








masongreen
PRIVATE ESTATE

**MASON GREEN PRIVATE ESTATE
PIARA WATERS
STAGE 1**

CONDITIONS OF SALE AND CONTRACT ATTACHMENTS



ATTACHMENTS

	Annexure A	Special Conditions of Sale
	Annexure B	Stage Plan
	Annexure C	Special Landscaping Bonus
	Annexure D	Restrictive Covenants
	Annexure E	Local Development Plan (LDP)
	Annexure F	Indicative Master Plan

APPENDIX A

Special Conditions of Sale

“ANNEXURE A”

MASON GREEN PRIVATE ESTATE

SPECIAL CONDITIONS TO AND FORMING PART OF THE CONTRACT FOR SALE OF LAND OR STRATA TITLE BY OFFER AND ACCEPTANCE OF LOT NO _____

THE PARTIES AGREE with each other as follows:

1. DEFINITIONS

In these Special Conditions:

- 1.1. **“Architectural Committee”** means a committee of suitably qualified persons and representatives appointed by the Seller to review and approve plans for dwellings to be constructed for lots the subject of the Deposited Plan;
 - 1.2. **“Mason Green Private Estate”** means the estate to be developed by the Seller at Piara Waters (an indicative plan of which is annexed to the Contract as **“Annexure F”**) of which the Stage Plan forms part, to be known as Mason Green Private Estate;
 - 1.3. **“Contract”** means the Contract for Sale of Land or Strata Title by Offer and Acceptance to which these Special Conditions are annexed and includes these Special Conditions and any other annexures to the contract form;
 - 1.4. **“Council”** means City of Armadale;
 - 1.5. **“Date of Contract”** means the date of signing of the Contract by the Seller;
 - 1.6. **“Deposited Plan”** means the final plan of subdivision in respect of the Property (amongst other Lots) to be lodged at Landgate in accordance with these Special Conditions;
 - 1.7. **“Local Development Plan”** means the Local Development Plan addressing future development of all lots (refer clause 5.2) in the Stage Plan, including setback, access, development orientation, fencing and garage locations, a copy of which is annexed to the Contract as **“Annexure E”**;
 - 1.8. **“Stage Plan”** means the preliminary plan of subdivision for a portion of the Mason Green Private Estate [see definition in clause 11] of which the Property forms a part (and a copy of which is annexed to the Contract as **“Annexure B”**);
 - 1.9. **“General Conditions”** means the Joint Form of General Conditions for the Sale of Land 2011 Revision adopted jointly by The Law Society of Western Australia (Inc) and The Real Estate Institute of Western Australia (Inc);
 - 1.10. **“Initial Period”** means the period between the Date of the Contract and the date upon which the Seller has completed the sale of the last remaining lot in Mason Green Private Estate;
 - 1.11. **“Landgate”** means the Western Australian Land Information Authority trading as “Landgate” or such other any department, agency or authority as succeeds to its role as a registration authority;
 - 1.12. **“Property”** means the lot on the Deposited Plan described in the Contract and which, for identification purposes, is shown on the Stage Plan;
 - 1.13. **“Seller’s Agent”** means the agent appointed by the Seller in relation to the sale of the Property as nominated on the Contract;
 - 1.14. **“Settlement Date”** means the date for settlement determined pursuant to clause 3.3;
 - 1.15. **“Site”** means all that land as shown on the Stage Plan, being more particularly described as Lot 1000 on Deposited Plan 68169 contained in Certificate of Title Volume 2770 Folio 331, and where the context permits, includes any part of it;
 - 1.16. **“Stakeholder”** means **QUBE Project Sales Pty Ltd** (ACN 074 470 536) of Suite 3, Level 1, 437 Roberts Road, Subiaco, Western Australia or such other stakeholder as may be appointed by the Seller as a substitute;
 - 1.17. Except where they are defined in this clause 1, words and expressions defined in the General Conditions shall have the same respective meanings when used in these Special Conditions.
- ##### **2. CONDITIONS PRECEDENT TO SETTLEMENT**
- 2.1. **Western Australian Planning Commission**
 - 2.1.1. The Seller shall (unless it has already done so prior to the Date of the Contract) at its own expense:
 - 2.1.1.1. within 3 months after the Date of the Contract apply to the Western Australian Planning Commission (**“WAPC”**); and
 - 2.1.1.2. within 6 months after the Date of the Contract apply to the Council;for approval to the development and subdivision of the Site substantially in accordance with the Stage Plan and such other documents as are relevant to those approvals.
 - 2.1.2. The Seller shall, at its own expense, take all reasonable steps necessary to obtain the approvals described in clause 2.1.1 and to have the Deposited Plan lodged at Landgate and endorsed “in order for dealings”.

2.1.3. The Contract is conditional on:

- 2.1.3.1. the approval of the WAPC and any relevant authority whose approval is required to the development and subdivision of the Site in accordance with the Stage Plan, being obtained within 18 months after the Date of the Contract; and
- 2.1.3.2. the Deposited Plan being endorsed "in order for dealings" at Landgate within 3 years after the date of the Contract.

2.1.4. If, at any time, any condition is imposed:

- 2.1.4.1. as a prerequisite to the approval of the WAPC;
- 2.1.4.2. as a prerequisite to the approval of any other relevant authority whose approval is required to the development or subdivision of the Site; or
- 2.1.4.3. by an inspector or an officer of Landgate,

with which the Seller is unable to comply with or which would in the Seller's sole opinion render development of the Mason Green Private Estate economically unviable, the Seller may, on or before the last date specified in clause 2.1.3 but prior to Settlement, give the Buyer(s) notice in writing that the condition is unacceptable and thereupon the approval shall be deemed to have been refused.

2.1.5. If any one or more of the conditions referred to in clause 2.1.3 is not satisfied within the relevant time period(s) stipulated, the Stakeholder shall repay to the Buyer(s) the Deposit together with all other money (if any) paid by the Buyer(s) under the Contract without deduction and, upon repayment, the Contract shall cease to have effect and neither party shall have any claim against the other under the Contract, at law or in equity.

2.1.6. Condition 13 of the General Conditions shall not apply to the Contract and is deleted.

3. PURCHASE PRICE AND SETTLEMENT

3.1. Deposit

- 3.1.1. The Buyer(s) shall, upon signing the Contract, pay the Deposit to the Stakeholder.
- 3.1.2. The Buyer(s) and the Seller hereby irrevocably authorise and instruct the Stakeholder, subject to clause 6.2.1 and any relevant obligation at law to release the Deposit to the Seller on the Settlement Date whether or not Settlement has actually occurred.

3.1.3. The Seller may, in its discretion, agree to accept a bank guarantee, deposit bond or similar security issued by an Australian bank or other security provider approved by the Seller (which is taken out and remains valid for a period of not less than 36 months from the date of issue of the security) ("**Security Deposit**") in lieu of money as payment and the Buyer(s) agrees (and hereby instructs the Stakeholder) to deal with the Security Deposit, as far as practicable, in the same manner as money paid as Deposit.

3.2. Place of Settlement

Settlement of the sale and purchase pursuant to the Contract shall be effected at the office of the Seller's Representative at such time on the Settlement Date as the Seller's Representative shall reasonably appoint not later than 2 Business Days prior to the Settlement Date.

3.3. Settlement Date

- 3.3.1. If the Contract is entered into prior to the Deposited Plan being "in order for dealings" at Landgate, Settlement shall take place on a date, nominated in writing by the Seller's Representative by not less than 2 Business Days' notice, which is not less than 7 days and not more than 14 days after the issue from Landgate of a separate Certificate of Title for the Property as a separate Lot or 14 days from the Offer becoming Unconditional whichever is the latter (unless otherwise specified in the Contract).
- 3.3.2. If the Contract is entered into after the Deposited Plan is "in order for dealings" at Landgate, Settlement shall take place on the date being 14 days after the Date of the Contract or 14 days from the Offer becoming Unconditional whichever is the latter (unless otherwise specified in the Contract).

