



BALDIVIS

ANNEXURE A – STAGE 5

SPECIAL CONDITIONS

Lot _____, Heritage Park, Baldivis

1. 2009 General Conditions

- (a) For the purpose of condition 3.2(b) of the 2009 General Conditions, the “reasonable time before the Settlement Date” referred to shall be at least five (5) Business Days (excluding the day on which the Seller receives the Transfer and the day of Settlement).
- (b) Condition 4.2 of the 2009 General Conditions does not form part of this Contract.
- (c) Condition 9 of the 2009 General Conditions does not form part of this Contract.
- (d) Condition 11 of the 2009 General Conditions does not form part of this Contract.
- (e) Condition 12 of the 2009 General Conditions does not form part of this Contract.
- (f) Condition 13.2 of the 2009 General Conditions does not form part of this Contract.
- (g) The time period referred to in condition 13.3(a)(1) of the 2009 General Conditions shall be altered to twenty four (24) months and the time period referred to in condition 13.3(a)(2) of the 2009 General Conditions shall be altered to six (6) months.
- (h) Condition 15 of the 2009 General Conditions does not form part of this Contract.
- (i) Condition 24.18 of the 2009 General Conditions does not form part of this Contract and the rule in *Bain v Fothergill* applies to this Contract.
- (j) The defined terms set out in condition 26 of the 2009 General Conditions shall have the same meanings wheresoever used throughout this Contract, unless the context otherwise requires.

2. Finance Approval

If the finance condition set out on the offer and acceptance section of this Contract (“the Finance Condition”) applies to this Contract, the Finance Condition shall be deemed to be satisfied upon Finance Approval being obtained even if that Finance Approval lapses or expires prior to Settlement. For the avoidance of doubt, the Seller is under no obligation to agree to an extension of the Latest Time referred to in the Finance Condition or the Settlement Date in the event that Finance Approval lapses or otherwise expires.

3. Disclosure

The Buyer hereby acknowledges that:

- (a) a business and financial relationship exists between the Seller and Combined Property Settlements Agency Pty Ltd (ACN 008 963 513) ("Combined Property Settlements") in that both companies have common ownership and consequently the Seller will profit if the Buyer appoints Combined Property Settlements as the Buyer's Settlement Agent; and
- (b) the Seller obviously has an interest in the settlement of the Property proceeding and because of this it is possible that Combined Property Settlements may be faced with a conflict of interest if the Buyer appoints Combined Property Settlements to act as its Settlement Agent. If a conflict of interest occurs, Combined Property Settlements will not be able to continue to act for the Buyer.

4. GST

For the purposes of condition 4 of the Contract (as set out on the offer and acceptance section of this Contract) and condition 18.2 of the 2009 General Conditions, the Parties acknowledge that the Purchase Price was negotiated on the basis that it includes GST with that GST being calculated on the basis that the Seller has elected to apply the Margin Scheme.

5. Earlier Offers

- (a) If at the time this Contract is signed by the Seller, the Seller or the Seller's Agent has accepted an earlier offer to purchase the Property ("the Prior Contract") the Seller will not be bound to proceed with this Contract.
- (b) As soon as practicable after the Seller becomes aware of the Prior Contract, the Seller will give notice to the Buyer that this Contract has been terminated.
- (c) If the Seller gives notice in accordance with condition 5(b), the Deposit paid by the Buyer under this Contract must be promptly repaid to the Buyer and neither Party will have any claim or right of action arising from the termination of this Contract.

6. Encumbrances

- (a) The Buyer acknowledges that the Certificate of Title for the Property will be subject to the following encumbrances and accordingly they are Specified Encumbrances for the purposes of the 2009 General Conditions:
 - (i) the restrictive covenants contained in Annexure B of this Contract (this condition only applies to lots 357 to 369 (inclusive), lots 384 to 406 (inclusive) and lots 407 to 413 (inclusive) on the deposited plan annexed to this Contract as Annexure E);
 - (ii) a notification under section 70A of the *Transfer of Land Act 1893* in relation to the quality of the groundwater and the allowable uses thereof (this condition only applies to lots 357 to 369 (inclusive), lots 384 to 406 (inclusive) and lots 407 to 413 (inclusive) on the deposited plan annexed to this Contract as Annexure E). Further information in relation to this notification is set out in condition 15 below; and
 - (iii) a notification under section 70A of the *Transfer of Land Act 1893* notifying purchasers of the detailed area plan annexed to this Contract as Annexure F (this condition only applies to lots 357 to 363 (inclusive) on the deposited plan annexed to this Contract as Annexure E). Further information in relation to this notification is set out in condition 16 below.
- (b) In addition to the encumbrances identified at condition 6(a) above the Buyer also acknowledges that the Property is sold subject to the following encumbrances and

accordingly they are Specified Encumbrances for the purposes of the 2009 General Conditions:

- (i) easements, notifications, memorials, restrictive covenants and any other Encumbrance noted or to be noted on the deposited plan annexed to this Contract as Annexure E;
 - (ii) all reservations and conditions (if any) referred to in the Certificate of Title to the Property or which are reasonably apparent on visual inspection of the Property;
 - (iii) any other Encumbrance including easements, positive covenants, restrictive covenants, notifications and memorials which are not specified in this Contract but which may be required by any Authority as a condition of subdivision or otherwise; and
 - (iv) the obligations contained in this Contract.
- (c) The Buyer acknowledges that it has made its own enquiries about the encumbrances noted at conditions 6(a) and 6(b) above and further the Buyer is satisfied about the impact of the said encumbrances on the Property and the effect they will have on the Buyer's use and enjoyment of the Property.

7. Buyer's Undertaking – Construction of Residential Dwelling

The Buyer may only construct on the Property a residential dwelling which:

- (a) complies with the restrictive covenants contained in Annexure B of this Contract; and
- (b) is in accordance with the building plans to be prepared by the Buyer and approved by the Seller in accordance with condition 8 below.

8. Approval of Building Plans

- (a) The Buyer must not construct on the Property any building or structure unless the building plans in respect of that building or structure have been approved by the Heritage Park Covenant Administrator in writing.
- (b) The Buyer must, prior to commencing any construction or development works on the Property:
 - (i) prepare building plans which comply with the restrictive covenants contained in Annexure B of this Contract;
 - (ii) lodge the building plans with the Heritage Park Covenant Administrator prior to lodgement with the local authority; and
 - (iii) obtain written approval of the Heritage Park Covenant Administrator to the building plans.

9. Survey Pegs

- (a) The Buyer acknowledges that it has inspected the Property and that at the Contract Date all of the pegs marking the boundaries of the Property (if any) are in place and accurately mark the boundaries of the Property.
- (b) The Seller is under no liability to ensure that survey pegs (if any) remain in their correct position or to replace them should they be moved or removed prior to Settlement.

