

Lifestyle Design Essentials





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The Community Vision

Stockland is presented with a unique opportunity to deliver a high-quality masterplanned community. It will provide a wide range of high-quality public and private facilities and market-leading housing choices in a variety of landscape settings.

The Design Essentials outlined in this document allow the implementation of key design principles to deliver a strong sense of place and community.

This community will offer an incomparable range of lifestyle choices, providing an outstanding place set in the signature landscape with memorable landmarks where people will love to live. A place that people will be proud to call home.



Background

Stockland's commitment and objectives

Stockland's commitment to you is to encourage and showcase quality urban design. Stockland's objective is to create a pleasant living environment that is centred around a strong sense of community and provides a variety of housing solutions to suit a diverse range of lifestyles.

It is important that the design of your home is in keeping with the Design Essentials outlined in this document.

They have been created to:

- Encourage visually appealing streetscapes
- Promote environmentally responsible development
- Provide certainty about the standard of housing
- Assure you that everyone will contribute equally to achieving a strong neighbourhood character
- Protect your investment

- Promote a modern Australian architectural style that responds to the Australian climate and fosters a cohesive streetscape, and
- Deliver on 'The Community Vision'.

Promoting Good Design

The Design Essentials encourage a cohesive streetscape whilst promoting variety in house design.

The Essentials are designed to create a neighbourhood that is visually interesting, promotes diversity and is of a consistent high quality. To achieve this objective the Design Essentials facilitate good residential design.

By following the Design Essentials carefully you will help to contribute to the creation of a more desirable neighbourhood and enhance the value of your home and community.



Design approval

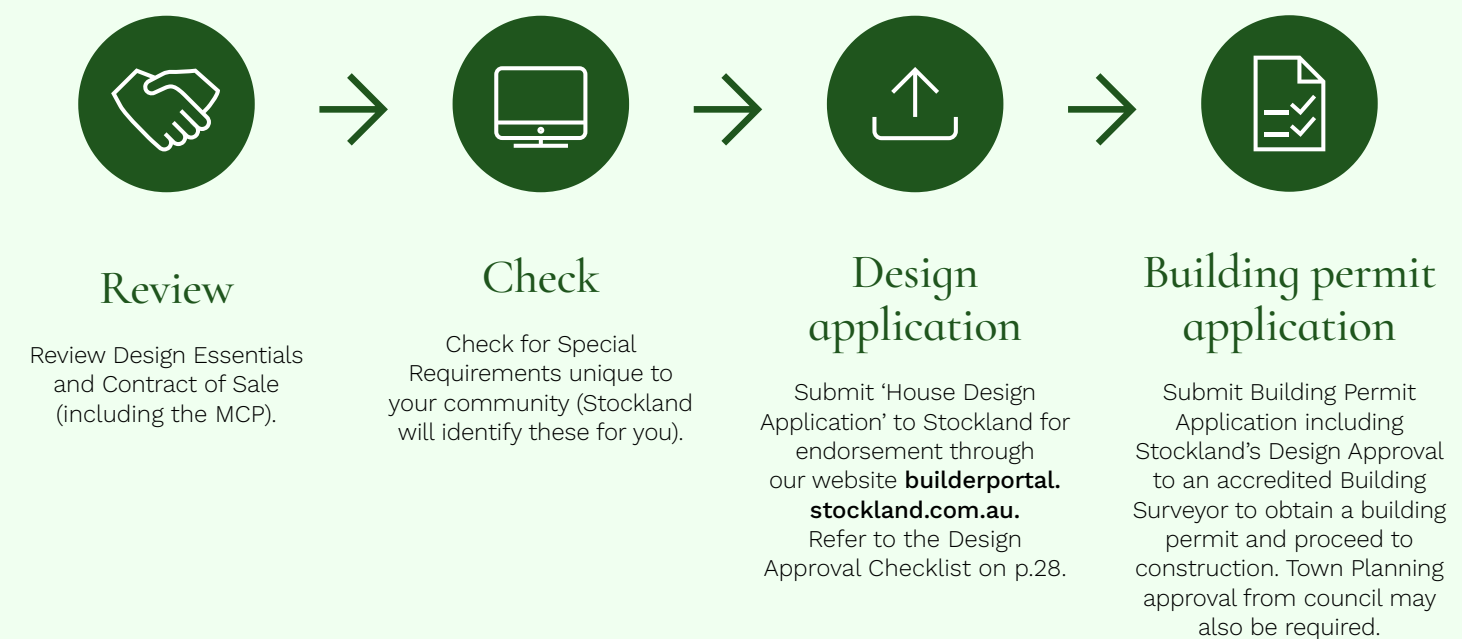
Submission requirements

These Design Essentials apply to all lots within Stages 7–25 at Grandview, Lot Numbers 701–2529. The construction of two dwellings on a lot is strongly discouraged unless the lot is on a corner of 600m² or larger, and is subject to a planning permit approval by Melton City Council. In order to build, you must apply and have an application package approved by Stockland's Architect. Design Approval by Stockland does not constitute building approval or compliance with building regulations. Upon obtaining Design Approval from Stockland, a building permit must be obtained from the local Council or a private Building Surveyor before construction can commence.

The process

Stockland's Architect will endeavour to assess proposals in the shortest possible time, generally within ten business days of receiving all required information for the application. Approved plans will be stamped approved, copied and returned to the applicant or their agent. The progress of the home will be monitored by Stockland to ensure that it conforms with the approved design.

All requests for comment from Stockland's Architect, or any other queries, should be directed to the Stockland Covenant Administrator.



Developer's Responsibility

Whilst Stockland will endeavour to ensure compliance with these Design Essentials wherever possible, Stockland will not be responsible or liable to any person for any loss, damage or injury arising whether directly or indirectly from any noncompliance with these Design Essentials.



The Design Essentials





1. Siting and servicing your home

1.1 Min. setbacks – lots 300m² and above

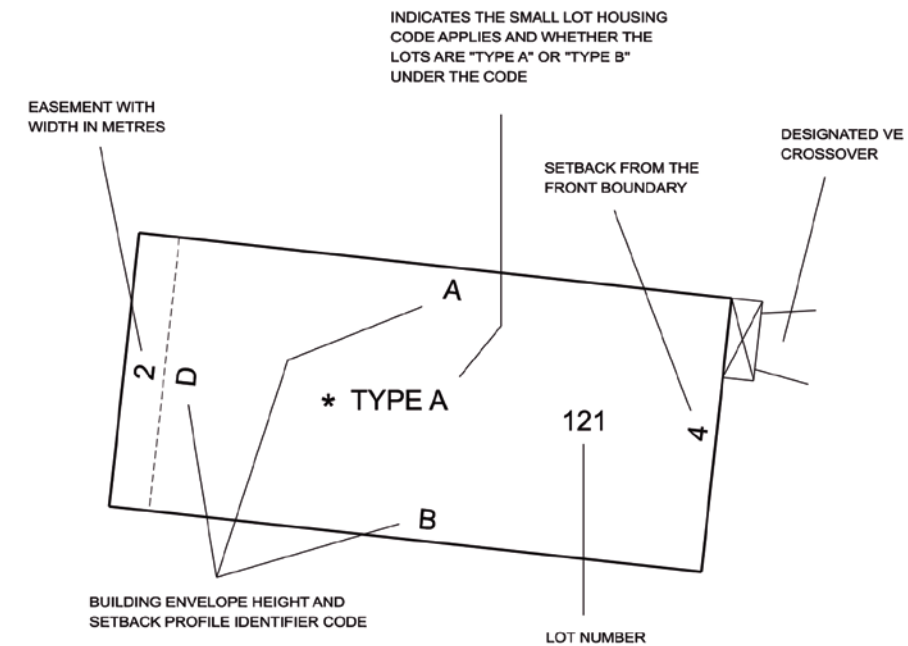
Dwellings on lots above 300m² must have a minimum front setback of 4m and a rear setback of 2m.

Certain lots over 300m² have a reduced 3m front setback. Please refer to the MCP to determine the applicable front setback to your lot.

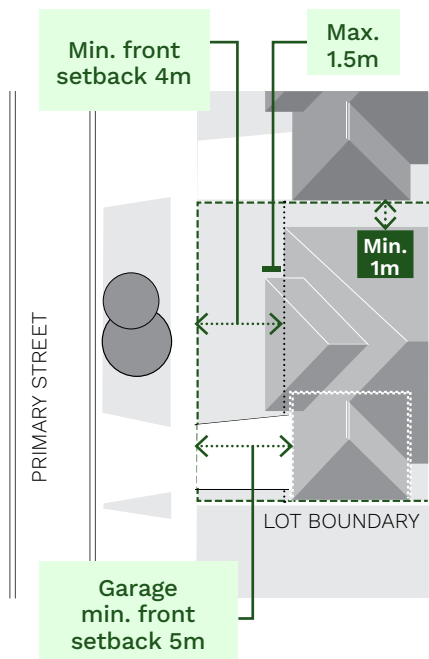
Porches, verandahs and porticos less than 3.5m in height may encroach up to 1.5m into the minimum front setback.

A 1m setback on one side boundary is required on all lots including Small Lot Housing Code lots, except those with a frontage of 8.5m or less which can be built boundary to boundary as per the applicable MCP.

Garages must be setback a minimum of 5m from the primary street frontage and be located behind the predominant wall of the dwelling.



Example of Building Envelope Plan in the Memorandum of Common Provisions (MCP)



Minimum Setbacks – Lots 300m² and above

1. Siting and servicing your home



1.2 Min. setbacks – corner lots

Dwellings on corner lots must be setback a minimum of 2m from the secondary street frontage.

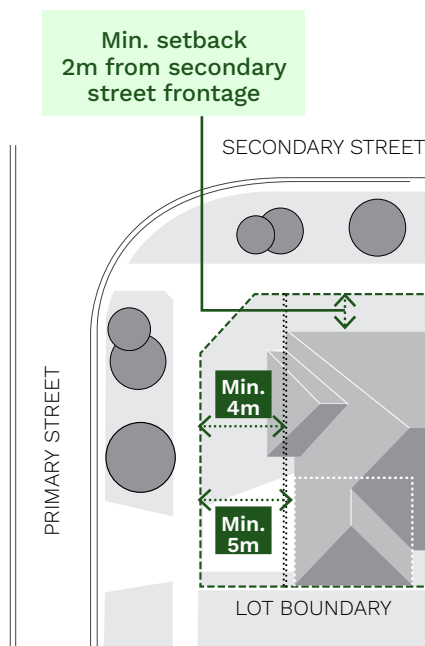
1.3 Small lots

Depending on local Council requirements small lots under 300m² may be subject to the small lot housing code and/or require Town Planning permit. Please contact the Stockland Customer Relations Coordinator for more details.

Certain lots under 300m² have an increased 4m front setback. Please refer to the MCP to determine the applicable front setback to your lot.

1.4 Service connections

You must ensure that your home is connected to all available in ground services according to the service provider's standards including the optic fibre network.



Minimum Setbacks – Corner Lots



2. The style of your home

Choosing a home style that fits in with your neighbourhood

2.1 Home style

Your Home design must be either “Contemporary” or “Hamptons-inspired” in keeping with the other homes in your street.

Faux heritage styles and detailing will not be permitted unless it is in keeping with the above architectural styles.

