

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

1. Is this Contract concerning the taxable supply of new residential premises or potential residential land as defined in the GST Act? ☐ YES ☒ NO
2. 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).
3. If YES is ticked, then the 'GST Withholding Annexure' should be attached to this Contract.

| FINANCE CLAUSE IS APPLICABLE | FINANCE CLAUSE IS NOT APPLICABLE |
|--|--|
| LENDER/ <input type="text"/> MORTGAGE BROKER (NB: If blank, can be any) LATEST TIME: 4pm on: <input type="text"/> AMOUNT OF LOAN: <input type="text"/> SIGNATURE OF BUYER <input type="text"/> <input type="text"/> | Signature of the Buyer if Finance Clause IS NOT applicable <input type="text"/> <input type="text"/> |

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

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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:
 - (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.

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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 | Travis Ian Nuttal | | |
| Address | 21 Swansea Promenade | | |
| | | | |
| Suburb | Mindarie | State | WA |
| | | Postcode | 6030 |
| Name | | | |
| Address | | | |
| | | | |
| Suburb | | State | |
| | | Postcode | |

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 | |
| Signature | |
| | |

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 <i>"Duplicate Certificate of Title"</i> | Delete the definition of <i>"Duplicate Certificate of Title"</i> . |

Buyer

Signature 

Name _____

Date _____

Signature 

Name _____

Date _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Date _____

Seller

Signature _____

Name Travis Ian Nuttal

Date _____

Signature _____

Name _____

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

21 Swansea Promenade, Mindarie WA 6030

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 2011WA) 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 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

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

21 Swansea Promenade, Mindarie WA 6030

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 2011*WA) 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

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2562

260

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 345 ON DEPOSITED PLAN 40524

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

TRAVIS IAN NUTTAL OF 38 MARINERS VIEW, MINDARIE

(T M239451) REGISTERED 12/4/2013

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

1. EXCEPT AND RESERVING METALS, MINERALS, GEMS AND MINERAL OIL SPECIFIED IN TRANSFER 7033/1940.
2. EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR WATER, SEWERAGE OR DRAINAGE PURPOSES TO WATER CORPORATION SEE DEPOSITED PLAN 40524
3. EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR UNDERGROUND ELECTRICITY PURPOSES TO WESTERN POWER CORPORATION SEE DEPOSITED PLAN 40524.
4. EASEMENT BURDEN CREATED UNDER SECTION 167 P. & D. ACT FOR GAS PURPOSES TO GAS CORPORATION SEE DEPOSITED PLAN 40524.
5. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 40524 AND INSTRUMENT I870001
6. RESTRICTIVE COVENANT BURDEN - SEE DEPOSITED PLAN 40524 AND INSTRUMENT I870001

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.

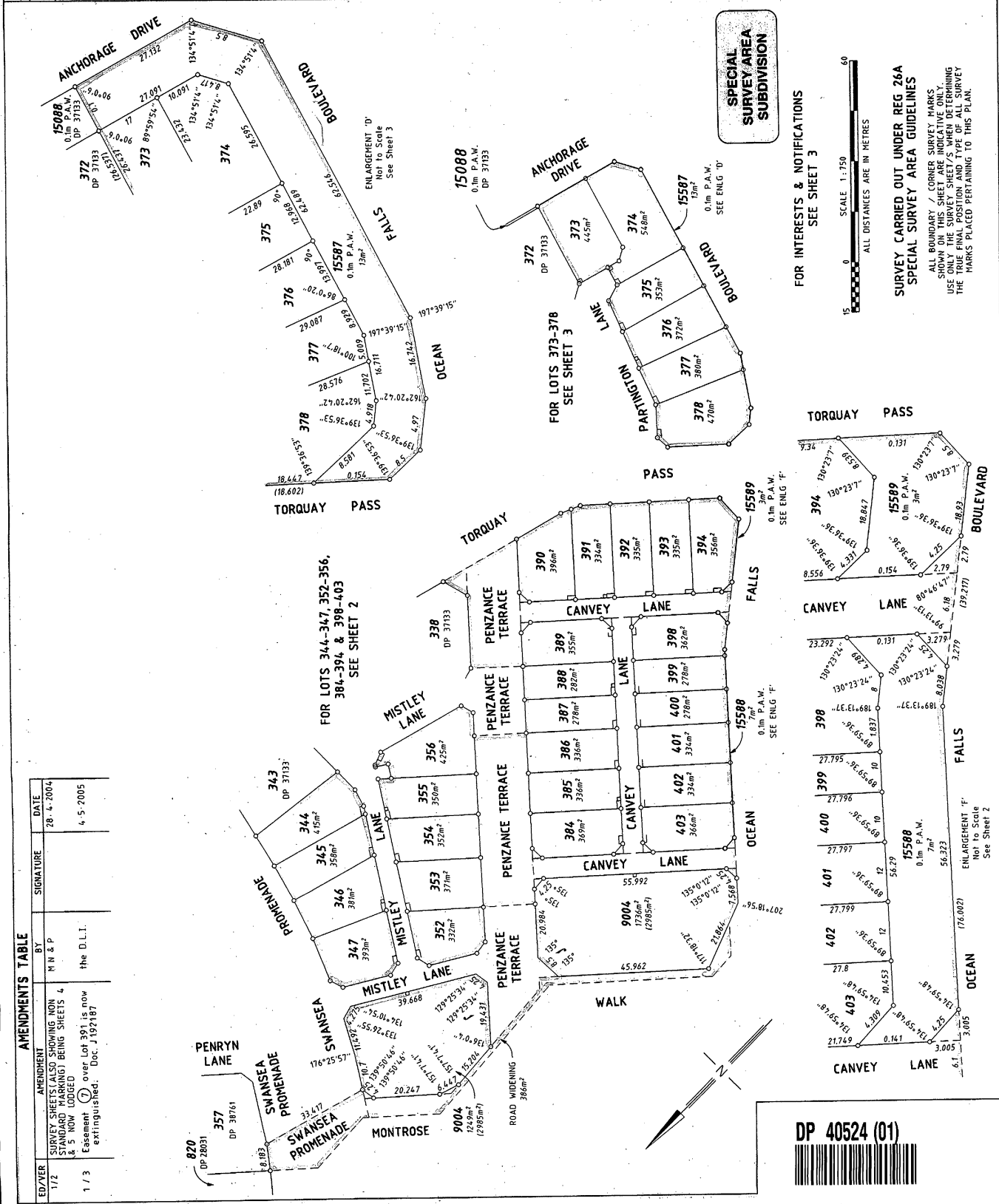
-----END OF CERTIFICATE OF TITLE-----

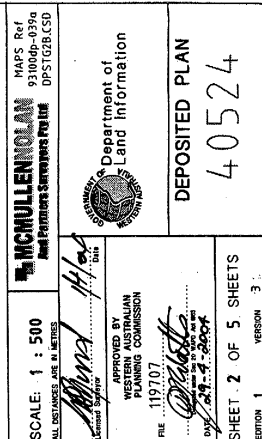
STATEMENTS:

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: DP40524
PREVIOUS TITLE: 2559-136
PROPERTY STREET ADDRESS: 21 SWANSEA PROM, MINDARIE.
LOCAL GOVERNMENT AUTHORITY: CITY OF WANNEROO

| | | | |
|--|-----------|---------------|--------------------------------------|
| TYPE | | FREEHOLD | |
| PURPOSE | | SUBDIVISION | |
| PLAN OF | | | |
| LOTS 344-347, 352-356, 373-378 384-394, 398-403, 900A, 15587-15589, ROAD WIDENINGS, ROADS, EASEMENTS AND RESTRICTIVE COVENANT | | | |
| DISTRICT | SWAN | SSA | YES |
| TOWNSITE | DOLA FILE | FORMER TENURE | LOT 9003 DP 39554 C.T.2559/136 |
| LOCAL AUTHORITY | MINDARIE | | |
| CITY OF | WANNEROO | | |
| INDEX | ON | FIELD BOOK | 88673 |
| SURVEYOR'S CERTIFICATE - Reg 54 I, William S. GUEST, being duly sworn, depose and say that this plan is a correct representation of the survey and/or calculations from measurements recorded in the field book of the said surveyor, and that the same are true and correct, with the relevant written affidavits in relation to which it is lodged. Licensed Surveyor: <i>William S. Guest</i> Date: <i>14/06/2004</i> | | | |
| APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION DATE: <i>11/07/07</i> FILE: <i>119707</i> MAPS REG. 431000-0370 DP51028.CSD SCALE: 1:750 ALL DISTANCES ARE IN METRES | | | |
| IN ORDER FOR DEALINGS SUBJECT TO S. 295(5) LG Act S. 20.1, 21A & 28(3) TPA Dkt S. 136D TPA Act S. 67B WAP Act APPROVED REG 26A(4) 30/4/04 INSPECTOR OF PLANS & SURVEYS / AUTHORIZED LAND OFFICER | | | |
| DEPARTMENT OF LAND INFORMATION DEPOSITED PLAN 40524 SHEET 1 OF 5 EDITION 1 VERSION 3 | | | |



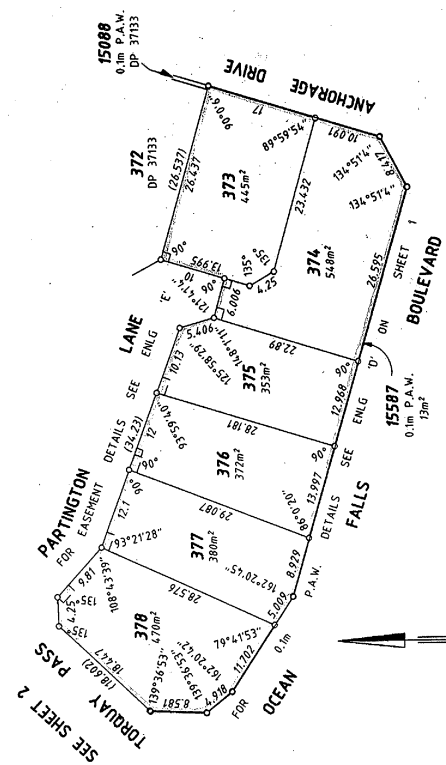
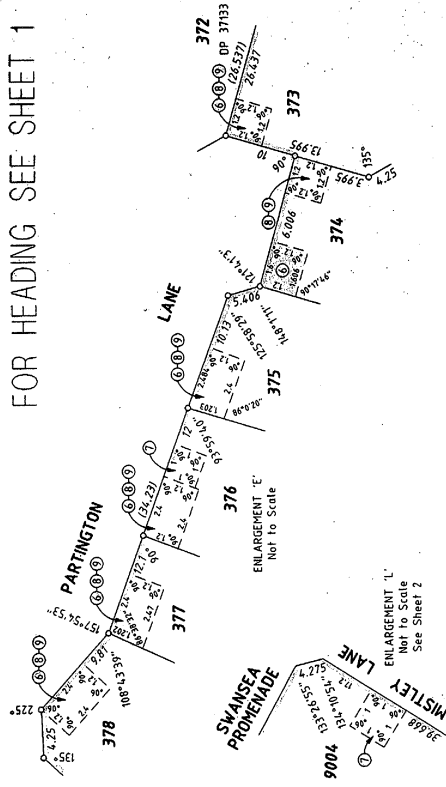


DP 40524 (03)



FOR HEADING SEE SHEET 1

| SUBJECT | PURPOSE | STATUTORY REFERENCE | ORIGIN | LAND BURDENED | BENEFIT TO | COMMENTS |
|---------------------------|---------------------------------|--|-----------|--|-----------------------------------|--------------------------|
| ⑥ | EASEMENT (Sewerage) | SEC 27A, REG 6, T.P. & DACT | THIS PLAN | LOTS 344-347, 352-356, 373-378, 384-394, 398-403 | WATER CORPORATION | MODIFIED Doc J 192187 |
| ⑦ | EASEMENT (Aboveground Electric) | SEC 27A, REG 7, T.P. & DACT | THIS PLAN | LOTS 346, 357, 390-404 | WESTERN POWER CORPORATION | |
| ⑧ | EASEMENT (Underground Electric) | SEC 27A, REG 8, T.P. & DACT | THIS PLAN | LOTS 344-347, 352-356, 373-378, 384-394, 398-403 | WESTERN POWER CORPORATION | |
| ⑨ | EASEMENT (Gas) | SEC 27A, REG 9, T.P. & DACT | THIS PLAN | LOTS 344-347, 352-356, 373-378, 384-394, 398-403 | ALINTA GAS NETWORKS PTY. LTD. | |
| | RESTRICTIVE COVENANT | SEC 18A OF THE T.L.A. | THIS PLAN | ALL LOTS EXCEPT 900A, 15587-15589 | ALL LOTS EXCEPT 900A, 15587-15589 | |
| LOTS 15587, 15588 & 15589 | P.A.W. | TO VEST IN CROWN UNDER SEC 20A OF THE T.P. & D ACT | THIS PLAN | LOTS 344-347, 352-356, 373-378, 384-394, 398-403 | WATER CORPORATION | |
| | MEMORIAL | SEC 67B OF THE WATER AGENCIES POWER ACT 1984 | THIS PLAN | | | |



SPECIAL SURVEY AREA SUBDIVISION

McMULLEN NOLAN
Land Partners Surveyors Pty Ltd
DPS102B/LSD

SCALE: 1 : 500
ALL DISTANCES ARE IN METRES

APPROVED BY
PLANNING COMMISSION
119707

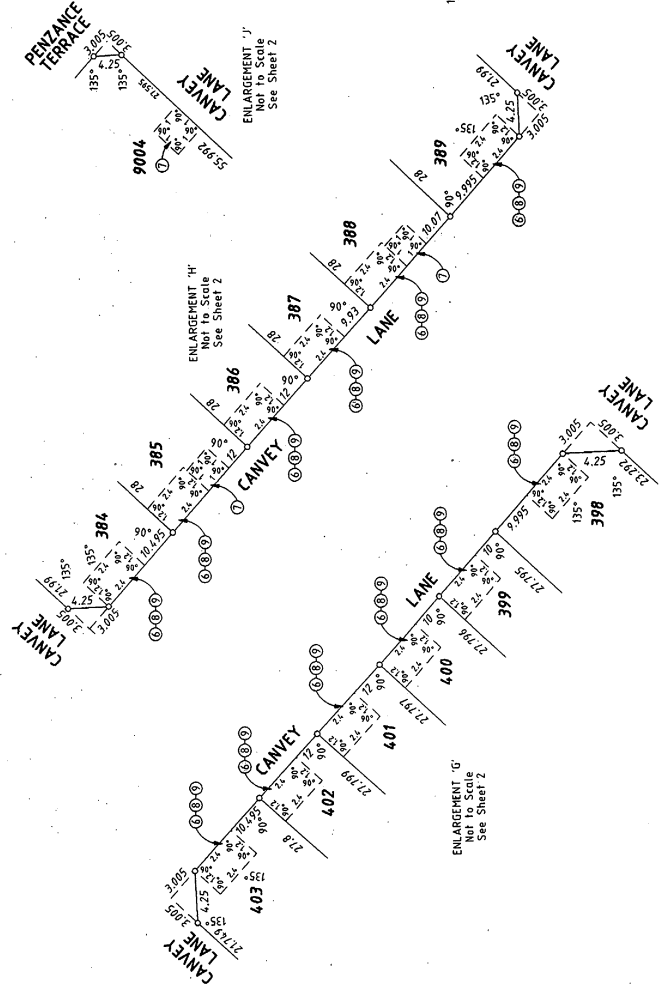
DEPARTMENT OF
LAND INFORMATION

DEPOSITED PLAN
40524

SHEET 3 OF 5 SHEETS
VERSION 1



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SPECIAL SURVEY AREA GUIDELINES
ALL BOUNDARY / CORNER SURVEY MARKS
SHOWN ON THIS SHEET ARE INDICATIVE ONLY.
USE ONLY THE SURVEY SHEET/S WHEN DETERMINING
THE EXACT LOCATION OF ALL SURVEY
MARKS PLACED PERTAINING TO THIS PLAN.



