

# KINGSTON<sup>®</sup> *Haven*

HAVEN RELEASE B

NEW LAND RELEASE

Banks Road, Ocean Grove

# RELEASE B

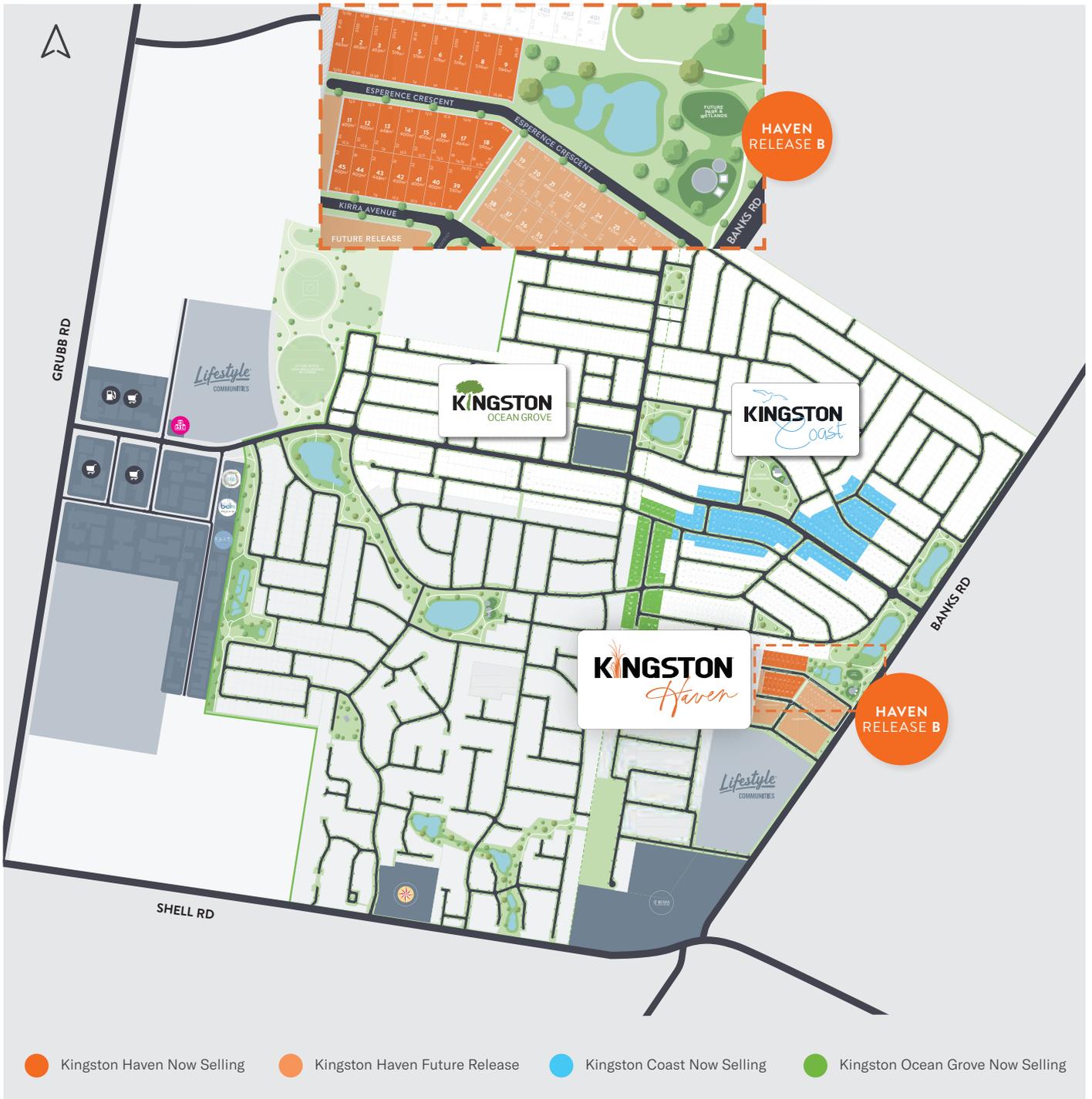


THESE PLANS ARE NOT TO SCALE. ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ACCURATELY REPRESENT PLANS, THE ILLUSTRATIONS ARE SUBJECT TO CHANGE BY THE DEVELOPER AND/OR STATUTORY AUTHORITIES. THE INFORMATION INCLUDING IMAGES AND DESCRIPTIONS CONTAINED IN THE PLANS ARE ILLUSTRATIVE OR INDICATIVE ONLY AND AS SUCH SHOULD NOT BE RELIED UPON. PLEASE REFER TO THE PLAN OF SUBDIVISION AND STATUTORY DOCUMENTS FOR FURTHER DETAILS.