2.2 House design separation

The house may not be the same as one within three lots either side or across the street, unless:

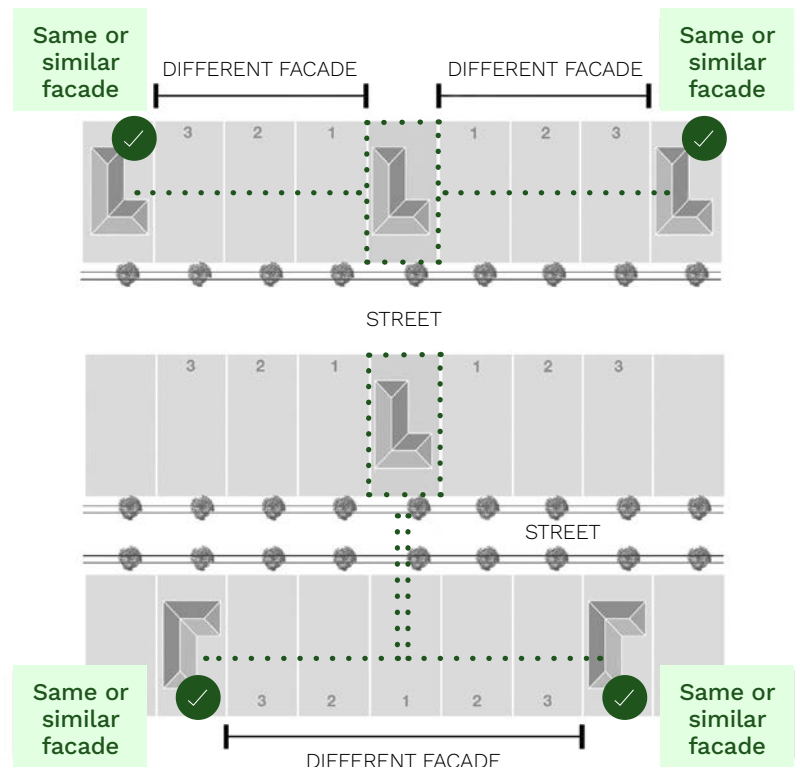
- It is approved in writing by Stockland and/or
- The house is part of a row of terraced homes or a medium density development.



✓ Contemporary facade



✗ Faux heritage features not permitted



2. The style of your home



2.3 Roof pitch

A minimum roof pitch of 22.5 degrees is required unless it is a skillion roof, in which case it must have a minimum roof pitch of 10 degrees and a maximum roof pitch of 15 degrees.

2.4 Eaves

All pitched roofs to dwellings must incorporate a minimum eave of 450mm to the front facade and a return to the point of the first habitable room window or 3m, whichever is greater.

All corner lots must incorporate a minimum of 450mm deep eaves to all sides of the roof visible from the street.

All pitched roofs to the second storey of dwellings must incorporate a continuous eave of 450mm minimum to all sides.

2.5 Parapet walls

Flat roofs less than 5 degrees must be fully concealed by a parapet.

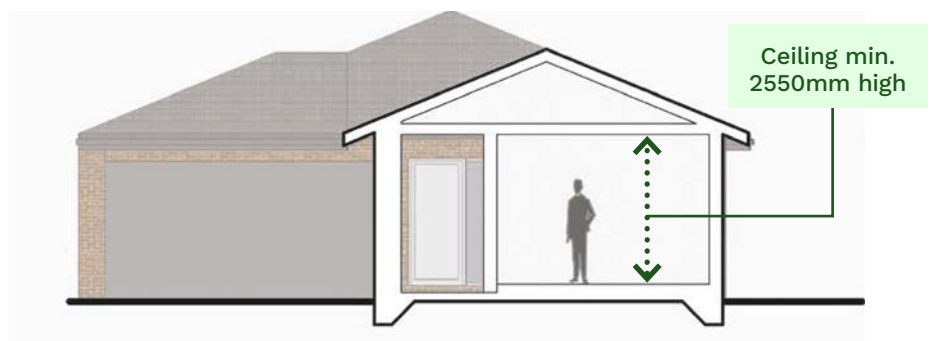
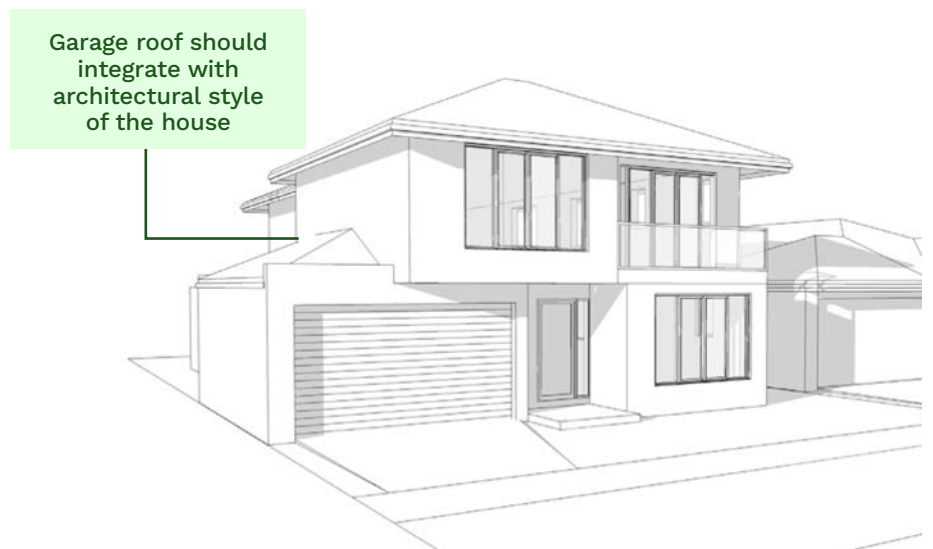
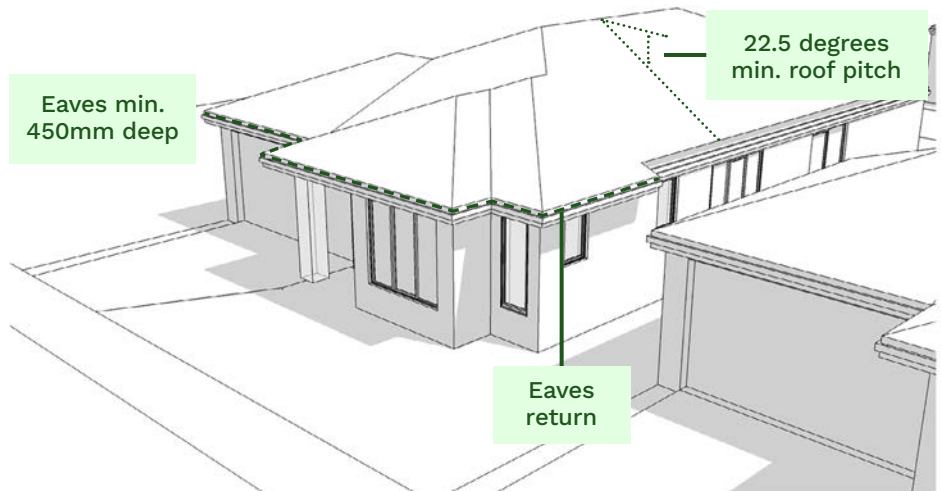
Any side parapet wall must return around the front facade and must not create a 'step' in the front facade wall.

Where a parapet wall exists, the garage roof should integrate with the architectural style of the house.

2.6 Ceiling heights

Your home must have a minimum ceiling height of 2550mm.

Double storey designs have minimum ceiling heights for the second storey in accordance with Building Regulations.





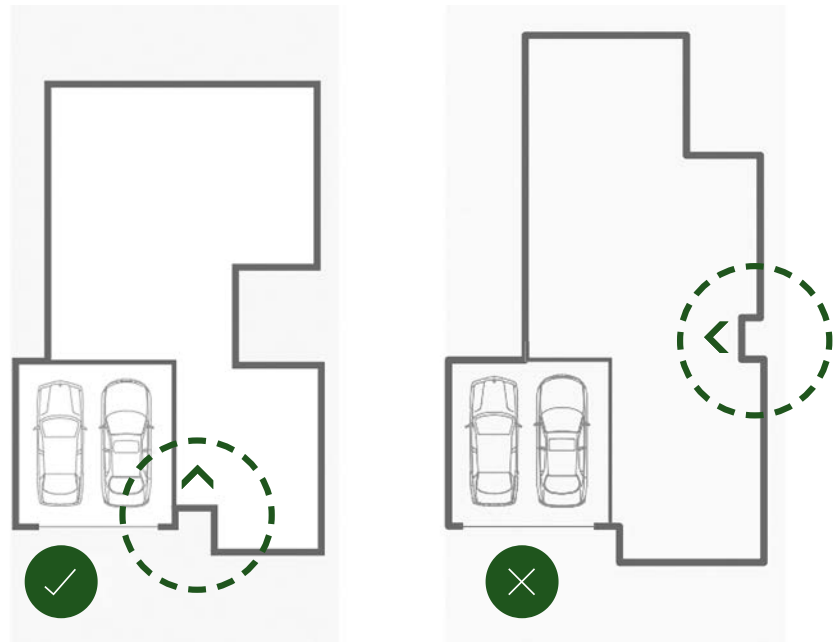
3. How your home addresses the street

3.1 Front door facing the street

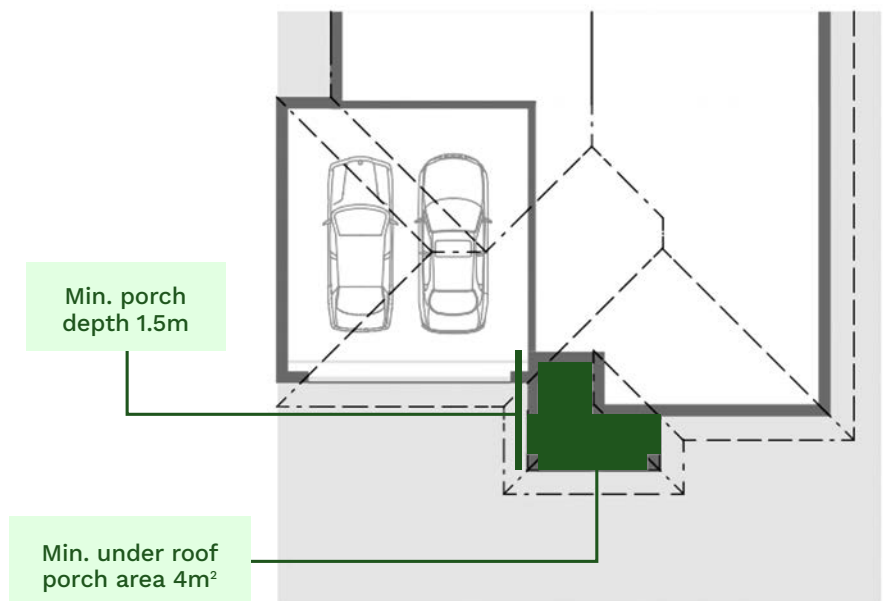
Your home must have a front door facing the street and either a verandah, porch or portico.

3.2 Porch, portico or verandah size

Your home must have a porch, portico or verandah with a minimum area of 4.0m² and a minimum depth of 1.5m at some point.



Front door facing the street



Porch, portico or verandah size

3. How your home addresses the street



3.3 Windows

Your home must have a minimum of 1 habitable room window on each facade facing both the primary and secondary street frontages.

