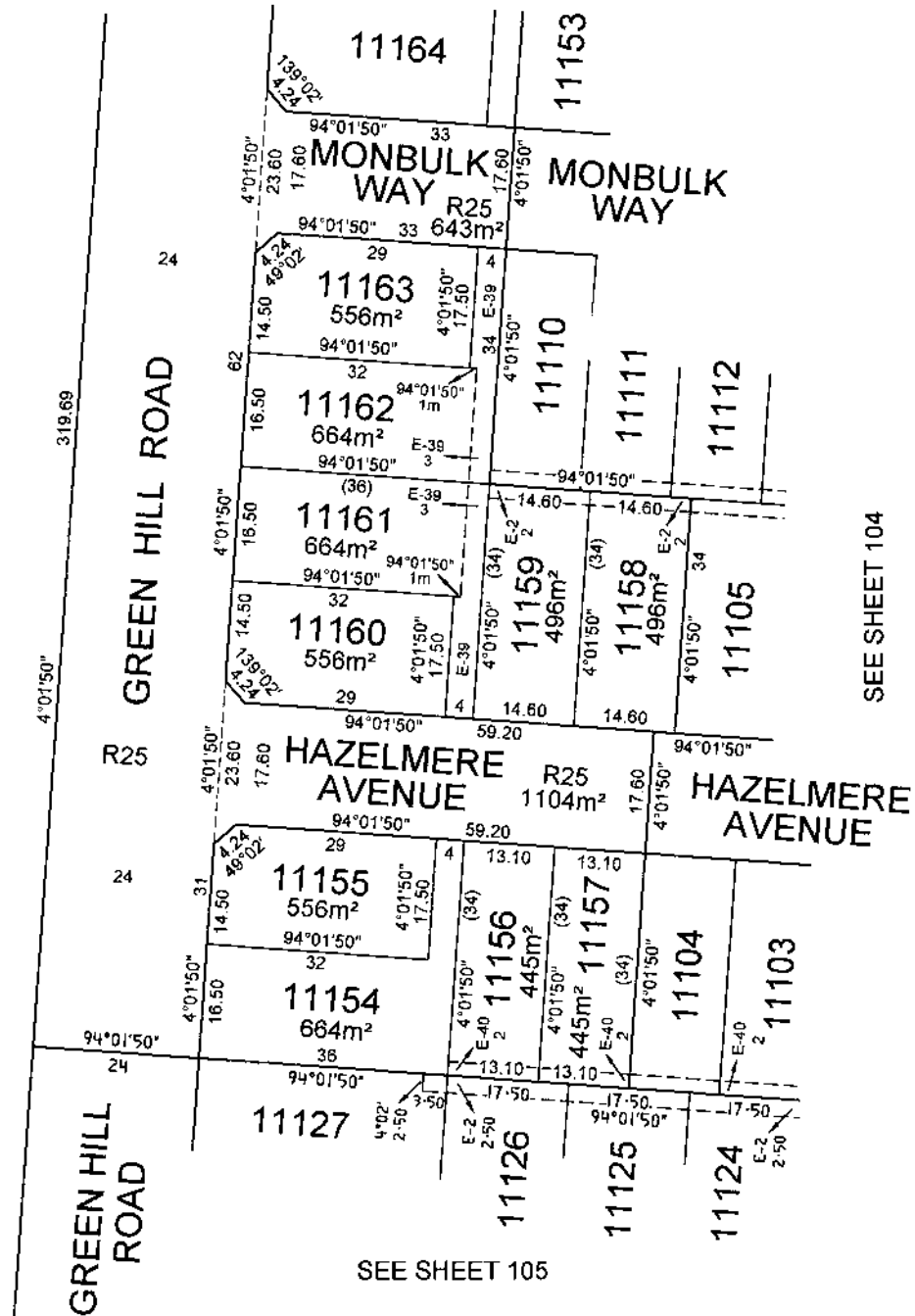
SHEET 105

PS543210K

MGA84 ZONE 55

SEE SHEET 107

S101(PART)
SEE SHEET 15



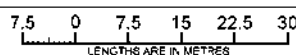
SEE SHEET 104

SEE SHEET 105

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:750



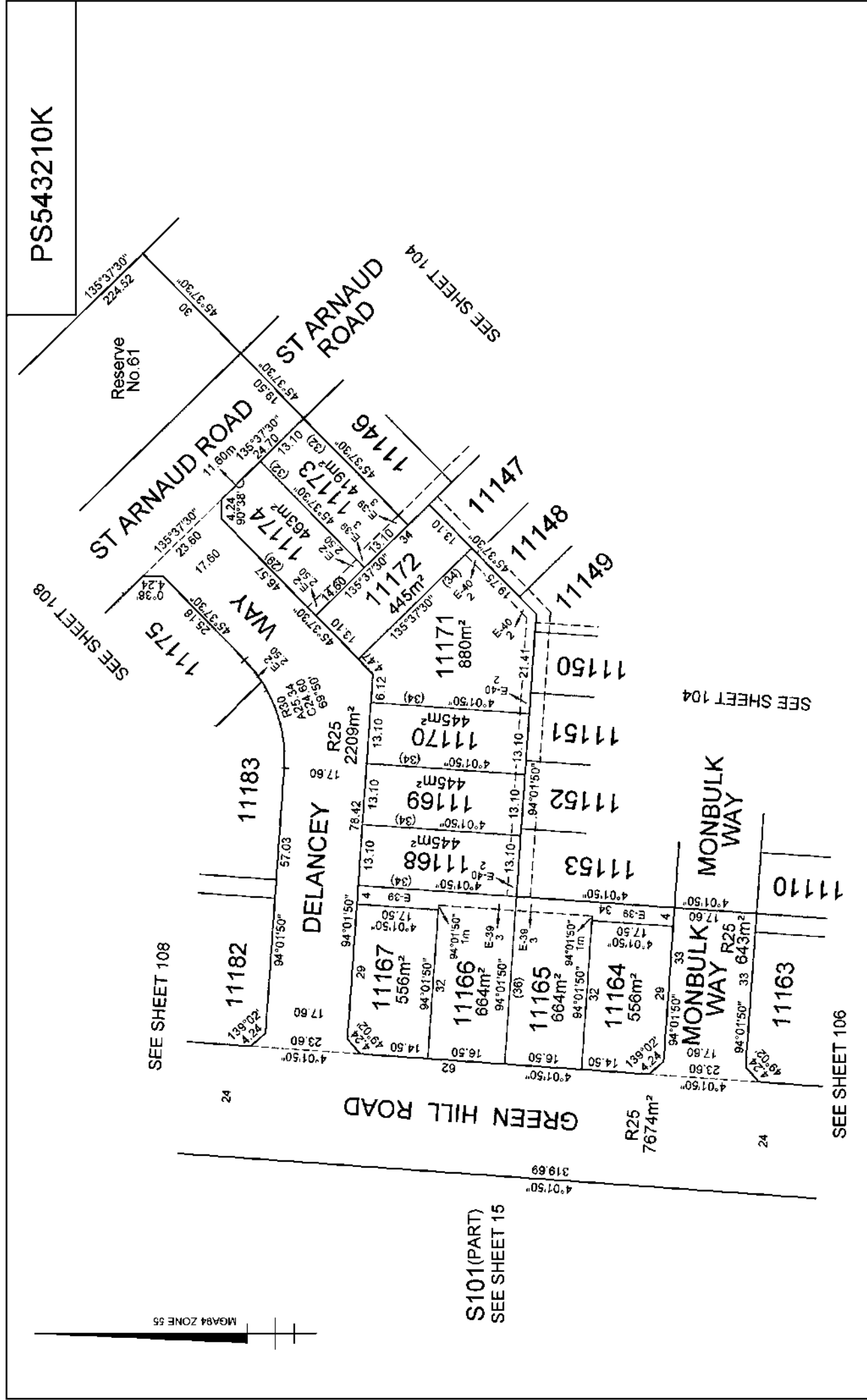
Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 10

ORIGINAL SHEET
SIZE: A3

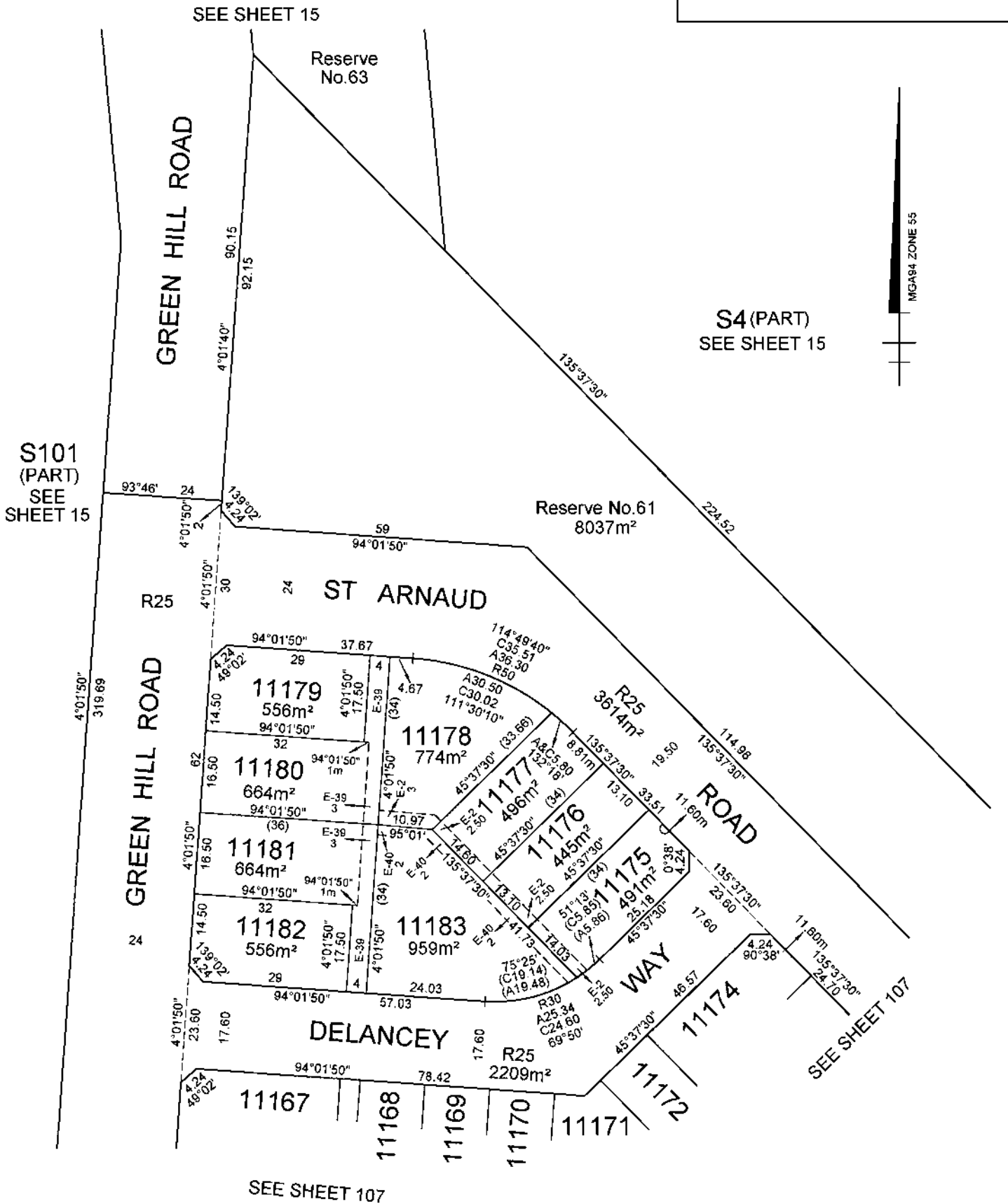
Ref. 09263-11AW6
Ver. 10

SHEET 106



PS543210K		SHEET 107	
ORIGINAL SHEET SIZE: A3		Ref. 09283-11AW6 Ver. 10	
SCALE 1:750		7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	
Licensed Surveyor:		LEO ALEXANDER BATEMAN / Version No 10	
TAYLORS		Urban Development Built Environments Infrastructure 8/270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorssds.com.au	

PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:750

7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

Licensed Surveyor:

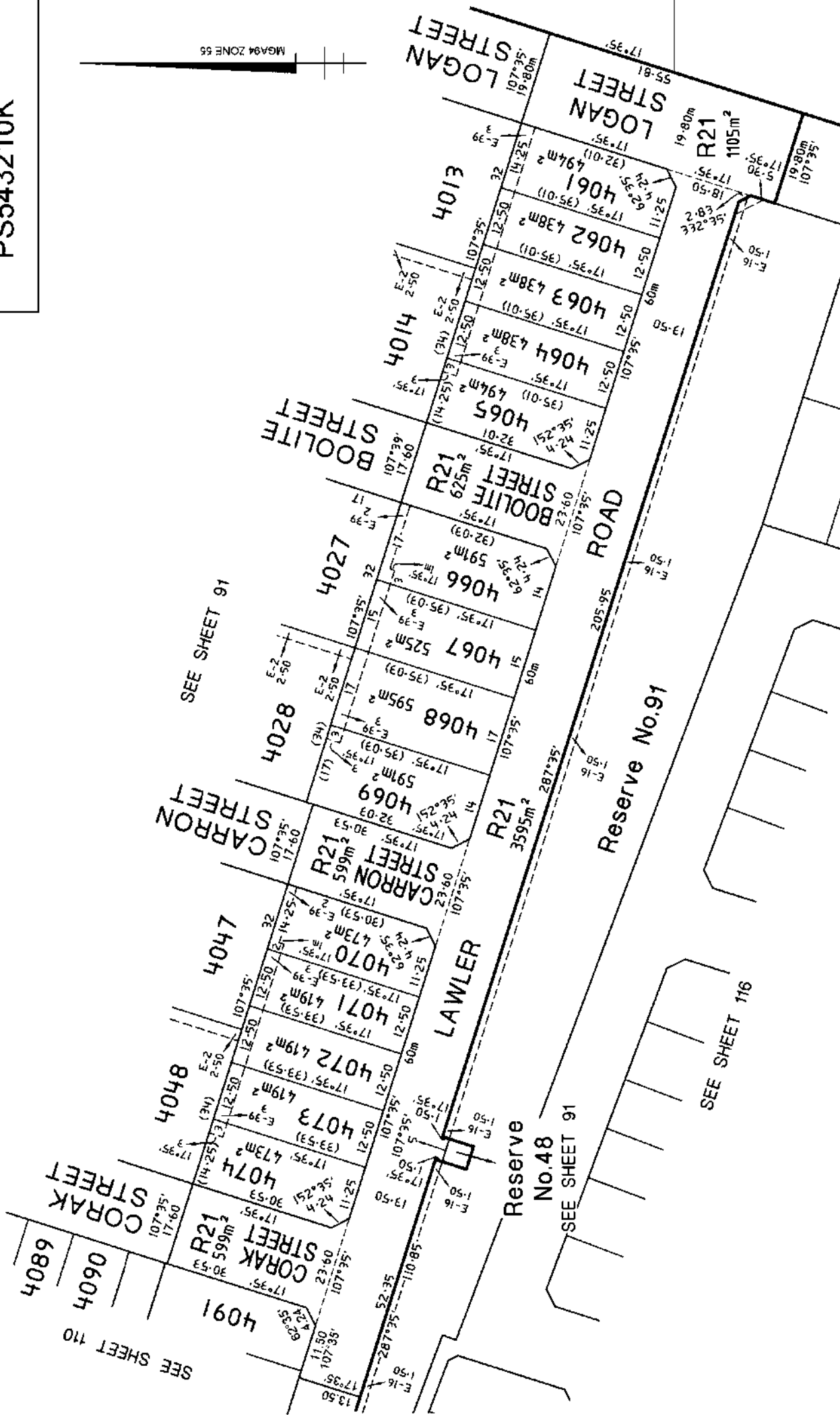
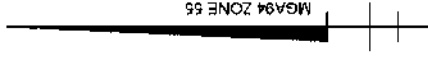
LEO ALEXANDER BATEMAN / Version No 10

ORIGINAL SHEET
SIZE: A3

Ref. 09283-11AW6
Ver. 10

SHEET108

PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8/270 Funtree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:750

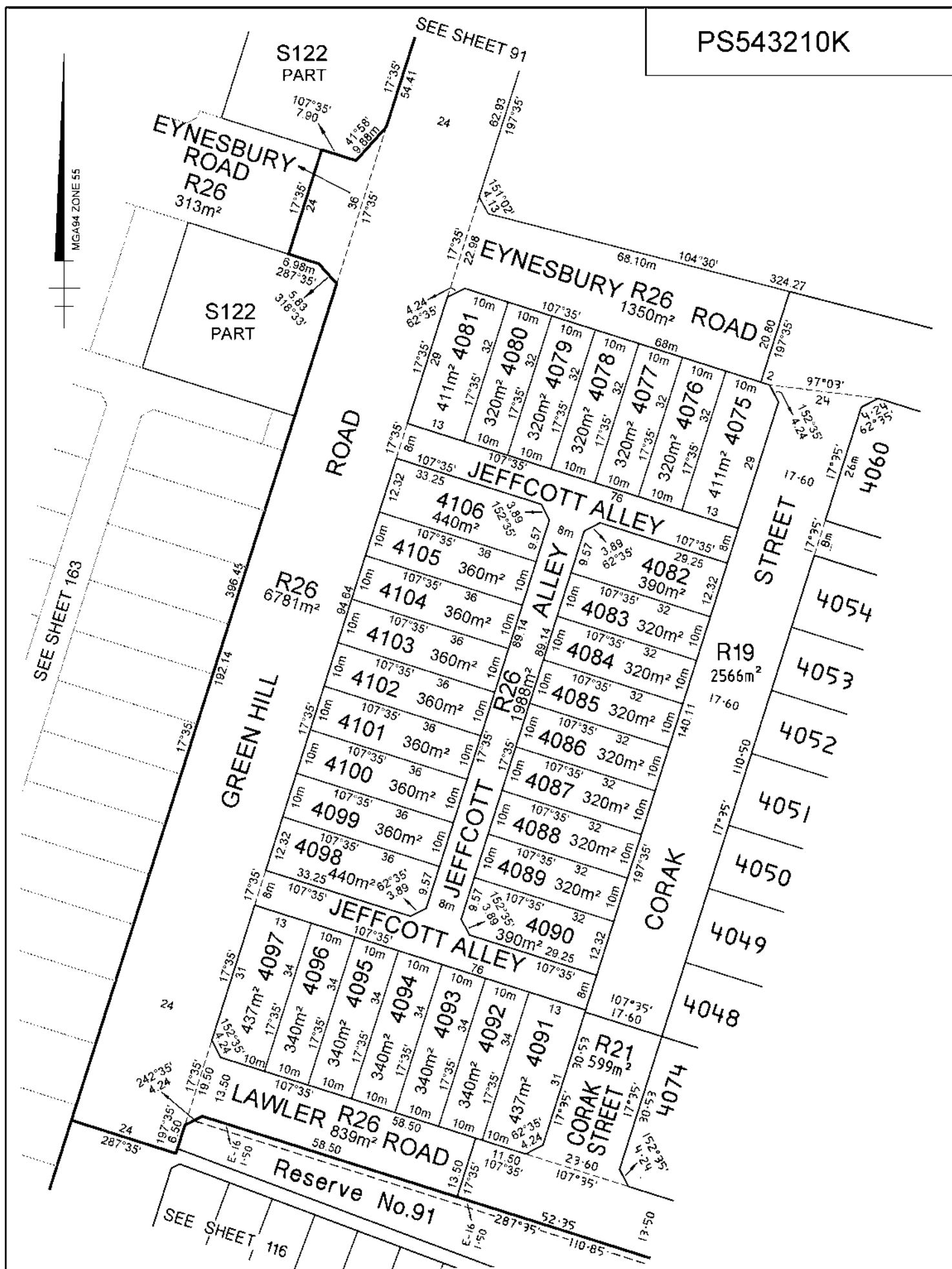
7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

Licensed Surveyor:
LEO ALEXANDER BATEMAN / Version No 9

ORIGINAL SHEET
SIZE: A3

Ref. 09283-42A
Ver. 9

SHEET 109



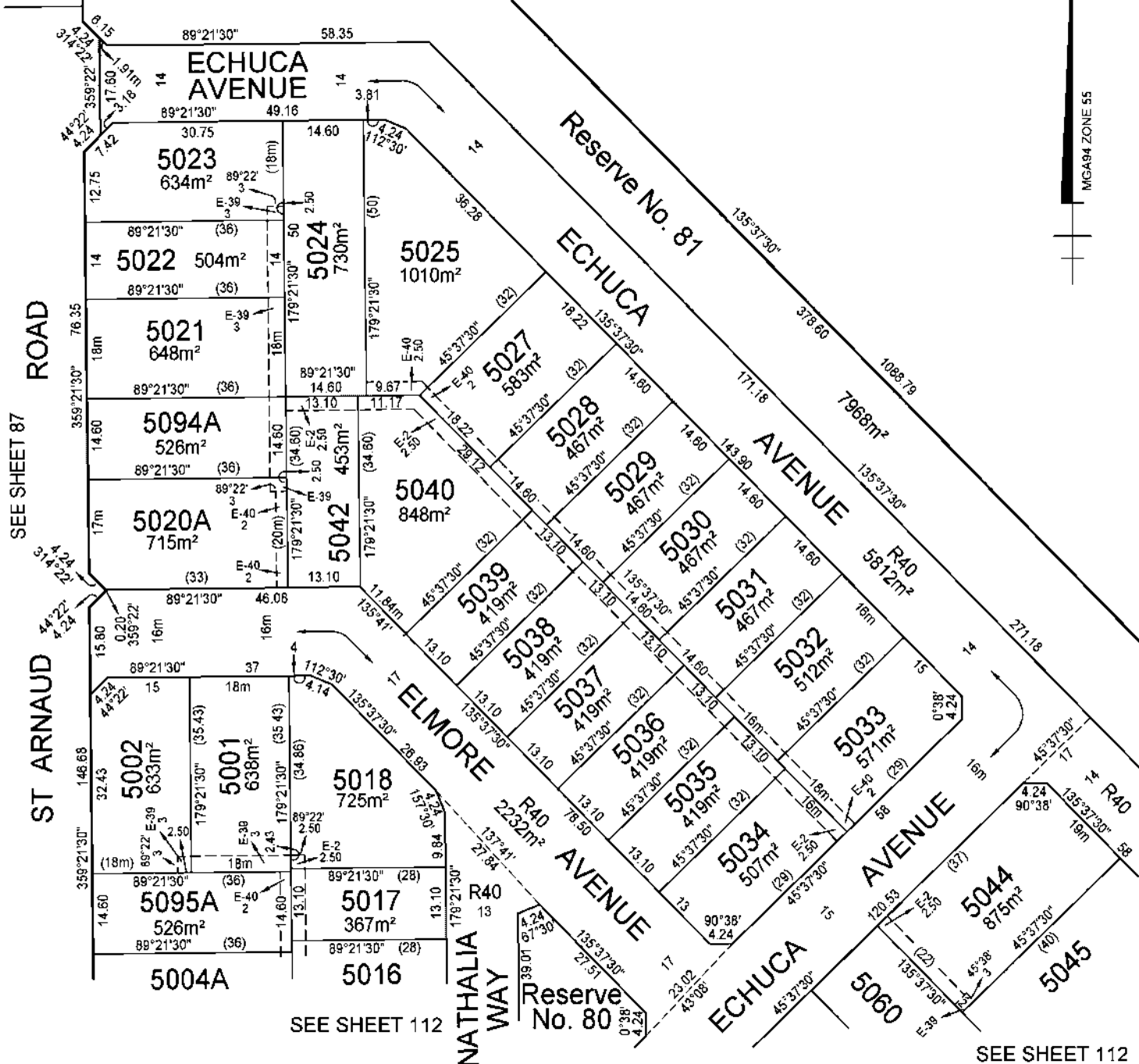
PS543210K

PS543210K

Res.
No.54

SEE
SHEET
87

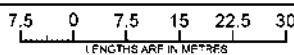
S4 (PART)
SEE SHEET 15



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:750



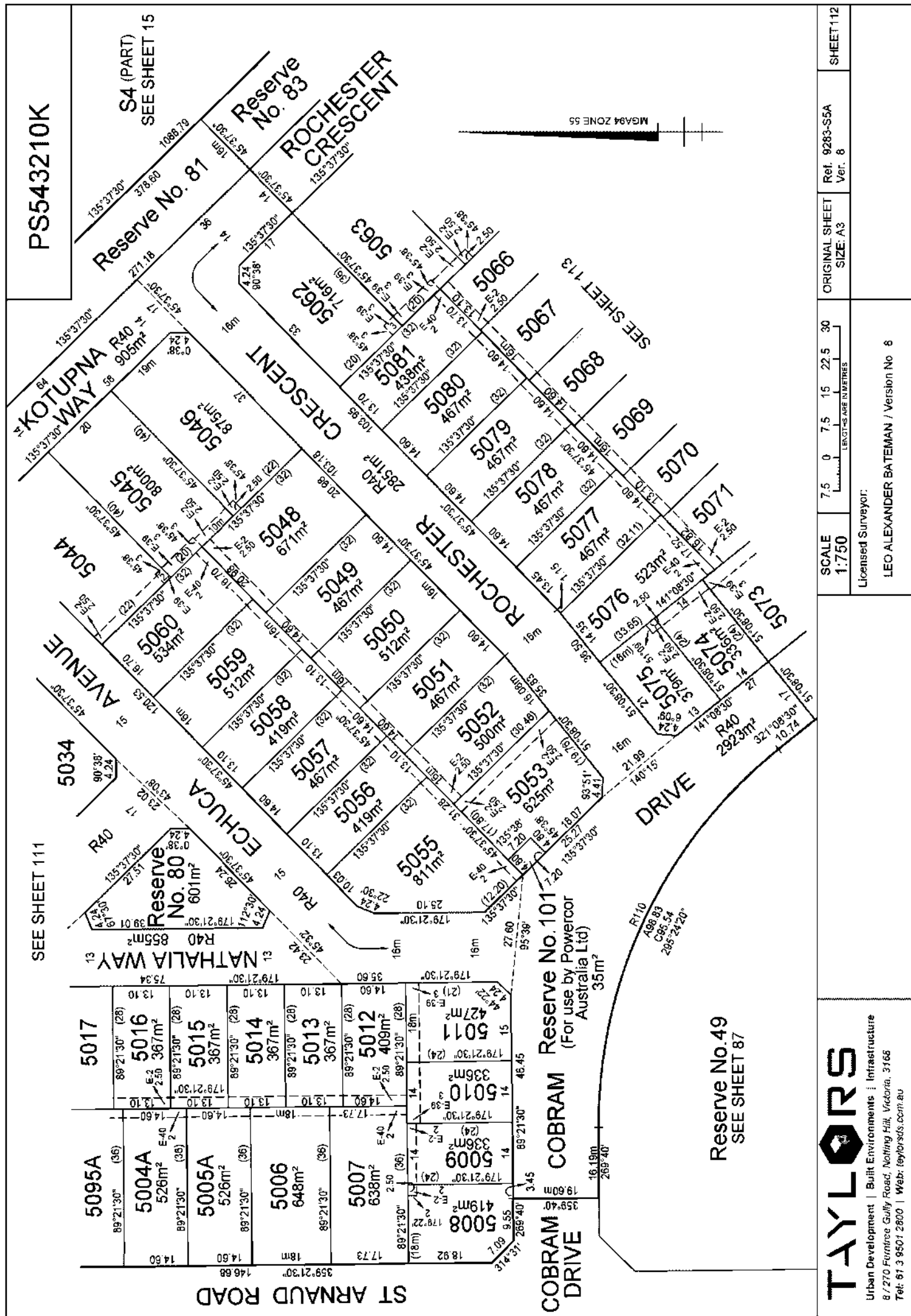
Licensed Surveyor:

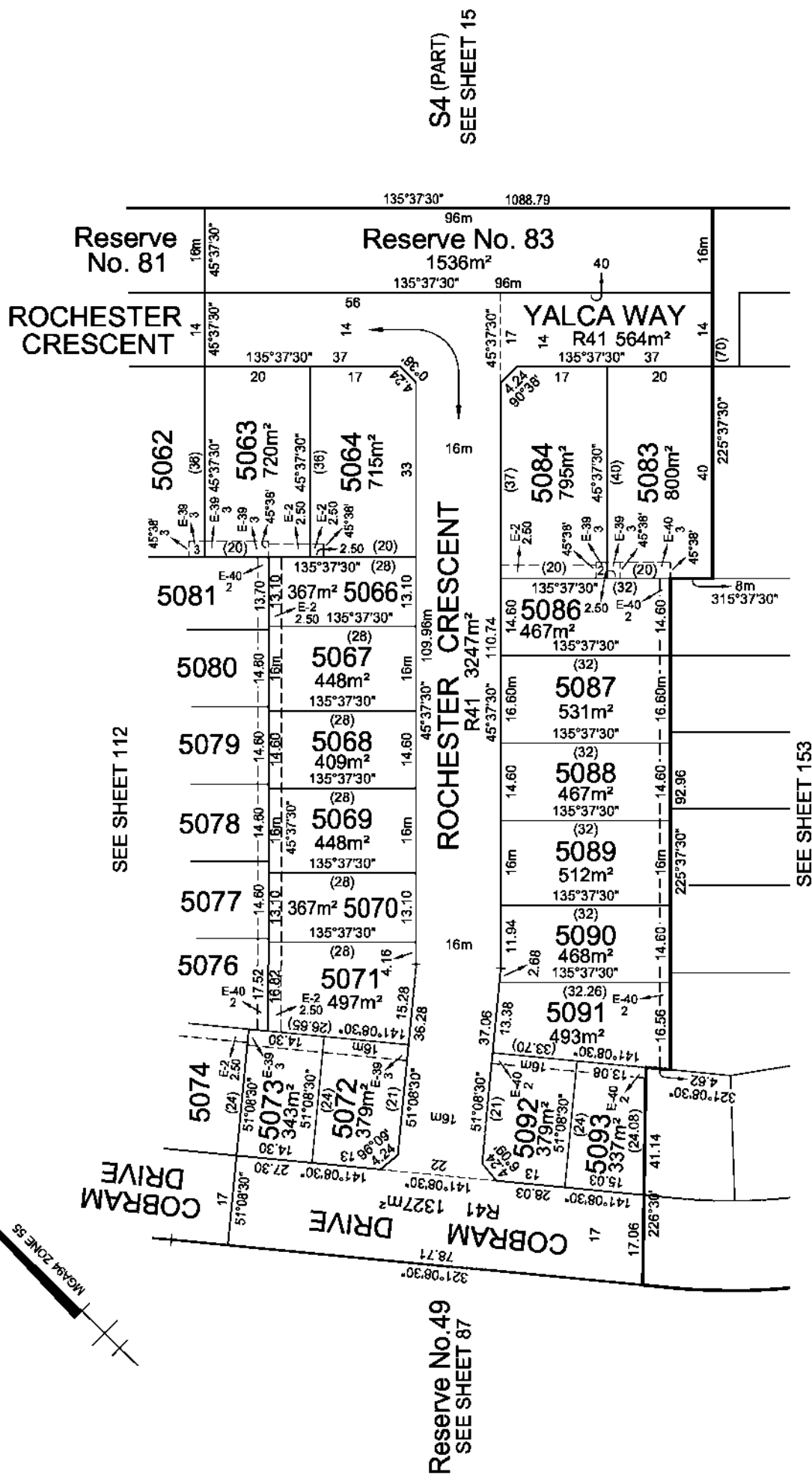
LEO ALEXANDER BATEMAN / Version No 8

ORIGINAL SHEET
SIZE: A3

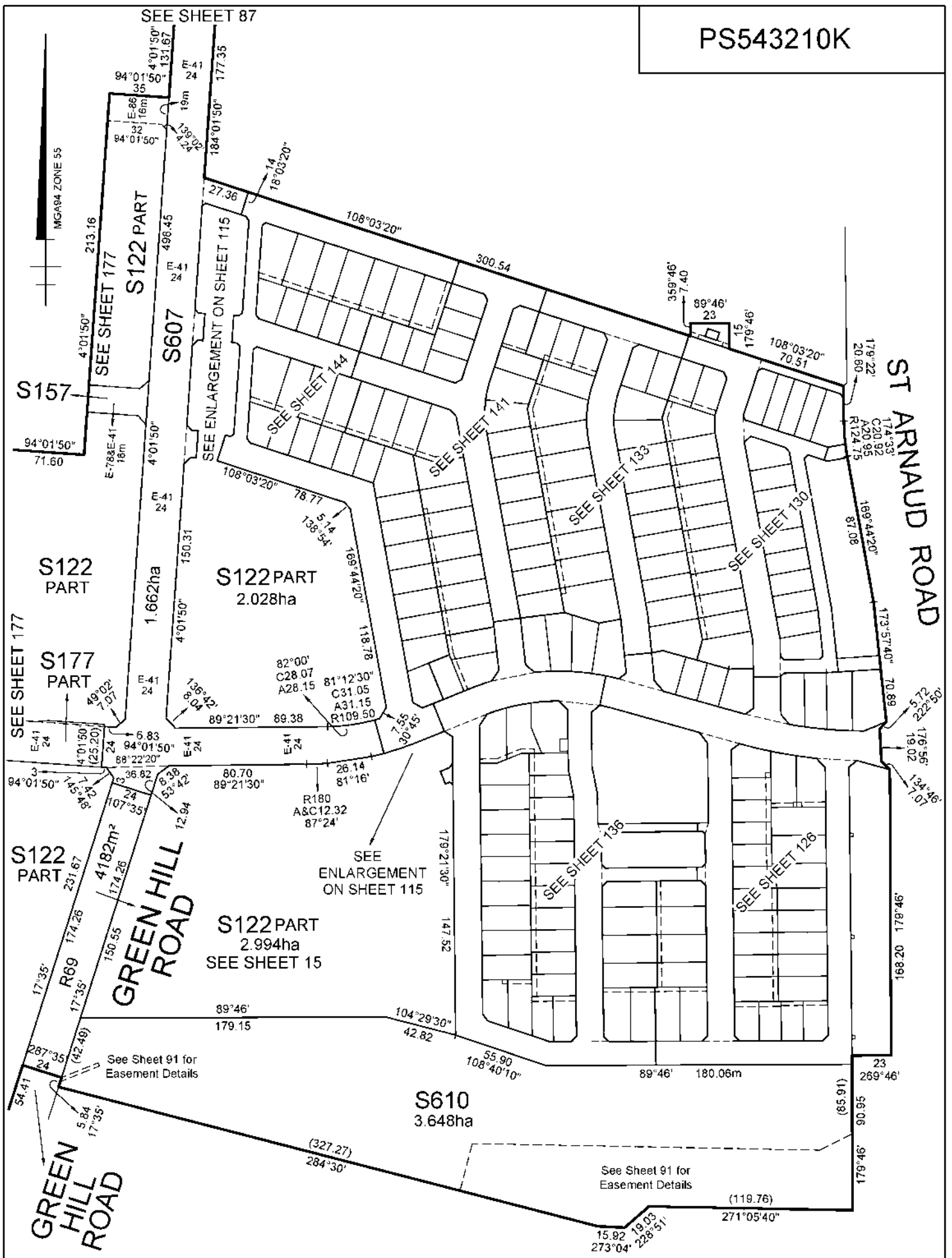
Ref. 9283-S5A
Ver. 8

SHEET 111





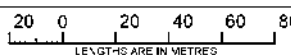
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
6 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3166
Tel: 61 3 9591 2800 | Web: taylorstds.com.au

SCALE
1:2000



Licensed Surveyor:

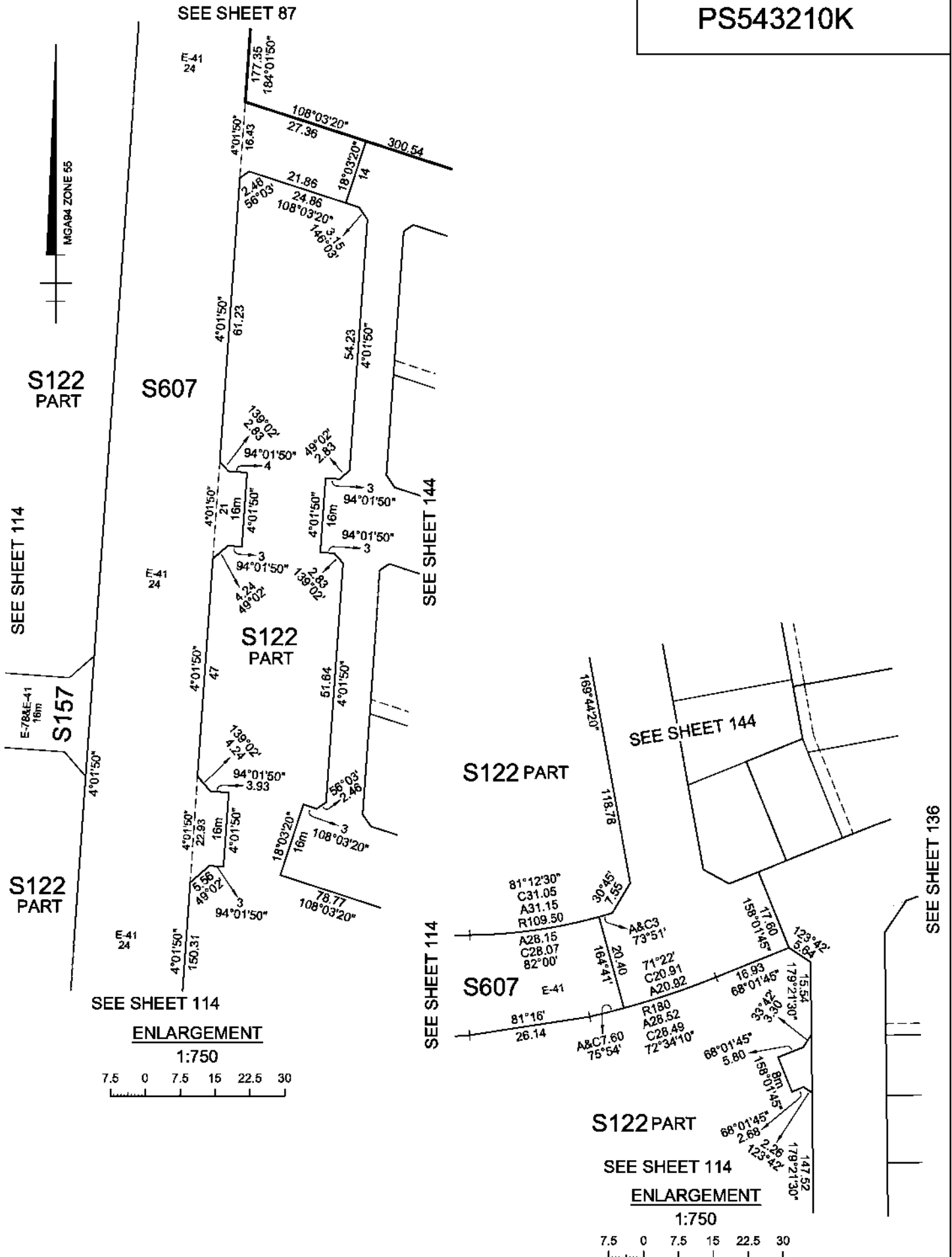
LEO ALEXANDER BATEMAN Version No 4

ORIGINAL SIZE: A3

Ref.	09283-S6-SL
Ver.	4

SHEET 114

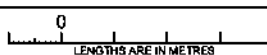
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernites Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2900 | Web: taylorssds.com.au

SCALE



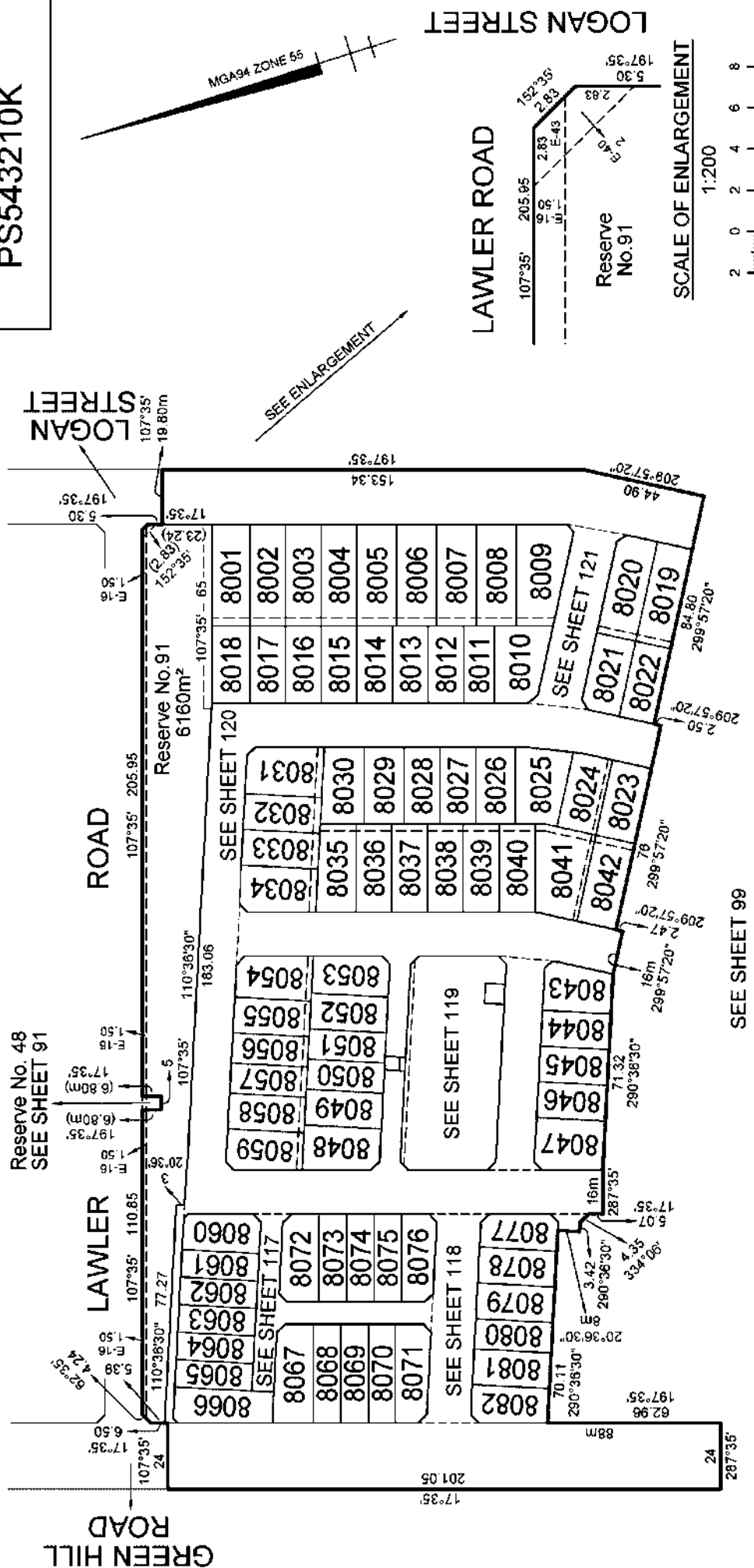
Licensed Surveyor:

LEO ALEXANDER BATEMAN Version No 4

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S6-SL
Ver. 4

SHEET 115



TAYLORS

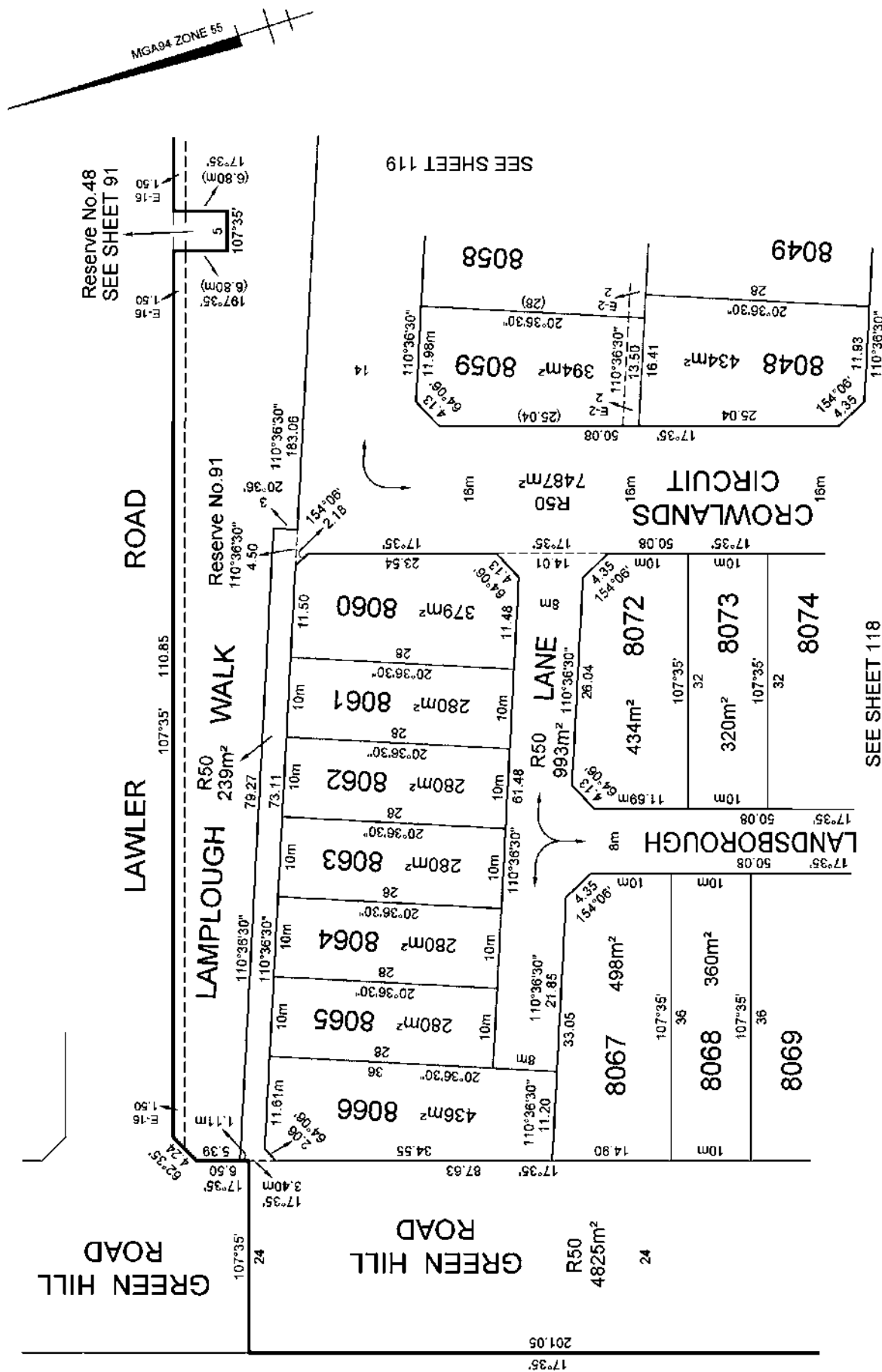
Urban Development | Built Environments | Infrastructure
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorssds.com.au

Licensed Surveyor:
LEO ALEXANDER BATEMAN / Version No 10

SCALE 1:1500	15 0 15 30 45 60 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 09253-8A Ver. 10

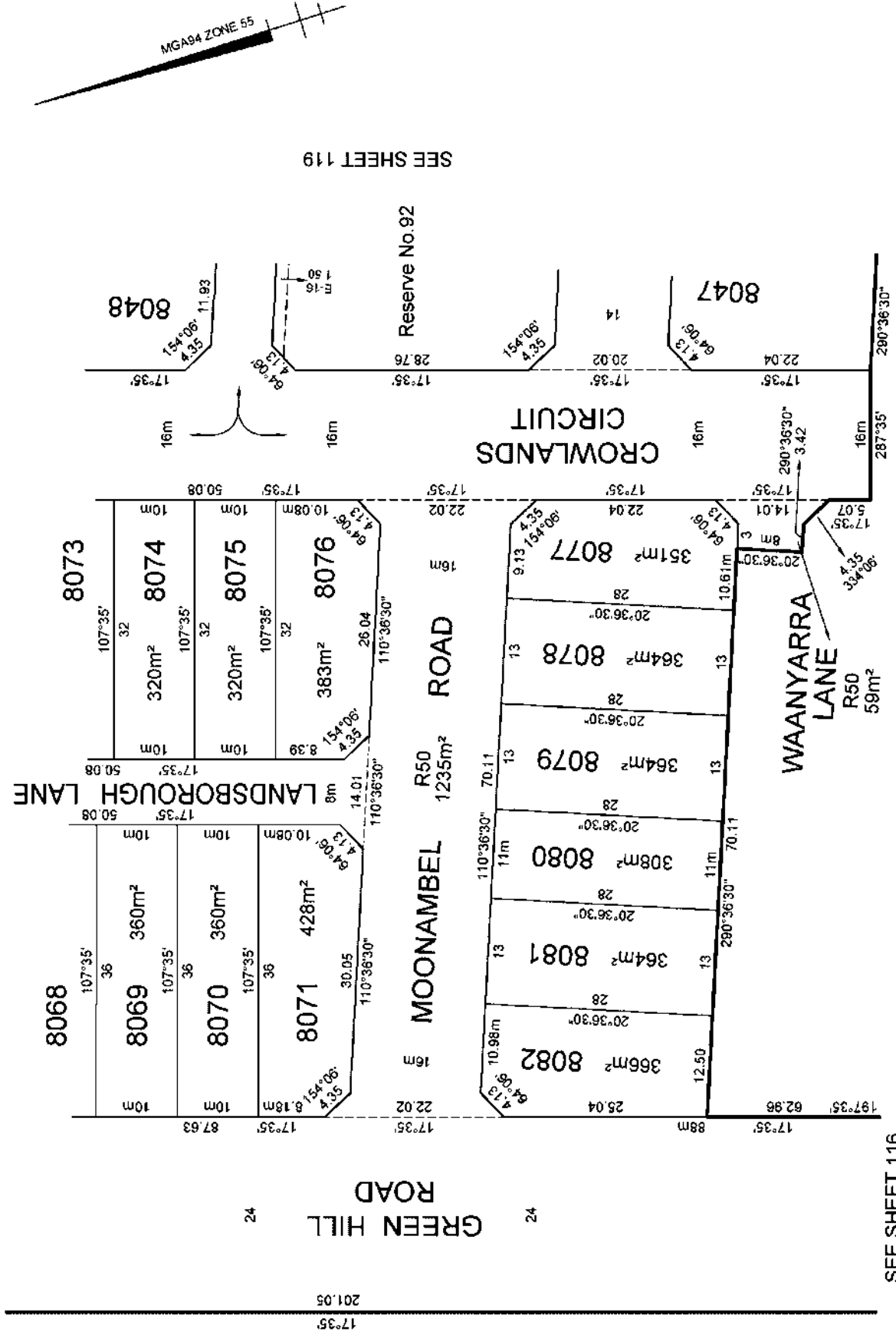
SHEET 116

PS543210K



SEE SHEET 117

PS543210K



SEE SHEET 116

STYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Furntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorjays.com.au

Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No. 10

SCALE
1-500

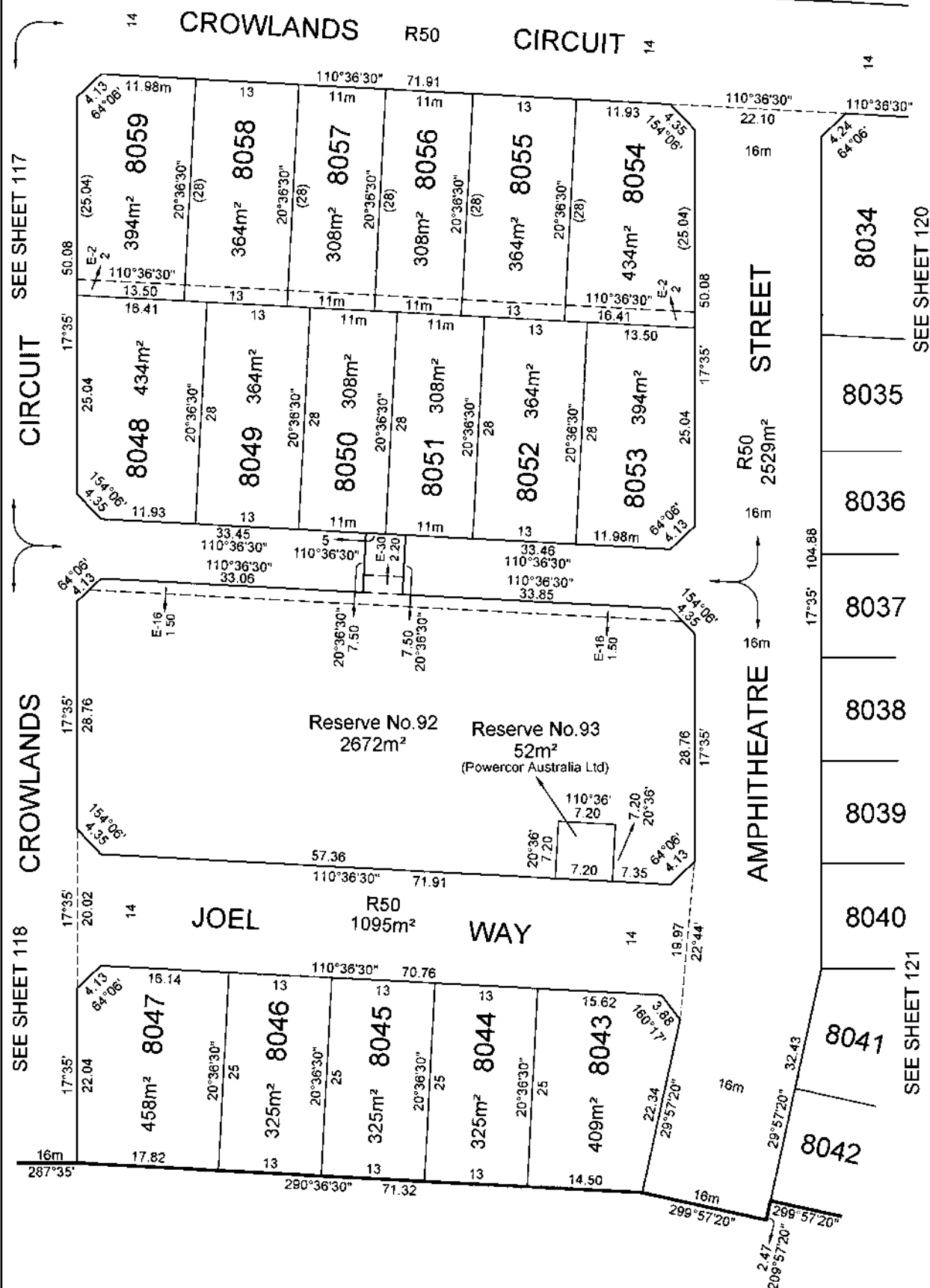
0 5 10 15 20
LENGTHS ARE IN METRES

ORIGINAL SHEET

Ref. 09283-8A

SHEET 118

PS543210K



MGAG94 ZONE 50



Urban Development | Built Environments | Infrastructure
6 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2860 | Web: lawsonds.com.au

Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 4

SCALE

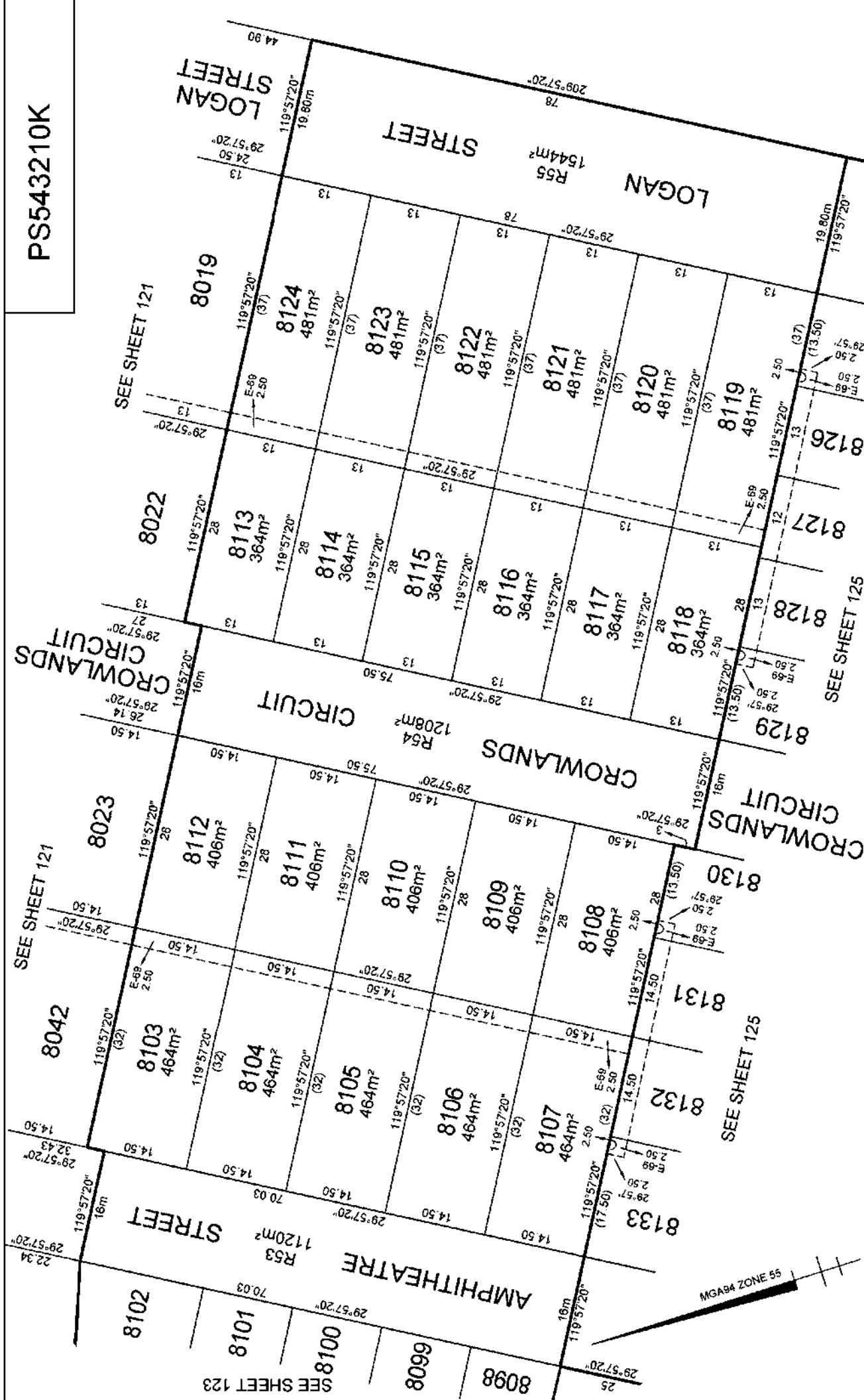
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S8B
Ver. 4

SHEET 123

PS543210K



TAYLORS

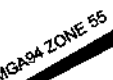
Urban Development | Built Environments | Infrastructure
8/270 Funtree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2500 | Web: taylorssds.com.au

Licensed Surveyor:
LEO ALEXANDER BATEMAN / Version No 4

SCALE
1:500
5 0 5 10 15 20
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 124



SEE SHEET 124

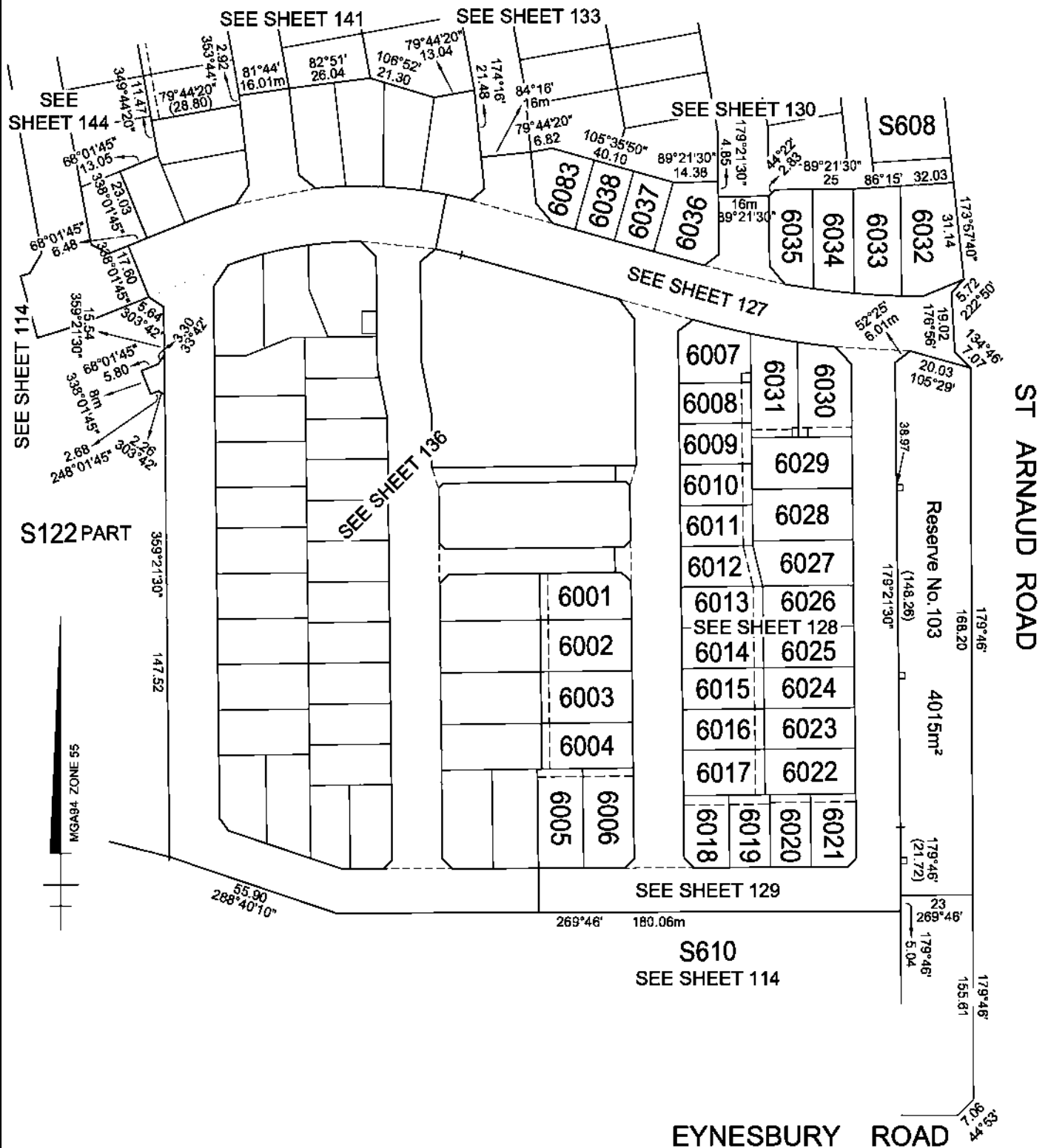
**MOUNT MARY ROAD
SEE SHEET 19**

Reserve
No. 96
25m²

STYL

Urban Development | Built Environments | Infrastructure
8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3169
Tel: 61 3 9501 2800 | Web: taylorjds.com.au

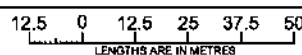
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2810 | Web: taylorsoe.com.au

SCALE
1:1250



Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 9

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S6A
Ver. 9

SHEET 126

ST ARNAUD ROAD

$$\begin{array}{r} 179^{\circ}46' \\ \hline 168.20 \end{array}$$

Reserve No.103

MOOLORT
CRESCENT R61

6030

6031

8009

LAANECOORIE

WALK

GLENALBYN

GLENALBYN | ANE

TARNAGULLA
STREET

R61

6001

6100

78m² 6002

6101

6003

6102

STYLOR

Urban Development | Built Environments | Infrastructure
8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE

Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 9

SCALE
1:500

5 0 5 10 15 20
LENGTHS ARE IN METRES

ORIGINAL SHEET

Ref. 09283-56A

SHEET 128

SEE SHEET 136

SEE SHEET 129

SEE SHEET 127

MGAG4 ZONE 55

PS543210K

ST ARNAUD ROAD

Reserve No.103

MOOLORT
CRESCENT R61

TARNAGULLA
STREET R61

MOOLORT	MOOLORT	CRESCENT
14	14	14

S610
SEE SHEET 114

SEE SHEET 136

MG94 ZONE 55

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 9

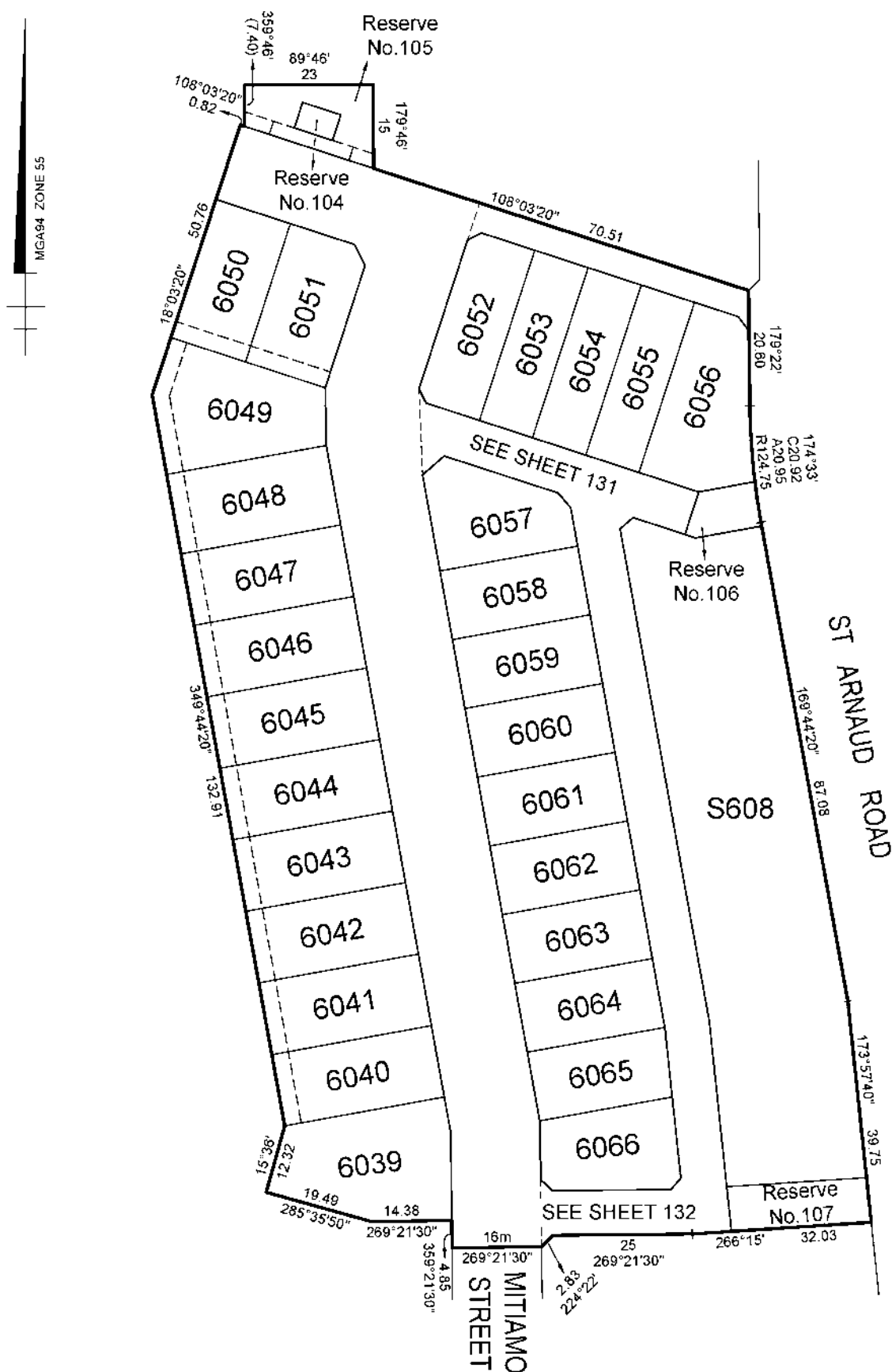
SCALE
1:500

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3Ref. 09283-S6A
Ver. 0

SHEET 129

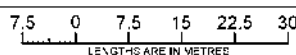
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:750



Licensed Surveyor:

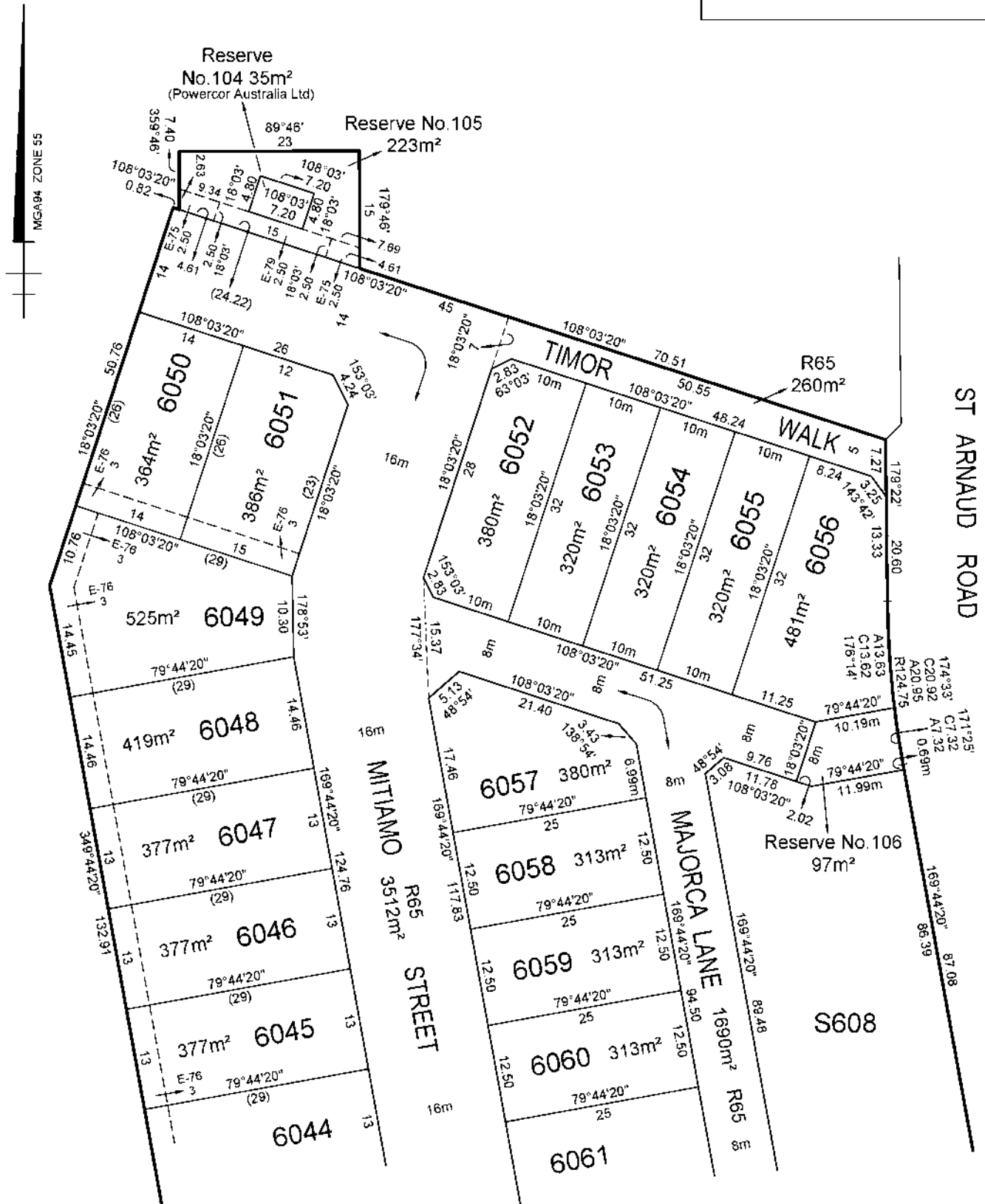
LEO ALEXANDER BATEMAN / Version No 5

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S6B
Ver. 5

SHEET 130

PS543210K

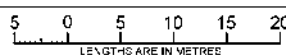


SEE SHEET 132

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500



Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 5

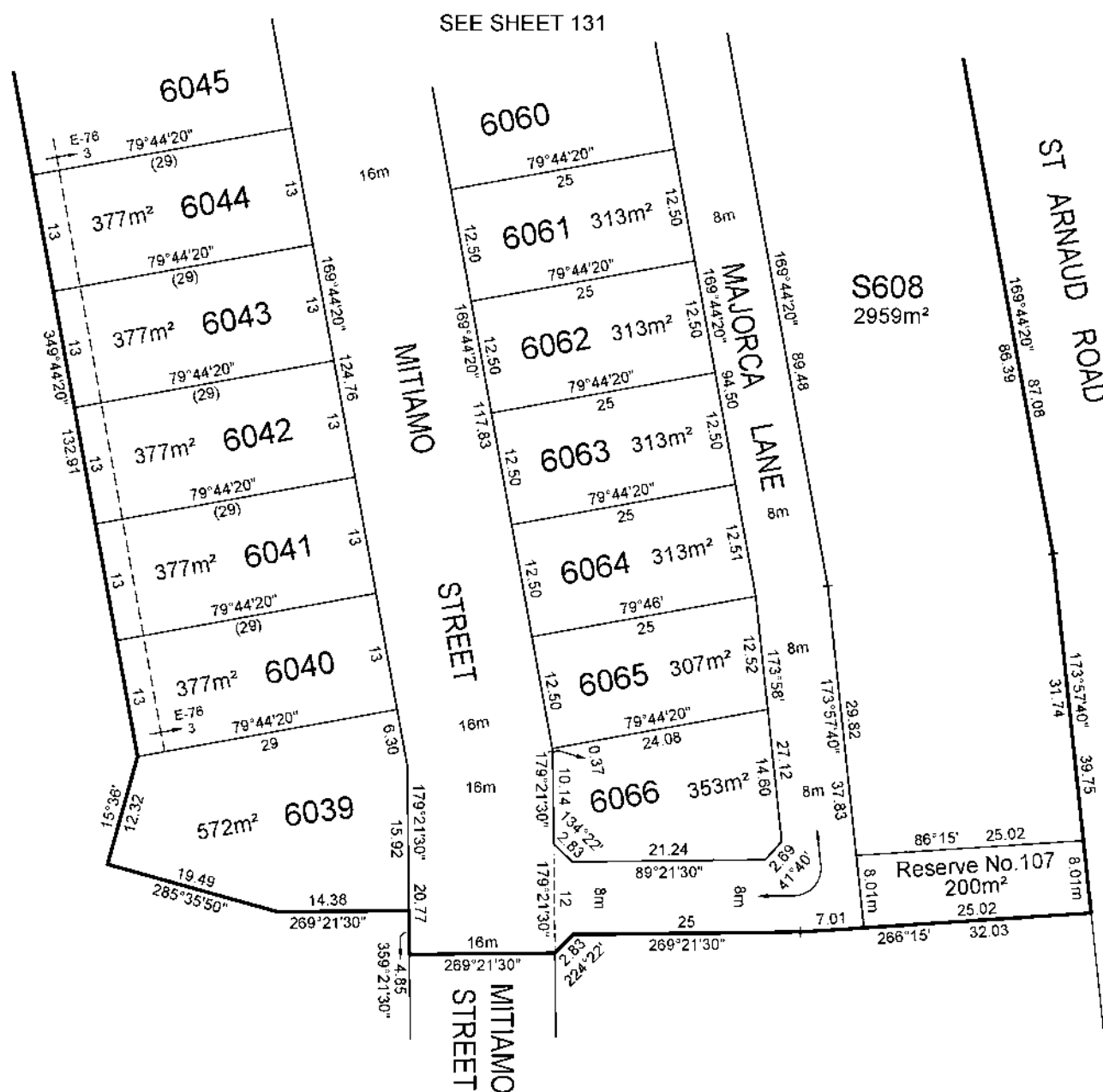
ORIGINAL SHEET
SIZE: A3

Ref. 09283-S68
Ver. 5

SHEET 131

PS543210K

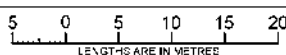
MGA94 ZONE 55



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500



Licensed Surveyor:

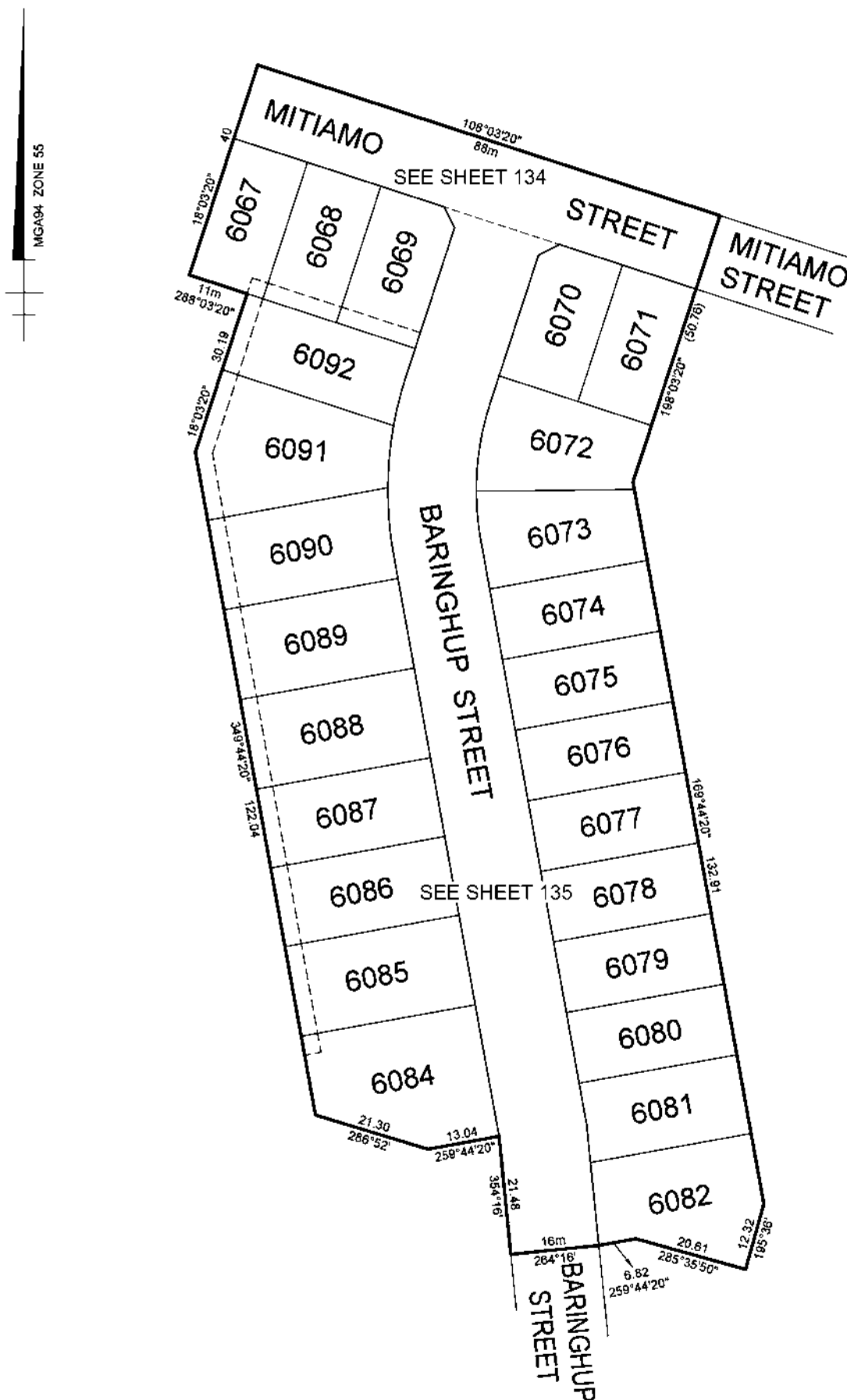
LEO ALEXANDER BATEMAN / Version No 5

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S6B
Ver. 5

SHEET 132

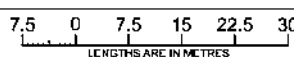
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:750



Licensed Surveyor:

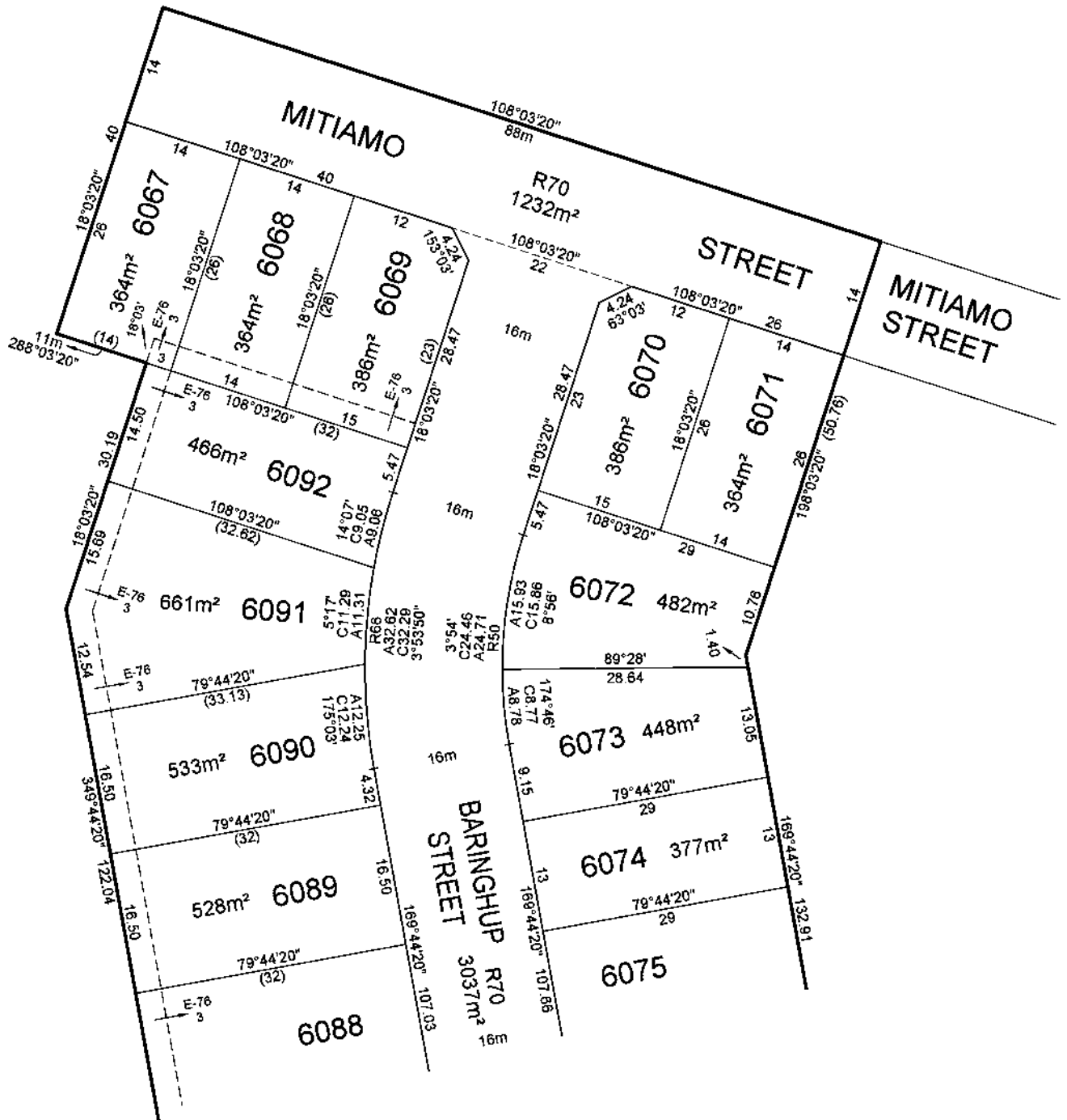
LEO ALEXANDER BATEMAN / Version No 5

ORIGINAL SHEET
SIZE: A3

Ref. 00283-S6C
Ver. 5

SHEET 133

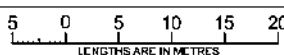
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500



Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 5

ORIGINAL SHEET
SIZE: A3

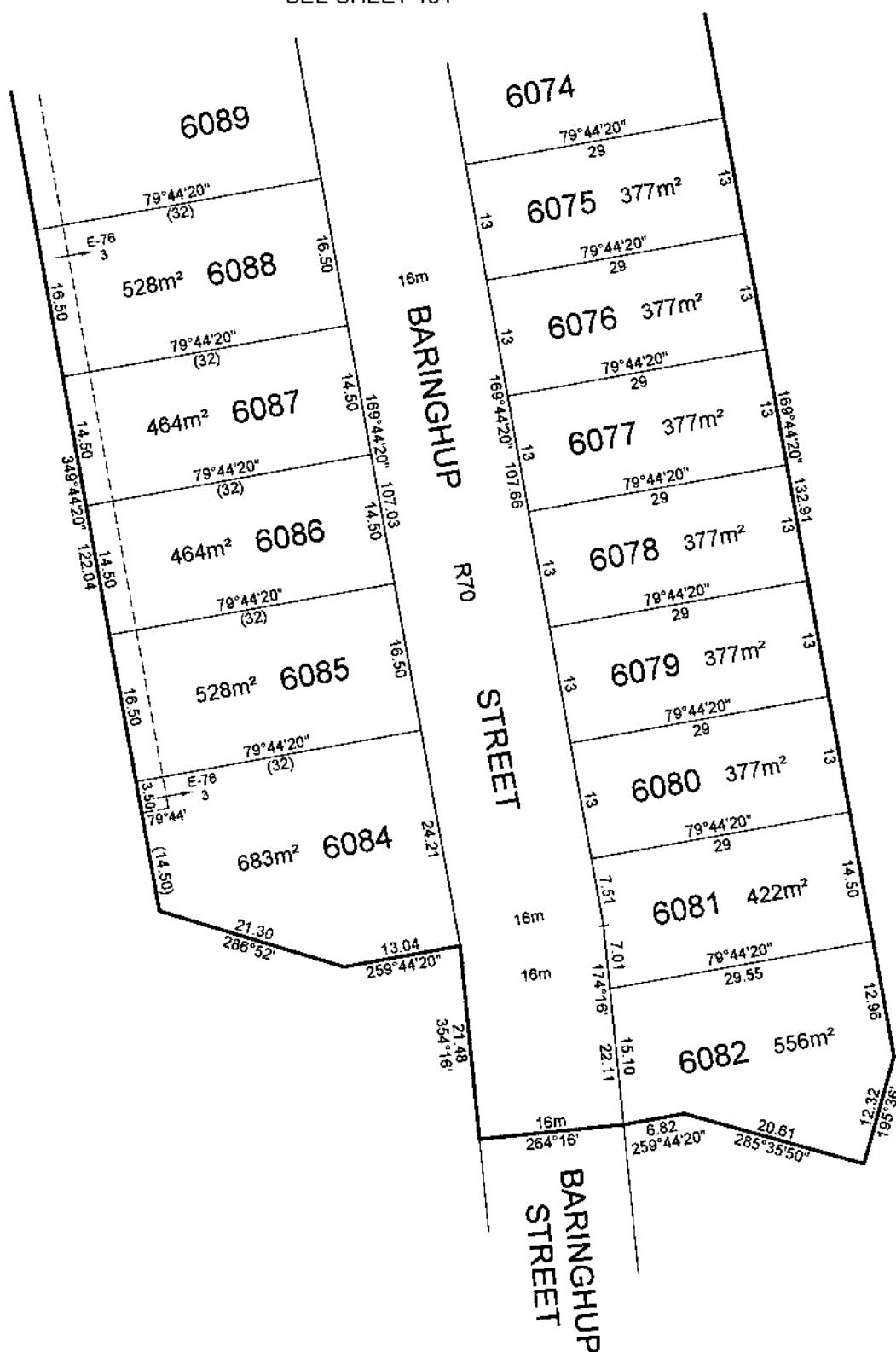
Ref. 00283-S6C
Ver. 5

SHEET 134

PS543210K

SEE SHEET 134

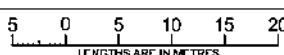
MGA94 ZONE 55



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500



Licensed Surveyor:

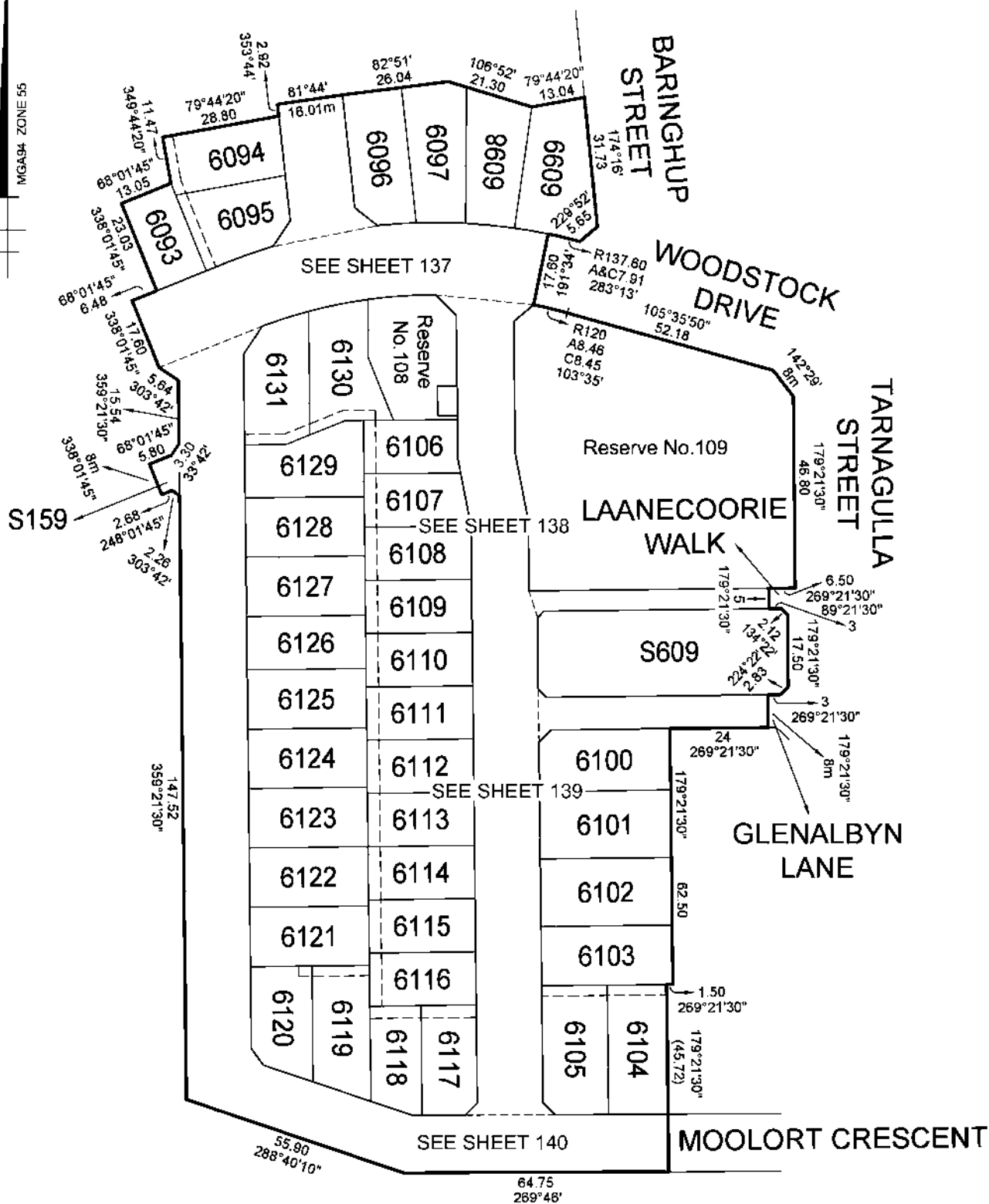
LEO ALEXANDER BATEMAN / Version No 5

ORIGINAL SHEET
SIZE: A3

Ref. 00283-S6C
Ver. 5

SHEET 135

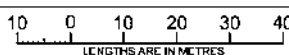
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
 8 / 270 Femtree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | **Web:** taylorstds.com.au

SCALE
1:1000



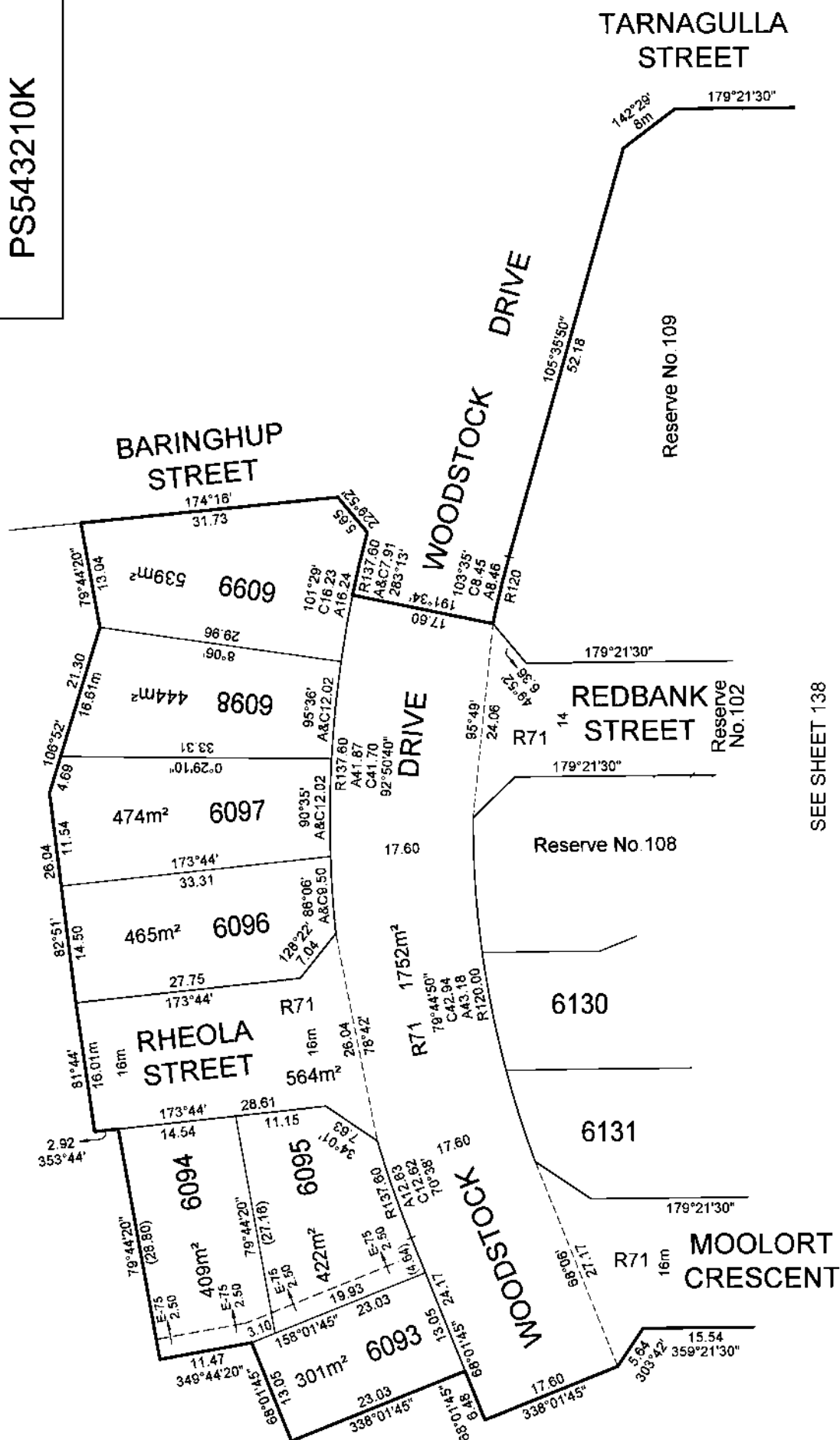
Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 5

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S6D
Ver. 5

SHEET 136



SEE SHEET 138

MGAGA ZONE 55

STYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE	5
1:500	L

icensed Surveyor:

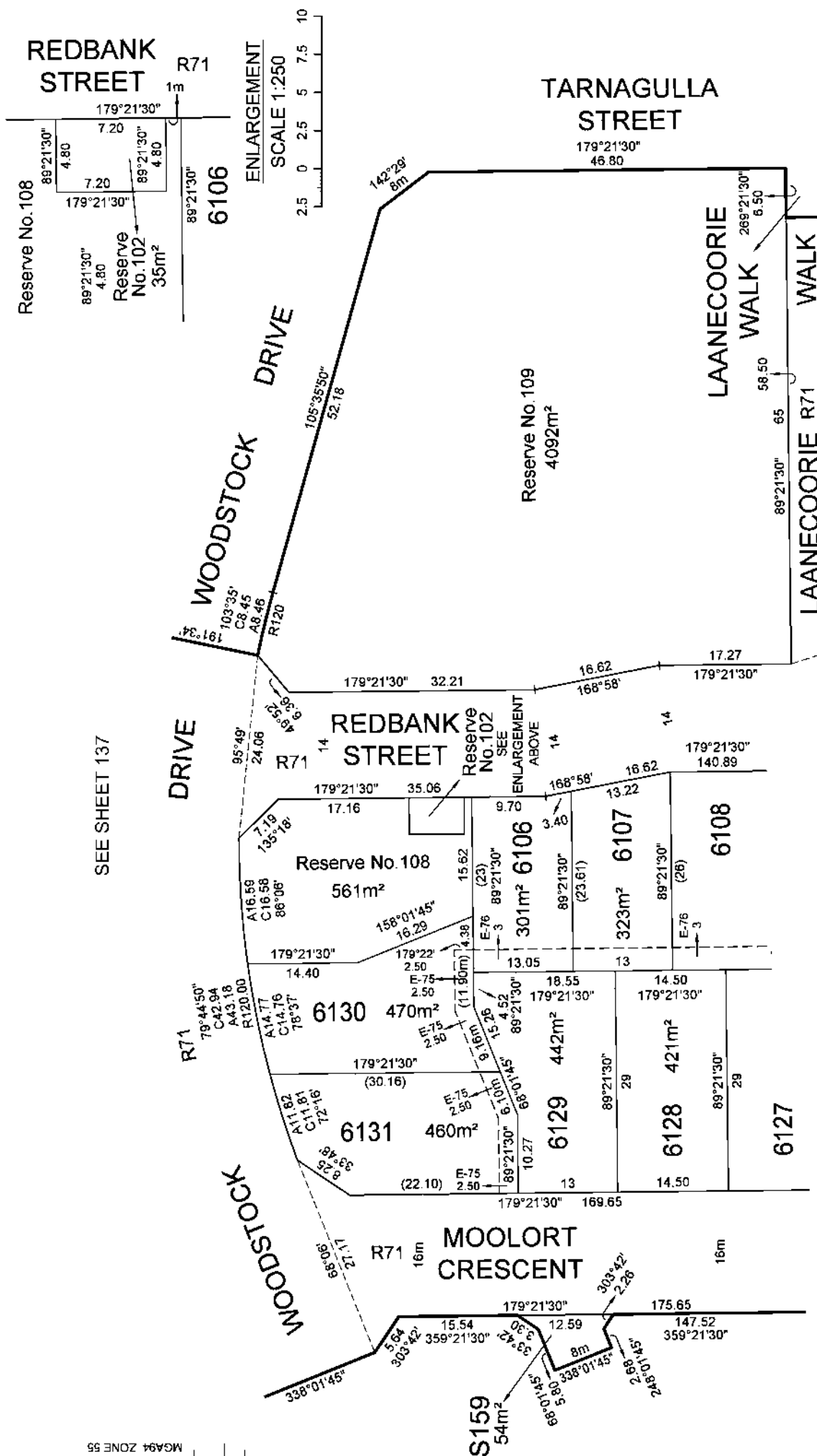
LEO ALEXANDER BATEMAN / Version No 5

SCALE
1:500

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S6D
Ver. 5

SHEET 137



MGAG94 ZONE 55

SEE SHEET 139

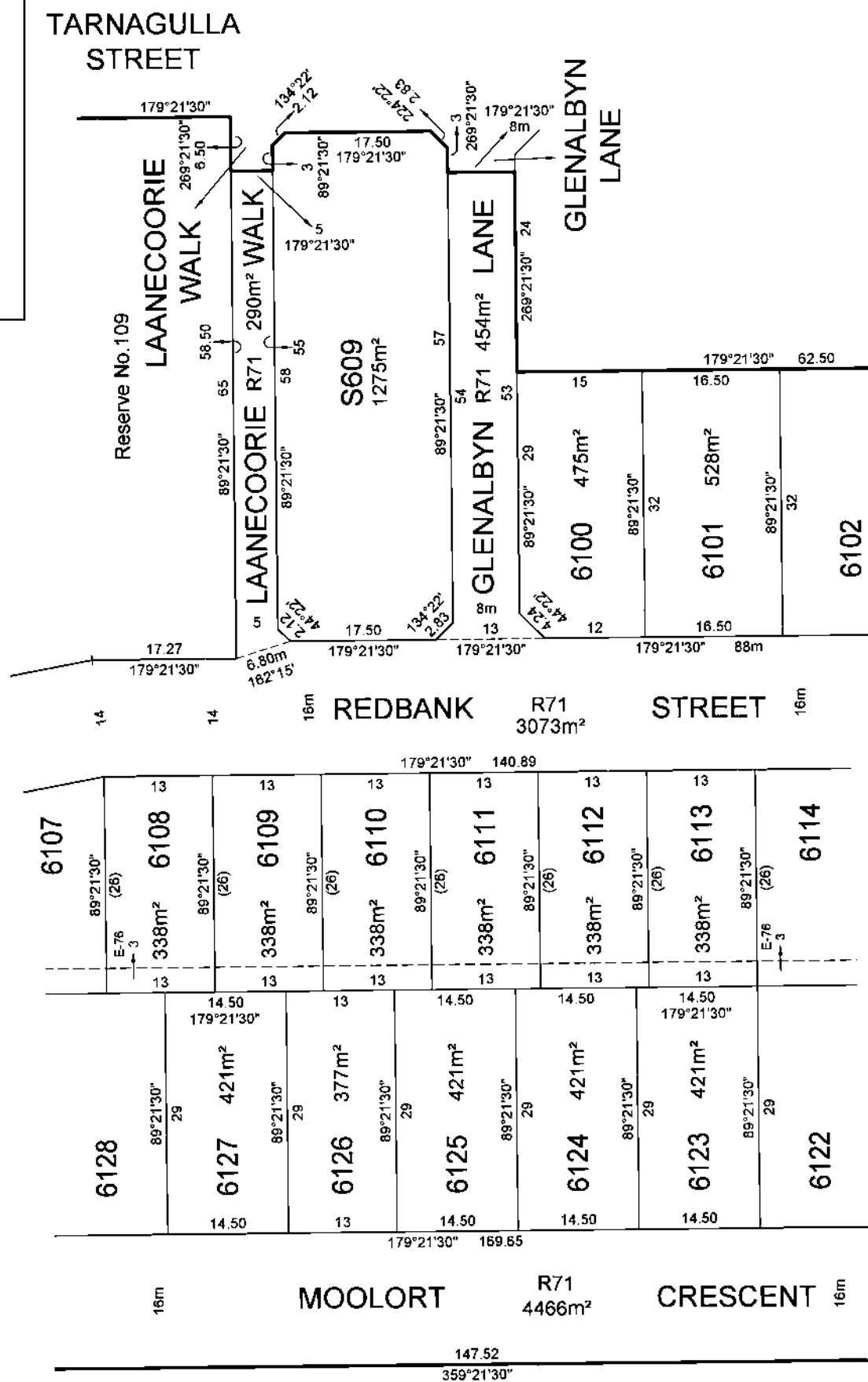
SCALE 1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 09283-S6D Ver. 5	SHEET 198

Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 5

TAYLORS
Urban Development | Built Environments | Infrastructure
8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorss.com.au

SEE SHEET 138



SEE SHEET 140

TAYLORS
Urban Development | Built Environments | Infrastructure
8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE 1:500	5 L

LEO ALEXANDER BATEMAN / Version No 5

SCALE
1:500

LENGTHS ARE IN METRES

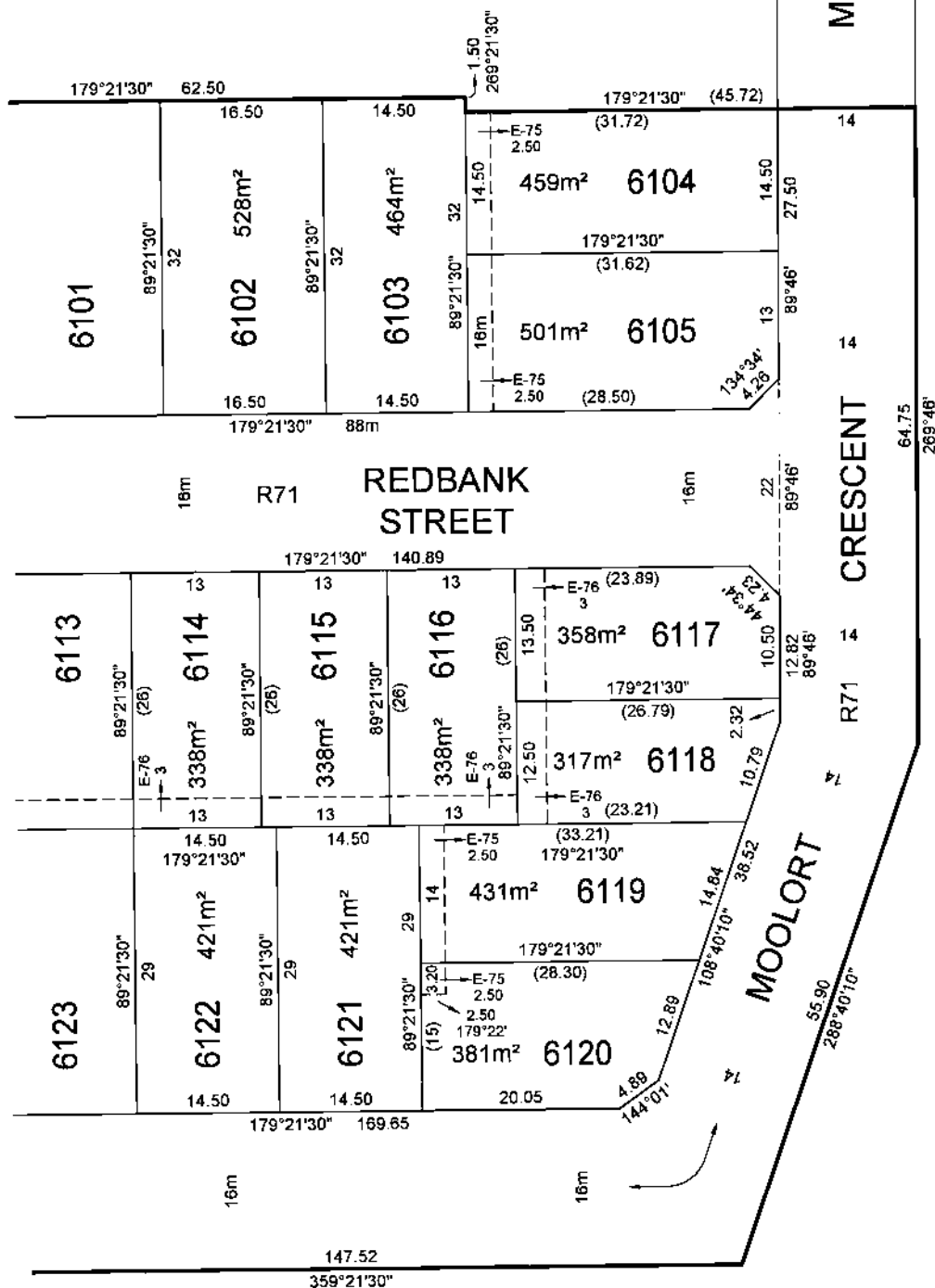
ORIGINAL SHEET	Ref. 09283-S6D
SIZE: A2	Ver. 5

SHEET 139

PS543210K

SEE SHEET 139

MGA94 ZONE 55



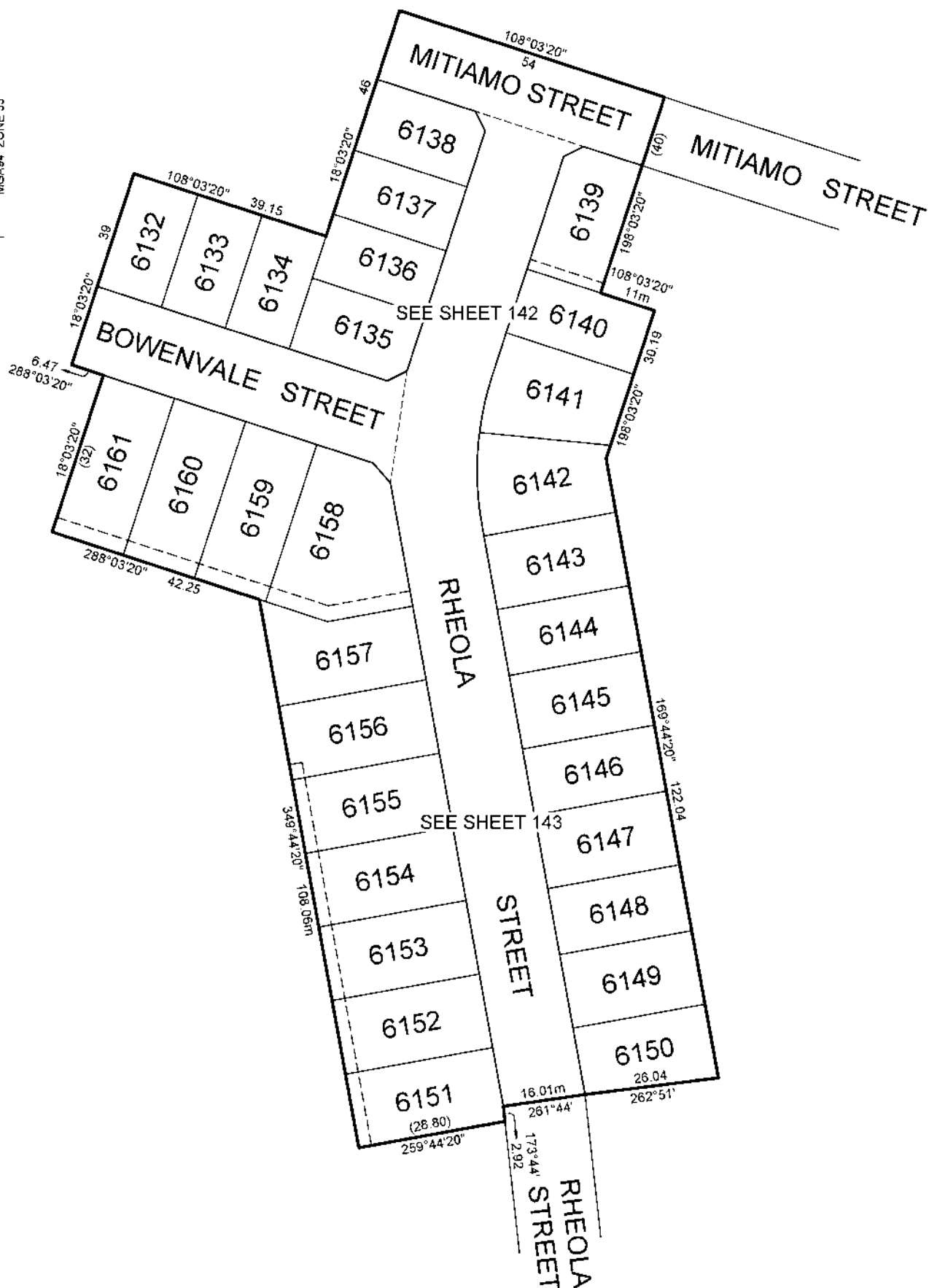
MOOLLORT CRESCENT

CRESCENT

MOOLLORT STREET

TAYLORS Urban Development Built Environments Infrastructure 8 / 270 Fernilee Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorstds.com.au		Licensed Surveyor: LEO ALEXANDER BATEMAN / Version No 5		SCALE 1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 09283-S6D Ver. 5	SHEET140

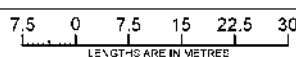
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:750



Licensed Surveyor:

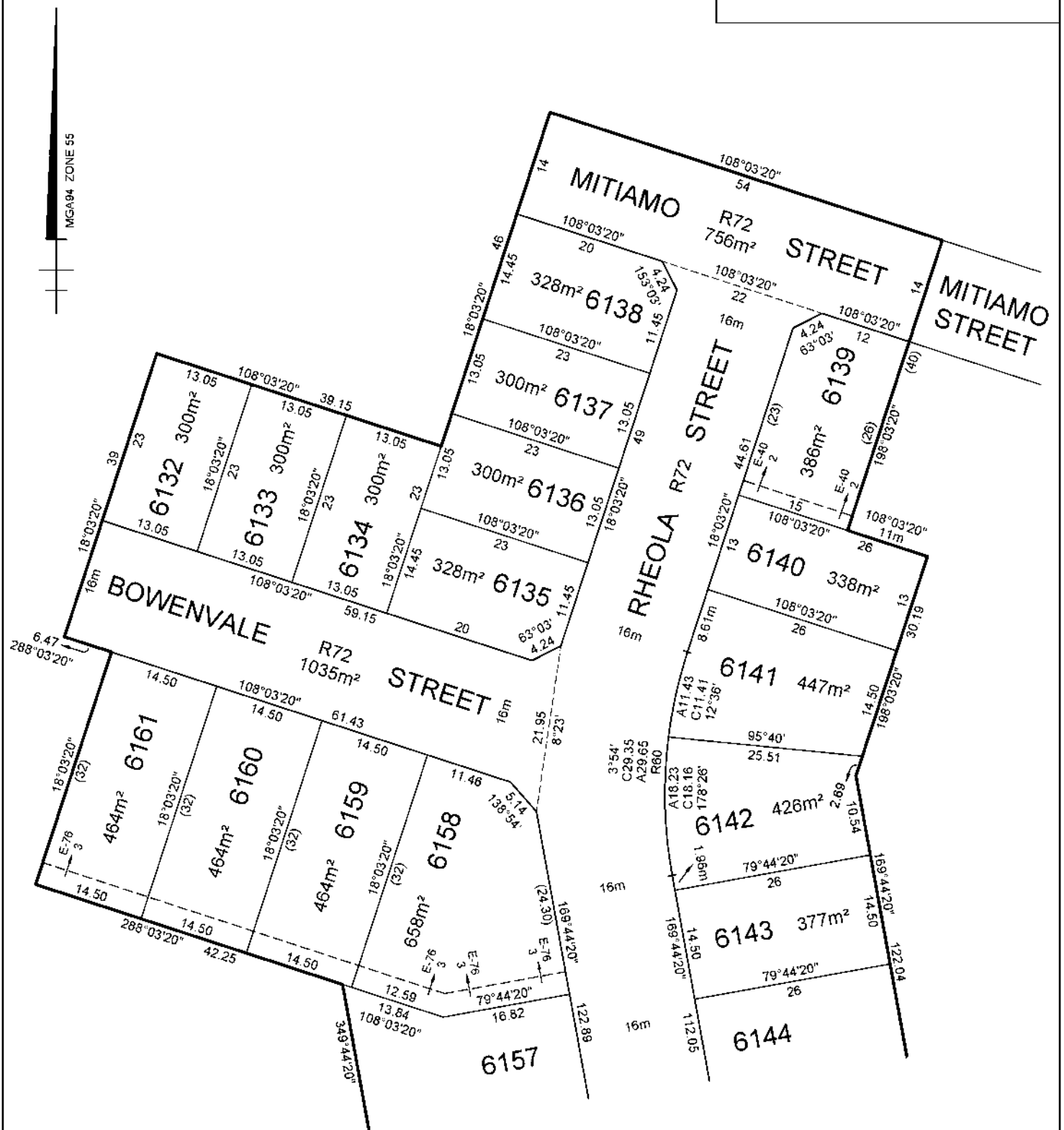
LEO ALEXANDER BATEMAN / Version No 5

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S6E
Ver. 5

SHEET 141

PS543210K

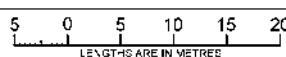


SEE SHEET 143

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500



Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 5

ORIGINAL SHEET
SIZE: A3

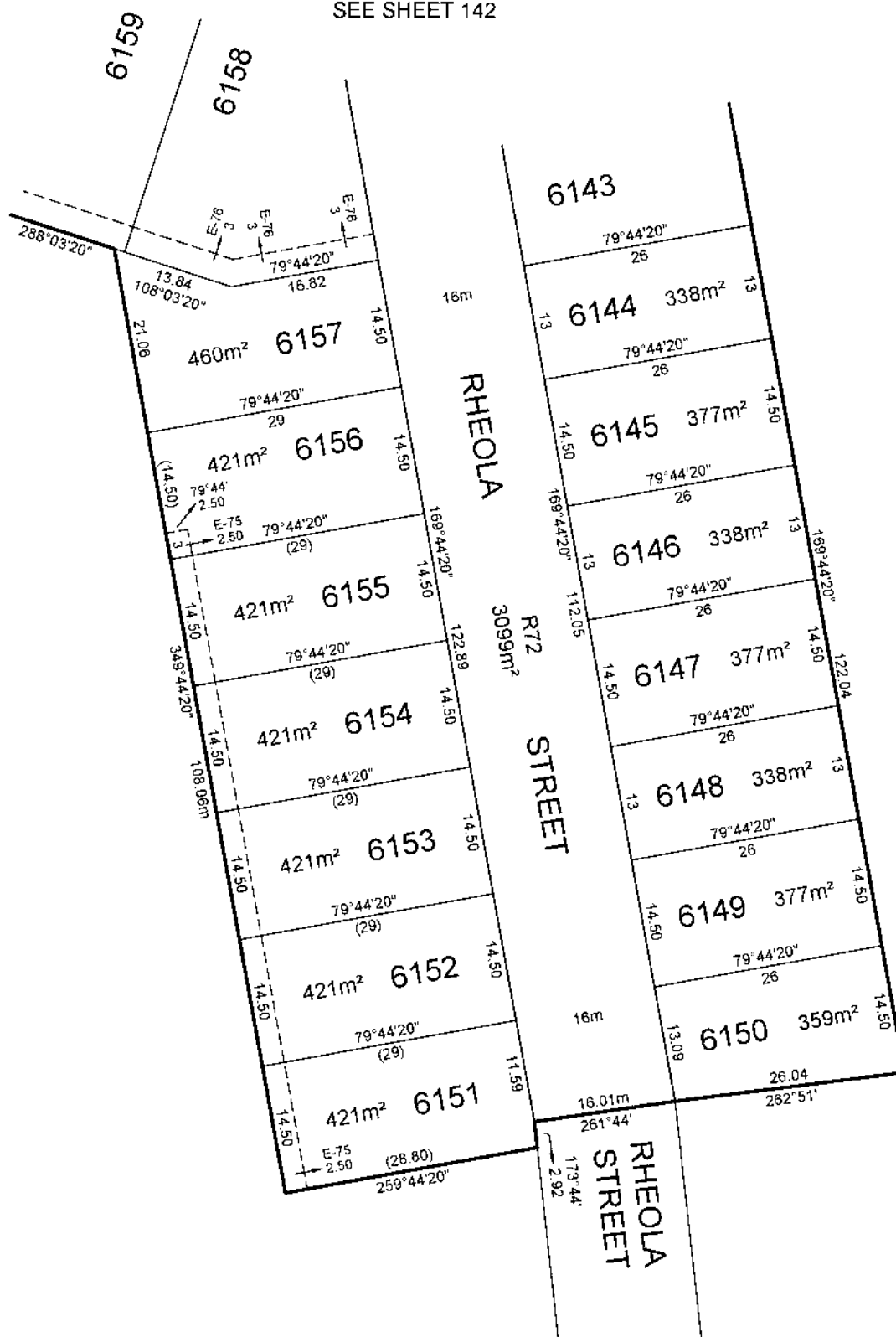
Ref. 09283-S6E
Ver. 5

SHEET 142

PS543210K



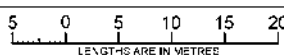
SEE SHEET 142



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500



Licensed Surveyor:

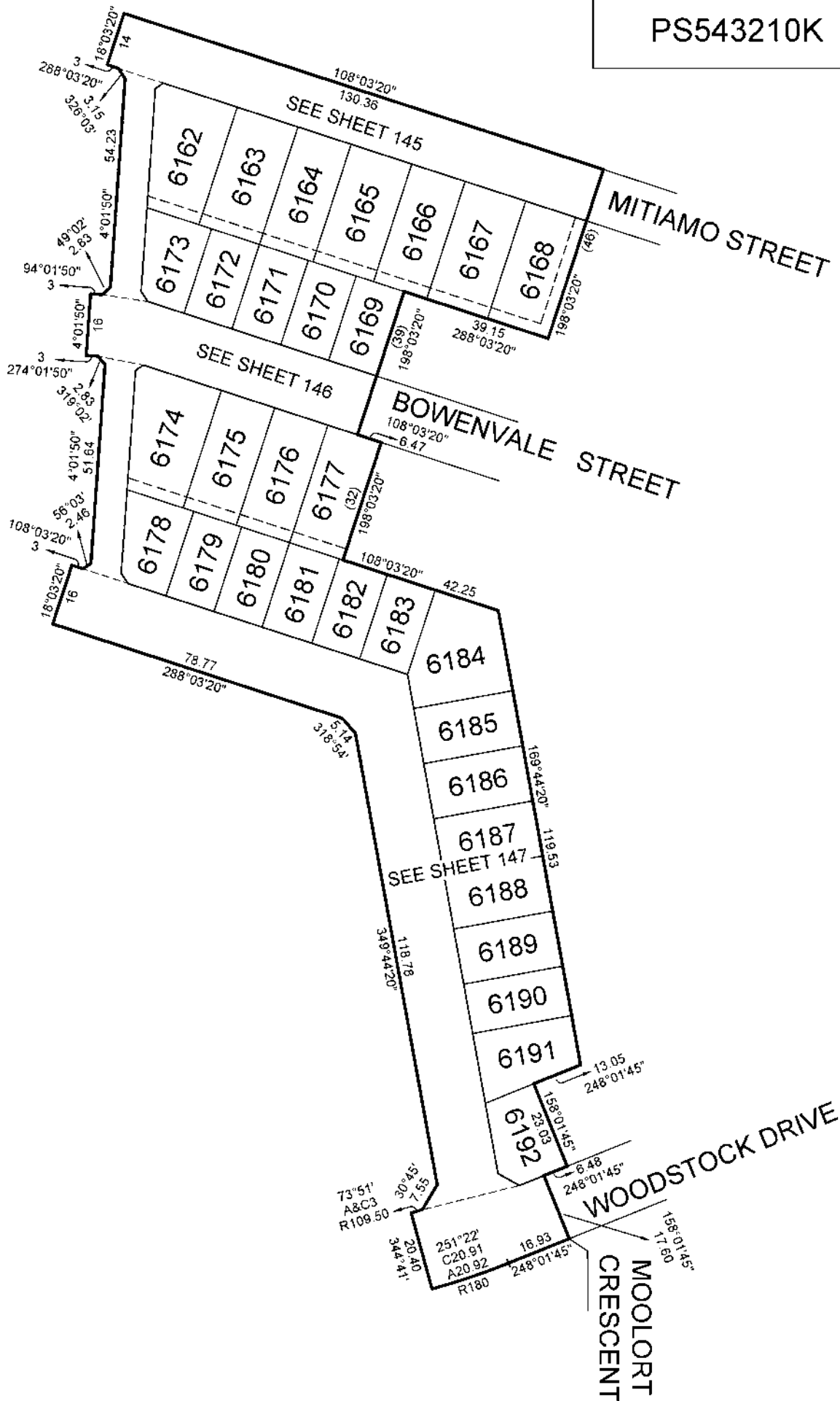
LEO ALEXANDER BATEMAN / Version No 5

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S6E
Ver. 5

SHEET 143

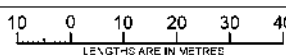
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:1000



Licensed Surveyor:

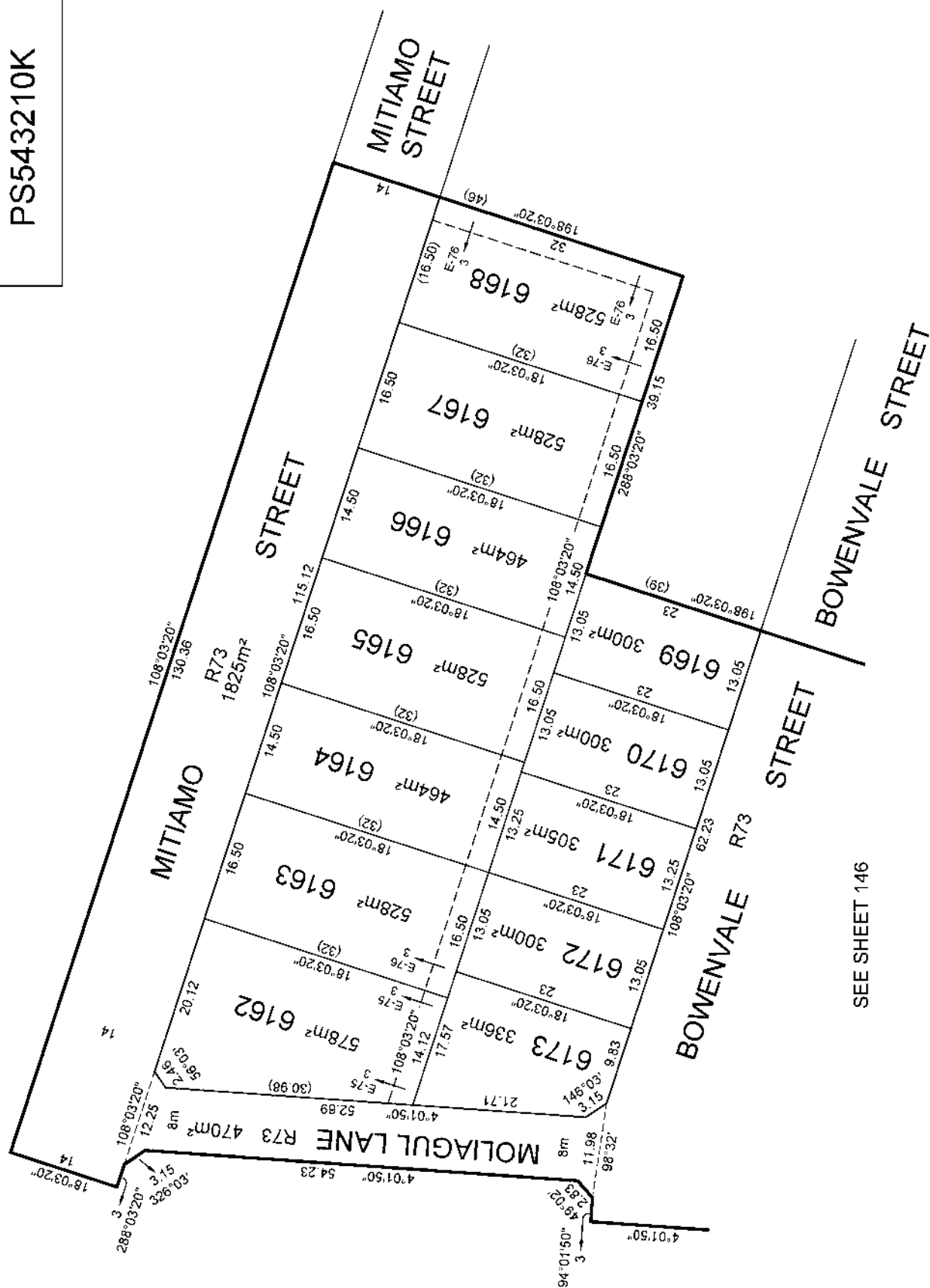
LEO ALEXANDER BATEMAN / Version No 5

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S6F
Ver. 5

SHEET 144

PS543210K



SEE SHEET 146

SOFTLY

Urban Development | Built Environments | Infrastructure
8/8/270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorsons.com.au

Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 5

SCALE

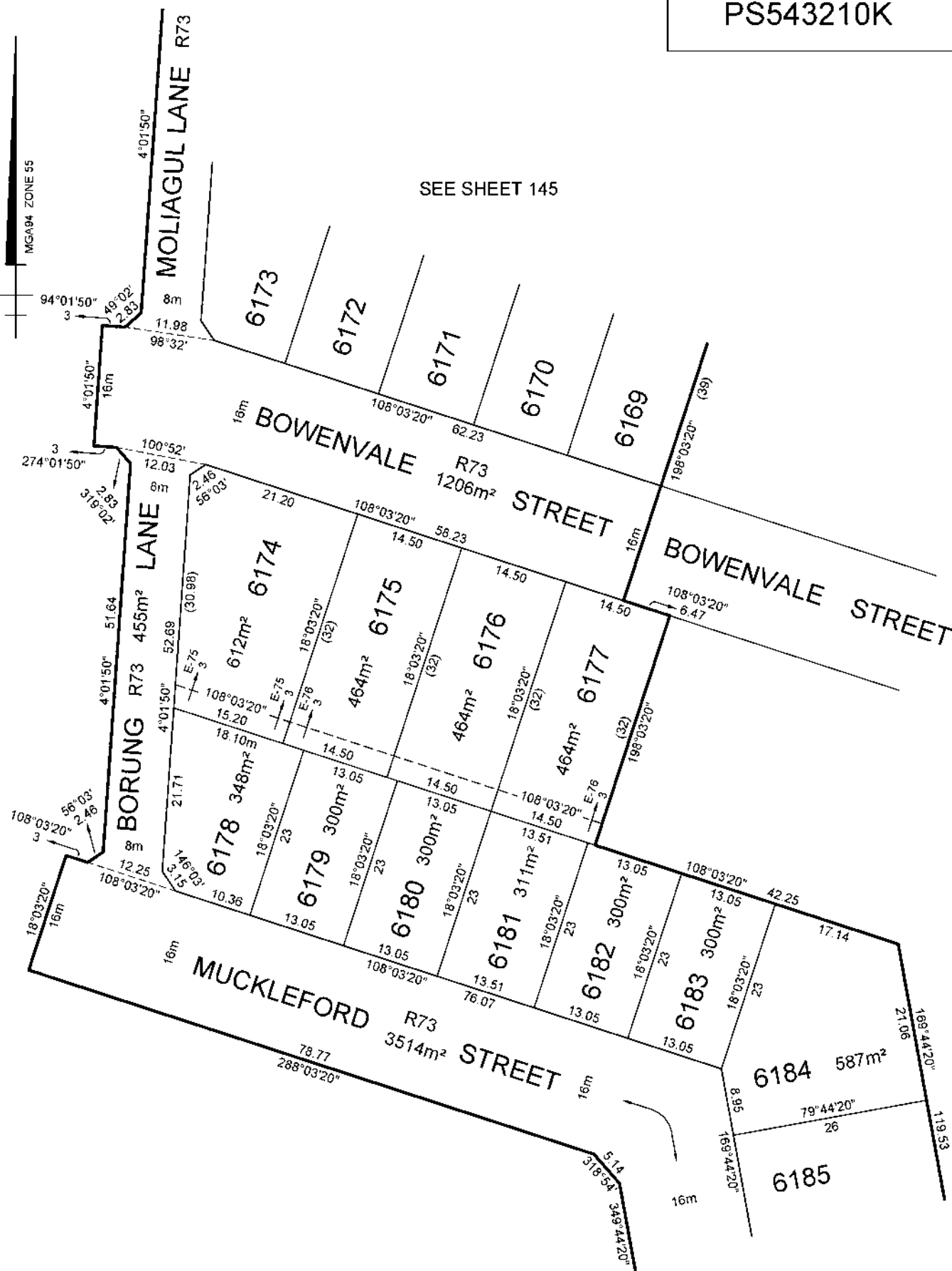
ORIGINAL SHEET
SIZE: A3

Ref. 09283-56F
Ver. 5

SHEET 145

PS543210K

SEE SHEET 145

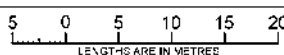


SEE SHEET 147

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500



Licensed Surveyor:

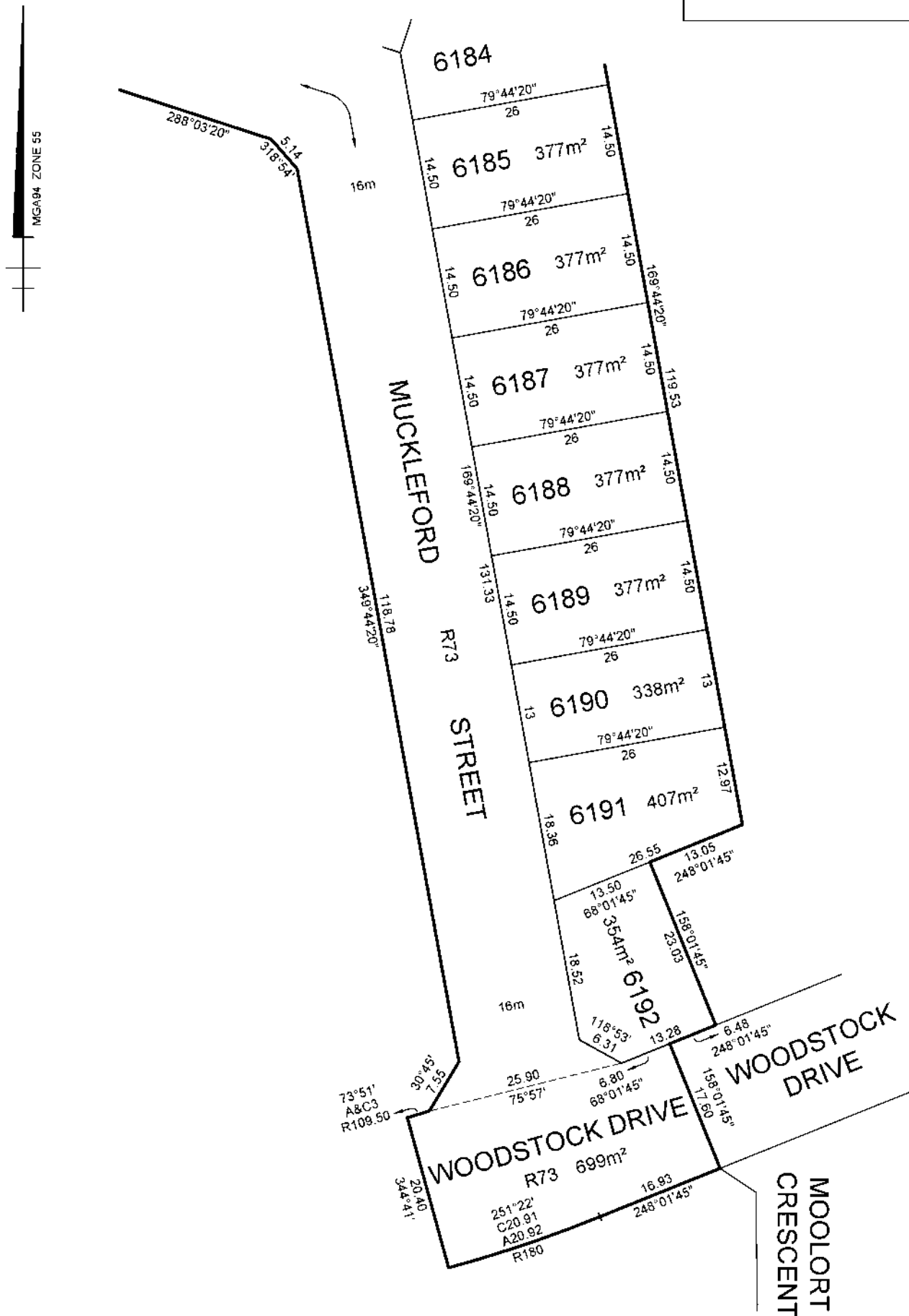
LEO ALEXANDER BATEMAN / Version No 5

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S6F
Ver. 5

SHEET 146

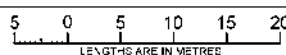
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2600 | Web: taylorsofs.com.au

SCALE
1:500



Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 5

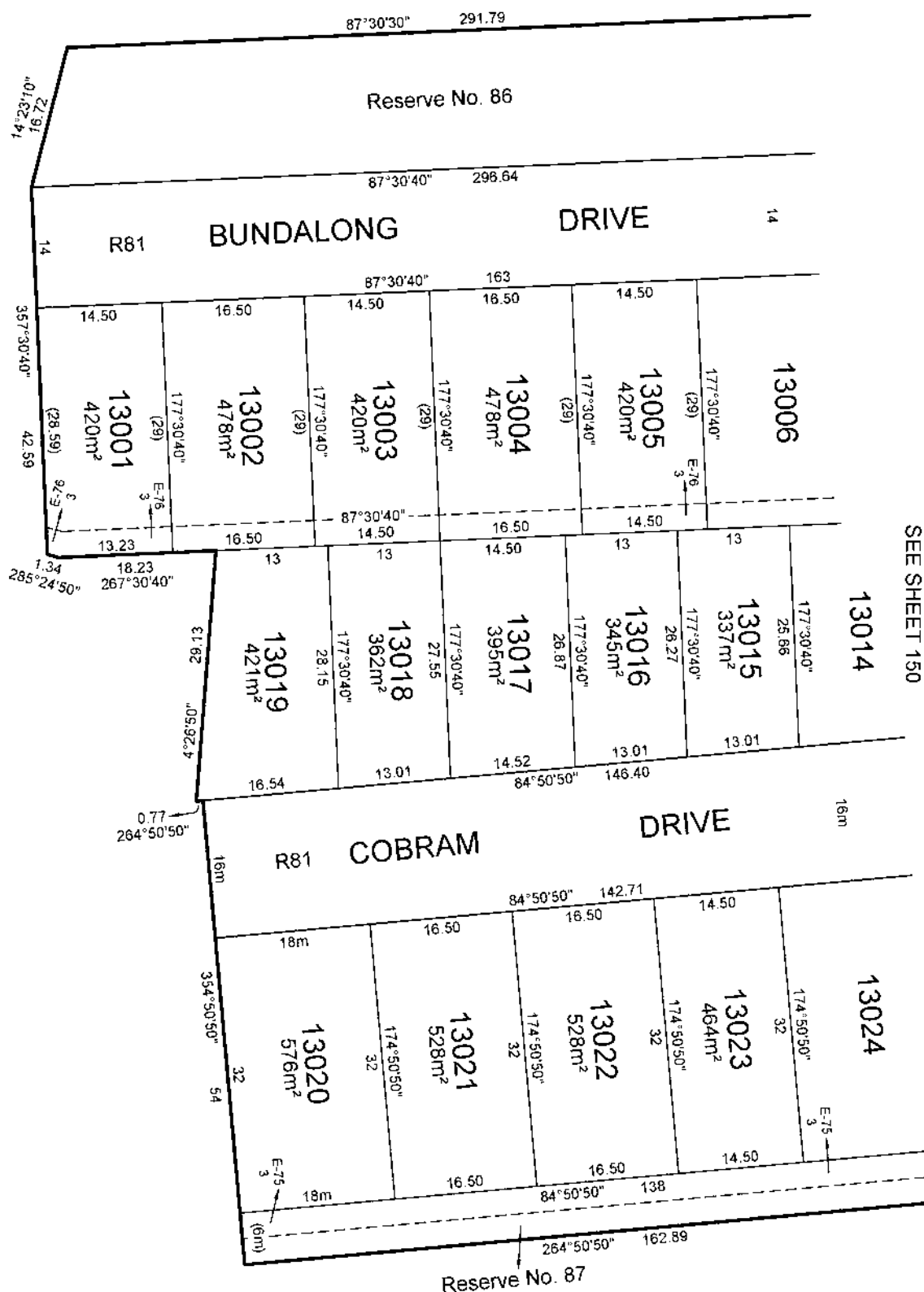
ORIGINAL SHEET
SIZE: A3

Ref. 09283-S6F
Ver. 5

SHEET 147

PS543210K

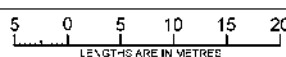
MGA94 ZONE 55



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500



Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 5

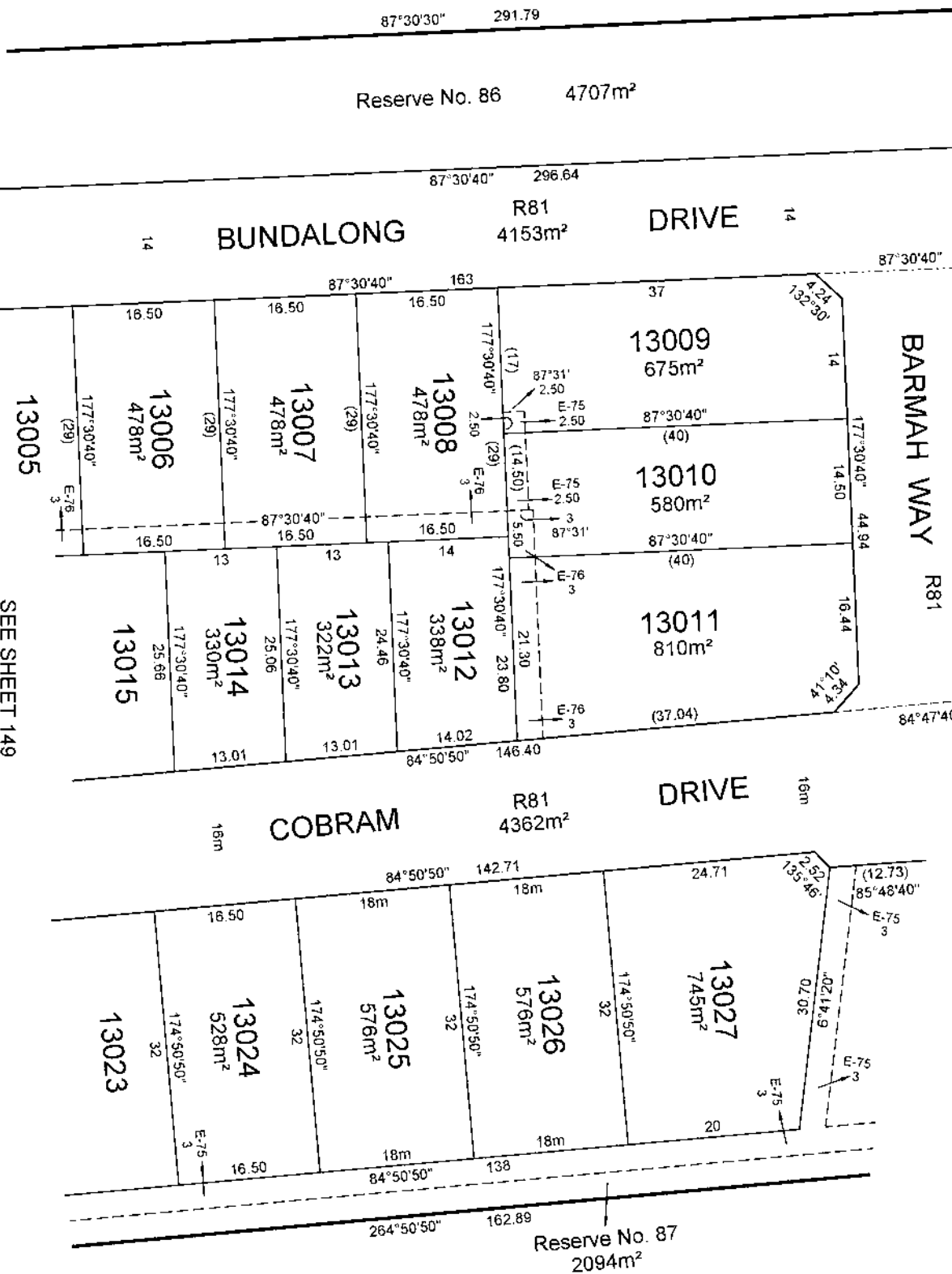
ORIGINAL SHEET
SIZE: A3

Ref. 09283-S13A
Ver. 5

SHEET 149

PS543210K

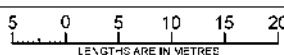
MGA94 ZONE 55



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500



Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 5

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S13A
Ver. 5

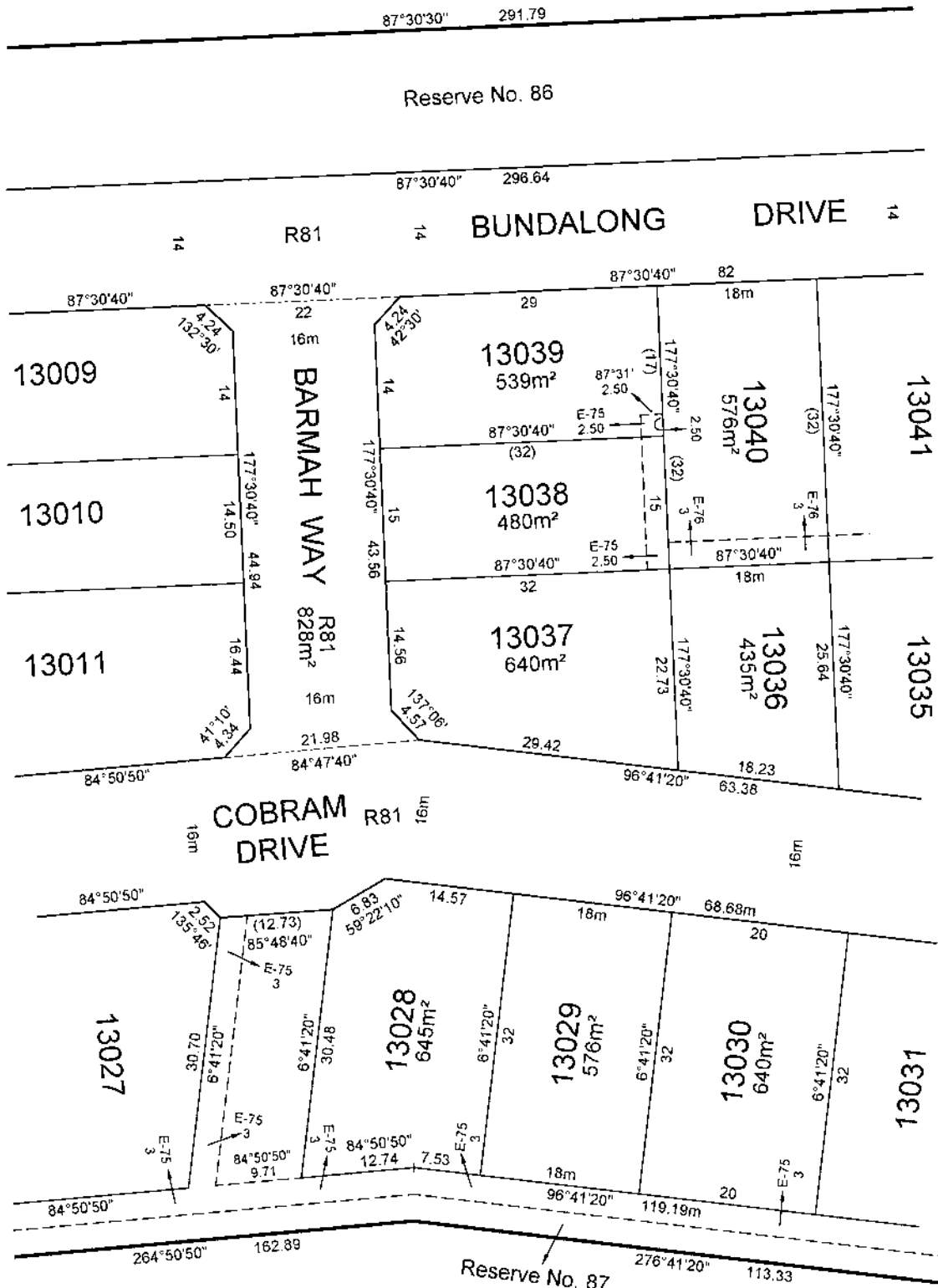
SHEET 150

PS543210K

MGA94 ZONE 55

SEE SHEET 150

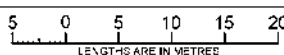
SEE SHEET 152



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500



Licensed Surveyor:

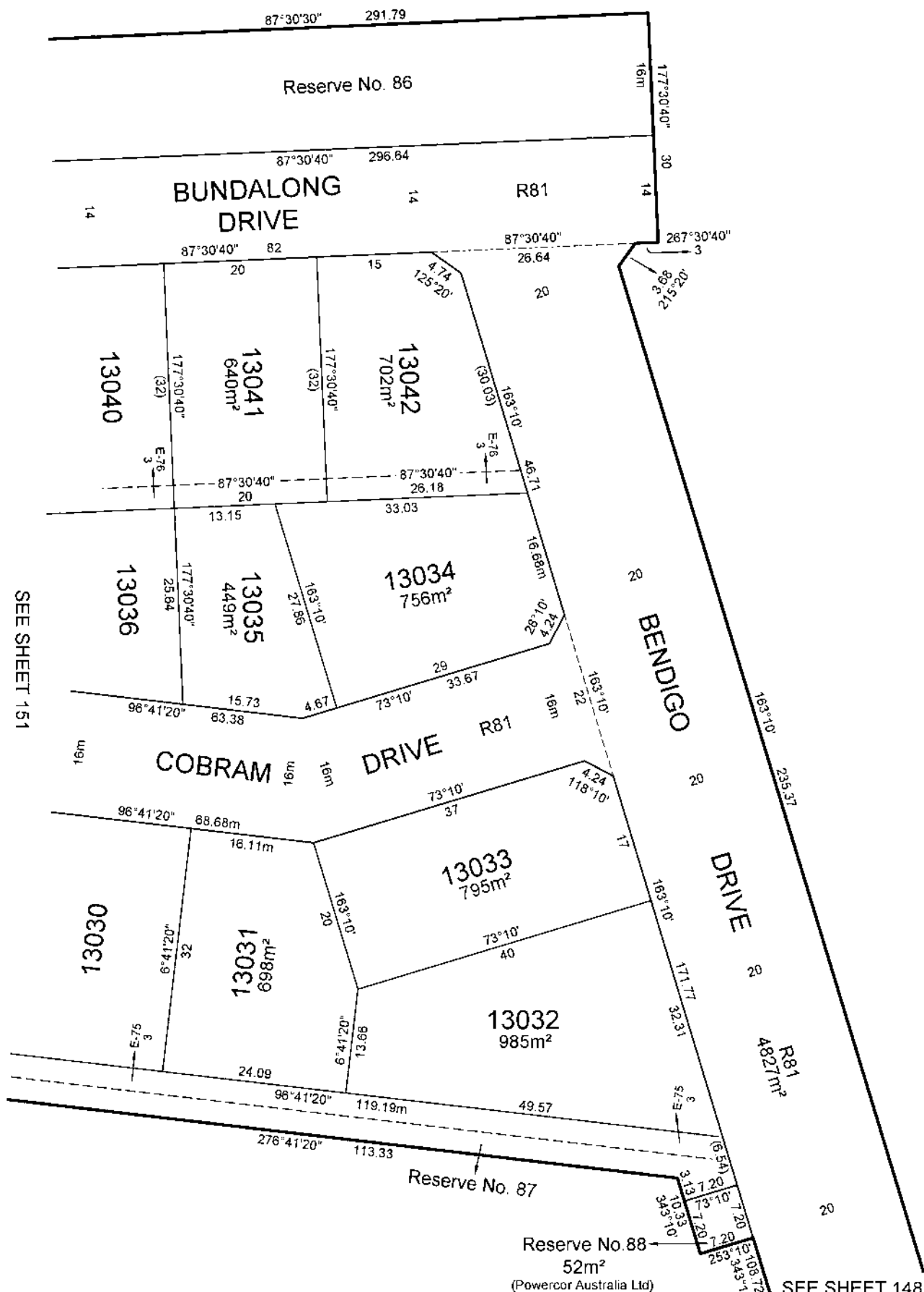
LEO ALEXANDER BATEMAN / Version No 5

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S13A
Ver. 5

SHEET 151

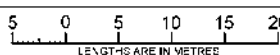
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500



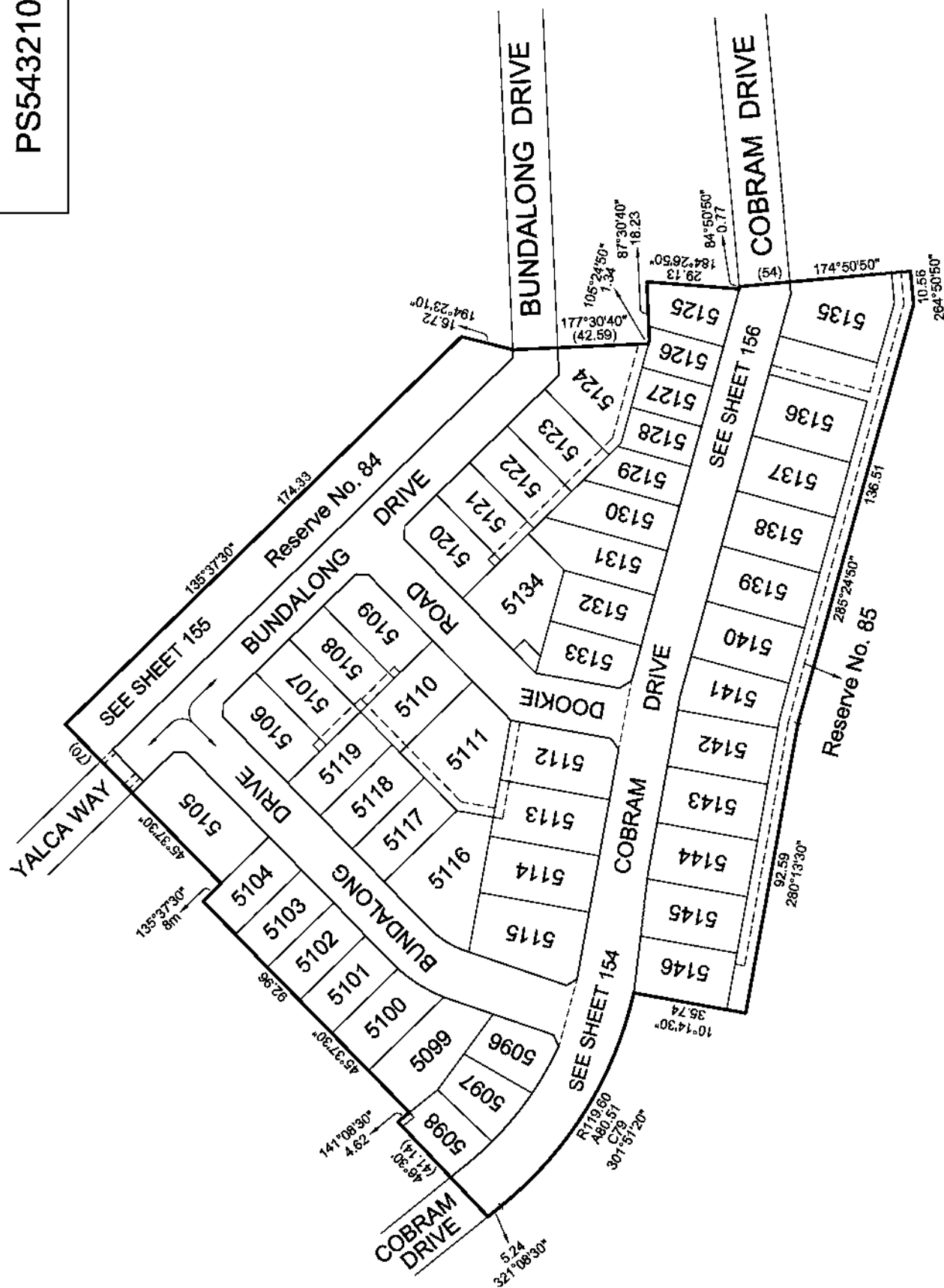
Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 5

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S13A
Ver. 5

SHEET 152



MG494 ZONE 55

SOFTLY

Urban Development | Built Environments | Infrastructure
8/270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: teyforde.com.au

SCALE
1-1250

Licensed Surveyor.

LEO ALEXANDER BATEMAN / Version No 5

SCALE
1:1250

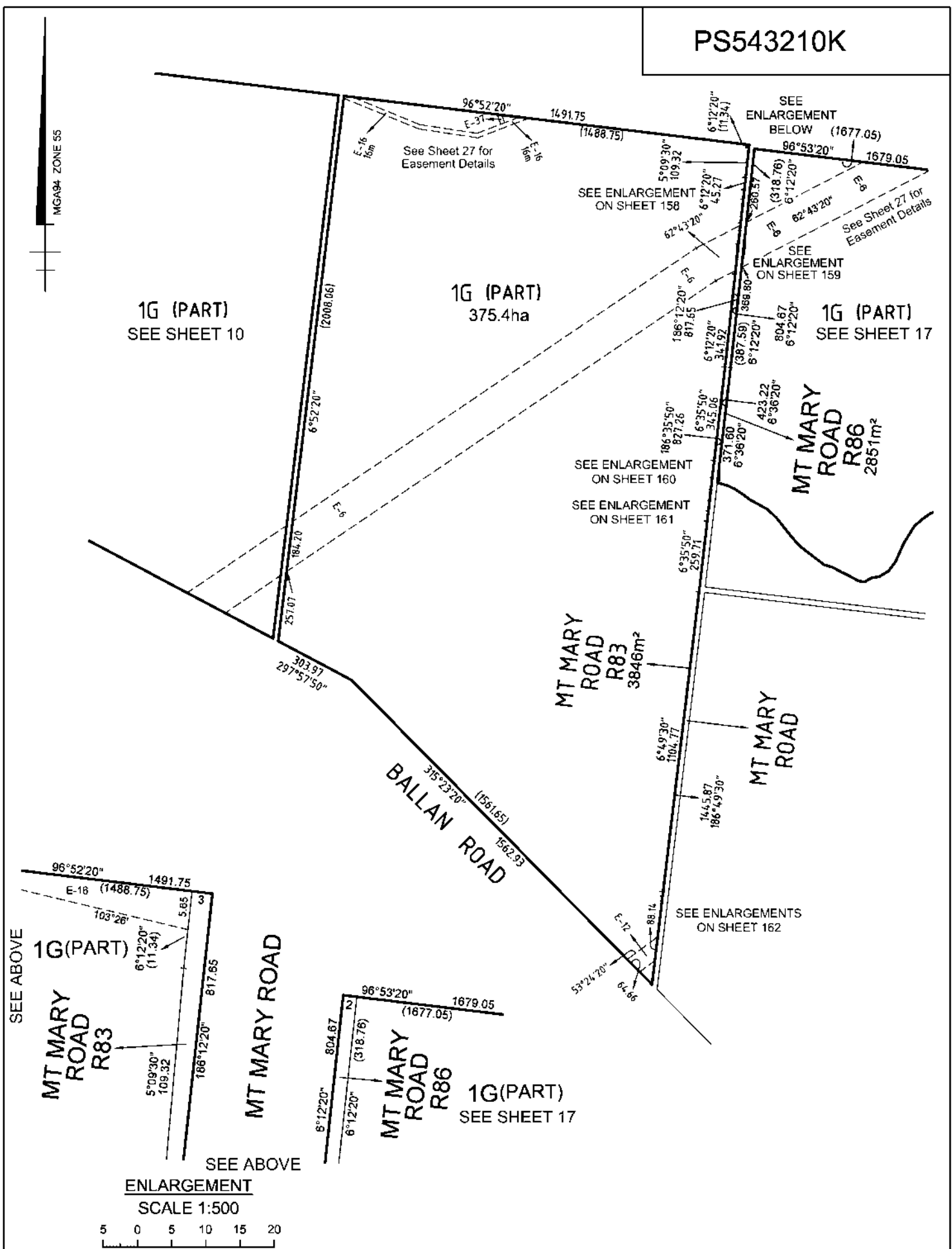
12.5 0 12.5 25 37.5 50
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

Ref. 9283-S5C
Ver. 5

SHEET 153

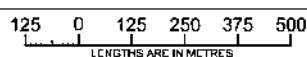
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
 8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | **Web:** taylorstds.com.au

SCALE
1:12500



Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 2

ORIGINAL SHEET
SIZE: A3

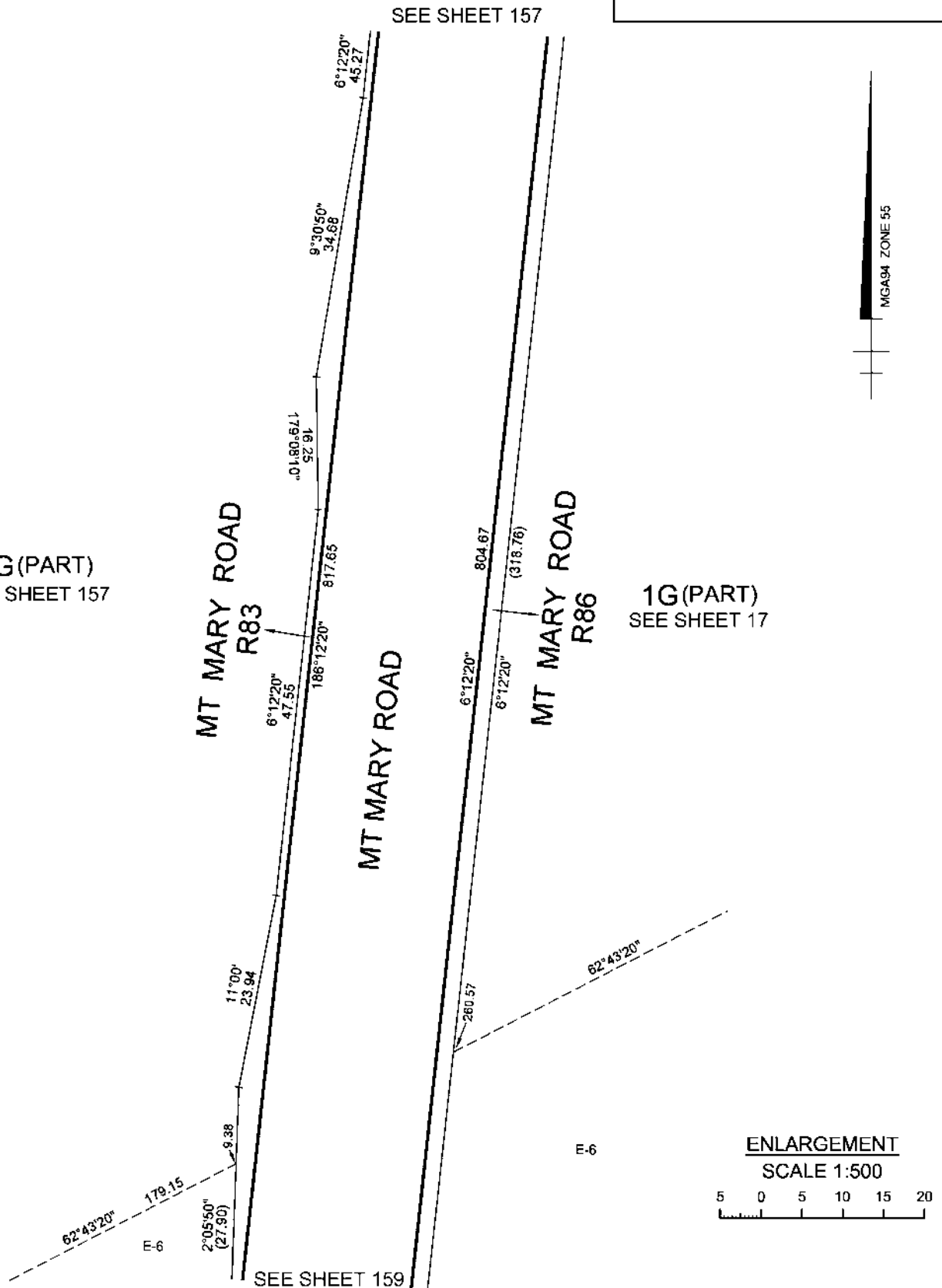
Ref. 09283-960
Ver. 2

SHEET 157

PS543210K

1G(PART)
SEE SHEET 157

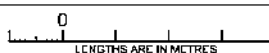
1G(PART)
SEE SHEET 17



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE



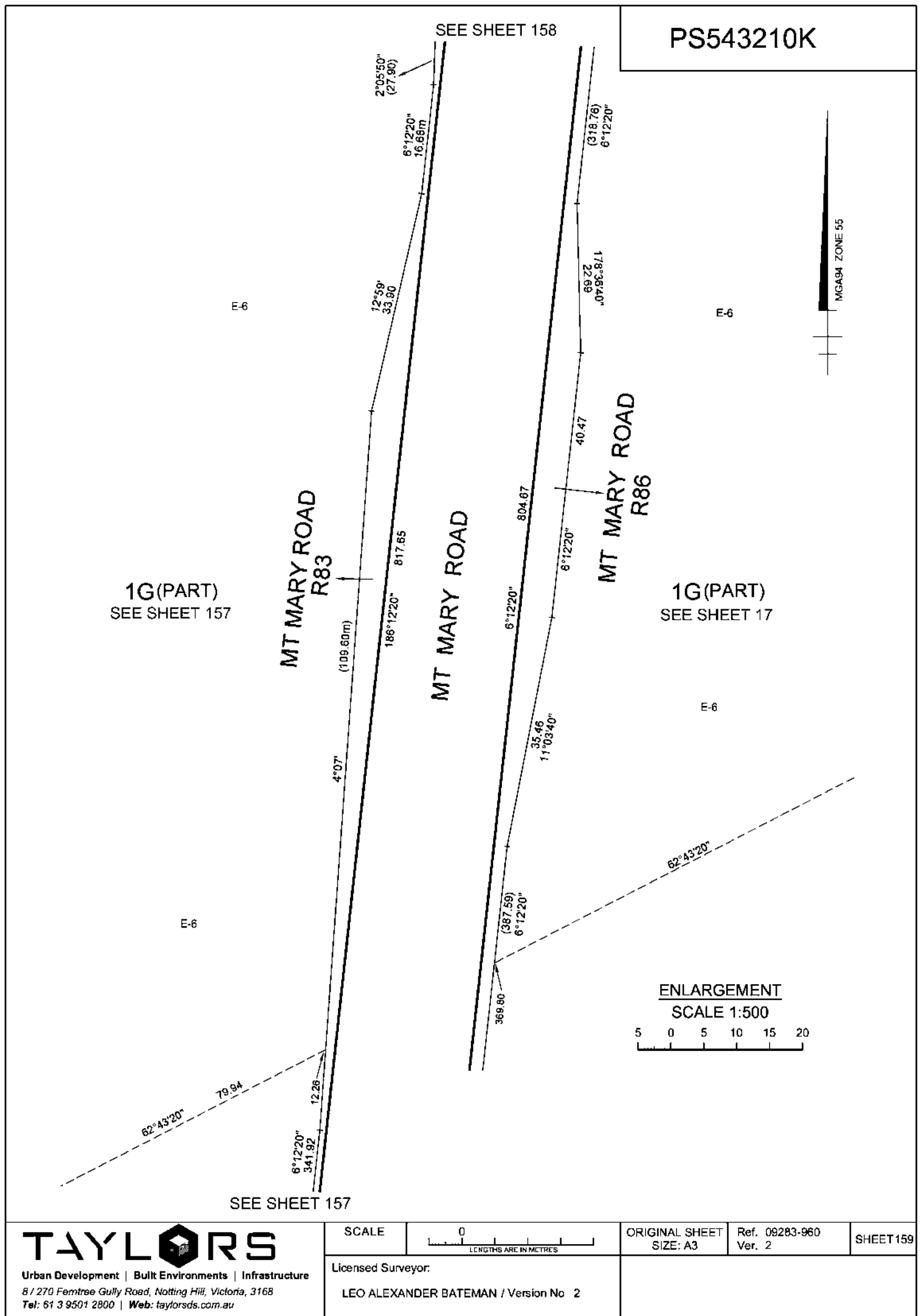
Licensed Surveyor:

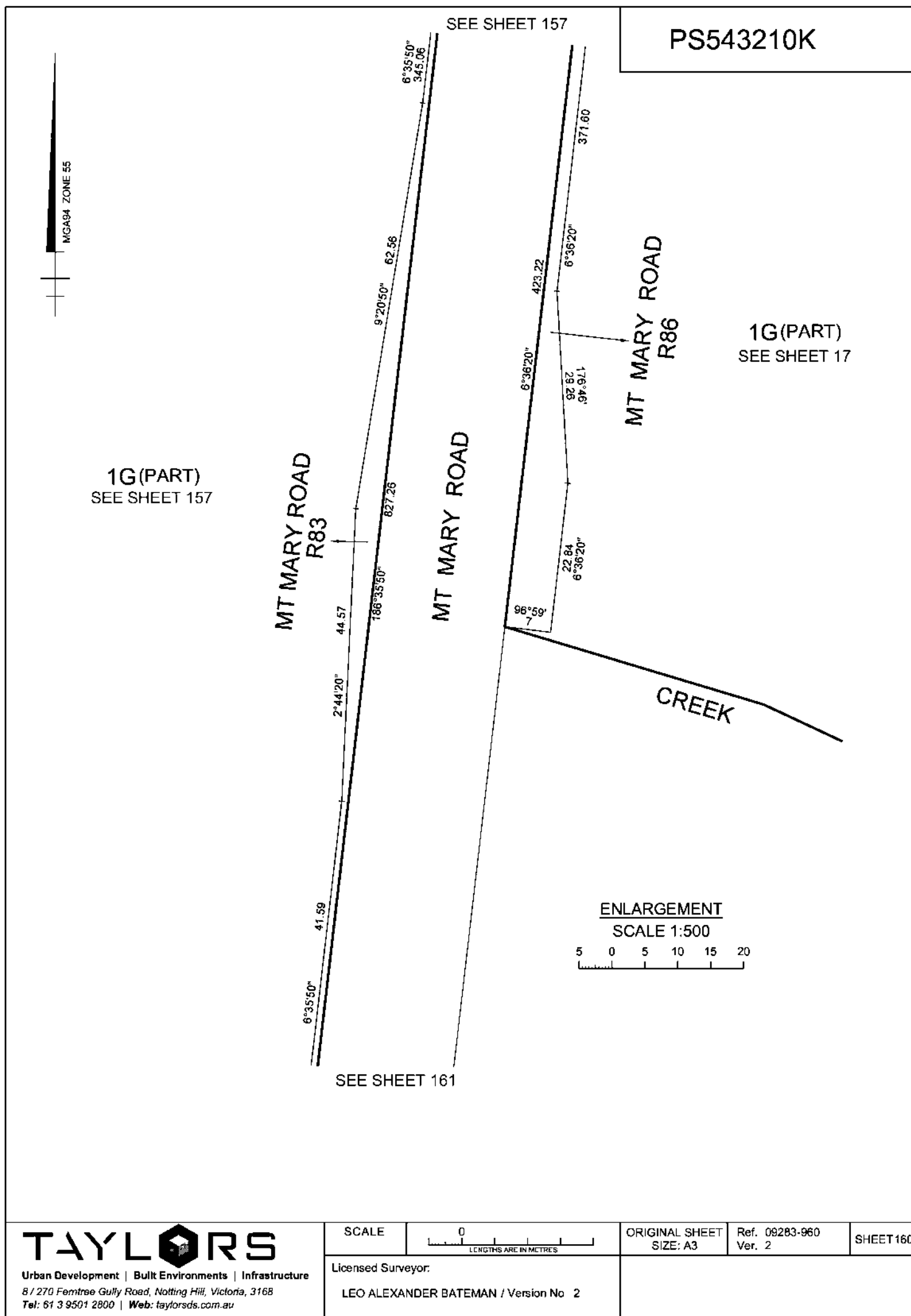
LEO ALEXANDER BATEMAN / Version No 2

ORIGINAL SHEET
SIZE: A3

Ref. 00283-960
Ver. 2

SHEET 158





PS543210K

SEE SHEET 160

1G(PART)
SEE SHEET 157

MT MARY ROAD
R83

MT MARY ROAD

SEE SHEET 157

ENLARGEMENT
SCALE 1:500

5 0 5 10 15 20

MGAG4 ZONE 55

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE

0
LENGTHS ARE IN METRES

Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 2

ORIGINAL SHEET
SIZE: A3

Ref. 00283-960
Ver. 2

SHEET 161

PS543210K

1G(PART)
SEE SHEET 157

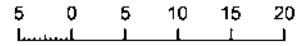
MT MARY ROAD
R83

MT MARY ROAD

CONTINUED BELOW

ENLARGEMENT

SCALE 1:500



CONTINUED ABOVE

1G(PART)
SEE SHEET 157

E-12

BALLAN ROAD

MT MARY ROAD
R83

MT MARY ROAD

ENLARGEMENT

SCALE 1:500

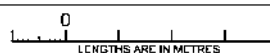


MTA94 ZONE 55

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE



Licensed Surveyor:

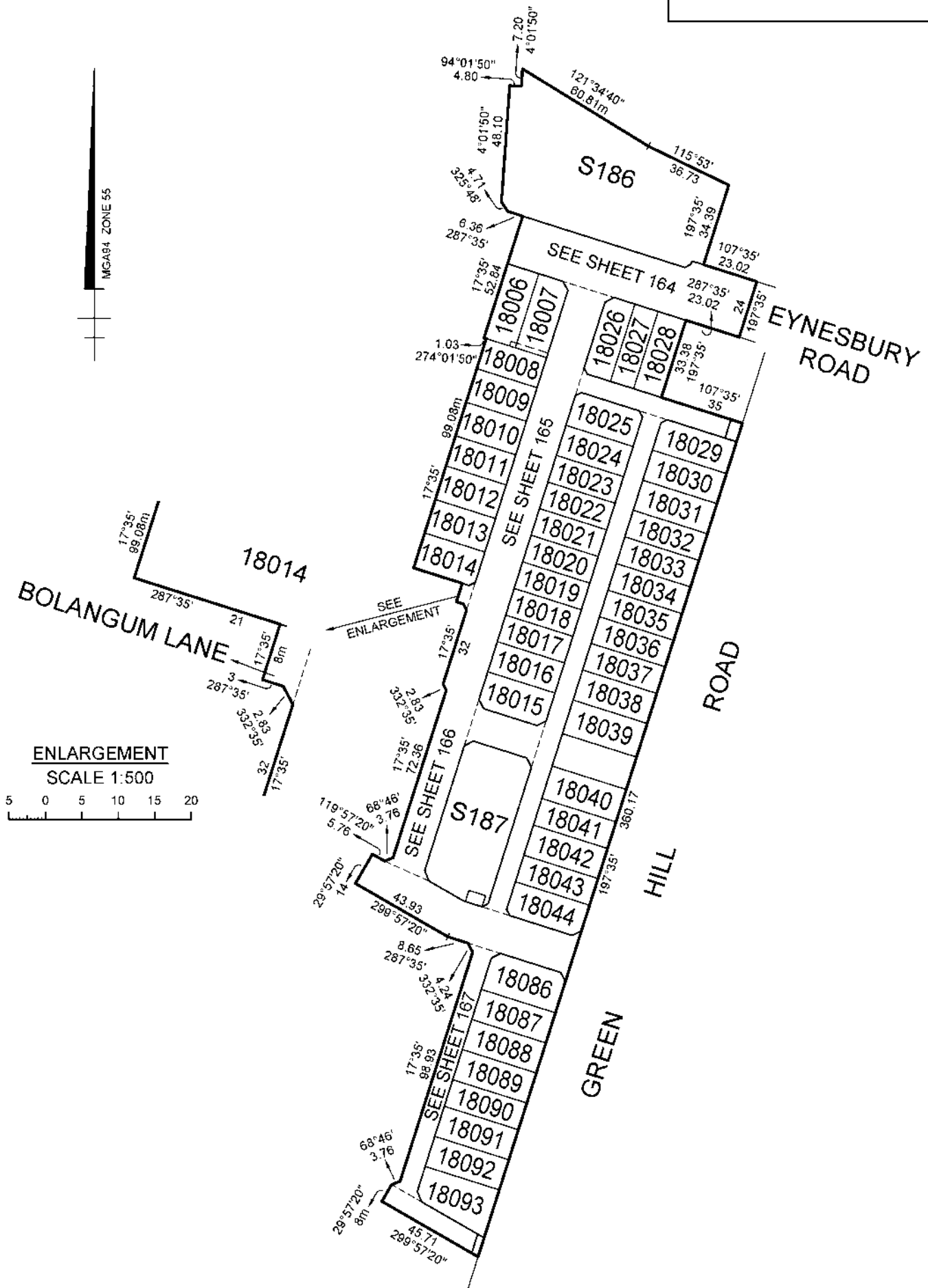
LEO ALEXANDER BATEMAN / Version No 2

ORIGINAL SHEET
SIZE: A3

Ref. 00283-960
Ver. 2

SHEET 162

PS543210K

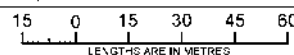


ENLARGEMENT
SCALE 1:500

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:1500



Licensed Surveyor:

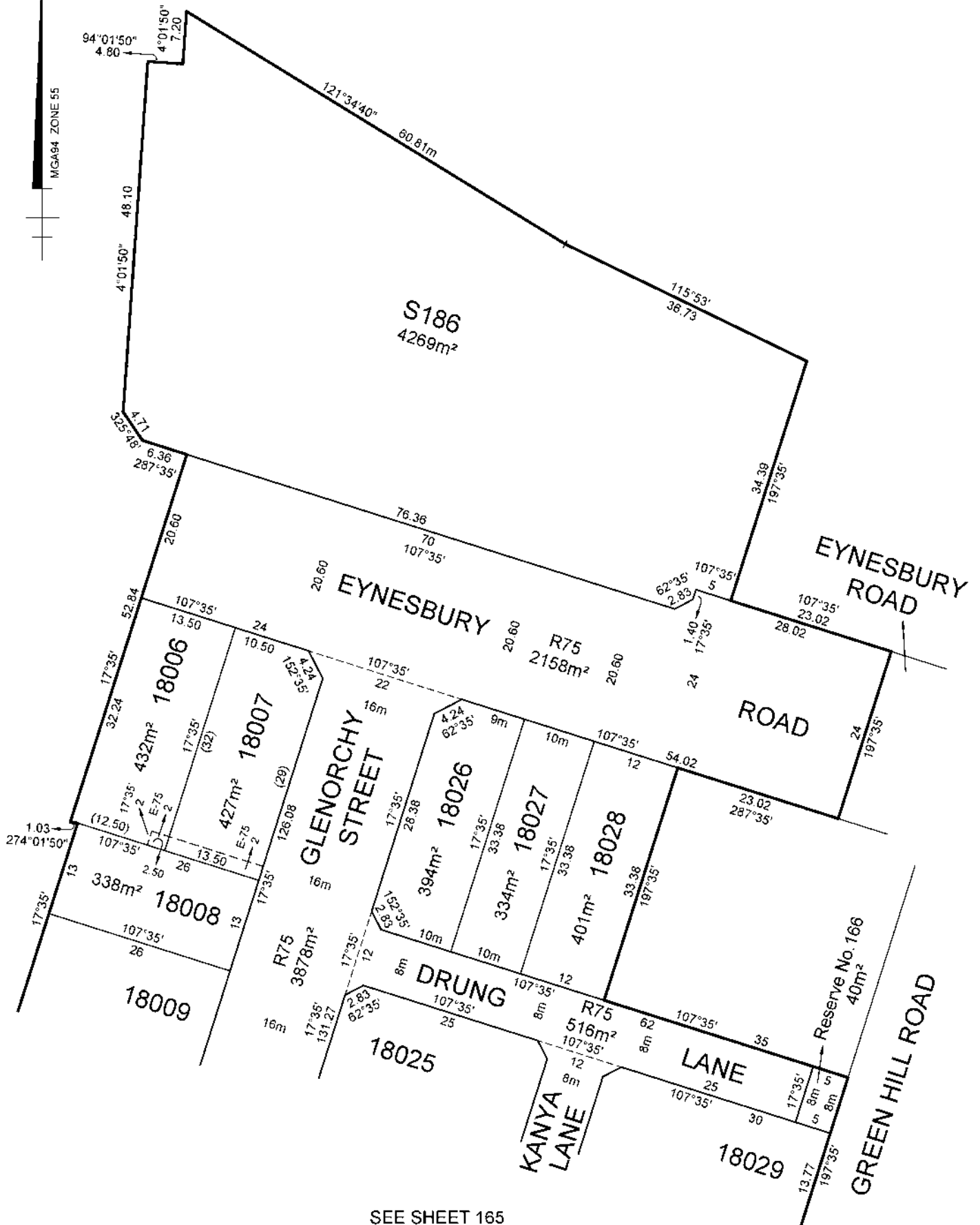
LEO ALEXANDER BATEMAN / Version No 6

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S18A
Ver. 6

SHEET 163

PS543210K

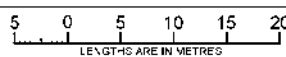


SEE SHEET 165

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500



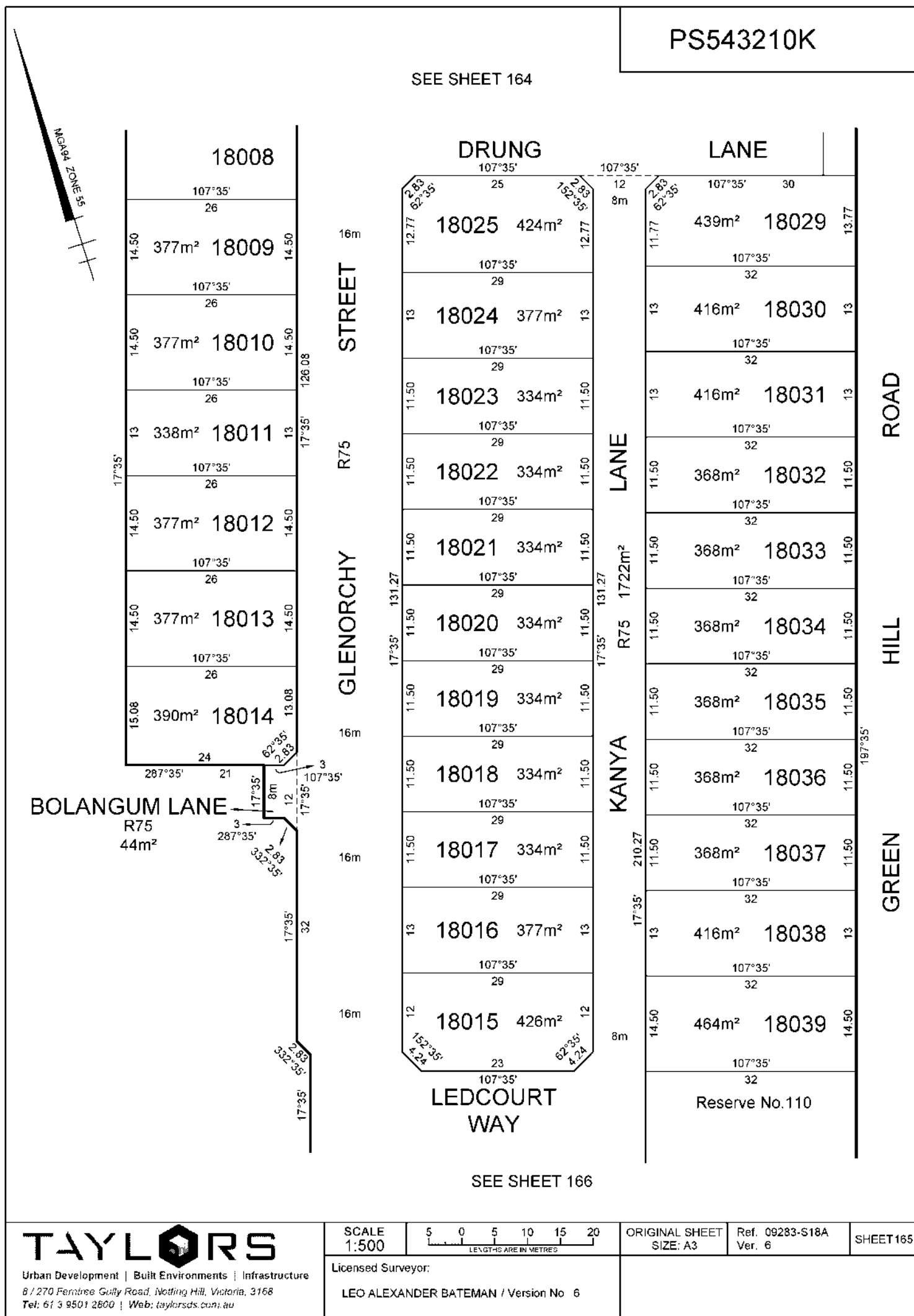
Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 6

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S18A
Ver. 6

SHEET 164



BOLANGUM LANE

R75 44m²

STREET

R75

LANE

R75 1722m²

GLENORCHY

DRUNG

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

GREEN

LED COURT WAY

LANE

HILL

LED COURT WAY

LANE

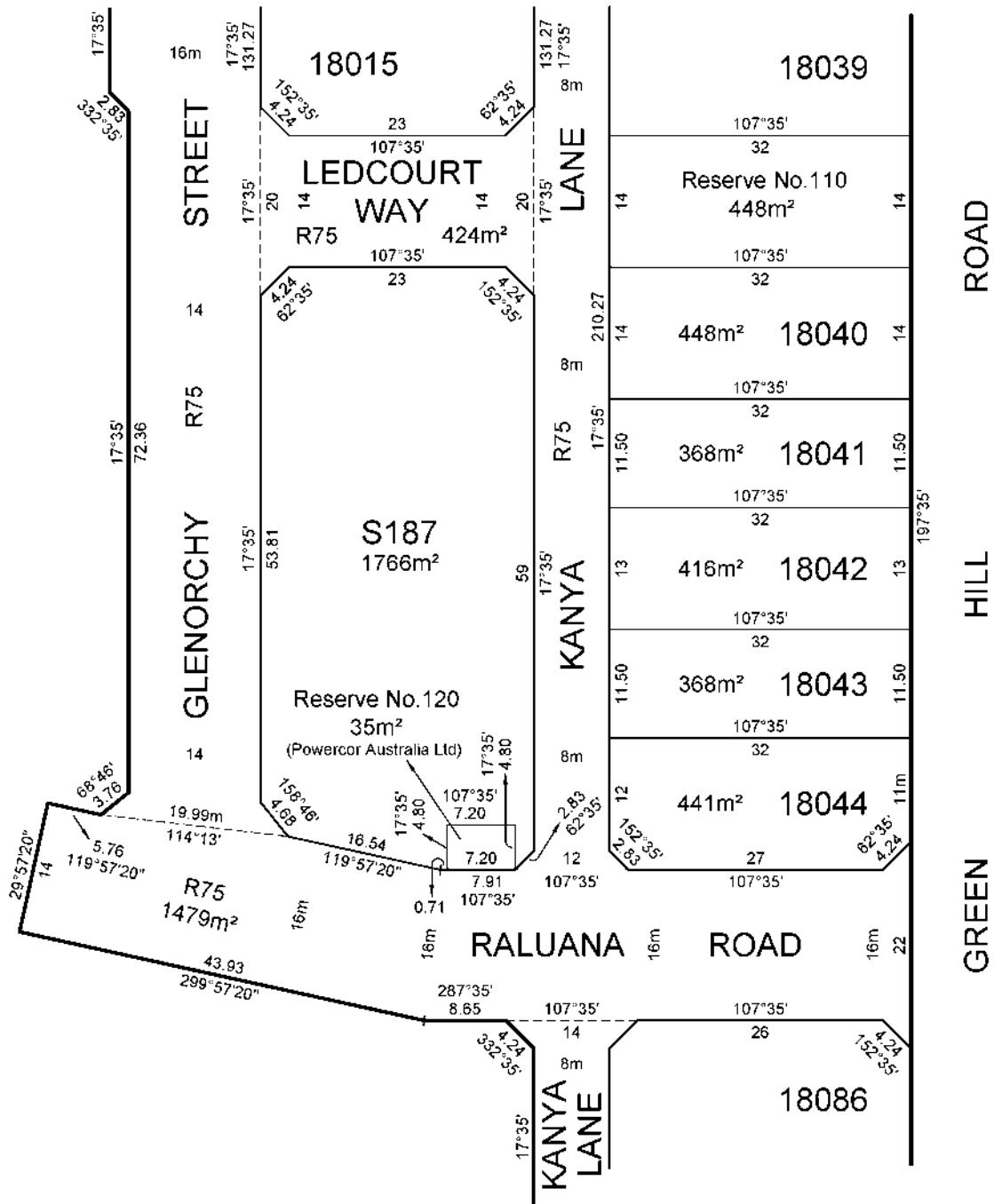
GREEN

LED COURT WAY

LANE

PS543210K

SEE SHEET 165

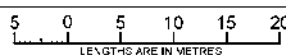


SEE SHEET 167

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500



Licensed Surveyor:

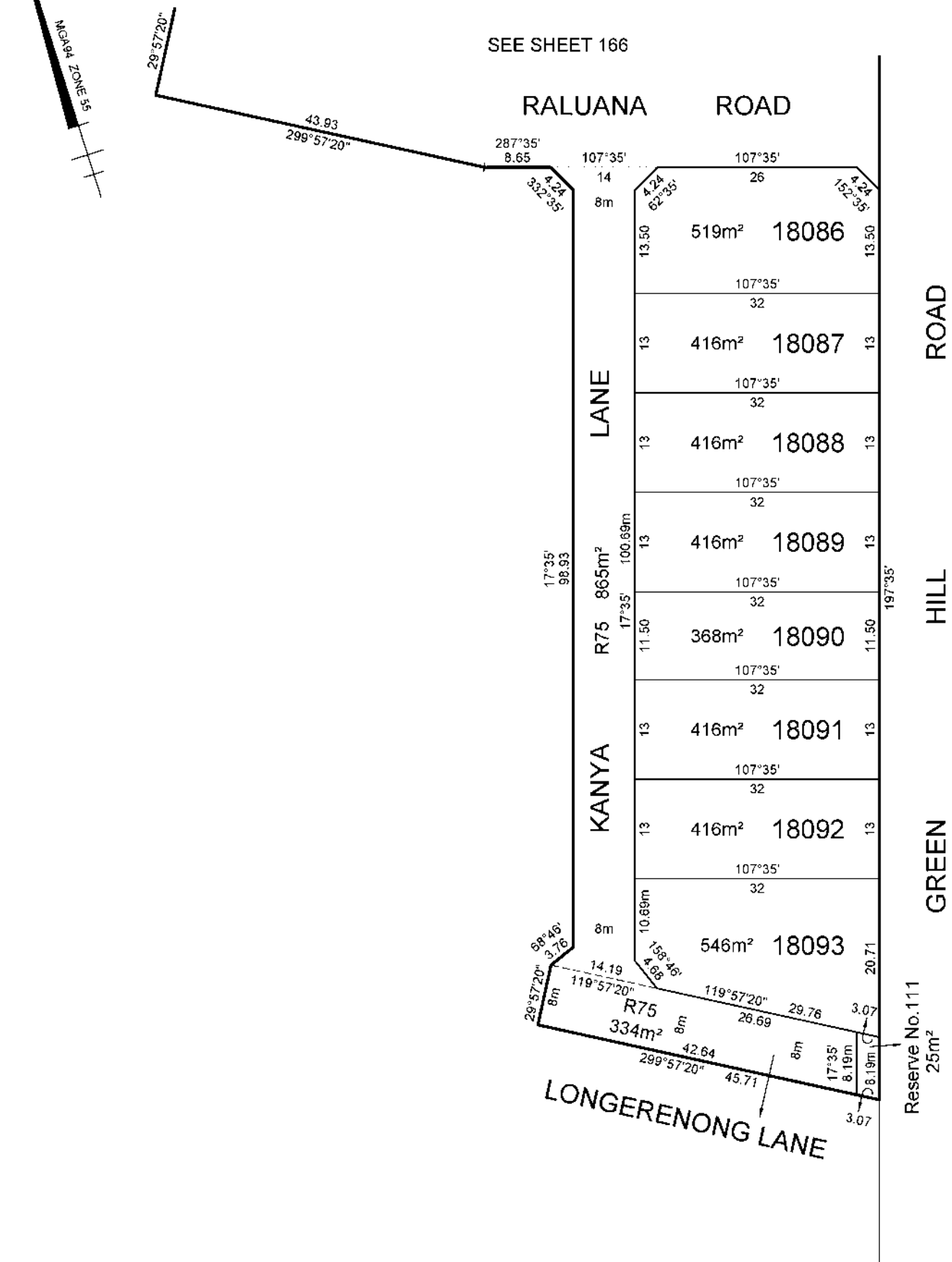
LEO ALEXANDER BATEMAN / Version No 6

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S18A
Ver. 6

SHEET 166

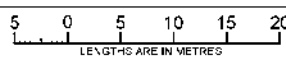
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8/270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE
1:500



Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 6

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S18A
Ver. 6

SHEET 167

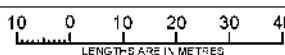
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:1000



Licensed Surveyor:

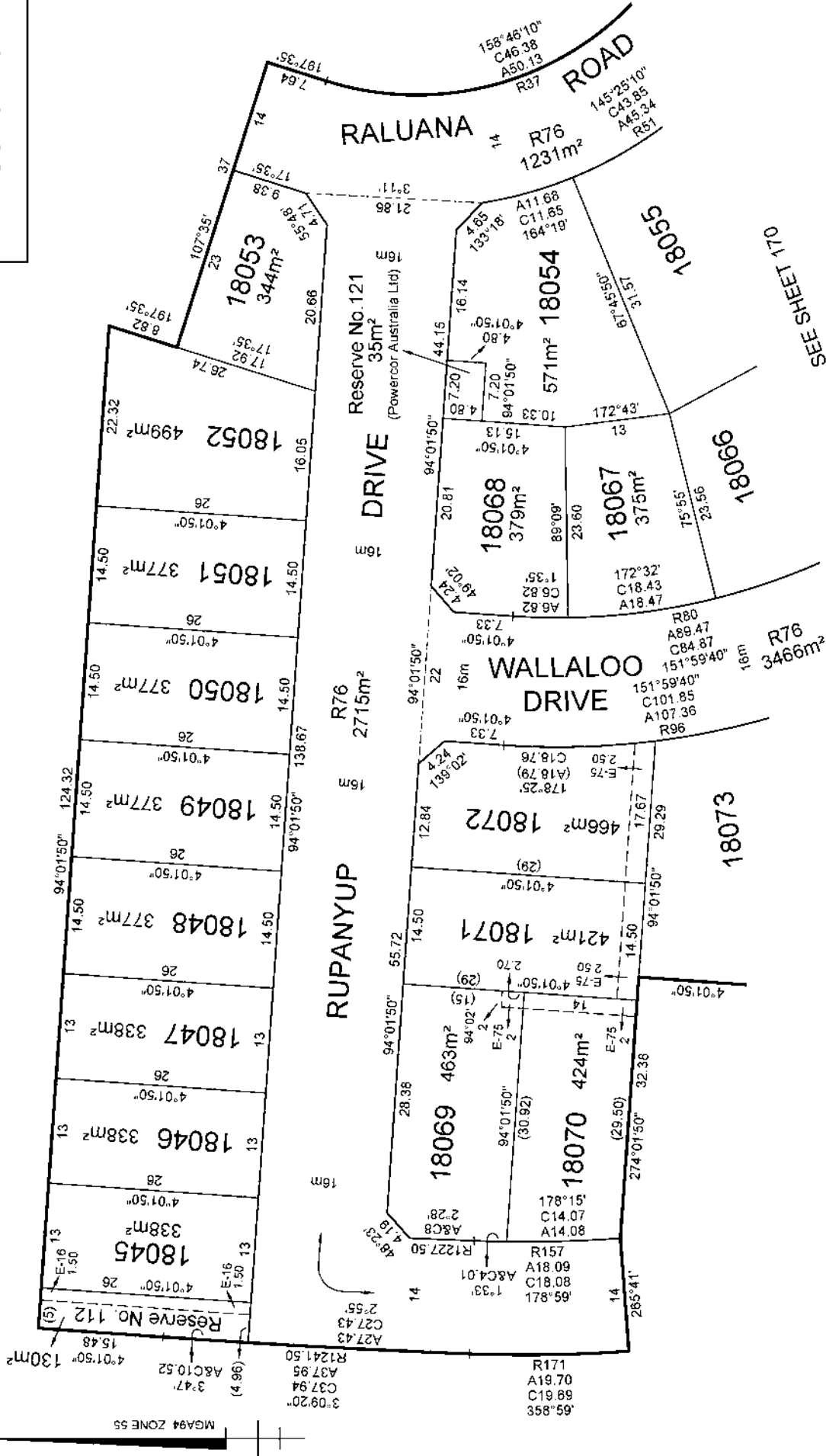
LEO ALEXANDER BATEMAN / Version No 6

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S18B
Ver. 6

SHEET 168

PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
6/270 Fernside Gully Road, Nodding Hill, Victoria, 3166
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500

5 0 5 10 15 20
LENGTHS ARE IN METRES

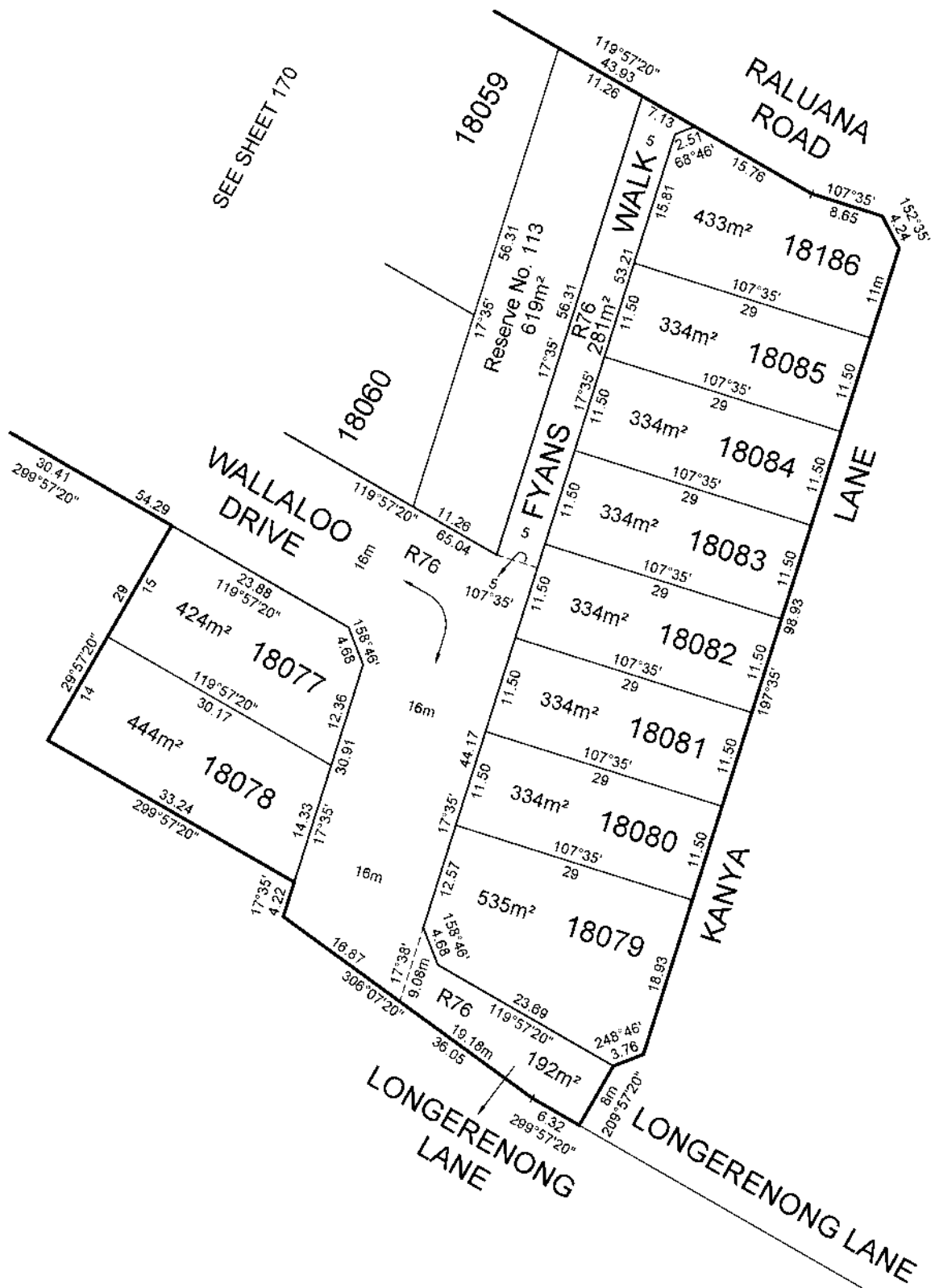
ORIGINAL SHEET
SIZE: A3

Ref. 09283-S18B
Ver. 6

SHEET 169

Licensed Surveyor:
LEO ALEXANDER GATEMAN / Version No 6

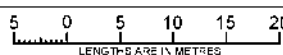
PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8/270 Fernree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE
1:500



Licensed Surveyor:

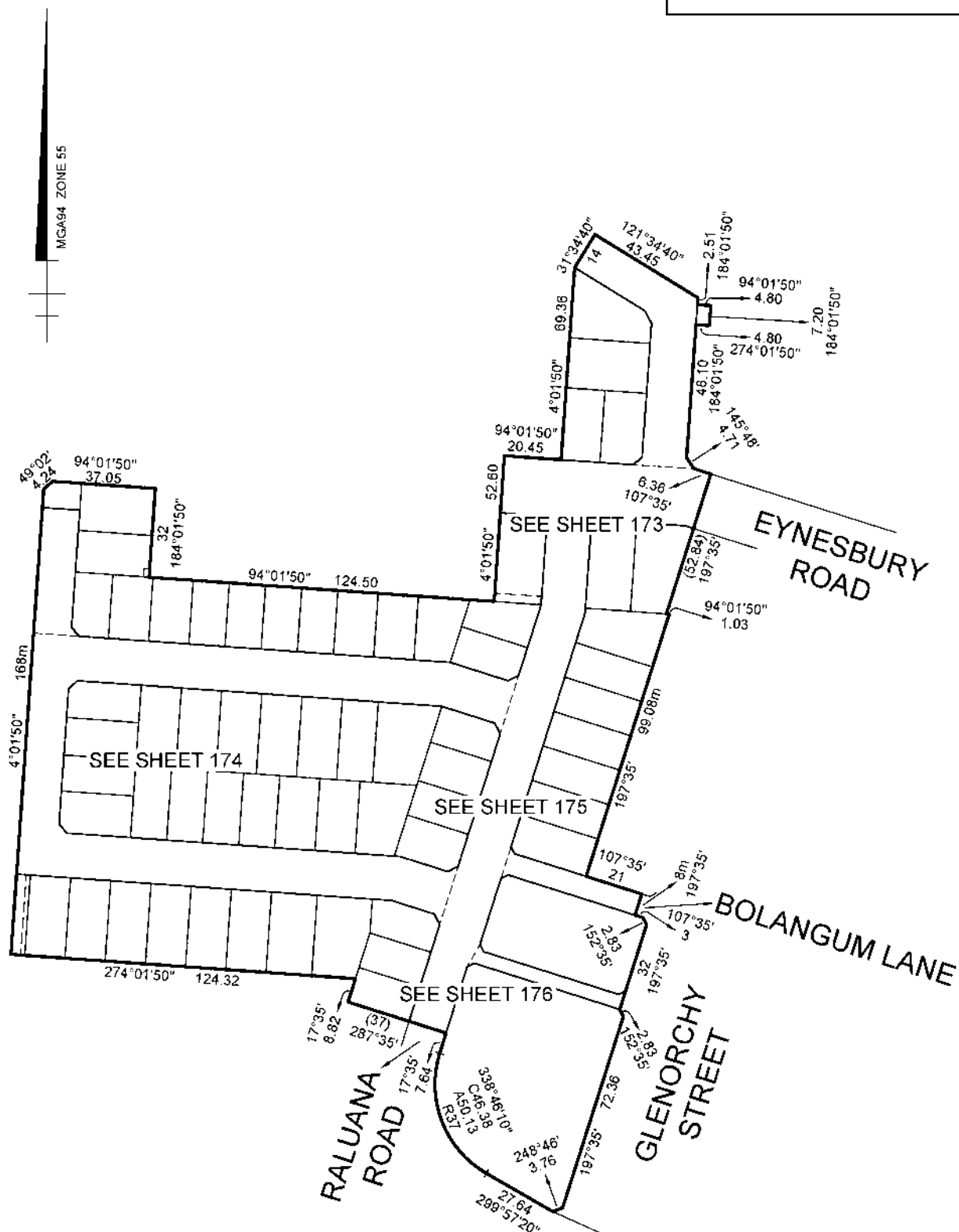
LEO ALEXANDER BATEMAN / Version No 6

ORIGINAL SHEET
SIZE: A3

Ref.	09283-S18B
Ver.	6

SHEET 171

PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2600 | Web: taylorssds.com.au

SCALE
1:1500

15 0 15 30 45 60
LENGTHS ARE IN METRES

Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 7

ORIGINAL SHEET
SIZE: A3

Ref. 08283-S18C
Ver. 7

SHEET 172

PS543210K

MCGA94 ZONE 55

SEE SHEET 175

18105

18106

18107

18108

18109

18110

18111

18001

18002

18003

18004

18005

18006

18007

18008

18009

18010

18011

18012

18013

18014

18015

SEE SHEET 175

EYNESBURY ROAD

EYNESBURY ROAD

RALUANA ROAD

CALLAWADDA DRIVE

Reserve No.119
35m²
(Powercor Australia Ltd)

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500

5 0 5 10 15 20
LENGTHS ARE IN METRES

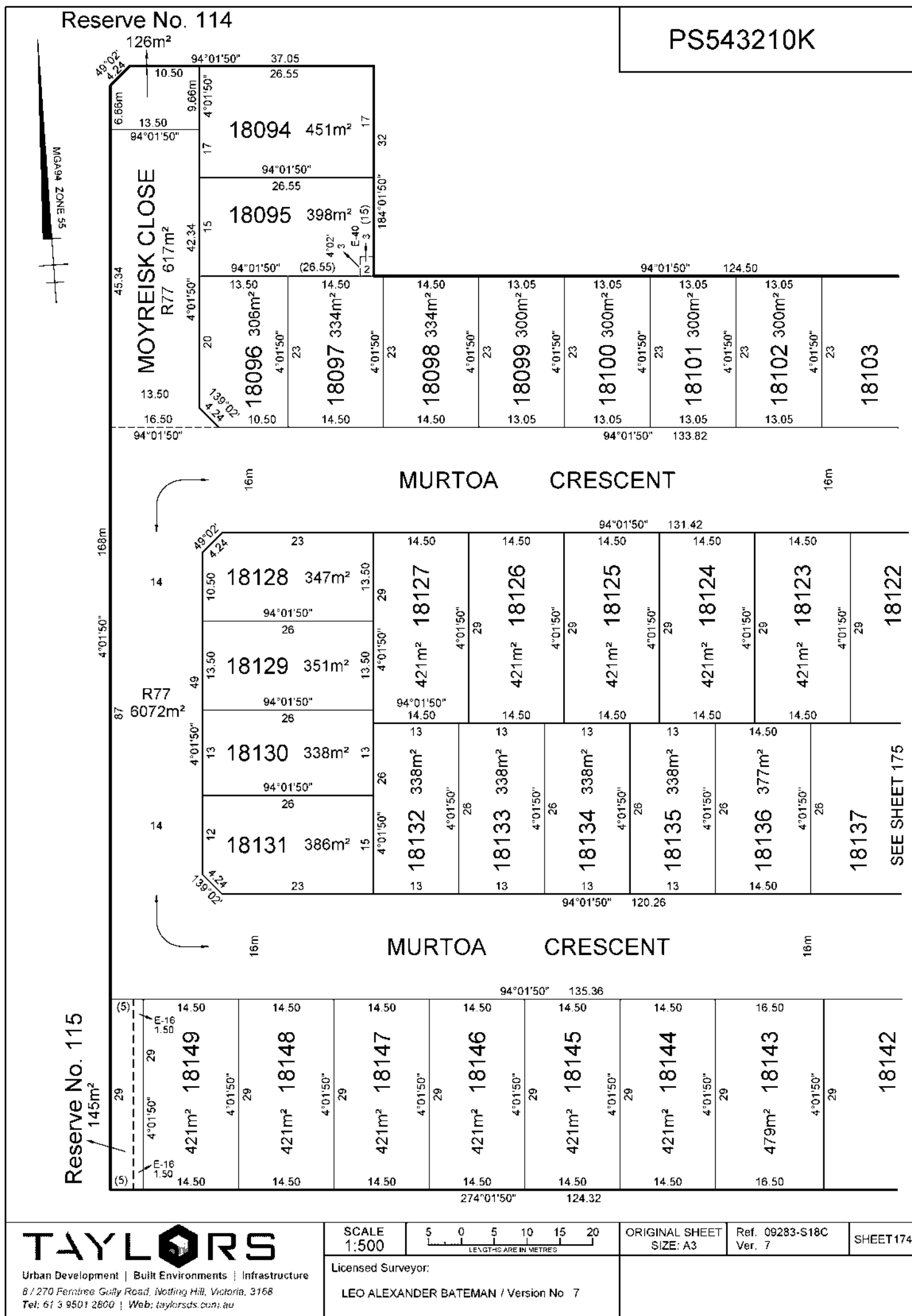
Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 7

ORIGINAL SHEET
SIZE: A3

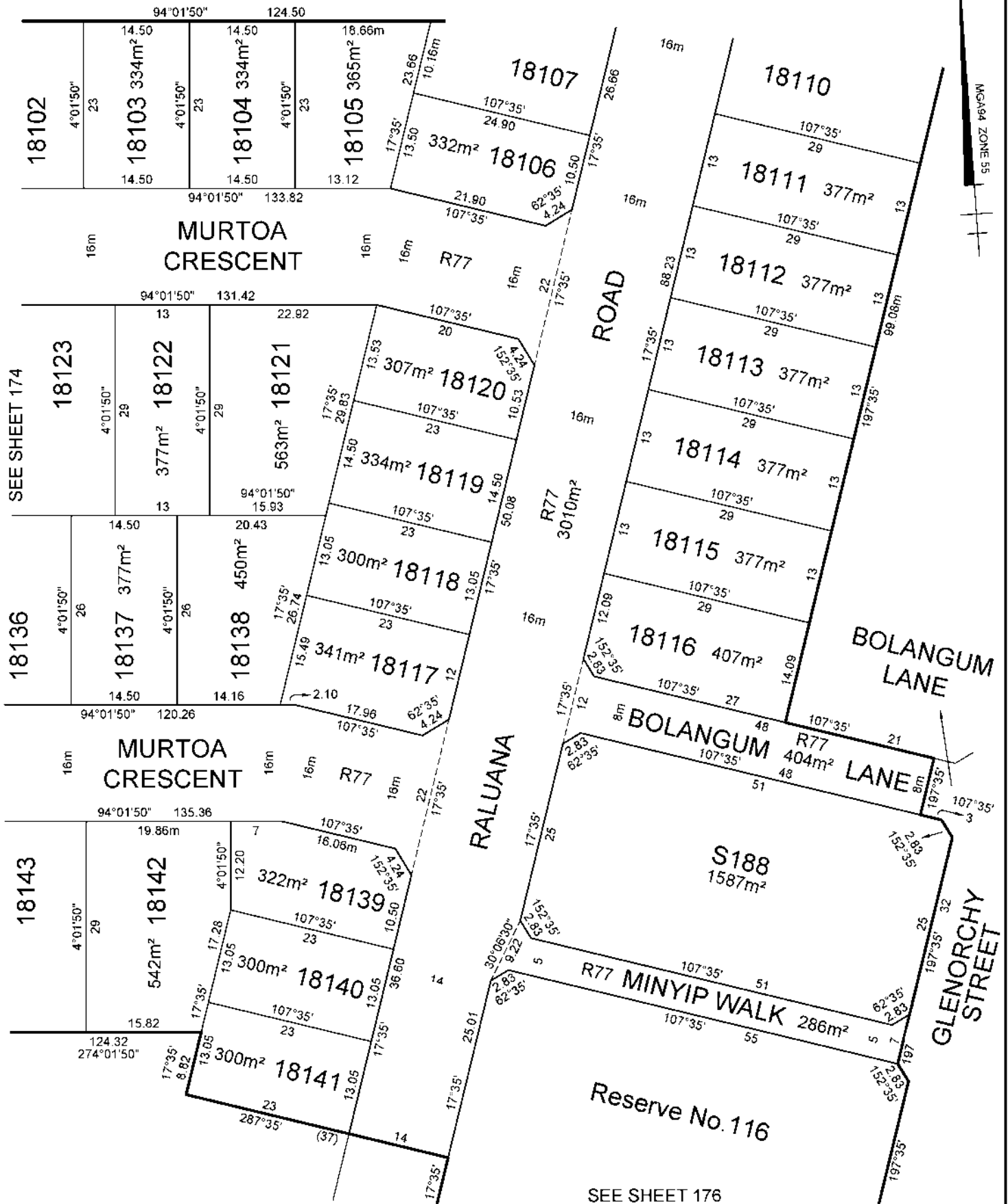
Ref. 09283-S18C
Ver. 7

SHEET 173



PS543210K

SEE SHEET 173

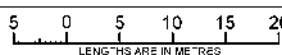


SEE SHEET 176

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3169
Tel: 61 3 9501 2800 | Web: taylorss.com.au

SCALE
1:500



Licensed Surveyor:

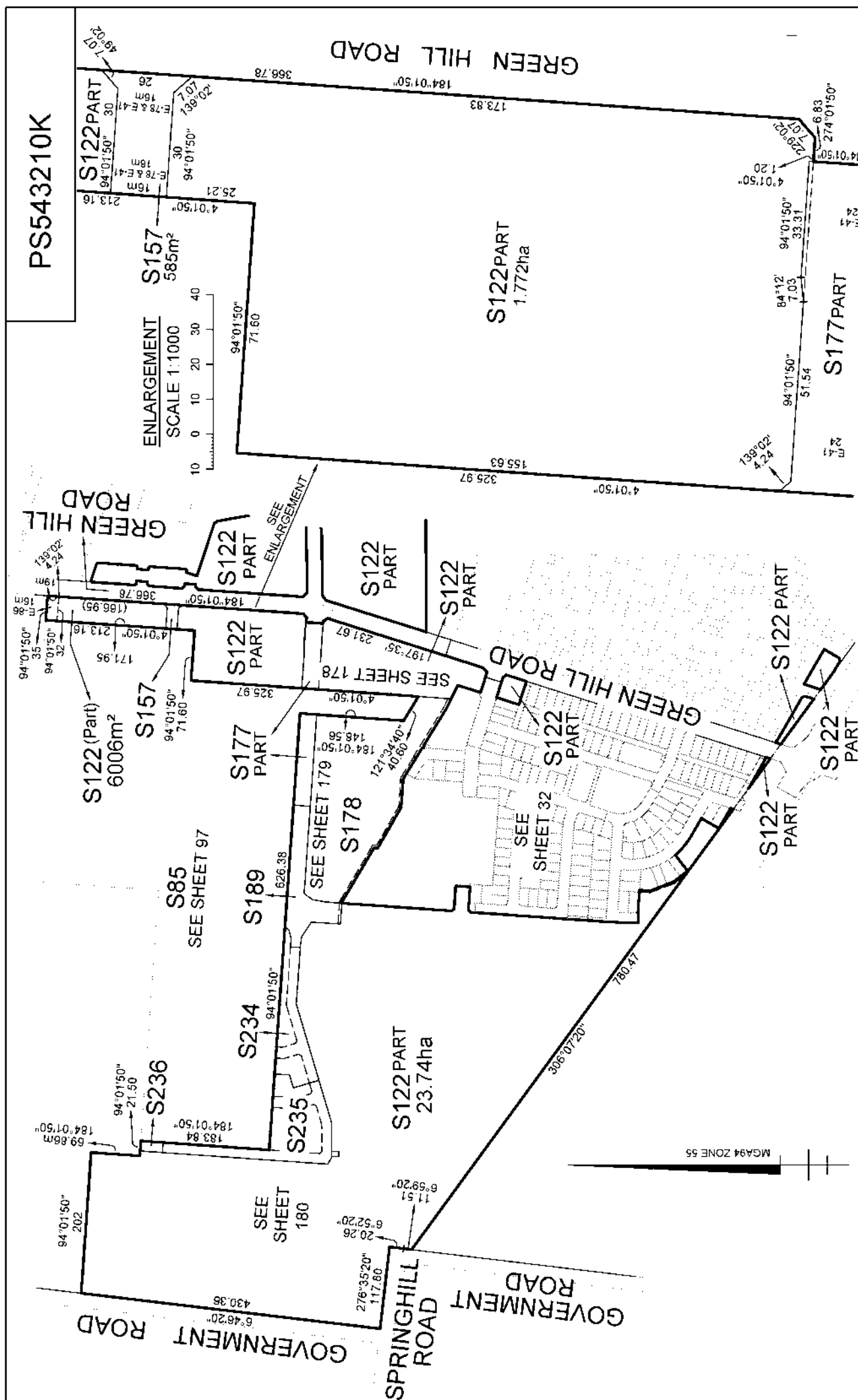
LEO ALEXANDER BATEMAN / Version No 7

ORIGINAL SHEET
SIZE: A3

Ref. 09263-S18C
Ver. 7

SHEET 175

SHEET 176



TAYLORS

Urban Development | Built Environments | Infrastructure
5 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: syoncorps.com.au

SCALE 1:5000	50 L

LEO ALEXANDER BATEMAN / Version No 5

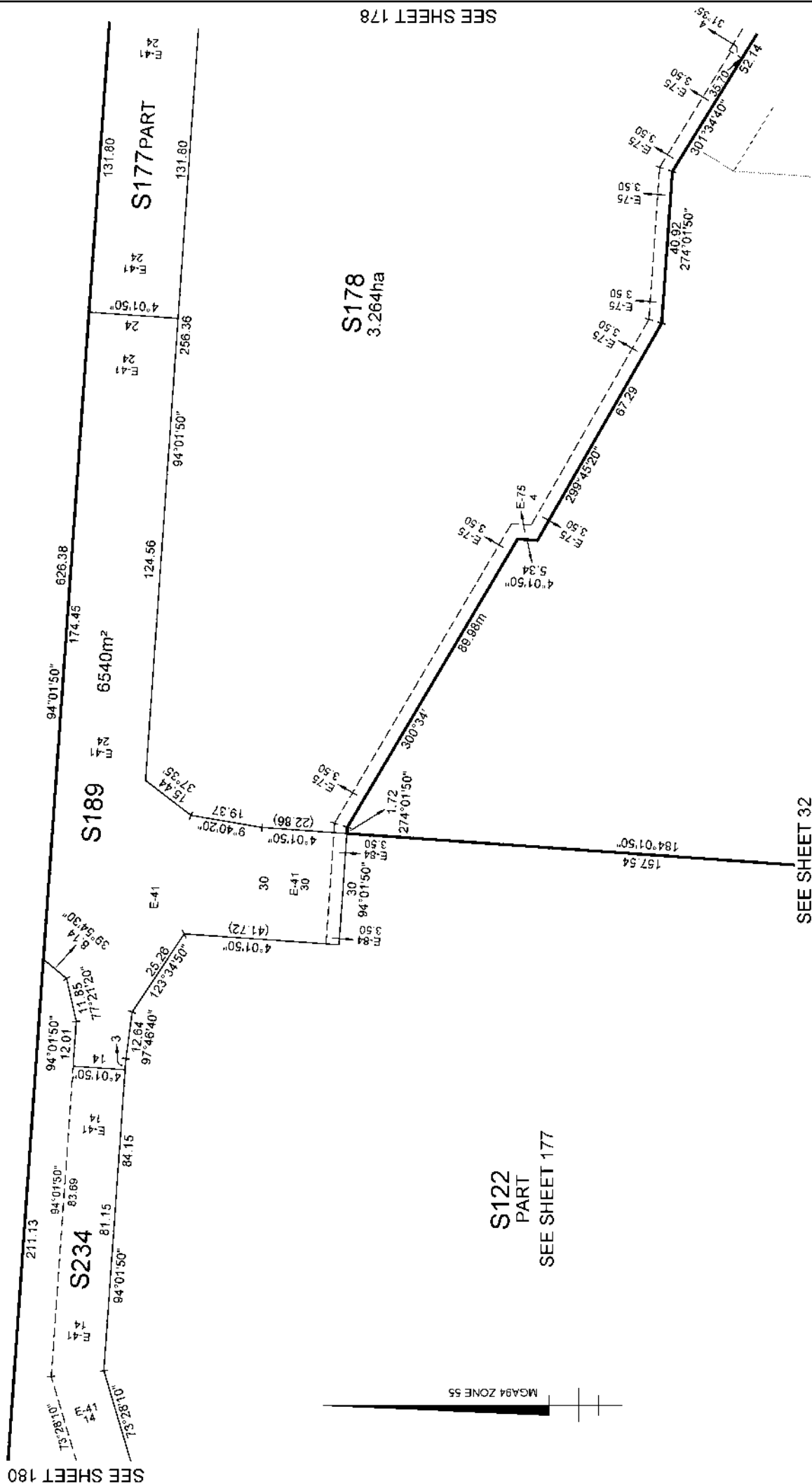
SCALE
1:5000

ORIGINAL SHEET	Ref. 09283-S170
SIZE: A3	Ver. 5

SHEET 177

SHEET 178

S85
SEE SHEET 97



SEE SHEET 32

SOFTLY

Urban Development | Built Environments | Infrastructure
6 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: faywordz.com.au

Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 5

SCALE
1:1000

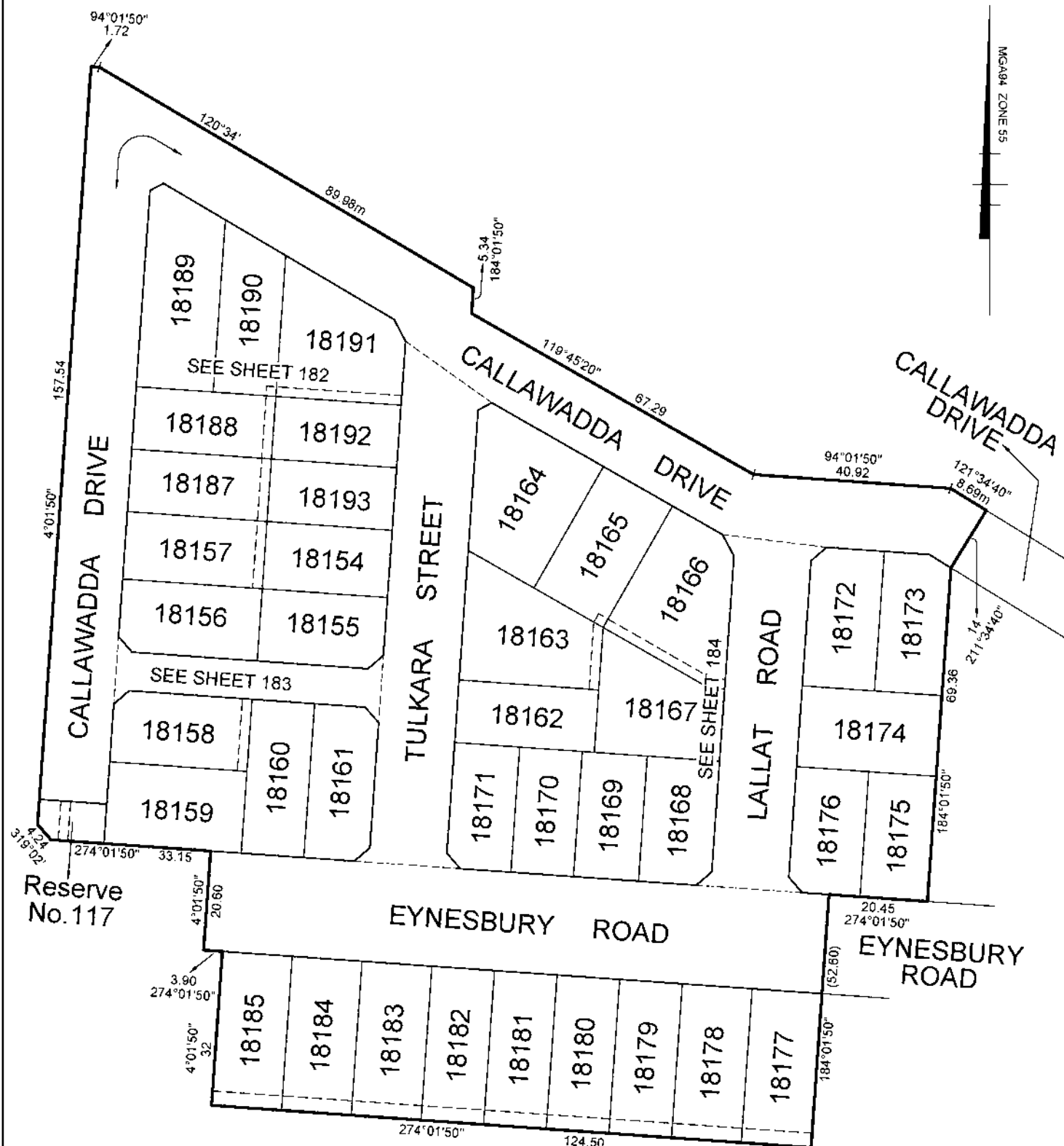
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3	Ref. 09283-S170 Ver. 5

SHEET 179

LEO ALEXANDER BATEMAN / Version No. 5

PS543210K



TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:800

0 8 16 24 32
LENGTHS ARE IN METRES

Licensed Surveyor:

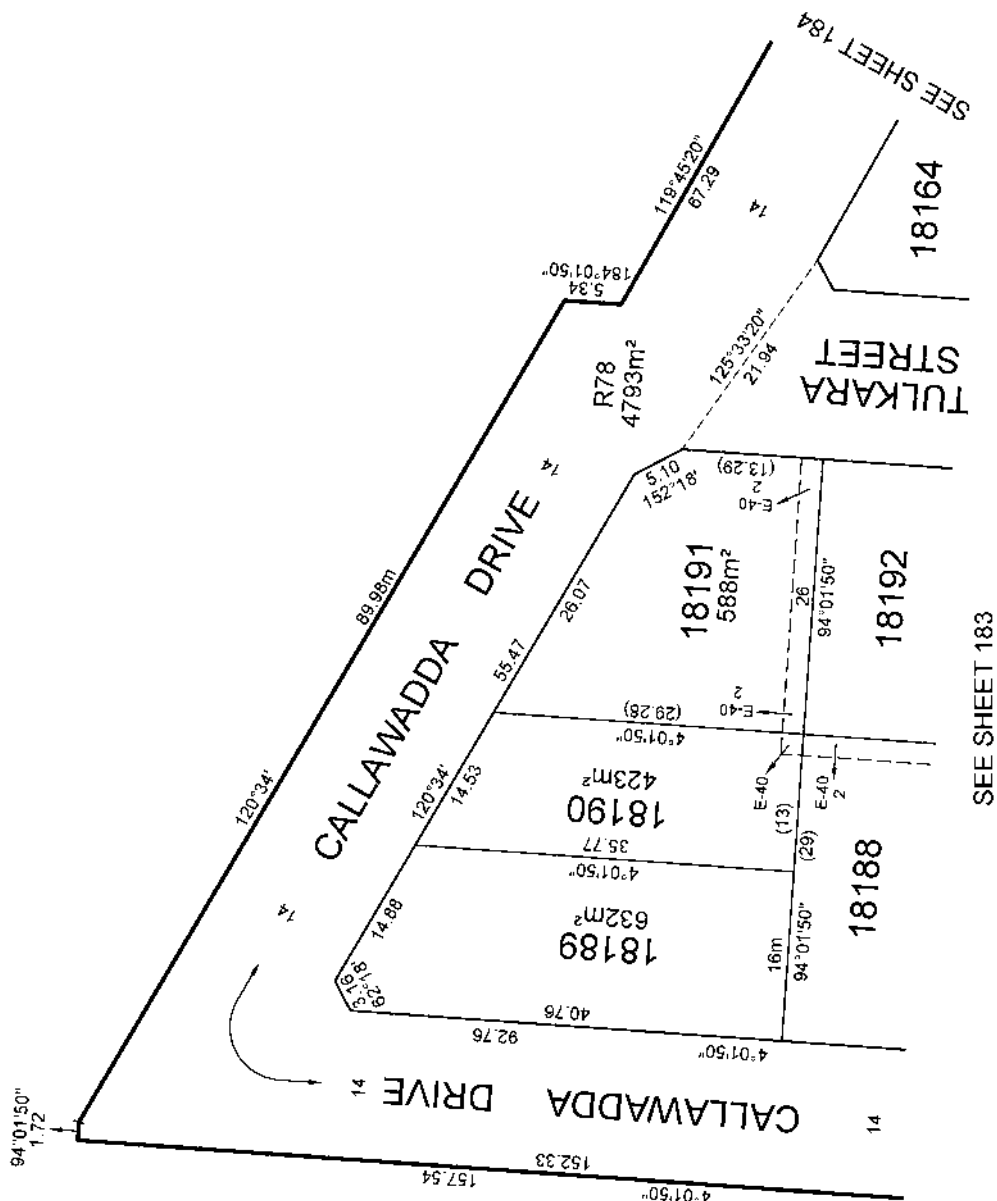
LEO ALEXANDER BATEMAN / Version No 6

ORIGINAL SHEET
SIZE: A3

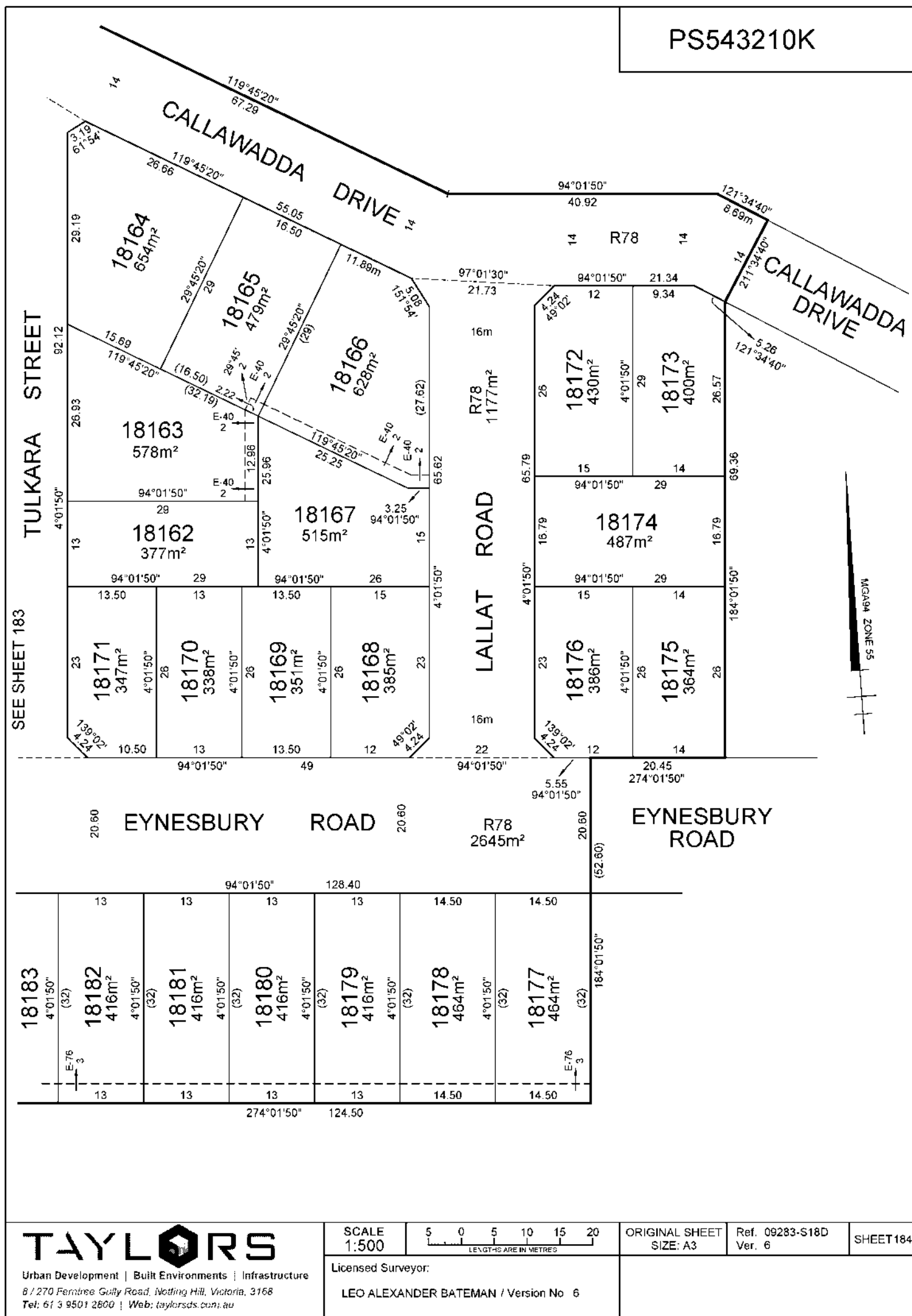
Ref. 09283-S18D
Ver. 6

SHEET 181

PS543210K



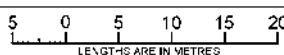
SHEET 183



TAYLORS

Urban Development | Built Environments | Infrastructure
 8 / 270 Fernside Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500



Licensed Surveyor:

LEO ALEXANDER BATEMAN / Version No 6

ORIGINAL SHEET
SIZE: A3

Ref. 09283-S18D
Ver. 6

SHEET 184

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS543210K

MASTER PLAN (STAGE 1) REGISTERED DATE 7/03/2008 TIME 11.25 AM

**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.**

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S20	LOTS 2001-2090 S707-S709, S22,S23,S24,Res9-13, Road R4	STAGE PLAN	PS543210K/S20	13/6/08	2	R.M.G
LOT S22	LOTS 2091-2129 Road R5 Res14	STAGE PLAN	PS543210K/S22	13/6/08	2	R.M.G
LOT S23	LOTS 2130-2178 ROAD R6 RES 15	STAGE PLAN	PS543210K/S23	13/6/08	2	R.G.M
TP870533U	LOT A	AMENDMENT SECTION 32	PS543210K/D1	19/11/09	3	RMCB
LOT S24	LOTS 2179 TO 2228, S7 ROAD R7	STAGE PLAN	PS543210K/S24	19/1/10	4	IRM
LOT S709	LOTS 2233 TO 2234	STAGE PLAN	PS543210K/S993	25/3/10	5	ARC
LOT S708	LOTS 2231 TO 2232	STAGE PLAN	PS543210K/S994	26/3/10	5	ARC
LOT S707	LOTS 2229 TO 2230	STAGE PLAN	PS543210K/S995	26/3/10	5	ARC
LOT S703	LOTS 1096 & 1097	STAGE PLAN	PS543210K/S996		6	AM
LOT S702	LOTS 1094 & 1095	STAGE PLAN	PS543210K/S997		6	AM
LOT S701	LOTS 1092 & 1093	STAGE PLAN	PS543210K/S998		6	AM
LOTS S2 & S7	LOTS S5,S6,S8 RESERVES 16 TO 21	STAGE PLAN	PS543210K/S999	23/7/10	7	IRM
LOTS S6	LOTS 7001-7052 RESERVES 22-26 & 31 ROAD R8 LOTS S9 & S10	STAGE PLAN	PS543210K/S71	20/9/10	8	NR
LOT S9	LOTS 7053-7108 RESERVES 27 & 28 ROAD R9	STAGE PLAN	PS543210K/S72	18/10/10	9	D.P.
LOT S8	LOTS 3001-3052 LOTS S32 - S34 RESERVES 32 & 33 ROAD R11	STAGE PLAN	PS543210K/S31	22/6/11	10	DBR
LOT S32	LOTS 3053-3106 RESERVES 34-36 & 44 ROAD R12	STAGE PLAN	PS543210K/S32	22/6/11	10	DBR
LOT S34	LOTS 3165 TO 3193 (B.I.), ROAD R14 & RESERVE 41	STAGE PLAN	PS543210K/S34	26/7/11	11	LJW

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS543210K

MASTER PLAN (STAGE 1) REGISTERED DATE 07/03/2008 TIME 11:25AM

**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.**

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S33	LOTS 3107 TO 3164, S12 & S710, ROAD R13, RESERVES 37 TO 40	STAGE PLAN	PS543210K/S33	12/9/11	12	A.M.B.
LOTS S5 & S3	LOTS S15, S16, S17 & S39	STAGE PLAN	PS543210K/S991	30/3/12	13	D.R.
LOT S15	LOTS 10001 TO 10059 (B.I.), LOT S11, ROAD R15 & RESERVE NO. 42	STAGE PLAN	PS543210K/S101	30/3/12	13	D.R.
LOT S11	LOTS 10060 TO LOT 10115 (B.I.), ROAD R16, RESERVE NO. 43 & RESERVE NO. 57	STAGE PLAN	PS543210K/S102	30/3/12	13	D.R.
LOT 1	LOT 1B & RESERVES 64 TO 67	PARTIAL SUBDIVISION SECTION 35	PS543210K/D2	20/06/2012	14	IRM
LOTS S17 & S39	LOTS S18, S40 RESERVE 52	STAGE PLAN	PS543210K/S992	21/6/12	15	IRM
LOTS S10 & S40	LOTS 7109 TO 7131, S42 RESERVE 29 & 30 ROAD R10	STAGE PLAN	PS543210K/S73	21/6/12	15	IRM
LOT S16	LOTS 9001 TO 9063 RESERVES 45 TO 47, 51 ROAD R17	STAGE PLAN	PS543210K/S91	21/6/12	15	IRM
LOT 1B	E-37	CREATION OF EASEMENT	AJ838874M	6/8/12	16	PTM
LOT 2087		RECTIFICATION	AJ888284C	31/8/12		R.I.
RESERVE NO.25	E-38	CREATION OF EASEMENT SEC.45(1) TRANSFER OF LAND ACT 1958	AJ897622H	06/09/12		GMR
LOTS S12 & S42	LOTS S27,S28,S29 & S50	STAGE PLAN	PS543210K/S990	30/10/12	19	IRM
LOT S-28	LOTS 11001 to 11054, S112 to S116, R18 & RES 49, 50 & 60	STAGE PLAN	PS543210K/S111	16/11/12	20	GV
LOTS S27, S29 & S50	LOTS 4001- 4060, S13, S14, S19, S21, S48, S64, ROAD R19, RES 48 & RES 53	STAGE PLAN	PS543210K/S41	15/05/13	21	LC
RES 38		VARIATION OF EASEMENT	AK324160M	17/05/13	21	LC
LOTS S18 & S48	LOTS S60, S61, S62 & S63	STAGE PLAN	PS543210K/S979	21/5/13	22	LC
LOT S63		RECTIFICATION	AK481096N	23/07/13	23	LC

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER**PS543210K**

MASTER PLAN (STAGE 1) REGISTERED DATE 07/03/2008 TIME 11:25 am

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOTS 3113 TO 3119	LOTS 3194 TO 3200	AMENDMENT SECTION 32	PS543210K/D3	06/10/14	24	R.J.M
LOT 1B	LOTS 1C & 6	AMENDMENT SECTION 32	PS543210K/D4	28/01/16	25	GV
LOT S710	LOTS B, S65, & S74 AND COMMON PROPERTY NO. 3	STAGE PLAN	PS 543210K/S977	06/10/16	26	B.J.S.
RESERVE No. 39	E-45	CREATION OF EASEMENT	AN345827K	06/12/16	27	RM
LOT S65	-	RECTIFICATION (AS TO EASEMENT IDENTIFIER)	AQ 389249B	26/10/17	28	B.J.S.
LOT 1C	LOT 1D & RESERVE No.82	SUBDIVISION SECTION 35	PS543210K/D5	29/11/17	29	R.W.G.
LOT S4	E-59	CREATION OF EASEMENT	AQ572094J	20/12/17	30	RM
LOT S65	LOTS 7 TO 12 E-46, E-47 & E-48	STAGE PLAN	PS543210K/S65	18/04/18	31	R.I.
LOTS 1D & 2	LOTS 1E & 2A	AMENDMENT SECTION 32	PS543210K/D6	11/02/19	32	B.J.S.
LOT S61	LOTS S85 AND S86	STAGE PLAN	PS543210K/S969	28/08/19	33	M.H
LOT S86	LOT S87 & RESERVE NO 72	SUBDIVISION SECTION 35	PS543210K/S966	18/09/19	34	IRM
LOT S64 & S87	LOTS S35 & S88 & RESERVE NO 100	STAGE PLAN	PS543210K/S986	18/09/19	34	IRM
LOT S63	LOTS S89 & S92	STAGE PLAN	PS543210K/S968	04/12/19	35	IRM
LOT S88	LOTS S75 TO S77	STAGE PLAN	PS543210K/S50	06/02/20	36	L.D.R
LOT S77	LOTS S95, S96 & S107	STAGE PLAN	PS543210K/S80	22/09/20	37	IRM
LOT S112	LOTS 11055-11085, S117, S118, R-20, RES NO 54, 55 & 70	ADVERSE POSSESSION APPLICATION	PS543210K/S112	05/10/20	38	H.L.
LOT S113	LOTS 11086-11097, R-22	STAGE PLAN	PS543210K/S113	07/10/20	39	H.L.

