

ADVERTISED PLAN

Section 173 Agreements

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Minister for Planning for the State of Victoria

and

**Mirvac Victoria Pty Limited
ACN 006 708 363**

and

**Frondeil Heights Pty Limited
ACN 059 830 205**

**Agreement under Section 173 of the Planning and
Environment Act 1987**

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PLAN**

COUDERT BROTHERS
Solicitors and International Attorneys
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This Agreement is made on

2005

between: Minister for Planning for the State of Victoria of Nauru House, 80 Collins Street, Melbourne, Victoria ("Responsible Authority")

and: Mirvac Victoria Pty Limited ACN 006 708 363 of Level 6, 380 St Kilda Road, Melbourne, Victoria ("Owner")

and: Frondell Heights Pty Limited ACN 059 830 205 of 1 Jacksons Road, Mulgrave, Victoria ("Frondell")

Recitals

- A. The Owner enters into this agreement in anticipation of becoming the registered proprietor of the Land.
- B. The Land is subject to the Planning Scheme and the Responsible Authority is the responsible authority under the Act pursuant to the Planning Scheme.
- C. The Owner is developing the Land for residential use in accordance with the Planning Permit.
- D. Frondell is the owner of the Frondell Land upon which it operates a warehouse and distribution business.
- E. The Permit requires the Owner to enter into an agreement to deal with potential land use conflicts.

Operative Provisions

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

"Act" means the Planning and Environment Act 1987 (Vic);

"Frondell Land" means the land comprised in Certificate of Title Volume 10131 Folio 659 and known as 1 Jacksons Road, Mulgrave;

"Land" means that part of the land comprised in Certificate of Title Volume 10746 Folio 024 cross-hatched on the plan marked "A" attached to this agreement;

"Lot" means a lot on a plan of subdivision of the Land;

"Planning Permit" means planning permit STA/2001/000714 issued on 14 August 2002 by the Responsible Authority;

"Planning Scheme" means the Monash Planning Scheme.

2. Section 173 Agreement

This agreement is made under section 173 of the Act.

3. Effect of Agreement

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3.1 Commencement

This agreement will come into force and effect from the date of execution.

3.2 Objective

This provisions of this agreement are intended to achieve the objectives of planning in Victoria and the objectives of the Planning Scheme.

3.3 Obligations to run with the Land

Any 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. Such obligations bind the Owner, its successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the Land.

4. Owner's Covenants

The Owner covenants as follows:

4.1 Notify purchasers

It will include a statement in the vendor's statement under section 32 of the Sale of Land Act 1962 for each Lot alerting prospective purchasers:

- (a) of the existence of a warehouse and distribution facility on the Frondell Land; and
- (b) that an acoustic barrier is required to be included in dwellings constructed on the eastern boundary of the Land to protect residential amenity.

4.2 Noise treatments

That dwellings constructed on the eastern boundary of the Land include an acoustic barrier, which must not be altered, damaged or demolished without the prior written consent of the Responsible Authority.

4.3 Registration

The Owner will do all things necessary to enable the Responsible Authority, in its discretion, to register this agreement with the Registrar of Titles in accordance with

5. Ending of the agreement

As soon as reasonably practicable after the ending of this agreement the Responsible Authority will make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this agreement on the Registrar.

6. Limitation of liability

The Responsible Authority and Frondell acknowledge and agree:

6.1 Release

Mirvac Victoria Pty Limited will be released from all of the Owner's obligations under this agreement for each Lot on settlement of the sale of that Lot.

6.2 No liability

Mirvac Victoria Pty Limited will not be liable for any breach of this agreement with respect to any Lot after settlement of the sale of that Lot.

7. General

7.1 Proper law

This agreement is governed by and the parties agree to submit to the jurisdiction of the laws of the State of Victoria.

7.2 General acknowledgement

The parties acknowledge that any obligation imposed upon the Responsible Authority under this agreement does not fetter the future exercise of any statutory discretion by the Responsible Authority and the provisions of this agreement must be read accordingly.

7.3 Further documents

The parties agreed to do all things and prepare and sign all further documents necessary to give effect to this agreement.

7.4 Notices

Any notice or other communication required or permitted to be served on any other party must be in writing and may be served or given by:

- (a) delivering it personally or sending it by pre-paid post to that party at its address as set out in this Agreement or to such other address as that party may nominate in writing from time to time; or

- (b) sending it by facsimile to that party,

and the notice or communication will be deemed to have been served or given:

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- (c) if delivered personally, on the date of delivery;
- (d) if sent by facsimile, on the date on which the sending party's facsimile machine records that the facsimile has been despatched; and
- (e) if sent by pre-paid mail, 2 business days after the date of posting.

7.5 Reading down and severability

Part or all of any provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining provisions of this agreement continue in force.

7.6 No waiver

The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligations under this agreement.

8. Costs

The Owner agrees to pay the reasonable costs of the Responsible Authority in relation to the negotiation and registration of this agreement. Otherwise each party will bear its own costs.

9. Interpretation

In this agreement unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance, planning scheme, by-law or local law includes all statutes, regulations, proclamations, ordinances, planning schemes, by-laws or local laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, planning schemes, by-laws and local laws issued by that statute;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words and expressions importing natural persons include partnerships, bodies, corporate, associations, government and governmental and local authorities and agencies;
- (d) a covenant or agreement on the part of two or more persons will bind them jointly and individually;

- (e) headings are for ease of reference only and do not affect the meaning of this agreement;
- (f) other grammatical forms of defined words or expressions have corresponding meanings;
- (g) a reference to the Responsible Authority includes its successors and assigns (including its successors as responsible authority under the Act); and
- (h) a reference to Frondell includes its successors and assigns.