Windows that are readily visible from the street must be consistent in style and proportion and must have a maximum sill height of 1.25m above the finished floor level (FFL). These windows include:

- ground floor and upper storey windows on the front facade facing the primary street frontage, and
- ground floor and upper storey windows forward of the corner fence return facing the secondary street frontage.

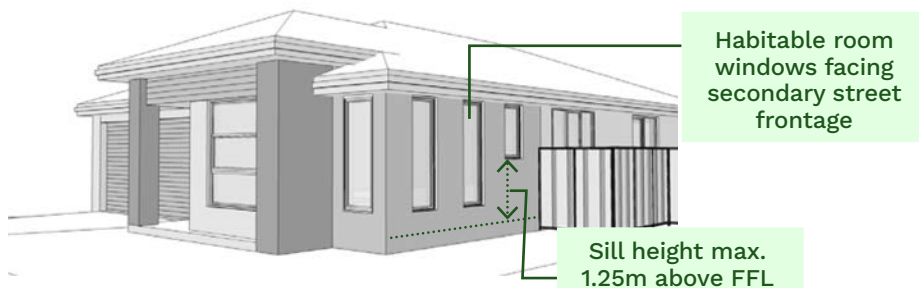
Blank walls with no windows are not permitted on any facade visible from both primary and secondary street frontages.

3.4 Corner lots

A building on a corner lot may encroach not more than 300mm into the setback on a side street for a maximum length of 10 per cent of the building wall facing that side street.



✓ Habitable room windows facing primary street frontage

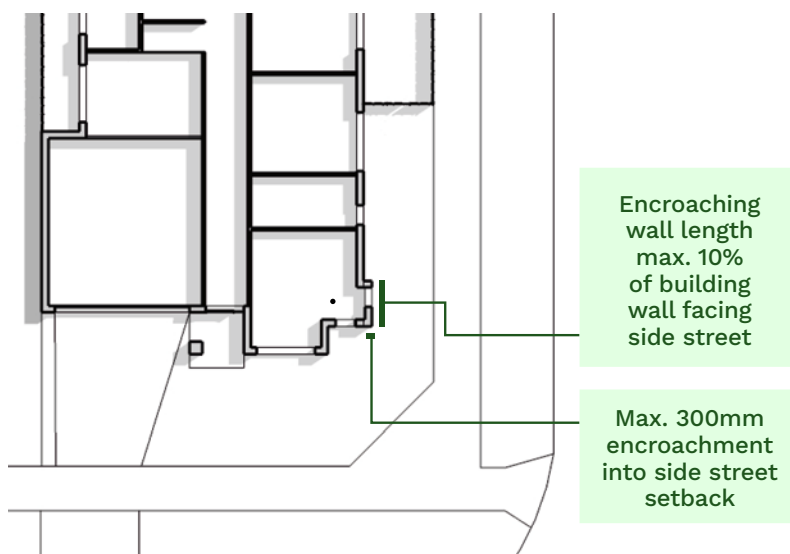


✓ Side street windows match style and proportion of front windows



✓ Side street windows match style and quality of front windows

✗ Side street windows do not match style of front windows



3. How your home addresses the street



3.5 Second storey facade articulation

Front or side street and rear laneway facing second storey facades must incorporate balconies and/or additional setbacks and articulation.

3.6 External materials

All external materials and colours must suit the character of the neighbourhood and be submitted to Stockland for approval.

Any facade of your home visible from a street or public space must have a minimum area of 25% of a material or colour contrasting with the main material or colour.

The 25% is calculated excluding windows, doors, and garage doors and other openings.

Single storey colour and material requirements apply to the second storey.

For homes on corner and rear accessed lots, architectural treatment, facade elements, roof articulation, materials and colours incorporated on the front facade must return along the secondary street frontage up to the corner fence return. Refer to corner fence requirements.

3.7 Roof, gutters and downpipes

Gutter and fascia colours are to match the roof colour. Downpipe colours must not contrast with wall colour.

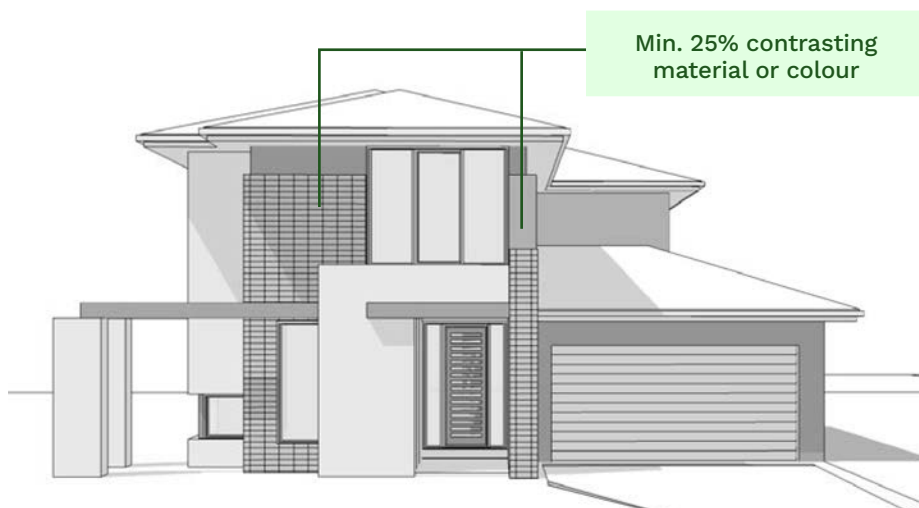
Roof materials must not be: unfinished, reflective, galvanised, zinc, fibre cement or tray deck sheeting.



Front street elevation materials and colours continue for all facades visible to the street



Corner Lot Architectural treatment, facade elements, roof articulation, materials and colours continue for all facades visible to the street



Additional setbacks and articulation to second storey facade

3. How your home addresses the street



3.8 Garages

The garage must be attached and match the quality and finish of the exterior of your home. Carports will not be approved.

Garage roofs should integrate with the architectural style of the home.

Single and double garages must be setback a minimum of 840mm from the front or side building line unless otherwise noted in the MCP.

For lots with a frontage of 10.5m or greater, the maximum width allowable for the garage door is 4.8m.

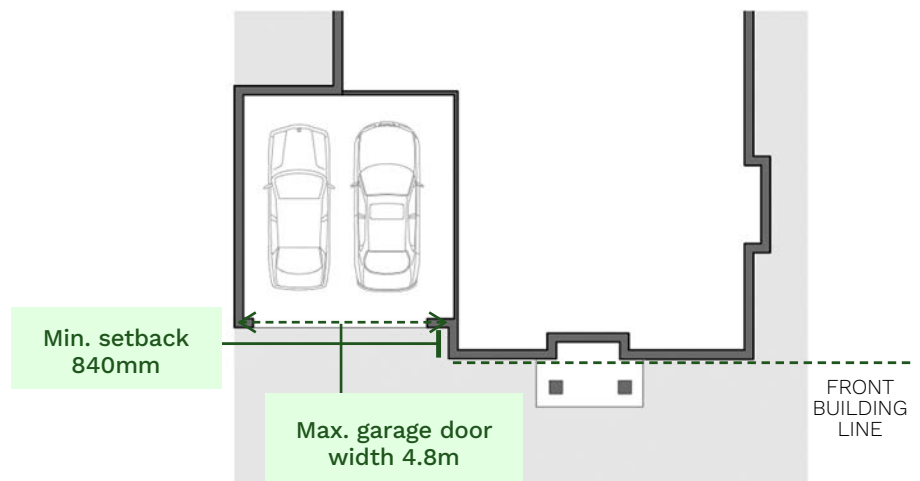
For lots with a frontage under 10.5m as measured at the front setback, a single garage is required with a maximum door width of 2.6m.

Where facing a secondary street frontage, the garage must be setback a minimum of 5m from the secondary street. An easement running along the rear of the lot cannot be built over and the garage may have to be setback from the rear boundary to accommodate the easement. Garages must be located adjacent to the lot boundary but are not permitted adjacent to boundaries abutting public open space.

3.9 Rear access garages

A garage accessed from the rear of the property must be setback 500mm minimum from the rear property line.

Rear access garages can be detached but must match the look of the dwelling.



Double garages

3. How your home addresses the street



3.10 Triple garages

Triple garages are strongly discouraged, if proposed then:

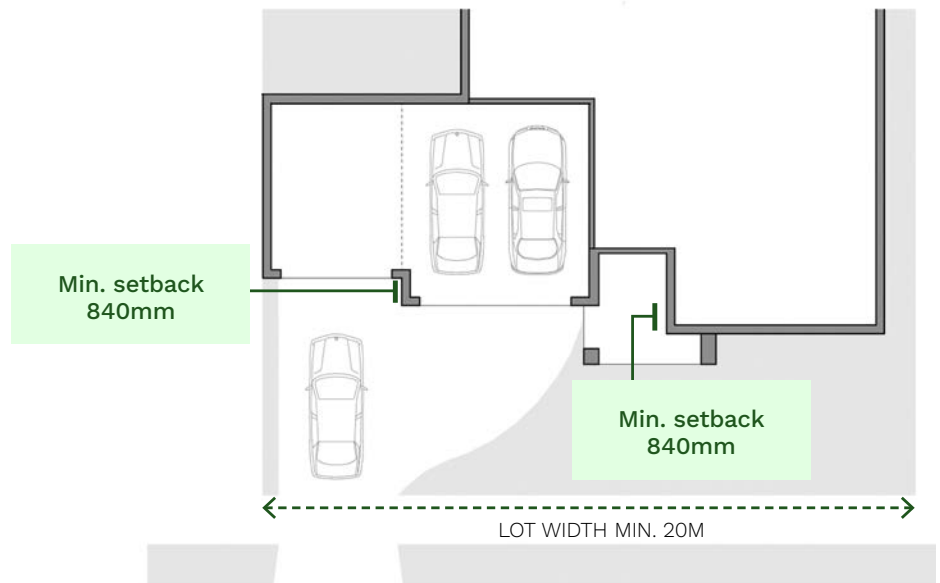
- The lot width must be at least 20.0m frontage.
- The third garage must be setback a further 840mm from the other garage doors.
- The garage must not exceed 40% of the facade.

3.11 Garage doors

Garage doors must be:

- Panel lift, or
- Sectional overhead, or
- Tilt-a-door.

Roller doors will not be approved.