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER**PS543210K**

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S115	LOTS 11124-11145 R24, RES 56	STAGE PLAN	PS543210K/S115	07/10/20	40	H.L.
LOT S118	LOTS 1098-11123, 11146-11153 R23, R30, RES 58 & 59	STAGE PLAN	PS543210K/S114	07/10/20	40	H.L.
LOT S13	LOTS 4075-4106, ROAD R26	STAGE PLAN	PS543210K/S43	09/10/20	41	GLR
LOT S19	LOTS 4061 TO 4074 & ROAD R21	STAGE PLAN	PS543210K/S42	19/10/20	42	RJS
LOTS 117	LOTS 11154 TO 11183, ROAD R25, RES 61	STAGE PLAN	PS543210K/S116	19/10/20	42	RJS
LOT S76	LOTS 5063-5064, 5066-5073, 5083-5084, 5086-5093, R41, RES 83	STAGE PLAN	PS543210K/S52	7/01/21	43	RH
"C"		ROAD DISCONTINUANCE (SEE TP969691A)	AT849874N	09/12/21	44	H.T
LOT S75	LOTS 5001, 5002, 5004-5018, 5020-5025, 5027 - 5040, 5042, 5044-5046, 5048-5053, 5055-5060, 5062, 5074-5081, 5094 & 5095, RES80, RES81, RES101 & ROAD R40	STAGE PLAN	PS543210K/S51	18/01/21	44	H.T
LOTS 5004, 5005, 5020, 5094 & 5095	LOTS 5004A, 5005A, 5020A, 5094A & 5095A	AMENDMENT SECTION 32	PS543210K/D7	10/02/21	45	H.T
LOT S107	LOTS S601-S603, S605-S607, S610, S611, S110	STAGE PLAN	PS543210K/S60	09/06/21	46	M.H
RESERVE NO. 100		REMOVAL OF RESERVE STATUS (SECTION 24A SUBD. ACT 1988)	PS827841Q	09/09/21	47	R.I.
Lot 1E	Lot 1F & Road R27	AMENDMENT SECTION 32	PS543210K/D8	14/10/21	48	GMR
Lot S60	Lot 101, Road R29 & Reserve No.63	STAGE PLAN	PS543210K/S962	14/20/21	48	JBHB
LOT S110	LOTS S97 & S121	STAGE PLAN	PS543210K/S86	16/11/21	49	GV
LOT S95	LOTS 8001-8082, ROAD R50 AND RESERVES 91-93	STAGE PLAN	PS543210K/S81	01/12/21	50	L.H

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER**PS543210K**

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S96	LOTS 8083-8124, ROADS R52-R55 AND RESERVE 94	STAGE PLAN	PS543210K/S82	01/12/21	50	L.H
LOT S97	LOTS 8125-8133, ROADS R58-R60 AND RESERVE 96	STAGE PLAN	PS543210K/S83	01/12/21	50	L.H
LOT S89	LOTS S99 & S120	STAGE PLAN	PS543210K/S87	9/12/21	51	GV
LOT S99	ROAD R57	STAGE PLAN	PS543210K/S85	17/1/2022	52	A.R.T.
LOT S121	LOTS S131, S135 & S102	STAGE PLAN	PS543210K/S959	3/03/22	53	RH
LOTS S601 & S611	LOTS S604, 6001-6038, 6083, ROAD R61, RES 102 & RES 103	STAGE PLAN	PS543210K/S61	18/05/22	54	KL
LOT S602	LOTS 6039-6066, S608, ROAD R65, RESERVES 104-107	STAGE PLAN	PS543210K/S62	04/07/22	55	AR
LOT S603	LOTS 6067 to 6082 & 6084 to 6092 & ROAD R70	STAGE PLAN	PS543210K/S63	12/07/22	56	SN
LOT S604	LOTS 6093 to 6131, S159 & S609, RESERVE No. 108 & 109 & ROAD R71	STAGE PLAN	PS543210K/S64	7/09/22	57	SN
LOT S605	LOTS 6132-6161 & ROAD R72	STAGE PLAN	PS543210K/S68	08/09/22	58	YL
LOT S606	LOTS 6162-6192 & ROAD R73	STAGE PLAN	PS543210K/S66	20/01/23	59	L.H
LOT A	LOT D AND ROAD R79	SUBDIVISION SECTION 35 SEC 32	PS543210K/D9	29/03/23	60	R.J.M
LOT S92 and S120	LOT S104, LOT105 ROADS R62, R63 & R64	SUBDIVISION SECTION 35 STAGE PLAN	PS543210K/S964	29/03/23	60	R.J.M
LOT S102	LOT S106 & ROADS R67, R68 & R69	SUBDIVISION SECTION 35 STAGE PLAN	PS543210K/S963	29/03/23	60	R.J.M
LOT S104 & 105	LOT S165, S190, S191 & S192	STAGE PLAN	PS543210K/S958	29/03/23	61	R.J.M
LOT S131	LOTS 13001-13042, ROAD R81 & RESERVES 86-88	STAGE PLAN	PS543210K/S131	17/04/23	62	CG26
LOT S135	LOTS 5096 - 5146, ROAD R80 & RESERVES 84, 85 & 125	STAGE PLAN	PS543210K/S53	28/4/23	63	HJR

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER**PS543210K**

MASTER PLAN (STAGE 1) REGISTERED DATE: 07/03/2008 TIME: 11:25am

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT 1F		CREATION OF EASEMENT	AW913196B	08/06/23	64	L.H
LOT S190	LOTS S109 & S111	STAGE PLAN	PS543210K/S198	29/08/23	65	L.H
LOT S106	LOTS S108 & S181 -S184	STAGE PLAN	PS543210K/S180	30/08/23	66	PTM
LOT 1F	LOT 1G AND ROADS R83 & R86	SUBDIVISION SECTION 35 SECTION 32	PS543210K/D10	18/10/23	67	SN
LOT S181	LOTS 18006-18044, 18086 - 18093, S186, S187, ROAD R-75 & RESERVE NO.110, 111, 166 & 120	STAGE PLAN	PS543210K/S181	10/04/24	68	GLR
LOT S182	LOTS 18045 - 18085, 18186, ROAD R76, RESERVES 112, 113 & 121	STAGE PLAN	PS543210K/S182	19/04/24	69	DL
LOT S183	LOTS 18001-18005, 18094 -18149, S188, ROAD R77, RES NOS. 114 TO 116, 119	STAGE PLAN	PS54321K/S183	20/06/24	70	R.D.
LOT S109	ROAD R106	STAGE PLAN	PS543210K/S199	01/07/24	71	YS
LOT S108	LOTS S157, S177, S178, S189, S234-S236, S122	STAGE PLAN	PS543210K/S170	09/07/24	72	LW
E-7, E-11, E-18, E-25, E-28		REMOVAL OF EASEMENT	AY111580E	10/07/24	73	LW
LOT S184	LOTS 18154 TO 18185, 18187 TO 18193, Reserve No.117 & Road R78	STAGE PLAN	PS543210K/S184	11/7/24	74	HJR
LAND HEREIN	-	RECTIFICATION	AY473349J	07/10/24	75	E.T.H



Produced: 18/10/2024 12:51:36 PM

p í~íÉã ÉåíϢåQK



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

báíáÉä Éái=áÇí á-ÄääóW
kl qb= ñçäü=ÉíÉäÄÉë=ÉçääééíäÇíä=ñÉä á ä ñ ÉéçäK

i ~äÇí=äÉä	báíáÉä Éái	i á-Äääó
i çí=NN	NM	NM
i çí=NO	NM	NM
i çí=NMN	NM	NM
i çí=NMD	NM	NM
i çí=NMP	NM	NM
i çí=MMQ	NM	NM
i çí=MMR	NM	NM
i çí=MMS	NM	NM
i çí=MMT	NM	NM
i çí=MMU	NM	NM
i çí=MMV	NM	NM
i çí=MMW	NM	NM
i çí=MMN	NM	NM
i çí=MMN	NM	NM
i çí=MMO	NM	NM
i çí=NMP	NM	NM
i çí=MMQ	NM	NM
i çí=MMR	NM	NM
i çí=MMS	NM	NM
i çí=MMT	NM	NM
i çí=MMU	NM	NM
i çí=MMV	NM	NM
i çí=MMW	NM	NM
i çí=MMN	NM	NM
i çí=MMN	NM	NM
i çí=MMO	NM	NM
i çí=MMQ	NM	NM
i çí=MMR	NM	NM
i çí=MMS	NM	NM
i çí=MMT	NM	NM
i çí=MMU	NM	NM
i çí=MMV	NM	NM
i çí=MMW	NM	NM
i çí=MMN	NM	NM
i çí=MMN	NM	NM
i çí=MMO	NM	NM
i çí=MMQ	NM	NM
i çí=MMR	NM	NM
i çí=MMS	NM	NM
i çí=MMT	NM	NM



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçǣɾ ɾ ɛ̃ñéǎǎēɾ~é̃çǎǎéçî ǎǎççǎ~mǎǎǎǎǎ ɾ éççǎK

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2

PLAN NO. PS543210K

[illegible][illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2

PLAN NO. PS543210K

kl qb= ɾçǣɾ ɾ ɛ̃ñéǎǎē~é~çǎǎ~éçî ǎǎçç~ǎ~mǎǎ ǎ ǎ ɾ éçǎK

$\begin{array}{l} \text{ÉÁI É-ÞÁÑÇÁÁÖÉÖÍÉÉS ÁÑÇÁ-Þ} \\ \text{ÇÁÉÇÁ-ÖÖMMRÍj ÉÁçí; ÆÉPMN=a u=ÖNMUV} \\ \backslash \quad k\text{-US-SQT=US-PVS} \end{array}$



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçǣɾ ɾ ɛ̃ñéǎǎēɾ~é̃çǎǎéçî ǎǎççǎ~mǎǎǎǎǎ ɾ éççǎK

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

[illegible][illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2

PLAN NO. PS543210K

kl qb= ɾçǣç ɾ ɛ̃ñéǎǎē~éçǎǎéçî ðççǎ~mǎǎ á ā ɾ éççǎK

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçǣç ɾ ɛ̃ñéǎǎē~éçǎǎéçî ǎǎçç~mǎǎǎǎǎ ɾ éçǎǎK

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2

PLAN NO. PS543210K

kl qb= ɾçǣɾ ɾ ɛ̃ñéǎǎēɾ~é̃çǎǎéçî ǎǎççǎ~mǎǎǎǎǎ ɾ éççǎK

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçǣç ɾ ɛ̃ñéǎǎē~éçǎǎéçî ðççǎ~mǎǎ á ā ɾ éççǎK

[illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

baíáÉa Éaí=áÇí á-ÄääóW
kl qb= ñçäö ÉíÉaÁÉö=Éçääééí aÇíá=ñÉá á ä ñ ÉéçäK

i ~áÇí-áÉa	baíáÉa Éaí	i á-Äääó
i Çí=ONVO	NM	NM
i Çí=ONVP	NM	NM
i Çí=ONVQ	NM	NM
i Çí=ONVR	NM	NM
i Çí=ONVS	NM	NM
i Çí=ONVT	NM	NM
i Çí=ONVU	NM	NM
i Çí=ONVV	NM	NM
i Çí=OOM	NM	NM
i Çí=OON	NM	NM
i Çí=OONV	NM	NM
i Çí=OONQ	NM	NM
i Çí=OONR	NM	NM
i Çí=OONS	NM	NM
i Çí=OONT	NM	NM
i Çí=OONU	NM	NM
i Çí=OONV	NM	NM
i Çí=OOM	NM	NM





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

baíáÉa Éaí=áÇí á-ÄääóW
kl qb= ñçäü=ÉíÉaAÉë=ÉçääééíäÇÇä=ñÉä á ä ñ ÉéçäK

i ~äÇm-äÉä	baíáÉa Éaí	i á-Äääó
i çí=000N	NM	NM
i çí=0000	NM	NM
i çí=000P	NM	NM
i çí=000Q	NM	NM
i çí=000R	NM	NM
i çí=000S	NM	NM
i çí=000T	NM	NM
i çí=000U	NM	NM
i çí=000V	NM	NM
i çí=00PM	NM	NM
i çí=00PN	NM	NM
i çí=00PO	NM	NM
i çí=00PP	NM	NM
i çí=00PQ	NM	NM
i çí=PM0N	NM	NM
i çí=PM0D	NM	NM
i çí=PM0P	NM	NM
i çí=PM0Q	NM	NM
i çí=PM0R	NM	NM
i çí=PM0S	NM	NM
i çí=PM0T	NM	NM
i çí=PM0U	NM	NM
i çí=PM0V	NM	NM
i çí=PM0M	NM	NM
i çí=PM0N	NM	NM
i çí=PM0O	NM	NM
i çí=PM0P	NM	NM
i çí=PM0Q	NM	NM
i çí=PM0R	NM	NM





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

báíáÉä Éáí=áÇí á-ÄääóW
kl qb= ñçäü=ÉäÉäÄÉö=ÉçääééçíäÇÇä=ñÉä á ä ñ ÉéçäK

i ~äÇm-äÉä	báíáÉä Éáí	i á-Äääó
i çí=PMNS	NM	NM
i çí=PMNT	NM	NM
i çí=PMNU	NM	NM
i çí=PMNV	NM	NM
i çí=PMOM	NM	NM
i çí=PMON	NM	NM
i çí=PMOO	NM	NM
i çí=PMOP	NM	NM
i çí=PMOQ	NM	NM
i çí=PMOR	NM	NM
i çí=PMOS	NM	NM
i çí=PMOT	NM	NM
i çí=PMOU	NM	NM
i çí=PMOV	NM	NM
i çí=PMPM	NM	NM
i çí=PMPN	NM	NM
i çí=PMPO	NM	NM
i çí=PMPP	NM	NM
i çí=PM PQ	NM	NM
i çí=PMPR	NM	NM
i çí=PMPS	NM	NM
i çí=PMPT	NM	NM
i çí=PMPU	NM	NM
i çí=PM PV	NM	NM
i çí=PMQM	NM	NM
i çí=PMQN	NM	NM
i çí=PMQO	NM	NM
i çí=PMQP	NM	NM
i çí=PMQQ	NM	NM





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

baiaaEa Eai=aC=aAa6W
kl qb=acqaoEaAe=acaaeciQCaa=maaa a a oEcaK

i ~aCm-aEa	baiaaEa Eai	i aAa6
i ci=PMCR	NM	NM
i ci=PMCS	NM	NM
i ci=PMQT	NM	NM
i ci=PMQU	NM	NM
i ci=PMQV	NM	NM
i ci=PMRM	NM	NM
i ci=PMRN	NM	NM
i ci=PMRO	NM	NM
i ci=PMRP	NM	NM
i ci=PMRQ	NM	NM
i ci=PMRR	NM	NM
i ci=PMRS	NM	NM
i ci=PMRT	NM	NM
i ci=PMRU	NM	NM
i ci=PMRV	NM	NM
i ci=PMSM	NM	NM
i ci=PMSN	NM	NM
i ci=PMSO	NM	NM
i ci=PMSP	NM	NM
i ci=PMSQ	NM	NM
i ci=PMSR	NM	NM
i ci=PMS	NM	NM
i ci=PMST	NM	NM
i ci=PMSU	NM	NM
i ci=PMSV	NM	NM
i ci=PMTM	NM	NM
i ci=PMTN	NM	NM
i ci=PMTO	NM	NM
i ci=PMTP	NM	NM





Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2

PLAN NO. PS543210K

k l q b = ρ ϕ α β γ δ ε ζ η θ ι κ λ μ ν ξ ο π ρ σ τ υ φ χ ψ ω

[illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

báíáÉä Éáí=áÇí á-ÄääóW
kl qb= ñçäü=ÉíÉäÄÉö=ÉçääéçíäÇä=ñÉä á ä ñ ÉéçäK

i ~äÇm-äÉä	báíáÉä Éáí	i á-Äääó
i çí=PNP	NM	NM
i çí=PNMQ	NM	NM
i çí=PNMR	NM	NM
i çí=PNMS	NM	NM
i çí=PNMT	NM	NM
i çí=PNMU	NM	NM
i çí=PNW	NM	NM
i çí=PNNM	NM	NM
i çí=PNNN	NM	NM
i çí=PNNO	NM	NM
i çí=PNOM	NM	NM
i çí=PNON	NM	NM
i çí=PNOO	NM	NM
i çí=PNOP	NM	NM
i çí=PNQQ	NM	NM
i çí=PNCR	NM	NM
i çí=PNOS	NM	NM
i çí=PNOT	NM	NM
i çí=PNOU	NM	NM
i çí=PNOV	NM	NM
i çí=PNPM	NM	NM
i çí=PNPN	NM	NM
i çí=PNPO	NM	NM
i çí=PNPP	NM	NM
i çí=PNPQ	NM	NM
i çí=PNPR	NM	NM
i çí=PNPS	NM	NM
i çí=PNPT	NM	NM
i çí=PNPU	NM	NM





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

báíáÉä Éáí=áÇí á-ÄääóW
kl qb= ñçäü=ÉäÉäÄÉö=ÉçääééíäÇÇä=ñÉä á ä ñ ÉéçäK

i ~äÇm-äÉä	báíáÉä Éáí	i á-Äääó
i çí=PNPV	NM	NM
i çí=PNQM	NM	NM
i çí=PNQN	NM	NM
i çí=PNQO	NM	NM
i çí=PNQP	NM	NM
i çí=PNQQ	NM	NM
i çí=PNQR	NM	NM
i çí=PNQS	NM	NM
i çí=PNQT	NM	NM
i çí=PNQU	NM	NM
i çí=PNQV	NM	NM
i çí=PNRM	NM	NM
i çí=PNRN	NM	NM
i çí=PNRO	NM	NM
i çí=PNRP	NM	NM
i çí=PNRQ	NM	NM
i çí=PNRR	NM	NM
i çí=PNRS	NM	NM
i çí=PNRT	NM	NM
i çí=PNRU	NM	NM
i çí=PNRV	NM	NM
i çí=PNSM	NM	NM
i çí=PNSN	NM	NM
i çí=PNSO	NM	NM
i çí=PNSP	NM	NM
i çí=PNSQ	NM	NM
i çí=PNSR	NM	NM
i çí=PNSS	NM	NM
i çí=PNST	NM	NM





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

báíáÉä Éáí=áÇí á-ÄääóW

kl qb= ñçäü=ÉäÉäÄÉö=ÉçääééçíäÇÇä=ñÉä á ä ñ ÉéçäK

i ~äÇm-äÉä	báíáÉä Éáí	i á-Äääó
i çí=PN SU	NM	NM
i çí=PN SV	NM	NM
i çí=PN TM	NM	NM
i çí=PN TN	NM	NM
i çí=PN TO	NM	NM
i çí=PN TP	NM	NM
i çí=PN TQ	NM	NM
i çí=PN TR	NM	NM
i çí=PN TS	NM	NM
i çí=PN TT	NM	NM
i çí=PN TU	NM	NM
i çí=PN TV	NM	NM
i çí=PN UM	NM	NM
i çí=PN UN	NM	NM
i çí=PN UO	NM	NM
i çí=PN UP	NM	NM
i çí=PN UQ	NM	NM
i çí=PN UR	NM	NM
i çí=PN US	NM	NM
i çí=PN UT	NM	NM
i çí=PN UU	NM	NM
i çí=PN UV	NM	NM
i çí=PN VM	NM	NM
i çí=PN VN	NM	NM
i çí=PN VO	NM	NM
i çí=PN VP	NM	NM
i çí=PN VQ	NM	NM
i çí=PN VR	NM	NM
i çí=PN VS	NM	NM





Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçǣɾ ɾ ɛ̃ñéǎǎēɾ~é̃çǎǎéçî ǎǎççǎ~mǎǎǎǎǎ ɾ éççǎK

[illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

baíáÉa Éaí=áÇí á-ÄääóW
kl qb= ñçäü=ÉíÉaÁÉö=ÉçääééíäÇÇä=ñÉä á ä ñ ÉéçäK

i ~äÇm-äÉä	baíáÉa Éaí	i á-Äääó
i Çí=QMS	NM	NM
i Çí=QMT	NM	NM
i Çí=QMU	NM	NM
i Çí=QMV	NM	NM
i Çí=QPM	NM	NM
i Çí=QPN	NM	NM
i Çí=QPO	NM	NM
i Çí=QPP	NM	NM
i Çí=QPQ	NM	NM
i Çí=QPR	NM	NM
i Çí=QPS	NM	NM
i Çí=QPT	NM	NM
i Çí=QPU	NM	NM
i Çí=QPV	NM	NM
i Çí=QQM	NM	NM
i Çí=QQN	NM	NM
i Çí=QOO	NM	NM
i Çí=QOP	NM	NM
i Çí=QOQ	NM	NM
i Çí=QOR	NM	NM
i Çí=QOS	NM	NM
i Çí=QOT	NM	NM
i Çí=QUU	NM	NM
i Çí=QOV	NM	NM
i Çí=QRM	NM	NM
i Çí=QRN	NM	NM
i Çí=QRO	NM	NM
i Çí=QRP	NM	NM
i Çí=QRO	NM	NM





Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçǻç ɾ ɛñéǻǻéǻ~éǻçǻǻéçî ðççǻ~mǻéǻ á ā ɾ éçǻǻK

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

[illegible]

pEAI e-bAeAçaaEôBiaEsaAçaa-tpboshI+ÉiEaNPi-SVT= çããepiEÉ-açAaaçE-PMU
içAaEÇA-Ô-QMMRI+ÉaÇiôE-PMNI+u=QNMUV
^ k uS-ÔT+US-PVS



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

báíáÉä Éái=áÇí á-ÄääóW
kl qb= ñçäü=ÉíÉäÄÉö=ÉçääééíäÇíä=ñÉä á ä ñ ÉéçäK

i ~äÇm-äÉä	báíáÉä Éái	i á-Äääó
i çí-RMU	NM	NM
i çí-RMW	NM	NM
i çí-RNM	NM	NM
i çí-RMN	NM	NM
i çí-RNO	NM	NM
i çí-RNP	NM	NM
i çí-RNQ	NM	NM
i çí-RNR	NM	NM
i çí-RNS	NM	NM
i çí-RNT	NM	NM
i çí-RNU	NM	NM
i çí-RNV	NM	NM
i çí-RON	NM	NM
i çí-ROO	NM	NM
i çí-ROP	NM	NM
i çí-ROQ	NM	NM
i çí-ROr	NM	NM
i çí-ROt	NM	NM
i çí-ROu	NM	NM
i çí-ROv	NM	NM
i çí-RPM	NM	NM
i çí-RPN	NM	NM
i çí-RPO	NM	NM
i çí-RPP	NM	NM
i çí-RPQ	NM	NM
i çí-RPR	NM	NM
i çí-RPS	NM	NM
i çí-RPT	NM	NM
i çí-RPU	NM	NM





Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

k l q b = ρ ϕ α β γ δ ε ζ η θ ι κ λ μ ν ξ ο π ρ σ τ υ φ χ ψ ω

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2

PLAN NO. PS543210K

kl qb= ɾçäç ɾ EñÉäÁë~Éçäöéçî äçÇç~mÉä ä ä ɾ ÉççK

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

k l q b = - c ç ä ö É Ñ Ê á Ä È ~ É ~ ç à ð ~ é ê î Æ Ç ~ ã ~ m Ë å ä ã ~ É é ç Æ K

i ~àÇm-êÀÉà	bàíáÉà Èàí	i á-Àääó
i çí-ñNR	NM	NM
i çí-ñNS	NM	NM
i çí-ñNT	NM	NM
i çí-ñNU	NM	NM
i çí-ñNV	NM	NM
i çí-ñNM	NM	NM
i çí-ñNN	NM	NM
i çí-ñNO	NM	NM
i çí-ñNP	NM	NM
i çí-ñNQ	NM	NM
i çí-ñNR	NM	NM
i çí-ñNS	NM	NM
i çí-ñNT	NM	NM
i çí-ñNU	NM	NM
i çí-ñNV	NM	NM
i çí-ñNM	NM	NM
i çí-ñNN	NM	NM
i çí-ñNO	NM	NM
i çí-ñNP	NM	NM
i çí-ñNQ	NM	NM
i çí-ñNR	NM	NM
i çí-ñNS	NM	NM
i çí-ñNT	NM	NM
i çí-ñNU	NM	NM
i çí-ñNV	NM	NM
i çí-ñNM	NM	NM
i çí-ñNN	NM	NM
i çí-ñNO	NM	NM
i çí-ñNP	NM	NM
i çí-ñNQ	NM	NM
i çí-ñNR	NM	NM
i çí-ñNS	NM	NM
i çí-ñNT	NM	NM
i çí-ñNU	NM	NM
i çí-ñNV	NM	NM
i çí-ñNM	NM	NM
i çí-ñNN	NM	NM
i çí-ñNO	NM	NM
i çí-ñNP	NM	NM





Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçäç ɾ EñÉäÁë~Éçäöéçî äçÇç~mÉä ä ä ɾ ÉççK

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2

PLAN NO. PS543210K

kl qb= ɾçǣɾ ɾ ɛ̃ñéǎǎé̃ɾ̃é̃çǎǎé̃çî̃ǎǎç̃ɾ̃ɾ̃m̃é̃ǎ ǎ ǎ ɾ é̃çǣ̃K

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçǣç ɾ ɛ̃ñéǎǎē~éçǎǎéçî ǎǎçç~mǎǎ á ǎ ɾ éççǎK

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2

PLAN NO. PS543210K

[illegible][illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

[illegible][illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçǣç ɾ ɛ̃ñéǎǎē~é~çǎǎ~éçî ðçç~ǎ~mǎǎ á ā ɾ éççǎK

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçäç ɾ EñÉäÁë~Éçäöéçî äçÇç~mÉä ä ä ɾ ÉççK

EÁI ē bē Ánācāō Éōīēēs ā ſāzē ppos Ht Ēl EÁNPI-SVT= çāmēpiēĒ ē açAaaÇS-PMU
çAEČÄ-ŌMMRIj ÊÄç; äE PMN=a u=ÖNMUV
^ k US-SQT=US-PVS

0786



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçäç ɾ EñÉäÁë~Éçäöéçî äçÇç~mÉä ä ä ɾ ÉççK

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçäç ɾ EñÉäÁë~Éçäöéçî äçÇç~mÉä ä ä ɾ ÉççK

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

k l q b = ρ ϕ α β γ δ ε ζ η θ ι κ λ μ ν ξ ο π ρ σ τ υ φ χ ψ ω

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçäç ɾ EñÉäÁĖ~Éçäăéçî äŦÇ~mÉä ä ä ɾÉçĖK

i ~aÇm-6AÉa	báiaÉa Éai	i á-Äääó
i çí≡TMS	NM	NM
i çí≡MT	NM	NM
i çí≡MU	NM	NM
i çí≡MV	NM	NM
i çí≡MM	NM	NM
i çí≡MN	NM	NM
i çí≡MO	NM	NM
i çí≡MP	NM	NM
i çí≡MQ	NM	NM
i çí≡MR	NM	NM
i çí≡MS	NM	NM
i çí≡MT	NM	NM
i çí≡MU	NM	NM
i çí≡MV	NM	NM
i çí≡NM	NM	NM
i çí≡NN	NM	NM
i çí≡NO	NM	NM
i çí≡NP	NM	NM
i çí≡NQ	NM	NM
i çí≡NR	NM	NM
i çí≡NS	NM	NM
i çí≡NT	NM	NM
i çí≡NU	NM	NM
i çí≡NV	NM	NM
i çí≡NN	NM	NM
i çí≡NNN	NM	NM
i çí≡NNO	NM	NM
i çí≡NNP	NM	NM
i çí≡NNQ	NM	NM



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

baíáÉa Éaí=áÇí á-ÄääóW
kl qb= ñçäþ ò ÉíÉáÁÉö=Éçääéçí áÇíá=ñÉá á ä ò ÉéçäK

i ~áÇí-áÉá	baíáÉa Éaí	i á-Äääó
i çí=TNR	NM	NM
i çí=TNNS	NM	NM
i çí=TNNT	NM	NM
i çí=TNNU	NM	NM
i çí=TNV	NM	NM
i çí=TNOM	NM	NM
i çí=TNON	NM	NM
i çí=TNOD	NM	NM
i çí=TNOP	NM	NM
i çí=TNQ	NM	NM
i çí=TNOR	NM	NM
i çí=TNOS	NM	NM
i çí=TNOT	NM	NM
i çí=TNOU	NM	NM
i çí=TNV	NM	NM
i çí=TNPM	NM	NM
i çí=TNPN	NM	NM
i çí=UMN	NM	NM
i çí=UMD	NM	NM
i çí=UMP	NM	NM
i çí=UMQ	NM	NM
i çí=UMR	NM	NM
i çí=UMS	NM	NM
i çí=UMT	NM	NM
i çí=UMU	NM	NM
i çí=UMV	NM	NM
i çí=UMM	NM	NM
i çí=UMN	NM	NM
i çí=UMNO	NM	NM





Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2

PLAN NO. PS543210K

kl qb= ɾçǣɾ ɾ ɛ̃ñéǎǎēɾ~é̃çǎǎéçî ǎǎççǎ~mǎǎǎǎǎ ɾ éççǎK

EAI ē bā Aīcāāō Éōlēs ā ſē ā pōs H ī Eī ANPI-SVT= çāñēpiēēī a çAā-açS-PMU
çAEÇÄ-ÖOMMRj ÊAçi äē PMN=a u=ÖNMUV
^ k ù S-QT=US-PVS



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

báíáÉä Éáí=áÇí á-ÄääóW
kl qb= ñçäü=ÉíÉäÄÉö=ÉçääéçíäÇä=ñÉä á ä ñÉçäK

i ~äÇm-äÉä	báíáÉä Éáí	i á-Äääó
i çí=UMQO	NM	NM
i çí=UMQP	NM	NM
i çí=UMQQ	NM	NM
i çí=UMQR	NM	NM
i çí=UMQS	NM	NM
i çí=UMQT	NM	NM
i çí=UMQU	NM	NM
i çí=UMQV	NM	NM
i çí=UMRM	NM	NM
i çí=UMRN	NM	NM
i çí=UMRO	NM	NM
i çí=UMRP	NM	NM
i çí=UMRQ	NM	NM
i çí=UMRR	NM	NM
i çí=UMRS	NM	NM
i çí=UMRT	NM	NM
i çí=UMRU	NM	NM
i çí=UMRV	NM	NM
i çí=UMSM	NM	NM
i çí=UMSN	NM	NM
i çí=UMSO	NM	NM
i çí=UMSP	NM	NM
i çí=UMSQ	NM	NM
i çí=UMSR	NM	NM
i çí=UMSS	NM	NM
i çí=UMST	NM	NM
i çí=UMSU	NM	NM
i çí=UMSV	NM	NM
i çí=UMTM	NM	NM





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

baiaaEa Eai=aC=aAa6W
kl qb=acqaoEiaAeE=acaaeei acCa=ma a a oEeak

i ~aCm-aEa	baiaaEa Eai	i aAa6
i ciUMIN	NM	NM
i ciUMTO	NM	NM
i ciUMTP	NM	NM
i ciUMTQ	NM	NM
i ciUMTR	NM	NM
i ciUMTS	NM	NM
i ciUMTT	NM	NM
i ciUMTU	NM	NM
i ciUMTV	NM	NM
i ciUMUM	NM	NM
i ciUMUN	NM	NM
i ciUMUO	NM	NM
i ciUMUP	NM	NM
i ciUMUQ	NM	NM
i ciUMUR	NM	NM
i ciUMUS	NM	NM
i ciUMUT	NM	NM
i ciUMUU	NM	NM
i ciUMUV	NM	NM
i ciUMVM	NM	NM
i ciUMVN	NM	NM
i ciUMVO	NM	NM
i ciUMVP	NM	NM
i ciUMVQ	NM	NM
i ciUMVR	NM	NM
i ciUMVS	NM	NM
i ciUMVT	NM	NM
i ciUMVU	NM	NM
i ciUMVV	NM	NM





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

baíáÉa Éaí=áÇí á-ÄääóW
kl qb= ñçäü=ÉíÉaÁÉö=ÉçääééíäÇÇä=ñÉá á ä ñ ÉéçäK

i ~äÇm-äÉä	baíáÉa Éaí	i á-Äääó
i çí=UNMM	NM	NM
i çí=UNMN	NM	NM
i çí=UNMD	NM	NM
i çí=UNMP	NM	NM
i çí=UNMQ	NM	NM
i çí=UNMR	NM	NM
i çí=UNMS	NM	NM
i çí=UNMT	NM	NM
i çí=UNMU	NM	NM
i çí=UNMW	NM	NM
i çí=UNNM	NM	NM
i çí=UNNN	NM	NM
i çí=UNNO	NM	NM
i çí=UNNP	NM	NM
i çí=UNNQ	NM	NM
i çí=UNNR	NM	NM
i çí=UNNS	NM	NM
i çí=UNNT	NM	NM
i çí=UNNU	NM	NM
i çí=UNNV	NM	NM
i çí=UNOM	NM	NM
i çí=UNON	NM	NM
i çí=UNOO	NM	NM
i çí=UNOP	NM	NM
i çí=UNOQ	NM	NM
i çí=UNOR	NM	NM
i çí=UNOS	NM	NM
i çí=UNOT	NM	NM
i çí=UNOU	NM	NM





Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2

PLAN NO. PS543210K

k l q b = ρ ϕ α β γ δ ε ζ η θ ι κ λ μ ν ξ ο π ρ σ τ υ φ χ ψ ω

[illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

báíáÉä Éáí=áÇí á-ÄääóW
kl qb= ñçäü=ÉäÉäÄÉö=ÉçääééíäÇÇä=ñÉä á ä ñ ÉéçäK

i ~äÇm-äÉä	báíáÉä Éáí	i á-Äääó
i çí=VMCR	NM	NM
i çí=VMOS	NM	NM
i çí=VMOT	NM	NM
i çí=VMOU	NM	NM
i çí=VMOV	NM	NM
i çí=VMPM	NM	NM
i çí=MPN	NM	NM
i çí=VMPO	NM	NM
i çí=VMPP	NM	NM
i çí=MPQ	NM	NM
i çí=VMPR	NM	NM
i çí=VMPs	NM	NM
i çí=VMPT	NM	NM
i çí=MPU	NM	NM
i çí=MPV	NM	NM
i çí=VMQM	NM	NM
i çí=VMQN	NM	NM
i çí=VMQD	NM	NM
i çí=VMQP	NM	NM
i çí=VMQQ	NM	NM
i çí=VMQR	NM	NM
i çí=VMQS	NM	NM
i çí=VMQT	NM	NM
i çí=VMQU	NM	NM
i çí=VMQV	NM	NM
i çí=VMRM	NM	NM
i çí=VMRN	NM	NM
i çí=VMRO	NM	NM
i çí=VMRP	NM	NM





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

báíáÉä Éáí=áÇí á-ÄääóW
kl qb= ñçäü=ÉíÉäÄÉö=ÉçääééíäÇä=ñÉä á ä ñ ÉéçäK

i ~äÇí-äÉä	báíáÉä Éáí	i á-Äääó
i çí=VMRQ	NM	NM
i çí=VMRR	NM	NM
i çí=VMRS	NM	NM
i çí=VMRT	NM	NM
i çí=VMRU	NM	NM
i çí=VMRV	NM	NM
i çí=VMSM	NM	NM
i çí=VMSN	NM	NM
i çí=VMSO	NM	NM
i çí=VMSP	NM	NM
i çí=MMMN	NM	NM
i çí=MMMO	NM	NM
i çí=MMMP	NM	NM
i çí=MMMQ	NM	NM
i çí=MMMR	NM	NM
i çí=MMMS	NM	NM
i çí=MMMT	NM	NM
i çí=MMMU	NM	NM
i çí=MMMV	NM	NM
i çí=MMNM	NM	NM
i çí=MMNN	NM	NM
i çí=MMNO	NM	NM
i çí=MMNP	NM	NM
i çí=MMNQ	NM	NM
i çí=MMNR	NM	NM
i çí=MMNS	NM	NM
i çí=MMNT	NM	NM
i çí=MMNU	NM	NM
i çí=MMNV	NM	NM





Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçäç ɾ EñÉäÁë~Éçäöéçî äçÇç~mÉä ä ä ɾ ÉççK

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2

PLAN NO. PS543210K

[illegible][illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

baíáÉa Éaí=áÇí á-ÄääóW
kl qb=ççäç=ÉíÉaÁÉè=ÉçääéçíäÇÇä=ñÉä á ä òÉçäK

i ~äÇm-äÉä	baíáÉa Éaí	i á-Äääó
i çí=NMFU	NM	NM
i çí=NMIV	NM	NM
i çí=NMUM	NM	NM
i çí=NMUN	NM	NM
i çí=NMUO	NM	NM
i çí=NMUP	NM	NM
i çí=NMUQ	NM	NM
i çí=NMUR	NM	NM
i çí=NMUS	NM	NM
i çí=NMUT	NM	NM
i çí=NMUJ	NM	NM
i çí=NMUV	NM	NM
i çí=NMVM	NM	NM
i çí=NMVN	NM	NM
i çí=NMVO	NM	NM
i çí=NMWP	NM	NM
i çí=NMWQ	NM	NM
i çí=NMWR	NM	NM
i çí=NMWS	NM	NM
i çí=NMWT	NM	NM
i çí=NMWU	NM	NM
i çí=NMWV	NM	NM
i çí=NMWM	NM	NM
i çí=NMWN	NM	NM
i çí=NMWO	NM	NM
i çí=NMWP	NM	NM
i çí=NMWQ	NM	NM
i çí=NMWR	NM	NM
i çí=NMWS	NM	NM





Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2

PLAN NO. PS543210K

kl qb= ɾçǣɾ ɾ ɛ̃ñéǎǎé̃ɾ̃é̃çǎǎé̃çî̃ǎǎç̃ɾ̃m̃é̃ǎ ǎ ǎ ɾ é̃çǎǎK

[illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

baíáÉa Éaí=áÇí á-ÄääóW
kl qb= ñçäö ÉíÉaÁÉö=Éçääéçí aÇÇä=ñÉä á ä ñ ÉéçäK

i ~áÇm-áÉä	baíáÉa Éaí	i á-Äääó
i çí=NNCN	NM	NM
i çí=NNCO	NM	NM
i çí=NNCP	NM	NM
i çí=NNCQ	NM	NM
i çí=NNCR	NM	NM
i çí=NNCS	NM	NM
i çí=NNCT	NM	NM
i çí=NNCU	NM	NM
i çí=NNCV	NM	NM
i çí=NNPM	NM	NM
i çí=NNPN	NM	NM
i çí=NNPO	NM	NM
i çí=NNPP	NM	NM
i çí=NNPQ	NM	NM
i çí=NNPR	NM	NM
i çí=NNPS	NM	NM
i çí=NNPT	NM	NM
i çí=NNPU	NM	NM
i çí=NNPV	NM	NM
i çí=NNQM	NM	NM
i çí=NNQN	NM	NM
i çí=NNCO	NM	NM
i çí=NNCP	NM	NM
i çí=NNCQ	NM	NM
i çí=NNCR	NM	NM
i çí=NNCS	NM	NM
i çí=NNCT	NM	NM
i çí=NNCU	NM	NM
i çí=NNCV	NM	NM





Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçǣɾ ɾ ɛ̃ñéǎǎēɾ~é̃çǎǎéçî ǎǎççǎ~mǎǎǎǎǎ ɾ éççǎK

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçǣɾ ɾ ɛ̃ñéǎǎēɾ~é̃çǎǎéçî ǎǎçç~mǎǎǎǎ ɾ éçǎǎ

EÁI É b ÁEÇáAÉ ÉÓBÍES ÁÇÄ-Þ
çAEÇÄ-ÖOMMRj ÉÄç; äÉPMN=a u=ONNUV
k ÆUS-SQT=US-PVS



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

baíáÉa Éaí=áÇí á-ÄääóW

kl qb= ñçäö ÉíÉaÁÉö=Éçääéçí aÇÇä=ñÉá á ä ñ ÉéçäK

i ~áÇm-áÉa	baíáÉa Éaí	i á-Äääó
i çí=NNMU	NM	NM
i çí=NNMW	NM	NM
i çí=NNNM	NM	NM
i çí=NNNN	NM	NM
i çí=NNNO	NM	NM
i çí=NNNP	NM	NM
i çí=NNNQ	NM	NM
i çí=NNNR	NM	NM
i çí=NNNS	NM	NM
i çí=NNNT	NM	NM
i çí=NNNU	NM	NM
i çí=NNNV	NM	NM
i çí=NNNM	NM	NM
i çí=NNON	NM	NM
i çí=NNOO	NM	NM
i çí=NNOP	NM	NM
i çí=NNOQ	NM	NM
i çí=NNOR	NM	NM
i çí=NNOS	NM	NM
i çí=NNOT	NM	NM
i çí=NNOU	NM	NM
i çí=NNOV	NM	NM
i çí=NNPM	NM	NM
i çí=NNPN	NM	NM
i çí=NNPO	NM	NM
i çí=NNPP	NM	NM
i çí=NNPQ	NM	NM
i çí=NNPR	NM	NM
i çí=NNPS	NM	NM





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

baíáÉa Éaí=áÇí á-ÄääóW
kl qb= ñçäö ÉíÉaÁÉö=Éçääéçí aÇÇá=ñÉá á ä ñ ÉéçäK

i ~áÇm-áÉa	baíáÉa Éaí	i á-Äääó
i çí=NNPT	NM	NM
i çí=NNPU	NM	NM
i çí=NNPV	NM	NM
i çí=NNQM	NM	NM
i çí=NNQN	NM	NM
i çí=NNQO	NM	NM
i çí=NNQP	NM	NM
i çí=NNQQ	NM	NM
i çí=NNQR	NM	NM
i çí=NNQS	NM	NM
i çí=NNQT	NM	NM
i çí=NNQU	NM	NM
i çí=NNQV	NM	NM
i çí=NNRM	NM	NM
i çí=NNRN	NM	NM
i çí=NNRO	NM	NM
i çí=NNRP	NM	NM
i çí=NNRQ	NM	NM
i çí=NNRR	NM	NM
i çí=NNRS	NM	NM
i çí=NNRT	NM	NM
i çí=NNRU	NM	NM
i çí=NNRV	NM	NM
i çí=NNSM	NM	NM
i çí=NNSN	NM	NM
i çí=NNSO	NM	NM
i çí=NNSP	NM	NM
i çí=NNSQ	NM	NM
i çí=NNSR	NM	NM





Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

kl qb= ɾçǣɾ ɾ ɛ̃ñéǎǎēɾ~é̃çǎǎéçî ǎǎççǎ~mǎǎǎǎǎ ɾ éççǎK

[illegible]



Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

k l q b = ρ ϕ α β γ δ ε ζ η θ ι κ λ μ ν ξ ο π ρ σ τ υ φ χ ψ ω

[illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

baíáÉa Éaí=áÇí á-ÄääóW

kl qb= ñçäö ÉíÉaÁÉö=Éçääéçí aÇÇä=ñÉä á ä ñ ÉéçäK

i ~áÇí=áÉa	baíáÉa Éaí	i á-Äääó
i çí=NPICN	NM	NM
i çí=NPICQ	NM	NM
i çí=NUMN	NM	NM
i çí=NUMO	NM	NM
i çí=NUMP	NM	NM
i çí=NUMQ	NM	NM
i çí=NUMR	NM	NM
i çí=NUMS	NM	NM
i çí=NUMT	NM	NM
i çí=NUMU	NM	NM
i çí=NUMV	NM	NM
i çí=NUMM	NM	NM
i çí=NUMN	NM	NM
i çí=NUMO	NM	NM
i çí=NUMP	NM	NM
i çí=NUMQ	NM	NM
i çí=NUMR	NM	NM
i çí=NUMS	NM	NM
i çí=NUMT	NM	NM
i çí=NUMU	NM	NM
i çí=NUMV	NM	NM
i çí=NUMM	NM	NM
i çí=NUMN	NM	NM
i çí=NUMO	NM	NM
i çí=NUMP	NM	NM
i çí=NUMQ	NM	NM
i çí=NUMR	NM	NM
i çí=NUMS	NM	NM
i çí=NUMT	NM	NM
i çí=NUMU	NM	NM
i çí=NUMV	NM	NM
i çí=NUMM	NM	NM
i çí=NUMN	NM	NM
i çí=NUMO	NM	NM
i çí=NUMP	NM	NM
i çí=NUMQ	NM	NM
i çí=NUMR	NM	NM
i çí=NUMS	NM	NM
i çí=NUMT	NM	NM





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

báíáÉä Éáí=áÇí á-ÄääóW
kl qb=÷çä÷÷ ÉíÉäÁÉ÷÷É÷ää÷éçí ÆÉÇä÷÷mÉä á ä ÷ÉçäK

i ÷áÇm-äÉä	báíáÉä Éáí	i á-Äääó
i çí÷NUMCU	NM	NM
i çí÷NUMDV	NM	NM
i çí÷NUMPM	NM	NM
i çí÷NUMPN	NM	NM
i çí÷NUMPO	NM	NM
i çí÷NUMPP	NM	NM
i çí÷NUMPQ	NM	NM
i çí÷NUMPR	NM	NM
i çí÷NUMPS	NM	NM
i çí÷NUMPT	NM	NM
i çí÷NUMPU	NM	NM
i çí÷NUMPV	NM	NM
i çí÷NUMQM	NM	NM
i çí÷NUMQN	NM	NM
i çí÷NUMQO	NM	NM
i çí÷NUMQP	NM	NM
i çí÷NUMQQ	NM	NM
i çí÷NUMQR	NM	NM
i çí÷NUMQS	NM	NM
i çí÷NUMQT	NM	NM
i çí÷NUMQU	NM	NM
i çí÷NUMQV	NM	NM
i çí÷NUMRM	NM	NM
i çí÷NUMRN	NM	NM
i çí÷NUMRO	NM	NM
i çí÷NUMRP	NM	NM
i çí÷NUMRQ	NM	NM
i çí÷NUMRR	NM	NM
i çí÷NUMRS	NM	NM





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

baíáÉa Éaí=áÇí á-ÄääóW
kl qb=ççäç=ÉÉaAÉè=Éçääéçí aÇÇä=maá á ä ò ÉéçäK

i ~áÇm-áÉa	baíáÉa Éaí	i á-Äääó
i çí=NUMRT	NM	NM
i çí=NUMRU	NM	NM
i çí=NUMRV	NM	NM
i çí=NUMSM	NM	NM
i çí=NUMSN	NM	NM
i çí=NUMSO	NM	NM
i çí=NUMSP	NM	NM
i çí=NUMSQ	NM	NM
i çí=NUMSR	NM	NM
i çí=NUMSS	NM	NM
i çí=NUMST	NM	NM
i çí=NUMSU	NM	NM
i çí=NUMSV	NM	NM
i çí=NUMTM	NM	NM
i çí=NUMTN	NM	NM
i çí=NUMTO	NM	NM
i çí=NUMTP	NM	NM
i çí=NUMTQ	NM	NM
i çí=NUMTR	NM	NM
i çí=NUMTS	NM	NM
i çí=NUMTT	NM	NM
i çí=NUMTU	NM	NM
i çí=NUMTV	NM	NM
i çí=NUMUM	NM	NM
i çí=NUMUN	NM	NM
i çí=NUMUO	NM	NM
i çí=NUMUP	NM	NM
i çí=NUMUQ	NM	NM
i çí=NUMUR	NM	NM





Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2 PLAN NO. PS543210K

kl qb= ɾçǣç ɾ ɛ̃ñéǎǎē~éçǎǎéçî ðççǎ~mǎǎ á ā ɾ éçǣk

[illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

báíáÉä Éáí=áÇí á-ÄääóW
kl qb= ñçäññ ÉíÉäÁÉö=Éçääéçí äÇÇä=ñÉä á ä ñ ÉéçäK

i ~äÇm-äÉä	báíáÉä Éáí	i á-Äääó
i çí=NUNR	NM	NM
i çí=NUNS	NM	NM
i çí=NUNT	NM	NM
i çí=NUNU	NM	NM
i çí=NUNV	NM	NM
i çí=NUNOM	NM	NM
i çí=NUNON	NM	NM
i çí=NUNOO	NM	NM
i çí=NUNOP	NM	NM
i çí=NUNOQ	NM	NM
i çí=NUNOR	NM	NM
i çí=NUNOS	NM	NM
i çí=NUNOT	NM	NM
i çí=NUNOU	NM	NM
i çí=NUNOV	NM	NM
i çí=NUNPM	NM	NM
i çí=NUNPN	NM	NM
i çí=NUNPO	NM	NM
i çí=NUNPP	NM	NM
i çí=NUNPQ	NM	NM
i çí=NUNPR	NM	NM
i çí=NUNPS	NM	NM
i çí=NUNPT	NM	NM
i çí=NUNPU	NM	NM
i çí=NUNPV	NM	NM
i çí=NUNQM	NM	NM
i çí=NUNQN	NM	NM
i çí=NUNQO	NM	NM
i çí=NUNQP	NM	NM





Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2

PLAN NO. PS543210K

kl qb= ɾçǣɾ ɾ ɛ̃ñéǎǎēɾ~é̃çǎǎéçî ǎǎççǎ~mǎǎǎǎǎ ɾ éççǎK

[illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:39 PM

OWNERS CORPORATION 2
PLAN NO. PS543210K

baíáÉa Éaí=áÇí á-ÄääóW

kl qb= ñçäç=ñÉaÉaÉe=ÉçääéçíäÇí=ñÉa á ä ñÉçäK

i ~äÇí=áÉa	baíáÉa Éaí	i á-Äääó
i çí=NUNTT	NM	NM
i çí=NUNTU	NM	NM
i çí=NUNTV	NM	NM
i çí=NUNUM	NM	NM
i çí=NUNUN	NM	NM
i çí=NUNUO	NM	NM
i çí=NUNUP	NM	NM
i çí=NUNUQ	NM	NM
i çí=NUNUR	NM	NM
i çí=NUNUS	NM	NM
i çí=NUNUT	NM	NM
i çí=NUNUU	NM	NM
i çí=NUNUV	NM	NM
i çí=NUNMM	NM	NM
i çí=NUNMN	NM	NM
i çí=NUNVO	NM	NM
i çí=NUNMP	NM	NM
i çí=a	N	N
i çí=p TMQ	QM	QM
qçí~ä	NUCPNMM	NUCPNMM

cäçä PNa ÉaÉa ÄÉ=OMT=Éí Éó= çÇó= çäçè-íÉ=çÉÉa ÉÇí=ÄÉ=áí i áÉä= çäçè-íäçäK áó=ñÉaÉaÉç= çÇó= çäçè-íÉ=áó=ñáí
fäéíä ä Éaí=çäçäç=çí=ÄÉ=ÉÇí=ñÉaÉaÉç=áí i áÉä= çäçè-íäçäK

pí~íÉa Éaí=bäÇK





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

` çéóóÖÜp í-íÉçÑs ÆíçááK çé-æçÑíÜæ-eí ÁæA-íçáá-á ~ó-ÁÉ-ÉéççQ ÁÉÇ-ÉñÁÉéí-æ-eÉæá áíÉÇ-Áó-íÜÉ=
` çéóóÖÜp-Á í-íNVSUE íÜñç-çAçá éæçí áÜ-æí-íí íçó-Ééí æÉá Éáíçééí æí ~áíçç-çí æíÉá-ÖÉÉá ÉáíKçíÜÉ=
æíçáá ~íçáá-æçááçí ~æÇ-í-íÜÉ-íæ É-æÇ-æíÜÉ-íçáá çÁí-æíÉÇ-íçáá íÜÉ-í ^k a ^q ^ æ b d a çj ç óéíÉá K ç áÉçÑ
íÜÉp í-íÉçÑs Æíçáá í-íæ-ÖÉáíç-çéAçáíç-Áíçáíç-ÁÁÉíç-Ééççááááá-íçé-áó-eí ÁéÉí Éáíçí ÁæA-íçáá-çé-
ÉéççQ ÁíçááçÑíÜÉ-æíçáá ~íçááKçíÜÉ-s Æíçáá-áç í Éæáá Éáíç-Áááçí æÇÖÉ-íÜÉ-çé-Çáçá-æ í áÉæçÑs Æíçáá=
~áÇé-óé-ÉééÉÁíçíçíÜÉæçáÇæÖAçááÉÁíçááçíçíÜÉæ çí áíáí-æ æíçóç-áÇ- í áí æíçíÜÉ-s Æíçáá-á=
d çí Éæáá Éáí-ÉñíÉáÇé-íÜÉ-ÉééÉÁíçíçíÜÉæ çÇÉéí-é-éíí-éæÉéÉáíç-áÇ-Éá ÉéÖæÇK

Produced: 18/10/2024 12:51:42 PM

OWNERS CORPORATION 3
PLAN NO. PS543210K

qÜÉ-á-áÇ-æmpRQPNMh-æ-ÑÉÁíÉÇ-Áó-Q í áÉæ= çéççé-íçááW

i ~áÇ-ÑÉÁíÉÇ-Áó í áÉæ= çéççé-íçááW
` çá á çá-mççéÉáó-P í çí= ípTQK

i æ á-íçááæçá í áÉæ= çéççé-íçááW
r áæá áÉÇ

mççí-æ ÇÇáÉæ-íçéçÉá áÉæçÑK çíáÉæW
prfqb-çNQçPMh fqí b= í í ík pçqobbbqj bi_l r okbçf çMmM
mpRQPNMh la NM#NUNLMQMP

I í áÉæ= çéççé-íçááç ~á-ÖÉæW
k fi

oi æéW
j çÇÉáí æé-ééæí áÉæç-á ~ííÉæ-éçí çÇÉçÑæ í áÉæ= çéççé-íçááí æéçÉÉçÉÁíçáá-çMçç í áÉæ= çéççé-íçáá-ÁíçMçç=
I í áÉæ= çéççé-íçááí æéW
k fi

^ ÇÇáçá-æ í áÉæ= çéççé-íçáá-íçááW
I ` MPQMMb-çSUNMQMS

kçí-íçááæW
k fi

báíáÉá Éáíç-áÇ-á-ÁæáóW

k l qb= ççáç-çíÜÉáÁÉç-Éçááæççí çÇÉçá-çmÉá á á æ ÉéçæK

i ~áÇ-m-áÉá	báíáÉá Éáí	i á-Áæáó
` çá á çá-mççéÉáó-P	M	M
i çí=	OSQT	OSQT
i çíçTQ	N	N
qçí-á	OSQMMM	OSQMMM

çéçá çNá ÉÁÉá ÁÉæçMíí-Éí Éáó-çÇó= çéççé-íçáá-ÉÇç-ÁÉç-á í áÉæ= çéççé-íçááK áó-ÉñíÉáÁÉçç-çÇó= çéççé-íçáá-áó-mç-áí
íáéíá á Éáíççéççá-æçç-ÁÉç-ç-æ-ÉñíÉáÁÉçç-á í áÉæ= çéççé-íçááK



Produced: 18/10/2024 12:51:42 PM

p í~íÉă ÉăíϑăQK





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/10/2024 12:51:44 PM

OWNERS CORPORATION 4
PLAN NO. PS543210K

baíáÉa Éái=áÇí á-ÄääóW

kl qb= ñçäç-ó ÉíÉáÁÉë=Éçääéçí äÇÇä=ñÉá á ä ñ ÉéçäK

i ~äÇm-áÉä	baíáÉa Éái	i á-Äääó
i çíþTQ	N	N
qçí~ä	ROSMMM	ROSMMM

cêçä ðNa ÉÁÉä ÄÉëOMIT-Éí Éó= çÇó= çääçê-íÉ-ä-ÇÉÉä ÉÇç-ÄÉ=á† ï áÉä= çääçê-íäçäK áó-ä-ÉíÉäÁÉ=ç= çÇó= çääçê-íÉ-ä=áo-mä-ál
fäéíä á Éái-çêçäç-ä-ç-ÄÉ-ä-Ç=ë=ä-ÉíÉäÁÉ=ç=á† ï áÉä= çääçê-íäçäK

pí~íÉä Éái=äÇK



[illegible]

qÜEs ANÇEs-â-d çi Êssâ Êâi-âAaÇi aÇQEs-ÜE-qe-ÇâÇâ-â-# i âEsÇEs ANÇEs-âÇE-öe-EeÊÊâi-ç-ÜE-âÇâÇâ
AÇââÊâÇâ-ç-ÜE-â- çi âââ-â âiÇEs-âÇE- i âi ÊEKqÜEs ANÇEs-â-d çi Êssâ Êâi-ÊâiÊâÇE-ÜE-EeÊÊâi-ç-ÜE-âÇâÇâÇâ-ç-â-â
ÊÊÊÊâi-âÇE-Êâ ÊÊâÇâÇâ

pí~ìl è o ÉÖäiÉÉÇ a É~äÖk i ä ÄÉÉ ^t TUTNPRs
a ~iÉ~âÇqä É± çÖÉÇ MMLRLOP~MOCSONCm

i ç QÖÊä É ~ ää
i ç QÖÊä = ç QÊ NUQTUb
k ~ ä É c f o p q ÷ b d ^
^ ç QÖÊä ë
i ç QÖÊä = ç ñ
m U ç ä É
b ä ~ ää
o É ñ ä ä Ä É

qo ^ k p c b o

gì êæÇáÁıçã sf ql of^

meā ~Aó= çĀĒAīçāpī~īĒā Ēāī
 qÜĒ-āNūñ ~īçā-ā~īÜĒ-Nūñ ~ĒAçĀĒAīĒÇ~ āÇĒēē~īl īçāō~ī lÜçāō~āÇ~ ēĒÇ-Nūñ~īÜĒ-eī ēççĒÇ-Nā ~āī~āāŌē) Āāāō
 ēĒ~ēAÜ~ĀĒ~ĒŌēīĒē~āÇ-āÇĒēĒēK

i ~ã Ç= qã Æ= ÉÑÊÊÅ ÅÉ
NOQSTLNMN

qê-âñÑçãF
k~ã É bvkbp_r ov=ql t kpefmñqv÷qa
^` k SPRVQUOTP

bēi~íÉ→àÇŁçêfāíÉēēí→ÄEāŌē~àēÑēēÉÇ
cÉÉpā ēĖ

` çãëáÇÉê~í&ã
A^ r a ÷ QMMMMM

qē-āē	ÑÉÉÉF	
qĕ-āA	ǞAǞÜ-ǞF	gçáíqĕ-ǎĭē
d ā ĒA	k ~ā ÉÉF	a ^ k fbi ə l i ^ ka
c~ā	Ǟk ~ā É	mboof
^ Q	ǞÉē	
pīē	Ǟk i ā ÄÉē	O
pīē	Ǟk ~ā É	pbsbok





píĕĕ-íqóéĕ	pqobbq
i çĀ-āō	_ ^it vk *l oqe
pí~íĕ	sf
mçeiĀçĕ	PNMQ

d á Ě k ~ã Ě F	h^qofk ^
c~ã ä k ~ã Ě	l _i bk ^
^ QČ Ě ēē	
p i Ě Ě k i ã Ä Ěē	TS
p i Ě Ě k ~ã Ě	` l _o^j
p i Ě Ě qóéĚ	a ofsb
i Č A-äó	bvkbp_r ov
p í~íĚ	sf
mč eiÄ Č Ě	PPPU

qÜE-ÉÖiÉÉÇ-éééÉíÇ-éçNÜE-Àí qÜE-ÉÇ-àÇ-ÀÇí Éà-àí aÜHÜE-ÉÖiÉÉÇ-éééÉíÇ-éçNÜE-ÀÉÁÉNÉÇ-àÇ-é-éÉíÇí
 aÜHÜE-ÉÉÁÁÉ-É-ÀÇí Éà-àí aÜHÜE-ÀíÉÁíÜ-íÜE-Àí qÜE-ÉÇ-àÇ-ÀÇí Éà-àí aÜHÜE-ÀÇ-É-ÜE-Àí qÜE-ÉÇ-
 àÇ-àÇ-ÜE-ÀÉÁÉNÉÇ-àÇ-ÀÇí Éà-àí aÜHÜE-ÀÉÁÉNÉÇ-àÇ-àÇí aÜHÜE-ÀÉÁÉNÉÇ-àÇ-àÇí aÜHÜE-ÀÉÁÉNÉÇ-àÇ-àÇí

_ l eÇãEÇã-aÇ	iÜE# ~ãÇ
_ ÊãEÑEÇã-aÇ	j ` mÄ ^ STPN
o ÊeãEãEãE-ÄÇ Êã~ãí	j ` mÄ ^ STPN
bñeãã~íE	

a i í ó ñ q ê ~ ä ë ~ Á á ç å ð fa
RSUUQMP

[illegible][illegible]



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

bñÉÀi íãà

NK qÜÉ= ÉãñÉÜ~ëí~ãÉã~ëçã~Äë~ëíÉëëíçí ÉãñÜÉ~ÇÉãíãóçÑÜÉ~ë~äëñÉççççÜüíÜÉççãë~Çã äãíë~íçççë
~ííçãÉóK
OK qÜÉ= ÉãñÉÜçãç~ëççÉãñ~Äçã éãíÉÇ= äÉãí~í íÜçã~íçã~ñÜÉ= çãíÉó~ãÄÖçç~äë~Äíçã~Äã ÇãÖíÜë
óÉãíë~íçççë ä ÉãíççãçÄí ä ÉãíK
PK qÜÉ= ÉãñÉÜ~ëí~ãÉÇ~ÜÉ~í ÇÉãÄÉ~ëí ééççãÖíÜë~óÉãíë~íçççë ä ÉãíççãçÄí ä ÉãíK
OK qÜÉ= ÉãñÉÜ~ëí~ãÉã~ëçã~Äë~ëíÉëëíçí ÉãíÉ~íÜ~íÜë~óÉãíë~íçççë ä ÉãíççãçÄí ä Éãí~ÄççÉÄí~ãÇ
Äçã éã~ãí~í äÜÉÄí ~ãí~í ~ãÇ~ãó~íÉãÄÉÇ~óÉäí äÉã ÉãíK

bñÉÀi íÉÇçã~ÄÜ~ÄçÑbvkbp_r ovçl t k pefmçqv÷qa
pãÉë~ã É ^a^j ç^nr bp
pãÉë~ó~ã~íçã j ^aal `hp
pãÉë~ççÉ ^r pqo^i f^k÷bd^i ðo^` qfqfl kbo
bñÉÀi íçã~íÉ MOj ^v~CMCP

cãÉ~çíÉëW

k fi

qÜë~ë~ëëÉãí~íçãçÑÜÉ~ÇÄí~äë~ÄÉÇ~óÉÄíçã~íçççë ä ÉãíççãçÄí ä Éãí~ÄççÉÇ~Äó~í~ãÇ~ëÉ~ÄíççãK
pí~íÉä Éãí~ãÇK

AA6731

Memorandum of common provisions Section 91A Transfer of Land Act 1958

Privacy Collection Statement

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

Lodged by	Nevett Ford Lawyers Melbourne
Name:	Crystal Qin
Phone:	0430 482 883
Address:	Level 16, 525 Collins Street, Melbourne VIC 3000
Reference:	614442MCP
Customer code:	00815A

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

The transferee ("Purchaser") with the intent that the benefit of this covenant shall be attached to and run at law and in equity with every lot on Plan of Subdivision No. PS543210K which is in the same stage and created by registration of the same plan of subdivision as the lot hereby transferred other than the lot hereby transferred and that burden of this covenant shall be annexed to and run at law and in equity with the lot hereby transferred does hereby for itself and its transferees, executors, administrators and assigns and as separate covenants covenant with the Transferor and the registered proprietor or proprietors for the time being of each lot on Plan of Subdivision No. PS 543210K in the same stage and created by registration of the same plan of subdivision as the lot hereby transferred or any part or parts thereof other than the lot hereby transferred, that the Purchaser and its transferees, executors, administrators and assigns shall not at any time:

1. build, construct or erect or cause to be built, constructed or erected or permit to remain erected on the lot hereby transferred, any building other than one dwelling only together with the usual outbuildings;
2. carry out or cause to be carried out on the lot hereby transferred any Works or allow any Works to remain on the lot hereby transferred, unless prior to the commencement of construction of the Works the Eynesbury Design Review Panel has approved the Works and the Works are carried out in accordance with the terms of that approval;
3. construct or cause to be constructed on the lot hereby transferred any building or allow any building to remain on the lot hereby transferred, unless the building is constructed by an Approved Builder;
4. keep or allow to be kept on the lot hereby transferred any cat;
5. register or permit to be registered in respect of the lot hereby transferred any plan of subdivision without the consent of the Eynesbury Design Review Panel;
6. use or permit to be used the lot hereby transferred for any use other than for a dwelling (which may include associated home occupation as that term was defined in the Melton Planning Scheme on the date of this transfer);
7. without limiting paragraph 6, carry on or permit any person to carry on from the lot hereby transferred the business or occupation of an estate agent (as that term was defined in the Estate Agent Act 1980 (Vic) as at 1 November 2007); or

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

pcxq_eyne0002_614442_024.docx

AA6731

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

8. breach the rules of any body corporate or owners' corporation pursuant to the Subdivision Act 1988 or any succeeding legislation which affects the lot hereby transferred.

In this Covenant, the following terms have the meanings set out below:

Approved Builder means a builder who at the time when a building is to be constructed is on the Transferor's panel of approved builders, details of which the Transferor will provide to the Purchaser upon request.

Eynesbury Design Guidelines means the design guidelines specified by the Eynesbury Design Review Panel from time to time as being applicable to the Property.

Eynesbury Design Review Panel means:

1. the panel of that name appointed by the Transferor from time to time; or
2. if no panel exists as contemplated by paragraph 1, the panel of that name appointed by the Eynesbury Community Association Incorporated from time to time (which may be a committee or sub-committee of the Eynesbury Community Association Incorporated); or
3. if no panel exists as contemplated by either paragraph 1 or 2, the committee of that name appointed by the body corporate or owners' corporation affecting the lot hereby transferred from time to time.

Vegetation includes grass, lawn, garden, trees, shrubs, plants and flowers

Works means:

1. construction of or alteration to buildings, fences or other improvements;
2. changing the external appearance of any building, fence or other improvement, including by painting, rendering or any application to the surface, and
3. planting or removal of Vegetation, but does not include:
 - 3.1. internal changes to a previously constructed building where the external appearance of the building is not affected; or
 - 3.2. changes to Vegetation, so long as the Eynesbury Design Guidelines

If a provision of this covenant is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this covenant.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AD767693M
Number of Pages (excluding this cover sheet)	21
Document Assembled	18/10/2024 12:51

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.



AD767693M

25/07/2005 \$92.30 173



Section 181

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

Planning and Environment Act 1987

Lodged by:

Name: Corrs Chambers Westgarth

Phone: 03 9672 3000

Address: 600 Bourke Street, Melbourne

Ref: PMD/AGU/6680105



DAD767693M-1-0

Customer Code: 677K

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 10729 Folio 829

Authority: Melton Shire Council, Civic Centre, 232 High Street, Melton, Victoria, 3337

Section and Act under which agreement made: section 173, Planning & Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: *NEVILLE J. SMITH*

Date:

28/6/05

25 JUL 2005



Maddocks

Date 27 / 6 /2005

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Agreement under Section 173 of the Planning and Environment Act 1987

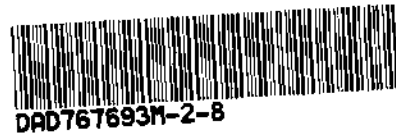
Purpose: Infrastructure provision and development contributions

Subject Land: Eynesbury

MELTON SHIRE COUNCIL

and

EYNESBURY HOLDINGS PTY LTD
ACN 105 628 993



DAD767693M-2-8

AD767693M

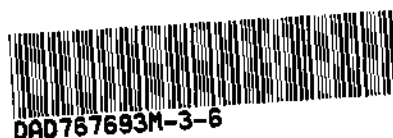
25/07/2005 \$92.30 173



Affiliated offices
Adelaide, Brisbane, Colombo, Dubai,
Hong Kong, Jakarta, Kuala Lumpur,
Manila, Mumbai, New Delhi, Perth,
Singapore, Sydney, Tianjin

Table of Contents

1.	DEFINITIONS	2
2.	INTERPRETATION	3
3.	SPECIFIC OBLIGATIONS OF THE OWNER	4
4.	OBLIGATIONS OF COUNCIL	4
5.	AGREEMENT FULFILS ALL INFRASTRUCTURE CONTRIBUTIONS.....	4
6.	FURTHER OBLIGATIONS OF THE OWNER.....	5
7.	AGREEMENT UNDER SECTION 173 OF THE ACT.....	6
8.	OWNER'S WARRANTIES.....	6
9.	SUCCESSORS IN TITLE	6
10.	GENERAL MATTERS	7
11.	COMMENCEMENT OF AGREEMENT	7
12.	ENDING OF AGREEMENT	8

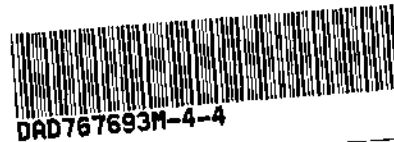


AD767693M



Agreement under Section 173 of the Planning and Environment Act 1987

DATE 27 / 6 / 2005



BETWEEN

MELTON SHIRE COUNCIL

of Civic Centre, 232 High Street, Melton, Victoria, 3337

(Council)

AND

EYNESBURY HOLDINGS PTY LTD

ACN 105 628 993

of C/- Mutual Trust, Level 33, 360 Collins Street, Melbourne, 3000

(Owner)

RECITALS

- A. Council is the Planning Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is part of the land affected by Development Plan Overlay - Schedule 6 known as "Eynesbury Station". Part 3.0 of Schedule 6 to the Development Plan Overlay requires the Eynesbury Development Plan to identify relevant items of public infrastructure to be funded in the development by developer contributions.
- D. There is no Development Contributions Plan Overlay in the Scheme. Neither is there an approved Development Contributions Plan in respect of Eynesbury Station.
- E. The Eynesbury Development Plan requires a section 173 agreement to be entered into between the Owner and the Council for the provision of social and physical infrastructure.
- F. The Owner and Council have agreed on the infrastructure to be provided in respect of the development of Eynesbury Station for the purposes envisaged in the Incorporated Plan and have also agreed on the amount to be contributed by the Owner to the provision or augmentation of infrastructure throughout the municipality.

AD767693M

25/07/2005 \$92.30

173



- G. The parties enter into this Agreement to satisfy the requirements of the said provision in Schedule 6 to the Development Plan Overlay and the Eynesbury Development Plan to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE



AD767693M-5-2

1. DEFINITIONS

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

Act means the *Planning and Environment Act 1987*.

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

Contribution Requirement means any requirement of any nature (whether imposed under the Act, the Planning Scheme or any instrument under the Planning Scheme including, without limitation, the Eynesbury Development Plan, the Incorporated Plan or any planning permit or Planning Scheme amendment) to carry out or contribute to the cost of works, services or facilities whether within or outside the Development Land.

Development Plan Land means the land within the area covered by the Eynesbury Development Plan approved by Melton Shire Council

Entry Road means a road in addition to Eynesbury Road from Exford Road to the boundary of the Development Plan Land as depicted in the Development Plan.

Eynesbury Development Plan means the development plan which is or is to be approved under Schedule 6 of the Development Plan Overlay in the Planning Scheme (and includes that development plan as amended from time to time).

Eynesbury means the township being created by, inter alia, the approval of the Eynesbury Development Plan.

Final Lot means a lot (other than a Residential Lot) which is not intended for further subdivision.

Incorporated Plan means the Eynesbury Station Incorporated Plan September 2001 and includes that plan as amended from time to time.

Infrastructure works includes any of the infrastructure works set out or described in Schedule 4.

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 Subject Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it (other than a Residential Lot or Final Lot) and includes a Mortgagee-in-possession.

AD767693M

25/07/2005 \$92.30 173



party or parties means the Owner and Council under this Agreement as appropriate.

Plan of Subdivision means a plan of subdivision of the Subject Land which is not a procedural plan but a plan that upon registration creates a Residential Lot. It includes a Stage Plan of Subdivision.

Planning Scheme means the Melton Planning Scheme.

Residential Lot means a lot created from the subdivision of the Subject Land which is intended to be used for a dwelling and is not intended for further subdivision.

Stage Plan of Subdivision means a plan of subdivision in respect of any stage of the subdivision of the Subject Land.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act* 1988.

Subject Land means the land described in Schedule 1 of this Agreement and includes any lot created by a subdivision of the Subject Land (but excludes any Residential Lot or Final Lot).

2. INTERPRETATION

In this Agreement unless the context admits otherwise:



- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 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 Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot (other than a Residential Lot or a Final Lot) is only responsible for those covenants and obligations which relate to that owner's lot.

AD767693M

25/07/2005 \$92.30 173



3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner acknowledges and agrees that:

Contribution for augmentation of municipal infrastructure

- 3.1 Prior to the issue of a Statement of Compliance in respect of each Plan of Subdivision or at such other time which Council agrees to in writing, the Owner must pay to Council an amount of \$1040.00 as a development contribution in respect of each Residential Lot contained in the Plan of Subdivision;

Infrastructure works

- 3.2 subject to any agreement by the Council to vary the content, standard or timing of the Infrastructure works (such agreement not to be unreasonably withheld), the Owner must provide the Infrastructure works described in Column 1 of the table to Schedule 4 of this Agreement:

- before the issue of a Statement of Compliance for the stage or number of Residential Lots specified as a milestone in Column 2 of the said table; and
- to the extent and standard described in Column 3 of the said table;

and the Infrastructure works must be designed in accordance with plans and specifications first approved by Council, which approval is not to be unreasonably withheld or delayed, and completed to the reasonable satisfaction of Council;

Adjustment of contribution amounts

- 3.3 the amounts set out in **clause 3.1** and in column 3 of Schedule 4 of this Agreement will be adjusted annually by the Australian Bureau of Statistics index for Materials Used in Buildings Other than Housing from the date of registration of the first Plan of Subdivision to be registered in respect of the Subject Land until the works are completed.

4. OBLIGATIONS OF COUNCIL

Council agrees that:

- 4.1 it will, in respect of any infrastructure contributions received pursuant to this Agreement, keep proper records and accounts in accordance with its obligations under the *Local Government Act 1989*; and
- 4.2 it will promptly apply the contributions received pursuant to this Agreement for the purposes described in and in accordance with schedules 2 and 3.

5. AGREEMENT FULFILS ALL INFRASTRUCTURE CONTRIBUTIONS

- 5.1 The Council agrees that:



DD767693M-7-9

AD767693M

25/07/2005 \$92.30 173



- the obligations imposed on the Owner under this Agreement:
 - 5.1.1 satisfy the requirements referred to in Recitals C and E of this Agreement and any other Contribution Requirements in the Incorporated Plan and the Development Plan or otherwise in the Planning Scheme; and
 - 5.1.2 comprise all of the Contribution Requirements with which the Owner is now or may in the future be required to comply; and
- without limiting the foregoing, the Council must not support or instigate the imposition of any Development Contributions Plan Overlay or other planning control imposing a Contribution Requirement affecting the Development Land (and, if any Development Contributions Plan does come into effect which affects the Development Land, then, without limiting any other rights of the Owner, the Council agrees that the Owner will be exempt or released from any requirement for payment of any contribution) and the Council must not impose or support the imposition of a Contribution Requirement in respect of or as a condition of approving any application by the Owner for a planning permit, to amend a planning instrument (including the Incorporated Plan or the Eynesbury Development Plan) or otherwise in relation to any matter arising under the Planning Scheme; and
- without limiting the foregoing, if any government or other authority imposes a requirement to carry out or contribute to the cost of works, services or facilities in lieu of or of a similar nature to a Contribution Requirement which might have been made by the Council (but for this document or otherwise) and if as a result the Council receives a payment or is not required to make a payment it would otherwise have been required to make, then, without limiting any other remedy of the Owner, the amount of the payment received by the Council or which the Council is not required to make is to be set off against the requirement for the Owner to make payments in accordance with **clause 3.1**.

6. FURTHER OBLIGATIONS OF THE OWNER



AD767693M-8-7

6.1 Notice and Registration

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

6.2 Further actions

The Owner further covenants and agrees that:

- 6.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 6.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the

AD767693M

25/07/2005 \$92.30 173



consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

6.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will within 30 days of receipt of a tax invoice for the relevant amount pay to Council Council's reasonable costs and expenses (including reasonable legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement by the Council of this Agreement which are and until paid will remain a debt due to Council by the Owner.

6.4 Interest on late payments

The Owner further covenants and agrees that if any amount is due to be paid under this Agreement and it is not paid, the amount payable will accrue interest from the day it is due to be paid at the rate prescribed under section 227A of the *Local Government Act 1989* until it is paid.

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 as a Deed pursuant to Section 173 of the Act and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.



AD767693M-9-5

8. OWNER'S WARRANTIES

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

9. SUCCESSORS IN TITLE

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

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

9.2 Without limiting the obligations of the Council under this Agreement, if requested by the Owner, the Council must give effect to and do all acts and



sign all documents which will require the Council to comply in favour of successors in title to the Owner with the Council's obligations under this Agreement (including executing a deed agreeing to be bound by the terms of this Agreement).

10. GENERAL MATTERS



DAD767693M-10-2

10.1 Notices

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

- 10.1.1 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 Service of Notice

A notice or other communication is deemed served:

- 10.2.1 if delivered, on the next following business day;
- 10.2.2 if posted, on the expiration of 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 the Owner to Council or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner or vice versa will not in any way amount to a waiver of any of the rights or remedies of Council or the Owner as the case may be 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.

11. COMMENCEMENT OF AGREEMENT

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

AD767693M

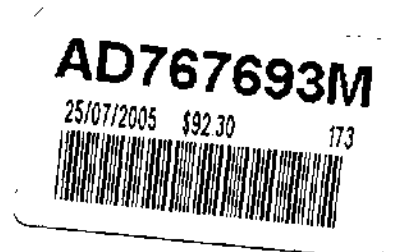
25/07/2005 \$92.30

173



12. ENDING OF AGREEMENT

- 12.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement and Council agrees in writing that the Agreement can be removed from the title to the Subject Land or any part of it.
- 12.2 As soon as reasonably practicable after the Agreement has ended, 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.
- 12.3 This Agreement ends in respect of Residential Lots and Final Lots upon the issue of a Statement of Compliance for a Plan of Subdivision creating the Residential Lots or Final Lots. It is not intended that this Agreement will be registered on the title to any Residential Lot or Final Lot. When the Council issues a Statement of Compliance in respect of a Plan of Subdivision which creates a Residential Lot or a Final Lot, the Council must, at the request and at the cost of the Owner, sign an application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register in respect of the Residential Lots and the Final Lots.



The Common Seal of Melton Shire Council was hereunto affixed in the presence of:

Chief Executive Officer

Councillor



THE COMMON SEAL of EYNESBURY HOLDINGS PTY LTD was affixed in the presence of authorised persons:

Director

Full name

Usual address

Director (or Company Secretary)

Full name

Usual address



AD767693M

25/07/2005 192.30

173



SCHEDULE 1

Subject Land – Clause 1

The Subject Land is the land in the following certificate of title:

Certificate of Title Volume 10729 Folio 829

being the land delineated and shown as lot A on the plan attached in **schedule 5**.

SCHEDULE 2 - Clause 3.1

Contribution for provision of external Community Infrastructure- Clause 3.1

The amount to be paid by the Owner under clause 3.1 of this Agreement is for the purpose of providing or augmenting services and facilities in or in the general vicinity of the Melton township after consultation between the Owner and the Council from time to time.

SCHEDULE 3 – Clause 3.1

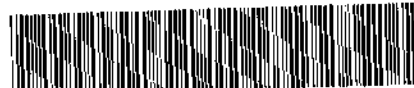
Contribution Toward External Road Infrastructure

The following list outlines external road works and the timing of those works that must be carried out by the Council utilising contributions made by the Owner in accordance with clause 3.1.

The Council must promptly:

- (a) after the Council has received payments in accordance with **clause 3.1** totalling at least \$24,000.00, commence and complete upgrade works to the Greigs Road intersection; and
- (b) after the Council has received payments in accordance with **clause 3.1** totalling \$320,000.00 (inclusive of the amount of \$24,000.00 referred to in **paragraph (a)**), commence and complete rehabilitation and widening of the fatigued section of Greigs Road immediately to the east of Mt Cottrell Road and up to Faulkners Road (with any additional available funds from those payments by the Owner to be expended on additional improvements to Greigs Road) in accordance with specifications agreed by the Owner (acting reasonably) prior to the commencement of work.

If the Council does not spend the payments specified above for the purposes specified above, the Council must refund the payments to the Owner which made the payments.



DAD767693M-13-3

AD767693M

25/07/2005 \$92.30

173





DAD767693M-14-7

SCHEDULE 4 – Clause 3.1

Column 1	Column 2	Column 3
Infrastructure works	Milestone	Description
Homestead Open Space	Stage 1a & 1b at commencement of development	2.4 hectare site to be developed as youth activity node. The site will comprise of: 1 hectare area to include: • Half size informal oval • Skating area • Rebound wall • Cricket pitch • Seating and BBQ terrace areas Local playground No.1 (0.4 ha) – equipment to the value of \$30,000 – landscaped to Council satisfaction Multipurpose outdoor playing courts (1ha) – 1 full sized tennis court, 1 multi purpose court – line markings, fencing and car parking for 20 vehicles.
Adventure Playground	250 lots	0.8 hectare site to be developed as an adventure playground – equipment to the value of \$60,000.
Town Centre Active Open Space	1,000 lots	A total site area of 9.5 hectares. This site should be linked to the school, indoor playing courts and MFC: 8 hectare site (to overall value \$1.31 million unless other wise agreed) including: • 2 playing fields – soccer/football • Perimeter fencing • 40 car parking spaces and landscaping • Lighting • Adventure playground • Centrally located sports pavilion of 300m2. Pavilion to include, change rooms, toilets, showers, storage rooms, kitchen, umpires room, all fittings and fixtures and kiosk – construction subject to Council satisfaction • Open spaces to include irrigation, drainage, one pitch, 50 car spaces and landscaping. 1.5 hectare site (to total value \$480,000 unless mutually agreed otherwise including): • Tennis courts x 4 • Car parking for 30 vehicles • Lighting • Small playground - \$20,000 for equipment • Centrally located tennis pavilion of 300m2. Pavilion to include, change rooms, toilets, showers, storage rooms, kitchen, umpires room, all fittings and fixtures

AD767693M

25/07/2005 \$92.30

173



Column 1	Column 2	Column 3
Infrastructure works	Milestone	Description
		and kiosk – construction subject to Council satisfaction. Note: Consolidation of layout of facilities may occur to Council satisfaction.
Local Park No. 2	595 lots	0.4 ha – equipment to the value of \$30,000 each – landscaped to Council satisfaction
Local Park No. 3	895 lots	0.4 ha – equipment to the value of \$30,000 each – landscaped to Council satisfaction
Local Park No. 4	1065 lots	0.4 ha – equipment to the value of \$30,000 each – landscaped to Council satisfaction
Local Park No. 5	1280 lots	0.4 ha – equipment to the value of \$30,000 each – landscaped to Council satisfaction
Local Park No. 7	1680 lots	0.4 ha – equipment to the value of \$30,000 each – landscaped to Council satisfaction
Local Park No. 8	1895 lots	0.4 ha – equipment to the value of \$30,000 each – landscaped to Council satisfaction
Local Park No. 9	2070 lots	0.4 ha – equipment to the value of \$30,000 each – landscaped to Council satisfaction
Local Park No. 10	2140 lots	0.4 ha – equipment to the value of \$30,000 each – landscaped to Council satisfaction
Homestead Community House	200 lots	Land area 2000m2. Building of 300m2 to provide for: • Meeting rooms & MCH • Storage • Domestic scale kitchen • Furnishings • Landscaping • Car parking – 15 spaces • Toilets, shower & infant change areas • Outdoor play areas • All fittings and fixtures Maximum budget \$450,000 (unless otherwise mutually agreed). Detailed design and construction to be to Council satisfaction. If an existing building is to be used – the building must be renovated to comply with Council specifications for public buildings. Community House must be located adjacent open space facilities and be provided prior to statement of compliance for 200 lots.
Town Multi Function Facility	1000 lots	Land area of 6000m2 with: A building of 750m2 providing for: • Neighbourhood house



AD767693M-15-1

AD767693M

25/07/2005 \$92.30

173



Column 1	Column 2	Column 3
Infrastructure works	Milestone	Description
		• Preschool • Mch services and meeting space • Aged care space • Industrial kitchen • Storage areas • Toilet and change rooms/showers • Furnishings • Landscaping • Carparking • All fittings and fixtures Total budget \$1.5m (unless mutually agreed otherwise). Detailed design and construction to be to Council's satisfaction. Site must be in close proximity to indoor recreational area and schools.
Indoor playing courts x 2	1500 lots	Land area 0.8 ha. To be co-located with government primary school. Building design to Council's satisfaction. The building must make provision for: • 2 courts • toilets • change rooms • showers • kiosk • office space • all fittings and fixtures Parking for 80 vehicles Facility must be provided prior to statement of compliance for 1,500 lots. Total budget of \$900,000 unless mutually agreed otherwise.
Pedestrian, bike & horse trail networks	Each stage of development	All networks to be undertaken and constructed by the developer to Council satisfaction.
Community officer	Commencement of development	Community development worker to be employed by the developer to ensure community interaction.
Transport developer to operate a community bus or buses for community use	Commencement of development	Commencement of development. Developer to purchase bus or buses and operate a private service, and/or subsidise a public transport (bus) operator, until Department of Public Transport full service provided.
Road works	The first Lot	The Owner must construct the Entry Road as a gravel haul road with an appropriate turning lane from Exford Road (including a sealed left hand turn lane in Exford



AD767693M



Column 1	Column 2	Column 3
Infrastructure works	Milestone	Description
		Road with appropriate warning signage and a 60 metre seal from the intersection between the haul road and Exford Road).
Road works	1250 Lots	The Owner must construct the Entry Road as a sealed rural road.
Road works	1800 Lots	The Owner must construct that portion of Mount Mary Road which is within the Shire of Melton as a sealed rural road.



DAD767693M-17-8

AD767693M

25/07/2005 \$92.30

173



Schedule 5 – Plan



AD767693M-18-1



AD767693M

25/07/2005 \$92.30

173

Mortgagee's Consent

St George Bank Limited (ACN 055 513 070), being a mortgagee of the Subject Land, consents to the terms of the Agreement to which this form of consent is annexed.

Executed by **ST GEORGE BANK LIMITED**)
)

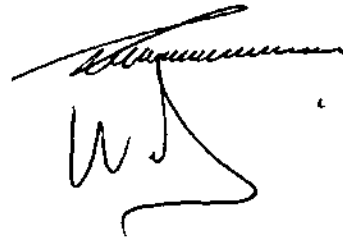
.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director
(print)

.....
Name of Director (print)

EXECUTED in Victoria by ST.GEORGE BANK
LIMITED (ACN 055 513 070) by being signed
sealed and delivered by its Attorneys
LENG LIM
MANAGER SECURITIES
.....
WARREN MEMBREY
.....
SENIOR RELATIONSHIP MANAGER
.....



pursuant to Power of Attorney dated
2nd October 1997, a certified copy of which
is filed in Permanent Order Book No. 277
at Page 13 Item 3.



DAD767693M-20-1



Mortgagee's Consent

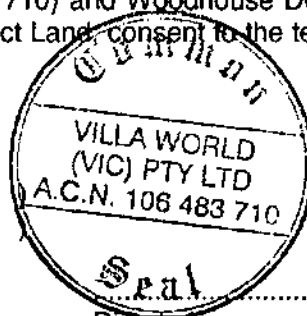
Villa World (Vic) Pty Ltd (ACN 106 483 710) and Woodhouse Developments Pty Ltd (ACN 105 904 523) being mortgagees of the Subject Land, consent to the terms of the Agreement to which this form of consent is annexed.

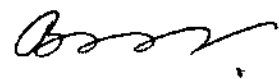
Executed by VILLA WORLD (VIC)
PTY LTD



Company Secretary/Director
~~STUART J. WHITEWOOD~~

~~BRENT D. HADLEY~~
Name of Company Secretary/Director
(print)




Director

~~BARRY F. CRONIN~~
Name of Director (print)

Executed by WOODHOUSE
DEVELOPMENTS PTY LTD



Company Secretary/Director

~~DAVID GOODFELLOW~~
Name of Company Secretary/Director
(print)



Director

~~ANTONY BAILLIEU~~
Name of Director (print)



DAD767693M-21-4



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AF316572B
Number of Pages (excluding this cover sheet)	16
Document Assembled	18/10/2024 12:51

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.



AF316572B



Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Lodged by

Name: BEST HOOPER
Phone: 9670 8951
Address: 563 Little Lonsdale St, Melbourne
Ref: JDC LP 06090731
Customer Code: 04854

The Authority having made an agreement referred to in Section 181[1] of the Planning and Environment Act 1987 requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 10729 Folio 829

Authority: Wyndham City Council, Wyndham Civic Centre, 45 Princes Highway, Werribee, Victoria 3030.

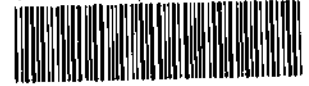
Section of Act under which agreement is made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the agreement is attached to this application.

Signature for the Authority:
Name of officer: Bernie Cronin B. Cronin
Office held: Acting Chief Executive Officer
Date: 1/3/07

AF316572B

04/09/2007 \$97 173



PLANNING AGREEMENT

PARTIES

WYNDHAM CITY COUNCIL ("the Responsible Authority")

and

EYNESBURY HOLDINGS PTY LTD ("the Owner")

SECTION 173 AGREEMENT

BEST HOOPER

Solicitors

563 Little Lonsdale Street
Melbourne Vic 3000

Phone: 9670 8941

Fax: 9670 2954

(Ref JDC:0609.0731)

THIS AGREEMENT is made the 19th day of February, 2007 pursuant to Section 173 of the *Planning and Environment Act 1987* ("the Act").

PARTIES:

1. **WYNDHAM CITY COUNCIL** of Civic Centre, 45 Princes Highway, Victoria 3053 ("the Responsible Authority"); and
2. **EYNESBURY HOLDINGS PTY LTD** of Level 33, 360 Collins Street, Melbourne 3000 AC620195K ("the Owner")

RECITALS:

- A. The Responsible Authority is responsible for the administration and enforcement of the Wyndham Planning Scheme ("the Planning Scheme") pursuant to the provisions of the *Planning and Environment Act 1987* ("the Act").
- B. The Owner is the registered proprietor of the land described in Certificate of Title Volume 10729 Folio 829. A copy of the title is attached as **Schedule A**.
- C. The Owner and the Responsible Authority agree that approval of the Development Plan for the Eynesbury Station on 21 November 2005 was subject to the provision of infrastructure works relating to the upgrading of Mount Mary Road.
- D. The Owner and the Responsible Authority record their agreement on the terms set out in this Agreement.

IT IS AGREED THAT:

1. Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Act.
2. This Agreement shall come into force immediately upon execution by the parties and shall run with the Title to the Land.

Interpretation

3. The parties agree that in the interpretation of this Agreement:
 - 3.1 "Development Plan" means the Development Plan approved from time to time by the Council pursuant to Schedule 7 of Clause 43.04 of the Planning Scheme.
 - 3.2 The expression "Owner" shall be deemed to include the Owner's successors, assignees and transferees and the obligations imposed upon and assumed by the Owner in respect to the land of which it is registered as proprietor shall also be binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of whole or part of the Land ("the Successors") as if each of those Successors had separately executed this Agreement;

AF316572B



3.3 **"Works Plans"** means the construction plans for Mount Mary Road as approved by the Responsible Authority;

3.4 **"Subject Land"** means the land referred to in Recital B.

AF316572B

04/09/2007 \$97 173



4. The parties agree that in the interpretation of this Agreement:

4.1 The singular includes the plural and the plural includes the singular.

4.2 A reference to a gender includes a reference to each other gender.

4.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.

4.4 If a party consists of more than one person this agreement binds them jointly and each of them severally.

4.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.

4.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

4.7 The recitals to this agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

4.8 A reference to the words **"Planning Scheme"** includes any planning control in the form of or similar to a planning scheme and being a successor to the Wyndham Planning Scheme;

4.9 A reference to the words **"Responsible Authority"** includes its successors as Responsible Authority for the Planning Scheme in which case any reference to the holder of an office with the Responsible Authority shall be deemed to be a reference to such office of the successor Responsible Authority as that Responsible Authority may designate.

Jurisdiction

5. For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

Severability

6. Notwithstanding clause 1, and in the event that this Agreement is held not to be an agreement validly entered into or enforceable under the Act, it will nevertheless remain a contract between the parties and be enforceable as a contract in a Court of competent jurisdiction in the State of Victoria.

7. 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 shall be severed and the other provisions of this Agreement shall remain operative.

Undertakings of the Parties

8. The Owner agrees:

- a. to construct Mount Mary Road from the township of Eynesbury Station to Ballan Road along the existing alignment including a Type CHR Right and Left turn Treatment intersection at Ballan Road to the satisfaction of the Responsible Authority;
- b. the standard of the construction of Mount Mary Road including the intersection at Ballan Road must be to the satisfaction of the Responsible Authority;
- c. to construct Mount Mary Road, including its intersection with Ballan Road, as early as practical and in any event, prior to a Statement of Compliance being issued for the release of the 1800 allotment in the area included in the approved Development Plan.
- d. to prepare plans for the proposed works at its own cost and to the satisfaction of the Responsible Authority;
- e. to submit the Works Plans for approval by the Responsible Authority;
- f. to pay statutory plan checking and supervision fees (total 3.25% of road and drain construction costs) for Mount Mary Road, including intersection at Ballan Road construction to the Responsible Authority;
- g. to complete the various works shown on the approved Works Plans; and
- h. to arrange for the approved Works Plans to be carried out under the direct supervision of the Responsible Authority's Chief Executive Officer ("the C.E.O.") or the C.E.O'S delegate or nominee to the satisfaction of the Responsible Authority.

Disputes

AF316572B

04/09/2007 \$97

173



IR SB
WCL
EHPL
SGB
VWPL
S

9. In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such a dispute shall be referred to the Victorian Civil and Administrative Tribunal ("the Tribunal") for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Act, such matters shall be and is hereby referred to arbitration for an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominate, for arbitration.
10. Provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation thereto, such disputes shall be referred to the Tribunal in accordance with Section 149 (1) (b) of the Act.
11. The parties shall be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 10 and 11 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

Owner's Covenants

AF316572B

04/09/2007 \$97 173



12. The Owner warrants and covenants that:
 - (a) The owner is both the registered proprietor and the beneficial owner of the land on the proposed Plan;
 - (b) there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Subject Land and not disclosed by the usual searches;
 - (c) the Subject 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 42 of the *Transfer of Land Act* 1958.

Registration of Agreement

13. The Responsible Authority and the Owner shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Responsible Authority to enter a memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act.
14. 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:
 - (a) Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
 - (b) Execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement

as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

Notification to Successors in Title

15. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof until this Agreement and the Section 181 Application has been lodged with Land Victoria by or on behalf of the Responsible Authority and entered on the Certificate of Title to the Land.
16. The Owner will not sell, transfer, assign or otherwise part with possession of the Land or any part thereof without first disclosing to the intended purchaser, transferee or assignee the existence and nature of this Agreement.
17. The Owner and the Responsible Authority acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act and during the period of this Agreement the obligations imposed on the Owner are conditions on which the Land may be used or developed for specified purposes and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Land and every part of the Land.

Service

18. A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:
 - (a) by delivering it personally to that party;
 - (b) 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
 - (c) 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.
19. A notice or other communication is deemed served:
 - (a) if delivered, on the next following business day;
 - (b) if posted, on the expiration of two business days after the date of posting; or
 - (c) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

IN CONFIRMATION of their agreement the parties have executed this Agreement on the date set out at the commencement of the Agreement.



7

THE COMMON SEAL of EYNESBURY HOLDINGS PTY LTD was affixed hereto in accordance with its Constitution Articles of Association in the presence of:



AF316572B



B. David Hailey ⁶⁴ Sole Director and Sole Company Secretary *David Goodrick* ⁰⁹

Full Name BRENT DAVID HAILEY

David Goodrick

Usual Address 47 Marquis on Main

1777 Annes Hwy

11 Peak Avenue, Main Beach 4215

Buckley Vic 3240

THE COMMON SEAL of the)
WYNDHAM CITY COUNCIL)
was affixed by authority of the Council)
on the day of 2006)
in the presence of:)

[Signature]
Mayor



[Signature]
Chief Executive Officer

**CONTRIBUTIONS TO BE MADE IN ACCORDANCE
WITH THE PROVISIONS OF THIS AGREEMENT**

Point at which Contribution is to be made	Infrastructure Item
Prior to a Statement of Compliance being issued for the release of the 1800 allotment in the area included in the approved Development Plan for Eynesbury Station.	To construct Mount Mary Road from the township of Eynesbury Station to Ballan Road with a Type CHR Right turn Treatment intersection at Ballan Road.

AF316572B

04/09/2007 \$97 173



AF316572B

04/09/2007 \$97 173



MORTGAGEE'S CONSENT

ST GEORGE BANK LIMITED as Mortgagee under Registered Mortgage No. AD 179273P dated 14 October 2004 consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-Possession, agrees to be bound by the covenants and condition of this Agreement.

.....
Authorised Officer

EXECUTED in Victoria by ST.GEORGE BANK
LIMITED (ACN 055 513 070) by being signed
sealed and delivered by its Attorneys

LENG LIM

MANAGER SECURITIES

.....
GARY KITCHENER JENSEN

SENIOR RELATIONSHIP MANAGER
.....

[seal]

pursuant to Power of Attorney dated
2nd October 1997, a certified copy of which
is filed in Permanent Order Book No. 277
at Page 13 Item 3.

AF316572B

04/09/2007 497 173



MORTGAGEE'S CONSENT

VILLA WORLD (VIC) PTY LTD and WOODHOUSE DEVELOPMENTS PTY LTD
as Mortgagee under Registered Mortgage No. AC620196H consents to the Owner entering
into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-Possession,
agrees to be bound by the covenants and condition of this Agreement.

[Signature]

Authorised Officer *wn*



[Signature]

BRENT DAVID HAILEY
COMPANY DIRECTOR

[Signature]

CAROLINE RUTH BARTON *vr(vic)*
COMPANY SECRETARY

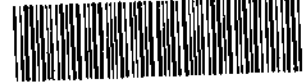
[seal]

SCHEDULE A

CERTIFICATE OF TITLE VOLUME 10729 FOLIO 829

AF316572B

04/09/2007 \$97 173





Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

REGISTER SEARCH STATEMENT

Land Victoria

Page 1 of 1

Security no : 124018682392F

Volume 10729 Folio 829

Produced 04/08/2006 03:40 pm

LAND DESCRIPTION

Lot A on Plan of Subdivision 515078Q.

PARENT TITLES :

Volume 05756 Folio 010

Volume 06738 Folio 429 to Volume 06738 Folio 430

Volume 06749 Folio 754

Created by instrument PS515078Q 10/06/2003

AF316572B



REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

EVESBURY HOLDINGS PTY LTD of LEVEL 33 360 COLLINS STREET MELBOURNE 3000
AC620195K 22/01/2004

ENCUMBRANCES, CAVEATS AND NOTICES

1. MORTGAGE AD179273P 14/10/2004
ST. GEORGE BANK LTD

2. MORTGAGE AC620196H 22/01/2004
VILLA WORLD (VIC) PTY LTD
WOODHOUSE DEVELOPMENTS PTY LTD

VARIATION OF PRIORITY AD179301M 14/10/2004

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

NOTICE Section 16(2) Historic Buildings Act 1981
REGISTER NO. 362
Y000245K 20/03/1979

AGREEMENT Section 173 Planning and Environment Act 1987
AD767693M 25/07/2005

DIAGRAM LOCATION

SEE PS515078Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

STATEMENT END

Delivered by LANDATA® Land Registry timestamp 04/09/2007 15:41 Page 1 of 3

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

PLAN OF SUBDIVISION		Stage No. /	LR use only EDITION 1	Plan Number PS 515078Q				
Location of Land Parish: Townships: Section: Crown Allotment: Crown Portion: Title Reference: Last Plan Reference: Postal Address: (at time of subdivision) AMG Co-ordinates (at points, corners or along a line) E 284000 N 5815500 Zone: 56		Council Certification and Endorsement Council Name: MELTON SHIRE COUNCIL Ref: Sub 2033 1. This plan is certified under section 8 of the Subdivision Act 1988. 2. This plan is certified under section 11(3) of the Subdivision Act 1988. 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in stages. Council Delegate Council Seal Date: 18/2/2003 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date: / /						
Vesting of Roads and/or Reserves <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Identifier</th> <th>Council/Body/Person</th> </tr> <tr> <td> </td> <td> </td> </tr> </table>		Identifier	Council/Body/Person			Notations Staging This is/ is not a staged subdivision. Planning Permit No. _____ Depth Limitation DOES NOT APPLY		
Identifier	Council/Body/Person							
PARISH OF MORRISON CROWN ALLOTMENTS A & B SECTION 3 CROWN ALLOTMENTS A(PT) & B(PT) SECTION 6 CROWN ALLOTMENTS A & B SECTION 14 CROWN ALLOTMENTS A & B PORTION 1 SECTIONS 4, 5, 8 & 15 PARISH OF WERRIBEE CROWN PORTIONS 69, 70 & 71 (PART) CROWN ALLOTMENT A (PART) SECTION 25 CROWN ALLOTMENT B (PART) SECTION 25		BOUNDARY DIMENSIONS SHOWN THIS 671.39 572.2 ARE NOT BASED ON SURVEY Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) PS 8, 9 & 15 In Proclaimed Survey Area No. _____						
Easement Information Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)								
Subject Land	Purpose	Width (metres)	Origin	Land Benefitted/In Favour Of				
E-1 & E-4	TRANSMISSION OF ELECTRICITY	SEE DIAG	CE 1599574	SECV				
E-2 & E-4	TRANSMISSION OF ELECTRICITY	SEE DIAG	CE 1899112	SECV				
E-3	CARRIAGEWAY	SEE DIAG	CE 1899113	SECV				
E-5	GAS PIPELINE	SEE DIAG	CE 1561537	GPE				
E-6	POWER LINE	SEE DIAG	THIS PLAN - SECTION 89 OF THE ELECTRICITY INDUSTRY ACT 2008	POWERCOR AUSTRALIA LTD				
Statement of Compliance/Exemption Statement Received ☒ Date 15/5/03 LR use only PLAN REGISTERED TIME 15:48 DATE 10/11/03 _____ Assistant Registrar of Titles Sheet 1 of 3 sheets								
EYNSBURY STATION Bosco Janson Pty Ltd A.B.N. 95 282 531 842 P.O. Box 243, South Melbourne, Vic 3205 71 Palmerston Crescent South Melbourne Vic 3205 Australia OX 10324 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5993		LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER SIGNATURE _____ DATE 6/2/03 RET 3555003 DMC 3555008B 03/02/03 VERSION B		DATE 18/2/03 _____ COUNCIL DELEGATE SIGNATURE Original sheet 529 AS				

AF316572B

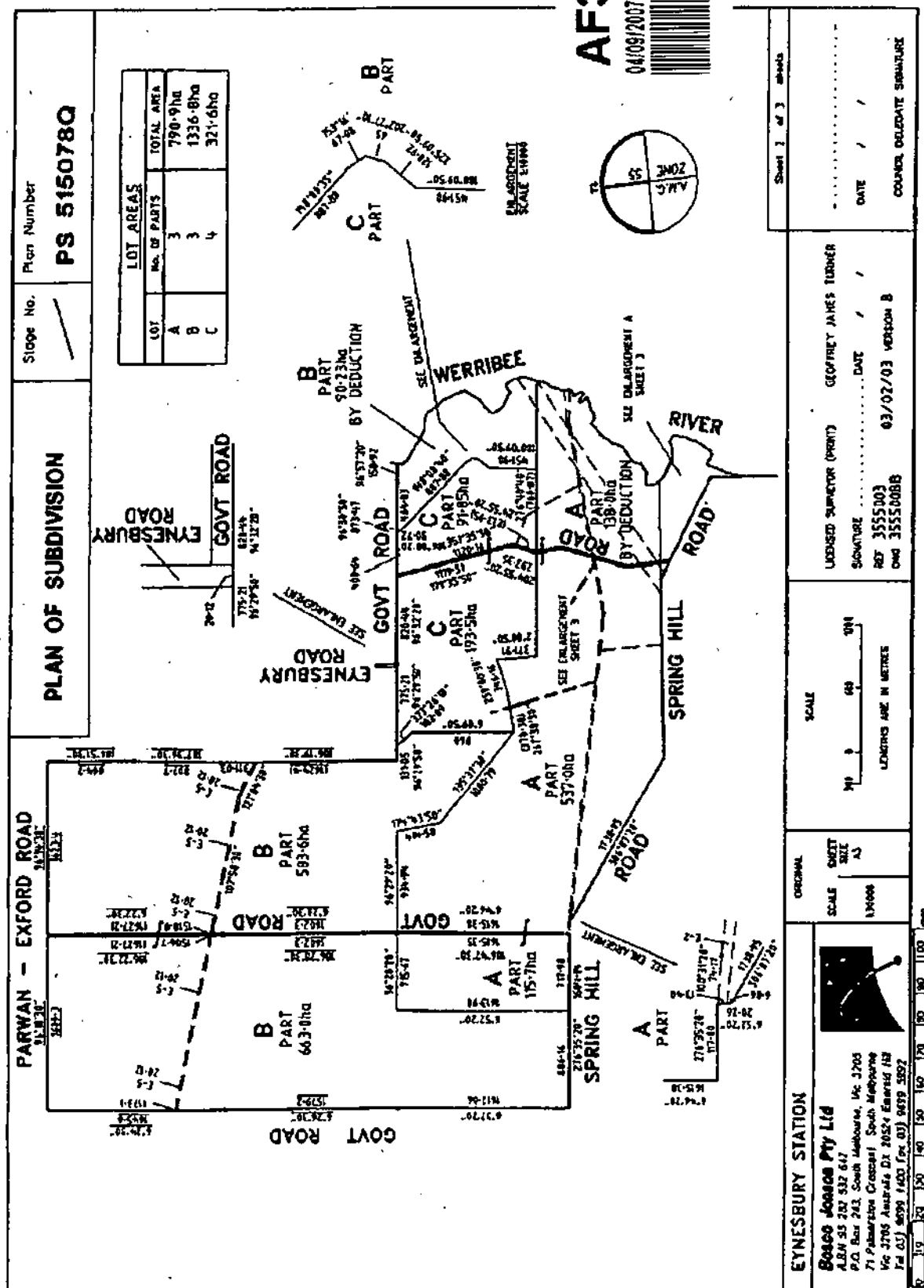


PS 515078Q

Delivered by LANDATA®. Land Registry timestamp 04/08/2006 15:41 Page 2 of 3

AF316572B

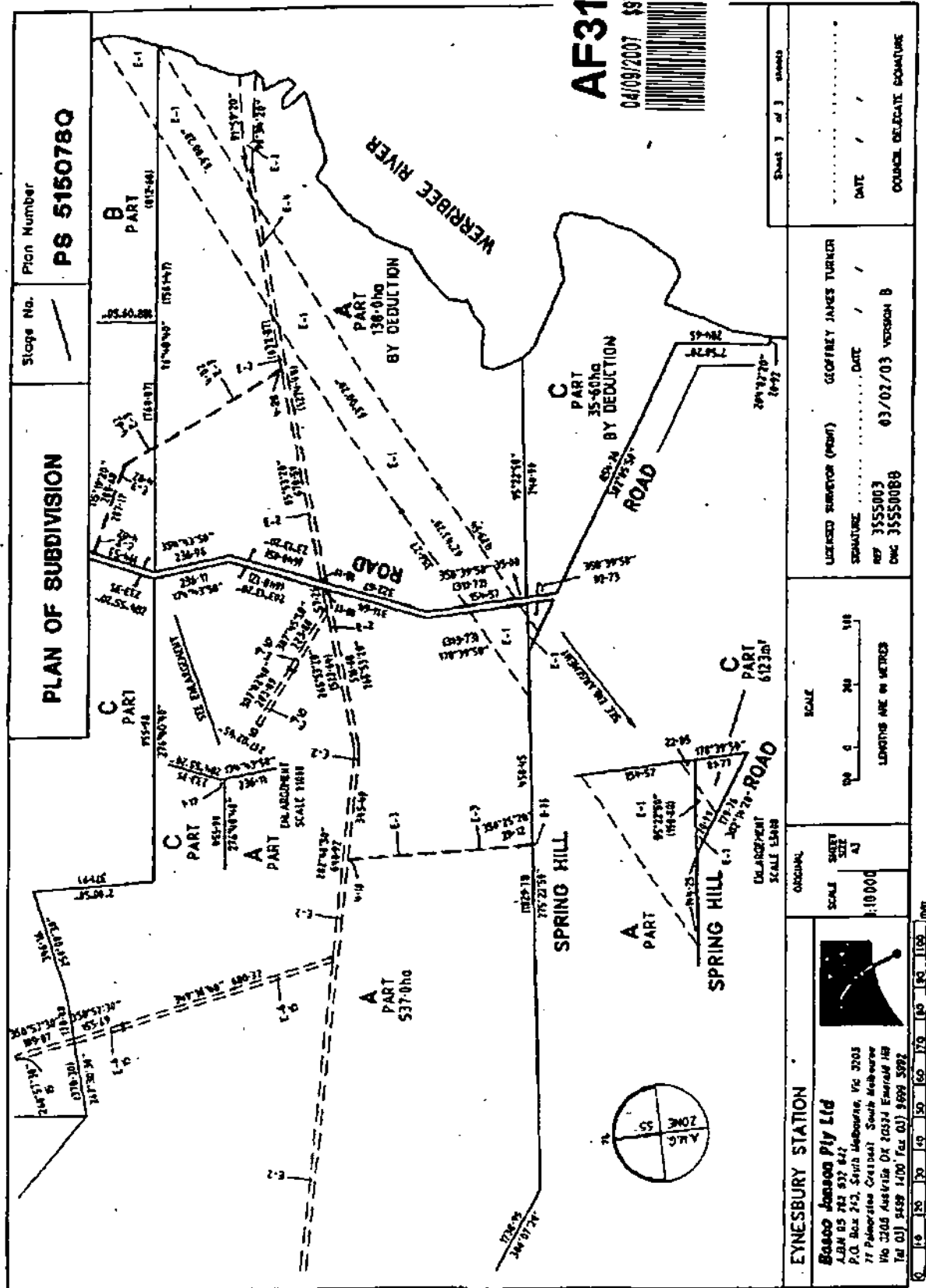
100160140 197 173



PS 515078Q

AF316572B 173 14/09/2007 \$97

04/09/2007 19:17



PS 515078Q

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AF575065V
Number of Pages (excluding this cover sheet)	18
Document Assembled	18/10/2024 12:51

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.



AF575065V

08/01/2008 \$97 173



Form 18

Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks

Phone: 9288 0555

Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne

Ref: TGM:BYM:LGC:5309169

Customer Code: 1167E

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Land: part of Certificate of Title Volume 10729 Folio 829 and more particularly being the land described as Stage 1 on the proposed plan, a copy of which is attached

Authority: Melton Shire Council of Civic Centre, 232 High Street, Melton, Victoria 3337

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the agreement is attached to this application

Signature for the Authority:

[Handwritten Signature]

Name of officer:

Neville Smith

Office held:

Chief Executive

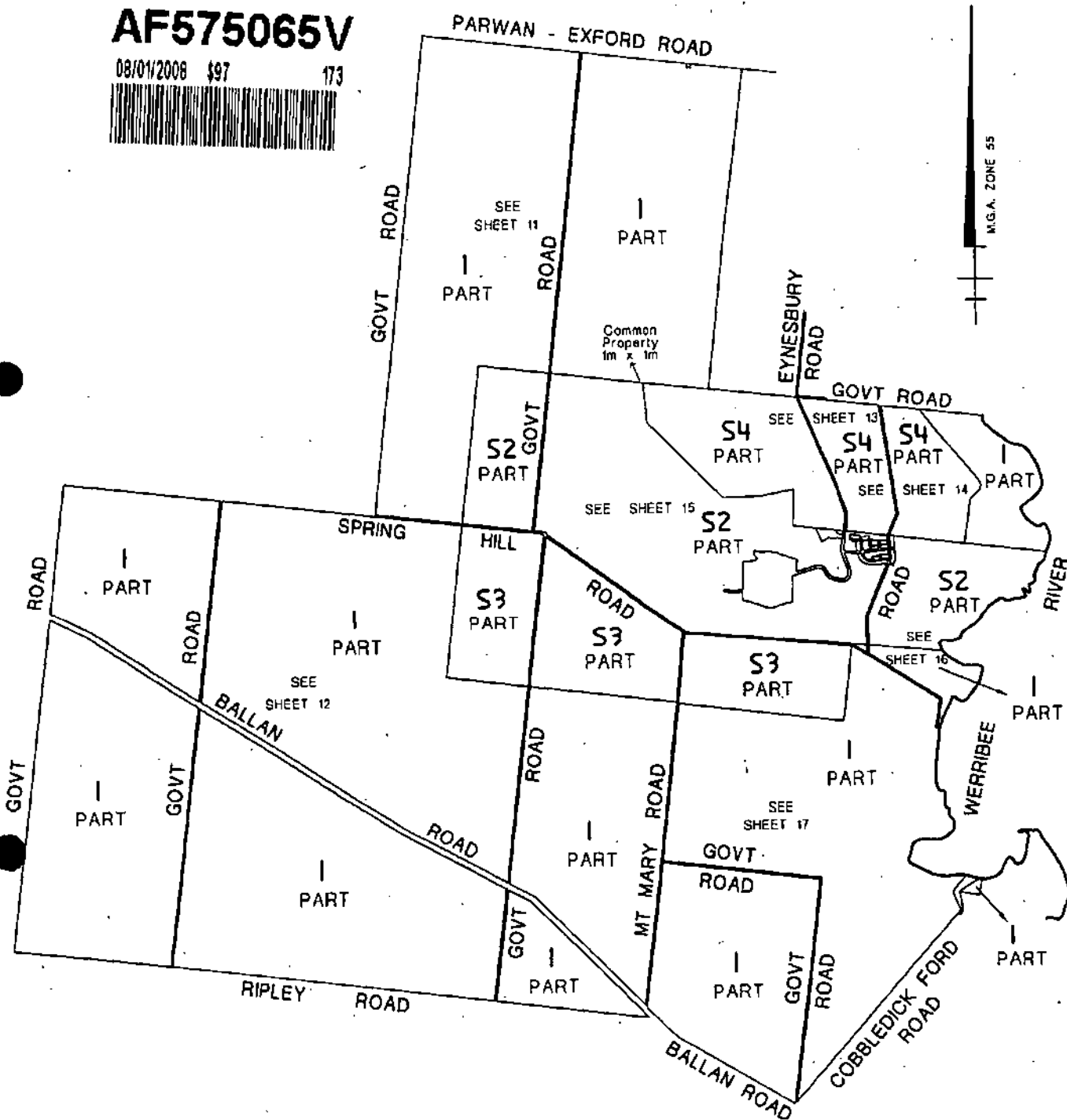
Date:

19th November 2007

PLAN OF SUBDIVISION	STAGE NO. 1	Plan Number PS543210K

AF575065V

08/01/2008 \$97 173



TAYLORS
DEVELOPMENT STRATEGISTS



• Land Servicing • Town Planning • Development Strategy • Project Coordination • Urban Design • GIS
BUILDING 8, 270 FERRIS GULLY ROAD, NOTTING HILL 3148 Tel: 9501 2800 Fax: 9501 2844
Email: info@taylorss.com.au Web Site: www.taylorss.com.au

ORIGINAL SCALE 1:40000 SHEET SIZE A3	SCALE 400 0 800 1600 LENGTHS ARE IN METRES	LICENSED SURVEYOR : GREGORY STUART WILLIAMS Signature _____ Date / / REF. 9283-S1 VERSION 4 14/09/07 MFY	Sheet 10 Date / / Council Delegate Signature Original sheet size A3

DATED the

19th

day of

November

2007

AF575065V

08/01/2008 197

173



MELTON SHIRE COUNCIL

("the Council")

- and -

EYNESBURY HOLDINGS PTY LTD

ACN 105 628 993

("the Owner")

**Agreement under Section 173
of the *Planning and Environment Act 1987***

BEST HOOPER

Solicitors

563 Little Lonsdale Street
MELBOURNE

Ref: JDC:MN:0609.1152

Tel: 9670 8951

Fax: 9670 2954

THIS AGREEMENT is made the 19th day of November 2007

BETWEEN:

MELTON SHIRE COUNCIL of Civic Centre, 232 High Street, Melton in the State of Victoria ("the Council") of the first part

- and -

AF575065V

08/01/2008 \$97 173



EYNESBURY HOLDINGS PTY LTD ACN 105 628 993 c/- Mutual Trust, Level 33, 360 Collins Street, Melbourne in the State of Victoria ("the Owner") of the second part

WHEREAS:

- A. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- B. The Council has issued Planning Permit No. PA2005/648 on 25 September 2006 permitting the subdivision of the Subject Land, its development and use for major utility installations and removal of native vegetation in accordance with the Endorsed Plan. Condition 11 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon given the Council reasonable notice.
- C. Condition 11 of the Planning Permit provides:-

"11. Prior to the certification of plan of subdivision, the owner must enter into an Agreement or Agreements with the Responsible Authority pursuant to the provisions of Section 173 of the Planning & Environment Act 1987 which in addition to the usual machinery provisions provides that:

- (a) In relation to lots identified on the endorsed plan as being subject to a building envelope, the owner will not build, construct or erect or cause or permit to be built, constructed or

erected any building outside a building envelope without the prior written consent of the Responsible Authority;

AF575065V

08/01/2008 \$97



- (b) *Any tree identified for retention on any endorsed plan must not be destroyed, felled, lopped, ringbarked, uprooted or otherwise damaged without the prior written consent of the Responsible Authority; and*
- (c) *No cats are to be kept;*
- (d) *Building Design Guidelines generally in accordance with recommendation R6 in part 4.4 of the Incorporated Plan and Landscape Design Guidelines will be implemented. The Building Design Guidelines required by condition 12 and Landscape Design Guidelines required by condition 13 must be to the satisfaction of the responsible authority. The agreement must also require the development of the land to be in accordance with the Building Design Guidelines and Landscape Design Guidelines except with Council consent;*
- (e) *The bluestone cottage lost must not be used for the purposes of accommodation;*
- (f) *All subdivision and development within the Eynesbury Township development area will be in accordance with the 'Wildfire Risk Assessment and Management Plan', approved in respect of the subject land.*

D. The Council is responsible under the Act for the administration and enforcement of the Melton Planning Scheme in respect of the Subject Land.

E. The parties enter into this Agreement to give effect to Condition 11 of the Planning Permit.

IT IS AGREED

AF575065V

08/01/2008 \$97 173



1. DEFINITIONS

In this agreement the words and expressions set out in this clause have the following means unless the context admits otherwise:-

- 1.1 **"Act"** means the Planning and Environment Act 1987.
- 1.2 **"Accommodation"** has the same meaning as set out in the Planning Scheme.
- 1.3 **"Agreement"** means this Agreement and any Agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.4 **"Bluestone Cottage Lot"** means part of Lot S2 on the Endorsed Plan bound by Eynesbury Road to the east, the mixed use zone boundary to the north and Council reserves to the east and west.
- 1.5 **"Building"** has the same meaning as in the Act and includes dwellings, garages, swimming pools, tennis courts and outbuildings.
- 1.6 **"Building Design Guidelines"** means the Building and Design Guidelines approved or deemed to have been approved from time to time by the Council under Condition 12 of the Planning Permit. A copy of the Building Design Guidelines is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- 1.7 **"Building Envelope"** means an area delineated and identified on the Endorsed Plan as a 'building envelope' or the like.
- 1.8 **"Council"** means the Shire of Melton.

- 1.9 **"Endorsed Plan"** means the plan (or plans) endorsed with the stamp of Council from time to time as the plan(s) which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- 1.10 **"Landscape Design Guidelines"** means the Landscape and Design Guidelines approved from time to time by the Council pursuant to Condition 13 of the Planning Permit. A copy of the Landscape Design Guidelines is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- 1.11 **"Lot"** means a lot on the Endorsed Plan or any plan of subdivision carried out in accordance with the Planning Permit.
- 1.12 **"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 Subject Land or any part of it.
- 1.13 **"Owner"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee-in-possession.
- 1.14 **"party or parties"** means the Owner and Council under this Agreement as appropriate.
- 1.15 **"Planning Permit"** means Planning Permit No. PA2005/648 issued on 25 September 2006 (as amended from time to time).
- 1.16 **"Planning Scheme"** means the Melton Planning Scheme.

AF575065V

08/01/2008 \$97

173



- 1.17 "Subject Land" means part of the land comprised in Certificate of Title Volume 10729 Folio 829 and more particularly being the land described as Stage 1 on the Endorsed Plan.
- 1.18 "Tree to be Retained" means any tree or vegetation which is identified and delineated on the Endorsed Plan as a 'tree to be retained' or the like or which is not identified as a tree to be removed.
- 1.19 "Wildfire Risk Assessment and Management Plan" means the Wildfire Risk Assessment and Management Plan approved by the Council and the Country Fire Authority from time to time pursuant to Condition 29 of the Planning Permit. A copy of the Wildfire Risk Assessment and Management Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

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

2. INTERPRETATION

- 2.1 Words importing the singular shall include the plural and words importing the masculine gender shall include the female and if applicable a corporation.
- 2.2 This Agreement shall be governed and construed in accordance with the laws for the time being of the State of Victoria.
- 2.3 Any notice shall be given or served by being delivered to 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 parties or by being posted to that address and if served by post shall be deemed to be duly served at the expiration of fourteen days after the time of posting unless in the meantime the letter is returned unclaimed.

AF575065V

08/01/2008 \$97 173



- 2.4 Any notice to be given by any of the parties may be executed under common seal, by the attorney or attorneys of the party or by the manager, director, secretary or solicitor for the time being of the party.
- 2.5 Unless otherwise stated the terms and conditions of this Agreement shall be the whole of the terms and conditions between the parties hereto. Any additions or variation in such terms and conditions shall be of no effect unless in writing and attached to this Agreement.
- 2.6 Time shall be of the essence of this Agreement.
- 2.7 Headings in this Agreement are for convenience only and shall not affect the interpretation or construction hereof. All schedules and annexures to this Agreement are incorporated in and form part of this Agreement.
- 2.8 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, licenses, statutory instruments, rules and regulations, orders, notices and directions, consents or permission made under it and any condition attaching to it.
- 2.9 The Owner shall be deemed to include its successors assigns and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on its successors transferees purchasers mortgagees and assigns as if each of them had separately executed this Agreement.
- 2.10 Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act 1987 ("the Act").
- 2.11 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

AF575065V

08/01/2008 197 173



2.12 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 Subject Land provided that if the Subject 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.

2.13 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

2.14 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

2.15 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.

3. COMMENCEMENT OF AGREEMENT

This Agreement shall come into force and effect as from the date hereof.

4. OWNER'S COVENANTS

The Owner covenants and agrees that:-

4.1 the Owner must not build, construct, erect or carry out or cause or permit to be built, constructed, erected or carried out any Building on the Subject Land outside of a Building Envelope, without the prior written consent of Council;

4.2 all Trees to be Retained must not be removed, destroyed, felled, lopped, trimmed, ringbarked or uprooted or otherwise damaged without the prior written consent of Council;

AF575065V

08/01/2008 197 173


- 4.3 the Owner must not at any time keep or permit to be kept or permit to be brought onto any part of the Subject Land any domestic or feral cat;
- 4.4 all development on the Subject Land shall be undertaken generally in accordance with the Building Design Guidelines and Landscape Design Guidelines unless otherwise approved by the Council;
- 4.5 regardless of any rights conferred by the Planning Scheme, except with the consent of Council, the development of the Subject Land must remain at all times in accordance with the Building Design Guidelines and the Landscape Design Guidelines to the satisfaction of Council;
- 4.6 no Building on the Bluestone Cottage Lot shall be used at any time for Accommodation; and
- 4.7 the subdivision permitted by the Planning Permit and any development on the Subject Land shall be undertaken in accordance with the Wildfire Risk Assessment and Management Plan.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

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

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

6. FURTHER COVENANTS AND WARRANTIES

AF575065V

08/01/2008 \$97 173



42944668

C:\Documents and Settings\10067\Application Data\Hummingbird\DM\Temp\CORRSDMS-#4294466-v8-Eynesbury_stage_1_-section_173.DOC

- 6.1 The Owner further covenants and agrees that the Owner will immediately pay to the Council, the Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, reviewing, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to the Council by the Owner.
- 6.2 The Owner warrants and covenants that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, any mortgagee in respect of the Subject Land will provide its consent in writing to -
- (a) the Owner entering into this Agreement; and
 - (b) being bound by the terms of this Agreement should it become the mortgagee in possession of the Subject Land.

The consents of the current mortgagees of the Subject Land are included in Schedule 1.

- 6.3 The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Subject Land without first providing to its successors a copy of the executed Agreement.
- 6.4 The Council and the 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 Certificates of Title to the Subject Land (or any land which includes the Subject Land, if there is no separate certificate of title for the Subject Land) in accordance with Section 181 of the Act and do all things necessary to enable Council to do so 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. To the extent that this Agreement is registered on titles to

AF575065V

08/01/2008 173



any land other than the Subject Land, the Council must, at the request and at the cost of the Owner, sign an application to the Registrar of Titles to cancel the recording of this Agreement on the register in respect of that other land..

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

7. GENERAL MATTERS

AF575065V

08/01/2008 \$97 173



Notices

- 7.1 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:

7.1.1. by delivering it personally to that party;

7.1.2. 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

7.1.3. 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.

- 7.2 A notice or other communication is deemed served:

7.2.1 if delivered, on the next following business day;

7.2.2 if posted, on the expiration of two business days after the date of posting; or

7.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested transmission before the end of that business day.

7.3 No Waiver

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

7.4 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.

7.5 No Fettering of Council Powers

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



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

Delegated Authority

The Common Seal of Melton Shire Council was hereunto affixed in the presence of:



.....

Chief Executive Officer

Councillor

THE COMMON SEAL of
 EYNESBURY HOLDINGS PTY LTD
 was affixed in the presence of
 authorised persons:



.....

STUART JIM WHITEWOOD

Director

Full name

86 Seagull Avenue
 Mermaid Beach QLD 4218

Usual address

.....

CAROLINE RUTH BARTON

Director (or Company Secretary)

Full name

11 Ossie Court
 Parkwood QLD 4214

Usual address

AF575065V



SCHEDULE 1

Consent of Mortgagee

AF575065V

08/01/2008 \$97

173



St George Bank Limited as Mortgagee under registered Mortgage No AD179273P, consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and warranties set out in this Agreement.

Authorised Officer

EXECUTED in Victoria by ST.GEORGE BANK
LIMITED (ACN 055 513 070) by being signed
scaled and delivered by its Attorneys

LENG LIM
MANAGER SECURITIES

GARY KITCHENER JENSEN
SENIOR RELATIONSHIP MANAGER

pursuant to Power of Attorney dated
2nd October 1997, a certified copy of which
is filed in Permanent Order Book No. 277
at Page 13 Item 3.

Villa World (Vic) Pty Ltd ACN 106 483 710 as Mortgagee under registered Mortgage No AC620196H, consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and warranties set out in this Agreement.

EXECUTED by VILLA WORLD (VIC)
PTY LTD ACN 106 483 710 by being
signed by those persons who are
authorized to sign for the company:

[Signature of Stuart Jim Whitehead]

STUART JIM WHITEWOOD

Director

Full name

86 Seagull Avenue
Mermaid Beach QLD 4218

Usual address

[Signature of Caroline Ruth Barton]

Director (or Company Secretary)

CAROLINE RUTH BARTON

Full name

11 Ossie Court
Parkwood QLD 4214

Usual address

AF575065V

08/01/2008 \$97 173



Woodhouse Developments Pty Ltd ACN 105 904 523 as Mortgagee under registered Mortgage No AC620196H, consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and warranties set out in this Agreement.

EXECUTED by WOODHOUSE DEVELOPMENTS PTY LTD ACN 105 904 523 by being signed by those persons who are authorized to sign for the company:

)
)
) *Cherie Lait*

Cherie BAILLIEU

Director

M. H. CHARLES BAILLIEU

Full name

12 GLENBERNIE RD, TOOMAR, VIC

Usual address

ANTHONY BAILLIEU

Director (or Company Secretary)

ANTHONY JOHN BAILLIEU

Full name

Anthony John

MT ELEPHANT STATION DERRINALLUM

Usual address

3325

AF575065V

08/01/2008 \$97 173



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AF859528Y
Number of Pages (excluding this cover sheet)	57
Document Assembled	18/10/2024 12:51

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.



AF859528Y



81

Application by a Responsible Authority for the Making of a Recording of an Agreement

Planning and Environment Act 1987

Lodged by:

Name: Corrs Chambers Westgarth

Phone: 03 9672 3000

Address: 600 Bourke Street, Melbourne

Ref: Customer Code: 677K

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Lot S20 on Plan of Subdivision No. 543210K being all of the land contained in certificate of title volume 11056 folio 526, Lot S2 on Plan of Subdivision No. 543210K being all of the land contained in certificate of title volume 11056 folio 532, Lot S3 on Plan of Subdivision No. 543210K being all of the land contained in certificate of title volume 11056 folio 533, Lot S4 on Plan of Subdivision No. 543210K being all of the land contained in certificate of title volume 11056 folio 534, ~~Common Property 1 on Plan of Subdivision No. 543210K being all of the land contained in certificate of title volume 11056 folio 546, and Common Property 2 on Plan of Subdivision No. 543210K being all of the land contained in certificate of title volume 11056 folio 547.~~ *zm*

Authority: Melton Shire Council, 232 High Street, Melton 3337
Wyndham City Council, 45 Princes Highway, Werribee 3030

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application

Signature for the Melton Authority: *[Signature]*

Name of officer: *Steve Finlay*

Office held: *Statutory Planning Co-ordinator*

Date: *16 May 2008*

AF859528Y

22/05/2008 \$97 173



Signature for the Wyndham Authority: AA [Signature]

Name of officer: PETER VAN TIL

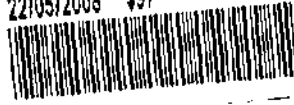
Office held: MANAGER Town Planning

Date: 13/5/08

AF859528Y

22/05/2008 \$97

173



Bourke Place
600 Bourke Street Melbourne VIC 3000
GPO Box 9925 VIC 3001
Tel (03) 9672 3000
Fax (03) 9672 3010
www.corr.com.au

**CORR
CHAMBERS
WESTGARTH**
lawyers

Sydney
Melbourne
Brisbane
Perth
Gold Coast

Melton Shire Council

Wyndham City Council

Eynesbury Holdings Pty Ltd

Woodhouse Pastoral Company Pty Ltd

Eynesbury Community Association Inc

Subject Land: Eynesbury

Section 173 Agreement

AF859528Y

22/05/2008 \$97

173



Contents

1	Definitions and interpretation	2
2	Agreement under section 173 of the Act	5
3	Effect of Agreement	5
4	Owner's Warranties	5
5	Successors in Title	6
6	Membership of Community Association	6
7	Implementation of Environmental Management Plans and use of Environmental Areas	7
8	Payment of Contribution Amount	9
9	Enforcement by Council	9
10	Additional rights – Council	10
11	Amendment of Environmental Management Plans	11
12	Access to Environmental Areas	11
13	Pest Control	12
14	Record of amendments	12
15	Failure by Community Association	12
16	Body Corporate	13
17	General	13
18	Notices	15

AF859528Y



Date 24 January 2008

Parties

Melton Shire Council of Civic Centre, 232 High Street, Melton, Victoria 3337
(Melton Council)

Wyndham City Council of 45 Princes Highway, Werribee, Victoria, 3030
(Wyndham Council)

Eynesbury Holdings Pty Ltd ACN 105 628 993 and **Woodhouse Pastoral Company Pty Ltd** ACN 004 171 859 both of C/- Mutual Trust, Level 33, 360 Collins Street, Melbourne, Victoria 3000 (collectively **Owner**)

Eynesbury Community Association Inc. of c/- Mutual Trust, Level 33, 360 Collins Street, Melbourne, Victoria 3000 (**Community Association**)

Background

- A The Owner is registered as the proprietor of the Land (with Eynesbury Holdings Pty Ltd being registered as proprietor of part of the Land and Woodhouse Pastoral Company Pty Ltd being registered as proprietor of the balance of the Land).
- B The Melton Council is the Responsible Authority pursuant to the Act for the Melton Scheme.
- C The Wyndham Council is the Responsible Authority pursuant to the Act for the Wyndham Scheme.
- D The Land is subject to the Incorporated Plan Overlay.
- E The Incorporated Plan requires the preparation of environmental management plans for the Land, including the Environmental Areas. In particular, the Incorporated Plan Overlay requires that prior to the commencement of development in accordance with the Incorporated Plan, legal strategies must be prepared to ensure that there is a shared responsibility on the part of the owners and operators of all the agricultural, residential, commercial and recreational components of the Land for the implementation of environmental management strategies addressing in particular the implementation of environmental management plans for the Environmental Areas and environmental management strategies for:
 - water and stream management;
 - flora and fauna protection;
 - control of pest, plants and animals.

In particular, these strategies must address the implementation of management plans for the Environmental Areas

AF859528Y

22/05/2008 \$97

173



- F The Community Association has been formed, inter alia, as a vehicle to enable each Owner to share responsibility for the implementation of the Environmental Management Plans as required by the Incorporated Plan Overlay.
- G This Agreement forms part of the legal strategies referred to in Recital E which have been prepared to the satisfaction of the Council as Responsible Authority.
- H This Agreement is intended to advance the objectives of the Scheme and in particular to achieve the objectives of the Incorporated Plan Overlay referred to in Recital E.
- I The Secretary is a referral authority in relation to certain planning permit applications in relation to the removal or destruction of native vegetation pursuant to clause 66.02-3 of each of the Schemes.
- J The Council, the Owner and the Community Association have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

Act means the Planning and Environment Act 1987.

Agreement means this agreement.

Body Corporate means each unlimited body corporate created under the *Subdivision Act 1988* in respect of any part of the Land and includes bodies with the same or similar functions (including owners' corporations as that term is or may be defined under the *Subdivision Act 1988*).

Body Corporate Agreement means a document generally in the form of the document attached to this Agreement as **annexure 5** (but with such changes as the Council may reasonably consider necessary to reflect changes in legislation from time to time, such as the coming into operation of the *Owners Corporation Act 2006 (Vic)*).