10. Fences

- (a) The Buyer and the Seller agree that the Seller has no liability to the Buyer or any other person claiming through the Buyer including its successors in title to contribute to the cost of erecting or repairing any dividing fence, retaining wall or other wall whether under the *Dividing Fences Act 1961* or otherwise and the Buyer shall indemnify the Seller against any such claim.
- (b) The Buyer acknowledges that all fences, walls and/or retaining walls purporting to be on the boundary of the Property shall be deemed to be on their true boundaries and if any such fence or wall shall be found not to be on its true boundary, the Buyer shall not be entitled to any compensation or have any claim against the Seller. Fences, walls or retaining walls may have been erected by the Seller within the boundaries of the Property.

11. Physical Characteristics of the Property

The Buyer acknowledges that it has made its own enquiries and has satisfied itself with respect to the physical characteristics of the Property, including but not limited to, site conditions, site structures, soil types, levels, slopes, infrastructure, utility services (including but not limited to potential telephone and internet services) and vegetation. The Buyer acknowledges that it shall be solely liable for all site clearance and building preparation costs on the Property and is responsible for managing the associated impacts including but not limited to appropriateness for intended use, building restrictions or costs which may result.

12. Contamination

The Buyer acknowledges that it has made its own enquiries and has satisfied itself with respect to whether any condition or contamination on or below the Property will affect the Buyer's intended use of the Property and the Buyer agrees to purchase the Property subject to any contamination or sub-surface conditions that may exist. The Buyer will be solely liable for removing contamination or other works to enable the Property to be used for the Buyer's intended purpose and the Buyer will make no claim against the Seller or the Seller's Agent in relation to the cost of such removal or dealing with such conditions or contamination.

13. No Warranty/Representation

The Buyer acknowledges that:

- (a) the Property is sold as it stands with all existing faults, defects or characteristics whether they are apparent or ascertainable on inspection or not and without any obligation on the Seller or the Seller's Agent to disclose or particularise any faults, defects or characteristics known to the Seller or the Seller's Agent.
- (b) no warranty or representation has been given or made to the Buyer or anyone on the Buyer's behalf by the Seller or the Seller's Agent or any agent, employee or contractor of the Seller or the Seller's Agent or any other person on the Seller's or Seller's Agent's behalf as to:
 - (i) the title to the Property;
 - (ii) any encumbrance, restriction or right in favour of any third party affecting the Property;
 - (iii) the condition or the state of repair of the Property;
 - (iv) the availability of telephone and/or internet services to the Property;
 - (v) the suitability of the Property for any use or purpose of any kind; or

- (vi) the fences, walls or retaining walls (if any) purporting to be on the boundaries of the Property.
- (c) any representation or warranty implied by virtue of any statute or otherwise will not apply to, or be implied in, the Contract and any such representation or warranty is excluded to the extent permitted by law.
- (d) the Seller and the Seller's Agent will not be liable under any circumstances to make any allowance or compensation to the Buyer nor will the Purchase Price be affected by the exclusion of warranties or representations in this condition or for any fault, defect or characteristic in the Property.
- (e) the Buyer is deemed to have purchased the Property in reliance solely on its own examination, inspection, enquiry and advice and not upon any statement, warranty, condition or representation whatsoever made or alleged to have been made to the Buyer by the Seller or the Seller's Agent or any employee, contractor or agent of the Seller or the Seller's Agent.
- (f) the warranties contained in this condition will apply despite the contents of any brochure, document, letter or publication made, prepared or published by the Seller or the Seller's Agent or by any other person with the authority of the Seller or the Seller's Agent.

14. Changes and Variations to the Property

- (a) The Buyer acknowledges that as at the Contract Date the deposited plan annexed to this Contract as Annexure E is a draft and as such:
 - (i) all dimensions, areas, levels, boundaries and other features of the Property and the land the subject of the deposited plan;
 - (ii) the layout of the estate of which the Property forms part; and
 - (iii) the area, level and location of all services in relation to the Property,are approximations only and are subject to changes and variations.
- (b) The Buyer shall make no objection to, nor shall the Buyer have any claim for compensation in respect of, any changes or variations in relation to any of the items mentioned at condition 14(a) above except where the area of the Property upon the issue of a separate Certificate of Title for the Property is reduced by more than five percent (5%) compared to the area of the Property as shown on the deposited plan annexed to this Contract as Annexure E, in which case, the provisions contained at condition 14(c) below shall apply.
- (c) If the area of the Property upon the issue of a separate Certificate of Title for the Property is reduced by more than five percent (5%) compared to the area of the Property as shown on the deposited plan annexed to this Contract as Annexure E, then the Buyer shall be entitled to a pro rata reduction of and credit against the Purchase Price calculated on a per square metre basis in relation to the total deficiency in the area of the Property. This reduction in the Purchase Price shall be in full and final settlement and satisfaction of any and all claims or actions the Buyer has or would have but for this condition in respect of all changes or variations.
- (d) For the purposes of clarity, if the area of the Property upon the issue of a separate Certificate of Title for the Property increases or is reduced by less than five percent (5%) compared to the area of the Property as shown on the deposited plan annexed to this Contract as Annexure E then any such change will not annul the Contract, nor will it entitle the Buyer to terminate the Contract and nor will any such change entitle the Buyer to any compensation.

15. Groundwater

- (a) The provisions set out at condition 15(b) below only apply to lots 357 to 369 (inclusive), lots 384 to 406 (inclusive) and lots 407 to 413 (inclusive) on the deposited plan annexed to this Contract as Annexure E.
- (b) The Buyer acknowledges that:
 - (i) it has been advised that, in accordance with Department of Health advice, groundwater (borewater) must not be used for drinking, bathing, filling swimming and paddling pools, food preparation or cooking unless it has been appropriately tested and treated. However, untreated groundwater may be used to irrigate gardens (including the growing of vegetables), flush toilets and wash cars and clothes. Any sampling and analysis of groundwater should be conducted in accordance with the Department of Health requirements; and
 - (ii) a section 70A notification detailing the information set out in clause 15(b)(i) above will be registered on the Certificate of Title to the Property in accordance with condition 6(a)(ii) above.
- (c) The Buyer acknowledges that it has made its own enquiries and has satisfied itself in respect to the issues raised in this condition 15 and shall not seek any compensation from the Buyer as a result of the same.

16. Detailed Area Plan

- (a) The provisions set out at conditions 16(b), (c) and (d) below only apply to lots 357 to 363 (inclusive) on the deposited plan annexed to this Contract as Annexure E.
- (b) The Buyer, having reviewed the draft detailed area plan annexed to this Contract as Annexure F, acknowledges that it has made its own enquiries about the detailed area plan and further the Buyer is satisfied about the impact of the said detailed area plan on the Property and the effect that it will have on the Buyer's use and enjoyment of the Property.
- (c) The Buyer further acknowledges it is aware that the detailed area plan annexed to this Contract as Annexure F is a draft only and as such it is subject to changes and variations.
- (d) The Buyer shall make no objection to, nor shall the Buyer have any claim for compensation in respect of any changes or variations in relation to the detailed area plan.

17. Land Tax

Pursuant to condition 7.4(c) of the 2009 General Conditions, the Seller hereby notifies the Buyer that:

- (a) the Seller is the registered proprietor of land other than the Land the subject of this Contract; and
- (b) both the Land the subject of this Contract and the other land owned by the Seller are liable for Land Tax.