3.4. Encumbrances

- 3.4.1. The Buyer(s) acknowledges that the Site is subject to planning and development controls and requirements of the WAPC, the Council and other relevant authorities.
- 3.4.2. The Buyer(s) accepts as an encumbrance on the title to the Property any easement, encroachment, restriction or covenant (positive or negative) which may exist at the Date of the Contract or which may be created or imposed prior to or after Settlement, pursuant to a requirement of any government, municipal or statutory authority.

- 3.4.3. The Buyer(s) accepts as an encumbrance on the title to the Property any notification (in the form of a memorial or otherwise) which may exist at the Date of the Contract 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 or any other legislation.
- 3.4.4. Without limiting the generality of clause 3.4.2 and 3.4.3, the Buyer(s) accepts the Property subject to the matters set out in clause 5.
- 3.4.5. Without limiting the generality of clause 3.4.2 and 3.4.3, the Buyer(s) acknowledges and accepts the terms of the restrictive covenants substantially as contained in "**Annexure D**" to the Contract which are registered as an encumbrance on the title to all lots on the Deposited Plan including the Property.
- 3.4.6. Conditions 2.5 to 2.8 (inclusive) of the General Conditions shall not apply to the Contract and are deleted.

3.5. Variations to Plan

- 3.5.1. The Property shall be taken to have been correctly described as to area, description and otherwise shown on the Stage Plan.
- 3.5.2. Notwithstanding anything to the contrary contained elsewhere in the Contract, the Buyer(s) shall not be entitled to make any obligation, requisition or claim for compensation or terminate the Contract by reason of:
 - 3.5.2.1. any variation to the lot numbers between the Stage Plan and the Deposited Plan;
 - 3.5.2.2. any variation to the area of the Property between the Stage Plan and the Deposited Plan as registered with Landgate where such variation is less than or greater than 5% of the area of the Property as shown on the Stage Plan; or
 - 3.5.2.3. any variations in the number, size, dimensions, lot number or location of any lot (other than the Property) shown on the Stage Plan.
- 3.5.3. If the actual area of the Property as shown on the Deposited Plan is less than 95% of the intended area indicated by the Stage Plan, the Purchase Price shall be reduced at Settlement to an amount calculated by multiplying the Purchase Price by the fraction obtained by dividing the actual area of the Property as shown on the Deposited Plan lodged at Landgate by the figure which is 95% of the intended area indicated by the Stage Plan.

- 3.5.4. If the actual area of the Property as shown on the Deposited Plan is greater than 105% of the intended area indicated by the Stage Plan, the Purchase Price shall be increased at Settlement to an amount calculated by multiplying the Purchase Price by the fraction obtained by dividing the actual area of the Property as shown on the Deposited Plan lodged at Landgate by the figure which is 105% of the intended area indicated by the Stage Plan.
- 3.5.5. In the event of a dispute as to any claim arising under clause 3.5.3 or clause 3.5.4, the matter shall be determined by an expert agreed upon by both parties. If the parties cannot agree upon the identity of the expert within 14 days of the first nomination by either party, either party may request the President of the Law Society of Western Australia (Inc.) to nominate the expert. The appointed expert shall act as an expert and not an arbitrator. His decision shall be final and binding on the parties except in the case of manifest error.

4. BUYER'S OWN ENQUIRIES

The Buyer(s) acknowledges and agrees that:

- 4.1. any brochures, reports, advertisements, summaries, descriptions, dimensions, references to conditions and other materials provided by or on behalf of the Seller or the Seller's Agent were provided in good faith and are believed to be correct but were provided on the basis that the Buyer(s) has no right of recourse against the Seller or the Seller's Agent in the event of any error in or omission from any such material;
- 4.2. it has entered into the Contract in reliance solely upon its own examination, inspection, enquiries, opinions and advices received and not upon any statement, warranty or representation whatsoever made by or on behalf of the Seller or the Seller's Agent and notwithstanding the contents of any brochure, document, letter or publication made, prepared or published by or on behalf of the Seller or the Seller's Agent including, but not limited to, any artists' impressions;
- 4.3. the Seller reserves the right to deviate from the descriptions, dimensions, references to conditions and other materials in relation to the Property or the development of the Site as it deems necessary or as any relevant authority may require; and
- 4.4. no error or misdescription of the Property will annul the sale or entitle the Buyer(s) to compensation except as expressly provided in these Special Conditions.

5. ACKNOWLEDGEMENTS

5.1. Local Development Plan

The Buyer(s) acknowledges and accepts the Property is subject to a Local Development Plan.

5.2. Landscaping of Corner Lots

If the Property is a corner Lot, the Seller will landscape the side boundary of the corner Lot at its cost in addition to providing the Special Landscaping Bonus detailed in “Annexure C”.

5.3. Subsoil Drainage

The Buyer(s) acknowledges that the Seller may (at its sole discretion) place on the title to the Property a notification (in the form of a memorial or otherwise) regarding the presence of subsoil drains throughout Mason Green Private Estate and their impact on the Property.

5.4. Restriction of Access

The Buyer(s) acknowledges that the Seller may (at its sole discretion) place on the title to the Property covenants regarding ‘restriction of access’ to the Property due to the location of civil infrastructure (including, but not limited to, Side-Entry Pits, Junction Pits and Pram Ramps) throughout Mason Green Private Estate. No direct vehicular access is permitted from Mason Road or Wright Road.

5.5. Broadband Infrastructure

5.5.1. The Buyer(s) acknowledges that the Seller may, at its sole discretion, enter into an agreement with NBN Co Limited to procure the provision of fibre infrastructure to be installed in the Mason Green Private Estate to comprise part of the national broadband network.

5.5.2. The Buyer(s) acknowledges that the NBN Co Limited published NBN Co’s Building Ready Specifications must be complied with by the Buyer(s) in order to enable connection of any premises constructed on the Property to the national broadband network.

5.5.3. The Buyer(s) acknowledges that a failure to comply with the NBN Co’s Building Ready Specifications will prevent connection of any premises constructed on the Property to the national broadband network or will require the Buyer(s) to incur additional costs in order to connect to the national broadband network.

5.5.4. “NBN Co’s Building Ready Specifications” means the specifications governing the building requirements for connection of a premises to the national broadband network provided by NBN Co Limited or as otherwise available on the NBN Co Limited’s website, current as at the date of this agreement or as varied by NBN Co Limited from time to time.

6. BUYER’S CAVEATS AND SELLER’S MORTGAGES

6.1. Caveats

6.1.1. The Buyer(s) is not permitted to, and will not, lodge a caveat to protect its interest as Buyer(s) pending Settlement without the Seller’s prior written consent.

6.1.2. If the Buyer(s) lodges a caveat to protect its interest as Buyer(s) pending Settlement and the Seller requests the Buyer(s) to withdraw its caveat:

6.1.2.1. for the purpose of applying for new certificates of title for the lots on the Deposited Plan;

6.1.2.2. for any other purpose relating to obtaining approval of the Deposited Plan by any relevant authority;

6.1.2.3. for the purpose of transferring the Property to the Buyer(s);

6.1.2.4. by reason of the fact that the Contract has been terminated; or

6.1.2.5. to enable the Seller to register a mortgage or mortgages over the Site for the purpose of financing the development of the Site,

then the Buyer(s), at its own cost, shall prepare and execute a withdrawal of the caveat and deliver it to the Seller within 7 days of such request, together with the fee payable on registration of the withdrawal of caveat at Landgate.

6.2. Existing and Future Mortgages

6.2.1. If the Site is encumbered or to be encumbered by a mortgage, insofar as it relates to the Property, the Seller will procure and register at Landgate, a discharge of such mortgage on or before the Settlement Date and, for that purpose, the Deposit and all other money payable under the Contract (other than any money payable in excess of the amount required to so discharge the mortgage) shall be held by the Stakeholder and applied by it to discharge any such mortgage.