Body Corporate Contribution Amount means that proportion of the Implementation Cost which is payable by a Body Corporate, calculated in accordance with **annexure 2**.

Business Day means Monday to Friday excluding public holidays in Victoria.

Contribution Amount means that portion of the Implementation Cost which is payable by the Owner of a Lot calculated in accordance with **annexure 2**.

Council means each of the Melton Council and the Wyndham Council, provided that:

AF859528Y

22/05/2008 \$97

173



- (a) each right or discretion of a Council under this Agreement may only be exercised in respect of Environmental Areas (and Environmental Management Plans relating to those Environmental Areas), Land and Owners of Land to the extent that the Environmental Areas or the Land, as the case may be, are located within that Council's municipality; and
- (b) any obligations of a Council under this Agreement relate only to Environmental Areas (and Environmental Management Plans relating to those Environmental Areas), Land and Owners of Land, to the extent that the Environmental Areas or the Land, as the case may be, are located within that Council's municipality.

Environmental Areas means those areas referred to in the Incorporated Plan as the Grey Box Forest, the Native Grasslands, the Werribee River Valley (within the Shire of Melton) and Greenhill, which include the areas identified in the plan in **annexure 1** (but subject to any changes to the exact boundaries of those areas as agreed by the Secretary, the Council for the municipality in which any relevant area is located and the Community Association from time to time).

Environmental Management Plans means the environmental management plans for the Environmental Areas referred to in **annexure 3**, and includes:

- (a) those plans as amended from time to time in accordance with the terms of this Agreement; and
- (b) any covenants registered on the title to the Environmental Areas which are enforceable by Trust for Nature or any similar organisation.

Eynesbury Holdings means Eynesbury Holdings Pty Ltd ACN 105 628 993.

Farm Lot means the land comprising lot 1 on plan of subdivision PS543210K.

Implementation Cost means the total cost of implementing the Environmental Management Plans and also includes any additional costs incurred by the Community Association in complying with its obligations under this Agreement including costs relating to enforcement of the Agreement by or against the Community Association and any amounts payable by a Community Association member which are unpaid and which, after use of reasonable endeavours, the Community Association is unable to recover.

Incorporated Plan means the "Eynesbury Station Incorporated Plan, September 2001" which is an incorporated document in the Scheme.

Incorporated Plan Overlay means the Incorporated Plan Overlay control (Schedule 1) affecting the Land under the Melton Scheme or the Wyndham Scheme as the case may be.

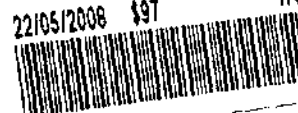
Land means the whole of the land which as at the date of this Agreement was comprised of the land in certificates of title volume 10729 folios 826, 827, 829, 830, and 831 and certificates of title volume 11049 folios 774 and 781.

Lot means each part of the Land which is comprised in a separate certificate of title (but, for the avoidance of doubt, where several certificates of title are issued for different interests in the same parcel of land, that parcel of land comprises one Lot for the purposes of this Agreement).

AF859528Y

22/05/2008 197

173



Melton Scheme means the Melton Planning Scheme.

Mixed Use Zone means that part of the Land which as at the date of this Agreement was zoned as "Mixed Use" under the Scheme.

Native Vegetation has the same meaning as in the Scheme.

Natural Systems has the same meaning as in the Scheme.

Owner includes the person or persons from time to time registered or entitled to be registered as the proprietor of an estate in fee simple in the Land or any part of it.

Pest Control Strategy means the pest control strategy referred to in annexure 4 and includes that strategy as varied from time to time in accordance with this Agreement.

Primary Owner means any Owner from time to time of an Environmental Area (including, if it becomes an Owner, Trust for Nature).

Relevant Proportion when applied to an amount means that proportion of the amount calculated using the method in annexure 2 as though the amount in question were the Implementation Cost.

Reserve has the same meaning as in the Subdivision Act 1988 (Vic).

Responsible Authority means the Melton Council for Land within the Shire of Melton and the Wyndham Council for Land within the Shire of Wyndham.

Secretary means the Secretary to the Department of Sustainability and the Environment (or any successor to that Department which is responsible for native vegetation management).

Scheme means the Melton Scheme and the Wyndham Scheme.

Trust for Nature means Trust for Nature (Victoria), a body corporate established under the Victorian Conservation Trust Act 1992 (Vic).

Wyndham Scheme means the Wyndham Planning Scheme.

1.2 Interpretation

In this Agreement, unless expressed or implied to the contrary:

- (a) undefined terms or words have the meanings given to them in the Act or the relevant Scheme;
- (b) the singular includes the plural and vice versa;
- (c) a gender includes the other gender;
- (d) a reference to a person includes a reference to a firm, corporation or other corporate body;
- (e) a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- (f) a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;

AF859528Y

22/05/2008 \$97

173



- (g) where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;
- (h) all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- (i) the recitals to this Agreement form part of this Agreement; and
- (j) where any form of the word "include" is used, it is to be read as if followed by the words "without limitation".

2 Agreement under section 173 of the Act

- (a) The Council, the Owner and the Community Association agree that without limiting or restricting their respective powers to enter into, be bound by or enforce this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.
- (b) Without limiting **paragraph (a)**, the Owner acknowledges that:
 - (i) upon registration of this Agreement in accordance with **clause 17.2(a)**, the burden of the Owner's obligations in this Agreement will run with the Land; and
 - (ii) if the Owner breaches an obligation of the Owner in this Agreement (including a requirement to make a payment to any person, including the Community Association or the Primary Owner), that breach will result in the Owner's use or development of the Land contravening the Act so that the person affected by the breach, without limiting any other rights of that person, will be entitled to apply to the Victorian Civil & Administrative Tribunal for an enforcement order in accordance with section 114 of the Act.

3 Effect of Agreement

- (a) This Agreement is effective from the date of this Agreement.
- (b) Each Owner's use and development of the Land is subject to the conditions and obligations set out in this Agreement.
- (c) Each Owner's respective obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the Land to bind the Owner and each successor, assign or transferee of the Owner including the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land.

4 Owner's Warranties

Without limiting the operation or effect of this Agreement, the Owner warrants that:

- (a) except for the parties to this Agreement, any mortgagee who has consented to this Agreement and any other persons disclosed in writing to the Council

AF859528Y

22/05/2008 \$97

173



before the signing of this Agreement, no other person has any interest either legal or equitable in the Land which may be affected by this Agreement or by development or use of the Land pursuant to the Scheme or any permit or approved plan under the Scheme; and

- (b) the Owner has obtained all necessary authorities and consents to bind all persons who have any interest either legal or equitable in the Land (including those identified in **paragraph (a)**) to the terms of this Agreement.

5 Successors in Title

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the Land, the Owner's successors in title will:

- (a) give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by this Agreement.

6 Membership of Community Association

- (a) Each Owner must ensure that any Body Corporate of which that Owner is a member at all times:
 - (i) is a member of the Community Association;
 - (ii) complies with the rules and other constitutional documents of the Community Association and pays when due all fees, subscriptions, levies and other charges payable by the Body Corporate as a member of the Community Association;
 - (iii) to the extent permitted by law, includes in the rules of the Body Corporate an acknowledgement of the Body Corporate's obligations under this Agreement;
 - (iv) procures the Community Association to comply with the obligations of the Community Association under this Agreement; and
 - (v) does not permit the Community Association to be wound up, dissolved or otherwise terminated without first putting in place to the satisfaction of the Council alternative arrangements for the performance of the Community Association's obligations under this Agreement.
- (b) Each Owner who is not a member of a Body Corporate must at all times:
 - (i) be a member of the Community Association;
 - (ii) comply with the rules and other constitutional documents of the Community Association and pay when due all fee, subscriptions, levies and other charges payable by the Owner as a member of the Community Association;

AF859528Y

22/05/2008 \$97 173



- (iii) procure the Community Association to comply with the obligations of the Community Association under this Agreement; and
- (iv) not permit the Community Association to be wound up, dissolved or otherwise terminated without first putting in place to the satisfaction of the Council alternative arrangements for the performance of the Community Association's obligations under this Agreement.
- (c) The Council may, but is not obliged to be, a member of the Community Association. If the Council wishes to join the Community Association, it may do so in a non-voting, non-fee paying capacity.
- (d) Each Owner:
 - (i) must ensure that any Body Corporate of which it is a member enters into a Body Corporate Agreement;
 - (ii) acknowledges that a Body Corporate of which the Owner is a member may impose levies on the Owner to enable the Body Corporate to discharge the obligations imposed on the Body Corporate under the Body Corporate Agreement; and
 - (iii) must pay the Body Corporate the levies referred to in paragraph (ii).
- (e) If any Body Corporate is unable or unwilling to:
 - (i) impose or collect levies in accordance with paragraph (d);
 - (ii) pay the fees, subscriptions, levies and other charges payable by the Body Corporate as a member of the Community Association; or
 - (iii) become a member of the Community Association,

then, without limiting any other rights available to a party under this document or the Body Corporate Agreement, each Owner must, if required by the Community Association, pay direct to the Community Association the Owner's proportion, calculated on a lot liability basis, of the fees, charges, levies and other amounts which are payable by that Owner's Body Corporate to the Community Association (or would be payable were the Body Corporate a member of the Community Association).

7 Implementation of Environmental Management Plans and use of Environmental Areas

- (a) (i) Eynesbury Holdings must ensure that the Community Association has sufficient resources to carry out initial works to ensure that the Environmental Areas are brought up to a standard within a time frame set out in the Environmental Management Plans whereby the Council, acting reasonably, is satisfied that the maintenance of the Environmental Areas can then be carried out by the Community Association in the manner contemplated by the Environmental Management Plans.

AF859528Y

22/05/2008 497 173



- (ii) Notwithstanding the operation of section 173 of the Act, the obligations in **paragraph (a)(i)** are not intended to bind successors in title to Eynesbury Holdings by virtue of the operation of the Act. However, if before the initial works referred to in **paragraph (a)(i)** have been completed Eynesbury Holdings sells the whole or a substantial portion of that part of the Land which is owned by Eynesbury Holdings at the date of this agreement, Eynesbury Holdings must procure that the person to whom it sells that part of the Land enters into an agreement with the Council to perform the obligations of Eynesbury Holdings in **paragraph (a)(i)**.
 - (iii) If Eynesbury Holdings is required in accordance with **paragraph (a)(ii)** to procure that a person to whom it sells the whole or part of the Land enters into an agreement with the Council to perform the obligations of Eynesbury Holdings in **paragraph (a)(i)**, then, notwithstanding the sale of the Land or any part of it, Eynesbury Holdings is not released from its obligations under **paragraph (a)(i)** until Eynesbury Holdings has procured that person to enter into the required agreement.
- (b) The Community Association must implement the Environmental Management Plans at the cost of the Community Association to the reasonable satisfaction of the Council and the Secretary.
- (c) The Community Association may engage a contractor or contractors for the purpose of complying with the Community Association's obligations under **clause 7(b)**.
- (d) The Community Association will remain responsible for the conduct of its officers, employees, agents, contractors and licensees as if it were the conduct of the Community Association (and whether or not the conduct is expressly or impliedly authorised by the Community Association).
- (e) The Primary Owner agrees that the Environmental Areas will only be used for Natural Systems or Reserves and these will be maintained in accordance with the Environmental Management Plans.
- (f) The Community Association and the Primary Owner must ensure that no Native Vegetation within any Environmental Area is removed, destroyed or lopped, regardless of whether that Native Vegetation is dead or alive, except where this is reasonably necessary:
 - (i) for public safety; or
 - (ii) for fire management in accordance with a fire management plan approved by the Council within whose municipality the relevant Environmental Area is located.
- (g) The Community Association and the Primary Owner must ensure that reports in relation to the compliance of the Community Association with **clause 7(b)** are submitted to the Council and the Secretary in accordance with the requirements of the Environmental Management Plans.

AF859528Y

22/05/2008 \$97 173



8 Payment of Contribution Amount

- (a) Each Owner who is not a member of a Body Corporate must pay the relevant Contribution Amount for that Owner to the Community Association on demand by the Community Association.
- (b) If any Owner who is not a member of a Body Corporate fails to make a payment under **clause 8(a)** within 30 days after receiving an invoice from the Community Association for that payment, then, without limiting any other remedies available to any party to this document, that amount is a debt due to the Community Association and the Community Association may take action in a court or tribunal of competent jurisdiction to compel that Owner to pay the relevant amount to the Community Association.
- (c) Nothing in this **clause 8** or the balance of this Agreement prevents the Community Association from seeking or receiving payments from its members in addition to Contribution Amounts and Body Corporate Contribution Amounts for the purposes of carrying out other functions of the Community Association.
- (d) Nothing in this **clause 8** or the balance of this Agreement prevents a Body Corporate from seeking or receiving payments from its members in addition to amounts payable under this Agreement for the purpose of carrying out other functions of the Body Corporate.

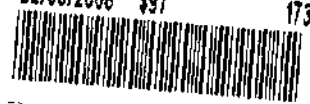
9 Enforcement by Council

- (a) If the Community Association fails to implement and comply with the Environmental Management Plans or any aspect of the Environmental Management Plans, the Council may give the Community Association and may also give the Primary Owner a notice setting out in reasonable detail the matters which the Council considers constitute a failure by the Community Association to implement the Environmental Management Plans. The Council's notice may specify a reasonable period (being not less than 30 days) in which the matters specified in the notice must be remedied.
- (b) The matters specified in the Council's notice must be remedied within the period specified in the Council's notice, or, if no period is specified, within a reasonable period (being not less than 30 days).
- (c) If the matters constituting a breach are not rectified within the specified time, the Council may do whatever the Council reasonably considers necessary to remedy the matters which have not been remedied and, without limiting any other rights of the Council, may recover the cost of so doing from the Community Association and the Primary Owner.
- (d) The Community Association and the Primary Owner will remain jointly and severally liable for any costs incurred by Council in undertaking any rectification works as envisaged by **paragraph (c)** of this clause.

AF859528Y

22/05/2008 \$97

173



- (e) Each Owner indemnifies the Community Association for any amounts payable by the Community Association or under **paragraph (c)** or in carrying out works to comply with a notice under **paragraph (a)**. The indemnity given by each Owner is limited in respect of each Owner to that Owner's Relevant Proportion of the amount claimed.
- (f) The Community Association and, subject to **paragraph (g)**, each Owner indemnifies the Primary Owner for any amounts payable by the Primary Owner under **paragraph (c)**, incurred by the Primary Owner in carrying out works to comply with a notice under **paragraph (a)** or payable by the Primary Owner if the Council exercises a right of indemnity against the Primary Owner under **clause 10**.
- (g) The indemnity given by each Owner to the Primary Owner under **paragraph (f)**:
 - (i) may only be enforced by the Primary Owner if the Primary Owner has used reasonable endeavours to recover the amount claimed from the Community Association and has been unable to do so; and
 - (ii) is limited in respect of each Owner to that Owner's Relevant Proportion of the amount claimed.
- (h) For the avoidance of doubt, but without limiting any rights of the Council or of any other person, the Council advises any parties having an interest in this Agreement that:
 - (i) while the Council may bring proceedings under the Act to enforce any obligation imposed on a party other than the Council under this Agreement, it is not obliged to do so; and
 - (ii) in particular, but without limiting **paragraph (h)(i)**, the Council may elect not to enforce obligations owed by parties to this Agreement to parties other than the Council.

10 Additional rights – Council

- (a) Subject to **paragraph (d)**, each Owner guarantees to the Council that the Community Association will comply with this Agreement.
- (b) Subject to **paragraph (d)**, each Owner continually indemnifies the Council from and against any loss or damage (including indirect, consequential or special loss or damage), costs and expenses (including legal costs on a full indemnity basis) that the Council suffers or incurs as a result of or in connection with any failure by the Community Association to comply with this Agreement.
- (c) Each Owner's obligations under this **clause 10** and the indemnities to the Primary Owner and the Community Association in **clause 9**:
 - (i) survive the expiry or termination of this Agreement or any Body Corporate Agreement;
 - (ii) are enforceable notwithstanding that:

AF859528Y

22/05/2008 \$97

173



- (A) any other person (whether named as a party or not) was never, partly or completely bound by this Agreement or any Body Corporate Agreement;
 - (B) any person ceases, partly or completely, to be bound by this Agreement or any Body Corporate Agreement;
 - (C) this Agreement or any Body Corporate Agreement or any part of either or them is void, voidable or unenforceable;
 - (D) an indemnified party makes any other agreement with or compromises with or releases the Community Association or any Owner or Body Corporate; or
 - (E) an indemnified party delays in enforcing or waives a right under this Agreement or any Body Corporate Agreement.
- (d) The obligations of each Owner (other than the Primary Owner) to the Council under this **clause 10**:
- (i) may only be enforced by the Council if the Council has used reasonable endeavours to recover the amount claimed from the Community Association and has been unable to do so; and
 - (ii) is limited in respect of each Owner (other than the Primary Owner) to that Owner's Relevant Proportion of the amount claimed.

11 Amendment of Environmental Management Plans

The Community Association, or, if **clause 14(a)** applies, the Primary Owner, may at any time make a request to the Council and the Secretary in writing for an amendment to the Environmental Management Plans. The Council and the Secretary must not unreasonably refuse any request which is consistent with the maintenance of the ecological value of the vegetation within the Environmental Areas.

12 Access to Environmental Areas

- (a) Each Primary Owner must permit the Community Association, each Body Corporate, the Secretary, the Council and, where the circumstances of **clause 15** apply, each other Owner to have reasonable access to the Environmental Areas owned by that Primary Owner to enable the person seeking access to enforce that person's rights or comply with that person's obligations under this Agreement or the Body Corporate Agreement.
- (b) Each Primary Owner must permit access by the public, including Body Corporate members, to the Environmental Areas owned by the Primary Owner, but this access may be limited so that it is consistent with the Environmental Management Plans and any other restriction requested by the Community Association and agreed to by the Council.

AF859528Y

22/05/2008 \$97 173



13 Pest Control

- (a) Each Owner must comply with the Pest Control Strategy to the extent that the Pest Control Strategy is applicable to that Owner's land and must ensure that any Body Corporate of which the Owner is a member complies with the Pest Control Strategy in respect of common property of that Body Corporate.
- (b) Each Owner who is a member of a Body Corporate must ensure that, to the extent legally permissible, the Body Corporate includes in its rules a rule requiring each member of the Body Corporate to comply with the Pest Control Strategy in respect of that member's land and must ensure that the Body Corporate takes reasonable steps to monitor compliance with the rule and to enforce the rule if it is not complied with.
- (c) A Body Corporate or an Owner who is not a member of a Body Corporate may request an amendment to the Pest Control Strategy to the extent that the Pest Control Strategy affects that Owner's land or land affected by that Body Corporate. No Body Corporate or Owner may request an amendment more than once in any 12 month period. Any request for amendment is to be made to the Council and will be deemed made if agreed by the Council in writing. The Council must not unreasonably refuse any request.

14 Record of amendments

The Council may keep records of amendments to the Environmental Management Plans and the Pest Control Strategy which are made in accordance with this Agreement. If the Council keeps records, the Council must make current copies of the Environmental Management Plans and the Pest Control Strategy, incorporating all amendments, available for inspection by any Owner upon request.

15 Failure by Community Association

- (a) If for any reason the Community Association is unable or unwilling to comply with the Community Association's obligations under **clause 7**, then, without limiting the Council's rights under **clauses 9 and 10**, the Primary Owner, each Body Corporate (pursuant to the terms of the Body Corporate Agreement) and each Owner which is not a member of a Body Corporate must do so and each Owner must procure the Body Corporate of which that Owner is a member to comply with its obligations in that regard under the Body Corporate Agreement.
- (b) Each Owner which is not a member of a Body Corporate must, and each Owner which is a member of a Body Corporate must procure that Body Corporate, to indemnify each Body Corporate and each other Owner which performs obligations under **paragraph (a)** on the basis that each Owner who is not a member of a Body Corporate and each Body Corporate pays (either directly or indirectly, by payment under the indemnity) that Owner's

AF859528Y

22/05/2008 \$97

173



or Body Corporate's Relevant Proportion of the total cost of carrying out those obligations and no more.

- (c) If for any reason a Body Corporate is unable or unwilling to perform the obligations of the Community Association as required by **clause 15(a)**, then, without limiting the Council's rights under **clauses 9 and 10**, each Owner who is a member of that Body Corporate must carry out the Community Association's obligations under **clause 7** of this Agreement, but the Owner is not obliged in so doing to incur expenditure in excess of that Owner's Contribution Amount.

16 Body Corporate

16.1 Execution of Body Corporate Agreement

Each Owner who subdivides any part of the Land so as to create a Body Corporate must procure that Body Corporate to execute and register a Body Corporate Agreement forthwith after the Body Corporate is created. The Council, the Primary Owner and the Community Association must also execute that Body Corporate Agreement.

16.2 Performance of Body Corporate Agreements

Each Owner must do all things reasonably within the control of that Owner to ensure that any Body Corporate of which the Owner is a member complies with that Body Corporate's obligations under the Body Corporate Agreement. For this purpose, "obligations" includes anything which is expressed as an obligation of the Body Corporate, even if, for any reason, it is not binding on the Body Corporate or is asserted not to be binding on the Body Corporate.

16.3 Farm Lot

If the Farm Lot is subdivided so that it becomes more than one lot and the lots so created are not already affected by a Body Corporate which has executed a Body Corporate Agreement, then the lots so created must be affected by a Body Corporate and that Body Corporate must execute a Body Corporate Agreement.

17 General

17.1 Notice

The Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the Land.

17.2 Registration

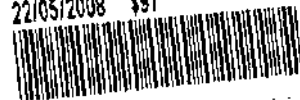
The Owner covenants to:

- (a) consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act (which the Council must do as soon as reasonably possible after the date of this Agreement);

AF859528Y

22/05/2008 \$97

173



- (b) do all things necessary to enable the Council to do so 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; and
- (c) lodge the application with the Registrar of Titles if requested to do so by the Council.

17.3 Council's Costs to be Paid

Eynesbury Holdings must within 30 days of receipt of a tax invoice for the relevant amount pay to the Council the Council's reasonable costs and expenses (including reasonable legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment execution and registration by the Council of this Agreement which are and until paid will remain a debt due to Council.

17.4 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

17.5 No Waiver

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

17.6 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 remain operative.

17.7 No Fettering of Council's Powers

This Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the Land or the issue of a statement of compliance in connection with any such plans.

17.8 Owners of Reserves

The obligations in clauses 6, 8 and 15 of this Agreement do not apply to an Owner of a Reserve (except to the extent that the Owner also owns other land which is subject to this Agreement).

17.9 Mortgagee's Consent

The Owner must obtain the consent to this Agreement of each person who is a mortgagee of the Land as at the date of this document in the form of the consent in annexure 6.

AF859528Y

22/05/2008 \$97

173



18 Notices

18.1 Service of Notice

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

- (a) personally on the party;
- (b) by sending it by pre-paid post, addressed to that party at that party's address specified in this document or subsequently notified to each party as that party's address for service;
- (c) by facsimile to the person's number for service specified in this document or subsequently notified to each party; or
- (d) in the case of any Owner who is not a party to this document, by sending it to the address recorded in the Council's records as the address for the giving of rate notices.

18.2 Time of Service

A notice or other communication is deemed served:

- (a) if served personally, upon service;
- (b) if posted within Australia to an Australian address, 2 Business Days after posting, and in any other case, 7 Business Days after posting;
- (c) if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; or
- (d) if received after 6.00 pm in the place of receipt or on a day which is not a Business Day, at 9.00 am on the next Business Day.

AF859528Y



Executed as a deed.

The common seal of **Melton Shire Council** was hereto affixed on the
with the authority of
Council



.....
Councillor

.....
Chief Executive

The common seal of **Wyndham City Council** was hereto affixed on the
with the authority of
Council



.....
Councillor

.....
Chief Executive

Executed by Eynesbury Holdings Pty Ltd:

.....
Company Secretary/Director

CAROLINE RUTH BARTON

.....
Name of Company Secretary/Director
(print)

.....
Director

STUART JIM WHITEWOOD

.....
Name of Director (print)

AF859528Y

22/05/2008 \$97

173



Executed by Woodhouse Pastoral
Company Pty Ltd:

Company Secretary/Director

STEVEN CREEGAN
Name of Company Secretary/Director
(print)

Director

ANTHONY JOHN SALLIEU
Name of Director (print)

The common seal of Eynesbury
Community Association Inc is affixed
in the presence of:

Committee Member

STUART JIM WHITEWOOD

Name of Committee Member (print)

CAROLINE RUTH BARTON

Committee Member BARRY FRANCIS CRONIN

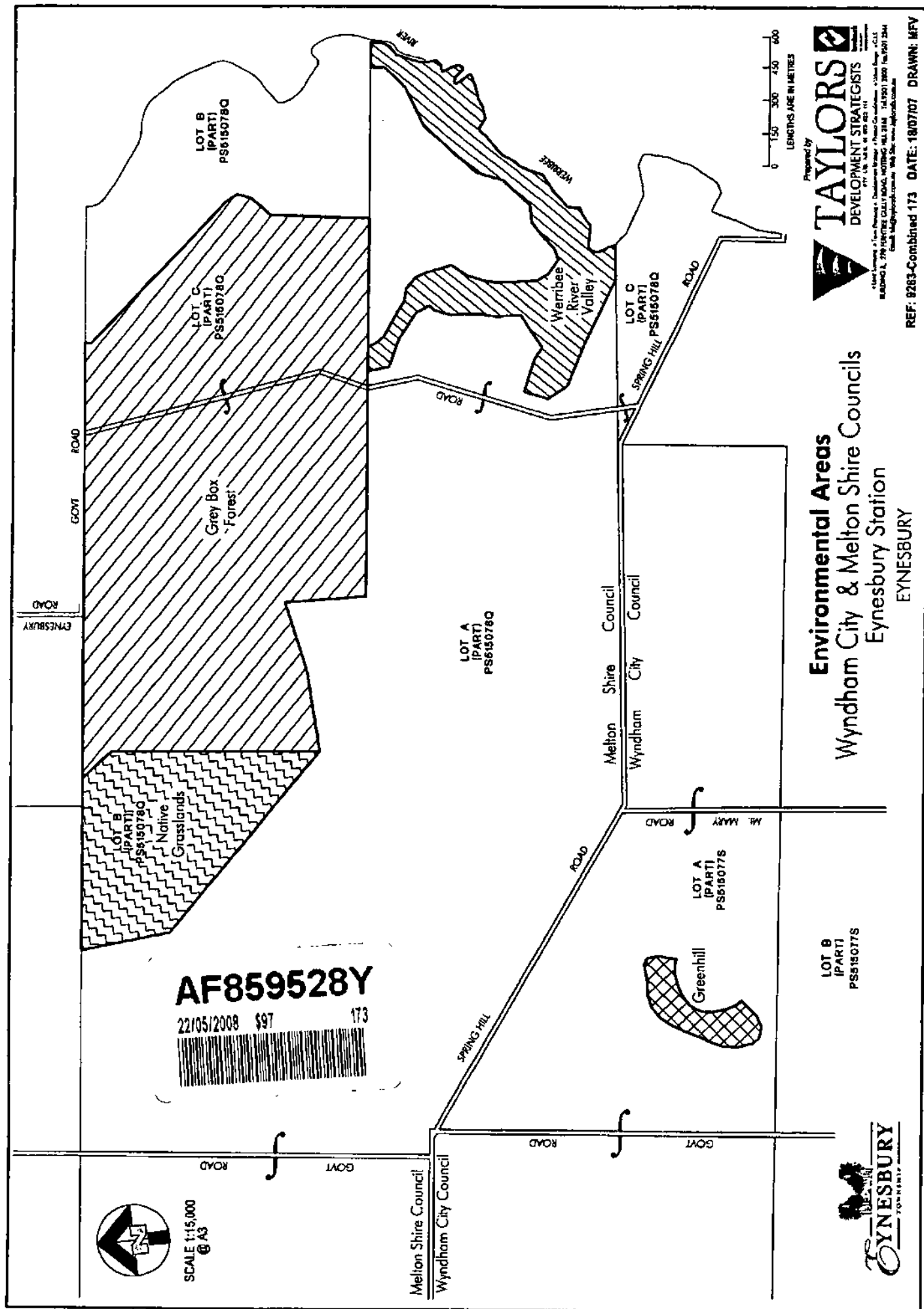
Eynesbury Holdings Pty Ltd
Name of Committee Member (print)





Annexure 1

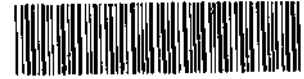
Environmental Areas



AF859528Y

22/05/2008 \$97

173



Annexure 2

Contribution Rates

- (a) The total Implementation Cost is to be apportioned between all Bodies Corporate and all Owners who are not members of a Body Corporate in the same manner as the Fees of the Community Association are to be apportioned between Members of the Community Association in accordance with the Rules of the Community Association (it being acknowledged that each Body Corporate and each Owner who is not a member of a Body Corporate must be a member of the Community Association in accordance with this document).

The amounts apportioned to Owners who are not members of a Body Corporate are the Contribution Amounts for those Owners.

- (b) The Contribution Amount for each Owner who is a member of a Body Corporate is the amount apportioned to that Owner's Body Corporate in accordance with **paragraph (a)** multiplied by the Owner's lot liability in the Body Corporate and divided by the total of all lot liabilities in the Body Corporate.
- (c) For the purposes of **paragraph (a)**, the method of apportionment of Fees specified in the Rules of the Community Association as at the date of this document is the method of apportionment set out below. If for any reason the Rules of the Community Association do not specify a method of apportionment at any time, then the method of apportionment set out below applies for the purposes of **paragraph (a)**. In that case:
- (i) references to "Fees" are taken to be references to the "Implementation Cost";
 - (ii) if the Committee of the Community Association does not exist, references to the Committee of the Community Association are taken to be references to the Council; and
 - (iii) if any person whom this Agreement contemplates would be a member of the Community Association is not in fact a Member of the Community Association, that person is taken to be a Member in the appropriate Membership Class.

Current Apportionment Method

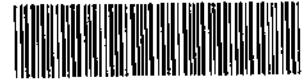
1 Division of fees between Membership Classes

- (a) All Fees must be apportioned between the Membership Classes in the following proportions:
- (i) Residential Members – 90%;
 - (ii) Retail/Commercial Members – 2.5%;
 - (iii) Hotel Members – 2.5%;
 - (iv) Golf Members – 2.5%; and

AF859528Y

22/05/2008 \$97

173



- (v) Agricultural Members – 2.5%.

Note that no fees are payable by the Councils (if they are Members), the owner of the Environmental Areas (in that capacity) or the owner of the Undeveloped Land (in that capacity).

- (b) If there are no Members in a particular Membership Class, the proportion of the Fees which would otherwise be payable by that Membership Class must be paid by the Residential Members unless the Committee determines otherwise.

2 Apportionment of Fees within Membership Classes

- (a) Where there is more than one Residential Member, the total Fees payable by Residential Members will be divided between Residential Members on the basis of the number of Lots represented by each Residential Member. Where a Member is registered proprietor of a Lot, the Member is taken to represent that Lot for this purpose (and if there are two or more registered proprietors of a Lot, each such registered proprietor is taken to represent a proportionate share of that Lot, so if there are two registered proprietors of a Lot they will be taken to represent half a Lot each).
- (b) If there is more than one Hotel Member or more than one Retail/Commercial Member, the total Fees payable by the relevant Membership Class will be apportioned between members of that Membership Class on the basis of total floor area (as determined by the Committee) comprised within Lots represented by each Member. Where a Member is registered proprietor of a Lot, the Member is taken to represent that Lot for this purpose (and if there are two or more registered proprietors of a Lot, each such registered proprietor is taken to represent a proportionate share of that Lot, so if there are two registered proprietors of a Lot they will be taken to represent half a Lot each).
- (c) If there is more than one Agricultural Member or more than one Golf Member, the total Fees payable by the relevant Membership Class will be apportioned between members of that Membership Class on the basis of the total land area (as determined by the Committee) comprised within Lots represented by each Member. Where a Member is registered proprietor of a Lot, the Member is taken to represent that Lot for this purpose (and if there are two or more registered proprietors of a Lot, each such registered proprietor is taken to represent a proportionate share of that Lot, so if there are two registered proprietors of a Lot they will be taken to represent half a Lot each).
- (d) Notwithstanding anything to the contrary in this clause, the Committee's determination in relation to the proportion of total Fees payable by a Membership Class or by members within that Membership Class is final and binding.

AF859528Y

22/05/2008 \$97

173



3 Definitions

Agriculture has the same meaning as is given to that term in the Melton Planning Scheme.

Agricultural Land means land which is used or intended to be used predominantly for Agriculture, but excludes Undeveloped Land.

Agricultural Members means each Member which is, or which is a Body Corporate which represents, a registered proprietor of Agricultural Land.

Commercial Land means all land within Eynesbury (other than the Environmental Areas and Reserves vested in the Council or another authority) which is not Agricultural Land, Golf Land, Hotel Land, Residential Land or Undeveloped Land.

Eynesbury means all of the land which at the date of incorporation of the Community Association was included within plans of subdivision PS515077S and PS515078Q.

Golf Land means land which is used or intended to be used predominantly for or in association with a golf course.

Golf Members means each Member which is, or which is a Body Corporate which represents, a registered proprietor of Golf Land.

Hotel means premises providing hotel style accommodation and associated facilities.

Hotel Land means land which is used or intended to be used predominantly for a Hotel.

Hotel Members means each Member which is, or which is a Body Corporate which represents, the registered proprietor of Hotel Land.

Lot means each part of Eynesbury which is comprised in a separate certificate of title (but, for the avoidance of doubt, where several certificates of title are issued for different interests in the same parcel of land, that parcel of land comprises one Lot for the purposes of this Agreement).

Member means a member of the Community Association.

Membership Class means the class of Membership to which Members of the Community Association belong as designated by the Committee in accordance with the rules of the Community Association.

Mixed Use Zone means that part of Eynesbury which at the date of incorporation of the Association was zoned as "Mixed Use" under the Melton Planning Scheme or the Wyndham Planning Scheme.

Residential Land means land within Eynesbury which is used or intended to be used predominantly for residential purposes, but excludes Undeveloped Land and the Hotel Land.

Residential Members means each Member which is, or which is a Body Corporate which represents, a registered proprietor of Residential Land.

Retail/Commercial Members means each Member which is, or which is a Body Corporate which represents, a registered proprietor of Commercial Land.

AF859528Y

22/05/2008 \$97 173



Undeveloped Land means any land within the Mixed Use Zone which has not since the date of incorporation of the Community Association either been subdivided (other than to create a stage lot) or developed for a use for which it was not used as at the date of incorporation of the Community Association.



Annexure 3

Environmental Management Plans

- 1 Eynesbury Station Mixed Use Zone – Environmental Management Plan – Eynesbury Grey Box Woodland – Brett Lane and Associates, February 2004.
- 2 Eynesbury Station Mixed Use Zone – Environmental Management Plan Native Grassland Area – Brett Lane and Associates, December 2003.
- 3 Eynesbury Station Mixed Use Zone – Environmental Management Plan – The Gorge and Werribee River Environs – Brett Lane and Associates, June 2004.
- 4 Environmental Management Plan – Greenhill – Brett Lane & Associates 2003.32 (1.9).
- 5 Net Gain Offset Options Plan and Tracking System – Native Vegetation. Eynesbury Station Development – Brett Lane & Associates Pty Ltd 2004.43 (9.12) (but only to the extent that this document requires works to be carried out within the Environmental Areas in respect of native vegetation and those works are in addition to the works specified in the plans referred to in **paragraphs 1-4**).

AF859528Y

22/05/2008 \$97

173



Annexure 4

Pest Control Strategy

Eynesbury Station Environmental Management Strategy – Pest Plants and Animals – Brett Lane and Associates Pty Ltd, December 2003.

AF859528Y

22/05/2008

\$97

173



Annexure 5

Body Corporate Agreement

Bourke Place
600 Bourke Street Melbourne VIC 3000
GPO Box 9925 VIC 3001
Tel (03) 9672 3000
Fax (03) 9672 3010
www.corrs.com.au

**CORRS
CHAMBERS
WESTGARTH**
lawyers

Sydney
Melbourne
Brisbane
Perth
Gold Coast

AF859528Y

22/05/2008 \$97 173



Melton Shire Council

Wyndham City Council

Body Corporate No. # PS543210K

Woodhouse Pastoral Company Pty Ltd

Eynesbury Community Association Inc

Section 173 Agreement

Subject Land: Eynesbury

AF859528Y

22/05/2008 \$97

173



Contents

1	Definitions and Interpretation	2
2	Agreement under section 173 of the Act	5
3	Effect of Agreement	5
4	Body Corporate's Warranties	5
5	Successors in Title	6
6	Membership of Community Association	6
7	Implementation of Environmental Management Plans and use of Environmental Areas	7
8	Payment of Contribution Amount	7
9	Enforcement by Council	7
10	Additional rights - Council	9
11	Access to Environmental Areas	9
12	Pest Control	10
13	Failure by Community Association	10
14	Principal Agreement	10
15	General	11
16	Notices	12

AF859528Y



Date

Parties

Melton Shire Council of Civic Centre, 232 High Street, Melton, Victoria 3337
(Melton Council)

Wyndham City Council of 45 Princes Highway, Werribee, Victoria, 3030
(Wyndham Council)

Body Corporate No. # PS543210K of #
(Body Corporate)

Eynesbury Community Association Inc. of c/- Mutual Trust, Level 33, 360
Collins Street, Melbourne, Victoria 3000 (Community Association)

Woodhouse Pastoral Company Pty Ltd ACN 004 171 859 of C/- Mutual
Trust, Level 33, 360 Collins Street, Melbourne, Victoria 3000 (**Primary Owner**)
[or substitute current owner of the Environmental Areas]

Background

- A The Body Corporate is a body corporate affecting lots on PS543210K and is registered as the proprietor of the Affected Land.
- B The Melton Council is the Responsible Authority pursuant to the Act for the Melton Scheme.
- C The Wyndham City Council is the Responsible Authority pursuant to the Act for the Wyndham Scheme.
- D The Affected Land is subject to the Incorporated Plan Overlay.
- E The Incorporated Plan requires the preparation of environmental management plans for the Land, including the Environmental Areas. In particular, the Incorporated Plan Overlay requires that prior to the commencement of development in accordance with the Incorporated Plan, legal strategies must be prepared to ensure that there is a shared responsibility on the part of the owners and operators of all the agricultural, residential, commercial and recreational components of the Land for the implementation of environmental management strategies for:
 - water and stream management;
 - flora and fauna protection;
 - control of pest, plants and animals.

In particular, these strategies must address the implementation of management plans for the Environmental Areas.

AF859528Y

22/05/2008 197 173



- F The Community Association has been formed, inter alia, as a vehicle to enable each Owner to share responsibility for the implementation of the Environmental Management Plans as required by the Incorporated Plan Overlay.
- G This Agreement forms part of the legal strategies referred to in Recital E which have been prepared to the satisfaction of the Council as Responsible Authority.
- H This Agreement is intended to advance the objectives of the Scheme and in particular to achieve the objectives of the Incorporated Plan Overlay referred to in Recital E.
- I The Council, the Body Corporate and the Community Association have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.
- J The Secretary is a referral authority in relation to certain planning permit applications in relation to the removal of native vegetation pursuant to clause 66.02-3 of each of the Schemes.
- K By entering into this Agreement, the Body Corporate is, inter alia, carrying out a function conferred by law and providing a service to its members.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

Act means the Planning and Environment Act 1987.

Affected Land means common property no. # on PS543210K.

Agreement means this agreement.

Body Corporate Contribution Amount means that proportion of the Implementation Cost which is payable by the Body Corporate, calculated in accordance with annexure 2.

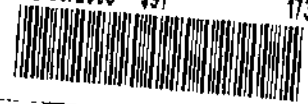
Business Day means Monday to Friday excluding public holidays in Victoria. **Council** means each of the Melton Council and the Wyndham Council, provided that:

- (a) each right or discretion of a Council under this Agreement may only be exercised in respect of Environmental Areas (and Environmental Management Plans relating to those Environmental Areas), Land and Owners of Land to the extent that the Environmental Areas or the Land, as the case may be, are located within that Council's municipality; and
- (b) any obligations of a Council under this Agreement relate only to Environmental Areas (and Environmental Management Plans relating to those Environmental Areas), Land and Owners of Land, to the extent

AF859528Y

22/05/2008 \$97

173



that the Environmental Areas or the Land, as the case may be, are located within that Council's municipality.

Environmental Areas means those areas referred to in the Incorporated Plan as the Grey Box Forest, the Native Grasslands, the Werribee River Valley (within the Shire of Melton) and Greenhill, which include the areas identified in the plan in **annexure 1** (but subject to any changes to the exact boundaries of those areas as agreed by the Council for the municipality in which any relevant area is located and the Community Association from time to time).

Environmental Management Plans means the environmental management plans for the Environmental Areas referred to in **annexure 3**, and includes:

- (a) those plans as amended from time to time in accordance with the terms of this Agreement; and
- (b) any covenants registered on the title to the Environmental Areas which are enforceable by Trust for Nature or any similar organisation.

Implementation Cost means the total cost of implementing the Environmental Management Plans and also includes any additional costs incurred by the Community Association in complying with its obligations under this Agreement or the Primary Agreement, including costs relating to enforcement of the Agreement or the Primary Agreement by or against the Community Association and any amounts payable by a Community Association member which are unpaid and which, after use of reasonable endeavours, the Community Association is unable to recover.

Incorporated Plan means the "Eynesbury Station Incorporated Plan, September 2001" which is an incorporated document in the Scheme.

Incorporated Plan Overlay means the Incorporated Plan Overlay control (Schedule 1) affecting the Land under the Melton Scheme or the Wyndham Scheme as the case may be.

Land means the whole of the land which as at the date of the Principal Agreement was comprised in plan of subdivision PS 515077S and PS 515078Q.

Melton Scheme means the Melton Planning Scheme.

Mixed Use Zone means that part of the Land which as at the date of this Agreement was zoned as "Mixed Use" under the Scheme.

Native Vegetation has the same meaning as in the Scheme.

Natural Systems has the same meaning as in the Scheme.

Owner includes the person or persons (other than the Body Corporate) from time to time registered or entitled to be registered as the proprietor of an estate in fee simple in the Land or any part of it.

Pest Control Strategy means the pest control strategy attached as referred to in **annexure 4** and includes that strategy as varied from time to time in accordance with this Agreement.

AF859528Y

22/05/2009 \$97

173



Primary Owner means any Owner from time to time of an Environmental Area (including, if it becomes an Owner, Trust for Nature).

Principal Agreement means the section 173 agreement registered number #, a copy of which is attached as **annexure 5**.

Relevant Proportion when applied to an amount means that proportion of the amount calculated using the method in **annexure 2** as though the amount in question were the Implementation Cost.

Reserve has the same meaning as in the *Subdivision Act 1988 (Vic)*.

Responsible Authority means the Melton Council for Land within the Shire of Melton and the Wyndham Council for Land within the Shire of Wyndham.

Scheme means the Melton Scheme and the Wyndham Scheme.

Secretary means the Secretary to the Department of Sustainability and the Environment (or any successor to that Department which is responsible for native vegetation management).

Trust for Nature means Trust for Nature (Victoria), a body corporate established under the *Victorian Conservation Trust Act 1992 (Vic)*.

Wyndham Scheme means the Wyndham Planning Scheme.

1.2 Interpretation

In this Agreement, unless expressed or implied to the contrary:

- (a) undefined terms or words have the meanings given to them in the Act or the relevant Scheme;
- (b) the singular includes the plural and vice versa;
- (c) a gender includes the other gender;
- (d) a reference to a person includes a reference to a firm, corporation or other corporate body;
- (e) a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- (f) a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- (g) where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;
- (h) all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- (i) the recitals to this Agreement form part of this Agreement; and
- (j) where any form of the word "include" is used, it is to be read as if followed by the words "without limitation".

AF859528Y

22/05/2008 197 173



2 Agreement under section 173 of the Act

- (a) The Council, the Body Corporate and the Community Association agree that without limiting or restricting their respective powers to enter into, be bound by or enforce this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.
- (b) Without limiting **paragraph (a)**, the Body Corporate acknowledges that:
 - (i) upon registration of this Agreement in accordance with **clause 17.2(a)**, the burden of the Body Corporate's obligations in this Agreement will run with the Affected Land; and
 - (ii) if the Body Corporate breaches an obligation of the Body Corporate in this Agreement (including a requirement to make a payment to any person, including the Community Association or the Primary Body Corporate), that breach will result in the Body Corporate's use or development of the Land contravening the Act so that the person affected by the breach, without limiting any other rights of that person, will be entitled to apply to the Victorian Civil & Administrative Tribunal for an enforcement order in accordance with section 114 of the Act.

3 Effect of Agreement

- (a) This Agreement is effective from the date of this Agreement.
- (b) The Body Corporate's use and development of the Affected Land is subject to the conditions and obligations set out in this Agreement.
- (c) The Body Corporate's obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the Affected Land to bind the Body Corporate and each successor, assign or transferee of the Body Corporate, including the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Affected Land.

4 Body Corporate's Warranties

Without limiting the operation or effect of this Agreement, the Body Corporate warrants that:

- (a) except for the parties to this Agreement, any mortgagee who has consented to this Agreement and any other persons disclosed in writing to the Council before the signing of this Agreement, no other person has any interest either legal or equitable in the Affected Land which may be affected by this Agreement or by development or use of the Affected Land pursuant to the Scheme or any permit or approved plan under the Scheme; and
- (b) the Body Corporate has obtained all necessary authorities and consents to bind all persons who have any interest either legal or equitable in the

AF859528Y

22/05/2008 \$97 173



Affected Land (including those identified in paragraph (a)) to the terms of this Agreement.

5 Successors in Title

Without limiting the operation or effect of this Agreement, the Body Corporate must ensure that, until this Agreement is recorded on the folio of the register which relates to the Affected Land, the Body Corporate's successors in title will:

- (a) give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by this Agreement.

6 Membership of Community Association

- (a) The Body Corporate must at all times:
 - (i) be a member of the Community Association;
 - (ii) comply with the rules and other constitutional documents of the Community Association and pay when due all fees, subscriptions, levies and other charges payable by the Body Corporate as a member of the Community Association;
 - (iii) to the extent permitted by law, include in the rules of the Body Corporate an acknowledgement of the Body Corporate's obligations under this Agreement;
 - (iv) procure the Community Association to comply with the obligations of the Community Association under this Agreement and the Primary Agreement; and
 - (v) not permit the Community Association to be wound up, dissolved or otherwise terminated without first putting in place to the satisfaction of the Council alternative arrangements for the performance of the Community Association's obligations under this Agreement.
- (b) The Council may, but is not obliged to be, a member of the Community Association. If the Council wishes to join the Community Association, it may do so in a non-voting, non-fee paying capacity.
- (c) The Body Corporate may impose levies on its members to enable the Body Corporate to discharge the obligations imposed on the Body Corporate under this Agreement.

AF859528Y

22/05/2008 \$97 173



7 Implementation of Environmental Management Plans and use of Environmental Areas

- (a) The Community Association must implement the Environmental Management Plans at the cost of the Community Association to the reasonable satisfaction of the Council and the Secretary.
- (b) The Community Association may engage a contractor or contractors for the purpose of complying with the Community Association's obligations under **clause 7(a)**.
- (c) The Community Association will remain responsible for the conduct of its officers, employees, agents, contractors and licensees as if it were the conduct of the Community Association (and whether or not the conduct is expressly or impliedly authorised by the Community Association).
- (d) The Community Association and the Primary Owner must ensure that no Native Vegetation within any Environmental Area is removed, destroyed or lopped, regardless of whether that Native Vegetation is dead or alive, except where this is reasonably necessary:
 - (i) for public safety; or
 - (ii) for fire management in accordance with a fire management plan approved by the Council within whose municipality the relevant Environmental Area is located.
- (e) The Community Association and the Primary Owner must ensure that reports in relation to the compliance of the Community Association with **clause 7(b)** are submitted to the Council and the Secretary in accordance with the requirements of the Environmental Management Plans.

8 Payment of Contribution Amount

- (a) The Body Corporate must pay the Body Corporate Contribution Amount for the Body Corporate to the Community Association on demand by the Community Association.
- (b) Nothing in this **clause 8** or the balance of this Agreement prevents a Body Corporate from seeking or receiving payments from its members in addition to amounts payable under this Agreement for the purpose of carrying out other functions of the Body Corporate.

9 Enforcement by Council

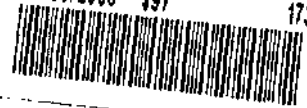
- (a) If the Community Association fails to implement and comply with the Environmental Management Plans or any aspect of the Environmental Management Plans, the Council may give the Community Association and may also give the Primary Owner a notice setting out in reasonable detail the matters which the Council considers constitute a failure by the Community Association to implement the Environmental Management

AF859528Y

22/05/2008

197

173



Plans. The Council's notice may specify a reasonable period (being not less than 30 days) in which the matters specified in the notice must be remedied.

- (b) The matters specified in the Council's notice must be remedied within the period specified in the Council's notice or, if no period is specified, within a reasonable period (being not less than 30 days).
- (c) If the matters constituting a breach are not rectified within the specified time, the Council may do whatever the Council reasonably considers necessary to remedy the matters which have not been remedied and, without limiting any other rights of the Council, may recover the cost of so doing from the Community Association and the Primary Owner.
- (d) The Community Association and the Primary Owner will remain jointly and severally liable for any costs incurred by Council in undertaking any rectification works as envisaged by **paragraph (c)** of this clause.
- (e) The Body Corporate indemnifies the Community Association for any amounts payable by the Community Association or under **paragraph (c)** or in carrying out works to comply with a notice under **paragraph (a)**. The indemnity given by the Body Corporate is limited to the Body Corporate's Relevant Proportion of the amount claimed.
- (f) The Community Association and, subject to **paragraph (g)**, the Body Corporate, indemnifies the Primary Owner for any amounts payable by the Primary Owner under **paragraph (c)**, incurred by the Primary Owner in carrying out works to comply with a notice under **paragraph (a)** or payable by the Primary Owner if the Council exercises a right of indemnity against the Primary Owner under **clause 10**.
- (g) The indemnity given by the Body Corporate to the Primary Owner under **paragraph (f)**:
 - (i) may only be enforced by the Primary Owner if the Primary Owner has used reasonable endeavours to recover the amount claimed from the Community Association and has been unable to do so; and
 - (ii) is limited to the Body Corporate's Relevant Proportion of the amount claimed.
- (h) For the avoidance of doubt, but without limiting any rights of the Council or of any other person, the Council advises any parties having an interest in this Agreement that:
 - (i) while the Council may bring proceedings under the Act to enforce any obligation imposed on a party other than the Council under this Agreement, it is not obliged to do so; and
 - (ii) in particular, but without limiting **paragraph (h)(i)**, the Council may elect not to enforce obligations owed by parties to this Agreement to parties other than the Council.

AF859528Y

22/05/2008 \$97

173



10 Additional rights - Council

- (a) The Body Corporate guarantees to the Council that the Community Association will comply with this Agreement.
- (b) Subject to **paragraph (d)**, the Body Corporate continually indemnifies the Council from and against any loss or damage (including indirect, consequential or special loss or damage), costs and expenses (including legal costs on a full indemnity basis) that the Council suffers or incurs as a result of or in connection with any failure by the Community Association to comply with this Agreement or the Principal Agreement.
- (c) The Body Corporate's obligations under this **clause 10** and the indemnity to the Primary Owner and the Community Association in **clause 9**:
 - (i) survive the expiry or termination of this Agreement or the Principal Agreement;
 - (ii) are enforceable notwithstanding that:
 - (A) any other person (whether named as a party or not) was never, partly or completely bound by this Agreement or the Principal Agreement;
 - (B) any person ceases, partly or completely, to be bound by this Agreement or the Principal Agreement;
 - (C) this Agreement or the Principal Agreement or any part of either or them is void, voidable or unenforceable;
 - (D) an indemnified party makes any other agreement with or compromises with or releases the Community Association or any Owner or Body Corporate; or
 - (E) an indemnified party delays in enforcing or waives a right under this Agreement or the Principal Agreement.
- (d) The obligations of the Body Corporate to the Council under this **clause 10**:
 - (i) may only be enforced by the Council if the Council has used reasonable endeavours to recover the amount claimed from the Community Association and has been unable to do so; and
 - (ii) is limited in respect of the Body Corporate to the Body Corporate's Relevant Proportion of the amount claimed.

11 Access to Environmental Areas

- (a) If the Body Corporate is a Primary Owner, the Body Corporate must permit the Community Association, each other Body Corporate, the Secretary, the Council and, where the circumstances of **clause 13** apply, each other Owner to have reasonable access to the Environmental Areas owned by the Body Corporate to enable the person seeking

AF859528Y



access to enforce that person's rights or comply with that person's obligations under this Agreement or the Principal Agreement.

- (b) If the Body Corporate is a Primary Owner, the Body Corporate must permit access by the public, including Body Corporate members, to the Environmental Areas owned by the Body Corporate, but this access may be limited so that it is consistent with the Environmental Management Plans and any other restriction requested by the Community Association and agreed to by the Council.

12 Pest Control

- (a) The Body Corporate must comply with the Pest Control Strategy to the extent that the Pest Control Strategy is applicable to the Affected Land.
- (b) To the extent legally possible, the Body Corporate must include in its rules a rule requiring each member of the Body Corporate to comply with the Pest Control Strategy in respect of that member's land and must take reasonable steps to monitor compliance with the rule and to enforce the rule if it is not complied with.
- (c) The Body Corporate may request an amendment to the Pest Control Strategy to the extent that the land affected by the Body Corporate is affected by the Pest Control Strategy. The Body Corporate may not request an amendment more than once in any 12 month period. Any request for amendment is to be made to the Council and will be deemed made if agreed by the Council in writing. The Council must not unreasonably refuse any request.

13 Failure by Community Association

- (a) If for any reason the Community Association is unable or unwilling to comply with the Community Association's obligations under **clause 7**, then, without limiting the Council's rights under **clauses 9 and 10**, the Body Corporate and the Primary Owner and each Owner which is not a member of a Body Corporate (pursuant to the terms of the Primary Agreement) must do so.
- (b) The Body Corporate must indemnify each Body Corporate and each other Owner which performs obligations referred to in **paragraph (a)** on the basis that each Owner who is not a member of a Body Corporate and each Body Corporate pays (either directly or indirectly, by payment under the indemnity) that Owner's or Body Corporate's Relevant Proportion of the total cost of carrying out those obligations and no more.

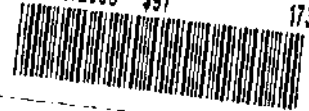
14 Principal Agreement

The Body Corporate must do all things reasonably within its control to ensure that its members comply with their obligations under the Principal Agreement.

AF859528Y

22/05/2008 \$97

173



15 General

15.1 Notice

The Body Corporate covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the Affected Land.

15.2 Registration

The Body Corporate covenants to:

- (a) consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the Affected Land in accordance with Section 181 of the Act (which the Council must do as soon as reasonably possible after the date of this Agreement);
- (b) do all things necessary to enable the Council to do so 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; and
- (c) lodge the application with the Registrar of Titles if requested to do so by the Council.

15.3 Council's Costs to be Paid

The Body Corporate must within 30 days of receipt of a tax invoice for the relevant amount pay to the Council the Council's reasonable costs and expenses (including reasonable legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration by the Council of this Agreement which are and until paid will remain a debt due to Council.

15.4 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

15.5 No Waiver

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

15.6 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 remain operative.



15.7 No Fettering of Council's Powers

This Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the Land or the issue of a statement of compliance in connection with any such plans.

15.8 Mortgagee's Consent

The Owner must obtain the consent to this Agreement of each person who is a mortgagee of the Affected Land as at the date of this document in the form of the consent in **annexure 6**.

16 Notices

16.1 Service of Notice

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

- (a) personally on the party;
- (b) by sending it by pre-paid post, addressed to that party at that party's address specified in this document or subsequently notified to each party as that party's address for service;
- (c) by facsimile to the person's number for service specified in this document or subsequently notified to each party; or
- (d) in the case of any Owner who is not a party to this document, by sending it to the address recorded in the Council's records as the address for the giving of rate notices.

16.2 Time of Service

A notice or other communication is deemed served:

- (a) if served personally, upon service;
- (b) if posted within Australia to an Australian address, 2 Business Days after posting, and in any other case, 7 Business Days after posting;
- (c) if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; or
- (d) if received after 6.00 pm in the place of receipt or on a day which is not a Business Day, at 9.00 am on the next Business Day.

AF859528Y

22/05/2008 \$97

173



Executed as a deed.

The common seal of Melton Shire)
Council was hereto affixed on the)
with the authority of)
Council)

.....
Councillor

.....
Chief Executive

The common seal of Wyndham Shire)
Council was hereto affixed on the)
with the authority of)
Council)

.....
Councillor

.....
Chief Executive

**Executed by Woodhouse Pastoral)
Company Pty Ltd:)**

.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director
(print)

.....
Name of Director (print)

AF859528Y

22/05/2008 \$97

173



**The common seal of Body Corporate)
No # PS543210K is affixed in the)
presence of:**

.....
Member

.....
Member

.....
Name of Member (print)

.....
Name of Member (print)

**The common seal of Eynesbury)
Community Association Inc is affixed)
in the presence of:**

.....
Committee Member

.....
Committee Member

.....
Name of Committee Member (print)

.....
Name of Committee Member (print)

AF859528Y

22/05/2008 \$97

173



Annexure 1

Environmental Areas

AF859528Y

22/05/2008 \$97

173



Annexure 2

Contribution Rates

- (a) The total Implementation Cost is to be apportioned between all Bodies Corporate and all Owners who are not members of a Body Corporate in the same manner as the Fees of the Community Association are to be apportioned between Members of the Community Association in accordance with the Rules of the Community Association (it being acknowledged that each Body Corporate and each Owner who is not a member of a Body Corporate must be a member of the Community Association in accordance with this document).

The amounts apportioned to Owners who are not members of a Body Corporate are the Contribution Amounts for those Owners.

- (b) The Contribution Amount for each Owner who is a member of a Body Corporate is the amount apportioned to that Owner's Body Corporate in accordance with **paragraph (a)** multiplied by the Owner's lot liability in the Body Corporate and divided by the total of all lot liabilities in the Body Corporate.
- (c) For the purposes of **paragraph (a)**, the method of apportionment of Fees specified in the Rules of the Community Association as at the date of this document is the method of apportionment set out below. If for any reason the Rules of the Community Association do not specify a method of apportionment at any time, then the method of apportionment set out below applies for the purposes of **paragraph (a)**. In that case:
- (i) references to "Fees" are taken to be references to the "Implementation Cost";
 - (ii) if the Committee of the Community Association does not exist, references to the Committee of the Community Association are taken to be references to the Council; and
 - (iii) if any person whom this Agreement contemplates would be a member of the Community Association is not in fact a Member of the Community Association, that person is taken to be a Member in the appropriate Membership Class.

Current Apportionment Method

1 Division of fees between Membership Classes

- (a) All Fees must be apportioned between the Membership Classes in the following proportions:
- (i) Residential Members – 90%;
 - (ii) Retail/Commercial Members – 2.5%;
 - (iii) Hotel Members – 2.5%;

AF859528Y

22/05/2008 \$97

173



- (iv) Golf Members – 2.5%; and
- (v) Agricultural Members – 2.5%.

Note that no fees are payable by the Councils (if they are Members), the owner of the Environmental Areas (in that capacity) or the owner of the Undeveloped Land (in that capacity).

- (b) If there are no Members in a particular Membership Class, the proportion of the Fees which would otherwise be payable by that Membership Class must be paid by the Residential Members unless the Committee determines otherwise.

2 Apportionment of Fees within Membership Classes

- (a) Where there is more than one Residential Member, the total Fees payable by Residential Members will be divided between Residential Members on the basis of the number of Lots represented by each Residential Member. Where a Member is registered proprietor of a Lot, the Member is taken to represent that Lot for this purpose (and if there are two or more registered proprietors of a Lot, each such registered proprietor is taken to represent a proportionate share of that Lot, so if there are two registered proprietors of a Lot they will be taken to represent half a Lot each).
- (b) If there is more than one Hotel Member or more than one Retail/Commercial Member, the total Fees payable by the relevant Membership Class will be apportioned between members of that Membership Class on the basis of total floor area (as determined by the Committee) comprised within Lots represented by each Member. Where a Member is registered proprietor of a Lot, the Member is taken to represent that Lot for this purpose (and if there are two or more registered proprietors of a Lot, each such registered proprietor is taken to represent a proportionate share of that Lot, so if there are two registered proprietors of a Lot they will be taken to represent half a Lot each).
- (c) If there is more than one Agricultural Member or more than one Golf Member, the total Fees payable by the relevant Membership Class will be apportioned between members of that Membership Class on the basis of the total land area (as determined by the Committee) comprised within Lots represented by each Member. Where a Member is registered proprietor of a Lot, the Member is taken to represent that Lot for this purpose (and if there are two or more registered proprietors of a Lot, each such registered proprietor is taken to represent a proportionate share of that Lot, so if there are two registered proprietors of a Lot they will be taken to represent half a Lot each).
- (d) Notwithstanding anything to the contrary in this clause, the Committee's determination in relation to the proportion of total Fees payable by a Membership Class or by members within that Membership Class is final and binding.

3 Definitions

AF859528Y



Agriculture has the same meaning as is given to that term in the Melton Planning Scheme.

Agricultural Land means land which is used or intended to be used predominantly for Agriculture, but excludes Undeveloped Land.

Agricultural Members means each Member which is, or which is a Body Corporate which represents, a registered proprietor of Agricultural Land.

Commercial Land means all land within Eynesbury (other than the Environmental Areas and Reserves vested in the Council or another authority) which is not Agricultural Land, Golf Land, Hotel Land, Residential Land or Undeveloped Land.

Eynesbury means all of the land which at the date of incorporation of the Community Association was included within plans of subdivision PS515077S and PS515078Q.

Golf Land means land which is used or intended to be used predominantly for or in association with a golf course.

Golf Members means each Member which is, or which is a Body Corporate which represents, a registered proprietor of Golf Land.

Hotel means premises providing hotel style accommodation and associated facilities.

Hotel Land means land which is used or intended to be used predominantly for a Hotel.

Hotel Members means each Member which is, or which is a Body Corporate which represents, the registered proprietor of Hotel Land.

Lot means each part of Eynesbury which is comprised in a separate certificate of title (but, for the avoidance of doubt, where several certificates of title are issued for different interests in the same parcel of land, that parcel of land comprises one Lot for the purposes of this Agreement).

Member means a member of the Community Association.

Membership Class means the class of Membership to which Members of the Community Association belong as designated by the Committee in accordance with the rules of the Community Association.

Mixed Use Zone means that part of Eynesbury which at the date of incorporation of the Association was zoned as "Mixed Use" under the Melton Planning Scheme or the Wyndham Planning Scheme.

Residential Land means land within Eynesbury which is used or intended to be used predominantly for residential purposes, but excludes Undeveloped Land and the Hotel Land.

Residential Members means each Member which is, or which is a Body Corporate which represents, a registered proprietor of Residential Land.

Retail/Commercial Members means each Member which is, or which is a Body Corporate which represents, a registered proprietor of Commercial Land.

AF859528Y

22/05/2008 \$97 173



Undeveloped Land means any land within the Mixed Use Zone which has not since the date of incorporation of the Community Association either been subdivided (other than to create a stage lot) or developed for a use for which it was not used as at the date of incorporation of the Community Association.

AF859528Y

22/05/2008 \$97

173



Annexure 3

Environmental Management Plans

- 1 Eynesbury Station Mixed Use Zone – Environmental Management Plan – Eynesbury Grey Box Woodland – Brett Lane and Associates, February 2004.
- 2 Eynesbury Station Mixed Use Zone – Environmental Management Plan Native Grassland Area – Brett Lane and Associates, December 2003.
- 3 Eynesbury Station Mixed Use Zone – Environmental Management Plan – The Gorge and Werribee River Environs – Brett Lane and Associates, June 2004.
- 4 Environmental Management Plan – Greenhill – Brett Lane & Associates 2003.32 (1.9).
- 5 “Net Gain Offset Options Plan and Tracking System – Native Vegetation. Eynesbury Station Development” – Brett Lane & Associates Pty Ltd 2004.43 (9.12) (but only to the extent that this document requires works to be carried out within the Environmental Areas in respect of native vegetation and those works are in addition to the works specified in the plans referred to in **paragraphs 1-4**).

AF859528Y

22/05/2008 \$97

173



Annexure 4

Pest Control Strategy

**Eynesbury Station Environmental Management Strategy – Pest Plants and Animals –
Brett Lane and Associates Pty Ltd, December 2003.**

AF859528Y

22/05/2008 \$97

173



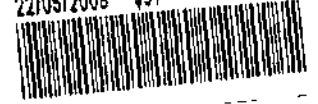
Annexure 5

Principal Agreement

AF859528Y

22/05/2008 \$97

173



Annexure 6

Mortgagee's Consent

AF859528Y

22/05/2008 \$97 173



Annexure 6

Mortgagee's Consent

St George Bank Limited as Mortgagee under registered Mortgage No AD179273P, consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and warranties set out in this Agreement.

A handwritten signature in black ink, appearing to read 'Alamy Smith', written over a horizontal dotted line.

Authorised Officer

AF859528Y

22/05/2008 \$97

173



Villa World (Vic) Pty Ltd and Woodhouse Developments Pty Ltd, as Mortgagees under registered Mortgage No AC620196H, consent to the Owner entering into this Agreement and, in the event that the Mortgagees become Mortgagee-in-possession, agree to be bound by the covenants and warranties set out in this Agreement.

Executed by Villa World (Vic) Pty Ltd)

Stuart Whitewood

Director

STUART JIM WHITEWOOD

Name of Director (print)

Caroline Ruth Barton

Director

CAROLINE RUTH BARTON

Name of Director (print) COMPANY SECRETARY

Executed by Woodhouse Developments Pty Ltd)

Stuart Whitewood
Director Secretary

STEVEN GREENWOOD

Name of Director (print)

Secretary

Anthony John Sallieu

Director

ANTHONY JOHN SALLIEU

Name of Director (print)

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AK268906T
Number of Pages (excluding this cover sheet)	25
Document Assembled	18/10/2024 12:51

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

AK268906T

04/04/2013 \$110.30 173



Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: TGM:5901425 - Eynesbury
Customer Code: 1167E

The Responsible Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register.

Land: Volume 11385 Folio 241

Responsible Authority: City of Melton, High Street, Melton, Victoria 3337

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the Agreement is attached to this Application

Date: 25.03.13

Signature for Responsible Authority:

Name of officer:

~~Terry Montebello~~

Branwyn Pettitt

AK268906T

04/04/2013 \$110.30 173



MELTON CITY COUNCIL

Council

- and -

EYNESBURY HOLDINGS PTY LTD

the Owner

**Agreement under Section 173 of the Planning and
Environment Act 1987**

Subject Land: Eynesbury

BEST HOOPER
Solicitors
563 Little Lonsdale Street
MELBOURNE

Ref: JDC:1209.0090
Tel: 9670 8951
Fax: 9670 2954

AK268906T



TABLE OF CONTENTS

1.	DEFINITIONS	2-3
2.	INTERPRETATION	4
3.	SPECIFIC OBLIGATIONS OF THE OWNER.....	4
4.	OBLIGATIONS OF THE COUNCIL.....	5
5.	AGREEMENT FULFILS ALL INFRASTRUCTURE CONTRIBUTIONS.....	5
6.	OWNERS WARRANTIES	6
7.	SUCCESSORS IN TITLE	6
8.	GENERAL MATTERS	
8.1	Giving Notices	6
8.2	Change of Address or Fax Number.....	7
8.3	Time Notice is Given.....	7
9.	COMMENCEMENT OF AGREEMENT	7
10.	ENDING OF EXISTING AGREEMENT.....	7
11.	APPLICATION TO REGISTER.....	7
12.	ASSIGNMENTS AND TRANSFERS.....	8
13.	FURTHER ACTS.....	8
14.	GOVERNING LAW AND JURISDICTION	8
15.	JOINT AND INDIVIDUAL LIABILITY AND BENEFITS.....	8
16.	VARIATION.....	8
17.	EXECUTION CLAUSES.....	9

PLANNING AND ENVIRONMENT ACT
SECTION 173 AGREEMENT



THIS AGREEMENT is made the 5 day of March 2013

BETWEEN:

MELTON CITY COUNCIL

of Civic Centre, 232 High Street, Melton, Victoria, 3337

("Council")

- and -

EYNESBURY HOLDINGS PTY LTD of Level 33, 360 Collins Street,
Melbourne, 3000 AC 620195K ACN 105 628 993

("the Owner")

INTRODUCTION

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owner is or is entitled to be registered as the proprietor of the Subject Land.
- C. The Subject Land is part of the land affected by Development Plan Overlay - Schedule 6. Clause 3 of Schedule 6 to the Development Plan Overlay requires that any Development Plan for the Subject Land to identify relevant Facilities to be funded by The Owner.
- D. The Council approved a development plan under the Development Plan Overlay for the Subject Land on the 25 day of February 2013
- E. By order of the Victorian Civil and Administrative Tribunal made the 27th of June 2011, in VCAT Proceeding No.P3452/2010, the Victorian Civil and Administrative Tribunal approved a revised Development Plan for the Subject Land dated April 2011 and Masterplan Drawing No. SK 07 Revision 06 dated 8 April 2011 subject to amendments.
- F. The Revised Development Plan shows an increase in the number of Residential Lots from 2,900 to 4,500.
- G. The Tribunal, as part of its Order, has required that a new agreement under Section 173 of the Planning and Environment 1987 be entered into requiring the Owner to make additional contributions for relevant items of public infrastructure as a consequence of the increase in the number of Residential Lots from 2,900 to 4,500.

- H. The Subject Land is affected by an existing Agreement under Section 173 of the *Planning and Environment Act* 1987 recorded in Instrument No. AD767693M which, inter alia, sets out the obligations of the Owner to make contributions for public infrastructure as a consequence of the development as shown on the Existing Approved Development Plan.
- I. The parties have agreed to end the existing Agreement and to enter into this Agreement to set out the contributions to be made by the Owner having regard to the approval of the Revised Development Plan.

IT IS AGREED:

1. DEFINITIONS

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

- 1.1. **"the Act"** means the *Planning and Environment Act* 1987.
- 1.2. **"Agreement"** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3. **"Adjustment Index"** means the building price index derived from the Rawlinsons Australian Construction Handbook which measures price changes for the construction industry.
- 1.4. **"Contribution Requirement"** means any requirement of any nature (whether imposed under the Act, the Planning Scheme or any instrument under the Planning Scheme including, without limitation, the Eynesbury Development Plan, the Incorporated Plan or any planning permit or Planning Scheme amendment) to carry out or contribute to the cost of works, services or facilities whether within or outside the Development Plan Land but does not include requirements to provide infrastructure services normally provided to a residential development such as all utility services, internal roads, parks, street lights, street furniture, landscaping to roads and parks, drainage and the like.
- 1.5. **"Development Plan Land"** means the land within the area covered by the Eynesbury Development Plan approved by Melton Shire Council.
- 1.6. **"Existing Agreement"** means the Agreement dated the 27th of June 2005 a recording of which has been made on Certificate of Title Volume 10729 Fol.829 in Instrument No. AD767693M at the Land Titles Office.
- 1.7. **"Existing Approved Development Plan"** means the development plan referred to in Recital D.
- 1.8. **Excluded Items** means, except where any such item is specified as included in respect of any of the Facilities, providing or delivering as the case may be:

- all car parking*, access ways and driveways;





- all site-works and provision of all services to the site**;
- all landscaping;
- the provision of all utility services to the site including water, sewerage and stormwater drainage, gas, electricity, telecommunications and the like; and
- all professional fees for all consultants engaged by the Owner in the delivery of each Facility including but not limited to survey costs, architectural and engineering design, application fees, design fees management and supervision fees.

* In relation to the car parking provided as part of any Facility, the number of car parking spaces to be provided shall be as set out in Appendix 2 to the Development Plan within the site on which the facility is to be provided.

** For the purposes of this definition, "Site" is defined as the land on which the Facility is to be provided

- 1.9. **"Eynesbury Development Plan"** means the Development Plan referred to in the Order of the Tribunal subject to the amendments as directed in that Order.
- 1.10 **"Eynesbury"** means the township being created by, inter alia, the approval of the Eynesbury Development Plan.
- 1.11 **"Facility" or "Facilities"** means the projects described in Columns 1, 2, 3 and 4 in Schedule 2.
- 1.12 **"Final Lot"** means a lot (other than a Residential Lot) which is not intended for further subdivision.
- 1.13 **"Incorporated Plan"** means the Eynesbury Station Incorporated Plan September 2001 as amended from time to time.
- 1.14 **"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 Subject Land or any part of it.
- 1.15 **"Order"** means the Order of the Victorian Civil and Administrative Tribunal made on the 27th of June 2011 in Proceeding VCAT Reference No. P3452/2010.
- 1.16 **"Owner"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it (other than a Residential Lot or Final Lot) and includes a Mortgagee-in-possession.
- 1.17 **"Party or Parties"** means the Owner and Council under this Agreement as appropriate.

- 1.18 **"Plan of Subdivision"** means a plan of subdivision of the Subject Land which is not a procedural plan but a plan that upon registration creates a Residential Lot. It includes a Stage Plan of Subdivision.
- 1.19 **"Per Lot Sub Contribution"** means the contributions as specified in the Table in Schedule 2.
- 1.20 **"Planning Scheme"** means the Melton Planning Scheme.
- 1.21 **"Residential Dwelling"** means a dwelling constructed on the Subject Land or any part of the Subject Land.
- 1.22 **"Residential Lot"** means a lot created from the subdivision of the Subject Land which is intended to be used for a dwelling.
- 1.23 **"Revised Development Plan"** means the Development Plan approved by Council as referred to in Recital D.
- 1.24 **"Stage Plan of Subdivision"** means a plan of subdivision in respect of any stage of the subdivision of the Subject Land.
- 1.25 **"Statement of Compliance"** means a Statement of Compliance under the *Subdivision Act 1988*.
- 1.26 **"Subject Land"** means the land described in Schedule 1 of this Agreement and includes any lot created by a subdivision of the Subject Land (but excludes any Residential Lot or Final Lot).
- 1.27 **"Tribunal"** means the Victorian Civil and Administrative Tribunal established under the *Victorian Civil and Administrative Tribunal Act*.



2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.6 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

- 2.7 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 Subject Land PROVIDED THAT if the Subject 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.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner covenants and agrees that:

- 3.1 Unless otherwise agreed to by the Council, the Owner must provide the Facilities described in columns 1, 2, 3 and 4 of the Table in Schedule 2 of this Agreement at or before the time specified in column 5 of Schedule 2.

- 3.2 Each Facility must be:

- provided in accordance with plans and specifications first approved by the Council;
- finished to standards commensurate with like facilities within the municipality of the City of Melton;
- generally in accordance with the more detailed description of the Facility as referred to in Schedule 2; and
- completed to the satisfaction of the Council.

- 3.3 The

- Value specified in column 6 of Schedule 2 of this Agreement and
- the per lot contributions set out in column 1 of Schedule

shall be adjusted annually on the 1 July (or as soon after as the relevant index is available) by the Adjustment Index from the date of approval by the Council of the Revised Development Plan until -

- in the case of a Facility it is completed to the satisfaction of Council; and
- in the case of a per lot monetary contribution, until the per lot monetary contribution is paid. .

- 3.4 The Value of each Facility as set out in column 6 shall be the maximum amount payable by the Owner (subject to indexation in accordance with clause 3.3) for each Facility pursuant to this Agreement or under the Revised Development Plan. (**maximum amount**).





- 3.5.1 Concurrently with the provision of the plans and specifications of the Facility to Council for its approval, the Owner must provide to the Council an assessment of the anticipated cost of the Facility as determined by an independent quantity surveyor ("the "QS"") appointed by agreement between the parties or in the absence of agreement, appointed by the President for the time being of the Australian Institute of Quantity Surveyors. The cost of the Facility to be determined by the QS is to exclude the Excluded Items as defined in this Agreement.
- 3.5.2 If the QS certifies that the cost of the Facility (other than Excluded Items) is likely to be greater than the maximum amount payable by the Owner under this Agreement the Council may choose either to fund the additional cost over the maximum amount or adjust the plans and specifications so that the cost of the Facility does not exceed the maximum amount.
- 3.5.3 If the Council does not make an election as set out in clause 3.5.2 within 45 days of submission to it of the QS certificate, it shall be deemed to have elected to fund the additional cost.
- 3.5.4 The maximum amount specified for each Facility does not include the cost of Excluded Items which are to be provided by the Owner at the Owner's cost in each and every respect.
- 3.5.5 All Excluded Items (except as may be specified in the Schedule) must be:
 - delivered at the full cost of the Owner;
 - provided in accordance with plans and specifications first approved by the Council. The said works may be depicted in a combined set of plans and specifications of the Facility;
 - be appropriate for the Facility; and
 - completed to the satisfaction of the Council.

4. OBLIGATIONS OF THE COUNCIL

Council agrees that:

- 4.1 it will, in respect of any contributions received pursuant to this Agreement, keep proper records and accounts in accordance with its obligations under the Local Government Act 1989; and
- 4.2 it will promptly apply the contributions received pursuant to this Agreement for the purposes described in and in accordance with Schedule 2.

- 4.3 It will be responsible for the payment of any fees incurred by the Council to check, supervise or manage the provision by the Owner of any of the facilities required to be provided by the Owner under this Agreement.

5. AGREEMENT FULFILLS ALL INFRASTRUCTURE CONTRIBUTIONS

- 5.1 The Council agrees that the obligations imposed on the Owner under this Agreement:

5.1.1 satisfy the requirements referred to in Recital G of this Agreement; and

5.1.2 comprise all of the Contribution Requirements with which the Owner is now or may in the future be required to comply as a condition of the approval by the Tribunal of the Revised Development Plan.

- 5.2.1 Without limiting the foregoing, the Council must not support or instigate the imposition of a Development Contributions Plan Overlay or other planning control imposing a Contribution Requirement affecting the Development Land (and, if any Development Contributions Plan does come into effect which affects the Development Land, then, without limiting any other rights of the Owner, the Council agrees that the Owner will be exempt or released from any requirements for payment of any contribution) and the Council must not impose or support the imposition of a Contribution Requirement in respect of or as a condition of approving any application by the Owner for a planning permit, to amend a planning instrument (including the Incorporated Plan or the Eynesbury Development Plan) or otherwise in relation to any matter arising under the Planning Scheme.

6. OWNERS 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 or of whom has been notified to the Council, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. 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 Subject Land, successors in title shall be required to:

7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

7.2 execute a deed agreeing to be bound by the terms of this Agreement.





8. GENERAL MATTERS

8.1 Giving Notices

Any notice or communication given to a party under this Agreement is only given if it is in writing and sent in one of the following ways:

8.1.1 Delivered or posted to that party at its address and marked for the attention of the relevant department or office (if any) set out below.

8.1.2 Faxed to that party at its fax number and marked for the attention of the relevant department or office (if any) set out below.

Council

Name: Melton City Council

Address: Civic Centre, 232 High Street, Melton,
Victoria, 3337

Attention: Chief Executive Officer

Owner

Name: EYNESBURY HOLDINGS PTY LTD

Postal Address: Level 33, 360 Collins Street, Melbourne, 3000

Change of Address or Fax Number

8.2 If a party gives the other party three business days notice of a change of its address or fax number, any notice or communication is only given by that other party if it is delivered, posted or faxed to the latest address or fax number.

Time Notice is Given

8.3 Any notice or communication is to be treated as given at the following time:

8.3.1 If it is delivered, when it is left at the address.

8.3.2 If it sent by post, two (or in the case of a notice or communication posted to another country, nine) business days after it is posted.

8.3.3 If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

- 8.4 However, if any notice or communication is given, on a day that is not a business day or after 5 p.m. on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

9. **COMMENCEMENT OF AGREEMENT**

Unless otherwise provided in this Agreement, this Agreement commences on the date it is executed by both parties.

10. **ENDING OF EXISTING AGREEMENT**

The Existing Agreement shall end upon the date that this Agreement is recorded on the Certificate of Title to the Subject Land.

11. **APPLICATION TO REGISTRAR**

As soon as reasonably practicable after this Agreement has been executed, 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 the Existing Agreement on the register.

12. **ASSIGNMENTS AND TRANSFERS**

A party must not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of each of the other parties.

13. **FURTHER ACTS**

Except as otherwise provided in this Agreement, each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this Agreement and all transactions incidental to it.

14. **GOVERNING LAW AND JURISDICTION**

This Agreement is governed by the law of Victoria. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

15. **JOINT AND INDIVIDUAL LIABILITY AND BENEFITS**

Except as otherwise set out in this Agreement, any covenant, agreement, representation or warranty under this Agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.



AK268906T



16. **VARIATION**

No variation of this Agreement will be of any force or effect unless it is in writing and signed by each party to this Agreement.

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

THE COMMON SEAL of MELTON CITY COUNCIL

was hereto affixed on the 5 MARCH 2013

in the presence of:

CHIEF EXECUTIVE OFFICER

WITNESS COUNCILLOR



The Common Seal of Eynesbury Holdings Pty Ltd ACN 105 628 993 was affixed in the presence of authorised persons:

Director

Director (or ~~Company Secretary~~)

CONRAD THEODOOR GROEN.

Full name

10/512 TOORAK RD.

TOORAK VIC 3142.

Usual address

Michael Harold Charles Baillieu
Full name 12 Glenbervie Road
Toorak Vic 3142

Usual address

AK268906T



Mortgagee's Consent

St. George Bank Ltd as Mortgagee of registered mortgage No. AD179273P consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....
For and on behalf of the Mortgagee.

EXECUTED for and on behalf
of BANK OF MELBOURNE -
A DIVISION OF WESTPAC
BANKING CORPORATION
ABN 33 007 457 141 by its attorney
under power of attorney dated
17 January 2001 a certified copy of
which is filed in Permanent Order
Book No 277 Page 016 in the
presence of:

Witness (Signature)

Madana Acharya

Name of Witness (Print)

) By executing this document the
) attorney states that the attorney has
) received no notice of revocation of
) the power of attorney.

Name

Leng Lim

Tier: Tier Three Attorney

- 12 -

AK268906T



Mortgagee's Consent

Villa World (Vic) Pty Ltd and Woodhouse Developments Pty Ltd as Mortgagee of registered mortgage No. AC620196H consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....
For and on behalf of the Mortgagee.



CONRAD THEODOOR GROEN.
10/512 TOORAK RD
TOORAK VIC 3142.

- 13 -

SCHEDULE 1 - DESCRIPTION OF THE SUBJECT LAND

Lot S29 on Plan of Subdivision 543210K being the land being comprised in
Certificate of Title Volume 11385 Folio 241

AK268906T

04/04/2013 \$110.30 173



AK268906T

04/04/2013

\$110.30

173

**SCHEDULE 2****Developer Obligations (DO)**

Developer Obligations (DO)				
Project Name	Description of Obligation	Area (ha)	Value (\$)	Completion Date
Co1 - Discovery Community Centre	The Discovery Centre has a total internal floor area of approximately 570 square metres		570 sq. metres (inclusive of land sales office area)	Completed
OSo1 - Homestead hub passive open space	The reserve is a 2.1 hectare site that also includes the Discovery Community Centre, car parking, a playground, multipurpose courts, BBQs, a skate bowl and a rotunda.	2.1		Completed

Developer Obligations (DO)					
Project Name	Description of Obligation	Area (ha)	Value (\$)	Completion Date	Value (\$)
Co2 - Town Centre Multipurpose Community Facility - Stage 1	Construction of Stage 1: early years component	1	750	Prior to the issue of a Statement of Compliance that creates the 1500th lot	\$1,725,000
Co2 - Town Centre Multipurpose Community Facility - Stage 2	Construction of Stage 2: General community spaces		750	Prior to the issue of a Statement of Compliance that creates the - 4000th lot	\$1,725,000

- 15 -

Hawthorne Hub					
Product Name	Description of Product	Unit Area (ha)	Booth No (Ref)	Proposed Starting of Provision	Value of Provision (Excluding Stamp)
Total					\$3,450,000.00

AK268906T

04/04/2013 \$110.30 173

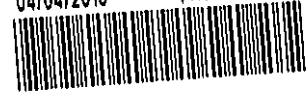


AK268906T

04/04/2013

\$110.30

173



Central Active Open Space Reserve			Reserve Value of		
Project Name	Description of Project	Capex Area (ha)	Reserve Value (\$1000)	Reserve Value (\$1000)	Reserve Value (\$1000)
OS02 - Central AOS Preparation Adventure Playground & Stage 1 Main Northern Carpark (60 asphalt)	Includes site preparation, carparking, landscaping, pathways and other passive open space amenities	12.25 (inclusive of 1 ha Indoor Recreation Centre)		Prior to the issue of a Statement of Compliance that creates the 1000 th lot	\$658,129.00
OS02 - Central AOS Adventure Playground	Construction of Adventure Playground	Forms part of 12.25 ha reserve		Prior to the issue of a Statement of Compliance that creates the 1000 th lot	\$160,274.00
OS02 - Central AOS ARF / Cricket Playing Fields - North Oval	Construction of North Oval	Forms part of 12.25 ha reserve		Prior to the issue of a Statement of Compliance that creates the 1000 th lot	\$1,330,197.00
Co3 - Central AOS Pavilion - Integrated Pavilion Stage 1 (ARF & Cricket)	Construction of integrated pavilion including four change rooms and club social spaces	Forms part of 12.25 ha reserve	630	Prior to the issue of a Statement of Compliance that creates the 1500 th lot	\$1,165,500.00
OS02 - Central AOS Outdoor Netball Courts	Construction of 2 outdoor asphalt netball courts (acrylic over concrete), goals and line marking	Forms part of 12.25 ha reserve		Prior to the issue of a Statement of Compliance that creates the	\$234,000.00

AK268906T

04/04/2013 \$110.30 173



Central Active Open Space Reserve					
Project Name	Description of Project	Land Area (ha)	Structure	Provision	Value
				1500 th lot	
OSo2 - Central AOS Preparation Stage 2 Main Northern Carpark (40 asphalt)	Construction of asphalt carparking (Northern)	12.25 (inclusive of 1 ha Indoor Recreation Centre)		Prior to the issue of a Statement of Compliance that creates the 2000 th lot	\$178,475.00
OSo2 - Central AOS ARF / Cricket Playing Fields - South Oval	Construction of South Oval	Forms part of 12.25 ha reserve		Prior to the issue of a Statement of Compliance that creates the 2000 th lot	\$1,234,868.00
OSo2 - Central AOS Preparation Southern Carpark (35 asphalt)	Construction of asphalt carparking (Southern)	12.25 (inclusive of 1 ha Indoor Recreation Centre)		Prior to the issue of a Statement of Compliance that creates the 2500 th lot	\$228,846.00
Co4 - Central AOS Pavilion - Integrated Pavilion Stage 2 (Tennis)	Construction of integrated ARF / Cricket / Tennis pavilion including four change rooms and club social spaces	Forms part of 12.25 ha reserve	220	Prior to the issue of a Statement of Compliance that creates the 2500 th lot	\$407,000.00
OSo2 - Central AOS Tennis Courts	Construction of 6 tennis courts, nets, lights and fencing	Forms part of 12.25 ha reserve		Prior to the issue of a Statement of Compliance	\$417,405.

Central Area Open Space Reserve					
Project Name	Project Description	Area (ha)	Stage	Comments	Value
				e that creates the 2500 th lot	
OS02 - Central AOS Youth Node	Construction of half basketball court, skate bowl, landscaping, seating	Forms part of 12.25 ha reserve		Prior to the issue of a Statement of Compliance that creates the 4000 th lot	\$432,166.00
AK268906T 04/04/2013 \$110.30 173 					
Total					\$6,446,860.00

Western Area Open Space Reserve					
Project Name	Project Description	Area (ha)	Stage	Comments	Value
OS03 - Western AOS - Land Only	No construction of playing fields, passive open space, adventure playground, pavilions, car parking and other amenities required	8 ha		First stage of subdivision of adjoining or adjacent land or as otherwise agreed with the Council.	N/A

AK268906T

04/04/2013 \$110.30 173


Werribee River Regional Trail					Maximum value (before discount for site included, bearing)
Project Name	Description of Project	Land Area (ha)	Valuing Base (sqm)	Time for Delivery	
OS04 - Werribee River Trail -	Transfer or vest in Council a strip of land not exceeding 3m in width generally running parallel to the Werribee River subject to the Owner creating such easements as may be necessary to service or develop the balance of its land including the land between the proposed trail and the Werribee River.)	To be confirmed		When connecting components of the Regional Trail adjoining the mixed use zone are constructed (either from the Melton Township end or the Werribee Township end)	Not Applicable.

External Roadworks			
Project Name	Description of Project	Prior to the Issue of a State Grant of Compliance	at developers cost
R01 - New entry road between Exford Road and the township - rural road (Geenhill/Haul Road)	Construct the entry road as a sealed rural road	the 1250th lot	at developers cost
R02 - Mount Mary Road between township and Ballan Road - rural road	Construct that portion of Mount Mary Road which is within the Shire of Melton as a sealed rural road.	the 1800th lot	at developers cost

AK268906T

04/04/2013 \$110.30 173



AK268906T

04/04/2013 \$110.30 173



Project Name	Description of Project	Cost	Cost per lot	Cost per stage of development	Cost per lot
M01 - \$1,158* per lot contribution for the first 2100 lots	Cash contribution for external road, community or regional open space facilities/services including any works or upgrading of the intersections at Exford Eynes and Exford Haul/Greenhill Road which are the responsibility of the Council.	\$2,432,976		per stage of development	\$2,432,976
M02 - \$3000* per lot contribution for each lot between 2901 and 4500 lots	Cash contribution for external road, community or regional open space facilities/services including any works or upgrading of the intersections at Exford Eynes and Exford Haul/Greenhill Road which are the responsibility of the Council.	\$4,800,000		per stage of development	\$4,800,000
Overall Cash Contribution		\$7,232,976			\$7,232,976

* To be indexed going forward according to the method specified in this Agreement. The figures are current as at the date of this Agreement

Project Name	Description of Project	Proposed Staging of Provision	
Mo3 - Community Officer	Community development worker to be employed by the developer to ensure community interaction	until completion of development	at developers cost
Mo4 - Community Bus	Developer to operate a private service, and/or subsidise a public transport (bus) operator, until Department of Public Transport full service provided	until Public Transport is provided to site to the satisfaction of the Council	at developers cost
Championship 18 Hole Golf Course		Stage 1	
Heritage Trail		Stage 5	
Equestrian Trail		Stage 5	
School		Reserved Stage 4a, development pending DEECD	
Second Golf Course		To be determined at Stage 10	

AK268906T

04/04/2013

\$110.30

173





Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 18/10/2024 12:51:36 PM

Status	Registered	Dealing Number	AU691827Q
Date and Time Lodged	13/08/2021 06:12:03 PM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	7cmm:22103901

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

12250/625
12250/626
12310/129
12310/130
12310/131
12310/132
12310/133
12310/134
12310/135
12310/136
12310/137

Instrument and/or legislation

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



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Applicant(s)

Name	MELTON CITY COUNCIL
Address	
Street Number	232
To Street Number	238
Street Name	HIGH
Street Type	STREET
Locality	MELTON
State	VIC
Postcode	3337

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of	MELTON CITY COUNCIL
Signer Name	JAMIE ANDREW MCCALLUM
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	13 AUGUST 2021

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AU691827Q
Number of Pages (excluding this cover sheet)	12
Document Assembled	18/10/2024 12:51

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Section 173 Agreement

Melton City Council

Eynesbury Township Pty Ltd

gadens

Level 13, Collins Arch
447 Collins Street
Melbourne VIC 3000
Australia

T +61 3 9252 2555
F +61 3 9252 2500

Ref BBB:RTY:22000639

Contents

1. Definitions and interpretation	2
2. Owner's Covenants	4
3. Acknowledgement by the Parties	4
4. Owner's further obligations	4
5. Further assurance	5
6. Agreement under Section 173 of the Act	5
7. Planning Objectives	5
8. Responsible Authority's costs to be paid	5
9. Owner's warranties	5
10. General provisions	5
11. Commencement of Agreement	6
12. Ending of Agreement	6
Annexure A – Eynesbury Township Indicative Stage Plan	

Section 173 Agreement

Parties

1. **Melton City Council ABN 22 862 073 889** of 232 High Street, Melton, Victoria 3337
(Council)
2. **Eynesbury Township Pty Ltd ACN 635 948 873** of Level 3, 2 Drewery Place, Melbourne, Victoria 3000 (Owner)

Background

- A. Council is the Responsible Authority under the Act for the Planning Scheme which applies to the Land.
- B. The Owner is the registered proprietor of the Land.
- C. On 5 February 2020, Council issued the Permit. Condition 2 of the Permit provides as follows:

'Prior to the issue of Statement of Compliance, the owner of Lot S88 on PS543210K must enter into an agreement with Council pursuant to Section 173 of the Planning and Environment Act 1987 to provide for the following:

- (a) *Within 12 months of completing the residential subdivision of either Stage 12 or Stage 20 (whichever is developed sooner) of the Eynesbury Township, the Road approved under Planning Permit PA2019/6623 must be formally discontinued in accordance with the requirements of Local Government Act, 1989.*
 - (b) *Within 12 months of completing the residential development of either stage 12 or stage 20 (whichever is developed sooner) of the Eynesbury Township, the road and all associated road infrastructure approved under Planning Permit PA2019/6623 must be removed to the satisfaction of the Responsible Authority.*
- D. On 6 February 2020, Lot S88 on PS543210K was subdivided into 3 lots, being Lots S75, S76 and S77 on PS543210K (stage 50).
- E. On 22 September 2020, Lot S77 was subdivided into 3 lots, being Lots S95, S96 and S107 on PS543210K.
- F. On 7 January 2021, Lot S76 was subdivided into 22 lots, being lots 5063-5064, 5066-5073 (inclusive), Lots 5083-5084, 5086-5093 (inclusive), Road R41 and Reserve 83 on PS543210K.
- G. On 19 January 2021, Lot S75 was subdivided into 68 lots being lots 5001-5002, 5004-5018 (inclusive), 5020-5021, 5022-5025 (inclusive), 5027-5040 (inclusive), 5042, 5044-5046 (inclusive), 5048-5053 (inclusive), 5055-5060 (inclusive), 5062, 5074-5081 (inclusive), 5094, 5095, Road R40, Reserve 80, Reserve 81 and Reserve 101 on PS543210K.
- H. On 9 June 2021, Lot S107 was subdivided into 9 lots being lots S601, S602, S603, S605, S606, S607, S110, S610 and S611 on PS543210K.
- I. Council has agreed that the reference to 'Lot S88' in Condition 2 of the Permit should be amended to read as 'Lots S95, S96, S601, S602, S603, S605, S606, S607, S110, S610 and S611'.

- J. The Owner is currently developing Lots S95 and S96 on PS543210K and the parties agree that this Section 173 Agreement will not affect any Child Titles.
- K. The parties enter into this Agreement pursuant to Section 173 of the Act to satisfy Condition 2 of the Permit and to achieve and advance the objectives of planning in Victoria.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this Agreement, unless the context requires otherwise:

Act means the *Planning and Environment Act 1987* (Vic).

Agreement means this agreement (as amended) and any agreement executed by the parties expressed to be supplemental to this agreement.

Business Day means a day that is not a Saturday, Sunday or public holiday in Victoria.

Child Title means any lot that is created from the subdivision of Lots S95 and S96 on PS543210K which is not a Superlot.

Endorsed Plan means proposed plan of subdivision PS543210K/985 for the creation of Green Hill Road South and the Reserve which was endorsed by Council on 5 February 2020, or any other such plan approved by the Responsible Authority for the creation of Green Hill Road and/or the Reserve.

Eynesbury Township means the development of the township of Eynesbury, to be undertaken in stages as indicatively shown on the plan contained in Annexure A.

Green Hill Road South means the road and approved by Council under the Permit and the Endorsed Plan.

Land means the land at 826 Eynesbury Road, Eynesbury, Victoria being the land more particularly described as Lots S95, S96, S601, S602, S603, S605, S606, S607, S110, S610 and S611 on PS543210K and contained in Certificates of Title Volume 12250 Folios 625 and 626 respectively and Volume 12310 Folios 129 to 137 inclusive (formerly Lot S77 on PS543210K contained in Certificate of Title Volume 12185 Folio 538 which formed part of Lot S88 on PS543210K contained in Certificate of Title Volume 12150 Folio 208).

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.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in the Land or any part of it including any common property, and includes a Mortgagee in possession.

Permit means Planning Permit No PA2019/6623 issued by Council on 5 February 2020 for the subdivision of land to create a road (Green Hill Road) and associated road construction works.

Planning Scheme means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land.

Reserve means the area identified as 'Reserve No. 63' on the Endorsed Plan, adjoining Green Hill Road South.

Responsible Authority means Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors.

Stage 12 means stage 12 of the Eynesbury Township as indicatively shown on the plan contained in Annexure A.

Stage 20 means stage 20 of the Eynesbury Township as indicatively shown on the plan contained in Annexure A.

Superlot means a lot created or proposed to be created that is identified as a superlot on a plan of subdivision and that is not intended to be a final lot, but is intended to be subdivided into further lots.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) words or terms not defined in this Agreement but defined in the Act, the Planning Scheme or the Permit have the same meaning in this Agreement, unless the context requires otherwise;
- (b) this Agreement must be interpreted having regard to the provisions of the Permit, the Planning Scheme and the Act;
- (c) where the Responsible Authority may exercise a power, duty or function, that power, duty or function may be exercised on behalf of the Responsible Authority by an authorised or delegated officer;
- (d) 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.
- (e) clause and subclause headings are for reference purposes only;
- (f) the singular includes the plural and vice versa;
- (g) words denoting any gender include all genders;
- (h) a reference to a person includes any other entity recognised by law and vice versa;
- (i) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (j) any reference to a party to this Agreement includes its successors and permitted assigns;
- (k) any reference to the Responsible Authority includes its agents, officers, employees, servants, workers and contractors;
- (l) any reference to any agreement or document includes that agreement or document as amended at any time;
- (m) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;

- (n) the expression **at any time** includes reference to past, present and future time and performing any action from time to time;
- (o) a reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this Agreement;
- (p) a reference to a clause described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this Agreement means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;
- (q) when a thing is required to be done or money is required to be paid under this Agreement on a day which is not a Business Day, the thing must be done and the money paid on the immediately preceding Business Day; and
- (r) a reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

2. Owner's Covenants

The Owner covenants and agrees that the Owner must, within 12 months of completing the residential subdivision of Stage 12 or Stage 20 of the Eynesbury Township (whichever is developed earlier) and on the basis that the relevant land is owned by the Responsible Authority:

- (a) formally discontinue Green Hill Road South in accordance with the requirements of the *Local Government Act 1989* (Vic);
- (b) remove Green Hill Road South and all associated road infrastructure approved under the Permit, to the satisfaction of the Responsible Authority; and
- (c) remove any road infrastructure or landscaping works contained on the Reserve, to the satisfaction of the Responsible Authority.

3. Acknowledgement by the Parties

The parties acknowledge and agree that the execution of this Agreement fulfils the Owner's obligations under Condition 2 of the Permit.

4. Owner's further obligations

The Owner further agrees that the Owner:

- (a) must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, charges, transferees and assigns;
- (b) will do all things necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificates of Title to the Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgement or other document;
- (c) without limiting the operation or effect which this Agreement has, must ensure that until such time as this Agreement is registered on the Certificates of Title to the Land any successors in title must be required to:

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

5. Further assurance

The parties must do or cause to be done all things reasonably necessary to give effect to this Agreement.

6. Agreement under Section 173 of the Act

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

7. Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme.

8. Responsible Authority's costs to be paid

The Owner must pay the costs of the Responsible Authority associated with the preparation and registration of this Agreement, any amendment to this Agreement, or any document giving effect to the ending of this Agreement.

9. Owner's warranties

The Owner warrants that, as at the date of execution of this Agreement, apart from the Owner and any other person who has been informed of the obligations the subject of this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

10. General provisions

10.1 Service of notice

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

- (a) by delivering it personally on that party; or
- (b) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (c) by sending it by facsimile to the facsimile number most recently notified by the recipient to the sender; or
- (d) by sending it by email to the email address most recently notified by the recipient to the sender.

10.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered personally, at the time of delivery;
- (b) if posted within Australia to an Australian address, three business days after the date of posting and in any other case, seven business days after the date of posting;
- (c) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (d) if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); and
- (e) if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

10.3 No waiver

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

10.4 Jurisdiction

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

10.5 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 shall be severed and the other provisions of this Agreement shall remain operative.

10.6 No fettering of Responsible Authority's powers

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority 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.

11. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences on the date that the Endorsed Plan is registered with the Registrar of Titles.

12. Ending of Agreement

- (a) This Agreement ends upon the sooner to occur of:

- (i) the Owner completing, to the satisfaction of the Responsible Authority, all of the obligations imposed on the Owner under this Agreement; or
 - (ii) its ending by agreement between the Parties; or
 - (iii) its ending pursuant to the Act.
- (b) This Agreement will end in respect of a Child Title when the plan of subdivision creating the Child Title is registered.
- (c) As soon as practicable after the Agreement has ended in part only or in whole, the Responsible Authority 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 as appropriate on the Register.

Signing page

Executed as an agreement.

Dated 15 / 7 / 2021

Signed on behalf of Melton City Council by
Robert Baggio, Manager Planning Services
pursuant to an instrument of delegation
authorised by a Council resolution dated 13
December 2019 which it is certified has not
been revoked or varied, in the presence of:


Signature of Witness

CAM TRI LUONG
Name of Witness (Block Letters)

232 HIGH ST, MELTON
Usual Address of Witness (Block Letters)


Signature of Robert Baggio

Executed by Eynesbury Township Pty Ltd
ACN 635 948 873 under section 127 of the
Corporations Act by its duly authorised officers:

Signature of Director

Signature of Director/Secretary

Name of Director
(Block Letters)

Name of Director/Secretary
(Block Letters)

Signing page

Executed as an agreement.

Dated 22 July 2021

Signed on behalf of **Melton City Council** by **Robert Baggio, Manager Planning Services** pursuant to an instrument of delegation authorised by a Council resolution dated 13 December 2019 which it is certified has not been revoked or varied, in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Usual Address of Witness (Block Letters)

Signature of Robert Baggio

Executed by Eynesbury Township Pty Ltd
ACN 635 948 873 under section 127 of the Corporations Act by its duly authorised officers:



Signature of Director

Aziz Kheir

Name of Director
(Block Letters)

~~Signature of Director/Secretary~~

~~Name of Director/Secretary~~
(Block Letters)

Annexure A – Eynesbury Township Indicative Stage Plan



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AV162979J
Number of Pages (excluding this cover sheet)	34
Document Assembled	18/10/2024 12:51

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

AV162979J

**Application by a responsible authority for the making
of a recording of an agreement**

Section 181 Planning and Environment Act 1987

Privacy Collection Statement

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

Lodged by

Name: HARWOOD ANDREWS

Phone: 03 5225 5225

Address: 70 GHERINGHAP STREET, GEELONG 3220

Reference: AXS:22103901

Customer code: 2235J

The responsible authority having made an agreement referred to in section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register.

Land:(volume and folio)

VOLUME 12342 FOLIO 111, VOLUME 12345 FOLIOS 729 TO 810 (INCLUSIVE), VOLUME 12345 FOLIOS 826 TO 867 (INCLUSIVE) AND VOLUME 12345 FOLIOS 873 TO 881 (INCLUSIVE)

Responsible authority:(full name and address, including postcode)

MELTON CITY COUNCIL, 232 HIGH STREET, MELTON 3337

Section and act under which agreement is made:

SECTION 173, PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

Signing:

35271702A

181PEA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

AV162979J

**Application by a responsible authority for the making
of a recording of an agreement**

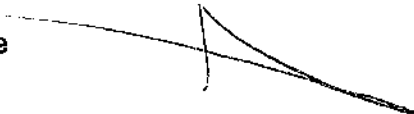
Section 181 Planning and Environment Act 1987

Privacy Collection Statement

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

Certifications

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

Executed on behalf of MELTON CITY COUNCIL
Signer Name AARON SHRIMPTON
Signer Organisation HARWOOD ANDREWS
Signer Role AUSTRALIAN LEGAL PRACTITIONER
Signature 
Execution Date 9 DECEMBER 2021

35271702A

181PEA

Page 2 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Section 173 Agreement

Melton City Council

Eynesbury Township Pty Ltd

(Stage 8)

gadens

Level 13, Collins Arch
447 Collins Street
Melbourne VIC 3000
Australia

T +61 3 9252 2555
F +61 3 9252 2500

Ref AAT:RTY:22000639

Contents

1. Definitions and interpretation	2
2. Owner's Covenants – Building Envelopes & Design Guidelines	4
3. Obligations to run with the Land – Future Stage 8 Lots	4
4. Acknowledgement by the Parties	4
5. Owner's further obligations	4
6. Further assurance	5
7. Agreement under Section 173 of the Act	5
8. Planning Objectives	5
9. Council's costs to be paid	5
10. Owner's warranties	5
11. General provisions	5
12. Commencement of Agreement	6
13. Ending of Agreement	6
14. Ending of Prior Agreement	7
Attachment A – Master Plan	
Attachment B – Stage 8 Plan	
Attachment C – Building Envelope Plan	

Section 173 Agreement

Parties

1. **Melton City Council ABN 22 862 073 889** of 232 High Street, Melton, Victoria 3337
(Council)
2. **Eynesbury Township Pty Ltd ACN 635 948 873** of Level 3, 2 Drewery Place, Melbourne, Victoria 3000 (Owner)

Background

- A. The Council is the Responsible Authority under the Act for the Planning Scheme which applies to the Land.
- B. The Owner is the registered proprietor of the Land.
- C. The Land forms part of the land which is being subdivided in stages, as Eynesbury Township.
- D. On 1 May 2020, Council issued the Permit. Condition 43(d) of the Permit provides as follows:

'Prior to the issue of a Statement of Compliance for the subdivision, the following must be undertaken to the satisfaction of the Responsible Authority:

.....

- (d) *The owner must enter into an Agreement/s with the Responsible Authority pursuant to the provisions of Section 173 of the Planning Environment Act 1987, which requires:*
 - *In relation to lots identified on the endorsed plan as being subject to a building envelope, the owner will not build, construct or cause or permit to be built, constructed or erected any building outside a building envelope and without the prior written consent of the Responsible Authority; and*
 - *All development on lots must be generally in accordance with the approved Building Design Guidelines and Landscape Design Guidelines relating to the Eynesbury Township (as amended from time to time).*

- E. On 22 July 2021, Council and the Owner entered into an agreement under section 173 of the Act to satisfy Condition 43(d) of the Permit which was registered in dealing number AU836666K (**Prior Agreement**).
- F. The parties enter into this Agreement pursuant to Section 173 of the Act to satisfy Condition 43(d) of the Permit and to achieve and advance the objectives of planning in Victoria.
- G. Upon registration of this Agreement, the Prior Agreement will end.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this Agreement, unless the context requires otherwise:

Act means the *Planning and Environment Act 1987* (Vic).

Agreement means this agreement (as amended) and any agreement executed by the parties expressed to be supplemental to this agreement.

Building has the same meaning in the Act and includes dwellings, garages, swimming pools, tennis courts and outbuildings.

Building Design Guidelines means the building design guidelines for the Eynesbury Township, as approved by Council from time to time. The Building Design Guidelines are available for public inspection, free of charge, at Council's office.

Building Envelope means the building envelopes for each lot on the Stage 8 Plan, as shown on the Building Envelopes Plan.

Building Envelope Plan means the plan in **Attachment C**, approved under Condition 1(a) of the Permit.

Business Day means a day that is not a Saturday, Sunday or public holiday in Victoria.

Cancelled Parent Title means cancelled Certificate of Title Volume 12185 Folio 538, which was described as Lot S77 on PS 543210.

Eynesbury Township means the development of the township of Eynesbury, to be undertaken in stages as indicatively shown on the Master Plan.

Land means the land at 499 Eynesbury Road, Eynesbury Victoria and 733 Eynesbury Road, Victoria, which is more particularly described Lots S121, 8001 to 8082 (inclusive), 8083 to 8124 (inclusive) and 8125 to 8133 (inclusive) on PS543210K, being all of the land contained in Certificates of Title Volume 12342 Folio 111, Volume 12345 Folios 729 to 810 (inclusive), Volume 12345 Folios 826 to 867 (inclusive) and Volume 12345 Folios 873 to 881 (inclusive).

Landscape Design Guidelines means the landscape design guidelines for the Eynesbury Township as approved by Council from time to time. The landscape Design Guidelines are available for public inspection, free of charge, at Council's office.

Master Plan means the indicative Eynesbury Township master plan in **Attachment A**.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in the Land or any part of it including any common property, and includes a Mortgagee in possession.

Permit means Planning Permit No PA2019/6676/2 (Amended) issued by Council on 1 May 2020, which allows *"staged multi lot subdivision, removal of native vegetation and construction of one dwelling on each lot over 300 square metres in area under the Environmental Significance Overlay"*.

Planning Scheme means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land.

Prior Agreement has the meaning given under Recital E.

Responsible Authority has the meaning given under the Act.

Stage 8 Plan means the stage 8 (staged) plan of subdivision endorsed by Council contained in **Attachment B**.

Stage 8 Lot means the future child lots to be created upon registration of the Stage 8 Plan.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) words or terms not defined in this Agreement but defined in the Act, the Planning Scheme or the Permit have the same meaning in this Agreement, unless the context requires otherwise;
- (b) this Agreement must be interpreted having regard to the provisions of the Permit, the Planning Scheme and the Act;
- (c) where the Responsible Authority may exercise a power, duty or function, that power, duty or function may be exercised on behalf of the Responsible Authority by an authorised or delegated officer;
- (d) 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.
- (e) clause and subclause headings are for reference purposes only;
- (f) the singular includes the plural and vice versa;
- (g) words denoting any gender include all genders;
- (h) a reference to a person includes any other entity recognised by law and vice versa;
- (i) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (j) any reference to a party to this Agreement includes its successors and permitted assigns;
- (k) any reference to the Responsible Authority includes its agents, officers, employees, servants, workers and contractors;
- (l) any reference to any agreement or document includes that agreement or document as amended at any time;
- (m) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (n) the expression **at any time** includes reference to past, present and future time and performing any action from time to time;
- (o) a reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this Agreement;
- (p) a reference to a clause described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this Agreement means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;

- (q) when a thing is required to be done or money is required to be paid under this Agreement on a day which is not a Business Day, the thing must be done and the money paid on the immediately preceding Business Day; and
- (r) a reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

2. Owner's Covenants – Building Envelopes & Design Guidelines

The Owner covenants and agrees that:

- (a) any Building on any Stage 8 Lot must be constructed entirely within the boundaries Building Envelope for that Stage 8 Lot; and
- (b) all development on the Land (including the construction of any Building on any Stage 8 Lot) must be undertaken generally in accordance with the Building Design Guidelines and the Landscape Design Guidelines, unless otherwise approved in writing by Council.

3. Obligations to run with the Land – Future Stage 8 Lots

Each obligation imposed on the Owner under this Agreement takes effect as a covenant which is annexed to, and runs at law and in equity with the Land. Upon the registration of the Draft Stage 8 Plan, this Agreement must be read and applied to each individual Stage 8 Lot.

4. Acknowledgement by the Parties

The parties acknowledge and agree that the execution of this Agreement fulfils the Owner's obligations under Condition 43(d) of the Permit.

5. Owner's further obligations

The Owner further agrees that the Owner:

- (a) must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, charges, transferees and assigns;
- (b) will do all things necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificates of Title to the Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgement or other document;
- (c) without limiting the operation or effect which this Agreement has, must ensure that until such time as this Agreement is registered on the Certificates of Title to the Land any successors in title must be required to:
 - (i) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
 - (ii) execute a deed agreeing to be bound by the terms of this Agreement.

6. Further assurance

The parties must do or cause to be done all things reasonably necessary to give effect to this Agreement.

7. Agreement under Section 173 of the Act

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

8. Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme.

9. Council's costs to be paid

The Owner must pay the costs of Council associated with the preparation and registration of this Agreement, any amendment to this Agreement, or any document giving effect to the ending of this Agreement.

10. Owner's warranties

The Owner warrants that, as at the date of execution of this Agreement, apart from the Owner and any other person who has been informed of the obligations the subject of this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

11. General provisions

11.1 Service of notice

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

- (a) by delivering it personally on that party; or
- (b) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (c) by sending it by facsimile to the facsimile number most recently notified by the recipient to the sender; or
- (d) by sending it by email to the email address most recently notified by the recipient to the sender.

11.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered personally, at the time of delivery;

- (b) if posted within Australia to an Australian address, three business days after the date of posting and in any other case, seven business days after the date of posting;
- (c) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (d) if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); and
- (e) if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

11.3 No waiver

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

11.4 Jurisdiction

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

11.5 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 shall be severed and the other provisions of this Agreement shall remain operative.

11.6 No fettering of Responsible Authority's powers

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority 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.

12. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences on the date that this Agreement has been signed by all parties, even if the Agreement is not registered on title until a later date.

13. Ending of Agreement

- (a) This Agreement may come to an end by agreement between the parties in accordance with section 177(2) of the Act.
- (b) As soon as practicable after the Agreement has ended, the 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 as appropriate on the Register.

14. Ending of Prior Agreement

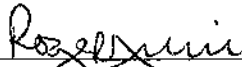
- (a) The parties agree that the Prior Agreement expires and ceases to operate on and from the date this Agreement is recorded on the Register (**Prior Agreement Expiry Date**).
- (b) As soon as reasonably practicable after the Prior Agreement Expiry Date, Council will at the cost of the Owner make an application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of the Prior Agreement on the Register.

Signing page

Executed as an agreement.