# MASTERPLAN

*Haven*

NOW SELLING



For sales enquiries contact Ocean Grove Real Estate on 03 5255 0800

[OCEANGROVEREALSTATE.COM.AU](http://OCEANGROVEREALSTATE.COM.AU)

[KINGSTONOCEANGROVE.COM.AU](http://KINGSTONOCEANGROVE.COM.AU)





**Kingston Haven - Stage 1, Release  
B Pricing - 13 Feb 2026**

#Indicates corner allotments  
\*\* Indicates lots subject to fill  
^^ Unit site

\*Pricelist and availability are subject to change, please contact the agency for the most up to date information

Lot No.	Street	Size (m2)	Width	Price	Status
1	Esperence Crescent	463	12.5	\$468,500	SOLD
2	Esperence Crescent	463	12.5	\$468,500	SOLD
3	Esperence Crescent	463	12.5	\$468,500	SOLD
4	Esperence Crescent	519	14	\$518,500	Under Contract
5	Esperence Crescent	519	14	\$518,500	Under Contract
6	Esperence Crescent	519	14	\$518,500	SOLD
7	Esperence Crescent	519	14	\$518,500	SOLD
8	Esperence Crescent	574	15.5	\$567,500	SOLD
9	Esperence Crescent	594	16	\$569,500	SOLD
11	Esperence Crescent	400	12.5	\$438,500	SOLD
12	Esperence Crescent	400	12.5	\$438,500	Under Contract

ENQUIRE NOW

**03 5255 0800**

[sales@oceangroverestate.com.au](mailto:sales@oceangroverestate.com.au)

[www.oceangroverestate.com.au](http://www.oceangroverestate.com.au)





**Kingston Haven - Stage 1,  
Release B Pricing - 13 Feb 2026**

#Indicates corner allotments  
\*\* Indicates lots subject to fill  
^^ Unit site

\*Pricelist and availability are subject to change, please contact the agency for the most up to date information

Lot No.	Street	Size (m2)	Width	Price	Status
13	Esperence Crescent	448	14	\$462,500	SOLD
14	Esperence Crescent	400	12.5	\$438,500	SOLD
15	Esperence Crescent	400	12.5	\$438,500	SOLD
16	Esperence Crescent	400	12.5	\$438,500	SOLD
17	Esperence Crescent	464	14.5	\$468,500	SOLD
18	Esperence Crescent	590	16.6	\$553,500	SOLD
39	Kirra Avenue	592	11	\$565,500	Available
40	Kirra Avenue	400	12.5	\$439,500	SOLD
41	Kirra Avenue	400	12.5	\$439,500	SOLD
42	Kirra Avenue	400	12.5	\$439,500	SOLD
43	Kirra Avenue	448	14	\$462,500	SOLD

ENQUIRE NOW

**03 5255 0800**

[sales@oceangroverestate.com.au](mailto:sales@oceangroverestate.com.au)

[www.oceangroverestate.com.au](http://www.oceangroverestate.com.au)





**Kingston Haven - Stage 1, Release  
B Pricing - 13 Feb 2026**

---

#Indicates corner allotments  
\*\* Indicates lots subject to fill  
^^ Unit site

\*Pricelist and availability are subject to change, please contact the agency for the most up to date information

Lot No.	Street	Size (m2)	Width	Price	Status
44	Kirra Avenue	400	12.5	\$439,500	HOLD
45	Kirra Avenue	400	12.5	\$439,500	SOLD

---

ENQUIRE NOW

**03 5255 0800**

[sales@oceangroverestate.com.au](mailto:sales@oceangroverestate.com.au)

[www.oceangroverestate.com.au](http://www.oceangroverestate.com.au)



# WELCOME TO KINGSTON HAVEN

---

## Space to Grow, Fresh Air to Breathe

Kingston Haven is Ocean Grove's newest community, offering the perfect blend of coastal charm, family friendly-living, and everyday convenience.

With 24 lots available in Release B, this exciting new development is your opportunity to build your dream home in a peaceful, well-connected neighbourhood just minutes from the beach.

Located on Banks Road, Ocean Grove, Kingston Haven offers easy access to local schools, essential services, and recreational facilities, all while enjoying the natural beauty and tranquility of the Bellarine Peninsula.

### KEY FEATURES

- 24 Lots in Release B  
Ranging from 400sqm to 594sqm
- Park in close proximity
- Future playground and reserve with completion scheduled for Q4 2025
- Lots are Titled
- Kingston Haven is a 100% all-electric community



# OUR COMMUNITY



## A Place to Grow and Thrive

### PARKS, PLAYGROUNDS AND OPEN SPACE

Kingston Haven is designed for families to enjoy an active, connected lifestyle. Kingston Haven features a future playground and open reserve, providing a central place for the community to gather and grow. The playground—scheduled for completion in Q4 2025—will include slides, swings, monkey bars, a climbing wall and space for kids to run and play.

### COASTAL LIVING MEETS EVERYDAY CONVENIENCE

Ocean Grove offers everything you need right at your doorstep. Kingston Haven is within easy reach of:

- Local schools, making school drop-offs a breeze
- Shops and services, including supermarkets, medical centres, and specialty stores
- Cafés, restaurants, and recreational facilities for weekend fun and dining out.

Kingston Haven is just 2.5km from Ocean Groves popular surf beaches, giving you the chance to embrace the coastal lifestyle you've always wanted.

*Haven*



# OUR COMMUNITY

---



## Find the Perfect Lot for Your New Home

### LOT SIZES TO SUIT EVERY LIFESTYLE

Release B features 24 affordable and accessible lots, offering plenty of options for homebuyers. Whether you're looking for a quiet street or a park frontage lot there's something for everyone at Kingston Haven.

With titles now issued, Kingston Haven offers you the freedom to start building right away—allowing you to enjoy the benefits of living close to amenities in a peaceful, well-connected community even sooner.