6.2.2. If the Site is not subject to a mortgage at the date of execution of this Contract then the Buyer(s) consents to the Seller encumbering the Site by granting a mortgage or mortgages over the Site on the basis that the mortgage is removed from the title to the Property at or before Settlement in accordance with clause 6.2.1.

6.2.3. If the Seller has not granted a mortgage over the Site within 28 days from the Date of the Contract then the Buyer(s) shall, upon request, give to the Seller within 14 days of each such request, a consent in writing to the Seller's granting a mortgage over the Site at the expiration of 28 days from the date of the Seller's request.

7. POWERS OF ATTORNEY

7.1. Appointment, Powers and Purposes

In consideration of the Seller agreeing to enter into and execute the Contract, the Buyer(s) (and each of them if there is more than one) irrevocably appoints the Seller and each of its directors and secretary, jointly and severally, to be the true and lawful attorney and, where applicable, proxy of the Buyer(s) if the Buyer(s) fails to comply with a proper request by the Seller under clauses 6.1 and 6.2 within the time periods stipulated in those clauses:

- 7.1.1. to execute and deliver a consent in writing in the name of the Buyer(s) to the granting and registration of a mortgage in accordance with clause 6.2;
- 7.1.2. to execute and deliver a withdrawal of caveat in accordance with clause 6.1;
- 7.1.3. to execute and lodge at Landgate any documents required to give effect to clauses 7.1.1 and 7.1.2; and
- 7.1.4. to do any other relevant act which the Seller considers necessary or desirable to facilitate the subdivision of the Mason Green Private Estate and sale of the lots in the Mason Green Private Estate.

7.2. Ratification and Confirmation

The Buyer(s) agrees to:

- 7.2.1. ratify and confirm all things whatsoever such attorney and proxy shall lawfully do pursuant to the power of attorney and proxy conferred by this clause 7; and
- 7.2.2. execute a power of attorney in registrable form upon written request by the Seller or its solicitors or agents.

7.3. Reliance on Execution by Attorney

Any person, including the Registrar of Titles of Western Australia or any other registration authority in Australia or elsewhere, dealing with the attorney or a person purporting to be an attorney under this power, is entitled to rely on execution of any document by that person as conclusive evidence that:

- 7.3.1. the person holds the office set out in the power;
- 7.3.2. the power of attorney has come into effect;
- 7.3.3. the power of attorney has not been revoked;

7.3.4. the right or power being exercised or being purported to be exercised is properly exercised and that the circumstances have arisen to authorise the exercise of that right and power;

and is not required to make any inquiries in respect of any of the above matters.

8. RESTRICTIONS ON ON-SELLING

- 8.1. Subject to clause 8.3, the Buyer(s) acknowledges and agrees with the Seller that the Buyer(s) is not permitted to, and will not, re-sell or attempt to re-sell the Property during the Initial Period.
- 8.2. Without limiting the generality of clause 8.1, the Buyer(s) may not, either itself or through any agent, promote, advertise, market, offer to sell, invite offers to purchase or grant any option to purchase in respect of the Property during the Initial Period.
- 8.3. Notwithstanding clause 8.1, the Buyer(s) may apply to the Seller for its prior written consent and the Seller may consent to the Buyer(s) selling the Property during the Initial Period.

9. FENCES AND WALLS

9.1. Deemed to be on Boundaries

9.1.1. All fences and walls purporting to be on the boundaries of the Property shall be deemed to be on the proper boundaries. If any building or other improvement on the Property is found to be within or outside those boundaries, the Buyer(s) shall have no claim against the Seller in that respect. Similarly, if any building or other improvement on any adjacent land is found to encroach onto the Property, the Buyer(s) shall have no claim against the Seller in respect of the encroachment.

9.1.2. In the case where a retaining wall is erected inside a Property or adjoining Property such that the edge of the retaining wall is on or purported to be on the boundary and a dividing fence is to be erected on the retaining wall, the Buyer(s) acknowledges the dividing fence may be required to be centred over the retaining wall for structural purposes and the Buyer(s) shall have no claim against the Seller in respect of any encroachment

9.2. Dividing Fences

9.2.1. So long as the Seller remains registered as the proprietor of any land adjoining the boundaries of the Property, the Buyer(s) and its successors in title to the Property shall not make any claim against the Seller for any contribution to the cost of erecting any dividing fences or walls pursuant to the provisions of the *Dividing Fences Act 1961*.

9.2.2. The Buyer(s) indemnifies and shall keep indemnified the Seller against any claim, suit or demand brought by the Buyer(s) or any other person as the owner or prospective owner of land adjoining or abutting the Property in respect of claims under the *Dividing Fences Act 1961* or for a contribution to, or compensation for, a dividing fence.

9.3. Retaining Walls

If a retaining wall or other additional retaining work is required on the Property as a result of building activity carried out or commenced on the Property by or at the request of the Buyer(s) (including the design or placement of the Buyer(s)'s residence), the Buyer(s) shall:

9.3.1. construct any such retaining wall or other retaining works on the Property at its cost; and

9.3.2. indemnify the Seller and keep the Seller indemnified against any claims, expenses or other losses arising as a consequence of or in connection with such retaining work.

10. GOODS AND SERVICES TAX

- 10.1. The parties acknowledge that the Purchase Price stated in the Contract is inclusive of GST.
- 10.2. Where the Seller has a liability for GST for a supply under the Contract and is entitled to use the Margin Scheme (as defined in the GST Act), the parties agree that the Seller will adopt the Margin Scheme to calculate the GST liability in which case the Buyer(s) shall pay to the Seller any GST on the taxable supply determined in accordance with the Margin Scheme.

11. THE STAGE PLAN

The Buyer(s) acknowledges that:

- 11.1. the Seller is the registered proprietor of certain lands which it proposes to develop and sell in several stages as Mason Green Private Estate;
- 11.2. the Seller has prepared a Stage Plan forming a part of Mason Green Private Estate, a copy of which is annexed to the Contract as "**Annexure B**"; and
- 11.3. the Property is a lot forming a part of Mason Green Private Estate comprised in the Stage Plan.

12. THE DEVELOPMENT

- 12.1. The Seller shall undertake the subdivision development to the satisfaction of the Council and substantially in accordance with the Stage Plan in its present form or as amended by the Seller from time to time.

12.2. The Buyer(s) agrees that the Contract relates only to the Property and the Buyer(s), whilst acknowledging the intention of the Seller to carry out the subdivision in accordance with the Stage Plan, agrees that the Seller may (in the Seller's absolute discretion) defer, postpone, abandon (in whole or in part), discontinue or in any way amend the Stage Plan.

12.3. The Buyer(s) shall have no claim or entitlement to void, terminate or vary this Contract or to claim damages or compensation from the Seller or any other person as the result of any such change to the Stage Plan.

12.4. For the avoidance of doubt, this Contract and Settlement are **not** subject to completion of the Stage Plan or completion of the physical works required for Mason Green Private Estate or the Property (for the purposes of the subdivision development or otherwise).

12.5. The Buyer(s) shall have no claim or entitlement to void, terminate or vary this Contract or to claim damages or compensation from the Seller or any other person as the result of any delay in completion of the physical construction of the Property as a separate Lot or of the subdivision development works for Mason Green Private Estate as a whole.