Dated 22 / 11 / 2021

Signed on behalf of **Melton City Council** by **Robert Baggio, Manager Planning Services** pursuant to an instrument of delegation authorised by a Council resolution dated 30 August 2021 which it is certified has not been revoked or varied, in the presence of:


Signature of Witness

ROGER SUSIC
Name of Witness (Block Letters)

232 HIGH STREET, MELTON
Usual Address of Witness (Block Letters)


Signature of Robert Baggio

Executed by Eynesbury Township Pty Ltd
ACN 635 948 873 under section 127 of the
Corporations Act by its duly authorised officers:

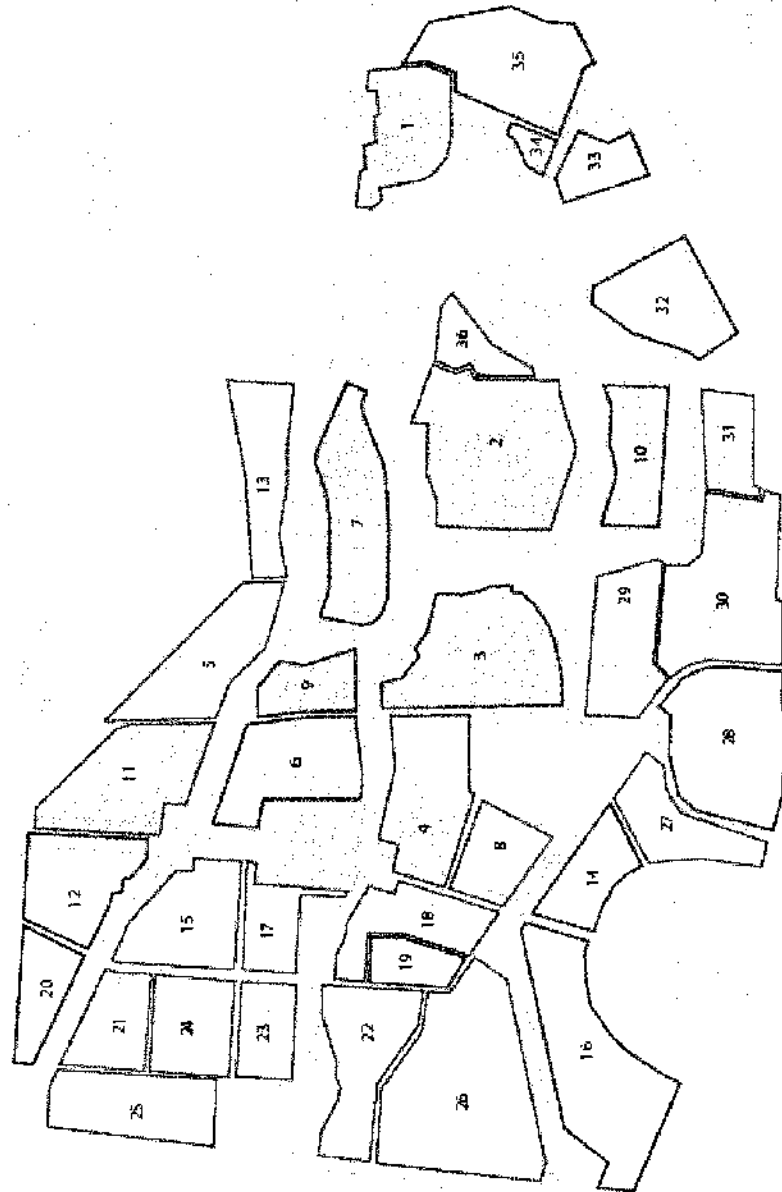

Signature of Director

Aziz Kheir
Name of Director
(Block Letters)

Signature of Director/Secretary

Name of Director/Secretary
(Block Letters)

Attachment A – Master Plan



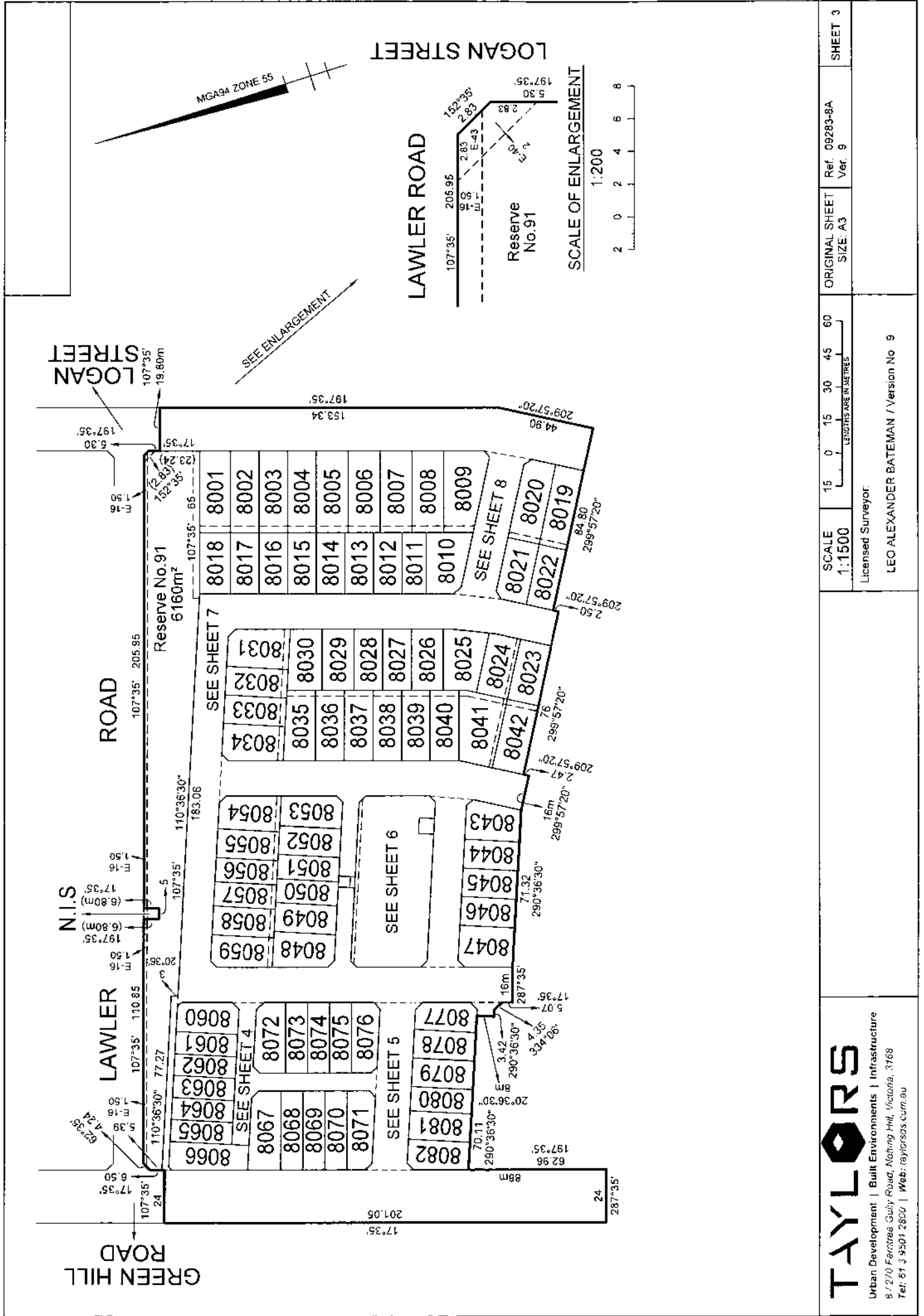
Attachment B – Stage 8 Plan

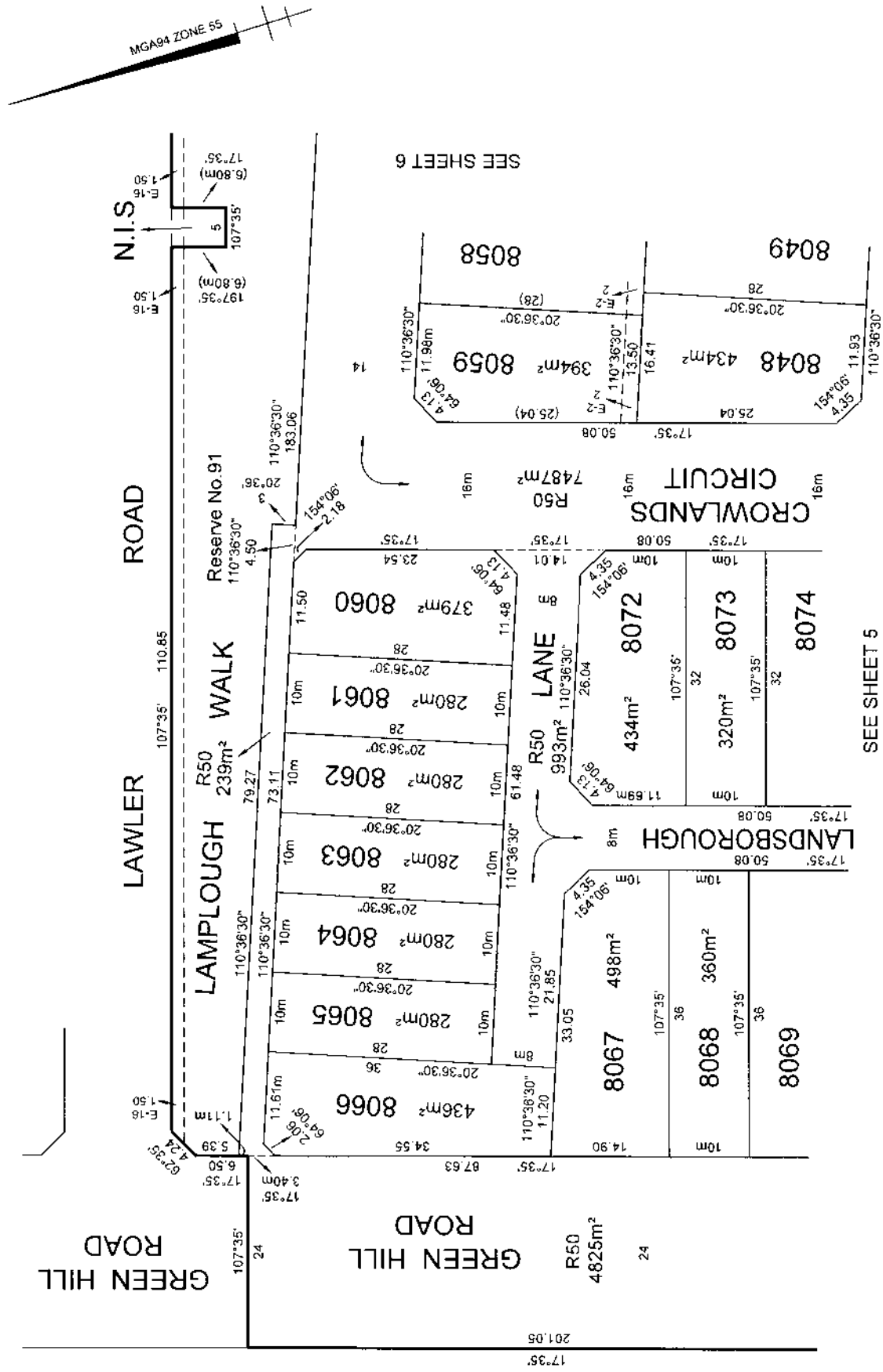
AV162979J

PLAN OF SUBDIVISION			EDITION 1		
LOCATION OF LAND PARISH: MOORADORANOOK TOWNSHIP: SECTION: CROWN ALLOTMENT: REFER TO REGISTERED MASTER PLAN FOR CROWN DESCRIPTIONS CROWN PORTION: TITLE REFERENCE: Vol. 12250 Fol. 625 LAST PLAN REFERENCE: PS543210K Lot S95 POSTAL ADDRESS: Green Hill Road (at time of subdivision) Eynesbury 3338 MGA 94 CO-ORDINATES: E: 283 700 ZONE: 55 (of approx centre of land in plan) N: 5 814 450			COUNCIL NAME: MELTON CITY COUNCIL		
VESTING OF ROADS AND/OR RESERVES			NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON		LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS For details of any Owners Corporations including purpose, responsibility, entitlement & liability see owners corporation search report, owners corporation additional information and if applicable, owners corporation rules.		
Road R50 Reserve No.91 Reserve No.92 Reserve No.93	Melton City Council Melton City Council Melton City Council Powercor Australia Ltd				
NOTATIONS					
DEPTH LIMITATION: Does Not Apply SURVEY: This plan is based on survey. STAGING: This is a staged subdivision. Planning Permit No. PA2019/6676/1					
EYNESBURY - Stage 81 (Eynesbury Marketing Stage 8A) Area of Release: 6.507ha No. of Lots: 82 Lots					
					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
		SEE SHEET 2 FOR EASEMENT DETAILS			
		SURVEYORS FILE REF Ref. 09283-8A Ver. 9		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 8
Urban Development Built Environments Infrastructure 8/219 Fernside Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorss.com.au		Licensed Surveyor: LEO ALEXANDER BATEMAN / Version No 9			

SHEET 2

AV162979J





SEE SHEET 5

SCALE

ORIGINAL SHEET:

Ref. 09283-8A

Full

Licensed Surveyor:

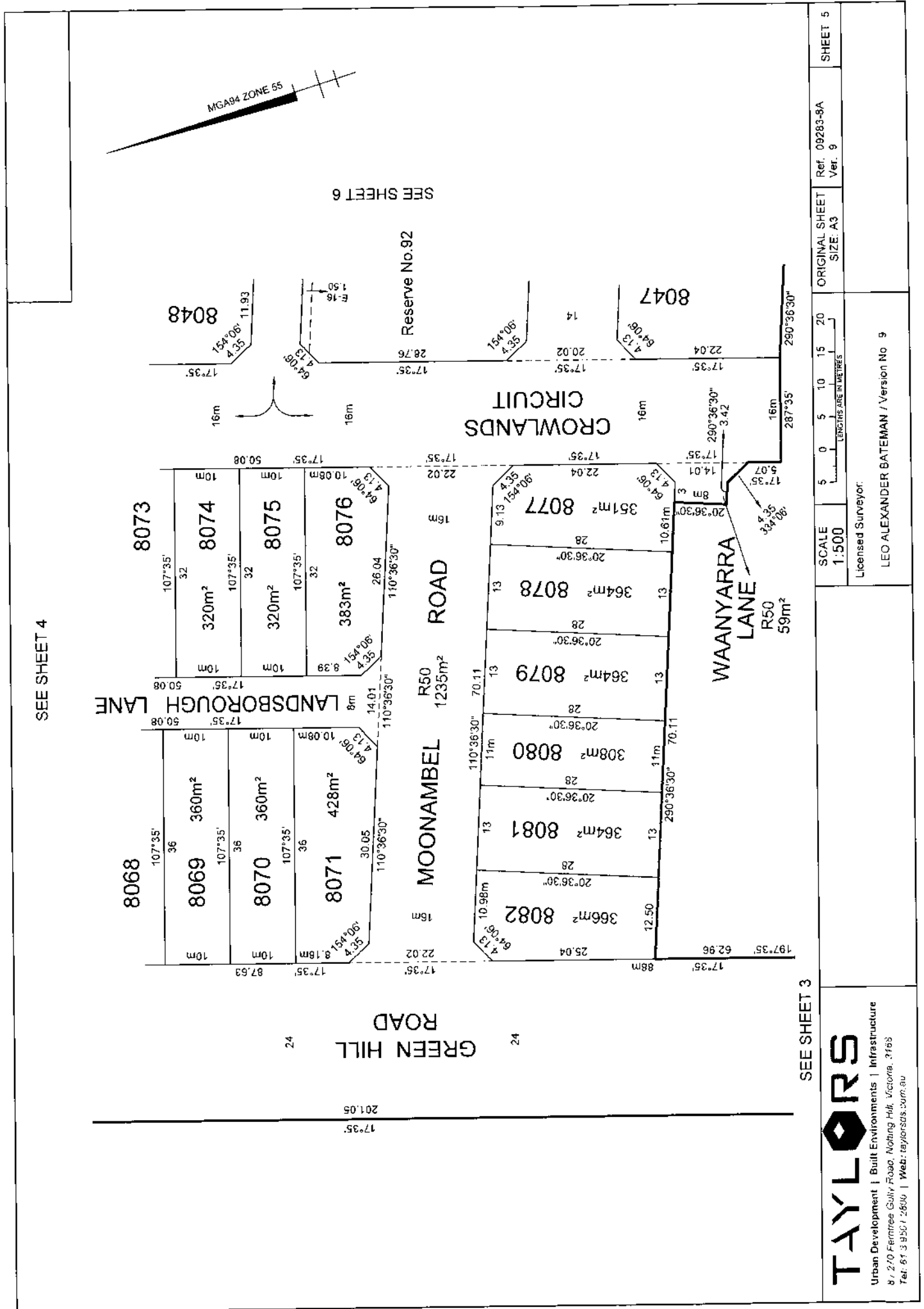
LEO ALEXANDER BATEMAN / Version No 9

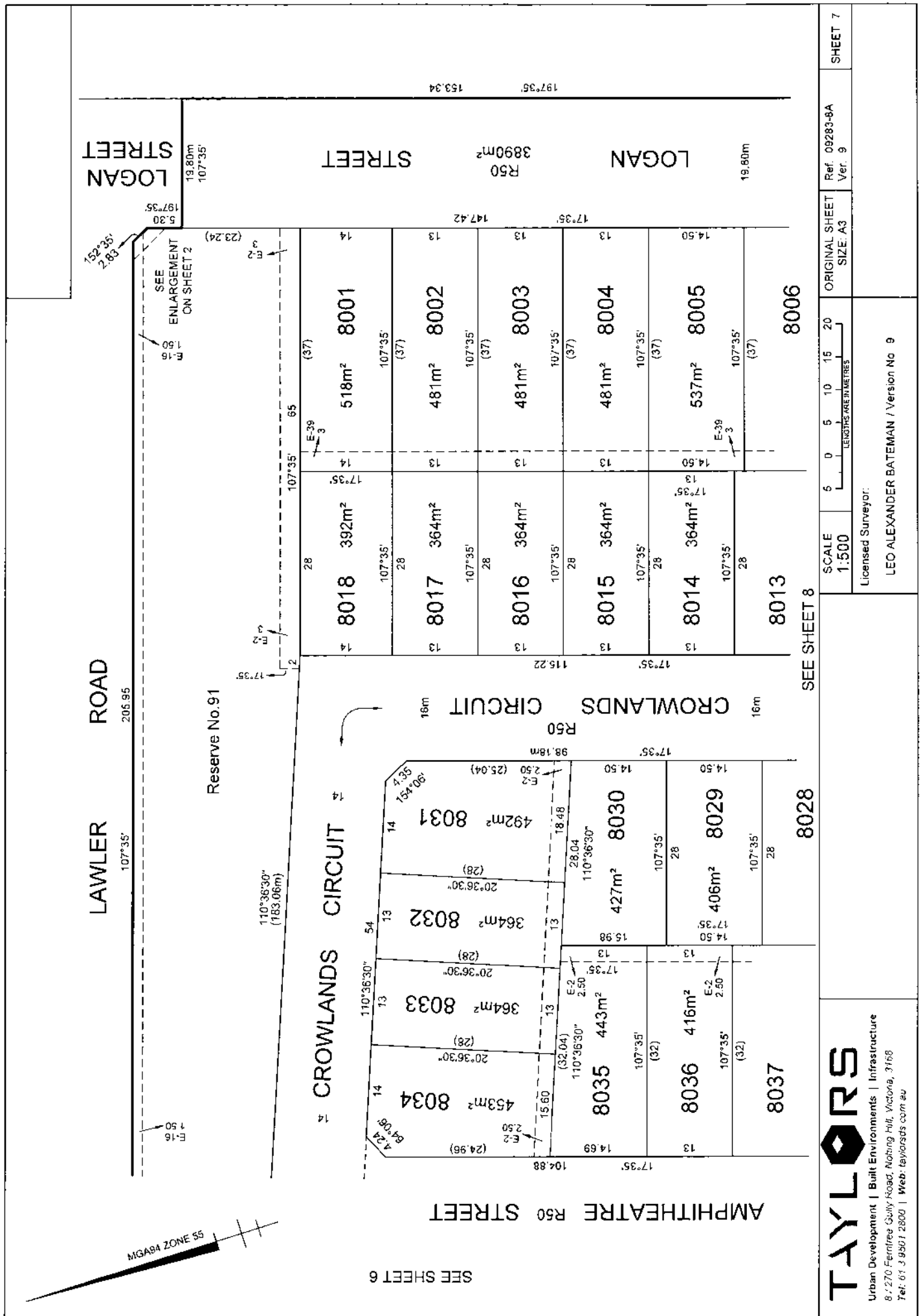
TAYLORS

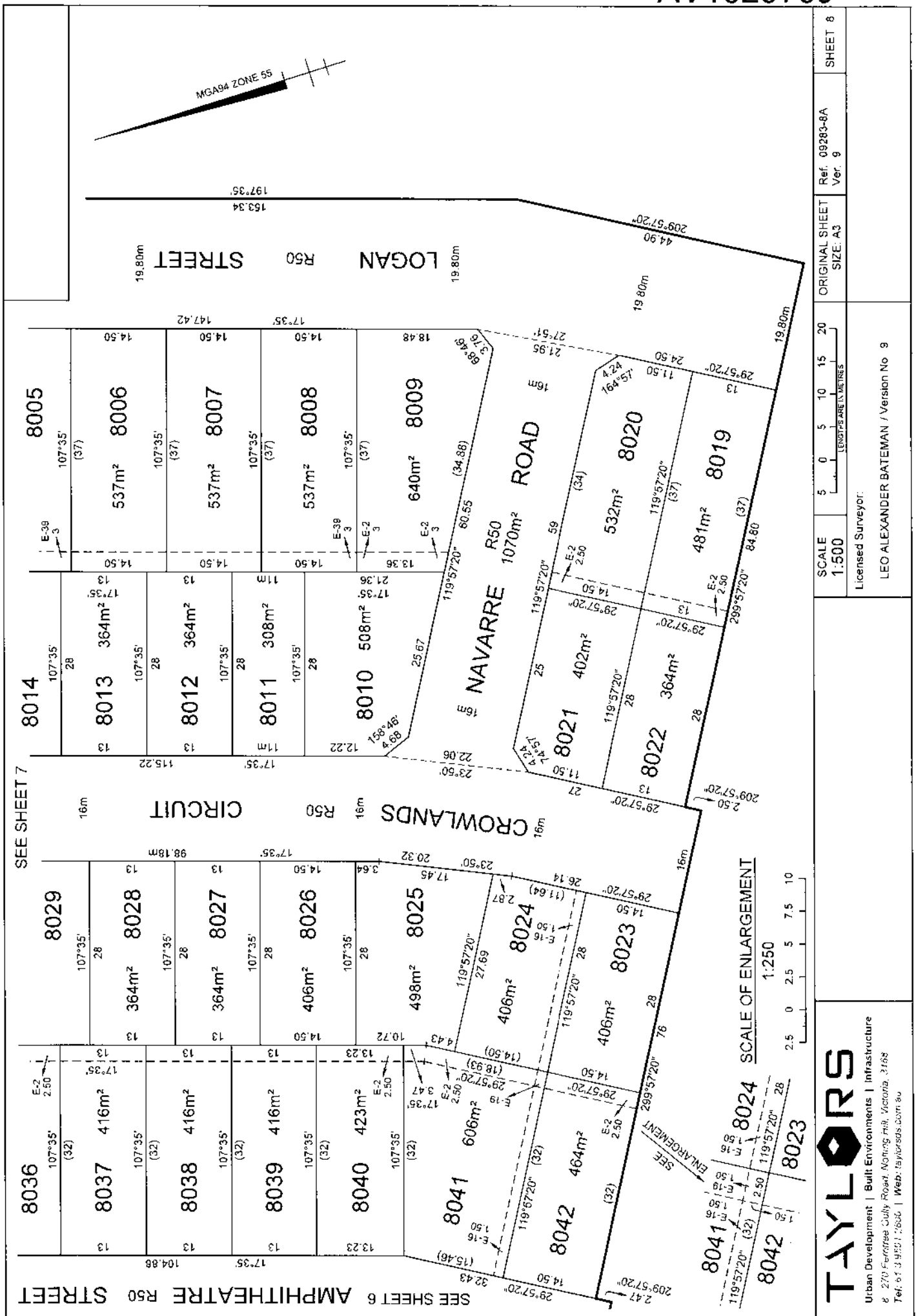
Urban Development | Built Environments | Infrastructure

at 270 Fernilee Gully Road, Notting Hill, Victoria, 3168

Tel: 61 3 9561 2600 j Web: taylor&s.com.au



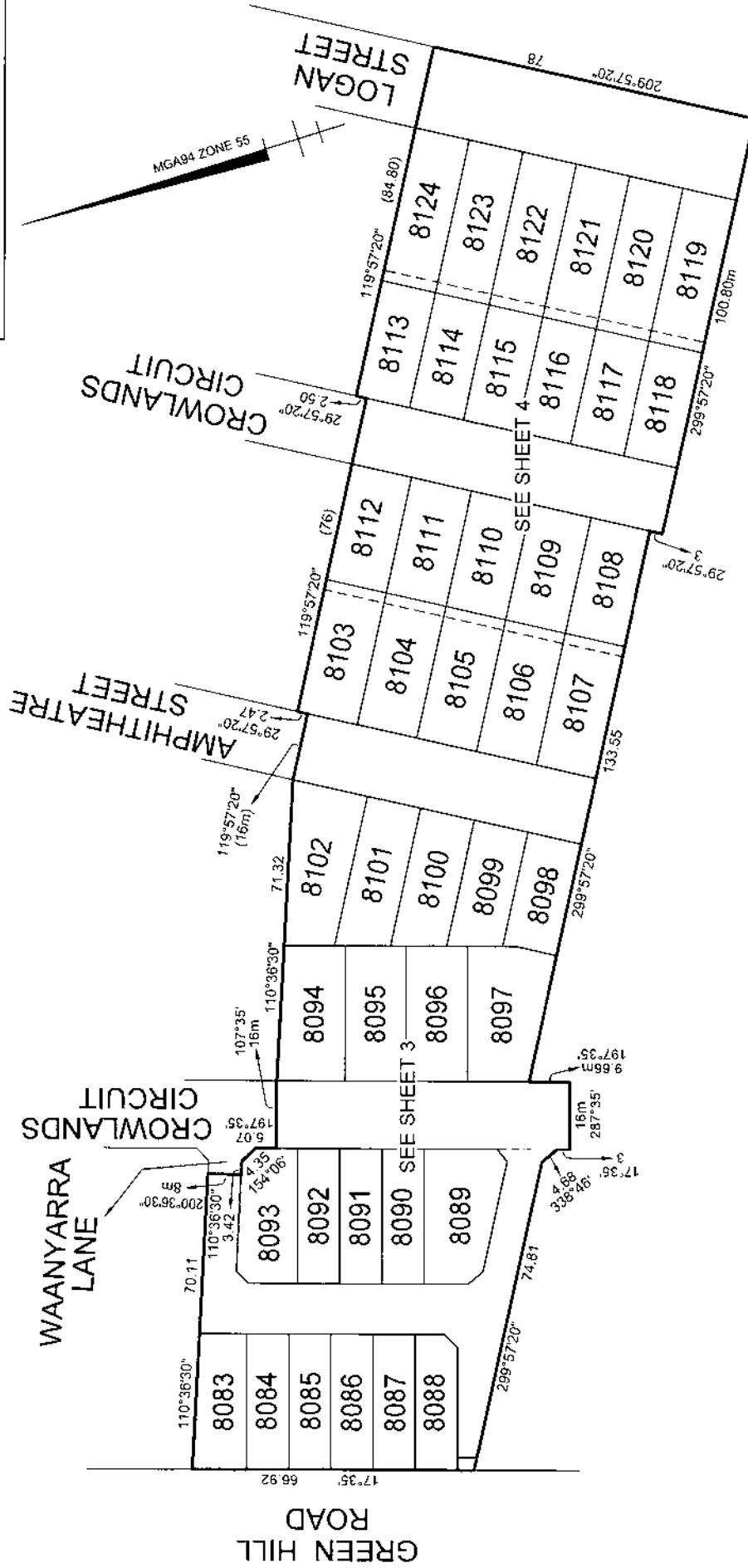




AV162979J

PLAN OF SUBDIVISION			EDITION 1	-	
LOCATION OF LAND PARISH: MOORADORANOOK REFER TO REGISTERED MASTER PLAN FOR CROWN DESCRIPTIONS TITLE REFERENCE: Vol. Fol. LAST PLAN REFERENCE: PS543210K Lot S96 POSTAL ADDRESS: Green Hill Road (at time of subdivision) Eynesbury 3338 MGA 94 CO-ORDINATES: E: 283 650 ZONE 55 (of approx centre of land N 5 814 340 in plan)			COUNCIL NAME: MELTON CITY COUNCIL		
VESTING OF ROADS AND/OR RESERVES			NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON		LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS For details of any Owners Corporations including purpose, responsibility, entitlement & liability see owners corporation search report, owners corporation additional information and if applicable, owners corporation rules.		
Roads R52 - R55 Reserve No.94	Melton City Council Melton City Council				
NOTATIONS					
DEPTH LIMITATION: Does Not Apply					
SURVEY: This plan is based on survey. STAGING: This is a staged subdivision. Planning Permit No. PA2019/6676/1					
EYNESBURY - Stage 82 (Eynesbury Marketing Stage 8B) Area of Release: 2.407ha No. of Lots: 42 Lots					
					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-2	Sewerage	See Diag.	This Plan	Western Region Water Corporation	
			SURVEYORS FILE REF: Ref. 09283-S8B Ver. 4		ORIGINAL SHEET SIZE: A3
Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorssds.com.au			Licensed Surveyor: LEO ALEXANDER BATEMAN / Version No. 4		SHEET 1 OF 4

AV162979J



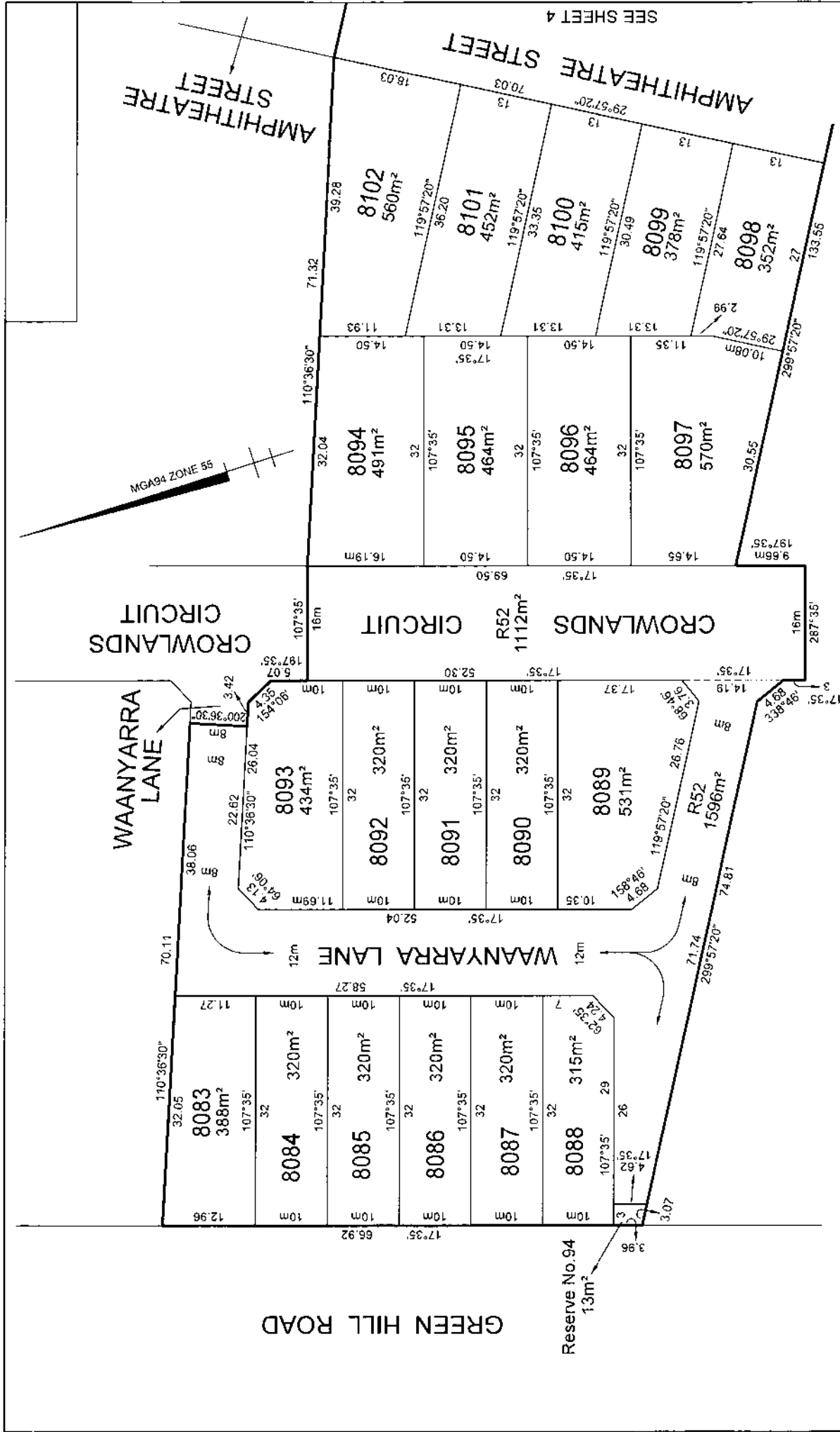
TAYLORS
Urban Development | Built Environments | Infrastructure
8-12/5 Fernside Drive, Naurang Hill, Victoria, 3166
Tel: 61 3 9501 2500 | Web: taylorss.com.au

SCALE
1:1000
10 0 10 20 30 40
LENGTHS ARE IN METRES
Licensed Surveyor:
LEO ALEXANDER BATEMAN / Version No 4

ORIGINAL SHEET
SIZE: A3
Ref. 09283-S8B
Ver. 4

SHEET 2

AV162979



TAYLORS Urban Development Built Environments Infrastructure 9 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorss.com.au	Licensed Surveyor: LEO ALEXANDER BATEMAN / Version No 4		SCALE 1:500		ORIGINAL SHEET SIZE: A3		Ref. 09283-S88 Ver. 4		SHEET 3	
	5 0 5 10 15 20 LENGTHS ARE IN METRES									



AV162979J

OWNERS CORPORATION SCHEDULE

Owners Corporation No.

2

Plan No.

Land affected by Owners Corporation

Lots: ALL OF THE LOTS IN THE TABLE BELOW

Common Property No.:

Limitations of Owners Corporation.

UNLIMITED

Notations

NIL

Totals

	Entitlement	Liability
This schedule	420	420
Previous stages	0	0
Overall Total	420	420

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
8083	10	10									
8084	10	10									
8085	10	10									
8086	10	10									
8087	10	10									
8088	10	10									
8089	10	10									
8090	10	10									
8091	10	10									
8092	10	10									
8093	10	10									
8094	10	10									
8095	10	10									
8096	10	10									
8097	10	10									
8098	10	10									
8099	10	10									
8100	10	10									
8101	10	10									
8102	10	10									
8103	10	10									
8104	10	10									
8105	10	10									
8106	10	10									
8107	10	10									
8108	10	10									
8109	10	10									
8110	10	10									
8111	10	10									
8112	10	10									
8113	10	10									
8114	10	10									
8115	10	10									
8116	10	10									
8117	10	10									
8118	10	10									
8119	10	10									
8120	10	10									
8121	10	10									
8122	10	10									
8123	10	10									
8124	10	10									

TAYLORSUrban Development | Built Environments
Infrastructure | Engineering and Project Management377, C Ferndale - Gully Road, Mornington 3900, VIC 3102
Phone: 021 450 1289.0 www.taylorsds.com.au

SURVEYORS FILE REFERENCE: 9283-8B

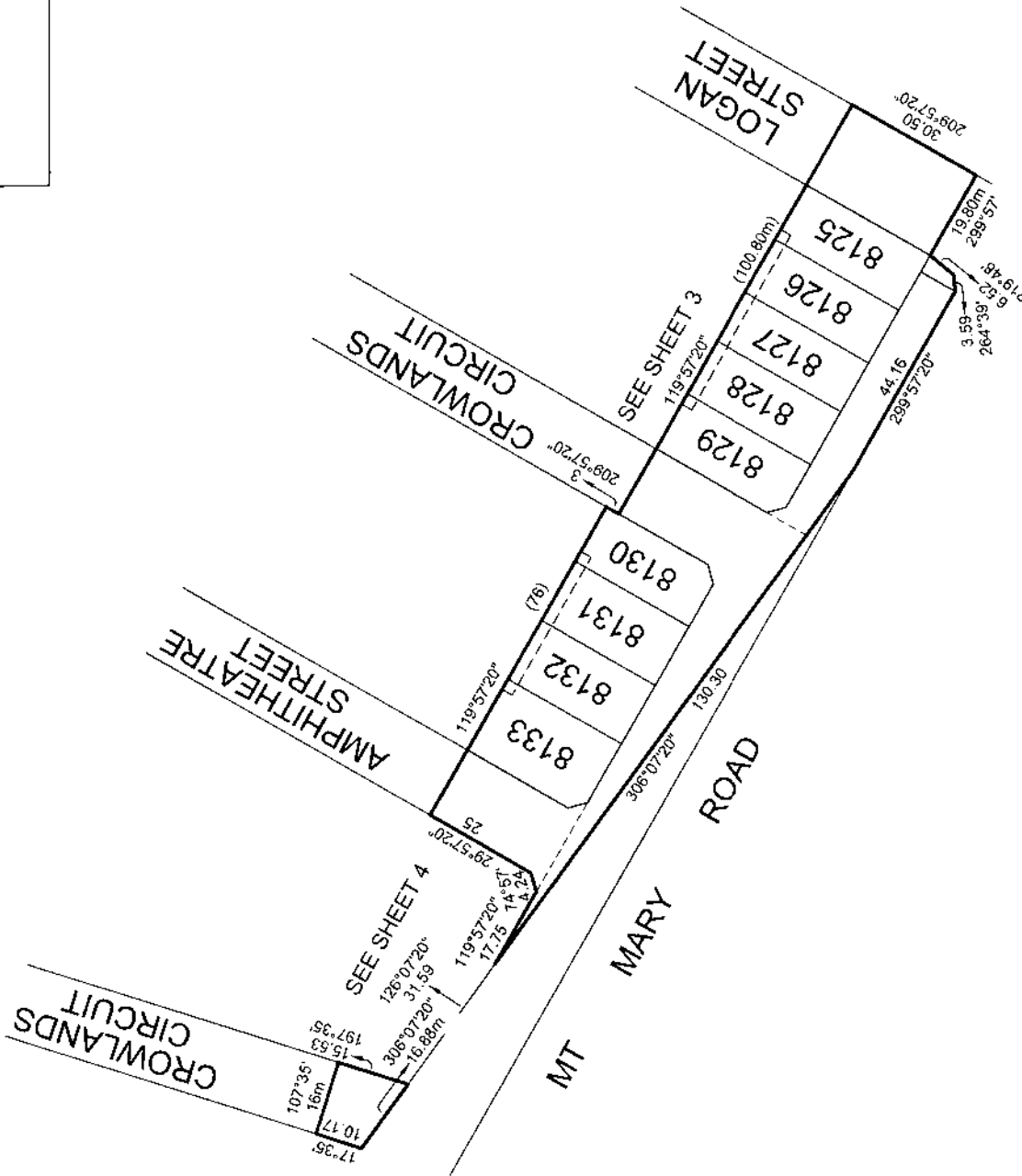
SHEET 1

ORIGINAL SHEET
SIZE: A3

LEO ALEXANDER BATEMAN / VERSION No. 4

WARNING: This document is a working document in the SPEAR approval process. It is subject to revision and change and therefore should not be relied upon for any legal or financial purposes. If you have any questions about this document please contact the person from Taylors Development Strategists Pty Ltd who gave you access to SPEAR. This document: SPEAR Ref: S146168J 28/10/2024 12:51 pm

AV162979J



MGA94 ZONE 55

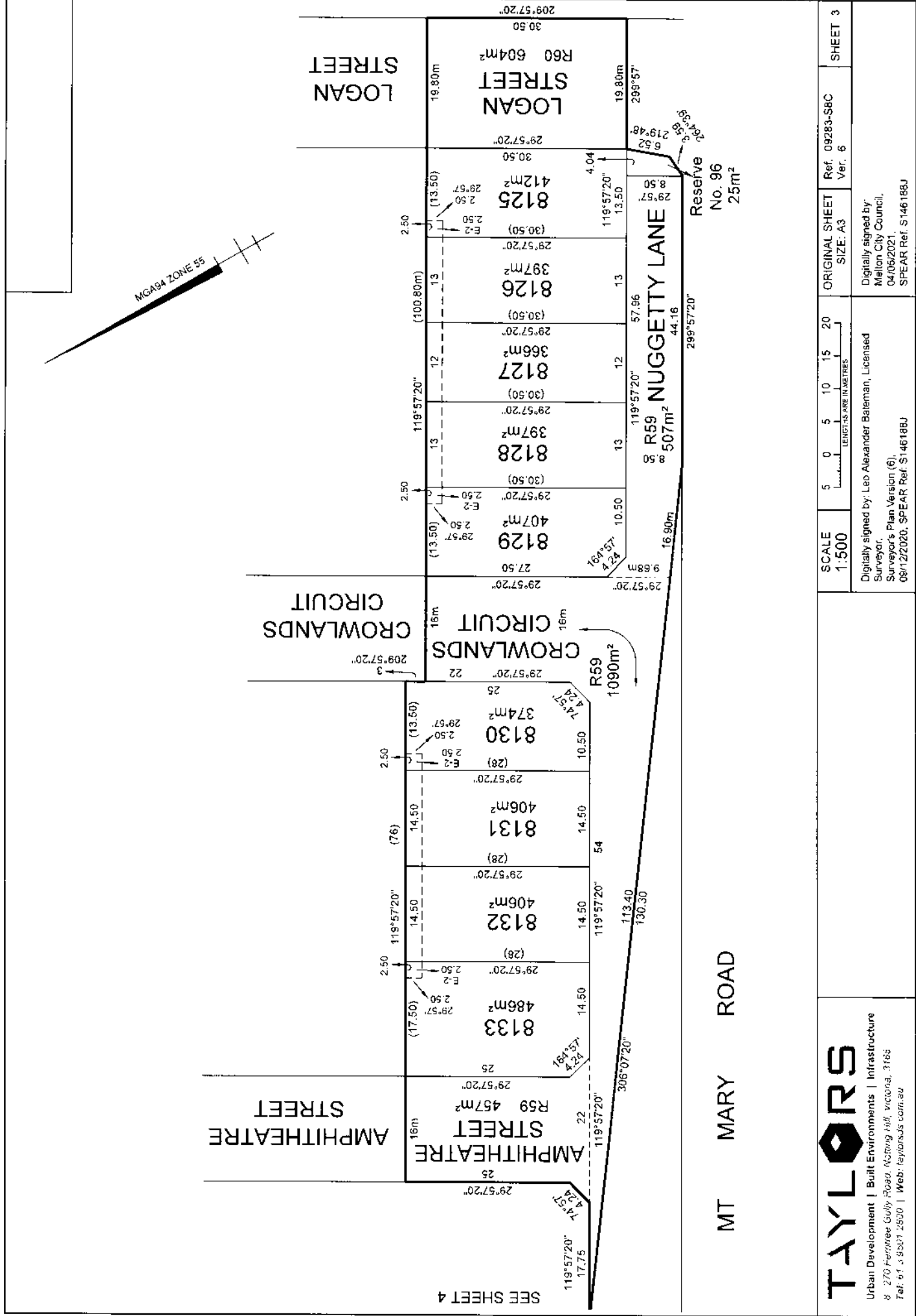
TAYLORS
Urban Development | Built Environments | Infrastructure
8/270 Fairfries Gully Road, Nattai Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorss.com.au

Scale: 1:1000
Lengths are in metres
Digitally signed by: Leo Alexander Baleman, Licensed Surveyor,
Surveyor's Plan Version (6),
09/12/2020, SPEAR Ref: S146168J

Original Sheet Size: A3
Ref: 09283-S8C Ver: 6
SHEET 2
Digitally signed by: Melton City Council,
04/05/2021,
SPEAR Ref: S146168J

WARNING - This document is a working document in the SPEAR approval process. It is subject to revision and change and therefore should not be relied upon for any legal or financial purposes. If you have any questions about this document please contact the person from Taylors Development Strategists Pty Ltd who gave you access to SPEAR. This document SPEAR Ref: S146188J

AV162979J



SEE SHEET 4

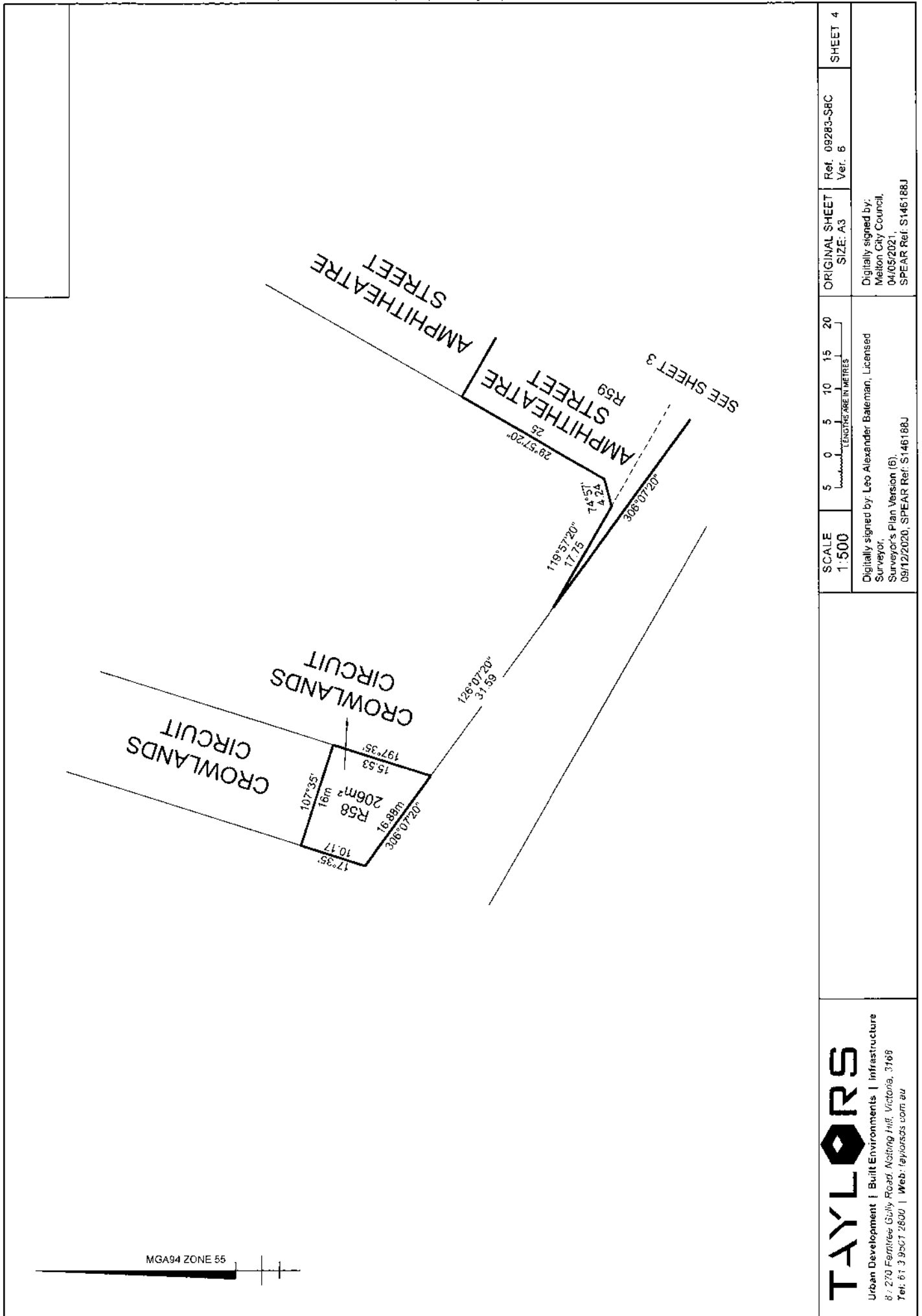
TAYLORS
Urban Development | Built Environments | Infrastructure
8 270 Fernree Gully Road, Nottburg Hill, Victoria, 3165
Tel: 61 3 9507 2500 | Web: taylors.com.au

Digitally signed by: Leo Alexander Bateman, Licensed Surveyor,
Surveyor's Plan Version (6),
08/12/2020, SPEAR Ref: S146188J

Digitally signed by:
Melton City Council,
04/06/2021,
SPEAR Ref: S146188J

SCALE 1:500
5 0 5 10 15 20
LENGTHS ARE IN METRES
ORIGINAL SHEET SIZE: A3
Ref: 09283-S8C Ver: 6
SHEET 3

AV162979J



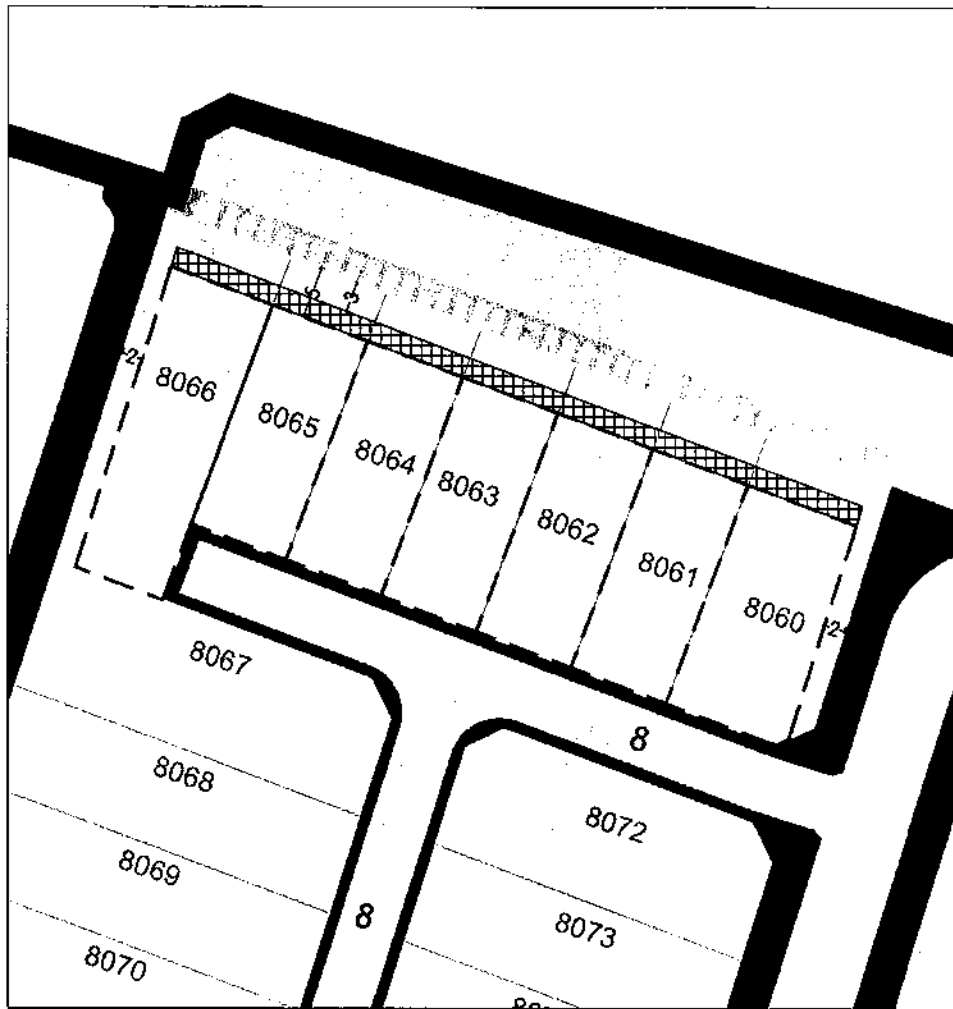
SCALE 1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 09283-S8C Ver. 6	SHEET 4
Digitally signed by: Leo Alexander Bateman, Licensed Surveyor, Surveyor's Plan Version (6), 09/12/2020, SPEAR Ref: S146188J				
Digitally signed by: Melton City Council, 04/05/2021, SPEAR Ref: S146188J				

TAYLORS
Urban Development | Built Environments | Infrastructure
8 / 270 Farnree Gully Road, Naring Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorss.com.au

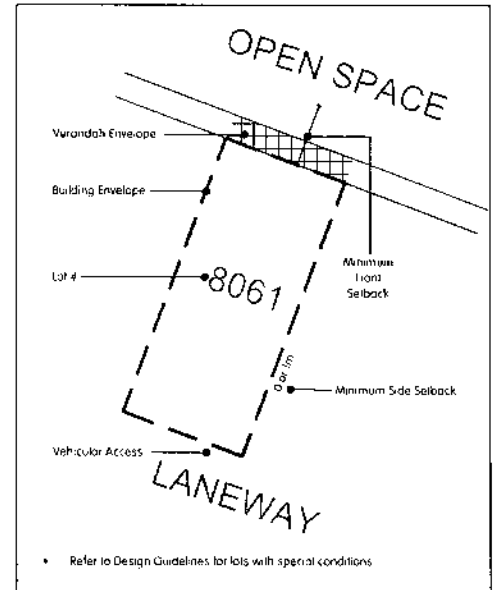
Attachment C – Building Envelope Plan

AV162979J

eynesbury

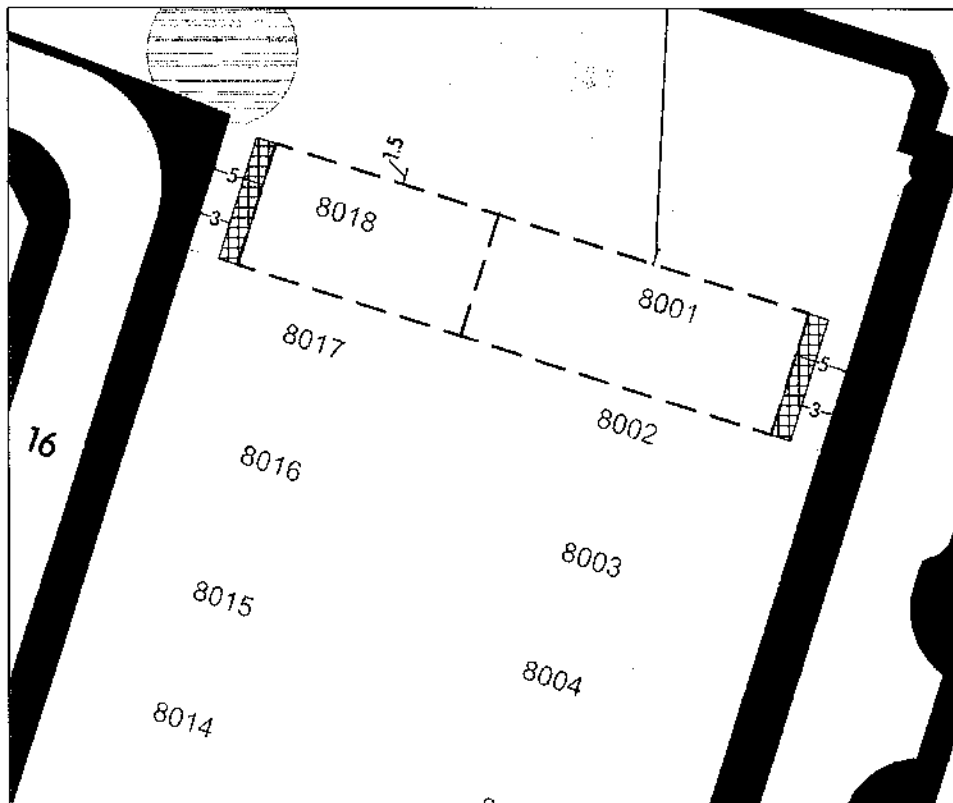


BUILDING ENVELOPE LEGEND (Not to Scale)

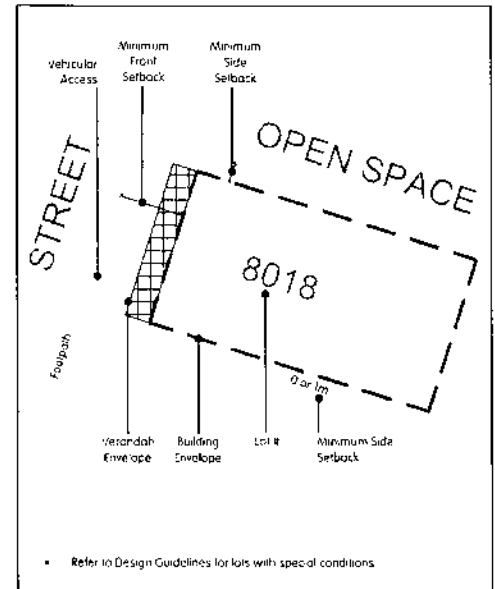


NOTES

- Layout is based on Stage B Concept Plan Rev Q
- This development is subject to approval by Mellish Shire Council, Engineering & Servicing Authorities
- All proposed details subject to final design & approval
- Building Envelope Offsets are taken from the lot boundary
- Refer to Eynesbury Design Guidelines for further details regarding dual frontage lots, screening & fencing details
- Should two storey dwellings be constructed on lots with a nominated building envelope, alternative setbacks may be required to those nominated on this plan



BUILDING ENVELOPE LEGEND (Not to Scale)



NOTES

- Layout is based on Stage B Concept Plan Rev Q
- This development is subject to approval by Mellish Shire Council, Engineering & Servicing Authorities
- All proposed details subject to final design & approval
- Building Envelope Offsets are taken from the lot boundary
- Refer to Eynesbury Design Guidelines for further details regarding dual frontage lots, screening & fencing details
- Should two storey dwellings be constructed on lots with a nominated building envelope, alternative setbacks may be required to those nominated on this plan

RD RobertsDay
CONSULTANTS

EYNESBURY
TOWNSHIP PTY LTD



SIZE A3
1:500
0 meter 5 10 15 20 25

RESIMAX
PROPERTY GROUP

BLA

one grid
TRAFFIC ENGINEERING

terramatrix
LANDSCAPE ARCHITECTS

ARCADIS

TAYLORS
Realisearchitects & landscape solutions

Archaeology & TARDIS
cultural heritage advisors

BUILDING ENVELOPES - Stage B

Eynesbury Estate
City of Mellish, Vic

1. EYNESBURY ESTATE STAGE B CONCEPT PLAN	REV	01/01/2024
2. EYNESBURY ESTATE STAGE B CONCEPT PLAN	REV	01/01/2024
3. EYNESBURY ESTATE STAGE B CONCEPT PLAN	REV	01/01/2024
4. EYNESBURY ESTATE STAGE B CONCEPT PLAN	REV	01/01/2024
5. EYNESBURY ESTATE STAGE B CONCEPT PLAN	REV	01/01/2024
6. EYNESBURY ESTATE STAGE B CONCEPT PLAN	REV	01/01/2024
7. EYNESBURY ESTATE STAGE B CONCEPT PLAN	REV	01/01/2024
8. EYNESBURY ESTATE STAGE B CONCEPT PLAN	REV	01/01/2024
9. EYNESBURY ESTATE STAGE B CONCEPT PLAN	REV	01/01/2024
10. EYNESBURY ESTATE STAGE B CONCEPT PLAN	REV	01/01/2024

REF NO	SPD EYN	01/01/2024
DRAW NO	01/01/2024	01/01/2024
REV	01/01/2024	01/01/2024



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 18/10/2024 12:51:32 PM

Status	Registered	Dealing Number	AX164751N
Date and Time Lodged	18/08/2023 10:16:26 AM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	7cmm:22301890

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

12467/081
12467/082
12467/083
12467/100
12467/101
12467/102
12467/103
12467/104
12467/105
12467/106
12467/107
12467/108
12467/109
12467/110
12467/111



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

12467/112

12467/113

12467/114

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173

Planning & Environment Act - section 173

Applicant(s)

Name	MELTON CITY COUNCIL
Address	
Street Number	232
Street Name	HIGH
Street Type	STREET
Locality	MELTON
State	VIC
Postcode	3337

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of	MELTON CITY COUNCIL
Signer Name	CLARE MARGARET MCKENNA
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	LAW PRACTICE
Execution Date	18 AUGUST 2023

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AX164751N
Number of Pages (excluding this cover sheet)	35
Document Assembled	18/10/2024 12:51

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Section 173 Agreement

Melton City Council

Eynesbury Township Pty Ltd

(Stages 5C and 13A)

gadens

Level 13, Collins Arch
447 Collins Street
Melbourne VIC 3000
Australia

T +61 3 9252 2555
F +61 3 9252 2500

Ref AAT:RTY:22000639

Contents

1. Definitions and interpretation	2
2. Land (including Future Child Lots) exempt from planning permit under Clause 44.06-2 of the Scheme	4
3. Owner's Covenants – Compliance with the Incorporated Bushfire Management Plan	4
4. Obligations to run with the Land – Future Child Lots	4
5. Acknowledgement by the Parties	4
6. Owner's further obligations	4
7. Further assurance	5
8. Agreement under Section 173 of the Act	5
9. Planning Objectives	5
10. Council's costs to be paid	5
11. Owner's warranties	5
12. General provisions	5
13. Commencement of Agreement	6
14. Ending of Agreement	6
Attachment A – Master Plan	
Attachment B – Plan	
Attachment C – Incorporated Bushfire Management Plan	

Section 173 Agreement

Parties

1. **Melton City Council ABN 22 862 073 889** of 232 High Street, Melton, Victoria 3337
(Council)
2. **Eynesbury Township Pty Ltd ACN 635 948 873** of Level 3, 2 Drewery Place, Melbourne, Victoria 3000 (Owner)

Background

- A. The Council is the Responsible Authority under the Act for the Planning Scheme which applies to the Land.
- B. The Owner is the registered proprietor of the Land.
- C. The Land forms part of the land which is being subdivided in stages, as Eynesbury Township.
- D. On 1 March 2021, Council issued the Permit. Condition 35 of the Permit provides as follows:

'Before the statement of compliance is issued under the Subdivision Act 1988 the owner must enter into an agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987. The agreement must:

- a) *state that has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the Melton Planning Scheme.*
 - b) *Incorporate the plan in accordance with Clause 53.02-4.4 of this planning scheme and approved under this permit.*
 - c) *State that if a dwelling is constructed on the land without a planning permit that the bushfire protection measures set out in the plan incorporated into the agreement must be implemented and maintained to the satisfaction of the responsible authority on a continuing basis.*
- E. The parties enter into this Agreement pursuant to Section 173 of the Act to satisfy Condition 35 of the Permit and to achieve and advance the objectives of planning in Victoria.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this Agreement, unless the context requires otherwise:

Act means the *Planning and Environment Act 1987* (Vic).

Agreement means this agreement (as amended) and any agreement executed by the parties expressed to be supplemental to this agreement.

Business Day means a day that is not a Saturday, Sunday or public holiday in Victoria.

Cancelled Parent Title means cancelled Certificate of Title Volume 12185 Folio 538, which was described as Lot S77 on PS 543210.

Eynesbury Township means the development of the township of Eynesbury, to be undertaken in stages as indicatively shown on the Master Plan.

Future Child Lot means the future child lots to be created upon registration of the Plan.

Incorporated Bushfire Management Plan means the plan incorporated under Clause 53.02-4.4 of the Scheme and approved by Council under Condition 35 of this Permit, a copy of which is contained in **Attachment C**.

Land means the land known as 53, 55 and 57 Bendigo Drive and 50, 52 and 54 Bundalong Drive and 1 to 6 (inclusive) Barmah Way and 74, 76, 77, 78, 79 and 80 Cobram Drive, Eynesbury, being the land contained in Certificates of Title Volume 12467 Folio 081, Volume 12467 Folio 082, Volume 12467 Folio 083 and Volume 12467 Folios 100 to 114 (inclusive) (which were formerly part of the Cancelled Parent Title).

Master Plan means the indicative Eynesbury Township master plan in **Attachment A**.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in the Land or any part of it including any common property, and includes a Mortgagee in possession.

Permit means Planning Permit No PA2020/7136 (Amended) issued by Council on 1 March 2021, which allows "*staged multi lot subdivision, removal of native vegetation and construction of one dwelling on each lot over 300 square metres in area under the Environmental Significance Overlay and Bushfire Management Overlay*".

Plan means the stage 5C and 13A (staged) plan endorsed by Council contained in **Attachment B**.

Planning Scheme means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land.

Responsible Authority has the meaning given under the Act.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) words or terms not defined in this Agreement but defined in the Act, the Planning Scheme or the Permit have the same meaning in this Agreement, unless the context requires otherwise;

- (b) this Agreement must be interpreted having regard to the provisions of the Permit, the Planning Scheme and the Act;
- (c) where the Responsible Authority may exercise a power, duty or function, that power, duty or function may be exercised on behalf of the Responsible Authority by an authorised or delegated officer;
- (d) 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.
- (e) clause and subclause headings are for reference purposes only;
- (f) the singular includes the plural and vice versa;
- (g) words denoting any gender include all genders;
- (h) a reference to a person includes any other entity recognised by law and vice versa;
- (i) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (j) any reference to a party to this Agreement includes its successors and permitted assigns;
- (k) any reference to the Responsible Authority includes its agents, officers, employees, servants, workers and contractors;
- (l) any reference to any agreement or document includes that agreement or document as amended at any time;
- (m) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (n) the expression **at any time** includes reference to past, present and future time and performing any action from time to time;
- (o) a reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this Agreement;
- (p) a reference to a clause described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this Agreement means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;
- (q) when a thing is required to be done or money is required to be paid under this Agreement on a day which is not a Business Day, the thing must be done and the money paid on the immediately preceding Business Day; and
- (r) a reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

2. Land (including Future Child Lots) exempt from planning permit under Clause 44.06-2 of the Scheme

The parties agree and acknowledge that upon registration of this Agreement, a planning permit is not required under Clause 44.06-2 of the Scheme:

- (a) to subdivide the Land (including any Future Child Lots); or
- (b) to construct a dwelling on any Future Child Lots,

provided that all of the requirements of the Incorporated Bushfire Management Plan are complied with.

3. Owner's Covenants – Compliance with the Incorporated Bushfire Management Plan

The Owner covenants and agrees that if a dwelling is constructed on the Land (including on any Future Child Lot) without a planning permit, pursuant to the exemption granted under Clause 2 of this Agreement, that the bushfire protection measures set out in the Incorporated Bushfire Management Plan must be implemented and maintained on a continuing basis, to the satisfaction of Council.

4. Obligations to run with the Land – Future Child Lots

Each obligation imposed on the Owner under this Agreement takes effect as a covenant which is annexed to, and runs at law and in equity with the Land. Upon the registration of the Plan, this Agreement must be read and applied to each individual Future Child Lot.

5. Acknowledgement by the Parties

The parties acknowledge and agree that the execution of this Agreement fulfils the Owner's obligations under Condition 35 of the Permit.

6. Owner's further obligations

The Owner further agrees that the Owner:

- (a) must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, charges, transferees and assigns;
- (b) will do all things necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificates of Title to the Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgement or other document;
- (c) without limiting the operation or effect which this Agreement has, must ensure that until such time as this Agreement is registered on the Certificates of Title to the Land any successors in title must be required to:
 - (i) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

- (ii) execute a deed agreeing to be bound by the terms of this Agreement.

7. Further assurance

The parties must do or cause to be done all things reasonably necessary to give effect to this Agreement.

8. Agreement under Section 173 of the Act

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

9. Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme.

10. Council's costs to be paid

The Owner must pay the costs of Council associated with the preparation and registration of this Agreement, any amendment to this Agreement, or any document giving effect to the ending of this Agreement.

11. Owner's warranties

The Owner warrants that, as at the date of execution of this Agreement, apart from the Owner and any other person who has been informed of the obligations the subject of this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

12. General provisions

12.1 Service of notice

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

- (a) by delivering it personally on that party; or
- (b) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (c) by sending it by facsimile to the facsimile number most recently notified by the recipient to the sender; or
- (d) by sending it by email to the email address most recently notified by the recipient to the sender.

12.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered personally, at the time of delivery;
- (b) if posted within Australia to an Australian address, three business days after the date of posting and in any other case, seven business days after the date of posting;
- (c) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (d) if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); and
- (e) if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

12.3 No waiver

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

12.4 Jurisdiction

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

12.5 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 shall be severed and the other provisions of this Agreement shall remain operative.

12.6 No fettering of Responsible Authority's powers

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority 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.

13. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences on the date that this Agreement has been signed by all parties, even if the Agreement is not registered on title until a later date.

14. Ending of Agreement

- (a) This Agreement may come to an end by agreement between the parties in accordance with section 177(2) of the Act.

- (b) As soon as practicable after the Agreement has ended, the 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 as appropriate on the Register.

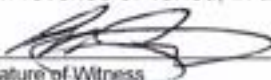
AX164751N

Signing page

Executed as an agreement.

Dated 15 / 7 / 2021

Signed on behalf of Melton City Council by
Robert Baggio, Manager Planning Services
pursuant to an instrument of delegation
authorised by a Council resolution dated 13
December 2019 which it is certified has not
been revoked or varied, in the presence of:


Signature of Witness

CAM TRI LUONG
Name of Witness (Block Letters)

232 HIGH ST, MELTON
Usual Address of Witness (Block Letters)


Signature of Robert Baggio

Executed by Eynesbury Township Pty Ltd
ACN 635 948 873 under section 127 of the
Corporations Act by its duly authorised officers:

C.ainsaar
Signature of Director

Signature of Director/Secretary

Callan Ainsaar - Under POA dated 24/3/20
Name of Director
(Block Letters)

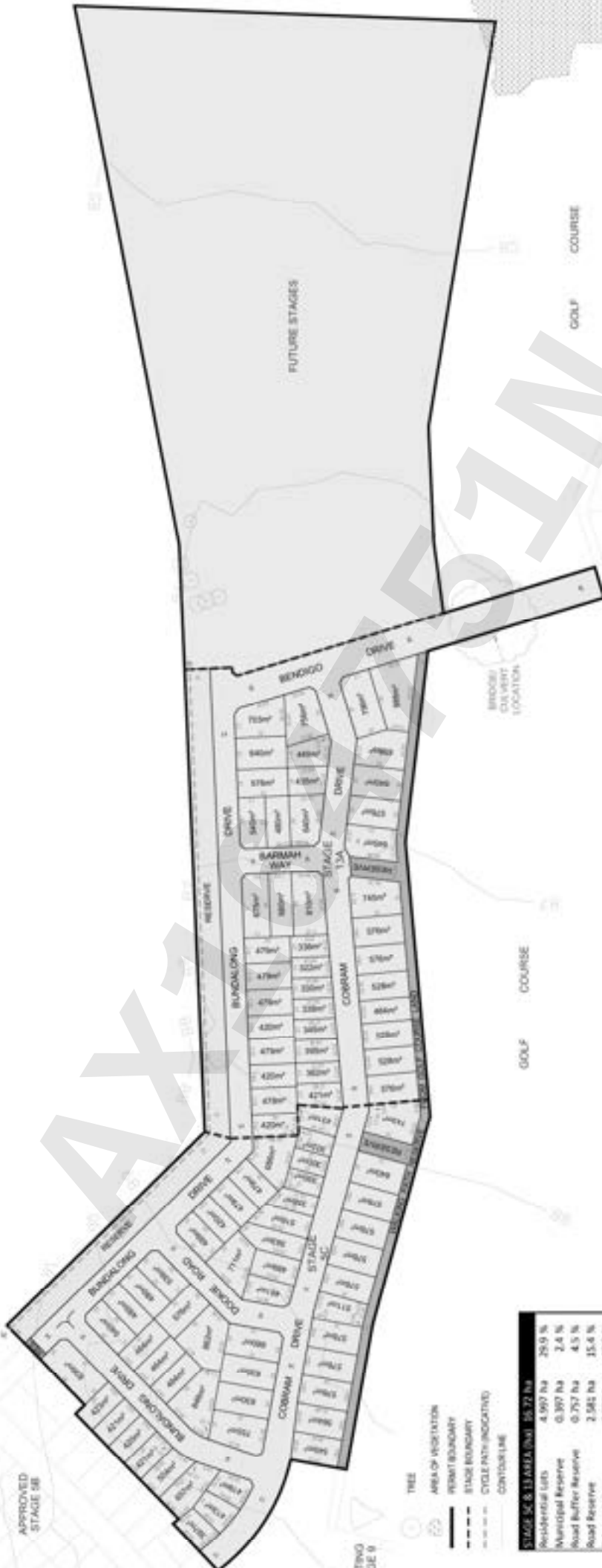
Name of Director/Secretary
(Block Letters)

Attachment A – Master Plan



Attachment B – Plan

AX164751N



EXISTING
STAGE 9

APPROVED
STAGE 18

- TREE
- AREA OF VEGETATION
- PERMIT BOUNDARY
- STAGE BOUNDARY
- CYCLE PATH (NEGATIVE)
- CONTOURLINE

STAGE 5C & 13 AREA (ha)		56.72 ha
Residential Lots	4,597 ha	25.9 %
Municipal Reserve	0.397 ha	2.4 %
Road Buffer Reserve	0.757 ha	4.5 %
Road Reserve	2.581 ha	15.4 %
Balance Lot	7.991 ha	47.8 %
	56.72 ha	100 %

LOT SCHEDULE BY AREA	
300m ² - 399m ²	12 12.9 %
400m ² - 499m ²	31 33.3 %
500m ² - 599m ²	26 28.0 %
600m ² - 699m ²	12 12.9 %
700m ² - 799m ²	7 7.5 %
800m ² - 899m ²	4 4.3 %
900m ² - 999m ²	1 1.1 %
	93 100 %

RESIDENTIAL LOT YIELD		Avg. Site
Total	93	537 m ²
Range	300m ² - 999m ²	

SUBDIVISION SEQUENCE		
SEQUENCE	STAGE	No. of Lots
1	13A	42
2	5C	51

Attachment C – Incorporated Bushfire Management Plan



Construction Standard

The dwellings on all lots must be designed and constructed to a minimum BAL-12.5 standard.

Water Supply

A minimum 2,500L of effective water supply for fire fighting purposes must be provided on lots less than 500m² and 5,000L on lots between 500m² and 1000m² in accordance with the following requirements:

- Be stored in an above ground water tank/s constructed of concrete or metal.
- Have all fixed above-ground water pipes and fittings required for fire fighting purposes made of corrosive resistant metal.
- Include a separate outlet for site occupant use.

Defendable Space Management

Defendable space on all lots must be provided to the property boundary and be managed in accordance with the following requirements:

- Grass must be short cropped and maintained during the declared fire danger period.
- All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period.
- Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building.
- Plants greater than 10 centimetres in height must not be placed within 3m of a window or glass feature of the building.
- Shrubs must not be located under the canopy of trees.
- Individual and clumps of shrubs must not exceed 5m² in area and must be separated by at least 5m.
- Trees must not overhang or touch any elements of the building.
- The canopy of trees must be separated by at least 5m.
- There must be a clearance of at least 2 metres between the lowest tree branches and ground level.



REGISTERED PROPRIETOR'S CONSENT

Ananga Manjari Dvarakesa, Lalitambhika Dvarakesa, Radhika Dvarakesa and Sanatana Dvarakesa, being the registered proprietors of the land known as 5 Barmah Way, Eynesbury, being lot 13009 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 081 (**Land**):

1. consent to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledge that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

DATED the 7 day of JUNE 2023

Signed by **Ananga Manjari Dvarakesa** in the presence of:

Saraswathy
Signature of Witness

SARASWATHY DVARAKESA
Name of Witness (Block Letters)

7 LIBRARY ROAD, MAMBOURIN, VIC, 3024
Address of Witness (Block Letters)

Ananga
Signature of **Ananga Manjari Dvarakesa**

Signed by **Lalitambhika Dvarakesa** in the presence of:

Saraswathy
Signature of Witness

SARASWATHY DVARAKESA
Name of Witness (Block Letters)

7 LIBRARY ROAD, MAMBOURIN, VIC, 3024
Address of Witness (Block Letters)

Lalita
Signature of **Lalitambhika Dvarakesa**

Signed by **Radhika Dvarakesa** in the presence of:

Saraswathy
Signature of Witness

SARASWATHY DVARAKESA
Name of Witness (Block Letters)

7 LIBRARY ROAD, MAMBOURIN, VIC, 3024
Address of Witness (Block Letters)

Radhika
Signature of **Radhika Dvarakesa**

Signed by **Sanatana Dvarakesa** in the presence of:

Saraswathy
Signature of Witness

SARASWATHY DVARAKESA
Name of Witness (Block Letters)

7 LIBRARY ROAD, MAMBOURIN, VIC, 3024
Address of Witness (Block Letters)

Sanatana
Signature of **Sanatana Dvarakesa**



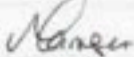
REGISTERED PROPRIETOR'S CONSENT

Nina Perez Ahmet and Shane Darrol Ahmet, being the registered proprietors of the land known as 3 Barmah Way, Eynesbury, being lot 13010 on Plan of Subdivision P5543210 and contained in Certificate of Title Volume 12467 Folio 082 (Land):

1. consent to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (Section 173 Agreement); and
2. acknowledge that the Section 173 Agreement will run with the Land in accordance with Section 182 of the Planning and Environment Act 1987 (Vic).

DATED the 26th day of June 2023

Signed by Nina Perez Ahmet in the presence of:



Signature of Witness

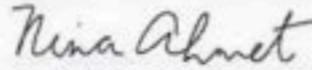
VESNA TANEVSKI

Name of Witness (Block Letters)

41 SANDALWOOD AVE

Address of Witness (Block Letters)

HILLSIDE



Signature of Nina Perez Ahmet

Signed by Shane Darrol Ahmet in the presence of:



Signature of Witness

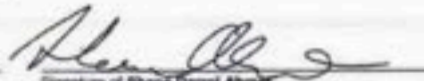
VESNA TANEVSKI

Name of Witness (Block Letters)

41 SANDALWOOD AVE

Address of Witness (Block Letters)

HILLSIDE



Signature of Shane Darrol Ahmet

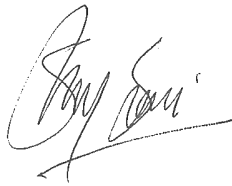


REGISTERED PROPRIETOR'S CONSENT

Eynesbury Township Pty Ltd of Level 3, 2 Drewery Place Melbourne Vic 3000, being the registered proprietor of the land known as 1 Barmah Way Eynesbury VIC 3338 being lot 13011 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 083 (**Land**):

1. consents to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledges that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

DATED the 20 day of July 2023



Sunny Soni (POA)

REGISTERED PROPRIETOR'S CONSENT

Daniel Roland Perri and Katrina Oblena, being the registered proprietors of the land known as 76 Cobram Drive, Eynesbury, being lot 13029 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 101 (**Land**):

1. consent to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledge that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

DATED the 26th day of June 2023

Signed by **Daniel Roland Perri** in the presence of:

Katrina Oblena

Signature of Witness

Katrina Oblena

Name of Witness (Block Letters)

2a Severn St Balwyn North VOC 3104

Address of Witness (Block Letters)



Signature of **Daniel Roland Perri**

Signed by **Katrina Oblena** in the presence of:



Signature of Witness

Daniel Perri

Name of Witness (Block Letters)

Custom2a Severn St Balwyn North VOC 3104

Address of Witness (Block Letters)

Katrina Oblena

Signature of **Katrina Oblena**

REGISTERED PROPRIETOR'S CONSENT

Faraj Ebrahimi of 17-19 Vineys Lane, Dural, NSW, 2158

, being the registered proprietor of the land known as 78 Cobram Drive Eynesbury VIC 3338, being lot 13030 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 102 (**Land**):

1. consents to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledges that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

19 July 2023 | 9:56 PM AEST

DATED the day of 2023

Signature

DocuSigned by:
1EE23B8DF110406...
Faraj Ebrahimi

REGISTERED PROPRIETOR'S CONSENT

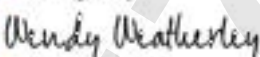
Gary Douglas Weatherley & Wendy Anne Weatherley of 208/150 Clarendon Street, East Melbourne, 3002, VIC, Australia, being the registered proprietor of the land known as 80 Cobram Drive, Eynesbury, being lot 13031 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 103 (**Land**):

1. consents to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledges that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

DATED the day of 18/7/2023 | 5:21 PM AEST
2023

DocuSigned by:

F4808EEFAD1148B...

DocuSigned by:

C8196C317A57445...

REGISTERED PROPRIETOR'S CONSENT

Moneet Singh & Jasjeet Kaur of 5 Highbridge Street, Point Cook, 3030, VIC, Australia, being the registered proprietor of the land known as 53 Bendigo Drive, Eynesbury, being lot 13032 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 104 (**Land**):

1. consents to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledges that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

DATED the day of 20/7/2023 | 1:43 PM AEST
2023

DocuSigned by:

T8ED883DC0C442D

DocuSigned by:

D089074527F8447

REGISTERED PROPRIETOR'S CONSENT

Linda Ann Kynaston and Matthew Noel Kynaston, being the registered proprietors of the land known as 55 Bendigo Drive, Eynesbury, being lot 13033 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 105 (Land):

1. consent to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledge that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

DATED the 28 day of May 2023

Signed by Linda Ann Kynaston in the presence of:


Signature of Witness

JANET PARSONS
Name of Witness (Block Letters)

2/20 HAYWOOD GR MELTON WEST
Address of Witness (Block Letters) 3337

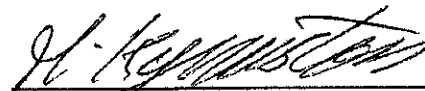

Signature of Linda Ann Kynaston

Signed by Matthew Noel Kynaston in the presence of:


Signature of Witness

JANET PARSONS
Name of Witness (Block Letters)

2/20 HAYWOOD GR MELTON WEST
Address of Witness (Block Letters) 3337


Signature of Matthew Noel Kynaston

REGISTERED PROPRIETOR'S CONSENT

Elzanne Van Der Westhuizen and Izak Schalk Van Der Westhuizen, being the registered proprietors of the land known as 57 Bendigo Drive, Eynesbury, being lot 13034 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 106 (**Land**):

1. consent to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledge that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

DATED the 6th day of JUNE 2023

Signed by Elzanne Van Der Westhuizen in
the presence of:



Signature of Witness

ANTHONY ASHWORTH

Name of Witness (Block Letters)

9 HAZELMERE AVE

EYNESBURY VIC 3338

Address of Witness (Block Letters)



Signature of Elzanne Van Der Westhuizen

Signed by Izak Schalk Van Der Westhuizen
in the presence of:



Signature of Witness

ANTHONY ASHWORTH

Name of Witness (Block Letters)

9 HAZELMERE AVE

EYNESBURY VIC 3338

Address of Witness (Block Letters)



Signature of Izak Schalk Van Der Westhuizen

REGISTERED PROPRIETOR'S CONSENT

Jade Renee Murray and Thomas John Murray, being the registered proprietors of the land known as 79 Cobram Drive, Eynesbury, being lot 13035 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 107 (**Land**):

1. consent to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledge that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

DATED the 2nd day of June 2023

Signed by Jade Renee Murray in the presence of:


Signature of Witness

GARY LEEDHAM
Name of Witness (Block Letters)

99 Mardells Rd BCCA NSW 2480
Address of Witness (Block Letters)

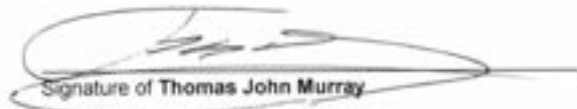

Signature of Jade Renee Murray

Signed by Thomas John Murray in the presence of:


Signature of Witness

GARY LEEDHAM
Name of Witness (Block Letters)

99 Mardells Rd BCCA NSW 2480
Address of Witness (Block Letters)


Signature of Thomas John Murray

REGISTERED PROPRIETOR'S CONSENT

Calfas Pty Ltd, being the registered proprietor of the land known as 77 Cobram Drive, Eynesbury, being lot 13036 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 108 (**Land**):

1. consents to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledges that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

DATED the _____ day of _____ 2023

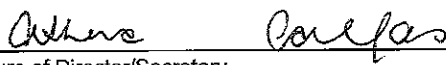
Executed by Calfas Pty Ltd ACN 001 280 137
under section 127 of the *Corporations Act 2001*
by its duly authorised officers:



Signature of Director

GEORGE M. CALFAS

Name of Director
(Block Letters)



Signature of Director/Secretary

ATHENA N. CALFAS

Name of Director/Secretary
(Block Letters)

REGISTERED PROPRIETOR'S CONSENT

Danish Ahsen Khan and Mahwish Danish, being the registered proprietors of the land known as 2 Barmah Way, Eynesbury, being lot 13037 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 109 (Land):

1. consent to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledge that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

DATED the 25 day of MAY 2023

Signed by Danish Ahsen Khan in the presence of:


Signature of Witness

MUNEER AFRIDI
Name of Witness (Block Letters)

161 Tom ROBERTS BE, POINT LACK
Address of Witness (Block Letters)


Signature of Danish Ahsen Khan

Signed by Mahwish Danish in the presence of:


Signature of Witness

MUNEER AFRIDI
Name of Witness (Block Letters)

161 Tom ROBERTS BE, POINT LACK
Address of Witness (Block Letters)


Signature of Mahwish Danish

REGISTERED PROPRIETOR'S CONSENT

Fatima Ali and Saqib Ali Khan, being the registered proprietors of the land known as 4 Barmah Way, Eynesbury, being lot 13038 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 110 (**Land**):

1. consent to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledge that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

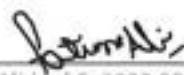
DATED the 05th day of July 2023

Signed by Fatima Ali in the presence of:


Signature of Witness

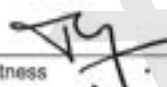
RAVINDER SHYAMALA
Name of Witness (Block Letters)

15 Trieste way point cloud
Address of Witness (Block Letters) 3030


Fatima Ali (Jul 5, 2023 08:11 GMT+4)

Signature of Fatima Ali

Signed by Saqib Ali Khan in the presence of:


Signature of Witness

RAVINDER SHYAMALA
Name of Witness (Block Letters)

15 Trieste way point cloud
Address of Witness (Block Letters) 3030


Signature of Saqib Ali Khan

REGISTERED PROPRIETOR'S CONSENT

Ajith Ratnayake and Ellno Niranjane Ratnayake, being the registered proprietors of the land known as 50 Bundalong Drive, Eynesbury, being lot 13040 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 112 (Land);

1. consent to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledge that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

DATED the 30 day of May 2023

Signed by Ajith Ratnayake in the presence of:

Ryell
Signature of Witness

Ruvini Jayatilake
Name of Witness (Block Letters)

42 Fairview Pde Tarnet 3029
Address of Witness (Block Letters)

A. Ratnayake
Signature of Ajith Ratnayake

Signed by Ellno Niranjane Ratnayake in the presence of:

Ryell
Signature of Witness

Ruvini Jayatilake
Name of Witness (Block Letters)

42 Fairview Pde Tarnet 3029
Address of Witness (Block Letters)

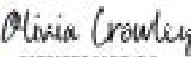
Ellno Ratnayake
Signature of Ellno Niranjane Ratnayake

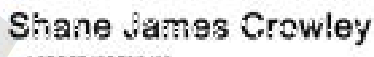
REGISTERED PROPRIETOR'S CONSENT

Olivia Crowley & Shane James Crowley And/Or Nominee of 28 Lancefield Circuit, Eynesbury, 3338, VIC, Australia, being the registered proprietor of the land known as 52 Bundalong Drive, Eynesbury, being lot 13041 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 113 (**Land**):

1. consents to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledges that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

DATED the day of 20/7/2023 | 12:42 PM AEST
2023

DocuSigned by:

527767E890D748C...

DocuSigned by:

A000FD42DF0C482...

Shane James Crowley

21/7/2023 | 10:11 AEST

REGISTERED PROPRIETOR'S CONSENT

Anthony Konyit, Joseph Konyit, Petra Konyit and Veronika Stosic, being the registered proprietors of the land known as 54 Bundalong Drive, Eynesbury, being lot 13042 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 114 (**Land**):

1. consent to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledge that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

DATED the 5th day of JUNE 2023

Signed by **Anthony Konyit** in the presence of:



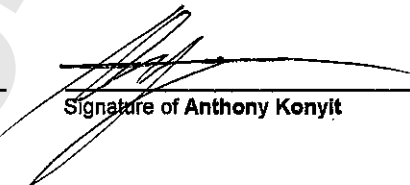
Signature of Witness

VLADO KOVCO

Name of Witness (Block Letters)

42 EQUINOX WAY FRASER

Address of Witness (Block Letters) RISE



Signature of Anthony Konyit

Signed by **Joseph Konyit** in the presence of:



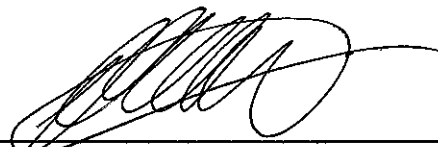
Signature of Witness

VLADO KOVCO

Name of Witness (Block Letters)

42 EQUINOX WAY FRASER

Address of Witness (Block Letters) RISE



Signature of Joseph Konyit

Signed by **Petra Konyit** in the presence of:

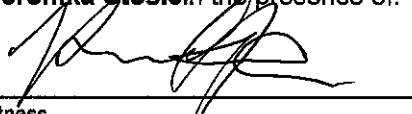

Signature of Witness

VLADKO KOVCO
Name of Witness (Block Letters)

42 EQUINOX WAY FRASER
Address of Witness (Block Letters) RISE

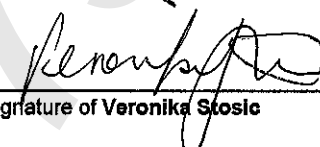

Signature of **Petra Konyit**

Signed by **Veronika Stosic** in the presence of:


Signature of Witness

VLADKO KOVCO
Name of Witness (Block Letters)

42 EQUINOX WAY FRASER
Address of Witness (Block Letters) RISE

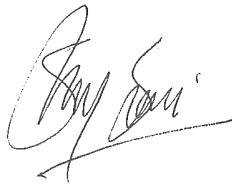

Signature of **Veronika Stosic**

REGISTERED PROPRIETOR'S CONSENT

Eynesbury Township Pty Ltd of Level 3, 2 Drewery Place Melbourne Vic 3000, being the registered proprietor of the land known as 6 Barmah Way Eynesbury VIC 3338, being lot 13039 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 111 (**Land**):

1. consents to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledges that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

DATED the 18 day of July 2023



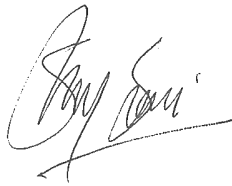
Sunny Soni (POA)

REGISTERED PROPRIETOR'S CONSENT

Eynesbury Township Pty Ltd of Level 3, 2 Drewery Place Melbourne Vic 3000, being the registered proprietor of the land known as 74 Cobram Drive Eynesbury VIC 3338, being lot 13028 on Plan of Subdivision PS543210 and contained in Certificate of Title Volume 12467 Folio 100 (**Land**):

1. consents to the registration on the title to the Land of the Section 173 Agreement dated 15 July 2021 entered into between Melton City Council as council and Eynesbury Township Pty Ltd as owner in respect of land including the Land (**Section 173 Agreement**); and
2. acknowledges that the Section 173 Agreement will run with the Land in accordance with Section 182 of the *Planning and Environment Act 1987* (Vic).

DATED the 18 day of July 2023



Sunny Soni (POA)

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 18 October 2024 12:38 PM

PROPERTY DETAILS

Address: **76 COBRAM DRIVE EYNESBURY 3338**
Lot and Plan Number: **Lot 13029 PS543210**
Standard Parcel Identifier (SPI): **13029\PS543210**
Local Government Area (Council): **MELTON**
Council Property Number: **989848**
Planning Scheme: **Melton**
Directory Reference: **Melway 220 F12**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **MELTON**

OTHER

Registered Aboriginal Party: **Wadawurrung Traditional Owners
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[MIXED USE ZONE \(MUZ\)](#)
[SCHEDULE TO THE MIXED USE ZONE \(MUZ\)](#)



MUZ - Mixed Use **Water course**

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)



DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 6 (DPO6)



Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

INCORPORATED PLAN OVERLAY (IPO)

INCORPORATED PLAN OVERLAY - SCHEDULE 1 (IPO1)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Further Planning Information

Planning scheme data last updated on 16 October 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1080198

APPLICANT'S NAME & ADDRESS

MULCAHY & CO LEGAL PTY LTD C/- INFOTRACK (LEAP) C/-
LANDATA
DOCKLANDS

VENDOR

PERRI, DANIEL ROLAND

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

61485

This certificate is issued for:

LOT 13029 PLAN PS543210 ALSO KNOWN AS 76 COBRAM DRIVE EYNESBURY
MELTON CITY

The land is covered by the:

MELTON PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a MIXED USE ZONE
- is within a BUSHFIRE MANAGEMENT OVERLAY
- and a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1
- and a INCORPORATED PLAN OVERLAY - SCHEDULE 1
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 6
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/melton>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

18 October 2024

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

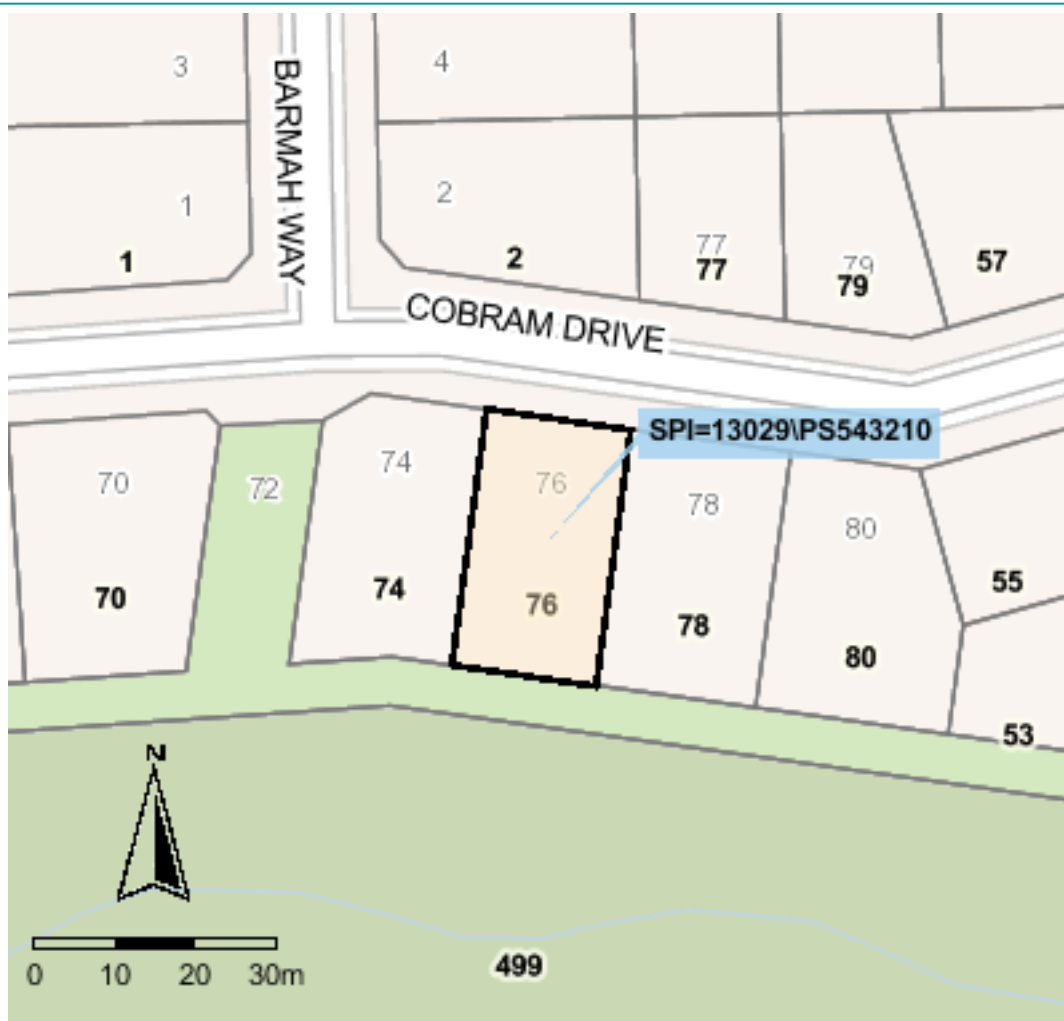
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

LAND INFORMATION CERTIFICATE

Section 121(1) Local Government Act, 2020.

Rates and Charges for period 1 July 2024 to 30 June 2025

Issue date: 23/10/2024

Your Reference: 74618337-031-7

Rate updates (03) 9747 7333

Assessment Number: 989848

Certificate No: 127626

Applicant:

Landata
DX 250639
MELBOURNE 3000

Property Location: 76 Cobram Drive EYNESBURY 3338

Title: LOT: 13029 ST: S131 PS: 543210K V/F: 12467/101 Ward:

AVPCC: 100 Vacant Residential Dwelling Site/Surveyed Lot

Capital Improved Value: \$340,000 Site Value: \$340,000 Net Annual Value: \$17,000

Effective Date: 01/07/2024 Base Date: 01/01/2024

1. RATES CHARGES AND OTHER MONIES:

Vacant Land Date Levied 01/07/2024	\$1,126.05
Municipal Charge Date Levied 01/07/2024	\$164.00
Residential FSPL Fixed Charge Date Levied 01/07/2024	\$132.00
Residential FSPL Variable Charge Date Levied 01/07/2024	\$29.58
Current Rates Levied:	\$1,451.63
Rate Arrears to 30/06/2024:	\$0.00
Interest to 18/10/2024:	\$1.79
Other Monies:	\$0.00
Less Rebates*:	\$0.00
Less Payments:	-\$362.90
Less Other Adjustments:	\$0.00
Rates & Charges Due:	\$1,090.52
Additional Monies Owed:	
Total Due:	\$1,090.52

Council strongly recommends that an update be sought prior to settlement as interest accrues daily at 10% p.a.

Interest will be charged on outstanding amounts after the due dates as set below;
30 September, 30 November, 28 February and 31 May

*If there is a Rebate amount of -\$399.50 it is a Pension Rebate and should be adjusted for the vendor. Any other Rebate amount please contact Council for adjustments.

This assessment may be subject to sections 173 or 174A of the Local Government Act 1989.

2. OTHER INFORMATION:

A NOTICE OF ACQUISITION MUST BE SENT WITHIN ONE MONTH OF SETTLEMENT (PEXA WILL NOT AUTOMATICALLY SEND THIS TO COUNCILS OR WATER AUTHORITIES)



A vibrant, safe and liveable
City accessible to all

Civic Centre
232 High Street
Melton VIC 3337

Postal Address
PO Box 21
Melton VIC 3337

ABN 22 962 073 989

03 9747 7200
csu@melton.vic.gov.au
melton.vic.gov.au
cityofmelton



Assessment Number: 989848 Certificate Number: 127626

3. SPECIFIED FLOOD LEVEL:

The Council does not have a **Specified** flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 1994 should be directed to the Melton City Council's Building Section on 9747 7275.

4. SPECIAL NOTES:

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

5. IMPORTANT INFORMATION:

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989. Local Government Act 2020 or under a Local Law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

6. NOTICE OF ACQUISITIONS:

Electronic copies of Notice of Acquisitions can be emailed to revenue@melton.vic.gov.au

In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

7. SETTLEMENT PAYMENT VIA BPAY:



Biller code 747998

Reference Number 989848

Min payment \$25

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Melton City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$29.70 being the fee for this certificate.

Authorised Officer

Information Statement Certificate

Reference number

74618337-041-6

Date of issue

28th October 2024

Total amount

\$956.79

Total amount to end of June 2025 and includes
any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2025, as well as any relevant orders, notices and encumbrances applicable to the property, described hereafter.

Service address 76 COBRAM DRIVE, EYNESBURY, VIC, 3338

Property number 8384300000

Title(s) 13029/PS543210

Comments

Payment options

Greater Western Water ABN 70 066 902 467



BPAY

Biller code: **8789**

Ref:

69664800004

Go to bpay.com.au

Annual charges

	Annual charge	Frequency	Date billed-to	Outstanding Amount (Unbilled)
Waterways and drainage	\$67.03	Quarterly	30/9/2024	\$50.13
Water network charge	\$220.25	Quarterly	30/9/2024	\$164.74
Sewerage network charge	\$542.24	Quarterly	30/9/2024	\$405.57
Recycled water network charge	\$127.27	Quarterly	30/09/2024	\$95.20
Total annual charges	\$956.79			
		Unbilled network charges		\$715.64
		Volumetric charges owing		N/A
		Arrears		\$241.15
		Total FY25 charges owing (Including unbilled)		\$956.79

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

General information

If a final meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date to the final meter read date will be forwarded to the vendor of the property.

Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

Authorised Officer,

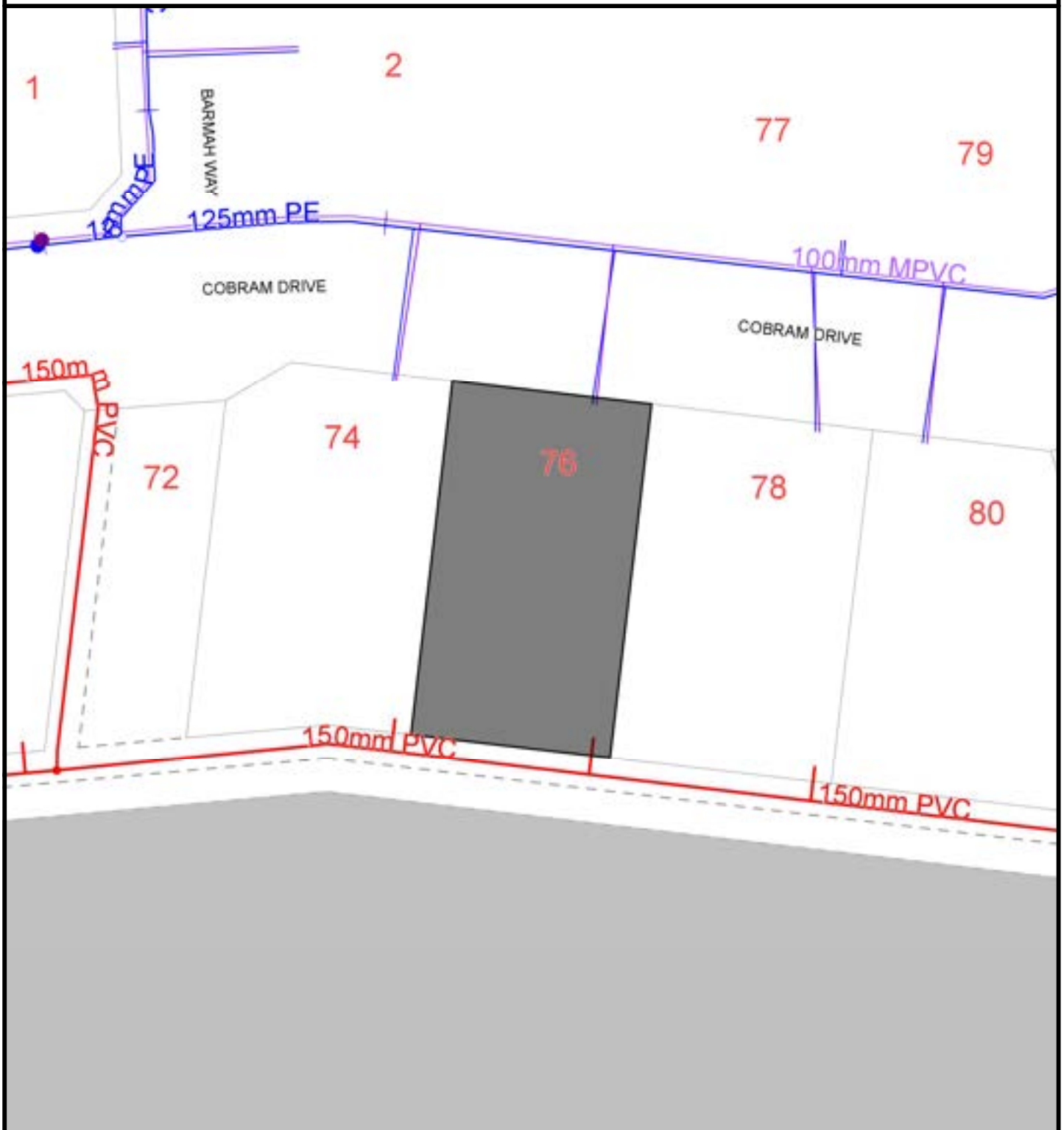
A handwritten signature in black ink, appearing to read 'R. Charrett', with a horizontal line underneath.

Rohan Charrett
General Manager, Customer Service
Greater Western Water Corporation

INFORMATION STATEMENT PLOT

Address : **76 COBRAM DRIVE EYNESBURY VIC 3338**

Reference : **PID000034838**



Scale 1:500
Printed on : 28/10/2024

Water Main DOES NOT traverse property
Sewer Main DOES NOT traverse property



Greater Western Water
36 Macedon St,
Sunbury
Locked Bag 350
Sunshine
VIC 3020
Ph: 134 499
www.gww.com.au

— Water Potable
— Water Recycled
— Sewer Main
— Abandoned Main

● Maintenance Shaft
□ Inspection Shaft
● Node / Valve
■ Hydrant



Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Property Clearance Certificate

Land Tax



INFOTRACK / MULCAHY & CO LEGAL PTY LTD

Your Reference:	241668
Certificate No:	80386543
Issue Date:	18 OCT 2024
Enquiries:	ESYSPROD

Land Address: 76 COBRAM DRIVE EYNESBURY VIC 3338

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49862441	13029	543210	12467	101	\$0.00

Vendor: KATRINA LEABRES OBLENA & DANIEL ROLAND PERRI
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR DANIEL ROLAND PERRI	2024	\$350,000	\$1,500.00	\$0.00	\$0.00

Comments: Land Tax of \$1,500.00 has been assessed for 2024, an amount of \$1,500.00 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$350,000
SITE VALUE:	\$350,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 80386543

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,500.00

Taxable Value = \$350,000

Calculated as \$1,350 plus (\$350,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Bill Code: 5249
Ref: 80386543

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 80386543

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / MULCAHY & CO LEGAL PTY LTD

Your Reference:	241668
Certificate No:	80386543
Issue Date:	18 OCT 2024
Enquires:	ESYSPROD

Land Address: 76 COBRAM DRIVE EYNESBURY VIC 3338					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
49862441	13029	543210	12467	101	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
100	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$350,000
SITE VALUE:	\$350,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80386543

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MULCAHY & CO LEGAL PTY LTD

Your Reference:	241668
Certificate No:	80386543
Issue Date:	18 OCT 2024

Land Address: 76 COBRAM DRIVE EYNESBURY VIC 3338

Lot	Plan	Volume	Folio
13029	543210	12467	101

Vendor: KATRINA LEABRES OBLENA & DANIEL ROLAND PERRI

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 80386543

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

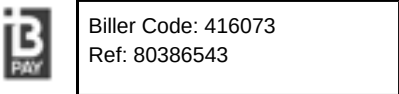
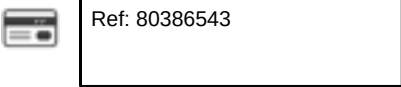
Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY  Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 - Reg 16 & 17 Owners Corporation Regulations 2018 - Subdivision Act 1988

Owners Corporation No.	Owners Corporation No. 2 PS 543210K	
Prepared for:	Lot 13029	76 Cobram Drive Eynesbury VIC 3338
Postal Address:	Suite 12, Level 2 / 100 Overton Road, Williams Landing VIC 3027	
Vendor	Daniel Perri & Katrina Oblena	
Purchaser:	Not Known	
Applicant:	Infotrack on behalf of Mulcahy & Co Legal Pty Ltd	
Applicant Reference:	241668	
IMPORTANT: The information in this certificate has been issued on 21 October 2024 The information contained within this certificate is only valid as of its date of issue. An updated certificate should be obtained prior to settlement to ensure the information contained within this certificate remains current and valid.		
This Certificate has been issued for Lot 13029 on Owners Corporation No. 2 PS543210K		

- The present annual fee for the above Lot for the current financial year 2024/2025 is \$234.93 payable on a quarterly basis. The annual contribution fee is set in accordance with the annual budget of the Owners Corporation that is resolved at the Annual General Meeting and may be subject to change depending on the budget set each year.

Due Date	Fee Period	Amount
01/07/2024 <i>Pre-issued fee amount</i>	01/07/2024 to 30/09/2024	\$58.73
01/10/2024 <i>Pre-issued fee amount</i>	01/10/2024 to 31/12/2024	\$58.73
01/01/2025	01/01/2025 to 31/03/2025	\$58.74
01/04/2025	01/04/2025 to 30/06/2025	\$58.74
	Total	\$234.93

- The fees are paid up until **31/12/2024**. Please note that should settlement occur on or after any due date, a further contribution fee will be due and payable plus an adjustment levy to align with the budget if an Annual General Meeting has taken place and an increase to the annual fees has been resolved by the Owners Corporation.
- The present total of unpaid fees (including levies, miscellaneous charges and interests) is: **\$0.00**

Please refer to the attached Current Owner Account Statement for a detailed breakdown.

4. The present total of unpaid Special Levies is **\$0.00** (plus penalty interest of \$0.00).

Due Date	Amount	Details
Nil	Nil	Nil

5. The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are: -
None known as of the date of this certificate.

6. The Owners Corporation has the following insurance cover:

Please refer to Attachment 2: Owners Corporation Insurance Certificate of Currency

Insurances maintained by the Owners Corporation strictly extend to the registered common property of the Owners Corporation.

7. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.

In accordance with the note under item 6, privately owned lots within this OC must seek their own insurance for their respective lot's building and its contents.

8. The total funds held by the Owners Corporation as at **21 October 2024** are:

Fund	Amount
Administrative Fund	\$145,003.64
Maintenance Fund	Nil
Investments	\$3,181,779.26

9. The Owners Corporation **does not** have liabilities not covered by annual fees, special levies and repairs and maintenance as set out above. In the event of a budget shortfall and/or if there are insufficient funds held by the Owners Corporation to meet its operational expenses and/or any insurance policy premium, if required a Special Levy will be raised based on the Lot Entitlement & Liability as registered on the Plan of Subdivision.

10. As of **21 October 2024** there is a total amount of **\$61,095.37** of fees and levies owing to the Owners Corporation in arrears.

It was resolved that the Owners Corporation instruct Quantum United Management to engage a debt recovery firm to commence Owners Corporation Fee recovery if there are unpaid fees that are equal to or above the annual Owners Corporation Fees.

11. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follow:

The manager is not aware of any legal proceedings as of the date of this certificate, other than debt/cost recovery as noted in item 10 above.

12. The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows:

There are no granted contacts, leases, licences or agreements affecting the common property as of the date of this certificate.

13. The Owners Corporation has made agreements to provide services to members and occupiers for a fee as follows: -
Owners Corporation 543210K No. 2 is a member of the Eynesbury Community Association Inc. and is therefore bound by obligations stipulated within Constitution specifically, those in respect of the protection and maintenance of the 'Environmental Areas' as furthermore defined by the Constitution.
14. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?
There are no notices or orders as of the date of this certificate.
15. The Owners Corporation have resolved to appoint Quantum United Management as the Owners Corporation manager.
16. No proposal has been made for the appointment of an administrator.
17. Any other information:
Registered proprietors of a Certificate of Title affected by this Owners Corporation are bound to Section 173 Agreements in existence under the Planning and Environment Act 1987 for the maintaining of significant environmental land within Eynesbury.

IMPORTANT:

As an owner within Eynesbury, there are various governing documents attached to your title requiring each owner to ensure the construction of their home complies with the Eynesbury Design Guidelines. Both Quantum and the owners corporation are not responsible for enforcing the Design Guidelines.

For further information refer to your contract of sale and/or sales agent.

18. The following attachments are linked to this certificate:
- Attachment 1: Minutes of the last Annual General Meeting
 - Attachment 2: Owners Corporation Insurance Certificate of Currency
 - Attachment 3: Owners Corporation Model Rules
 - Attachment 4: Owners Corporation Registered Rules
 - Attachment 5: Owners Corporation Building & Design Guidelines
 - Attachment 6: Change of Owner Details Form

All information provided within this certificate is correct to the best of our knowledge as of the date it has been issued and is strictly valid on its day of issue.

An update on this certificate will be provided (items 1 – 5) for a fee of \$50.00 incl. GST within 60 days of the issue date. Once expired, an application must be made for a new certificate.

Content contained therein in this certificate may be subject to change without notice and furthermore, no other information

given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory. Quantum United Management Pty Ltd accepts no liability. Any additional information on prescribed matters can be obtained by inspection of the Owners Corporation register. An applicable fee to provide this service may apply.

Signed on behalf of Owners Corporation No. 2 PS 543210K by:



Natalie Bianchini

Dated: **21 October 2024**

In the capacity as Owners Corporation Manager pursuant to the instrument of delegation made by the Owners Corporation.

Quantum United Management Pty Ltd

ABN 69 202 124 813

Suite 12, Level 2, 100 Overton Road

WILLIAMS LANDING VIC 3027

Phone: 03 8360 8800

Email: eynesbury@quantumunited.com.au

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

SCHEDULE 3

Owners Corporations Regulations 2018 Regulation 17

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE
RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**

**NOTICE OF INTERIM RESOLUTIONS OF THE ANNUAL GENERAL MEETING
OF OWNERS CORPORATION No. 2 PLAN OF SUBDIVISION PS 543210K
Held on Thursday, 29th August 2024**

This notice serves as notice as required under section 78 (2 & 3) of the Owners Corporation Act 2006.

Interim resolutions become resolutions of the Owners Corporation:

- a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
- b) if notice of a special general meeting is given within that 29-day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
- c) if notice of a special general meeting is given within that 29-day period and the meeting is not held within 28 days after the notice is given, at the end of that 28-day period.

Note:

The effect of section 78 (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

**MINUTES OF THE ANNUAL GENERAL MEETING
OF OWNERS CORPORATION No. 2 PLAN OF SUBDIVISION PS 543210K**

Date: Thursday 29th August 2024

Time: 6:30 pm

Place: Eynesbury Marquee – 487 Eynesbury Road, Eynesbury

The meeting Opened at 6.30 pm.

1. Attendances & Apologies

Lot Owner/s present and eligible to vote:

Lot 1007	- Alphonsus Crawford	Lot 1089	- Felicity Harper
Lot 2190	- Brenden & Veronica Milburn	Lot 2043	- Carl & Patricia Rainer
Lot 4037	- Linda Hyett	Lot 2075	- Jennifer Pearl Velja
Lot 5146	- Steven Mau	Lot 2176	- Joe & Lisa Nolan
Lot 6103	- Monica Diana Vallance	Lot 4054	- Joshua M McDermott
Lot 9057	- Christine Galea	Lot 7118	- Colin & Carmen Ewens
Lot 10006	- Pieter & Margaret Scholten	Lot 7119	- Leslie & Nicolette Milroy
Lot 10018	- Eric & Amanda Forder	Lot 10102	- Adrian Erb
Lot 11035	- Garrick Oates	Lot 11075	- Kimberley Rogers
Lot 11118	- Daniel Segulin	Lot 11180	- Dustin Pearce
Lot 11162	- Sarah & Jamie Ilton		

Apologies

Apologies were received from:

Lot 3103 - Kris Nielsen

Lot 4022 - Matthew Osborne & Lee Bouchaud

Lot 10003 - Noel Kitchen

Also, present:

Michael Darby, Director of Quantum United Management

Tharanga Edirisuriya, Operations Manager of Quantum United Management

Chantel Reid, Client Manager of Quantum United Management

2. Proxies

Lot No.	Lot Owner	Proxy in Favour of
Lot 2002	Lucy MacIntire	Margaret Scholten
Lot 2126	Kathleen Davis	Jason Davis
Lot 3103	Kris Nielsen	Garrick Oates
Lot 3135	Jason Rogers	Kim Rogers
Lot 4022	Matthew Osborne & Lee Bouchaud	Garrick Oates

3. Quorum & Entitlement to Vote

The Manager advised members a quorum was not achieved but the members agreed to proceed with the meeting in accordance with Section 78 of the Owners Corporation Act 2006, and that all decisions made will be interim decisions.

4. Chairperson

It was agreed that Garrick Oates, Chairperson of the Owners Corporation, would chair the Annual General Meeting.

5. Acceptance of Minutes

RESOLUTION: It was resolved that the Minutes of the previous Annual General Meeting of Owners Corporation No.2 PS543210K held on 31st August 2023 be adopted as a true and correct record.

Motion Carried by a Majority Vote

6. Reports

6.1. Managers' Report / Section 126 of the Owners Corporation Act 2006

A detailed report was enclosed in the agenda and was taken as read.

6.2. Committee Report / Section 115 of the Owners Corporation Act 2006

A detailed report was enclosed in the agenda and taken as read.

6.3. Dispute Resolution Report / Part 10 of the Owners Corporation Act 2006

There were no disputes lodged under this section to report.

7. Finance

7.1. Annual Financial Statements for the period ending 30th June 2024

RESOLUTION: It was resolved that the Owners Corporation adopt the Annual Financial Statements for the period 01st July 2023 to 30th June 2024.

Motion Carried by a Majority Vote

7.2. Owners Corporation Budget for the period 1st July 2024 to 30th June 2025

RESOLUTION: It was resolved that the Owners Corporation adopt the Budget as tabled for the financial year 01st July 2024 to 30th June 2025.

Motion Carried by a Majority Vote

7.3. Owners Corporation Fees

It was noted in the agenda that the fees for the period from 01 July 2024 to 31 December 2024 have been pre-issued based on the last year's adopted budget. Following the approval of this year's budget the last two quarters' fees will be adjusted to reflect the new fees.

RESOLUTION: It was resolved that the Owners Corporation Fees be set as per the approved budget, that these fees be set based on lot liability for both the Administration and that these fees be payable quarterly in advance on 1 July, 1 October, 1 January & 1 April each year.

Motion Carried by a Majority Vote

7.3.1. Administrative Funds

It was noted in the agenda that the proposed annual Administrative Fund Owners Corporation Fees for a typical lot of 10 Units of Liability is \$ 234.93 incl GST for the period of 12 months commencing 1st July 2024 to 30th June 2025.

RESOLUTION: It was resolved that the Owners Corporation that the annual Administrative Fund Owners Corporation Fees for the period of 12 months commencing 1st July 2024 to 30th June 2025 be struck in the amount of \$ 389,364.44 plus GST as per the approved budget.

Motion Carried by a Majority Vote

7.4. Owners Corporation Fees due 1 July 2025 and 1 October 2025

Members were advised that due to the timing of the Annual General Meeting, the first two levy contribution quarters of the following financial year, being 1 July 2025 to 30 June 2026, fall due before the budget can be adopted.

The levy contributions for these two quarters, being 1 July 2025 to 30 September 2025 with a due date of 1 July 2025 and 1 October 2025 to 31 December 2025 with a due date of 1 October 2025, are proposed as pre-issued quarterly levy contributions.

"Proposed 2025/2026 Pre-Issue Quarterly Levy Contribution (incl. GST) per quarter *based on 10 units"	
OC Fees for 01/07/2025 - 30/09/2025	\$58.73
OC Fees for 01/10/2025 - 31/12/2025	\$58.73

*****Pre-issue of levies are raised as per the last quarter's OC fees for 24/25 financial year**

RESOLUTION: It was resolved that the Owners Corporation Fees for the first two levy contribution quarter periods of the financial year 1 July 2025 to 30 June 2026 be pre-issued and that these fees be set based on lot liability for the Administration Fund, payable quarterly in advance on 1 July 2025 and 1 October 2025 respectively.

Motion Carried by a Majority Vote

7.5. Penalty Interest on arrears

RESOLUTION: It was resolved that pursuant to section 29 of the Owners Corporation Act 2006 the Owners Corporation may charge interest at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 on any money owed by a member to the Owners Corporation after the due date.

The current interest rate is 10.0%

Motion Carried by a Majority Vote

7.6. Waiving of Penalty Interest on Arrears

RESOLUTION: It was resolved that the Owners Corporation delegates to the Manager the powers of the Owners Corporation to waive interest on arrears when finalising payment of arrears.

Motion Carried by a Majority Vote

7.7. Debt Recovery

RESOLUTION: It was resolved that the Owners Corporation instruct Quantum United Management to engage a debt recovery firm to commence Owners Corporation Fee recovery if there are unpaid fees that are equal to or above the annual Owners Corporation Fees.

Motion Carried by a Majority Vote

7.8. Cost Recovery

RESOLUTION: It was resolved that the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, or Committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporation Act 2006 or the Owners Corporation Regulations 2018 or the Rules of the Owners Corporation.

Motion Carried by a Majority Vote

8. Insurance

Review of current Owners Corporation Insurance Cover

RESOLUTION: It was resolved that the Insurance policy details for the Owners Corporation required by Part 3 Division 6 of the Owners Corporation Act 2006, the details of which are outlined below, be accepted, and that the Owners Corporation approve the renewal of the policies on the renewal date noted below.

Public Liability Cover

Name of Company:	Strata Unit Underwriters (SUU)
No. of Policy:	06S2098627
Insured:	Owners Corporation 543210K (OC2)

Buildings Covered:

Building Sum insured	\$ 51,000.00
Liability	\$20,000,000.00
Fidelity Guarantee	\$100,000.00
Office Bearers Liability	\$5,000,000.00
Voluntary Workers	\$2000 / \$200,000.00
Government Audit	\$25,000.00
Legal Expenses	\$50,000.00
Workplace, Health & Safety Breaches	\$100,000.00

Renewal Date: 30th November 2024

Note: Owners Corporation Insurance policy does not provide coverage for individual lots/properties within the Owners Corporation, as resolved at the IGM. Owners Corporation Members are required to take appropriate insurance cover for the lots/properties.

STANDING DIRECTION (INSURANCE RENEWAL)

Members were advised that in order for Quantum United Management Pty Ltd to automatically renew the insurance policies applicable to the property a "Standing Direction" is to be provided to Quantum United Management Pty Ltd. The insurance policy will be renewed at the "suggested" rate of cover indicated as

per the insurer's recommendation on the renewal notice or as per the value recommended of a Valuation Report.

The information provided to the members is deemed to be given as General Advice only.

Motion Carried by a Majority Vote

9. Owners Corporation No. 2 Plan of Subdivision 543210K Committee

Election of Owners Corporation Committee Members

It was noted in the agenda that the individual election of members to the committee of an owners corporation is a more accurate interpretation of the Owners Corporation Act 2006. The effect of this election procedure is that each owner or proxy holder that nominates is to be voted individually by the members present at the meeting. The candidate for the committee is elected if they receive a majority vote of the owners present.

Committee Member 1

RESOLUTION: It was resolved that Garrick Oates is elected onto the committee of Owners Corporation No.2 PS 543210K as passed by the preferential voting method

Motion Carried by a Majority Vote

Committee Member 2

RESOLUTION: It was resolved that Steven Mau is elected onto the committee of Owners Corporation No.2 PS 543210K as passed by the preferential voting method

Motion Carried by a Majority Vote

Committee Member 3

RESOLUTION: It was resolved that Pieter Scholten is elected onto the committee of Owners Corporation No.2 PS 543210K as passed by the preferential voting method

Motion Carried by a Majority Vote

Committee Member 4

RESOLUTION: It was resolved that Dustin Pearce is elected onto the committee of Owners Corporation No.2 PS 543210K as passed by the preferential voting method

Motion Carried by a Majority Vote

Committee Member 5

RESOLUTION: It was resolved that Monica Diana Vallance is elected onto the committee of Owners Corporation No.2 PS 543210K as passed by the preferential voting method

Motion Carried by a Majority Vote

Committee Member 6

RESOLUTION: It was resolved that Joshua McDermott is elected onto the committee of Owners Corporation No.2 PS 543210K as passed by the preferential voting method

Motion Carried by a Majority Vote

10. Other Business

The following general business matters were discussed at the meeting:

10.1 Holding future AGMs via a hybrid method (in-person and online)

The members were informed that the Owners Corporation had received a request from a lot owner to facilitate future AGMs using a hybrid method. However, members expressed concerns regarding the potential privacy risks of having their images and/or voices broadcast online. The members present overwhelmingly agreed on these privacy concerns and requested that future AGMs be conducted solely in person.

10.2 Owners Corporation Management Contract

Members enquired if the Owners Corporation was in a contract with Quantum United Management, and the chairperson informed that the Owners Corporation recently renewed the Contract of Appointment with Quantum United Management for a period of three years. It was further noted that the Owners Corporation received favourable terms, which reflected a reduction in the management fees.

10.3 Harm to Environmental Areas

It was raised that the environmental areas close to the sections that are newly being developed are being damaged by the builders. It was further noted that building materials were being discarded in the waterways. The members were extremely concerned about the disregard shown by the builders and noted that the Developer should be addressing with the partner builders about the harm that is being caused. The members were informed that if they witness any damage to environmental areas, these matters be reported to the council and the Environment Protection Authority (EPA).

10.4 PTV Bus Service to Eynesbury

A member informed that some members in the Township had received letters from PTV about a bus stop being installed at the front of their property but were not aware of the exact dates when the services would commence.

10.5 AGM Commencement Time

A member informed that attendance at previous AGMs was higher and queried if holding the AGM at 6.30 pm hindered members from attending due to many members working outside the Township. The members agreed that a survey would be done to select the most suitable commencement time for future AGMs.

11. Close of Meeting

With no further questions, the meeting was declared closed at 7.43 PM.

Current Owner Account

Daniel Perri & Katrina Oblena

Lot 13029 Unit 76

OC No. 2 543210K

Eynesbury Township - OC2, Eynesbury VIC 3338

Purchased: 02/05/2023 UE / AE: 10.00 / 18,231.00

Date	Details	Administrative Fund due/paid	Maintenance Fund due/paid	Unallocated	Interest paid	Total	Balance (-)prepaid
	Balance brought forward	0.00	0.00	0.00		0.00	0.00
1/07/2023	Pre Issue OC Fees 01/07/2023 - 30/09/2023	98.82	0.00	0.00	0.00	98.82	98.82
21/07/2023	Levy payment for 13029/543210K 2	-98.82	0.00	0.00	0.00	-98.82	0.00
1/10/2023	Pre Issue OC Fees 01/10/2023 - 31/12/2023	98.82	0.00	0.00	0.00	98.82	98.82
5/10/2023	Levy payment for 13029/543210K 2	-98.82	0.00	0.00	0.00	-98.82	0.00
28/11/2023	Levy payment for 13029/543210K 2	-18.65	0.00	0.00	0.00	-18.65	-18.65
1/01/2024	OC Fees 01.01.24 to 31.03.24	18.65	0.00	0.00	0.00	18.65	0.00
1/04/2024	OC Fees 01.04.24 to 30.06.24	18.65	0.00	0.00	0.00	18.65	18.65
12/04/2024	Levy payment for 13029/543210K 2	-18.65	0.00	0.00	0.00	-18.65	0.00
5/06/2024	Levy payment for 13029/543210K 2	-58.73	0.00	0.00	0.00	-58.73	-58.73
1/07/2024	Pre Issue OC Fees 01.07.24 to 30.09.24	58.73	0.00	0.00	0.00	58.73	0.00
1/10/2024	Pre Issue OC Fees 01.10.24 to 31.12.24	58.73	0.00	0.00	0.00	58.73	58.73
2/10/2024	Levy payment for 13029/543210K 2	-58.73	0.00	0.00	0.00	-58.73	0.00
21/10/2024	Current balances excluding interest						
	Administrative Fund		0.00				
	Maintenance Fund		0.00				
	Unallocated Money Fund		0.00				
			0.00				
	Interest due as at 21/10/2024		0.00				
	Current balance including interest		\$0.00				

CHANGE OF OWNERS DETAILS/ ADDRESS FORM

Section 134 Owners Corporation Act 2006

LOT DETAILS			
Lot Number:			
Lot Street Address:			
Company (if applicable):			
OWNER DETAILS			
Owner Name 1:			
Mailing Address:			
E-mail Address 1:			
Mobile:			
Business:		After Hours:	
Owner Name 2:			
Mailing Address: (if different from owner 1)			
E-mail Address 2:			
Mobile:			
Business:		After Hours:	
AGENT DETAILS (if applicable)			
Agency Name:			
Agency Address:			
Contact person:		Agent Phone:	
Agent Email:			
ADDRESS FOR FEE NOTICES, OTHER DOCUMENTS ETC.			
Fee Notices to - Please indicate: Owner or Agent	☐ Owner	☐ Agent	
Other Documents - Please indicate: Owner or Agent	☐ Owner	☐ Agent	

Dated: _____

Signature of owner/s 1: _____

Signature of owner/s 2: _____

Please return the completed form to Quantum United Management
Suite 12, Level 2, 100 Overton Road, Williams Landing, Vic, 3027
or via email to: info@quantumunited.com.au

Note: It is the responsibility of a lot owner who sells and a person who acquires a lot to advise our office of any changes in ownership within one month of settlement. Owners who have not occupied their property for more than three months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.

CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246719
Level 14/141 Walker Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date: 14/11/2023

Reference No: DOC0000455831

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date. This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured: Owners Corporation 543210K (OC 2)
Type of Insurance: Residential Strata

Policy Number: 06S2098627
Period of Insurance: From 4:00PM 30/11/2023
To 4:00PM 30/11/2024

OVERVIEW

Insured:	Owners Corporation 543210K (OC 2)	
Situation:	483 EYNESBURY ROAD, EYNESBURY VIC 3338	
Section 1:	Building including common contents	\$51,000
	Loss of Rent/Temporary Accommodation (15%)	\$7,651
	Catastrophe or Emergency (15%)	\$7,651
	Additional Loss of Rent/Temporary Accommodation	Not included
	Additional Catastrophe or Emergency	Not included
	Floating Floors	Not included
	Flood	Not included
Section 2:	Glass	Automatically Included
Section 3:	Theft	Automatically Included
Section 4:	Liability	\$ 20,000,000
Section 5:	Fidelity Guarantee	\$100,000
Section 6:	Office Bearers Liability	\$ 5,000,000
Section 7:	Voluntary Workers (Weekly/Capital Benefit)	\$2,000/\$200,000
Section 8:	Government Audit Costs	\$25,000
Section 9:	Legal Expenses	\$50,000
Section 10:	Workplace, Health and Safety Breaches	\$100,000
Section 11:	Machinery Breakdown	Not Insured
Section 12:	Lot Owners Improvements (Per Lot)	Not Insured
Section 13:	Workers Compensation	Not included

On behalf of the Insurers: Insurance Australia Limited
Trading as CGU Insurance | ABN: 11 000 016 722

CERTIFICATE OF CURRENCY



Policy Number: 06S2098627

Insured: Owners Corporation 543210K (OC 2)

EXCESSES

Section 1 - Building including Common Contents

\$1,000.00 all claims + as per policy wording

Section 2 - Glass

\$1,000.00 all claims

Section 3 - Theft

\$1,000.00 all claims

SPECIAL TERMS/CONDITIONS

Common Property Only -

All cover under sections 1-3 of this policy relate to the common property only. Cover under Section 4 is provided for common area/s only. Section 12 of this policy is deleted.

CERTIFICATE OF CURRENCY



IMPORTANT NOTICES

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs. After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

Strata Unit Underwriting Agency Pty Limited T/A Strata Unit Underwriters (SUU) hereby gives notice that this contract is issued under an authority by the Insurer/s named on Your Quotation or Policy Schedule. SUU is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. SUU also subscribes to the Australian Financial Complaints Authority, a free customer service. Further information is available within the Product Disclosure Statement (PDS) or via our website.

Please review the sums insured as noted on your Quotation or Policy Schedule to ensure they are up-to-date and take into account your objectives, financial situation, needs and requirements of any relevant legislation.

When answering our questions you must be honest, as the answers will form the basis of our decision to insure you. Your answers apply to you and to anyone else that may be insured under the policy. If you have not answered our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

GENERAL ADVICE WARNING

The general advice provided has not taken into account your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.

EYNESBURY TOWNSHIP

DESIGN GUIDELINES



UPDATED December 2017

~ TABLE OF CONTENTS ~

Page	Contents
4	Welcome to Eynesbury & The Eynesbury Style
4	The Eynesbury Style
5	Typical Housing Fronting the Golf Course at Eynesbury Sketch Typical Housing at Eynesbury
6	Elements of Eynesbury Townhouses Facing a Park in Stage 1 of Eynesbury
7	Overview Energy Conservation Materials Selection
8	Recommended Sustainable Design Measures Mandatory Requirements
9	Non-Mandatory Requirements
10	Non-Mandatory Requirements Continued
11	Non-Mandatory Requirements Continued Technology Provision Code
12	The History of Eynesbury
13	The Town Plan in Detail The Characteristics of The Australian Country Town The Town Centre The Residential Precincts Transitional Zones
14	The Australian Country Town & Images
15	The Eynesbury Code: 1. Overview 2. Application of Design Controls 3. Building Elements Controlled by This Code 4. The Eynesbury Code and Standard House Designs
16	The Town Plan
17	The Design Approval Process: 1. Assessment Criteria 2. Renovations, Extensions and Modifications 3. Design Approval Versus Building Approval
18	1. Determining the Allotment Type, The Design Controls and Any Additional Design Control Overlays 2. Understanding the Allotment Types
19	You've Selected your allotment..... what to do next? 3. Allotment Type Definitions: Type B: Town House Allotments Type C: Dual Frontage Allotments Type D: Rear Loaded Allotments Type E: Fourplex Allotments
20	4. The Overlay Controls Apply Only to Certain Lots
21	5. Understanding the Premium and Classic Overlays
22	Figure 1 Classic Allotment Control Zones
23	Figure 2 Premium Allotment Control Zones
24	6. Understanding the Design Controls for Allotments Standard Allotments (Type A)
25	Townhouse Allotment (Type B)
26	Dual Frontage Allotments (Type C)
27	Rear Loaded Allotments (Type D)
28	Fourplex Allotments (Type E)
29	7. Understanding the Additional Allotment Overlays: Overlay F: Fencing Overlay
30	Fencing Overlay Continued
31	Overlay R: Reserve Overlay Overlay B: Battleaxe Block Overlay Overlay D: Double Storey Overlay
32	Overlay N: North Facing Allotments Overlay

33	Architectural Design Code	Application of Architectural Design Code: Basic Building Shell
34		Walls, Materials, Wall Articulation, Corner Allotments
35		Windows & Trims
36		Doors
37		Roof Forms and Roof Accessories
38		Eaves, Fascia, Gutters, Chimneys
39	Accessory Elements	Verandahs, Size, Roof Forms & Construction of Columns & Beams
40		Balustrade Design
41		Balustrades, Pergolas and Porticos/Balconies
42		Compliant and non-compliant Verandah Post, Double Storey Images
43		Window Awnings, Shutters, Mailboxes and General External Accessories
44	General External Accessories	
44	Buildings for Vehicle Storage	Garage, Carports and Driveways Garage Appearances
45		Accessory Units, Carports & Driveways
46	External Structures	Outdoor Structures, Garden Sheds, Outbuildings
47	Landscaping Design Code	2 Streetscapes 3 Designing Your Garden
48 - 58	Appendices	
	Appendix 1	Examples of the Application of the Eynesbury Code
59	Appendix 2	Landscape Design Guidelines and Controls, Recommended Plants List
		A2.1 Eynesbury Landscaping Principles & Vision
		A2.2 Streetscapes at Eynesbury
60		A2.3 Vegetation Control Guidelines
		A2.4 Climate & Soils
		A2.5 The Benefits of Growing Indigenous Plants
61		A2.6 Planning your Garden A2.6.1 Existing Conditions A2.6.2 Design Style
62		Example Existing Conditions Plan
63		A2.7 Exotic Plant Species & Eynesbury
64		A2.8 Plan Sourcing A2.9 Planting A2.10 Mulching A2.11 How to Best Plant & Maintain Indigenous Flora A2.12 Optional Irrigation System
65	Appendix 3	Examples of Garden Designs A3.1 Example of Garden Designs A3.1.1 East – West Orientated Lot – Formal Design Style
66		A3.1.2 North Facing Terrace Lot – Courtyard Style
67		A3.1.3 North – South Orientated Corner Lot – Informal Cottage Design
68		A3.1.4 Dual Frontage Golf / Open Space Lot – Bush Garden Style
69		A3.2 Feature Plant Species
70	Feature Plan Species Continued	
71	Appendix 4	Recommended Plants List
72	Recommended Plants List Continued	
73	Recommended Plants List Continued	
74	Recommended Plants List Continued	
75	Appendix 5	Prohibited Plants List
76	Prohibited Plans List Continued	

WELCOME TO EYNESBURY

Welcome to Eynesbury, Victoria's first self-contained, fully serviced township in over 50 years.