18. Assignment

- (a) The Seller may assign its rights and obligations under this Contract.
- (b) The Buyer may not assign its rights and obligations under this Contract without the prior written consent of the Seller, which may be withheld at the Seller's absolute discretion.

19. No Caveat

The Buyer must not, before the issue of a separate Certificate of Title for the Subdivision Lot, lodge any caveat against the title to the Original Land or any part of the Original Land to protect the Buyer's interest under this Contract.

20. Buyer's Authority

The Buyer covenants and warrants with the Seller (which warranty the Buyer acknowledges has induced the Seller to enter into this Contract) that the Buyer has full power and capacity to enter into this Contract and the Buyer has obtained all relevant approvals necessary to enter into and complete this Contract.

21. Severance

If any condition in this Contract becomes invalid, illegal or unenforceable in any respect under any law, then the validity, legality and enforceability of the remaining conditions of this Contract shall not in any way be affected or impaired.

22. Entire Agreement

- (a) The terms of this Contract represent the entire agreement between the Parties and no other terms or conditions shall be implied into this Contract by way of collateral or other agreement.
- (b) If any provision of this Annexure is inconsistent with the 2009 General Conditions then the provisions of this Annexure shall prevail.

23. Waiver and Variation

A provision of or a right created under this Contract shall not be waived or varied except in writing signed by the Party or Parties to be bound.

24. Independent Legal Advice

The Parties acknowledge that they have had ample opportunity prior to the execution of the Contract to obtain independent legal advice as to the extent and implications of this Contract and the Parties execute this Contract accordingly.

Buyer: _____

Buyer: _____

Witness: _____

Witness: _____

Date: _____

Date: _____

Seller: _____

Seller: _____

Witness: _____

Witness: _____

Date: _____

Date: _____



H E R I T A G E
P A R K

BALDIVIS

ANNEXURE B – STAGE 5

RESTRICTIVE COVENANTS

Lot _____, Heritage Park, Baldivis

1. Purpose

The Seller is committed to creating a community offering an idyllic lifestyle in a semi-rural setting with a variety of housing types complementing the diverse needs of its residents. Heritage Park (“the Estate”) is preparing you for the future, it’s your life – live it well.

The Estate has been designed to ensure a variety of styles, housing designs and a secure environment for its residents. The preferred housing styles are to be modern and provide for an active indoor and outdoor lifestyle.

The restrictive covenants set out in this Annexure have been chosen because they have been proven to achieve:

- (a) visually attractive and compatible housing;
- (b) attractive streetscapes throughout the Estate;
- (c) minimal impact on adjoining neighbours;
- (d) increased safety through passive surveillance;
- (e) increased value for your investment;
- (f) variety of housing designs and densities;
- (g) improved amenity through maximised daylight, outlook and privacy;
- (h) attractive and interesting house facades showing material and textural mixes; and
- (i) reduced visual impact of garages.

These restrictive covenants are intended to supplement the provisions of the City of Rockingham District Planning Scheme, Residential Design Codes and the Statements of Planning Policy.

2. Scope

The Buyer acknowledges that the Land shall be encumbered by and is sold subject to the covenants in this Annexure (or covenants of a similar nature). The Buyer further acknowledges that the Seller will register a deed of restrictive covenant, containing the covenants in this Annexure (or covenants of a similar nature) pursuant to section 136D of the *Transfer of Land Act* on the Certificate of Title of the Land prior to Settlement.

The Buyer hereby acknowledges that it has made its own enquiries about the impact of the restrictive covenants as they affect the Land and is satisfied with the restrictive covenants.

3. Content of Restrictive Covenants

3.1 Definitions

In this Annexure, unless the context otherwise requires:

- (a) **Cottage Lots** means lots 357 to 363 (inclusive) on deposited plan 70574 and **Cottage Lot** shall have a corresponding meaning;
- (b) **Floor Area** means the area between the external walls located under the main roof of the Residence but excludes the area of any alfresco, garage, outbuilding or veranda;
- (c) **Lots** means lots 357 to 369 (inclusive), lots 384 to 406 (inclusive) and lots 407 to 413 (inclusive) on deposited plan 70574 and **Lot** shall have a corresponding meaning;
- (d) **Public View** means the view from all public streets, public thoroughfares and public open spaces; and
- (e) **Residence** means a permanent, non-transportable, single residential dwelling.

3.2 Restrictive Covenants – Construction

Home Size

- (a) The Buyer shall not:
 - (i) in relation to all Lots other than lot 396 and lot 398 on deposited plan 70574 and the Cottage Lots, construct or permit to be constructed, erected or installed on the Lot, a Residence unless it has a minimum Floor Area of 185 square metres;
 - (ii) in relation to lot 396 and lot 398 on deposited plan 70574, construct or permit to be constructed, erected or installed on the Lot, a Residence unless it has a minimum Floor Area of 200 square metres; and
 - (iii) in relation to the Cottage Lots, construct or permit to be constructed, erected or installed on the Lot, a Residence unless it has a minimum Floor Area of 140 square metres.

Materials

- (b) The Buyer shall not construct or permit to be constructed, erected or installed on the Lot a Residence or any alteration or addition to a Residence unless the materials are a combination of brick, external brick veneer, limestone, stone, finished or rendered masonry or rammed earth.

Roof

- (c) The Buyer shall not construct or permit to be constructed, erected or installed on the Lot a Residence, unless the Residence has a roof that is:
 - (i) constructed from concrete tiles, clay tiles or colourbond;
 - (ii) painted or otherwise coated, sealed or treated in one colour;
 - (iii) not highly reflective (zincalume is not permitted); and

- (iv) pitched at an angle of more than 25 degrees and less than 45 degrees (excluding any part of the roof that covers verandah areas).

Garage

- (d) The Buyer shall not construct or permit to be constructed, erected or installed on the Lot (excluding the Cottage Lots) a Residence, unless the Residence has a garage that is:
 - (i) a double car garage capable of housing two (2) cars, parked side by side;
 - (ii) located under the main roof of the Residence;
 - (iii) a lock-up garage in that it has a garage door at least the width of two (2) cars (carports are not permitted);
 - (iv) constructed from materials similar and complimentary to the Residence;
 - (v) constructed at least 600 millimetres in front or behind the main face of the Residence (not including porticos or veranda areas); and
 - (vi) set back at least 4.5 metres from the street which the garage faces.
- (e) The Buyer shall not construct or permit to be constructed, erected or installed on the Lot (excluding the Cottage Lots) any garage, other than a garage in accordance with clause 3.2(d) above, unless the garage is:
 - (i) a single car garage capable of housing one (1) car;
 - (ii) located under the main roof of the Residence and is adjacent to the garage constructed in accordance with clause 3.2(d) above;
 - (iii) a lock-up garage in that it has a garage door one (1) car wide (carports are not permitted);
 - (iv) constructed from materials similar and complimentary to the Residence; and
 - (v) constructed at least 600 millimetres behind the face of the adjacent double garage.
- (f) The Buyer shall not construct or permit to be constructed, erected or installed on the Lot a carport.