13. RESTRICTIVE COVENANTS

- 13.1. The Buyer(s) acknowledges that the Property is sold by the Seller and purchased by the Buyer(s) subject to restrictive covenants substantially in the form of the covenants contained in "**Annexure D**" to the Contract and such easements as may be contained in the terms of the Contract or as may be required to be registered in favour of government instrumentalities in accordance with the requirements of the development.
- 13.2. The Buyer(s) acknowledges and agrees to the creation and registration of restrictive covenants (substantially in the form of the covenants contained in "**Annexure D**") restricting and controlling the Buyer(s)'s use of the Property for the benefit of the proprietor or proprietors for the time being of all other lots shown on the Stage Plan.
- 13.3. The benefit of the covenants shall be attached to and run at law and in equity with all other lots shown on the Stage Plan and the burden of the covenants shall be annexed to and run at law and in equity with the Property.
- 13.4. The covenants shall bind the Buyer(s), his or her transferees, executors, administrators, successors in title and assigns for the benefit of the Seller and other registered proprietor or proprietors for the time being of the land comprised in Mason Green Private Estate (or any part of them).

13.5. If not already registered on the title to the Property, the terms and conditions of the restrictive covenants shall be incorporated in the transfer of land required to be prepared by or on behalf of the Buyer(s) pursuant to the provisions of the Contract. Upon the registration of that transfer, the restrictive covenants shall be registered as an encumbrance against the title to the Property and such restrictive covenants shall be on such terms and conditions as the Seller's solicitors consider necessary or desirable together with such other amendments as may be required by the Seller's solicitors to give proper effect to the restrictive covenants.

13.6. Nothing in "**Annexure D**" (Restrictive Covenants), "**Annexure A**" (Special Conditions), "**Annexure C**" (Special Landscaping Bonus) or any approval given by the Seller constitutes any representation by the Seller that it will and is able to enforce the restrictive covenants, and the Seller has no obligation to the Buyer(s) to enforce compliance with the restrictive covenants or the guidelines by other purchasers or owners of Lots in Mason Green Private Estate, nor to take any action in respect of any non compliance, and the Seller has no liability of any kind to the Buyer(s) if the Seller does not enforce compliance with, or does not take any action in respect of any non compliance with, the restrictive covenants or the guidelines.

13.7. The covenants in "**Annexure D**" (Restrictive Covenants) may be varied and/or not applied to other stage plans in the Mason Green Private Estate, at the Sellers discretion.

14. ZONING

Unless otherwise specified in the Contract, the Property is sold on the understanding that only a single residence is to be constructed upon it and the Seller shall ensure the correct zoning exists for this purpose.

15. RATES AND TAXES

For the purposes of apportionment of Outgoings, unless and until separate assessments are issued in respect of the Property by the relevant authorities, all necessary adjustments between the Buyer(s) and the Seller (whether on or after Settlement) shall be made on the basis that the Buyer(s) shall be liable to pay the proportion of all such Outgoings levied or assessed against or in respect of Mason Green Private Estate which the area of the Property bears to the total area of all lots in Mason Green Private Estate which are the subject of the relevant assessment.

16. SALE TO NATURAL PERSON

The Seller will only accept offers to the Property made by a natural person or persons. The Seller will not accept offers from a company, body corporate or government instrumentality.

17. PLANS AND APPROVALS

17.1. The Buyer(s) shall not construct, erect or externally renovate any building, structure, appendage or improvement of any kind (including, but not limited to, outbuildings, car parking areas, structures, landscaping, undercover and open storage areas, fences, walls and television radio and other antennae) on the Property without first obtaining the prior written approval of the Architectural Committee provided that such approval is not unreasonably withheld.

17.2. Before applying to the Council for development approval or a building licence, the Buyer(s) must lodge his or her house plans and external finishes schedule with the Architectural Committee for its approval.

17.3. The Buyer(s) shall ensure that no house or other building is constructed on the Property unless the plans and specifications have been approved by the Architectural Committee and the Council has issued a building permit or licence in respect of the approved plans and specifications or in respect of any amendments to them.

18. GENERAL PROVISIONS

18.1. Assignment of Contract

The Seller may transfer its interest in the Site and assign its interest in the Contract to any person (which may include the Seller as a co-purchaser or co-transferee) ("**transferee**"). The Seller will notify the Buyer(s) of any such transfer. Upon notice, the transferee will assume all the Seller's rights and obligations under the Contract and the transferee may enforce the Contract against the Buyer(s).

18.2. Entire Agreement

The Contract (including the General Conditions, these Special Conditions and all other annexures to the Contract) constitutes the entire agreement between the parties with respect to the sale and purchase of the Property and:

- 18.2.1. supersedes any previous agreement between the parties relating to the sale and purchase of the Property;
- 18.2.2. contains all of the representations, warranties, covenants and agreements of such parties; and
- 18.2.3. there are no written or oral statements, representations, undertakings, covenants or agreements given or made by the Seller or the Seller's agent or otherwise existing between the parties, express or implied, except as are contained in the Contract.

18.3. Applicable Law

For all purposes, the Contract shall be governed by and construed in accordance with the laws of Western Australia and the parties hereby submit to the jurisdiction of the Courts of Western Australia in determining any matter or dispute arising under or incidental to the Contract.

18.4. Contract Form and General Conditions

To the extent to which there is any inconsistency between these Special Conditions and either the Contract or the General Conditions, these Special Conditions shall prevail. Without limiting the generality of this statement, it is agreed that Conditions 4.2, 9, 10, 15, 16 and 18 of the General Conditions shall not apply to the Contract and are deleted.

18.5. Contract Form and General Conditions

If any provision of this Contract or these Special Conditions or their application to any person or circumstance is or becomes invalid or unenforceable (including, without limitation, because of the Competition and Consumer Act 2010 (Cth)) that provision will be taken to be omitted without invalidating or modifying the remaining provisions of the Contract or the Special Conditions, which will continue in full force and effect as if the invalid or unenforceable provision had not been included in it.

18.6. Service by Email

18.6.1 Notwithstanding anything contained in the General Conditions it is agreed that service of any notice to be given to the Buyer or the Seller can be done by email to the recipient at the email address (if any) stated in the Contract or as advised or varied by any notice.

18.6.2 In the case of email notices, the sending party must ensure that each email is either signed by means of an electronically produced signature of a person authorised by that party to send the email or states that it is being sent by a person authorised to send the email on behalf of that party.

18.6.3 A notice sent by email shall be taken to have been received as soon as it enters the recipient's information system (as shown in a confirmation of delivery report from the sender's information system). If received after 5.00 pm in the place of receipt or on a day that is not a business day in that place the notice sent by email is taken to be received by the recipient at 9.00 am on the next business day.

19. CITATION

These Special Conditions may be cited as the Mason Green Private Estate Special Conditions.

ACKNOWLEDGEMENT BY BUYER(S)

This "**Annexure A**" forms part of the Contract for the purchase of Lot _____ Mason Green Private Estate.

Buyer: _____

Witness: _____

Buyer: _____

Witness: _____

DATED this _____ day of _____ 20 _____

Seller: QUBE Piara Waters Limited (ACN 166 194 529)

Signature of Director

Signature of Director/Secretary

DATED this _____ day of _____ 20 _____

APPENDIX B

Stage Plan



Stage 1
Future Release
Land Owned by Others
Public Open Space

LEGEND

Road
Footpath
Indicative Tree

Note 1 : Lots abutting laneways may be subject to a 1m x 1m Light Pole easement or road widening.

Note 2 : This plan is indicative only and may be subject to change. All dimensions and areas are subject to survey. The particulars on this brochure are supplied for identification purposes only and shall not be taken as a representation in any respect on the part of the vendor or its agents. Authorities should be consulted when services are contained within lot boundaries as building restrictions may apply. Some services may not be shown, as engineering design is still to be finalised. Selected existing trees to remain.

All Engineering, Electrical, Cadastral & Encumbrances are still to be finalised and are subject to change.



