

Protective Covenants

1. Protective Covenants Relating to the Property

The Buyer acknowledges that the Property will be encumbered by and is sold subject to the protective covenants to be imposed by the Seller as set out below.

1.1 Parking

The Buyer must not construct or permit to be constructed on the Property any House unless:

- (a) the House contains a carport or garage that is enclosed;
- (b) a driveway and the crossover between the road and the parking area on the Property are constructed and completed prior to occupation of the House; and
- (c) the driveway and crossover are constructed of paved materials using brick or block paving or exposed aggregate concrete but not plain in-situ concrete or grey slab.

1.2 Landscaping

The Buyer must not permit garden areas on the Property and within public view to remain unlandscaped after six months of occupation of any House on the Property, including adjoining road verges.

1.3 Vehicle Repairs

The Buyer must not carry out or permit to be carried out on the Property any repairs, restorations or wrecking of any motor vehicle, boat, trailer or any other vehicle unless screened from public view at all times.

1.4 Submission of Plans for Approval

The Buyer must not commence, carry out, erect, construct or alter any development on the Property without plans and specifications (including schedule of finishes) being first submitted to and approved by the Seller (or its representative) and compliance with any condition (consistent with the covenants) imposed by the Seller in giving the approval. **The Seller's email address for this purpose is rcmwa@bigpond.com.**

1.5 Retaining Walls

- (a) The Buyer must not alter, construct or permit to be constructed additional retaining walls on existing boundaries unless additional blocks are required to be added to a retaining wall, in which case engineering certification may be required.
- (b) For clarity, the retaining wall restrictions set out in clause 1.5(a) do not apply to any fencing erected by G. & M. Candeloro Nominees Pty Ltd ACN 008 884 393 or a related body corporate (as defined in the

Corporations Act 2001 (Cth)) of that company (**Original Developer**).

1.6 Fencing

- (a) The Buyer must not construct or permit to be constructed:
 - (i) any proprietary brand Colorbond fencing on the property unless in the colour 'Monument';
 - (ii) any front fence or dividing fence forward of the front building line unless such a fence is constructed of brick, painted rendered masonry or limestone piers and not exceed 1.2 metres in height; and
 - (iii) any side fence abutting any public reserve or road reserve unless such fence does not exceed 1.8 metres in height.
- (b) The Buyer must not take or permit any action to be taken to remove, alter or mark any wall or fence constructed by the Seller (unless additional blocks are required to be added to a retaining wall, in which case engineering certification may be required) on or about any of the boundaries of the Property, not to permit such wall or fence to become damaged, unsafe or fall into a state of disrepair, not to permit any roots or any tree, plant or building or other thing on the property to cause such wall or fence to become structurally unsound and not to repair or renew such wall or fence except in the same style and colour as the existing wall and fence.
- (c) For clarity, the fencing restrictions set out in clause 1.6(a) do not apply to any fencing erected by the Original Developer.

1.7 Corner Lots

- (a) In relation to any lots that are located on a corner, the Buyer must not construct or permit to be constructed on the Property, a House unless:
 - (i) it is designed to address both the Primary Street and the Secondary Street, with habitable rooms facing both the Primary Street and the Secondary Street; or
 - (ii) where there is no habitable room facing the Secondary Street which is adjacent to the front building line, the front elevation treatment or façade extends and continues down the Secondary Street from the front building line by not less than 2 metres.
- (b) The restriction in clause 1.7(a) does not apply where the fencing along the boundary of the Property facing the

Secondary Street is erected by the Seller of the Property.

(c) **Secondary Street**, in relation to a corner lot, means the street that is not the Primary Street.

1.8 Letter Box

The Buyer must not permit any letterbox to be constructed unless it is installed:

- (a) on the Primary Street frontage;
- (b) it is clearly numbered and compliments the House; and
- (c) there is a grassed or paved pathway between the boundary of the Property (adjacent to the letterbox) and the verge across the entire front of the property to facilitate access to the letterbox by postal delivery services.

1.9 'For sale' signs

The Buyer must not permit any real estate agents' 'for sale' signs to be erected on the Property until construction of the House on the Property is at lock-up stage or later.

2. Time Limit

The above protective covenants shall expire and cease to have effect from and including 1 July 2030.

3. Purchaser's Acknowledgment

- (a) The Buyer must make its own enquiries about the impact of the protective covenants imposed by the Seller as they affect the Property and shall be taken to have satisfied itself about the protective covenants prior to the Contract Date.
- (b) The Buyer acknowledges that the burden of the protective covenants in this annexure runs with the Land for the benefit of every other purchaser of land in the Estate excluding any land which is not residential, and shall be enforceable against the Buyer and every subsequent registered proprietor of the Land.
- (c) The Buyer acknowledges that each protective covenant is separate from the other and therefore if any protective covenant becomes invalid or unenforceable then the remaining protective covenants will not be affected and each remaining covenant will be valid and enforceable to the fullest extent permitted by law.
- (d) The Buyer acknowledges that the protective covenants will not be modified, surrendered, released, abandoned whether wholly or partially except with the Seller's written consent.

4. Definitions

In this annexure, unless the contrary intention appears:

- (a) **House** means a single residential dwelling.
- (b) **Primary Street** means unless otherwise designated by the local government, the sole or principal public road that provides access to the major entry (front door) of the House.

Retaining Walls, Fences, Site Works & Site Conditions

1. Retaining Walls & Fences

- 1.1 The Buyer acknowledges and agrees that:
- (a) there may exist retaining walls and/or fences within the boundaries of the Property;
 - (b) the Buyer has satisfied itself as to the location of the retaining walls or fences and any building restrictions that may result from the positioning of such retaining walls and/or fences;
 - (c) the Seller and/or the Seller's Agent does not guarantee that any retaining walls or fences constructed or to be constructed are or will be exactly positioned on the boundaries of the Property;
 - (d) any fencing that is constructed upon the retaining walls (if any) will be constructed on the centreline of the retaining wall projected for the entire length of the boundary and may not be exactly positioned on the boundaries of the Property; and
 - (e) it has satisfied itself as to the positioning of the retaining walls and fences (if any) and hereby waives all rights, interest and legal claims it may have against the Seller or the Seller's Agent in relation to any land that is part of the Property but separated from the Property due to the positioning of the retaining walls (if any) and consequently the fencing constructed upon the retaining walls.
- 1.2 The Buyer agrees to obtain independent advice from a certified Structural Engineer before:
- (a) any variation to the lot or retaining wall levels;
 - (b) the construction of a swimming pool in any proximity to a retaining wall: and
 - (c) installation of boundary fencing.
- 1.3 The Buyer acknowledges and agrees retaining walls have been designed to accommodate the load from a single storey home with a 1 metre setback and a double storey home with a 1.5 metre setback.
- 1.4 The Buyer agrees with the Seller that boundary fences will only be installed by a reputable fencing contractor in accordance with the certified Structural Engineer's specification (Attachment 1 of this Annexure D).

