

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR TIMBER PESTS



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ANNEXURE B

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

6 Gumblossom Avenue, Piara Waters

1. The Buyer may at their expense obtain a non-invasive written Report on any Timber Pest Activity or Damage of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.

This Annexure does not apply to: (a) any Activity or Damage outside the Building; (b) any comments in the Report about conditions conducive to or susceptibility to Timber Pests; or (c) recommendations for further investigations.

2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
(a*) / / OR (b*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller, Seller Agent or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Activity on, or Damage to, the Building, the Buyer may at any time within three (3) Business Days after the Date serve a Timber Pest Notice on the Seller, Seller Agent or Seller Representative giving the Seller Five (5) Business Days to agree to Eradicate and/or Repair.
5. If the Seller elects in writing to Eradicate and/or Repair pursuant to the Timber Pest Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by, the Seller's Builder in relation to Repair or a Consultant in relation to Eradication or, the later of them if both are required and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in a good and workmanlike manner through (a) a Builder to Repair or (b) a Consultant to Eradicate, and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing the Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then that amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to Eradicate and/or Repair within Five (5) Business Days from when the Timber Pest Notice was served on the Seller, Seller Agent or Seller Representative then
(a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
(b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
- 9.1 "Activity" means evidence of the presence of current Timber Pests.
- 9.2 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011WA*) qualified to remedy the matters set out in the Major Structural Defects Notice.
- 9.3 "Consultant" means an independent inspector qualified and experienced in undertaking, pre-purchase property inspections pursuant to the Standard and Eradication.
- 9.4 "Damage" means evidence of damage caused by Timber Pests to the Building.
- 9.5 "Date" means the date inserted or calculated in clause 2. If no date is inserted in clause 2 then the Date will be Five (5) Business Days from the later of: (i) the Contract Date; or (ii) the Latest Time for Finance Approval (if any).
- 9.6 "Eradicate" and "Eradication" mean the treatment necessary to eradicate Activity affecting the Building.
- 9.7 "Repair" means the Work necessary to repair any Damage.
- 9.8 "Report" means a report performed in accordance with the Standard by a Consultant at the Property.
- 9.9 "Standard" means Australian Standard AS 4349.3-2010 (as amended from time to time) Inspection of buildings Timber Pest Inspections.
- 9.10 "Timber Pests" means subterranean and dampwood termites, borers of seasoned timber and wood decay fungi as defined in the Standard.
- 9.11 "Timber Pest Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to Eradicate and/or Repair that the Buyer requires pursuant to the Report.
- 9.12 "Work" means the work required to Repair pursuant to the Timber Pest Notice.
- 9.13 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

contract for sale of land or strata title by offer and acceptance



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NOTICE: Contracts must be lodged with the Office of State Revenue for duty assessment within two (2) months of the date the last person executes the Contract
WARNING - If the Buyer is not an Australian Citizen or Permanent Resident or a New Zealand Citizen then FIRB approval (and a special condition to this Contract) may be required and additional Duty will be payable. Any non Australian resident will need to give the ATO notice of their purchase within 30 days after settlement.
WARNING - A Withholding Amount **may** apply to this Contract (see 2022 General Condition 3.7).
WARNING - If GST is relevant to this transaction then the relevant GST provision should be outlined in the Special Conditions or in an attached GST Annexure, which forms part of this Contract.

TO:
 Address
 Suburb State Postcode

As Agent for the Seller / ~~Buyer~~

THE BUYER

Name
 Address
 Suburb State Postcode
Name
 Address
 Suburb State Postcode

EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE the Land and Property Chattels set out in the Schedule ("Property") with vacant possession unless stated otherwise in the Special Conditions at the Purchase Price on the terms set out in the Schedule, the Conditions and Special Conditions as:

Sole owner Joint Tenants Tenants in Common specify the undivided shares

SCHEDULE

The **Property** at:
 Address
 Suburb State Postcode
 Lot Deposited/~~Survey/Strata/Diagram~~/Plan Whole / ~~Part~~ Vol Folio

A **deposit** of \$ of which \$ is paid now and \$ to be paid within days of acceptance to be held by

("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price
Settlement Date
Property Chattels including

GST WITHHOLDING

- Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? YES NO
- If NO is ticked or no box is ticked (in which case the answer is deemed to be NO), then the Buyer is not required to make a payment under section 14-250 of the Taxation Administration Act 1953 (Cth).
- If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

FINANCE CLAUSE IS APPLICABLE

LENDER/
 MORTGAGE BROKER (NB: If blank, can be any)
 LATEST TIME: 4pm on:
 AMOUNT OF LOAN:
 SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES.

contract for sale of land or strata title by offer and acceptance

CONDITIONS

1. SUBJECT TO FINANCE

If the Buyer signs the "Finance Clause is not Applicable" box in the Schedule, or if no information is completed in the 'Finance Clause is Applicable' box in the Schedule, then this Clause 1 does not apply to the Contract.

If any information is completed in or the Buyer signs the 'Finance Clause is Applicable' box in the Schedule then this Clause 1 applies to the Contract.

1.1 Buyer's Obligation to Apply for Finance and Give Notice to the Seller

- (a) The Buyer must:
- (1) immediately after the Contract Date make a Finance Application to a Lender or a Mortgage Broker using, if required by the Lender, the Property as security; and
 - (2) use all best endeavours in good faith to obtain Finance Approval.
- (b) If the Buyer does not comply with Clause 1.1(a) or 1.1(c)(1) then the Contract will not come to an end pursuant to clause 1.2 and the Buyer may not terminate the Contract under Clause 1.3. The rights of the Seller under this Clause 1.1 will not be affected if the Buyer does not comply with Clause 1.1.
- (c) The Buyer must immediately give to the Seller or Seller Agent:
- (1) an Approval Notice if the Buyer obtains Finance Approval; or
 - (2) a Non Approval Notice if the Finance Application is rejected;
- at any time while the Contract is in force and effect.

1.2 No Finance Approval by the Latest Time: Non Approval Notice Given

This Contract will come to an end without further action by either Party if on or before the Latest Time:

- (a) the Finance Application has been rejected; or
- (b) a Non Approval Notice, is given to the Seller or Seller Agent.

1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time the Seller or Seller Agent has not been given:

- (a) an Approval Notice; or
- (b) a Non Approval Notice;

then this Contract will be in full force and effect unless and until either the Seller gives written Notice of termination to the Buyer or the Buyer terminates this Contract by giving a Non-Approval Notice to the Seller or Seller Agent.

1.4 Finance Approval: Approval Notice Given

If by the Latest Time, or if Clause 1.5 applies, before the Contract is terminated:

- (a) Finance Approval has been obtained; or
- (b) an Approval Notice has been given to the Seller or Seller Agent;

then this Clause 1 is satisfied and this Contract is in full force and effect.

1.5 Notice Not Given by Latest Time: Sellers Right to Terminate

If by the Latest Time an Approval Notice or a Non Approval Notice has not been given to the Seller or Seller Agent then at any time until an Approval Notice or a Non Approval Notice is given, the Seller may terminate this Contract by written Notice to the Buyer.

1.6 Buyer Must Keep Seller Informed: Evidence

(a) If requested in writing by the Seller or Seller Agent the Buyer must:

- (1) advise the Seller or Seller Agent of the progress of the Finance Application; and
- (2) provide evidence in writing of:
 - (i) the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; and/or
 - (ii) in the case of any Finance Application made to a Mortgage Broker, any "preliminary assessment" of the suitability of the proposed credit contract provided to the Buyer by the Mortgage Broker pursuant to section 116 of the Credit Protection Act; and
- (3) if applicable, advise the Seller or Seller Agent of the reasons for the Buyer not accepting any loan offer.

(b) If the Buyer does not comply with the request within 2 Business Days then the Buyer authorises the Seller or Seller Agent to obtain from the Lender and/or Mortgage Broker the information referred to in Clause 1.6(a).

1.7 Right To Terminate

If a Party has the right to terminate under this Clause 1, then:

- (a) termination must be effected by written Notice to the other Party;
- (b) Clauses 23 and 24 of the 2022 General Conditions do not apply to the right to terminate;
- (c) upon termination the Deposit and any other monies paid by the Buyer must be repaid to the Buyer;
- (d) upon termination neither Party will have any action or claim against the other for breach of this Contract, except for a breach of Clause 1.1 by the Buyer.

1.8 Waiver

The Buyer may waive this Clause 1 by giving written Notice to the Seller or Seller Agent at any time before the Latest Time, or if Clause 1.5 applies, before the Contract is terminated. If waived this Clause is deemed satisfied.

1.9 Definitions

In this Clause:

Amount of Loan means the amount referred to in the Schedule, any lesser amount of finance referred to in the Finance Application or any lesser amount of finance acceptable to the Buyer. If the amount referred to in the Schedule is blank, then the amount will be an amount equivalent to the Purchase Price.

Approval Notice means a statement in writing given by the Buyer, a Lender or a Mortgage Broker to the Seller, or Seller Agent to the effect that Finance Approval has been obtained.

Credit Protection Act means the *National Consumer Credit Protection Act, 2009* (Cwth).

Finance Application means an application made by or on behalf of the Buyer:

- (a) to a Lender to lend any monies payable under the Contract; or
- (b) to a Mortgage Broker to facilitate an application to a Lender.

Finance Approval means a written approval by a Lender of the Finance Application, a written offer to lend or a written notification of an intention to offer to lend made by a Lender:

- (a) for the Amount of Loan;
- (b) which is unconditional or subject to terms and conditions:
 - (1) which are the Lender's usual terms and conditions for finance of a nature similar to that applied for by the Buyer; or
 - (2) which the Buyer has accepted by written communication to the Lender, but a condition which is in the sole control of the Buyer to satisfy will be treated as having been accepted for the purposes of this definition; or
 - (3) which, if the condition is other than as referred to in paragraphs (1) and (2) above includes:
 - (i) an acceptable valuation of any property;
 - (ii) attaining a particular loan to value ratio;
 - (iii) the sale of another property; or
 - (iv) the obtaining of mortgage insurance;and has in fact been satisfied.

Latest Time means:

- (a) the time and date referred to in the Schedule; or
- (b) if no date is nominated in the Schedule, then 4pm on the day falling 15 Business Days after the Contract Date.

Lender means any bank, building society, credit union or other institution which makes loans and in each case carries on business in Australia.

Mortgage Broker means means a holder of an Australian Credit Licence pursuant to section 35 of the Credit Protection Act or a credit representative pursuant to sections 64 or 65 of that legislation.

