

Entire agreement

24.4 This Contract contains everything the parties have agreed on in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this Contract was executed, save as permitted by law.

Execution of separate documents

24.5 This Contract is properly executed if each party executes either this Contract or an identical document (including a faxed copy of this Contract). In the latter case, this Contract takes effect when the separately executed documents are exchanged between the parties. Exchange of the documents can be affected by way of facsimile transmission.

Further acts

24.6 The parties will promptly do and perform all acts and things and execute all documents as may from time to time be required, and at all times will act in good faith, for the purposes of or to give effect to this Contract.

Governing law and jurisdiction

24.7 This Contract is governed by the law of the State of Western Australia. The parties submit to the non-exclusive jurisdiction of its courts. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Severability

24.8 If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

24.9 If the removal of a clause or part of a clause under clause 24.8 materially alters the commercial allocation of benefit and risk (or management of risk) under this document, the parties agree to negotiate in good faith to amend or modify the terms of the document as may be necessary or desirable having regard to the original terms of the bargain and the prevailing circumstances.

Variation

24.10 No variation of this Contract will be of any force or effect unless it is in writing and signed by the parties to this Contract.

Waiver

24.11 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Contract, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

Duty

24.12 The Buyer must pay all duty in respect of the transaction evidenced by this Contract.

ANNEXURE B – RESTRICTIVE COVENANT

The following restrictive covenant will apply to the Land sold under this Contract. The wording of the restrictive covenant will be substantially in the form set out in this Annexure B subject to any minor changes required by Landgate for the registration of the restrictive covenant.

In this Restrictive Covenant:

Design Guidelines means the Aspiri – Piara Waters Residential Design Guidelines for the Aspiri – Piara Waters Subdivision.

Lot means any of the lots on the Plan.

Residence means a permanent non-transportable dwelling.

Restrictive Covenant means each of the following restrictive covenants which are to be registered on the certificate of title to the Land.

Seller's Project Manager means PRM Property Group Pty Ltd (ACN 117 018 027), PO Box 495, South Perth WA 6951.

- 1 The registered proprietors for the time being of all of the Lots must not do any of the following:
 - 1.1 Develop the land (including construct the Residence) otherwise than in accordance with the Design Guidelines, unless approved otherwise by the local authority and the Seller's Project Manager.
 - 1.2 Construct, erect or install, or permit to be constructed, erected or installed on the Lots a Residence that does not comply with the Residential Design Codes of Western Australia.
 - 1.3 Construct, erect or install, or permit to be constructed, erected or installed on the Lots a Residence:
 - 1.3.1 without drawings and specifications (including a schedule of external finishes) being first submitted to the Seller's Project Manager for its formal approval;
 - 1.3.2 without complying with the Design Guidelines;
 - 1.3.3 without complying with any condition imposed by the Seller; and
 - 1.3.4 that is not in accordance with clause 1.4 of the Restrictive Covenant.
 - 1.4 Construct, or permit to be constructed, on the Lots any Residence other than a house having:
 - 1.4.1 Had the Residence's design assessed by an appropriately accredited energy efficiency assessor, or assessment process in accordance with the Design Guidelines.
 - 1.4.2 All structural walls predominantly constructed of brick, masonry or rendered finish or as otherwise approved by the Seller's Project Manager in accordance with the Design Guidelines.
 - 1.4.3 Roofs covered either with:
 - (a) clay or concrete tiles; or
 - (b) metal sheeting having its exterior surface painted or otherwise coated, sealed or treated so as not to have highly light-reflective qualities, unless screened from public view as incorporated within the Design Guidelines.
 - 1.4.4 A double garage (suitable to fully contain two standard family sedans with garage door closed), that forms part of the main Residence that is fitted with a panel lift door of a timber or colourbond steel finish or, where separate, materials and design are consistent with the main home.
 - 1.4.5 A traditional roof that is pitched at an angle of not less than 24 degrees 38 minutes and not exceeding 45 degrees, except verandahs, canopies and pergolas which may have a shallower pitch. Where alternative roof profiles such as flat, concealed, skillion, cantilevered or curved roof pitches are proposed, coloured elevation plans are to be submitted to the Seller's Project Manager for consideration, who may approve, reject or amend the plans at its absolute discretion.
 - 1.4.6 Been designed to address the street or public open space by way of design, fenestration and main entrance and, in relation to a Residence constructed on a corner Lot, been designed to address both street frontages.
 - 1.4.7 Prior to, or on completion of construction of the Residence, a double cross-over and driveway, not wider than 6 metres, constructed of