# PREFERRED BUILD PARTNERS

---



metricon



## Build Your Dream Home with Exclusive Savings

At Kingston Haven, we understand that building your dream home is a personal journey. That's why we've partnered with a select group of trusted builders to offer exclusive benefits through our Preferred Build Partner Program.

While you're free to choose any builder and design that suits your needs, our Preferred Build Partners provide offers available only to Kingston Haven purchasers.

## Exclusive Offers with Preferred Build Partners

Eligible purchasers can enjoy significant savings, including:

- \$40,000 Release B Land Rebate for purchasers building with a Preferred Build Partner.
- An additional \$15,000 Promotion offer from participating builders.

Our Preferred Build Partners:

- Metricon Homes
- Simonds Homes
- Orbit Homes
- Geelong Homes

## Flexible Process with Freedom of Choice

### Step 1: Secure Your Lot

Choose from 24 lots in Release B. A \$20,000 deposit is required to secure your lot. Contact Ocean Grove Real Estate to get started on your lot selection and contract of sale.

### Step 2: Explore Your Builder Options

You have the freedom to choose any builder for your new home. Should you decide to select one of our Preferred Build Partners, you'll gain access to exclusive savings and incentives.

### Step 3: Submit Your Unconditional Build Contract

To qualify for the \$40,000 Release B Rebate, sign an unconditional build contract with a Preferred Build Partner and submit it to our legal representatives within 60 days of signing your land contract.

Further information and instructions can be provided by Ocean Grove Real Estate or the developer.

### Step 4: Rebate Applied at Settlement

Once your contract is verified, the \$40,000 rebate will be applied at settlement of your new lot, offering you substantial savings.

### Step 5: Build and Move In

With titles now issued, you can move forward with your builder and bring your future home to life sooner in Kingston Haven's growing community.

*\*TERMS AND CONDITIONS APPLY.*

# PREFERRED BUILD PARTNERS

---

## metricon

Discover the Metricon difference. With over 45 years of experience building dream homes, Metricon combines innovation and elegance to deliver designs that suit every lifestyle. Explore our stunning range of homes, each crafted with meticulous attention to detail and premium finishes. Your perfect home awaits with Metricon.

**Rob Roszbach | 0406 632 945**

**[metricon.com.au](http://metricon.com.au)**



Building your future, today. Simonds Homes brings a legacy of trust, quality, and affordability to every project. With flexible designs and exceptional craftsmanship, we help families create spaces they'll love for years to come. Experience the ease of building with Simonds.

**Bec Delaforce | 0400 486 098**

**[simonds.com.au](http://simonds.com.au)**



Geelong Homes builds quality, affordable homes designed for the local lifestyle. With a focus on craftsmanship, transparency, and personalised service, we make the building process easy and build every home like it's our own. Build local, live local with Geelong Homes.

**Chris Dooling | 0458 007 776**

**[geelonghomes.com.au](http://geelonghomes.com.au)**



Since 1979, Orbit Homes has been building premium homes for Australian families with a commitment to quality and care. Every home is crafted with the same dedication as if it were for their own family. With over 45 years of experience, Orbit Homes continues to help people turn their dream homes into reality. Experience the difference of being part of the Orbit Homes family.

**James Hill | 0458 588 078**

**[orbithomes.com.au](http://orbithomes.com.au)**

# TERMS & CONDITIONS

---

## Background

1. These terms and conditions apply to the Builder Partner Rebate Promotion (“**Promotion**”) offered by Shell Road Development Pty Ltd ACN 007 305 679 (“**Vendor**”).
2. The Promotion applies to all lots included in “Release B” at Kingston Haven, Ocean Grove, being lots Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 39, 40, 41, 42, 43, 44 and 45 on the plan of subdivision no. PS903588C (“**Eligible Lots**”) for which the purchaser enters into:
  - a. a Purchase Contract; and
  - b. an unconditional building contract with any of the following builders to construct a dwelling on the Eligible Lot:
    - i. builders trading as Metricon Homes, Simonds Homes, Orbit Homes or Geelong Homes; or
    - ii. any other builder that the vendor approves in writing from time to time, (“**Builder Partner**”),in accordance with these terms and conditions.
3. The Promotion commences at 9.00am on 12 June 2025 and ends at the earlier of:
  - a. 5.00pm on 12 June 2026; and
  - b. the time and date on which contracts have been entered into for all Eligible Lots (“**Promotion Period**”).
4. Under the Promotion, subject to the purchaser satisfying the Eligibility Requirements, the purchaser will be entitled to a rebate of \$40,000 (inclusive of GST) at settlement (“**Rebate**”) if the purchaser enters into a contract to purchase an Eligible Lot during the Promotion Period.
5. By participating in the Promotion, the purchaser agrees to be bound by these terms and conditions. Purchasers must comply with these terms and conditions to participate in the Promotion.

