

Annexure A
STANDARD RESIDENTIAL LOTS

1. Restrictive Covenant

1.1 The Property is sold subject to the restrictive covenants set out below (“Restrictive Covenants”) which will be registered against the Certificate of Title to the Property prior to settlement:

“The registered proprietor covenants:

- (1) *Not to construct, erect or install or permit to be constructed, erected or installed on the Lot without the prior written approval of the transferor or the Project Manager:*
 - (a) *Where the Lot is less than 400 square metres in area, any single house other than a single, private, non-transportable dwelling house having a floor area of 135 square metres or more and being constructed predominantly of clay face brick, painted cement rendered brick or stone elevations. The area of such dwelling is to be calculated so as to exclude any areas comprised in any garages, storerooms, verandas, balconies, pergolas and other out-buildings of any nature whatsoever;*
 - (b) *Where the Lot is equal to or greater than 400 square metres in area, any single house other than a single, private, non-transportable dwelling house having a floor area of 160 square metres or more and being constructed predominantly of clay face brick, painted cement rendered brick or stone elevations. The area of such dwelling is to be calculated so as to exclude any areas comprised in any garages, storerooms, verandas, balconies, pergolas and other out-buildings of any nature whatsoever;*
 - (c) *Where the Lot area is equal to or greater than 600 square metres in area, and single house shall be set out as in 1(b) above. Where two primary dwellings are built on the Lot, they shall each have a floor area of 130 square metres or more with the same conditions as set out in 1(b);*
 - (d) *Any dwelling having a roof pitch of less than 24 degrees, or any dwelling with a roof constructed of zinalume or any other significantly reflective material;*
 - (e) *Any dwelling not having at least one feature (for example, a gable, bay window, verandah, portico, window hood) to the front façade to add visual interest;*
 - (f) *Any single house without, at the same time providing an enclosed garage for not less than two motor vehicles, parked side by side, which:*
 - (i) *Includes a garage door sufficient to completely screen the interior of the garage from the street;*
 - (ii) *Is built under the main roof of the dwelling, or constructed in a manner that matches the dwelling house in respect of the design, materials used, roof pitch and external appearance, including colour and quality of appearance; and*
 - (iii) *Includes a driveway and cross-over constructed of brick paving or exposed aggregate and extending to the road kerb in the same material;*
 - (g) *Any pergola or like structure which is visible from the street or road adjacent to the Lot or from adjacent lots unless the pergola or like structure is constructed of the same materials and of the same colour and style as the walls and the roof of the main dwelling constructed on the Lot;*
 - (h) *Any retaining wall that faces a street frontage unless constructed of:*
 - (i) *The same brick or with the same finish as the walls of the main dwelling on the Lot; or*
 - (ii) *The same material as used by the Developer in the construction of retaining walls for the estate;*
 - (i) *Any fence forward of the front building line of the dwelling house or any fence to the front boundary facing the street;*