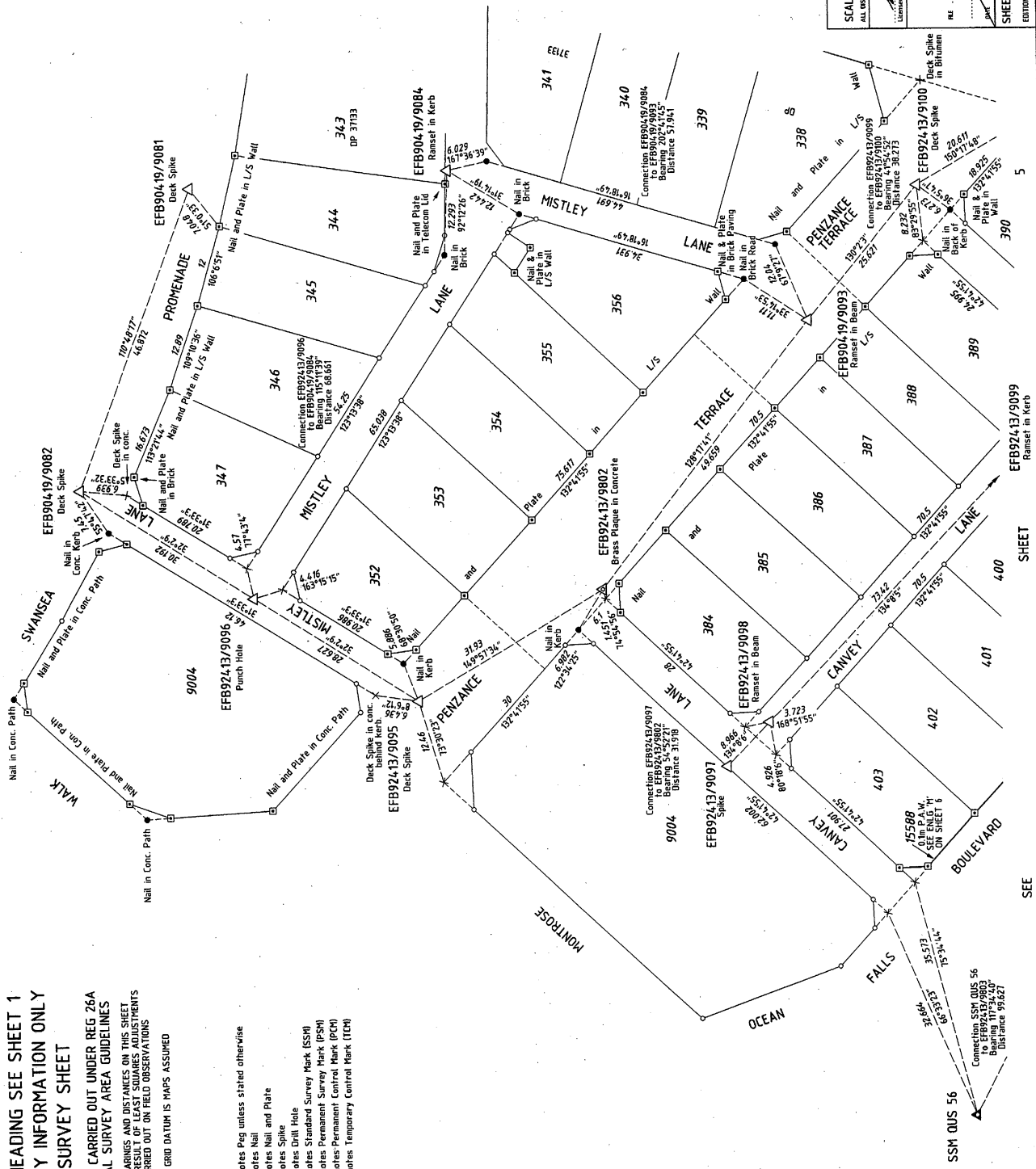
DP 40524 (04)



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SURVEY INFORMATION ONLY
SURVEY SHEET

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SPECIAL SURVEY AREA GUIDELINES
ALL BEARINGS AND DISTANCES ON THIS SHEET
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CARRIED OUT ON FIELD OBSERVATIONS
GRID DATUM IS MAPS ASSUMED

- o Denotes Peg unless stated otherwise
- Denotes Nail
- Denotes Nail and Plate
- × Denotes Spike
- ⊗ Denotes Drill Hole
- ⊕ Denotes Standard Survey Mark (SSM)
- △ Denotes Permanent Survey Mark (PSM)
- ▲ Denotes Permanent Control Mark (PCM)
- ⊠ Denotes Temporary Control Mark (TCM)



SCALE: 1 : 400
ALL DISTANCES ARE IN METRES

FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 3

SCALE: 1 : 400
ALL DISTANCES ARE IN METRES
MAPS Ref
9300DP-039A
McMULLEN
Landmark Survey Pty Ltd

APPROVED BY
WESTERN AUSTRALIAN
PLANNING COMMISSION
Date: 29/1/04
Name: [Signature]

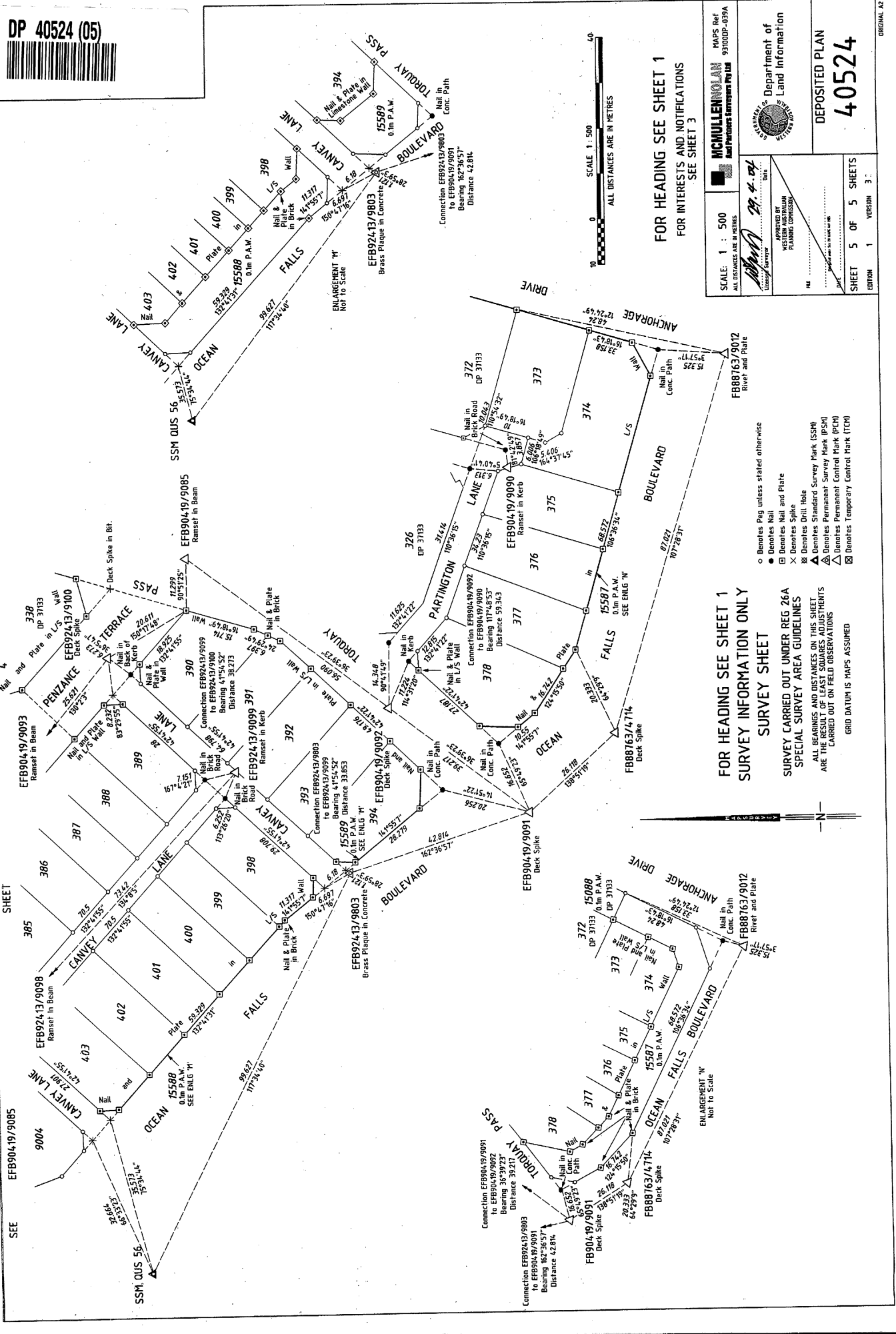
DEPOSITED PLAN
40524

SHEET 4 OF 5 SHEETS
EDITION 1 VERSION 3

ORIGINAL A2

SEE

DP 40524 (05)



FOR HEADING SEE SHEET 1
FOR INTERESTS AND NOTIFICATIONS
SEE SHEET 3

| | | | |
|--|---|--|--------------------------------|
| SCALE: 1 : 500 ALL DISTANCES ARE IN METRES | McMULLEN NOLAN MAPS Ref 93100DP-039A Land Planning & Surveying Pty Ltd | Department of Land Information | DEPOSITED PLAN 40524 |
| APPROVED BY 29.4.04 LAND PLANNING & SURVEYING PLANNING DIVISION | FILE NO. | SHEET 5 OF 5 SHEETS EDITION 1 VERSION 3 | |

o Denotes Peg unless stated otherwise
 □ Denotes Nail
 ⊗ Denotes Nail and Plate
 × Denotes Spike
 ⊕ Denotes Ditch Hole
 ▲ Denotes Standard Survey Mark (SSM)
 △ Denotes Permanent Survey Mark (PSM)
 ⊕ Denotes Permanent Control Mark (PCM)
 ⊗ Denotes Temporary Control Mark (TCM)

SURVEY CARRIED OUT UNDER REG 26A
 SPECIAL SURVEY AREA GUIDELINES
 ALL BEARINGS AND DISTANCES ON THIS SHEET
 ARE THE RESULT OF LEAST SQUARES ADJUSTMENTS
 CARRIED OUT ON FIELD OBSERVATIONS
 GRID DATUM IS MAPS ASSUMED

Deposited Plan 40524

| Lot | Certificate of Title | Lot Status | Part Lot |
|-------|----------------------|------------|----------|
| 344 | 2562/259 | Registered | |
| 345 | 2562/260 | Registered | |
| 346 | 2562/261 | Registered | |
| 347 | 2562/262 | Registered | |
| 352 | 2562/263 | Registered | |
| 353 | 2562/264 | Registered | |
| 354 | 2562/265 | Registered | |
| 355 | 2562/266 | Registered | |
| 356 | 2562/267 | Registered | |
| 373 | 2562/268 | Registered | |
| 374 | 2562/269 | Registered | |
| 375 | 2562/270 | Registered | |
| 376 | 2562/271 | Registered | |
| 377 | 2562/272 | Registered | |
| 378 | 2562/273 | Registered | |
| 384 | 2562/274 | Registered | |
| 385 | 2562/275 | Registered | |
| 386 | 2562/276 | Registered | |
| 387 | 2562/277 | Registered | |
| 388 | 2562/278 | Registered | |
| 389 | 2562/279 | Registered | |
| 390 | 2562/280 | Registered | |
| 391 | 2562/281 | Registered | |
| 392 | 2562/282 | Registered | |
| 393 | 2562/283 | Registered | |
| 394 | 2562/284 | Registered | |
| 398 | 2562/285 | Registered | |
| 399 | 2562/286 | Registered | |
| 400 | 2562/287 | Registered | |
| 401 | 2562/288 | Registered | |
| 402 | 2562/289 | Registered | |
| 403 | 2562/290 | Registered | |
| 9004 | 2562/291 (Cancelled) | Retired | |
| 15587 | 2562/292 | Registered | |
| 15588 | 2562/293 | Registered | |
| 15589 | 2562/294 | Registered | |
| 0 | N/A | Registered | |
| 0 | N/A | Registered | |
| 0 | N/A | Registered | |
| 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.
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30 Apr, 2004 16:30:00 Perth



REG. \$ 77.00

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ADDRESS

JAN SIMPSON SETTLEMENTS
PO BOX 7199, CLOISTERS SQUARE
PERTH WA 6850
TELEPHONE: 9481 6333
FAX: 9481 6644

PHONE No.

FAX No

REFERENCE No.

ISSUING BOX No.

196C

PREPARED BY

Wojtowicz Kelly (CB/16614)

ADDRESS

Level 4, 160 St Georges Tce, Perth
PO Box 7432, Cloisters Square
PERTH WA 6850

PHONE No.

08 9322 2203

FAX No.

08 9322 2204

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TITLES, LEASES, DECLARATIONS ETC. LODGED HEREWITH

| | |
|----------|-----------------|
| 1. _____ | Received Items |
| 2. _____ | Nos. |
| 3. _____ | |
| 4. _____ | |
| 5. _____ | |
| 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.

EXAMINED

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- (3) Not to construct, erect or install or permit to be constructed, erected or installed on the Lot without the prior written approval of the Developer or its agent:
- (a) refuse or a bin storage area which is visible from any primary or secondary road;
 - (b) clothes line or area used for clothes drying, hot water heater or rainwater tank which is visible from any primary or secondary road;
 - (c) two way radio or other aerial, any satellite dish or any other media or electronic communication aerial or device which is visible from any primary or secondary road;
 - (d) externally mounted air-conditioning or evaporative cooling unit devices that are visible from any primary or secondary road;
 - (e) solar collectors that are visible from any primary or secondary road. The solar collector must be in the same plane as the roof;
 - (f) shade cloth or clear roofing/walling which is visible from any primary or secondary road.
- (4) Not to damage, alter, extend, build up or affect the visual appearance of any retaining wall or fence erected by the Developer, without the prior approval of the Developer.
- (5) Not to remove any tree planted by the Developer adjacent to the Lot, without the prior approval of the Developer.
- (6) Not to construct any retaining wall on the boundary of the Lot without the prior written consent of the relevant adjacent land owner.
- (7) Unless otherwise approved in writing by the Developer, not to erect or display on the Lot any sign hoarding or advertising of any description whatsoever, except for one professional sign advertising the sale or lease of a fully completed dwelling house constructed on the Lot.

SCHEDULE – RESTRICTIVE COVENANTS

The Registered Proprietor for the time being of each the Lots ("the Lot") covenants:

- (1) Not to construct, erect or install or permit to be constructed, erected or installed on the Lot without the prior written approval of the Developer or its agent:
 - (a) any dwelling, other than a single dwelling house and associated outbuilding;
 - (b) any dwelling on Lot 344-347 that is not predominantly two storey development;
 - (c) any dwelling on Lots 344-347 that does not have a metal roof finish in accordance with The Wharf Design Guidelines materials and colour palette;
 - (d) any dwelling on Lots 344-347 that does not have walls that are predominantly colour rendered in accordance with The Wharf Design Guidelines materials and colour palette;
 - (e) any dwelling house not in accordance with the setbacks and site coverage as defined in Table 1 of the Detailed Area Plan 1 (DAP No.1), contained within the Harbourside Village Structure Plan;
 - (f) any dwelling house not in accordance with the height as defined in Table 1 of the Detailed Area Plan 1 (DAP No.1), contained within the Harbourside Village Structure Plan;
 - (g) any dwelling house with external wall colours and materials which are not substantially of masonry with a bagged, rendered or textured paint finish, dressed limestone, cladding (timber or weatherboards), rammed earth/limestone, clay face brick, or limestone style clay brick construction as noted in The Wharf Design Guidelines materials and colour palette;
 - (h) any two-storey dwelling house that is not constructed in accordance with the 'Coastal Village' architectural character noted in The Wharf Design Guidelines;
 - (i) any dwelling house having a principle roof pitch of less than 27 degrees or any dwelling with a roof constructed of zincalume or any other significantly reflective material. Lower roof pitches are permitted for ancillary roofs, such as verandahs;
 - (j) any dwelling house with roof finish materials and colours which are not in accordance with The Wharf Design Guidelines materials and colour palette;
 - (k) any dwelling house having a principle roof eaves overhang of not less than 450mm in width, except for a wall on a nil lot line condition;
 - (l) any dwelling with windows that are not of a vertical proportion on the visible elevations that face the primary and secondary streets;
 - (m) any dwelling house with door and window materials and colours which are not in accordance with The Wharf Design Guidelines materials and colour palette;
 - (n) any fence unless it complies with The Wharf Design Guidelines section (h);
 - (o) any free-standing structure (including a garden shed), unless such structure matches and complements the dwelling house in respect of materials used, design and external appearance including colour and quality of construction;
 - (p) any structure attached to the dwelling house, unless such structure matches and complements the dwelling house in respect to materials used, design and external appearance including colour and quality of construction, unless it is concealed from public view; and
 - (q) no less than a total of two (2) car parking spaces shall be provided within the Lot that are accessed from the rear lane as defined on DAP No.1, contained within the Harbourside Village Structure Plan and a minimum of one (1) car parking space must be enclosed in a structure that matches or complements the dwelling house in respect to materials used, design and external appearance including colour and quality of construction.
- (2) Not to park or allow to be parked on the road, including the rear lane, next or adjacent to the Lot any commercial vehicles including trucks, utilities, caravans, trailers, boats or any other mobile machinery ("Commercial Vehicles") unless such Commercial Vehicles are housed or contained wholly within the Lot and concealed from public view.

[illegible]

Lots less than 10m wide

BALCONIES OVER EACH' AT THE 2ND STORY ARE PERMITTED TO HAVE TWO DECKS, UNLESS OTHERWISE NOTED ON THE D.P.

W/OUT ANY FURTHER TO

1.5m REAR SETBACK AT GROUND.
ZERO PERMITTED AT UPPER LEVEL
UNLESS OTHERWISE STATED.