## Promotion Eligibility Requirements

6. A purchaser of an Eligible Lot will be entitled to the Rebate under this Promotion if:
  - a. the purchaser:
    - i. during the Promotion Period, enters into a contract with the Vendor to purchase an Eligible Lot, the contract of which will contain the special condition in Annexure 1 of these terms and conditions (“**Purchase Contract**”);
    - ii. within 60 days of the day of sale of the Purchase Contract, enters into an unconditional building contract with a Builder Partner to carry out the construction of a dwelling on the Eligible Lot (“**Building Contract**”), and provides evidence to the Vendor’s satisfaction that it has complied with this requirement including that it has paid the deposit under the Building Contract;
    - iii. has complied with all terms of the Purchase Contract; and
    - iv. effects settlement of the Purchase Contract on the due date; and
  - b. the Building Contract has not been terminated at settlement.
7. The Rebate will be adjusted in favour of the purchaser at settlement of the Purchase Contract, and results in a reduction of the balance of the purchase price payable by the purchaser at settlement. For the avoidance of doubt, the Rebate is not a payment made to the purchaser and cannot be applied to reduce the deposit payable by the purchaser or any other sum pursuant to the Purchase Contract.
8. The Purchase Contract will state that the price of the Eligible Lot is the full price, not taking into account the Rebate. For example, if the price of an Eligible Lot (not taking into account the Rebate) is \$360,000, the Purchase Contract shall provide that the price is \$360,000. If for any reason the purchaser does not qualify for the Rebate (for example, by not effecting settlement on the due date under the Purchase Contract) the purchaser will be required to pay the price in the Purchase Contract and will not receive the Rebate.
9. Only one Rebate may apply, per Eligible Lot. The Rebate does not apply per purchaser if there are multiple purchasers under a Purchase Contract.

# TERMS & CONDITIONS

---

10. If a purchaser (or, if there are multiple purchasers, any one of them) purchases more than one Eligible Lot for which the Rebate applies (whether or not it has been paid or applied with respect to that other Eligible Lot), then the purchaser shall only be entitled to the Rebate for one Eligible Lot (which will be determined by the Vendor).
11. The Rebate is personal to the purchaser, and is not transferable to a nominee or later purchaser of the Eligible Lot.

## General provisions

12. This Promotion cannot be used in conjunction with any other promotion, offer or campaign promoted by the Vendor (other than to the extent that a promotion, incentive or benefit is referred to in the Purchase Contract).
13. The sale of an Eligible Lot will be subject to the conditions of the Purchase Contract. To the extent of any inconsistency between these terms and conditions and the Purchase Contract, the terms of the Purchase Contract prevails.
14. To the full extent permissible by law, the Vendor (including the Vendor's related entities, employees, contractors, agents and servants) is not liable to any purchaser for any direct, indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with the purchaser's participation in this Promotion.
15. Failure by the Vendor to enforce any of its rights under these terms and conditions or a Purchase Contract does not constitute a waiver of those rights.
16. The Vendor reserves the right to vary the terms of, or cancel, the Promotion at any time without notice.
17. These terms and conditions are governed by the laws of Victoria.

## Privacy Collection Statement

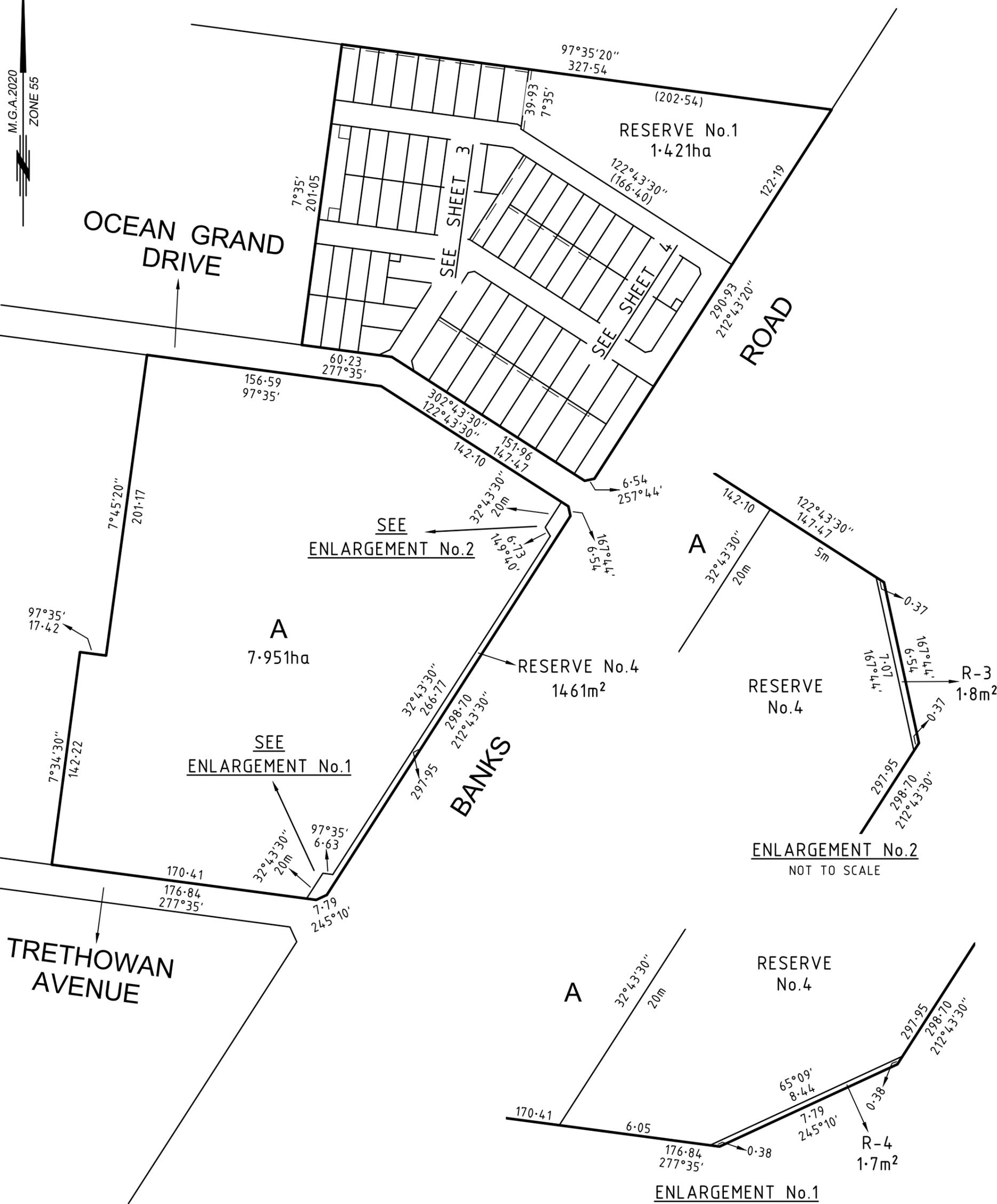
18. The Vendor will collect and use the purchaser's personal information for the purposes of:
  - a. conducting the Promotion (which may include disclosure to Builder Partners and/or third parties for the purpose of processing and conducting the Promotion) and for promotional purposes, public statements and advertisements in relation to the Promotion; and
  - b. research to improve its products and services.
19. By participating in the Promotion, the purchaser consents to the use of their personal information as described in clause 18.
20. Any personal information relating to the purchaser will be used solely in accordance with current Australian data protection and privacy legislation, and in accordance with the Vendor's privacy policy available at <https://www.kingstonoceanrove.com.au/privacy-policy/>.
21. Purchasers may access, change, opt out and/or update their personal information in accordance with the Vendor's privacy policy.