Non Approval Notice means:

- (a) advice in writing given by the Buyer or a Lender to the Seller, or Seller Agent to the effect that the Finance Application has been rejected or Finance Approval has not been obtained; or
- (b) advice in writing from a Mortgage Broker to the Seller or Seller Agent to the effect that:
 - (1) (i) they have made inquiries about the Buyer's requirements and objectives under this Contract;
 - (ii) they have conducted a "preliminary assessment" pursuant to sections 116 and 117 of the Credit Protection Act of the suitability of the credit contract proposed for the Buyer arising from the Finance Application; and
 - (iii) they have assessed that proposed credit contract as being unsuitable for the Buyer; or
- (2) the Finance Application to a Lender has been rejected.

2. Acceptance of an offer by one Party to the other Party will be sufficiently communicated by the accepting Party to the other Party if verbal or written notification is given by the accepting Party or their Representative or Real Estate Agent that the accepting Party has signed the Contract.

3. The 2022 General Conditions together with the Annexure of Changes to the 2022 General Conditions Caused by changes to the transfer of Land Act 1893 are incorporated into this Contract so far as they are not varied by or inconsistent with the Conditions or Special Conditions of this Contract.

4. The parties consent to the information in this Contract being used/disclosed by REIWA and the Seller Agent in accordance with the privacy collection notices pursuant to the Australian Privacy Principles that appear on the REIWA and Seller Agent's websites.

SPECIAL CONDITIONS

1. The Buyer is aware that they will be required, prior to settlement, to complete and lodge a Foreign Transfer Duty Declaration which may result in the payment by them of Foreign Transfer Duty which is not included in the purchase price. The buyer acknowledges they have made all necessary enquiries to satisfy themselves about their responsibilities regarding Foreign Transfer Duty.



contract for sale of land or strata title by offer and acceptance

SPECIAL CONDITIONS - Continued

BUYER [If a corporation, then the Buyer executes this Contract pursuant to the Corporations Act.]

Signature	Date	Signature	Date
Signature	Date	Signature	Date

THE SELLER (FULL NAME AND ADDRESS) ACCEPTS the Buyer's offer

Name	Nipuna Gayantha Manimel Wadu De Silva		
Address	6 Gumblossom Avenue		
Suburb	Piara Waters	State	WA
		Postcode	6112
Name	Dulmini Tharuka Wijebandara Wijerathna Mudiyansele		
Address	6 Gumblossom Avenue		
Suburb	Piara Waters	State	WA
		Postcode	6112

EMAIL: The Seller consents to Notices being served at:

[If a corporation, then the Seller executes this Contract pursuant to the Corporations Act.]

Signature	Date	Signature	Date
Signature	Date	Signature	Date

RECEIPT OF DOCUMENTS

The Buyer acknowledges receipt of the following documents:

1. This offer and acceptance
2. Strata disclosure & attachments (if strata)
3. 2022 General Conditions
4. Certificate of Title

5. Annexure of changes to General Conditions (form 198)

Signature	Signature
-----------	-----------

RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance
2. 2022 General Conditions

3. Annexure of changes to General Conditions (form 198)

Signature	Signature
-----------	-----------

CONVEYANCER (Legal Practitioner/Settlement Agent)

The Parties appoint their Representative below to act on their behalf and consent to Notices being served on that Representative's email address.

	BUYER'S REPRESENTATIVE	SELLER'S REPRESENTATIVE
Name	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Signature	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>

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01/25

ANNEXURE OF CHANGES TO THE 2022 GENERAL CONDITIONS CAUSED BY CHANGES TO THE TRANSFER OF LAND ACT 1893

LANDGATE WILL NOT ISSUE, OR REQUIRE DUPLICATE CERTIFICATES OF TITLE FOR LAND TO BE PRODUCED, FROM THE 7TH AUGUST 2023, CONSEQUENTLY THE PARTIES AGREE TO VARY THE 2022 GENERAL CONDITIONS IN THE FOLLOWING MANNER:

	CONDITION	CHANGES
1.	3.10(a)	Delete subclause (1).
2.	3.11	Delete clause 3.11.
3.	26.1 definition of "Duplicate Certificate of Title"	Delete the definition of "Duplicate Certificate of Title".

Buyer

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Nipuna Gayantha Manimel Wadu De Silva

Date _____

Signature _____

Name Dulmini Tharuka Wijebandara Wijerathna Mudiyansele

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

AUSTRALIAN STANDARD PRE-PURCHASE INSPECTION FOR MAJOR STRUCTURAL DEFECTS



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ANNEXURE A

This annexure forms part of the Contract for the Sale of Land or Strata Title for the Property at

6 Gumblossom Avenue, Piara Waters WA 6112

NOTE - THIS ANNEXURE ONLY APPLIES TO, AND IS LIMITED TO, MAJOR STRUCTURAL DEFECTS PURSUANT TO APPENDIX "A" OF THE STANDARD AND NOT OTHER DEFECTS, MAINTENANCE OR OTHER SAFETY ISSUES.

1. The Buyer may at their expense obtain a written Report on any Major Structural Defects of the residential building and of the following described areas Located upon the Property ("**Building**"). If nothing is completed in the blank space then the Building will be the residential Building only.
2. The Buyer must serve a copy of the Report on the Seller, Seller Agent or Seller Representative by 4PM on: *complete (a) or (b)
 (a*) / / **OR** (b*) 14 days after acceptance ("Date")
3. If the Buyer, and Seller Agent or Seller or Seller Representative do not receive the Report before the Date then the Buyer will be deemed to have waived the benefit of this Annexure. Time is of the essence.
4. If the Report identifies Major Structural Defects to the Property's Building, the Buyer may at any time but no later than three (3) Business Days after the Date serve a Major Structural Defects Notice on the Seller, Seller Agent or Seller Representative giving the Seller five (5) Business Days to agree to remedy the Major Structural Defects.
5. If the Seller elects in writing to remedy the Major Structural Defects in the Major Structural Defects Notice then the Settlement Date will be delayed until the later of: (a) three (3) Business Days after the Seller's Work is completed as certified by the Seller's Builder and (b) the Settlement Date.
6. The Seller must do the Work expeditiously and in good and workmanlike manner through a Builder and provide evidence to the Buyer of completion of the Work.
7. If, prior to the Seller commencing Work, the Seller and Buyer wish to agree and do agree an amount to be paid by the Seller to the Buyer then the amount will be deducted from the Purchase Price at Settlement and the Seller will not undertake the Work.
8. If the Seller does not agree in writing to remedy Major Structural Defects within five (5) Business Days from when the Major Structural Defects Notice was served on the Seller, Seller Agent or Seller Representative then:
 - (a) At any time within a further Five (5) Business Days after (1) that period ending (if no notice is given by the seller); or (2) the date notice in writing is given by the Seller to the Buyer, the Buyer may give notice in writing to the Seller, Seller Agent or Seller Representative terminating the Contract and the Deposit and other monies paid will be repaid to the Buyer;
 - (b) if the Buyer does not terminate the Contract pursuant to this clause 8, then this Annexure ceases to apply and the Contract continues unaffected by this Annexure.
9. In this Annexure:
 - 9.1 "Builder" means a registered building service contractor (as defined in the *Building Services (Registration) Act 2011*WA) qualified to remedy the matters set out in the Major Structural Defects Notice.
 - 9.2 "Consultant" means an independent inspector qualified and experienced in undertaking pre-purchase property inspections to ascertain Major Structural Defects.
 - 9.3 "Date" means the date inserted or calculated in clause 2. If nothing is inserted in clause 2 then the Date will be five (5) Business Days from the later of (i) the Contract Date; or (ii) the Latest Time for Financial Approval (if any).
 - 9.4 "Major Structural Defects" means a fault or deviation from the intended structural performance of a building element and is a major defect to the building structure of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility, or further deterioration of the building structure. Major Structural Defects does not include any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling etc., general maintenance, or spalling of masonry, fretting of mortar or rusting of primary structural elements.
 - 9.5 "Major Structural Defects Notice" means a Notice in writing from the Buyer to the Seller to provide the Seller with the opportunity to agree to rectify the Major Structural Defects that the Buyer requires to be rectified.
 - 9.6 "Report" means the report performed in accordance with Appendix A of the Standard by a Registered Builder Consultant. It is not a special purpose report, nor an all-encompassing report dealing with every aspect of the Property. The Report should only be a reasonable attempt to identify Major Structural Defects to the Building structure pursuant to Appendix "A" of the Standard. The presence of defects will only be relevant in this Annexure when the defects are a Major Structural Defect.
 - 9.7 "Standard" means Australian Standard AS 4349-2007 (as amended from time to time) Inspections of buildings Part 1: Pre-purchase Structural Inspection - Residential buildings).
 - 9.8 "Work" means the work required to rectify the Major Structural Defects set out in the Major Structural Defects Notice.
 - 9.9 Words not defined in this Annexure have the same meaning as defined in the Standard or the 2022 General Conditions.

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

BUYER SIGNATURE

BUYER SIGNATURE

SELLER SIGNATURE

SELLER SIGNATURE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

4041 243

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 109 ON DEPOSITED PLAN 73102

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

DULMINI THARUKA WIJEBANDARA WIJERATHNA MUDIYANSELAGE
NIPUNA GAYANTHA MANIMEL WADU DE SILVA
BOTH OF 4 KIRKE STREET EDEN HILL WA 6054
AS JOINT TENANTS

(T P752207) REGISTERED 23/10/2023

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 73102 AND INSTRUMENT P563984
2. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 73102 AND INSTRUMENT P563984
3. P563986 NOTIFICATION SECTION 165 PLANNING & DEVELOPMENT ACT 2005 LODGED 28/9/2023.
4. P752208 MORTGAGE TO AUSTRALIA & NEW ZEALAND BANKING GROUP LTD REGISTERED 23/10/2023.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP73102
PREVIOUS TITLE: 4036-577
PROPERTY STREET ADDRESS: 6 GUMBLOSSOM AV, PIARA WATERS.
LOCAL GOVERNMENT AUTHORITY: CITY OF ARMADALE

Plan Information

Tenure Type	Freehold
Plan Type	Deposited Plan
Plan Purpose	Subdivision

Plan Heading
 Lots 9-13, 22-25, 47-50, 85-96, 104, 105, 107-114, 118, 120, 9001, Roads, Covenant, Easements and Restrictive Covenant

Locality & Local Government

Locality	Plana Waters
Local Government	City of Armadale

Department of Planning, Lands and Heritage

File Number	
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Examination

Examined	E. Milewska	Date	7.06.2023
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Planning Approval