- (j) *Any fence to the rear of the front building line of the dwelling house unless the fence is capped and the colour of such fence is the colour "Riversand" as specified by BlueScope Steel Limited in its Colorbond fencing colour range or a substantially equivalent colour;*
 - (k) *Any free-standing structure (including a garden shed) of 9 square metres or less, unless such structure:*
 - (i) *Is substantially hidden from public view from immediately adjacent streets and parks;*
 - (ii) *Is not constructed of zincalume or any other significantly reflective material; and*
 - (iii) *Does not project above the height of any surrounding boundary fence by more than 300mm;*
 - (l) *Any free-standing structure (including a garden shed) of greater than 9 square metres but less than 36 square metres, unless such structure:*
 - (i) *Is substantially hidden from public view from immediately adjacent streets and parks;*
 - (ii) *Is not constructed of zincalume or any other significantly reflective material; and*
 - (iii) *Does not project above the height of any surrounding boundary fence by more than 600mm;*
 - (m) *Any free-standing structure (including a garden shed, storage she or work shed) in excess of 36 square metres, unless such structure matches the dwelling in respect of materials used, design and external appearance including colour and quality of construction;*
 - (n) *Any structure attached to the dwelling house, unless such structure matches the dwelling house in respect to materials used, design and external appearance including colour and quality of construction, unless it is hidden from public view;*
 - (o) *Any hot water heater, clothes line, satellite or cable dish, or rainwater tank except in accordance with the manufacturer's instructions and which is hidden from public view;*
 - (p) *Any air conditioner or evaporative cooler except in accordance with the manufacturer's instructions and which is of a similar colour to the roof; and*
 - (q) *A letterbox which is not located adjacent to the driveway, clearly numbered, or does not match or compliment the residence;*
- (2) *Not to park or allow to be parked on the Lot or on the road reserve next to or adjacent to the Lot any commercial vehicles including trucks, utilities, caravans, boats, trailers, or any other mobile machinery ("Commercial Vehicles") unless such Commercial Vehicles are housed or contained wholly within the Lot and are hidden from public view;*
 - (3) *Once a dwelling house is completed, not to drive or permit or allow to be driven any vehicles over the Lot unless those vehicles are driven over driveways and crossovers constructed on the Lot;*
 - (4) *Not to conduct or permit to be conducted any repairs or restorations of any motor vehicle, boat, trailer, aircraft, or any other vehicle, on the Lot or any part other than wholly within a garage on the Lot or any part thereof;*
 - (5) *Not to damage, alter, extend, build up or affect the visual appearance of any retaining wall on the land unless first approved by the Project Manager;*
 - (6) *Not to allow the front yard and verge abutting the Lot to become overgrown or invaded by weeds or to fall into a state of disrepair or damage any trees planted on the verge abutting the Lot;*

- (7) *Not to erect or display on the Lot any sign hoarding or advertising of any description whatsoever, except for professional signage advertising the sale or lease of a fully completed dwelling house constructed on the Lot or advertising a business operating from the Lot, provided such sign does not exceed 500mm by 500mm in its dimensions. Any sign or advertising material erected or displayed on the Lot in breach of this covenant may be removed without notice by the Project Manager.*
- (8) *Not to permit or authorise any part of a residence constructed on the Lot to be used in any way directly or indirectly for any retail, business, commercial or non-residential purpose other than a business purpose which is quiet and unobtrusive and which does not in any way detract from the general amenity of the Lot;*
- (9) *Not to raise, breed or keep or permit to be raised, bred or kept any insects, reptiles, animals, livestock or poultry on any part of the Lot provided that this restriction does not operate to prevent the Transferee from keeping domestic pets on the Lot;*
- (10) *Not to accumulate or permit to accumulate any rubbish, trash or garbage or other waste material on any part of the Lot except in appropriate waste container located in appropriate areas which are screened or concealed from view so as not to be visible from any street on to which the Lot fronts; and*
- (11) *Not to park, keep or store or allow to be parked, kept or stored on the Lot or on the road reserve next to or adjacent to the Lot any sea container or similar transportable storage unit, any unlicensed motor vehicle, any commercial, industrial or agricultural machinery of any kind having either a length, width or height that exceeds 2 metres, or any other thing that would breach the City of Mandurah's Consolidated Local Law by parking, keeping or storing the item on the Lot or the road reserve next to or adjacent to the Lot.*

*The above covenants shall endure for the benefit of and run at law and in equity with every allotment on the plan of subdivision of which the Lot forms part until **31 December 2030** to the intent that the same shall bind the registered proprietor, its transferees, executors, administrators, successors in title and assigns for the benefit of the registered proprietor or proprietors of the remainder of the lots comprised in the said plan of subdivision or any part or parts thereof."*

1.2 The Buyer, for itself and its successors in title, covenants with the Seller to:

- (a) Observe and perform the Restrictive Covenants; and
- (b) Indemnify the Seller from and against any breach or failure to observe and perform the Restrictive Covenants.