Crossover/Driveway

- (g) The Buyer shall not construct or permit to be constructed, erected or installed on the Lot (excluding the Cottage Lots) a Residence, unless the Residence has a six (6) metre wide driveway and crossover constructed of segmental clay or concrete brick pavers.

Letterbox

- (h) The Buyer shall not construct or permit to be constructed, erected or installed on the Lot (excluding the Cottage Lots) a letterbox unless it is:
 - (i) adjacent to the driveway;
 - (ii) constructed from materials similar and complimentary to the Residence; and
 - (iii) clearly numbered.

Solar Water Heaters and Solar PV Panels

- (i) The Buyer shall not construct or permit to be constructed, erected or installed on the Lot a solar water heater or any solar PV panels unless they:
 - (i) are located on the roof of the Residence;
 - (ii) are installed in keeping with the roof profile;
 - (iii) match the colour of the roof; and
 - (iv) are screened from Public View and from neighbouring properties.

Air Conditioner

- (j) The Buyer shall not construct or permit to be constructed, erected or installed on the Lot an air conditioner on the exterior of the Residence, unless it:
 - (i) is installed below the ridge line of the roof;
 - (ii) matches the colour of the roof; and
 - (iii) is screened from Public View and from neighbouring properties.

Antennae

- (k) The Buyer shall not construct or permit to be constructed, erected or installed on the Lot a television or radio antennae unless contained wholly within the Residence or within the roof space of the Residence between the ceiling and the underside of the roof.

Satellite Dish

- (l) The Buyer shall not construct or permit to be constructed, erected or installed on the Lot a satellite dish unless it is screened from Public View.

Clothes Line

- (m) The Buyer shall not construct or permit to be constructed, erected or installed on the Lot a clothes line, hoist, drying or airing facility unless it is screened from Public View.

Outbuilding

- (n) The Buyer shall not construct or permit to be constructed, erected or installed on the Lot (excluding the Cottage Lots) an outbuilding unless:
 - (i) it does not exceed sixty (60) square metres in area or ten percent (10%) in aggregate of the total Lot area, whichever is less;
 - (ii) it is less than 2.4 metres in height;
 - (iii) it is constructed behind the front building line of the Residence;
 - (iv) it is constructed from materials similar and complimentary to the Residence; and
 - (v) it is screened from Public View.

Fencing

- (o) The Buyer shall not construct or permit to be constructed, erected or installed on the Lot (excluding the Cottage Lots) any boundary fence forward of the front building line of the Residence.
- (p) The Buyer shall not construct or permit to be constructed, erected or installed on the Lot any boundary fence:
 - (i) constructed from materials other than Riversand coloured colourbond with a Wavelok profile, brick, brushwood, limestone, timber slats or similar material that is complimentary to the Residence;
 - (ii) less than 1800 millimetres high; and
 - (iii) on the side of the Lot that does not extend from the rear of the Lot.

3.3 Restrictive Covenants – Use

The Buyer shall not:

Domestic Pets

- (a) raise, breed, keep or permit to be raised, bred or kept more than four (4) domestic pets on the Lot;

Signage

- (b) erect or permit to be erected any signage or advertisements on the Lot unless it is a builder's sign required during construction and is no more than 600mm x 600mm or a real estate sign associated with the sale of an established Residence (for the purposes of clarity signs for the sale of vacant land are not permissible however this restriction in no way prevents the Buyer from selling the Lot in the event an establish Residence has not yet been constructed on the Lot);

Vehicles

- (c) repair or maintain or permit to be repaired or maintained on the Lot any motor vehicle, boat, trailer or any other vehicle or machinery unless it occurs behind the font building line of the Residence and is screened from Public View;
- (d) park or permit to be parked commercial vehicles including trucks, buses and tractors (excluding panel vans and utilities) unless screened from Public View;

Rubbish

- (e) permit any rubbish disposal containers on the Lot to be in Public View except on days allocated by the local authority for rubbish collection;

Gardens

- (f) permit garden areas on the Lot within Public View to remain unlandscaped for four (4) months from the date of completion of the Residence;

Fencing

- (g) do or permit any act or thing which may cause the removal, alteration, marking or defacement of any existing fence or retaining wall on the Lot;

- (h) permit any existing fence or retaining wall on the Lot to fall into a state of disrepair or to become unsafe;
- (i) permit any tree, plant, building or any other thing to cause an existing fence or retaining wall on the Lot to become structurally unsound;
- (j) permit any existing fence or retaining wall on the Lot to be repaired or replaced unless the repair or replacement is in the same material, style and colour as the existing fence or retaining wall.

3.4 Miscellaneous Provisions

- (a) The Buyer acknowledges that the burden of the covenants in this Annexure runs with the Lot for the benefit of every other registered proprietor of the Lots and shall be enforceable against the Buyer and every subsequent registered proprietor of the Lot.
- (b) The Buyer acknowledges that each covenant is separate from the other and therefore if any covenant becomes invalid or unenforceable then the remaining covenants will not be affected and each remaining covenant will be valid and enforceable to the fullest extent permitted by law.
- (c) The Buyer acknowledges that it must comply with and observe the covenants and furthermore acknowledges that the Seller shall have no responsibility for enforcing the covenants, but reserves the right to do so.
- (d) The Buyer acknowledges that the covenants will not be modified, surrendered, released or abandoned whether wholly or partially.
- (e) The Buyer shall not make an application to any Court, the Registrar of Titles or Landgate for the partial or complete modification, removal or extinguishment of the covenants.
- (f) The covenants shall expire and cease to have effect from and including 31 December 2019.

Buyer: _____

Buyer: _____

Witness: _____

Witness: _____

Date: _____

Date: _____

Seller: _____

Seller: _____

Witness: _____

Witness: _____

Date: _____

Date: _____



BALDIVIS

ANNEXURE C – STAGE 5

LANDSCAPING & FENCING BONUSES

Lot _____, Heritage Park, Baldivis

1. Landscaping Bonus

1.1 Landscaping Works

Subject to clause 1.3 below, the Seller hereby agrees to provide the following:

- (a) the design, supply and installation of landscaping comprising planting beds, selected plants and turf, by a reputable landscape contractor nominated by the Seller, to an area in front of the building set back line not exceeding 115 square metres for a non-corner lot and 235 square metres for a corner lot;
- (b) 'Winter Green' instant roll-on turf to the garden and verge area in front of the building set back line (prior to installation of the turf, the soil beneath the turf area will be prepared with soil conditioner containing loam); and
- (c) an irrigation system limited to service the above specified areas only which shall consist of the following:
 - (i) fixed below ground 25 mm Class 9 / 20 mm Class 12 rigid PVC pipe work;
 - (ii) an automatic 6 station controller (8 station for corner lots) fixed to the outside wall of the Residence adjacent to the Western Power meter box;
 - (iii) pop up sprinklers to turf and a combination of fixed head and microspray sprinklers (in poly) to planting beds.