2. Site Works

- 2.1 The Buyer acknowledges that the Seller will not provide any retaining walls in addition to those constructed or under construction by the Seller at the time of Settlement.
- 2.2 The Buyer acknowledges that the Property may require additional site works to accommodate a residence and agrees with the Seller that these additional costs will be at the Buyer's expense and to consult their builder or contractor to determine site levels, types and extent of footings or foundations required, additional retaining walls (if necessary), and associated costs.
- 2.3 The Buyer acknowledges that any proposed retaining wall:
- (a) that is publicly visible must be constructed in materials to match the appearance of the existing Estate retaining walls; and
 - (b) must be installed by a reputable contractor in accordance with the certified Structural Engineer's specification (Attachment 1 of this Annexure D).
- 2.4 The Buyer acknowledges that the Property will have a direct connection to the local stormwater drainage network and accordingly, the Buyer may not be required to construct soak wells on the Property
- 2.5 The Buyer acknowledges that it is the responsibility of the Buyer to ensure that the structural design of the buildings and associated structures including retaining walls and swimming pools is suitable for the site conditions applicable to the Property, including any soil reactivity classification of the Property.

3. Site Conditions

- 3.1 The Buyer agrees that at the Buyers cost and prior to construction of a structure on the Property it is to be individually assessed by a Structural Engineer and a footing detail issued specifically for the site.
- 3.2 The Buyer acknowledges that they should consult their builder or contractor to determine if additional site works are required and the associated costs, including as a result of any soil reactivity classification of the Property.

4. Definitions

In this Annexure unless the context otherwise requires or a contrary intention appears, **Structural Engineer** means a suitably qualified and certified Structural Engineer.

Advice to Buyers Purchasing Lots “Off the Plan”

1. Acknowledgement

- (a) The Buyer acknowledges that the Buyer is signing a Contract for the purchase of what is described in this Contract as 'the Property'. Currently, the Property is not yet a separate Lot with its own certificate of title. However, the Seller has received conditional approval from the West Australian Planning Commission (WAPC) to the subdivision required to create the Property as a separate Lot.
- (b) Also, the physical construction of the Property as a separate Lot may not yet be complete and may not be complete at Settlement. For example: all retaining walls and roads may not be completed and drainage, water supply and sewerage may not yet be reticulated to the Property.

The Buyer acknowledges that:

- **The separate certificate of title for the Property may not be issued for some time; and**
- **The separate certificate of title may issue and you may be required to settle the purchase of the Property before the physical construction of the Property as a separate Lot is complete.**

2. Issue of the separate Certificate of Title – Timing

- (a) The Seller or the Seller's Agent may have given the Buyer an estimate of the likely or possible time it will take for the separate certificate of title to issue to the Property.
- (b) The Buyer acknowledges that any date which the Buyer has been advised as being the date by which the separate certificate of title will be issued is an estimate only. In making the Buyer's plans for the Property (for example: raising finance or entering into a building contract to build a home), the Buyer needs to take into account the fact that the actual timeframe for the issue of the separate certificate of title may be significantly shorter or longer than the estimated date given to the Buyer – maybe even by a period of months, in some cases. The reason for this is that there are a number of things which need to happen in order for a separate certificate of title for the Property to issue and a number of these things are beyond the Seller's direct control.
- (c) The Buyer should ask the Seller or the Seller's Agent to keep the Buyer informed regarding the timing of the issue of the separate certificate of title. Any estimate by or on behalf of the Seller of the likely date for the issue of a separate certificate of title is just that: an estimate. The Seller or the Seller's Agent will not be responsible for any loss the Buyer may incur if the separate certificate of title is not issued by the estimated date.

3. Physical construction of the Property as a separate Lot

- (a) If the Buyer is planning to start building a house on the Property shortly after Settlement, the Buyer acknowledges that one of the things which is NOT a requirement for the issue of the separate certificate of title is the completion of the physical construction of the Property as a separate Lot.
- (b) The fact that, at Settlement, physical construction of the Property may not be complete may cause delays in construction of the Buyer's house. As some house building contracts contain provisions for price increases over time, the delays in house construction resulting from the fact that the physical construction of the Property as a separate Lot has not been completed may cause the cost of constructing a house on the Property to increase. The Buyer should consider this carefully before entering into the building contract as the Seller will not be responsible for any building price increases as a result of any delays in completing the physical construction of the Property.

4. Local Development Plan (LDP)

- (a) The Buyer acknowledges that the Property may be affected by a local development plan (**LDP**) subject to the satisfaction of the City of Swan (see Annexure O).
- (b) The Buyer also acknowledges that the LDP may be varied as a condition of approval from the City of Swan.

1. GENERAL NOTES

- DRAWINGS TO BE READ IN CONJUNCTION WITH THE SPECIFICATION.
- CONTRACTOR SHALL OBTAIN BUILDING LICENSE FROM LOCAL AUTHORITY PRIOR TO COMMENCEMENT OF CONSTRUCTION OF WALLS AND COMPLY WITH ALL CONDITIONS.
- SUITABLE FOR SANDY SOIL ONLY. ALL OTHER CONDITIONS MUST BE REFERRED TO THE ENGINEER.
- THE CONTRACTOR SHALL PROVIDE WRITTEN CERTIFICATION THAT THE WALL CONSTRUCTION & BACKFILL COMPACTION HAS BEEN CARRIED OUT IN ACCORDANCE WITH THIS DRAWING AND THE SPECIFICATION.
- CONTRACTOR SHALL ENSURE ANY EXCAVATION WITHIN 600mm OF THE RETAINING WALL FOOTING ALLOWS FOR THE APPROPRIATE PROTECTION AND STABILISATION OF THE RETAINING WALL AND THAT INDEPENDENT ADVICE IS OBTAINED WHERE REQUIRED.