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Executed as an agreement.

Executed by Mirvac Victoria Pty)
Limited ACN 006 708 363 in)
accordance with s 127(1) of the)
Corporations Act 2001 (Cth) by being)
signed by:)

.....
Director

.....
Director/Secretary

.....
Full Name

.....
Full Name

.....
Usual Address

.....
Usual Address

Minister for Planning for)
the State of Victoria)
)

.....
Signature

The common seal of)
Frondeil Heights Pty Ltd)
ACN 059 830 205 is affixed in)
accordance with its constitution in the)
presence of:)

.....
Signature

.....
Signature

.....
Full Name

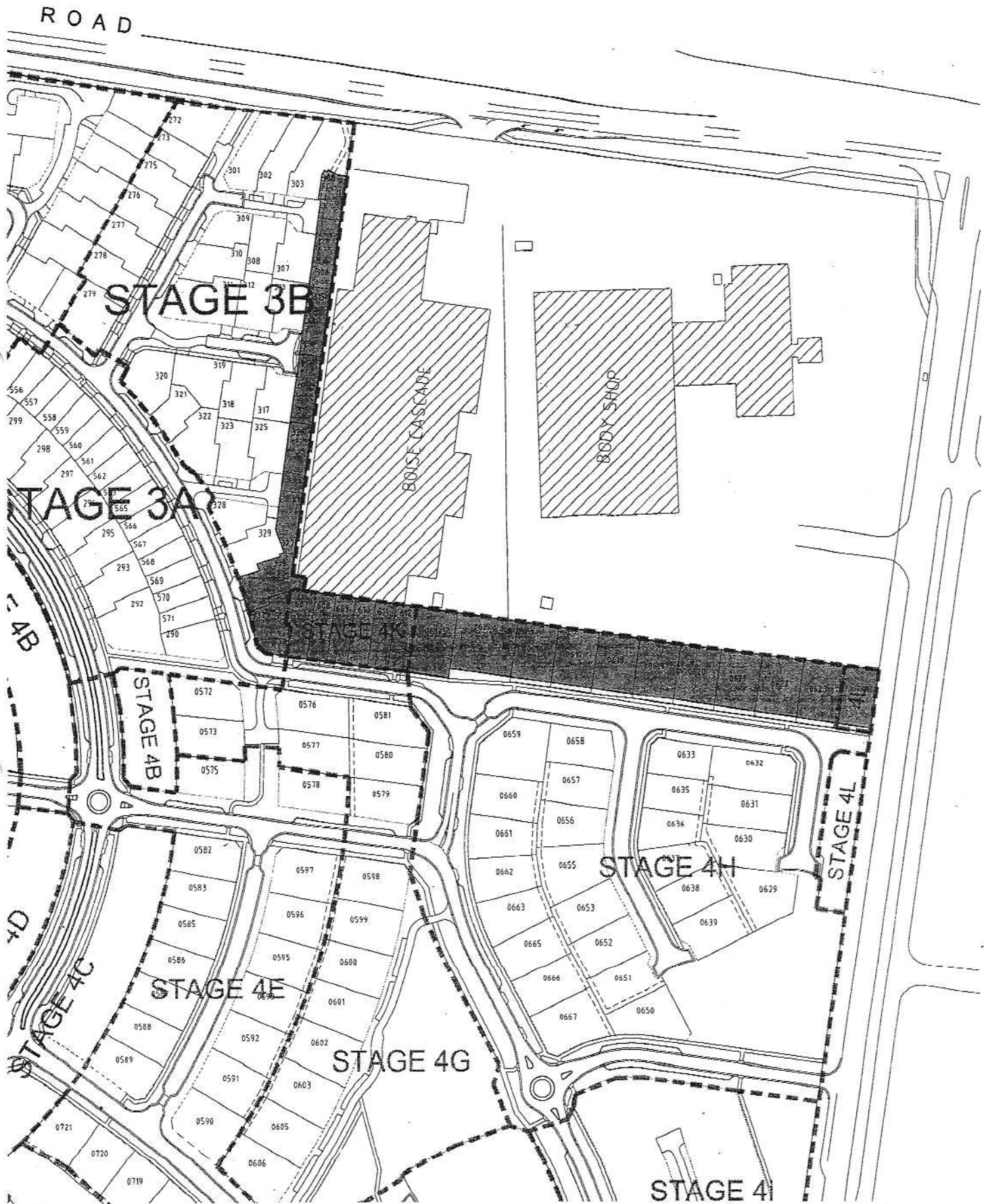
.....
Full Name

Director.....
Position Held

Secretary.....
Position Held

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Minister for Planning for the State of Victoria

and

**Mirvac Victoria Pty Limited
ACN 006 708 363**

and

**National Office Products Limited
ACN 064 777 224**

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**Agreement under Section 173 of the
Planning and Environment Act 1987**

COUDERT BROTHERS

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This Agreement is made on

2005

between: Minister for Planning for the State of Victoria of Nauru House, 80 Collins Street, Melbourne, Victoria ("**Responsible Authority**")

and: Mirvac Victoria Pty Limited ACN 006 708 363 of Level 6, 380 St Kilda Road, Melbourne, Victoria ("**Owner**")

and: National Office Products Limited ACN 064 777 224 of 636 Wellington Road, Mulgrave, Victoria ("**National**")

Recitals

- A. The Owner enters into this agreement in anticipation of becoming the registered proprietor of the Land.
- B. The Land is subject to the Planning Scheme and the Responsible Authority is the responsible authority under the Act pursuant to the Planning Scheme.
- C. The Owner is developing the Land for residential use in accordance with the Planning Permit.
- D. National is the owner of the National Land upon which it operates a warehouse and distribution business.
- E. The Permit requires the Owner to enter into an agreement to deal with potential land use conflicts.

