



## ANNEXURE A

### 1. DEFINITIONS

- 1.1 In this Contract, unless a contrary intention appears:
- (a) **“Land”** means the land cross hatched on Annexure B.
  - (b) **“Property”** means the lot the Buyer agrees to purchase upon sub-division of the Land, being Lot \_\_\_\_\_ outlined on Annexure B

### 2. RESTRICTIVE COVENANTS – MINIMUM ESTATE REQUIREMENTS

- 2.1 The land shall only be used for the erection of a single residential dwelling.
- 2.2 The size of the residence, unless otherwise approved by the seller, shall have a floor area not less than the dimensions referred to below:

LOT SIZE	DWELLING SIZE (MINIMUM)
300-399sqm inclusive	125sqm
400-499sqm inclusive	135sqm
500sqm & over	145sqm

- 2.3 These minimum sizes measure to the external wall lines which excludes carports, garages, outbuildings or verandas. Alfresco areas considered living if under the main roof.
- 2.4 All external walls of the dwelling house constructed on the land (“the dwelling”) shall be primarily of brick, stone, concrete or glass. Timber and timber substitute used in the dwelling construction shall be limited to 20% of the all area and roofing shall be of non reflective material eg untreated zincalume shall not be used.
- 2.5 The dwelling shall have as a minimum a double carport or garage constructed substantially of the same materials as the dwelling and must have a roller door or similar on it.
- 2.6 Solar hot water heaters or air conditioners may not be erected on the dwelling on the portion of the roof facing the street and where erected they shall be painted to match the colour of the roof of the dwelling.

- 2.7 Driveways shall be a minimum 3 metres wide and be constructed prior to the occupation of the residence.
- 2.8 No fence may be constructed on the land forward of the dwelling towards the street kerb alignment.
- 2.10 Window treatments such as blinds, curtains and other window treatments must be installed immediately upon practical completion of the residence or alternations or additions. The use of paper, plastic or sheeting as a temporary window covering to the windows is not allowed.
- 2.11 Registration of the Restrictive Covenants listed above on the Certificate of Title to the land and assignment of the benefit of the said Restrictive Covenants to any other Purchasers of the lot within the Estate shall be at the discretion of the Seller. If registered on the Certificate of Title the covenants shall be consistent with the covenants listed above but may be varied for the purposes of registration as the Seller's solicitor might reasonably require.

### **3. VARIATION TO PROPERTY PARTICULARS**

- 3.1 The Buyer is aware that the Property is a portion of the Land, and has not been approved as a separate Lot, but is subject to final conditions of subdivision and a final survey. The Buyer shall make no objection, requisition or claim compensation from the Seller even though the Property may vary in respect of the following:
- (i) **size or area, unless such variation exceeds more than 3% of the Property's area;**
  - (ii) **provision or position of retaining walls within the Property;**
  - (iii) **the location of its boundaries;**
  - (iv) **the Property's ground level;**
  - (v) **the angles of the Property's boundaries; and**
  - (vi) **the Property becoming subject to any restrictive covenants, including, but not limited to, those covenants particularised below and any other covenants required by any public authority to satisfy any condition of subdivision approval.**
- 3.2 Where the Property's area is varied by more than 3%, either Party may terminate the Contract by providing notice of the same to the other Party.
- 3.3 Settlement of the Property constitutes a full waiver of any right, action or claim whatsoever to compensation that either Party may have in relation to any variation in of the Property.
- 3.4 The Seller makes no warranty in relation to the accurate location of any survey pegs which may be on the Property and is not obliged to maintain those survey pegs
- 3.5 The Buyer shall not make any claim against the Seller pursuant to the *Dividing Fences Act 1961*. Further, Clause 9.1(c) of the Joint Form is deleted and substituted with the following clause:

*"The Parties acknowledge that all dividing fences erected by the Seller on the Land are not necessarily on the boundaries of the Land."*

### **4. BUYER NOT ENTITLED TO CAVEAT LAND**

The Buyer hereby agrees to not, at any time, Caveat the Land or the Property.