Planning Authority	Western Australian Planning Commission
Reference	162723

Delegated under s. 16 P&O Act 2005
 Date: 22-Sep-2023

In Order For Dealings

Subject To

SEC 168(1)(2), 167, 150, 165 OF THE P&D ACT
 SEC 136D, 1298A OF THE TLA
 SEC 195 & 196 OF THE LAA

28.09.2023

E.Milewska

Date: 28.09.2023

For Inspector of Plans and Surveys

Plan Approved

Reg. 26A (4)

28.09.2023

Inspector of Plans and Surveys / Authorised Land Officer:

Amendments

Version	Amendment Description	Authorised By	Date

Former Tenure

New Lot / Land	Parent Plan Number	Title Reference	Subject Land Description
9-11, 22-25, 47-50, 86	P1 Lot 150	Z117/1000	
12, 85, 87-95	DP 63062	Z117/1000	
13, 96, 104, 105	DP 73 101	4038/577	
107-114, 118, 120	DP 73 101	4038-577	
9001	P 88 1 DP 63062 DP 73 101	1300/500 Z117/1000 4038/577	

Former Tenure Interests and Notifications

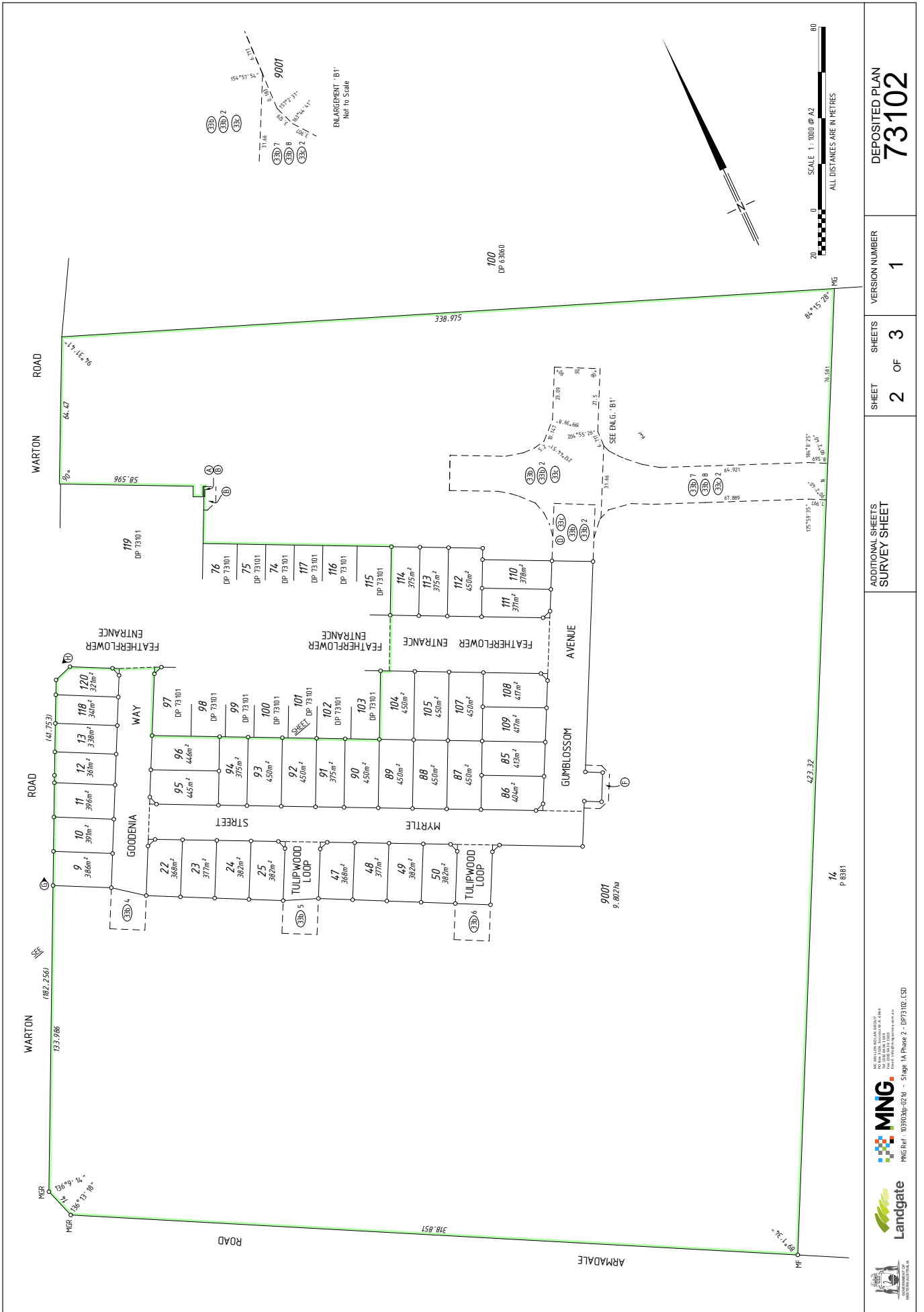
Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
(3B)	EASEMENT (Sewerage)	SEC 167 OF THE P&O ACT 2005 REG 33 (b)	DP 73101	LOT 9001	WATER CORPORATION	
(3B) 2	EASEMENT (Water Supply)	SEC 167 OF THE P&O ACT 2005 REG 33 (b)	DP 73101	LOT 9001	WATER CORPORATION	
(3B)	EASEMENT (Electricity Supply)	SEC 167 OF THE P&O ACT 2005 REG 33 (c)	DP 73101	LOT 9001	ELECTRICITY NETWORKS CORPORATION	
(B)	RESTRICTIVE COVENANT	SEC 1298A OF THE TLA 1893	DOC P982869	LOT 9001	ELECTRICITY NETWORKS CORPORATION	FIRE SEPARATION
(A)	NOTIFICATION (Factors Affecting Use or Enjoyment of Land)	SEC 70A OF THE TLA 1893	DOC P982860	LOT 9001		TRANSFORMER NOISE

New Interests

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
(3B) 1, (3B) 5 (3B) 4, (3B) 7	EASEMENT (Sewerage)	SEC 167 OF THE P&O ACT 2005 REG 33 (b)	THIS PLAN	LOT 9001	WATER CORPORATION	
(3B) 8	EASEMENT (Water Supply)	SEC 167 OF THE P&O ACT 2005 REG 33 (b)	THIS PLAN	LOT 9001	WATER CORPORATION	
(3B) 2	EASEMENT (Electricity Supply)	SEC 167 OF THE P&O ACT 2005 REG 33 (c)	THIS PLAN & DOC P563964	LOT 9001 ALL LOTS EXCEPT LOT 9001	ELECTRICITY NETWORKS CORPORATION ALL LOTS EXCEPT LOT 9001	
(E)	RESTRICTIVE COVENANT	SEC 1298A OF THE TLA 1893	DOC P562963	LOT 9001	ELECTRICITY NETWORKS CORPORATION	FIRE SEPARATION RESTRICTION OF ACCESS to road vehicle access to and from adjacent roads
(B) 4	COVENANT	SEC 150 OF THE P&O ACT 2005	THIS PLAN	LOTS 9-13, 118 & 120	CITY OF ARMADALE	
(D)	EASEMENT	SEC 195 & 196 OF THE LAA 1997	DOC P676362	LOT 9001	CITY OF ARMADALE AND THE PUBLIC AT LARGE	PUBLIC ACCESS

New Notifications and Memorials

Subject	Purpose	Statutory Reference	Origin	Land Burdened	Benefit To	Comments
	NOTIFICATIONS (Hazards or other Factors)	SEC 165 OF THE P & D ACT 2005	DOC P563987	LOTS 9-13, 22, 23, 95, 96, 118, 120		RISK/SAFE MANAGEMENT PLAN
	NOTIFICATIONS (Hazards or other Factors)	SEC 165 OF THE P & D ACT 2005	DOC P563985	LOTS 9-13, 22-25, 94-96, 118, 120		TRANSPORT NOISE
	NOTIFICATIONS (Hazards or other Factors)	SEC 165 OF THE P & D ACT 2005	DOC P563986	LOTS 9-13, 22-25, 47-50, 85-96, 104, 105, 107-114, 118, 120		PISTOL CLUB NOISE