("the Landscaping Works").

1.2 Completion of Landscaping Works

Subject to the Buyer's compliance with the terms and conditions of this Annexure, the Landscaping Works shall be completed by the Seller as soon as reasonably possible after the date that the Buyer provides the Seller with notice pursuant to clause 1.3(a)(ii) below and the Buyer having the site suitably prepared for the Landscaping Works.

1.3 **Conditions of Landscaping Bonus**

- (a) This landscaping bonus is subject to and conditional upon:
- (i) the Buyer commencing construction of the Residence within 6 months of the Settlement Date and completing construction of the Residence within 2 years of the Settlement Date;
 - (ii) the Buyer, within 2 months of completion of the Residence, providing the Seller with written notice that the Residence has been completed;
 - (iii) the Buyer removing all rubbish and rubble and levelling the area to be grassed and reticulated in preparation for the Landscaping Works to commence. Where the proposed turfed area meets the kerb, driveway or path, the Buyer must ensure that the final level of the soil is approximately 40 millimetres below the top of that hard area of kerb, driveway or path;
 - (iv) the Buyer not breaching any of the terms and conditions of this Contract including the restrictive covenants as set out in Annexure B of this Contract;
 - (v) the Buyer submitting and receiving approval for their building plans by the Heritage Park Covenant Administrator prior to the building plans being submitted to the City of Rockingham; and
 - (vi) the Buyer installing a 90 millimetres PVC stormwater pipe beneath the driveway, offset 4 metres from the front of the garage. The storm water pipe will assist in minimising disruption to paving which may otherwise occur during installation of the irrigation system.
- (b) In the event that the Buyer does not comply with the conditions set out at clause 1.3(a) above then the Seller is under no obligation to provide the Landscaping Works to the Buyer.

1.4 **Buyer's Acknowledgments**

The Buyer acknowledges:

- (a) the Landscaping Works do not include rockeries, retaining walls or any other type of landscaping treatments other than selected plants included as part of the Landscaping Works at the Seller's absolute discretion;
- (b) the irrigation system shall reticulate the front lawn areas and garden beds installed as part of the Landscaping Works. Any costs to modify the irrigation system i.e. to increase the watering area, shall be borne by the Buyer;
- (c) a 12-month warranty period covers faulty workmanship of the manufactured goods only including valves, sprinklers, controllers and pipework; and
- (d) that this landscaping bonus is not transferable to a third party and will become null and void should the Property be on-sold to another party.

2. **Fencing Bonus**

2.1 **Fencing Works**

Subject to clause 2.3 below, the Seller hereby agrees to provide side and rear boundary Colourbond fencing (WaveLok 'Good Neighbour Fence') to be installed on the side boundaries of the Property up to the front building line and the rear boundary of the Property ("the Fencing Works").

2.2 **Completion of Fencing Works**

Subject to the Buyer's compliance with the terms and conditions of this Annexure, the Fencing Works shall be completed by the Seller as soon as reasonably possible after the date that the Buyer provides the Seller with notice pursuant to clause 2.3(a)(ii) below.

2.3 **Conditions of Fencing Bonus**

- (a) This fencing bonus is subject to and conditional upon:
- (i) the Buyer commencing construction of the Residence within 6 months of the Settlement Date and completing construction of the Residence within 2 years of the Settlement Date;
 - (ii) the Buyer within 2 months of completion of the Residence providing the Seller with written notice that the Residence has been completed;
 - (iii) the Buyer not breaching any of the terms and conditions of this Contract including the restrictive covenants as set out in Annexure B of this Contract; and
 - (iv) the Buyer submitting and receiving approval for its building plans by the Heritage Park Covenant Administrator prior to the building plans being submitted to the City of Rockingham.
- (b) In the event that the Buyer does not comply with the conditions set out at clause 2.3(a) above then the Seller is under no obligation to provide the Fencing Works to the Buyer.

2.4 **Buyer's Acknowledgments**

The Buyer acknowledges:

- (a) that it shall not be entitled and agrees not to claim any amounts back from any adjoining lot owners for fencing supplied by the Seller;
- (b) in the event that any boundary of the Property already has a fence then the Seller's obligation under this incentive shall be limited to constructing a boundary fence only on any unfenced side or boundary of the Property;
- (c) in the event that the Buyer does not comply with the conditions set out at clause 2.3(a) and the Seller does not provide the Fencing Works or the Seller does not supply the Fencing Works for any other reason, the Buyer agrees to erect fencing to the quality and standard as the fencing that would have been provided by the Seller as part of the Fencing Works;
- (d) that this fencing bonus is not transferable to a third party and will become null and void should the Property be on-sold to another party;
- (e) that the Seller does not guarantee that the Fencing Works, if provided by the Seller pursuant to this clause, will be located on the exact boundary of the Property. The Buyer shall not make any objection, requisition or claim for compensation against the Seller or any employee or agent of the Seller if the Fencing Works are not constructed on the exact boundary of the Land.

Buyer: _____

Witness: _____

Date: _____

Seller: _____

Witness: _____

Date: _____

Buyer: _____

Witness: _____

Date: _____

Seller: _____

Witness: _____

Date: _____



BALDIVIS

ANNEXURE D – STAGE 5

ADVICE TO PURCHASERS BUYING BLOCKS “OFF THE PLAN”

Lot _____, Heritage Park, Baldivis

You are signing a contract for the purchase of what is described in this Contract as the Property. Currently, the Property is not yet a separate Lot with its own Certificate of Title.

Also, the physical construction of the Property as a separate Lot may not yet be complete and may not be complete at Settlement. For example: all retaining walls and roads may not be completed and drainage, water supply and sewerage may not yet be reticulated to the Property.

You need to be aware that:

- **the separate Certificate of Title for the Property may not be issued for quite some time; and**
- **the separate Certificate of Title may issue and you may be required to settle the purchase of the Property before the physical construction of the Property as a separate Lot is complete.**

Issue of a separate Certificate of Title

When you have been talking to the Seller or the Seller’s Agent about the Property, you may have been given an estimate of the likely or possible time it will take for the separate Certificate of Title to issue.

You need to be aware that any date which you have been advised as being the date by which the separate Certificate of Title will have been issued is an estimate only. In making your plans for the Property (for example: raising finance or entering into a building contract to build your home), you need to take into account the fact that the actual timeframe for the issue of the separate Certificate of Title may be significantly shorter or longer than the estimated date given to you (perhaps by a period of several months). The reason for this is that there are a number of things which need to happen in order for a separate Certificate of Title for the Property to issue and a lot of these things are beyond the Seller’s direct control.

You should ask the Seller or the Seller’s Agent to keep you up to date regarding the issue of the separate Certificate of Title. Once again, any estimate by or on behalf of the Seller of the likely date for the issue of a separate Certificate of Title is an estimate only. The Seller or the Seller’s Agent will not be responsible for any loss you may incur if the separate Certificate of Title is not issued by the estimated date.

Physical construction of the Property as a separate Lot

You need to be aware that one of things which is not a requirement for the issue of the separate Certificate of Title is the completion of the physical construction of the Property as a separate Lot.