Triple garages

3. How your home addresses the street

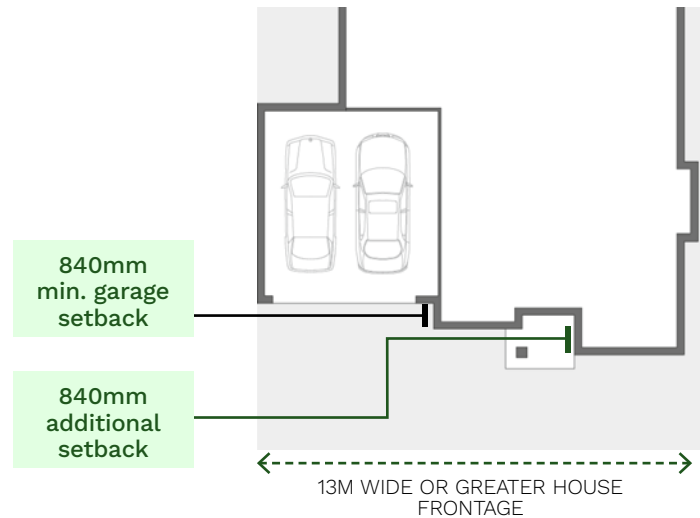


3.12 Requirements for homes that are 13m or more in widths

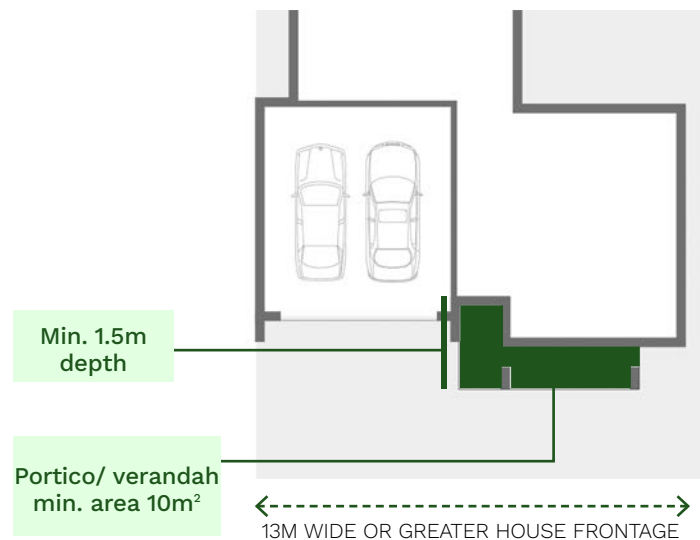
Where a home is 13.0m wide or greater at least one of the following is required:

- A step in the front facade of a minimum 840mm (this step must be in addition to any step at the garage), or
- A portico/verandah with a minimum area of 10m². The porch must also have a depth of minimum 1.5m deep at some point, or
- A verandah for the full length of the frontage (excluding the garage).

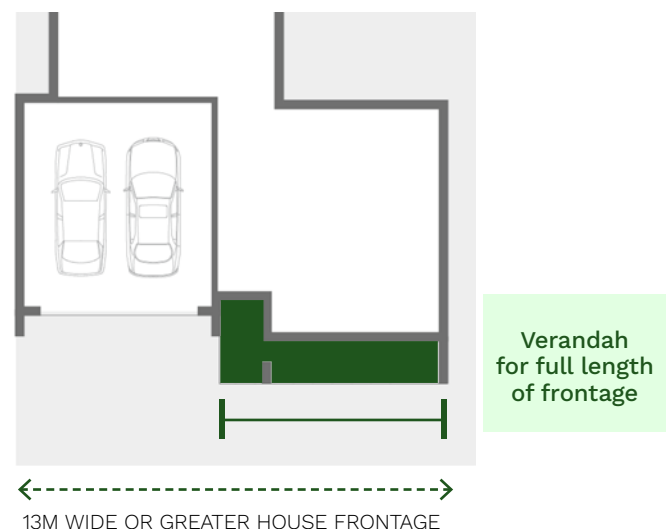
Note: An entry recess is not a step in the facade.



Option: 840mm additional step in front facade



Option: Portico/Verandah min. area 10m² and min. depth 1.5m



Option: Verandah for full length of frontage



4. Front garden landscape

4.1 Your garden

All lots including Small Lot Housing Code lots must accord with Melton Council's Street Tree Planting & Removal Policy.

4.2 Extent of landscaping

All parts of the lot not built on or paved that are visible from a front or side street or rear laneway must be well maintained. Garden beds are to contain organic or pebble mulch.

Your garden must be completed within 1 year of Stockland receiving your certificate of occupancy.

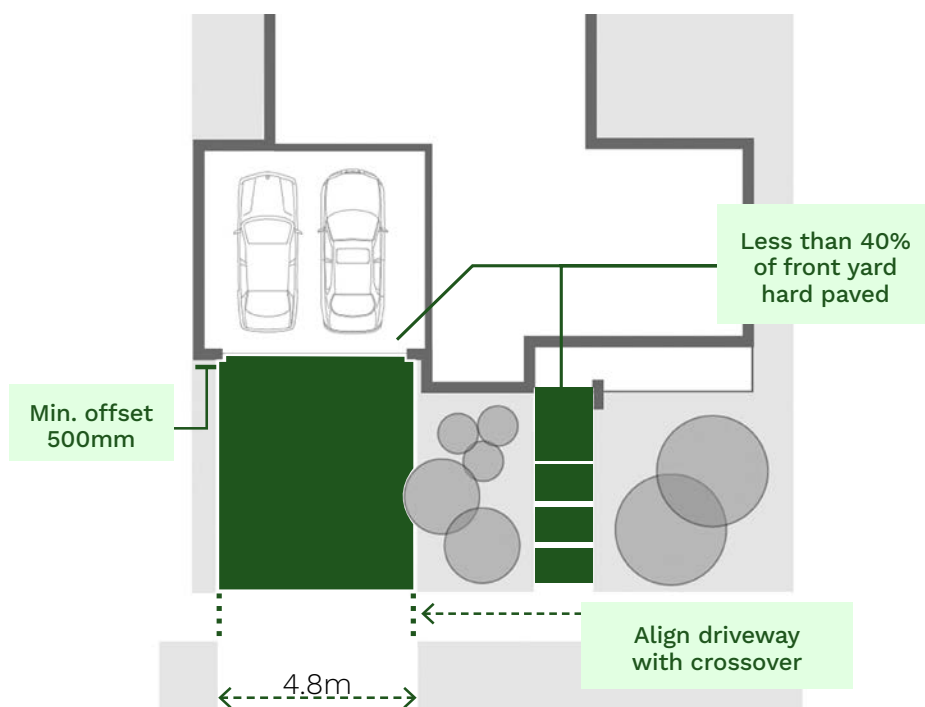
Stockland encourages you to landscape and maintain the nature strip in front of your home.

4.3 Extent of hard paving

Impermeable hard surface materials must not exceed 40% of the front garden area including the driveway and front path.

A minimum softscape area of 60% of the total front garden area is to be installed. The softscape should consist of turf, garden beds and permeable surface materials including decorative stone aggregate or pebbles.

At least 30% of the softscape area must consist of planted garden bed. Avoid the use of prohibited invasive weed species.



4. Front garden landscape



4.4 Landscape materials

Grass lawn (pre-grown turf) must be a warm season turf variety. The lawn should be maintained and regularly edged to present neatly. Grass is to be installed on a minimum 100mm depth of suitable topsoil.

Minimum 200mm depth of suitable topsoil is to be installed to all garden bed areas. Garden bed areas are to include an 80mm depth of mulch to retain moisture within the soil and suppress weed growth.

4.5 Plant species

All plants are to be selected from the plant species list derived from Council's Landscape Design Guidelines found on City of Melton's website.

Plant species to be used in front gardens are to be hardy, appropriate to the site and have reasonable drought tolerance to reduce the need for irrigation.

4. Front garden landscape



4.6 Driveways

The driveway is to be shown on the house plans submitted to Stockland for approval.

The driveway must be offset a minimum of 500mm from the nearest side boundary.

Driveways must align with the crossover provided by Stockland and be constructed within 1 year of Stockland receiving your Certificate of Occupancy.

Acceptable driveway materials are:

- Stamped or coloured concrete;
- Brick, slate or natural stone pavers;
- Exposed aggregate concrete.

Plain concrete driveways (in light-grey 'standard' concrete) are prohibited.

The driveway width should be the same width as the garage door and may taper as it approaches the front boundary so that it generally matches the width of the crossover.

Only one driveway is permissible per allotment.

4.7 Retaining walls

The vertical face of any retaining wall cannot be more than 1.2m in height, otherwise it must be stepped back.

Retaining walls which abut a street must be constructed of stone or rendered masonry, in line with the village character and to the satisfaction of Stockland's Design Team.





5. Fencing and boundaries

5.1 General requirements

Stockland does not provide fencing. Fencing design drawings must be submitted for approval by Stockland's Design Team.

Fencing other than optional front fencing is to be constructed prior to you moving in to your home.

Pre-existing fencing is not to be removed for any reason without prior written consent from Stockland's Covenant Administrator.

5.2 Optional front fences

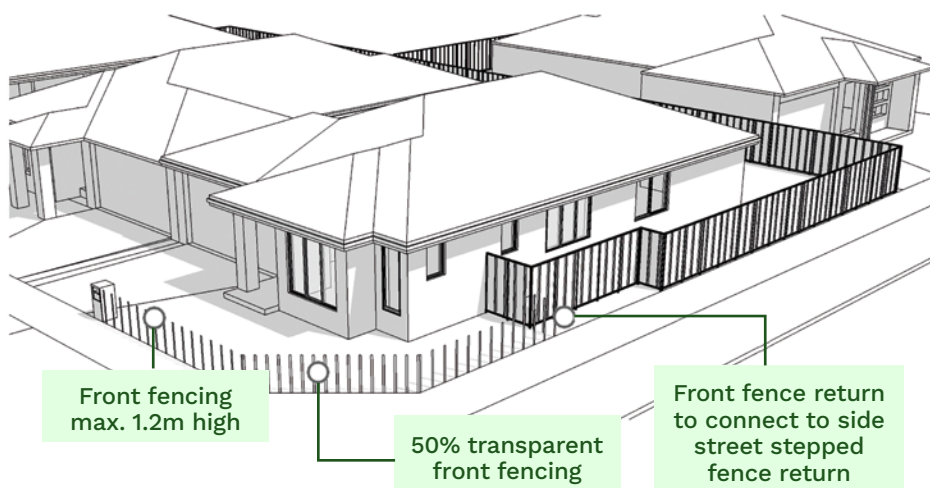
Front fences are permitted where they:

- Complement the style and colour scheme of the home
- Are no higher than 1.2m
- Are 50% transparent
- Return along the side boundaries to connect back to the side fences or walls of your home. For corner lots, where there is a side street stepped fence, the front fence must return to connect to the stepped fence return.
- Have been approved by Stockland

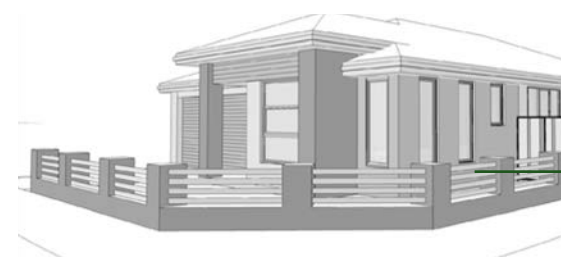
If an adjoining neighbour has already built a Stockland approved front fence, your fence will not have to return along the adjoining side boundary.

If you choose to fence the front of your lot, you must submit fencing layout and design drawings for approval by Stockland before commencing construction.

Chain mesh or chain link fencing systems will not be approved.