M.G.A. 2020  
ZONE 55

OCEAN GRAND  
DRIVE

ROAD

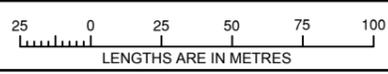


SURVEYORS FILE REF: 21668-101



Stantec Australia Pty Ltd | ABN: 17 007 920 322  
Level 1, 27-31 Myers Street (PO Box 1137), Geelong, VIC Australia 3220  
Tel: 03 5202 4600  
Web: www.stantec.com/au

SCALE  
1:2500



ORIGINAL SHEET  
SIZE: A3

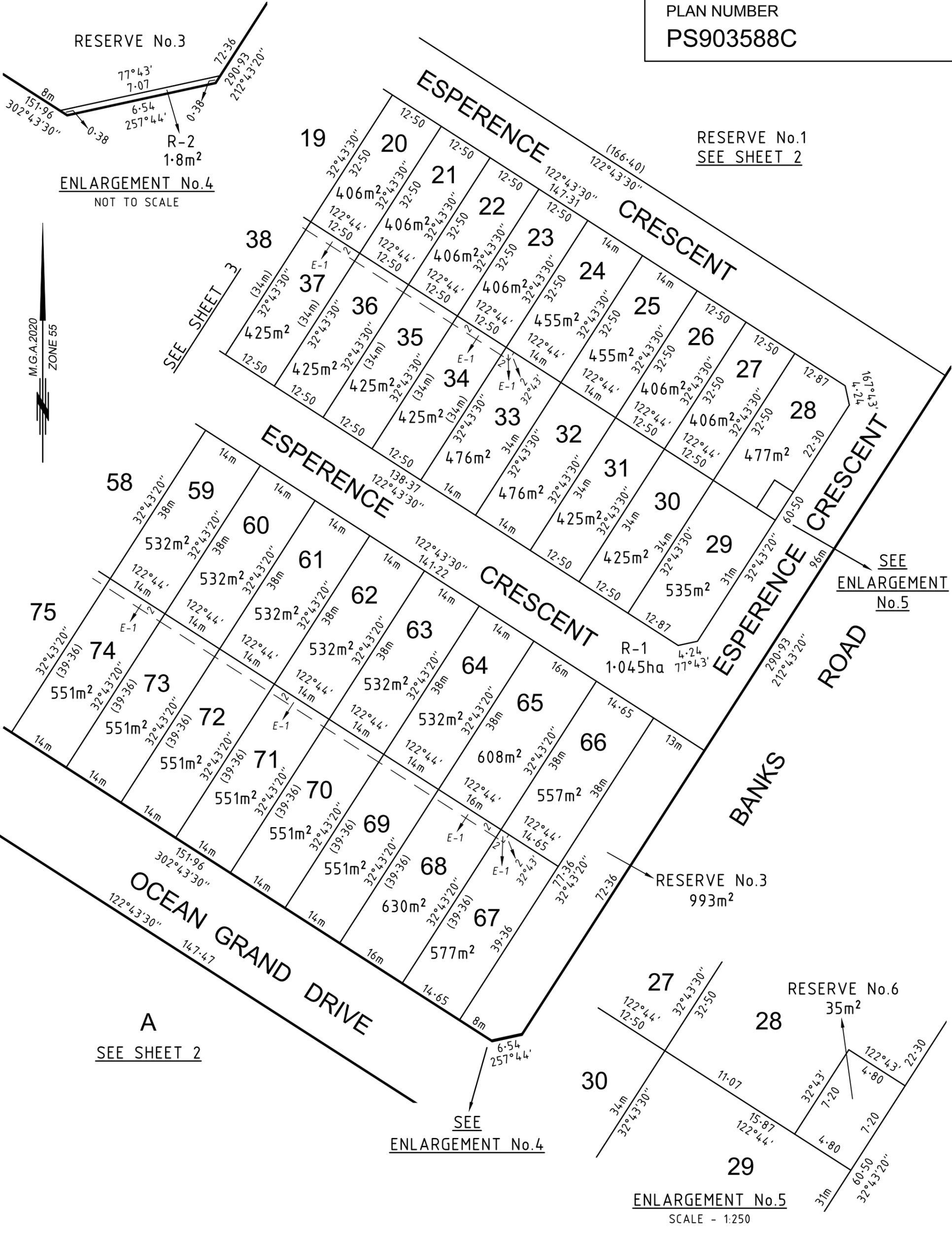
SHEET 2

GEOFFREY PATTERSON / VERSION 7



PLAN NUMBER  
PS903588C

RESERVE No.1  
SEE SHEET 2



ENLARGEMENT No.4  
NOT TO SCALE

SEE ENLARGEMENT No.5

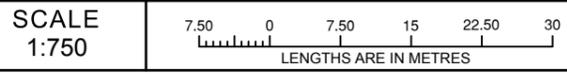
SEE ENLARGEMENT No.4

ENLARGEMENT No.5  
SCALE - 1:250

SURVEYORS FILE REF: 21668-101



Stantec Australia Pty Ltd | ABN: 17 007 920 322  
Level 1, 27-31 Myers Street (PO Box 1137), Geelong, VIC Australia 3220  
Tel: 03 5202 4600  
Web: www.stantec.com/au



ORIGINAL SHEET SIZE: A3 SHEET 4

GEOFFREY PATTERSON / VERSION 7

**CREATION OF RESTRICTION A:**

Upon registration of this Plan of Subdivision (PS903588C) the following restriction is created:

Land to be benefited: Lots 1-9 (both inclusive), 11-45 (both inclusive) and 47-75 (both inclusive) on this Plan of Subdivision (PS903588C).

Land to be burdened: Lots 1-9 (both inclusive), 11-45 (both inclusive) and 47-75 (both inclusive) on this Plan of Subdivision (PS903588C).