You need to bear this in mind if you are planning to start building a house on the Property shortly after Settlement. The fact that, at Settlement, physical construction of the Property may not be complete may cause delays in construction of your house. As some building contracts contain provisions for price increases over time, the delays in construction resulting from the fact that the physical construction of the Lot has not been completed may cause the cost of constructing your house to increase. You should consider this carefully before entering into the building contract as the Seller will not be responsible for any building price increases as a result of any delays in completing the physical construction of the Property.

Please note that this Annexure is advisory in nature only and is provided as a courtesy to you, the Buyer. It is merely a guide intended to help you to understand some of the important issues concerning your purchase of the Property and, in particular, the timing for Settlement. This Annexure does not modify, negate or alter in any way any of the conditions of the Contract including, without limitation, Annexure A or the 2009 General Conditions. You should not rely on this Annexure as a substitute for reading the Contract or obtaining independent legal advice in respect of any matters you are unsure of. In fact, if there are matters you are unsure of, you should not sign the Contract until you have obtained your own independent legal advice and, as a result, are satisfied that you now understand the matter in question.



HERITAGE
P A R K

BALDIVIS

ANNEXURE E – STAGE 5

DRAFT DEPOSITED PLAN

Lot _____, Heritage Park, Baldivis

VER	AMENDMENT	AUTHORISED BY	DATE

LIMITED IN DEPTH TO 60.96 METRES

INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(6A)	EASEMENT (SEWERAGE)	SEC 167 OF THE P & D ACT REG 6	DP 61888	LOT 9005	WATER CORPORATION	
(33a)A	EASEMENT (DRAINAGE)	SEC 167 OF THE P & D ACT REG 33(a)	DP 66721	LOT 9005	CITY OF ROCKINGHAM	
(33b)A	EASEMENT (SEWERAGE & WATER SUPPLY)	SEC 167 OF THE P & D ACT REG 33(b)	DP 66721	LOT 9005	WATER CORPORATION	
(33b)D	EASEMENT (SEWERAGE)	SEC 167 OF THE P & D ACT REG 33(b)	DP 66721	LOT 9005	WATER CORPORATION	
(33c)A (33c)B	EASEMENTS (ELECTRICITY SUPPLY)	SEC 167 OF THE P & D ACT REG 33(c)	DP 66721	LOT 9005	ELECTRICITY NETWORKS CORPORATION	
(33b)F (33b)G	EASEMENTS (WATER SUPPLY)	SEC 167 OF THE P & D ACT REG 33(b)	THIS PLAN	LOT 9005	WATER CORPORATION	
(33b)E	EASEMENT (SEWERAGE)	SEC 167 OF THE P & D ACT REG 33(b)	THIS PLAN	LOT 9005	WATER CORPORATION	
(33c)E (33c)F (33c)G	EASEMENTS (ELECTRICITY SUPPLY)	SEC 167 OF THE P & D ACT REG 33(c)	THIS PLAN	LOT 9005	ELECTRICITY NETWORKS CORPORATION	
LOT 457	RESERVE FOR RECREATION	VESTS IN THE CROWN UNDER SEC 152 OF THE P & D ACT	THIS PLAN	ALL LOTS EXCEPT LOTS 357-363, 457 & 9005	ALL LOTS EXCEPT LOTS 357-363, 457 & 9005	
	NOTIFICATION	SEC 70A OF THE TLA	DOC	ALL LOTS EXCEPT LOTS 457 & 9005		CITY OF ROCKINGHAM
	NOTIFICATION	SEC 70A OF THE TLA	DOC	LOTS 357-363		CITY OF ROCKINGHAM



**PRELIMINARY ONLY UNLODGED VERSION
SUBJECT TO LANDGATE AUDIT**

This plan is
 -Current as at 09.03.2011
 -Subject to change without notice
 -Not intended for design use, a **LANDGATE CERTIFIED**
CORRECT copy should be obtained for such purposes.