1.3 The Buyer acknowledges the Restrictive Covenants will only encumber residential lots created by the Transferor and that there may be lots on the Deposited Plan which will be designated for non-residential purposes and that those lots will not be subject to the Restrictive Covenants.

1.4 The Seller advises the Buyer and the Buyer acknowledges that the Restrictive Covenants set out in Clause 1.1 hereof are provisional only and are subject to alteration at the request of the City of Mandurah ("City) and / or the Western Australian Planning Commission ("WAPC") prior to Settlement. Should such alterations be required by the City and / or the WAPC, the Seller shall duly advise the Buyer of such alterations, following which the Buyer shall be entitled, at any time up to seven (7) days thereafter, to terminate this Contract by notice in writing to the Seller, whereupon the Seller will refund the Buyer's Deposit in full and neither the Buyer nor the Seller shall have any further claim against the other. In the event that the Buyer, having received notice of such alteration, does not advise the Seller of its intention to

terminate this Contract as provided above within seven (7) days, the Buyer shall be deemed to have accepted such variations as if they were incorporated in full herein.

- 1.5 In addition to the requirement for the Buyer to comply with the Restrictive Covenants, the Buyer also agrees that they will landscape the front of the Lot and adjacent verge (including side verge for corner lots) to a standard reasonably required by the Seller within 6 months of the dwelling house on the Lot being completed and occupied by the Lot owner or any other resident of the Lot, failing which the Seller may arrange to have the landscaping completed at the Buyer's cost.

2. Special Condition Relating to the Golf Course

- 2.1 The Buyer acknowledges and agrees that due to the position of the Property being near the Meadow Springs Golf Course (the "Golf Course") that there may be some inconvenience or danger or potential hazards in occupying the Property and in particular, the Buyer acknowledges that:
- (a) In some instances there may be inconvenience or danger or damage caused due to errant golf balls being hit onto the Property; and
 - (b) There may be a need for maintenance works to be carried out by machinery operating on the Golf Course outside normal hours.
- 2.2 The Buyer has agreed to purchase the Property being fully aware of and accepting that there may be inconvenience and danger and potential hazards for some of the reasons aforesaid and the Buyer covenants with the Seller that the Buyer shall not take any action of whatsoever nature (whether directly or indirectly) against the Seller relating to operation of the Golf Course, the position of the fairways or greens or any part thereof, or maintenance works which may be carried on outside normal working hours.
- 2.3 The Buyer acknowledges that its purchase of the Property gives no entitlement or association with the adjacent Meadow Springs Golf and Country Club. In addition, the Buyer acknowledges that the Meadow Springs Golf and Country Club is privately owned land.

3. Notification

The buyer is aware that the property will be encumbered by a Notification pursuant to Section 165 of the *Planning and Development Act 2005* which will read substantially as follows:

"This lot is in close proximity to known mosquito breeding areas. The predominant mosquito species is known to carry Ross River Virus and other diseases."

4. Re Survey and Set Backs

- 4.1 The Seller makes no warranty in relation to the accurate location of any survey pegs which may be on the land and is not obliged to maintain any survey pegs marking the boundary of the Property. The Buyer agrees to bear the cost of any replacement pegs or resurvey required to identify the boundaries of the Property.
- 4.2 The Buyer acknowledges and agrees that owners of adjoining land will be permitted to construct a dwelling on the boundary of the Property with a zero setback and that the Seller may provide such consent where the Lot is unsold at the time of receipt of the request from the adjoining buyer. The Seller is under no obligation to disclose the details of any consent provided to an adjoining land owner unless the Seller received a written request from the Buyer and sent to the Project Manager.

5. Dividing Fences

5.1 Subject to Annexure B, if any, the Buyer:

- (a) Covenants with the Seller that so long as the Seller remains registered as the proprietor of any land adjoining the boundaries of the Property, the Buyer will not make any claim against the Seller for any contribution to the cost of erecting any dividing fences or walls under the provisions of the *Dividing Fences Act 1961* or otherwise howsoever including any sums or liabilities which the Seller may have incurred with any adjoining owners; and
- (b) Agrees that the provisions of this clause may be pleaded by the Seller as an absolute bar to any action for relief or claim for compensation made by the Buyer against the Seller.