**ZERO SIDE SETBACK TO
SOUTHERN BOUNDARY**

王

LEGEND

D.A.P. No 1 BOUNDARY

PREFERRED GARAGE LOCATION

☒ DESIGNATED GARAGE LOCATION
BUILDING ENVELOPES

EASEMENTS

NO VEHICULAR ACCESS PERMITTED

ZERO SIDE SETBACK LOCATION

**NO ZERO REAR SETBACK
PERMITTED AT FIRST FLOOR LEVEL**

DETAILED AREA PLAN No. 1
MINDARIE KEYS HARBOURSIDE VILLAGE
CITY OF WANNEROO



CHAPPEL & LAMBERT
TOWN PLANNING
URBAN DESIGN
CONSULTANTS
10000
10000

| DATE | COMPILED | REVISED | PLAN |
|----------|------------|----------|-------|
| 25 07.02 | RIAPS, SHA | 27.08.02 | 799-7 |

LEGEND

PLAN 1: STRUCTURE PLAN MAP

- Zones of Influence
- Breakwater Overlapping Line
- 0.1m wide P.A.W.
- 3m Wide P.A.W.
- 24 hour public access easement pursuant to section 195 and 196 of the Land Administration Act 1997. 3 metres wide
- Public Open Space

NOTES:

- * Site Guidelines for Precincts are in Table 1 of the Structure Plan
- * Residential Planning Code Density codes are as shown on plan
- * Zone of Influence
The Zone of Influence establishes the relationship of the lot boundary to the adjacent breakwater in terms of ground conditions and the ability of the lot to accommodate development.
- * Breakwater Overlapping Line
The breakwater overlapping line identifies the limit of splashing resulting from a 1 in 100 year storm event. The line is located 20 metres back from the coast of the breakwater as determined by Sinclair, Knight and Merz and Department of Transport.

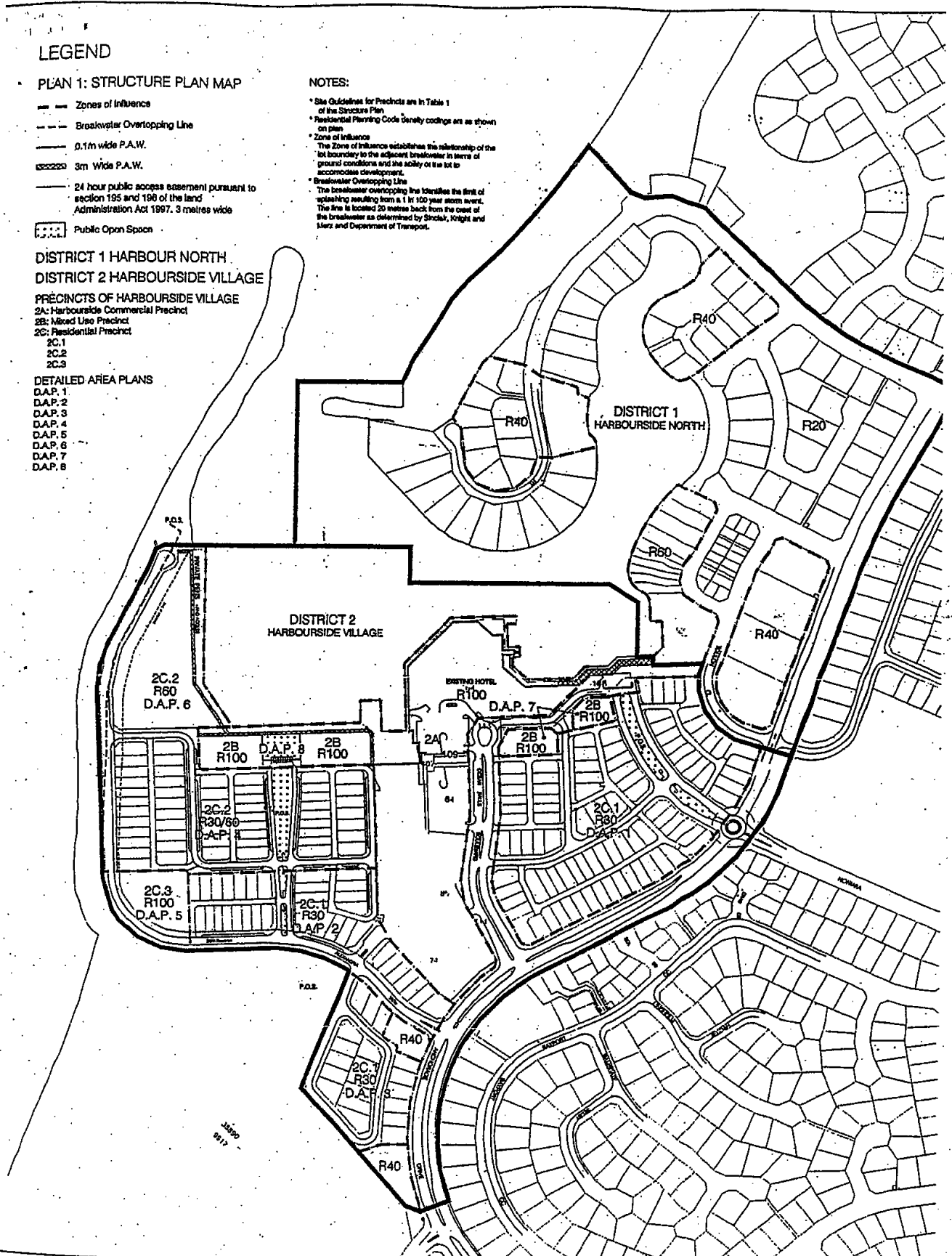
DISTRICT 1 HARBOUR NORTH
DISTRICT 2 HARBOURSIDE VILLAGE

PRECINCTS OF HARBOURSIDE VILLAGE

- 2A: Harbourside Commercial Precinct
- 2B: Mixed Use Precinct
- 2C: Residential Precinct
- 2C.1
- 2C.2
- 2C.3

DETAILED AREA PLANS

- D.A.P. 1
- D.A.P. 2
- D.A.P. 3
- D.A.P. 4
- D.A.P. 5
- D.A.P. 6
- D.A.P. 7
- D.A.P. 8



STRUCTURE PLAN
MINDARIE KEYS HARBOURSIDE VILLAGE
CITY OF WANNEROO



SCALE
N.T.S.

G. H. APPELL
& CO. PLANNING
AND DESIGN
LEVEL 1 - 34 POWELL STREET, SUITE 101, WANNEROO, WA 6008
TEL: 08 9447 1111 FAX: 08 9447 1112
DATE 03.07.02 COMPLETED C&L, J.C.Y. REVISION 09.08.02



PLAN NO.
700-700

TABLE 1

SITE GUIDELINES FOR DISTRICT 2 HARBOURSIDE VILLAGE

| Sub Precinct | Lot Size (m ²) | No. Dwellings per lot | SET BACKS | | | | Max Height (m) | Max Site Coverage (%) | Max Plot Ratio | Other Considerations |
|---------------------------------|----------------------------|--|--------------------|---------------|----------------------------------|----------------------------------|----------------|-----------------------|----------------------------------|--------------------------|
| | | | Front Min (m) | Front Max (m) | Side (m) | Rear (m) | | | | |
| 2A Commercial (Refer Note 1) | Varies | As per density coding shown on Plan 1 | Nil | Nil | Nil | - | 12m/3st | - | - | - |
| 2B Mixed Use (Refer Note 1) | Varies | As per density coding shown on Plan 1 | 3.0 (Refer Note 3) | 4.5 | Nil | 1.5m (Refer Note 4) | 12m/3st | 60% | 1.50 | - |
| 2C.1 Residential (Refer Note 1) | Under 350 | As per density coding shown on Plan 1 | 3.0 | 4.5 | Nil | 1.5m (Refer Note 4) | 9.5m | 70% | Refer Residential Planning Codes | - |
| | 350 & Over | As per density coding shown on Plan 1 | 3.0 | 4.5 | Nil | 1.5m (Refer Note 4) | 9.5m | 60% | Refer Residential Planning codes | - |
| 2C.2 (Refer Note 1) | Varies | As per density coding shown on Plan 1 (Refer Note 2) | 3.0 | 4.5 | Nil | 1.5m (Refer Note 4) | 12m/3st | 70% | 0.70 | - |
| 2C.3 (Refer Note 1) | | As per density coding shown on Plan 1 | 3.0 | 4.5 | Refer Residential Planning Codes | Refer Residential Planning Codes | 16m | 80% | 2.00 | Entry Statement Building |

Notes - 1: Refer to Detailed Area Plans (DAPS) for Specific Site Planning Issues for Each Precinct.

2: Where land has a dual coding, the higher coding shall apply for lots that are 1800m² and above. The lower coding shall apply when the lot area is less than 1800m².

3: Verandas, colonnades, awnings, pergolas and other projections to improve the amenity of a Mixed Use building are permitted to encroach into the front setback area to a maximum of 1.5 metres from the front boundary.

4: Rooms, lofts, balconies and other dwelling elements over the garage (at the 2nd storey) will be permitted to have nil setbacks to the rear boundary, unless otherwise noted on the DAPS.

3.5.3 Retail Floorspace

The maximum retail floorspace in the Structure Plan area is 2000 square metres net leasable area.

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- (iv) Any on site parking is to be screened from public view, with the preferred location to be at the rear of dwellings or within a basement / undercroft. Occupants must be able to access any basement parking from within the building.
- (v) External areas and parking areas should be well lit and secure, to ensure safe after hours use.
- (vi) Building forms are required to be articulated. Projections such as verandas, awnings, canopies, balconies and bay windows are encouraged and should be used to provide visual interest.
- (vii) The combined heights of solid retaining walls and fences are not to exceed 1.8m, when measured from the adjacent footpath and any such wall should be detailed to minimise the sense of bulk and scale.
- (viii) Generally, the roof is to be pitched where visible, at a minimum of 25 degrees. Lower pitches are permitted to awnings and veranda roofs. The provision of a parapet or low skillion roof may be considered where integral to the architectural design.

3.4.3 Zone of Influence

The zone of influence establishes the relationship of the lot boundary to the adjacent breakwater, in terms of ground conditions and the ability of the lot to accommodate development.

No development will be permitted beyond the line of the "Zone of Influence" as shown on Plan 1 Structure Plan Map, without the prior approval of the Department of Transport and the City of Wanneroo.

3.5 Other Structure Planning Issues

3.5.1 Jetties

Proposed jetties are subject to Department of Transport and Western Australian Planning Commission approval.

3.5.2 Parking

In addition to the provisions contained in this Structure Plan regarding parking, the following should be clearly identified at the development application stage: public car parking, private car parking for patrons of the hotel and the mixed use precinct, boat trailer parking (temporary and permanent), boat pen parking, boat ramp parking, the cross utilisation of parking and how this is to be managed, and on street parking for visitors.

A legal agreement is to be made between the City of Wanneroo and the owner/s of the land to be used for public parking in the Structure Plan area to ensure public access and utilisation of all public parking areas.

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- (iii) The development plot ratio and maximum allowable site coverage, building heights and setbacks shall be as set out in Table 1.
- (iv) Garages shall be set back at least 1.5 metres from the rear boundary with a 45 degree visibility splay provided to the sides of the garage opening. A level bin pad shall be provided.
- (v) Rooms, lofts, balconies and other dwelling elements over the garage (at the 2nd storey) will be permitted to have nil setbacks to the rear boundary, unless otherwise noted on the DAPS.
- (vi) Generally, the benched ground levels shall not be increased by more than 50mm. All retaining walls shall be shown in the Application to Commence Development.
- (vii) Where a rear lane is provided for single residential lots, car parking and access shall be from the rear. Particular locations (eg corner lots) may provide for an alternative choice of access as nominated on the DAPS. The garage must be constructed in the same materials and style of the house.
- (viii) Where the main roof is visible from the street (not including the rear laneway and public open space), roof pitch shall be a minimum of 25 degrees. Lower pitches are permitted for verandas and awnings. Use of the roof space is encouraged.
- (ix) In order to encourage solar access and energy efficiency, zero lot line development will be permitted as nominated on the DAPS. Where lots are 10m wide or less, zero setbacks to both side boundaries may be permitted, provided that adequate private open space and solar access can be demonstrated.
- (x) If front fencing is required, then any fencing forward of the building line shall be 50% visually permeable to a maximum height of 1.2m. Any rear or dividing boundary fence (behind the building line) may be solid to a maximum height of 1.8 metres.

3.4.2.2 Medium – High Density Development Criteria (R40 – R100)

- (i) Buildings shall address the street. Lots which front public open space shall provide for buildings which address the public open space. Corner buildings shall be designed to address the front boundary, corner truncation and portion of the secondary street.
- (ii) The development plot ratio and maximum allowable site coverage, building heights and setbacks shall be as set out in Table 1.
- (iii) Dual Coding R30/60: Where land has a designated dual coding, the higher coding and the associated provisions and criteria relevant to that code shall apply for lots that are 1800m² and above, while the lower code shall apply to lots less than 1800m².

706:Aug02:Rep 27-02:TL

3.4 2C: Residential Precinct

The predominant land uses in this precinct shall be Residential. The precinct also contains two linear areas of public open space. Uses permitted and general provisions for the precinct are the same as those which apply to the Residential zone in the Scheme unless otherwise specified in this section. In addition to the uses permitted or prohibited under the Scheme in a Residential zone, the following uses shall be "X" (Prohibited) uses:

- "X Uses: Caravan Park, Park-Home Park.

3.4.1 Objectives

General objectives for the Residential Precinct are:

- (i) To encourage a diversity of housing types, including single residential, grouped and multiple dwellings.
- (ii) To promote layouts that provide passive surveillance of public streets and open spaces, such as parks and foreshore.
- (iii) To ensure that energy efficient and solar conscious designs are facilitated.

3.4.2 Criteria

In order to ensure consistency of approach, all residential development shall be guided by the Detailed Areas Plans (DAPS). These DAPS will nominate zero lot line positions, location of solar easements, setbacks, garages, access and any other strategic consideration pertaining to residential lots. A DAP satisfactory to the City of Wanneroo, shall be submitted by the subdivider prior to the City issuing subdivision clearance. No development shall be undertaken on land within the residential precinct unless a DAP has been adopted by the City of Wanneroo.

Development Criteria to be satisfied in the Residential Precinct have been divided into Single Residential Criteria and Medium – High Density Development Criteria:

3.4.2.1 Single Residential Development Criteria (R30 / R40)

- (i) Buildings shall address the street. Lots which front public open space shall provide for buildings which address the public open space. Corner buildings shall be designed to address the front boundary, corner truncation and portion of the secondary street.
- (ii) All single residential dwellings are to have ground level private open space in addition to the front setback, with at least one area of private open space directly accessible from a living area with a minimum dimension of 4 metres and a minimum area of 24m². The open space provision may be provided in the form of a roof terrace or deck over a lower level laneway garage.

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- (iii) Buildings shall address the street, and have entries highlighted by architectural or landscaping features.
- (iv) Buildings shall be designed to have active frontages with no blank facades fronting the street and boardwalk.
- (v) Buildings on corner sites shall be developed as landmarks within the overall urban fabric.
- (vi) Entries to buildings, pedestrian walkways, and car parking areas shall be clearly defined elements in the "urban wall" frontage.
- (vii) Roof mounted mechanical equipment, if required, shall be screened from view by the roof form, parapet walls, or other measures that are compatible with the design.
- (viii) On site car parking is to be screened from public view, with the preferred location to be at the rear of the lots, or within basement areas. Occupants must be able to access any basement parking from within the building.
- (ix) Bin and material storage and service areas shall be located away from public areas and screened from view by an enclosure in the style and material of the building.
- (x) Any signage that is required should be simple in format and appropriate to the scale of the street and adjacent buildings. Separate development approval is required for any signage not included in the original submission.
- (xi) Where building development is to be residential, it shall comply with the requirements of Clause 3.4 "2C" Residential Precinct.
- (xii) The development plot ratio, site coverage, building lengths and setbacks shall be as set out in Table 1.
- (xiii) Verandas, colonnades, awnings, pergolas and other projections to improve the amenity of a Mixed use building are permitted to encroach within the front setback area, to a maximum of 1.5 metres from the front boundary.
- (xiv) All Commercial / Mixed Use Buildings shall be well lit to ensure safe use after hours.
- (xv) Pedestrian access should be provided throughout the precinct as required by easements or public accessways as shown in Plan 1, being the Structure Plan Map.

706:Aug02:Rep27-02:TL

- (ix) Pedestrian access shall be provided throughout the precinct, as required by easements or public accessways as shown in Plan 1, being the Structure Plan Map.
- (x) All Commercial Buildings shall be well lit to ensure safe use after hours.

3.3 2B: Mixed Use Precinct

This Precinct is intended to accommodate a mixture of residential development with small scale businesses in a primary residential scale environment.

Uses permitted and the general provisions for this precinct are the same as those which apply to the Mixed Use zone in the Scheme, unless otherwise specified in this section. In addition to the uses permitted under the Scheme in the Mixed Use zone, the following shall be "D" (Discretionary Use), subject to approval of Council) in this Precinct:

- "D" Uses: Shop with floorspace not exceeding 100 square metres gross leasable area.

3.3.1 Objectives

General development objectives for the Mixed Use Precinct are:

- (i) Provide a diversity of land use and housing types.
- (ii) Allow appropriate businesses to locate and develop in close proximity to residential areas.
- (iii) Allow for services to be provided locally.
- (iv) Provide a high level of amenity.

3.3.2 Criteria

Criteria to be satisfied in this Precinct are:

- (i) In order to ensure consistency of approach, all mixed use development shall be guided by the Detailed Areas Plans (DAPS). These DAPS will nominate zero lot line positions; location of solar easements, setbacks, garages, access and any other strategic consideration pertaining to mixed use lots. A DAP satisfactory to the City of Wanneroo, shall be submitted by the subdivider prior to the City issuing subdivision clearance. No development shall be undertaken on land within the mixed use precinct unless a DAP has been adopted by the City of Wanneroo.
- (ii) Lots which front public open space shall provide for buildings which address the public open space. Corner buildings shall be designed to address all street frontages.

