

## ANNEXURE A

### MADELEY CENTRO – MADELEY

#### PROTECTIVE COVENANTS

The following Protective Covenants are applicable to all lots located within Madeley Centro (being the subdivision) of Lot 1009 on Deposited Plan 58017 and being the land in Certificate of Title Volume 2702 Folio 654, Lot 1010 on Deposited Plan 58012 and being the land in Certificate of Title Volume 2694 Folio 533, Lot 1021 on Deposited Plan 58012 and being the land in Certificate of Title Volume 2694 Folio 535, Lot 1022 on Deposited Plan 58012 and being the land in Certificate of Title Volume 2694 Folio 536, Lot 1023 on Deposited Plan 58012 and being the land in Certificate of Title Volume 2694 Folio 537 and Lot 9502 on Deposited Plan 58012 and being the land in Certificate of Title Volume 2694 Folio 545 [the "Estate"]. These covenants shall be enforceable by the Seller against the Buyer and all successors in title until 31 December 2012. The intended purpose of these Covenants is to restrict the use of each lot so that a minimum standard of building is achieved in the Estate.

1. **Zoning**

The land shall only be used for the erection of single residential dwellings that can be either single or double storey.

2. **Area of Residence**

Lots 499 m<sup>2</sup> or less:  
a single residence to be no less than 120m<sup>2</sup> (living area) excluding verandas and garages/carports but including alfresco area under the main roof.

3. **Construction material**

- (i) Walls to be predominantly of brick or brick veneer construction.
- (ii) A residence can be roofed with clay or concrete tiles or Colorbond (Not zinalume).

4. **Garage/Carport**

- (i) Must be double to enable two motor vehicles to park side by side.
- (ii) Must be constructed of the same materials as the main residence, and situated under the main roof.
- (iii) If a garage, then garage shall be fitted with appropriately constructed garage doors.

5. **Driveway**

A driveway of not less than 2.5m wide must be completed prior to occupation of the residence using brick paving or coloured concrete.

**6. Parking**

No parking of Commercial Vehicles including trucks, buses, boats, caravans and trailers is permissible unless they are screened from public view at all times.

**7. Vehicle repairs/restoration**

No repair or restoration of any motor vehicle, boats, caravans, trailers or other vehicles to be carried out unless behind the building line and screened from public view.

**8. Fencing**

- (i) Fencing is not to extend forward of the front building line of the residence.
- (ii) Secondary street fencing is only permitted for a maximum of 70% of the total length of the boundary behind the front building line.
- (iii) Dividing fencing to be capped Colorbond Wavelok sheet profile, colour "Domain" by Colorbond, no less than 1.8m high.

**9. For sale signs**

The display of a 'For Sale' sign prior to full completion of a dwelling is not allowed until one (1) year after the Contract Date.

**10. Solar Water Heaters/Air Conditioners**

Solar hot water heaters or air conditioners may not be erected on the dwelling on that portion of the roof facing the street and where erected they shall be painted to match the colour of the roof of the dwelling.

**BUYER:** .....

**BUYER** .....

**WITNESS:** .....

**DATE:**     /     / 2010

**SELLER:** .....

**DATE:**     /     / 2010

Authorised person

## ANNEXURE B

### MADELEY CENTRO - MADELEY

#### Section A DEFINITIONS

In these Annexures:-

**"Contract"** means the Contract for Sale of Land or Strata Title by Offer and Acceptance to which these Annexures are attached and include these Annexures and any other annexures to the contract form;

**"Contract Date"** means the date that the Seller signs the Contract;

**"Council"** means the City of Wanneroo;

**"Deposited Plan"** means the final plan of subdivision to be lodged at Landgate in accordance with these Annexures;

**"General Conditions"** means the Joint Form of General Conditions for the Sale of Land 2009 Revision which are incorporated into the Contract so far as they are not varied by or inconsistent with the express terms hereof;

**"Property"** means the lot on the Deposited Plan described in the Contract;

**"Settlement date"** means the date for Settlement determined pursuant to Annexure C Section C clause 1.3(vi);

**"Site"** means all that land located at and known as Lot 1009 on Deposited Plan 58017 and being the land in Certificate of Title Volume 2702 Folio 654, Lot 1010 on Deposited Plan 58012 and being the land in Certificate of Title Volume 2694 Folio 533, Lot 1021 on Deposited Plan 58012 and being the land in Certificate of Title Volume 2694 Folio 535, Lot 1022 on Deposited Plan 58012 and being the land in Certificate of Title Volume 2694 Folio 536, Lot 1023 on Deposited Plan 58012 and being the land in Certificate of Title Volume 2694 Folio 537 and Lot 9502 on Deposited Plan 58012 and being the land in Certificate of Title Volume 2694 Folio 545 and, where the context permits, includes any part of it;

**"WAPC"** means Western Australian Planning Commission.



## **ANNEXURE C**

### **MADELEY CENTRO - MADELEY**

#### **Section A DEPOSIT**

1. The deposit shall be paid by the Buyer to the Seller's Solicitor, Messrs Stables Scott of 8 St Georges Terrace, Perth and shall be held by Stables Scott pending settlement of the Contract in accordance with its terms.
2. The deposit shall not earn any interest for either the Buyer or the Seller pending settlement of the Contract.
3. The Buyer shall sign Annexure D allowing a release of the deposit at settlement to the Seller.