Operative Provisions

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

"**Act**" means the Planning and Environment Act 1987 (Vic);

"**Land**" means that part of the land comprised in Certificate of Title Volume 10746 Folio 024 cross-hatched on the plan marked "A" attached to this agreement;

"**Lot**" means a lot on a plan of subdivision of the Land;

"**National Land**" means the land comprised in Certificate of Title Volume 10131 Folio 658 and known as 636 Wellington Road, Mulgrave;

"**Planning Permit**" means planning permit STA/2001/000714 issued on 14 August 2002 by the Responsible Authority;

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"Planning Scheme" means the Monash Planning Scheme.

2. Section 173 Agreement

This agreement is made under section 173 of the Act.

3. Effect of Agreement

3.1 Commencement

This agreement will come into force and effect from the date of execution.

3.2 Objective

This provisions of this agreement are intended to achieve the objectives of planning in Victoria and the objectives of the Planning Scheme.

3.3 Obligations to run with the Land

Any 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. Such obligations bind the Owner, its successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the Land.

4. Owner's Covenants

The Owner covenants as follows:

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4.1 Notify purchasers

It will include a statement in the vendor's statement under section 32 of the Sale of Land Act 1962 for each Lot alerting prospective purchasers:

- (a) of the existence of a warehouse and distribution facility on the National Land;
and
- (b) that an acoustic barrier is required to be included in dwellings constructed on the boundary of the Land and the National Land to protect residential amenity.

4.2 Noise treatments

That dwellings constructed on the boundary of the Land and the National Land include an acoustic barrier, which must not be altered, damaged or demolished without the prior written consent of the Responsible Authority.

4.3 Registration

The Owner will do all things necessary to enable the Responsible Authority, in its discretion, to register this agreement with the Registrar of Titles in accordance with section 181 of the Act.

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5. Ending of the agreement

As soon as reasonably practicable after the ending of this agreement the Responsible Authority will make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this agreement on the Registrar.

6. Limitation of liability

The Responsible Authority and National acknowledge and agree:

6.1 Release

Mirvac Victoria Pty Limited will be released from all of the Owner's obligations under this agreement for each Lot on settlement of the sale of that Lot.

6.2 No liability

Mirvac Victoria Pty Limited will not be liable for any breach of this agreement with respect to any Lot after settlement of the sale of that Lot.

7. General

7.1 Proper law

This agreement is governed by and the parties agree to submit to the jurisdiction of the laws of the State of Victoria.

7.2 General acknowledgement

The parties acknowledge that any obligation imposed upon the Responsible Authority under this agreement does not fetter the future exercise of any statutory discretion by the Responsible Authority and the provisions of this agreement must be read accordingly.

7.3 Further documents

The parties agreed to do all things and prepare and sign all further documents necessary to give effect to this agreement.

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(b) sending it by facsimile to that party,

and the notice or communication will be deemed to have been served or given:

- (c) if delivered personally, on the date of delivery;
- (d) if sent by facsimile, on the date on which the sending party's facsimile machine records that the facsimile has been despatched; and
- (e) if sent by pre-paid mail, 2 business days after the date of posting.

7.5 Reading down and severability

Part or all of any provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining provisions of this agreement continue in force.

7.6 No waiver

The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligations under this agreement.

7.7 Costs

The Owner agrees to pay the reasonable costs of the Responsible Authority in relation to the negotiation and registration of this agreement. Otherwise each party will bear its own costs.

8. Interpretation

In this agreement unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance, planning scheme, by-law or local law includes all statutes, regulations, proclamations, ordinances, planning schemes, by-laws or local laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, planning schemes, by-laws and local laws issued by that statute;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words and expressions importing natural persons include partnerships, bodies, corporate, associations, government and governmental and local authorities and agencies;
- (d) a covenant or agreement on the part of two or more persons will bind them jointly and individually;

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- (e) headings are for ease of reference only and do not affect the meaning of this agreement;
- (f) other grammatical forms of defined words or expressions have corresponding meanings;
- (g) a reference to the Responsible Authority includes its successors and assigns (including its successors as responsible authority under the Act); and
- (h) a reference to National includes its successors and assigns.

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Executed as an agreement.