DEPOSITED PLAN
73102

VERSION NUMBER
1

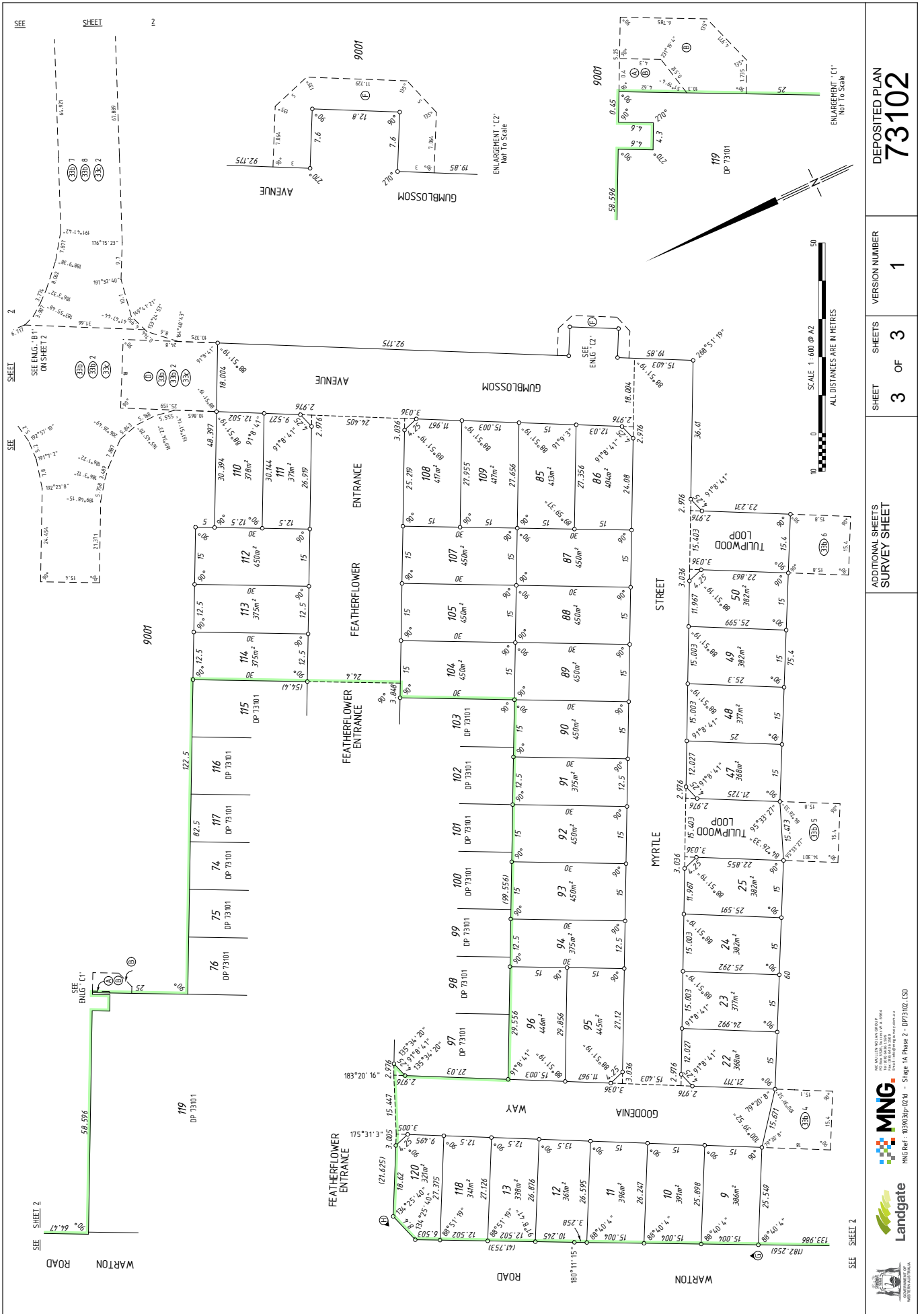
ADDITIONAL SHEETS
SURVEY SHEET

SHEET
2 OF **3**

SHEETS
3

MNG
MNG Ref: 1039030p-02-N - Stage 1A Phase 2 - DP73102 (SD)





DEPOSITED PLAN
73102

VERSION NUMBER
1

SHEETS
3 OF 3

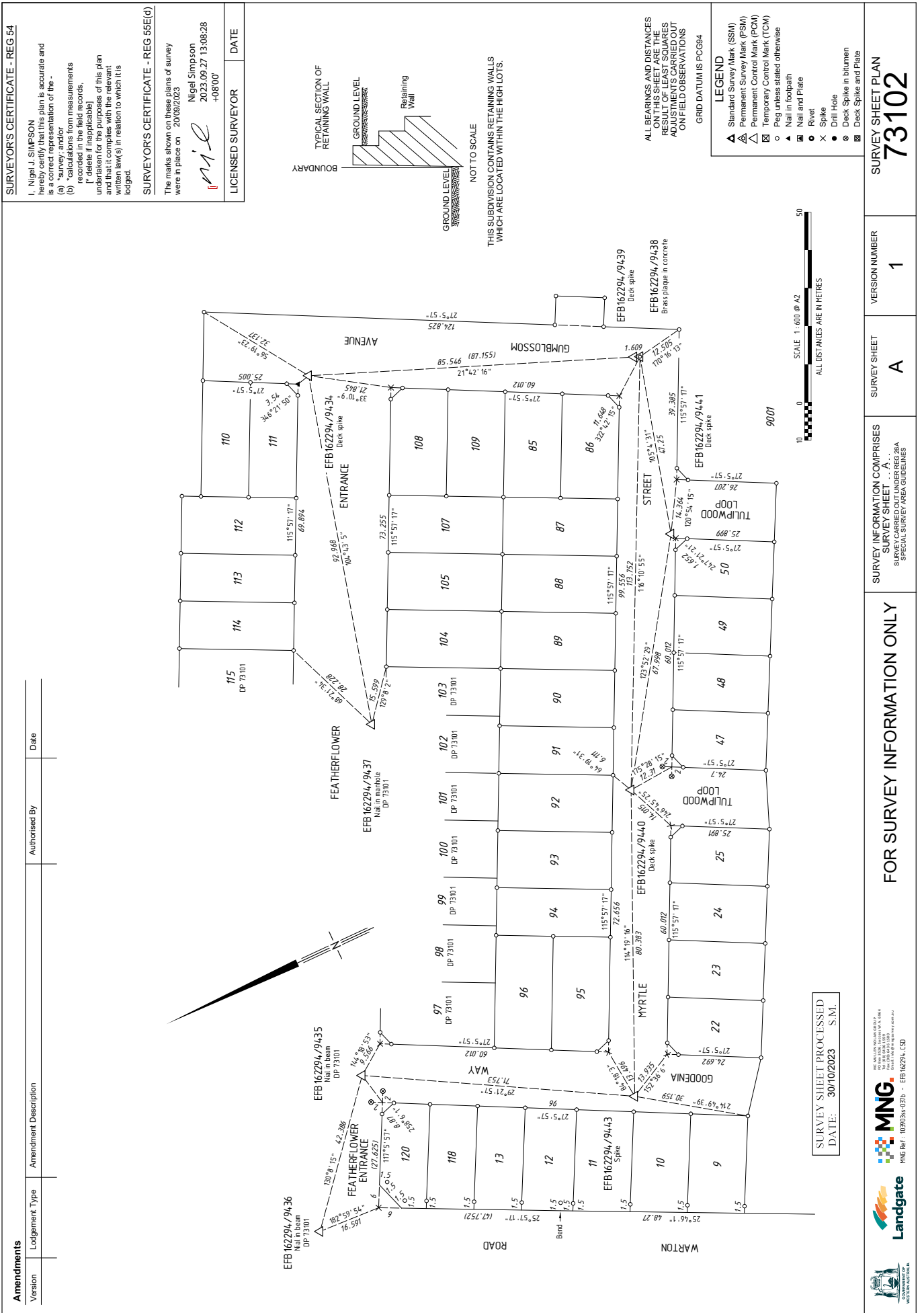
ADDITIONAL SHEETS
SURVEY SHEET

MNG
MNG Ref: 1039030p-02/01 - Stage 1A Phase 2 - DPF3102.CSD

Landgate



SEE SHEET 2



Deposited Plan 73102

Lot	Certificate of Title	Lot Status	Part Lot
9	4041/214	Registered	
10	4041/215	Registered	
11	4041/216	Registered	
12	4041/217	Registered	
13	4041/218	Registered	
22	4041/219	Registered	
23	4041/220	Registered	
24	4041/221	Registered	
25	4041/222	Registered	
47	4041/223	Registered	
48	4041/224	Registered	
49	4041/225	Registered	
50	4041/226	Registered	
85	4041/227	Registered	
86	4041/228	Registered	
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112	4041/246	Registered	
113	4041/247	Registered	
114	4041/248	Registered	
118	4041/249	Registered	
120	4041/250	Registered	
9001	4041/251 (Cancelled)	Retired	
0	N/A	Registered	
0	N/A	Registered	
0	N/A	Registered	
0	N/A		
0	N/A	Registered	
0	N/A		
0	N/A		

Deposited Plan 73102

<u>Lot</u>	<u>Certificate of Title</u>	<u>Lot Status</u>	<u>Part Lot</u>
0	N/A		
0	N/A		
0	N/A	Registered	

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated. Execution by a corporation or body corporate must be in accordance with the Corporation Act.




EXAMINED

3440-0039-5299v2

OFFICE USE ONLY

P563984 RC

25 May 2023 14:49:43 Perth



RESTRICTIVE COVENANT
(INSERT NAME OF DOCUMENT)

LODGED BY: **Corrs Chambers Westgarth**
 ADDRESS: Brookfield Place Tower 2
 123 St Georges Terrace
 Perth WA 6000
 PHONE NO: Phone: 9460 1666
 FAX NO: Fax: 9460 1667
 REFERENCE NO: Box 95J
 ISSUING BOX NO:

PREPARED BY: Corrs Chambers Westgarth
 ADDRESS: Level 6 Brookfield Tower Two
 123 St George's Terrace
 PERTH WA 6000
 PHONE No. (08) 94601666 FAX No. (08) 9460 1667
 EMAIL: natasha.barnard@corrs.com.au
 REFERENCE NO. GK:9182645 - Wildflower Stage
 1A

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1.		Received Items
2.		
3.		Nos
4.		○
5.		AL
6.		Receiving Clerk

Registered pursuant to the provisions of the *TRANSFER OF LAND ACT 1893* as amended on the day and time shown above and particulars entered in the Register.


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3440-0039-5299v2



Wildflower

Stockland Wildflower
 Warton Road (Corner Armadale Road)
 Piara Waters WA 6112
 E: design@stockland.com.au



Stockland

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3440-0039-5299v2

DESIGN APPROVAL CHECKLIST

Site plan

1:200 or 1:100 scale

- Existing and proposed contours
- Proposed floor levels
- All setback dimensions to boundaries
- Fencing (incl. dimensions of fence return setbacks, stepped fencing, side street boundary fencing, etc).

Floor plan

1:100 scale

- Internal layout
- Dwelling areas
- Dimensions (including setbacks, articulation, porch, etc).
- Ancillary fixtures and equipment (eg. rainwater tanks, hot water systems, etc).
- Sheds, outbuildings, pergolas, etc.

All elevations

1:100 scale

- External materials and colours
- Proposed floor levels and building heights from natural ground level
- Eave dimensions
- Roof pitch
- Sheds, outbuildings, pergolas, etc.