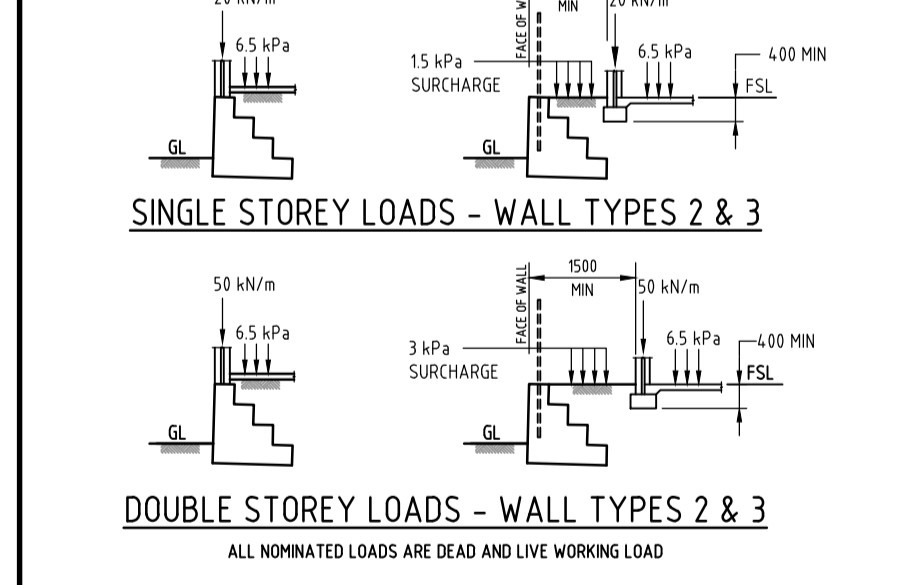
2. RETAINING WALL NOTES

- COMPACT GROUND IN FRONT OF AND UNDER WALL TO ACHIEVE MINIMUM 8 BLOWS PER 300mm WHEN TESTED WITH A STANDARD PENETROMETER FOR A MINIMUM DEPTH OF 900mm.
- LIMESTONE BLOCKWORK SIZES (AS MANUFACTURED OR CUT TO SUIT):
 - 350x350x350
 - 350x350x500
 - 350x350x1000
 - 240x350x1000
 - 65x350x1000
- MINIMUM DENSITY OF LIMESTONE TO BE 1800kg/m³ AND CRUSHING STRENGTH OF SMPa DO NOT USE RUBBLE IN WALL CONSTRUCTION.
- ALL VERTICAL AND HORIZONTAL MORTAR JOINTS TO BE:
 - M3 MORTAR - 1 CEMENT - 1 LIME - 6 SAND.
 - POINTING MORTAR WITHIN 100mm OF COAST MUST BE M4 MORTAR - 2 CEMENT - 1 LIME - 9 SAND.
- ALL BED & PERPEND JOINTS TO BE FULLY MORTARED. POINTING UP OF WALL FACES, INCLUDING THE REAR SIDE OF THE TOP COURSE IS TO BE COMPLETED TO A MINIMUM OF 150mm BELOW THE FINISHED SURFACE LEVEL.
- CONTROL JOINTS TO BE PROVIDED AT 20m CENTRES MAX ALONG THE WALL & WITHIN 2m OF A CHANGE IN WALL DIRECTION GREATER THAN 30°. REFER DETAIL ON THIS PAGE FOR INFORMATION.
- THE CONTRACTOR SHALL ENSURE THE TOE COURSING OF THE RETAINING WALLS ALIGN WITH THE PROPERTY BOUNDARY UNLESS OTHERWISE DIMENSIONED. CONTRACTOR SHALL ENSURE ALL PARTS OF THE WALL ARE LOCATED WITHIN THE LOT UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL VERIFY THE FOOTING COURSE PRIOR TO INSTALLATION OF FURTHER BLOCKS TO ENSURE THE RETAINING WALL IS INSTALLED AS PER DESIGN.
- ANTI-GRAFFITI COATING TO BE APPLIED TO ALL EXPOSED FACES AS DETAILED IN THE SPECIFICATION.
- NO BACK FILLING UNTIL 7 DAYS AFTER WALL COMPLETION.
- WHERE NOTED ON THE PROJECT RETAINING WALL PLAN, WATERPROOFING BITUMINOUS PAINT SHALL BE APPLIED TO THE BACK OF THE RETAINING WALL FOR THE FULL HEIGHT OF THE WALL, EXCLUDING THE TOP 100mm (THE TOP 100mm OF THE WALL SHALL NOT BE PAINTED). PAINT SHALL BE SUITABLE FOR USE ON RECONSTITUTED LIMESTONE BACK AND APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

3. FENCING NOTES

- INSTALL SAFETY FENCING ON ALL WALLS HIGHER THAN 1.0m. REFER DETAIL ON THIS PAGE FOR INFORMATION.
- FENCE POSTS TO BE INSTALLED AT 2.25 CENTRES (MAX) WITH A FENCE HEIGHT OF 1.8m ABOVE THE GROUND LEVEL. REFER 'COLOUR BOND FENCE' DETAIL ON THIS PAGE FOR FENCE EMBEDMENT DETAILS.
- FENCE POSTS ARE TO BE PLACED CENTRAL TO THE TOP ROW OF BLOCKS IN PLAN. AN APPROVED NON SHRINK, FLOWABLE CONSTRUCTION GROUT SUCH AS CONBEXTRA GP FROM PARCHEM AND MASTERFLOW 500 FROM MBT, MUST BE USED TO ANCHOR THE FENCE POSTS INTO THE CORE HOLES. THE GROUT IS TO BE FLUSH WITH THE TOP OF THE BLOCK.

RETAINING WALL DESIGN LIMITS



FOR OTHER LOAD CASES, CERTIFICATION MUST BE OBTAINED FROM AN INDEPENDENT PRACTISING STRUCTURAL ENGINEER. BLOCKS MAY NOT BE ADDED TO THE TOP OF RETAINING WALLS AND GROUND LEVELS MAY NOT BE ALTERED IN THE VICINITY OF THE WALLS FOLLOWING THEIR COMPLETION WITHOUT THE APPROVAL OF INDEPENDENT PRACTISING STRUCTURAL ENGINEER.