APPENDIX C

Special Landscaping Bonus

“ANNEXURE C”

MASON GREEN PRIVATE ESTATE

SPECIAL LANDSCAPING BONUS FORMING PART OF THE CONTRACT FOR SALE OF LAND OR STRATA TITLE BY OFFER AND ACCEPTANCE OF LOT NO _____

The Seller hereby agrees to provide the following:

1. (a) One (1) consultation with a landscape designer/contractor (nominated by QUBE)
- (b) One (1) landscape design plan and irrigation plan, resulting from consultation detailed in Clause 1(a).
- (c) One (1) fully automated irrigation system.
- (d) Soil preparation and fertiliser application to turf and planted areas.
- (e) Mulch to all planted garden beds.
- (f) Roll on Wintergreen turf or alternative turf as determined by the Seller*.

Buyer(s) are permitted to install alternate turf species. Any increased costs resulting from a change in turf species is to be borne by the Buyer(s).

** Quantity and area of turf subject to selected landscape design. Buyer(s) to select from one of three pre-prepared landscape designs. Buyer(s) to select design in consultation with the landscape contractor.*

2. Construction of rear and side boundary fences. Side boundaries to be fenced to the Building Setback Line with no fencing permitted forward of the Building Setback Line. All fencing to be constructed from BlueScope Lysaght "Neetascreen" material (Colorbond colour Terrace) or similar and to be finished with standard capping. Maximum fence height will be 1.8 metres.

The Seller may choose to upgrade the standard of fencing in place of the "Neetascreen" material if deemed appropriate by the Seller to ensure the Fencing Theme adopted throughout the Estate is maintained. This decision will be at the Sellers sole and absolute discretion.

This offer is subject to and conditional upon:

1. The allowance shall only be used for landscape works from the dwelling's front building line to the kerb.
2. The Buyer(s) completing construction of the dwelling/house on the subject lot within 18 months from the date of settlement.
3. All relevant Covenants as detailed in "Annexure D" which form part of the Contract of Sale for the Lot being complied with by the Buyer(s) at the time the Buyer(s) request the Seller to provide the Special Landscaping Bonus.

4. The Buyer(s) requesting commencement of the works (i.e. installation of the lawn, plants, reticulation and fencing) within two months of occupation of the house.
5. Buyer(s) of corner lots must ensure that during house construction, any existing landscaping installed along side boundaries is not damaged. In the event of damage occurring, plants must be replaced at the cost of the Buyer(s) prior to the landscaping bonus being issued.
6. The Buyer(s) removing all rubbish and rubble and levelling the area that is to be grassed (25mm to 40mm below kerb/paving level), reticulated and fenced, in preparation for the works to commence.
7. The Buyer(s) installing 90mm PVC stormwater conduits beneath driveways, offset 4 metres from the front of the garage and to all other areas that are to be paved to the front of the house. These conduits will assist in minimising disruption to paving which may otherwise occur during installation of the irrigation system.
8. The Buyer(s) ensuring that the Boundary Survey Pegs are clearly identifiable and correctly positioned on the Lot boundaries. If the Pegs have been removed or cannot be located by the Fencing Contractor, it is the Buyer(s) responsibility to have the Lot surveyed and re-pegged. The costs of any survey will be the Buyer(s) responsibility and the Fencing Contractor will not undertake any fencing until the re-pegging has been completed.
9. If any boundary retaining walls are required they shall be at the sole cost of the Buyer(s) and are not the responsibility of the Seller. Therefore, any concerns in this regard should be directed to the builder and the adjoining owner concerned. In such instances where retaining is required, the fence will not be erected until the retaining wall has been constructed.

10. This Special Landscaping Bonus is not transferrable and available only to the original Buyer(s).

Please Note

- Buyer(s) to select from one of three pre-prepared landscape designs. Buyer(s) to select design in consultation with the landscape contractor.
- Seller reserves the right to change the pre-prepared landscape designs from time to time, including changes to turf species.

- This landscaping offer only applies to the provision of turf, one (1) [(two (2) if corner Lot] street tree(s), plants (type and quantity subject to selected pre-prepared landscape design) and reticulation as stipulated above and does not include paving, rockeries, retaining walls or any other type of landscaping treatments.
- The irrigation system (including the controller) to be provided, is to reticulate the lawn and garden beds as stipulated above. Any costs to modify the system (ie; to increase the watering area) is to be borne by the Buyer(s).
- The colour of the fencing constructed will Colorbond colour "Terrace" or other colour as determined by the Seller.
- Should the Buyer(s) fail to request works to commence within two months of occupation of the house, this offer will lapse and shall not be binding.
- A 12 month warranty period covers valves, sprinklers, controllers and pipework.
- Water for reticulation is to be supplied from the mains water supply.
- The installation of reticulation, turf, street tree(s), plants and fencing will be carried out within one month of or upon receiving at least two requests from the Buyer(s) within the Estate that their lot has been prepared for installation.

ACKNOWLEDGEMENT BY BUYER(S)

This "**Annexure C**" forms part of the Contract for the purchase of Lot _____ Mason Green Private Estate.

Buyer: _____ Witness: _____

Buyer: _____ Witness: _____

DATED this _____ day of _____ 20 _____

Seller: QUBE Piara Waters Limited (ACN 166 194 529)

Signature of Director

Signature of Director/Secretary

DATED this _____ day of _____ 20 _____

APPENDIX D

Restrictive Covenants

“ANNEXURE D”

MASON GREEN PRIVATE ESTATE

RESTRICTIVE COVENANTS FORMING PART OF THE CONTRACT FOR SALE OF LAND OR STRATA TITLE BY OFFER AND ACCEPTANCE OF LOT NO _____

1. BACKGROUND

For the purposes of enhancing the amenity of the Mason Green Private Estate of which the Property is a part, the Buyer acknowledges that:

- 1.1 During the period of 10 years from the date of registration of the Deposited Plan at Landgate the Buyer will not construct, erect or externally renovate any building or other building structure appendage or improvement of any kind (including, but not limited to, outbuildings, car parking areas, structures, landscaping, undercover and open storage areas, fences, walls and television radio and other antennae) on the Property without first obtaining the prior written approval of the Architectural Committee (which approval is not to be unreasonably withheld).
- 1.2 The Seller encourages the Buyer to use its best endeavours to construct a residence that adopts Energy Efficient, Water-wise and Quiet Home Design principles.
- 1.3 The Property is sold subject to the restrictions set out below.
- 1.4 The transfer of the Property will contain covenants in the following form or to the following effect.

2. RESTRICTIVE COVENANTS

- 2.1 The Buyer covenants with the Seller that no residence shall be erected on the Property unless:
 - 2.1.1 the plans and specifications have been approved by the Architectural Committee;
 - 2.1.2 the plans and specifications have been approved by the relevant authorities;
 - 2.1.3 the minimum living area (measured using the outside dimensions of the walls enclosing the dwelling) is 150m², exclusive of patios, balconies, verandahs, storage areas, workshops, pergolas and any attached garage or outbuilding, unless the Lot is a Multi Residential Lot;
 - 2.1.4 where the Property is less than 450m², the minimum living area of the residence (measured using the outside dimensions of the walls enclosing the dwelling) is 130m², exclusive of patios, balconies, verandahs, storage areas, workshops, pergolas and any attached garage or outbuilding, unless the Lot is a Multi Residential Lot;