Executed by Mirvac Victoria Pty)
Limited ACN 006 708 363 in)
accordance with s 127(1) of the)
Corporations Act 2001 (Cth) by being)
signed by:)

.....
Director

.....
Director/Secretary

.....
Full Name

.....
Full Name

.....
Usual Address

.....
Usual Address

Minister for Planning for)
the State of Victoria)
)

.....
Signature

The common seal of)
National Office Products)
Limited ACN 064 777 224)
is affixed in accordance with its)
constitution in the presence of:)

.....
Signature

.....
Signature

.....
Full Name

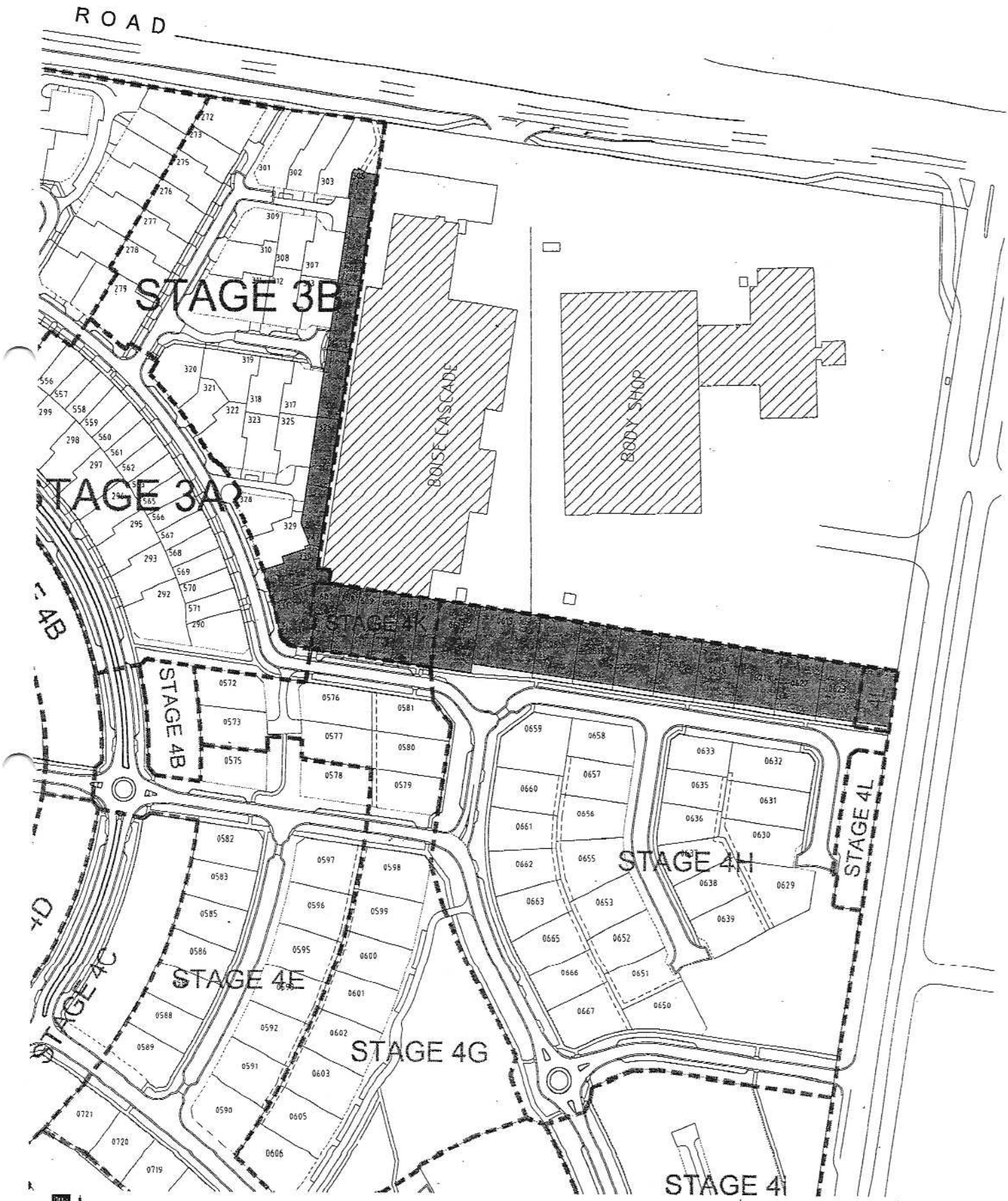
.....
Full Name

Director.....
Position Held

Secretary.....
Position Held

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Waverley Park Stage 4H Building Envelope Provisions and Building
Envelope Plan

and

The Ridge Waverley Park: Design Guidelines

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WAVERLEY PARK
STAGE 4H
BUILDING ENVELOPE PROVISIONS

PLANNING and ENVIRONMENT ACT 1987	
MONASH PLANNING SCHEME	
PERMIT No. STA/2001/000714-Cond(16)	(STAGE 4H)
ENDORSED PLAN	
Sheet * 16	of 18
Signed	for
MINISTER FOR PLANNING	
Date	10 MAR. 2005

* Comprises 14 pages

1 INTRODUCTION

Planning permit STA / 2001 / 000714 (the Permit), issued by the Minister for Planning on 14 August 2002, is in place for the subdivision of the land and the construction of up to 1250 dwellings, creation and alteration of access to a road in a Road Zone Category 1, variation of an electricity easement, removal of vegetation and construction and carrying out of buildings and works generally in accordance with:

- the Waverley Park Neighbourhood Character Overlay in the Monash Planning Scheme (the Scheme);
- the Waverley Park Concept Plan;
- other plans endorsed in accordance with the conditions applying to the permit.