#### **Section B ACKNOWLEDGMENTS**

The Buyer acknowledges that:

1. The Buyer has made all relevant enquiries as to the suitability and zoning of the land for the use and development proposed by the Buyer for the land.
2. The Buyer has not relied on any representation by the Seller, its agents or servants as to the suitability of the existing ground conditions of the land for the Buyer's proposed uses of the land.
3. The Buyer has entered into this Contract and will proceed to Settlement relying entirely upon the Buyer's own independent appraisal and assessment of the land.
4. The Seller is registered for GST.
5. The Seller shall, as required by Subdivision Regulations, have its Surveyors install survey pegs at each corner of the land. Once the land is survey pegged, the Seller shall become under no obligation to the Buyer to secure the positioning of the survey pegs or to reinstate the survey pegs on the land either before or after Settlement.
6. The plans lodged by the Seller of the subdivision are subject to final survey and all plans and information supplied by the Seller, its servants and agents are supplied in good faith and they are not liable to the Buyer for any error, inaccuracy or misdescription in any of the documents. The Buyer has, in this regard, relied upon his own independent appraisal and assessment of the documents provided by the Seller and its servants and agents.
7. The land is registered under the Transfer of Land Act 1893 (as amended) and that the Buyer is not entitled to deliver any requisition on or objection to the title of the Seller to the land and the Buyer hereby waives his/her right to do so.

8. Where a separate Certificate of Title has not yet issued, the following will apply:
- 8.1 The Seller or the Seller's Representative may advise the Buyer of an anticipated date by which the separate Certificate of Title will issue. This is an estimate only and the Seller or the Seller's Representative will not be responsible for any loss the Buyer may incur if the separate Certificate of Title is not issued by any estimated date given to the Buyer at that time.
- 8.2 The completion of the physical construction of the land, as a separate Lot, is not a requirement for the separate Certificate of Title to be issued. Where the physical construction of the land, as a separate Lot, has not been fully completed at the time of issue of a separate Certificate of Title then settlement must still occur. Most delays in the construction of the land, as a separate Lot, are generally not the fault of the Seller. Some House Building Contracts may contain provisions for price increases due to time delays in commencing construction, which may be the result of the physical construction of the land not having been fully completed as originally anticipated. This may cause the cost of constructing the Buyer's house to increase. The Seller or the Seller's Representative will not be responsible for any loss the Buyer may incur if the costs increase.
9. The Buyer's stamp duty obligations include the lodging of the Contract by the Buyer or his Conveyancer for assessment and the payment of stamp duty as required. If not complied with, the Buyer may incur fines and penalties. The Seller will not be responsible for any penalties, fines or other costs or expenses that the Buyer may incur.
- 10.1 The Buyer acknowledges that the Site is subject to planning and development controls and requirements of the WAPC, the Council and other relevant authorities.
- 10.2 The Buyer accepts as an encumbrance on the title to the Property any easement, encroachment, restriction or covenant (positive or negative):-
- (a) which is shown on the plan which is attached to and forms part of the Contract at the Contract date; or
- (b) which, notwithstanding sub-clause (a), may be created or imposed prior to or after the Contract Date or Settlement, pursuant to a requirement of any government, municipal or statutory authority.
- 10.3 (a) The Buyer is aware that there is a market garden operation located within close proximity of the Lot and the Lot has the potential to be affected by odours, noise, dust and spray drift associated with the operation of a market garden. A Notification will be placed on the Title to inform the registered owner and prospective purchasers that there is a market garden operation in the area; and
- (b) The Buyer accepts as an encumbrance on the title to the Property any other notification (in the form of a memorial or otherwise) which may exist at the Contract Date or which may be created or imposed prior to or after Settlement, pursuant to either Section 165 of the Planning and Development Act 2005 or Section 70A of the Transfer of Land Act 1893.

11. Where a registered builder or his representative has referred the Buyer to the land then, following settlement, a fee may be paid by the Seller to the referee and the Buyer by his execution hereof, assents to that fee being paid.
12. The Buyer is aware that any buildings constructed on this Lot will need to be positioned to ensure that they do not surcharge on any retaining wall provided by the Subdivider (Seller). Alternatively, a report will be required from a practising structural engineer confirming that the building will not compromise the structural integrity of the retaining wall. Further information on this matter can be obtained from the City of Wanneroo.
13. The information contained in Section B Acknowledgment clauses is not a substitute for the Buyer obtaining his/her own independent legal and other professional advice.