**DESCRIPTION OF RESTRICTION A:**

The registered proprietor or proprietors for the time being and any person or entity entitled to be the registered proprietor of any burdened lot on this Plan of Subdivision (PS903588C) must not use or develop the burdened lot other than in accordance with the provisions recorded in the Memorandum of Common Provision (MCP) with dealing number AA010501.

The provisions of the said MCP are incorporated into this Restriction.

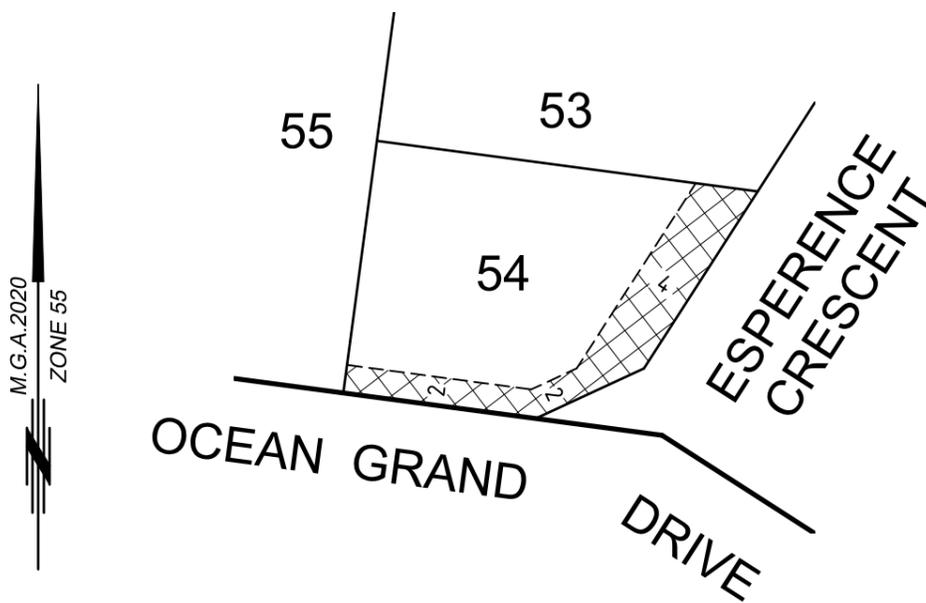
**CREATION OF RESTRICTION B:**

Upon registration of this Plan of Subdivision (PS903588C) the following restriction is created:

Lot burdened	Lot/s benefited
54	53, 55

**DESCRIPTION OF RESTRICTION B:**

Buildings shall not be located in the area shown thus  except for encroachments expressly permitted under the Building Regulations 2018 (Vic) or any subsequent regulations.



**CREATION OF RESTRICTION C:**

Upon registration of this plan (PS903588C) the following restriction is created:

Lot burdened	Lot/s benefited
1	2
2	1, 3
3	2, 4
4	3, 5
5	4, 6
6	5, 7
7	6, 8
8	7, 9
9	8

**DESCRIPTION OF RESTRICTION C:**

The registered proprietor or proprietors for the time being of the burdened lot must not:

1. Build or permit to build any building(s) that does not provide 1.0 metre clear horizontal access down the entire length of at least one side boundary of the lot.