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3.2.2.1 Objectives

General objectives of the Harbourside Commercial Precinct are:

- (i) Create an active focus for the community with a balance of viable uses and a diversity of retail and commercial uses and leisure opportunities that generate day and evening activity.
- (ii) Encourage high standards of built form.
- (iii) Provide continuity of activity along streets and around the harbour.
- (iv) Provide efficient vehicle access with pedestrian priority.

3.2.2.2 Criteria

Criteria to be satisfied in this precinct:

- (i) Buildings shall be a maximum of 3 storeys in height to create a well-scaled street and boardwalk frontage and shall have nil front and side setbacks to create an urban wall to the street boundary and boardwalk boundary.
- (ii) Buildings shall be designed to have active frontages with no blank facades fronting the street and boardwalk.
- (iii) Buildings on corner sites shall be developed as entry statements within the overall urban fabric.
- (iv) Entries to buildings, pedestrian walkways, and car parking areas shall be clearly defined elements in the "urban wall" frontage.
- (v) Car parks shall be designed to provide good pedestrian movements towards buildings, whilst minimising their visual impact on the amenity of the street. Shade trees shall be planted at the rate of one tree to every four cars in ongrade parking areas and shall be protected from damage by vehicles.
- (vi) Service areas, material storage areas and services such as air conditioners, compressors and other machinery shall be located away from public areas and screened from view from streets and public areas by an enclosure in the style and material of the building.
- (vii) Roof mounted mechanical equipment, if required, shall be screened from view by the roof form or parapet walls.
- (viii) Signage shall be integrated with buildings and shall be appropriate in character. Development approval is required for any signage not included in the original submission.

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level and any setback from a marina frontage, provided that Council is satisfied that:

- (a) there will be an improved architectural amenity resulting from a minimal setback distance between building and the marina frontage in the particular case.
- (b) the overall amenity and appearance of the marina frontage will be maintained or improved.
- (c) no structural weakness will result.
- (d) no erosion or soil instability will result.

3.1.2 District 1 – Height Guidelines

Development on Lot 51 Saint Malo Court / Anchorage Drive, Mindarie, may be up to four storeys but shall not exceed 12 metres in height (above natural ground level) across the site.

3.2 District 2: Harbourside Village

3.2.1 Development Control Provisions

The provisions are divided into *objectives*, which describe in general terms the intentions to be addressed in each precinct; and *criteria*, which set out built form requirements (“shall”) and preferred treatments (“should”). These are augmented by Detailed Area Plans (DAPS), which detail specific planning, design and constructional requirements for development within each Precinct or part of a Precinct.

3.2.2 2A: Harbourside Commercial Precinct

This Precinct comprises predominantly hotel and short stay accommodation uses with areas for boat trailer and car parking. Supporting uses are retail, office, restaurant, café and takeaway food.

Resort facilities are to be provided in this precinct and shall contain public facilities and may contain some private recreation facilities.

Uses permitted and the general provisions for this precinct are the same as those which apply to the Commercial zone in the Scheme unless otherwise specified in this section. In addition to the uses permitted and prohibited under the Scheme in a Commercial zone, the following shall be “D” (Discretionary Use, subject to the approval of Council) and “X” (Prohibited) in this Precinct:

- “D” Uses: Holiday Village / Resort.
- “X” Uses: Drive Through Food Outlet, Funeral Parlour, Restricted Premises.

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- “Urban Wall” shall mean the facades of a building and / or additional structure that define the principal edge of the lot fronting onto the main public street that adjoins the lot. Entries to buildings, pedestrian walkways and car parking areas are to be clearly defined as separate elements in the frontage, which may include setbacks in the façade.

2.5 The Scheme

Unless provided for by specific requirements in this Structure Plan, all requirements shall be in accordance with the Scheme.

3.0 PROVISIONS

3.1 District 1: Harbour North

3.1.1 Development Control Provisions

- (i) The provisions of the Residential zone in the Scheme shall apply to District 1 unless otherwise specified in this section.
- (ii) Where development is proposed within 7.5m landwards of a marina frontage, the Council shall refer the development application to the Department of Transport (DOT) for its consideration and the Council shall take into account any comments received in making its determination. The proponents of any development requiring referral by Council to DOT will be liable for payment of additional fees to cover the cost of the assessment by DOT.
- (iii) All dwellings shall be set back a minimum of 6.0 from a road frontage.
- (ix) No retaining wall or fencing shall be erected along the marina frontage or within 1.0m of the top of a marina wall, whichever is the greater distance as determined by the Council.
- (x) No retaining wall (other than a marina wall) situated more than 1.0m, but less than 7.5m, from a marina frontage shall exceed 1.0m above the natural ground level.
- (xi) No retaining wall (other than a marina wall) situated more than 7.5, but less than 9.0m, from a marina frontage shall exceed 1.5m above the natural ground level.
- (xii) No fence situated within 7.5m of a marina frontage shall exceed 1.0m above the natural ground level.
- (xiii) No fence situated more than 7.5m from a marina frontage shall exceed 2.0m above the natural ground level.
- (ix) Unless otherwise specified in Part 3.1.2, Council may permit any dwelling or structure (including retaining wall, marina wall or fencing, building or outbuilding) to be erected at any height above or below the natural ground

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2.0 STATUTORY PROVISIONS

2.1 Subject Area

The Structure Plan area District 1 (refer Plan 1) is bounded by Rosslare Promenade to the north, Anchorage Drive to the east, Toulon Circle and Lot 55 Itea Place to the south, and all lots on Clarecastle Retreat to the west. The Structure Plan area District 2 (refer Plan 1) comprises approximately 23 hectares, and is bounded by Anchorage Drive to the east, Toulon Circle, Montrose Walk and the Marina to the north, the coast to the west and Alexandra View and Reserve 35890 to the south.

2.2 Districts

Plan 1: "The Structure Plan Map" indicates the land use Districts 1 & 2 being Harbourside North and Harbourside Village respectively.

2.3 Precincts

2.3.1 Plan 1

"The Structure Plan Map" indicates the Precincts within District 2, which are as follows:

- Precinct A: Harbourside Commercial Precinct.
- Precinct B: Mixed Use Precinct.
- Precinct C: Residential Precinct.

2.3.2 Sub-Precincts of Precinct C

Plan 1: "The Structure Plan Map" indicates within District 2, Mindarie Keys Harbourside Village, three Residential Sub-Precincts of Precinct C.

The development requirements of each of these Residential Sub-Precincts vary: refer to Table 1 attached and Detailed Area Plans, which must be read as part of, and in conjunction with the Structure Plan, for the development requirements of these Residential Sub-Precincts.

2.4 Definitions

The term used shall have the interpretations set out hereunder:

- "Entry Statement Buildings" shall mean special building form and elevation that draws attention to the location, including such means as distinctive roof forms, balconies, articulation of corner wall elements, materials and colour.
- "Short Stay Holiday Accommodation" shall mean two or more detached dwellings on one lot, let for holiday purposes, none of which is occupied by the same tenant for a continuous period of more than 4 months.

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1.0 OVERVIEW

1.1 Parts of the Structure Plan

This Structure Plan comprises two parts:

- Part 1: Statutory Planning Section.
- Part 2: Explanatory Report.

Clause 9.8 of the City of Wanneroo District Planning Scheme No. 2 (hereinafter called "the Scheme") provides, amongst other things, that a provision, standard or requirement of a Structure Plan approved under Part 9 the Scheme shall be given the same force and effect as it was a provision, standard or requirement of the Scheme. It is hereby provided that such a force and effect shall only be given to Part 1 of this Structure Plan. Part 2 of this Structure Plan is for explanatory purposes only, providing a descriptive analysis of the Structure Plan.

Subclause 9.8.3 (f) of the Scheme states that where, *"in the event of there being any inconsistency or conflict between any provision, requirement or standard of the Scheme and any provision, requirement or standard of an Agreed Structure Plan, the provision, requirement or standard of the Scheme shall prevail."*

1.2 Summary

This Structure Plan refers to two Districts of development within the Marina zone. District 1 is bounded by Rosslare Promenade to the north, Anchorage Drive to the east, Toulon Circle and Lot 55 Itea Place to the south, and all lots on Clarecastle Retreat to the west. The Harbourside Village is District 2, and is bounded by Anchorage Drive to the east, Toulon Circle, Montrose Walk and the Marina to the north, the coast to the west and Alexandria View and Reserve 35890 to the south.

The subject area is zoned Marina Zone under District Planning Scheme No. 2. Clause 3.10 The Marina Zone details the objectives and general provisions pertinent to such a zone.

District 1 is an existing residential subdivision, containing 79 single residential lots and 17 multi residential sites. An approximate total of 200 dwellings is possible.

District 2 is currently proposed to include uses of Hotel, Resort Facilities, Mixed use (Commercial and Apartments) and single residential, grouped and multiple dwelling developments at densities between R30 & R100. The total site area of the Harbourside Village is approximately 23ha. In seeking to create a vibrant Harbourside Village, the Mixed Use areas include tourist-oriented retail, restaurants and cafes, as well as office and residential uses.

The Structure Plan defines the two proposed districts of urban development. District 1, named Harbourside North, and District 2, which is divided into three precincts, which accommodate broad land use groupings. Detailed Area Plans provide further detail about the intended design constraints.

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RECORD OF AMENDMENTS MADE TO THE AGREED STRUCTURE PLAN
MINDARIE KEYS HARBOURSIDE VILLAGE

| No. | Description of Amendment | Resolution of Council | WAPC Endorsed Advice |
|-----|---|--|--|
| 1. | Recoding of lots within Sub-Precinct RC.5 fronting the north/south road near Toulon Circle from R30 to R40 (Chappell & Lambert) | W187-06/00 | 21 November 00 Ref: 801-2-30-22 PT 13 |
| 2. | <ul style="list-style-type: none"> Inserting at the beginning of part 3.1.1 i) the words "Unless otherwise specified in Part 3.1.2". Inserting a new part titled "Part 3.1.2 District Height Guidelines". Inserting new guidelines under Part 3.2.1 for Lot 51 (1) St Malo Court, Mindarie as follows: "a maximum height of 3 storeys or 9 metres above natural ground level measured to the eaves for a pitched roof dwelling of 10 metres above natural ground level for a flat roof dwelling. | W326-10/00 | |
| 3. | <ul style="list-style-type: none"> Recoding of Lot 51 Anchorage Drive / Saint Malo Court, Mindarie from R40 to R60. <p>Inserted Clause:</p> <ul style="list-style-type: none"> 3.1.2 District 1 – Height Guidelines – Development on Lot 51 Saint Malo Court / Anchorage Drive, Mindarie may be up to four storeys, but shall not exceed 12 metres in height (above natural ground level) across the site. | Ministers Appeal Determination dated 14 February 2001 (upheld) | 15 August 2001 WAPC Ref: 801/2/30/22813 U2 |
| 4 | <ul style="list-style-type: none"> Modify various residential density codes in the Harbourside Village. Introduce a split R30/60 coding. Modify 'use' permissibility. Modify design provisions. Provide for the adoption of DAPs | | |

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CERTIFICATION OF AGREED STRUCTURE PLAN

(SCHEDULE 10)

CERTIFIED THAT AGREED STRUCTURE PLAN 13 MINDARIE KEYS HARBOURSIDE VILLAGE WAS ADOPTED BY RESOLUTION OF THE WESTERN AUSTRALIAN PLANNING COMMISSION ON 28 JANUARY 2000.

Chairperson, Western Australian Planning Commission

AND BY RESOLUTION OF THE COUNCIL OF THE CITY OF WANNEROO ON 14 MARCH 2000 AND THE SEAL OF THE MUNICIPALITY WAS PURSUANT TO THE COUNCIL'S RESOLUTION HERETOR AFFIXED IN THE PRESENCE OF:

Mayor, City of Wanneroo

Chief Executive Officer, City of Wanneroo

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3.0 PROVISIONS

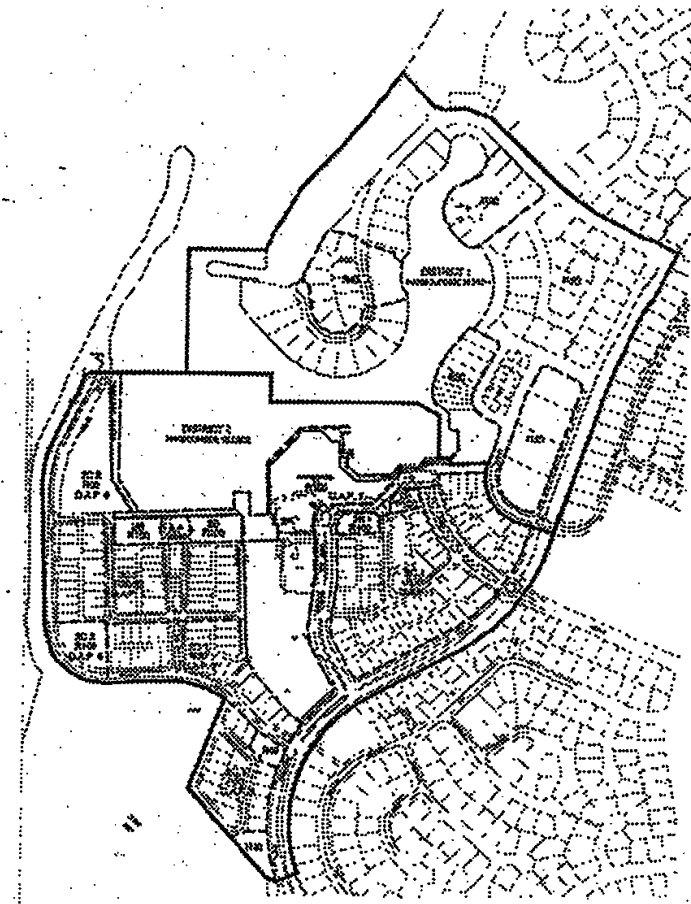
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ANNEXURE "C"

LOCAL STRUCTURE PLAN

MINDARIE KEYS HARBOURSIDE VILLAGE

PART 1 – STATUTORY PLANNING SECTION



Structure Plan No. 13
Adopted: 14 March 2000

**This Structure Plan is prepared under the provisions of Part 9
of the City of Wanneroo District Town Planning Scheme No. 2**

Project No. 706:Aug02:Rep27-02:TL
November 2002

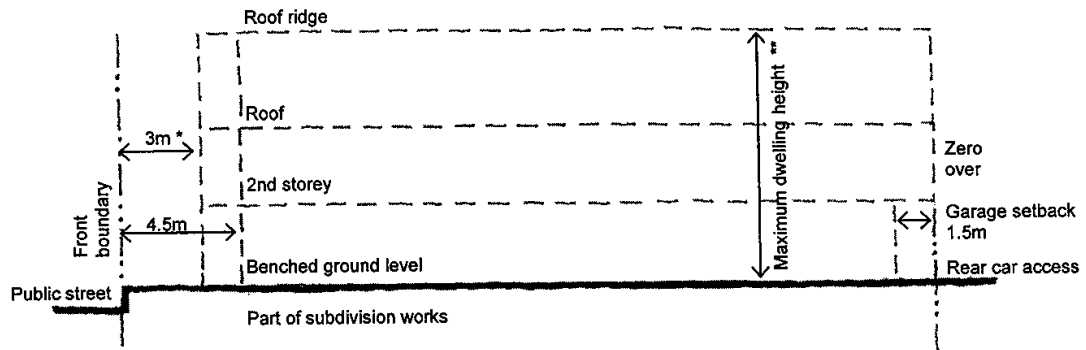
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APPENDIX 5: GLOSSARY OF ARCHITECTURAL TERMS

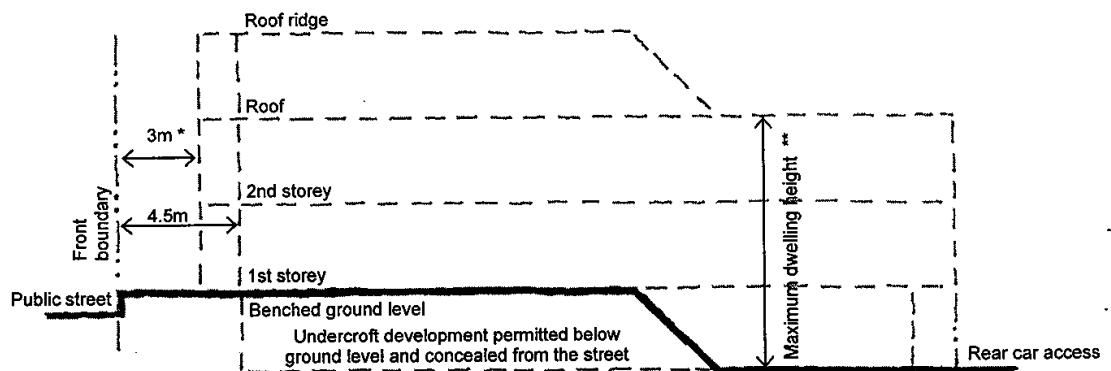
- Contrasting keystone
Differently coloured central and larger stone of a semi-circular arch.
- Corbel
A projecting course.
- Ornate moulding
A contoured decorative element.
- Pre-cast scroll
Ornament shaped like a scroll of paper, usually at the top of a column.
- Quoin block
Stone that wraps around the corner of a building.