Development plans (including buildings and works, access ways and car parking and fencing) and plans of any proposed demolition of all or part of a building, for each lot must be endorsed by Mirvac Design Committee as complying with the Building Envelope Provisions, prior to a building permit being obtained. This includes endorsement of any proposed changes to an existing building where such changes will be visible from street or other public areas.

Endorsement by the Mirvac Design Committee does not warrant, imply or in any way suggest that the endorsed development plans comply with the Scheme or the Building Regulations 1994 (Regulations) in force at the time of the endorsement. On behalf of the land owner and / or developer the Mirvac Design Committee will forward endorsed plans to the responsible authority as required by the Permit or the Scheme. The Mirvac Design Committee advises the owner to submit the endorsed plans to a building surveyor and / or the relevant authority for the issue of the necessary permit(s).

The Mirvac Design Committee may endorse a development which varies from the specific requirements of these Building Envelope Provisions provided the general intent of the Building Envelope Provisions is met. No such varied development shall be endorsed by the Mirvac Design Committee if it requires an additional planning permit or other approval from the responsible authority under the Monash Planning Scheme if that permit or other approval has not been granted.

2 PROVISIONS

Any building on lots 613, 615, 616 to 623, 629 to 633, 635 to 639, 650 to 653, 655 to 663 and 665 to 667 (all inclusive) within subdivision plan PS 529433T must be contained within the building envelopes shown on the attached plans and written notes contained therein. The building envelopes are part of the Planning Permit No. STA / 2001 / 000714, issued by the Minister for Planning on 14 August 2002, being created as condition 16 of that permit.

The matters which are restricted by the building envelopes provide for parameters which are different from those contained in Part 4 of the Building Regulations 1994 and Schedule 1 to the Neighbourhood Character Overlay and other provisions in the Scheme that are relevant to Waverley Park and are as follows.

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The restrictions vary for some lots. The lot(s) variations are set out in the relevant restriction.

2.1 Neighbourhood character (clause 54.02-1 and Schedule 1 to the Neighbourhood Character Overlay)

The design must contribute to the preferred neighbourhood character set out in Schedule 1 to the Neighbourhood Character Overlay of the Scheme.

2.2 Integration with the street (clause 54.02-2)

Dwellings must be integrated with the street in accordance with clause 54.03-4 (Integration with the street) in the Scheme.

2.3 Street setback (Schedule 1 to the Neighbourhood Character Overlay)

A building on a lot must be set back from a street boundary not less than the distance specified in respect of that boundary on the attached relevant Building Envelope Plan.

The minimum set back of a building (excluding a garage) on a lot from the front boundary is 3 metres. This does not apply to lot 651. The minimum setback of a building (excluding a garage) on lot 651 from the front boundary is 1.5 metres

The maximum set back of a building (excluding a garage) on a lot from the front boundary is 7 metres.

A boundary of a lot marked with the letter "F" on a Building Envelope Plan is a mandatory frontage. On these lots there is no maximum setback from a street and the dwelling must be designed so that its façade is oriented to the boundary marked "F" on the relevant Building Envelope Plan.

A front boundary for a corner lot is the boundary adjacent to the street to which the dwelling entry is oriented.

On a corner lot the minimum set back of a building, from the side boundary adjacent to the street is 2 metres.

A garage with access facing the frontage of the lot must be setback not less than 5 metres from the front boundary. On a corner lot that provides for garage access to the side street, a garage must be setback at least 5 metres from the side street.

This does not apply to lot 650. The minimum setback of a garage on lot 650 is 3 metres from the street from which it is accessed.

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Open pergolas, fascias, gutters, eaves and unroofed porches, unroofed balconies and unroofed verandahs, may encroach into the setbacks provided any such encroachment is endorsed by the Mirvac Design Committee endorsement.

2.4 Building height (Schedule 1 to the Neighbourhood Character Overlay)

The maximum height of a dwelling on a lot is 9 metres measured from finished ground level unless specified below.

The maximum overall height for a three storey dwelling is 12 metres measured from finished ground level.

Where the slope of the finished ground level at any cross section wider than 8 metres of the site of the building is 2.5 degrees or more, the maximum building height may be increased by 2 metres.

2.5 Site coverage (Schedule 1 to the Neighbourhood Character Overlay)

Site coverage on a lot, for a dwelling of two or more storeys must not exceed 60 per cent.

Site coverage on a lot, for a single storey dwelling must not exceed 75 per cent.

2.6 Permeability (clause 54.03-4)

At least 20 per cent of the site must not be covered by impervious surfaces.

2.7 Energy efficiency (clause 54.03-5)

Energy efficiency in a dwelling must be in accordance with clause 54.03-5 (Energy efficiency) in the Scheme.

2.8 Significant Trees (clause 54.03-6)

A significant tree on a lot identified on the attached relevant Building Envelope Plan must be treated in accordance with clause 54.03-6 in the Scheme.

2.9 Car parking (regulation 4.13 and clause 54.03-7)

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Car parking on a lot must be in accordance with regulation 4.13 (Car parking) in Part 4 of the Building Regulations 1994 and clause 54.03-7 in the Scheme, except as specified below.

A minimum of two car spaces must be provided on a lot, with at least one undercover. All car spaces must be concealed from streets and public open spaces.

The minimum internal dimension for tandem car parking spaces is 3.5 metres wide by 11 metres long.

Development plans for each lot must be endorsed by Mirvac Design Committee Plans and must show all car parking spaces and the location, dimensions, driveway access and surface treatment proposed.