Sections

1:100 or 1:50 scale

- Built form and natural ground level
- Site cut/fill
- Ceiling heights
- Retaining walls

External materials & colours schedule

- Wall cladding material and colour
- Roof material and colour
- Gutters, fascias, downpipes colour
- Window and door frames colour
- Decks, verandahs, etc.
- Fencing material and colour
- Driveway material and colour

Landscape plan

1:100 scale

- Plant list, including species and sizes
- Front fencing details, material and colour
- Driveway material and colour
- Paving or hardscape material and colour
- Retaining walls

DESIGN APPROVAL CHECKLIST

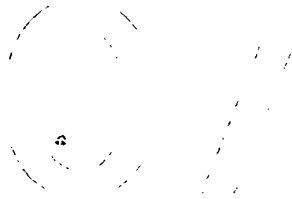
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EXPLANATORY NOTES

Architectural Feature	Acceptable architectural features to comply with clause 3.6 may include a gambrel, gable-end, blade wall or any other feature visible from the public reserve.
Articulated Facade	Variations to the elevation through projections and indentations in the floor plan resulting in the creation of shadows and depth to add visual interest.
Carport	An open, self-supporting structure or a structure under the main roof supported by posts, pillars or piers.
Corner Lots	A corner lot is defined as being located at the junction of two streets, street and mews or at the junction of a street and public reserve.
Entry Pergola	An entry feature with a separate permeable roof and supported by pillars or piers.
Facade	A facade is the face of a building especially the primary or front elevation showing its most prominent architectural features.
Gable	A triangular top section of a wall on a building with a pitched roof. Gables may be in the same material as the wall or include a secondary material such as timber or weatherboard cladding.
Gambrel	A triangular feature within the roof structure most commonly finished with timber or weatherboard cladding.
Habitable Room	Includes all living rooms, kitchens and bedrooms, but not bathrooms, WCs or circulation space.
Laneway	Is a narrow local street type without a verge which is located along the rear and/or side property boundary. Vehicle access to garages should be from the laneway.
Main Building Line	The main building line is measured from the front most habitable room on the primary street elevation not the projection of a feature.
Masonry Gateway Wall	A self-supporting structure usually detached to the main dwelling and located in front of the primary entry.
Mews	Is a narrow local street type without a verge which is located along the front of the property boundary.
Moulding & Sills	Architectural moulding and sills will be accepted as a secondary colour or material where it is considered of merit to the overall design and character of the home.
Porches	Porches are created through an indentation in the floor plan resulting in an area of overhanging roof, usually where the front door is located. (Porches or indentations in the floor plan covered by the main roof will not be considered an architectural feature.)
Portico	An entry feature with a separate roof and supported by masonry pillars and/or posts.
Primary Street	The front elevation of the home will be situated on the primary street which includes the main entry to the dwelling.
Projecting Blade Wall	A wall which projects forward of adjacent walls, is perpendicular to the facade and usually extends past the gutter line.
Public Reserve	A public reserve is any parkland, bushland or wetland designated as public open space within the residential community.
Return Fence	A return fence extends from the secondary street fencing to the side of the home.
Secondary Street	The secondary street is the road which intersects or adjoins the primary street and does not include the main entry to the dwelling.
Verandah	A shading structure which has its own separate roof and must be supported by posts, pillars or piers.
Window Hood	A structure which is attached to the building and designed to provide shading to windows.
Window Overhang	A window overhang is a structure built into the home that shades windows as a substitute to eaves.

EXPLANATORY NOTES

3440-0039-5299v2



COOL ROOFS AT WILDFLOWER

A roof designed to provide and maintain high solar reflectance

7.1 What is a cool roof?

A cool roof is one that has been designed to reflect more sunlight and absorb less heat than a standard roof. Nearly any type of building can benefit from a cool roof.

When implemented at scale, cool roofs can counter the urban heat island effect, caused by the heat absorbing materials in the built environment.

By reflecting incoming solar radiation, cool roofs can reduce temperatures inside buildings and mitigate cooling demand for an entire city.



7.2 Benefits of cool roofs

A cool roof can benefit a building and its occupants by:

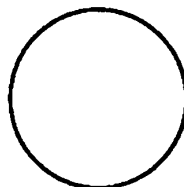
- Reducing energy bills by decreasing air conditioning needs.
- Improving indoor comfort for spaces that are not air conditioned, such as garages or covered patios.
- Decreasing roof temperature, which may extend roof service life.
- Increase ecological sustainability factor, or make your building 'greener'.
- Mitigating your community's urban heat island effect.

7.3 Types of cool roofs

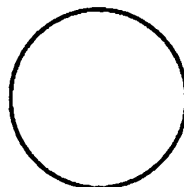
Stockland recommends the use of roofing with a solar absorbance rating of less than 0.4, in line with the National Construction Code to maximise the benefits.

A list of Colorbond options is provided here (or to be colour matched).

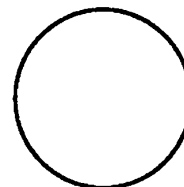
Colorbond®



Surfmat®



Classic Cream™



Dover White™

06 EXTERNAL ELEMENTS

6.4 Outbuildings

All outbuildings and garden sheds must be constructed behind the front and/or secondary street building line unless it can be shown that they are not visible from the adjacent street or public area.

6.5 Presentation and maintenance of your lot

- Your property must be kept in a clean and tidy state at all times.
- Where rubbish, soil and grass cuttings are washed or blown from your lot and Stockland determines it is necessary to remove this rubbish, you will be responsible to pay for the cost of the removal.
- The owner/builder must maintain an industrial waste bin or fully wrapped cage bin on site at all times.
- The bin is to be established on site as soon as construction has commenced. This waste bin must be regularly emptied and must be covered when full, so no material escapes the waste bin.
- The site must be cleared of any rubbish or building material on a daily basis with this rubbish and building material placed into the waste bin each afternoon when building activity has finished for the day.
- No excavated material shall be placed on other lots, verges or public areas.
- The owner/builder must ensure street trees are not damaged during construction. If a street tree is damaged, the tree must be replaced by the owner.
- When the home is constructed and completed, the owner is responsible for maintaining the front and secondary street frontages. All turf and garden areas are the owner's responsibility and are to be kept mowed and maintained.



06

EXTERNAL ELEMENTS

6.1 General requirements

Any additions, fixtures, equipment, sheds, outbuildings or pergolas must be located to the rear of your home, out of sight from your street or any public reserve.

This includes (but is not limited to) satellite dishes, external hot water services, solar hot water systems with roof-mounted tanks, water tanks, spa pumps, heating and cooling units, rubbish disposal containers, rainwater tanks, washing lines and solar pool heating coils.

Solar panels for heating water or generating energy are exceptions to this.

6.2 Bin storage

Rubbish bins must be screened and out of public view.

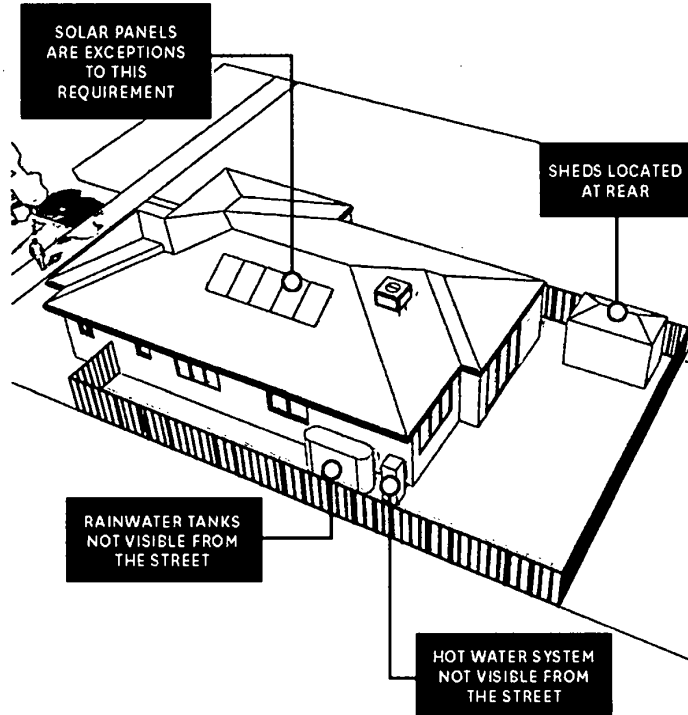
Bin location and storage area is to be noted on plans at time of submission. Dedicated bin storage is required behind the front building line of the home behind the side fence return and must be detailed on the plan.

6.3 Construction obligations

Provide a skip bin or skip bag onsite for the duration of the construction period.

Site cleanliness is to be maintained.

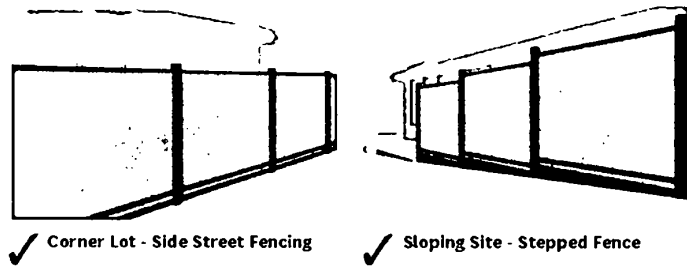
Where the developer has constructed a fence, entry statement or retaining wall, it is to be maintained by the owners to the standard to which it was constructed.



05 FENCING AND BOUNDARIES

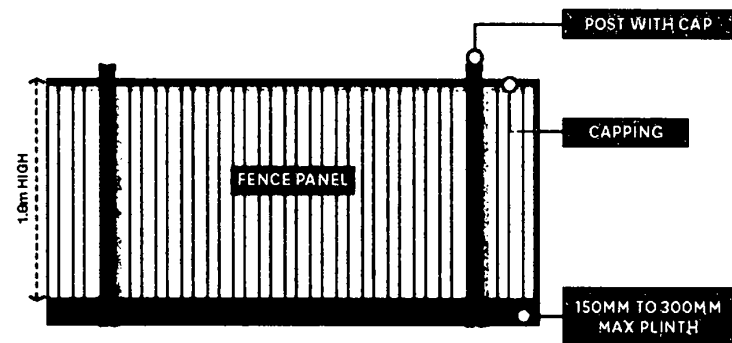
5.4 Lot level differences

Stockland has designed the finished ground levels in the estate so that no lot has an unretained level difference greater than 300mm to an adjacent lot or verge. Where there is an unretained design level difference of greater than 150mm between lots or a lot and verge, Stockland will install steel plinths to deal with level differences of up to 300mm as part of the fencing installation. Any additional steel plinth retaining required for heights above 300mm as a result of the owner or builder altering the design finished ground level shall be the responsibility of the owner/s.



✓ Corner Lot - Side Street Fencing

✓ Sloping Site - Stepped Fence



Fence Detail

05 FENCING AND BOUNDARIES

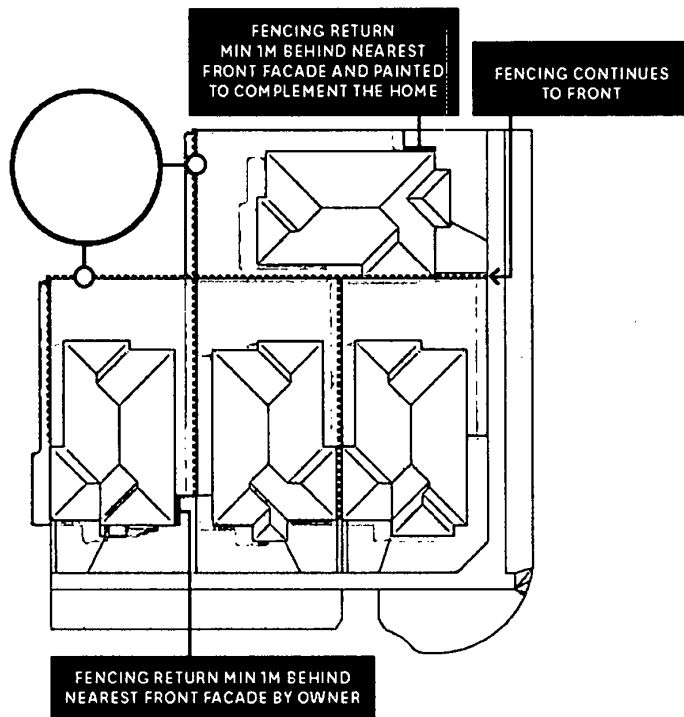
5.2 Mandatory side and rear fencing

Fencing constructed along the side and/or rear boundaries must be:

- A maximum of 1.8m in height.
- Must be constructed with Colorbond in colour Riversand.
- Where no front fence is constructed, the side fence must return to the house a minimum of 1m behind the front build line.
- Where the side boundary forms the rear boundary of an adjoining lot, the side fence may continue to the front of the lot.
- Please discuss proposed fencing with your adjoining neighbours prior to construction and refer to the relevant Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 legislation and guidelines in your state and local government area.