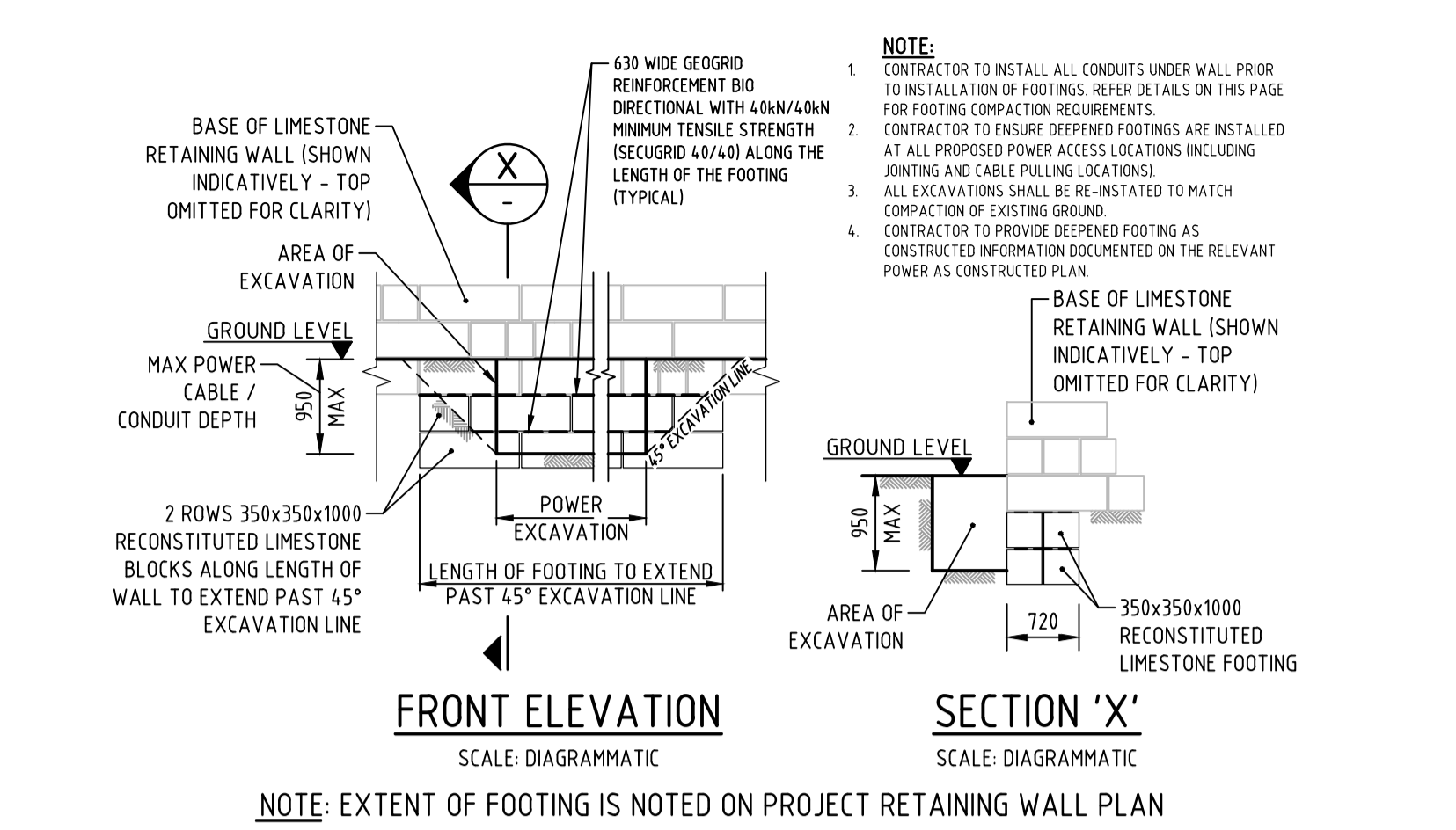
FENCES AND WALLS MAY NOT BE ADDED TO THE TOP OF THE RETAINING WALLS WITHOUT CERTIFICATION FROM AN INDEPENDENT PRACTISING STRUCTURAL ENGINEER, TO ENSURE AMONGST OTHER THINGS THAT THE LOADING CAUSED BY THE FENCE OR WALL IS SATISFACTORILY TRANSMITTED TO THE RETAINING WALL WITHOUT COMPROMISING THE INTEGRITY OF THE RETAINING WALL.

FENCING ON TOP OF THE RETAINING WALL IS PERMITTED BUT LIMITED TO THE FOLLOWING 3 TYPES:
 A. 1.8m HIGH SUPER 6 FENCING PLACED BEHIND THE TOP BLOCK.
 B. 1.8m HIGH COLOURBOND OR OPEN STYLE TUBULAR FENCING WITH POSTS CORED INTO THE TOP OF THE THIRD BLOCK DOWN. HOLES SHALL BE FILLED WITH EPOXY GROUT.
 C. 1.8m HIGH BRICK WALL POSITIONED ON TOP OF THE TOP BLOCK.

