



## Protective Covenants

### 1. Protective Covenants Relating to the Property

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

#### 1.1 LAND USE

The Buyer must not construct anything on the Property other than a House, shed, outbuilding or fence that complies with these protective covenants.

#### 1.2 HOUSE SIZE

Subject to the minimum open space requirements as set out in the Residential Design Codes, the Buyer must not construct a House on the Property unless the House complies with Local Development Plan in Annexure N.

#### 1.3 BUILDING MATERIALS

The Buyer must not construct a House on the Property unless:

- (a) all external walls (excluding windows) are constructed with bricks or masonry or limestone finished face work or painted render or rammed earth or such other materials as the Seller consents to in writing; and
- (b) the roof of the House is covered with tiles or Colorbond (zincalume is not permitted).

#### 1.4 PARKING

(a) The Buyer must not construct a House on the Property unless:

- (i) the House contains a garage that complies with the Local Development Plan in Annexure N;
- (ii) a driveway and a crossover between the road and the parking area on the Property are constructed and completed prior to occupation of the House;
- (iii) where the Property is capable of being subdivided further after Settlement, the House contains an enclosed garage making provision for parking of at least one motor vehicle, incorporated under the main roof of the House; and
- (iv) the driveway and crossover are constructed of paved materials using brick or block paving but not in situ concrete or grey slabs or such other materials that the Seller consents to in writing.

(b) The Buyer must not park or allow to be parked on the Property or on the road any Commercial Vehicle unless such Commercial Vehicle is screened behind the building line of the Property or being used during the normal course of business by a visiting tradesperson.

#### 1.5 SHEDS/OUTBUILDINGS

The Buyer must not construct or permit to be constructed or bring onto the Property any Outbuilding which exceeds 20m<sup>2</sup> in Floor Area or more than 2 metres in height above the natural surface level of the House or is visible from any public street or open space unless constructed in the same materials as the House or unless the written consent of the Seller has first been obtained.

#### 1.6 FENCING

The Buyer must not construct or permit to be constructed:

- (a) any fence forward of the building line unless such fence is constructed of permeable fencing no higher than 1.2 metres or painted rendered masonry, brick or limestone piers no higher than 1.2 metres in height;
- (b) any fence abutting a laneway (excluding fencing forward of the building line) unless such fencing is constructed to a maximum height of 1.8 metres with the lower 1.5 metre portion of such fence being constructed of either painted

rendered masonry, brick, limestone or proprietary brand Colorbond metal fencing in the colour 'Woodland Grey' (or, if that colour is discontinued by Colorbond, the Colorbond colour that most closely matches the colour 'Woodland Grey') and the upper 0.3 metre portion being constructed of visually permeable fencing;

- (c) any boundary fence abutting any public open space or public reserve or road reserve unless such fence is constructed of Colorbond metal fencing in the colour 'Woodland Grey' (or, if that colour is discontinued by Colorbond, the Colorbond colour that most closely matches the colour 'Woodland Grey'), limestone or the same brick as any brick on the property and is of a height of 1.8 metres;
- (d) any gate unless it is constructed of complimentary material to the fence; or
- (e) any retaining walls that are within public view unless they match both the materials and finish of other retaining walls within the Lakelands Estate that are within public view.

### 1.7 SUBMISSION OF PLANS FOR APPROVAL

The Buyer must not commence, carry out, erect, construct or alter any development on the Property without plans and specifications (including finishes schedules) being first submitted to and approved by the Seller and in compliance with any condition (consistent with these protective covenants) imposed by the Seller in giving the approval.

### 1.8 APPEARANCE

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

- (a) clothes hoists or satellites or storage facilities or solar panels which are visible from any public street or public open space or thoroughfare unless, in respect of solar panels only, they are required for solar catchment purposes; or
- (b) any solar hot water system unless:
  - (i) the solar hot water panels match the profile of the House; and
  - (ii) the storage facilities for that system are located so as not to be visible from any public street, public open space or thoroughfare.

### 1.9 CORNER LOTS

In relation to any lots that are located on a corner, the Buyer must not construct or permit to be constructed on the Property, a House unless it is designed to address both the Primary Street and the Secondary Street in accordance with the Local Development Plan in Annexure N.

### 1.10 TIME LIMIT

The above protective covenants shall expire and cease to have effect from and including 31 December 2033.