Carports are not permitted, unless otherwise endorsed by the Mirvac Design Committee.

2.10 Side and Rear Setbacks (Schedule 1 to the Neighbourhood Character Overlay)

A building on a lot must be set back from a street boundary not less than the distance specified in respect of that boundary on the attached relevant Building Envelope Plan.

A boundary of a lot marked with the letter "F" on a Building Envelope Plan is a mandatory frontage and the dwelling must be designed so that its façade is oriented to the boundary marked "F" on the relevant Building Envelope Plan.

The minimum setback from the side boundary of a building on a lot, unless allowed as a boundary wall on the relevant attached Building Envelope Plan, is 2 metres.

The minimum setback from the rear boundary of the first and second floor levels of a dwelling is 7 metres.

The maximum height of an external building wall within 7 metres of the rear boundary is 4 metres above finished ground level. The maximum height of a roof within 7 metres of the rear boundary is 6 metres above finished ground level.

Sunblinds, verandahs, balconies, porches, pergolas, shade sails, eaves, fascias, gutters, chimneys, flues, pipes, domestic fuel or water tanks, and heating or cooling equipment or other services may encroach into the setbacks, provided any such encroachment is endorsed by the Mirvac Design Committee endorsement.

Landings having an area of not more than 2 square metres, stairways and ramps may encroach into the setbacks provided any such encroachment is endorsed by the Mirvac Design Committee endorsement.

2.11 Walls on Boundaries (Schedule 1 to the Neighbourhood Character Overlay)

The length and height of walls on boundaries of a lot must be in accordance with Schedule 1 to the Neighbourhood Character Overlay in the Scheme, except as specified below.

Where allowed on the Building Envelope Plan, boundary walls are encouraged if they can provide additional privacy to the existing or likely secluded private open space of an adjacent lot without compromising unacceptably its solar access.

The maximum height of a wall constructed on or within 150 mm of a side or rear boundary is 4 metres, measured from the finished ground level. Where the slope of the natural ground level at any cross section wider than 8 metres of the site of the building is 2.5 degrees or more, the maximum height may be increased an additional 1.5 metres.

2.12 Daylight to existing windows (regulation 4.16 and clause 54.04-3)

The provision of daylight to existing habitable room windows must be in accordance with regulation 4.16 (Daylight to existing habitable room windows) in Part 4 of the Building Regulations 1994 and clause 54.04-3 (Daylight to existing windows) in the Scheme.

2.13 Solar access to existing north-facing habitable room windows (regulation 4.17 and clause 54.04-4)

The provision of solar access to existing north-facing windows must be in accordance with regulation 4.17 (Solar access to existing north-facing habitable room windows) in Part 4 of the Building Regulations 1994 and clause 54.04-4 (North-facing windows) in the Scheme.

2.14 Overshadowing open space (regulation 4.18 and clause 54.04-5)

Any overshadowing of existing secluded private open space must be in accordance with regulation 4.18 (Overshadowing of recreational private open space) in Part 4 of the Building Regulations 1994 and clause 54.04-5 (Overshadowing open space) in the Scheme, except as specified below.

When sunlight to the secluded private open space of an existing dwelling is reduced, at least 75 per cent or 40 square metres (whichever is the lesser) of the Secluded Private Open Space must receive a minimum of five hours of sunlight between 9am and 3pm on 22 September.

2.15 Overlooking (regulation 4.19 and clause 54.04-6)

Any overlooking of a habitable room window or secluded open space of an existing dwelling on an adjoining lot must be in accordance with regulation 4.19 (Overlooking) in Part 4 of the Building Regulations 1994 and clause 54.04-6 (Overlooking) in the Scheme, except as specified below.

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Habitable room windows, balconies, terraces, decks or patios should be located and designed to avoid direct views of a habitable room window or secluded private open space of an existing dwelling within a horizontal distance of 20 metres, unless otherwise endorsed by the Mirvac Design Committee. The endorsement does not remove the requirement for any other statutory approvals. This does not include a direct view across a street or park.

Any fixed screening devices must be incorporated into the design of the dwelling, unless otherwise endorsed by the Mirvac Design Committee.

2.16 Daylight to new windows (regulation 4.20 and clause 54.05-1)

The provisions of daylight to a habitable room window must be in accordance with regulation 4.20 (Daylight to habitable room windows) in Part 4 of the Building Regulations 1994 and clause 54.05-1 (Daylight to new windows).

2.17 Private open space (Schedule 1 to the Neighbourhood Character Overlay)

Private open space on a lot must be in accordance with Schedule 1 to the Neighbourhood Character Overlay in the Scheme, except as specified below.

A dwelling on a lot must have:

- secluded private open space with a minimum area of 40 square metres including a minimum dimension of 3 metres; or
- an enclosed balcony / deck or terrace with a minimum area of 25 square metres and a minimum dimension of 2.4 metres if the main living area is located on an upper level.

Secluded private open space must have direct and convenient access from a living area unless otherwise endorsed by the Mirvac Design Committee. The endorsement does not remove the requirement for any other statutory approvals.

The secluded private open space on lot 615 can be in front of the building subject to other statutory approvals.

2.18 Solar access to open space (Schedule 1 to the Neighbourhood Character Overlay)

Solar access to secluded private open space on a lot must be in accordance with Schedule 1 to the Neighbourhood Character Overlay in the Scheme.