**CREATION OF RESTRICTION D:**

Upon registration of this plan (PS903588C) the following restriction is created:

Lot burdened	Lot/s benefited
18	39
19	38
38	19
39	18
66	67
67	66

**DESCRIPTION OF RESTRICTION D:**

The registered proprietor or proprietors for the time being of the burdened lot must not:

- A. Remove the semi permeable boundary fencing along the boundary between the pedestrian link and the adjoining lot; or
- B. Alter the semi permeable boundary fencing along the boundary between the pedestrian link and adjoining lot, if the alterations mean that the fencing was no longer semi permeable, except with written consent of the owner/s of the benefiting land and Council.

**CREATION OF RESTRICTION E:**

Upon registration of this plan (PS903588C) the following restriction is created:

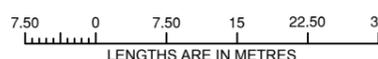
Lots Burdened : 28, 29, 51, 54, 58, 66, 67 & 75

Lots Benefited : 1-9 (both inclusive), 11-27 (both inclusive), 30-45 (both inclusive), 47-50 (both inclusive), 52, 53, 55-57 (both inclusive), 59-65 (both inclusive) & 68-74 (both inclusive)

**DESCRIPTION OF RESTRICTION E:**

The owner of the burdened lots on this plan shall not construct or permit to be constructed any dwelling other than a single storey dwelling, having a maximum building height no greater than 5.8 meters above natural ground level.

SURVEYORS FILE REF: 21668-101





# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced 11/12/2024 02:16:03 PM

Status	Registered	Dealing Number	AA010501
Date and Time Lodged	27/11/2024 03:37:26 PM		

### Lodger Details

Lodger Code	22373H
Name	MAST LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	SM:200979 (stage 9 v

## APPLICATION TO REQUEST ACTION BY THE REGISTRAR

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

### Estate and/or Interest

### Land Title Reference

### Instrument and/or legislation

ACTION - RETAIN MCP  
Transfer of Land Act - section 91A

### Applicant(s)

Name	POWERHOUSE CONSULTANCY PTY LTD
Address	
Property Name	FEDERAL MILLS PARK
Unit Type	SUITE
Unit Number	1
Street Number	33
Street Name	MACKEY
Street Type	STREET
Locality	NORTH GEELONG
State	VIC
Postcode	3215



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

### Additional Details

Refer Image Instrument

---

The applicant requests the action by the Registrar.

---

### Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	POWERHOUSE CONSULTANCY PTY LTD
Signer Name	STUART SINCLAIR MONOTTI
Signer Organisation	POWERHOUSE CONSULTANCY PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	27 NOVEMBER 2024

---

### File Notes:

NIL

---

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

# Imaged Document Cover Sheet

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

Document Type	<b>Instrument</b>
Document Identification	<b>AA010501</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	

**Copyright and disclaimer notice:**

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

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

# Memorandum of common provisions Restrictive covenants in a plan Section 91A Transfer of Land Act 1958

## Privacy Collection Statement

The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by	
Name:	Mast Lawyers
Phone:	03 5210 8012
Address:	Suite 1, 33 Mackey Street, North Geelong 3125
Reference:	SM:200979 (Kingston Haven 1)
Customer code:	22373H

This memorandum contains provisions which are intended for inclusion in plans under the Subdivision Act 1988 to be subsequently lodged for registration.

**Operative words including words to bind the burdened land and words of annexation must not be included.**

Provisions to apply to the plan:

**Burdened land:** As set out in the plan.

**Benefited land:** As set out in the plan.

35402012

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in plans.

91ATLA

Page 1 of 4

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

---

### Covenants:

#### DEFINITIONS

In this memorandum, unless the context otherwise requires:

**Building** means any permanent or semi-permanent structure on a lot and includes a dwelling.

**Building Design Guidelines** means the *Kingston Haven Building Information & Design Guidelines as revised from time to time by the Design Assessment Panel*. A copy of the current version can be obtained from the Design Assessment Panel.

**Burdened land** means a lot identified in the Plan as burdened by a restriction described in this MCP.

**Corner Lot** means a lot:

- contiguous with:
  - two intersecting streets; or
  - a street whose curvature provides the characteristics of a corner allotment; or
- deemed by the Design Assessment Panel to be a corner lot.

**Design Assessment Panel** means the Kingston Haven Design Assessment Panel described in the Building Design Guidelines.

**Dwelling** has the same meaning as set out in the Land Use Terms of the planning scheme that applies to the land in the Plan but excluding outbuildings, carport/garage, outdoor rooms/alfresco, porches, and verandas.

**ground level** is deemed to be the finished surface level following completion of engineering works associated with the subdivision.

**Lot** has the same meaning as in the *Subdivision Act 1988* (Vic), being a lot created by the Plan and if permitted, includes any lot created by further subdivision

**MCP** means this Memorandum of Common Provisions.

**Plan** means plan of subdivision PS903588C.

**Primary frontage** means for each Lot, unless otherwise determined by the Design Assessment Panel or specifically stipulated in this MCP, the shortest boundary of that lot which abuts a street.

**Public land** means any land under the care or management of a Public Land Manager as that expression is defined in the General Terms of the planning scheme that applies to the land in the Plan.

**Rear boundary** means the Lot boundary which is opposite the Primary frontage, or the appropriate Lot boundary as determined by the Design Assessment Panel.