Unlike other residential developments, a protected rural and natural environment of unique quality surrounds Eynesbury. It's this separation from suburbia that makes Eynesbury unique, and gives it true claim to be a town rather than a suburb. Only 40 kilometres from Melbourne's CBD, and minutes from major commercial centres of Werribee and Melton, it is a perfect setting for a relaxed sense of community.

Eynesbury has important history, dating back over 150 years, starting with the use of the property as one of Victoria's earliest pastoral stations. The heritage listed homestead and its associated staff quarters, stables, formal gardens and lake all contribute to this special Australian Country Town. Recreational facilities, including parks, public facilities and services are all centred on a superb golf course.

The character of the Australian Country Town inspires the township of Eynesbury. Attractive streetscapes are characterized by canopy trees and wide nature strips, exquisite architecture, with verandahs opening towards the street, low fences giving privacy without excluding neighbours, and an environment receptive to community activities and outdoor recreation. In easy proximity are community halls, football ovals, parks and playgrounds, and typically, a friendly local shopping strip.

THE EYNESBURY STYLE

The Eynesbury Style is built around the concept known internationally as New Urbanism. New Urbanism is a new idea with very old roots. It's a return to the way towns were made 70 or more years ago; before the advent of dormitory suburbs, huge shopping centres and concentrated business districts. Instead, the traditional town is small enough to enable residents to walk to shops and places of recreation. They contain elements like the traditional corner shop; a place where you could safely ask your children or grandchildren to walk to; and pick up a paper, a carton of milk or a loaf of bread; with a sense of community and neighbourliness. Traditional towns are compact and convenient, giving a better quality of life and a better quality of environment. Eynesbury seeks to achieve these objectives, and create better street environments.

Eynesbury is unique to other new residential subdivisions. Typically, new subdivisions prohibit front fencing, whereas within Eynesbury low traditional fencing is required; allowing residents to better claim and use their front yards, creating more visually pleasing streetscapes. Elevated verandahs create another layer of usable indoor/outdoor space between the street and the privacy of the interior. Eynesbury has lanes at the rear of many allotments. These lanes allow houses to have full width, uninterrupted gardens to the street.

The architecture of the Australian Country Town inspires the Architectural Style, with steep pitched roofs, simple building forms, quality windows and façade details, lush landscaping, simple fencing, shady eaves overhangs and generous verandahs.



TYPICAL EYNESBURY FACADE TREATMENT



TYPICAL HOUSING FRONTING THE GOLF COURSE AT EYNESBURY

Housing features traditional design elements, set in an integrated landscape featuring public walkways.



TYPICAL HOUSING AT EYNESBURY

Streetscape design features uniform fencing, elevated verandahs and porches, traditional façade detail including quality windows, and attention to details such as eaves overhangs and detailing. Steep roof forms are encouraged. Street trees are planted in drifts, replicating natural tree groupings.



ELEMENTS OF EYNESBURY

Golf course allotments (categorized as Dual Frontage allotments) are required to have housing designed so that both the street frontage and golf course facades are of high quality. Deep porches, balconies, verandahs and loggias are encouraged.



TOWNHOUSES FACING A PARK IN STAGE 1 OF EYNESBURY

The Eynesbury layout allows for a variety of housing types, including terrace and townhouse style housing. Cars are parked in garages off a rear lane, leaving the entrance front open to the park without the need for vehicular crossings

SUSTAINABILITY AND PASSIVE SOLAR DESIGN

OVERVIEW

As noted in the Project Overview above, Eynesbury is designed to allow the achievement of state of the art sustainability practices. The allotment orientation allows the design of housing with optimum orientation, and the architectural controls require the provision of both eaves and verandahs to control solar gain.

ENERGY CONSERVATION

All houses at Eynesbury must achieve the legislated minimum 6 star energy rating as defined under the FirstRate energy rating system. This is the penultimate rating available under this system. Presently, Victorian legislation requires that all houses achieve a 6 star energy rating plus provide for water saving measures, and be provided with either a solar hot water service or rainwater tank. Eynesbury meets the water saving measures through the provision of reticulated recycled water, therefore provision of solar hot water is not required but is encouraged.

The 6 star energy rating is determined by a combination of features including

- Orientation
- Shading of openings
- Quality of window and door systems, with consideration of sealing, thermal resistance and type of glazing
- Use of self-closing and sealing mechanical exhaust systems
- Use of details such as vented eaves to expel excess heat in roof spaces
- Wall, floor and roof construction with consideration of insulation levels and thermal mass

Rating is undertaken using the FirstRate computer analysis program, and must be undertaken by a consultant trained and accredited in use of the rating system.

In order to achieve the target rating, house siting and planning must be considered with solar efficient design principles in mind as follows:

- Where possible, living areas should face north. North facing windows are to be protected with eaves designed to exclude summer sun while allowing entry of winter sun.
- Minimize windows facing west, and provide such windows with a comprehensive shading system, either adjustable awnings, external blinds, fixed overhangs and verandahs, or pergolas with vegetation over.
- Provide deciduous planting to provide summer shade to exposed elevations.
- Residential design may incorporate insulated thermal mass to stabilize internal temperature and allow for re-radiation of heat to the interior during colder periods. This can be achieved using insulated concrete floor slab and insulated masonry internal walls.
- In some cases, high performance windows with thermally resistant frame design and double glazing may be required to achieve the required ratings.

In rating the performance of a dwelling, the analysis report will provide recommendations for improvement in the design where the rating falls below the required standard.

MATERIALS SELECTION

It is recommended that building materials be selected that are sustainable, recyclable and have a low embodied energy (ie. the energy required for manufacture). Materials selection should also have regard to long term durability, toxicity and safety.

RECOMMENDED SUSTAINABLE DESIGN MEASURES

The choice of appliances has a significant impact on the energy consumption and environmental impact of the house. The Eynesbury Development Standards focus on reducing Greenhouse gas emissions and the following items provide guidelines for development. They are divided into mandatory Sustainability Requirements and Configuration Requirements, and suggestions for further energy conservation. These measures are suggestions only. They are not mandatory.

MANDATORY REQUIREMENTS

Item	Comments	Sustainability Recommendation	Configuration Requirements	Sustainability Option
Home Cooling Systems	Housing meeting the 6 star energy rating requirements, and meeting the verandah, eaves and pergola controls, will have reduced requirements for heating and cooling.	Evaporative cooling systems are permitted. Air-conditioning systems (compressor based systems, either split systems or ducted split systems) should be selected based on energy efficiency.	Evaporative cooling units must be located on the rear roof section of the house. A LOW PROFILE evaporative cooling unit shall be installed if the unit must be installed on a roof face that is visible from the street. Ceiling fans should be provided where floor to ceiling heights permit, these can significantly reduce the need for artificial cooling.	

NON-MANDATORY REQUIREMENTS

Item	Comments	Sustainability Recommendation	Configuration Requirements	Sustainability Option								
Kitchen Hotplates Dishwasher		To be fuelled by natural gas. To have minimum 4 star energy rating and AAA water use rating or better										
Hot Water Service		Gas boosted solar hot water heating may be provided, with a minimum 70% efficiency rate	Solar hot water units to be placed, where possible, on north facing roof faces Water storage tank to solar hot water systems are to be located within roof spaces Exposed services to be limited and painted to match roof finishes to reduce visual impact as much as possible.									
Water Supply Systems		Fit flow restrictors to all showers, kitchen sinks and laundry taps. The flow restrictors should be rated to reduce the water flow to between 7.5 and 9 litres per minute.										
Laundry		.		Drying cupboards that use a duct outlet or hydronic radiant panel from a central heating system are encouraged in place of the use of clothes dryers								
Home Heating Systems	Housing meeting the 6 star energy rating requirements, and meeting the verandah, eaves and pergola controls, will have reduced requirements for heating and cooling.	Where heating is installed it should be gas fired. All heating appliances should have a minimum star rating as follows: <table><thead><tr><th><u>Heating System</u></th><th><u>Star rating</u></th></tr></thead><tbody><tr><td>Gas/log space heater</td><td>3.5 star</td></tr><tr><td>Gas convection heater</td><td>4 star</td></tr><tr><td>Central Ducted Heating</td><td>5 star</td></tr></tbody></table> Where ducted heating is installed a minimum duct insulation level of R1.5 is recommended. Where gas/log space heaters are used, ceiling fans and/or heat shifting duct work is recommended.	<u>Heating System</u>	<u>Star rating</u>	Gas/log space heater	3.5 star	Gas convection heater	4 star	Central Ducted Heating	5 star		
<u>Heating System</u>	<u>Star rating</u>											
Gas/log space heater	3.5 star											
Gas convection heater	4 star											
Central Ducted Heating	5 star											

Item	Comments	Sustainability Recommendation	Configuration Requirements	Sustainability Option
Lighting	The choice of lighting can have a significant impact on energy consumption and the environmental impact of the house. The sustainability options, while not mandatory, are considered minimum design standards for the Eynesbury house.			• Use the lowest wattage light needed to adequately light up an area • Choose light fittings that allow most of the light through so that a lower wattage bulb can be used • Use timers, daylight controls and motion sensors to switch outdoor security lights on and off automatically • Use simple automation systems and sensors to automatically turn lights on and off in utility areas such as bathrooms • Use solar powered lighting for garden lights • Fluorescent lamps are ideal for areas where lighting is required for long periods of time • Incandescent lamps are suitable for areas where lighting is used infrequently. • Use halogen lights mainly for highlighting features such as paintings or for special purposes directly over cooking areas.
Recycled Water	A dual water supply system will be implemented throughout the development. There will be two separate water mains, one supplying drinking water, the other supplying recycled water.	Recycled water must be plumbed directly for toilet flushing and garden irrigation.	All work associated with the recycled water system shall be carried out in accordance with the Plumbing Industry Commission Recycled Water Plumbing Guide 2005	
Materials Selection	Materials must be selected from the Eynesbury Materials list. Materials will be	Materials must be selected such that an appropriate balance is achieved between low embodied energy, low toxicity, recyclability, ability		

Item	Comments	Sustainability Recommendation	Configuration Requirements	Sustainability Option
	added to this list from time to time, and application can be made to the DRP to use materials not scheduled in this list.	to support reduction in building energy usage, and low impact on the natural environment in manufacture and use.		

TECHNOLOGY PROVISION CODE

An optic fibre network will be implemented throughout the development. The optic fibre network is anticipated to provide the following services:

- Internet Access
- Telephone services
- Pay TV and Video on Demand Services
- Free to air TV

This system eliminates the need for antennae and satellite dishes to Eynesbury residences.

Any house at Eynesbury must be constructed in accordance with OptiComm requirements outlined in the " OptiComm Fibre Network Building Overview"

THE HISTORY OF EYNESBURY

Eynesbury has a special place in Victorian history. The estate was taken out by Simon Staughton as part of the Exford run in 1841, and in 1863 the property totalled more than 101,000 acres (40,000 hectares). After 1870 the family subdivided the property into four sections, Exford, Nerowrie, Staughton Vale and Eynesbury, each with its own homestead. The Eynesbury parcel totalled 18,000 acres.

Eynesbury homestead was built by Simon Thomas Staughton, the eldest son of Simon Staughton. Staughton rose to become a Member of the Legislative Assembly of the Colony of Victoria, and had a distinguished career both as a pastoralist, politician and soldier, seeing service in the Boer War.

At first, the estate only contained a few relatively humble buildings. The earliest of these, the original overseer's cottage, was built in the 1850s and now forms part of the Discovery Centre precinct, overlooking the lake near the Homestead. The Homestead itself was built in the early 1870s, together with the stables and staff quarters. The two-storey home was extended in the 1880s with symmetrical wings containing a Billiard Room and formal Dining Room, resulting in the configuration seen today. The Billiard Room, with its impressive Alcock and Sons table, survives today virtually intact, including the original wall papers, paintwork and furnishings.

Some of the ancillary structures, such as the timber water tank, meat house and killing shed were added, and these have been retained and restored, adding to the fascinating character of the homestead precinct.

The risk that Eynesbury might be absorbed and obliterated by urban sprawl has led to a commitment to honour the qualities of this environment with a township development that protects its singular qualities, and creates a place set within, and contained by, a rural and bushland boundary. The variety of structures and landscapes is evidence of the rich history of the property, all available for the enjoyment of residents and their guests and creating the unique environment that is Eynesbury.



THE TOWN PLAN IN DETAIL

THE CHARACTERISTICS OF THE AUSTRALIAN COUNTRY TOWN

The town of Eynesbury is modelled on traditional Australian urban environments, using as a starting point the classic Australian country town.

The best Australian country towns have an urban structure that is readily identifiable. This visual structure is informed by an articulation into areas or zones of distinct character:

THE TOWN CENTRE

This area contains:

- The commercial strip, with its wide, shady verandahed promenade footpaths. The building forms are subsumed by linking the buildings together in a terrace form, shielding the frontage with the verandah element over the public footpath, and giving prominence to the shopfronts.
- The public building precincts, frequently blended within the commercial strip. The public buildings adopt a more singular iconic character and are positioned to achieve prominence within the urban environment (either on corners, a prominent axis or fronting an open space). These structures may be placed within a commercial strip, in which case the absence of verandahs and the provision of a formal façade or portico differentiates it from its setting. This includes both municipal structures and churches, churches are slightly differently placed as they often occur as focal points within the residential matrix.

THE RESIDENTIAL PRECINCTS

Refer to:

- The Residential precincts are marked by uniform architectural character and style, uniform fencing heights, clustered drift style street tree planting, and preference for semi-transparent fencing backed by vegetation. These areas often contain small retail and public facilities (eg. churches, public halls, sporting facilities) in prominent locations (street corners and so on) providing for local requirements.

TRANSITIONAL ZONES

- Transitional zones are those areas where the rural or bush precinct surrounding the town contains a lower density of individual houses on larger blocks at the boundaries of the formal township grid.

The Australian country town has characteristics now strongly valued in making a usable and user friendly urban environment.

- It is compact in form, and fosters easy access (potentially by foot or bicycle) to services and between areas.
- There is ready access to an unspoiled natural environment and more formally landscaped areas, encouraging recreation, health and well-being.
- Its streetscapes have a consistent character, and the constituent buildings with their street front verandahs, enclosed but visible front yards, and intimate scale, foster social interaction



IMAGES FROM TYPICAL AUSTRALIAN COUNTRY TOWNS

1. The main commercial strips provide a different scale and relationship to the street than the residential precincts behind the main street.
2. Public buildings are marked by more imposing architectural scale and detail.
3. The residential streetscapes are marked by low fencing, generous street planting and simple but well detailed architecture.
4. Various periods and styles of housing are represented in the townscape, tied together by a common approach to detailing, materials, roof pitches and elevation of the ground floor level.

THE EYNESBURY CODE

1. OVERVIEW

The Eynesbury Style seeks to build on the strength of traditional Australian urban forms while superimposing a contemporary concern for environmental sustainability. The design characteristics valued at Eynesbury include creation of a 'soft' building profile fostered by pitched roofs, and significant eaves overhangs. Attention to detail and proportion, including use of well-proportioned good quality windows and doors. Provision of usable transition spaces between the street and interior, including deep and elevated verandahs. Usable and claimable front yards. Taking full advantage of having garage access from rear lanes, and using fencing to secure and protect front yard space.

2. APPLICATION OF DESIGN CONTROLS

Typically, the street image of a traditional Australian house is defined by the front part of the building, a few front rooms behind a formal façade. Only those parts of the house that are visible from the street or public reserves/open spaces are subject to these design controls.

3. BUILDING ELEMENTS CONTROLLED BY THIS GUIDE

In traditional Australian country towns, a few key elements define the street frontage appearance. It is these elements that are subject to control.

- Façade Composition
- Wall heights and Materials
- Roof Pitch
- Eaves Overhangs
- Eaves Detail
- Window and Door Construction and Proportions
- Verandah and porticos: extent and construction
- Façade shading devices such as canopies and pergolas
- The front and side fences

The township of Eynesbury will use these design features to create a coherent urban environment. While it is obviously preferable for the residence to be designed in a coherent and integrated manner, some allowances for slight modifications may be provided at the discretion of the DRP to allow parts of the house that are not visible from the street, laneways or public open spaces to be designed to suit particular functional requirements.

4. THE EYNESBURY CODE AND STANDARD HOUSE DESIGNS

Australian Country Towns were traditionally composed of standard builder designed housing. These houses exhibit simplicity, use of detail and materials, and understanding of proportion that is lacking in most contemporary designs. However, the basic plan forms are not dissimilar to contemporary home plans, and the code is designed to allow existing designs to be readily adapted to meet the required aesthetic and form criteria.

THE TOWN PLAN

The Eynesbury Masterplan has been designed under the principles of 'New Urbanism'. This is a philosophy that promotes the creation of self-sustaining, integrated town environments as an antidote to placeless urban sprawl. New Urbanism promotes:

WALKABILITY

- Most key areas are within a 10-minute walk of home or work

CONNECTIVITY

- An interconnected street grid network that disperses traffic and eases walking

MIXED USE AND DIVERSITY

- A mix of shops, offices, apartments and homes on the one site. Mixed use throughout neighbourhoods, within blocks and within buildings

MIXED HOUSING

- A range of types and sizes available within a compact area.

QUALITY ARCHITECTURE AND URBAN DESIGN

- Emphasis on beauty, aesthetic quality, human comfort and creating a sense of place. Design that is derived from the local designs, that builds on and advances the best of this tradition.

TRADITIONAL NEIGHBOURHOOD STRUCTURE

- Higher density of development towards the centre of the town, with lower density at the edges. A clear centre and edge to each precinct.
- Use of public spaces such as gardens and squares at the centre of precincts, providing a both a visual focus, and a centre for community activities.

SMART TRANSPORTATION OPTIONS

- Provision of a network of roads, bicycle paths and footways to allow a choice of transport modes and easy and safe communication between precincts.
- Town Centre areas set up to encourage foot traffic and reduce impact of vehicles.
- Extensive footways and bicycle paths between residential precincts and town centre and recreation areas.
- Ready access to public transport.

SUSTAINABILITY

- Eco friendly technologies, including water recycling
- High levels of energy efficiency including a 6-star energy rating for housing
- Less use of fossil fuels
- More walking and cycling possible, less driving required.



THE DESIGN APPROVAL PROCESS

A Design Review Panel (DRP) assesses all applications to build at Eynesbury against the controls set out in this document.

The Design Review Panel will use and interpret the Design Guidelines to:

- Promote the objective of a township with a traditional Australian rural town character
- Deliver certainty about the required design and urban character outcomes
- Monitor and control the development of streetscapes
- To promote 'variety within consistency' in housing product: a consistency of detail, proportion and character, and a variety in façade composition and feature materials

No fee will be charged for the initial assessment. If an additional assessment is required (pergolas, sheds, swimming pools etc.) or a resubmission amendment is still not compliant with the design controls, the DRP reserves the right to charge the purchaser/applicant \$140 plus GST for any additional works required due to any non-compliance. The fee is subject to change at the DRP's discretion.

It will be the responsibility of the purchaser/designer to ensure the design meets the standards. If subsequent assessments are required, the final/conditional approval will not be issued until either the purchaser or the applicant pays the fees. It will be the responsibility of the purchaser to delegate who is responsible for the payment, and not the DRP.

1. ASSESSMENT CRITERIA

Submissions will be assessed for compliance against the Eynesbury Design Guidelines. Exemptions from aspects of the controls may be made from time to time at the discretion of the DRP, but only where the proposal meets the overall spirit of these guidelines.

Approved plans will be stamped 'Approved' and returned for submission to the Building Surveyor. The Building Surveyor must ensure that the contract drawings comply with the stamped documents.

2. RENOVATIONS, EXTENSIONS AND MODIFICATIONS

Any renovations, extensions and modifications to approved designs or existing homes and landscaping excluding plant replacement and garden bed changes must be assessed by the DRP prior to installation.

3. DESIGN APPROVAL VERSUS BUILDING APPROVAL

The Design Guidelines have been endorsed as part of the Section 173 agreement for the township, but this does not exempt the applicant from compliance with the associated building and statutory regulations. It is the builder's responsibility to ensure compliance with these regulations.



TYPICAL EYNESBURY DWELLING STYLE

YOU'VE NOW SELECTED YOUR ALLOTMENT – WHAT TO DO NEXT?

Now that you have read and understood the Eynesbury Style and Approval Process, what do you need to do next?

1. Determine the Design Controls of the Allotment – Classic, Premium
2. Determine the Type Allotment – Standard, Town House, Dual Frontage, Rear Loaded
3. Determine the Additional Overlays that apply to your allotment – Reserve Facing, Fencing, Battleaxe
4. Choose a home from your preferred builder that conforms to these Guidelines **or** design your own (when building your own home, you must possess an 'Owner-builders' licence)
5. Review the Building Controls for your site against your chosen design
6. Review the Design Controls for your site against your chosen design
7. Review any additional Overlay Controls for your site against your chosen design
8. Ensure your dwelling is designed in accordance with regulations associated with sustainability and energy efficiency and recycled water
9. Ensure your dwelling is designed in accordance with regulations associated technological provisions – Opticomm Fibre Network
10. Ensure your façade has been designed in accordance with the approved façade materials and colour palettes found within this document
11. Prepare a full set of drawings for application

1. DETERMINING THE ALLOTMENT TYPE, THE DESIGN CONTROLS AND ANY ADDITIONAL DESIGN CONTROL OVERLAYS.

The **Lot Selection Plan (allotment types)** and **Lot Attributes Plan (Building envelope and Overlays)** will provide information on your selected lot. The requirements set out on these plans must be adhered to. House Designs must address these requirements foremost other-wise approval will not be granted.

NOTE: *In the case where there is a conflict between the setbacks listed in the Design Control Tables for specific allotment types, the setbacks noted on the Allotment Attributes plan will prevail.*

2. UNDERSTANDING THE ALLOTMENT TYPES:

Type A: Standard Allotments: House allotments with driveway access to the garage directly from the street.

Type B: Town House Allotments: Narrow allotments suitable for terrace or townhouse construction.

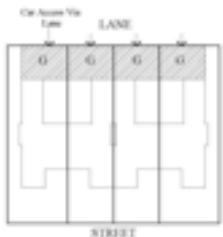
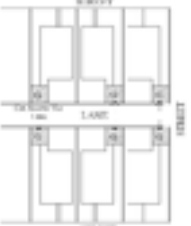
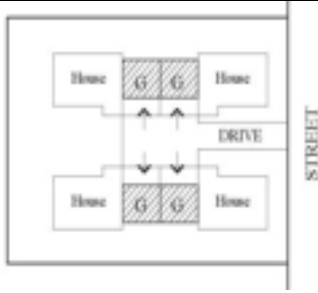
Type C: Dual Frontage Allotments: Allotments with a frontage to both a street and a park, reserve or golf course.

Type D: Rear Loaded Allotments: Allotments with a lane at the rear, requiring garages to be located at the rear, accessed from the lane.

Type E: Fourplex Allotment: Allotments designed to allow construction of 4 smaller dwellings sharing a common driveway providing access to garages accessible from a central motor court.

	TYPE A: STANDARD ALLOTMENT
	TYPE B: TOWN HOUSE ALLOTMENT
	TYPE C: DUAL FRONTAGE ALLOTMENT
	TYPE D: REAR LOADED ALLOTMENT
	TYPE E: FOURPLEX ALLOTMENT

3. ALLOTMENT TYPE DEFINITIONS

TYPE A: STANDARD ALLOTMENTS Standard house lots with garage accessed from the primary street frontage. Crossover locations on the Masterplan depict the optimised location; however, a crossover may be relocated at the cost of the Owner, and subject to the approval of Council.	
TYPE B: TOWNHOUSE ALLOTMENTS Lots located with attached or semi-detached housing. Townhouses may rise to three levels. The third level may be expressed as an attic storey. The townhouses must be designed to achieve either the appearance of simple clustered two or three storey row houses (terraces), or single storey townhouses (terraced row houses). Alternately the terraces may be broken up into clusters and expressed as large houses.	
TYPE C: DUAL FRONTAGE ALLOTMENTS These are lots that have two frontages, one to a street, the other to a reserve, golf course or other open space. These lots provide a service area for clothes drying, bin storage, etc which is concealed from both frontages. Houses on these allotments need to present an attractive façade to both frontages.	
TYPE D: REAR LOADED ALLOTMENTS These lots have both street and lane frontages. The garage must be accessed from the rear boundary, either placed on the rear boundary or set a minimum of 4 metres from the boundary. The location of the garage to the rear eliminates the impact of crossings and driveways on the streetscape, and enhances the presentation of the front façade to the street.	
TYPE E: FOURPLEX ALLOTMENTS These are lots where 4 dwellings are placed on one large lot encompassing a central access drive servicing garages grouped to allow access from a central motor court. Four dwelling must be constructed on these lots unless approval is granted by the DRC for an alternative number of dwellings. Under no circumstance will less than three dwelling be allowed. The design for fourplex allotments must comply with Clause 55 of the Melton Planning Scheme and a Planning Permit is required for all multi dwelling developments in addition to satisfying the Design Guidelines.	

4. **THE OVERLAY CONTROLS APPLY ONLY TO CERTAIN LOTS:**

Overlay C: Classic Standard Allotment

Overlay P: Premium Standard Allotments

Overlay N: North Facing Allotments

Overlay D: Double Storey Allotments

Overlay F: Fencing Overlay

Overlay B: Battleaxe Block Overlay

Overlay R: Allotments Adjoining Public Reserves

C	CLASSIC STANDARD ALLOTMENT	P	PREMIUM ALLOTMENT
F	FENCING OVERLAY	N	NORTH FACING ALLOTMENT
R	ALLOTMENTS ADJOINING PUBLIC RESERVE	B	BATTLEAXE ALLOTMENT
D	DOUBLE STOREY ALLOTMENT		

NOTE: Each allotment may be subject to more than 1 overlay. Refer to Attributes and Lot Selection Plans

Note: Refer to Appendix 1 for Examples of the Application of the Eynesbury Code

5. UNDERSTANDING THE PREMIUM AND CLASSIC ALLOTMENT OVERLAYS

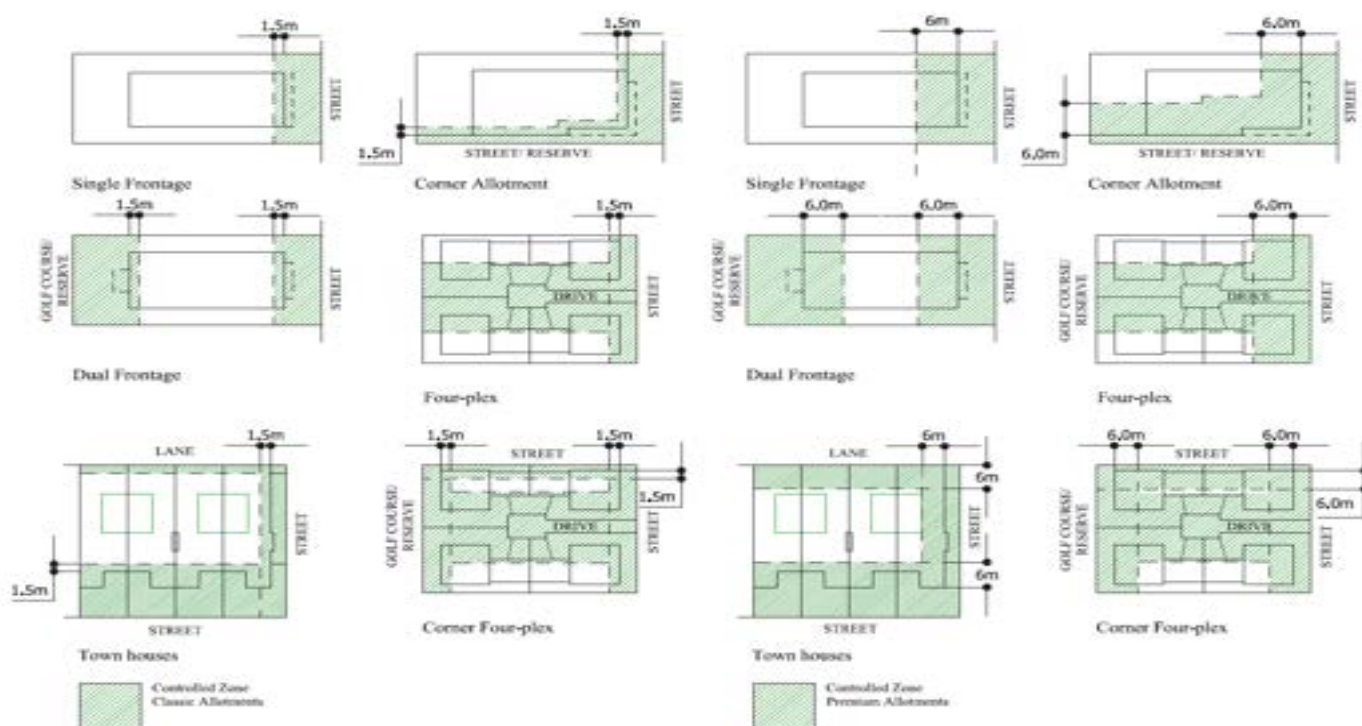
General Description	This overlay determines the standard of key elements of the house. These elements need only be provided in the controlled zones of the house, as follows:

Overlay C: Classic Allotments

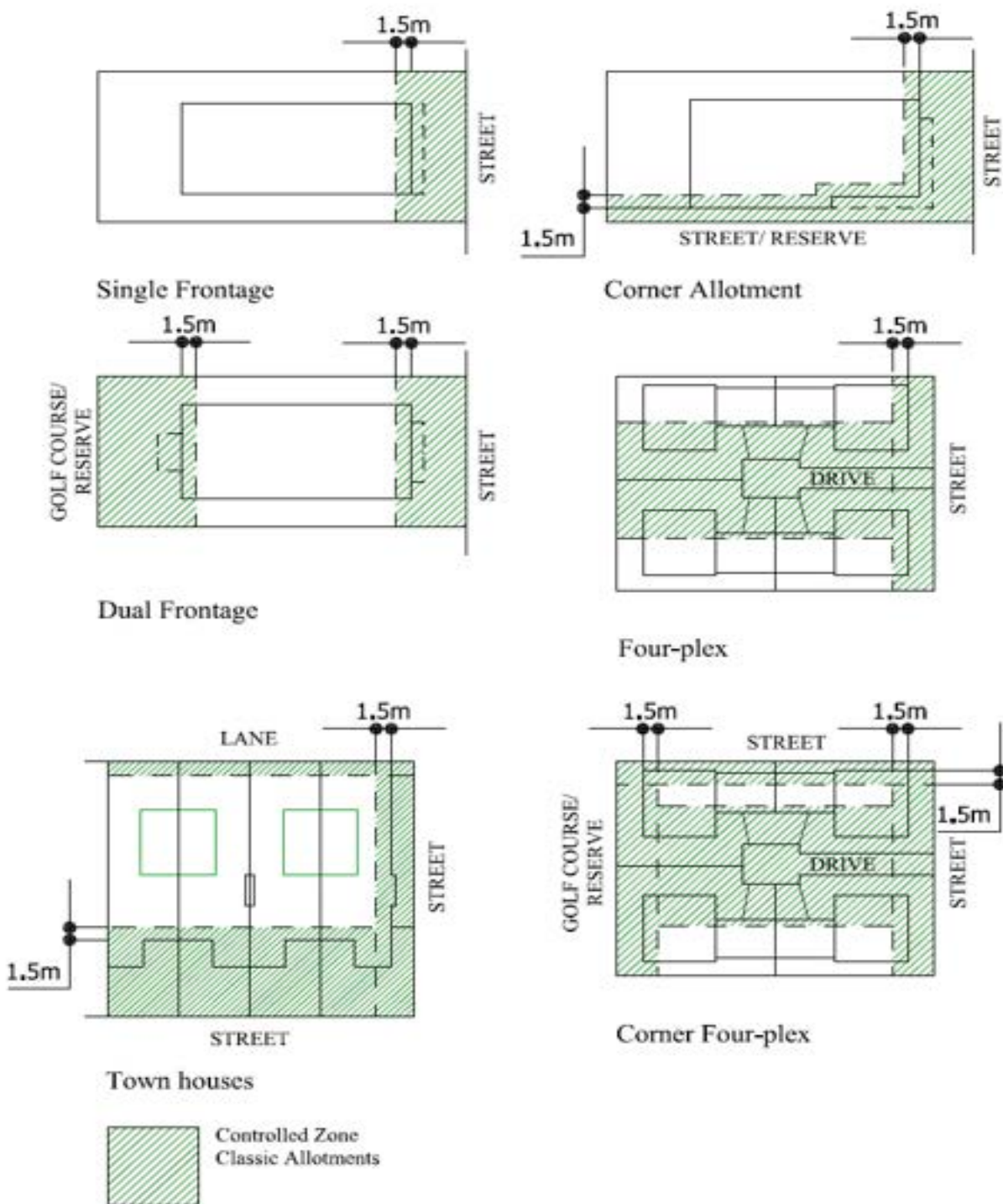
Additional Control Category	Additional Control
Roof Pitch	Minimum 22.5 degrees Excludes verandahs, which must be pitched, but may be constructed at a shallower angle to suit headroom requirements at the outer edges.
Eaves Overhang	Not less than 450mm
Ceiling Heights	Minimum 2400mm Ceilings to ground floor only
Verandahs	Verandahs and Porticos are to be provided to not less than 25% of width of the dwelling facing the street, with a depth of not less than 1.8 metres. Verandahs and Porticos must be a minimum 300mm above ground level.

Overlay P: Premium Allotments

Additional Control Category	Additional Control
Roof Pitch	Minimum 27 degrees Excludes verandahs, which must be pitched, but may be constructed at a shallower angle to suit headroom requirements at the outer edges.
Eaves Overhang	Not less than 600mm
Ceiling Heights	Minimum 2700mm Ceilings to ground floor only
Verandahs	Verandahs and Porticos are to be provided to not less than 40% of width of the dwelling facing the street, with a depth of not less than 1.8 metres. Verandahs and Porticos must be a minimum 300mm above ground level.

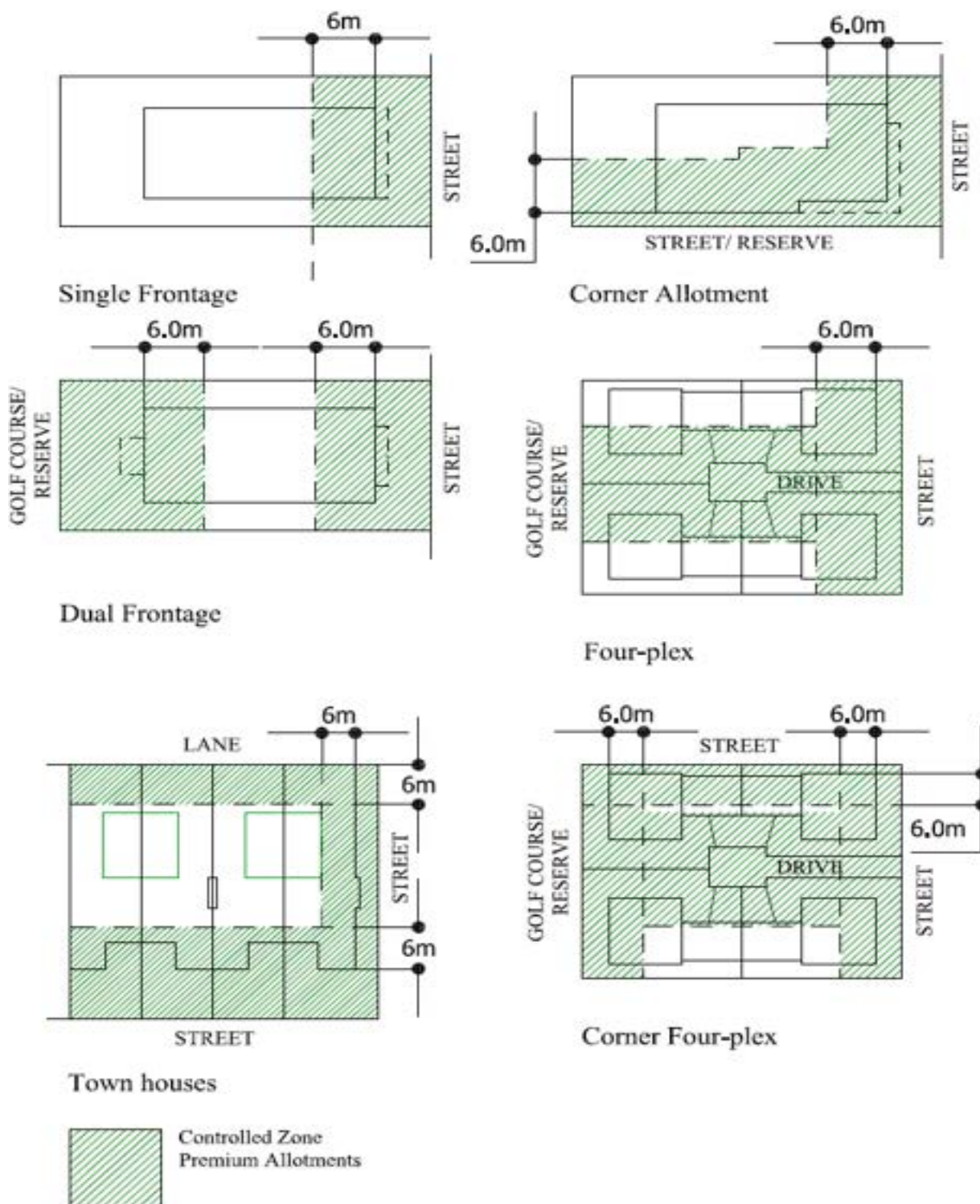


CLASSIC ALLOTMENTS



Note: Allotments adjacent to linear reserves will be assessed based on the level of fencing provided adjacent to the reserve. Allotments adjacent to open space reserves, must address both frontages.

PREMIUM ALLOTMENTS

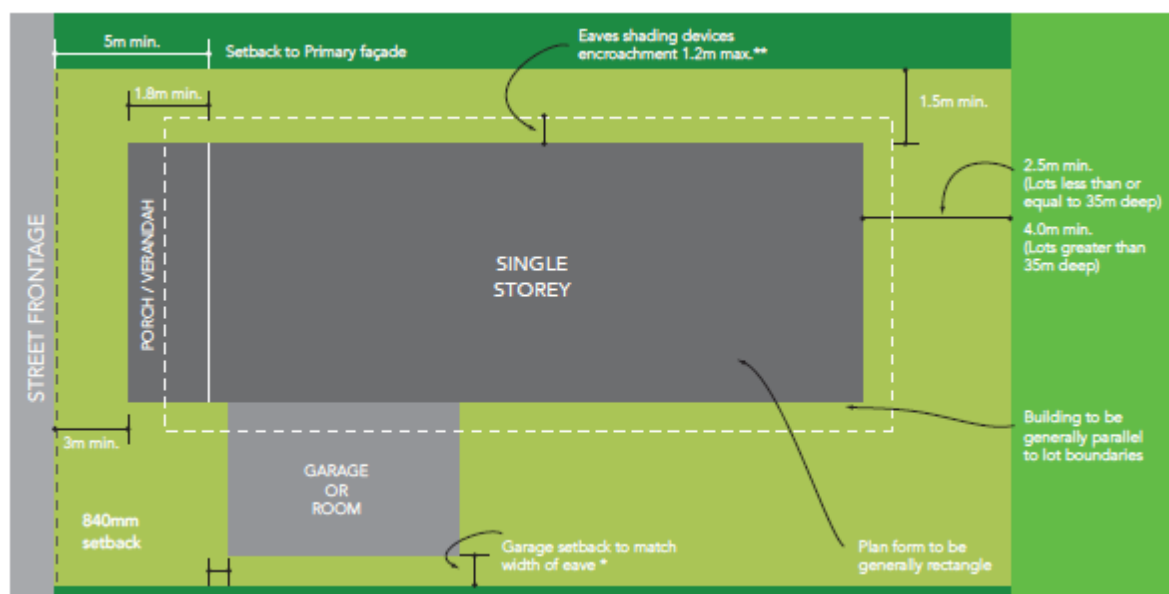


Note: Allotments adjacent to linear reserves will be assessed based on the level of fencing provided adjacent to the reserve. Allotments adjacent to open space reserves, must address both frontages.

6. UNDERSTANDING THE DESIGN CONTROLS FOR ALLOTMENTS

Requirement	STANDARD ALLOTMENTS (TYPE A)	
Front Setback	3m Verandah, 5m Dwelling (unless otherwise noted on Building Envelope plan)	
Side Setback	Garages – 0-200mm or 1.5m	
	Single Storey	Double Storey
Corner Allotments	1.5m	2.5m
	Single Storey	Double Storey
Rear Setback	2m Min setback from side street	3m Min setback from side street
	Minimum 2.5m – Lots Less than or equal to 35m Minimum 5m – Lots Greater than 35m	
Garage	960mm minimum from main building line Garages are permitted to have a zero setback for designed without eaves, or where it aligns exactly with the adjoining allotment garage. Maximum length on boundary 10m Maximum height on boundary 3.6m	
Site Coverage	60% Maximum Allotments greater than 900m ² – not less than 25%	
POS	If Primary Living areas upstairs, a deck, terrace or Balcony of not less than 10m ²	
Wall Heights	Maximum 2 storeys Wall heights to comply with ResCode requirements	
Dwelling height	Maximum 10m	
Design Controls	Classic or Premium Controls apply	
Allotment Type	Allotment Type Controls apply	

Note: Eaves/sunshades, retractable awnings or other projections not substantially enclosed at the sides are permitted to encroach into setbacks no more than 1.2m.

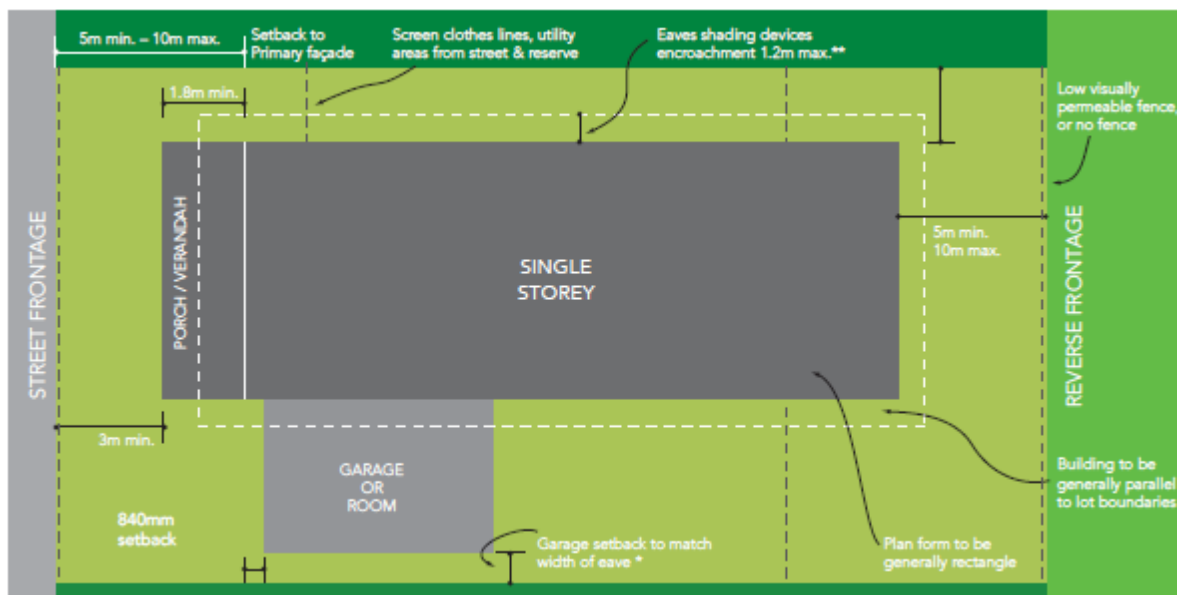


Requirement	TOWN HOUSE ALLOTMENT (TYPE B)	
Front Setback	2m Verandah, 4m Dwelling (unless otherwise noted on Building Envelope plan)	
Side Setback	0-200mm or 1m	
	Single Storey:	Double Storey:
	1.5m adjacent to park or footway	2.5m adjacent to park or footway
	2m adjacent to side street	3m adjacent to side street
Garage	960mm minimum from main building line if facing primary street frontage Maximum height on boundary 3.6m Permitted to occupy Maximum 80% of rear boundary on rear loaded products	
Site Coverage	70% Maximum	
POS	Minimum dimension of 4m	
Permeability	Not less than 20%	
Wall Heights	Maximum 3 storeys Wall heights to comply with ResCode requirements	
Townhouse height	Maximum 13.5m	
Design Controls	Classic or Premium Controls apply	
Allotment Type	Allotment Type Controls apply	

Note: Eaves/sunshades, retractable awnings or other projections not substantially enclosed at the sides are permitted to encroach into setbacks no more than 1.2m.

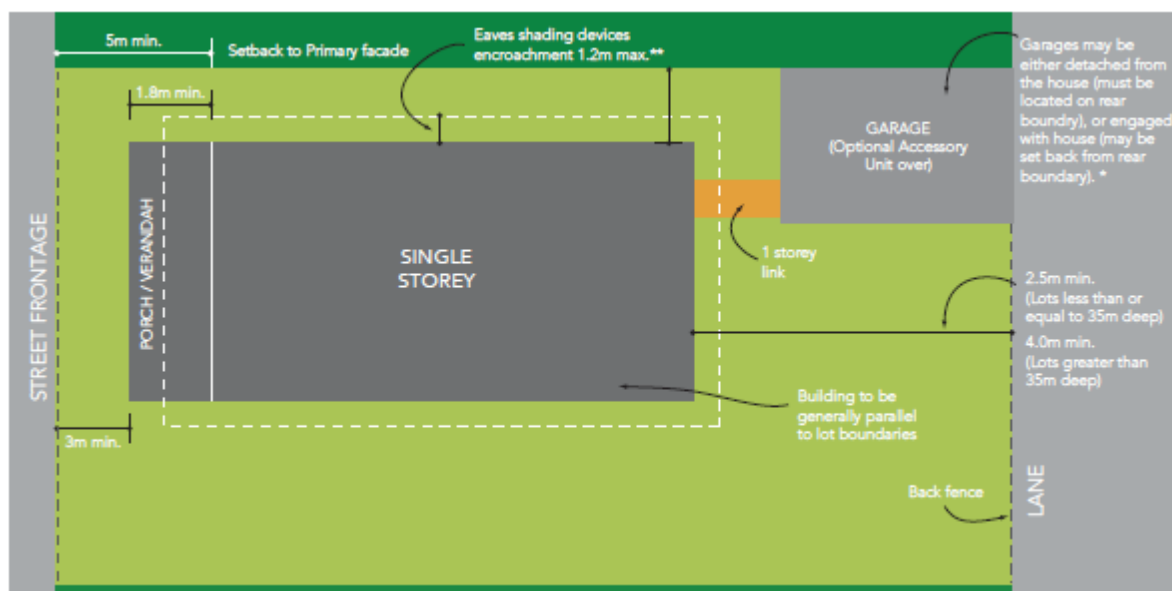
Requirement	DUAL FRONTAGE ALLOTMENTS (TYPE C)	
Front Setback	3m Verandah, 5m Dwelling, 10m maximum (unless otherwise noted on Building Envelope plan)	
Side Setback	Garages – 0-200mm or 1.5m	
	<i>Single Storey</i>	<i>Double Storey</i>
Corner Allotments	<i>Single Storey</i>	<i>Double Storey</i>
	2m Min setback from side street	3m Min setback from side street
Rear Setback	As per Building Envelope Plan	
Garage	960mm minimum from main building line Garages with a zero-side setback may be designed without eaves, or where it aligns exactly with the adjoining allotment garage. Maximum length on boundary 10m Maximum height on boundary 3.6m	
Site Coverage	60% Maximum Allotments greater than 900m ² – not less than 25%	
POS	If Primary Living areas upstairs, a deck, terrace or Balcony of not less than 10m ²	
Wall Heights	Maximum 2 storeys Wall heights to comply with ResCode requirements	
Dwelling height	Maximum 10m	
Design Controls	Classic or Premium Controls apply	
Allotment Type	Allotment Type Controls apply	

Note: Eaves/sunshades, retractable awnings or other projections not substantially enclosed at the sides are permitted to encroach into setbacks no more than 1.2m.



Requirement	REAR LOADED ALLOTMENTS (TYPE D)	
Front Setback	3m Verandah, 5m Dwelling (unless otherwise noted on Building Envelope plan)	
Side Setback	Garages – 0-200mm or 1.5m	
	<i>Single Storey</i>	<i>Double Storey</i>
	1.5m	2.5m
Corner Allotments	<i>Single Storey</i>	<i>Double Storey</i>
	2m Min setback from side street	3m Min setback from side street
Rear Setback	Minimum 2.5m – Lots Less than or equal to 35m Minimum 4m – Lots Greater than 35m Double Storey Elements – 5m minimum	
Garage	960mm minimum from main building line Garages may be either detached or engaged with the dwelling. If detached, must be located on the rear boundary. If engaged, must be setback a minimum 4m from rear boundary Maximum length on boundary 10m Maximum height on boundary 3.6m	
Site Coverage	60% Maximum Allotments greater than 900m ² – not less than 25%	
POS	If Primary Living areas upstairs, a deck, terrace or Balcony of not less than 10m ²	
Wall Heights	Maximum 2 storeys Wall heights to comply with ResCode requirements	
Dwelling height	Maximum 10m	
Design Controls	Classic or Premium Controls apply	
Allotment Type	Allotment Type Controls apply	

Note: Eaves/sunshades, retractable awnings or other projections not substantially enclosed at the sides are permitted to encroach into setbacks no more than 1.2m.



Requirement	FOURPLEX ALLOTMENTS (TYPE E)	
Front Setback	2m Verandah Dwelling, 4m (unless otherwise noted on Building Envelope plan)	
Side Setback	Garages – 0-200mm or 1.5m	
	Single Storey	Double Storey
	1.5m	2.0m
Corner Allotments	Single Storey	Double Storey
	1.5m Min setback from side street	2.5m Min setback from side street
Rear Setback	Minimum 2.5m – Lots Less than or equal to 35m Minimum 4m – Lots Greater than 35m Double Storey Elements – 5m minimum	
Garage	Minimum 1.5m setback from side boundary Minimum 2.5m setback from side street Garages to be constructed so they are within the motor court section	
Site Coverage	60% Maximum Allotments greater than 900m ² – not less than 25%	
POS	Preferred depth of 5.0m and no less than 40%	
Wall Heights	Maximum 2 storeys Wall heights to comply with ResCode requirements	
Dwelling height	Maximum 10m	
Design Controls	Classic or Premium Controls apply	
Allotment Type	Allotment Type Controls apply	
Town Planning	Dwelling designs must comply with Clause 55 of the Melton Planning Scheme and a Planning Permit is required for all multi dwelling developments in addition to satisfying the Design Guidelines	

Note: Eaves/sunshades, retractable awnings or other projections not substantially enclosed at the sides are permitted to encroach into setbacks no more than 1.2m.

7. UNDERSTANDING OF THE ADDITIONAL ALLOTMENT OVERLAYS

Overlay F: Fencing Overlay

General Description	This overlay applies to all allotments within Eynesbury. The front fence returns the concept of the 'front yard', a fundamental aspect of country towns. The front yard is an area designed to be able to spend time in, being part of the community. To achieve this, it needs to be defined and not incorporated into the road reserve. The front yard is not intended to be private open space. It should define the front boundary.
Allotment Type	Additional Control
Standard Allotment	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/balusters, 1200mm posts Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the front setback requirement for the full height fence. Full height fences are to start in line with the front façade wall.
Town House Allotment	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/balusters, 1200mm posts Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the front setback requirement for the full height fence. Full height fences are to start in line with the front façade wall.
Dual Frontage Allotment	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts Rear Boundary: 1050mm transparent golf course or reserve fencing – provided by developer unless otherwise stipulated in land contract Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the setback requirement for the full height fence. Full height fences are to start in line with the front and rear façade walls Screen Fencing: 1.8m screen fencing required to enclose private open space. To be solid or transparent. To return a minimum 1m behind each frontage.
Rear Loaded Allotment	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the front setback requirement for the full height fence. Full height fences are to start in line with the front façade wall Rear Laneway Fencing: Provide 1.8m timber paling fence, capped with exposed posts.
Corner Allotments	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts – to continue to the corner of the dwelling. Side street: Provide 1.8m timber paling fence with exposed posts, timber capping
Reserve Adjoining Allotments (Open Space Reserves)	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts - to continue to the corner of the dwelling. Reserve side: Provide 1.8m timber paling fence with exposed posts, timber capping and tapering down over a maximum of 50% of the front setback requirement for the full height fence
Fourplex Allotments	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts - to continue to the corner of the dwelling. Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the front setback requirement for the full height fence. Rear Reserve/Golf Course Boundary: 1050mm transparent golf course or reserve fencing.

Allotment Type	Additional Control
Battleaxe Allotment	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts - Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the front setback requirement for the full height fence. Full height fences are to start in line with the front façade wall Fencing to access lane: Provide 1.8m timber paling fence. Sections forward of the gates, are to include exposed posts, capping rail Where a battleaxe allotment is in effect a rear loaded dwelling, then any fence built along a road reserve boundary must meet the requirements of side boundaries for a conventional corner allotment. Entrance Gates: The gate for the entrance to the battleaxe laneway must be a full height gate located at 5.4m from the side boundary or where the neighbouring property full height fence starts

Additional Fencing notes:

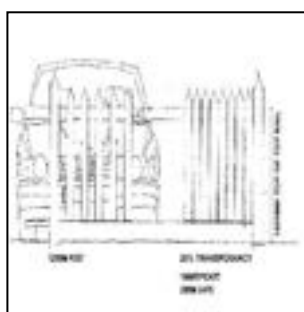
- All fencing must be constructed within 3 months of the certificate of occupancy being issued on your home. Refer to your contract of sale for any fencing rebates.
- Fencing may be left unpainted, or painted in neutral grey, grey/brown or white tones, using an appropriate timber stain, or semi opaque or opaque timber finish.
- Side fences may exceed the minimum height where there are sound reasons of privacy, with the approval of the DRP.
- Side fences may be treated with timber lattice or frameworks to promote growth of climbing plants.
- Connecting fence between the sidewall of the dwelling and the side boundary fence is to be a height equal to side fences. It is to be constructed of material and colours, which complement the dwelling.
- Metal fences including pool type tubular metal, cast iron, wrought iron etc. are not permitted.
- Front fence heights are to be 900-1050mm height to the top of the rail
- Picket fencing to have a minimum 20% transparency
- Picket fences may be capped
- Baluster fencing to have a top and bottom rail with a minimum 50% transparency. Baluster fencing may be constructed inclusive of a plinth
- Where a Balustrade forms part of the Verandah, a solid hedge with a minimum 300mm height along the front boundary must be provided in lieu of a front fence. The Balustrade must have a nominal height of 900mm above the floor level of the verandah and must be provided to the full length of the Verandah with an opening no more than 1800mm for access from the entry pathway.



Standard Side Boundary Fencing



Front Fencing



Typical Picket Style Fencing



Baluster Fencing

Overlay R: Reserve Overlay

This overlay applies where one or more boundaries of the allotment adjoin a public reserve. It is designed to provide for some passive supervision of the reserve and to protect the private open space of the allotment. There are different reserves throughout the township. Linear and open space reserves.

This overlay provides controls to ensure that reserve areas are provided with appropriate passive supervision from adjoining properties. In addition, private open space areas to allotments adjoining reserves are provided with an appropriate level of privacy.

Additional Control Category	Additional Control
Dual Frontage	House design is to allow for at least 2 windows from habitable rooms overlooking the reserve. Sill heights to be no more than 800mm above internal floor level with a glazed area of minimum 1sqm
	Locate private open space away from reserve or street. Use building form or fence screen to provide privacy
Townhouse Allotment	House design is to allow for at least 2 windows from habitable rooms overlooking the reserve. Sill heights to be no more than 800mm above internal floor level with a glazed area of minimum 1sqm
	Locate private open space away from reserve or provide a solid 1.8m fence to section. Private open space to be located a minimum 4m from boundary
Rear loaded Allotment	House design is to allow for at least 2 windows from habitable rooms overlooking the reserve. Sill heights to be no more than 800mm above internal floor level with a glazed area of minimum 1sqm
	Locate private open space away from reserve

Overlay B: Battleaxe Block Overlay

This control applies to rear loaded allotments where the garage is accessed via a battleaxe extension behind the adjoining allotment linking to an adjacent street. This overlay regulates the layout and configuration of the battleaxe extension.

Additional Control Category	Additional Control
Battleaxe laneway	The battleaxe laneway shall not contain any construction. A gateway shall be provided to the end of the battleaxe facing the street. The gateway is to be set back from the footpath not less than 5.4m or where the neighbouring property full height fence starts. The area between the gateway and the footpath is to be treated with suitable landscaping, arranged to soften the visual impact of the flanking fence lines. Battleaxe laneways providing vehicular access to garages shall be paved in a manner suitable for vehicular traffic. In cases where the battleaxe contains an easement, consent to build and or erect a structure over the easement and or asset is required from the relevant authority.

Overlay D: Double Storey Overlay

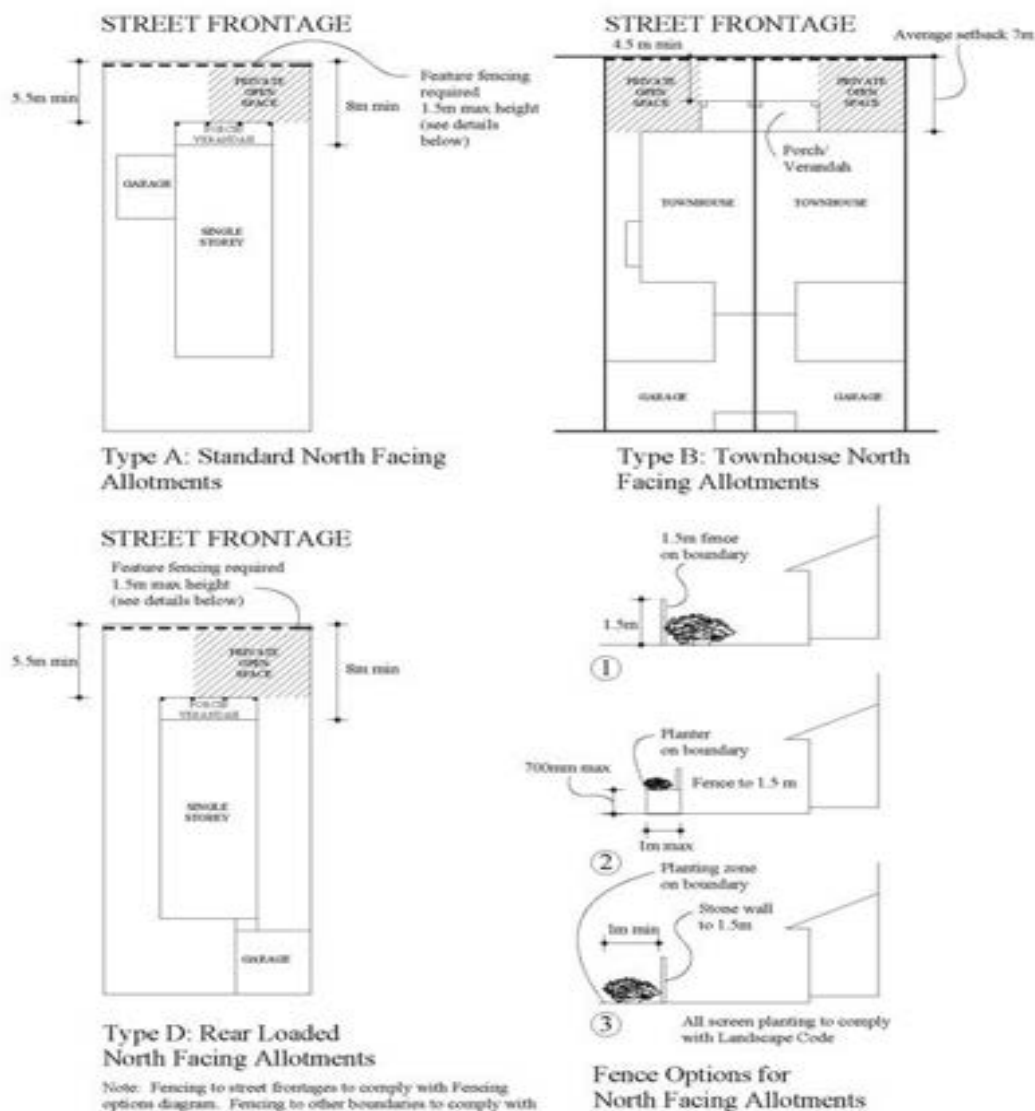
This overlay requires that the residence on the allotment is of two storeys in height. The overlay seeks to give visual impact to buildings in prominent or focal locations within the township.

Additional Control Category	Additional Control
Maximum Height	Residences on allotments with this overlay must be 2 storeys in height, with the upper floor comprising at least 50% of the ground floor area and generally arranged so that the 2 storey part is positioned close to the street frontage. Heights and setbacks shall confirm with the design controls set out for the allotment type.

Overlay N: North Facing Allotments Overlay

This overlay applies to selected north facing allotments.

Control Category	Control
Setbacks, Fencing, Private Open Space, Landscaping	Allotments with north facing areas towards the street require attention to fencing to afford privacy to these more exposed private open spaces. Front boundary setbacks North facing private open space Raised floor levels, front boundary screen barriers to achieve privacy to exposed north facing private open space Refer to North Facing Allotments: Supplementary Controls below



North Facing Allotments: Supplementary Controls

ARCHITECTURAL DESIGN CODE

The Architectural Design Code controls the detail of the buildings, including materials, detailing and composition and proportion. The code promotes a design derived from the designs of the traditional Australian Country Town.

APPLICATION OF THE ARCHITECTURAL DESIGN CODE

The requirements of the Architectural Design Code apply to those parts of the building within the control zone applicable (Classic or Premium), as well as those that are visible from the street and publicly accessible areas.

Materials other than those specified may be used with the approval of the Design Review Panel(DRP). Variations to this code may be granted by the DRP in cases of architectural merit, site conditions or other extenuating circumstances. In the event that DRP allows a variation, relaxation or waiver of the application of the Design Guidelines, this will not set a precedent nor imply any such action will apply again

The code controls apply to all elements of the building:

Basic Building Shell

- Walls
- Windows and doors
- Floors
- Roofs

Accessory Elements

- Verandah, Pergolas and Shading Devices

Outbuildings and buildings for Vehicle Storage and Circulation

- Garages, Carports and Driveways

Landscape Structures, Fences

BASIC BUILDING SHELL

PLAN FORM AND SITING

Houses should be generally sited parallel to the side boundaries, except where allotments are tapered in which case the house façade should be generally parallel to a line drawn between the ends of the street boundary of the allotment.

FAÇADE MATERIALS AND DETAIL

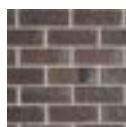
Façade materials and detail must comply with the detailed requirements set out below.



TYPICAL EYNESBURY FACADE TREATMENT

WALLS

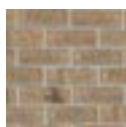
Item	Materials and Colours	Configuration	Comments
Wall materials			
Weatherboards	- Weatherboard - Fibre Cement Weatherboards - Hardies ‘Primeline’ weatherboards - CSR Weathertex - Hardies ‘Linea’	Wall articulation in the form of stringcourses and bands are encouraged, but must be consistent with general wall and trim colours, and the overall effect of the wall articulation must be simple and reinforce the building form.	Bricks must be selected with the colour bases of Reds, Medium-Dark Browns, Creams Brick colours and textures vary from time to time due to the variation in the raw materials used by the brick manufacturer. A full list of approved/non-approved bricks is available from the DRP Raked joints are not permitted.
Bricks	Hardies ‘Hardiplank’ is not permitted. Bricks selected are to be based on traditional Australian Country styles. Natural muted tones are permitted. Bold vibrant ‘modern-day’ bricks will not be approved	Square Edge, smooth face bricks are acceptable Tumbled bricks and bricks with textured or patterned faces are not permitted	
Mortar Joints	Struck Flush Weathered Rolled	Mortar must preferably be a traditional mix with white sand and lime to give a generally light colouring.	
Render Finishes			
	Renders must be in a neutral grey and natural or sandstone like colours (buff, light beige, sandstone cream).	Renders may be applied as smooth render. Paint to rendered surfaces must be matt or low sheen.	Rendering to facades is not mandatory
Wall Articulation			
Corner Allotments	Front and side facades of buildings on corner lots must be similarly detailed and use similar materials.		
Material Transitions	Materials must not change within a storey at corners or within 1500mm of a corner on classic Allotments, and 6000mm on a Premium Allotment.		



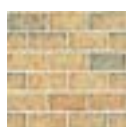
Weatherboard



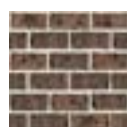
Render



Flush Joints



Dressed Sandstone



Ledgerstone (Column and feature only)



WINDOWS AND DOORS

Item	Materials and Colours	Configuration	Comments
Windows			
This control applies only to windows and doors visible to the street and located within the control zone Permitted Window Types	Windows are to be substantial in frame thickness. Preferred materials are: Timber High quality aluminium	Suggestions for windows are as follows: Southern Star Windows: 200+ Series (no100 Series permitted within control zone) A & L Windows: Armada awning windows Double glazed awning windows Double hung Casement Box bay windows Face of wall casement Awning Frames to be proportioned such that the longest lengths extend vertically. Horizontally oriented windows are to be articulated with mullions and sashes such that these articulating elements have a vertical proportion, as defined above. Alternatively, if no are mullions provided, plantation shutters are to be installed as a mandatory requirement Glazing bars and colonial bars shall match the profile and depth of the main sash frame and beading. Glazing bars that are thin 'stuck on' strips or captured between double-glazing are not permitted. Some manufacturers provide products with 'stuck-on' bars. Provided the bars do not create the appearance of being 'stuck on', they may be considered.	Windows with light, visually flimsy framing present a cheap visual appearance to the street. Use of appropriate member sizes and sash inserts improves visual solidity. Sliding windows are not permitted within the controlled zone of the house. Windows must present a vertical proportion to the street Excessive use of glass results in building forms disruptive to the coherence of the urban environment. Windows openings must be properly trimmed and finished.
Trims			
	Wall trims (corner staves, architraves) roof trims (fascias, eaves linings & exposed rafters) & window trims to be of timber or fc sheet, coloured to match general trim colour	Minimum dimensions: 12 mm thick, 90 mm wide to corner staves and architraves. Barge boards not less than 200 mm wide, 25 mm thick.	Openings to be defined, use of a uniform colouring to trims allows use of a variety of wall colours while still providing a visual coherence.

Item	Materials and Colours	Configuration	Comments
Doors			
Entry Doors	Timber, solid paint finish to door leaf and frame.	Recessed panels, painted in solid paint.	Entry doors must have a solid and substantial appearance.
Premium allotments		Entry doors to be a minimum 2300mm high (Unless otherwise approved by the DRP)	Doors must have an appropriate scale and detail
Classic allotments		Entry doors to be a minimum 2040mm high (Unless otherwise approved by the DRP)	Front doors must be simple in character and detail
Preferred External Door Types (i.e. Not the front entry door)		Bi-Part Doors French doors Bi-Fold Doors Note that sliding doors with substantial appearance may be approved for use in non-control zones Side lights and fanlights shall be glazed with clear or plain etched glass. More elaborate treatments with bevelled glass or leadlight may be acceptable where the effect is simple.	Flush panel doors, panelled doors with non-rectangular panels and fussy mouldings are not permitted.
Sidelights			

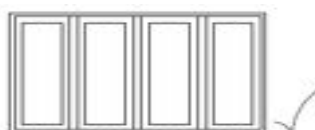


ACCEPTABLE FRONT ENTRY DOORS:

Some Doors appear too modern, ensure the door chosen reflects to correct style and has a vertical appearance



Window Proportions



Window Frames



APPROPRIATE WINDOW SOLUTIONS

Ensure windows appear vertical and have a substantial frame. No 'stick-on' glazing bars

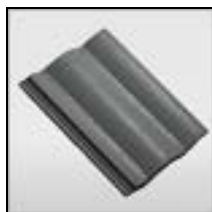
ROOF FORMS AND ROOF ACCESSORIES

Item	Materials and Colours	Configuration	Comments
Roof			
Premium or Classic	*corrugated galvanized iron *corrugated colorbond iron (slate grey, light grey) *Asphalt shingles *Natural slate (uniform grey tones) *Zincalume	Roofs shall have a simple, symmetrically pitched hip or gable form. Steeper pitches are possible, attic villa styles are encouraged. Hip and gable roof forms, and composites of these are permitted. Mansard, dual pitch, skillion, flat and curved roofs are not permitted without dispensation from the DRP.	Traditional Australian Country Towns have building stock dating from the nineteenth and early twentieth century, and typically have buildings with roof pitches not less than 30 degrees. Such roof pitches allow the roof form to be in visual balance with the lower walls of the building. While this pitch is preferred these controls allow minimum pitches of 22.5 degrees (classic allotments) and 27 degrees (premium allotments)
Premium or Classic	Tiles *Selected flat concrete tiles. *Selected Marseilles pattern terra cotta tiles. *Selected flat (Strata type) terra cotta tiles.	Skylights, vent stacks, and other roof protrusions must not be placed on a roof facing a street or where they are visible from nearby streets. Skylights shall be flat in profile.	Roof heights must be adequate to allow full wall heights and steeper traditional roof pitches and forms
Classic Only	* Selected curved profile concrete tiles		Roof colours to be uniform in silvers and neutral greys.
Premium and Classic			
Single Storey	Parapet roof forms are not permitted		
Double Storey	Parapet roof forms are permitted over garages only where the first floor of the dwelling covers a minimum of 50% of the garage width.		

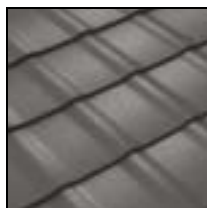
Acceptable Roof Tiles:



Premium or Classic



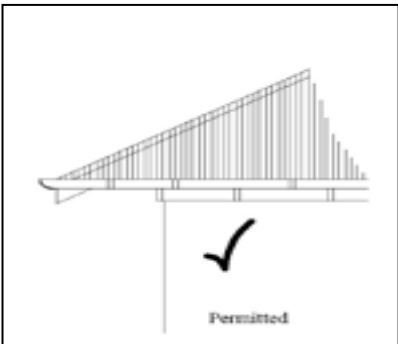
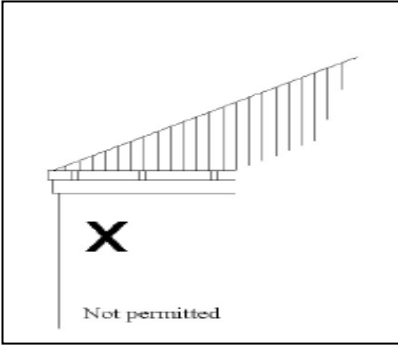
Classic Only



Premium or Classic



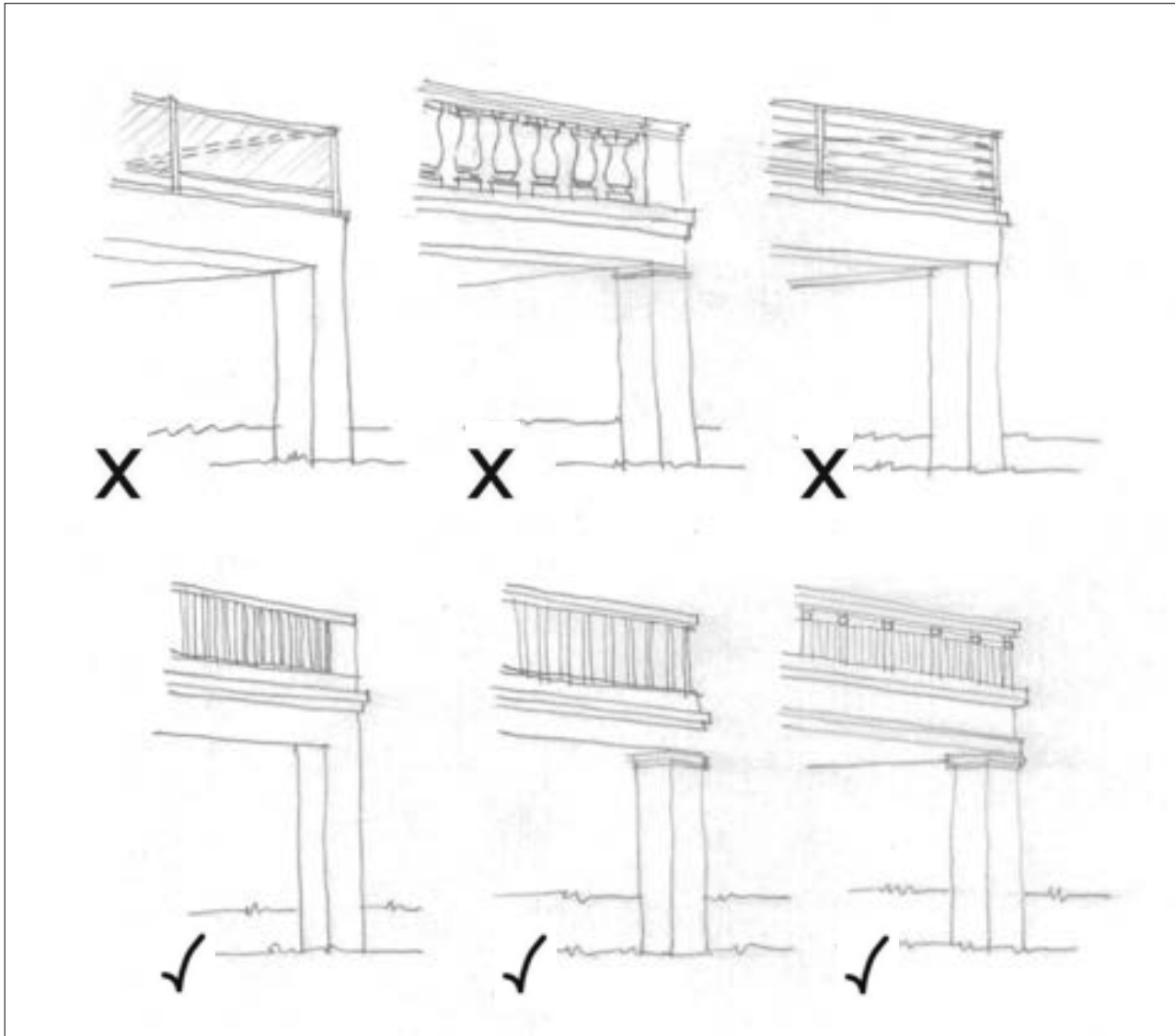
Premium or Classic

Item	Materials and Colours	Configuration	Comments
Eaves			
	Eaves shall be constructed in timber and/or approved fibre cement linings. Only approved metal fascia systems are permitted. No eaves are required for a roof above a verandah. A minimum 200 mm overhang is required to the bargeboard above gables to the front facade.	Eaves overhangs are mandatory, except to garages where a parapet is provided, or roof edges over garage walls on boundaries. Premium allotments: Eaves overhangs must be at least 600 mm. Classic allotments: Eaves overhangs must be at least 450 mm. Eaves must have either: Expressed rafter ends with lining boards, or Hardigroove or plygroove lining panels as above. Appropriate lining is to be used for eaves in accordance with BCA.	 
Fascias, Barge Boards and Gable Ends			
	Timber or metal fascia systems may be permitted. Gable end details such as finials are not permitted.	Fascias may be plain or beaded.	Square profile gutters, and gutters with ribbed profiles are not permitted.
Gutters			
	Gutters must be painted to match either the roof colour or the trim colours	Gutter profiles must be of the following profiles * Quad * ½ round * Ogee *Downpipes are to be rectangular or round. *Chain downpipes also permitted	Square profile gutters, and gutters with ribbed profiles are not permitted.
Chimneys			
Use of chimneys is encouraged; however, there are to be no exposed metal flues.	To match wall materials	Rectangular masonry or masonry effect shafts. Cowls as required for decorative gas log fires are permitted if the maximum projection of the cowl above the chimney shaft is not more than 300 mm.	Vane type cowls with projecting wings are not permitted

ACCESSORY ELEMENTS

VERANDAHS, PORTICOS AND SHADING DEVICES

Item	Configuration	Materials and Colours	Comments
Verandahs			
Size of Verandahs: Width: Premium Classic	Verandahs are mandatory, Verandahs must be open at both ends Minimum 40% of the width of the building facing the street Minimum 25 % of the width of the building facing the street Alternatively, a pergola of equal width may be substituted, if there is a usable paved terrace under. Verandahs may return to the side of dwellings, and protect side entry points.	Verandahs and/or pergolas are to be constructed of timber with trims and details painted in a single colour, in lighter tones. Fussy or elaborate picking out of detail is not permitted.	Verandahs of a habitable dimension are a fundamental part of the character of housing in traditional country towns. They provide a protected transition zone between the street and the building interior.
Size of Verandahs: Depth (Premium and Classic)	Minimum depth of 1.8metres Maximum depth of 3.0metres Permitted to extend further into the main volume of the building form to allow creation of screened outdoor rooms, sleepouts etc.		Verandah and portico structures must be constructed in such a way as to ensure that they are large enough to furnish and occupy.
Verandah roof forms	Verandahs may have a simple pitched roof, or concave curved roof. Bullnose verandahs are permitted on Townhouse allotments where the garage is at the rear of the lot and rear loaded allotments. The Bullnose must match the entire width of the façade, be constructed under the roof form and where the ceiling height is 2700mm minimum.	The roof of the bullnose must match the dwelling roof material.	The form of verandahs must be simple and not fussy in detail. Complex fretworks and lacework are not permitted.
Construction of: Columns and Beams	Posts: Timber verandahs to have timber posts not less than 110mm square. Fascias not less than 180mm deep. Posts may have stop chamfers, base and capital details, but not turned details. Columns: Masonry piers must be not less than 300mm square in plan. Verandah beams: Beams over masonry columns must align with the outside face of the piers or columns. All piers and columns must continue to the eave/roof line.		Verandahs should be constructed of substantial members to achieve a strong reading to the street.



Balustrade Designs

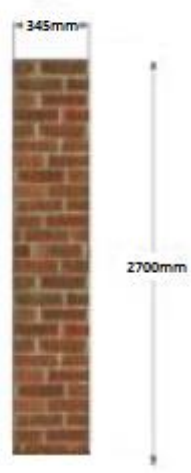
1. Non-compliant glass balustrade
2. Non-compliant moulded concrete or render balustrade
3. Non-compliant steel and wire balustrade
4. Compliant balustrade with masonry corner piers and timber balusters
5. Compliant simple timber balustrade
6. Compliant simple wrought iron balustrade

Also permitted:

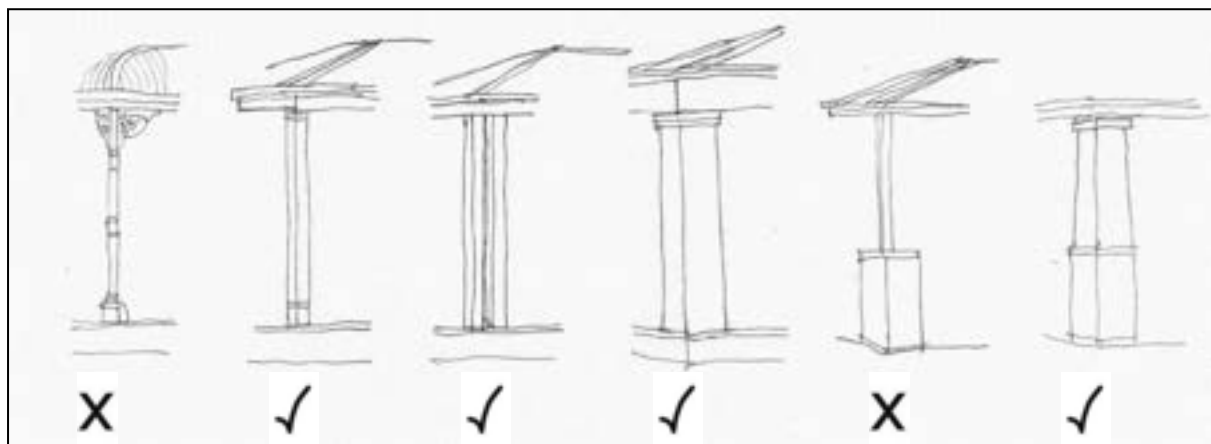
- Simple solid rendered balustrade
- Combination of simple wrought iron with masonry corner piers and deep handrail

Also, not permitted

- Ornate wrought iron, or any cast iron or aluminium panels
- 'Pool fence' style tubular metal balustrades

Item	Configuration	Materials and Colours	Comments
Balustrades			
	Balusters must be vertical. Spaces between balusters must not exceed 125mm The top rail must be a minimum of 1000mm above the finished floor level of the verandah The following balustrades will not be permitted: * Precast cement ornamental balusters * Glass balustrades * Aluminium or iron ornamental lace * Complex timber fretworks * Solid Rendered Balustrade	Wooden balustrades shall be painted a light contrasting colour to generally match windows and trims. Iron balustrades shall be painted black or dark grey. Wrought iron with simple vertical members (hollow or solid sections) are permitted.	
Pergolas			
	Posts to be minimum of 110mm square Beams not less than 180mm x 32mm timber.		Pergolas may be used in place of verandahs, particularly to north facing homes where a verandah may prevent the achievement of the required energy ratings. Pergolas must appear as a substantial and integrated part of the visual character of the home.
Porticos and Balconies	Double storey columns are not permitted. Two tiers of columns may be used if they are backed by two tiers of balcony or verandah. Classical style pediments are not permitted. Circular columns are not permitted Masonry columns must be square or rectangular in plan and have a minimum width of 300mm and a width to height ratio of 1:8. Columns must not be the total depth of the portico or balcony and must be free standing to allow useable access to the area.	Columns may have simple mouldings to top and base.	 Calculation – 1:8 345mm x 8 = 2700mm The minimum height of the column

Brick or rendered piers must not be used on the façade should the neighbouring property on either side have developer approval for a design with brick or rendered piers. Home designers and builders are strongly encouraged to use timber posts throughout the Eynesbury Township.



COMPLIANT AND NON-COMPLIANT VERANDAH POSTS



ACCEPTABLE DOUBLE STOREY COLUMN AND BALUSTRADE TREATMENT

Item	Configuration	Materials and Colours	Comments
Window Awnings			
		Fabric window awnings may be installed, colours may be plain or striped in bands not less than 50 mm wide on a white or off-white background.	
Shutters			
Use of shutters is encouraged, representing a traditional method of sun control and shading.	Shutters must measure half the width of the windows they adjoin, or must be capable of fully covering the window they adjoin. Blades must be not less than 45mm in width. Frames must be not less than 38 mm thick, base rails not less than 90 mm wide, side rails and head rails not less than 50 mm.	Shutters may be manufactured in Timber, PVC or metal. Colours must match window and trim colour. Rolling shutters however, are not permitted	Shutters, if used, must not have a flimsy 'louvre door' appearance and must at least appear to be capable of operation.
Mailboxes			
	Mailboxes must be integrated/concealed within the front fence and provided with street number identification.		

ACCESSORY ELEMENTS: SHUTTERS & AWNINGS



INTERGRATED LETTERBOXES:



General External Accessories

The following items must not be visible from the street, reserves or the golf course.

- Clothes lines
- Split system air-conditioning equipment
- Rubbish Bins
- In-window air conditioners
- Above ground swimming pools

The following items may be visible from the street, but consideration should be given to sensitive siting of these structures:

- Solar panels
- Recreation and play equipment
- Evaporative Cooling Units – To be low profile and located towards to the rear of the dwelling.

BUILDINGS FOR VEHICLE STORAGE GARAGES, CARPORTS & DRIVEWAYS

Many of the allotments at Eynesbury feature rear access lanes, freeing the street frontages from the imposition of garages and the associated crossings and driveways. However, for those allotments that have street frontage access to garages, the following design rules apply:

- The maximum width of the garage facing the street is 6.5 metres – larger garages will be considered on their individual merit. They are to appear as an extension to the façade using windows or similar. **Garages are not to dominate the façade.**
- The garage is to be setback a minimum 960mm from the primary façade of the house
- The garage must match the materials and finishes of the house.
- The roof line of the garage should be attempted to be separated from the roof line of the dwelling
- The garage roof pitch is to match the pitch of the roof to the house, or where a flat roof is provided, a simple (straight) parapet must be provided to conceal the roof as viewed from the street frontage. See Roof Forms Section for more details.
- Garage eave overhangs are to match the overhang of the house. Detached garages must have eaves overhang not less than 450mm.
- Triple garages are permitted on allotments facing rear laneways and on allotments over 20 metres wide. On Front loaded allotments, triple garages must comprise of either one double and one single garage element or three single garage elements with a column or pillar dividing at least two of the elements. The third garage must be setback a minimum 960mm behind the main car garage.

Garages located on lanes or side boundaries must comply with the following controls:

- The garage must be constructed in the same material and palette as the house design
- The garage may have a pitched roof matching the detail and finish of the house, or a flat roof concealed by a parapet (controlled zone only). See Roof Forms Section for more details.
- If a parapet wall treatment is desired above the garage door, the parapet wall must wrap around the sides of the garage extending back not less than 1 metre with a well resolved transition to the pitched roof behind.
- On large lots the garage may be detached and accessed by a drive down the side of the house. If located towards the rear of the lot, fencing and gates must be provided.

Item	Configuration	Materials and Colours	Comments
Garage Appearances			
	Garages are to appear as structures separate to the dwelling, and must not visually dominate the dwellings. Garages shall match the general character, proportion and detail of the dwelling facades style. Long, horizontally proportioned garage doors are not permitted.	Garage doors are to be constructed of timber with a paint finish, or metal as below. Panel lift doors may be constructed in metal but must have a smooth finish. Roller doors are not permitted.	Garages in traditional urban environments are generally either placed to the rear of the site and accessed by a long driveway, or accessed from a lane at the rear of the property. The objective of this control is to ensure that garages do not dominate the presentation of houses at Eynesbury, and that they integrate with the visual character of the precinct.



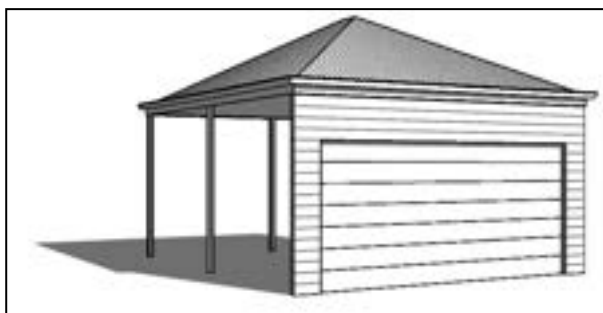
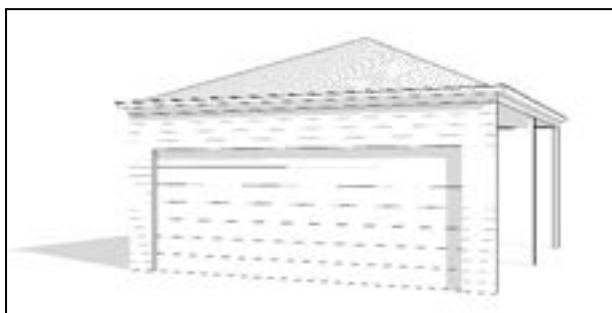
NON-COMPLIANT ROLLER DOOR



COMPLIANT PANELLIFT DOORS



Item	Configuration	Materials and Colours	Comments
Accessory Units			
			Accessory units (ie. student bedrooms or self-contained flats) located on the rear lanes positioned over the garages, are encouraged. Accessory units must comply with the siting guidelines and be designed to match the building facades, in colour and detail.
Carports			
	Carports must be designed with a pitched roof to compliment the façade detail. Carports must only accommodate one car, or two in tandem configuration. Larger forms of these structures are not permitted.	Colours are to match that of the dwelling.	The Eynesbury Style discourages double carports unless in a tandem configuration.
Driveways			
'In' and 'out' driveways	In and out driveways are generally discouraged on all allotments, however the DRP may consider proposals for larger allotments.		
Treatments for Driveways	Driveways must be appropriately edged and adequately landscaped to edges.	Acceptable surface treatments include: *Washed aggregate concrete in stone and grey tones - precast borders optional *Precast pavers in sandstone or light grey tones *Gravel *Granitic Sand *Brick pavers (selected from the materials list) *Plain coloured concrete (Classic allotments only).	



ACCEPTABLE CARPORT DESIGNS



ACCEPTABLE DRIVEWAY MATERIALS

EXTERNAL STRUCTURES

Item	Configuration	Materials and Colours	Comments
Outdoor Structures			
	Outdoor structures are permitted in rear yards, including * Sculptures * Landscape features * Cubby houses and sandpits * Glasshouses * Garden Pergolas * Pool Enclosures * Pools Outdoor structures are permitted in front yards, but limited to: *Small landscape features		Where a pool is adjacent to the Golf Course, appropriate screening is to be provided for privacy
Garden Sheds	Detached Garden sheds are limited to: 3m wide x 6m deep x 2.4m high to the top of the eave/gutter They are to be located within the building envelope. Garden sheds must be pitched to match the dwelling pitch or less	They are to be constructed in colorbond or similar, in colours that complement the dwelling	Details are to be supplied to the DRP for approval including heights, materials and locations Any sheds constructed with an area greater than 10m² must obtain a building permit.
Outbuildings	Detached outbuildings are permitted on lots that are greater than 799m² in area. The outbuilding must be built within the building envelope. Maximum plan dimensions are 6m x 12m. Roof pitch must match the main dwelling. Overall height must not exceed the main dwelling.	Roof and wall materials and colours must match the main dwelling.	Details are to be supplied to the DRP for approval including heights, materials and locations

LANDSCAPING DESIGN CODE

The landscape character at Eynesbury will be generated by three components:

- The existing landscape assets, including significant retained elements such as the Grey Box Woodland.
- New landscaping to public areas such as streetscapes and public parks
- Landscape on privately owned allotments

The first two elements will be installed, maintained and managed by Eynesbury Property Development Pty Ltd, and later by the City of Melton. Private gardens are to be maintained and managed by individual allotment owners. The following regulations and guidelines apply only to landscape on private allotments.

The Landscaping Objective at Eynesbury is to protect and enhance the both the rich cultural historical and environmental significance of the area. The guidelines are implemented to successfully develop a consistent Eynesbury character, and to ensure that vegetation selection and arrangement is appropriate to the development of the Eynesbury Township.

The controls relate to the visual and environmental sensitivity of the site and the desire to build upon the rural aesthetic, homestead character and respond to the adjacent Grey Box Woodland and Werribee River.

1. STREETSCAPES

The streetscape at Eynesbury is viewed as an extension of the residential landscape, and will continue the commitment shown to the locally indigenous vegetation. The blending of streetscape and residential gardens is viewed as integral to developing a consistent Eynesbury character.

2. DESIGNING YOUR GARDEN

Private gardens designs must consist of a minimum of 20% permeable areas. Gardens must be designed with a balance of both lawn and plant species. A minimum of 60% of plants used in the front garden should be locally indigenous plant material. Your garden must be a suitable response to the blending of native and exotic plant species, characteristic of the Australian Country Town character. The use of irrigation systems connected to the recycled water mains is encouraged.

The Eynesbury Township has been designed to suit the nature of the existing Grey Box Woodland. A prohibited plants listing has been created, to avoid introducing potentially damaging weed species.

Synthetic or ‘fake’ grass is not to be used in areas that are visible to public view.

Landscaping to the front of your home must be completed within 6 months of the certificate of occupancy being issued. Refer to your contract of sale for landscaping rebates.



APPENDICES RELATING TO MANDATORY CONTROLS

The following Appendices are Referenced in the Eynesbury Regulations and controls. They are essential supporting documents to the Regulations and Controls

APPENDIX 1 Examples of Application of the Eynesbury Code

APPENDIX 2 Landscape Design Guidelines and Controls

APPENDIX 3 Examples of Garden Designs

APPENDIX 4 Recommended Plants List

APPENDIX 5 Prohibited Plants List

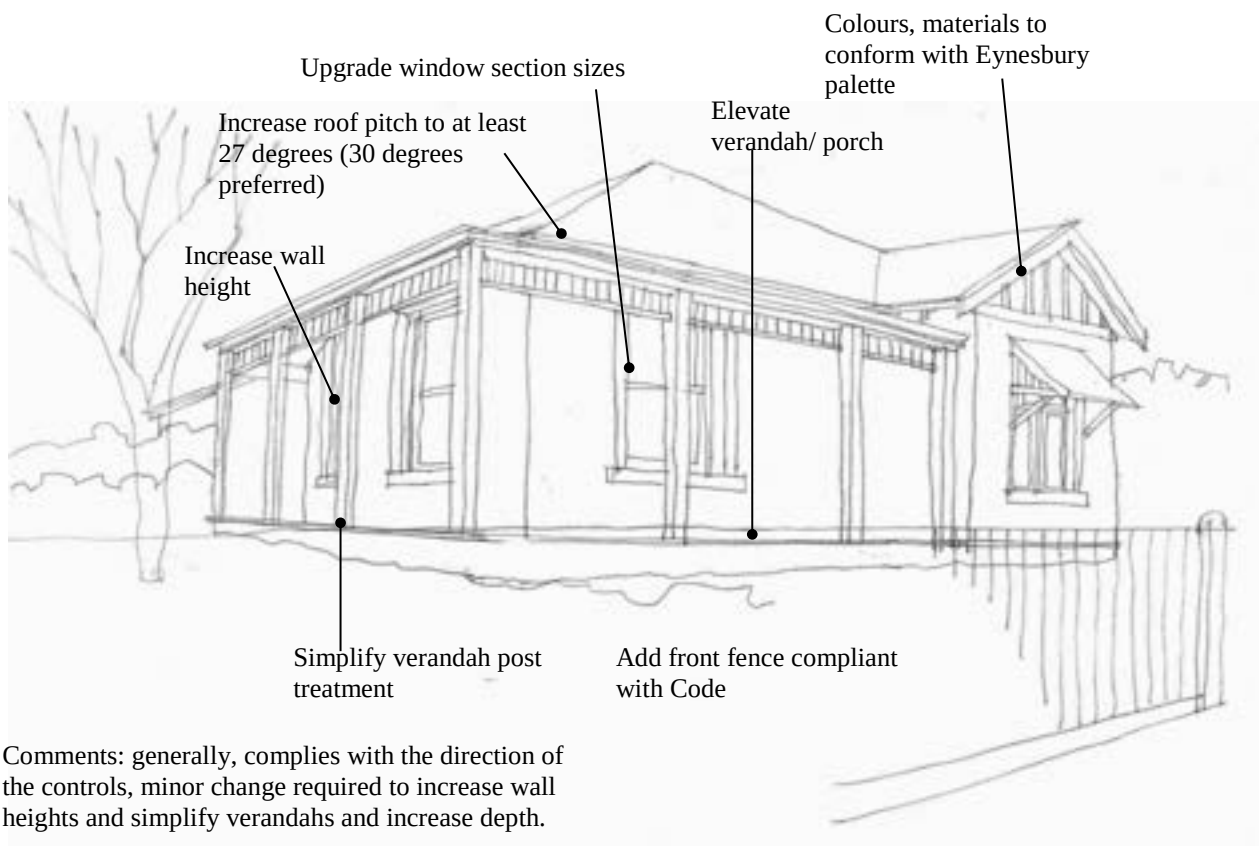
APPENDIX 1. EXAMPLES OF THE APPLICATION OF THE EYNESBURY CODE

The following illustrations show standard contemporary residential designs altered to meet the Eynesbury Code. The annotations highlight areas of non-conformance addressed by the design alterations. In most cases existing designs that are based on a traditional building vernacular can, with some care, be adapted to be compatible with the Australian Country Town character mandated by the Code.

TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE

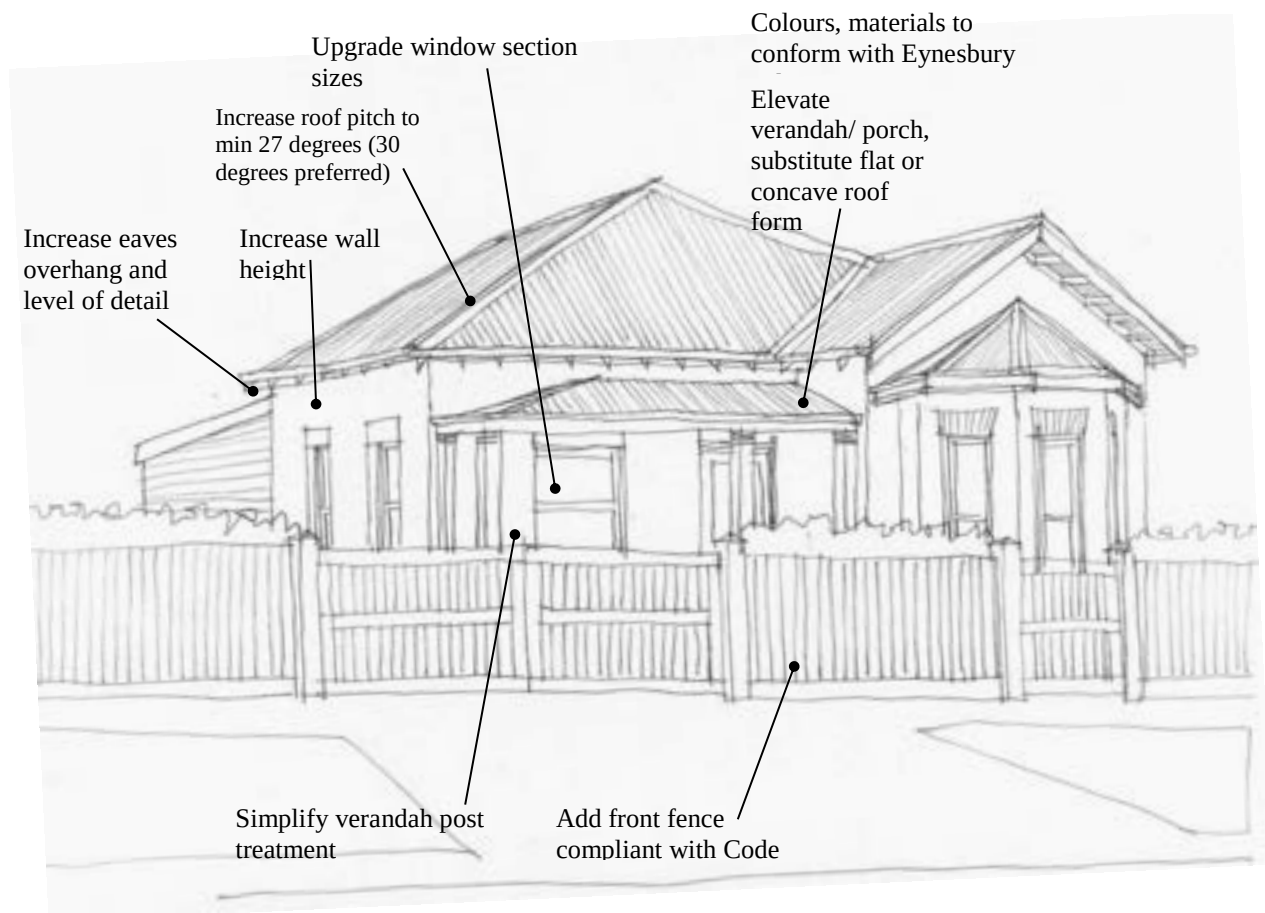


Comments: generally, complies with the direction of the controls, minor change required to increase wall heights and simplify verandahs and increase depth.

TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



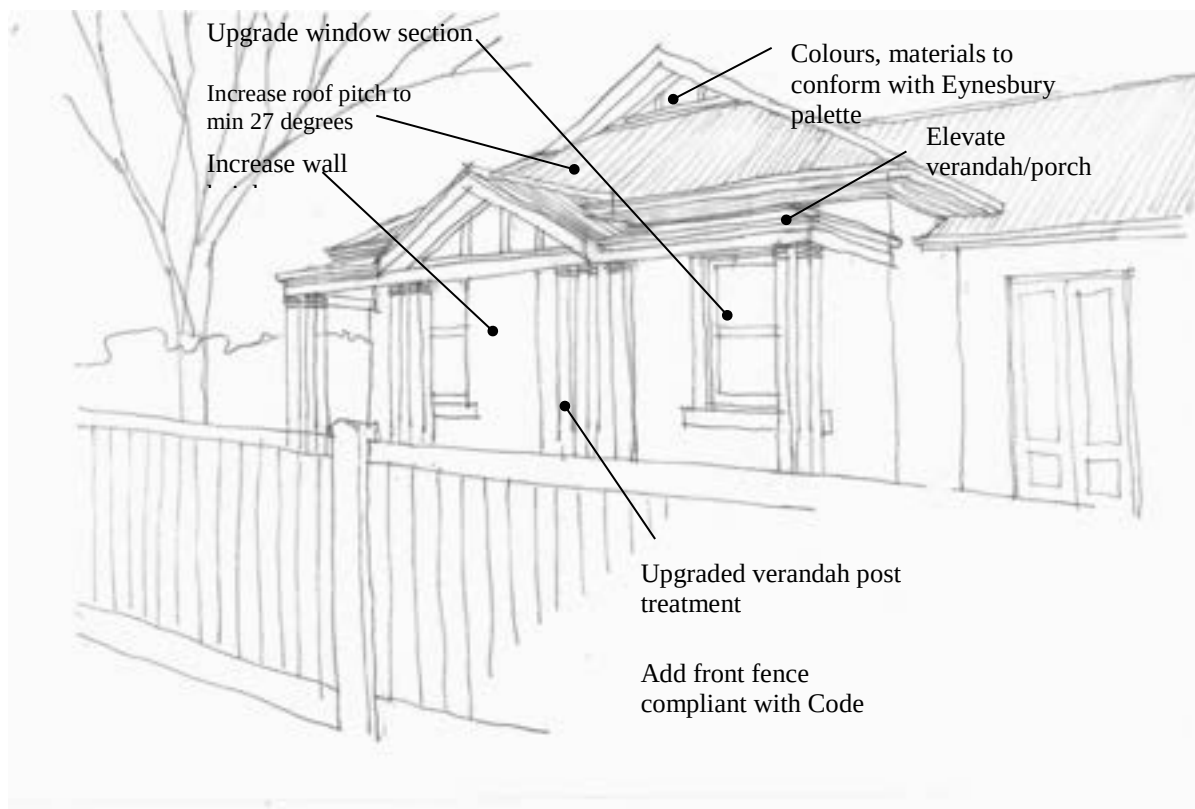
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



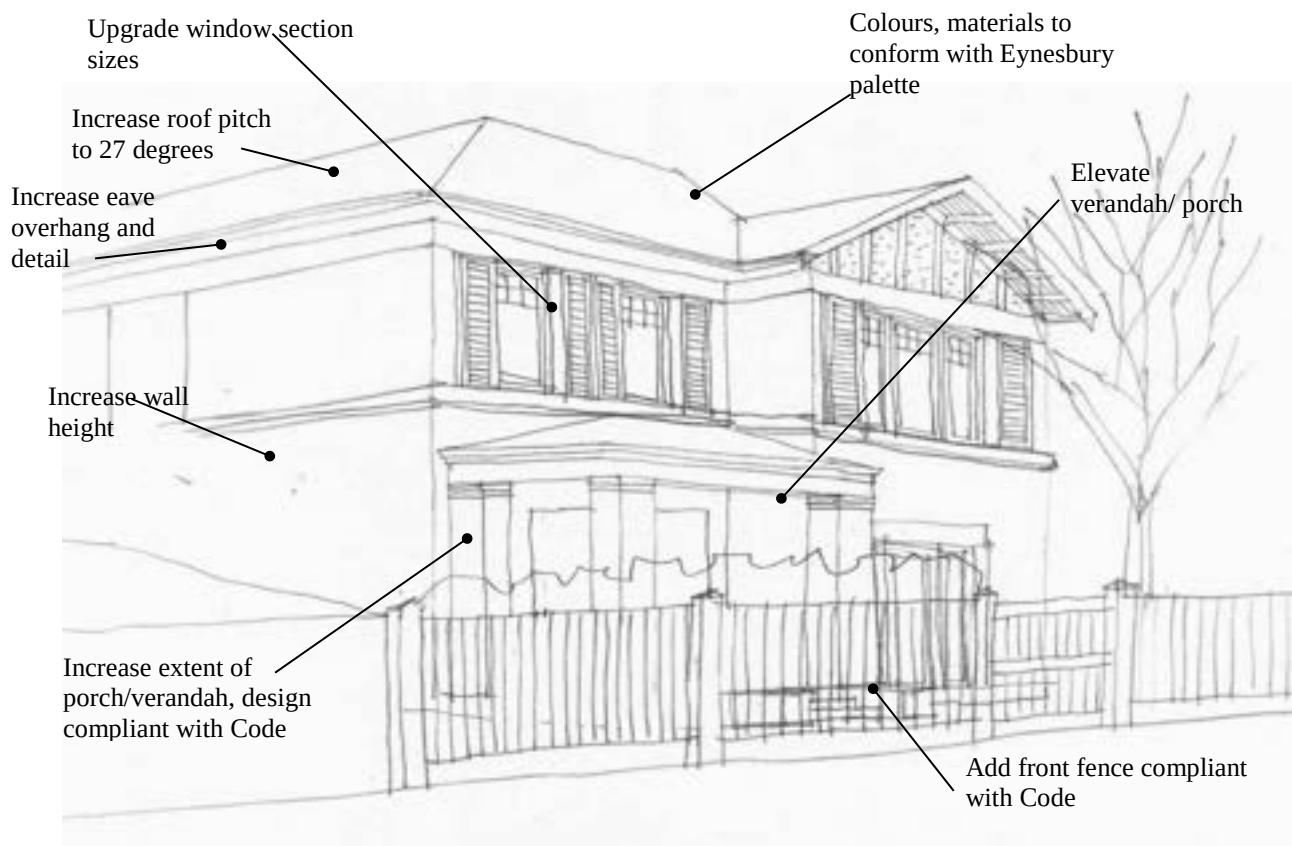
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



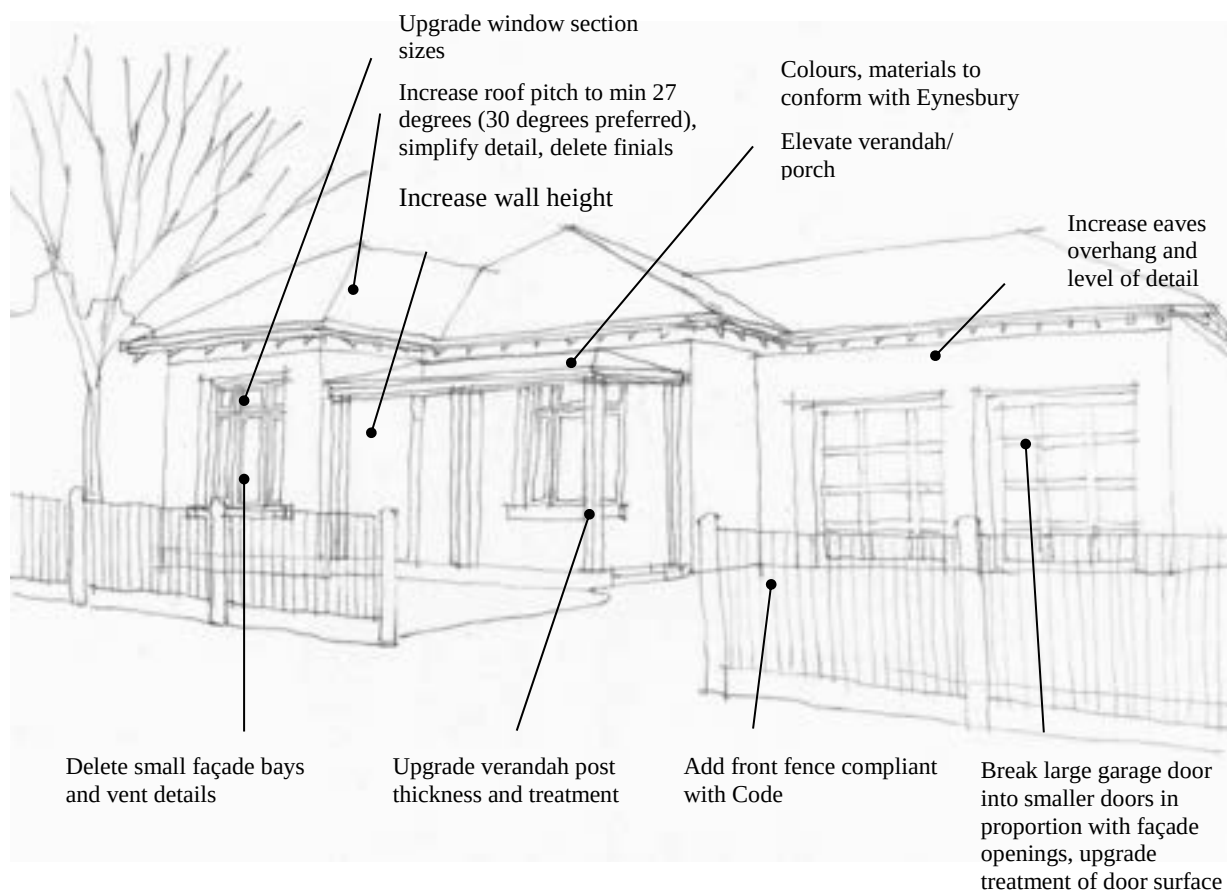
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



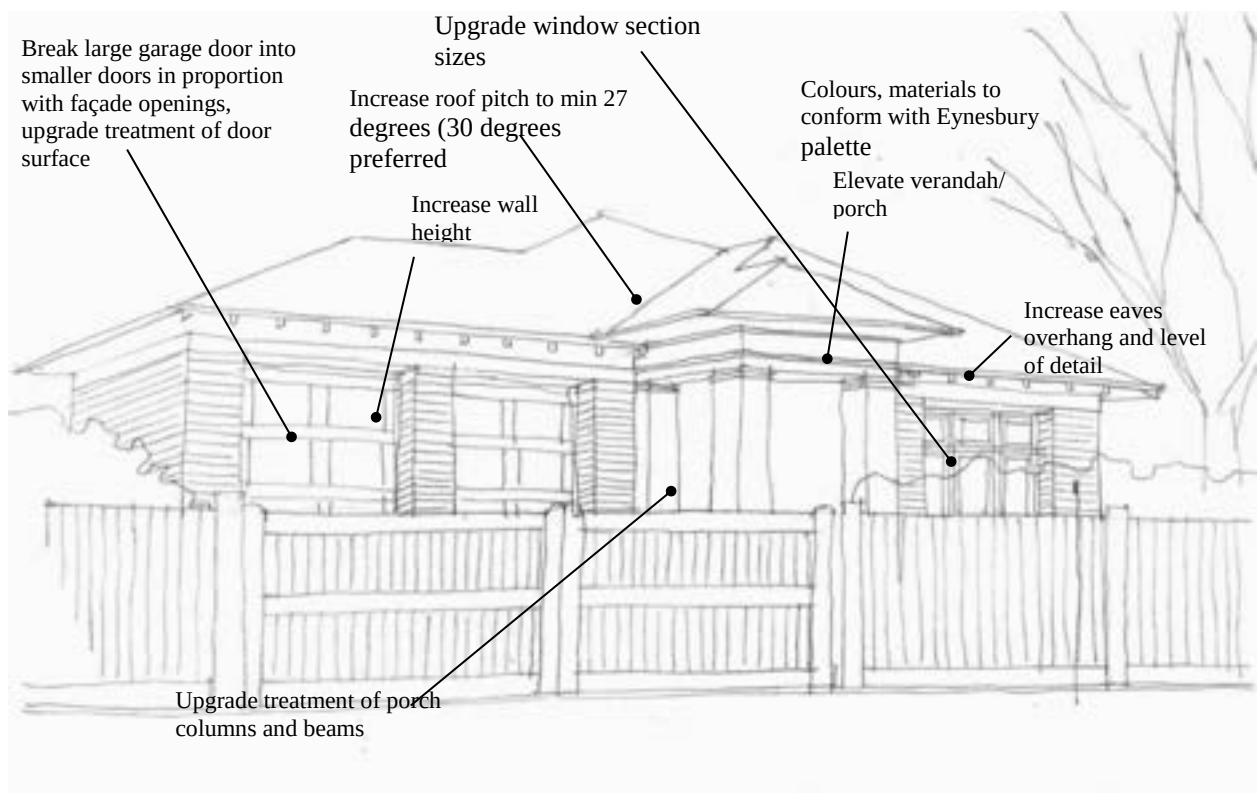
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



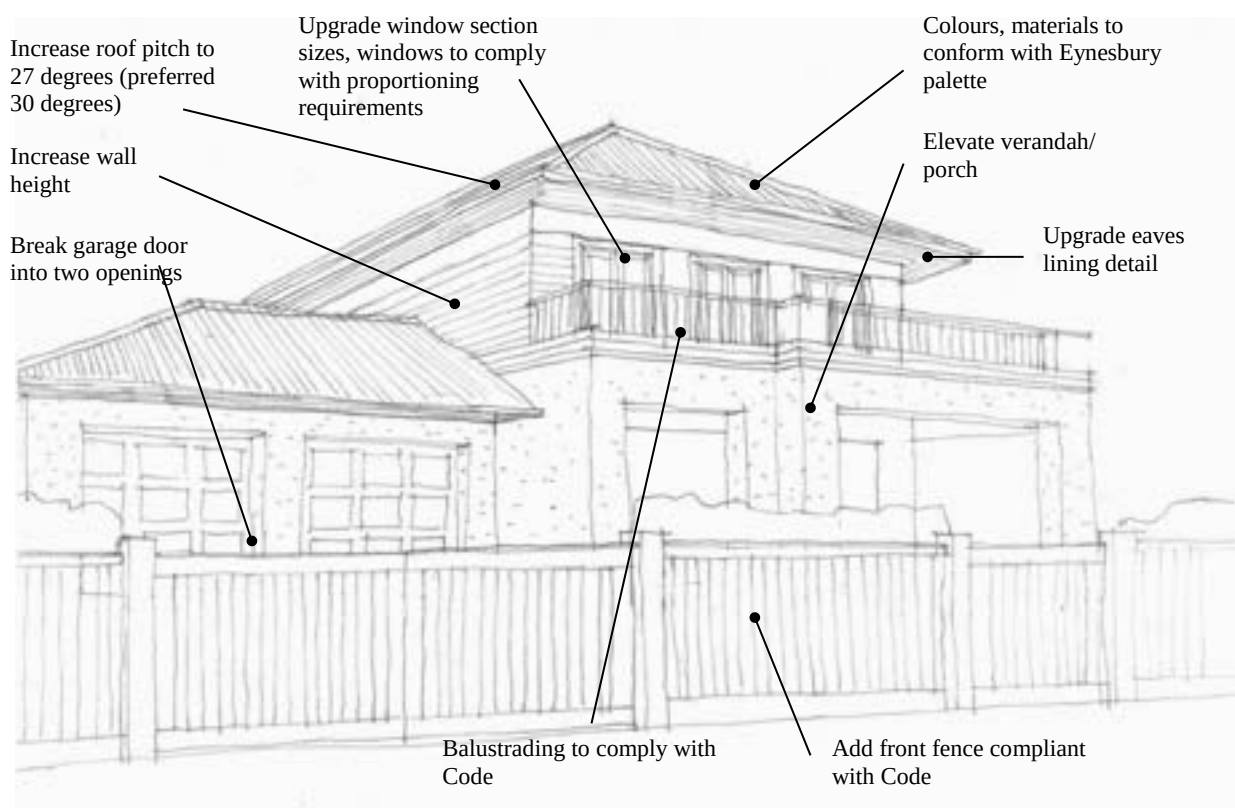
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



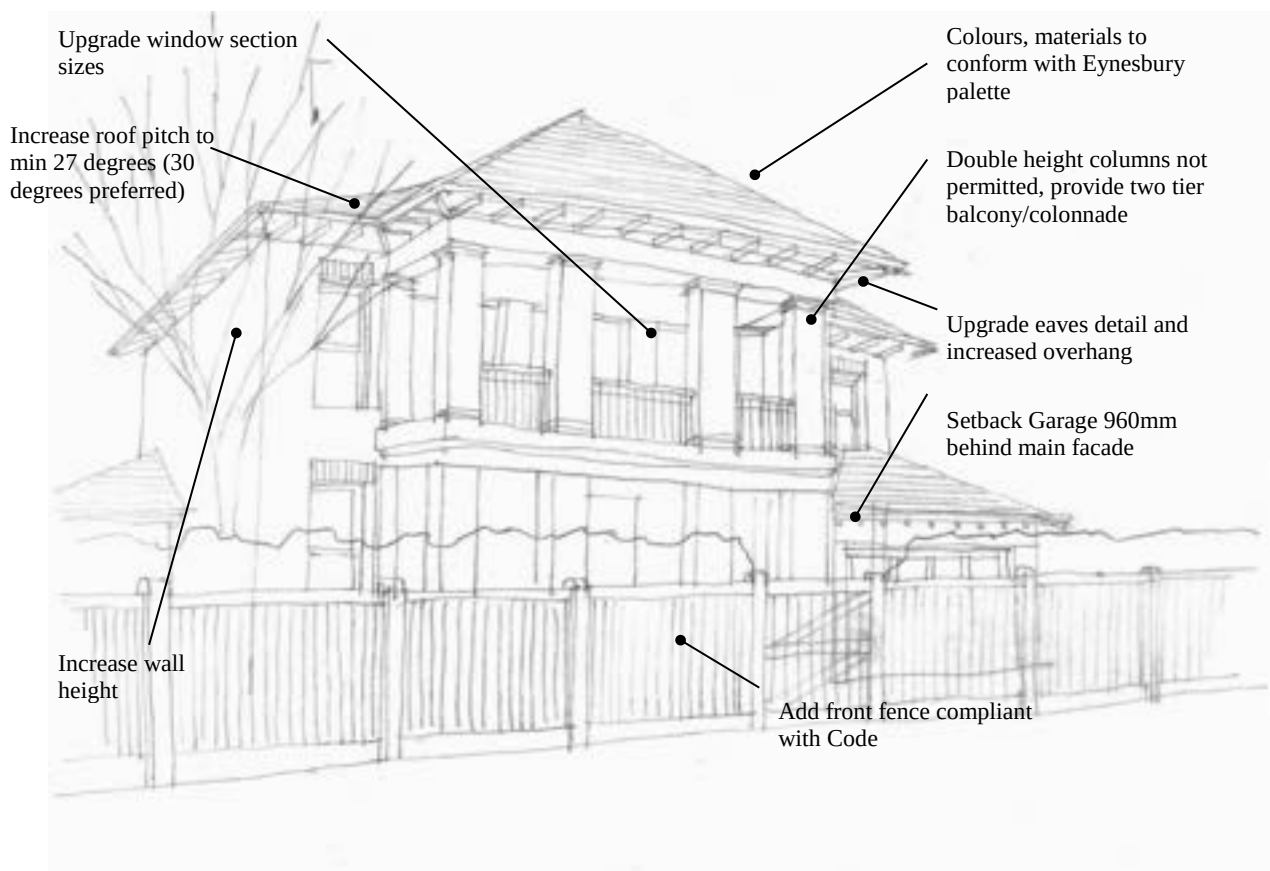
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



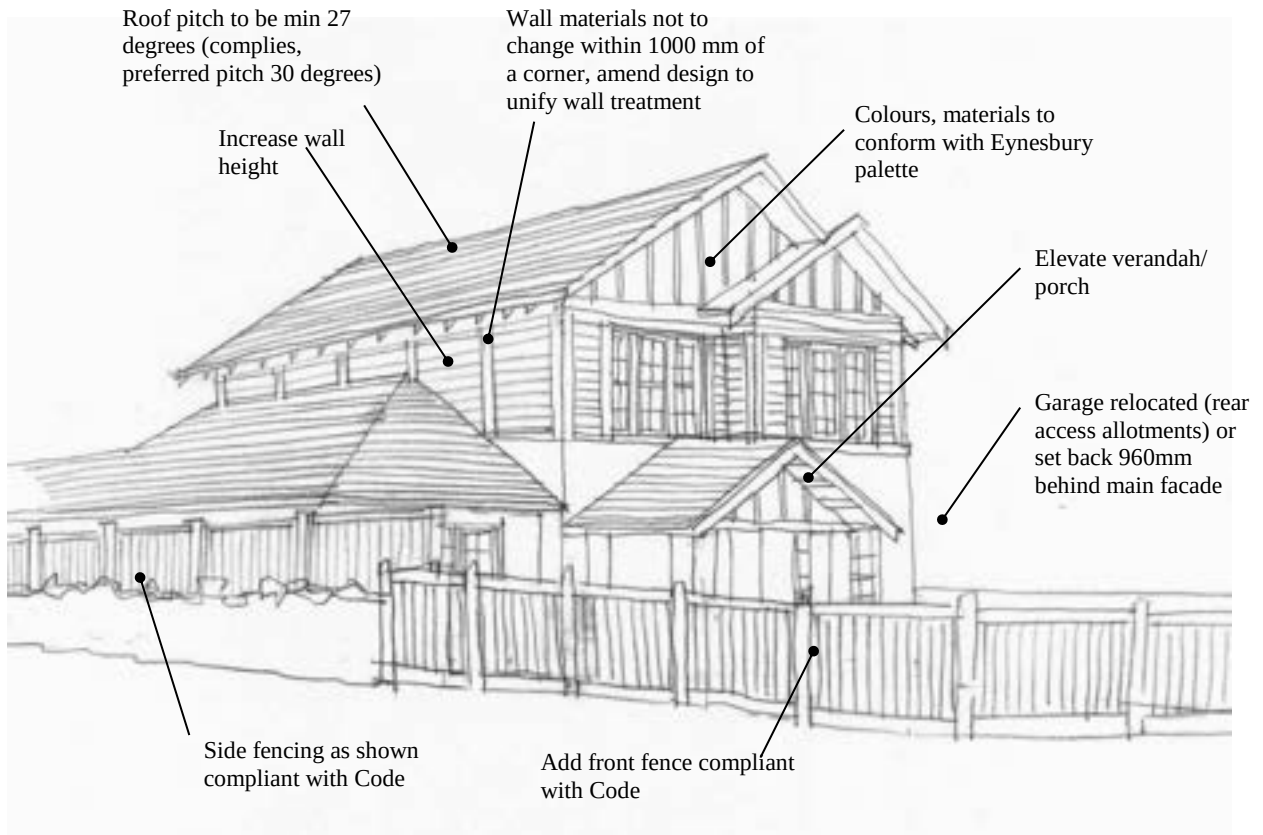
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



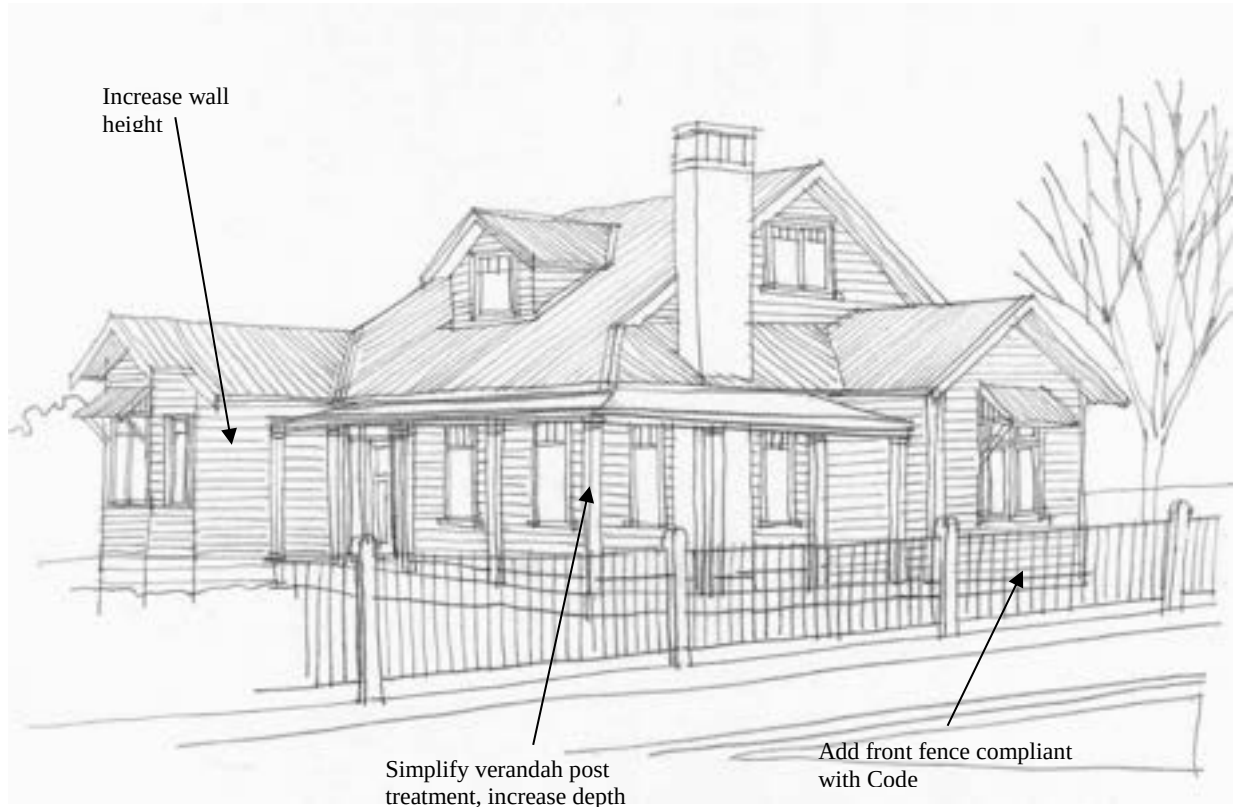
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



APPENDIX 2 LANDSCAPE DESIGN GUIDELINES AND CONTROLS



A 2.1 EYNESBURY LANDSCAPING PRINCIPLES & VISION

Eynesbury is a site of both historical and environmental significance. It is the desire to protect and enhance these rich cultural and environmental sites that the landscape vision draws inspiration.