2.19 Design detail (Schedule 1 to the Neighbourhood Character Overlay)

Design detail must be in accordance with Schedule 1 to the Neighbourhood Character Overlay in the Scheme.

2.20 Front fence (Schedule 1 to the Neighbourhood Character Overlay)

No front fence is allowed unless it is set back further than the front wall of the building on the lot. This does not apply to lot 615. A front fence on lot 615 must be setback a minimum of 5 metres from the front boundary.

The minimum height of a front fence is 1.5 metres with an average height of not more than 2 metres.

The tops of fences on sloping lots must be horizontal and stepped in gradual increments.

All fence styles, finishes and colours must be endorsed by the Mirvac Design Committee.

2.21 Fence setbacks from side and rear boundaries (regulation 4.25)

A fence exceeding 2 metres must be set back in accordance with regulation 4.25 (Fence setbacks from side and rear boundaries) in Part 4 of the Building Regulations 1994.

2.22 Side and rear fences (regulation 4.26)

Side and rear fence on a lot must be in accordance with regulations 4.26 to 4.30 in Part 4 of the Building Regulations 1994, except as specified below.

Side and rear fences that are adjacent to a street or public open space must have a minimum height of 1.5 metres and an average height of not more than 2 metres. Such fences must be constructed of timber and / or rendered masonry and finished in a colour endorsed by the Mirvac Design Committee.

Side and rear fences that are not adjacent to a street or public open space must have a minimum height of 1.5 metres and an average maximum height of 2 metres and be constructed of timber palings and include capping.

Side fences must not extend forward of the intersection with the front fence on the lot or if there is no front fence must be set back from the front boundary further than the front wall of the building.

On corner lots, side fences that are adjacent to a street or public open space must not exceed 60 per cent of the length of the boundary, unless otherwise endorsed by the Mirvac Design Committee.

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The tops of fences on sloping lots must be horizontal and stepped in gradual increments.

2.23 External wall finishes and colours

Excluding windows or openings, the use of one material, texture or colour is limited to 80 per cent of the total wall.

Blank walls without any openings or windows must not exceed a length of 8 metres, unless endorsed by the Mirvac Design Committee.

External walls that are not visible from a street or public open space must be constructed in materials consistent with the remainder of the dwelling, unless otherwise endorsed by the Mirvac Design Committee.

All external wall finishes and colour schemes must be endorsed by the Mirvac Design Committee. Overly bright or fluorescent colours are prohibited.

2.24 Roofs

Roofs must be finished in one of the following materials:

- terra-cotta or concrete roof tiles, preferably in a flat profile;
- matt finished or non-reflective metal deck roofing (including copper);
- shingle or slate type roof tiles;

unless otherwise endorsed by the Mirvac Design Committee.

Steel roof tiles are not permitted.

Dwellings on lots 598, 599, 600, 601, 602, 603, 605 and 606 must have black roofs.

For a conventional hipped roof the:

- pitch must be between 22.5 and 35 degrees;
- eaves must be 600 millimetres wide unless otherwise endorsed by the Mirvac Design Committee, but not less than 450 millimetres.

The eave width is measured horizontally from the wall under the eaves to the fascia. Where eaves must be cut back to zero, such as along boundary walls, the transition point should be well detailed and must be endorsed by the Mirvac Design Committee.

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All gutters and downpipes must be of material, design and location to complement the design of the dwelling, unless otherwise endorsed by the Mirvac Design Committee.

2.25 Vehicle and pedestrian access

Vehicular access points designated on the relevant Building Envelope Plan by "D" are fixed and can not be altered.

Driveway widths must be no more than 5.5 metres for double driveways and 3 metres for single driveways, unless otherwise endorsed by the Mirvac Design Committee.

Each dwelling must have a clearly visible front entry from the street, unless otherwise endorsed by the Mirvac Design Committee.

Driveway paving must be finished in dark coloured concrete or pavers, unless otherwise endorsed by the Mirvac Design Committee.

2.26 Garage doors

All garage doors must be segmented panel type doors in muted colours.

Garage doors must not exceed 40 per cent of the width of the dwelling elevation in which the garage door is contained, unless otherwise endorsed by the Mirvac Design Committee. This does not apply to lots 683 and 687.

2.27 Landscaping

A minimum of 75 per cent of plants used are to be selected from the recommended planting schedule available from the Mirvac Design Committee.

All other plants and materials (including surfaces and features) used in landscaping must be endorsed by the Mirvac Design Committee.

2.28 Caravan, boat, trailer and truck parking

No caravan, boat, trailer, plant or truck may be stored or parked on any lot where visible from the street or public open space.

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2.29 Satellite dish, television aerials, clothesline, water tanks, solar heaters, airconditioning condensor and similar service facilities

No satellite dish, television aerial, clothesline, water tank, solar heater, airconditioning condensor and similar service facility is to be visible from any street and public open space areas and as far as practicable from adjacent lots, unless otherwise endorsed by the Mirvac Design Committee.

Air conditioning units must be located to avoid unreasonable noise impact for adjacent residents.

2.30 Ancillary structures

All garden sheds, children's cubby houses, aviaries or similar structures must be designed, sited and of materials, texture and colours endorsed by the Mirvac Design Committee.

2.31 Storage

A dwelling must have convenient access to at least 6 cubic metres of externally accessible, secure storage space incorporated in a building.