5.2 Upon request, the Buyer will provide the Seller with details of all costs of such dividing fences or other information as may be required by the Seller to satisfy any inquiry in that regard by the Buyer of any other lot on the Plan of Subdivision.

6. GST

The Purchase Price is inclusive of GST.

7. Clarification, Modification & Exclusion of General Conditions

7.1 Condition 4.2 of the General Conditions shall be modified to the extent that the Seller will not be liable to allow for compensation to the Buyer at the Prescribed Rate on the balance of the Purchase Price payable at Settlement for any reason.

7.2 For the purposes of Condition 7.4(b) of the General Conditions the Seller gives notice to the Buyer that the Seller is the registered proprietor of land other than the Land and the Land and that other land are liable to Land Tax.

7.3 Condition 7.6 of the General Conditions is excluded and the Buyer expressly acknowledges that the Seller is a land developer and as a consequence receives a bulk assessment from the Office of State Revenue ("Bulk Assessment") for all land tax payable by the Seller in respect of its entire land holdings. Regardless of any clause in the General Conditions that might otherwise oblige the Seller to pay land tax in relation to the Property at or prior to Settlement, the Buyer acknowledges and agrees that the Seller will not be required to pay any land tax in respect of the Property until the Seller has received its Bulk Assessment. The Seller undertakes to the Buyer to pay its Bulk Assessment within the time frame stipulated for payment in the Bulk Assessment. The Buyer must pay to the Seller the Buyer's proportion of Land Tax at Settlement.

7.4 Condition 13.2(c) of the General Conditions is deleted and the following subclause 13.2(c) is inserted in its place:

"13.2(c) Where a condition specified in subclause (b) is not satisfied on or before the relevant date specified in subclause (a) then either party may terminate the Contract by written Notice to the other. In the event of such termination the provisions of Clause 13.7(c) will apply."

7.5 The time period referred to in Clause 13.3(a)(1) of the General Conditions shall be altered to twenty four (24) months and the time period referred to in Clause 13.3(a)(2) of the General Conditions shall be altered to six (6) months.

7.6 Conditions 13.4(c) and (d) of the General Conditions are deleted.

7.7 Condition 13.5(a) of the General Conditions is deleted and the following subclause 13.5(a) is inserted in its place:

“13.5(a) If the Planning Commission grants approval for the subdivision of the Lot from the original Land subject to a condition or requirement which the Seller acting reasonably:

(1) is unwilling to comply with; or

(2) considers to be prejudicial,

then the Seller may within 90 Days of being notified of the condition or requirement, elect by Notice to the Buyer to terminate the Contract.”

7.8 Conditions 13.5(d and (e) of the General Conditions are deleted.

7.9 Condition 13.7(a) of the General Conditions is deleted and the following subclause 13.7(a) is inserted in its place:

“13.7(a) If either condition specified in clause 13.3(a) is not satisfied within the time specified in clause 13.3, then either party may terminate the Contract by written Notice to the other. In the event of such termination subclause (c) will apply.”

7.10 Clause 15 of the General Conditions shall not apply and any error or misdescription in respect of the Property will be dealt with as set out in Clause 9 of this Annexure A.

7.11 Condition 24.18 of the General Conditions is deleted.

7.12 The Buyer, having made its own enquiries, agrees not to make Requisitions on Title to the Seller who makes no representations and gives no warranties in relation to the Property other than those specifically contained in this contract and in the General Conditions.

8. Buyer's Acknowledgements

The Seller advises the Buyer and the Buyer:

(i) acknowledges; and

(ii) undertakes to make any subsequent Buyer of the Lot aware via appropriate notifications in any sale contract for the Property:

8.1 That retaining walls and/or fences may have been erected by the Seller within the boundaries of the Property. The Buyer will not alter or remove and fencing erected by the Seller without the Seller's prior written permission. The Buyer acknowledges that the Buyer has satisfied itself as to the location and construction of the retaining walls and/or fences and any building restrictions which may result.

