

Annexure A - Retaining Walls, Fences and Site Works

1 Retaining Walls and Fences

- 1.1 The Buyer acknowledges and agrees that:
- 1.1.1 there may exist retaining walls and/or fences within the boundaries of the Property;
 - 1.1.2 the Buyer has satisfied itself as to the location of the retaining walls or fences and any building restrictions that may result from the positioning of such retaining walls and/or fences;
 - 1.1.3 the Seller and/or the Seller's Agent does not guarantee that any retaining walls or fences constructed or to be constructed are or will be exactly positioned on the boundaries of the Property;
 - 1.1.4 any fencing that is constructed upon the retaining walls (if any) will be constructed on the centreline of the retaining wall projected for the entire length of the boundary and may not be exactly positioned on the boundaries of the Property; and
 - 1.1.5 by executing the Contract, acknowledges that it has satisfied itself as to the positioning of the retaining walls (if any) and consequently the fencing constructed upon the retaining walls. The Seller will not be responsible for the retaining walls or associated costs required to accommodate the construction of a dwelling on the Property.
- 1.2 The Buyer must obtain independent advice from a suitably qualified and certified Structural Engineer before:
- 1.2.1 any variation to the lot or retaining wall levels;
 - 1.2.2 the construction of a swimming pool in any proximity to a retaining wall; and
 - 1.2.3 installation of boundary fencing.
- 1.3 The Buyer acknowledges and agrees that any retaining walls installed by the Seller have been designed to accommodate the load from a single storey home with a 1 metre setback and a double storey home with a 1.5 metre setback.
- 1.4 The Buyer acknowledges that the Seller will not provide any retaining walls in addition to those constructed or under construction by the Seller at the time of Settlement.
- 1.5 The Buyer must only permit boundary fences to be installed by a reputable builder or fencing contractor in accordance with the Structural Engineer's specification.
- 1.6 Fencing to boundaries where provided by the Seller is not to be altered in any way. In the event of damage the lot owner shall repair in the same style and colour as provided. In the event of failure by the lot owner to repair then the Seller may do so and reclaim the cost from the lot owner.

2 Site Works

- 2.1 The Buyer acknowledges that the Property may require additional site works to accommodate a residence and agrees with the Seller that these additional costs will be at the Buyer's expense and to consult their builder or contractor to determine site levels, additional retaining walls (if necessary), and associated costs.
- 2.2 The Buyer agrees that stormwater disposal will be directed at least 3 metres away from building areas to minimise risk of localised settlement.

SIGNED BY

| | | | |
|---------|--------------------|---------|--------------------|
| Buyer | _____ | Buyer | _____ |
| Witness | _____ | Date | _____ / _____ / 20 |
| Seller | _____ | Witness | _____ |
| Date | _____ / _____ / 20 | | |

Annexure B - Restrictive Covenant

INTRODUCTION

In order to ensure the attainment of a high standard and to encourage efficient home design at Beeliar Gardens Estate, these guidelines set out the minimum standards and conditions under which residential development within the estate will normally be approved. These guidelines will form the basis of a restrictive covenant which will be registered on the certificate of title to the Property. The restrictive covenant will be subject to minor alterations required to effect its registration at Landgate. The restrictive covenant is intended to enhance the quality of the Estate and maximise the value of your investment. Departure from these guidelines will generally not be supported and buyers should be aware that any relaxation can only be considered with the approval of the City of Cockburn.

BUILDING PLAN APPROVAL

One full set of plans and specifications must be submitted in pdf format or hard copies to the Seller's Project Manager, RCM WA, Judy Burnett, Email: rcmwa@bigpond.com, Address: 144 Emerald Drive, Carabooda WA 6033 (**Project Manager**) prior to lodging these plans with the City of Cockburn for building approval.

The Project Manager will assess the plans against the restrictive covenant on the title to the Property and these guidelines and if considered to comply will return an approved stamped set of plans to the applicant for submission to the City of Cockburn.

The City of Cockburn will assess the plans against the Building Code of Australia and relevant Council policies and if deemed to comply will return an approved set of plans to the applicant.

If the City of Cockburn requires the applicant to amend their plans, the amended plans will need to be resubmitted to the Project Manager for assessment.