✓ Front fencing complements style and colour scheme of home



✓ Front fence 50% transparent



✗ Front fence not transparent and does not complement the style and colour scheme of the home

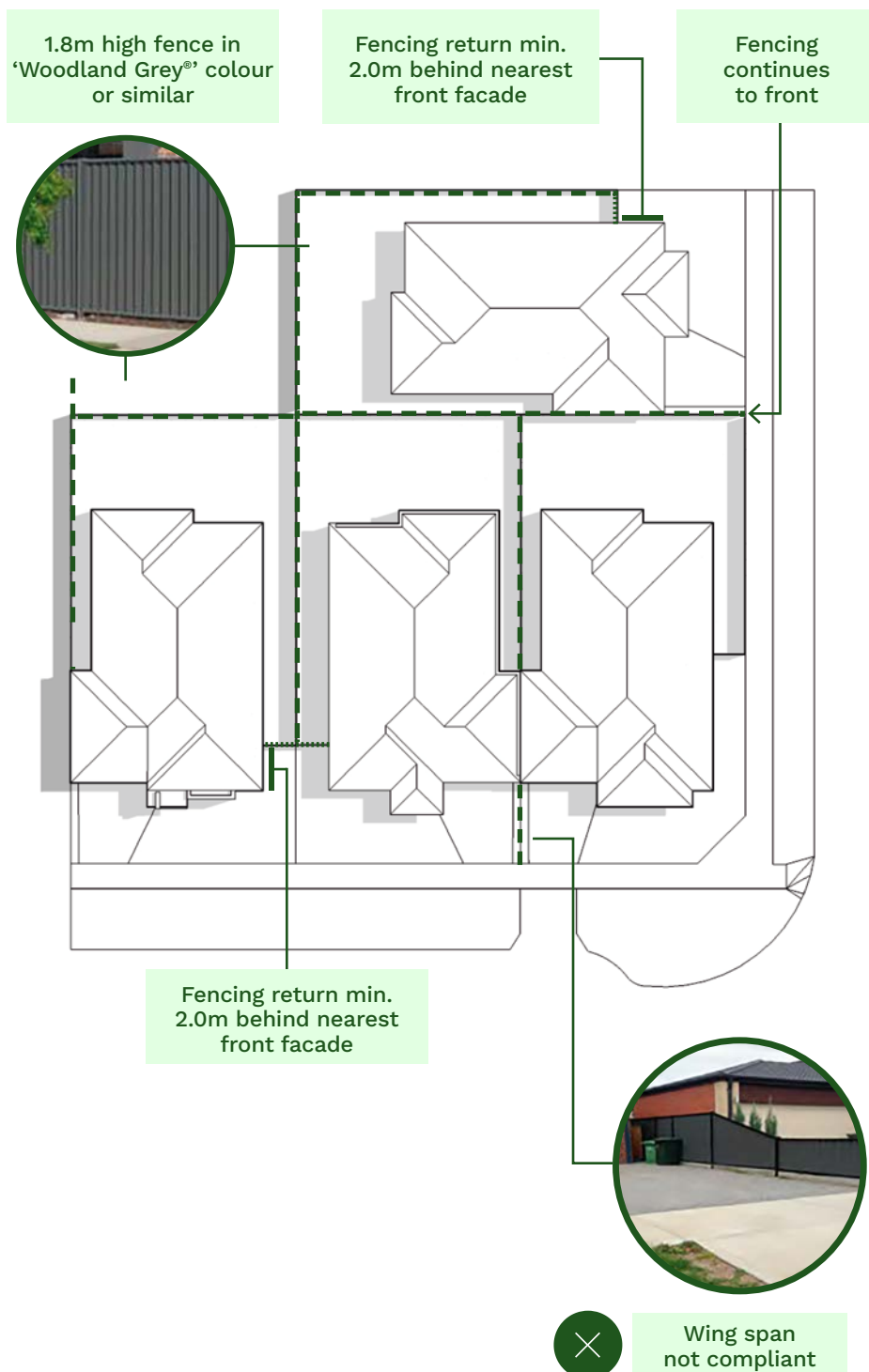
5. Fencing and boundaries



5.3 Mandatory side and rear fencing

The following fencing standard is required:

- Be constructed of 1.8m high pre-coated metal sheeting panels (eg. Colorbond®) in 'Woodland Grey®' colour or coloured to match
- Acceptable fencing profiles include Lysaght's Neetascreen or Stratco's Superdek ranges, or similar profiles approved in writing by Stockland's Design Team
- Be returned at 90 degrees to the home, to connect with the side of the home or garage wall at least 2.0m behind the nearest front facade
- Continue to the front of the lot if a side boundary forms the rear boundary of an adjoining lot unless otherwise specified.



5. Fencing and boundaries

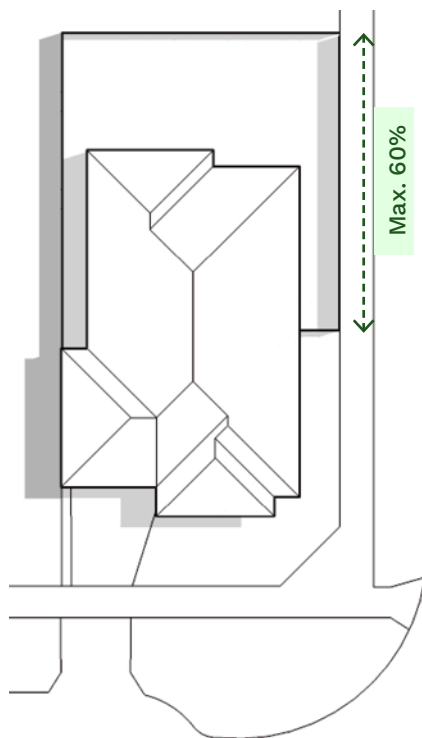


5.4 Mandatory side street fencing to corner and rear access lots

The following fencing standard is required

- Be constructed of 1.8m high pre-coated metal sheeting panels (eg. Colorbond®) in 'Woodland Grey®' colour or coloured to match
- 100 x 100mm expressed posts, capping and 150mm plinth detail in black
- Acceptable fencing profiles include Lysaght's Neetascreen or Stratco's Superdek ranges or similar profiles approved in writing by Stockland's Design Team
- Not exceed 60% of the length of the side boundary taken from the rear boundary
- Option to have stepped fence with landscaping up to a maximum of 4m from the nearest front corner building line
- On sloping sites fences should be stepped
- All fencing shall be set true and plumb

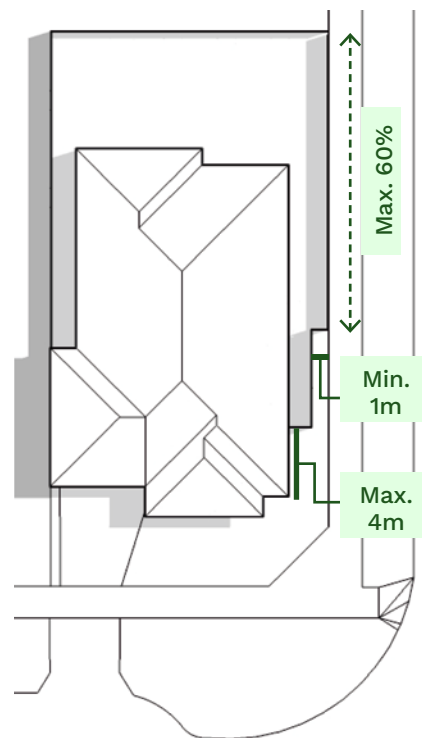
Fences on corner lots must not extend beyond the point indicated on the relevant council approved building envelope plan contained in your MCP.



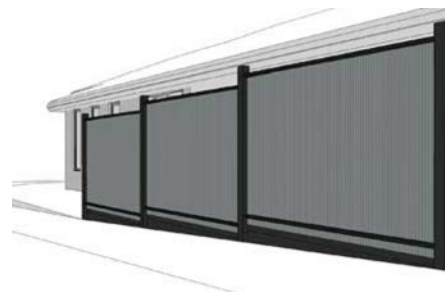
Side street fencing max. 60% of length of side boundary



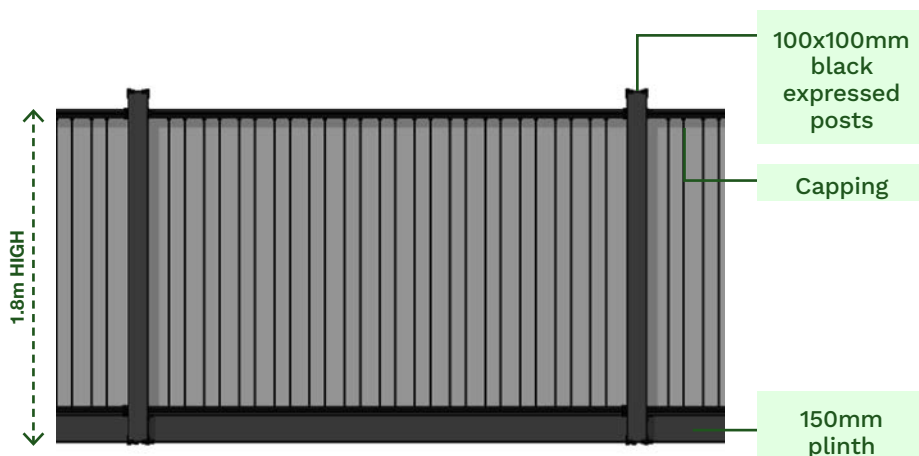
✓ Corner Lot - Side Street Fencing



Option side street stepped fencing with landscaping



✓ Sloping Site - Stepped Fence



Fence detail



6. External elements

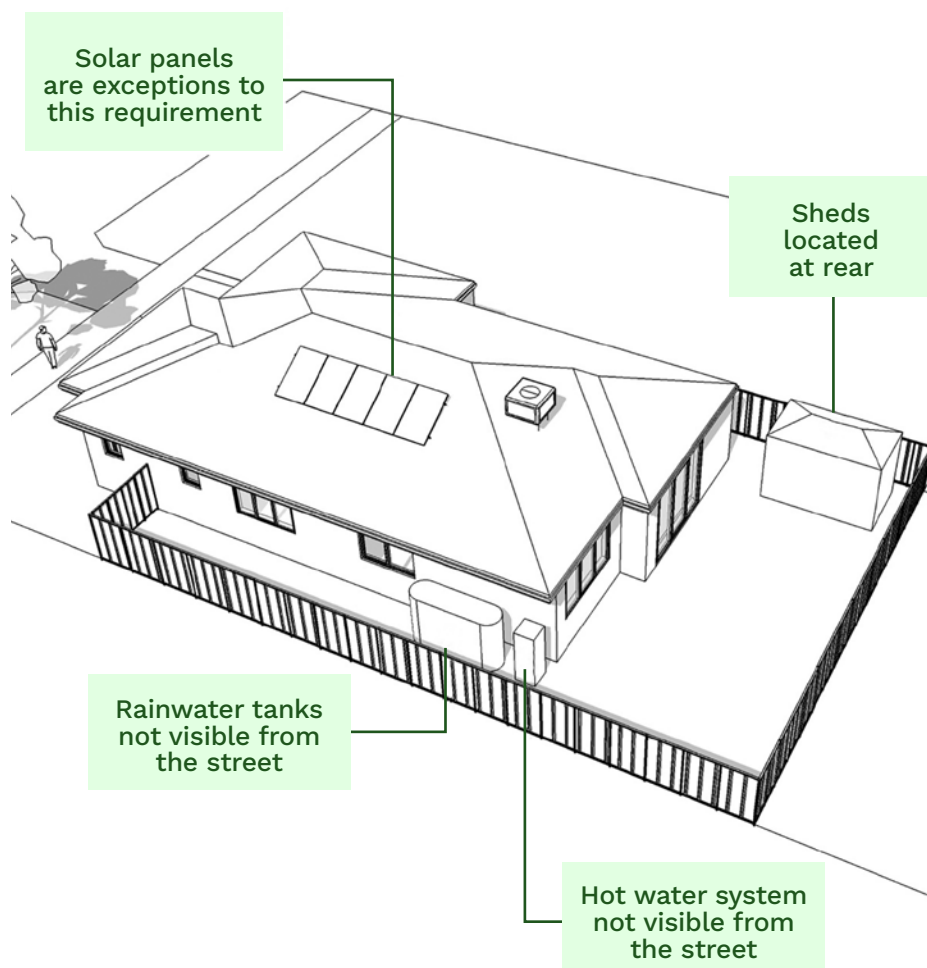
6.1 General requirements

Any additions, fixtures, equipment, sheds, outbuildings or pergolas must be located to the rear of your home out of sight from your street or any public reserve.