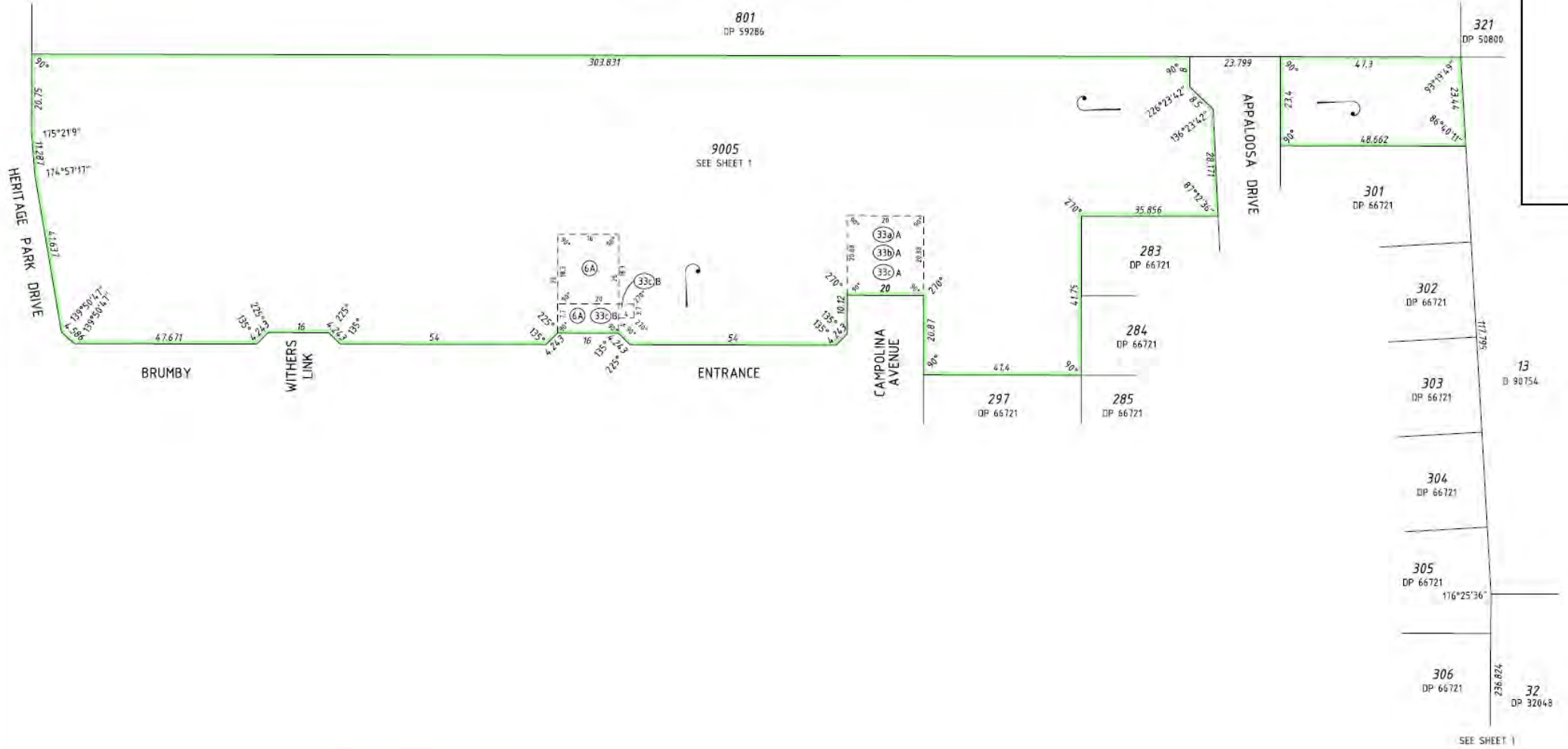
SEE SHEET FOR SURVEY INFORMATION

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES

TYPE FREEHOLD	
PURPOSE SUBDIVISION	
PLAN OF	
LOTS 357-369, 384-405, 407-413, 457, 9005, ROADS, EASEMENTS & RESTRICTIVE COVENANT	
DISTRICT PEEL ESTATE (COCKBURN SOUND)	SSA YES/NO
TOWNSITE	FORMER TENURE
DPI FILE	LOT 9004 DP 66721 C/T 2758/365
LOCAL AUTHORITY CITY OF ROCKINGHAM	
LOCALITY BALDVIS	
INDEX ON SEE SMART PLAN	FIELD BOOK 101784 (SMA425)
SCALE: 1:2000 AT A2 SIZE ALL DISTANCES ARE IN METRES	
SURVEYOR'S CERTIFICATE - Reg 54 GREGORY JOHN IRELAND	SURVEYOR'S DECLARATION - Limited liability I hereby certify that this is a correct and accurate representation of the subject land, and that I am a registered surveyor in accordance with the relevant provisions of the relevant legislation to which it is subject.
Issued Surveyor: _____ Date: _____	Witnessed Surveyor: _____ Date: _____
SURVEYING & DRAFTING BY WHELAN'S (WA) PTY LTD (100 BALDVIS RD)	
LODGED	TYPE OF VALIDATION APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION
DATE	FILE 136178
FEE PAID	DELEGATED UNDER 5.6(1) OF THE ACT 2005
ASSESS NO.	
IN ORDER FOR DEALINGS	
SUBJECT TO	
FOR INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE	
APPROVED REG 26A (A)	
INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER DATE	
<p>Western Australian Land Information Authority</p>	
DEPOSITED PLAN	
70574	
SHEET 1	OF 1
VERSION 1	



FOR HEADING SEE SHEET 1
 FOR INTERESTS AND NOTIFICATIONS SEE SHEET 1
 LIMITED IN DEPTH TO 60.96 METRES



**PRELIMINARY ONLY UNLOGGED VERSION
 SUBJECT TO LANDGATE AUDIT**

This plan is:
 -Current as at 09.03.2011
 -Subject to change without notice.
 -Not intended for design use, a **LANDGATE CERTIFIED**
CORRECT copy should be obtained for such purposes.

SCALE: 1:750 AT A2 SIZE
 ALL DISTANCES ARE IN METRES

Unrevised Surveyor: _____ Date: _____

whelans
 WHELANS (WA) PTY. LTD
 (08) 9443 1511 www.whelans.com.au
 s2/p/whelans/00-0515/contractor/0515/0002/00
 PP-10511-028-VER 1.0

Landgate
 Western Australian Land Information Authority

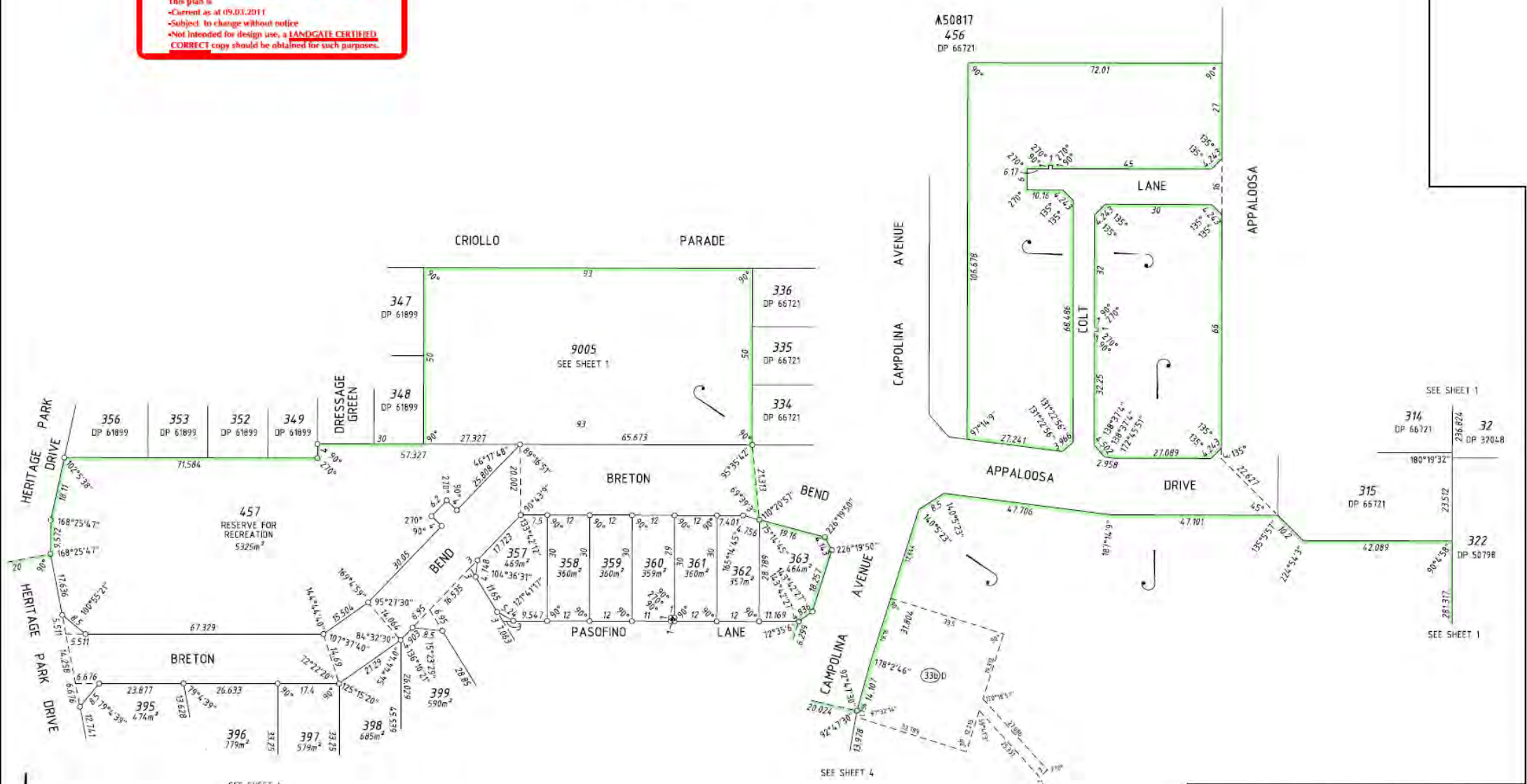
DEPOSITED PLAN
70574

SHEET: 2 of 4
 REVISION: 1

FOR HEADING SEE SHEET 1
 FOR INTERESTS AND NOTIFICATIONS SEE SHEET 1
 LIMITED IN DEPTH TO 60.96 METRES

**PRELIMINARY ONLY UNLODGED VERSION
 SUBJECT TO LANDGATE AUDIT**

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 -Not intended for design use, a **LANDGATE CERTIFIED**
CORRECT copy should be obtained for such purposes.