- 2.1.5 it is either a single or double storey dwelling (or any alteration or addition to a dwelling) and uses wall materials which are predominantly concrete, clay bricks, stone or other similar materials in face work or renders or alternative materials as approved by the Architectural Committee.
- 2.1.6 the residence is a non transportable residence;
- 2.1.7 the residence has a driveway:
 - 2.1.7.1 at least 4m wide;
 - 2.1.7.2 constructed from brick paving, liquid limestone or exposed aggregate concrete;
 - 2.1.7.3 that is completed before occupation of the residence; and
 - 2.1.7.4 not constructed of grey, painted or in situ concrete;
- 2.1.8 the primary frontage comprises a minimum of two colours or two materials (excluding windows and garage door).
- 2.1.9 the primary frontage must comprise one of the following structures fronting the street:
 - 2.1.9.1 a gable;
 - 2.1.9.2 a gablet;
 - 2.1.9.3 a bay window;
 - 2.1.9.4 a balcony;
 - 2.1.9.5 a portico of a minimum of 1.5m by 1.5m;
 - 2.1.9.6 a projecting corbel;
 - 2.1.9.7 a verandah with a minimum depth of 1.5m and a minimum length of 3m;
 - 2.1.9.8 a blade wall.
- 2.1.10 the roof:
 - 2.1.10.1 has a minimum pitch of 24° to the main roof for a modulated roof form;
 - 2.1.10.2 has a minimum pitch of 12° to the main roof for a singular roof form; and
 - 2.1.10.3 is constructed of clay or concrete tiles or custom orb metal deck sheeting not including zincalume.
- 2.1.11 the fencing:
 - 2.1.11.1 the rear and side boundary fencing is constructed of Bluescope Lysaght "Neetascreen" material (Colorbond colour Terrace) or similar, or a rendered masonry wall, and is at least 1.8m high;

- 2.1.11.2 in the case of a wall or fence from the residence to the boundary of an adjoining lot, that wall or fence is at 1.8m high and constructed from materials consistent with the rear and side boundary fencing, and set back at least 1m from the corner of the residence.
- 2.1.12 the residence or any other improvements constructed on the Property comply with Local Development Plan (if applicable);
- 2.1.13 it contains a letterbox which is located adjacent to the driveway on the Property, is clearly numbered and which both matches and complements the residence unless the frontage is determined otherwise in the Local Development Plan
- 2.1.14 during construction of the residence, a large waste bin or enclosure is placed on the Property, with all waste materials to be properly stored in the waste bin.
- 2.2 No residence shall be erected on the Property which:
- 2.2.1 does not contain a double garage (not a carport) sufficient for at least two motor vehicles unless the Property has a frontage of less than 10m unless otherwise stated in the Local Development Plan;
- 2.2.2 comprises a garage outside the main roof area that does not match or complement the residence as to pitch of roof, material, design, colour and external appearance;
- 2.2.3 has a garage door protruding more than 2m forward of the main front building line unless otherwise stated in the Local Development Plan;
- 2.2.4 comprises a garage with a front setback of not less than 4.5 metres or as otherwise stated in Local Development Plan (if applicable);
- 2.2.5 has a roof made from zincalume;
- 2.2.6 has fencing, which extends forward of the front building line of the residence unless expressly permitted by the Seller. For the purposes of these covenants, the front building line of the residence is:
- 2.2.6.1 the line of the front face of the front wall of the residence that contains a major opening;
- 2.2.6.2 where the front building line of any residence on a lot adjoining the Property is constructed behind the front building line of the residence, then the front building line of the residence is the same as the front building line of the residence on the lot adjoining the Property; or
- 2.2.6.3 any other front building line that the Seller in its absolute direction determines;
- 2.2.7 has air conditioning or cooling units, which protrude above ridge lines and gables, unless the air conditioning or cooling units are obscured from clear view from the public domain and are positioned to minimise noise impact on neighbouring residents;
- 2.2.8 has a solar hot water unit or solar panels, unless the solar hot water unit or solar panels are integrated with and matches the roof profile and pitch of the residence and does not protrude above the ridge line;
- 2.2.9 has TV antennas or radio masts, unless they are located in such a way that they minimise their impact on the visual quality and amenity of the area;
- 2.2.10 has rainwater tanks, unless they are screened from public view;
- 2.2.11 has satellite dishes, unless they are located in such a way that they minimise their impact on the visual quality and amenity of the area;
- 2.2.12 has bin storage areas unless they are screened from view from the public domain, except on collection days;
- 2.2.13 does not have all ground areas which are visible from the road at the front of the residence properly landscaped within three months of completion of the residence including the verge. "Properly landscaped" means that all visible areas must be cleared and grassed, planted or otherwise covered with a vegetated beautifying surface and have a reticulated watering system installed;
- 2.2.14 does not have eaves of a minimum of 450mm on a portion of the front and side elevations, with the exception of zero setback or parapet walls (overhanging verge of 300mm may be used in lieu of eaves); and
- 2.2.15 has window roller shutters on the primary frontage.
- 2.3 The Buyer shall not construct or permit to be constructed or bring onto the Property any:
- 2.3.1 outbuilding over 10m² in floor area and over 2m in height whose design, appearance and external colours and textures are not integrated with and substantially match the residence on the Property;
- 2.3.2 outbuilding constructed of galvanised iron or painted fibrous cement walls except for any shed which has a floor area of less than 10m², a maximum height of less than 2m and which is not visible from any road or other public area;
- 2.3.3 outbuilding constructed of fibrous cement which is not painted and has a floor area of less than 10m² and a height of less than 2m.

- 2.4 The Buyer will not change the average finished ground level of the Property more than 500mm from the original median finished level of the Property without the consent of the Seller, provided that this does not include minor changes to parts of the Property for construction of swimming pools or spa baths, gardening and related landscaping purposes.
- 2.5 The Buyer will not paint, alter or remove or in any way interfere with the structural integrity of any retaining wall erected on any boundary of the Property provided that this does not prevent the undertaking of any works or repairs to the retaining wall where necessary to maintain its structural integrity or its condition or where properly required by any relevant authority.
- 2.6 In relation to a fence constructed by the Seller on a boundary of the Property, the Buyer will not:
- 2.6.1 alter or remove the fence except as required to repair or replace the fence because of damage or wear and tear; or
- 2.6.2 repair or renew the fence with any materials which are not of the same nature, quality and standard as those originally used.
- 2.7 The Buyer will not erect or display or permit to be erected or displayed on the Property any sign, hording or advertising of any description whatsoever without written approval by the Seller except:
- 2.7.1 a builder's sign during the period of construction of a residence on the Property;
- 2.7.2 a "For Sale" sign after a residence capable of occupation has been completed on the Property.
- 2.8 The Buyer will not raise, breed or keep or permit to be raised, bred or kept any insects, reptiles, animals, livestock or poultry on the Property or any part thereof provided that this restriction shall not operate to prevent the Buyer from keeping up to four domestic pets on the Property;
- 2.9 In the case of a corner lot, no residence shall be erected on the Property unless:
- 2.9.1 the residence provides at least one major opening facing the direction of the secondary street;
- 2.9.2 the residence's secondary street elevation matches the primary street elevation in colours, materials, openings and/or roof form for a minimum distance of 4m from the truncation of the corner of the Lot; and
- 2.9.3 the side boundary fencing finishes at least 4m from the predominant truncation (excluding laneway truncations) of the corner of the Lot unless otherwise approved by the Seller in which case the Seller will only approve visually permeable fencing.
- 2.10 The Buyer will not park any commercial vehicle (which includes a truck, bus, tractor, panel van or utility), boat or caravan on the Property unless it is invisible to public view;
- 2.11 The Buyer will not repair or restore or allow any repairs or restoration work to be carried out to any motor vehicle, boat, boat trailer or any other vehicle or any other machine on the Property unless it is behind the building line of the residence and is invisible to public view;
- 2.12 The Buyer will not use or open or allow to be used or opened, any residence erected upon the Property for display purposes without the consent of the Seller which will be granted at the Seller's absolute discretion.

3. SEPARATE AND DISTINCT

Each restrictive covenant in clauses 1 and 2 is a separate and distinct covenant and if any covenant in clause 1 or 2 or its application to any personal circumstance is or becomes invalid or unenforceable then the remaining covenants of clauses 1 and 2 will not be affected and each remaining covenant will be valid and enforceable to the fullest extent permitted by law.

4. TERM OF RESTRICTIVE COVENANTS

The covenants in clauses 1 and 2 expire on and are of no force and effect except in relation to any antecedent breached after 31 December 2025.

5. TERMS USED

Any terms used herein which are defined in the Special Conditions comprising "**Annexure A**" to the Contract will apply herein, unless the context otherwise requires.