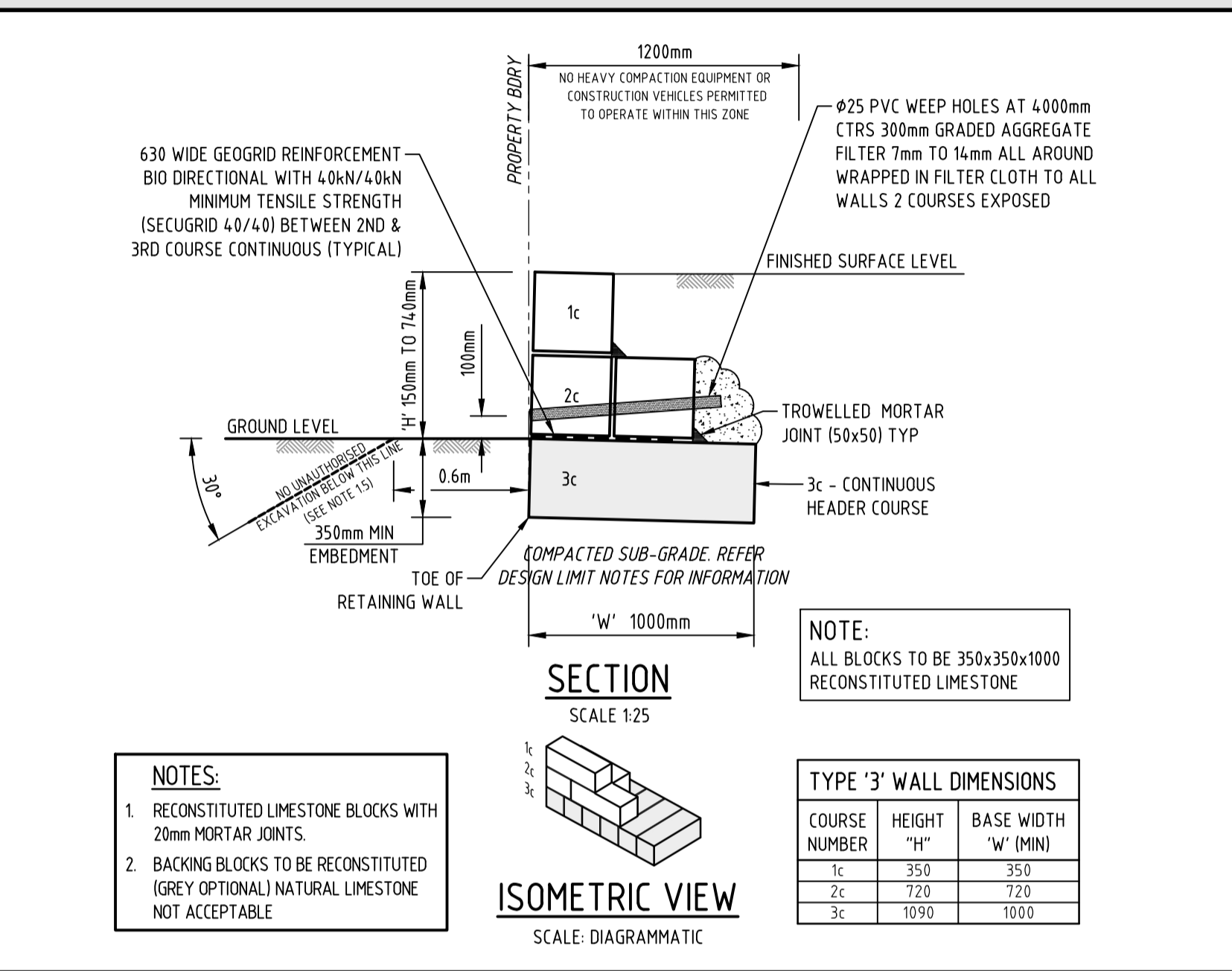
THE BUILDINGS SHALL BE SET BACK THE PRESCRIBED DISTANCE FROM THE WALL, AND THE FOUNDATION DESIGN OF BUILDINGS ON RETAINED LOTS SHALL BE CERTIFIED BY A PRACTISING STRUCTURAL ENGINEER.

EXCAVATION ADJACENT TO THE TOE OF A RETAINING WALL AND/OR FILLING ON TOP OF A RETAINING WALL IS NOT PERMITTED UNLESS THESE ACTIVITIES HAVE BEEN CERTIFIED BY A PRACTISING STRUCTURAL ENGINEER.