Signed: _____ 20
Dated: _____

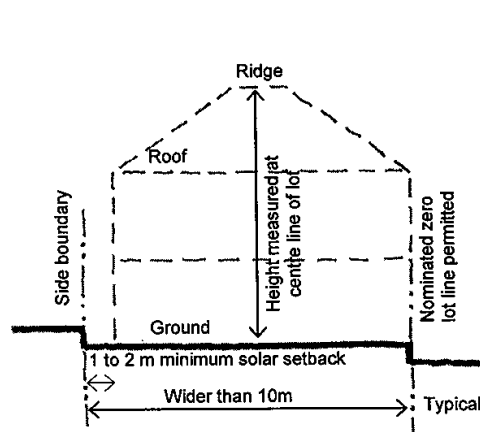
APPENDIX 4: TYPICAL BUILDING ENVELOPES



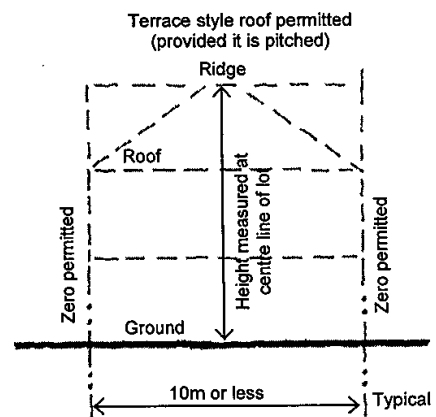
Side elevation: Bench



Side elevation: Part sloping



Front elevation
Width: Lots more than 10m wide



Width: Lots 10m wide, or less

Notes:

- * Please refer to section 1(c) under "Site Planning" for details of the front minimum setback for a lot.
- ** Please refer to section 2(a) under "Site Planning" for details of the maximum height of a building on a lot.

Signed: _____

Dated: _____

19

| Setbacks (Refer note 1) | | | | | | | | |
|-------------------------|----------------------------|-----------------------------|--|---|-----------------|------------------------|------------------|---------------|
| Lot no. | Lot size (m ²) | Front setback (m) min - max | Min. side setback (m) N(north), S(south), E(east), W(west) | Garage rear setback (m) (Refer note 2) FFL(first floor level) | Max. height (m) | Max. site coverage (%) | Gateway dwelling | Other factors |
| 383 | 1732 | Mixed use/residential | | | | | | |
| 384 | 369 | 3 - 4.5 | E- nil permitted, W- 1.5m | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | |
| 385 | 336 | 3 - 4.5 | E- nil permitted, W- 2m | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | |
| 386 | 336 | 3 - 4.5 | E- nil permitted, W- 2m | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | |
| 387 | 280 | 3 - 4.5 | E and W- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | |
| 388 | 280 | 3 - 4.5 | E and W- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | |
| 389 | 355 | 3 - 4.5 | E- 1m, W- 2m | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | |
| 390 | 396 | 3 - 4.5 | N- 1.5m, S- nil permitted | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | |
| 391 | 334 | 3 - 4.5 | N- 2m, S- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | |
| 392 | 335 | 3 - 4.5 | N- 2m, S- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | |
| 393 | 335 | 3 - 4.5 | N- 2m, S- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | |
| 394 | 356 | 3 - 4.5 | N- 2m, S- 1.5m | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | See note 3 | |
| 398 | 362 | 3 - 4.5 | E- 1m, W- 2m | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | |
| 399 | 278 | 3 - 4.5 | E and W- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | |
| 400 | 278 | 3 - 4.5 | E and W- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | |
| 401 | 334 | 3 - 4.5 | E- nil permitted, W- 2m | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | |
| 402 | 334 | 3 - 4.5 | E- nil permitted, W- 2m | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | |
| 403 | 366 | 3 - 4.5 | E- nil permitted, W- 1.5m | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | |
| 404 | 332 | 3 - 4.5 | E- 1m, W- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | See note 4 |

Notes:

1. Refer to Appendix 1: Detailed Area Plan (DAP) No. 1, for specific site planning issues.
2. Rooms, lofts, balconies and other dwelling elements over the garage at the first floor level (FFL) will be permitted to have nil rear setback, unless otherwise noted on the DAP.
3. Dwellings on lots 309, 313, 357, 361, 367, 371, 374, 378 and 394 shall be Gateway Dwellings. The buildings on these lots will be on prominent corners and will help therefore to create the design character for The Wharf. The Gateway Dwellings shall address both streets and identify the corner through the use of feature elements such as a distinct roof form, a tower or wall feature or a corner bay window.
4. For Swansea Promenade the main entry into the estate, predominantly two storey dwellings must be built on lots 301 to 313, 342 to 347, 357, 371 and 404 to ensure a harmonious scale and consistent street enclosure. Dwellings on these lots shall have sheet metal roofs and predominantly colour rendered walls.
5. The postbox for lots 357 to 361 shall be located on the rear laneway fence. The house number for lots 357 to 361 shall be clearly displayed at both the front of the dwelling and to the rear adjacent to the postbox.

Signed:

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Dated:

APPENDIX 3: TABLE OF SITE GUIDELINES FOR EACH LOT

| Setbacks (Refer note 1) | | | | | | | | | |
|-------------------------|---------------|--------------------------------|--|---|-----------------|------------------------|------------------|----------------|--|
| Lot no. | Lot size (m²) | Front setback (m) min - max | Min. side setback (m) N(north), S(south), E(east), W(west) | Garage rear setback (m) (Refer note 2) FFL(first floor level) | Max. height (m) | Max. site coverage (%) | Gateway dwelling | Other factors | |
| 301 | 348 | 3 – 4.5 | E-1m, W-1m | 1.5m, no nil rear setback permitted at FFL | 9.5 | 70 | | See note 4 | |
| 302 | 341 | 3 – 4.5 | E-1m, W-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | See note 4 | |
| 303 | 344 | 3 – 4.5 | E-1m, W-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | See note 4 | |
| 304 | 310 | 3 – 4.5 | E-1m, W-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | See note 4 | |
| 305 | 318 | 3 – 4.5 | E-1m, W-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | See note 4 | |
| 306 | 330 | 3 – 4.5 | E-1m, W-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | See note 4 | |
| 307 | 342 | 3 – 4.5 | E-1m, W-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | See note 4 | |
| 308 | 362 | 3 – 4.5 | E-1m, W-nil permitted | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | See note 4 | |
| 309 | 359 | 3 – 4.5 | E-1m, W-1.5m | 1.5m, no nil rear setback permitted at FFL | 9.5 | 70 | See note 3 | See note 4 | |
| 310 | 318 | 3 – 4.5 | E-1m, W-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | See note 4 | |
| 311 | 340 | 3 – 4.5 | E-1m, W-nil permitted | 1.5m, no nil rear setback permitted at FFL | 9.5 | 70 | | See note 4 | |
| 312 | 322 | 3 – 4.5 | E-1m, W-nil permitted | 1.5m, no nil rear setback permitted at FFL | 9.5 | 70 | | See note 4 | |
| 313 | 454 | 3 – 4.5 | E-1.5m, W-nil permitted | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | See note 3 | See note 4 | |
| 314 | 442 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 315 | 446 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 316 | 436 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 317 | 384 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 318 | 371 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 319 | 364 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 8.5 | 60 | | | |
| 320 | 364 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 8.5 | 60 | | | |
| 321 | 364 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 8.5 | 60 | | | |
| 322 | 364 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 8.5 | 60 | | | |
| 323 | 364 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 324 | 364 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 325 | 364 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 8.5 | 60 | | | |
| 326 | 559 | 3 – 4.5 | N-2m, S-1m | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | | |
| 327 | 349 | 3 – 4.5 | N and S - nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | | |
| 328 | 317 | 3 – 4.5 | N and S - nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | | |
| 329 | 371 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 330 | 309 | 3 – 4.5 | N and S - nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | | |
| 331 | 309 | 3 – 4.5 | N and S - nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | | |
| 332 | 371 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 333 | 371 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 334 | 367 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 335 | 382 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 336 | 391 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 337 | 426 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 338 | 443 | 3 – 4.5 | N-2m, S-1.5m | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | | |
| 339 | 347 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | | |
| 340 | 347 | 3 – 4.5 | N-2m, S-nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | | |
| 341 | 400 | 3 – 4.5 | N-1.5m, S-nil permitted | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | | |
| 342 | 411 | 3 – 4.5 | E- 1.5m, W- nil permitted | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | See note 4 | |
| 343 | 365 | 3 – 4.5 | E- 2m, W- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | See note 4 | |
| 344 | 415 | 3 – 4.5 | E- 1m, W- nil permitted | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | See note 4 | |
| 345 | 358 | 3 – 4.5 | E- 2m, W- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | See note 4 | |
| 346 | 381 | 3 – 4.5 | E- 2m, W- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | See note 4 | |
| 347 | 393 | 3 – 4.5 | E- 2m, W- 1.5m | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | See note 4 | |
| 348 | 1249 | Mixed use/residential | | | | | | | |
| 352 | 332 | 3 – 4.5 | E- nil permitted, W- 1.5m | 1.5m, no nil rear setback permitted at FFL | 9.5 | 70 | | | |
| 353 | 371 | 3 – 4.5 | E- nil permitted, W- 2m | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 354 | 352 | 3 – 4.5 | E- nil permitted, W- 2m | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 355 | 350 | 3 – 4.5 | E- nil permitted, W- 2m | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | | |
| 356 | 425 | 3 – 4.5 | E- 1m, W- 2m | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | | |
| 357 | 392 | 3 – 4.5 | N- 2m, S- 1.5m | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | See note 3 | See note 4 & 5 | |
| 358 | 359 | 3 – 4.5 | N- 2m, S- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | See note 5 | |
| 359 | 359 | 3 – 4.5 | N- 2m, S- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | See note 5 | |
| 360 | 354 | 3 – 4.5 | N- 2m, S- nil permitted | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | See note 5 | |
| 361 | 467 | 3 – 4.5 | N- 1.5m, S- nil permitted | 1.5m, no nil rear setback permitted at FFL | 8.5 | 60 | See note 3 | See note 5 | |
| 362 | 366 | 3 – 4.5 | E- 1m, W- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 363 | 324 | 3 – 4.5 | E- 1m, W- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 70 | | | |
| 364 | 351 | 3 – 4.5 | E- 1m, W- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 365 | 357 | 3 – 4.5 | E- 1m, W- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 366 | 359 | 3 – 4.5 | E- 1m, W- nil permitted | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | | |
| 367 | 490 | 3.3 – 4.5 | N- 1.5m, S- nil permitted | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | See note 3 | | |
| 368 | 404 | 3.3 – 4.5 | N- 2m, S- nil permitted | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | | | |
| 369 | 416 | 3.3 – 4.5 | N- 2m, S- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 370 | 415 | 3.3 – 4.5 | N- 2m, S- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 371 | 468 | 3.3 – 4.5 | N- 2m, S- 1.5m | 1.5m, no nil rear setback permitted at FFL | 9.5 | 60 | See note 3 | See note 4 | |
| 372 | 356 | 3 – 4.5 | N- 2m, S- nil permitted | 1.5m, no nil rear setback permitted at FFL | 8.5 | 60 | | | |
| 373 | 445 | 3 – 4.5 | N- 2m, S- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 374 | 546 | 3 – 4.5 | N- 2m, S- 1.5m | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | See note 3 | | |
| 375 | 353 | 3 – 4.5 | E- 2m, W- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 376 | 371 | 3 – 4.5 | E- 2m, W- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 377 | 380 | 3 – 4.5 | E- 2m, W- nil permitted | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | | | |
| 378 | 470 | 3 – 4.5 | E- 2m, W- 1.5m | 1.5m, nil rear setback at FFL permitted | 9.5 | 60 | See note 3 | | |

Signed:

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Dated:

APPENDIX 2: TABLE 1 OF THE DETAILED AREA PLAN NO. 1

| Sub-Precinct | Lot Size (m ²) | S E T B A C K S (Refer note 1) | | | | Max Height (m) | Max Site Coverage (%) |
|------------------|----------------------------|--------------------------------|---------------|------------------------|------------------------|-----------------------|-----------------------|
| | | Front Min (m) | Front Max (m) | Side (m) | Rear (m) | | |
| 2C.1 Residential | Under 350 | 3.0 | 4.5 | Nil (Refer note 3)) | 1.5 (Refer note 5) | 9.5 (Refer note 6) | 70% |
| | 350 & Over | 3.0 (Refer note 2) | 4.5 | Nil (Refer note 4) | 1.5 (Refer note 5)) | 9.5 (Refer note 6) | 60% |

Notes:

1. Refer to Appendix 1: Detailed Area Plan No.1 for specific site planning issues.
2. The minimum front setback for the dwelling to the primary street boundary is 3m, except for lots 367 to 371 where the minimum setback is 3.3m.
3. For narrower lots (eg. 8m to 10m wide), nil side setbacks to both sides may be considered, provided that adequate solar access to dwelling and private open space can be demonstrated (eg. light wells and courtyards should be located to allow adequate winter solar gain). Refer to Appendix 1: Detailed Area Plan No.1 for specific setback requirements.

To ensure against encroachment, walls constructed on the boundary must be set out by a licensed surveyor and certification lodged with the City of Wanneroo.

Any nil side setback allowance must not begin until 4.5m back from the street boundary. Any building element forward of this point must have a side setback of 1m (single storey) to 1.5m (2 storeys) at least.

No wall constructed to a nil side setback may contain any opening unless that side boundary faces a public street or rear laneway.

4. In general, where the wider small lots (eg. 10m to 13m wide) are east-west orientation, the nil side setback is nominated on the southern boundary (with a 1m to 2m solar setback to the north). Where the lot is orientated north-south the nil side setback is to the western boundary with a 1m to 2m solar setback to the east. Refer to Appendix 1: Detailed Area Plan No.1 for specific setback requirements.

To ensure against encroachment, walls constructed on the boundary must be set out by a licensed surveyor and certification lodged with the City of Wanneroo.

Any nil side setback allowance must not begin until 4.5m back from the street boundary. Any building element forward of this point must have a side setback of 1m (single storey) to 1.5m (2 storeys) at least.

No wall constructed to a nil side setback may contain any opening unless that side boundary faces a public street or rear laneway.

5. Rooms, lofts, balconies and other dwelling elements over the garage (at the first floor level) will be permitted to have nil setbacks to the rear boundary, unless otherwise noted on the DAP.
6. The maximum height permitted for a dwelling is two storeys or 9.5m from ground level to the highest ridge point of the roof. The maximum building height for lots 319 to 322, 325, 361 and 372 is 8.5m.

Minor projections outside the building envelope, such as chimneys or dormer windows may be permitted, if they significantly contribute to the overall streetscape (refer to Appendix 4: Typical Building Envelopes. The building form must be contained within the Building Envelopes defined. Note that the building forms shown in the diagrams are indicative only).

Signed: _____ 16
Dated: _____

APPENDICES

APPENDIX 1: DETAILED AREA PLAN NO.1

Signed: _____ 15
Dated: _____

3 STORMWATER

All dwellings shall collect stormwater within the lot. Details of the drainage system must be provided with all Building Licence applications.

4 RUBBISH BIN STORAGE

A concealed storage area and level bin pad for 1 (240 litre) PVC wheeled bin shall be provided at the rear of the Lot. This bin storage area must be screened from view, and access provided to it from the rear laneway.

5 STORAGE AREA

Each dwelling must provide a secure storage area of at least 4m². This space may be integrated into the dwelling or the garage, in a style to match the dwelling.

Signed: _____ 14
Dated: _____

2 HEIGHTS AND GROUND LEVEL

a) Height

Particular lots shall be two-storey development [refer to section 1(c) under 'Coastal Village Character']. In general, two storey or single storey dwellings with 'loft rooms' are encouraged throughout The Wharf to emphasis a vertical proportion to the streetscape.

- The maximum height permitted for a dwelling is two storeys or 9.5m from ground level to the highest ridge point of the roof. The maximum building height for Lots 319 to 322, 325, 361 and 372 is 8.5m.
- Minor projections outside the building envelope, such as chimneys or dormer windows may be permitted, if they significantly contribute to the overall streetscape (refer Appendix 4: Typical Building Envelopes. The building form must be contained within the Building Envelopes defined. Note that the building forms shown in the diagrams are indicative only).

b) Ground level

The nominated "ground level" for measurement of the height envelope, must coincide with the 'as constructed' benched and part sloping levels retained as part of subdivisional works undertaken by Mirvac Fini.

The ground level as benched by Mirvac Fini may not be increased by more than 50mm. The finished internal floor level of the dwelling may be raised by a maximum height of 150mm.

3 GARAGES AND ACCESS

Each dwelling must provide at least two car parking bays on site that are accessible from the rear laneway. A minimum of one bay must be covered and screened from view. The garage must be constructed in the same materials and style as the house.

Commercial vehicles, including caravans, boats, etc. shall not be parked or stored on the Lot unless contained within a garage or screened from public view.

SERVICES

The following points outline the final details that need to be considered when designing your home. These elements include pipes, wiring, air conditioners, solar panels, drainage systems and storage areas.

These Design Guidelines establish the best way to locate items that are essential for everyday living, but may not contribute to an appealing environment. To create an attractive neighbourhood we have suggested ways in which such items can be concealed or positioned in a non-intrusive way.