This includes (but is not limited to) satellite dishes, external hot water services, solar hot water systems with roof-mounted tanks, water tanks, spa pumps, heating and cooling units, rubbish disposal containers, rainwater tanks, washing lines and solar pool heating coils.

Solar panels for heating water or generating energy are exceptions to this requirement.

North-facing solar panels should follow the roof pitch to minimise visibility from the street.

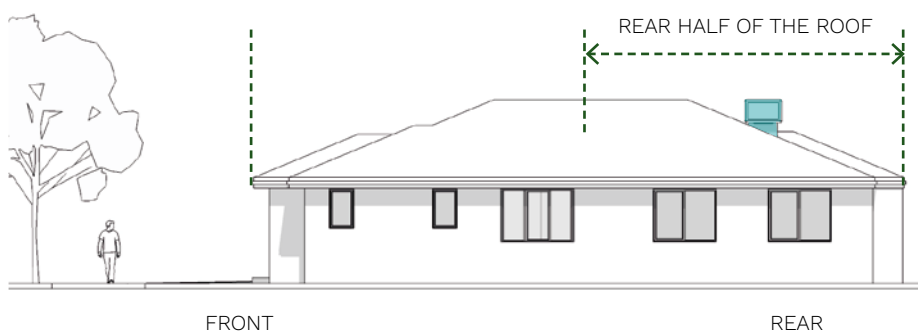


6. External elements



6.2 Evaporative cooler units

Evaporative cooler units must be the low profile “contour” type and the same colour as your roof. The units must be located at the rear half of the roof, and located so that they are generally not visible from the street or any public reserves.



Evaporative cooler units must be located at the rear half of the roof

6.3 Exposed plumbing

Exposed plumbing must not be visible from the front or side street or neighbouring public reserves.

This excludes gutters and downpipes.

6.4 Sheds, outbuildings, pergolas

Any shed, outbuilding or pergola that is:

- Greater than 10m²;
- Set forward of your home's primary and/or secondary elevation;
- Visible from the public realm;
- and more than 3m in height above natural ground level; must complement the finish of your home and be approved by Stockland.

6.5 Letterboxes

Letterboxes must be located at the front of the property, positioned on the boundary next to the driveway.



✗ Non-compliant evaporative cooler unit located at side of roof and above roof ridgeline



✗ Non-compliant evaporative cooler unit located at front of roof and above roof ridgeline



7. Environmental sustainability

Homes should be developed with a focus on reducing energy, waste and water needs and usage for homeowners. Design Guidelines should include the following energy efficiency, building orientation and solar access requirements.

7.1 Energy efficiency and lighting

All dwellings are encouraged to be designed and built to achieve a 10-20% reduction in greenhouse gas emissions in line with the relevant government regulations.

It is encouraged that all internal light fittings such as down lights, pendants, wall mounts etc allow for compact fluorescents or LED.

External light fittings must not result in excessive light spill.

LED



7.2 Passive design

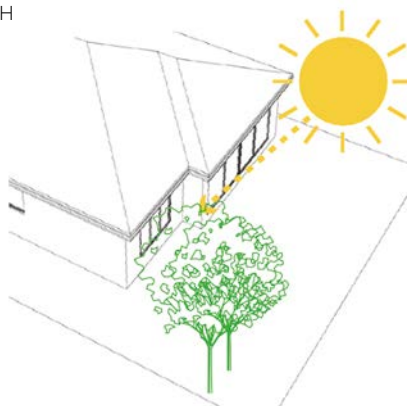
Locate living spaces to the north of the dwelling to facilitate solar access in winter months.

Where possible, provide adequate shading such as retractable shading devices, trees, tinted glass etc. to prevent summer solar access.

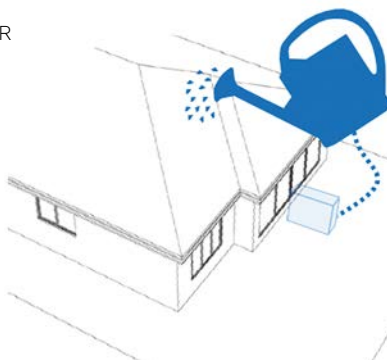
Where possible, locate private open space on the north side of the allotment and avoid being located along a primary frontage.

If possible, zone dwelling layout to enable main living areas to be separately heated and cooled.

NORTH



WATER



Reducing energy, waste and water needs and usage, increasing comfort and reducing running costs for homeowners.



8. Cool roofs at Grandview

A roof designed to provide and maintain high solar reflectance.

8.1 What is a cool roof?

A cool roof is one that has been designed to reflect more sunlight and absorb less heat than a standard roof. Nearly any type of building can benefit from a cool roof.

When implemented at scale, cool roofs can counter the urban heat island effect, caused by the heat absorbing materials in the built environment.

By reflecting incoming solar radiation, cool roofs can reduce temperatures inside buildings and mitigate cooling demand for an entire city.

8.2 Benefits of cool roofs

A cool roof can benefit a building and its occupants by:

- Reducing energy bills by decreasing air conditioning needs.
- Improving indoor comfort for spaces that are not air conditioned, such as garages or covered patios.
- Decreasing roof temperature, which may extend roof service life.
- Increasing its ecological sustainability factor, or making your building 'greener'.
- Mitigating your community's Urban Heat Island Effect.

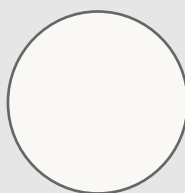
8.3 Types of cool roofs

Stockland recommends the use of roofing with a solar absorptance rating of less than 0.5 to maximise the benefits.

A list of recommended options is provided at right (or can be colour matched).



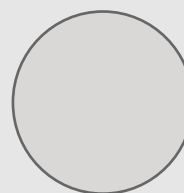
Colorbond®



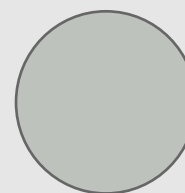
Dover White®



Surfmist®



Southerly®



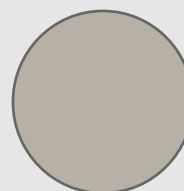
Shale Grey™



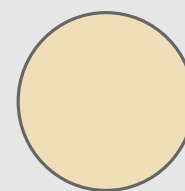
Paperbark®



Evening Haze®



Dune®



Classic Cream™

Alternatively, if you prefer a traditional roof tile, we recommend using similar colours to the Colorbond colour examples as displayed above.

A photograph of a young couple embracing. The woman is in the foreground, smiling and holding a set of keys with a red ring and a white house-shaped tag. The man is behind her, also smiling. They are both wearing casual clothing. The background is softly blurred, suggesting an indoor setting with natural light.

Design approval checklist

Design approval checklist



Site plan

1:200 or 1:100 scale

- ☐ Existing and proposed contours
- ☐ Proposed floor levels
- ☐ All setback dimensions to boundaries
- ☐ Fencing (including dimensions of fence return setbacks, stepped fencing, side street boundary fencing, etc.)

Floor plan

1:100 scale

- ☐ Internal layout
- ☐ Dwelling areas
- ☐ Dimensions (including setbacks, articulation, porch, etc.)
- ☐ Ancillary fixtures and equipment (eg. rainwater tanks, hot water systems, etc.)
- ☐ Sheds, outbuildings, pergolas, etc.

All elevations

1:100 scale

- ☐ External materials and colours
- ☐ Proposed floor levels and building heights from natural ground level
- ☐ Eave dimensions
- ☐ Roof pitch
- ☐ Sheds, outbuildings, pergolas, etc.

Sections

1:100 or 1:50 scale

- ☐ Built form and natural ground level
- ☐ Site cut/fill
- ☐ Ceiling heights
- ☐ Retaining walls

External materials & colours schedule

- ☐ Wall cladding material and colour
- ☐ Roof material and colour
- ☐ Gutters, fascias, downpipes colour
- ☐ Window and door frames colour
- ☐ Decks, verandahs, etc.
- ☐ Fencing material and colour
- ☐ Driveway material and colour

Landscape plan

1:100 scale

- ☐ Plant list, including species and sizes
- ☐ Front fencing details, material and colour
- ☐ Driveway material and colour
- ☐ Paving or hardscape material and colour
- ☐ Retaining walls

Grandview Sales & Information Centre

317 Greigs Road, Truganina

P: 13 52 63

stockland.com.au/grandview

stockland.com.au

Stockland Development Pty Ltd

Level 36, South Tower, Rialto,

525 Collins Street,

Melbourne Vic 3000

P: 03 9095 5000

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Scan for website

All details, images, and statements are based on the intention of, and information available to, Stockland as at the date of publication February 2024 and may change due to future circumstances. All images and photographs are conceptual and indicative only. An approval issued by Stockland under these Design Essentials is not an approval or certification from the local council, from an accredited certification authority or under the requirements of any legislation. Any building plans submitted to Stockland are not checked by Stockland for compliance with structural, health or planning requirements, or for the suitability of the building for your intended use. Stockland reserves the right to approve designs and works which do not comply with these Design Essentials where considered to be of merit, and to vary, relax or waive any of the requirements in this document, at its absolute discretion. If Stockland exercises any of these rights, this will not set a precedent or imply that the same or similar approval will be repeated by Stockland in the future.

ANNEXURE D – Re-sale Deed

Re-sale Deed made at on 20

In favour of: The company referred to in Item 1 of Schedule 1 (**Stockland**)

By: The person(s) referred to in Item 2 of Schedule 1 (**New Purchaser**)

Recitals

- A. The New Purchaser has agreed to purchase the Property.
- B. Under the Original Contract, the Original Purchaser agreed not to sell, transfer or otherwise dispose of the Property without the New Purchaser entering into this Deed.
- C. If the New Purchaser is a company, the Guarantor guarantees the obligation of the New Purchaser under this Deed.

This deed poll provides

1. Definitions

In this Deed:

Authority means any government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the Property.

Claim means any claim, demand or cause of action (whether based in contract, equity, tort or statute), loss, liability, cost, compensation, damage or expense.

Completion means the completion of the Original Contract.

Construction Commencement Date means the date in Item 8 of Schedule 1.

Construction Completion Date means the date in Item 9 of Schedule 1.

Continuing Obligations means each of the obligations under the Original Contract applicable to the New Purchaser as set out in Schedule 2 and Annexure B (if any).

Council means Wyndham City Council.

Deed means this deed poll and its annexures.

Design Essentials means the design essentials or guidelines (including any addendums) which relate to the Land attached to this Deed as Annexure A.