5.3 Retaining walls

Retaining walls visible from the street or a public space must be constructed of materials matching those provided by the developer (unless otherwise approved by Stockland). Pre-cast concrete 'panel and post' retaining walls are not permitted.



05

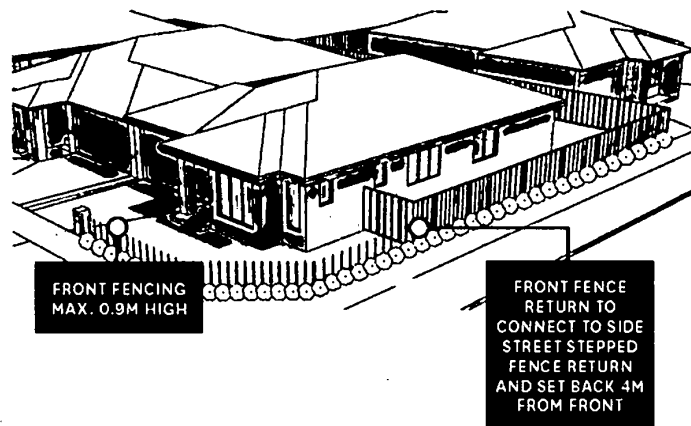
FENCING AND BOUNDARIES

5.1 Front and secondary street fencing

Front fencing as viewed from the street or a public space must not be higher than 0.9m. Materials and colours must be consistent or complementary to the primary street elevation's finishes.

Fencing to a secondary street must be set back at least 4m from the corner truncation, constructed of Colorbond colour Riversand (unless otherwise approved by Stockland) and be a maximum of 1.8m high.

As per Fencing and Landscaping contract the return fence panels are not included in the package and are the owner's responsibility to construct or arrange after the fencing has been installed.





FRONT GARDEN LANDSCAPE

4.1 Extent of landscaping

Landscaping to be completed by LD Total as outlined in your contract of sale provided by Stockland.

4.2 Letterboxes

Letterboxes must:

- Be located on the primary street frontage.
- Be incorporated into the front fencing or a standalone structure and constructed of materials that match the feature material of the front facade or the materials used within the landscaping.
- A diagram or image of the proposed letterbox must be included in the covenant application for approval.

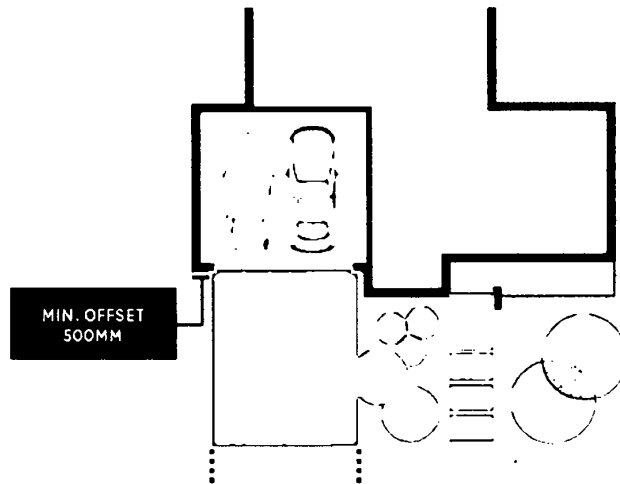
4.3 Driveways

Driveways are to be constructed in accordance with local government requirements and be offset at least 500mm from the nearest side boundary.

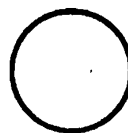
Driveways must not be constructed from plain concrete, black or terracotta red pavers.

Driveway and crossover are to be completed prior to occupation.

Driveways must not cut through a public footpath.



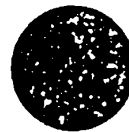
Stamped concrete



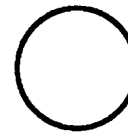
Coloured concrete



Brick pavers



Exposed aggregate concrete



Light-grey plain concrete



03 HOW YOUR HOME ADDRESSES THE STREET

One additional feature (excluding windows and doors) must be included in the front elevation. This may include:

- Projecting blade wall in a feature colour/material (minimum 500mm in width projecting at least 300 mm above the eaves).
- Balcony which occupies 20% of the front elevation and is 1.5m in depth.
- Built-in planter box (at least 1m long).
- Roof feature such as a gambrel or end gable.
- Louvre windows or canopies/window hood with a horizontal emphasis.
- Elevated eaves with a feature recess or similar detail to the forward/projected part of the roof.
- Other features creating visual interest may also be accepted.

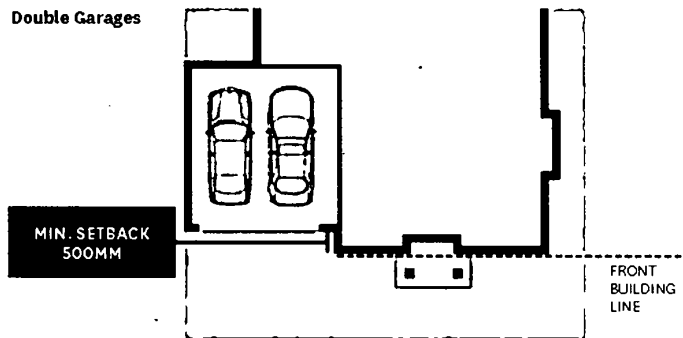
3.7 Garages

Freestanding or attached carports and garages must include a roof design and design features which are consistent with the form and materials of the home.

All garages are required to be recessed a minimum of 500mm behind the front building line of the home.

Where a triple garage is to be constructed, the third garage must be set back a minimum of 500mm from the other garage doors.

It is recommended that a dedicated Electric Vehicle (EV) charging point is provided in the garage. Where this is not provided, garages are required to have a provision for a 16A Single Phase GPO centrally located within the garage to allow for future EV charging. The conduit from the switchboard to the GPO is to be sized to allow for the upgrade of supply cable to 3 Phase in the future.



✓ 3.7 Acceptable garage setback.

03 HOW YOUR HOME ADDRESSES THE STREET

3.5 External materials

All external materials and colours are to be submitted to Stockland for approval and must reflect contemporary architecture.

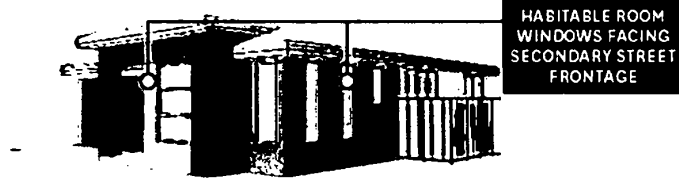
- Two (2) contrasting materials or colours must be applied to the front and secondary street facade of the house.
- No one material can be more than 80% of the facade area (excluding windows, doors, roof gables and infills).
- Unfinished 'commons' and double height brcks are not permitted.
- Bright or primary colours are not permitted unless they are used as a minor (max 20%) feature element on the facade area.
- Homes located on corners shall address both streets through their design by extending the primary elevation features (colours/materials and architectural features) onto the secondary street elevation where forward of a return fence.

3.6 Architectural features

At least one window of a habitable room overlooking the street or public reserve shall be incorporated in the primary facade.

Where more than two adjacent dwellings are being constructed by the same owner, create identifiable differences in facades, however use of complementary materials and colour palette over the development is permitted.

An entry feature or room must be located 900mm forward of the garage where a double garage is proposed.



HABITABLE ROOM WINDOW FACING SECONDARY STREET FRONTAGE

✓ Front facade materials or colours mirrored on secondary street facade

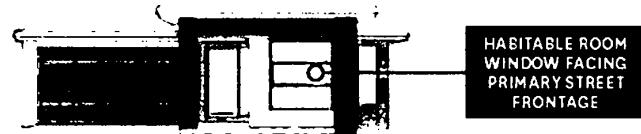
✓ Habitable room with windows

3.4 Windows on habitable rooms facing secondary street.

3.5 Front facade materials and colours extend to secondary street facade.

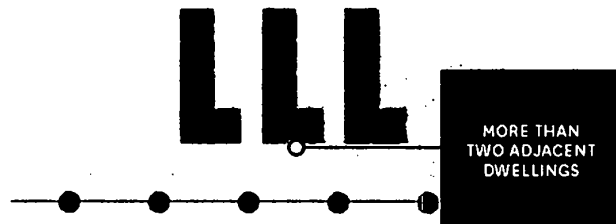


3.6 Suitable use of external materials.



HABITABLE ROOM WINDOW FACING PRIMARY STREET FRONTAGE

✓ 3.6 Windows on habitable rooms provide passive surveillance.



MORE THAN TWO ADJACENT DWELLINGS

3.6 Complementary materials and colours may be used but there must be identifiable differences.

03

HOW YOUR HOME ADDRESSES THE STREET

3.1 Front door facing the street

Your home must have a front door facing the primary street.

3.2 Front entry

The front entry must incorporate either a porch, portico or verandah that has:

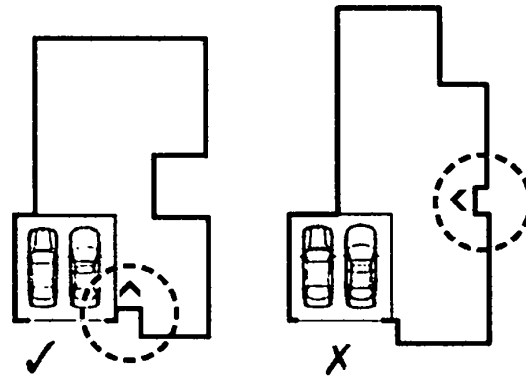
- A minimum under roof area of 4m²
- A minimum depth of 1.5m.