No development is to be commenced on any lot without the plans and specification having been approved in writing as set out above.

Note a Detailed Area Plan may apply to your Lot, note that the Detailed Area Plan will supersede some of the Building Form noted below.

Note: Approval from one of the above does not constitute approval from the other.

BUILDING FORM

Minimum Dwelling Site Coverage (the following shall apply unless part of a Detailed Area Plan)

- As per the Residential Building R-Codes, Note the Site is designated R25

Front Facades (the following shall apply unless part of a Detailed Area Plan)

External wall finishes of all dwellings are to feature predominantly brickwork, painted render or stonework complemented by minor elements which enhance the character of each dwelling.

All dwellings must use a combination of materials in the primary facade facing the street. Please refer to the Detailed Area Plan

Secondary Street Elevations (the following shall apply unless part of a Detailed Area Plan)

All dwellings on corner lots are required to address both the primary and secondary street elevations. The forward portion of the secondary street elevation is to be made detailed and feature a window to habitable rooms which is consistent with the front elevation.

Materials

- **(Walls)** All external walls must be predominately constructed, unless otherwise approved, with concrete, clay bricks, limestone or similar material finished in face brickwork or render.
- **(Roofing)** Clay or concrete tiles, colorbond sheeting (zincalume is not permitted) and with a minimum roof pitch of 24° is to be used on all dwellings and garages.
- **(Driveways)** Each dwelling is to be provided with a driveway and crossover to be completed at the same time as the dwelling and before occupation. **Minimum width of driveway shall be 4.0 metres with a maximum width of 6.0 metres.** All driveways and crossovers must be constructed of either brick paving or coloured concrete that match the character of the dwelling unless otherwise approved by the Seller.

GARAGES & OUTBUILDINGS (the following shall apply unless part of a Detailed Area Plan)

All dwellings constructed must incorporate a double (side by side) garage with garage door, constructed of the same materials as the wall and roof of the dwelling.

A Single garage may be considered for corner lots less than 300m² in size that does not front a laneway.

Any outbuildings visible to the street or public area must be built of materials to match the dwelling.

FENCING (the following shall apply unless part of a Detailed Area Plan)

All side and rear boundary fencing must be fully installed on completion of construction of the dwelling.

No fencing may be constructed forward of the front building line of the dwelling.

All boundary fencing behind the front building line shall be constructed of Colorbond "Riversand®" coloured sheets/panels with Colorbond "Riversand®" coloured capping, posts and rails to a maximum height of 1.8 meters from the ground level up.

Fencing to a secondary street must be set back at least 4.0 meters from the corner truncation, constructed of Colorbond "Riversand®" (unless otherwise approved by the Project Manager) and be a maximum height of 1.8 meters. The construction of side fencing permitted along a secondary street is reduced to allow the dwelling to address both street frontages. Please note any lots that have been identified on the sales plan as being exempt from this condition.

SITE LEVELS

The general level of the site may not be altered by more than 200mm without the written approval of the Seller.

RETAINING WALLS

Any limestone retaining or other walls provided by the Seller shall NOT be altered in any way, unless prior written approval of the Project Manager has been obtained.

DRAINAGE

All dwelling sites shall provide for adequate on-site stormwater drainage (soakwells). Stormwater disposal must be directed at least **1.5 metres** away from building areas.

AIR CONDITIONING OR COOLING UNIT/SOLAR HOT WATER UNITS/SOLAR PANEL

Air conditioning or cooling units must be of a similar colour to the roof and must not be installed on the primary street elevation. Solar hot water units and solar cells must be integrated with and match the roof profile and pitch of the dwelling and must not be installed on the primary street elevation.

LANDSCAPING

All garden areas within public view including rear landscaping to lots abutting public open space with visually permeable fencing and side verge areas on corner lots are to be completely landscaped within 6 months of occupation of the dwelling.

LETTERBOXES

Letterboxes are to be located adjacent to driveways, constructed of materials that match or complement the dwelling and clearly display the house number.

STREET TREES

The Seller will provide a street tree to enhance the streetscape of the suburb. These trees are not to be removed.