Development Activities means:

- (a) any works by Stockland or intended to be carried out by Stockland to develop the Estate including:
 - (i) any works to subdivide land forming part of the Estate;
 - (ii) any demolition or construction works including works ancillary to or associated with those works;
 - (iii) any works to install infrastructure including services in the Estate;

- (iv) any landscaping works including works ancillary to or associated with the landscaping works;
 - (v) any other works to develop the Estate, which are considered necessary or desirable by Stockland; and
- (b) any works by purchasers of land or other third parties within the Estate.

Estate means the larger residential community identified as such in item 6 of Schedule 1 of which the Land and the Property form part.

Guarantor means each person named in Item 3 of Schedule 1.

Land means the land described in Item 5 of Schedule 1 which was subdivided to create the Property.

Landscaping means landscaping the areas of the Property surrounding the dwelling house in accordance with the Design Essentials.

Network Infrastructure means the physical infrastructure which will support the national broadband fibre optic network or the fibre optic network provided by Opticomm.

New Purchaser's Plans and Specifications means the New Purchaser's plans and specifications for any dwelling or structure (including any associated works) to be constructed on the Property by the New Purchaser.

Object means make or assert a claim, demand or cause of action (whether based in contract, equity, tort or statute).

Original Contract means the contract between
(as vendor), Stockland (as project manager) and the Original Purchaser (as purchaser) for the Property.

Original Purchaser means each person described in Item 6 of Schedule 1.

Property means the property described in Item 4 of Schedule 1.

Retaining Structures means any retaining wall (including associated footing systems), batters, benching, steps or other retaining structures and associated works such as drainage constructed or to be constructed by Stockland on or adjacent to the Land and/or the Property.

Selling and Leasing Activities comprises any activity connected with or relating to the marketing, selling or leasing of any part of the Estate and includes:

- (a) the placement and maintenance within the Estate (but not on the Property after Completion) of:
 - (i) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia; and
 - (ii) stalls or associated facilities for the use of salespersons;
- (b) any event or function held within the Estate (but not on the Property after Completion); and
- (c) the use of homes by either Stockland or builders as display or demonstration homes, located either within a display village or in any other part of the Estate.

2. Continuing Obligations

Without limiting the other obligations in this Deed, the New Purchaser agrees to be bound by the Continuing Obligations and acknowledges that Stockland may:

- (a) exercise any rights in relation to the Design Essentials or the Continuing Obligations against the New Purchaser; and
- (b) take any action against the New Purchaser in respect of a breach of the Design Essentials or the Continuing Obligations,

as if the New Purchaser was the Original Purchaser under the Original Contract.

3. Development of Estate

3.1 Development of Estate

The New Purchaser acknowledges that:

- (a) the Property forms part of the Estate, which will be progressively developed in stages over time;
- (b) the Estate may not be completely developed by Completion;
- (c) the timing for commencement and completion of each stage of the development of the Estate will be determined by Stockland in Stockland's absolute discretion;
- (d) parts of the Estate may be consolidated, subdivided, dedicated or remain undeveloped or sold by Stockland in Stockland's absolute discretion and Stockland makes no warranty or representation as to what use any part of the Estate may be put;
- (e) Stockland may review at any time the proposed development of the Estate including:
 - (i) the configuration, size, nature and use of the lots or proposed lots within the Estate; and
 - (ii) the name of roads and parks within the Estate shown on any plan or document,and any document showing the proposed development of the Estate may be modified as a result of such review; and
- (f) without limiting clause 3.1(e), Stockland makes no warranty or representation as to:
 - (iii) whether the Estate will or will not include playgrounds, parklands, lakes or water courses, sports grounds, retail or commercial developments, child care centres, schools, community facilities, cycling facilities or public open spaces; or
 - (iv) the nature or density of any development within the Estate, or within any stage of the Estate, including whether any stage will comprise commercial or residential development and, if residential, whether that development will comprise low density dwellings, medium density dwellings, high density dwellings, townhouses, multiple dwelling lots, duplexes, villas or retirement dwellings.

3.2 Development Activities

As a result of the matters outlined in clause 3.1, the Property, the New Purchaser and occupiers of the Property may be affected by the Development Activities. The Development Activities may result in any of the following (without limitation):

- (a) noise, dust, vibration and disturbance to the occupiers of the Property within the lawful requirements of any relevant Authority and during any hours permitted by any relevant Authority;
- (b) temporary obstruction or interference with any services to the Property;
- (c) access to the Property being temporarily diverted during the course of the Development Activities;
- (d) construction traffic adjacent to or passing by the Property;
- (e) construction waste being located near or in close proximity to the Property;
- (f) damage to driveways, landscaping or footpaths within the Estate;
- (g) building materials, vehicles, equipment or fill being stored on adjacent land or roads within the Estate; or
- (h) other disruptions, disturbances or inconveniences associated with the Development Activities.

3.3 Roads

Stockland discloses that:

- (a) Stockland intends to dedicate roads within the Estate to the Council in stages;
- (b) roads within the Estate may be closed or gated and access restricted (but not to the property) whilst Stockland undertakes the Development Activities;
- (c) use of the roads within the Estate will be shared with construction traffic whilst Stockland undertakes the Development Activities;
- (d) Stockland may not complete the final seal of roads within the Estate until completion of the Development Activities; and
- (e) the configuration of roads within the Estate have not been finalised and Stockland may vary the location of roads or the manner of managing traffic on them.

3.4 Selling and Leasing Activities

Until Stockland completes the sale of all proposed residential and other lots within the Estate, Stockland and persons authorised by Stockland are entitled to and will conduct the Selling and Leasing Activities.

3.5 No objection by New Purchaser

The New Purchaser must not:

- (a) Object in respect of the matters dealt with in this clause 3; or
- (b) make any Claim or seek to enforce any judgment or order against Stockland or other party carrying out the Development Activities unless the Development Activities are not being carried out in accordance with the relevant consent, Authority approvals or lawful requirements.

4. Deed of covenant from transferee

- (a) The New Purchaser must not sell, transfer or otherwise dispose of its interest in the Property prior to completion of construction of a dwelling house on the Land in accordance with this Deed without first delivering to Stockland a deed of covenant on substantially the same terms as this Deed signed by the new purchaser, transferee or

disponee (**Incoming Purchaser**) in favour of Stockland agreeing to be bound by the covenants and other obligations of the New Purchaser under this Deed, as if the Incoming Purchaser were named in this Deed.

- (b) Where the Incoming Purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange), the New Purchaser must procure that all of the directors of the Incoming Purchaser sign the deed of covenant as guarantors.

5. Indemnity

- (a) The New Purchaser indemnifies Stockland against any Claim suffered or incurred by Stockland arising from a failure by the New Purchaser to comply with its obligations under this Deed.
- (b) The indemnity in clause 5(a) is a continuing obligation, separate and independent from the other obligations of the parties.
- (c) It is not necessary for Stockland to incur expense or make payment before enforcing its right of indemnity conferred by clause 5(a).

6. Caveat

- (a) The New Purchaser grants Stockland a charge over the Property to secure its obligations under this Deed.
- (b) The New Purchaser agrees that Stockland may lodge a caveat on the title to the Property to give notice of its interest in the Property pursuant to the charge and the New Purchaser must provide any consent required by Stockland to enable registration of the caveat.

7. Guarantee

- (a) The Guarantor guarantees to Stockland the performance of all obligations and payment of all monies by the New Purchaser under this Deed.
- (b) The Guarantor's liability under clause 7(a) will not be affected:
 - (i) if Stockland allows any concession to the New Purchaser;
 - (ii) if Stockland does not sue the New Purchaser;
 - (iii) if Stockland terminates or exercises any other rights under this Deed;
 - (iv) if the New Purchaser dies or becomes insolvent; and
 - (v) if there is more than one Guarantor, if any other of them has not signed this Deed.
- (c) The liability of the Guarantor will continue until the New Purchaser has performed all the obligations under this Deed.
- (d) If Stockland assigns its interests in this Deed, Stockland may also assign the benefit of the Guarantor's obligations under this clause.

8. Electronic copy

This Deed is binding on the New Purchaser and the Guarantor who have signed this Deed where a copy of this Deed as executed by them is provided or forwarded to Stockland, including by electronic copy.

9. Severability

Without limiting any other provision or obligation of this Deed, if any term, requirement, covenant or condition in the Design Essentials, the Continuing Obligations or this Deed (or any part of them) is invalid or unenforceable for any reason the remaining terms, requirements, covenants and conditions will continue to apply and will be valid and enforceable to the fullest extent permitted by law.

Schedule 1 (Re-sale Deed)

Item 1	Stockland:	Name: Stockland Development Pty Limited ACN 000 064 835 Address:
Item 2	New Purchaser:	Name: Address: Telephone No: Email:
Item 3	Guarantor:	Name: Address: Telephone No: Email:
Item 4	Property:	Address: Real property description:
Item 5	Land:	Real property description: Lot on PS [insert] being part of the land described in certificates of title volume [insert]
Item 6	Original Purchaser:	Name: Address: Telephone No: Email:
Item 7:	Estate	The larger residential community or project known as Mt Atkinson.
Item 8:	Construction Commencement Date:	The construction commencement date under the Original Contract
Item 9:	Construction Completion Date:	The construction completion date under the Original Contract

Schedule 2 (Re-sale Deed) – Continuing Obligations

1. Design Essentials and use

1.1 Design Essentials

- (a) The New Purchaser acknowledges the Property forms part of the Estate.
- (b) The New Purchaser agrees to be bound by the Design Essentials which are current at the time its builder prepares the New Purchaser's Plans and Specifications, and the Continuing Obligations, as if they were repeated in this Deed in full.
- (c) Stockland has no obligation to enforce and may vary, relax or waive any of the requirements under the Design Essentials and the Continuing Obligations in relation to other land sold by Stockland. The New Purchaser acknowledges Stockland's rights under this Deed and must not Object.
- (d) The Design Essentials and the Continuing Obligations will remain in force until the later of:
 - (i) the date that is 36 months from Completion; and
 - (ii) the date of completion of the sale of the last lot in the Estate owned by Stockland (as determined by Stockland).
- (e) The expiry of the Design Essentials or the Continuing Obligations does not affect any breach of the Design Essentials or the Continuing Obligations at the expiry date.
- (f) To the extent there is any inconsistency between the Design Essentials, the Original Contract and this Deed, then the Design Essentials prevail.
- (g) If the New Purchaser submits the New Purchaser's Plans and Specifications to Stockland for its review and approval, the New Purchaser acknowledges and agrees that:
 - (i) Stockland is only reviewing the New Purchaser's Plans and Specifications for the purpose of checking the New Purchaser's compliance with the Design Essentials and for no other purpose; and
 - (ii) if Stockland gives its approval to the New Purchaser's Plans and Specifications or provides any assistance or information to the New Purchaser in relation to the New Purchaser's Plans and Specifications, then such approval, assistance or information provided by Stockland will not constitute any representation or warranty by Stockland or any of its representatives in relation to the adequacy, suitability or fitness of the New Purchaser's Plans and Specifications for any purpose (including for Council approval or Authority approval purposes).

1.2 Construction of a dwelling house and Landscaping

- (a) The New Purchaser acknowledges that it must:
 - (i) obtain all necessary Authority approvals for the construction of a dwelling house on the Property;
 - (ii) substantially commence the construction of a dwelling house on the Property in accordance with the Design Essentials on or before the Construction Commencement Date;
 - (iii) following substantial commencement of construction, continually progress construction of the dwelling house in a timely manner;

- (iv) ensure the Property is kept clean, presentable and safe at all times until construction is completed;
 - (v) complete construction of the dwelling house and the Landscaping on or before the Construction Completion Date.
- (b) For the purposes of clause 1.2(a):
- (i) **substantially commence** means erection of the footings and slab; and
 - (ii) **complete** and **completion** means issue of an occupancy permit in respect of the dwelling house.