An area that is concealed from the street or public open spaces must be provided for rubbish bin storage, unless otherwise endorsed by the Mirvac Design Committee.

2.32 Letterbox

A letterbox must be constructed of solid masonry or concrete and finished in materials used on the external walls of the dwelling on the lot, unless otherwise endorsed by the Mirvac Design Committee, and must be compatible with the external walls of the dwelling.

2.33 One dwelling only on a lot

One dwelling only may be constructed on each lot.

2.34 Floor area

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The minimum floor area (excluding garages) for a single storey dwelling is 190 square metres and 220 square metres for dwellings with two or more storeys, unless otherwise endorsed by the Mirvac Design Committee.

2.35 Two-storey dwellings

Dwellings on lots marked "2S" on the relevant Building Envelope Plan must be two-storey, unless otherwise endorsed by the Mirvac Design Committee. Two-storey dwellings must be well articulated and proportioned to reduce the overall mass of the building, unless otherwise endorsed by the Mirvac Design Committee.

2.36 Three-storey dwellings

Dwellings on lots marked "3S" on the relevant Building Envelope Plan must have a three-storey portion. Three-storey dwellings must be well articulated and proportioned to reduce the overall mass of the building, unless otherwise endorsed by the Mirvac Design Committee.

2.37 Existing retaining walls and barrier (acoustic) fence

Existing retaining walls can not be removed or modified unless otherwise endorsed by the Mirvac Design Committee.

The existing barrier (acoustic) fence extending along the rear of lots 613 to 623 can not be removed or modified unless otherwise endorsed by the Mirvac Design Committee.

2.38 Sign and notice

No sign or notice is to be erected or affixed to any part of a building or lot except:

- where any such sign is required by law;
- any sign or notice that is less than 700 millimetres in width and 1000 millimetres in height and the top does not exceed 2000 millimetres above ground level;
- a sign with an advertisement area not exceeding 2 square metres concerning construction work on the land. Only one sign may be displayed, it must not be an animated or internally - illuminated sign and it must be removed when the work is complete.

Not more than one sign or notice is to be erected or affixed to any part of a building or lot except where a sign is required by law.

2.39 Windows, window furnishings and awnings

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External awnings or shutters to any part of a building must not be visible from a street or public open space, unless otherwise endorsed by the Mirvac Design Committee.

Windows visible from a street or public open space must not have any tint (excludes frost, film and opaque glass).

Any window treatment such as frost, film or opaque glass endorsed by the Mirvac Design Committee must not be altered, unless endorsed by the Mirvac Design Committee.

Internal window furnishings must be sunscreen roller blinds, venetian blinds, roman binds, hanging blinds, vertical blinds or timber Venetian blinds. Except for timber Venetians, all blinds must have a white or grey blackout backing fabric where visible from a street or public open space.

Timber venetians in windows that are visible from a street or public open space must be one of the following colours:

- cedar / timber with a natural grade lacquer;
- white;
- charcoal.

2.40 Outbuildings

No outbuilding (garages, shed or the like) is to be developed or used in whole or in part as a habitable room.

3 GENERAL DEFINITIONS

If not defined above, the words below shall have the meaning attributed to them in the document identified:

In the *Building Act 1993*:

- Building

In Part 4 of *Building Regulations 1994*:

- Private open space
- Secluded private open space
- Setback
- Site coverage
- Window
- Single dwelling
- North (true north)

In the *Monash Planning Scheme*:

- Building height (clause 72)
- Dwelling (clause 74)
- Frontage (clause 72)
- Habitable room (clause 72)
- Lot (clause 72)
- Storey (clause 72)

Additional definitions include the following.

Building envelope

An area within each lot (defined by the particular lot setbacks) where development of a dwelling, shed, garage is allowed subject to the particular provisions of these building envelope provisions, the planning permit and the Monash Planning Scheme.

Designated vehicular access points

Fixed driveway crossover location specified on a lot on the Building Envelope Plan.

Finished ground level

Level of the ground on the lot at the time of purchase from Mirvac.

Floor area

The total floor area of a building, measured from the outside of external walls. It does not include the area of stairs, access ways, or car parking areas (garages), balconies or porches.

Front boundary

The boundary of a lot that is adjacent to a street and runs between side boundaries, unless otherwise designated on the Building Envelope Plan. A front boundary on a corner lot is the boundary adjacent to the street to which the dwelling entry is oriented.

Mirvac Design Committee

The committee constituted by representatives from Mirvac Victoria Pty Ltd or its appointed agents for the purpose of reviewing and endorsing dwelling plans under these Building Envelope Provisions.

Public Open Space

For the purposes of the Building Envelope Provisions means land that is used or set aside for public recreation, parklands or similar purposes.

On the boundary

A setback of up to 150 millimetres from the lot / property boundary is deemed to be on the boundary.

Significant Tree

A tree that is depicted on the relevant Building Envelope Plan as a significant tree.

4 CESSATION OF BUILDING ENVELOPES

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Building envelopes shall cease to have effect on the lot containing the envelope 10 years after the registration of this stage of the plan of subdivision.

The requirements for endorsement by the Mirvac Design Committee shall cease to have effect on the lot containing the envelope, 10 years after the registration of this stage of the plan of subdivision.

Buildings on a lot must continue to comply with the requirements of the Monash Planning Scheme and Building Regulations 1994.

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PLAN**