1 PLANT AND SERVICE AREAS

All pipes, wired services, clothes drying areas, hot water storage tanks and such plant items are to be concealed from the street and public view. Air conditioners and solar hot water systems must be acoustically and visually screened from primary and secondary streets. Solar collectors must not be seen from primary and secondary streets. Solar collectors must be in the same plane as the roof.

2 REAR LANEWAY SERVICES AND LANDSCAPE

The service easements (power, telecommunications and sewer), rear laneway lighting, landscaping and bin hard stand necessary to ensure the efficient daily use of the rear laneways will generally be located within a designated 1.5m setback zone from the rear boundary.

Signed: _____

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Dated: _____

SITE PLANNING

This section details specific measurements relating to how close you are allowed to build in relation to the boundaries of your lot, the percentage of space on your lot that your home may cover, the height of your home, and specifications for the garage and access to your property.

In the preparation of these guidelines special consideration was given to factors such as maintaining an attractive streetscape, maximising each homes access to sunlight and providing access to each home in a way that is both convenient and results in an uncluttered and attractive environment.

1 SETBACKS

Appendix 2: Table 1 of the Detailed Area Plan No.1 outlines the setbacks permitted within The Wharf. For more detailed information on each Lot refer to Appendix 3: Table of Site Guidelines for each Lot. Mirvac Fini has nominated the nil setback locations and core site planning requirements on a Detailed Area Plan (DAP) approved by the City of Wanneroo (refer to Appendix 1: Detailed Area Plan No.1).

a) Side setback on Lots more than 10m wide

A general range of 2m to nil side setback is permitted (unless noted otherwise in Appendix 1: Detailed Area Plan No.1) dependant on the lot orientation and lot width.

In general, where the wider small lots (eg. 10m to 13m wide) are east-west orientation, the nil side setback is nominated on the southern boundary (with a 1m to 2m solar setback to the north).

Where the lot is orientated north-south, the nil side setback is to the western boundary with a 1m to 2m solar setback to the east. Refer to Appendix 1: Detailed Area Plan No.1 for specific setback requirements.

b) Side setback on Lots 10m wide or less

For narrower lots (eg. 8m to 10m wide), nil side setbacks to both sides may be considered, provided that adequate solar access to the dwelling and private open space can be demonstrated (eg. light wells and courtyards should be located to allow adequate winter solar gain). Refer to Appendix 1: Detailed Area Plan No.1 for specific setback requirements.

- To ensure against encroachment, walls constructed on the boundary must be set out by a licensed surveyor and certification lodged with the City of Wanneroo.
- Any nil side setback allowance must not begin until 4.5m back from the street boundary. Any building element forward of this point must have a side setback of 1m (single storey) to 1.5m (2 storeys) at least.
- No wall constructed to a nil side setback may contain any opening unless that side boundary faces a public street or rear laneway.

c) Front

The minimum front setback for the dwelling to the primary street boundary is 3m, except for Lots 367 to 371 where the minimum setback is 3.3m. The maximum front setback for all Lots is 4.5m.

d) Rear

The garage opening must be setback 1.5m from the rear lot boundary. A 45 degree sight truncation must be either side of the garage opening. Rooms, a loft, balcony and other dwelling elements over the garage (at the first floor level) will be permitted to have nil setback to the rear boundary (unless noted otherwise on the DAP). This is to promote surveillance and visual interest to the rear laneway elevation.

e) Corner lots

The requirements for corner lots or other special streetscape considerations may alter the above nominations. (Refer to Appendix 1: Detailed Area Plan No.1 for specific setback requirements).

Signed:

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Dated:

m) **Front garden landscape**

The following is a recommended plant species list for gardens in a marina environment:

Groundcovers

| | |
|------------------------------|------------------|
| <i>Arctotis hybrids</i> | African daisy |
| <i>Carex sp.</i> | |
| <i>Cerastium tomentosum</i> | Snow-in-summer |
| <i>Conostylis candicans</i> | Grey cotton head |
| <i>Coprosma repens</i> | Mirror plant |
| <i>Dianella revoluta</i> | Native flax |
| <i>Festuca glauca</i> | Sheep's fescue |
| <i>Grevillea seaspray</i> | Grevillea |
| <i>Juniperus conferta</i> | Juniper |
| <i>Lantana montevidensis</i> | Lantana |
| <i>Myoporum parvifolium</i> | Boobialla |
| <i>Scaevola sp.</i> | |

Shrubs

| | |
|-----------------------------------|-------------------|
| <i>Agonis flexuosa "nana"</i> | Dwarf peppermint |
| <i>Calocephalus brownii</i> | Cushion bush |
| <i>Chrysanthemum</i> | Marguerite daisy |
| <i>Cineraria maritima</i> | Dusty millar |
| <i>Correa reflexa</i> | Native fuchsia |
| <i>Eremophila glabra</i> | Emu bush |
| <i>Euryops pectinatus</i> | Yellow daisy bush |
| <i>Hebe sp.</i> | Veronica |
| <i>Isolepis nodosa</i> | Knotted club rush |
| <i>Lavandula sp.</i> | Lavender |
| <i>Olearia axillaris</i> | Saltbush |
| <i>Pimilea ferruginea</i> | Rye flower |
| <i>Plumbago capensis</i> | Ledwort |
| <i>Raphiolepis delacourii</i> | Indian hawthorn |
| <i>Ricinocarpus glaucous</i> | Wedding bush |
| <i>Rosmarinus officinalis</i> | Rosemary |
| <i>Santolina chamaecyparissus</i> | Lavender cotton |
| <i>Templetonia retusa</i> | Cockies tongues |
| <i>Thyptomene saxicola</i> | Heath myrtle |
| <i>Tulbaghia violacea</i> | False garlic |
| <i>Westriolia fruticosa</i> | Coastal rosemary |

Trees

| | |
|--------------------------------|----------------------------|
| <i>Agonis flexuosa</i> | WA peppermint |
| <i>Callitris pressii</i> | Rottnest pine |
| <i>Casuarina equisetifolia</i> | Horsetail sheoak |
| <i>Lagunaria patersonia</i> | Norfolk Island hibiscus |
| <i>Metrosideros excelsa</i> | New Zealand Christmas tree |
| <i>Olea europea</i> | Olive |
| <i>Sapium sebiferum</i> | Chinese tallow |
| <i>Ulmus parvifolia</i> | Chinese elm |

Choosing the right selection of trees, shrubs and groundcovers is a most important design consideration in the marina environment of The Wharf.

The sandy alkaline soils of Mindarie are ideal for growing native plants as well as many plants from other areas. The soils are free draining and do not hold water and nutrients for long, therefore, softer exotic species will require considerable soil preparation to survive.

When selecting plants consideration needs to be given to the mature size of the plants, shape, spread, fruit, flowers, foliage and ease of maintenance.

Signed: _____

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Dated: _____

- Face brick for a special feature element:
(eg. a tower, column or bay window)
'Character' bricks shall be permitted. (For example Midland Brick Company Handmade Sandstock - Caversham, or a similar appearance and high quality brick)
- Clay 'limestone style' face brick:
Manufacturer: Midland Brick, or similar
Type: Centenary Limestone

Manufacturer: Metro Brick, or similar
Type: Geographe Limestone preferably with a bagged finish

2. Roof finish

- Metal:
Manufacturer: BHP Steel "Lysaght", or similar
Profile: Custom orb
Colours: Colorbond XRW Steel
 - > Surfmist
 - > Shale Grey
 - > Classic Cream
 - > Paperbark
 - > Dune
- Flat shingle style tile:
Manufacturer: CSR Monier Wunderlich, or similar
Profile: Cambridge or Georgian
Colour: Arctic Grey

Manufacturer: BGC, or similar
Profile: Manor Shingles
Colour: Dusk
- Gutters:
Manufacturer: BHP Steel "Lysaght", or similar
Profile: OG or Miscellaneous WA (quarter round, half round, quad)
Colours: As for metal roof finish colours, including Woodland Grey and Windspray

3. Door/window frames

For any door and window that faces and is visible from the primary and secondary streets.

- Metal:
Profile: Vertical proportion frame only. Window opening lights shall be operable by hinges or sash.
Colours: Dulux powder coated finish, or similar. All colours are permitted except in the red and yellow ranges.
- Natural timber:
Profile: Vertical proportion frame only. Window opening lights shall be operable by hinges or sash.
Colours: As for painted brick or blockwork colours, or a clear stain.

4. Timber/Steel trims (balustrades, pergolas, fascia boards etc)

Colours for metal: Dulux powder coated range, or similar. All colours are permitted except in the red and yellow ranges.

Colours for timber: As for painted brick or blockwork colours, or a clear stain.

Signed: _____

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Dated: _____

- i) **Site coverage**
Lots of under 350m² are permitted 70% site coverage. Lots of 350m² or more are permitted 60% site coverage (refer Appendix 2: Table 1 of the Detailed Area Plan No.1). For detailed information on each Lot refer Appendix 3: Table of Site Guidelines for each Lot.
- j) **Private open space**
All dwellings must have a ground level private open space from a habitable room (other than a bedroom) with a minimum dimension of 4m, and a minimum area of 24m². The private open space provision may be a roof terrace or deck over a rear laneway garage at a lower ground level.
- k) **Privacy**
Lot owners should ensure their dwellings are designed for acoustic and visual privacy. Noise transmission can be minimised through careful planning of the dwelling on the site, and use of appropriate materials and construction. To avoid overlooking of neighbouring lots, windows at the second storey should be appropriately designed and located.
- l) **Materials and colours**
Lot owners who select any newly introduced building products, or other products that are similar to or match the manufacturers, materials and colours listed below must submit specifications to The Wharf Design Committee for approval.

Lot owners are advised that all building products selected should be durable and constructed in accordance with any technical requirements for coastal conditions.

1. Wall finish (including any wall on the nil lot line condition)

- Painted brick or blockwork:
Manufacturer: Solver Duraguard (low sheen) 100% acrylic exterior paint, or similar.
Colours:

Yellow hue

- > Brolga
- > Soft Slipper
- > Coorong Sands
- > Wiluna
- > Sandbelt
- > Rich Apricot

Neutral hue

- > Off White
- > Stone White
- > Soft Skin
- > Blanche Water
- > Lace Cream
- > Bumblebee
- > Tempest

Green hue

- > Cottonseed
- > Reedbed
- > Mountain Ash
- > Weathered Cedar
- > Seal Grey
- > Campaspe
- > Mountain High

Blue hue

- > Belair
- > Alaska
- > Oriental Blue
- > Rhino
- > Indian Ocean
- > Atlantic

- Render, bagged, or textured finish brickwork:
Colours: As for painted brick or blockwork colours
- Natural timber boards:
Colours: As for painted brick or blockwork colours, or a clear stain
- Weatherboard:
Manufacturer: James Hardie – Primeline Newport 170mm wide profile, or similar.
Colours: As for painted brick or blockwork colours
- Natural dressed limestone
- Rammed earth or rammed limestone

Signed: _____

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Dated: _____

- iii. The rear laneway fence, including any truncation for a corner Lot, shall be a maximum nominal height of 1.8m. The fence shall be constructed in materials and colours selected from The Wharf Design Guidelines materials and colours palette to match and complement the dwelling. At least 25% of the fence shall be visually permeable to aid surveillance of the rear laneway. (Refer Figure 5 below)

The post box for Lots 357 to 361 shall be located on the rear laneway fence. The house number for Lots 357 to 361 shall be clearly displayed at both the front of the dwelling and to the rear adjacent to the post box.

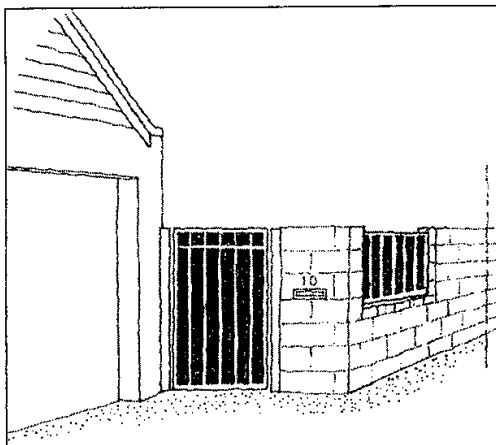


Figure 5: Example of a visually permeable rear lane fence (the post box and a house number are located at the rear of this Lot)

- iv. The side boundary fence that faces the rear laneway and that is forward of the front building line shall match the design of the front boundary fence at The Wharf.

The side boundary fence that faces the rear laneway and that is behind the front building line shall be a maximum nominal height (i.e. excluding any retaining wall on which the fence is constructed) of 1.8m. The fence shall be constructed in materials and colours selected from The Wharf Design Guidelines materials and colours palette to match and complement the dwelling.

- v. The side boundary fence on a corner lot that faces the secondary street shall match the front boundary fence provided by Mirvac Fini for at least 50% of the secondary street frontage commencing from the primary street. A solid limestone fence of a maximum nominal height (i.e. excluding any retaining wall on which the fence is constructed) of 1.8m is permitted thereafter.

The dimensions and positions of all proposed minor retaining walls must be provided to Mirvac Fini and to the City of Wanneroo with the application for a Building Licence. Any new retaining walls are to be constructed in the same materials and colours as the existing retaining walls built by Mirvac Fini. Copies of the engineering criteria for the existing retaining walls can be obtained from Mirvac Fini or the City of Wanneroo.

No retaining wall or fence installed by Mirvac Fini can be altered without first obtaining approval from Mirvac Fini.

Signed: _____

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Dated: _____

- f) **Façade**
The front of the building facing the street shall include a focal point such as a porch, colonnade, verandah, balcony, awning, pergola, tower or a combination to provide visual interest to the neighbourhood. To enliven the street, the building's façade must include diversity within the choices of material, colour or texture [refer section (I)].
- g) **Roof**
The principle roof visible from the street must be at a pitch of at least 27 degrees (maximum of 45 degrees) with overhanging eaves of at least 450mm width (except for a wall on a nil lot line condition). BHP Steel recommends that eaves in coastal locations be lined.
An ancillary roof (eg. a separate verandah roof) may be at a pitch of at least 18 degrees. The use of the roof space for rooms is encouraged, particularly for single storey development.
- h) **Fences**

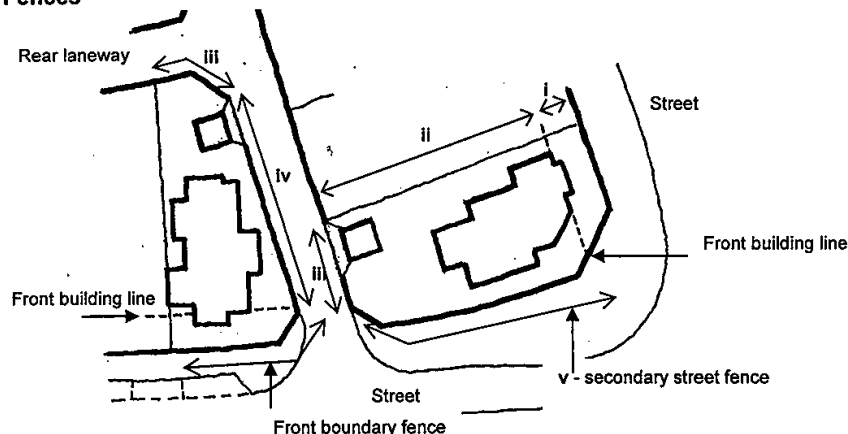


Figure 3: Fence location diagram (refer to the text below for details on fences i to v)

- i. The side dividing fence forward of the front building line shall be in solid limestone and at a nominal height (i.e. excluding any retaining wall on which the fence is constructed) of 900mm. The side dividing fence forward of the front building line shall terminate at a limestone pier at a nominal height (i.e. excluding any retaining wall on which the fence is constructed) of 1.8m to enable a satisfactory connection to any remaining side dividing fence behind the front building line (refer Figure 4 below).
- ii. The side dividing fence behind the front building line shall be at a maximum nominal height (i.e. excluding any retaining wall on which the fence is constructed) of 1.8m (refer Figure 4 below). The fence shall be constructed in materials and colours selected from The Wharf Design Guidelines materials and colours palette to match and complement the dwelling. Fibrous cement (i.e. Supersix), corrugated metal sheeting (i.e. Colorbond), and timber pinelap is not permitted.

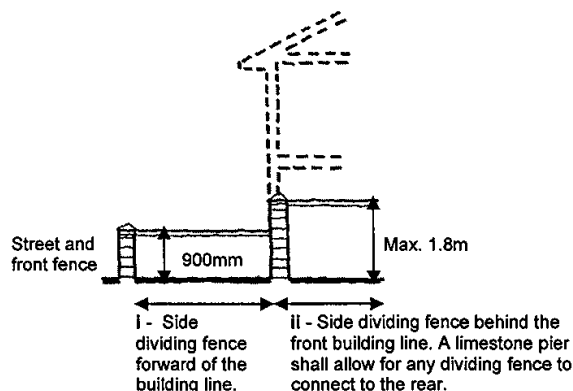


Figure 4: Side dividing fence (details for fences i and ii)

Signed:
Dated:

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b) Environmental response

Lot owners must comply with the statutory provisions of the Building Code of Australia (BCA). Changes to be introduced in July 2003 to the BCA will mean that careful attention must be given to ensuring that the shape and layout of the dwelling makes it more energy efficient and suited to the climatic conditions of Perth.