### **Section C OTHER CONTRACTUAL CONDITIONS**

The Seller and the Buyer further covenant and agree:

1. If at the Contract Date the land is not described on a Deposited Plan which is in order for dealings or, a separate Certificate of Title to the land has not yet been issued by Landgate, then Clauses 1.1 to 1.4 inclusive below shall apply:
  - 1.1 The area of land being acquired by the Buyer under this contract is that land shown cross hatched or initialled by the Buyer on the plan attached hereto.
  - 1.2 The land is not a separate lot as required by Section 136 of the Planning and Development Act 2005.
  - 1.3 Condition 13 of the General Conditions incorporated into this Contract shall be deleted and the following shall be inserted in lieu thereof:
    - (i) The Seller is subdividing the land from the original land as a separate lot (the "Proposed Lot") and therefore this Contract is conditional upon the Seller being able to:
      - (a) comply with any conditions imposed by the WAPC upon the creation of the Proposed Lot; and
      - (b) cause the WAPC to affix its unconditional endorsement to a Deposited Plan describing the Proposed Lot, on or before the expiration of 300 days from the Contract Dateat the expense of the Seller.
    - (ii) If in the event that, for any reason howsoever arising, the Seller is unable to cause the WAPC to affix its unconditional endorsement to a Deposited Plan describing the Proposed Lot on or before the expiration of 300 days from the Contract Date then this Contract shall be at an immediate end and all deposit monies shall be repaid to the Buyer and neither party shall have any claim against the other either at law or in equity.

- (iii) The Seller shall, as soon as is practical after the WAPC has affixed its unconditional endorsement to a Deposited Plan describing the Proposed Lot, lodge the endorsed Deposited Plan at Landgate.
  - (iv) On or before the expiration of 14 days from the date upon which the Deposited Plan describing the Proposed Lot is endorsed in order for dealings at Landgate the Seller shall apply for a Certificate of Title to the land as a separate lot.
  - (v) Upon making the application for a Certificate of Title the Seller shall notify the Buyer or the Buyer's Agent:
    - (a) that the Deposited Plan describing the land as a separate lot has been marked in order for dealings at Landgate; and
    - (b) of the date upon which the Seller made the application to Landgate for issue of a Certificate of Title to the land as a separate lot.
  - (vi) The Settlement Date shall be 14 days from the date the Seller notifies the Buyer that a Certificate of Title for the land as a separate lot has issued.
- 1.4 The land is subject to final survey by the Seller prior to the Settlement Date and that the final surveyed area of the land as a separate lot may vary from that shown on the attached plan by up to 2% whether greater or smaller in area and provided that the final surveyed area of the land as a separate lot is within 2% of the area described on the attached plan neither the Seller nor the Buyer shall have recourse against the other and Condition 15 of the General Conditions is deleted. If in the event that the final surveyed area of the land as a separate lot is more than 2% lower than that area shown on the attached plan the Buyer may terminate the Contract by notice issued to the Seller and the Seller shall refund to the Buyer all deposits paid on account of the Purchase Price.
2. The Purchase Price is inclusive of GST and any GST payable under this sale will be calculated using the 'Margin Scheme' as defined in Division 75 of A New Tax System (Goods and Services Tax) Act 1999 and the Seller is not obliged to provide at settlement a Tax Invoice entitling the Buyer to an Input Tax Credit.
3. Conditions 2.5, 2.6, 2.7, 2.9, 4.2, 9, 10, 13, 14.5, 18.1, 18.2, 18.3, 20.2(b) and 20.3(b) of the General Conditions are deleted.
4. Registration of the protective covenants on the Certificate of Title to the land and assignment of the benefit of the protective covenants to all other Buyers of lots within Madeley Centro shall be at the discretion of the Seller. If registered on the Certificate of Title the covenants shall be consistent with the above but may be varied for the purposes of registration as the Seller's solicitor might reasonably require.
5. The Buyer must not, before the issue by Landgate of a separate Certificate of Title for the land, lodge any caveat against the title to the original land or any part of the original land.

6. Settlement is to take place at the office of Stables Scott, Solicitors, at 8 St George's Terrace, Perth, Western Australia.

**BUYER:** .....

**BUYER** .....

**WITNESS:** .....

**DATE:**     /     / 2010

**SELLER:** .....  
                  Authorised person

**DATE:**     /     / 2010

**ANNEXURE D**  
**MADELEY CENTRO - MADELEY**  
**AUTHORITY TO THE DEPOSIT HOLDER**

TO: Stables Scott Solicitors of 8 St. George's Terrace, Perth, WA, 6000 ("**Deposit Holder**")

I/We, the undersigned ("**Buyer**") hereby irrevocably authorise and instruct the Deposit Holder to release the deposit of an amount of \$..... ("**Deposit**") to Perron Developments Pty Limited (the "**Seller**") paid pursuant to the contract for the purchase of Lot ..... signed by the Buyer on ..... ("**Contract**") on the Settlement Date whether or not Settlement actually occurs on that date, subject to any relevant legal obligation of the Deposit Holder.

The Buyer acknowledges and agrees that it will do all other acts or things and provide such other authority as may be necessary to permit the Deposit Holder to release the Deposit to the Seller.

**DATED:** .....

**SIGNED:** .....

\_\_\_\_\_  
**Signature** of Buyer or duly authorised officer

\_\_\_\_\_  
**Print name** of Buyer or duly authorised officer

\_\_\_\_\_  
**Signature** of Witness