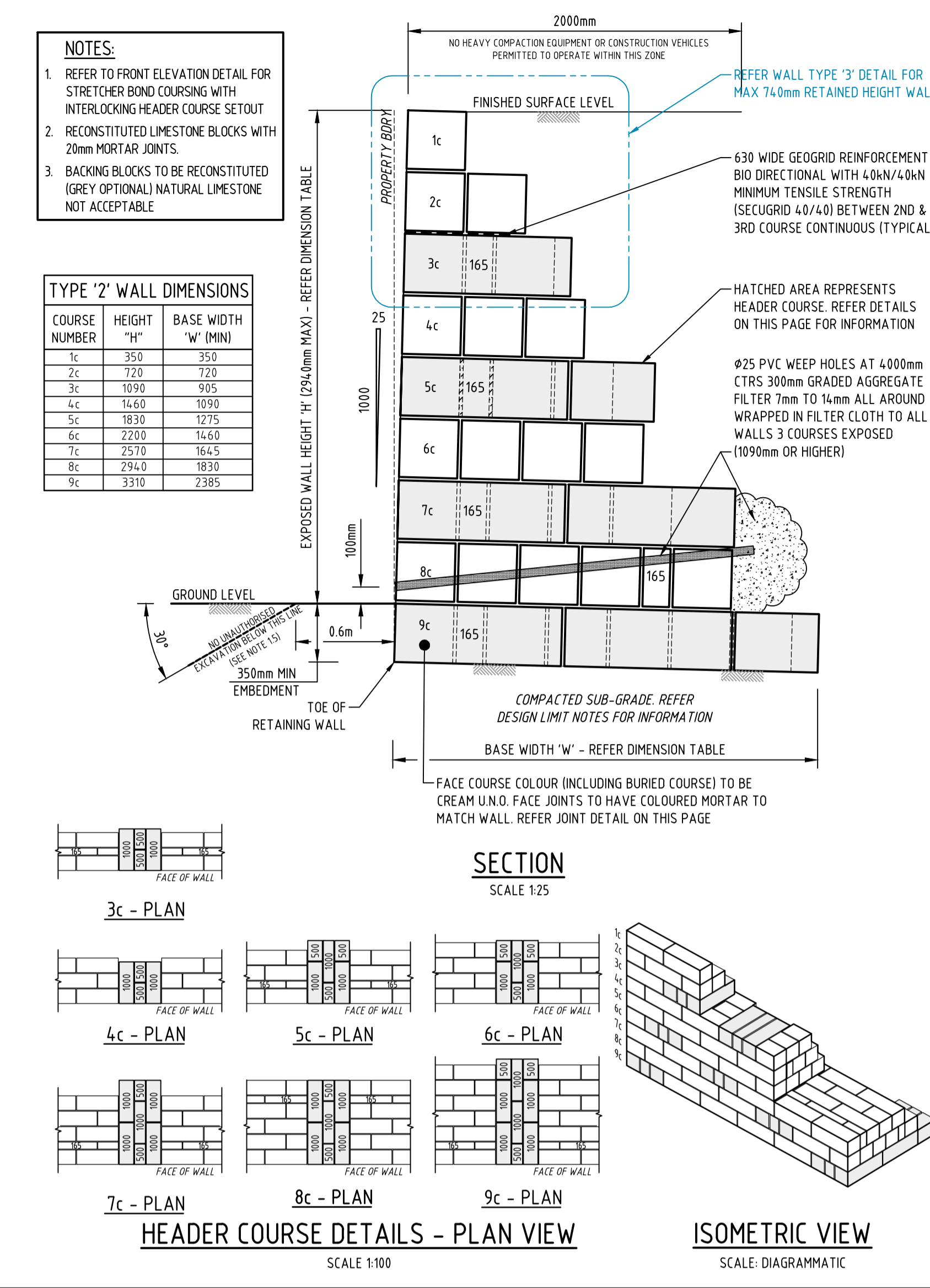
M. COOK MIE AUST CP ENG



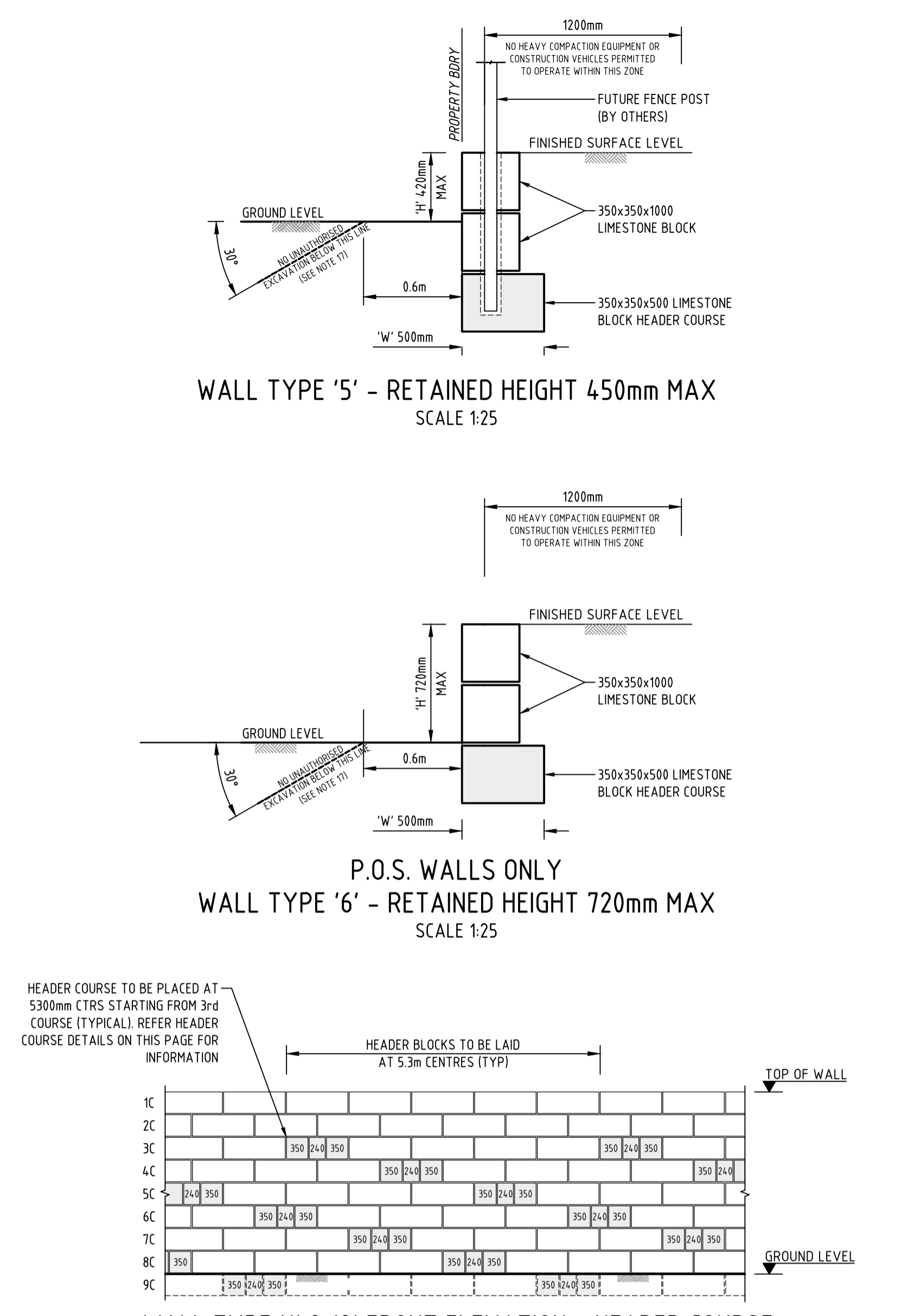
DEEPEDED FOOTING AT UNDERGROUND POWER ACCESS LOCATIONS



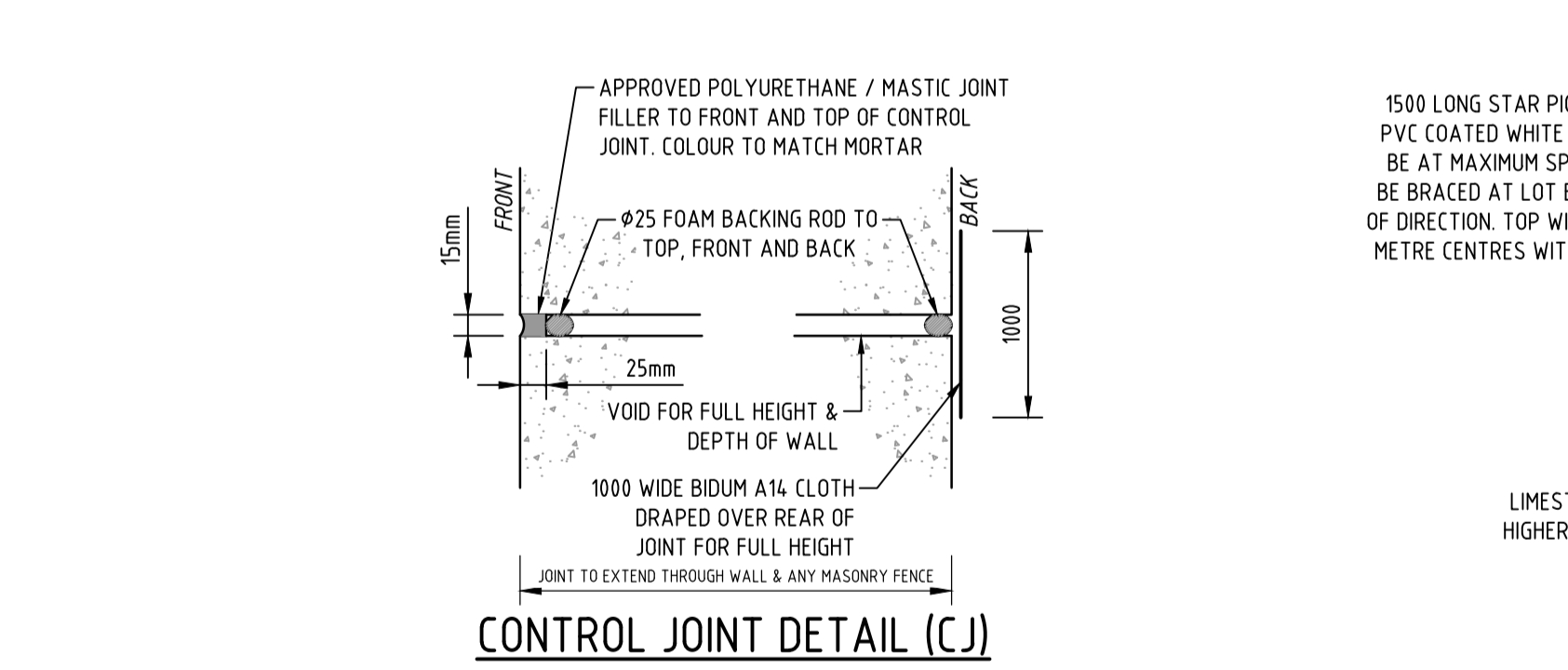
WALL TYPE '3' - RETAINED HEIGHT 740mm MAX