SCALE 1:750 AT A2 SIZE
 ALL DISTANCES ARE IN METRES

Licensed Surveyor: _____ Date: _____

whelans
 WHELANS (WA) PTY. LTD.
 (08) 9443 1511 www.whelans.com.au
 47 Greenfield Road, Perth WA 6000
 P.O. Box 1028, Perth WA 6000

Landgate
 Western Australian Land Information Authority

DEPOSITED PLAN
70574

SHEET 3 of 4
 BLOCK 1

FOR HEADING SEE SHEET 1
 FOR INTERESTS AND NOTIFICATIONS SEE SHEET 1
 LIMITED IN DEPTH TO 60.96 METRES



**PRELIMINARY ONLY UNLOGGED VERSION
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CORRECT copy should be obtained for such purposes.

9005
 SEE SHEET 1

SCALE: 1:750 AT A2 SIZE ALL DISTANCES ARE IN METRES

Whelans Survey Date



WHELANS (WA) PTY LTD
 (08) 9443 1511 www.whelans.com.au
 s:\projects\9005\1511\cert\1511\1511041010
 PP-1511-028-VER 1.0



Landgate
 Western Australian Land Information Authority

DEPOSITED PLAN
70574

SHEET 4 OF 4
 PERIOD 1



HERITAGE
P A R K

BALDIVIS

ANNEXURE F – STAGE 5

DRAFT DETAILED AREA PLAN

Lot _____, Heritage Park, Baldivis

DETAILED AREA PLAN R-CODE VARIATIONS

R-CODING

1. The Residential Design Code applying to these lots is R30.

SCHEME AND RESIDENTIAL DESIGN CODE VARIATIONS

2. The provisions of Town Planning Scheme No 2 and the Residential Design Codes are varied as described in clauses 5 - 7 below.
3. The requirements of Town Planning Scheme No 2 and the Residential Design Codes shall be satisfied in all other matters.
4. Consultation with adjoining landowners to achieve a variation to the Residential Design codes, where provided for by the Detailed Area Plan, is not required.

DESIGN ELEMENTS

5. The following requirements apply to the development of lots affected by the Detailed Area Plan (DAP):
 - a) All dwellings (including ancillary development) must be constructed within the nominated building envelope.
 - b) At least one major opening to an indoor living area is to be installed on the northern elevation of a dwelling in order to maximise solar orientation, and all north facing walls containing windows or doors shall incorporate eaves of a minimum overhang of 400mm to provide passive shade during the summer.
 - c) The dwelling must address Breton Bend, where applicable through design, materials and major openings.
 - d) A minimum private open space provision of 40% is applicable.

SETBACKS

6. Setbacks for development shall be in accordance with the following: (all other setbacks shall be in accordance with the Residential Design Codes):
 - a) Setback from Breton Bend: Minimum 3.0m, Maximum 5.0 setback.
 - b) A nil ground floor setback is permissible where indicated on the DAP where walls are not higher than 3.5m with an average of 3.0m for two-thirds the length of the boundary behind the front setback.
 - c) The minimum second storey setback where indicated on the DAP shall be 1.5m.

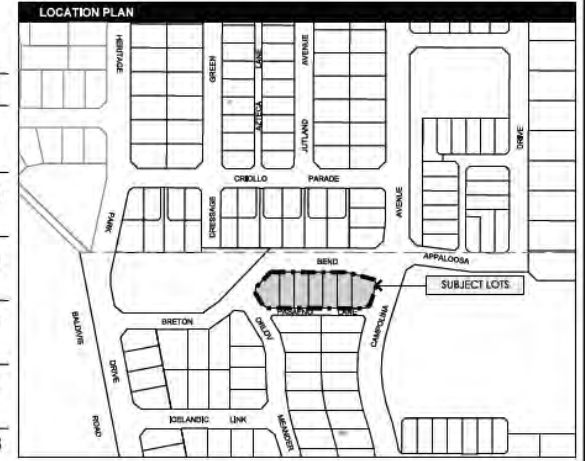
GARAGES

7. Garages are to be located on the DAP with a minimum setback of 0.5m and a maximum setback of 1.5m. An alternative garage location to that shown on the DAP may be approved by the Manager, Building Services subject to the design meeting solar orientation principles, streetscape objectives and statutory requirements.

ENDORSEMENT TABLE

This Detailed Area Plan has been adopted by Council and signed by the Manager, Statutory Planning

Manager, Statutory Planning _____
Date _____



DRAFT

LEGEND

- Building Envelope
- Preferred Garage Location
- Designated Garage Location
- Designated Nil Setback
- 1.5m Second storey setback
- Vehicular Access Prohibited
- Visually Permeable Fencing by Developer (no vehicular access)

Detailed Area Plan - Lots 357-363 Pasafino Lane
HERITAGE PARK STAGE 5
A ROCKINGHAM PARK PTY LTD PROJECT

TAYLOR BURRELL BARNETT

DATE: 05/10/2025
DRAWN: [Name]
CHECKED: [Name]
DATE: 02/12/2010
PLANNER: [Name]
DRAWN: [Name]

SCALE: 1:1000/AS
0 10 20

Taylor Burrell Barnett Town Planning & Design
127 Roberts Road, Inglewood, Western Australia 6209
P: (08) 9382 2511 F: (08) 9382 4386 E: admin@tbb.com.au

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ANNEXURE G
HOUSE AND LAND PACKAGE PURCHASE – STAGE 5

1. The Sellers accept this offer on the condition that the Buyers build a home on the lot with either:
Summit Homes OR
Lifestyle Homes OR
New Generation Homes

All of which are brands built by the Summit Homes Group.

2. a) The Buyers acknowledge that they will sign a building contract for construction of a home on the lot on or before _____

b) If the building contract is not signed within this time, this contract becomes null and void and the deposit will be returned to the Buyers.

3. The parties acknowledge that this contract is conditional upon the Buyer obtaining written Finance Approval on or before twenty eight (28) days from signing of the building contract and that settlement will be due on or before twenty eight (28) days from Finance Approval.

4. The Buyers acknowledge that they are entitled to receive the Fencing, Technology and Landscaping Bonus set out in Annexure B only if the Buyer signs a building contract on or before the date set out in Clause 2a) and finance being approved as required in Clause 3 above.

Buyer: _____

Buyer: _____

Witness: _____

Witness: _____

Date: _____

Date: _____

Seller: _____

Witness: _____

Date: _____