**Reserve Lots** means lots 9, 18, 19, 38, 39, 66, 67 on the Plan being Lots that abut a municipal reserve.

**Secondary frontage** means the boundary of a Lot (other than the Primary frontage) which abuts a street.

**Setback** means the required distance between the relevant boundary and the building line as outlined in the Building Design Guidelines unless otherwise noted in this MCP or the Plan. A setback of up to 150 millimetres from the lot boundary is deemed to be on the boundary.

**Side boundary** means the boundary of a Lot connecting the Primary frontage to the rear boundary. Where that Lot is a Corner Lot, the side boundary includes the boundary along the Secondary frontage.

# Memorandum of common provisions

## Section 91A Transfer of Land Act 1958

### COVENANTS:

#### Restriction A1 – Development of a Lot

The registered proprietor or proprietors for the time being of the burdened land must not:

1. further subdivide the lot; and
2. construct more than one dwelling on any single lot.

#### Restriction A2 – Minimum dwelling floor

The registered proprietor or proprietors for the time being of the burdened land must not construct on any single lot a dwelling with a floor area less than 135 m<sup>2</sup>.

#### Restriction A3 – Compliance with Building Design Guidelines

1. The registered proprietor or proprietors for the time being of the burdened land must not:
  - 1.1. construct or allow to be constructed or allow to remain on any lot any Building:
    - 1.1.1. that is not in accordance with the Building Design Guidelines unless otherwise approved by the Design Assessment Panel;
    - 1.1.2. without obtaining written approval of the design for that Building from the Design Assessment Panel, which approval must be obtained even if the design for that Building complies with the Building Design Guidelines; and
    - 1.1.3. any building which is more than 9 metres above the ground level (excluding any television antenna, chimney or flue) or an extension to a dwelling where the extension is more than 9 metres above ground level (excluding any television antenna, chimney or flue).
  - 1.2. construct or allow to be constructed:
    - 1.2.1. a dwelling unless 30% of the external walls excluding windows are constructed of brick, brick veneer, stone, render or masonry-like material;
    - 1.2.2. the roof of any building, garage door or outbuilding of galvanised iron or other reflective material; and
    - 1.2.3. a driveway unless constructed of coloured-through concrete, exposed aggregate concrete, stencilled or stamped coloured-through concrete, permi-pavers or brick pavers.
  - 1.3. store or site or permit to be stored or sited on any lot any caravan or boat or any commercial vehicle having a registered carrying capacity of more than one tonne unless within an approved building or screened from view from any road reserve by a structure that is in line with or behind the most forward line of the building abutting any road reserve.
  - 1.4. occupy any dwelling without a driveway.
2. The Design Assessment Panel in its absolute discretion may approve a dwelling that does not strictly comply with this Restriction A3.

#### Restriction A4 – Boundary Fencing

The registered proprietor or proprietors for the time being of the burdened land must not:

1. construct or allow to be constructed any fencing:
  - 1.1. along a primary frontage; or

## Memorandum of common provisions

### Section 91A Transfer of Land Act 1958

- 1.2. on a side or rear boundary of a lot unless the fence:
  - 1.2.1. is constructed of lapped timber palings with a timber capping;
  - 1.2.2. subject to clause 1.2.3, is a height not less than 1.8 metres and not greater than 2.0 metres;
  - 1.2.3. tapers down to 1 metre in height at the primary frontage for the distance of the required setback from the primary frontage; and
  - 1.2.4. is built on the boundary and within acceptable tolerances as prescribed by Victorian law.
- 1.3. on the secondary frontage of a Corner Lot, unless the fence commences a minimum of 10 metres back from the primary frontage;
- 1.4. on a side or rear boundary of a lot abutting public land unless the fence:
  - 1.4.1. is visually permeable on the boundary abutting the public land; and
  - 1.4.2. maximises passive surveillance of the public land both at ground level and upper level/s as appropriate.
2. occupy any dwelling on a lot without fences on the side and rear boundaries.

#### Restriction A5 – Primary Frontage setbacks

1. The registered proprietor or proprietors for the time being of the burdened land must not construct or allow to be constructed a building (excluding any entry porch, verandah, balcony or pergola) on the burdened land unless the building line facing the primary frontage at ground level is sited at least 4.0 metres but no more than 6.5 metres from the primary frontage, and with a garage sited a further 1.0 metre from the building line.
2. The Design Assessment Panel may in its sole discretion approve a dwelling that does not comply with this Restriction A5.

#### Restriction A6 – Corner Lots

1. The registered proprietor or proprietors for the time being of a Corner Lot must not construct or allow to be constructed any Building unless the secondary frontage is setback at least 2.0 metres from the side boundary.
2. The Design Assessment Panel may in its sole discretion approve a dwelling that does not comply with this Restriction A6.

#### Restriction A7 – Reserve Lots

1. The registered proprietor or proprietors for the time being of a Reserve Lot must not construct or allow to be constructed a Building unless it is setback at least 1.0 metres from any side boundary abutting a municipal reserve
2. The Design Assessment Panel may in its sole discretion approve a dwelling that does not comply with this Restriction A7.

#### Expiry:

Restrictions A1, A2, A5, A6 and A7 will cease to have effect on 1 January 2045.

Restrictions A3 and A4 will cease to have effect on 1 January 2035.

## Kingston Haven's Exclusive Agency



03 5255 0800    [oceangroverelestate.com.au](http://oceangroverelestate.com.au)