The following guidelines and vegetation controls aim to establish a framework for the successful development of a consistent Eynesbury character, and to ensure that vegetation selection and arrangement is appropriate to the development of the Eynesbury Township.

The controls relate to the visual and environmental sensitivity of the site and the desire to build upon the rural aesthetic, homestead character and respond to respond to the adjacent Grey Box Forest and Werribee River.

A 2.2 STREETSCAPES AT EYNESBURY

The streetscape at Eynesbury will be characterised by informal and dense native tree plantings that form a continuous canopy along the road.

Additionally, the streetscapes may where appropriate feature the addition of rain gardens/bio-depressions. The rain gardens will collect and partially treat road run-off, while creating an attractive landscape feature. They will be edged with local stone and planted with grasses tussocks and sedges.

The streetscape at Eynesbury is viewed as an extension of the residential landscape, and will continue the commitment shown to the locally indigenous vegetation. The blending of streetscape and residential gardens is viewed as integral to developing a consistent Eynesbury character.

A2.3 VEGETATION CONTROL GUIDELINES

RESIDENTIAL

1. To help achieve the Eynesbury landscaping principles and vision, locally indigenous plant material should comprise a minimum of 60% of the total plant material used in residences. To preserve the local genetic pool all indigenous material should be of local provenance.
2. To avoid introducing potentially damaging weed species, the Eynesbury Prohibited Plant List is to be strictly adhered to. Effort should be made to eradicate any occurrence of prohibited species in a timely and thorough manner.

Whilst the majority of the following guidelines are in general flexible standards and subject to the discretion of the Site Liaison Officer, the above controls are to be adhered to.

A2.4 CLIMATE & SOILS

Although there is often significant local variation in soil types across the Basalt Plains. The soils present at Eynesbury are relatively rich, the result of the many lava flows in the last million or so years from the volcanoes that occurred to the north and west of Melbourne.

These soils are most typically heavy clays, easily waterlogged and often have many lava rocks on or close to the surface. These soil characteristics do not support vegetation well through extended drought periods because of their immense adsorptive capacity. Winters on the plains are often cold and frosty: summers hot and dry. Sub zero nights occur in winter, while temperatures in excess of 38°C with hot, dry north-westerly winds can be expected in summer. Rainfall is spread fairly evenly throughout the year. Falls of between 500-550mm per annum is typical to Eynesbury, which is well below the Melbourne average.

A2.5 THE BENEFITS OF GROWING INDIGENOUS PLANTS

Aside from their ecological benefits, indigenous plants should be planted for their wonderfully diverse and attractive forms. In recent times we have learnt a lot about indigenous and native plants. We better understand their adaptation to local climates and soils, and even their complex relationships to a particular local species. We know that because of their local adaptations that a well-designed indigenous garden will require less maintenance, less water and less work, than a conventional garden.

Take a walk through your local indigenous plant nursery and you will discover a wide range of spectacular flower, bark and foliage types, the rival of most exotic species. More importantly for the home gardener the array of species available today no longer means that going indigenous, unfairly limits your choice of garden style or expression.

Indigenous plants can be used to create a variety of formal and informal garden settings. Indigenous plants have been used to striking effect in gardens ranging in style from cottage to courtyard, to contemporary designs. With very little effort you'll find an indigenous plant perfect for your border, fence, trellis, rockery, lawn or container. The options are endless.



Banksia marginata
Silver Banksia



Chrysocephalum semipapposum
Clustered Everlasting
A valued source of nectar for adult butterflies



Wahlenbergia communis
Tufted Bluebell
Excellent species for massed effect. A great addition to either bush or cottage gardens.

A 2.6 PLANNING YOUR GARDEN

A 2.6.1 EXISTING CONDITIONS

All great gardens have one thing in common, planning. The most important features to consider are those that determine whether your plants live or die. A basic plan of your house and lot is a great place to start. Begin by roughing out the area to scale and identifying north. Next, mark in any existing features, like building envelopes, driveways, taps or existing plants that will be retained. Finally consider the micro-climatic conditions that are prevalent across the site. Identify which portions of the garden are likely to receive sun or shade, additional moisture or even greater exposure to prevailing winds.

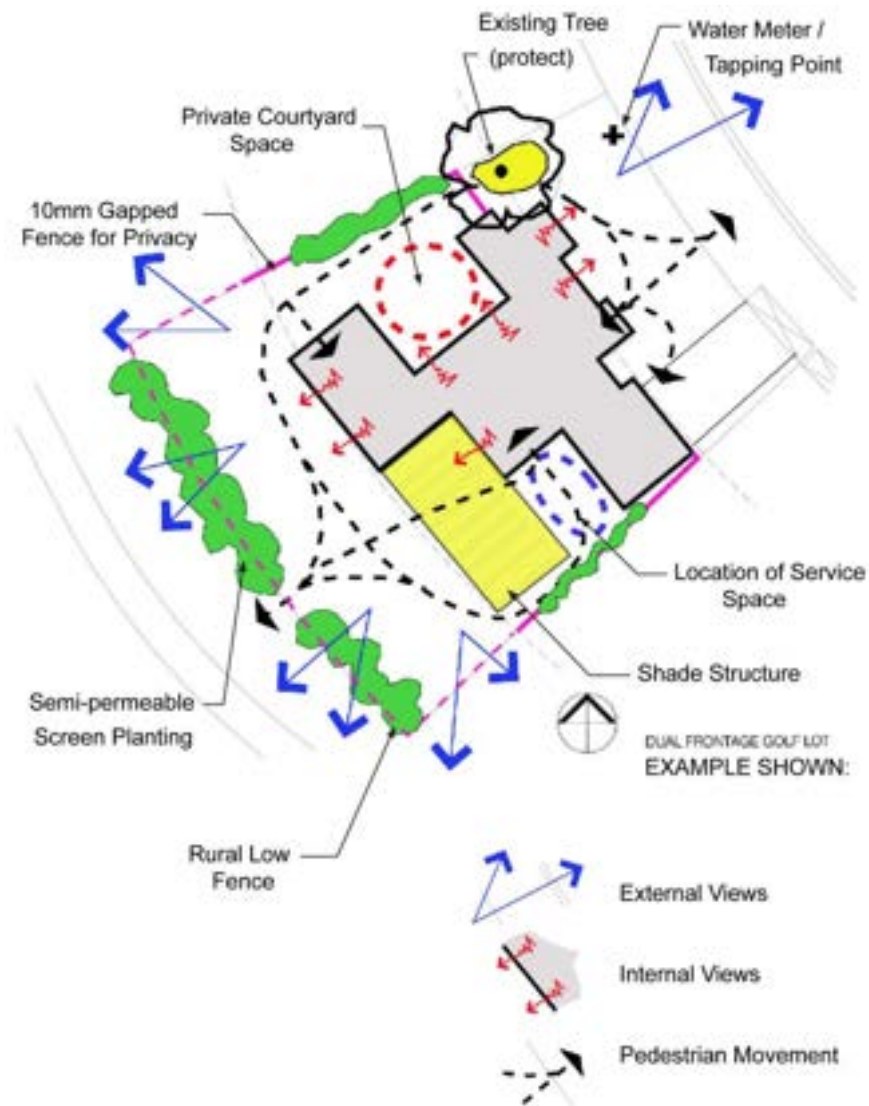
A 2.6.2 DESIGN STYLE

Once the existing conditions are identified, design can begin. Start by considering how the space might be used, by who, and what style and form it might take. Look around for ideas. If unsure, magazines and gardening books can be a great source of inspiration.

When choosing a style, locate the major elements that will define your garden and select plants that will suit the spaces. Some examples of how this might work are included in the following pages, Section 6.3.

- Use plant size at maturity as a guide to prevent over-crowding.
- Pay particular attention to the stated growth requirements or tolerances of the plants you are considering.
- Some may prefer a full sun aspect but may tolerate some shade.
- It is important to match the microclimatic conditions of your garden with the plants you select.

SAMPLE EXISTING CONDITIONS PLAN



A2.7 EXOTIC PLANT SPECIES & EYNESBURY

While the Eynesbury landscape aims to promote the use of indigenous species, exotic plants are not prohibited with the exception of those contained within the Prohibited Species List.

There are a number of circumstances where exotic species useful in design. Deciduous trees can provide protection to patio or entertaining areas in summer, while also enabling desirable light to enter in winter. Deciduous vines can have a similar effect.

Additionally, exotic species can create stunning contrasts when used in conjunction with native species. A selection of those deemed most suitable are included in Section 6.5 Approved Plant List.



Parthenocissus quinquefolia
Virginia Creeper



Kniphofia 'Winter Cheer'
Red Hot Poker



Hebe
'Wiri Jewel'



Eucalyptus caesia subsp. Caesia
Silver Princess

A 2.8 PLANT SOURCING

Local native plants are most commonly available from specialist plant nurseries in the western region. These nurseries typically propagate their stock from plant material sourced from within the region. This is an important distinction, as many species are widespread. Plants bearing the same name, but not grown from local seed are often common to nurseries. The planting of these non-indigenous plants is discouraged as their inclusion can result in the contamination of the local gene pool. The consequence of such contamination can be the eventual loss of often unique local plant forms that have evolved over many thousands of years. Additionally, the non-local forms may not feature the same adaptations and fail to prosper in the landscape. Useful local nursery contacts are provided below.

A 2.9 PLANTING

1. Remove all weeds from the area, and cultivate lightly.
2. Prior to planting, water both the planting hole and pot thoroughly. When soils become dry they can be difficult to re-wet.
3. Gently remove the plant from the pot, taking care to support both its aerial shoots and its root system.
4. Inspect the root system for signs of any roots that are girdling and either tease these gently or sever them cleanly, and remove.
5. Site the plant to its correct depth so that the finished surface of the potted soil sits flush with that of the surrounding and backfill, gently firming the soil in place.
6. Create a well around the newly planted specimen and water.

A 2.10 MULCHING

The use of organic mulch is recommended. Mulches aid with initial weed suppression and help to retain soil moisture, particularly in the dry summer months. A layer of decomposed bark or similar is ideal, and should be spread evenly to depth of between 50-75mm for maximum effect. However, many other suitable products are available and perform the same function. Others worthy of consideration include decomposed granite, pebbles or scoria, mushroom products and sugar cane mulches.

A 2.11 HOW TO BEST PLANT & MAINTAIN INDIGENOUS FLORA

At Eynesbury, the cooler, wetter months from May through October offer the best opportunity to establish plants with a minimum of effort. However, given regular irrigation throughout the summer, then spring or summer can prove successful and offer rapid growth. The addition of water storing granules and a good mulch layer at planting will aide establishment, as will ongoing weed management. While indigenous species have evolved with the local soils, in some cases soil improvement may be required. On heavy clays, the addition of gypsum will benefit plant growth, helping to break up the soil. While similarly coarse sands may require the addition of organic matter to aide with water retention and nutrient supply.

Although indigenous plant species often require less maintenance than non-local species, they still require some care. Natural bush is shaped continuously by processes such as grazing and wild-fire. Processes that many species respond to with renewed vigor. Consequently, pruning can benefit the indigenous garden. Like grazing, pruning promotes new vigorous growth and helps with the maintenance of a compact shape. Similarly, while indigenous plants often possess useful climatic adaptations, in general it will be necessary to water newly planted specimens over at least the first summer to ensure establishment.

A 2.12 OPTIONAL IRRIGATION SYSTEM

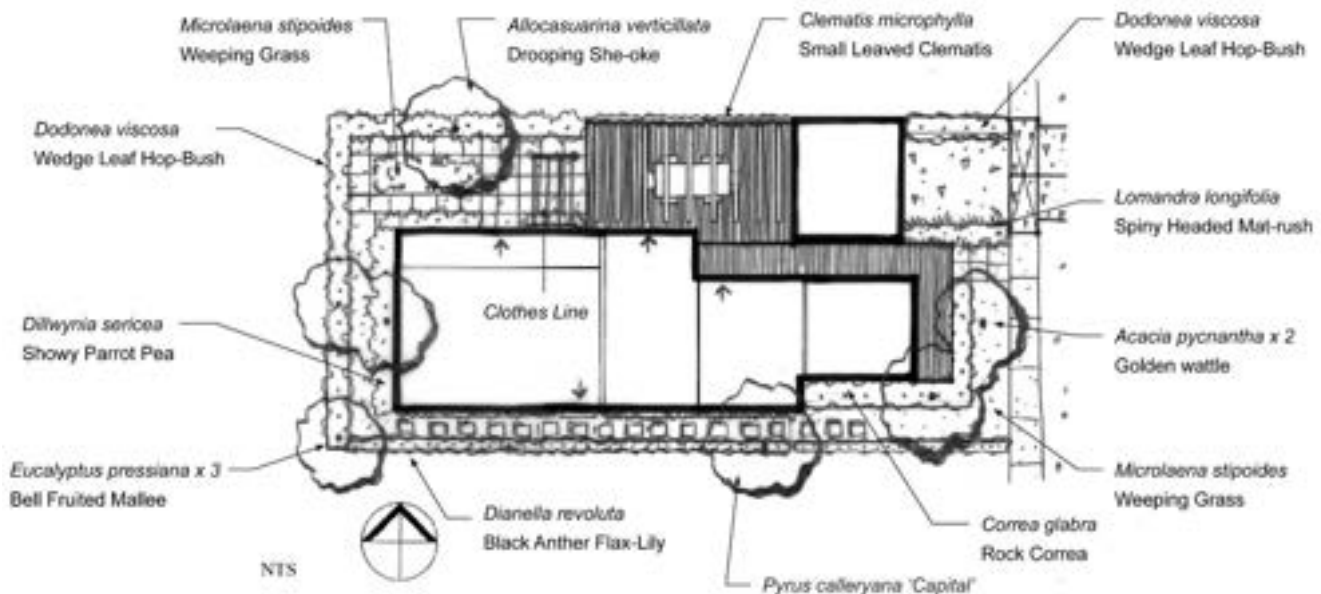
Another consideration when planning your new garden is whether or not to install an irrigation system. Irrigation systems can prove to a great time saving device. Automatic systems can even look after your garden in your absence as well as saving water. Information on what type of system best suits your needs can often be obtained directly at point of sale.

APPENDIX 3. EXAMPLES OF GARDEN DESIGNS

A 3.1 EXAMPLE GARDEN DESIGNS

The following four designs are representative of the diversity of garden styles achievable using an indigenous plant palette. The designs are examples of what is possible within the bounds of a front or rear yard. They provide a useful guide to plant spacing, species selection and some possible plant combinations you might like to try.

A 3.1.1 EAST - WEST ORIENTATED LOT FORMAL DESIGN STYLE

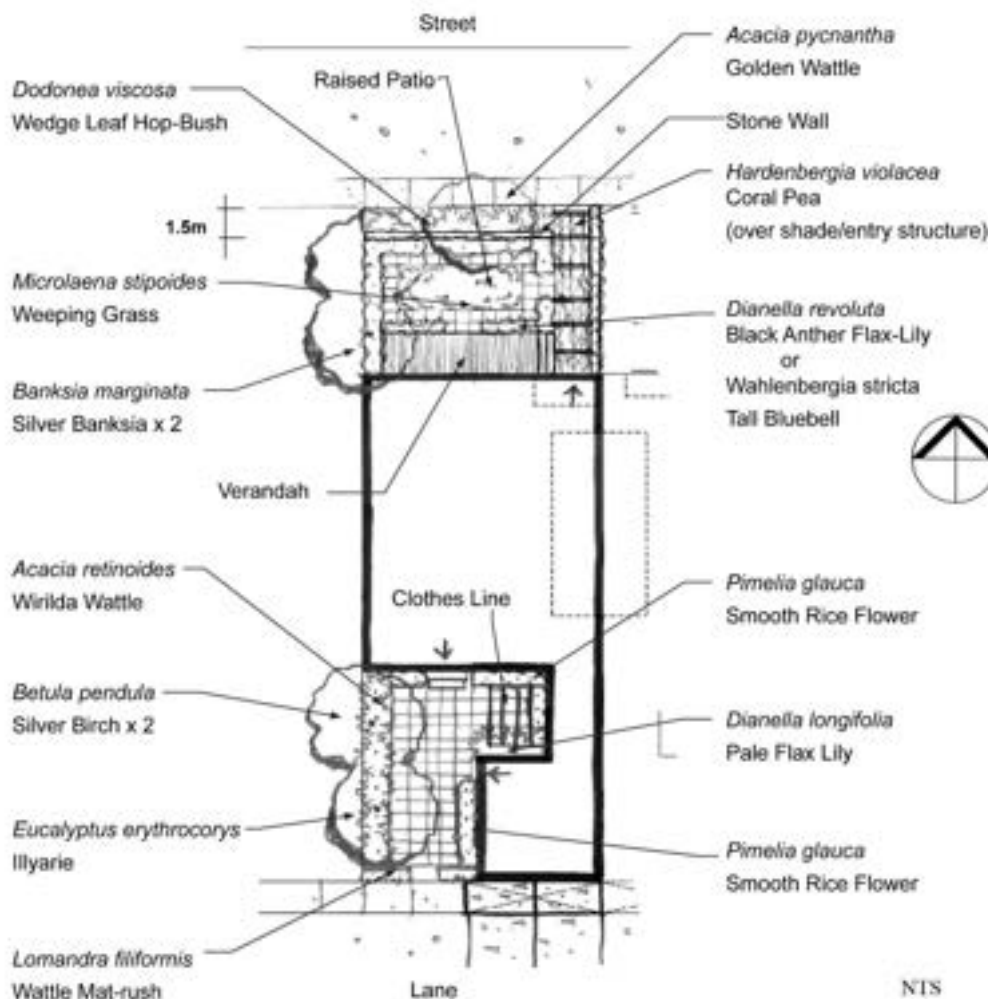


The design features strong lines and a rigid geometrical base. It combines clipped shrubs with contrasting architectural foliage's. The plant palette is intentionally simple. Where screening is required dense shrub species like *Dodonea* have been used. Bordering the deck with covered pergola where space is at a premium, *Clematis* is grown on a trellis to create privacy. Alternatively, the use of deciduous vines like *Parthenocissus* may prove useful in situations like this where protection from summer sun is sought but natural light prized in winter. Where lawn would normally feature *Microlaena* has been substituted. Patios and decks are a fantastic location for potted flowers herbs or striking exotics. The result is a low maintenance garden with a focus on outdoor entertaining. The Clothes line depicted is of the fold-away variety and is positioned in the rear courtyard to limit its visual impact.

A 3.1.2 NORTH FACING TERRACE LOT COURTYARD STYLE

Not unlike the previous formal garden in arrangement the courtyard style differs primarily due to its reduced size and the intimate nature of its spaces. The plant palette is simple, with much of the planting positioned around the garden edge to maximise useable space.

The northern boundary features a clipped hedge of *Dodonea*, behind which a 500mm stacked rock wall is positioned as per the required setback. The effect is the creation of a semi-private space. In addition, both the front verandah and finished patio level are raised to provide a sense of ownership for the occupier. *Microlaena* has been used a lawn substitute. This could be partially paved with *Microlaena* planted between the pavers to soften the finish.



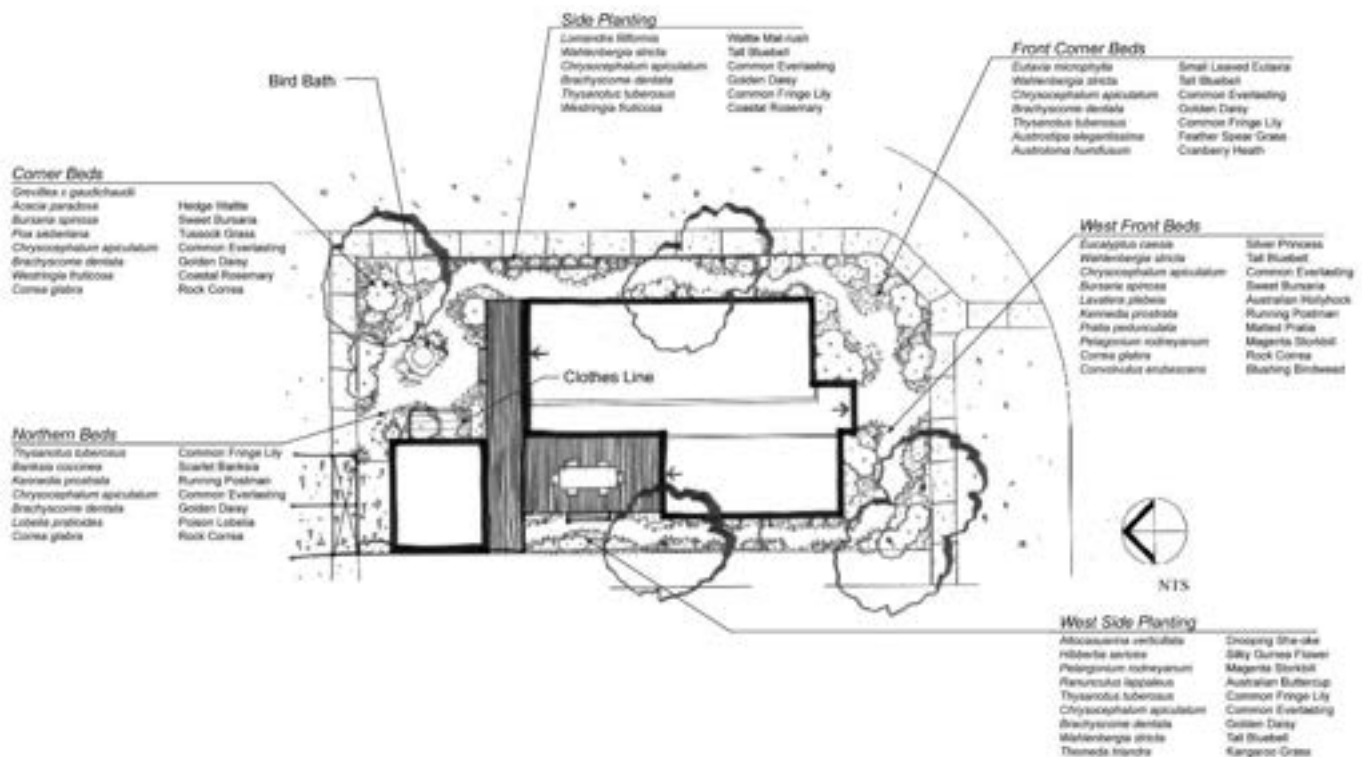
Streetscape Patio Design & Private Space Screen Planting Design

Applicable to North Facing lots. These lots will feature deeper setbacks and the measured use of screening techniques to allow for useable private open space at the front of the house. (Refer to Section 3.2 Residential Siting Controls for Setback information).

In order to cater for public interaction and resident privacy, the following landscape techniques may be used:

- A low barrier fence is allowable, but must be setback 1.5m from the boundary. It may take the form of either a raised planter or stacked stone wall to a height of 500mm.
- In addition, screen planting can be employed to further enhance privacy.
- The patio floor level shall be raised 500mm above ground level to create a sense of ownership for the occupier.

A 3.1.3 NORTH - SOUTH ORIENTATED CORNER LOT INFORMAL COTTAGE DESIGN



Characterised by its floristic diversity, the cottage style garden is created through the dense planting of forbes, grasses and wildflowers. Informal gravel paths are a feature, while a combination of small trees and shrubs provide a height contrast to the lower herbaceous species. Within beds, plants are arranged in ascending height to create depth and visual interest, this is known as layering.

Services like the clothes line are positioned to the rear where their visual impact is minimised. Note particularly the fence corner setback and stepped fence treatment to the east.

A 3.1.4 DUAL FRONTAGE GOLF / OPEN SPACE LOT BUSH GARDEN STYLE



Similar to the cottage style in principle layout, the bush garden however comprises a more natural mix of grasses, groundcovers, shrubs and trees. As with the cottage garden the layering of plants is an important feature. In response to the dual frontage, a semi-permeable planting is featured at the rear to create a measured degree of privacy while also allowing views to the golf course. As in this case the rear of the property is highly visible, the clothes line has been located in a screened courtyard to lessen its impact. For similar reasons fencing to the course boundary is low and rural in character.

A3.2 FEATURE PLANT SPECIES RESIDENTIAL GARDEN TREES

Acacia pycnantha



Golden Wattle

Size: 3-6 x 2-5m

Form: Attractive shrub or small tree.

Comments: Smooth barked with masses of bright yellow flowers, the sickle shaped leaves have prominent central veins. The Australian Floral Emblem.

Silver Banksia

Size: 2-6 x 1-4m

Form: Dense small tree.

Comments: Full sun to partial shade. A valuable source of nectar for wildlife, and an excellent screening plant. Pruning encourages attractive woolly brown new growth.



Banksia marginata

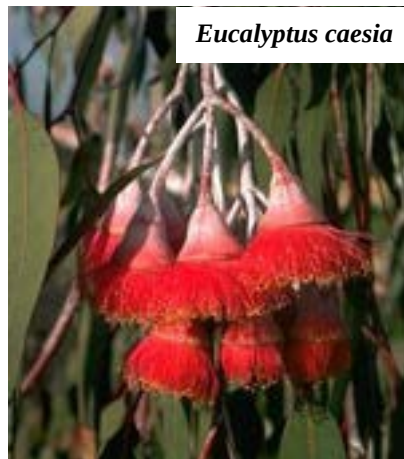
Red Flowering Gum

Size: 4-7 x 4-6m

Form: Open and broadly rounded. Pyramidal with pendulous lower branches when young. Eventually becoming a large tree.

Comments: The leaves turn scarlet (brilliantly so in areas with cooler climatic conditions) in autumn.

Eucalyptus caesia



Silver Princess

Size: 4-6 x 3-7m

Form: Slender, attractive single or multi-stemmed Eucalypt.
Comments: Graceful weeping habit, silver grey to white bark with pendulous red flowers.



Lagerstroemia indica



Eucalyptus ficifolia



***Pyrus calleryana* 'Capital'**

Crepe Myrtle

Size: 4-6 x 3-5m

Form: Upright vase shape.

Comments: Leathery green leaves, turning reddish-orange in autumn. Masses of pale pink flowers to 20 cm long and 20 cm wide in mid-summer to early autumn.

Callery Pear

Size: 10 x 4m

Form: Narrow Columnar and compact.

Comments: A narrow, compact tree with a strong central leader. *Pyrus calleryana* 'Capital' is an excellent choice for narrow restricted areas.



Dianella revoluta

Black Anther Flax Lily

Size: 0.5 x 0.5m

Origin: Widespread grassland, forest and heath sp.

Form: Tufted perennial, spreading by rhizomes.

Comments: Blue star shaped flowers, borne on branched stems to 1metre. August to May. Shiny dark blue berries follow.



Eutaxia microphylla

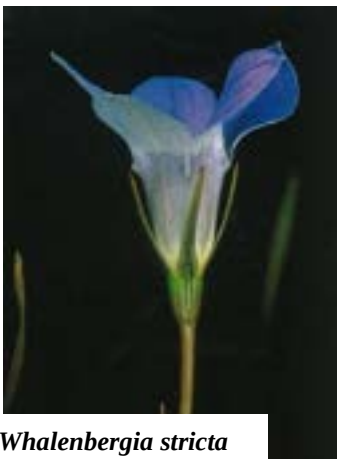
Small Leaved Eutaxia

Size: 1.5 x 1.5m

Origin: Grass and box woodlands.

Form: Upright shrub.

Comments: Profuse yellow and red pea-flowers from August to October.



Whalenbergia stricta

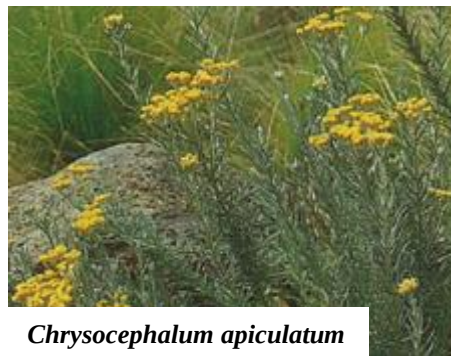
Tall Bluebell

Size: 0.9 x 0.4m

Origin: Found in all states except NT.

Form: Erect clumping branched perennial.

Comments: Light blue flowers with a white throat to 25mm wide, Aug to Jan.



Chrysocephalum apiculatum

Common Everlasting

Size: 0.3 x 1-2m

Origin: Widespread in grassland and dry forest, all states.

Form: Dense spreading herb.

Comments: Terminal clusters of rounded, bright yellow flower-heads most of the year.



Kenedia prostrata

Running Postman

Size: 0.05 x 5m

Origin: Widespread, all Australian states.

Form: Small evergreen groundcover or climber.

Comments: Flowers erect scarlet to crimson, with a yellow base. Bourne in pairs from winter to spring.

APPENDIX 4 RECOMMENDED PLANTS LIST

Medium-Large Trees (12+m)			
Botanic Name	Common Name	HxW	Indig.
Acacia mealnoyxlion	Blackwood	10-20 x 4-15	Yes
Allocasuarina luehmanii	Buloke	5-15 x 5-10	Yes
Eucalyptus melliodora	Yellow Box	10-25 x 8-20	Yes
Eucalyptus microcarpa	Grey Box	10-25 x 10-15	Yes
Eucalyptus ovata	Swamp Gum	8-25 x 8-20	Yes
Eucalyptus viminalis	Manna Gum	10-50 x 8-15	Yes
Zelkova serrata 'Green Vase'		14 x 10	No
Small-Medium Trees (6-12m)			
Botanic Name	Common Name	HxW	Indig.
Acacia dealbata	Silver Wattle	6-12 x 5-8	Yes
Acacia implexa	Lightwood	5-12 x 4-7	Yes
Acacia mearnsii	Black wattle	10 x 8	Yes
Allocasuarina littoralis	Black She-oak	6-8 x 2-5	Yes
Allocasuarina verticillata	Drooping She-oak	6-10 x 3-6	Yes
Betula pendula	Silver Birch	10 x 6	No
Eucalyptus ficifolia	Red Flowering Gum	4-7 x 4-6	No
Jacaranda mimosifolia	Jacaranda		No
Lagerstroemia indica	Crepe Myrtle	4-6 x 3-5	No
Parrotia persica	Persian Witch Hazel	10 x 7	No
Pyrus calleryana 'Capital'		10 x 4	No
Tall shrubs (4-6m)			
Botanic Name	Common Name	HxW	Indig.
Acacia paradoxa	Hedge Wattle	2-4 x 2-5	Yes
Acacia pycnantha	Golden Wattle	3-6 x 2-5	Yes
Banksia marginata	Silver Banksia	2-6 x 1-4	Yes
Callistemon viminalis 'Dawson River'		5-6 x 3-5	No
Eucalyptus caesia subsp. caesia	Silver Princess	4-6 x 3-7	No
Eucalyptus erythrocorys	Illyarrie	4-6 x 4-7	No
Eucalyptus forrestiana	Fuchsia Gum	3-6 x 3-6	No
Eucalyptus pressiana	Bell Fruited Mallee	1.5-4 x 3-6	No
Medium-small shrubs (1-4m)			
Botanic Name	Common Name	HxW	Indig.
Acacia acinacea	Gold-Dust Wattle	2 x 3	Yes
Acacia cognata 'Green Mist'	Weeping Beauty	1 x 2	No
Acacia retinoides	Wirilda Wattle	3-4 x 3-4	Yes

Agave attenuata	Century Plant		No
Argyranthemum 'Hybrid cultivars'	Marguerite Daisies	1.5 x 2	No
Banksia coccinea		3-4 x 2.5	No
Buddleia davidii	Butterfly Bush	2-3 x 2	No
Bursaria spinosa	Sweet Bursaria	2-4 x 2-3	Yes
Callistemon viminalis 'Captain Cook'		1.5 x 1.2	No
Correa glabra	Rock Correa	1-3 x 1-3	Yes
Dodonea viscosa	Wedge Leaf Hop-bush	1-3 x 1-3	Yes
Dillwynia glaberrima	Smooth Parrot Pea	1-2 x 1-2	Yes
Dillwynia sericea	Showy Parrot Pea	1.5 x 1.0	Yes
Eutaxia microphylla	Small Leafed Eutaxia	1.5 x 1.5	Yes
Eutaxia microphylla var diffusa	Mallee Bush Pea	1.2 x 1.2	Yes
Grevillea 'Robyn Gordon'		1.5 x 2.0	No
Hebe 'Hybrid cultivars'		1.5 x 2	No
Hymenanthera dentata	Tree Violet	2-4 x 1-2	Yes
Lavandula angustifolia	English Lavender	1 x 1	No
Lavatera plebeia	Australian Hollyhock	2.5 x 1-2	Yes
Rosmarinus officinalis	Rosemary	1.5 x 1.5	No
Westringia fruticosa 'Wynabbie Gem'	Coastal Rosemary	1.5 x 1.5	No
Low shrubs, Groundcovers, Herbs			
Botanic Name	Common Name	HxW	Indig.
Acrotriche serrulata	Honey Pots	0.5 x 1.0	Yes
Ajuga australis	Austral Bugle	0.3 x 0.5	Yes
Anigozanthus 'Bush Gem' hybrids	Kanagaroo Paw	0.5 x 0.6	
Arthropodium strictum	Chocolate Lily	0.5 x 0.4	Yes
Austroloma humifusum	Cranberry Heath	0.5 x 1.0	Yes
Banksia spinulosa 'Birthday Candles'		0.5 x 1.0	No
Bossiaea prostrata	Creeping Bossiaea	Prostrate	Yes
Brachyscome dentata	Golden Daisy	0.3 x 0.6	Yes
Bulbine bulbosa	Bulbine Lily	0.5 x 0.3	Yes
Calocephalus citreus	Lemon Beauty Heads	0.5 x 1.0	Yes
Chrysocephalum apiculatum	Common Everlasting	0.3 x 1-2	Yes
Chrysocephalum semipapposum	Clustered Everlasting	0.3-1 x 1-3	Yes
Convolvulus erubescens	Blushing Bindweed	0.3 x 0.5	Yes
Cryptandra amara	Bitter Cryptandra	0.6 x 0.5	Yes
Darwinia citriodora	Lemon Scented Darwinia	1.0 x 1.5	No
Dianella longifolia	Pale Flax Lily	0.6 x 0.5	Yes
Dianella revoluta	Black-anther Flax Lily	0.4 x 1.0	Yes

Dichondra repens	Kidney Weed	Prostrate	Yes
Gaura Lindheimeri	Butterfly Bush	1.2 x 1	No
Grevillea x gaudichaudii		Prostrate	No
Hemerocallis 'Hybrid cultivars'	Day Lily	0.4 x 0.5	No
Hibbertia sericea	Silky Guinea Flower	0.6 x 0.6	No
Kennedia prostrata	Running Postman	Prostrate	Yes
Kniphofia 'Winter Cheer'	Red Hot Poker	0.6 x 1.0	No
Lobelia pratensis	Poison Lobelia	Prostrate	Yes
Myoporum parvifolium	Creeping Boobialla	Prostrate	No
Pelargonium australe	Austral Storksbill	0.6 x 1.0	Yes
Pelargonium rodneyanum	Magenta Storksbill	0.3 x 0.5	Yes
Pimelea glauca	Smooth Rice-Flower	0.6 x 0.6	Yes
Pratia pedunculata	Matted Pratia	Prostrate	Yes
Pultenea pedunculata	Matted Bush Pea	Prostrate	Yes
Ranunculus lappaleus	Australian Buttercup	0.5 x 0.2	Yes
Stylidium graminifolium	Grass Triggerplant	0.6 x 0.3	Yes
Thysanotus tuberosus	Common Fringe Lily	0.4 x 0.3	Yes
Wahlenbergia communis	Tufted Bluebell	0.5 x 0.2	Yes
Wahlenbergia stricta	Tall Bluebell	1.0 x 0.5	Yes
Grasses			
Botanic Name	Common Name	HxW	Indig.
Austrodanthonia caespitosa	Common Wallaby Grass	0.4 x 0.4	Yes
Austrodanthonia racemosa	Clustered Wallaby Grass	0.2	Yes
Austrodanthonia setacea	Bristly Wallaby Grass	0.3 x 0.4	Yes
Austrostipa bigeniculata	Tall Spear grass	0.3-1 x 1	Yes
Austrostipa elegantissima	Feather Spear Grass	1 x 0.8	Yes
Carex brevicaulis	Short Stem Sedge	0.2	Yes
Carex inversa	Knob Sedge	0.3	Yes
Carex tasmanica		0.4	Yes
Dietes bicolor		1.2 x 1.0	No
Dietes grandiflora	Wild Iris	1.2 x 1.0	No
Festuca glauca	Blue Fescue	0.3 x 0.3	No
Lomandra filiformis	Wattle Mat-rush	0.3 x 0.3	Yes
Lomandra longifolia	Spiny Headed Mat-rush	1.0 x 1.2	Yes
Microstachya stipoides	Weeping Grass	0.3 x 0.6	Yes
Phormium 'Bronze Baby'	Purple N.Z. Flax	0.8 x 0.6	No
Poa labillardierei	Tussock Grass	0.8 x 1.2	Yes
Poa sieberiana	Tussock Grass	0.3 x 0.4	Yes
Themeda triandra	Kangaroo Grass	0.4 x 0.8	Yes
Xanthorrhoea minor	Small Grass Tree	0.6 x 1.0	Yes
Rushes and sedges			
Botanic Name	Common Name	HxW	Indig
Amphibromus nervosus	Swamp Wallaby Grass	0.25	Yes
Juncus bufonius	Toad Rush	0.3 x 0.3	Yes
Juncus flavidus		1.0 x 1.0	Yes
Climbers			

Botanic Name	Common Name	HxW	Indig.
Clematis microphylla	Small leaved clematis		Yes
Hardenbergia violacea	Coral Pea		No
Hibbertia scandens	Snake Vine		No
Parthenocissus quinquefolia	Virginia Creeper		No
Vitus coignetiae	Ornamental Grape Vine		

APPENDIX 5 PROHIBITED PLANTS LIST

Botanic Name	Common Name
<i>Acacia baileyana</i>	Cootamundra Wattle
<i>Acacia longifolia</i> var. <i>longifolia</i>	Sallow Wattle
<i>Acacia sophorae</i>	Coast Wattle
<i>Acer pseudoplatanus</i>	Sycamore Maple
<i>Agapanthus praecox</i>	Agapathus
<i>Agrostis capillaris</i>	Brown Top Bent Grass
<i>Allium triquetrum</i>	Society Garlic
<i>Alstroemeria aurea</i>	Alstroemeria
<i>Cardaria draba</i>	Hoary Cress
<i>Coprosma repens</i>	Mirror Bush
<i>Cotoneaster</i> sp.	Cotoneaster
<i>Crataegus monogyna</i>	Hawthorn
<i>Crocsmia</i> x <i>crocsmiiflora</i>	Montbretia
<i>Cynara cardunculus</i>	Artichoke Thistle
<i>Cytisus</i> sp.	Broom
<i>Echium plantagineum</i>	Paterson's Curse
<i>Foeniculum vulgare</i>	Fennel
<i>Fraxinus</i> sp.	Desert and Claret Ash
<i>Freesia leichtinii</i>	Freesia
<i>Gazania</i> sp.	Gazania, African Daisy
<i>Genista</i> sp.	Broom
<i>Hakea suaveolens</i>	Sweet Hakea
<i>Hedera helix</i>	Ivy
<i>Holcus lanatus</i>	Yorkshire Fog
<i>Ilex aquifolium</i>	Holly
<i>Ipomoea indica</i>	Morning Glory
<i>Juncus acutus</i>	Sharp Rush
<i>Juncus effusus</i>	Soft Rush
<i>Leptospermum laevigatum</i>	Coastal Tea-tree
<i>Lonicera japonica</i>	Japanese Honeysuckle
<i>Lycium ferroissimum</i>	Boxthorn
<i>Melaleuca armillaris</i>	Giant Honey Myrtle
<i>Nassella neesiana</i>	Chilean Needle Grass
<i>Nassella trichotoma</i>	Serrated Tussock Grass
<i>Oenothera glaziovana</i>	Evening Primrose
<i>Passiflora mollissima</i>	Banana Passionfruit
<i>Pennisetum alopecuroides</i>	Swamp Foxtail Grass
<i>Pennisetum clandestinum</i>	Kikuyu
<i>Pennisetum villosum</i>	Feathertop
<i>Physalis viscosa</i>	Prairie Ground Cherry
<i>Pittosporum undulatum</i>	Sweet Pittosporum
<i>Polygala myrtifolia</i>	Myrtle Leaf Milk-wort
<i>Prunus cerasifera</i>	Cherry Plum
<i>Pyracantha crenulata</i>	Pyracantha
<i>Rosa rubiginosa</i>	Sweet Briar

Rubus fruticosus	Blackberry
Salix sp.	Willow
Solanum sp.	Nightshades
Sollya hetrophylla	Bluebell Creeper
Tradescantia sp.	Wandering Jew
Ulex europaeus	Gorse
Vinca major	Blue Periwinkle
Zantedeschia aethiopica	Arum Lily

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Land Victoria.

Document Type	instrument
Document Identification	AG193889Q
Number of Pages (excluding this cover sheet)	20
Document Assembled	05/03/2014 23:38

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.



**Owners Corporation
Notification of making, amendment or
revocation of rules
Section 142 Owners Corporation
Act 2006**

AG193889Q

14/11/2008 \$49.90 OCAR



OC 27 (12/07)

Lodged by: Strataworld (Vic) Pty Ltd
Name: Bryan Forby
Phone: ~~9670 3500~~ **9620 2688**
Address: PO Box 187 Clifton Hill 3068
Reference:
Customer Code:

Owners Corporation Number 2 Plan number 543210

Supplied with this notification is:

1. The consolidated copy of the rules of the Owners Corporation currently in force.
2. If applicable, the special resolution passed on 12 March 2008 under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: **14/11/08**

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.

The common seal of Owners Corporation Number 2 Plan number 543210 was affixed in accordance with Section 21 of the Owners Corporation Act 2006 in the presence of:

.....
Lot Owner Company Director

Full name Eynesbury Holdings Pty Ltd

Address **Level 2, 600 VICTORIA STREET RICHMOND 3121**

Caroline Ruth Barton
Company Secretary



The sole lot owner is Eynesbury Holding Pty Ltd and the signatory is a director of Eynesbury Holdings Pty Ltd and is authorised by the owner to execute documents on behalf of the owner.

For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street Melbourne 3000, Phone 8636 - 2010

Eynesbury

Rules of Owners Corporation No. 2

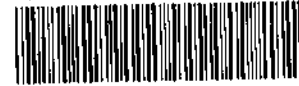
Plan No. PS543210K

AG193889Q



AG193889Q

14/11/2008 \$49.90 OCAR



1	Definitions	1
2	Interpretation of these Rules	3
3	Construction Works on Lots	5
4	Use of Common Property and Development	6
5	Development and use of Lots	7
6	Appearance and maintenance of Lots	7
7	Animals and pets	8
8	Rubbish	8
9	Alterations to Common Property	9
10	Letting	9
11	Security	9
12	Signs	10
13	Owners Corporation Services	10
14	Owners Corporation Fees	10
15	Insurance	11
16	Rights of entry	11
17	Roads and Common Property	11
18	Supervision, caretaking and letting	12
19	Proximity to Golf Course	12
20	Golf Course fence	13
21	Compliance with Laws	13
22	Proximity to agricultural uses	13
23	Recycled water	14
24	Non-compliance	14
25	Interference with exclusive and special rights	15
26	Eynesbury Design Guidelines	15
27	No objection	15
28	Position of Original Developer	15
29	Display Lots	16
30	Community Association	16
31	Environmental Management Plans	16
32	Contact details	16
33	Correspondence	17
34	Behaviour of Occupiers and Invitees	17
35	Severability	17

AG193889Q

14/11/2008 \$49.90 OCAR



Rules of Owners Corporation No.2 PS543210K

Note

The *Owners Corporations Act 2006* (**Act**) provides for the management, powers and functions of the Owners Corporation, the general duties of members, meetings and administration of the Owners Corporation, dispute mechanisms, insurance and other miscellaneous matters. The *Owners Corporations Regulations 2007* (**Regulations**) prescribe classes of prescribed owners corporations, certain insurance requirements, when an owners corporations register must be established and other miscellaneous matters.

These rules must be read in conjunction with the Act the Regulations and the Model Rules contained in Schedule 1 of the Regulations. If the Owners Corporation does not make any rules or revokes all of its rules, then the Model Rules apply to it. To the extent that the Model Rules provide for a matter and the rules of the Owners Corporation do not provide for that matter, the Model Rules relating to that matter are deemed to be included in the rules of the Owners Corporation.

1 Definitions

In these Rules:

Act means the *Owners Corporations Act 2006* and includes the Regulations.

Club House means the part of the Development used as a club house for the Golf Course and includes facilities associated with the club house.

Common Property means common property no. 2 on the Plan of Subdivision.

Community Association means the Eynesbury Community Association Inc.

Council means where applicable each of the City of Wyndham, the Shire of Melton and their successors.

Development means the whole of the land in the Plan of Subdivision (other than lot 1).

Environmental Management Plans means any Environmental Management Plan or similar document approved by the Council from time to time for any part of the Development.

Eynesbury Design Guidelines means the design guidelines specified by the Eynesbury Design Review Panel as being applicable to the Development or any part of the Development.

Eynesbury Design Review Panel means:

- (a) the panel of that name appointed by the Original Developer from time to time; or

- (b) if no panel exists as contemplated by **paragraph (a)**, the panel of that name appointed by the Community Association from time to time (which may be a committee or sub-committee of the Community Association); or
- (c) if no panel exists as contemplated by either **paragraph (a)** or **paragraph (b)**, the Committee of that name appointed by the Owners Corporation from time to time.

Golf Course means any part of the Development used from time to time as a golf course.

Golf Course Fence means a fence on or near a common boundary with the Golf Course.

Golf Course Lot Owner means the owner for the time being of the Golf Course.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes the Council.

Invitee means a tenant, contractor, employee, guest or invitee of a Member or of an Occupier.

Letting means a lease, licence, grant of occupancy rights or parting with possession other than to a Relative.

Lot means a lot shown on the Plan of Subdivision which is affected by the Owners Corporation.

Manager means the manager appointed from time to time by the Owners Corporation under clause 119 of the Act.

Member means a member of the Owners Corporation.

Occupier means any person occupying or in possession of a Lot and can include a Member.

Original Developer means Eynesbury Holdings Pty Ltd ACN 105 628 993 or any owner of undeveloped land within the Development who Eynesbury Holdings Pty Ltd nominates in writing to the Owners Corporation to be the Original Developer for the purposes of these Rules in substitution for Eynesbury Holdings Pty Ltd.

Owners Corporation means Owners Corporation no. 2 PS543210K.

Plan of Subdivision means plan of subdivision no PS543210K.

Planning Scheme means the Wyndham Planning Scheme and the Melton Planning Scheme as applicable and includes those planning schemes as varied from time to time.

Recreation Area means any recreation area forming part of the Common Property.

Regulations means the Owners Corporation Regulations 2007.

Relative has the same meaning as in section 3 of the *Duties Act 2000*.

Sale or Sell includes a sale, agreement to sell, the granting of a option and a transfer.

Section 173 Residential Owners Corporation Agreement means the agreement to be entered into between the Community Association, Woodhouse Pastoral Company Pty Ltd, the Owners Corporation and the Wyndham City Council and the Melton Shire Council respectively.

Special Resolution has the same meaning as in the Act.

Vegetation includes grass, lawn, garden, trees, shrubs, plants and flowers.

Works means:

- (a) construction of or alteration to buildings, fences or other improvements;
- (b) changing the external appearance of any building, fence or other improvement; including by painting, rendering or any application to the surface;
- (c) planting or removal of Vegetation,

but does not include:

- (d) internal changes to a previously constructed building where the external appearance of the building is not affected; or
- (e) changes to Vegetation, so long as the Eynesbury Design Guidelines are complied with.

2 Interpretation of these Rules

2.1 General

- (a) These Rules are to be interpreted having regard to the objectives of the Original Developer to:
 - (i) enhance the amenity and value of every Lot and the Development;
 - (ii) ensure compliance with the Eynesbury Design Guidelines;
 - (iii) ensure compliance with the Section 173 Agreements; and
 - (iv) provide for the proper management of the Owners Corporation.
- (b) The obligations and restrictions in these Rules must be read subject to any rights that may be lawfully given to any person or persons (including, without limitation, any Member) by the Owners Corporation from time to time under any lease, licence or other agreement entered into by the Owners Corporation, and to the extent of any inconsistency any such rights prevail over these Rules.
- (c) To the extent that these Rules provide for matters dealt with in any restrictive covenant, section 173 agreement or the like, these Rules do not restrict or limit the rights or obligations of a Member or the Original Developer under any such covenant or agreement.

AG193889Q



2.2 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a right includes a benefit, remedy, discretion or power;
 - (vi) time is to local time in Melbourne;
 - (vii) "\$" or "dollars" is a reference to Australian currency;
 - (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
 - (x) this document includes all schedules and annexures to it; and
 - (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document;
- (g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

2.3 Headings

Headings do not affect the interpretation of this document.

AG193889Q

14/11/2008 \$49.90 OCAR



3 Construction Works on Lots

- (a) Before commencing any Works, each Member must ensure that the Works:
 - (i) have received all requisite approvals from all Governmental Agencies; and
 - (ii) have received the prior written consent of the Eynesbury Design Review Panel under the Eynesbury Design Guidelines.
- (b) Members acknowledge that they may be required to pay a fee to the Eynesbury Design Review Panel to consider any request for consent.
- (c) Each Member who is carrying out Works on a Lot must:
 - (i) make all efforts during construction to minimise inconvenience to other Occupiers;
 - (ii) allow persons authorised by the Eynesbury Design Review Panel or the Owners Corporation to inspect the progress of the construction of Works to ensure compliance with these Rules and the consent granted under the Eynesbury Design Guidelines;
 - (iii) immediately rectify any non-compliance with these Rules or the Eynesbury Design Guidelines specified in a notice in writing given by or on behalf of the Eynesbury Design Review Panel;
 - (iv) immediately make good at that Member's cost any damage caused by the conduct of the Works to Common Property, a neighbouring Lot or the Development;
 - (v) take reasonable measures to protect Vegetation on the Lot and adjoining footpaths;
 - (vi) without limiting Rule 8, adhere to good practice for the recycling of refuse materials and coordinate with the refuse disposal arrangements adopted from time to time by the Council, the Owners Corporation or the Community Association;
 - (vii) not permit construction vehicles and construction workers' vehicles to be parked in the Common Property or elsewhere in the Development in a manner which may cause a nuisance to other users or occupiers of the Development; and
 - (viii) where the Works include construction of a building or other substantial construction, cause to be effected and maintained during the period of the Works a contractor's all risks insurance policy to the satisfaction of the Owners Corporation and deliver a copy of the policy and a certificate of currency to the Owners Corporation on request.
- (d) A Member who is carrying out Works on a Lot must ensure that each person involved in the conduct of those works is aware of and complies with the requirements of these Rules.

AG193889Q



- (e) This **rule 3** does not apply to Works which are being carried out by or on behalf of the Original Developer.

4 Use of Common Property and Development

- (a) Each Member must not in the Common Property or in any other part of the Development (including within the Member's Lot, where another part of the Development will be affected):
 - (i) do or allow to be done anything which may cause a nuisance to or unreasonably interfere with any Occupier;
 - (ii) make or permit to be made any undue disturbance or noise, including music;
 - (iii) do or permit anything which might mark, deface or cause structural or other damage to any services, improvements or other items;
 - (iv) interfere with any personal property vested in the Owners Corporation;
 - (v) move any article in a way which is likely to cause damage or obstruction;
 - (vi) operate or permit to be operated any device or electronic equipment which interferes with any domestic appliance lawfully in use;
 - (vii) use or interfere with any fire safety equipment except in the case of an emergency;
 - (viii) damage any Vegetation;
 - (ix) directly instruct any contractors or tradespeople employed by the Owners Corporation unless so authorised;
 - (x) obstruct lawful use by any Occupier or by any person authorised by the Owners Corporation.
- (b) Each Member must not:
 - (i) use the Common Property other than in accordance with the directions of the Manager and the Owners Corporation;
 - (ii) hold or allow to be held any public auction on the Common Property without the permission of the Manager;
 - (iii) use for their own purposes as a garden or place any improvements in any portion of the Common Property or any road reserve or public footpath, unless under a lease or licence from the Owners Corporation or the Council as the case may be; or
 - (iv) carry out any Works on the Common Property without the prior written approval of the Owners Corporation.

AG193889Q

14/11/2008 \$49.90 OCAR



5 Development and use of Lots

Each Member must not:

- (a) use or permit a Lot to be used for any purpose which may be illegal, immoral or injurious to the reputation of the Development or may cause a nuisance or hazard to any Occupier or Invitee;
- (b) operate or permit the operation of any business on or from the Member's Lot other than a use approved by the Owners Corporation, which approval (if given) may be given subject to conditions;
- (c) make or permit to be made any noise (including music) on that Member's Lot (other than reasonable construction noise) which may be heard outside that Member's Lot where the noise breaches any regulation or guideline of the Environment Protection Authority, the Council or any other relevant body or authority;
- (d) carry out or cause to be carried out on a Lot or on any road or any other land in the vicinity of a Lot or on Common Property, any dismantling, assembling, repairs or restorations of vehicles, boats or the like unless carried out at the rear of a residence on a Lot in a location which is screened from public view;
- (e) store any property of any kind on a vacant Lot unless appropriately screened in a manner satisfactory to the Manager; or
- (f) require the Owners Corporation to contribute to the cost of a dividing fence between the Member's Lot and the Common Property.

6 Appearance and maintenance of Lots

- (a) Each Member must at that Member's cost:
 - (i) maintain that Member's Lot and all fences, retaining walls, buildings and other improvements in good order and condition (including promptly repairing any damage which occurs);
 - (ii) ensure that no vermin or pest infestation occurs on the Member's Lot; and
 - (iii) ensure that the Lot and all Vegetation on the Lot is so kept and maintained as not to be offensive in appearance nor be a fire risk or health hazard to other Occupiers through the accumulation of excess rubbish, uncut Vegetation or otherwise. In particular, but without limiting the foregoing, each Member must not permit grass on that Member's Lot to at any time be higher than 150mm or any other height required by any fire management plan applying in respect of the Development.
- (b) Each Member must not keep inside that Member's Lot any item which, when viewed from outside the Lot, is not in keeping with the rest of the Development.

AG193889Q

14/11/2008 \$49.90 OCAR



- (c) Except with the prior written consent of the Owners Corporation and the Community Association and in compliance with the Eynesbury Design Guidelines, each Member must not:
 - (i) attach to or hang from the exterior of a building on that Member's Lot any aerial, television or radio antenna, satellite dish or any security device or wires; or
 - (ii) use any blinds, curtains or other window coverings which are not of a standard which the Manager considers appropriate.

7 Animals and pets

In accordance with the requirements of the Council and the Regulations, each Member:

- (a) must not keep an animal or pet of any kind on the Common Property;
- (b) must not keep cats on that Member's Lot;
- (c) must ensure that animals kept on the Member's Lot are clean and well cared for;
- (d) must not keep any animal on a Lot after being given notice in writing by the Owners Corporation to remove the animal because it is dangerous or causing a nuisance; and
- (e) must promptly clean up all animal droppings and similar waste deposited by a Member's animal in any part of the Development.

8 Rubbish

Each Member must:

- (a) not deposit or throw on the Common Property any rubbish, dirt or other material;
- (b) except where the Owners Corporation provides some other means of disposal for garbage, maintain a receptacle for garbage within that Member's Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, in a clean and tidy condition adequately covered and screened from view except on collection days;
- (c) comply with all requirements of Governmental Agencies relating to the disposal of garbage;
- (d) not accumulate rubbish on their Lot;
- (e) ensure that the health, hygiene and comfort of all Occupiers of other Lots are not adversely affected by that Member's storage or disposal of garbage; and
- (f) ensure that rubbish bins are removed from the street on the same day that they are emptied.

AG193889Q

14/11/2008 \$49.50 OCAR



9 Alterations to Common Property

- (a) Each Member must not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuildings of any kind on the Common Property without the written approval of the Owners Corporation and the Eynesbury Design Review Committee.
- (b) Any alteration made to Common Property or to a fixture or fitting attached to Common Property by any Member or Occupier of a Lot, whether made or attached with or without the approval of the Owners Corporation, must, unless otherwise provided by resolution of a meeting of the Owners Corporation, be repaired and maintained by the Member or Occupier of the Lot which obtained the approval.
- (c) Each Member agrees that the Owners Corporation's contribution to any dividing fence between that Member's Lot and any Common Property will be nil.

10 Letting

- (a) Before a Letting of a Lot commences, each Member must give notice in writing to the Manager so that the Manager is at all times aware of the identity of all Occupiers (other than Members) of each individual Lot. This Rule 10(a) is primarily for security reasons.
- (b) A notice under this Rule must provide details of the Members' Lot, the full names of the Occupiers and the period of occupation.

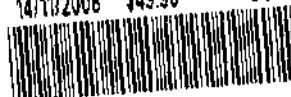
11 Security

- (a) Each Member must comply with the reasonable requirements of the Manager regarding the security of the Common Property and their dwelling.
- (b) Each Member must observe any requirements made by the Owners Corporation relating to the use of any access keys or intercom or other system that may apply to access over the Common Property or Community Association property.
- (c) The Owners Corporation may take all reasonable steps to ensure the security of that part of the Development affected by the Owners Corporation from intruders and to preserve the safety of that part of the Development affected by the Owners Corporation from fire or other hazard and, if it considers it necessary or desirable, the Owners Corporation may:
 - (i) close off or restrict access on either a temporary or permanent basis to any part of the Common Property not required for access to a Lot;
 - (ii) permit, to the exclusion of Members, any part of the Common Property to be used by any security person as a means of monitoring the security of the Development; and
 - (iii) organise a security monitoring patrol.

AG193889Q

14/11/2008 \$49.90

OCAR



12 Signs

- (a) A Member must not erect or display any sign, board or advertising of any description whatsoever on a Lot or Common Property or elsewhere in the Development without first obtaining the approval of the Owners Corporation and the Eynesbury Design Review Panel with regard to the size, position and content of the sign, board or advertising and the time for which it may be erected or displayed.
- (b) No signs, boards or advertising may face the Golf Course. They may only face the road.
- (c) This rule does not apply to:
 - (i) builder's signs which are authorised by the Original Developer;
 - (ii) letting and "for sale" signs erected by any estate agent engaged by the Owners Corporation or the Community Association; or
 - (iii) one "For Sale" sign on a Lot which is in accordance with any requirements issued by the Eynesbury Design Review Panel.

13 Services to members

For the purposes of providing services to its members, the Owners Corporation may, provided that the cost to the consumer does not exceed the cost that would have been charged to the consumer by an alternative utilities or service provider:

- (a) charge fees in accordance with Rule 14 (including to recover costs or expenditure incurred by the Owners Corporation pursuant to the agreements or arrangements referred to in rule 13(b)); and
- (b) enter into management, letting, services, utilities (including bulk billing), facilities maintenance, caretaking, community services and similar agreements or arrangements with any person or group (including the Original Developer or a related corporation of any one or more of the Original Developer)

14 Owners Corporation Fees

- (a) The fees set by the Owners Corporation to cover recurrent expenditure must be paid in advance by each Member according to their Lot liability at intervals determined by general meetings from time to time (or, if no other determination is made, quarterly).
- (b) Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.
- (c) If any fees remain outstanding after the dates specified in Rules 14(a) and 14(b), the Owners Corporation may charge interest on such fees calculated daily at the maximum rate permitted by the provisions of the Owners Corporations Act 2006 and its regulations .

AG193889Q

14/11/2008 \$49.90 OCAR



15 Insurance

- (a) The Owners Corporation shall effect and keep current in respect of all improvements made to the Common Property, property damage and public liability insurance in an amount nominated by the Owners Corporation from time to time (which must be at least the minimum amount prescribed by law). The Owners Corporation shall also effect and keep current insurance for any other areas or obligations which the Manager considers it prudent for the Owners Corporation to insure (including insurance for Owners Corporation committee members acting in that role).
- (b) The insurance shall be taken out with a reputable insurance company and will be on terms usually provided for in such insurance cover.
- (c) Unless the Owners Corporation resolves to take out insurance, each Member is solely responsible for the insurance of that Member's Lot including all property and its improvements, fixtures, electrical equipment, carpets and drapes within the Lot as well as insurance for public liability in respect of the Lot.
- (d) Each Member must not do or permit anything which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation.

16 Rights of entry

On receiving reasonable notice from the Owners Corporation, the Community Association or any utility provider, each Member must allow the Owners Corporation, the Community Association or the utility provider and any contractors, sub-contractors, tradespeople and other persons authorised them, the right of access to that Member's Lot (which, in the case of a Lot occupied under a residential tenancy agreement, must not be less than that period of notice required to be given by a landlord under section 85 of the *Residential Tenancies Act 1997*) for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to that Member's Lot or to an adjoining Lot, Common Property or another part of the Development.

17 Roads and Common Property

Each Member must:

- (a) not obstruct the roadways, pathways and drives in the Common Property or the Development or any easement affecting the Common Property or the Development or use them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided;
- (b) not park on the Common Property or any road (whether public or private) except for casual, temporary parking;
- (c) not permit any truck, large commercial vehicle with solid enclosed tray, caravan, campervan, boat, trailer, mobile home or any other vehicle or structure determined by the Owners Corporation from time to time on to:

AG193889Q

14/11/2008 \$49.90 OCAR



- (i) the Common Property or any road (whether public or private); or
- (ii) any Lot unless it is not visible from any part of the Common Property or another Lot or elsewhere in the Development;
- (d) not permit any occupation of a caravan on a Lot;
- (e) not apply for, seek, participate in, support or vote in favour of any proposal to alter, restrict or affect unlimited rights of access across those parts of the Common Property set aside as roadways or pedestrian walkways to any Lot without the prior written consent of the Community Association.

18 Supervision, caretaking and letting

- (a) With the approval of any relevant Governmental Agency, any Lot or any part of the Common Property or the Development nominated by the Original Developer may be used for the purposes of:
 - (i) Supervision and arrangement of caretaking and maintenance of the Development;
 - (ii) the Sale and Letting of Lots; and
 - (iii) the provision of services to Occupiers (including under any agreement referred to in Rule 13(b)).
- (b) The Owners Corporation has power to grant the right to carry on upon the Development the business of Letting of Lots and for that purpose may enter into an appropriate agreement on such terms and conditions as the Owners Corporation determines appropriate.

19 Proximity to Golf Course

Each Member acknowledges that:

- (a) the Development may include the Golf Course;
- (b) the Member is aware of the risks associated with the positioning and use of buildings near the Golf Course (including the intrusion of golf balls);
- (c) the Member releases the Owners Corporation, the Original Developer, the Golf Course Lot Owner and the Owners Corporation for the Golf Course and shall keep each of them indemnified against any claim for loss or damage arising from:
 - (i) the proximity of the Lot to the Golf Course;
 - (ii) loss or damage of any kind caused by golf balls striking persons or property within the boundaries of the Lot or striking a Member, an Invitee or a Member, an Occupier of the Member's Lot or an Invitee of that Occupier anywhere on the Development; and
 - (iii) the use or entry onto the Golf Course and Club House by the Member and the Member's Invitees on any basis;

AG193889Q

14/11/2008 \$49.90

OCAR



- (d) the decision to purchase the Member's Lot was based on the Member's own investigations and that no representations were made by or on behalf of the Golf Course Lot Owner, the Original Developer, the Owners Corporation or the Owners Corporation for the Golf Course in respect of any of the matters described in **paragraph (c)**;
- (e) the Member shall not make or procure to be made or support any application or request for any alteration to the Vegetation, topography or facilities (including hours of operation) of the Golf Course or the configuration of golf holes (including tees, fairways and greens) on the Golf Course; and
- (f) each Member acknowledges that the Golf Course and Club House are or may be private facilities and membership of the Owners Corporation does not give the Member automatic entitlement to use of those facilities.

20 Golf Course fence

- (a) To the extent that a Lot has a common boundary with a Golf Course, the Member who owns the Lot must not:
 - (i) build a Golf Course Fence other than a fence approved by the Eynesbury Design Review Panel;
 - (ii) alter or remove a Golf Course Fence;
 - (iii) allow a Golf Course Fence to fall into a state of disrepair; or
 - (iv) claim any cost of maintenance of or repairs to the Golf Course Fence from the owner for the time being of the Golf Course.
- (b) When repairing or renewing the Golf Course Fence, each Member must use materials which are of the same nature, quality and standard as those originally used in the construction of the Golf Course Fence.

21 Compliance with Laws

A Member must at the Member's expense promptly comply with all laws relating to the Lot including any requirements, notices and orders of a Governmental Agency.

22 Proximity to agricultural uses

- (a) Each Member acknowledges and agrees that:
 - (i) the Development is constructed in close proximity to a working farm and that agricultural facilities may be included within the Development;
 - (ii) the Member is aware of the risks associated with agricultural land uses;
 - (iii) the Member releases the Original Developer and the owner or owners (and any owners corporation) for the time being of the farm and any agricultural facilities from and shall keep each of them indemnified against

AG193889Q

14/11/2008 \$49.90 OCAR



any claim for loss or damage arising from the operation or use of the farm or agricultural facilities;

- (iv) the decision to purchase the Member's Lot was based on the Member's own investigations and no representations were made by or on behalf of the Vendor in respect of any of the matters described in paragraph (a); and
 - (v) the Member shall not make or procure to be made or support any application or request for any restriction on use in respect of the farm or the agricultural facilities.
- (b) Each Member acknowledges and agrees that the Original Developer may utilise land within the Development for grazing, agistment and other agricultural uses.

23 Recycled water

Each Member must only use recycled water supplied to that Member's Lot in accordance with any requirements or recommendations of the relevant supply authority.

24 Non-compliance & dispute resolution

The following internal disputes resolution procedure is to be applied to disputes involving a lot owner, an occupier or the owners corporation:

- (a) The party making the complaint must prepare a written statement setting out the complaint and inviting the other party or parties to a meeting.
- (b) The disputes committee of the owners corporation, nominated by the committee, must be notified of the dispute by the complainant. Where a dispute relates to architectural matters and compliance with the Eynesbury Design Guidelines, the committee will appoint the Eynesbury Design Review Panel as the dispute committee.
- (c) The parties to the dispute must meet and discuss the matter in dispute, along with the disputes committee, within ten working days after the dispute comes to the attention of all the parties.
- (d) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (e) If the dispute is not resolved the disputes committee or owners corporation must notify each party of his or her right to take further action under part 10 of the Owners Corporations Act 2006.

This process is separate from and does not limit any further action under part 10 of the Owners Corporations Act 2006.

AG193889Q

14/11/2008 \$49.90 OCAR



25 Interference with exclusive and special rights

- (a) A Member must not use any parts of the Common Property in respect of which rights of exclusive use have been granted by the Owners Corporation to a third party.
- (b) A Member must not interfere with or obstruct any contractor of the Owners Corporation from performing its duties under that contract.

26 Eynesbury Design Guidelines

Each Member or occupier of a Lot must comply with the Eynesbury Design Guidelines. Any disputes in relation to compliance with the Eynesbury Design Guidelines are to be dealt with in accordance with the dispute mechanism procedures set out in Part 10 of the Act and in accordance with the internal disputes mechanism detailed in rule 24.

27 No objection

Each Member must not object or appeal (or procure or participate in any objection or appeal) against any permit, approval or licence sought in respect of the use or development of any undeveloped land within the Development by the Original Developer.

28 Position of Original Developer

- (a) Until the Original Developer ceases to be registered or entitled to be registered as the proprietor of any Lot, each Member must not without the written consent of the Original Developer exercise any rights, powers or privileges granted or accruing to that Member in a way which will prevent, restrict or inhibit the completion of the Eynesbury development by the Original Developer and the implementation of owners corporation and other legal structures in relation to that development in the manner which the Original Developer considers necessary or desirable, except as otherwise permitted by law.
- (b) So long as the Original Developer is registered or entitled to be registered as the proprietor of any Lot, the Original Developer and any mortgagee or chargee of the Original Developer and any persons authorised by them may, notwithstanding any Rule or resolution of the Owners Corporation to the contrary:
 - (i) place and maintain in, on and about the Development (including the Common Property) offices and other facilities for salespeople or persons completing construction works for the Development;
 - (ii) erect barriers, fences, hoardings and signs on the Development (including the Common Property) as are reasonably necessary to facilitate the construction or marketing of any part of the Development;
 - (iii) take exclusive and sole possession of any parts of the Common Property as may be required to carry out any works or activities in relation to the

AG193889Q

14/11/2008 \$49.90

OCAR



construction of the Development and exclude any Members or Occupiers from those parts of the Common Property;

- (iv) use whatever rights of way or points of ingress and egress to the Development (including the Common Property) as are necessary to carry out any works and block for whatever periods are necessary any rights of way or any ingress and egress points to the Development (including the Common Property) in order to carry out any works; and
- (v) do whatever else is reasonably required to complete the development of undeveloped land within the Development.

29 Display Lots

While the Original Developer remains an Occupier of any Lot or Lots, they and their employees, contractors and agents shall be entitled to use any one or more of such Lots as a display Lot and shall be entitled to allow prospective purchasers to inspect those Lots and use such signs, advertising or display material in or about the Lots and Common Property as they may reasonably require.

30 Community Association

- (a) Each Member acknowledges that the Owners Corporation has certain obligations under the terms of the Section 173 Agreement.
- (b) Each Member must do all things reasonably within that Member's control to ensure that the Owners Corporation:
- (c) Each Member must comply with all rules, resolutions and directives of the Community Association from time to time as though the Member were a member of the Community Association.
- (d) Each Member acknowledges that a portion of the fees and levies payable by the Member to the Owners Corporation are to be paid to the Community Association as membership fees of the Community Association to enable the Community Association to carry out its powers and functions and the Member must not object to those payments being made.

31 Environmental Management Plans

Each Member must to the extent to which it is within the Member's reasonable control to do so comply with each Environmental Management Plan and ensure that the Owners Corporation complies with each Environmental Management Plan.

32 Contact details

Each member must advise the Manager of an out of normal business hours contact address and telephone number for the Member and each Occupier of the Member's Lot

AG193889Q

14/11/2008 \$49.90 OCAR



or any part of it and must promptly advise the Manager of any change in such address or telephone number.

33 Correspondence

All complaints or applications to the Owners Corporation must be addressed in writing to the Manager.

34 Behaviour of Occupiers and Invitees

- (a) Each Member must ensure that an Occupier of that Member's Lot and the Member's and the Occupier's Invitees do and do not do the acts or things the Member is obliged by these Rules to do or not do and promptly observes these Rules at all times.
- (b) Without limiting paragraph (a), each Member must take all reasonable steps to ensure that the Occupiers and Invitees referred to in paragraph (a) do not behave in a manner likely to interfere with the peaceful enjoyment of any Occupier of another Lot or of any person lawfully using the Common Property.

35 Severability

If any provision of these Rules or its application to any person or circumstance becomes invalid, illegal or unenforceable, the provision must so far as is possible be read down to such extent as may be necessary to ensure that it is not illegal, invalid or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it shall be deemed to be void and severable and the remaining provisions of these Rules shall not in any way be affected or impaired.

AG193889Q

14/11/2008 \$49.90 OCAR



Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

December 2017

EYNESBURY TOWNSHIP

DESIGN GUIDELINES



EYNESBURY



~ TABLE OF CONTENTS ~

Page	Contents
4	Welcome to Eynesbury & The Eynesbury Style
4	The Eynesbury Style
5	Typical Housing Fronting the Golf Course at Eynesbury Sketch Typical Housing at Eynesbury
6	Elements of Eynesbury Townhouses Facing a Park in Stage 1 of Eynesbury
7	Overview Energy Conservation Materials Selection
8	Recommended Sustainable Design Measures Mandatory Requirements
9	Non-Mandatory Requirements
10	Non-Mandatory Requirements Continued
11	Non-Mandatory Requirements Continued Technology Provision Code
12	The History of Eynesbury
13	The Town Plan in Detail The Characteristics of The Australian Country Town The Town Centre The Residential Precincts Transitional Zones
14	The Australian Country Town & Images
15	The Eynesbury Code: 1. Overview 2. Application of Design Controls 3. Building Elements Controlled by This Code 4. The Eynesbury Code and Standard House Designs
16	The Town Plan
17	The Design Approval Process: 1. Assessment Criteria 2. Renovations, Extensions and Modifications 3. Design Approval Versus Building Approval
18	1. Determining the Allotment Type, The Design Controls and Any Additional Design Control Overlays 2. Understanding the Allotment Types
19	You've Selected your allotment..... what to do next? 3. Allotment Type Definitions: Type B: Town House Allotments Type C: Dual Frontage Allotments Type D: Rear Loaded Allotments Type E: Fourplex Allotments
20	4. The Overlay Controls Apply Only to Certain Lots
21	5. Understanding the Premium and Classic Overlays
22	Figure 1 Classic Allotment Control Zones
23	Figure 2 Premium Allotment Control Zones
24	6. Understanding the Design Controls for Allotments Standard Allotments (Type A)
25	Townhouse Allotment (Type B)
26	Dual Frontage Allotments (Type C)
27	Rear Loaded Allotments (Type D)
28	Fourplex Allotments (Type E)
29	7. Understanding the Additional Allotment Overlays: Overlay F: Fencing Overlay
30	Fencing Overlay Continued
31	Overlay R: Reserve Overlay Overlay B: Battleaxe Block Overlay Overlay D: Double Storey Overlay
32	Overlay N: North Facing Allotments Overlay

33	Architectural Design Code	Application of Architectural Design Code: Basic Building Shell
34		Walls, Materials, Wall Articulation, Corner Allotments
35		Windows & Trims
36		Doors
37		Roof Forms and Roof Accessories
38		Eaves, Fascia, Gutters, Chimneys
39	Accessory Elements	Verandahs, Size, Roof Forms & Construction of Columns & Beams
40		Balustrade Design
41		Balustrades, Pergolas and Porticos/Balconies
42		Compliant and non-compliant Verandah Post, Double Storey Images
43		Window Awnings, Shutters, Mailboxes and General External Accessories
44	General External Accessories	
44	Buildings for Vehicle Storage	Garage, Carports and Driveways Garage Appearances
45		Accessory Units, Carports & Driveways
46	External Structures	Outdoor Structures, Garden Sheds, Outbuildings
47	Landscaping Design Code	2 Streetscapes 3 Designing Your Garden
48 - 58	Appendices	
	Appendix 1	Examples of the Application of the Eynesbury Code
59	Appendix 2	Landscape Design Guidelines and Controls, Recommended Plants List
		A2.1 Eynesbury Landscaping Principles & Vision A2.2 Streetscapes at Eynesbury
60		A2.3 Vegetation Control Guidelines A2.4 Climate & Soils A2.5 The Benefits of Growing Indigenous Plants
61		A2.6 Planning your Garden A2.6.1 Existing Conditions A2.6.2 Design Style
62		Example Existing Conditions Plan
63		A2.7 Exotic Plant Species & Eynesbury
64		A2.8 Plan Sourcing A2.9 Planting A2.10 Mulching A2.11 How to Best Plant & Maintain Indigenous Flora A2.12 Optional Irrigation System
65		Examples of Garden Designs A3.1 Example of Garden Designs A3.1.1 East – West Orientated Lot – Formal Design Style
66		A3.1.2 North Facing Terrace Lot – Courtyard Style
67		A3.1.3 North – South Orientated Corner Lot – Informal Cottage Design
68		A3.1.4 Dual Frontage Golf / Open Space Lot – Bush Garden Style
69		A3.2 Feature Plant Species
70	Feature Plan Species Continued	
71	Appendix 4	Recommended Plants List
72	Recommended Plants List Continued	
73	Recommended Plants List Continued	
74	Recommended Plants List Continued	
75	Appendix 5	Prohibited Plants List
76	Prohibited Plans List Continued	

WELCOME TO EYNESBURY

Welcome to Eynesbury, Victoria's first self-contained, fully serviced township in over 50 years.

Unlike other residential developments, a protected rural and natural environment of unique quality surrounds Eynesbury. It's this separation from suburbia that makes Eynesbury unique, and gives it true claim to be a town rather than a suburb. Only 40 kilometres from Melbourne's CBD, and minutes from major commercial centres of Werribee and Melton, it is a perfect setting for a relaxed sense of community.

Eynesbury has important history, dating back over 150 years, starting with the use of the property as one of Victoria's earliest pastoral stations. The heritage listed homestead and its associated staff quarters, stables, formal gardens and lake all contribute to this special Australian Country Town. Recreational facilities, including parks, public facilities and services are all centred on a superb golf course.

The character of the Australian Country Town inspires the township of Eynesbury. Attractive streetscapes are characterized by canopy trees and wide nature strips, exquisite architecture, with verandahs opening towards the street, low fences giving privacy without excluding neighbours, and an environment receptive to community activities and outdoor recreation. In easy proximity are community halls, football ovals, parks and playgrounds, and typically, a friendly local shopping strip.

THE EYNESBURY STYLE

The Eynesbury Style is built around the concept known internationally as New Urbanism. New Urbanism is a new idea with very old roots. It's a return to the way towns were made 70 or more years ago; before the advent of dormitory suburbs, huge shopping centres and concentrated business districts. Instead, the traditional town is small enough to enable residents to walk to shops and places of recreation. They contain elements like the traditional corner shop; a place where you could safely ask your children or grandchildren to walk to; and pick up a paper, a carton of milk or a loaf of bread; with a sense of community and neighbourliness. Traditional towns are compact and convenient, giving a better quality of life and a better quality of environment. Eynesbury seeks to achieve these objectives, and create better street environments.

Eynesbury is unique to other new residential subdivisions. Typically, new subdivisions prohibit front fencing, whereas within Eynesbury low traditional fencing is required; allowing residents to better claim and use their front yards, creating more visually pleasing streetscapes. Elevated verandahs create another layer of usable indoor/outdoor space between the street and the privacy of the interior. Eynesbury has lanes at the rear of many allotments. These lanes allow houses to have full width, uninterrupted gardens to the street.

The architecture of the Australian Country Town inspires the Architectural Style, with steep pitched roofs, simple building forms, quality windows and façade details, lush landscaping, simple fencing, shady eaves overhangs and generous verandahs.



TYPICAL EYNESBURY FACADE TREATMENT



TYPICAL HOUSING FRONTING THE GOLF COURSE AT EYNESBURY

Housing features traditional design elements, set in an integrated landscape featuring public walkways.



TYPICAL HOUSING AT EYNESBURY

Streetscape design features uniform fencing, elevated verandahs and porches, traditional façade detail including quality windows, and attention to details such as eaves overhangs and detailing. Steep roof forms are encouraged. Street trees are planted in drifts, replicating natural tree groupings.



ELEMENTS OF EYNESBURY

Golf course allotments (categorized as Dual Frontage allotments) are required to have housing designed so that both the street frontage and golf course facades are of high quality. Deep porches, balconies, verandahs and loggias are encouraged.



TOWNHOUSES FACING A PARK IN STAGE 1 OF EYNESBURY

The Eynesbury layout allows for a variety of housing types, including terrace and townhouse style housing. Cars are parked in garages off a rear lane, leaving the entrance front open to the park without the need for vehicular crossings

SUSTAINABILITY AND PASSIVE SOLAR DESIGN

OVERVIEW

As noted in the Project Overview above, Eynesbury is designed to allow the achievement of state of the art sustainability practices. The allotment orientation allows the design of housing with optimum orientation, and the architectural controls require the provision of both eaves and verandahs to control solar gain.

ENERGY CONSERVATION

All houses at Eynesbury must achieve the legislated minimum 6 star energy rating as defined under the FirstRate energy rating system. This is the penultimate rating available under this system. Presently, Victorian legislation requires that all houses achieve a 6 star energy rating plus provide for water saving measures, and be provided with either a solar hot water service or rainwater tank. Eynesbury meets the water saving measures through the provision of reticulated recycled water, therefore provision of solar hot water is not required but is encouraged.

The 6 star energy rating is determined by a combination of features including

- Orientation
- Shading of openings
- Quality of window and door systems, with consideration of sealing, thermal resistance and type of glazing
- Use of self-closing and sealing mechanical exhaust systems
- Use of details such as vented eaves to expel excess heat in roof spaces
- Wall, floor and roof construction with consideration of insulation levels and thermal mass

Rating is undertaken using the FirstRate computer analysis program, and must be undertaken by a consultant trained and accredited in use of the rating system.

In order to achieve the target rating, house siting and planning must be considered with solar efficient design principles in mind as follows:

- Where possible, living areas should face north. North facing windows are to be protected with eaves designed to exclude summer sun while allowing entry of winter sun.
- Minimize windows facing west, and provide such windows with a comprehensive shading system, either adjustable awnings, external blinds, fixed overhangs and verandahs, or pergolas with vegetation over.
- Provide deciduous planting to provide summer shade to exposed elevations.
- Residential design may incorporate insulated thermal mass to stabilize internal temperature and allow for re-radiation of heat to the interior during colder periods. This can be achieved using insulated concrete floor slab and insulated masonry internal walls.
- In some cases, high performance windows with thermally resistant frame design and double glazing may be required to achieve the required ratings.

In rating the performance of a dwelling, the analysis report will provide recommendations for improvement in the design where the rating falls below the required standard.

MATERIALS SELECTION

It is recommended that building materials be selected that are sustainable, recyclable and have a low embodied energy (ie. the energy required for manufacture). Materials selection should also have regard to long term durability, toxicity and safety.

RECOMMENDED SUSTAINABLE DESIGN MEASURES

The choice of appliances has a significant impact on the energy consumption and environmental impact of the house. The Eynesbury Development Standards focus on reducing Greenhouse gas emissions and the following items provide guidelines for development. They are divided into mandatory Sustainability Requirements and Configuration Requirements, and suggestions for further energy conservation. These measures are suggestions only. They are not mandatory.

MANDATORY REQUIREMENTS

Item	Comments	Sustainability Recommendation	Configuration Requirements	Sustainability Option
Home Cooling Systems	Housing meeting the 6 star energy rating requirements, and meeting the verandah, eaves and pergola controls, will have reduced requirements for heating and cooling.	Evaporative cooling systems are permitted. Air-conditioning systems (compressor based systems, either split systems or ducted split systems) should be selected based on energy efficiency.	Evaporative cooling units must be located on the rear roof section of the house. A LOW PROFILE evaporative cooling unit shall be installed if the unit must be installed on a roof face that is visible from the street. Ceiling fans should be provided where floor to ceiling heights permit, these can significantly reduce the need for artificial cooling.	

NON-MANDATORY REQUIREMENTS

Item	Comments	Sustainability Recommendation	Configuration Requirements	Sustainability Option								
Kitchen Hotplates Dishwasher		To be fuelled by natural gas. To have minimum 4 star energy rating and AAA water use rating or better										
Hot Water Service		Gas boosted solar hot water heating may be provided, with a minimum 70% efficiency rate	Solar hot water units to be placed, where possible, on north facing roof faces Water storage tank to solar hot water systems are to be located within roof spaces Exposed services to be limited and painted to match roof finishes to reduce visual impact as much as possible.									
Water Supply Systems		Fit flow restrictors to all showers, kitchen sinks and laundry taps. The flow restrictors should be rated to reduce the water flow to between 7.5 and 9 litres per minute.										
Laundry		.		Drying cupboards that use a duct outlet or hydronic radiant panel from a central heating system are encouraged in place of the use of clothes dryers								
Home Heating Systems	Housing meeting the 6 star energy rating requirements, and meeting the verandah, eaves and pergola controls, will have reduced requirements for heating and cooling.	Where heating is installed it should be gas fired. All heating appliances should have a minimum star rating as follows: <table><thead><tr><th><u>Heating System</u></th><th><u>Star rating</u></th></tr></thead><tbody><tr><td>Gas/log space heater</td><td>3.5 star</td></tr><tr><td>Gas convection heater</td><td>4 star</td></tr><tr><td>Central Ducted Heating</td><td>5 star</td></tr></tbody></table> Where ducted heating is installed a minimum duct insulation level of R1.5 is recommended. Where gas/log space heaters are used, ceiling fans and/or heat shifting duct work is recommended.	<u>Heating System</u>	<u>Star rating</u>	Gas/log space heater	3.5 star	Gas convection heater	4 star	Central Ducted Heating	5 star		
<u>Heating System</u>	<u>Star rating</u>											
Gas/log space heater	3.5 star											
Gas convection heater	4 star											
Central Ducted Heating	5 star											

Item	Comments	Sustainability Recommendation	Configuration Requirements	Sustainability Option
Lighting	The choice of lighting can have a significant impact on energy consumption and the environmental impact of the house. The sustainability options, while not mandatory, are considered minimum design standards for the Eynesbury house.			• Use the lowest wattage light needed to adequately light up an area • Choose light fittings that allow most of the light through so that a lower wattage bulb can be used • Use timers, daylight controls and motion sensors to switch outdoor security lights on and off automatically • Use simple automation systems and sensors to automatically turn lights on and off in utility areas such as bathrooms • Use solar powered lighting for garden lights • Fluorescent lamps are ideal for areas where lighting is required for long periods of time • Incandescent lamps are suitable for areas where lighting is used infrequently. • Use halogen lights mainly for highlighting features such as paintings or for special purposes directly over cooking areas.
Recycled Water	A dual water supply system will be implemented throughout the development. There will be two separate water mains, one supplying drinking water, the other supplying recycled water.	Recycled water must be plumbed directly for toilet flushing and garden irrigation.	All work associated with the recycled water system shall be carried out in accordance with the Plumbing Industry Commission Recycled Water Plumbing Guide 2005	
Materials Selection	Materials must be selected from the Eynesbury Materials list. Materials will be	Materials must be selected such that an appropriate balance is achieved between low embodied energy, low toxicity, recyclability, ability		

Item	Comments	Sustainability Recommendation	Configuration Requirements	Sustainability Option
	added to this list from time to time, and application can be made to the DRP to use materials not scheduled in this list.	to support reduction in building energy usage, and low impact on the natural environment in manufacture and use.		

TECHNOLOGY PROVISION CODE

An optic fibre network will be implemented throughout the development. The optic fibre network is anticipated to provide the following services:

- Internet Access
- Telephone services
- Pay TV and Video on Demand Services
- Free to air TV

This system eliminates the need for antennae and satellite dishes to Eynesbury residences.

Any house at Eynesbury must be constructed in accordance with OptiComm requirements outlined in the " OptiComm Fibre Network Building Overview"

THE HISTORY OF EYNESBURY

Eynesbury has a special place in Victorian history. The estate was taken out by Simon Staughton as part of the Exford run in 1841, and in 1863 the property totalled more than 101,000 acres (40,000 hectares). After 1870 the family subdivided the property into four sections, Exford, Nerowrie, Staughton Vale and Eynesbury, each with its own homestead. The Eynesbury parcel totalled 18,000 acres.

Eynesbury homestead was built by Simon Thomas Staughton, the eldest son of Simon Staughton. Staughton rose to become a Member of the Legislative Assembly of the Colony of Victoria, and had a distinguished career both as a pastoralist, politician and soldier, seeing service in the Boer War.

At first, the estate only contained a few relatively humble buildings. The earliest of these, the original overseer's cottage, was built in the 1850s and now forms part of the Discovery Centre precinct, overlooking the lake near the Homestead. The Homestead itself was built in the early 1870s, together with the stables and staff quarters. The two-storey home was extended in the 1880s with symmetrical wings containing a Billiard Room and formal Dining Room, resulting in the configuration seen today. The Billiard Room, with its impressive Alcock and Sons table, survives today virtually intact, including the original wall papers, paintwork and furnishings.

Some of the ancillary structures, such as the timber water tank, meat house and killing shed were added, and these have been retained and restored, adding to the fascinating character of the homestead precinct.

The risk that Eynesbury might be absorbed and obliterated by urban sprawl has led to a commitment to honour the qualities of this environment with a township development that protects its singular qualities, and creates a place set within, and contained by, a rural and bushland boundary. The variety of structures and landscapes is evidence of the rich history of the property, all available for the enjoyment of residents and their guests and creating the unique environment that is Eynesbury.



T H E T O W N P L A N I N D E T A I L

THE CHARACTERISTICS OF THE AUSTRALIAN COUNTRY TOWN

The town of Eynesbury is modelled on traditional Australian urban environments, using as a starting point the classic Australian country town.

The best Australian country towns have an urban structure that is readily identifiable. This visual structure is informed by an articulation into areas or zones of distinct character:

THE TOWN CENTRE

This area contains:

- The commercial strip, with its wide, shady verandahed promenade footpaths. The building forms are subsumed by linking the buildings together in a terrace form, shielding the frontage with the verandah element over the public footpath, and giving prominence to the shopfronts.
- The public building precincts, frequently blended within the commercial strip. The public buildings adopt a more singular iconic character and are positioned to achieve prominence within the urban environment (either on corners, a prominent axis or fronting an open space). These structures may be placed within a commercial strip, in which case the absence of verandahs and the provision of a formal façade or portico differentiates it from its setting. This includes both municipal structures and churches, churches are slightly differently placed as they often occur as focal points within the residential matrix.

THE RESIDENTIAL PRECINCTS

Refer to:

- The Residential precincts are marked by uniform architectural character and style, uniform fencing heights, clustered drift style street tree planting, and preference for semi-transparent fencing backed by vegetation. These areas often contain small retail and public facilities (eg. churches, public halls, sporting facilities) in prominent locations (street corners and so on) providing for local requirements.

TRANSITIONAL ZONES

- Transitional zones are those areas where the rural or bush precinct surrounding the town contains a lower density of individual houses on larger blocks at the boundaries of the formal township grid.

The Australian country town has characteristics now strongly valued in making a usable and user friendly urban environment.

- It is compact in form, and fosters easy access (potentially by foot or bicycle) to services and between areas.
- There is ready access to an unspoiled natural environment and more formally landscaped areas, encouraging recreation, health and well-being.
- Its streetscapes have a consistent character, and the constituent buildings with their street front verandahs, enclosed but visible front yards, and intimate scale, foster social interaction



IMAGES FROM TYPICAL AUSTRALIAN COUNTRY TOWNS

1. The main commercial strips provide a different scale and relationship to the street than the residential precincts behind the main street.
2. Public buildings are marked by more imposing architectural scale and detail.
3. The residential streetscapes are marked by low fencing, generous street planting and simple but well detailed architecture.
4. Various periods and styles of housing are represented in the townscape, tied together by a common approach to detailing, materials, roof pitches and elevation of the ground floor level.

THE EYNESBURY CODE

1. OVERVIEW

The Eynesbury Style seeks to build on the strength of traditional Australian urban forms while superimposing a contemporary concern for environmental sustainability. The design characteristics valued at Eynesbury include creation of a 'soft' building profile fostered by pitched roofs, and significant eaves overhangs. Attention to detail and proportion, including use of well-proportioned good quality windows and doors. Provision of usable transition spaces between the street and interior, including deep and elevated verandahs. Usable and claimable front yards. Taking full advantage of having garage access from rear lanes, and using fencing to secure and protect front yard space.

2. APPLICATION OF DESIGN CONTROLS

Typically, the street image of a traditional Australian house is defined by the front part of the building, a few front rooms behind a formal façade. Only those parts of the house that are visible from the street or public reserves/open spaces are subject to these design controls.

3. BUILDING ELEMENTS CONTROLLED BY THIS GUIDE

In traditional Australian country towns, a few key elements define the street frontage appearance. It is these elements that are subject to control.

- Façade Composition
- Wall heights and Materials
- Roof Pitch
- Eaves Overhangs
- Eaves Detail
- Window and Door Construction and Proportions
- Verandah and porticos: extent and construction
- Façade shading devices such as canopies and pergolas
- The front and side fences

The township of Eynesbury will use these design features to create a coherent urban environment. While it is obviously preferable for the residence to be designed in a coherent and integrated manner, some allowances for slight modifications may be provided at the discretion of the DRP to allow parts of the house that are not visible from the street, laneways or public open spaces to be designed to suit particular functional requirements.

4. THE EYNESBURY CODE AND STANDARD HOUSE DESIGNS

Australian Country Towns were traditionally composed of standard builder designed housing. These houses exhibit simplicity, use of detail and materials, and understanding of proportion that is lacking in most contemporary designs. However, the basic plan forms are not dissimilar to contemporary home plans, and the code is designed to allow existing designs to be readily adapted to meet the required aesthetic and form criteria.

THE TOWN PLAN

The Eynesbury Masterplan has been designed under the principles of 'New Urbanism'. This is a philosophy that promotes the creation of self-sustaining, integrated town environments as an antidote to placeless urban sprawl. New Urbanism promotes:

WALKABILITY

- Most key areas are within a 10-minute walk of home or work

CONNECTIVITY

- An interconnected street grid network that disperses traffic and eases walking

MIXED USE AND DIVERSITY

- A mix of shops, offices, apartments and homes on the one site. Mixed use throughout neighbourhoods, within blocks and within buildings

MIXED HOUSING

- A range of types and sizes available within a compact area.

QUALITY ARCHITECTURE AND URBAN DESIGN

- Emphasis on beauty, aesthetic quality, human comfort and creating a sense of place. Design that is derived from the local designs, that builds on and advances the best of this tradition.

TRADITIONAL NEIGHBOURHOOD STRUCTURE

- Higher density of development towards the centre of the town, with lower density at the edges. A clear centre and edge to each precinct.
- Use of public spaces such as gardens and squares at the centre of precincts, providing a both a visual focus, and a centre for community activities.

SMART TRANSPORTATION OPTIONS

- Provision of a network of roads, bicycle paths and footways to allow a choice of transport modes and easy and safe communication between precincts.
- Town Centre areas set up to encourage foot traffic and reduce impact of vehicles.
- Extensive footways and bicycle paths between residential precincts and town centre and recreation areas.
- Ready access to public transport.

SUSTAINABILITY

- Eco friendly technologies, including water recycling
- High levels of energy efficiency including a 6-star energy rating for housing
- Less use of fossil fuels
- More walking and cycling possible, less driving required.



THE DESIGN APPROVAL PROCESS

A Design Review Panel (DRP) assesses all applications to build at Eynesbury against the controls set out in this document.

The Design Review Panel will use and interpret the Design Guidelines to:

- Promote the objective of a township with a traditional Australian rural town character
- Deliver certainty about the required design and urban character outcomes
- Monitor and control the development of streetscapes
- To promote 'variety within consistency' in housing product: a consistency of detail, proportion and character, and a variety in façade composition and feature materials

No fee will be charged for the initial assessment. If an additional assessment is required (pergolas, sheds, swimming pools etc.) or a resubmission amendment is still not compliant with the design controls, the DRP reserves the right to charge the purchaser/applicant \$140 plus GST for any additional works required due to any non-compliance. The fee is subject to change at the DRP's discretion.

It will be the responsibility of the purchaser/designer to ensure the design meets the standards. If subsequent assessments are required, the final/conditional approval will not be issued until either the purchaser or the applicant pays the fees. It will be the responsibility of the purchaser to delegate who is responsible for the payment, and not the DRP.

1. ASSESSMENT CRITERIA

Submissions will be assessed for compliance against the Eynesbury Design Guidelines. Exemptions from aspects of the controls may be made from time to time at the discretion of the DRP, but only where the proposal meets the overall spirit of these guidelines.

Approved plans will be stamped 'Approved' and returned for submission to the Building Surveyor. The Building Surveyor must ensure that the contract drawings comply with the stamped documents.

2. RENOVATIONS, EXTENSIONS AND MODIFICATIONS

Any renovations, extensions and modifications to approved designs or existing homes and landscaping excluding plant replacement and garden bed changes must be assessed by the DRP prior to installation.

3. DESIGN APPROVAL VERSUS BUILDING APPROVAL

The Design Guidelines have been endorsed as part of the Section 173 agreement for the township, but this does not exempt the applicant from compliance with the associated building and statutory regulations. It is the builder's responsibility to ensure compliance with these regulations.



TYPICAL EYNESBURY DWELLING STYLE

YOU’VE NOW SELECTED YOUR ALLOTMENT – WHAT TO DO NEXT?

Now that you have read and understood the Eynesbury Style and Approval Process, what do you need to do next?

- 1. Determine the Design Controls of the Allotment – Classic, Premium
- 2. Determine the Type Allotment – Standard, Town House, Dual Frontage, Rear Loaded
- 3. Determine the Additional Overlays that apply to your allotment – Reserve Facing, Fencing, Battleaxe
- 4. Choose a home from your preferred builder that conforms to these Guidelines **or** design your own (when building your own home, you must possess an ‘Owner-builders’ licence)
- 5. Review the Building Controls for your site against your chosen design
- 6. Review the Design Controls for your site against your chosen design
- 7. Review any additional Overlay Controls for your site against your chosen design
- 8. Ensure your dwelling is designed in accordance with regulations associated with sustainability and energy efficiency and recycled water
- 9. Ensure your dwelling is designed in accordance with regulations associated technological provisions – Opticomm Fibre Network
- 10. Ensure your façade has been designed in accordance with the approved façade materials and colour palettes found within this document
- 11. Prepare a full set of drawings for application

1. DETERMINING THE ALLOTMENT TYPE, THE DESIGN CONTROLS AND ANY ADDITIONAL DESIGN CONTROL OVERLAYS.

The **Lot Selection Plan (allotment types)** and **Lot Attributes Plan (Building envelope and Overlays)** will provide information on your selected lot. The requirements set out on these plans must be adhered to. House Designs must address these requirements foremost other-wise approval will not be granted.

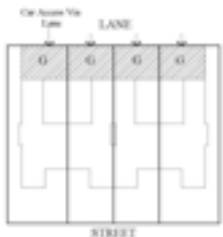
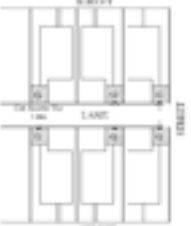
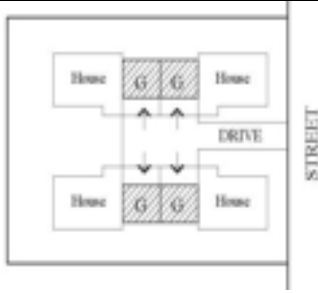
NOTE: In the case where there is a conflict between the setbacks listed in the Design Control Tables for specific allotment types, the setbacks noted on the Allotment Attributes plan will prevail.

2. UNDERSTANDING THE ALLOTMENT TYPES:

- Type A: Standard Allotments:** House allotments with driveway access to the garage directly from the street.
- Type B: Town House Allotments:** Narrow allotments suitable for terrace or townhouse construction.
- Type C: Dual Frontage Allotments:** Allotments with a frontage to both a street and a park, reserve or golf course.
- Type D: Rear Loaded Allotments:** Allotments with a lane at the rear, requiring garages to be located at the rear, accessed from the lane.
- Type E: Fourplex Allotment:** Allotments designed to allow construction of 4 smaller dwellings sharing a common driveway providing access to garages accessible from a central motor court.

	TYPE A: STANDARD ALLOTMENT
	TYPE B: TOWN HOUSE ALLOTMENT
	TYPE C: DUAL FRONTAGE ALLOTMENT
	TYPE D: REAR LOADED ALLOTMENT
	TYPE E: FOURPLEX ALLOTMENT

3. ALLOTMENT TYPE DEFINITIONS

TYPE A: STANDARD ALLOTMENTS Standard house lots with garage accessed from the primary street frontage. Crossover locations on the Masterplan depict the optimised location; however, a crossover may be relocated at the cost of the Owner, and subject to the approval of Council.	
TYPE B: TOWNHOUSE ALLOTMENTS Lots located with attached or semi-detached housing. Townhouses may rise to three levels. The third level may be expressed as an attic storey. The townhouses must be designed to achieve either the appearance of simple clustered two or three storey row houses (terraces), or single storey townhouses (terraced row houses). Alternately the terraces may be broken up into clusters and expressed as large houses.	
TYPE C: DUAL FRONTAGE ALLOTMENTS These are lots that have two frontages, one to a street, the other to a reserve, golf course or other open space. These lots provide a service area for clothes drying, bin storage, etc which is concealed from both frontages. Houses on these allotments need to present an attractive façade to both frontages.	
TYPE D: REAR LOADED ALLOTMENTS These lots have both street and lane frontages. The garage must be accessed from the rear boundary, either placed on the rear boundary or set a minimum of 4 metres from the boundary. The location of the garage to the rear eliminates the impact of crossings and driveways on the streetscape, and enhances the presentation of the front façade to the street.	
TYPE E: FOURPLEX ALLOTMENTS These are lots where 4 dwellings are placed on one large lot encompassing a central access drive servicing garages grouped to allow access from a central motor court. Four dwelling must be constructed on these lots unless approval is granted by the DRC for an alternative number of dwellings. Under no circumstance will less than three dwelling be allowed. The design for fourplex allotments must comply with Clause 55 of the Melton Planning Scheme and a Planning Permit is required for all multi dwelling developments in addition to satisfying the Design Guidelines.	

4. **THE OVERLAY CONTROLS APPLY ONLY TO CERTAIN LOTS:**

- Overlay C:** Classic Standard Allotment
- Overlay P:** Premium Standard Allotments
- Overlay N:** North Facing Allotments
- Overlay D:** Double Storey Allotments
- Overlay F:** Fencing Overlay
- Overlay B:** Battleaxe Block Overlay
- Overlay R:** Allotments Adjoining Public Reserves

C	CLASSIC STANDARD ALLOTMENT	P	PREMIUM ALLOTMENT
F	FENCING OVERLAY	N	NORTH FACING ALLOTMENT
R	ALLOTMENTS ADJOINING PUBLIC RESERVE	B	BATTLEAXE ALLOTMENT
D	DOUBLE STOREY ALLOTMENT		

NOTE: Each allotment may be subject to more than 1 overlay. Refer to Attributes and Lot Selection Plans

Note: Refer to Appendix 1 for Examples of the Application of the Eynesbury Code

5. UNDERSTANDING THE PREMIUM AND CLASSIC ALLOTMENT OVERLAYS

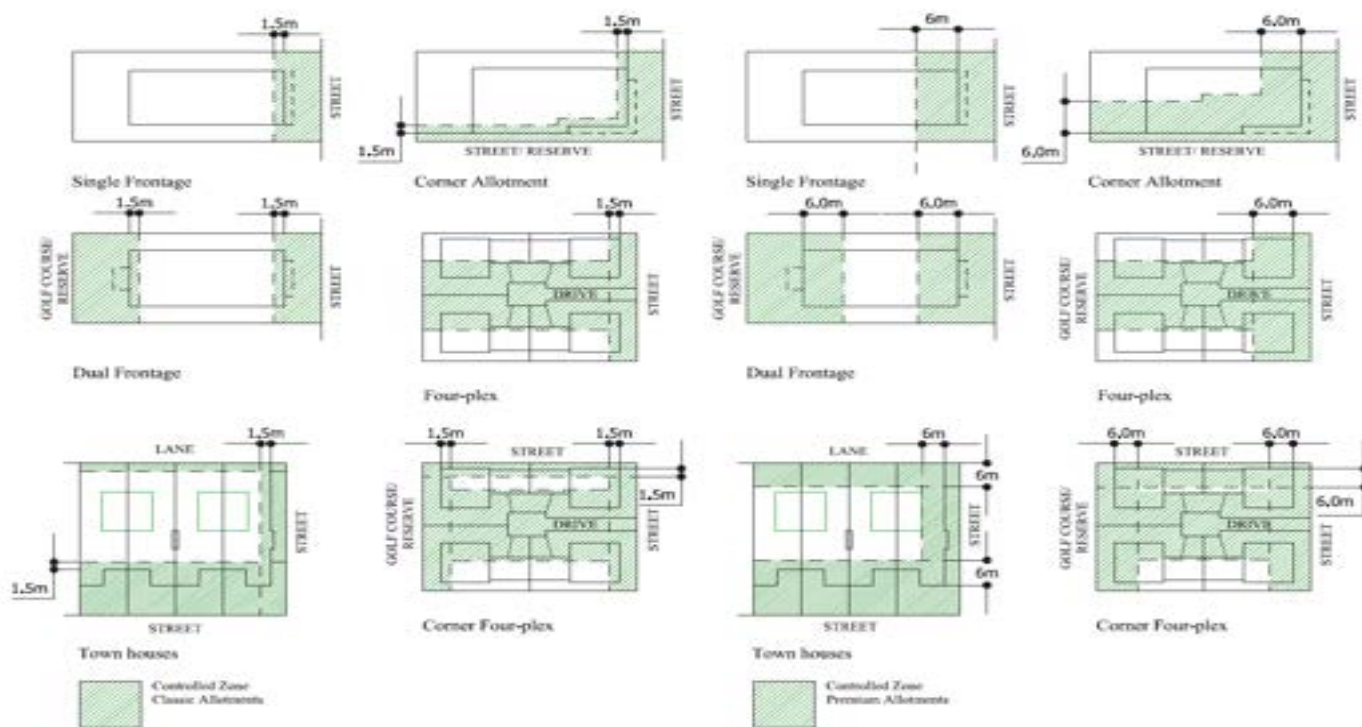
General Description	This overlay determines the standard of key elements of the house. These elements need only be provided in the controlled zones of the house, as follows:

Overlay C: Classic Allotments

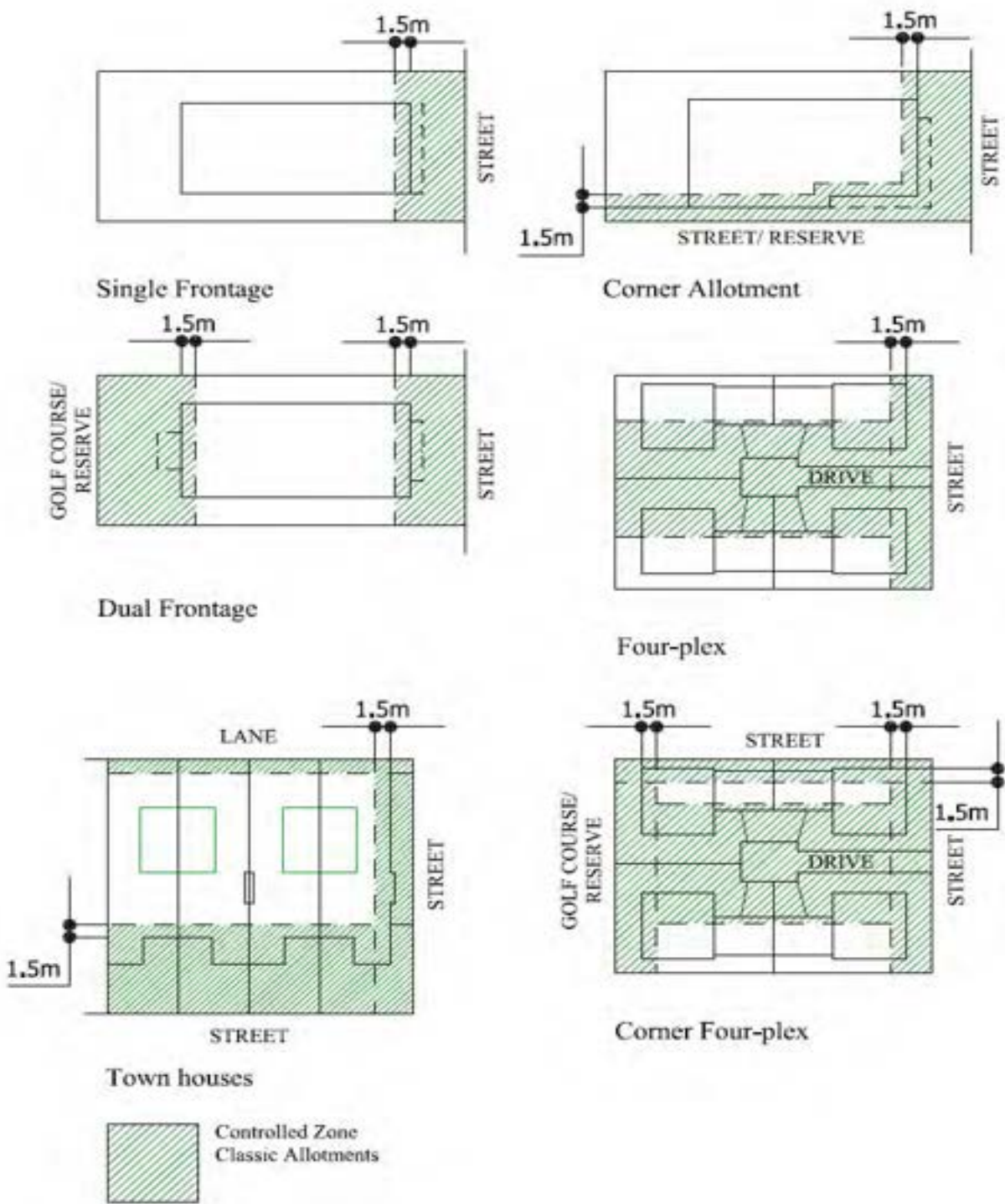
Additional Control Category	Additional Control
Roof Pitch	Minimum 22.5 degrees Excludes verandahs, which must be pitched, but may be constructed at a shallower angle to suit headroom requirements at the outer edges.
Eaves Overhang	Not less than 450mm
Ceiling Heights	Minimum 2400mm Ceilings to ground floor only
Verandahs	Verandahs and Porticos are to be provided to not less than 25% of width of the dwelling facing the street, with a depth of not less than 1.8 metres. Verandahs and Porticos must be a minimum 300mm above ground level.

Overlay P: Premium Allotments

Additional Control Category	Additional Control
Roof Pitch	Minimum 27 degrees Excludes verandahs, which must be pitched, but may be constructed at a shallower angle to suit headroom requirements at the outer edges.
Eaves Overhang	Not less than 600mm
Ceiling Heights	Minimum 2700mm Ceilings to ground floor only
Verandahs	Verandahs and Porticos are to be provided to not less than 40% of width of the dwelling facing the street, with a depth of not less than 1.8 metres. Verandahs and Porticos must be a minimum 300mm above ground level.

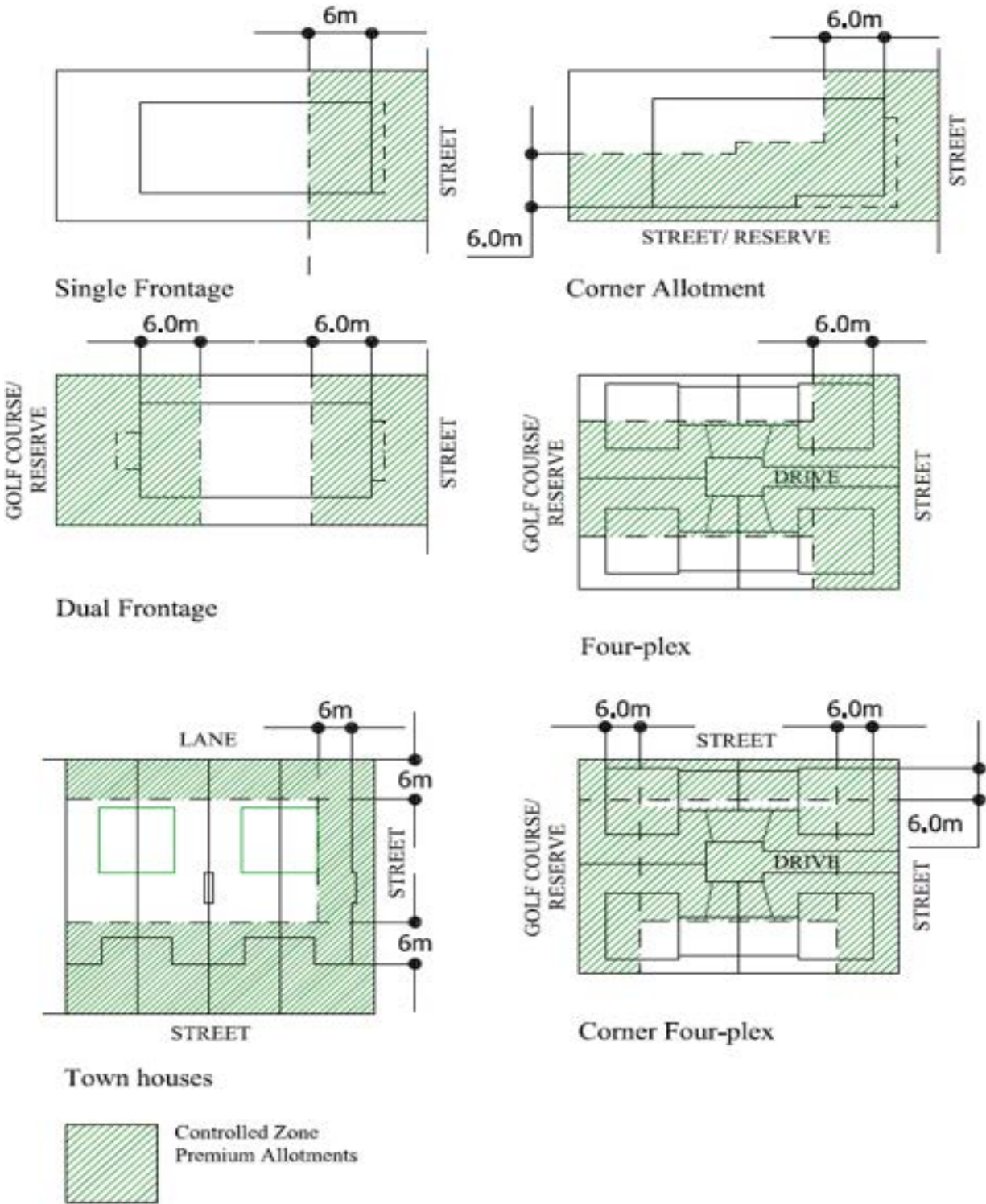


CLASSIC ALLOTMENTS



Note: Allotments adjacent to linear reserves will be assessed based on the level of fencing provided adjacent to the reserve. Allotments adjacent to open space reserves, must address both frontages.

PREMIUM ALLOTMENTS

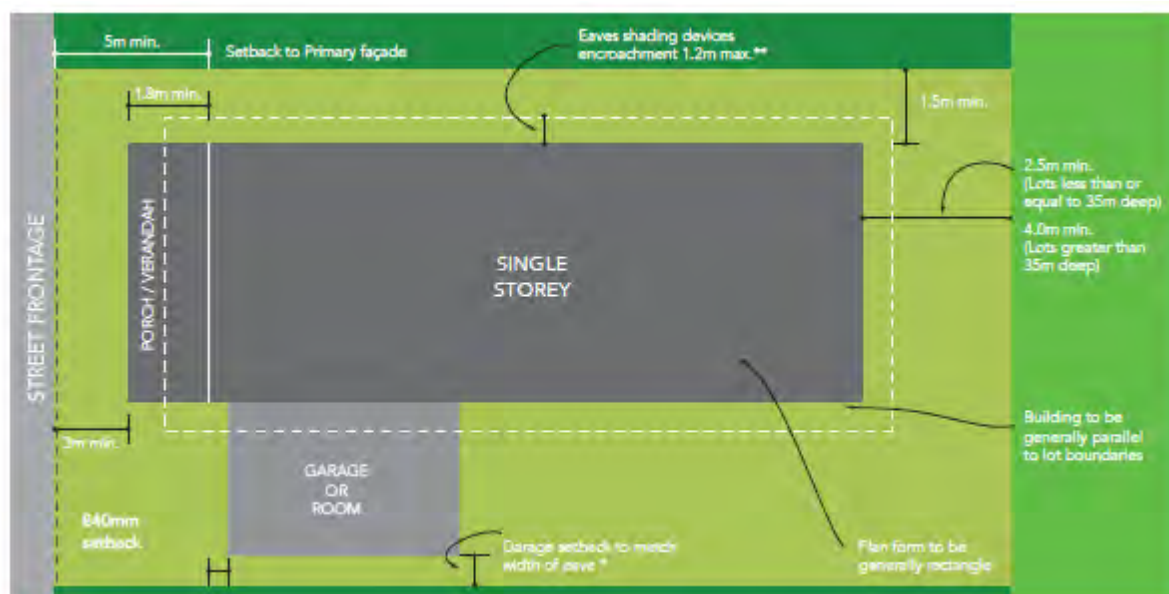


Note: Allotments adjacent to linear reserves will be assessed based on the level of fencing provided adjacent to the reserve. Allotments adjacent to open space reserves, must address both frontages.

6. UNDERSTANDING THE DESIGN CONTROLS FOR ALLOTMENTS

Requirement	STANDARD ALLOTMENTS (TYPE A)	
Front Setback	3m Verandah, 5m Dwelling (unless otherwise noted on Building Envelope plan)	
Side Setback	Garages – 0-200mm or 1.5m	
	<i>Single Storey</i>	<i>Double Storey</i>
Corner Allotments	1.5m	2.5m
	<i>Single Storey</i>	<i>Double Storey</i>
Rear Setback	2m Min setback from side street	3m Min setback from side street
	Minimum 2.5m – Lots Less than or equal to 35m Minimum 5m – Lots Greater than 35m	
Garage	960mm minimum from main building line	
	Garages are permitted to have a zero setback for designed without eaves, or where it aligns exactly with the adjoining allotment garage.	
	Maximum length on boundary 10m	
	Maximum height on boundary 3.6m	
Site Coverage	60% Maximum Allotments greater than 900m ² – not less than 25%	
POS	If Primary Living areas upstairs, a deck, terrace or Balcony of not less than 10m ²	
Wall Heights	Maximum 2 storeys Wall heights to comply with ResCode requirements	
Dwelling height	Maximum 10m	
Design Controls	Classic or Premium Controls apply	
Allotment Type	Allotment Type Controls apply	

Note: Eaves/sunshades, retractable awnings or other projections not substantially enclosed at the sides are permitted to encroach into setbacks no more than 1.2m.

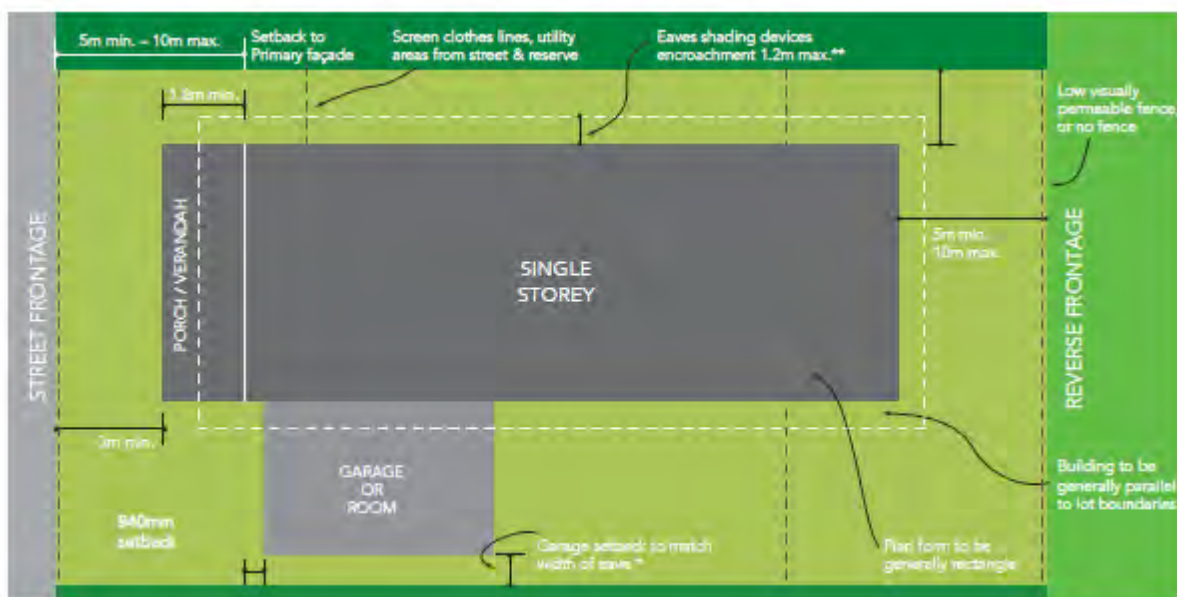


Requirement	TOWN HOUSE ALLOTMENT (TYPE B)	
Front Setback	2m Verandah, 4m Dwelling (unless otherwise noted on Building Envelope plan)	
Side Setback	0-200mm or 1m	
	<i>Single Storey:</i>	<i>Double Storey:</i>
	1.5m adjacent to park or footway	2.5m adjacent to park or footway
	2m adjacent to side street	3m adjacent to side street
Garage	960mm minimum from main building line if facing primary street frontage Maximum height on boundary 3.6m Permitted to occupy Maximum 80% of rear boundary on rear loaded products	
Site Coverage	70% Maximum	
POS	Minimum dimension of 4m	
Permeability	Not less than 20%	
Wall Heights	Maximum 3 storeys Wall heights to comply with ResCode requirements	
Townhouse height	Maximum 13.5m	
Design Controls	Classic or Premium Controls apply	
Allotment Type	Allotment Type Controls apply	

Note: Eaves/sunshades, retractable awnings or other projections not substantially enclosed at the sides are permitted to encroach into setbacks no more than 1.2m.

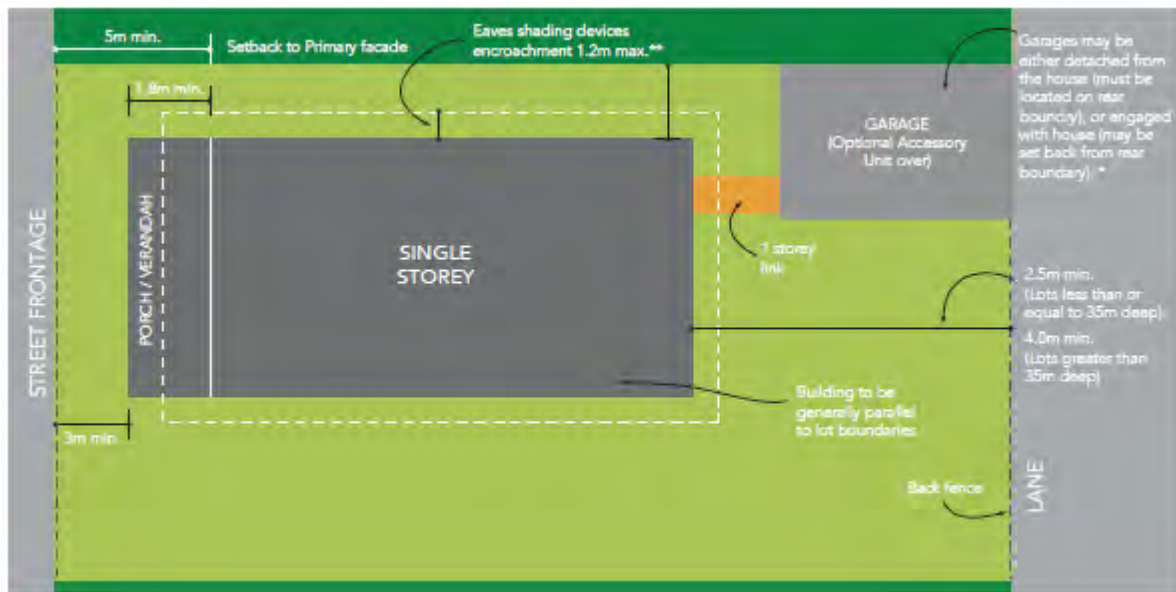
Requirement	DUAL FRONTAGE ALLOTMENTS (TYPE C)	
Front Setback	3m Verandah, 5m Dwelling, 10m maximum (unless otherwise noted on Building Envelope plan)	
Side Setback	Garages – 0-200mm or 1.5m	
	<i>Single Storey</i>	<i>Double Storey</i>
	1.5m	2.5m
Corner Allotments	<i>Single Storey</i>	<i>Double Storey</i>
	2m Min setback from side street	3m Min setback from side street
Rear Setback	As per Building Envelope Plan	
Garage	960mm minimum from main building line Garages with a zero-side setback may be designed without eaves, or where it aligns exactly with the adjoining allotment garage. Maximum length on boundary 10m Maximum height on boundary 3.6m	
Site Coverage	60% Maximum Allotments greater than 900m ² – not less than 25%	
POS	If Primary Living areas upstairs, a deck, terrace or Balcony of not less than 10m ²	
Wall Heights	Maximum 2 storeys Wall heights to comply with ResCode requirements	
Dwelling height	Maximum 10m	
Design Controls	Classic or Premium Controls apply	
Allotment Type	Allotment Type Controls apply	

Note: Eaves/sunshades, retractable awnings or other projections not substantially enclosed at the sides are permitted to encroach into setbacks no more than 1.2m.