APPENDIX E

Local Development Plan (LDP)



LEGEND

LDP Boundary

R25 Coding

R30 Coding

R40 Coding

Public Open Space

Shared Path

Footpath

Corner Lot Design

Primary Dwelling Orientation

Designated Garage Location

Uniform Estate Fencing

No Vehicle Access

This Local Development Plan has been approved by the City under Clause 6A.5 of Town Planning Scheme No.4.

Executive Manager, Planning Services,

City of Armadale

Date

ESTATE LOCAL DEVELOPMENT PLAN

Mason Green, NORTH FORRESTDAL

A QUBE Property Group Project

NORTH

0

25

50

75m

Scale: 1:2500@A3

Date: 12/02/2015

Plan: QUBNF-4-001C

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The provisions addressed below and accompanying plan relates to the WAPC approved subdivision development within the *Mason Green Estate*, Piara Waters (WAPC Ref: 150141).

- The provisions of State Planning Policy 3.1 – Residential Design Codes, as amended (R-Codes), are varied as detailed within this Local Development Plan (LDP).
- All other requirements of the Town Planning Scheme No.4 (TPS4) and R-Codes shall be satisfied in all other matters.
- Mason Green Estate, is zoned ‘Urban Development’ pursuant to TPS4.
- In the case of any inconsistency between the R-Codes and this LDP, the provisions of this LDP prevail.
- Consultation with the adjoining or other landowners to achieve a variation to the R-Codes, as provided by this LDP, is not required.

6. OPEN SPACE and OUTDOOR LIVING AREAS

a) Single Dwellings	
Lot Size	Minimum Open Space
i. Lots 260m ² or less:	30%
ii. Lots 261m ² to 315m ² :	35%
iii. Lots 316m ² to 390m ² :	40%
iv. Lots 391m ² or greater:	45%
b) Designated Grouped/Multiple Dwelling Sites	
i. All Lots/Codings:	Pursuant to R-Codes provisions.

c) Outdoor Living Areas	Minimum
i. R25 and R30 Single Houses:	Min dimension of 4m and 30m ² in area.
ii. R40 Single Houses:	Min dimension of 4m and 24m ² in area.
iii. All Grouped and Multiple Dwellings:	Pursuant to R-Codes provisions.

7. SETBACKS

a) Primary Dwelling Orientation to Street	Minimum
i. R25 & R30 coding:	3.0m*
ii. R40 coding:	2.0m*
* Average Primary Street Setbacks to not apply within the LDP area.	

b) Primary Dwelling Orientation to POS	Minimum
i. All Lots:	2.0m

c) Garage Setbacks	Minimum
i. Front Loaded Lots– Single (tandem) garage design:	5.4m
ii. Front Loaded Lots– Double garage design:	3.5m**

c) Garage Setbacks	Minimum
** A reduced garage setback of 3.5m may be permitted for double garage designs where: <ul style="list-style-type: none">No footpath is provided or planned to be provided within the adjacent verge; orIf a footpath is located within the adjacent verge, providing no less than a 4.5m spacing between the footpath and the garage door; andThe garage being setback minimum 0.5m behind the main building line. Compliance with R-Codes is required in all other instances.	

d) Side Setbacks	Minimum
i. Secondary Street Boundary	1.0m
ii. Public Open Space Boundary	1.0m
iii. Boundary Walls: Applicable only to lots with a frontage of 10m or less.	Nil#
# Boundary walls are permitted to both side boundaries, regardless of length and behind the nominated front/rear setbacks, subject to the dwelling being designed to provide a high level of architectural detail, and variations in materials and/or colours, to the street and/or Public Open Space elevation. NB. This provision does not apply to secondary street, laneway or Public Open Space side boundaries. Double-storey boundary walls are permitted subject to addressing the relevant Design Principles of the R-Codes. R-Codes boundary wall provisions apply for all other lots.	

8. BUILDING FORM & ORIENTATION

a) Primary Street Elevation
The design of dwellings shall include an articulated front elevation in the direction of the Primary Street or Public Open Space (as applicable). Lots 419-424 shall provide a suitable front entry addressing the Primary Street. The front elevation shall consist of at least one major opening to a habitable room overlooking the Primary Street. An outdoor living area (i.e. alfresco) shall also be provided within the Public Open Space elevation.

b) Corner Lot Designs
The design of dwellings nominated as ‘Corner Lot Designs’ shall include a side return that: <ul style="list-style-type: none">is a minimum length of 4m;provides at least one major opening facing the direction of the Secondary Street or Public Open Space (as applicable); andwhere lots are not impacted by access restrictions or infrastructure requirements access to on-site car parking spaces may be provided from either the primary or secondary street orientation.

- c) All fencing shall be visually permeable above 1200mm and be constructed of materials compatible with the dwelling, i.e. brick piers with balustrade/slats made from powder-coated metal or timber.

- d) All entry gates shall be visually permeable and constructed of materials compatible with the dwelling, i.e. vertical or horizontal slates constructed of powder-coated metal and/or timber.
- e) Where practical dwellings are to be designed to take advantage of northern solar orientation.

9. VEHICULAR ACCESS and GARAGES

- a) Designated garage locations apply to some lots as identified on the LDP; this referencing the side of the lot to which the garage must be located. Designated garage locations do not prescribe boundary walls.
- b) All other garage locations will be subject to the location of infrastructure services, dedicated on-street parking bays and Estate retaining, landscaping and fencing. It is not mandatory for garages to access the site via a secondary street where available.
- c) Front loaded garages and supporting structures are to be located at least 0.5m behind the main part of the dwelling. Corner lots with narrow frontages may be exempt from this provision at the discretion of the City of Armadale.
- d) Front loaded lots (10m or greater frontage): a front loaded double garage not exceeding 6.0m in width, or 50% of the frontage, whichever is greater, is permitted subject to compliance with LDP Provision 8a).
- e) Front loaded lots (less than a 10m frontage): a single (tandem) garage shall generally be provided.
- f) A double garage is permitted up to a maximum 75% of the primary frontage subject to a dwelling comprising a two-storey dwelling design with upper floor extending the full width of the garage.

10. UNIFORM ESTATE BOUNDARY FENCING

- a) Uniform Estate fencing will be provided by the developer for abutting specific lots.
- b) Any Estate provided fencing/retaining on private lots shall not be modified without written approval from the City and shall be maintained as visually permeable by landowners where applicable.
- c) Other than landscaping treatments (e.g. hedges or shrubs), screening of the permeable style sections of the uniform Estate fencing is not permitted (e.g. bamboo, shade-cloth and powder-coated steel panels etc).

11. INCIDENTAL DEVELOPMENT

- a) Outbuildings are to be screened from public view unless constructed from the same materials as the dwelling.
- b) Clothes drying and storage areas and ground based hot water storage tanks are to be screened from public view.

This Local Development Plan has been approved by the City under Clause 6A.5 of Town Planning Scheme No.4.