1.3 National broadband network

- (a) Stockland does not warrant that Network Infrastructure will be available to the Property at Completion.
- (b) If the Property is located adjacent to infrastructure which will allow physical connection to the national broadband fibre optic network or a fibre optic network provided by Opticomm:
 - (i) the New Purchaser must (at the New Purchaser's cost) adopt and ensure compliance with the fibre optic network providers' specifications and appropriate building wiring specifications when constructing a dwelling house on the Property; and
 - (ii) the New Purchaser acknowledges that:
 - A. Stockland has not made any representations or given any warranties about the cost of compliance with the fibre optic network providers' specifications and appropriate building wiring specifications;
 - B. the New Purchaser must make its own enquiries about fibre optic network providers' specifications and appropriate building wire specifications;
 - C. the fibre optic network providers' specifications must be complied with to enable the Property to be connected to the Network Infrastructure; and
 - D. failure to comply with the fibre optic network providers' specifications will either:
 - 1) prevent connection to the Network Infrastructure; or
 - 2) require the New Purchaser to incur additional costs in order to connect to the Network Infrastructure.

1.4 Dividing fences

Stockland is not required to contribute to the cost of building, repairing or replacing any dividing fence between the Land and any adjoining land and the New Purchaser waives any right to claim contribution from Stockland.

1.5 New Purchaser to maintain Property after Completion

- (a) After completion the New Purchaser must:

- (i) not and must ensure that any appointed builder or other agent of the New Purchaser does not store or dump any materials or waste on any land outside of the Property;
 - (ii) secure temporary fencing around the Property to ensure that no dumping of rubbish, refuse or rubble occurs on the Property;
 - (iii) keep the Property in a clean and tidy state and condition including arranging regular mowing of lawns and regular collection and removal of rubbish, refuse and rubble from the Property; and
 - (iv) ensure that no building materials or other goods associated with building activities on the Property are stored on any nature strip or street adjoining the Property.
- (b) If the New Purchaser fails to comply with any of its obligations under clause 1.5(a) Stockland may, at the Purchaser's cost, take such action as Stockland considers is reasonably necessary to remedy the non-compliance and the costs incurred by Stockland will comprise a debt owed by the Purchaser to Stockland. The Purchaser grants Stockland (including any employees, officers, contractors and consultants of Stockland) a licence to access the Property from the date of this Deed for the purposes of Stockland exercising its rights under this clause.

2. Retaining Structures

2.1 Application of clause

This clause 2 applies if the Retaining Structures have been constructed on the Property or the Land (whether wholly or partially) by or on behalf of Stockland as at the date of this Deed.

2.2 New Purchaser's obligations

The New Purchaser must:

- (a) consult a qualified engineer regarding appropriate offsets and suitable footing systems for any dwelling or structure (including any associated works) to be constructed adjacent to or near any Retaining Structures before commencing construction of the dwelling or structure (including any associated works) on the Land;
- (b) not do anything or cause anything to be done to affect the structural integrity of the Retaining Structures;
- (c) not remove, replace or alter the Retaining Structures;
- (d) keep and maintain the Retaining Structures on the Property in a sound structural condition; and
- (e) repair any damage to the Retaining Structures including any damage to drains or disturbance to backfill caused by the construction of:
 - (i) any dwelling or structure (including any associated works) adjacent to or near the Retaining Structures; or
 - (ii) any fence above, adjacent to or near the Retaining Structures.

2.3 No objection by New Purchaser

Subject to any rights of the New Purchaser under any relevant legislation which cannot be excluded, the New Purchaser must not Object to the Retaining Structures or in respect of any other matter dealt with in this clause 2.

2.4 Indemnity

The New Purchaser is liable for and indemnifies Stockland on demand against all Claims arising from or in connection with:

- (a) any damage to the Retaining Structures caused or contributed to by any act, omission, negligence or default of the New Purchaser, the New Purchaser's contractors or any other person acting on the New Purchaser's behalf;
- (b) any damage to the New Purchaser's dwellings or structures constructed on the Property adjacent to or near the Retaining Structures;
- (c) any damage to dwellings or structures constructed on land adjoining or surrounding the Property caused or contributed to by any act, omission, negligence or default of the New Purchaser, the New Purchaser's contractors or any other person acting on the New Purchaser's behalf; or
- (d) any failure by the New Purchaser to comply with its obligations under clause 2.2.

Annexure A (Re-sale Deed) – Design Essentials

Annexure B (Re-sale Deed) – Additional Continuing Obligations

Signing page – Re-sale Deed

Executed as a deed poll.

Individual Purchaser signature:

Signed sealed and delivered by the New Purchaser in the presence of:

Signature

Signature of Witness

Name of Witness in full

Company Purchaser signature:

Executed by the New Purchaser in accordance with section 127 of the Corporations Act by or in the presence of:

Signature of Secretary/other Director

Signature of Director or sole Director and sole Secretary

Name of Secretary/other Director in full

Name of Director or sole Director and sole Secretary in full

Guarantor signature:

Signed sealed and delivered by the **Guarantor**
in the presence of:

Signature

Signature of Witness

Name of Witness in full

ANNEXURE E - Guarantee and Indemnity

1. Definitions and interpretation

- (a) In this guarantee and indemnity:

Contract means the contract for sale of the Property to which this guarantee and indemnity is annexed between the Vendor, Project Manager and the Purchaser.

Guaranteed Money means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the Purchaser to the Vendor and Project Manager in connection with the Contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.

Guaranteed Obligations means all express or implied obligations of the Purchaser to the Vendor and Project Manager in connection with the Contract or any transaction contemplated by it.

Guarantor means the director or directors of the Purchaser named on the execution page of the Contract for the Guarantor.

Project Manager means the project manager named in the Particulars of Sale of the Contract.

Purchaser means the purchaser named in the Particulars of Sale of the Contract.

Vendor means the vendor named in the Particulars of Sale of the Contract.

- (b) Definitions and rules of interpretation that apply in the Contract also apply in this guarantee and indemnity unless the context requires otherwise.

2. Provision of guarantee

- (a) The Guarantor gives this guarantee and indemnity in consideration of the Vendor and Project Manager agreeing to enter into the Contract at the request of the Guarantor.
- (b) The Guarantor acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Vendor and Project Manager including the agreement of the Vendor and Project Manager to enter into the Contract.

3. Guarantee unconditional

The Guarantor unconditionally and irrevocably guarantees payment to the Vendor and Project Manager of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the Guaranteed Obligations.

4. Guaranteed Money

If the Purchaser does not pay the Guaranteed Money on time and in accordance with the terms of the Contract or any other document under which they are to be paid, then the Guarantor agrees to pay the Guaranteed Money to the Vendor and Project Manager on demand from the Vendor and Project Manager (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

5. Guaranteed Obligations

If the Purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the Contract or any other document under which they are to be performed, then the Guarantor agrees to perform the Guaranteed Obligations on demand from the Vendor and Project Manager (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

6. Indemnity

As a separate undertaking, the Guarantor is liable for and indemnifies the Vendor and Project Manager on demand against:

- (a) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guaranteed Money not being recoverable from the Guarantor or from the Purchaser because of any circumstance whatsoever; and
- (b) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guarantee Obligations not being duly and punctually performed because of any circumstance whatsoever.

7. Continuing obligation

This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the Vendor and Project Manager to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.

8. Liability

The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor, principal obligor or indemnifier and the rights of the Vendor and Project Manager under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including one or more of the following:

- (a) the Vendor, Project Manager or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser;
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor or Project Manager; or
- (c) any variation or novation of a right of the Vendor or Project Manager, or alteration of the Contract or a document, in respect of the Purchaser.

9. No claims by Guarantor

As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the Guarantor may not, without the consent of the Vendor and Project Manager:

- (a) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the Purchaser, the Property or any other property of the Purchaser; or
- (b) prove in competition with the Vendor and Project Manager if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.

10. Representations and warranties

The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

11. General

11.1 Costs

The Guarantor agrees to pay or reimburse the Project Manager on demand for the Project Manager's costs in making, enforcing and doing anything in connection with this guarantee and indemnity including legal costs on whichever is the higher of a full indemnity basis or solicitor and own client basis. Money paid to the Project Manager by the Guarantor must be applied first against payment of costs under this clause, then against other obligations under this guarantee and indemnity.

11.2 Vendor and Project Manager may assign

The Vendor and Project Manager may assign or otherwise deal with its rights under this guarantee and indemnity.

11.3 Joint and several

Every covenant, acknowledgment or provision expressed or implied in this guarantee and indemnity by which more than one person covenant, acknowledge, agree or undertake bind those persons jointly and each of them severally and every covenant, acknowledgment, agreement or provision expressed or implied in this guarantee and indemnity which applies to more than one person apply to those persons jointly and each of them severally.

Signed sealed and delivered by the
Guarantor in the presence of:

Signature

Signature of Witness

Name:

Secretary/Director

Name of Witness in full

Signed sealed and delivered by the
Guarantor in the presence of:

Signature

Signature of Witness

Name:

Secretary/Director

Name of Witness in full

ANNEXURE F – Not used

ANNEXURE G – Nomination Notice

Vendor: [insert]

Level 7, 452 Flinders Street, Melbourne, Victoria 3000

Project Manager: Stockland Development Pty Limited ACN 000 064 835

Level 7, 452 Flinders Street, Melbourne, Victoria 3000

Purchaser: Name: _____

Address: _____

Nominee: Name: _____

Address: _____

Telephone: _____

Email: _____

Lot: Lot _____ on Plan of Subdivision No. PS. _____,

being part of the land described in certificate of title volume [] folio []
and includes all improvements and fixtures

1. In accordance with the Contract for Sale of the Lot dated _____
(**Contract**) to which the Vendor, Project Manager and Purchaser are parties, the Purchaser nominates the Nominee as substitute purchaser to take a transfer of the Lot. The Contract continues with full force and effect despite the nomination.
2. The Purchaser and the Nominee acknowledge and agree that they are jointly and severally liable for the due performance of the obligations of the Purchaser under the Contract and payment of any costs, expenses or fees in connection with this nomination (including any stamp duty).
3. The Purchaser represents and warrants to the Vendor and Project Manager that it is not in default under the Contract.
4. The provisions of special condition 25 (personal information) of the Contract are repeated in this notice in full and references to the "Purchaser" are replaced with references to the "Nominee".
5. The Nominee's legal practitioner or conveyancer is:

Name of Nominee legal practitioner or conveyancer:

Contact person:

Address:

Telephone number:

Fax number:

Email:

20____.

Executed by the Nominee (individual):

Signed sealed and delivered by

in the presence of:

Signature of witness

Signature of the Nominee

Name of witness (BLOCK LETTERS)

Address of witness

Executed by the Nominee (corporation):

in accordance with section 127 of the
Corporations Act 2001 (Cth):

Director/company secretary

Director

Name of director/company secretary
(BLOCK LETTERS)

Name of director
(BLOCK LETTERS)

ANNEXURE H – Master Plan

ANNEXURE I – Powerline Easement

Not used