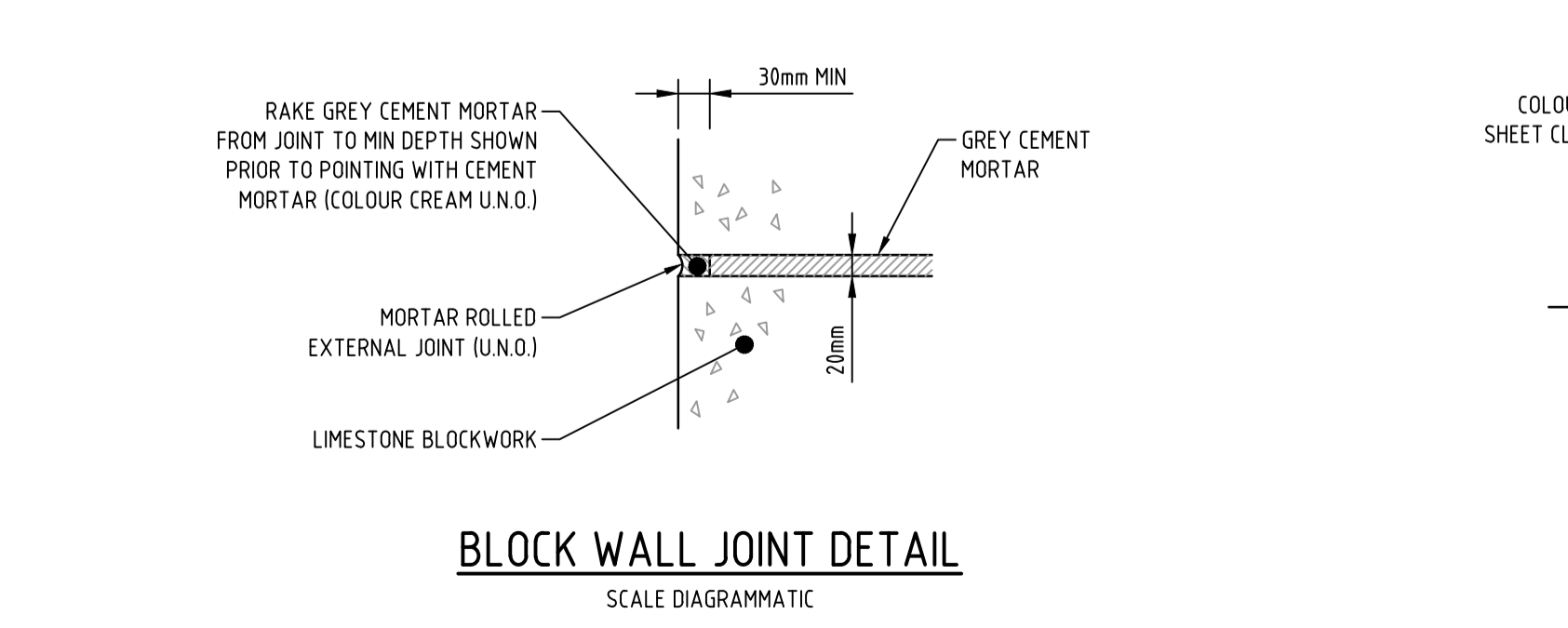
WALL TYPE '2' - RETAINED HEIGHT 741mm TO 2940mm



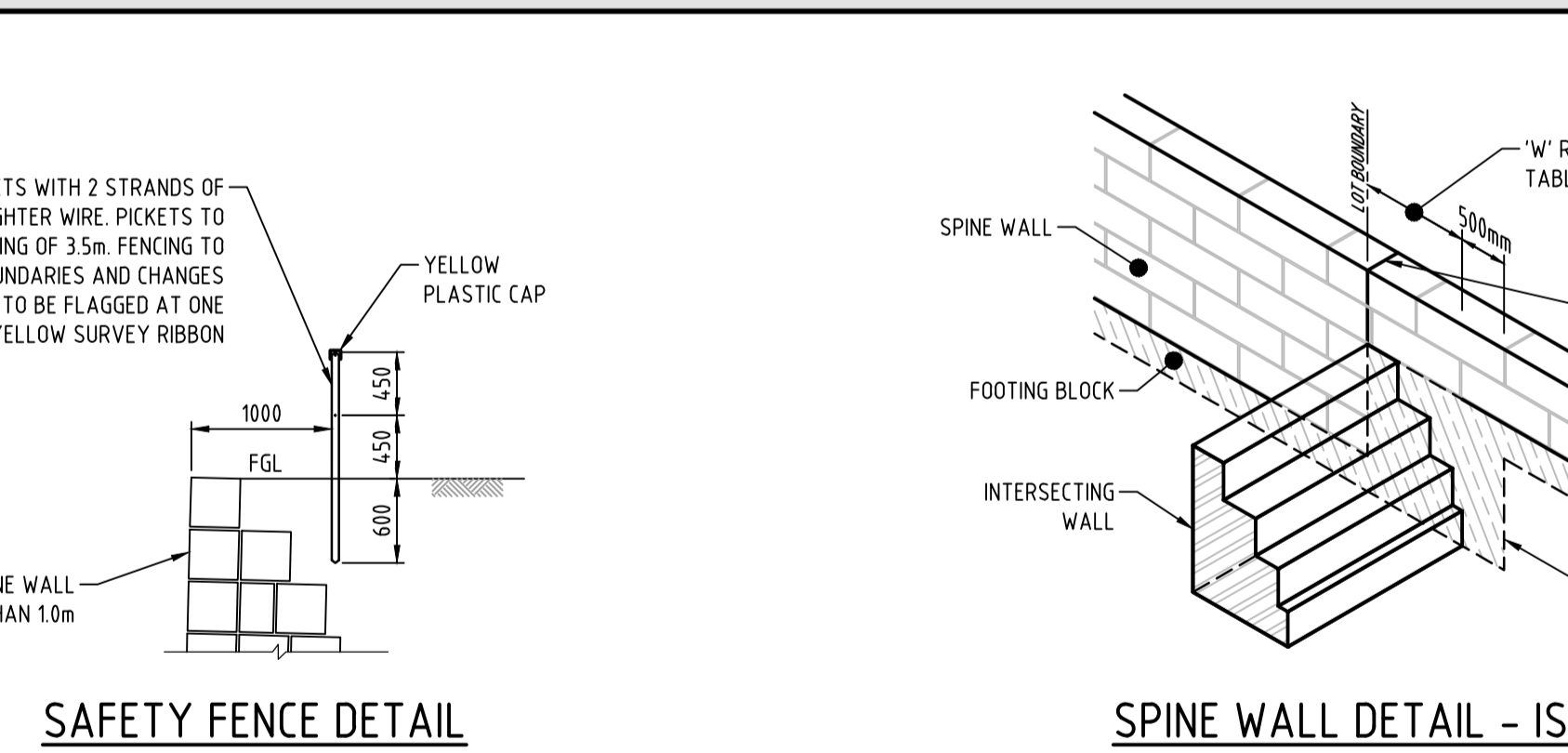
WALL TYPE '1' & '2' FRONT ELEVATION - HEADER COURSE