Executive Manager, Planning Services,

City of Armadale

Date

ESTATE LOCAL DEVELOPMENT PLAN

Mason Green, NORTH FORRESTDALÉ Page 2 of 2

A QUBE Property Group Project

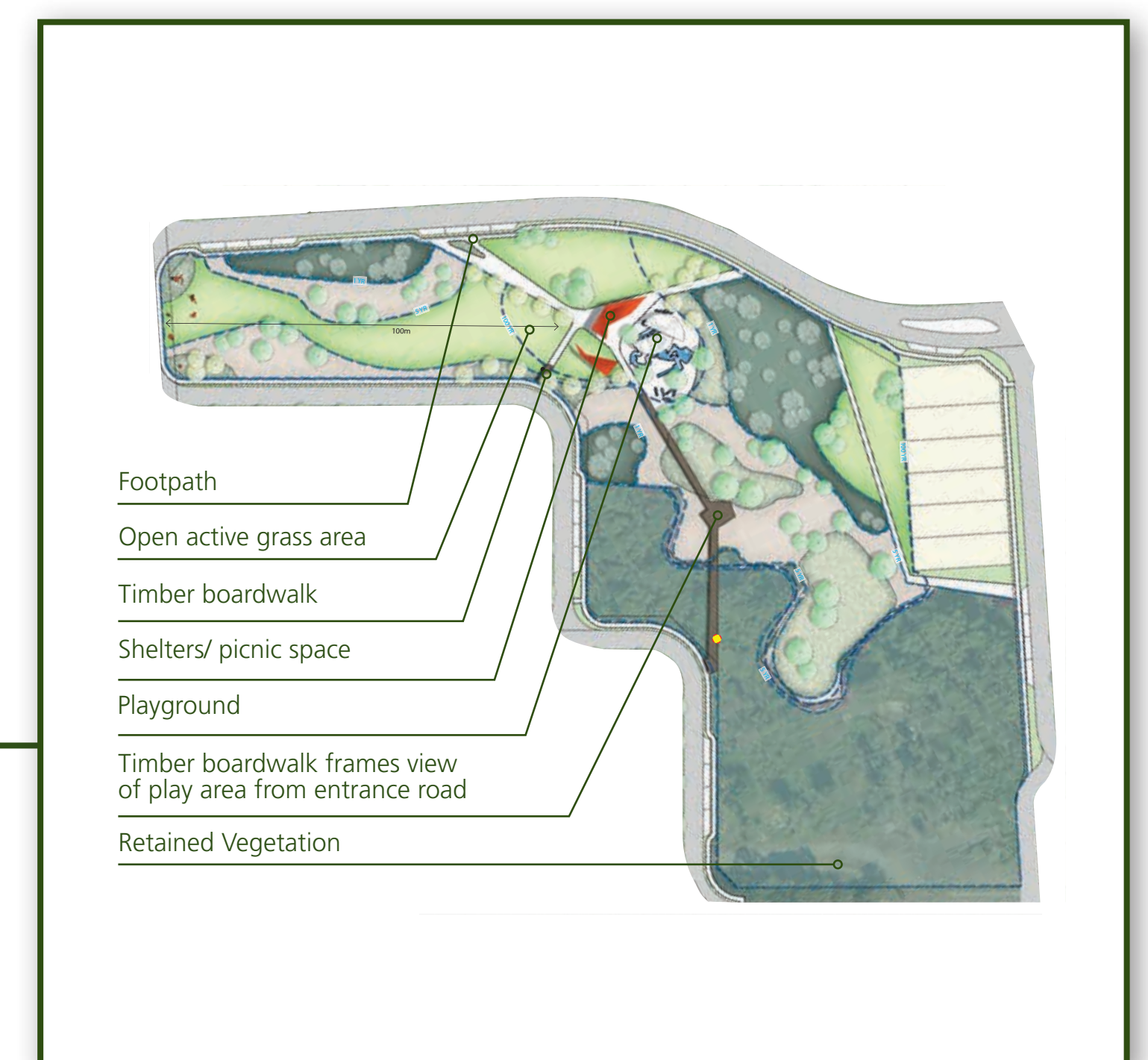
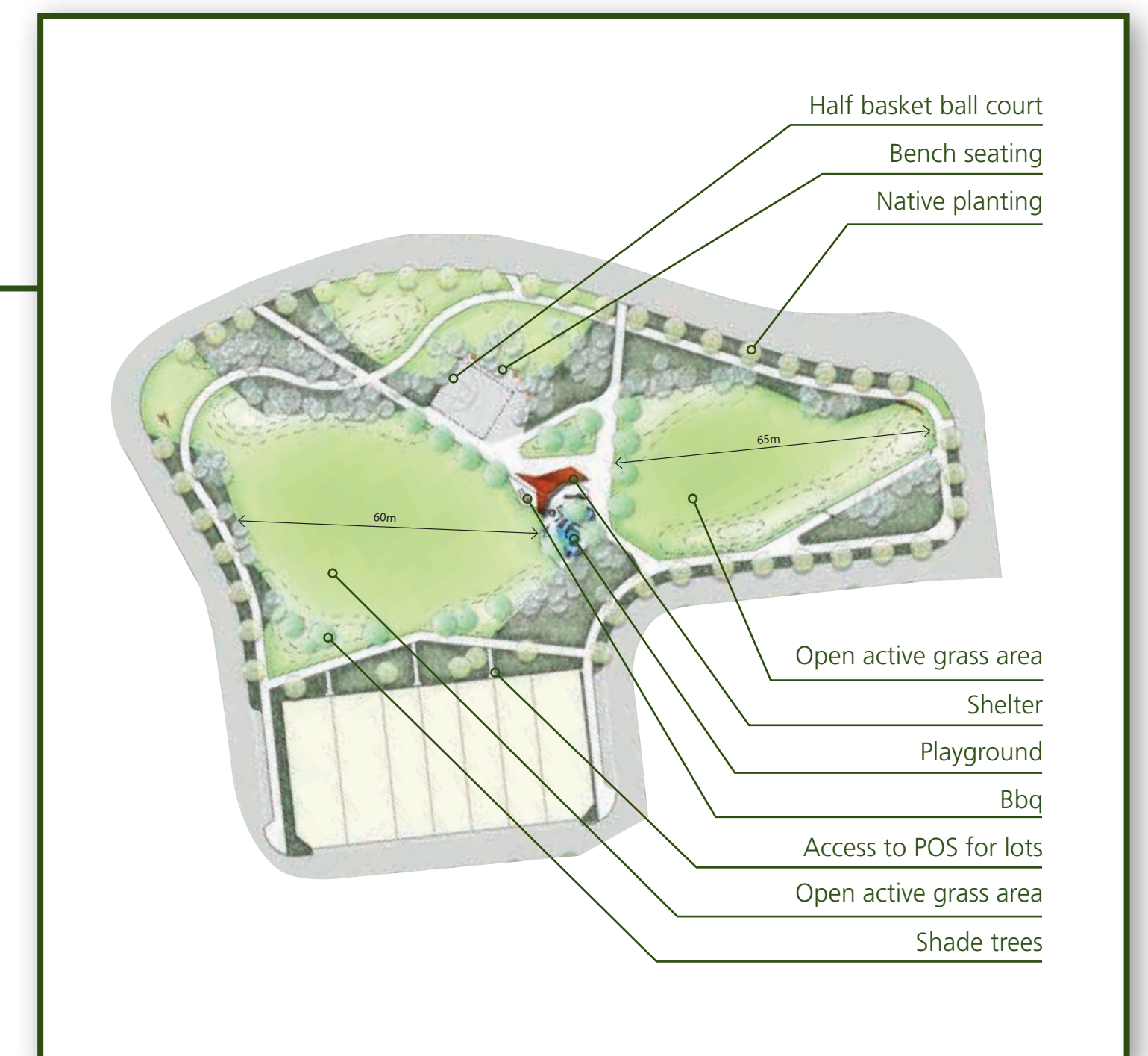
Not to Scale
Date: 13/02/2015
Plan: QUBNF-4-001C

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APPENDIX F

Indicative Master Plan



LEGEND

- Sales Office
- Stage 1

- Future Releases
- Roads

Note 1: Lots abutting laneways may be subject to a 1m x 1m Light Pole easement or road widening.
Note 2: This plan is indicative only and may be subject to change. All dimensions and areas are subject to survey. The particulars on this plan are supplied for identification purposes only and shall not be taken as a representation in any respect on the part of the vendor or its agents. Authorities should be consulted when services are contained within lot boundaries as building restrictions may apply. Some services may not be shown, as engineering design is still to be finalised. Selected existing trees to remain. All Engineering, Electrical, Cadastral & Encumbrances are still to be finalised and are subject to change.