## 5. VARIATION OF GENERAL CONDITIONS TO ALLOW FOR PLANNING APPROVAL

- 5.1 Clause 4.2 of the Joint Form is hereby deleted.
- 5.2 Clause 13.2(a) of the Joint Form is amended by substituting the expression "6 months" with "10 months".
- 5.3 Clause 13.3(a)(1) of the Joint Form is amended by substituting the expression "12 months ... from the Planning Commission" with "15 months after the Contract Date"
- 5.4 Clause 13.3(a)(2) of the Joint Form is amended by substituting the expression "within 3 months ... accordance with subclause (1)" with "within 18 months after the Contract Date".
- 5.5 Clause 13.9 (b)(1)(2) of the Joint Form is deleted and substituted with the following clause:  
**"Settlement shall be effected on or before 14 days after the service of a notice by the Seller to the Buyer that the titles have been issued by Landgate."**
- 5.6 Clause 15 of the Joint Form is deleted and substituted with the following clause:  
*"The Property is believed and will be taken to be accurately described. No error, omission or mis-description of the Property will annul the sale or entitle the Buyer to any compensation or abatement of the purchase price."*
- 5.7 Clause 18.2 of the Joint Form is deleted and substituted with the following clause:  
**"The Purchase Price is inclusive of GST, and any GST payable by the Seller will be calculated using the "Margin Scheme" as per the New Tax System (Goods and Services Tax) Act 1999."**

## 6. WAPC CONDITIONS OF SUBDIVISION

If the WAPC grants approval for the subdivision of the Property from the Land, or part of that Land, subject to a condition, or if any other matter arises, on the subdivision:

- (a) that makes the subdivision of the Land or the Property un-viable in the sole opinion of the Seller; or
- (b) that the Seller is unwilling, in its complete discretion, to comply with:

The Seller may terminate this Contract at any time thereafter by refunding the Deposit and giving notice to the Buyer, after which time the Buyer shall have no claim or right of action against the Seller arising from such termination.

## 7. NO WARRANTIES OR REPRESENTATIONS

Each Party acknowledges that in entering this Contract, it has not relied on any representations or warranties about its subject matter except as previously provided by the written terms of this Contract. Further, the Buyer shall be taken to have satisfied itself in respect of all conditions relating to the Land.

## 8. ENCUMBRANCES

- 8.1 Despite any other provision in the General Conditions, the Property is sold subject to all easements, restrictive covenants, rights, reservations and conditions, Title Notifications and Crown Reservations which are or will be contained in the Certificate of Title or Crown Grant of the Property as at the settlement date. Further, the Property is sold subject to all claims, demands, conditions (including building conditions) or restrictions whatsoever imposed or made on the Property by any local or public authority. In addition, should the Property become subject to a "maintenance of public open space levy", they shall be liable for such levy and hereby acknowledge that, should this levy be imposed, that they have no right to terminate the Contract, or seek compensation from the Seller or its agents.

8.2 The Buyer hereby acknowledges that, should any Encumbrance contained within this clause 8, be place over the Land, the Buyer shall have no right whatsoever to terminate the Contract, or claim compensation whatsoever, and nor shall he have any claim, right or legal action against the Seller at law.

**9. FENCING**

9.1 All fencing erected within the estate shall be of the colour "Terrace" for both panels & posts and shall not be erected forward of the building line. Should the Buyer complete the construction of the residence on the Property within 18 months of the Settlement Date, to the Seller's satisfaction, the Seller shall procure for the Buyer the provision and erection, by a contractor or contractors nominated by the Seller, of boundary fencing at the Property at a nominal height of 1.8 metres provided that the Buyer contacts the Seller's fencing contractor by post or fax 3 weeks prior to the completion of their residence.

9.2 The Seller's nominated fencing contractor is:

**Mr Andrew Carruthers**

Lowtherfield Contracting

9 Nawa Rise, COOGEE WA 6166

Fax: 08 9437 5090 Mobile: 0438 562 775

Email: andrewcarruthers1@bigpond.com

**BUYER** \_\_\_\_\_

**BUYER:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ / \_\_\_\_\_ / **2012**

**SELLER:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ / \_\_\_\_\_ / **2012**