WINDBLOWN LITTER

For the benefit of tidiness a provision is to be made on building sites for the containment of builder's materials that would otherwise be likely to be blown by the wind. The minimum requirement is a "Pen" constructed of 4 star pickets and wire mesh secured to all sides and a top, located on each lot, during the construction period.

Windblown sand prior to and during construction: The lot owner shall take all steps necessary to stabilise the soil and prevent litter accumulating. Should the Project Manager be forced to carry out this exercise they reserve the right to claim the cost back from the lot owner.

SIGNS

Except for the Seller's signage NO advertising or business signage of any description shall be erected or displayed on the property other than professional signage for the sale of a completed dwelling or professional signage of dimensions not exceeding 500mm high by 500mm wide which advertises a business operating from the property

Any sign or advertising material erected or displayed on the lot in breach of this covenant may be removed, without notice, by the Developer.

WASHING LINES/RUBBISH BINS

All washing lines and rubbish bins shall be screened from the street and public view.

COMMERCIAL VEHICLES/BOATS, ETC

All commercial vehicles shall not be parked or stored on a property unless contained within a garage or screened from public view. Commercial vehicles include but are not limited to any boat, caravan, trailer or bus.

SIGNED BY

Buyer _____

Buyer _____

Witness _____

Date _____ / _____ / 20

Seller _____

Witness _____

Date _____ / _____ / 20

Annexure C

Restricting the Abstraction of Groundwater from the Property

The Buyer acknowledges and agrees that:

I/We the undersigned buyer(s) do hereby acknowledge that upon issue of the title for the above mentioned property, there will be a notification placed on the title disclosing the following:

Groundwater uses is prohibited until and unless future assessments for chlorothalonil indicate that levels are suitable for intended use

I/We the undersigned buyer(s) do hereby acknowledge that upon issue of the title for the above mentioned property, there will be a memorial placed on title pursuant to the Contaminated Sites Act 2003 restricting the abstraction of groundwater from the property.

We further acknowledge that we accept this will occur and we are willing to proceed with the purchase of the land.

I/We the undersigned buyer(s) do hereby agree to the above.

SIGNED BY

Buyer _____

Buyer _____

Witness _____

Date _____ / _____ / 20

Seller _____

Witness _____

Date _____ / _____ / 20

Annexure D

Section 70A Notification A3959 Bushfire Assessment

The buyer(s) acknowledges for Lot _____ and agrees that:

I/We the undersigned buyer(s) do hereby acknowledge that upon issue of the title for the above mentioned property, a section 70A notification, pursuant to the Transfer of Lands Act 1893 placed upon the title of the property.

The title of the property is the subject of a fire management plan and this will require dwelling construction to be undertaken in accordance with AS3959-2009: Construction of buildings in bushfire-prone areas subject to local government approval.

We further acknowledge that we accept this will occur and we are willing to proceed with the purchase of the land.

I/We the undersigned buyer(s) do hereby agree to the above.

SIGNED BY

Buyer _____

Buyer _____

Witness _____

Date _____ / _____ / 20

Seller _____

Witness _____

Date _____ / _____ / 20

Annexure E

Notification of Mosquitos

The Buyer acknowledges and agrees that:

I/We the undersigned buyer(s) do hereby acknowledge that upon issue of the title for the above mentioned property, there will be a notification placed on the title disclosing the following:

A notification, pursuant to Section 165 of the Planning and Development Act 2005 is to be placed on the certificates of title of the proposed lot(s) advising of the existence of a hazard or other factor. Notice of this notification is to be included on the diagram or plan of survey (deposited plan). The notification is to state as follows:

“This lot is in close proximity to known mosquito breeding areas. The predominant mosquito species is known to carry viruses and other diseases.”

I/We the undersigned buyer(s) do hereby acknowledge that upon issue of the title for the above mentioned property, there will be a memorial placed on title pursuant to the Contaminated Sites Act 2003 restricting the abstraction of groundwater from the property.

We further acknowledge that we accept this will occur and we are willing to proceed with the purchase of the land.

I/We the undersigned buyer(s) do hereby agree to the above.

SIGNED BY

Buyer _____

Buyer _____

Witness _____

Date _____ / _____ / 20

Seller _____

Witness _____

Date _____ / _____ / 20