3.3 Parapet walls

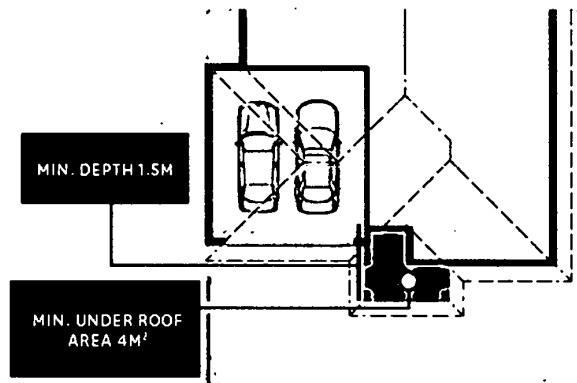
Where a parapet wall is proposed, the gutter must be concealed and the parapet must not extend forward of the building line (excludes garages on the boundary).

3.4 Visibility

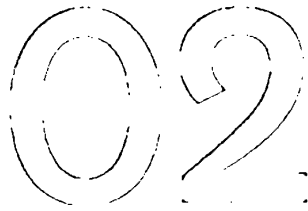
Exposed secondary street facade must incorporate at least one habitable room window with a clear view of the secondary street (excludes highlight windows) to allow for passive surveillance of the street.



3.1 Front door must face primary street.



3.2 Requirements for porch, portico or verandah.



THE STYLE OF YOUR HOME

2.1 Home style

Homes are to be constructed to reflect contemporary architecture and have regard to the climatic conditions of the area and the estate's unique location.

2.2 Roof pitch

Roofing must be of a scale and form representative of contemporary architecture.

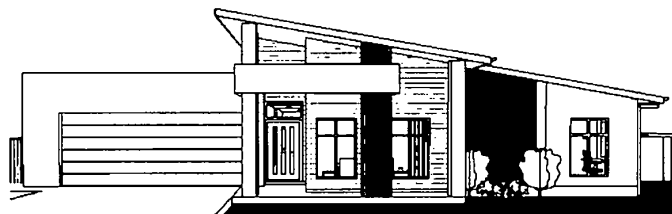
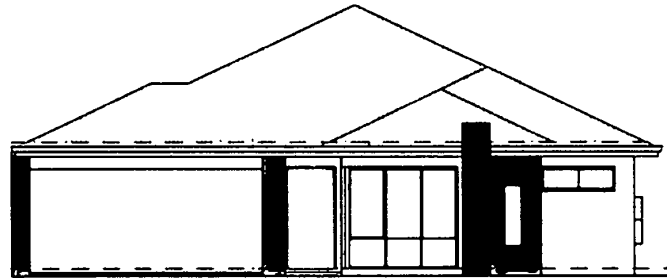
- Hip and gable roofs must have a minimum pitch of 24 degrees.
- Skillion roof planes should not exceed a maximum pitch of 15 degrees, unless it can be demonstrated that a higher roof pitch forms an integral part of the overall architectural design of the home.
- Flat roofs are to be concealed from view on the primary/secondary elevation or from any public reserve by a parapet wall.

Note: Red, Green and Terracotta colours are not permitted.

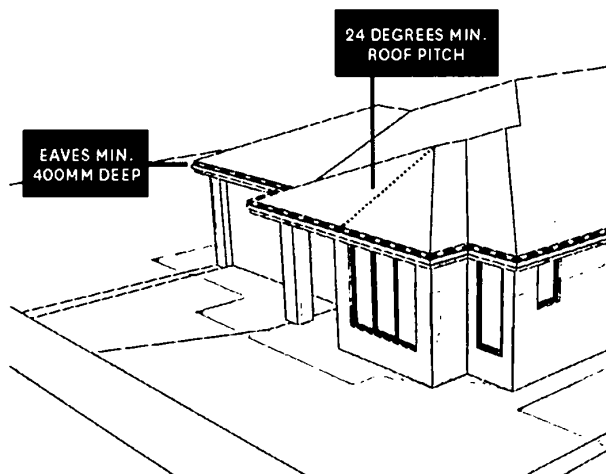
2.3 Eaves

All roofs must have eaves overhanging by a minimum of 400mm (excluding fascia and gutter) to primary and secondary street facades.

Eaves are encouraged to assist with shading of windows, minimising heat gain during the day, and helping to moderate the internal temperature of the home.



✓ Contemporary facade





SITING AND SERVICING YOUR HOME

1.1 Minimum setbacks

The minimum boundary setbacks and driveway locations must be as per R-Codes (State Planning Policy 7.3) and as amended under City of Armadale, Residential Design Code Variations & R-MD Codes (Local Planning Policy PLN 3.10).

Please note: all site plans must be approved by the relevant local government, this is not reviewed by Stockland.

1.2 Surrounding services

House construction and site works must not impact, damage or alter the surrounding levels of services installed within the public verge. If any works (such as filling or landscaping) result in the need for a service to be rectified by Stockland or utility provider, this rectification cost will be passed on to the property owner.

1.3 Footpaths and street trees

An owner/builder must not permit, cause or authorise any damage to:

- Any adjoining lot; and/or
- Any other part of the Wildflower community, including but not limited to footpaths, kerb and stormwater infrastructure, roadways, landscaping and street trees.

Where such damage occurs and Stockland is required to undertake repairs, the owner/builder of the lot will be responsible to pay the cost of these works.



THE DESIGN ESSENTIALS

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DESIGN APPROVAL

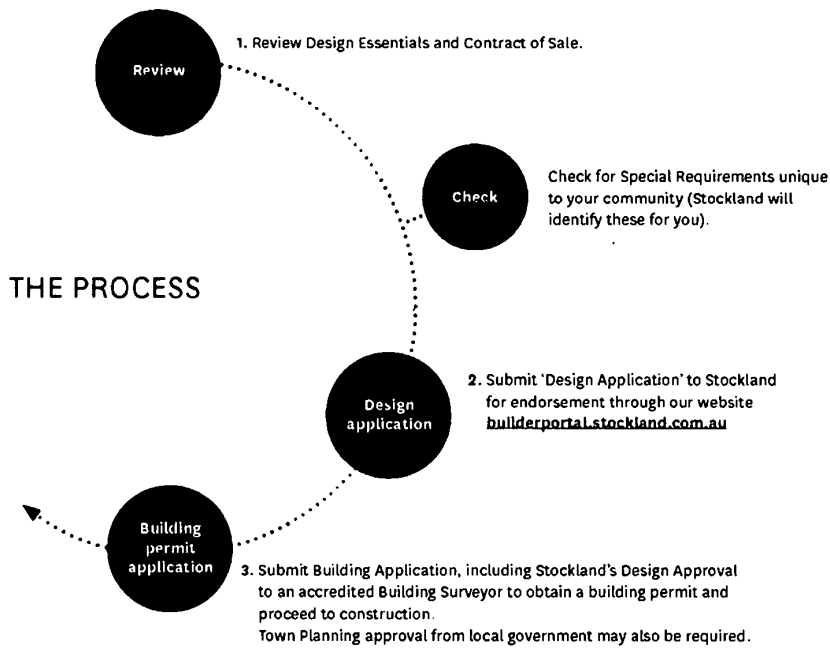
Submission requirements

In order to build, you must apply to and have an application package approved by Stockland's Covenant Specialist. Design Approval by Stockland does not constitute development or building approval or compliance with building regulations. Upon obtaining Design Approval from Stockland, a building approval must be obtained from the local government or a private Building Certifier before construction can commence.

The process

Stockland's Covenant Specialist will endeavour to assess proposals in the shortest possible time, generally within 10 business days of receiving all required information for the application. Approved plans will be stamped approved, copied and returned to the applicant or their agent. The progress of the home and landscape construction will be monitored by Stockland to ensure that it conforms with the approved design.

All requests for comment from Stockland's Covenant Specialist, or any other queries, should be directed to the Stockland Covenant Specialist.



DESIGN ESSENTIALS

The Design Essentials form part of your Contract of Sale and should be referred to when designing your new home. They are intended to create an attractive streetscape that results in a cohesive, quality urban form, while not precluding individual design solutions.

Stockland encourages a variety of architectural styles and materials in the design of your home. Stockland reserves the right to vary the requirements of the Design Essentials at its discretion and approve works which do not comply with the Design Essentials where considered to be of merit.

The Design Essentials apply in addition to, and not in lieu of other statutory requirements. Approval from your local government will still be required in addition to any approval issued by Stockland. Any Local Development Plans take precedence over these guidelines.

Explanatory notes are included in the pack to provide clarification on elements of the Design Essentials.

Submit your application to the Stockland Builder Portal

<https://builderportal.stockland.com.au/s/login/>

BACKGROUND

Stockland's commitment and objectives

Stockland's commitment to you is to encourage quality urban design and development, to deliver a better way to live. Stockland's objective is to create a quality living environment that is centred around a strong sense of community, and to provide a variety of homes to suit a range of lifestyles.

It is important that the design of your home is in keeping with the Design Essentials outlined in this document. They have been created to:

- Encourage visually appealing and cohesive streetscapes that protect your investment
- Promote environmentally responsive development
- Help you get the best out of your homesite
- Outline the process to get your home approved
- Assure you that everyone will contribute to achieving a strong neighbourhood character and standard of housing
- Promote a contemporary approach to design that responds to the local climate and context, and 'The Community Vision'.

THE COMMUNITY VISION

The vision for Wildflower

Living at Wildflower means having everything at your fingertips: schools, shopping, parks, playgrounds, cycleways, sports fields, entertainment and transport. Wildflower also provides a wide range of market-leading housing choices in a variety of community settings.

The Design Essentials outlined in this document allow the implementation of key design principles to deliver a strong sense of place and community.



Wildflower provides an incomparable range of lifestyle choices, providing an outstanding place set in a signature landscape with memorable landmarks where people will love to live. A place that people will be proud to call home.

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Wildflower Design Essentials



 Stockland  Wildflower

design@stockland.com.au

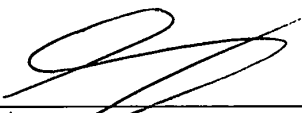
3440-0039-5299V2

ANNEXURE A

3440-0039-5299v2

EXECUTED as a deed poll:

SIGNED for and on behalf of STOCKLAND)
 DEVELOPMENT PTY LIMITED ACN 000 064 835)
 by _____ its)
 Attorney under a Power of Attorney dated 17 May 2018 and)
 Registration No. N903129 and the Attorney declares that the)
 Attorney has not received any notice of the revocation of)
 such Power of Attorney in the presence of:)



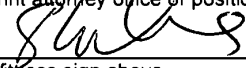
Attorney sign above

Damian John SHEPHARD

Print attorney name above

Regional manager

Print attorney office or position above



Witness sign above

Stephen James Brian HOLMES

Print witness name above

263 Adelaide Terrace, Perth

Witness address

Development Professional.