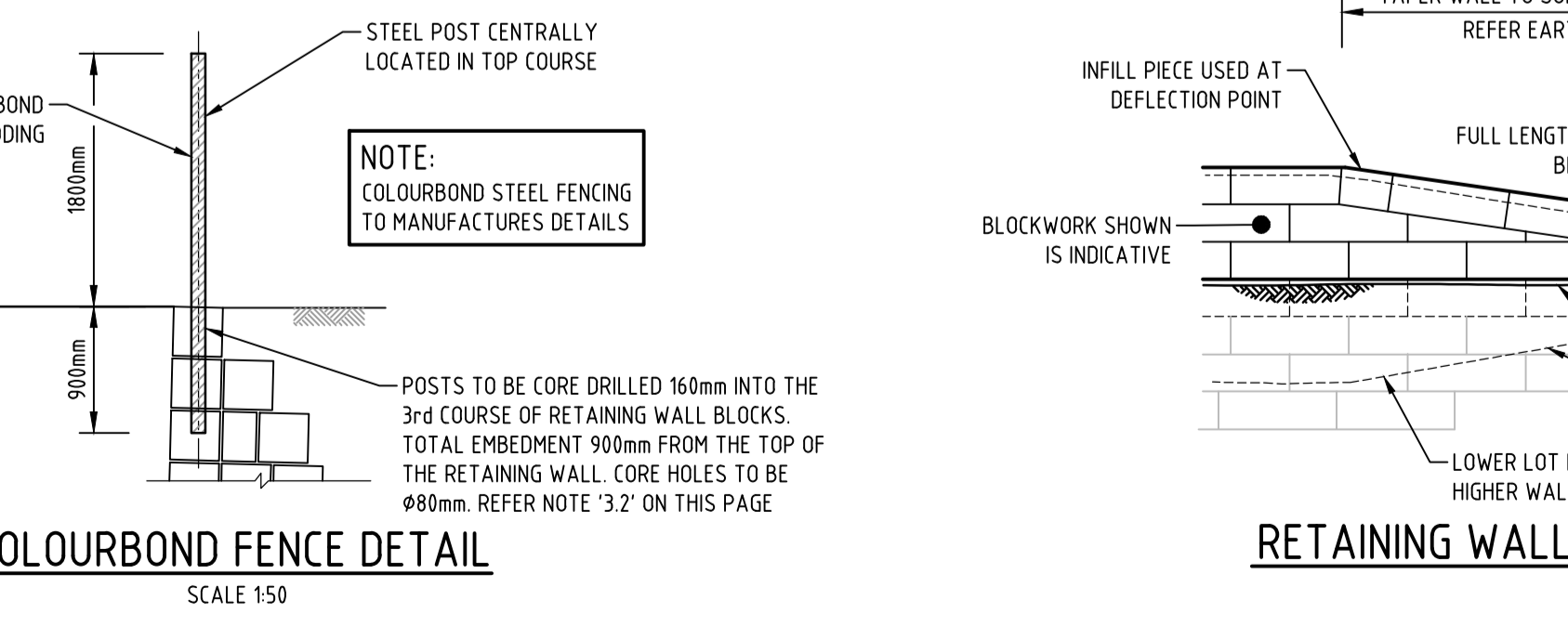
CONTROL JOINT DETAIL (CJ)



BLOCK WALL JOINT DETAIL



SPINE WALL DETAIL - ISOMETRIC



WALL THICKENING AT INTERSECTION

PROJECT: **THE ORCHARD - STAGE 3B MIDVALE**

A. 28-03-2024 ISSUED FOR APPROVAL

DATE: _____ REVISION: _____

CLC BY: _____

Porter Consulting Engineers

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CLIENT: **G & M CANDELORO NOMINEES PTY LTD**

DRAWING: **RETAINING WALL DETAILS**

STATUS: **FOR APPROVAL**

DRAWING: **RETAINING WALL DETAILS**

SCALE: AS SHOWN

DATE: Mar-24

DESIGN: **DLC**

DRAWN: **DLC**

CHECK: **APPD**

DRAWING No: **21-12-178/3B/600 A**

REV No: **A1**

FILE NAME: **B:\CAD\STAGE 3B\2112178-3B-600.dwg**

DRAWING: **RETAINING WALL DETAILS**

SCALE: AS SHOWN

DATE: Mar-24

DESIGN: **DLC**

DRAWN: **DLC**

CHECK: **APPD**

DRAWING No: **21-12-178/3B/600 A**

REV No: **A1**

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Please note that this Annexure is advisory in nature only and is provided as a courtesy to the Buyer. It is merely a guide intended to help the Buyer to understand some of the important issues concerning the purchase of the Property and, in particular, the timing for Settlement. The Annexure does not modify, negate or alter in any way any of the conditions of this Contract including, without limitation, all of its Annexures or the 2011 General Conditions. The Buyer should not rely on this Annexure as a substitute for reading this Contract or obtaining independent legal advice in respect of any matters you are unsure of. The Buyer should not sign this Contract until the Buyer has obtained its own independent legal advice, and as a result is satisfied that the Buyer understands the matter in question.