- brick paving or concrete finished in a decorative manner (eg stencilled, exposed aggregate, terrazzo, limecrete) with natural concrete only permitted in between the road kerb and any existing footpath.
- 1.4.8 Prior to, or on completion of construction of the Residence a clearly numbered brick or masonry letterbox finished to match or compliment the Residence;
 - 1.4.9 A minimum internal floor area of 180 square metres (except for cottage lots 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 484, 485, 486, 497, 488, 489, 490, 491, 493, 494, 496, 497, 498, 499, 500, 501, 502 and 503).
A credit of 5% of internal floor area will be given for outdoor areas that are incorporated under the main roof and where the roof pitch requirement is maintained.
 - 1.4.10 In all other respects, complied with the Design Guidelines.
 - 1.5 Construct or permit to be constructed or bring on to the Lots any outbuilding that is visible from the street or neighbouring property (including any detached garage, workshop, garden shed, storage shed, gazebo, pergola, patio or the like) unless constructed in materials that match, compliment or are consistent with colours of the Residence.
 - 1.6 Subject to clause 1.5, construct any garden shed on the Lots with an area greater than 6m², and with a height exceeding 2.4m and a width or depth exceeding 3m.
 - 1.7 Permit any rubbish disposal containers (bins) on the Lots to be visible from any public street or thoroughfare except on days allocated by the local authority for rubbish collection from the Lots, or submit building plans that do not identify two bin storage locations screened from public view.
 - 1.8 Permit garden areas on the Lots and within public view to remain unlandscaped after 3 months of occupation of the Residence. This includes any areas of verge or road reserve immediately abutting the Lot.
 - 1.9 Carry out or permit to be carried out on the Lots any repairs or restorations of any motor vehicle, boat, trailer or other vehicle or any aircraft unless screened from public view at all times.
 - 1.10 Park commercial vehicles including trucks, buses and tractors on the Lots greater than 3 tonnes or longer than 4 metres, unless within a garage or when used during the normal course of business by a visiting tradesman.
 - 1.11 Store boats, caravans and camper trailers on the Lots unless in accordance with the provisions of the relevant town planning scheme and stored in the rear yard, on the driveway or on a dedicated hardstand that compliments the driveway and are maintained in a sound, tidy and roadworthy manner. All other trailers not used in the normal course of business must not be visible to the public.
 - 1.12 Install any roof mounted solar hot water system that is not colour matched to the roof and mounted flush to the roof pitch in accordance with the Design Guidelines.
 - 1.13 Install an air conditioning unit on the roof that is not colour matched to the roof, or is visible to the street or above the ridge line of the roof in accordance with the Design Guidelines.
 - 1.14 Construct or permit to be constructed any fence on the Lots forward of the building frontage set-back line, unless approved by the Seller's Project Manager.
 - 1.15 Construct, bring on to or use an incinerator on the Lots.
 - 1.16 In respect of any wall or fence constructed on or between the boundary of the Lots and any adjacent road reserve where such wall forms part of a wall constructed to define the approximate boundaries of the land comprised in the plan and in relation to that part of the wall which abuts the Lots:
 - 1.16.1 do or permit any act or thing which does or is likely to cause any removal, alteration, marking or defacement of such wall or fence;
 - 1.16.2 permit such wall or fence to fall into disrepair or to become unsafe and, without limiting the foregoing, not to permit any tree or plant or any building or other thing to cause that wall to be or become structurally unsound; or
 - 1.16.3 permit such wall or fence to be repaired or renewed unless the repair or renewal is made of the same material and is in the same style and colour which such wall or fence was originally constructed.
 - 1.17 Permit boundary fencing to exceed 1.8m in height above the ground level.
 - 1.18 Alter or permit to be altered the level of the surface of the Lots within 3 metres of any retaining wall or fence located on or within the boundaries of the Lots.
 - 1.19 Permit any side boundary fence to extend forward of the building line to the front elevation. Where a parapet wall is incorporated, no fencing will extend forward of the parapet wall.
 - 1.20 Permit front fencing to dominate the streetscape. If used, it must be limited to:
 - 1.20.1 1.0m in height, maintaining the surveillance of the street from dwellings;
 - 1.20.2 integrate and complement the dwelling design; or
 - 1.20.3 incorporate screen-planting elements.
 - 1.21 Increase the finished level of the Lot as determined by the Seller's Project Manager by more than 400mm.
 - 1.22 Install any TV antenna, radio antenna or satellite dish that is visible from the street.
 - 1.23 Permit excessive weeds or rubbish to collect on the Lots prior to, during, and after construction commences. Excavation material, rubbish or builders waste must not be deposited on adjoining properties, nature strips or public areas during construction, but must be stored in a covered bin.
 - 1.24 Permit building materials, temporary toilets or building equipment to be stored outside of the Lots boundary.
 - 1.25 Permit builders or subcontractors to park on adjoining allotments, surrounding public areas, or nature strips.
- 2 The Restrictive Covenants only apply to the extent that they are not inconsistent with any applicable planning scheme or the requirements of any authority.

Note to Buyer

The comments contained in this dialogue box are intended to assist the Buyer to understand this Annexure B. The comments do not form an operative part of this Contract.

This Annexure B provides that the Land will be encumbered by restrictive covenants and discloses the nature of those restrictive covenants in relation to restrictions on the type of Residence that can be constructed and other activities that can be undertaken on the Land.

Buyer to initial that it has read and understood this Annexure B.