8.2 That the Buyer has satisfied itself with respect to the physical characteristics of the Property, including (but not limited to) soil types, levels, slopes and vegetation and any impacts including (but not limited to) building restrictions or costs which may result;

8.3 That, in the event that the land the subject of this offer is a proposed residential lot to be created by subdivision:

(a) The Seller shall use its best endeavours to complete the subdivision of the land of which the Property forms part so as to create the Property and achieve the issuance of a separate Certificate of Title to the Property;

(b) The Buyer shall not at any time prior to Settlement of this Contract of Sale be entitled to caveat the Property or any other property of which the Property currently forms part; and

(c) Notwithstanding the Settlement Date nominated in the Contract of Sale, settlement of the purchase of the Property by the Buyer cannot proceed until the Certificate of Title to the Property had issued. The Buyer acknowledges that house construction may not commence until after Settlement has taken place, and agrees that the Seller will not be responsible for any additional building costs or any other costs that may result from Settlement being delayed until the Certificate of Title to the Property has issued.

8.4 That the Project Manager may from time to time release details of the Buyer's name and address to buyers of adjoining land.

8.5 That the proposed development of the adjoining and surround land may vary in nature in the future. Such variations may include grouped housing site(s), strata titled development, retirement village and alternative subdivision layouts.

9. Errors & Misdescriptions

9.1 In this Clause:

<i>Area</i>	means the area of the Property;
<i>Boundary</i>	means any boundary of the Property;
<i>Encumbrance</i>	means any legal restriction or encumbrance (including but not limited to easements) on the Property;
<i>Sales Plan</i>	means the plan attached to this Contract or previously given to the Buyer which identifies the Property; and
<i>Subdivision Plan</i>	means the subdivision plan or diagram approved by the Titles Office as being in order for dealing on which the Property is shown.

9.2 The Seller may vary the Plan of Subdivision as it reasonably considers necessary or as may be required by any Authority.

9.3 If the Area shown on the Sales Plan varies by less than or equal to 5 square metres from the Area shown on the Subdivision Plan, the error or misdescription of the Property will not annul the sale and nor will such variation entitle the Buyer to compensation. If a Boundary dimension on the Sales Plan varies by less than or equal to 0.30m from the dimension shown on the Subdivision Plan, the error or misdescription of the Property will not annul the sale and nor will such variation entitle the buyer to compensation.

9.4 If the Area shown on the Sales Plan varies by more than 5 square metres from the Area shown on the Subdivision Plan, the Buyer may terminate the Contract by notice in writing to the Seller at any time prior to the Settlement Date. If a Boundary dimension on the Sales Plan varies by more than 0.30m from the dimension shown on the Subdivision Plan, the Buyer may terminate the Contract by notice in writing to the Seller at any time prior to the Settlement Date.

9.5 If the Buyer terminates the Contract under Clause 9.4, the Seller must return the Deposit to the Buyer and neither party shall have any claim against the other, nor will the Buyer have a claim against the Seller's Agent.

9.6 If the Buyer does not terminate the Contract under Clause 9.4, the Buyer will be deemed to be satisfied with the Property and the error or misdescription of the Property will not annul the sale and nor will the Buyer be entitled to compensation.

9.7 The General Conditions are varied by the addition of Clause 2.7(d) which provides as follows:

2.7(d) If the Buyer does not terminate the Contract in accordance with 2.7(a), the Buyer shall have no claim or right of action against the Seller or the Seller's Agent arising

from the Property being subject to any Encumbrance not notified on the Subdivisional Plan.