- Lot owners are encouraged to incorporate best practice passive solar design in the dwelling layout, such as natural ventilation by maximising breezes through the house. Ancillary elements such as pergolas and vegetation, particularly deciduous trees, provide shade to the western and northern building facades during summer months.
- Lot owners are encouraged to install energy efficient and water saving devices. Rainwater from roofs may be collected in tanks and used for example, on gardens. Lot owners are encouraged to plan 'water wise' gardens and to minimise large areas of lawn.

c) Building use and scale

For The Wharf Stage 1, a single dwelling only shall be permitted on each Lot.

For Swansea Promenade, the main entry into The Wharf, predominantly two storey dwellings must be built on Lots 301 to 313, 342 to 347, 357, 371 and 404 to ensure a harmonious scale and consistent street enclosure. Dwellings on these lots shall have sheet metal roofs and predominantly colour rendered walls *[refer to section (l)]*.

d) Streetscape

Dwellings shall face the street and any public open space (POS). The windows and doors of living areas shall be orientated to the street.

e) Gateway dwelling

Buildings on Lots 309, 313, 357, 361, 367, 371, 374, 378 and 394 shall be gateway dwellings. The dwellings on these Lots will be on prominent corners, and will help, therefore to enhance the design character for The Wharf.

The gateway dwelling shall address both streets and identify the corner through the use of a feature element such as a distinct roof form, a tower or wall feature, or a corner bay window *(refer Figure 2 below)*.

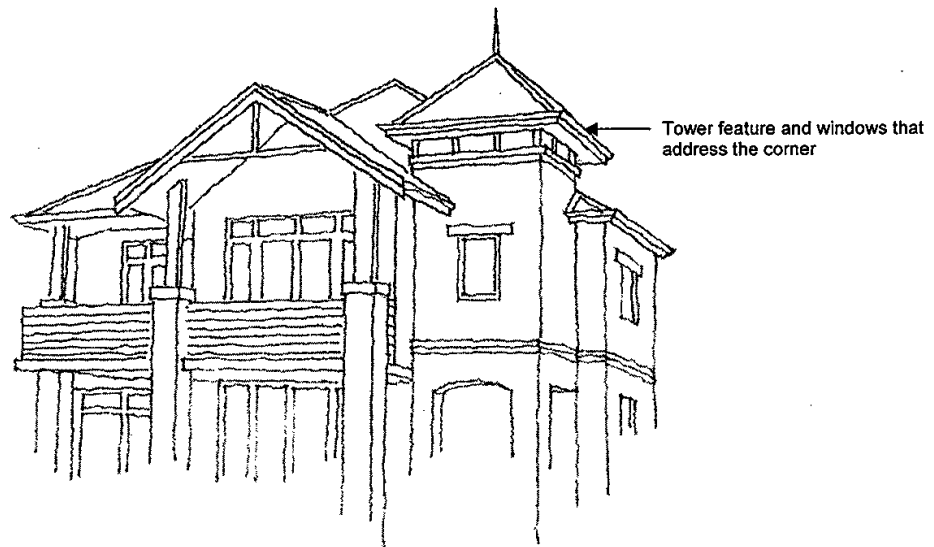
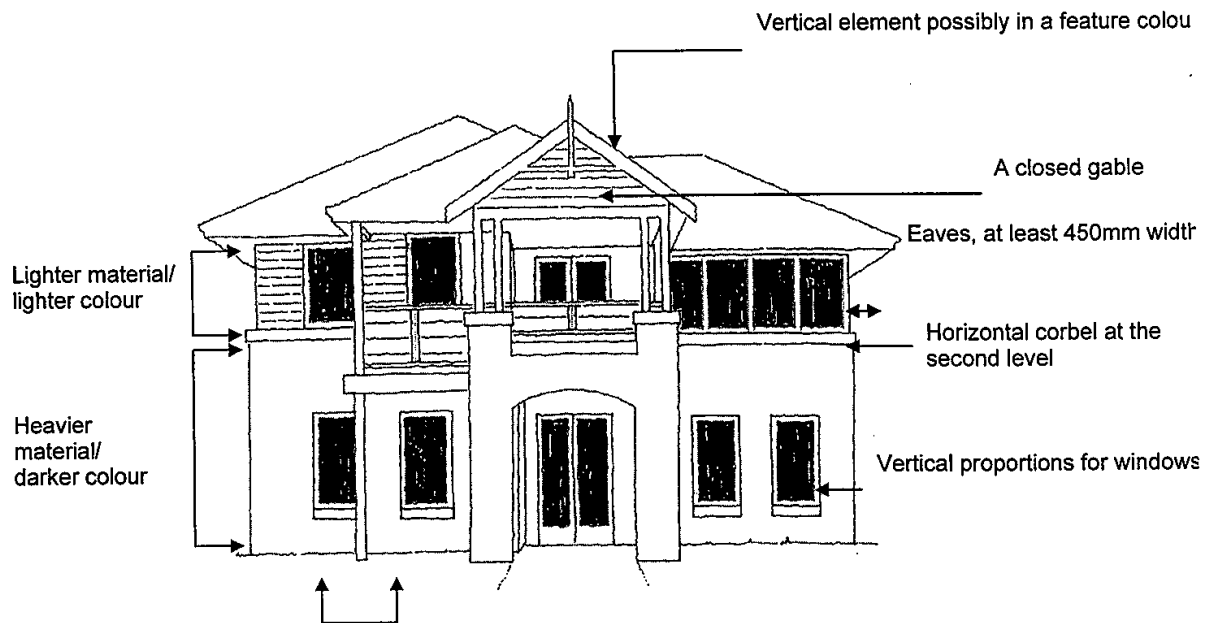


Figure 2: Example of a 'Gateway Dwelling'

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Upper level feature - length is equal to or more than one third of the width of the elevation
1.5m depth

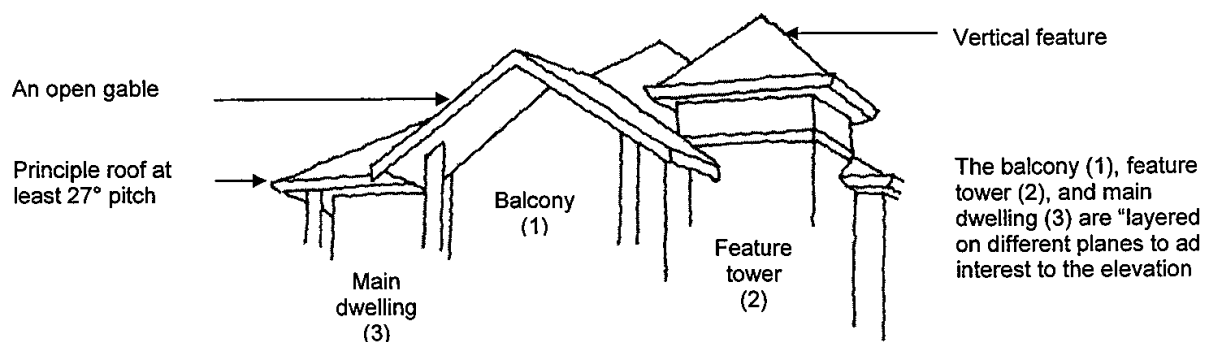
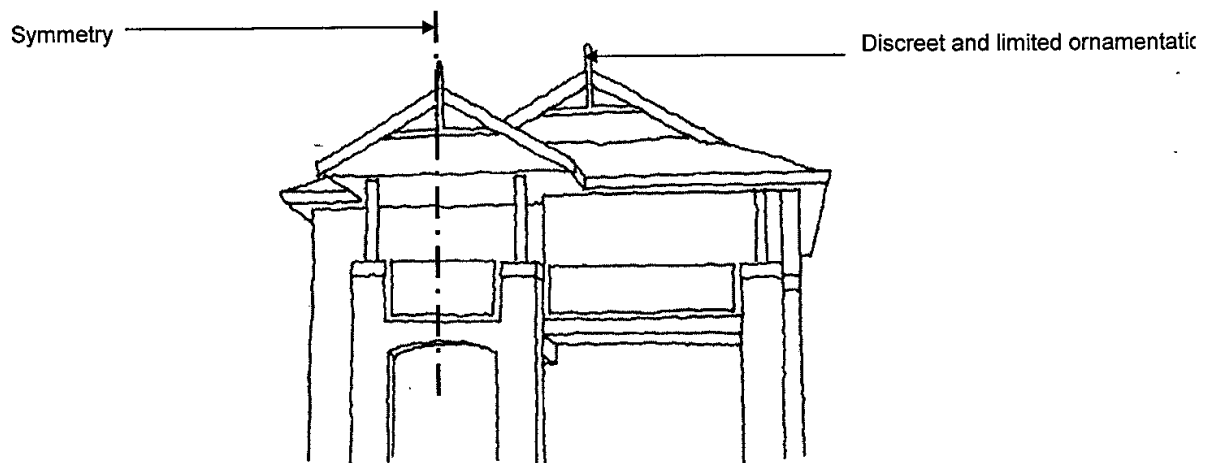


Figure 1: Typical 'Coastal Village' building elements

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5 DOCUMENTATION

For Steps Two and Three, the minimum design or construction drawings to be submitted shall be two copies of the following:

1. Site plan (showing levels, dimensions, garage location etc)
2. Floor plans of each level, and one section showing any changes in level
3. Coloured elevations

The drawings and specifications must be in sufficient detail to describe the design and technical elements, and materials and colour palette. All drawings shall be at a minimum 1:100 scale and shall include a north point, bar scale, and full annotation. The Wharf Design Committee may request any additional information or clarification to support the application.

For Step Four, the applicant shall contact the City of Wanneroo for the requirements for a Building Licence application. The application must include one endorsed copy of the plans approved by The Wharf Design Committee, the assessment table and approval letter.

COASTAL VILLAGE CHARACTER

The vision for The Wharf is to create a memorable neighbourhood that reflects its unique marine surroundings and has an urban character that contributes to a relaxed village lifestyle. The elements detailed below will ensure a high quality living environment incorporating design principles that are conducive to maintaining a seaside feel throughout the development. In general, the elements are: architecture; individual buildings and their relationship to the street; materials and colours; and landscape.

BUILT FORM ELEMENTS

For The Wharf, controls and recommendations will define and guide the following:

- built form (articulation of the elevation, roof, walls, openings, ancillary items, private outdoor space provision and its location)
- street enclosure (scale, setbacks, height, levels, retaining walls, vehicular access and location of garages, and the design of fences)
- building appearance (palette of materials and colours)
- front garden design (list of recommended plant species for a marina environment).

a) 'Coastal Village' architectural character

The desired built form and architectural character for The Wharf shall have a distinct 'Coastal Village' identity. The visual language shall evoke a strong affinity to the architecture of waterside communities. The characteristics of a 'Coastal Village' dwelling include (*refer Figure 1 overleaf*):

- Symmetry and 'layering' as a composition tool for the elevation.
- Simple pitched roof with continuous wide eaves of at least 450mm width (except for a wall on a nil lot line condition), and no more than one ancillary roof to the visible street frontage.
- Ancillary roof that may be at a lower pitch.
- A tower or other type of vertical element, possibly in a feature colour or material.
- An open or closed gable.
- A substantial balcony, verandah or gallery (a length equal to or more than 1/3 of the width of the façade, and a minimum depth of 1.5m) to the visible street elevation.
- A balcony at the second level, with shutters or louvres either side.
- Balcony balustrades that consist of trellis, stainless steel wire, painted metal or timber.
- Vertically proportioned doors and windows with feature sills, shutters or louvres either side. Curved and highly reflective window glass is unacceptable.
- Expression of building height through the use of a horizontal corbel at the second level (in line with the upper storey window sills, top of balcony balustrade, etc), and use of a different material or colour to emphasise height.
- Minimum use of two colours and/or materials.
- A 'heavier' material/darker colour to create a base, with a 'lighter' material/lighter colour at the second level.
- Discreet and limited ornamentation. Pre-cast scrolls, ornate mouldings, contrasting keystones, quoins, and wide round 'classical' columns are unacceptable.

[Refer to Appendix 5: Glossary of Architectural Terms]

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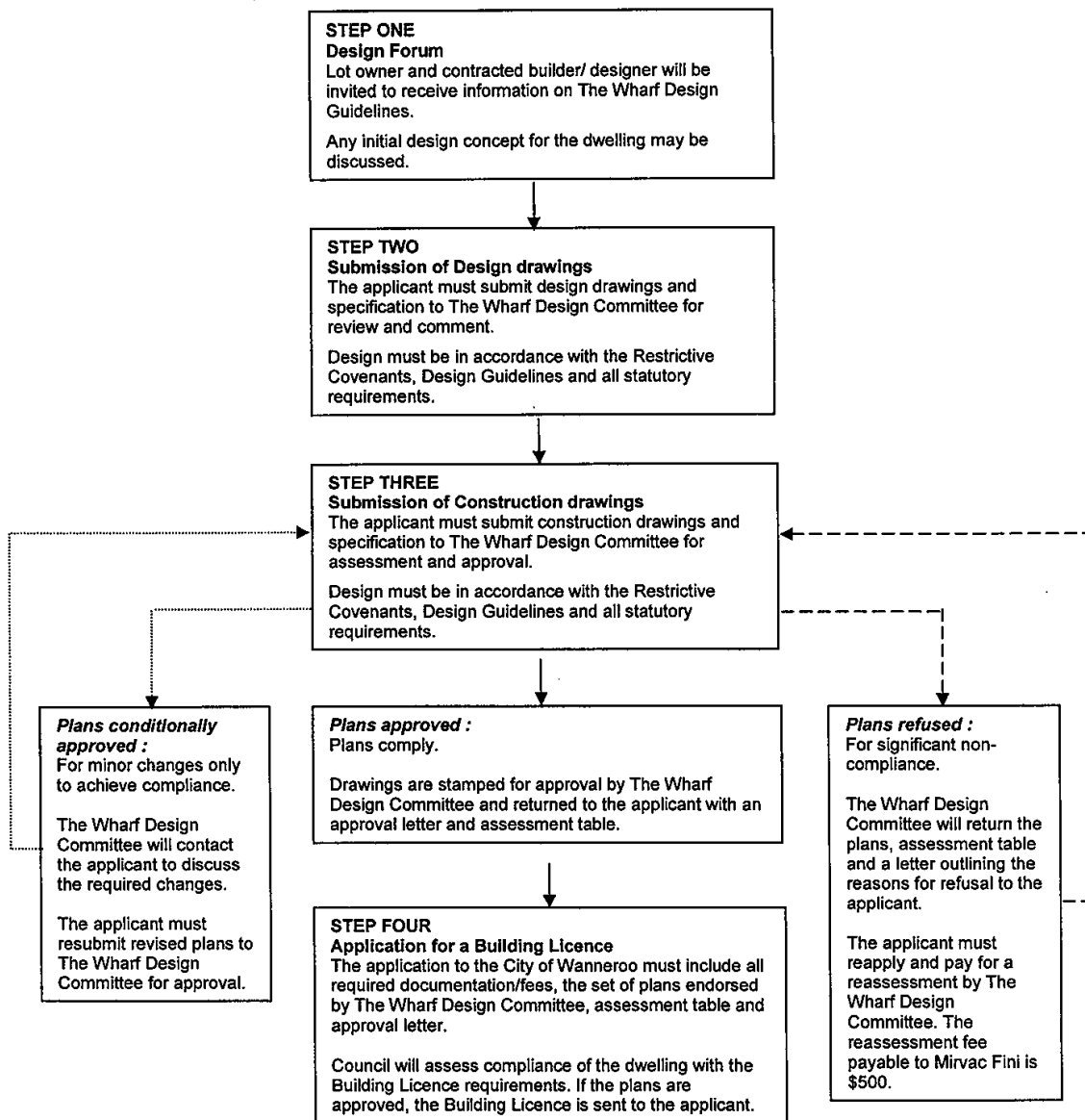
Mirvac Fini has built The Wharf to a high quality of design; therefore to maintain the standard already set, it is vital that the amenity of other residents is preserved while a Lot owner's home is being constructed.

Access to a lot for building construction purposes shall be from the rear lane where retaining walls and fences have been built at the front boundary and any secondary boundary. During construction, the Lot owner shall ensure that their builder is responsible for the storage and regular removal of any waste generated from the Lot.

4 BUILDING APPROVAL PROCESS

The Lot owner must first obtain building approval from The Wharf Design Committee for all design and construction drawings and specifications (eg. for the main residence, ancillary elements and fences) prior to the lodgement of a Building Licence application with the City of Wanneroo. The Wharf Design Committee will guide the initial design development of every dwelling within their contract of sale conditions.

The four steps in the building approval process are:



Note that any improvements to the Lot that infringe the Restrictive Covenants, Design Guidelines and statutory requirements must be removed or rectified at the Lot owners expense upon notification.

Signed: _____

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INTRODUCTION

As noted in the contract of sale for a Lot at The Wharf, these Design Guidelines and the pertinent Restrictive Covenants must be met prior to the issue of a Building Licence by the City of Wanneroo.

These Design Guidelines provide supportive background information to the Restrictive Covenants, and set the 'performance standard' for The Wharf in terms of the construction and maintenance of homes, best practice residential urban design, and a high quality environmental response to the unique marina context.