Witness occupation

3440-0039-5299v2

REFERENCE SCHEDULE

1. DATE OF THIS DOCUMENT

25 MAY 2023

2. PROPRIETOR

STOCKLAND DEVELOPMENT PTY LIMITED ACN 000 064 835 of Level 25 133 Castlereagh Street
SYDNEY NSW 2000

3. SITE

1. Lot 150 on Deposited Plan 63062 comprising the whole of the land contained in Certificate of Title Volume 2717 Folio 1000;
2. Lot 13 on Plan 8381 comprising the whole of the land contained in Certificate of Title Volume 1300 Folio 500; and
3. Lot 9000 on Deposited Plan 73101 comprising the whole of the land contained in Certificate of Title Volume _____ Folio _____.

4. SPECIFIED ENCUMBRANCES

Nil

3440-0039-5299v2

- (f) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this document, and a reference to this document includes any schedule, exhibit or annexure to this document;
- (g) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (h) the word "includes" in any form is not a word of limitation; and
- (i) a reference to "\$" or "dollar" is to Australian currency.

1.3 Governing Law

This document is governed by and will be construed according to the laws of Western Australia.

2. RESTRICTIVE COVENANT

Except for the Recommendations, the registered proprietor for the time being of each Property covenants and agrees that it will not (and will not allow any other person to) breach, or undertake any development on the Property which is not accordance with, the Design Essentials.

3. SECTION 136D OF THE ACT

Pursuant to section 136D of the Act, the Proprietor requires the certificate of title that issues for each Property be encumbered by the Restrictive Covenants.

4. PROPERTIES TO BE BURDENED

The Proprietor intends the burden of the Restrictive Covenants to:

- (a) run with the land described in each certificate of title that issues for each Property; and
- (b) be enforceable by the Proprietor and its successors in title, being each and every subsequent registered proprietor for the time being of a Property (other than the particular Property burdened) against the registered proprietor of the particular Property burdened.

5. PROPERTIES TO BE BENEFITED

The Proprietor intends the benefit of the Restrictive Covenants to be for each Property (other than the particular Property burdened) and may be enforced by the registered proprietor for the time being of each Property (other than the particular Property burdened).

6. SEVERABILITY

- (a) If any term or condition of this document is void, voidable, unenforceable or contrary to law, but would not be void, voidable, unenforceable or contrary to law if it were read down, that term or condition shall be read down accordingly.
- (b) If despite clause 6(a), a term or condition of this document is still void, voidable, unenforceable or contrary to law:
 - (i) if the term or condition would not be void, voidable, unenforceable or contrary to law if a word or words were omitted from the term or condition, then that word or those words (as the case may be) shall be severed from the relevant term or condition; and
 - (ii) in all other cases, the whole of the relevant term or condition shall be severed from this document, and the remaining terms and conditions of this document shall continue in full force and effect.

7. EXPIRY DATE

The Restrictive Covenants shall operate and be enforceable until 11.59pm on 30 November 2032, at which time the Restrictive Covenants will expire and cease to have any further effect.

3440-0039-5299v2

BACKGROUND:

- A. The Proprietor is the registered proprietor of an estate in fee simple of the Site.
- B. The Site is subject to the Specified Encumbrances but otherwise free of all encumbrances.
- C. The Proprietor intends to subdivide the Site and proposes the creation of a number of lots, being lots numbered 9 to 13 (inclusive), lots 22 to 25 (inclusive), lots 47 to 50 (inclusive), , lots 85 to 96 (inclusive), lots 104 to 105 (inclusive), lots 107 to 114 (inclusive), lots 118, 120 and 9001 on the Plan.
- D. Pursuant to section 136D of the Act, the Proprietor requires each Property to be encumbered by the Restrictive Covenants so that the Restrictive Covenants will be noted on the Plan and the burden of the Restrictive Covenants will be noted as an encumbrance on the certificate of title for each Property.
- E. For the avoidance of doubt, lot 9001 on the Plan is not encumbered by the Restrictive Covenants.

DEED POLL AS FOLLOWS:**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this document:

Act	means the <i>Transfer of Land Act 1893 (WA)</i> .
Design Essentials	means the design essentials for the Wildflower development attached to this document as Annexure A.
Plan	means Deposited Plan 73102.
Property	means each of the lots numbered 9 to 13 (inclusive), lots 22 to 25 (inclusive), lots 47 to 50 (inclusive), lots 85 to 96 (inclusive) and lots 104 to 105 (inclusive) lots 107 to 114 (inclusive), lots 118 and 120 on the Plan, which shall be created following the subdivision of the Site.
Proprietor	means the person specified in item 2 of the Reference Schedule.
Recommendations	means those parts of the Design Essentials described as recommendations.
Reference Schedule	means the reference schedule to this document.
Restrictive Covenants	means the restrictive covenants set out in clause 2 of this document.
Site	means the site specified in item 3 of the Reference Schedule.
Specified Encumbrances	means the encumbrances specified in item 4 of the Reference Schedule.
this document	includes this restrictive covenant and all annexures to this document.

1.2 Interpretation

In this document, and unless the context indicates a contrary intention:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the expression "person" includes an individual, the estate of an individual, a corporation and a statutory authority;
- (c) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (d) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (e) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;

3440-0039-5299v2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

BLANK INSTRUMENT FORM

RESTRICTIVE COVENANT

(Note 1)

STOCKLAND DEVELOPMENT PTY LIMITED
ACN 000 064 835
("PROPRIETOR")

DEED OF RESTRICTIVE COVENANT

3440-0039-5299v2

Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [P563984] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

28/9/2023 09:40:08

Restrictive Covenant registration date amended to 28/9/2023. See Corrs Chambers Westgarth letter dated 25/5/2023.

Our reference
RF/NB/9186796

Brookfield Place Tower 2
123 St Georges Terrace, Perth WA 6000, Australia
GPO BOX 9925, Perth WA 6001, Australia
Tel +61 8 9460 1666
Fax +61 8 9460 1667
www.corr.com.au

**CORRS
CHAMBERS
WESTGARTH**

Sydney
Melbourne
Brisbane
Perth
Port Moresby

25 May 2023

To: Registrar of Titles
Landgate
PERTH

Contact
Natasha Barnard (08) 9460 1786
Email: natasha.barnard@corr.com.au

Partner
Rebecca Field

Dear Registrar

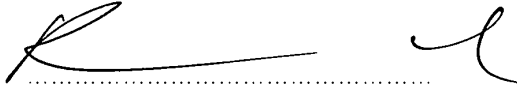
Change of Date: Deposited Plan 73102

I, Rebecca Field, am the solicitor for the applicant Stockland Development Pty Ltd (**Stockland**).
I have authority to make and to authorise on behalf of Stockland the following amendment.

I acknowledge that the registration date for the documents necessary to issue Certificates of
Title and any following documents for Deposited Plan 73102 will be altered to concur with the
yet to be established 'In Order for Dealings' date of the said Deposited Plan.

Please contact Natasha Barnard if you have any queries.

Signed by:



.....
Rebecca Field
Partner, Corrs Chambers Westgarth

EV002452340 LTR



3467-0184-9123v2



COPY TO REGISTER
P563986 NO

25 May 2023 14:49:43 Perth



NOTIFICATION

LODGED BY
Corrs Chambers Westgarth

ADDRESS
Brookfield Place Tower 2
123 St Georges Terrace
Perth WA 6000

PHONE NO. Phone: 9460 1666

FAX NO. Fax: 9460 1667
Box 95J

REFERENCE NO. 103903 - Wildflower Stage 1A Phase 2

ISSUING BOX NO.

PREPARED BY McMullen Nolan Group Pty Ltd

ADDRESS PO Box 3526
SUCCESS WA 6964

PHONE NO. 6436 1599 FAX NO.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

A/S

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received items
2. _____	Nos.
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk

O
AL

ENDORISING INSTRUCTIONS

EXAMINED

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register Book

Initials of signing officer

REGISTRAR OF TITLES



WESTERN AUSTRALIAN PLANNING COMMISSION

FILE No. 162723

TO REGISTRAR OF TITLES
REGISTRAR OF DEEDS AND TRANSFERS

NOTIFICATION

PLANNING AND DEVELOPMENT ACT 2005

THE LAND SET OUT IN THE
SCHEDULE IS LAND TO WHICH SECTION 165 OF
THE PLANNING AND DEVELOPMENT ACT 2005 APPLIES

SCHEDULE

DESCRIPTION OF LAND

LOTS 9-13, 22-25, 47-50, 85-96, 104, 105, 107-114, 118 & 120 ON
DEPOSITED PLAN 73102

EXTENT

WHOLE

VOLUME

FOLIO

REGISTERED PROPRIETOR OF LAND

STOCKLAND DEVELOPMENT PTY LIMITED (ACN: 000 064 835) OF LEVEL 25 133 CASTLEREAGH ST, SYDNEY
NSW 2000


HAZARDS OR OTHER FACTORS SERIOUSLY AFFECTING THE LAND

THIS LOT IS SITUATED IN THE VICINITY OF A SHOOTING RANGE AND IS CURRENTLY AFFECTED, OR MAY IN THE FUTURE BE AFFECTED BY SHOOTING RANGE NOISE. ADDITIONAL PLANNING AND BUILDING REQUIREMENTS MAY APPLY TO DEVELOPMENT ON THIS LAND TO ACHIEVE AN ACCEPTABLE LEVEL OF NOISE REDUCTION.

Dated this 18

day of May

20 23


Paul Ellersbrook, Principal Planner

Signed by an officer duly authorised by the
Western Australian Planning Commission
pursuant to section 16 of the
Planning and Development Act 2005

For: WESTERN AUSTRALIAN PLANNING COMMISSION



Document Notes:

IMPORTANT: THIS PAGE FORMS PART OF DOCUMENT [P563986] AND MAY CONTAIN REFERENCES TO AMENDMENTS OR CORRECTIONS TO THE DOCUMENT

28/9/2023 09:51:02

Notification registration date amended to 28/9/2023. See Corrs Chambers Westgarth letter dated 25/5/2023.

Our reference
RF/NB/9186796

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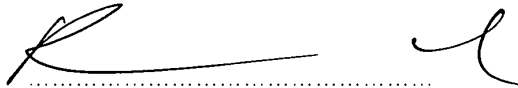
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Signed by:



.....
Rebecca Field
Partner, Corrs Chambers Westgarth

EV002452340 LTR



3467-0184-9123v2