10. Finance

- 10.1 If in partial satisfaction of Condition 1, Finance Approval, on the Contract, a finance approval is obtained from the Lender before the Latest Time and such approval is expressed to be subject to any term or condition whatsoever ("the Conditional Approval") then the Seller may by notice in writing require the Buyer to waive the condition for such finance approval or tender an unconditional finance approval within 10 Business Days of the date of the Seller's notice to the Buyer.
- 10.2 If the Buyer fails to either provide an unconditional finance approval or waive the finance condition on the Contract within 10 Business Days of the Seller's notice to the Buyer, the Seller may notify the Buyer that the Conditional Approval is insufficient and that finance approval is therefore deemed declined. The Contract will be at an end upon service of further notice by the Seller on the Buyer and all deposit monies paid shall be returned.

11. Settlement Date

Settlement is due 21 days from the date of title issue for the Property, the date nominated on the Contract, or 21 days from finance approval, whichever is the latter.

12. Discharge of Mortgage and Sale of Land Act Notice

- 12.1 Any Mortgage affecting the Property is to be discharged from the Certificate of Title to the Property on or before Settlement.
- 12.2 At Settlement, as much of the Deposit and all other amounts payable by the Buyer under this Contract as are required to discharge and Mortgages affecting the Property, are to be paid to an Australian legal practitioner (within the meaning of that term in the *Legal Professional Act 2008* Section 3) and applied by them in or towards discharging such Mortgages.
- 12.3 For the purposes of Section 7 and 14 of the *Sale of Land Act 1970*, the Seller gives the Buyer notice that the Subdivision Land of which the Property forms part is subject to the Mortgages (if any) registered against the Certificate of Titles to the Subdivision Land and in particular mortgage.
- 12.4 For the purposes of Section 7 of the *Sale of Land Act 1970*, the Buyer consents to the Seller further encumbering the Seller's interest in the Subdivision Land by granting one or more other mortgages over the whole or any part of the Seller's interest in the Subdivision Land.
- 12.5 This Clause 12 will prevail over the other provisions of this Contract to the extent of any inconsistency.

13. Assignment

- 13.1 The Seller is at liberty to assign its rights and obligations under this Contract.
- 13.2 The Buyer may not assign its rights and obligations under this contract without the prior written approval of the Seller, which may be withheld in its absolute discretion.

14. Variation

The Seller is at liberty to vary or waive any of the conditions of this contract with regard to the sale of any other lot in the Plan of Subdivision currently held by the Seller.

15. Entire Agreement

This Document constitutes the entire agreement between the Parties with respect to the subject matter of this Document and contains all of the representations, warranties and agreements of the Parties in relation to the subject matter of the Document as at the date of this Document, and each Party acknowledges that it has not relied on any oral statement, representation, undertaking or agreement made on or before the date of this Document relating to the subject matter of this Document and which is not contained in this Document.

16. Definitions

In this Contract unless the context otherwise requires:

Amount of Loan means either the amount referred to in the Schedule or any lesser amount of finance referred to in the Finance Application. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price;

Annexure means any annexures or attachment to this Contract;

Contract means the contract between the Buyer and the Seller of which this annexure forms part and includes all Annexures attached to the Offer and Acceptance, as amended, varied or supplemented in writing from time to time;

Document means this contract as amended, varied or supplemented from time to time;

Dwelling means the dwelling house to be constructed by the Buyer on the Property;

General Conditions means the 2018 Joint Form of General Conditions for the Sale of Land;

Latest Date means the time and date referred to in the Schedule, or if no date is nominated then 4pm on the day falling 60 days after the Contract Date;

Parties means the Seller and the Buyer according to this Contract;

Personal Information means all personal information (as defined in the Privacy Act) relating to the Buyer, including all personal information set out in this Contract and otherwise collected by the Seller whether prior to or after the Contract Date;

Plan of Subdivision means the plan of subdivision the registration of which creates or will create the Property as a separate lot;

Project Manager means Terranovis Pty Ltd of 117 Marine Terrace, Fremantle WA 6160, PO Box 465, South Fremantle WA 6162, Telephone 08 9435 3900; and

Single House means a single house as defined in the State Planning Policy 3.1 – Residential Design Codes,

Terms and expressions which are defined in the General Conditions and are used but not defined in this Contract have the same meanings in this Contract.