Residential lot development at The Wharf has been carefully planned to harmonise with site conditions. Particular features of development at The Wharf are:

- a range of lot types with opportunities for water views
- quality public streetscapes to ensure attractive public areas
- lot designs that allow winter solar access
- provision of accessible parkland
- a legible estate layout that supports public and private safety and security.

GENERAL

The following points outline the objectives of the Design Guidelines, recommendations for consultation with your new neighbours to ensure a smooth process during the building of your home, the documentation that you will need to prepare, and the process you will need to undertake to have your building plans approved. The steps are clearly outlined and have been designed to achieve the results you want within a minimum timeframe and at the least cost to you.

1 AREA COVERED BY THE DESIGN GUIDELINES

These Design Guidelines have been carefully developed to create an estate that exists in harmony with the unique coastal environment of Mindarie. These guidelines apply to all the residential lots within the Detailed Area Plan (*refer Appendix 1: Detailed Area Plan No. 1*). Where discrepancies may occur, the terms and concepts presented in the Design Guidelines shall be as interpreted by The Wharf Design Committee (nominated by the Estate Manager, Mirvac Fini).

The Design Guidelines must be read in conjunction with, and comply with, the Local Structure Plan (Mindarie Keys Harbourside Village), the Residential Design Codes of WA, and the City of Wanneroo's Town Planning Scheme No.2. The Wharf Design Guidelines must also be read in conjunction with, and comply with, The Wharf Restrictive Covenants.

2 PURPOSE OF THE DESIGN GUIDELINES

The purpose of this document is to prescribe a set of comprehensive building design guidelines to promote the creation of appropriate design solutions for development at The Wharf.

The Design Guidelines seek to provide protection for the Lot owner's interest and investment, and to further enhance a 'Coastal Village' housing style and streetscape that will be promoted at The Wharf.

Specifically, this document encourages:

- Development that has regard for the amenity of adjacent lots and surrounding public areas
- A strong sense of architectural character that is harmonious and reflects the marina setting
- Residential development that is energy efficient.

3 CONSIDERATION OF NEIGHBOURS DURING DESIGN AND CONSTRUCTION

Lot owners are encouraged to contact and consult with immediate neighbours during the design stage to ensure that each property is designed with due consideration for its neighbours.

Signed: _____

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Dated: _____

CONTENTS

INTRODUCTION

GENERAL

- 1 AREA COVERED BY THE DESIGN GUIDELINES
- 2 PURPOSE OF THE DESIGN GUIDELINES
- 3 CONSIDERATION OF NEIGHBOURS DURING DESIGN AND CONSTRUCTION
- 4 BUILDING APPROVAL PROCESS
- 5 DOCUMENTATION

COASTAL VILLAGE CHARACTER

Built form elements:

- a) 'Coastal Village' architectural character
- b) Environmental response
- c) Building use and scale
- d) Streetscape
- e) Gateway dwelling
- f) Façade
- g) Roof
- h) Fences
- i) Site coverage
- j) Private open space
- k) Privacy
- l) Materials and colours
- m) Front garden landscape

SITE PLANNING

- 1 **Setbacks:**
 - a) Side setback on Lots more than 10m wide
 - b) Side setback on Lots 10m wide or less
 - c) Front
 - d) Rear
 - e) Corner lots
- 2 **Heights and ground level:**
 - a) Height
 - b) Ground level
- 3 **Garages and access**

SERVICES

- 1 PLANT AND SERVICE AREAS
- 2 REAR LANEWAY SERVICES AND LANDSCAPE
- 3 STORMWATER
- 4 RUBBISH BIN STORAGE
- 5 STORAGE AREA

APPENDICES

- 1 DETAILED AREA PLAN NO.1
- 2 TABLE 1 OF THE DETAILED AREA PLAN NO.1
- 3 TABLE OF SITE GUIDELINES FOR EACH LOT
- 4 TYPICAL BUILDING ENVELOPES
- 5 GLOSSARY OF ARCHITECTURAL TERMS

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ANNEXURE “B”

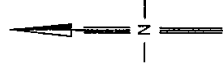
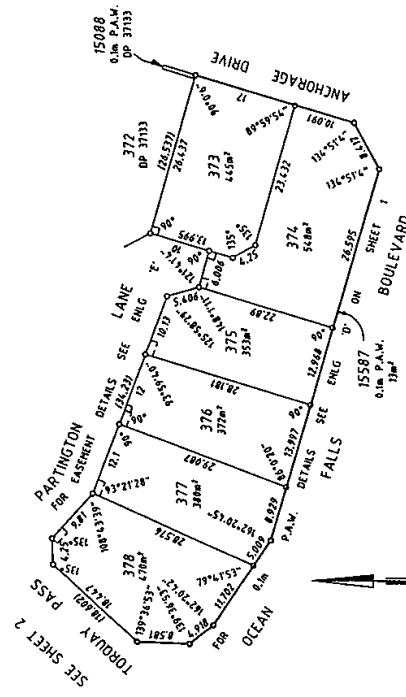
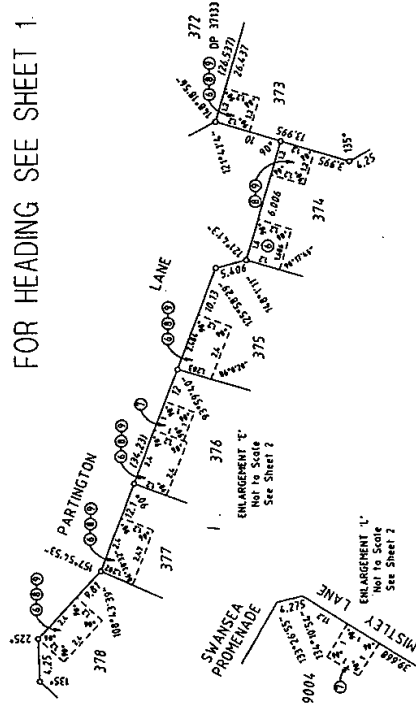
THE WHARF

AT MINDARIE KEYS

DESIGN GUIDELINES

May 2003

FOR HEADING SEE SHEET 1



SCALE 1:500
ALL DISTANCES ARE IN METRES

SURVEY CARRIED OUT UNDER REG 26A
SPECIAL SURVEY AREA GUIDELINES
ALL BOUNDARY / CORNER SURVEY MARKS
SHOWN ON THIS SHEET ARE INDICATIVE ONLY.
USE ONLY THE POSITION AND TYPE OF SURVEY
MARKS PLACED PERTAINING TO THIS PLAN.

INTERESTS AND NOTIFICATIONS

| SUBJECT | PURPOSE | STATUTORY REFERENCE | ORIGIN | LAND BURDENED | BENEFIT TO | COMMENTS |
|---------------------------|------------------------------|--|-----------------|--|----------------------------------|----------|
| ① | EASEMENT (Sewerage) | SEC 27A, REG 6, T.P. & DACT | THIS PLAN | LOTS 344-347, 352-356, 373-378, 384-394, 398-403 | WATER CORPORATION | |
| ② | EASEMENT (Aboveground Power) | SEC 27A, REG 7, T.P. & DACT | THIS PLAN | LOTS 344, 355, 374, 385, 389, 391, 904 | WESTERN POWER CORPORATION | |
| ③ | EASEMENT (Underground Power) | SEC 27A, REG 8, T.P. & DACT | THIS PLAN | LOTS 344-347, 352-356, 373-378, 384-394, 398-403 | WESTERN POWER CORPORATION | |
| ④ | EASEMENT (Gas) | SEC 27A, REG 9, T.P. & DACT | THIS PLAN | LOTS 344-347, 352-356, 373-378, 384-394, 398-403 | ALBERTA GAS CORPORATION | |
| | RESTRICTIVE COVENANT | SEC 13AD OF THE T.L.A | THIS PLAN & DOG | ALL LOTS EXCEPT 904, 15587-15589 | ALL LOTS EXCEPT 904, 15587-15589 | |
| LOTS 15587, 15588 & 15589 | P.A.W. | TO VEST IN CROWN UNDER SEC 20A OF THE T.P. & D ACT | THIS PLAN | LOTS 344-347, 352-356, 373-378, 384-394, 398-403 | WATER CORPORATION | |
| | MEMORIAL | SEC 67B OF THE WATER AGENCIES POWER ACT 1984 | THIS PLAN | LOTS 344-347, 352-356, 373-378, 384-394, 398-403 | WATER CORPORATION | |

SCALE: 1 : 500

ALL DISTANCES ARE IN METRES

APPROVED BY

WESTERN AUSTRALIAN

LAND INFORMATION COMMISSION

FILE

119707

DATE

11/07/07

Department of

Land Information

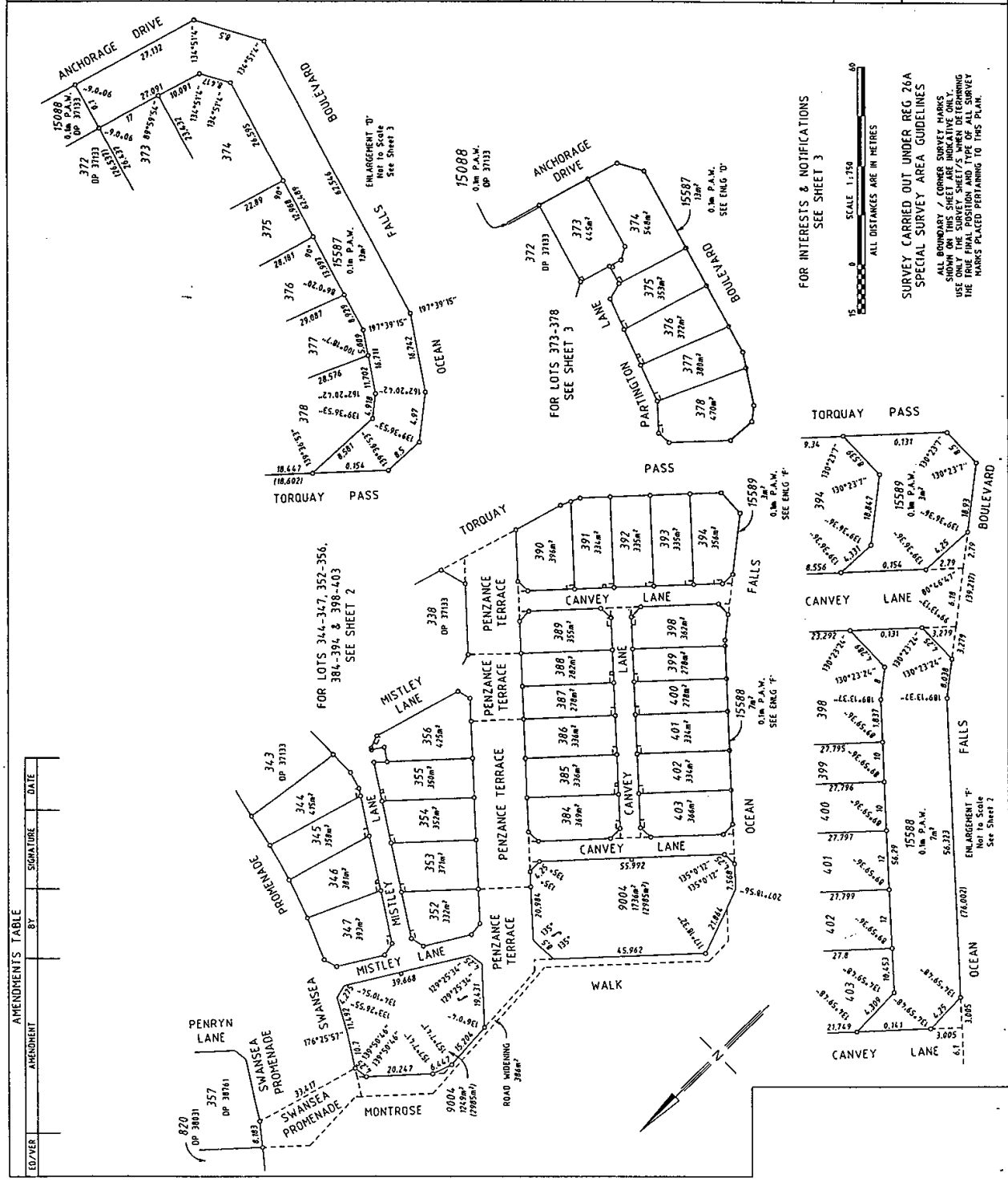
DEPOSITED PLAN

40524

SHEET 3 OF 3 SHEETS

EDITION 1

VERSION 1



ANNEXURE "A"

"Specified Encumbrances" means:

- (a) Except and Reserving Metals, Minerals, Gems and Mineral Oil specified in Transfer 7033/1940;
- (b) Mortgage G147206 to the Bank of Western Australia Ltd;
- (c) Mortgage H835369 to Mirvac Fini (WA) Pty Ltd; and
- (d) Easements Burden Created under section 27A of the T. P & D Act – See Deposited Plan 37133.

1.2 Interpretation

In this document unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations;
- (d) references to a party hereto or to any other person include the legal personal representatives, successors and permitted assigns of that party or person;
- (e) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (f) any obligation incurred by two or more parties shall bind them jointly and severally and an obligation incurred in favour of two or more parties shall be enforceable by them jointly and severally; and
- (g) headings shall be ignored in construing this document.

2. RESTRICTIVE COVENANTS


Each of the Lots is to be encumbered by the Restrictive Covenants. The burden of the Restrictive Covenants shall run with each of the Lots for the benefit of each and every other of the Lots and the Restrictive Covenants shall be enforceable against the registered proprietor of each of the Lots by the Developer and every subsequent registered proprietor of every other of the Lots.

3. TERM OF RESTRICTIVE COVENANTS

The Restrictive Covenants shall expire and cease to have effect from and including 30 June 2020

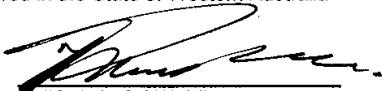
EXECUTED AS A DEED:

Executed for and on behalf of Fini Group Pty Ltd (ACN 062 720 601), Landrow Ltd (ACN 009 285 287), Crosscut Pty Ltd (ACN 062 078 844), Sanctus Nominees Pty Ltd (ACN 008 722 165), Schaffer Properties Pty Ltd (ACN 008 722 165), Chalet Nominees Pty Ltd (ACN 008 800 833), The Sports Café Australia Pty Ltd (ACN 057 245 379) and Mannwest Group Pty Ltd (ACN 008 729 575) by its duly appointed Attorneys pursuant to Power of Attorney No. 1189780 registered in the State of Western Australia


ATTORNEY SIGNATURE

DARREN JOHN COOPER

ATTORNEY PRINT NAME


ATTORNEY SIGNATURE

TERENCE JOHN PRINDIVILLE

ATTORNEY PRINT NAME

In the Presence of: 

Witness Name: ADAM CALGINIARI

Witness Address: 5 KINGSMILL GROS WINTHROP

Witness Occupation: ASSISTANT DEVELOPMENT MANAGER

BLANK INSTRUMENT FORM**RESTRICTIVE COVENANT**

(Note 1)

BY:

Finis Group Pty Ltd (ACN 062 720 601), Landrow Ltd (ACN 009 285 287), Crosscut Pty Ltd (ACN 062 078 844), Sanctus Nominees Pty Ltd (ACN 008 722 165), Schaffer Properties Pty Ltd (ACN 008 722 165), Chalet Nominees Pty Ltd (ACN 008 800 833), The Sports Café Australia Pty Ltd (ACN 057 245 379) and Mannwest Group Pty Ltd (ACN 008 729 575) all care of the Finis Group of Companies, 2nd Floor, 1002 Hay Street, ("Developer")

RECITALS

- A. The Developer is registered as the proprietor of the Land.
- B. The Land is subject to the Specified Encumbrances but otherwise free of all encumbrances.
- C. Where applicable, the parties who hold the Specified Encumbrances have consented to the terms of this Deed.
- D. The Developer intends to subdivide the Land in the manner shown on the Plan and has obtained the approval of the Commission to such subdivision.
- E. In accordance with section 136D of the Act the Developer requires the Lots to be encumbered by the Restrictive Covenants so that the Restrictive Covenants will be noted on the Plan and when separate certificates of title issue for the Lots the burden of the Restrictive Covenants will be noted on each such certificate of title.

REG: 66 012 372 627
ACN 062 078 844 STAMP DUTY
DATE: 16/04/04 15:00 0021032-7-001
TEL: * 8888888888888888

OPERATIVE PART**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Deed the following words and expressions shall have the following meanings:

"Act" means the Transfer of Land Act 1893 as amended;

"Commission" means the Western Australian Planning Commission;

"Harbourside Village Structure Plan" means the Local Structure Plan, Mindarie Keys Harbourside, a copy of which is annexed to this Deed and marked with the Annexure "C", as amended from time to time;

"Land" means Lot 9003 on Deposited Plan 39554 and being the whole of the Land contained in Certificate of Title Volume 2559 Folio 136;

"Lots" means each of the Lots on the Plan excepting only Lots 15587, 15588, 15589 and 9004;

"Plan" means the Office of Titles Deposited Plan 40524 attached to this Deed as Annexure "A";

"Restrictive Covenants" means the restrictive covenants set out in the Schedule to this Deed;

"The Wharf Design Guidelines" means the "The Wharf" at Mindarie Keys, Design Guidelines, May 2003, a copy of which is attached to this Deed as Annexure "B", as amended from time to time;