Requirement	REAR LOADED ALLOTMENTS (TYPE D)	
Front Setback	3m Verandah, 5m Dwelling (unless otherwise noted on Building Envelope plan)	
Side Setback	Garages – 0-200mm or 1.5m	
	<i>Single Storey</i>	<i>Double Storey</i>
	1.5m	2.5m
Corner Allotments	<i>Single Storey</i>	<i>Double Storey</i>
	2m Min setback from side street	3m Min setback from side street
Rear Setback	Minimum 2.5m – Lots Less than or equal to 35m Minimum 4m – Lots Greater than 35m Double Storey Elements – 5m minimum	
Garage	960mm minimum from main building line Garages may be either detached or engaged with the dwelling. If detached, must be located on the rear boundary. If engaged, must be setback a minimum 4m from rear boundary Maximum length on boundary 10m Maximum height on boundary 3.6m	
Site Coverage	60% Maximum Allotments greater than 900m ² – not less than 25%	
POS	If Primary Living areas upstairs, a deck, terrace or Balcony of not less than 10m ²	
Wall Heights	Maximum 2 storeys Wall heights to comply with ResCode requirements	
Dwelling height	Maximum 10m	
Design Controls	Classic or Premium Controls apply	
Allotment Type	Allotment Type Controls apply	

Note: Eaves/sunshades, retractable awnings or other projections not substantially enclosed at the sides are permitted to encroach into setbacks no more than 1.2m.



Requirement	FOURPLEX ALLOTMENTS (TYPE E)	
Front Setback	2m Verandah Dwelling, 4m (unless otherwise noted on Building Envelope plan)	
Side Setback	Garages – 0-200mm or 1.5m	
	<i>Single Storey</i>	<i>Double Storey</i>
	1.5m	2.0m
Corner Allotments	<i>Single Storey</i>	<i>Double Storey</i>
	1.5m Min setback from side street	2.5m Min setback from side street
Rear Setback	Minimum 2.5m – Lots Less than or equal to 35m Minimum 4m – Lots Greater than 35m Double Storey Elements – 5m minimum	
Garage	Minimum 1.5m setback from side boundary Minimum 2.5m setback from side street Garages to be constructed so they are within the motor court section	
Site Coverage	60% Maximum Allotments greater than 900m ² – not less than 25%	
POS	Preferred depth of 5.0m and no less than 40%	
Wall Heights	Maximum 2 storeys Wall heights to comply with ResCode requirements	
Dwelling height	Maximum 10m	
Design Controls	Classic or Premium Controls apply	
Allotment Type	Allotment Type Controls apply	
Town Planning	Dwelling designs must comply with Clause 55 of the Melton Planning Scheme and a Planning Permit is required for all multi dwelling developments in addition to satisfying the Design Guidelines	

Note: Eaves/sunshades, retractable awnings or other projections not substantially enclosed at the sides are permitted to encroach into setbacks no more than 1.2m.

7. UNDERSTANDING OF THE ADDITIONAL ALLOTMENT OVERLAYS

Overlay F: Fencing Overlay

General Description	This overlay applies to all allotments within Eynesbury. The front fence returns the concept of the 'front yard', a fundamental aspect of country towns. The front yard is an area designed to be able to spend time in, being part of the community. To achieve this, it needs to be defined and not incorporated into the road reserve. The front yard is not intended to be private open space. It should define the front boundary.
Allotment Type	Additional Control
Standard Allotment	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/balusters, 1200mm posts Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the front setback requirement for the full height fence. Full height fences are to start in line with the front façade wall.
Town House Allotment	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/balusters, 1200mm posts Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the front setback requirement for the full height fence. Full height fences are to start in line with the front façade wall.
Dual Frontage Allotment	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts Rear Boundary: 1050mm transparent golf course or reserve fencing – provided by developer unless otherwise stipulated in land contract Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the setback requirement for the full height fence. Full height fences are to start in line with the front and rear façade walls Screen Fencing: 1.8m screen fencing required to enclose private open space. To be solid or transparent. To return a minimum 1m behind each frontage.
Rear Loaded Allotment	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the front setback requirement for the full height fence. Full height fences are to start in line with the front façade wall Rear Laneway Fencing: Provide 1.8m timber paling fence, capped with exposed posts.
Corner Allotments	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts – to continue to the corner of the dwelling. Side street: Provide 1.8m timber paling fence with exposed posts, timber capping
Reserve Adjoining Allotments (Open Space Reserves)	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts - to continue to the corner of the dwelling. Reserve side: Provide 1.8m timber paling fence with exposed posts, timber capping and tapering down over a maximum of 50% of the front setback requirement for the full height fence
Fourplex Allotments	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts - to continue to the corner of the dwelling. Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the front setback requirement for the full height fence. Rear Reserve/Golf Course Boundary: 1050mm transparent golf course or reserve fencing.

Allotment Type	Additional Control
Battleaxe Allotment	Front Boundary: Provide 1050mm transparent picket, baluster, 4mm diameter wire golf course fencing or 3.2mm diameter woven wire fencing – 150mm plinth, 900mm pickets/Balusters, 1200mm posts - Side Boundary: Provide 1.8m timber paling fence, tapering down over a maximum of 50% of the front setback requirement for the full height fence. Full height fences are to start in line with the front façade wall Fencing to access lane: Provide 1.8m timber paling fence. Sections forward of the gates, are to include exposed posts, capping rail Where a battleaxe allotment is in effect a rear loaded dwelling, then any fence built along a road reserve boundary must meet the requirements of side boundaries for a conventional corner allotment. Entrance Gates: The gate for the entrance to the battleaxe laneway must be a full height gate located at 5.4m from the side boundary or where the neighbouring property full height fence starts

Additional Fencing notes:

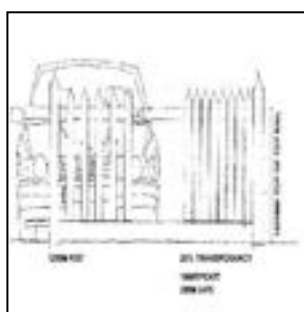
- All fencing must be constructed within 3 months of the certificate of occupancy being issued on your home. Refer to your contract of sale for any fencing rebates.
- Fencing may be left unpainted, or painted in neutral grey, grey/brown or white tones, using an appropriate timber stain, or semi opaque or opaque timber finish.
- Side fences may exceed the minimum height where there are sound reasons of privacy, with the approval of the DRP.
- Side fences may be treated with timber lattice or frameworks to promote growth of climbing plants.
- Connecting fence between the sidewall of the dwelling and the side boundary fence is to be a height equal to side fences. It is to be constructed of material and colours, which complement the dwelling.
- Metal fences including pool type tubular metal, cast iron, wrought iron etc. are not permitted.
- Front fence heights are to be 900-1050mm height to the top of the rail
- Picket fencing to have a minimum 20% transparency
- Picket fences may be capped
- Baluster fencing to have a top and bottom rail with a minimum 50% transparency. Baluster fencing may be constructed inclusive of a plinth
- Where a Balustrade forms part of the Verandah, a solid hedge with a minimum 300mm height along the front boundary must be provided in lieu of a front fence. The Balustrade must have a nominal height of 900mm above the floor level of the verandah and must be provided to the full length of the Verandah with an opening no more than 1800mm for access from the entry pathway.



Standard Side Boundary Fencing



Front Fencing



Typical Picket Style Fencing



Baluster Fencing

Overlay R: Reserve Overlay

This overlay applies where one or more boundaries of the allotment adjoin a public reserve. It is designed to provide for some passive supervision of the reserve and to protect the private open space of the allotment. There are different reserves throughout the township. Linear and open space reserves.

This overlay provides controls to ensure that reserve areas are provided with appropriate passive supervision from adjoining properties. In addition, private open space areas to allotments adjoining reserves are provided with an appropriate level of privacy.

Additional Control Category	Additional Control
Dual Frontage	House design is to allow for at least 2 windows from habitable rooms overlooking the reserve. Sill heights to be no more than 800mm above internal floor level with a glazed area of minimum 1sqm
	Locate private open space away from reserve or street. Use building form or fence screen to provide privacy
Townhouse Allotment	House design is to allow for at least 2 windows from habitable rooms overlooking the reserve. Sill heights to be no more than 800mm above internal floor level with a glazed area of minimum 1sqm
	Locate private open space away from reserve or provide a solid 1.8m fence to section. Private open space to be located a minimum 4m from boundary
Rear loaded Allotment	House design is to allow for at least 2 windows from habitable rooms overlooking the reserve. Sill heights to be no more than 800mm above internal floor level with a glazed area of minimum 1sqm
	Locate private open space away from reserve

Overlay B: Battleaxe Block Overlay

This control applies to rear loaded allotments where the garage is accessed via a battleaxe extension behind the adjoining allotment linking to an adjacent street. This overlay regulates the layout and configuration of the battleaxe extension.

Additional Control Category	Additional Control
Battleaxe laneway	The battleaxe laneway shall not contain any construction. A gateway shall be provided to the end of the battleaxe facing the street. The gateway is to be set back from the footpath not less than 5.4m or where the neighbouring property full height fence starts. The area between the gateway and the footpath is to be treated with suitable landscaping, arranged to soften the visual impact of the flanking fence lines. Battleaxe laneways providing vehicular access to garages shall be paved in a manner suitable for vehicular traffic. In cases where the battleaxe contains an easement, consent to build and or erect a structure over the easement and or asset is required from the relevant authority.

Overlay D: Double Storey Overlay

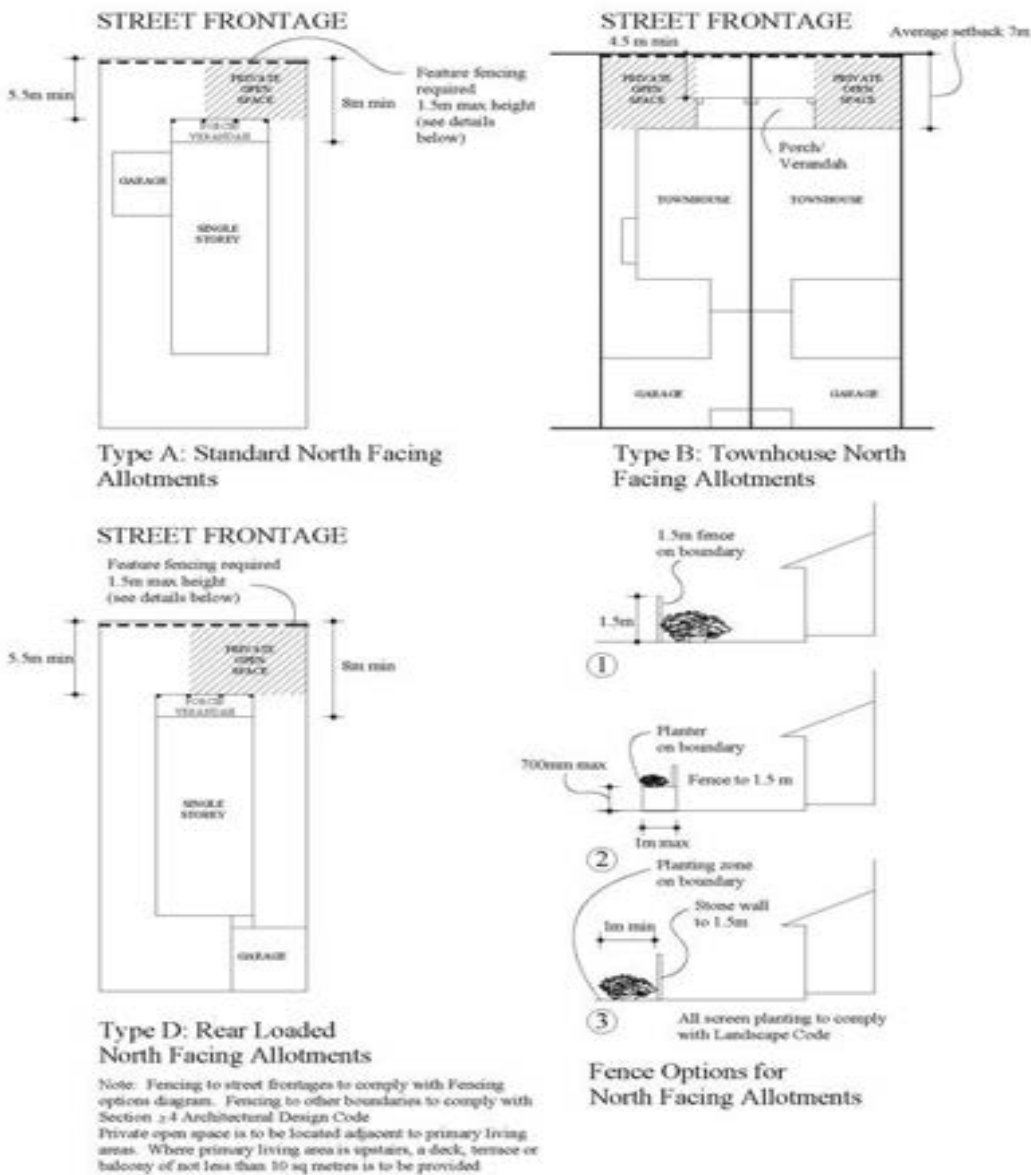
This overlay requires that the residence on the allotment is of two storeys in height. The overlay seeks to give visual impact to buildings in prominent or focal locations within the township.

Additional Control Category	Additional Control
Maximum Height	Residences on allotments with this overlay must be 2 storeys in height, with the upper floor comprising at least 50% of the ground floor area and generally arranged so that the 2 storey part is positioned close to the street frontage. Heights and setbacks shall confirm with the design controls set out for the allotment type.

Overlay N: North Facing Allotments Overlay

This overlay applies to selected north facing allotments.

Control Category	Control
Setbacks, Fencing, Private Open Space, Landscaping	Allotments with north facing areas towards the street require attention to fencing to afford privacy to these more exposed private open spaces. Front boundary setbacks North facing private open space Raised floor levels, front boundary screen barriers to achieve privacy to exposed north facing private open space Refer to North Facing Allotments: Supplementary Controls below



North Facing Allotments: Supplementary Controls

ARCHITECTURAL DESIGN CODE

The Architectural Design Code controls the detail of the buildings, including materials, detailing and composition and proportion. The code promotes a design derived from the designs of the traditional Australian Country Town.

APPLICATION OF THE ARCHITECTURAL DESIGN CODE

The requirements of the Architectural Design Code apply to those parts of the building within the control zone applicable (Classic or Premium), as well as those that are visible from the street and publicly accessible areas.

Materials other than those specified may be used with the approval of the Design Review Panel(DRP). Variations to this code may be granted by the DRP in cases of architectural merit, site conditions or other extenuating circumstances. In the event that DRP allows a variation, relaxation or waiver of the application of the Design Guidelines, this will not set a precedent nor imply any such action will apply again

The code controls apply to all elements of the building:

Basic Building Shell

- Walls
- Windows and doors
- Floors
- Roofs

Accessory Elements

- Verandah, Pergolas and Shading Devices

Outbuildings and buildings for Vehicle Storage and Circulation

- Garages, Carports and Driveways

Landscape Structures, Fences

BASIC BUILDING SHELL

PLAN FORM AND SITING

Houses should be generally sited parallel to the side boundaries, except where allotments are tapered in which case the house façade should be generally parallel to a line drawn between the ends of the street boundary of the allotment.

FAÇADE MATERIALS AND DETAIL

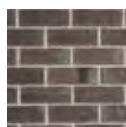
Façade materials and detail must comply with the detailed requirements set out below.



TYPICAL EYNESBURY FACADE TREATMENT

WALLS

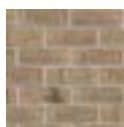
Item	Materials and Colours	Configuration	Comments
Wall materials			
Weatherboards	- Weatherboard - Fibre Cement Weatherboards - Hardies ‘Primeline’ weatherboards - CSR Weathertex - Hardies ‘Linea’	Wall articulation in the form of stringcourses and bands are encouraged, but must be consistent with general wall and trim colours, and the overall effect of the wall articulation must be simple and reinforce the building form.	Bricks must be selected with the colour bases of Reds, Medium-Dark Browns, Creams Brick colours and textures vary from time to time due to the variation in the raw materials used by the brick manufacturer. A full list of approved/non-approved bricks is available from the DRP Raked joints are not permitted.
Bricks	Hardies ‘Hardiplank’ is not permitted. Bricks selected are to be based on traditional Australian Country styles. Natural muted tones are permitted. Bold vibrant ‘modern-day’ bricks will not be approved	Square Edge, smooth face bricks are acceptable Tumbled bricks and bricks with textured or patterned faces are not permitted	
Mortar Joints	Struck Flush Weathered Rolled	Mortar must preferably be a traditional mix with white sand and lime to give a generally light colouring.	
Render Finishes			
	Renders must be in a neutral grey and natural or sandstone like colours (buff, light beige, sandstone cream).	Renders may be applied as smooth render. Paint to rendered surfaces must be matt or low sheen.	Rendering to facades is not mandatory
Wall Articulation			
Corner Allotments	Front and side facades of buildings on corner lots must be similarly detailed and use similar materials.		
Material Transitions	Materials must not change within a storey at corners or within 1500mm of a corner on classic Allotments, and 6000mm on a Premium Allotment.		



Weatherboard



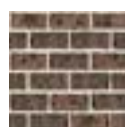
Render



Flush Joints



Dressed Sandstone

Ledgerstone (Column
(and feature only)

WINDOWS AND DOORS

Item	Materials and Colours	Configuration	Comments
Windows			
This control applies only to windows and doors visible to the street and located within the control zone Permitted Window Types	Windows are to be substantial in frame thickness. Preferred materials are: Timber High quality aluminium	Suggestions for windows are as follows: Southern Star Windows: 200+ Series (no 100 Series permitted within control zone) A & L Windows: Armada awning windows Double glazed awning windows Double hung Casement Box bay windows Face of wall casement Awning Frames to be proportioned such that the longest lengths extend vertically. Horizontally oriented windows are to be articulated with mullions and sashes such that these articulating elements have a vertical proportion, as defined above. Alternatively, if no are mullions provided, plantation shutters are to be installed as a mandatory requirement Glazing bars and colonial bars shall match the profile and depth of the main sash frame and beading. Glazing bars that are thin 'stuck on' strips or captured between double-glazing are not permitted. Some manufacturers provide products with 'stuck-on' bars. Provided the bars do not create the appearance of being 'stuck on', they may be considered.	Windows with light, visually flimsy framing present a cheap visual appearance to the street. Use of appropriate member sizes and sash inserts improves visual solidity. Sliding windows are not permitted within the controlled zone of the house. Windows must present a vertical proportion to the street Excessive use of glass results in building forms disruptive to the coherence of the urban environment. Windows openings must be properly trimmed and finished.
Trims			
	Wall trims (corner staves, architraves) roof trims (fascias, eaves linings & exposed rafters) & window trims to be of timber or fc sheet, coloured to match general trim colour	Minimum dimensions: 12 mm thick, 90 mm wide to corner staves and architraves. Barge boards not less than 200 mm wide, 25 mm thick.	Openings to be defined, use of a uniform colouring to trims allows use of a variety of wall colours while still providing a visual coherence.

Item	Materials and Colours	Configuration	Comments
Doors			
Entry Doors	Timber, solid paint finish to door leaf and frame.	Recessed panels, painted in solid paint.	Entry doors must have a solid and substantial appearance.
Premium allotments		Entry doors to be a minimum 2300mm high (Unless otherwise approved by the DRP)	Doors must have an appropriate scale and detail
Classic allotments		Entry doors to be a minimum 2040mm high (Unless otherwise approved by the DRP)	Front doors must be simple in character and detail
Preferred External Door Types (i.e. Not the front entry door)		Bi-Part Doors French doors Bi-Fold Doors Note that sliding doors with substantial appearance may be approved for use in non-control zones Side lights and fanlights shall be glazed with clear or plain etched glass. More elaborate treatments with bevelled glass or leadlight may be acceptable where the effect is simple.	Flush panel doors, panelled doors with non-rectangular panels and fussy mouldings are not permitted.
Sidelights			



ACCEPTABLE FRONT ENTRY DOORS:

Some Doors appear too modern, ensure the door chosen reflects to correct style and has a vertical appearance



APPROPRIATE WINDOW SOLUTIONS

Ensure windows appear vertical and have a substantial frame. No 'stick-on' glazing bars

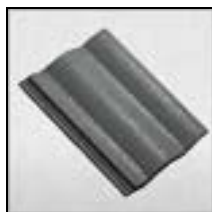
ROOF FORMS AND ROOF ACCESSORIES

Item	Materials and Colours	Configuration	Comments
Roof			
Premium or Classic	*corrugated galvanized iron *corrugated colorbond iron (slate grey, light grey) *Asphalt shingles *Natural slate (uniform grey tones) *Zincalume	Roofs shall have a simple, symmetrically pitched hip or gable form. Steeper pitches are possible, attic villa styles are encouraged. Hip and gable roof forms, and composites of these are permitted. Mansard, dual pitch, skillion, flat and curved roofs are not permitted without dispensation from the DRP.	Traditional Australian Country Towns have building stock dating from the nineteenth and early twentieth century, and typically have buildings with roof pitches not less than 30 degrees. Such roof pitches allow the roof form to be in visual balance with the lower walls of the building. While this pitch is preferred these controls allow minimum pitches of 22.5 degrees (classic allotments) and 27 degrees (premium allotments)
Premium or Classic	Tiles *Selected flat concrete tiles. *Selected Marseilles pattern terra cotta tiles. *Selected flat (Strata type) terra cotta tiles.	Skylights, vent stacks, and other roof protrusions must not be placed on a roof facing a street or where they are visible from nearby streets. Skylights shall be flat in profile.	Roof heights must be adequate to allow full wall heights and steeper traditional roof pitches and forms
Classic Only	* Selected curved profile concrete tiles		Roof colours to be uniform in silvers and neutral greys.
Premium and Classic			
Single Storey	Parapet roof forms are not permitted		
Double Storey	Parapet roof forms are permitted over garages only where the first floor of the dwelling covers a minimum of 50% of the garage width.		

Acceptable Roof Tiles:



Premium or Classic



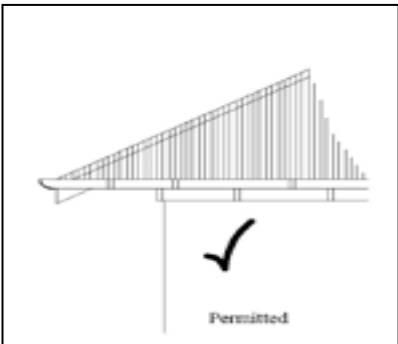
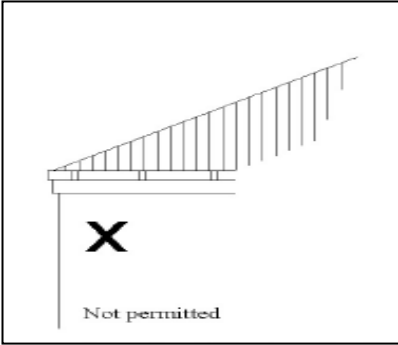
Classic Only



Premium or Classic



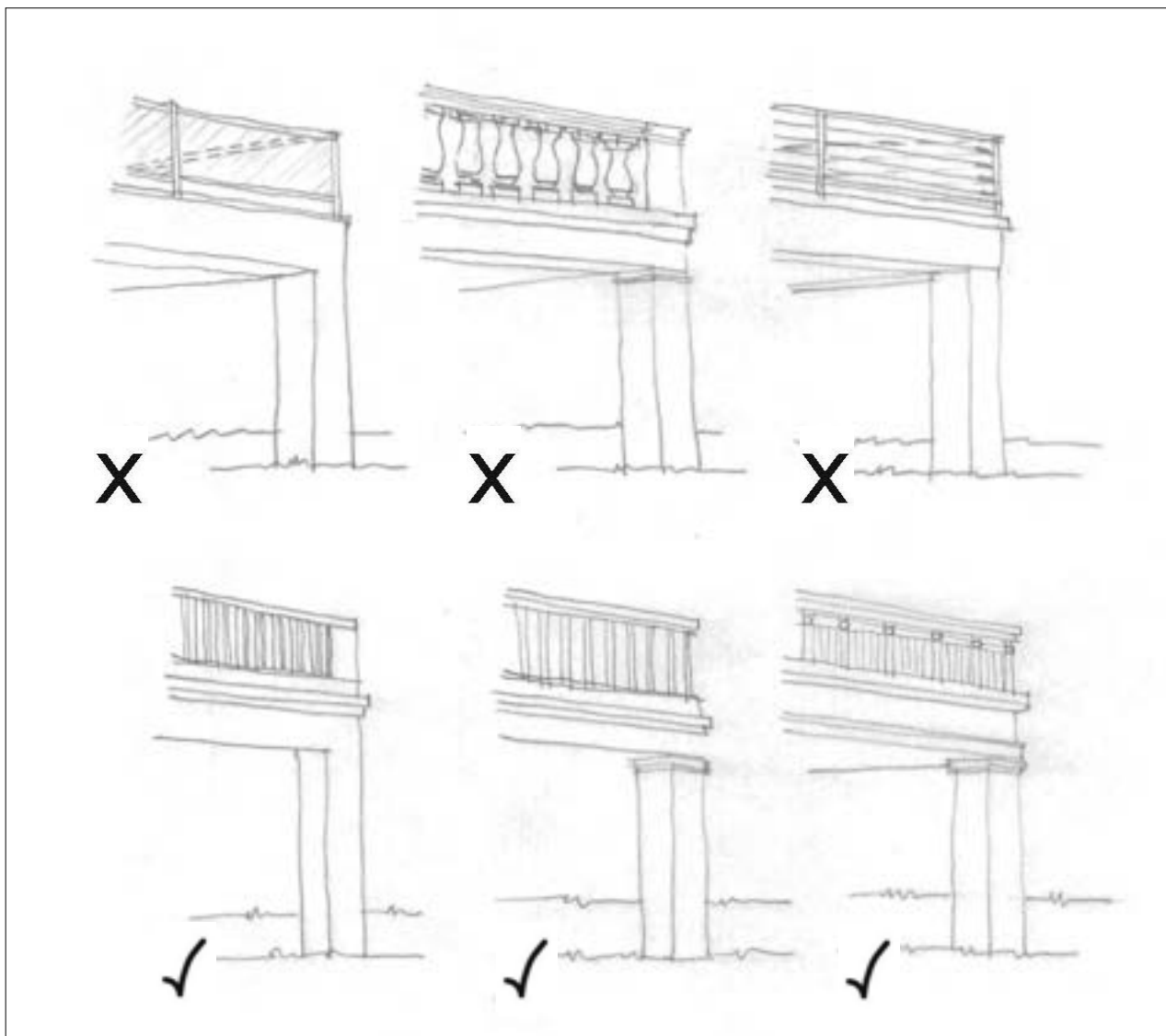
Premium or Classic

Item	Materials and Colours	Configuration	Comments
Eaves			
	Eaves shall be constructed in timber and/or approved fibre cement linings. Only approved metal fascia systems are permitted. No eaves are required for a roof above a verandah. A minimum 200 mm overhang is required to the bargeboard above gables to the front facade.	Eaves overhangs are mandatory, except to garages where a parapet is provided, or roof edges over garage walls on boundaries. Premium allotments: Eaves overhangs must be at least 600 mm. Classic allotments: Eaves overhangs must be at least 450 mm. Eaves must have either: Expressed rafter ends with lining boards, or Hardigroove or plygroove lining panels as above. Appropriate lining is to be used for eaves in accordance with BCA.	 Permitted  Not permitted
Fascias, Barge Boards and Gable Ends			
	Timber or metal fascia systems may be permitted. Gable end details such as finials are not permitted.	Fascias may be plain or beaded.	Square profile gutters, and gutters with ribbed profiles are not permitted.
Gutters			
	Gutters must be painted to match either the roof colour or the trim colours	Gutter profiles must be of the following profiles * Quad * ½ round * Ogee *Downpipes are to be rectangular or round. *Chain downpipes also permitted	Square profile gutters, and gutters with ribbed profiles are not permitted.
Chimneys			
Use of chimneys is encouraged; however, there are to be no exposed metal flues.	To match wall materials	Rectangular masonry or masonry effect shafts. Cowls as required for decorative gas log fires are permitted if the maximum projection of the cowl above the chimney shaft is not more than 300 mm.	Vane type cowls with projecting wings are not permitted

ACCESSORY ELEMENTS

VERANDAHS, PORTICOS AND SHADING DEVICES

Item	Configuration	Materials and Colours	Comments
Verandahs			
Size of Verandahs: Width: Premium Classic	Verandahs are mandatory, Verandahs must be open at both ends Minimum 40% of the width of the building facing the street Minimum 25 % of the width of the building facing the street Alternatively, a pergola of equal width may be substituted, if there is a usable paved terrace under. Verandahs may return to the side of dwellings, and protect side entry points.	Verandahs and/or pergolas are to be constructed of timber with trims and details painted in a single colour, in lighter tones. Fussy or elaborate picking out of detail is not permitted.	Verandahs of a habitable dimension are a fundamental part of the character of housing in traditional country towns. They provide a protected transition zone between the street and the building interior.
Size of Verandahs: Depth (Premium and Classic)	Minimum depth of 1.8metres Maximum depth of 3.0metres Permitted to extend further into the main volume of the building form to allow creation of screened outdoor rooms, sleepouts etc.		Verandah and portico structures must be constructed in such a way as to ensure that they are large enough to furnish and occupy.
Verandah roof forms	Verandahs may have a simple pitched roof, or concave curved roof. Bullnose verandahs are permitted on Townhouse allotments where the garage is at the rear of the lot and rear loaded allotments. The Bullnose must match the entire width of the façade, be constructed under the roof form and where the ceiling height is 2700mm minimum.	The roof of the bullnose must match the dwelling roof material.	The form of verandahs must be simple and not fussy in detail. Complex fretworks and lacework are not permitted.
Construction of: Columns and Beams	Posts: Timber verandahs to have timber posts not less than 110mm square. Fascias not less than 180mm deep. Posts may have stop chamfers, base and capital details, but not turned details. Columns: Masonry piers must be not less than 300mm square in plan. Verandah beams: Beams over masonry columns must align with the outside face of the piers or columns. All piers and columns must continue to the eave/roof line.		Verandahs should be constructed of substantial members to achieve a strong reading to the street.



Balustrade Designs

1. Non-compliant glass balustrade
2. Non-compliant moulded concrete or render balustrade
3. Non-compliant steel and wire balustrade
4. Compliant balustrade with masonry corner piers and timber balusters
5. Compliant simple timber balustrade
6. Compliant simple wrought iron balustrade

Also permitted:

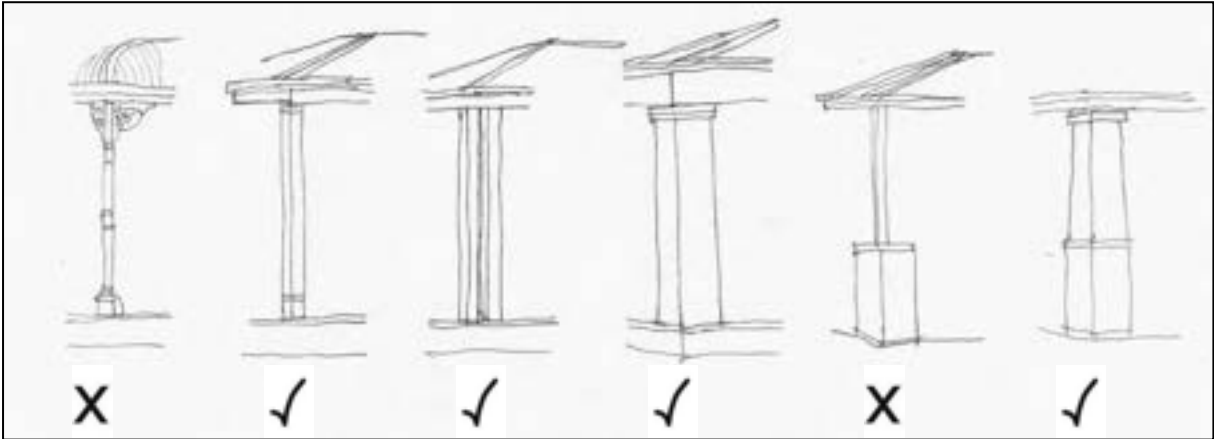
- Simple solid rendered balustrade
- Combination of simple wrought iron with masonry corner piers and deep handrail

Also, not permitted

- Ornate wrought iron, or any cast iron or aluminium panels
- 'Pool fence' style tubular metal balustrades

Item	Configuration	Materials and Colours	Comments
Balustrades			
	Balusters must be vertical. Spaces between balusters must not exceed 125mm The top rail must be a minimum of 1000mm above the finished floor level of the verandah The following balustrades will not be permitted: * Precast cement ornamental balusters * Glass balustrades * Aluminium or iron ornamental lace * Complex timber fretworks * Solid Rendered Balustrade	Wooden balustrades shall be painted a light contrasting colour to generally match windows and trims. Iron balustrades shall be painted black or dark grey. Wrought iron with simple vertical members (hollow or solid sections) are permitted.	
Pergolas			
	Posts to be minimum of 110mm square Beams not less than 180mm x 32mm timber.		Pergolas may be used in place of verandahs, particularly to north facing homes where a verandah may prevent the achievement of the required energy ratings. Pergolas must appear as a substantial and integrated part of the visual character of the home.
Porticos and Balconies	Double storey columns are not permitted. Two tiers of columns may be used if they are backed by two tiers of balcony or verandah. Classical style pediments are not permitted. Circular columns are not permitted Masonry columns must be square or rectangular in plan and have a minimum width of 300mm and a width to height ratio of 1:8. Columns must not be the total depth of the portico or balcony and must be free standing to allow useable access to the area.	Columns may have simple mouldings to top and base.	 Calculation – 1:8 $345\text{mm} \times 8 = 2700\text{mm}$ The minimum height of the column

Brick or rendered piers must not be used on the façade should the neighbouring property on either side have developer approval for a design with brick or rendered piers. Home designers and builders are strongly encouraged to use timber posts throughout the Eynesbury Township.



COMPLIANT AND NON-COMPLIANT VERANDAH POSTS



ACCEPTABLE DOUBLE STOREY COLUMN AND BALUSTRADE TREATMENT

Item	Configuration	Materials and Colours	Comments
Window Awnings			
		Fabric window awnings may be installed, colours may be plain or striped in bands not less than 50 mm wide on a white or off-white background.	
Shutters			
Use of shutters is encouraged, representing a traditional method of sun control and shading.	Shutters must measure half the width of the windows they adjoin, or must be capable of fully covering the window they adjoin. Blades must be not less than 45mm in width. Frames must be not less than 38 mm thick, base rails not less than 90 mm wide, side rails and head rails not less than 50 mm.	Shutters may be manufactured in Timber, PVC or metal. Colours must match window and trim colour. Rolling shutters however, are not permitted	Shutters, if used, must not have a flimsy 'louvre door' appearance and must at least appear to be capable of operation.
Mailboxes			
	Mailboxes must be integrated/concealed within the front fence and provided with street number identification.		

ACCESSORY ELEMENTS: SHUTTERS & AWNINGS



INTERGRATED LETTERBOXES:



General External Accessories

The following items must not be visible from the street, reserves or the golf course.

- Clothes lines
- Split system air-conditioning equipment
- Rubbish Bins
- In-window air conditioners
- Above ground swimming pools

The following items may be visible from the street, but consideration should be given to sensitive siting of these structures:

- Solar panels
- Recreation and play equipment
- Evaporative Cooling Units – To be low profile and located towards to the rear of the dwelling.

**BUILDINGS FOR VEHICLE STORAGE
GARAGES, CARPORTS & DRIVEWAYS**

Many of the allotments at Eynesbury feature rear access lanes, freeing the street frontages from the imposition of garages and the associated crossings and driveways. However, for those allotments that have street frontage access to garages, the following design rules apply:

- The maximum width of the garage facing the street is 6.5 metres – larger garages will be considered on their individual merit. They are to appear as an extension to the façade using windows or similar. ***Garages are not to dominate the façade.***
- The garage is to be setback a minimum 960mm from the primary façade of the house
- The garage must match the materials and finishes of the house.
- The roof line of the garage should be attempted to be separated from the roof line of the dwelling
- The garage roof pitch is to match the pitch of the roof to the house, or where a flat roof is provided, a simple (straight) parapet must be provided to conceal the roof as viewed from the street frontage. See Roof Forms Section for more details.
- Garage eave overhangs are to match the overhang of the house. Detached garages must have eaves overhang not less than 450mm.
- Triple garages are permitted on allotments facing rear laneways and on allotments over 20 metres wide. On Front loaded allotments, triple garages must comprise of either one double and one single garage element or three single garage elements with a column or pillar dividing at least two of the elements. The third garage must be setback a minimum 960mm behind the main car garage.

Garages located on lanes or side boundaries must comply with the following controls:

- The garage must be constructed in the same material and palette as the house design
- The garage may have a pitched roof matching the detail and finish of the house, or a flat roof concealed by a parapet (controlled zone only). See Roof Forms Section for more details.
- If a parapet wall treatment is desired above the garage door, the parapet wall must wrap around the sides of the garage extending back not less than 1 metre with a well resolved transition to the pitched roof behind.
- On large lots the garage may be detached and accessed by a drive down the side of the house. If located towards the rear of the lot, fencing and gates must be provided.

Item	Configuration	Materials and Colours	Comments
Garage Appearances			
	Garages are to appear as structures separate to the dwelling, and must not visually dominate the dwellings. Garages shall match the general character, proportion and detail of the dwelling facades style. Long, horizontally proportioned garage doors are not permitted.	Garage doors are to be constructed of timber with a paint finish, or metal as below. Panel lift doors may be constructed in metal but must have a smooth finish. Roller doors are not permitted.	Garages in traditional urban environments are generally either placed to the rear of the site and accessed by a long driveway, or accessed from a lane at the rear of the property. The objective of this control is to ensure that garages do not dominate the presentation of houses at Eynesbury, and that they integrate with the visual character of the precinct.



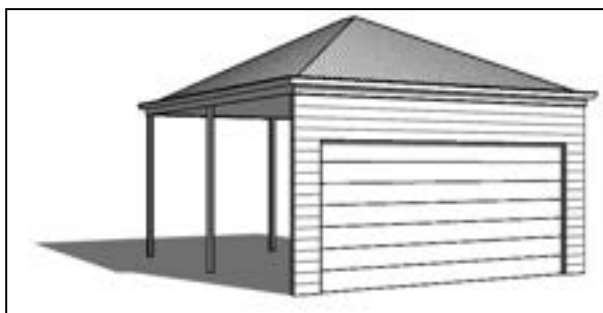
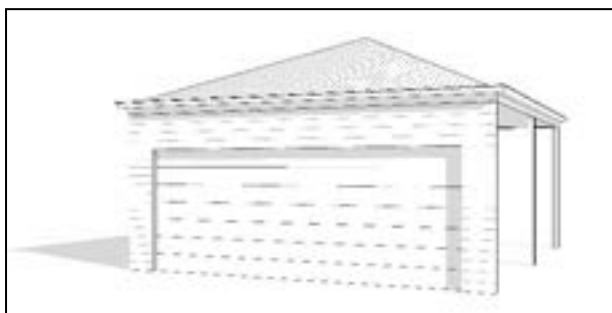
NON-COMPLIANT ROLLER DOOR



COMPLIANT PANELLIFT DOORS



Item	Configuration	Materials and Colours	Comments
Accessory Units			
			Accessory units (ie. student bedrooms or self-contained flats) located on the rear lanes positioned over the garages, are encouraged. Accessory units must comply with the siting guidelines and be designed to match the building facades, in colour and detail.
Carports			
	Carports must be designed with a pitched roof to compliment the façade detail. Carports must only accommodate one car, or two in tandem configuration. Larger forms of these structures are not permitted.	Colours are to match that of the dwelling.	The Eynesbury Style discourages double carports unless in a tandem configuration.
Driveways			
'In' and 'out' driveways	In and out driveways are generally discouraged on all allotments, however the DRP may consider proposals for larger allotments.		
Treatments for Driveways	Driveways must be appropriately edged and adequately landscaped to edges.	Acceptable surface treatments include: *Washed aggregate concrete in stone and grey tones - precast borders optional *Precast pavers in sandstone or light grey tones *Gravel *Granitic Sand *Brick pavers (selected from the materials list) *Plain coloured concrete (Classic allotments only).	



ACCEPTABLE CARPORT DESIGNS



ACCEPTABLE DRIVEWAY MATERIALS

EXTERNAL STRUCTURES

Item	Configuration	Materials and Colours	Comments
Outdoor Structures			
	Outdoor structures are permitted in rear yards, including * Sculptures * Landscape features * Cubby houses and sandpits * Glasshouses * Garden Pergolas * Pool Enclosures * Pools Outdoor structures are permitted in front yards, but limited to: * Small landscape features		Where a pool is adjacent to the Golf Course, appropriate screening is to be provided for privacy
Garden Sheds	Detached Garden sheds are limited to: 3m wide x 6m deep x 2.4m high to the top of the eave/gutter They are to be located within the building envelope. Garden sheds must be pitched to match the dwelling pitch or less	They are to be constructed in colorbond or similar, in colours that complement the dwelling	Details are to be supplied to the DRP for approval including heights, materials and locations Any sheds constructed with an area greater than 10m² must obtain a building permit.
Outbuildings	Detached outbuildings are permitted on lots that are greater than 799m² in area. The outbuilding must be built within the building envelope. Maximum plan dimensions are 6m x 12m. Roof pitch must match the main dwelling. Overall height must not exceed the main dwelling.	Roof and wall materials and colours must match the main dwelling.	Details are to be supplied to the DRP for approval including heights, materials and locations

LANDSCAPING DESIGN CODE

The landscape character at Eynesbury will be generated by three components:

- The existing landscape assets, including significant retained elements such as the Grey Box Woodland.
- New landscaping to public areas such as streetscapes and public parks
- Landscape on privately owned allotments

The first two elements will be installed, maintained and managed by Eynesbury Property Development Pty Ltd, and later by the City of Melton. Private gardens are to be maintained and managed by individual allotment owners. The following regulations and guidelines apply only to landscape on private allotments.

The Landscaping Objective at Eynesbury is to protect and enhance the both the rich cultural historical and environmental significance of the area. The guidelines are implemented to successfully develop a consistent Eynesbury character, and to ensure that vegetation selection and arrangement is appropriate to the development of the Eynesbury Township.

The controls relate to the visual and environmental sensitivity of the site and the desire to build upon the rural aesthetic, homestead character and respond to the adjacent Grey Box Woodland and Werribee River.

1. STREETSCAPES

The streetscape at Eynesbury is viewed as an extension of the residential landscape, and will continue the commitment shown to the locally indigenous vegetation. The blending of streetscape and residential gardens is viewed as integral to developing a consistent Eynesbury character.

2. DESIGNING YOUR GARDEN

Private gardens designs must consist of a minimum of 20% permeable areas. Gardens must be designed with a balance of both lawn and plant species. A minimum of 60% of plants used in the front garden should be locally indigenous plant material. Your garden must be a suitable response to the blending of native and exotic plant species, characteristic of the Australian Country Town character. The use of irrigation systems connected to the recycled water mains is encouraged.

The Eynesbury Township has been designed to suit the nature of the existing Grey Box Woodland. A prohibited plants listing has been created, to avoid introducing potentially damaging weed species.

Synthetic or ‘fake’ grass is not to be used in areas that are visible to public view.

Landscaping to the front of your home must be completed within 6 months of the certificate of occupancy being issued. Refer to your contract of sale for landscaping rebates.



A P P E N D I C E S R E L A T I N G T O M A N D A T O R Y C O N T R O L S

The following Appendices are Referenced in the Eynesbury Regulations and controls. They are essential supporting documents to the Regulations and Controls

APPENDIX 1 Examples of Application of the Eynesbury Code

APPENDIX 2 Landscape Design Guidelines and Controls

APPENDIX 3 Examples of Garden Designs

APPENDIX 4 Recommended Plants List

APPENDIX 5 Prohibited Plants List

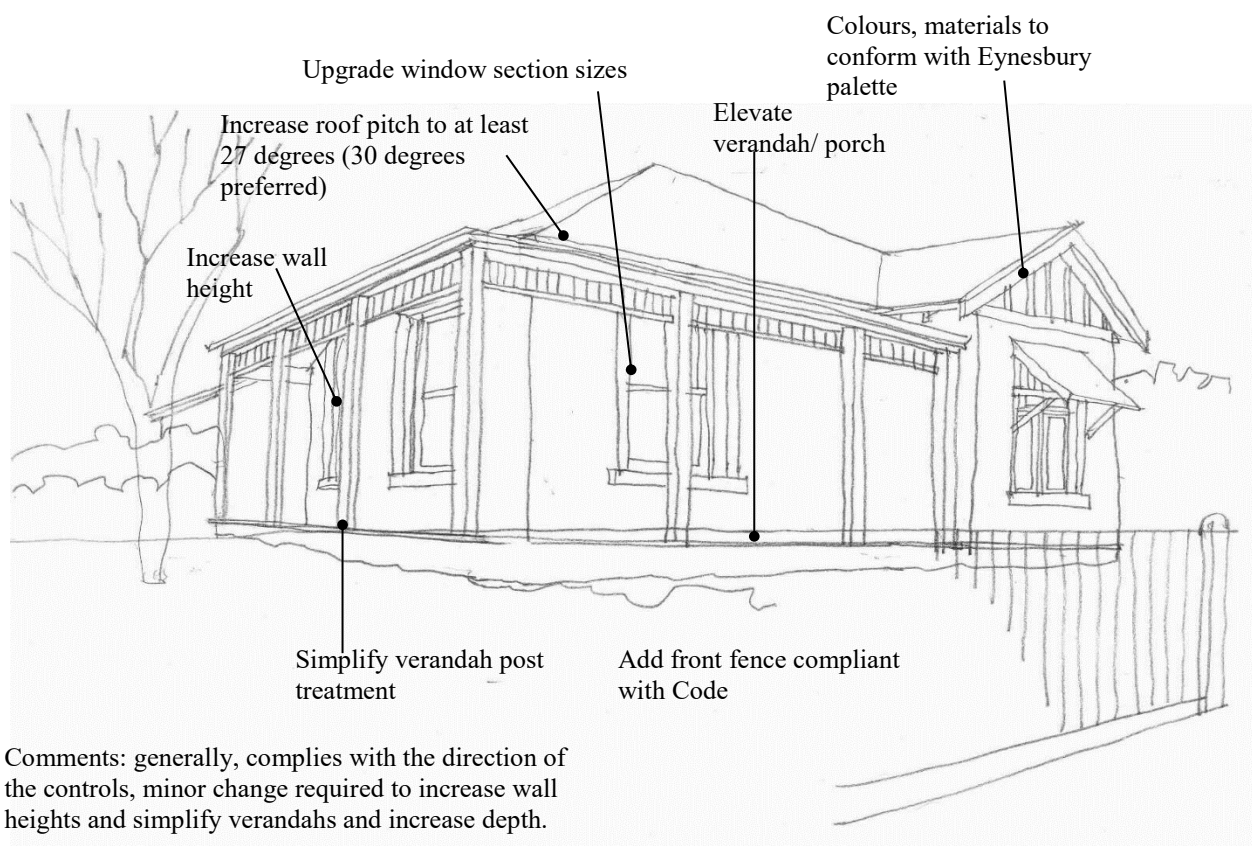
A P P E N D I X 1 . E X A M P L E S O F T H E A P P L I C A T I O N O F T H E E Y N E S B U R Y C O D E

The following illustrations show standard contemporary residential designs altered to meet the Eynesbury Code. The annotations highlight areas of non-conformance addressed by the design alterations. In most cases existing designs that are based on a traditional building vernacular can, with some care, be adapted to be compatible with the Australian Country Town character mandated by the Code.

TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



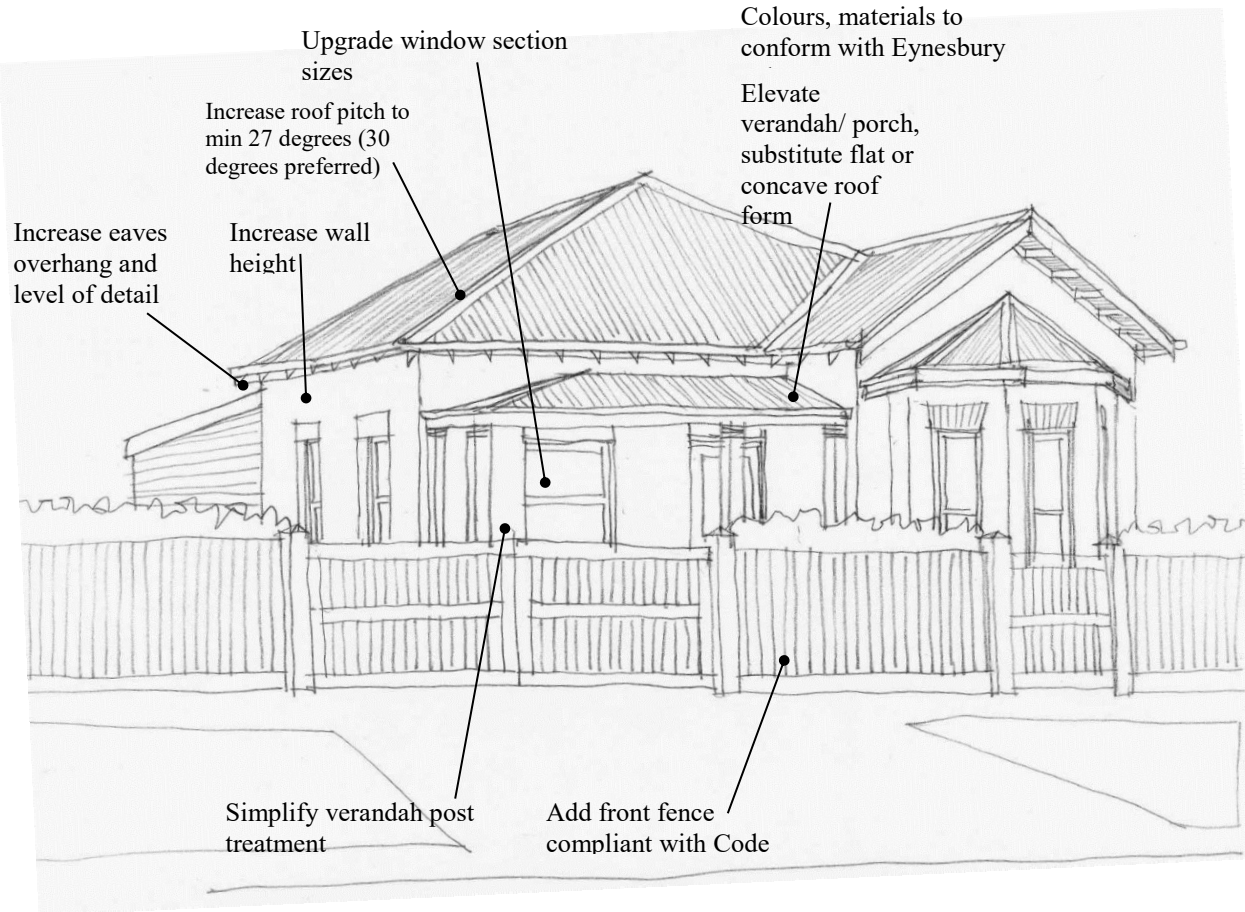
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



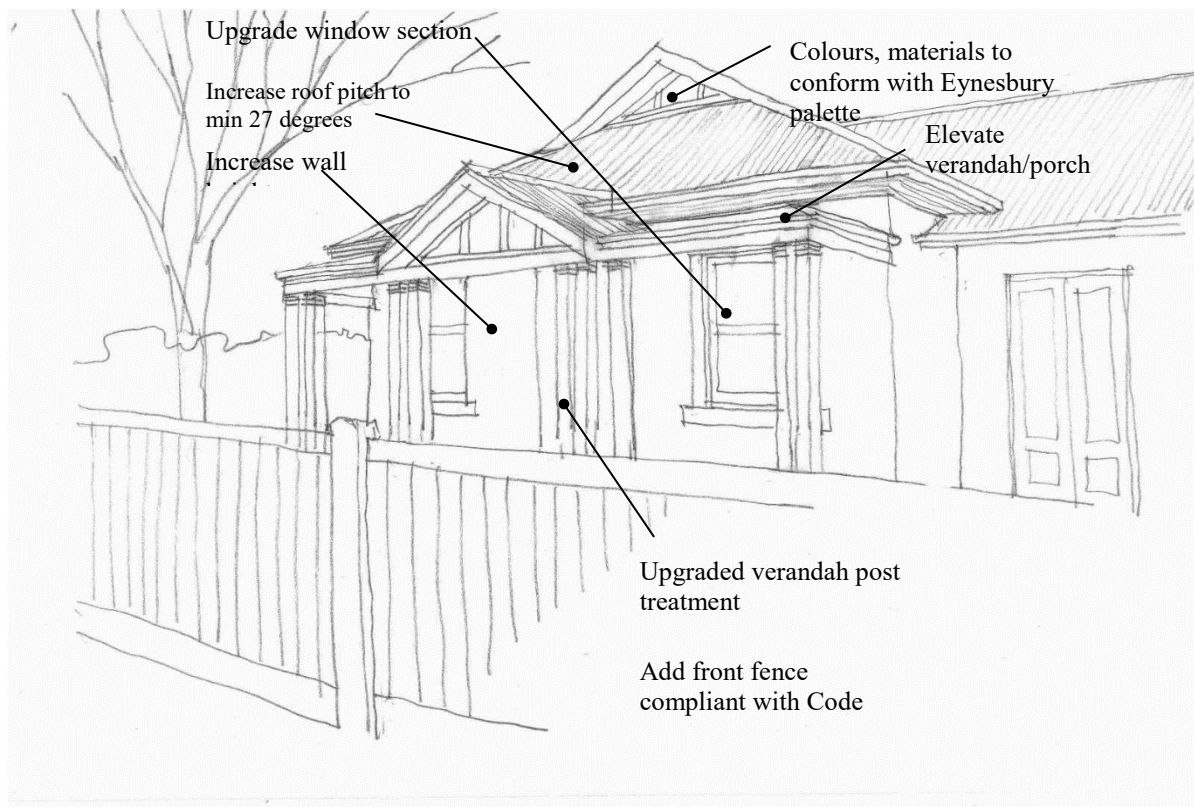
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



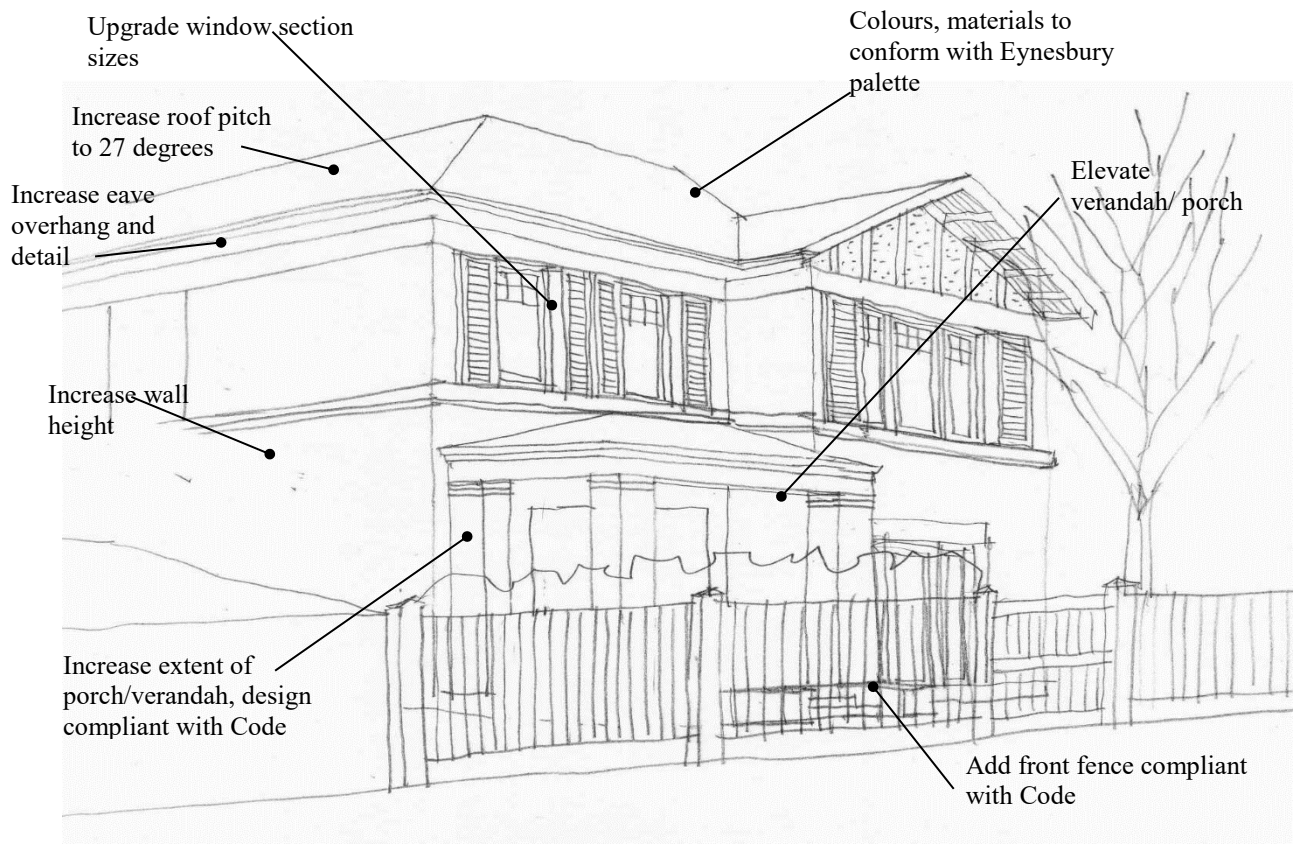
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



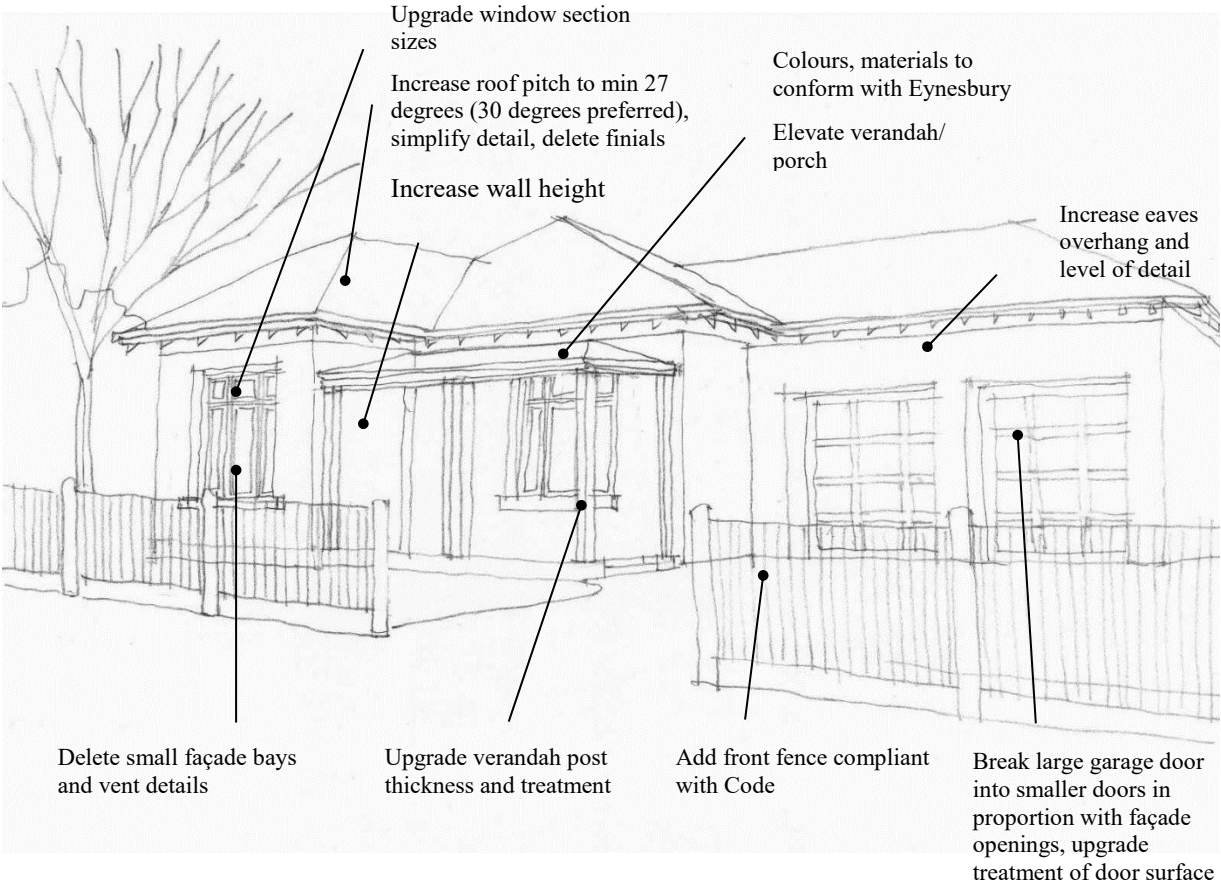
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



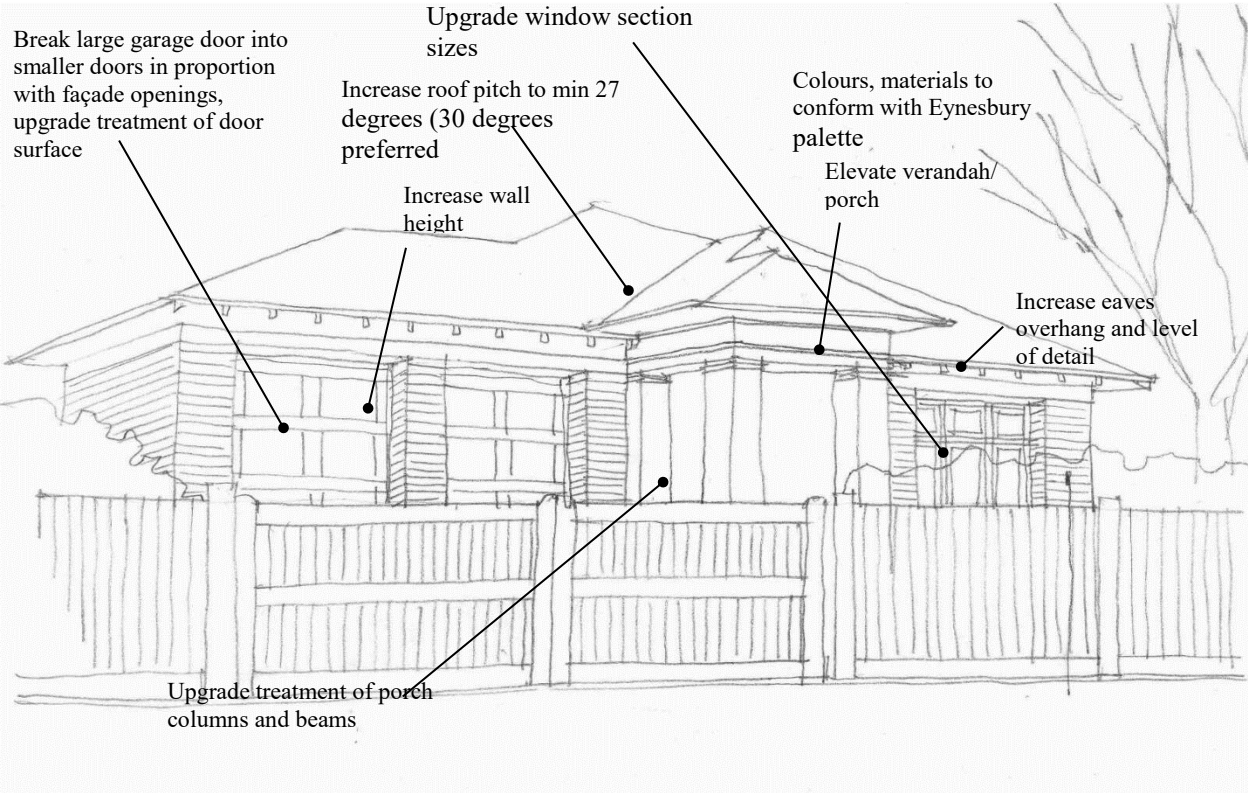
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



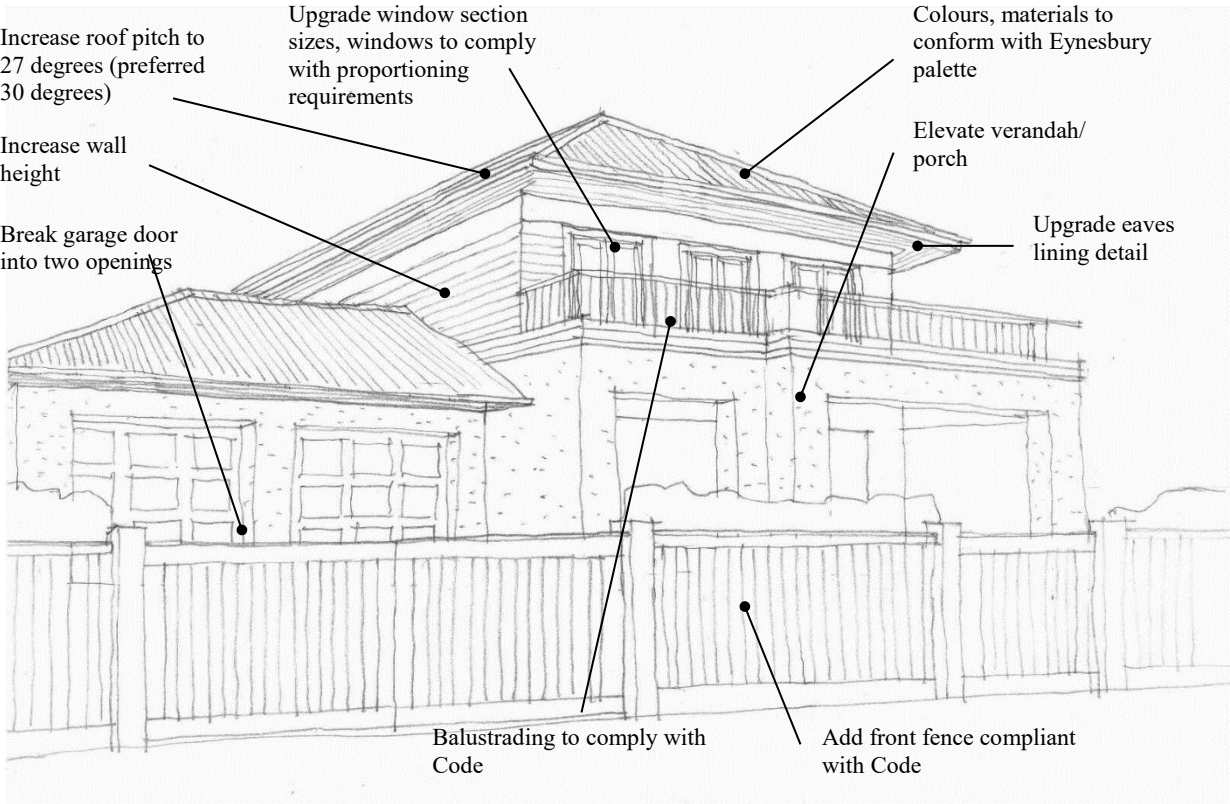
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



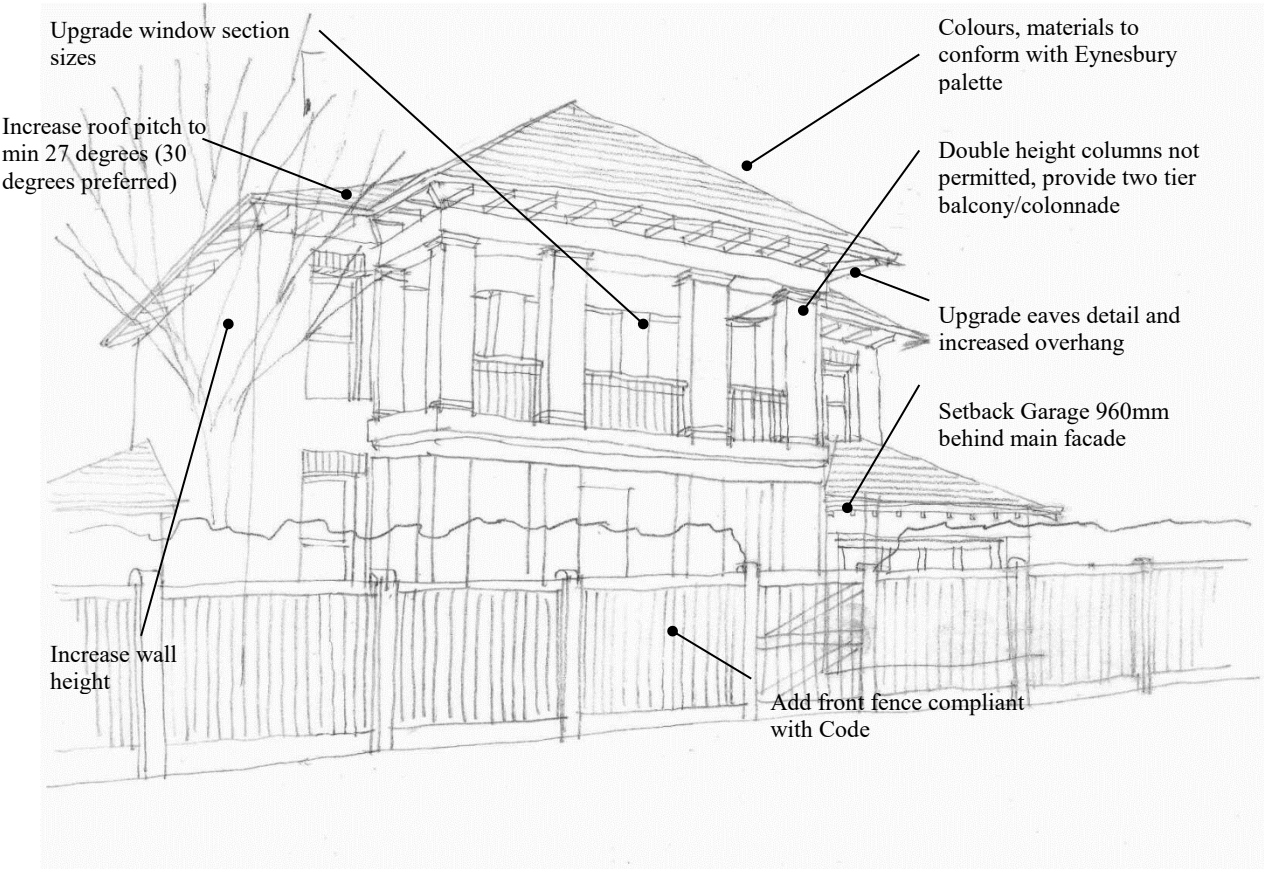
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



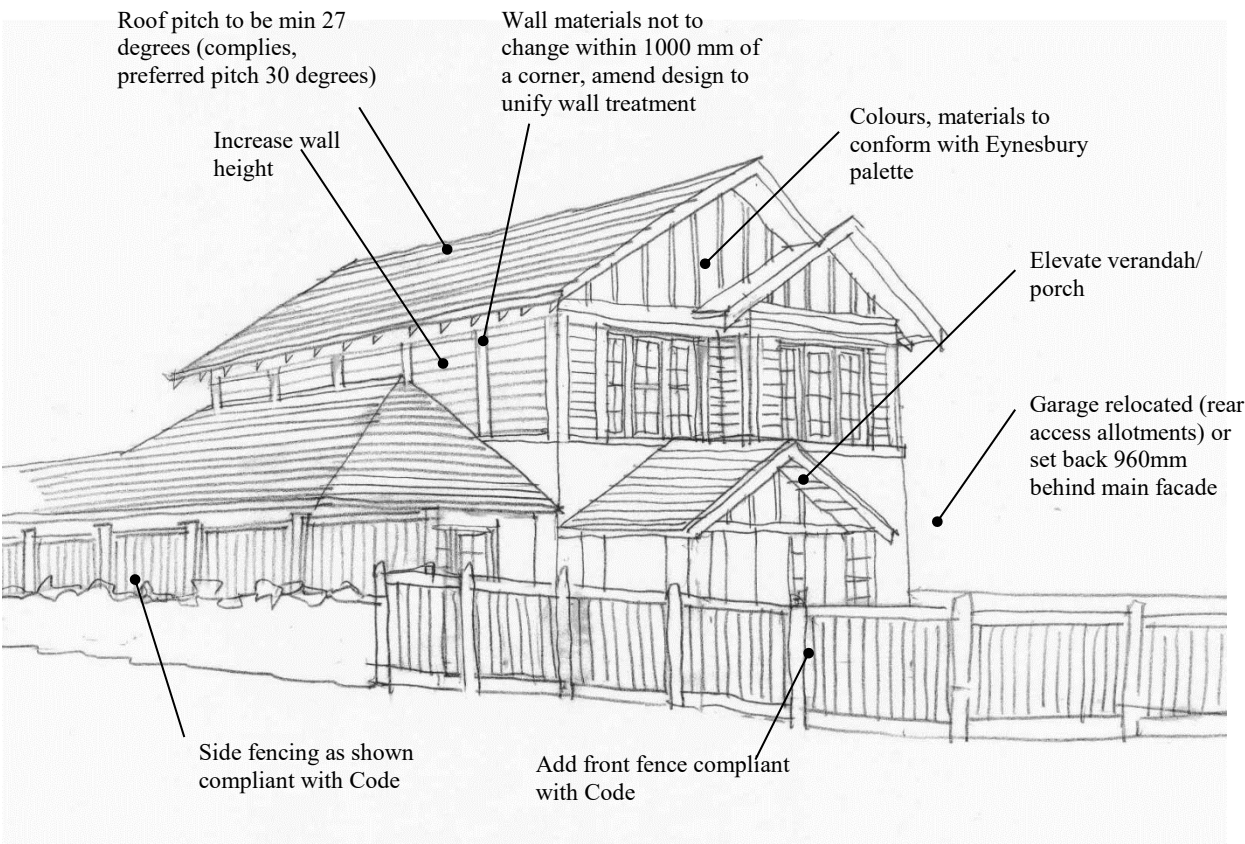
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



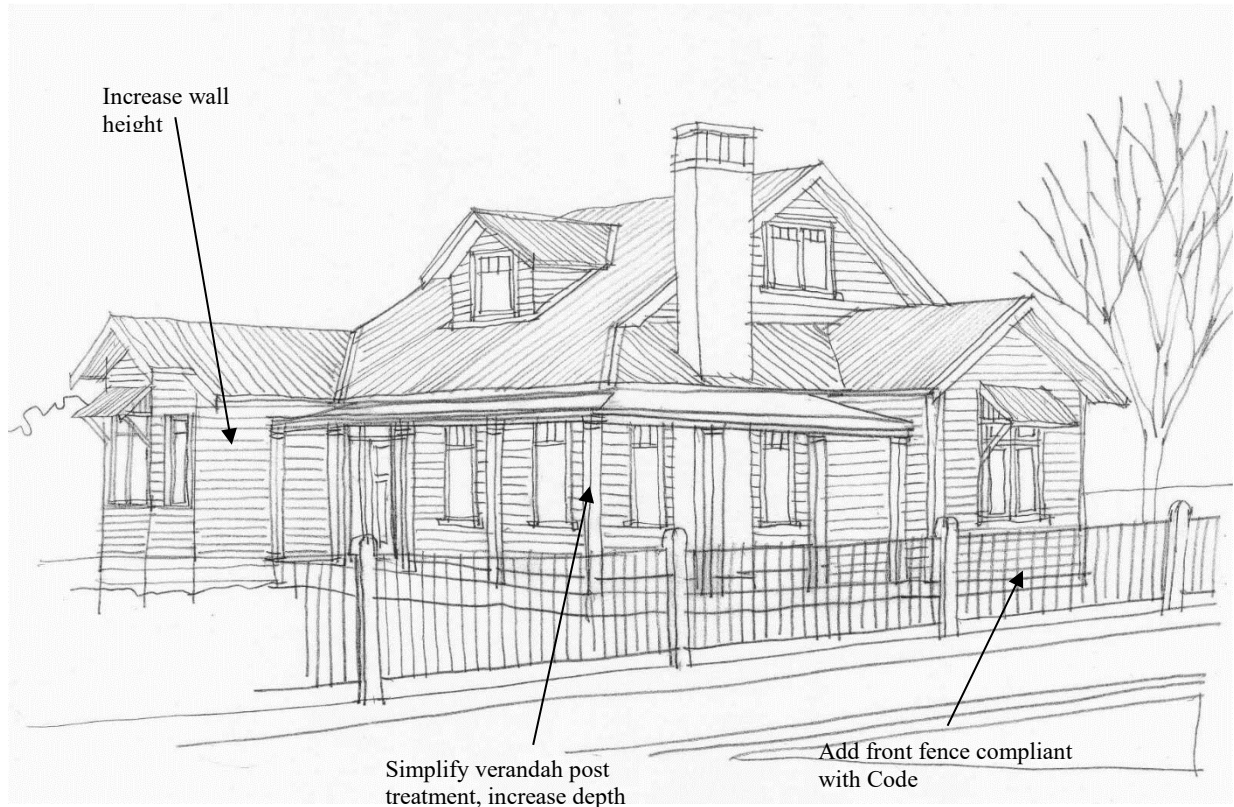
TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE BEFORE AMENDMENT TO COMPLY WITH CODE



TYPICAL HOUSE AFTER AMENDMENT TO COMPLY WITH CODE



APPENDIX 2 LANDSCAPE DESIGN GUIDELINES AND CONTROLS



A 2.1 EYNESBURY LANDSCAPING PRINCIPLES & VISION

Eynesbury is a site of both historical and environmental significance. It is the desire to protect and enhance these rich cultural and environmental sites that the landscape vision draws inspiration.

The following guidelines and vegetation controls aim to establish a framework for the successful development of a consistent Eynesbury character, and to ensure that vegetation selection and arrangement is appropriate to the development of the Eynesbury Township.

The controls relate to the visual and environmental sensitivity of the site and the desire to build upon the rural aesthetic, homestead character and respond to respond to the adjacent Grey Box Forest and Werribee River.

A 2.2 STREETSCAPES AT EYNESBURY

The streetscape at Eynesbury will be characterised by informal and dense native tree plantings that form a continuous canopy along the road.

Additionally, the streetscapes may where appropriate feature the addition of rain gardens/bio-depressions. The rain gardens will collect and partially treat road run-off, while creating an attractive landscape feature. They will be edged with local stone and planted with grasses tussocks and sedges.

The streetscape at Eynesbury is viewed as an extension of the residential landscape, and will continue the commitment shown to the locally indigenous vegetation. The blending of streetscape and residential gardens is viewed as integral to developing a consistent Eynesbury character.

A 2 . 3 V E G E T A T I O N C O N T R O L G U I D E L I N E S

R E S I D E N T I A L

1. To help achieve the Eynesbury landscaping principles and vision, locally indigenous plant material should comprise a minimum of 60% of the total plant material used in residences. To preserve the local genetic pool all indigenous material should be of local provenance.
2. To avoid introducing potentially damaging weed species, the Eynesbury Prohibited Plant List is to be strictly adhered to. Effort should be made to eradicate any occurrence of prohibited species in a timely and thorough manner.

Whilst the majority of the following guidelines are in general flexible standards and subject to the discretion of the Site Liaison Officer, the above controls are to be adhered to.

A 2 . 4 C L I M A T E & S O I L S

Although there is often significant local variation in soil types across the Basalt Plains. The soils present at Eynesbury are relatively rich, the result of the many lava flows in the last million or so years from the volcanoes that occurred to the north and west of Melbourne.

These soils are most typically heavy clays, easily waterlogged and often have many lava rocks on or close to the surface. These soil characteristics do not support vegetation well through extended drought periods because of their immense adsorptive capacity. Winters on the plains are often cold and frosty: summers hot and dry. Sub zero nights occur in winter, while temperatures in excess of 38°C with hot, dry north-westerly winds can be expected in summer. Rainfall is spread fairly evenly throughout the year. Falls of between 500-550mm per annum is typical to Eynesbury, which is well below the Melbourne average.

A 2 . 5 T H E B E N E F I T S O F G R O W I N G I N D I G E N O U S P L A N T S

Aside from their ecological benefits, indigenous plants should be planted for their wonderfully diverse and attractive forms. In recent times we have learnt a lot about indigenous and native plants. We better understand their adaptation to local climates and soils, and even their complex relationships to a particular local species. We know that because of their local adaptations that a well-designed indigenous garden will require less maintenance, less water and less work, than a conventional garden.

Take a walk through your local indigenous plant nursery and you will discover a wide range of spectacular flower, bark and foliage types, the rival of most exotic species. More importantly for the home gardener the array of species available today no longer means that going indigenous, unfairly limits your choice of garden style or expression.

Indigenous plants can be used to create a variety of formal and informal garden settings. Indigenous plants have been used to striking effect in gardens ranging in style from cottage to courtyard, to contemporary designs. With very little effort you'll find an indigenous plant perfect for your border, fence, trellis, rockery, lawn or container. The options are endless.



Banksia marginata
Silver Banksia



Chrysocephalum semipapposum
Clustered Everlasting
A valued source of nectar for adult butterflies



Wahlenbergia communis
Tufted Bluebell
Excellent species for massed effect. A great addition to either bush or cottage gardens.

A2.6 PLANNING YOUR GARDEN

A2.6.1 EXISTING CONDITIONS

All great gardens have one thing in common, planning. The most important features to consider are those that determine whether your plants live or die. A basic plan of your house and lot is a great place to start. Begin by roughing out the area to scale and identifying north. Next, mark in any existing features, like building envelopes, driveways, taps or existing plants that will be retained. Finally consider the micro-climatic conditions that are prevalent across the site. Identify which portions of the garden are likely to receive sun or shade, additional moisture or even greater exposure to prevailing winds.

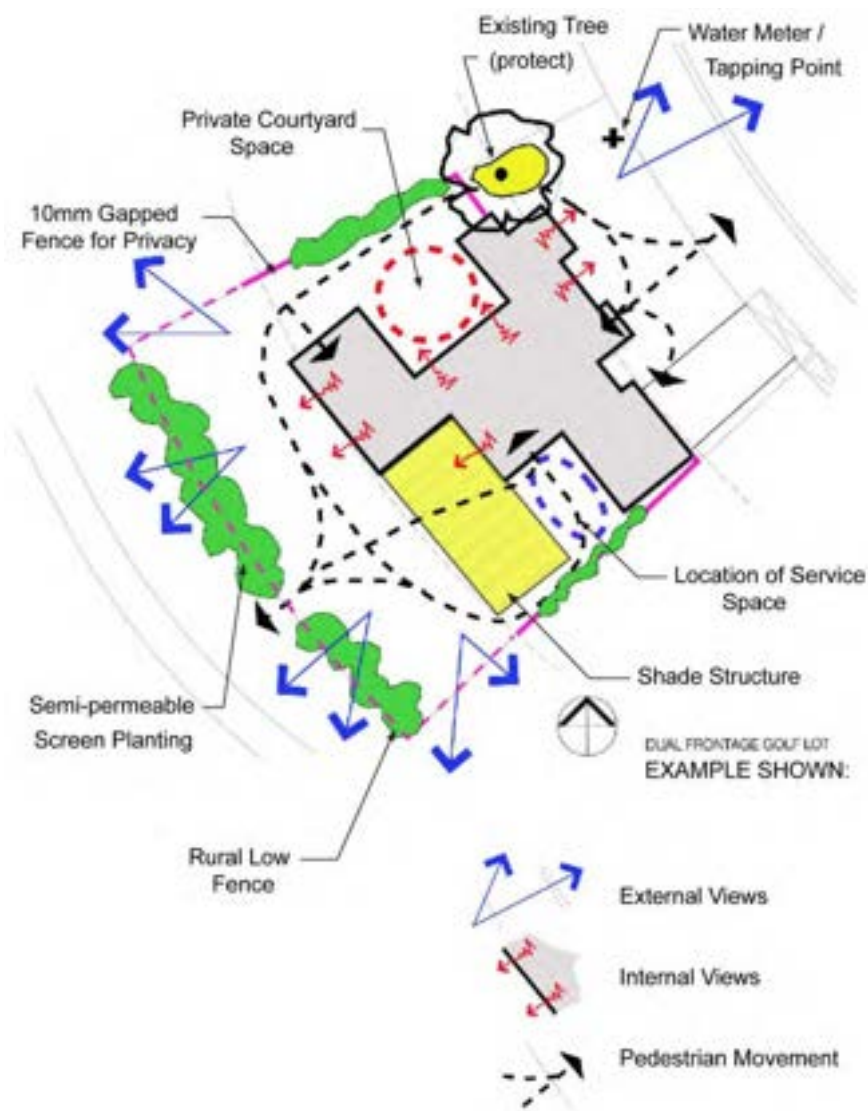
A2.6.2 DESIGN STYLE

Once the existing conditions are identified, design can begin. Start by considering how the space might be used, by who, and what style and form it might take. Look around for ideas. If unsure, magazines and gardening books can be a great source of inspiration.

When choosing a style, locate the major elements that will define your garden and select plants that will suit the spaces. Some examples of how this might work are included in the following pages, Section 6.3.

- Use plant size at maturity as a guide to prevent over-crowding.
- Pay particular attention to the stated growth requirements or tolerances of the plants you are considering.
- Some may prefer a full sun aspect but may tolerate some shade.
- It is important to match the microclimatic conditions of your garden with the plants you select.

SAMPLE EXISTING CONDITIONS PLAN



A2.7 EXOTIC PLANT SPECIES & EYNESBURY

While the Eynesbury landscape aims to promote the use of indigenous species, exotic plants are not prohibited with the exception of those contained within the Prohibited Species List.

There are a number of circumstances where exotic species useful in design. Deciduous trees can provide protection to patio or entertaining areas in summer, while also enabling desirable light to enter in winter. Deciduous vines can have a similar effect.

Additionally, exotic species can create stunning contrasts when used in conjunction with native species. A selection of those deemed most suitable are included in Section 6.5 Approved Plant List.



Parthenocissus quinquefolia
Virginia Creeper



Kniphofia 'Winter Cheer'
Red Hot Poker



Hebe
'Wiri Jewel'



Eucalyptus caesia subsp. Caesia
Silver Princess

A 2 . 8 P L A N T S O U R C I N G

Local native plants are most commonly available from specialist plant nurseries in the western region. These nurseries typically propagate their stock from plant material sourced from within the region. This is an important distinction, as many species are widespread. Plants bearing the same name, but not grown from local seed are often common to nurseries. The planting of these non-indigenous plants is discouraged as their inclusion can result in the contamination of the local gene pool. The consequence of such contamination can be the eventual loss of often unique local plant forms that have evolved over many thousands of years. Additionally, the non-local forms may not feature the same adaptations and fail to prosper in the landscape. Useful local nursery contacts are provided below.

A 2 . 9 P L A N T I N G

1. Remove all weeds from the area, and cultivate lightly.
2. Prior to planting, water both the planting hole and pot thoroughly. When soils become dry they can be difficult to re-wet.
3. Gently remove the plant from the pot, taking care to support both its aerial shoots and its root system.
4. Inspect the root system for signs of any roots that are girdling and either tease these gently or sever them cleanly, and remove.
5. Site the plant to its correct depth so that the finished surface of the potted soil sits flush with that of the surrounding and backfill, gently firming the soil in place.
6. Create a well around the newly planted specimen and water.

A 2 . 1 0 M U L C H I N G

The use of organic mulch is recommended. Mulches aid with initial weed suppression and help to retain soil moisture, particularly in the dry summer months. A layer of decomposed bark or similar is ideal, and should be spread evenly to depth of between 50-75mm for maximum effect. However, many other suitable products are available and perform the same function. Others worthy of consideration include decomposed granite, pebbles or scoria, mushroom products and sugar cane mulches.

A 2 . 1 1 H O W T O B E S T P L A N T & M A I N T A I N I N D I G E N O U S F L O R A

At Eynesbury, the cooler, wetter months from May through October offer the best opportunity to establish plants with a minimum of effort. However, given regular irrigation throughout the summer, then spring or summer can prove successful and offer rapid growth. The addition of water storing granules and a good mulch layer at planting will aide establishment, as will ongoing weed management. While indigenous species have evolved with the local soils, in some cases soil improvement may be required. On heavy clays, the addition of gypsum will benefit plant growth, helping to break up the soil. While similarly coarse sands may require the addition of organic matter to aide with water retention and nutrient supply.

Although indigenous plant species often require less maintenance than non-local species, they still require some care. Natural bush is shaped continuously by processes such as grazing and wild-fire. Processes that many species respond to with renewed vigor. Consequently, pruning can benefit the indigenous garden. Like grazing, pruning promotes new vigorous growth and helps with the maintenance of a compact shape. Similarly, while indigenous plants often possess useful climatic adaptations, in general it will be necessary to water newly planted specimens over at least the first summer to ensure establishment.

A 2 . 1 2 O P T I O N A L I R R I G A T I O N S Y S T E M

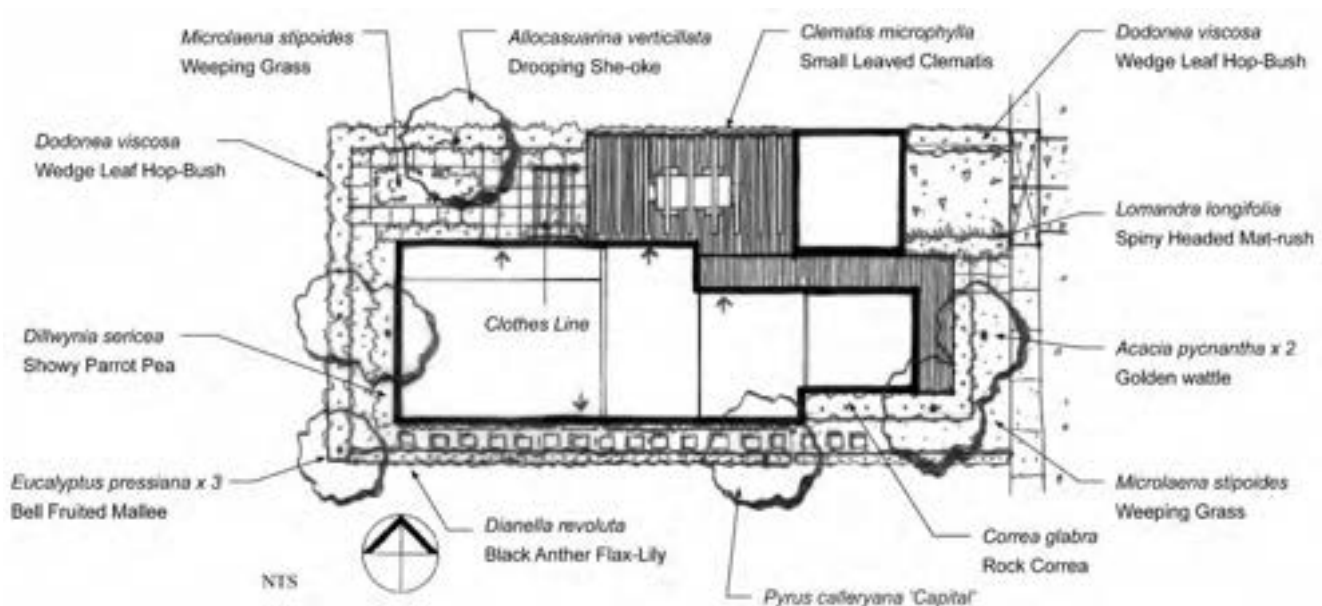
Another consideration when planning your new garden is whether or not to install an irrigation system. Irrigation systems can prove to a great time saving device. Automatic systems can even look after your garden in your absence as well as saving water. Information on what type of system best suits your needs can often be obtained directly at point of sale.

APPENDIX 3. EXAMPLES OF GARDEN DESIGNS

A 3.1 EXAMPLE GARDEN DESIGNS

The following four designs are representative of the diversity of garden styles achievable using an indigenous plant palette. The designs are examples of what is possible within the bounds of a front or rear yard. They provide a useful guide to plant spacing, species selection and some possible plant combinations you might like to try.

A 3.1.1 EAST - WEST ORIENTATED LOT FORMAL DESIGN STYLE

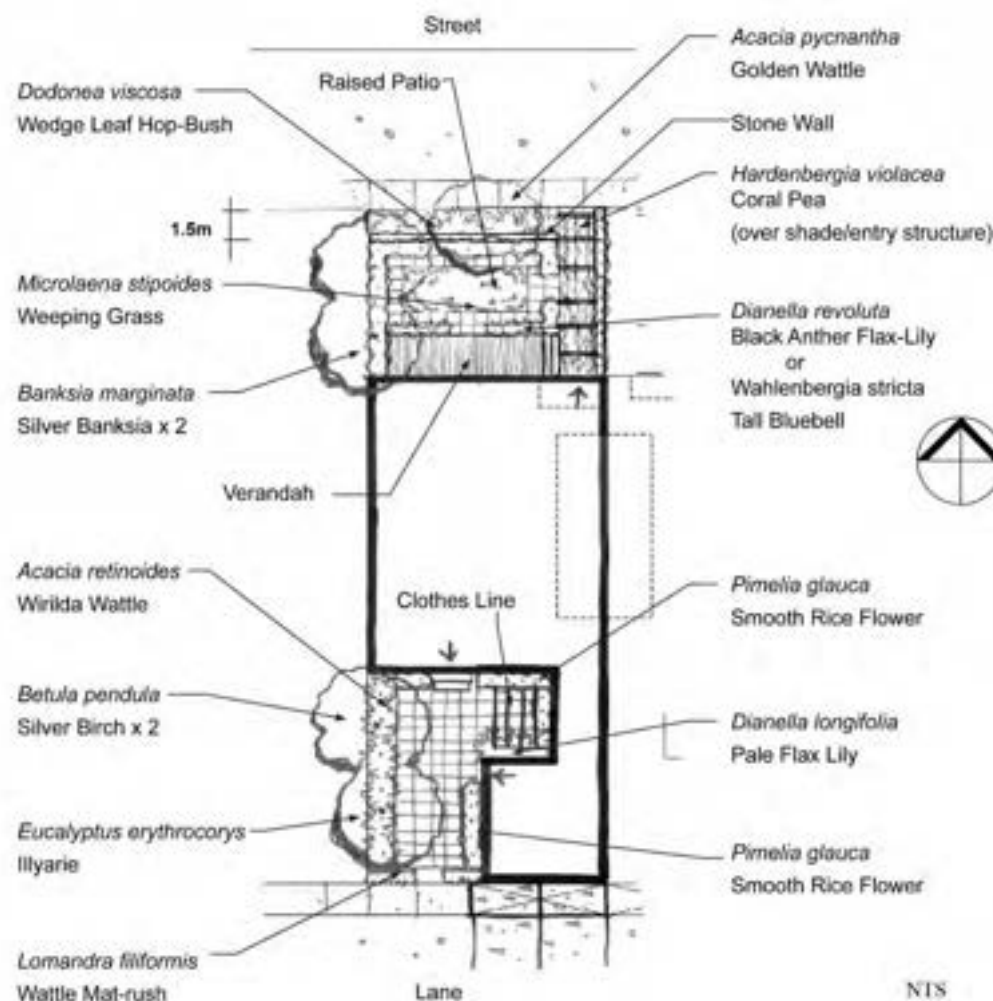


The design features strong lines and a rigid geometrical base. It combines clipped shrubs with contrasting architectural foliage's. The plant palette is intentionally simple. Where screening is required dense shrub species like Dodonea have been used. Bordering the deck with covered pergola where space is at a premium, Clematis is grown on a trellis to create privacy. Alternatively, the use of deciduous vines like Parthenocissus may prove useful in situations like this where protection from summer sun is sought but natural light prized in winter. Where lawn would normally feature Microlaena has been substituted. Patios and decks are a fantastic location for potted flowers herbs or striking exotics. The result is a low maintenance garden with a focus on outdoor entertaining. The Clothes line depicted is of the fold-away variety and is positioned in the rear courtyard to limit its visual impact.

A 3.1.2 NORTH FACING TERRACE LOT COURTYARD STYLE

Not unlike the previous formal garden in arrangement the courtyard style differs primarily due to its reduced size and the intimate nature of its spaces. The plant palette is simple, with much of the planting positioned around the garden edge to maximise useable space.

The northern boundary features a clipped hedge of *Dodonea*, behind which a 500mm stacked rock wall is positioned as per the required setback. The effect is the creation of a semi-private space. In addition, both the front verandah and finished patio level are raised to provide a sense of ownership for the occupier. *Microlaena* has been used a lawn substitute. This could be partially paved with *Microlaena* planted between the pavers to soften the finish.



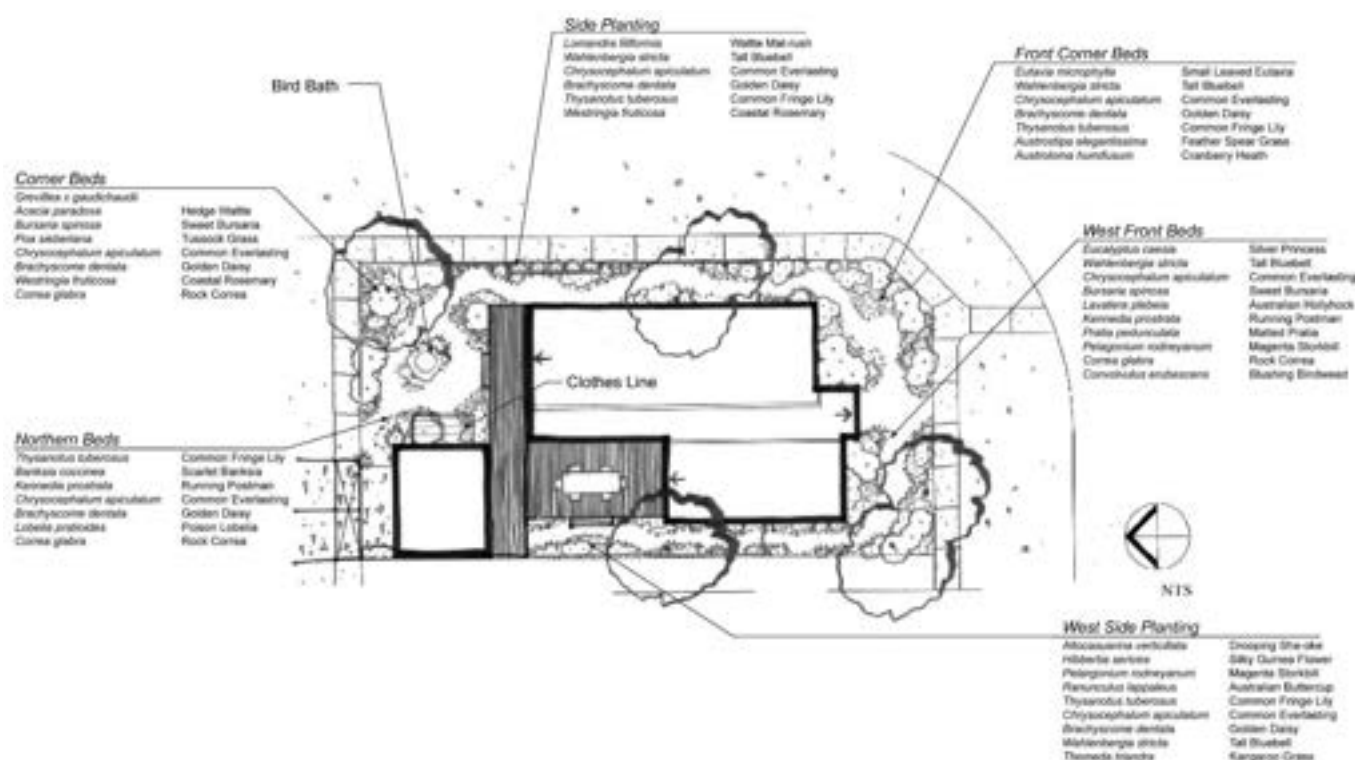
Streetscape Patio Design & Private Space Screen Planting Design

Applicable to North Facing lots. These lots will feature deeper setbacks and the measured use of screening techniques to allow for useable private open space at the front of the house. (Refer to Section 3.2 Residential Siting Controls for Setback information).

In order to cater for public interaction and resident privacy, the following landscape techniques may be used:

- A low barrier fence is allowable, but must be setback 1.5m from the boundary. It may take the form of either a raised planter or stacked stone wall to a height of 500mm.
- In addition, screen planting can be employed to further enhance privacy.
- The patio floor level shall be raised 500mm above ground level to create a sense of ownership for the occupier.

A 3.1.3 NORTH - SOUTH ORIENTATED CORNER LOT INFORMAL COTTAGE DESIGN



Characterised by its floristic diversity, the cottage style garden is created through the dense planting of forbes, grasses and wildflowers. Informal gravel paths are a feature, while a combination of small trees and shrubs provide a height contrast to the lower herbaceous species. Within beds, plants are arranged in ascending height to create depth and visual interest, this is known as layering.

Services like the clothes line are positioned to the rear where their visual impact is minimised. Note particularly the fence corner setback and stepped fence treatment to the east.

A 3.1.4 DUAL FRONTAGE GOLF / OPEN SPACE LOT
BUSH GARDEN STYLE



Similar to the cottage style in principle layout, the bush garden however comprises a more natural mix of grasses, groundcovers, shrubs and trees. As with the cottage garden the layering of plants is an important feature. In response to the dual frontage, a semi-permeable planting is featured at the rear to create a measured degree of privacy while also allowing views to the golf course. As in this case the rear of the property is highly visible, the clothes line has been located in a screened courtyard to lessen its impact. For similar reasons fencing to the course boundary is low and rural in character.

A3.2 FEATURE PLANT SPECIES RESIDENTIAL GARDEN TREES

Acacia pycnantha



Golden Wattle

Size: 3-6 x 2-5m

Form: Attractive shrub or small tree.

Comments: Smooth barked with masses of bright yellow flowers, the sickle shaped leaves have prominent central veins. The Australian Floral Emblem.

Silver Banksia

Size: 2-6 x 1-4m

Form: Dense small tree.

Comments: Full sun to partial shade. A valuable source of nectar for wildlife, and an excellent screening plant. Pruning encourages attractive woolly brown new growth.



Banksia marginata

Red Flowering Gum

Size: 4-7 x 4-6m

Form: Open and broadly rounded. Pyramidal with pendulous lower branches when young. Eventually becoming a large tree.

Comments: The leaves turn scarlet (brilliantly so in areas with cooler climatic conditions) in autumn.



Lagerstroemia indica



Eucalyptus ficifolia

Crepe Myrtle

Size: 4-6 x 3-5m

Form: Upright vase shape.

Comments: Leathery green leaves, turning reddish-orange in autumn. Masses of pale pink flowers to 20 cm long and 20 cm wide in mid-summer to early autumn.



Eucalyptus caesia

Silver Princess

Size: 4-6 x 3-7m

Form: Slender, attractive single or multi-stemmed Eucalypt.

Comments: Graceful weeping habit, silver grey to white bark with pendulous red flowers.



Pvrus callervana 'Capital'

Callery Pear

Size: 10 x 4m

Form: Narrow Columnar and compact.

Comments: A narrow, compact tree with a strong central leader. Pyrus calleryana 'Capital' is an excellent choice for narrow restricted areas.



Dianella revoluta

Black Anther Flax Lily

Size: 0.5 x 0.5m

Origin: Widespread grassland, forest and heath sp.

Form: Tufted perennial, spreading by rhizomes.

Comments: Blue star shaped flowers, borne on branched stems to 1metre. August to May. Shiny dark blue berries follow.



Eutaxia microphylla

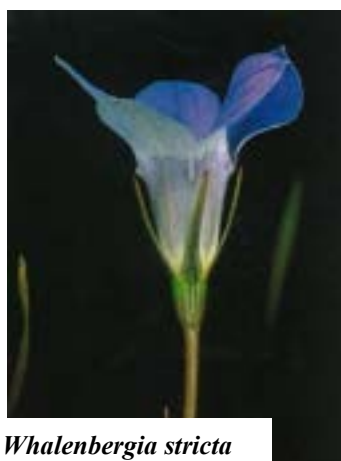
Small Leaved Eutaxia

Size: 1.5 x 1.5m

Origin: Grass and box woodlands.

Form: Upright shrub.

Comments: Profuse yellow and red pea-flowers from August to October.



Whalenbergia stricta

Tall Bluebell

Size: 0.9 x 0.4m

Origin: Found in all states except NT.

Form: Erect clumping branched perennial.

Comments: Light blue flowers with a white throat to 25mm wide, Aug to Jan.



Chrysocephalum apiculatum

Common Everlasting

Size: 0.3 x 1-2m

Origin: Widespread in grassland and dry forest, all states.

Form: Dense spreading herb.

Comments: Terminal clusters of rounded, bright yellow flower-heads most of the year.



Kenedia prostrata

Running Postman

Size: 0.05 x 5m

Origin: Widespread, all Australian states.

Form: Small evergreen groundcover or climber.

Comments: Flowers erect scarlet to crimson, with a yellow base. Borne in pairs from winter to spring.

APPENDIX 4 RECOMMENDED PLANTS LIST

Medium-Large Trees (12+m)			
Botanic Name	Common Name	HxW	Indig.
Acacia mealnoyxlou	Blackwood	10-20 x 4-15	Yes
Allocasuarina luehmanii	Buloke	5-15 x 5-10	Yes
Eucalyptus melliodora	Yellow Box	10-25 x 8-20	Yes
Eucalyptus microcarpa	Grey Box	10-25 x 10-15	Yes
Eucalyptus ovata	Swamp Gum	8-25 x 8-20	Yes
Eucalyptus viminalis	Manna Gum	10-50 x 8-15	Yes
Zelkova serrata 'Green Vase'		14 x 10	No
Small-Medium Trees (6- 12m)			
Botanic Name	Common Name	HxW	Indig.
Acacia dealbata	Silver Wattle	6-12 x 5-8	Yes
Acacia implexa	Lightwood	5-12 x 4-7	Yes
Acacia mearnsii	Black wattle	10 x 8	Yes
Allocasuarina littoralis	Black She-oak	6-8 x 2-5	Yes
Allocasuarina verticillata	Drooping She-oak	6-10 x 3-6	Yes
Betula pendula	Silver Birch	10 x 6	No
Eucalyptus ficifolia	Red Flowering Gum	4-7 x 4-6	No
Jacaranda mimosifolia	Jacaranda		No
Lagerstroemia indica	Crepe Myrtle	4-6 x 3-5	No
Parrotia persica	Persian Witch Hazel	10 x 7	No
Pyrus calleryana 'Capital'		10 x 4	No
Tall shrubs (4-6m)			
Botanic Name	Common Name	HxW	Indig.
Acacia paradoxa	Hedge Wattle	2-4 x 2-5	Yes
Acacia pycnantha	Golden Wattle	3-6 x 2-5	Yes
Banksia marginata	Silver Banksia	2-6 x 1-4	Yes
Callistemon viminalis 'Dawson River'		5-6 x 3-5	No
Eucalyptus caesia subsp. caesia	Silver Princess	4-6 x 3-7	No
Eucalyptus erythrocorys	Illyarrie	4-6 x 4-7	No
Eucalyptus forrestiana	Fuchsia Gum	3-6 x 3-6	No
Eucalyptus pressiana	Bell Fruited Mallee	1.5-4 x 3-6	No
Medium-small shrubs (1-4m)			
Botanic Name	Common Name	HxW	Indig.
Acacia acinacea	Gold-Dust Wattle	2 x 3	Yes
Acacia cognata 'Green Mist'	Weeping Beauty	1 x 2	No
Acacia retinoides	Wirilda Wattle	3-4 x 3-4	Yes

Agave attenuata	Century Plant		No
Argyranthemum 'Hybrid cultivars'	Marguerite Daisies	1.5 x 2	No
Banksia coccinea		3-4 x 2.5	No
Buddleia davidii	Butterfly Bush	2-3 x 2	No
Bursaria spinosa	Sweet Bursaria	2-4 x 2-3	Yes
Callistemon viminalis 'Captain Cook'		1.5 x 1.2	No
Correa glabra	Rock Correa	1-3 x 1-3	Yes
Dodonea viscosa	Wedge Leaf Hop-bush	1-3 x 1-3	Yes
Dillwynia glaberrima	Smooth Parrot Pea	1-2 x 1-2	Yes
Dillwynia sericea	Showy Parrot Pea	1.5 x 1.0	Yes
Eutaxia microphylla	Small Leafed Eutaxia	1.5 x 1.5	Yes
Eutaxia microphylla var diffusa	Mallee Bush Pea	1.2 x 1.2	Yes
Grevillea 'Robyn Gordon'		1.5 x 2.0	No
Hebe 'Hybrid cultivars'		1.5 x 2	No
Hymenanthera dentata	Tree Violet	2-4 x 1-2	Yes
Lavandula angustifolia	English Lavender	1 x 1	No
Lavatera plebeia	Australian Hollyhock	2.5 x 1-2	Yes
Rosmarinus officinalis	Rosemary	1.5 x 1.5	No
Westringia fruticosa 'Wynabbie Gem'	Coastal Rosemary	1.5 x 1.5	No
Low shrubs, Groundcovers, Herbs			
Botanic Name	Common Name	HxW	Indig.
Acrotriche serrulata	Honey Pots	0.5 x 1.0	Yes
Ajuga australis	Austral Bugle	0.3 x 0.5	Yes
Anigozanthus 'Bush Gem' hybrids	Kanagaroo Paw	0.5 x 0.6	
Arthropodium strictum	Chocolate Lily	0.5 x 0.4	Yes
Austroloma humifusum	Cranberry Heath	0.5 x 1.0	Yes
Banksia spinulosa 'Birthday Candles'		0.5 x 1.0	No
Bossiaea prostrata	Creeping Bossiaea	Prostrate	Yes
Brachyscome dentata	Golden Daisy	0.3 x 0.6	Yes
Bulbine bulbosa	Bulbine Lily	0.5 x 0.3	Yes
Calocephalus citreus	Lemon Beauty Heads	0.5 x 1.0	Yes
Chrysocephalum apiculatum	Common Everlasting	0.3 x 1-2	Yes
Chrysocephalum semipapposum	Clustered Everlasting	0.3-1 x 1-3	Yes
Convolvulus erubescens	Blushing Bindweed	0.3 x 0.5	Yes
Cryptandra amara	Bitter Cryptandra	0.6 x 0.5	Yes
Darwinia citriodora	Lemon Scented Darwinia	1.0 x 1.5	No
Dianella longifolia	Pale Flax Lily	0.6 x 0.5	Yes
Dianella revoluta	Black-anther Flax Lily	0.4 x 1.0	Yes

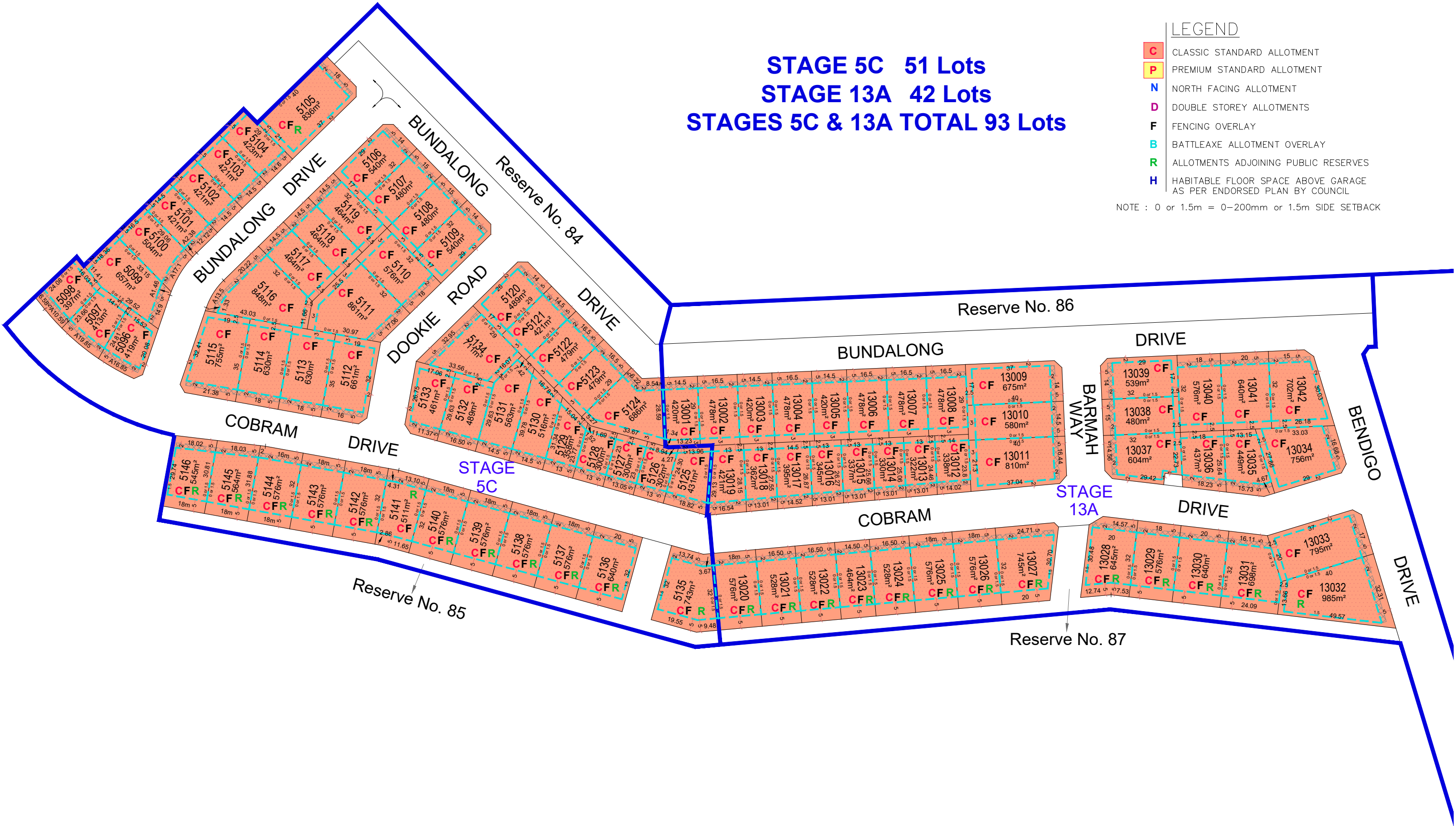
Dichondra repens	Kidney Weed	Prostrate	Yes
Gaura Lindheimeri	Butterfly Bush	1.2 x 1	No
Grevillea x gaudichaudii		Prostrate	No
Hemerocallis 'Hybrid cultivars'	Day Lily	0.4 x 0.5	No
Hibbertia sericea	Silky Guinea Flower	0.6 x 0.6	No
Kennedia prostrata	Running Postman	Prostrate	Yes
Kniphofia 'Winter Cheer'	Red Hot Poker	0.6 x 1.0	No
Lobelia pratensis	Poison Lobelia	Prostrate	Yes
Myoporum parvifolium	Creeping Boobialla	Prostrate	No
Pelargonium australe	Austral Storksbill	0.6 x 1.0	Yes
Pelargonium rodneyanum	Magenta Storksbill	0.3 x 0.5	Yes
Pimelea glauca	Smooth Rice-Flower	0.6 x 0.6	Yes
Pratia pedunculata	Matted Pratia	Prostrate	Yes
Pultenea pedunculata	Matted Bush Pea	Prostrate	Yes
Ranunculus lappaleus	Australian Buttercup	0.5 x 0.2	Yes
Stylidium graminifolium	Grass Triggerplant	0.6 x 0.3	Yes
Thysanotus tuberosus	Common Fringe Lily	0.4 x 0.3	Yes
Wahlenbergia communis	Tufted Bluebell	0.5 x 0.2	Yes
Wahlenbergia stricta	Tall Bluebell	1.0 x 0.5	Yes
Grasses			
Botanic Name	Common Name	HxW	Indig.
Austrodanthonia caespitosa	Common Wallaby Grass	0.4 x 0.4	Yes
Austrodanthonia racemosa	Clustered Wallaby Grass	0.2	Yes
Austrodanthonia setacea	Bristly Wallaby Grass	0.3 x 0.4	Yes
Austrostipa bigeniculata	Tall Spear grass	0.3-1 x 1	Yes
Austrostipa elegantissima	Feather Spear Grass	1 x 0.8	Yes
Carex brevicaulis	Short Stem Sedge	0.2	Yes
Carex inversa	Knob Sedge	0.3	Yes
Carex tasmanica		0.4	Yes
Dietes bicolor		1.2 x 1.0	No
Dietes grandiflora	Wild Iris	1.2 x 1.0	No
Festuca glauca	Blue Fescue	0.3 x 0.3	No
Lomandra filiformis	Wattle Mat-rush	0.3 x 0.3	Yes
Lomandra longifolia	Spiny Headed Mat-rush	1.0 x 1.2	Yes
Microstachya stipoides	Weeping Grass	0.3 x 0.6	Yes
Phormium 'Bronze Baby'	Purple N.Z. Flax	0.8 x 0.6	No
Poa labillardierei	Tussock Grass	0.8 x 1.2	Yes
Poa sieberiana	Tussock Grass	0.3 x 0.4	Yes
Themeda triandra	Kangaroo Grass	0.4 x 0.8	Yes
Xanthorrhoea minor	Small Grass Tree	0.6 x 1.0	Yes
Rushes and sedges			
Botanic Name	Common Name	HxW	Indig
Amphibromus nervosus	Swamp Wallaby Grass	0.25	Yes
Juncus bufonius	Toad Rush	0.3 x 0.3	Yes
Juncus flavidus		1.0 x 1.0	Yes
Climbers			

Botanic Name	Common Name	HxW	Indig.
Clematis microphylla	Small leaved clematis		Yes
Hardenbergia violacea	Coral Pea		No
Hibbertia scandens	Snake Vine		No
Parthenocissus quinquefolia	Virginia Creeper		No
Vitus coignetiae	Ornamental Grape Vine		

APPENDIX 5 PROHIBITED PLANTS LIST

Botanic Name	Common Name
<i>Acacia baileyana</i>	Cootamundra Wattle
<i>Acacia longifolia</i> var. <i>longifolia</i>	Sallow Wattle
<i>Acacia sophorae</i>	Coast Wattle
<i>Acer pseudoplatanus</i>	Sycamore Maple
<i>Agapanthus praecox</i>	Agapathus
<i>Agrostis capillaris</i>	Brown Top Bent Grass
<i>Allium triquetrum</i>	Society Garlic
<i>Alstroemeria aurea</i>	Alstroemeria
<i>Cardaria draba</i>	Hoary Cress
<i>Coprosma repens</i>	Mirror Bush
<i>Cotoneaster</i> sp.	Cotoneaster
<i>Crataegus monogyna</i>	Hawthorn
<i>Crocasmia</i> x <i>crocosmii</i> flora	Montbretia
<i>Cynara cardunculus</i>	Artichoke Thistle
<i>Cytisus</i> sp.	Broom
<i>Echium plantagineum</i>	Paterson's Curse
<i>Foeniculum vulgare</i>	Fennel
<i>Fraxinus</i> sp.	Desert and Claret Ash
<i>Freesia leichtinii</i>	Freesia
<i>Gazania</i> sp.	Gazania, African Daisy
<i>Genista</i> sp.	Broom
<i>Hakea suaveolens</i>	Sweet Hakea
<i>Hedera helix</i>	Ivy
<i>Holcus lanatus</i>	Yorkshire Fog
<i>Ilex aquifolium</i>	Holly
<i>Ipomoea indica</i>	Morning Glory
<i>Juncus acutus</i>	Sharp Rush
<i>Juncus effusus</i>	Soft Rush
<i>Leptospermum laevigatum</i>	Coastal Tea-tree
<i>Lonicera japonica</i>	Japanese Honeysuckle
<i>Lycium ferocissimum</i>	Boxthorn
<i>Melaleuca armillaris</i>	Giant Honey Myrtle
<i>Nassella neesiana</i>	Chilean Needle Grass
<i>Nassella trichotoma</i>	Serrated Tussock Grass
<i>Oenothera glaziovana</i>	Evening Primrose
<i>Passiflora mollissima</i>	Banana Passionfruit
<i>Pennisetum alopecuroides</i>	Swamp Foxtail Grass
<i>Pennisetum clandestinum</i>	Kikuyu
<i>Pennisetum villosum</i>	Feathertop
<i>Physalis viscosa</i>	Prairie Ground Cherry
<i>Pittosporum undulatum</i>	Sweet Pittosporum
<i>Polygala myrtifolia</i>	Myrtle Leaf Milk-wort
<i>Prunus cerasifera</i>	Cherry Plum
<i>Pyracantha crenulata</i>	Pyracantha
<i>Rosa rubiginosa</i>	Sweet Briar

Rubus fruticosus	Blackberry
Salix sp.	Willow
Solanum sp.	Nightshades
Sollya hetrophylla	Bluebell Creeper
Tradescantia sp.	Wandering Jew
Ulex europaeus	Gorse
Vinca major	Blue Periwinkle
Zantedeschia aethiopica	Arum Lily

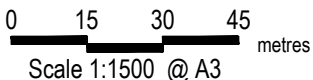


STAGE 5C 51 Lots
STAGE 13A 42 Lots
STAGES 5C & 13A TOTAL 93 Lots

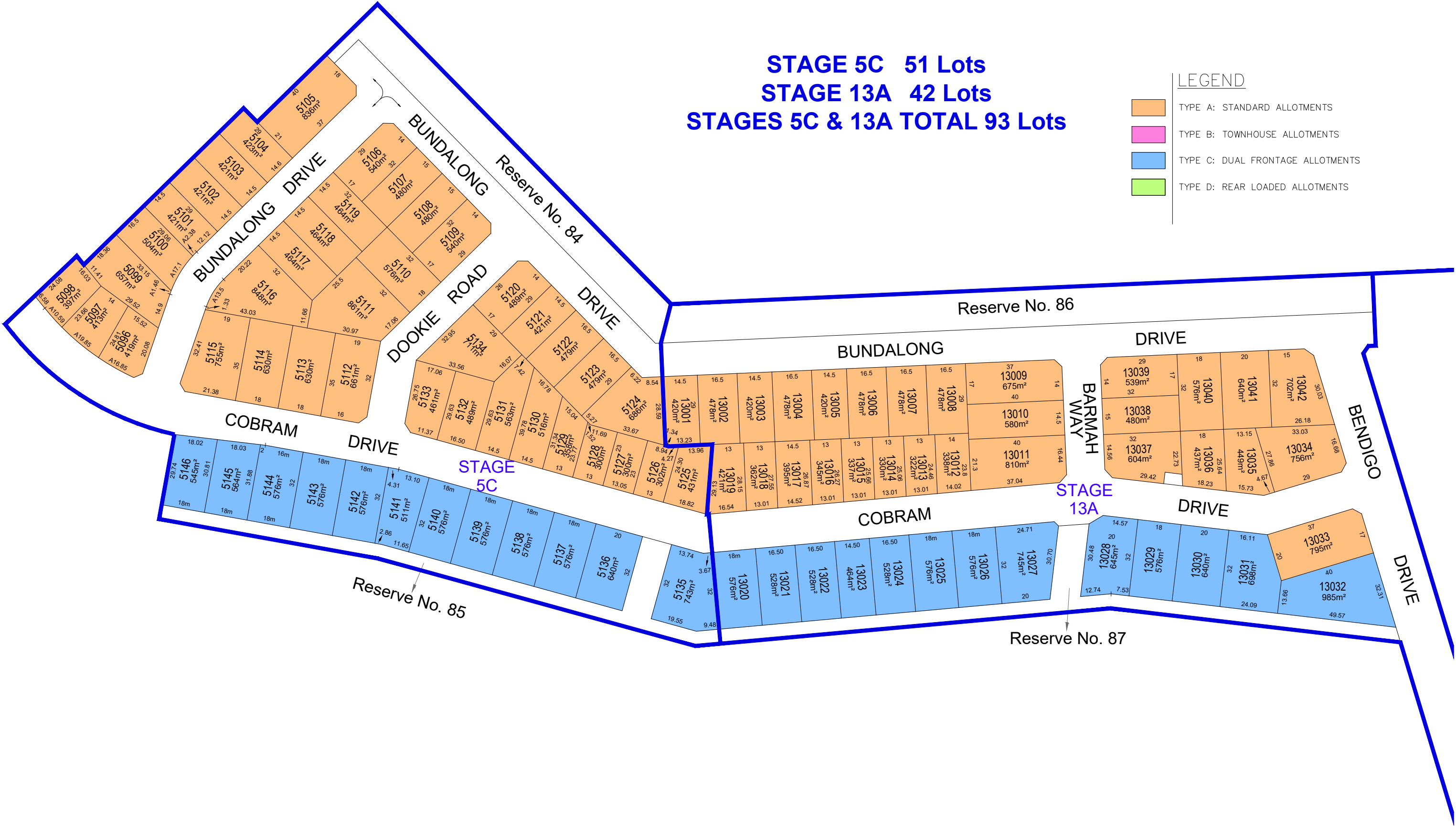
LEGEND

- C** CLASSIC STANDARD ALLOTMENT
- P** PREMIUM STANDARD ALLOTMENT
- N** NORTH FACING ALLOTMENT
- D** DOUBLE STOREY ALLOTMENTS
- F** FENCING OVERLAY
- B** BATTLEAXE ALLOTMENT OVERLAY
- R** ALLOTMENTS ADJOINING PUBLIC RESERVES
- H** HABITABLE FLOOR SPACE ABOVE GARAGE
AS PER ENDORSED PLAN BY COUNCIL

NOTE : 0 or 1.5m = 0-200mm or 1.5m SIDE SETBACK



Scale 1:1500 @ A3



Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

(04/10/2016)