### 1.11 BUYER'S ACKNOWLEDGMENT

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

### 1.12 DEFINITIONS

In this annexure, unless the contrary intention appears:

- (a) "**Commercial Vehicle**" means any vehicle other than a passenger car licensed for private use, including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery.
- (b) "**Floor Area**" means the area between the internal walls of the House including any alfresco area located under the main roof of the House and the area of any garage.
- (c) "**House**" means a permanent non-transportable single residential dwelling.
- (d) "**Outbuilding**" means any building constructed on the Property other than a House, including but not limited to any detached garage, workshop, garden shed, or storage shed.

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- (e) **“Primary Street”** means, unless otherwise designated by the local government, the sole or principal public road that provides access to the major entry (front door) of the House.
- (f) **“Secondary Street”** means in relation to a corner lot, means the street that is not the Primary Street.



### Landscaping, Reticulation and Fencing Bonus Offers -

The Seller agrees to provide, at the Seller's expense landscaping, reticulation and fencing for the Property, as on the terms and conditions set out below in this Annexure C:

#### 1. Front Landscaping Bonus (Landscaping Bonus)

- 1.1. "Winter Green" or "Greenlees Park" instant roll on turf up to 70% to the front garden forward of the building line but within the Property boundaries.
- 1.2. "Winter Green" or "Greenlees Park" instant roll verge area between the public street boundary of the Property and the back of the road kerb or an alternative landscape treatment determined by the Seller, acting reasonably.
- 1.3. Black jungle mulch or similar to garden bed areas.
- 1.4. An irrigation system limited to service the front garden, and verge area forward of the building set back line, supplied from the mains water supply.
- 1.5. An assortment of shrubs.
- 1.6. At the election of the Buyer, either:
  - (a) grasstree and feature boulders; or
  - (b) mature plantings; or
  - (c) hard landscaping (non-structural),
 to be planted or inserted in the front garden forward of the building line but within the Property boundaries.

#### 2. Side and Rear Fencing Bonus (Fencing Bonus)

- 2.1. Supply and erect Colorbond fencing to the side and rear boundaries of the Property, except to areas forward of the building line or where the boundary abuts a public street or laneway or as required by the Protective Covenants contained in Annexure B to this Contract (**Fencing**).
- 2.2. The designated colour for the Fencing is to be 'Woodland Grey' or, if that colour is discontinued by Colorbond, the Colorbond colour that most closely matches the colour 'Woodland Grey'.

#### 3. Terms & Conditions

- 3.1 The Buyer acknowledges and agrees that:
  - (a) the Landscaping Bonus and the Fencing Bonus are:
    - (i) personal to the Buyer, and
    - (ii) provided to the Buyer as an inducement for entering into this Contract; and
  - (b) for the reasons specified in clause 3.1(a) of this Annexure C, the Landscaping Bonus and the Fencing Bonus will cease to be payable by the Seller if the Buyer transfers the Property to a third party prior to the due date for provision of the Landscaping Bonus and/or the Fencing Bonus.
- 3.2 The Landscaping Bonus and Fencing Bonus offers are subject to and conditional upon the Buyer:
  - (a) accepting that the extent and amount of the Landscaping Bonus and the Fencing Bonus shall be determined by the Seller, acting reasonably;
  - (b) accepting that the Landscaping Bonus and the Fencing Bonus is not redeemable for cash or any other product or service;
  - (c) completing construction of and occupying the house on the Property within 18 months from the Settlement Date or such longer timeframe agreed to by the Seller in writing (acting reasonably);
  - (d) not materially breaching any of the Protective Covenants as set out in Annexure B of this Contract;
  - (e) having received approval of the house plans and specifications from the Seller prior to commencement of construction of the house on the Property; and
  - (f) requesting commencement of the works the subject of the Landscaping Bonus and the Fencing Bonus, together with the Buyer's election under clause 1.6 of this Annexure C, within two months of an occupancy permit being issued in respect of the house constructed on the Property, which timeframe the Buyer acknowledges to be reasonable.

- 3.3 The Landscaping Bonus offer is also subject to and conditional upon the Buyer:
- (a) removing all rubbish and rubble and levelling the area to be grassed and reticulated in preparation for the landscaping works to commence;
  - (b) ensuring the final level of the soil is approximately 40mm (1.5 inches) below the top of that hard area, where the proposed turfed area meets the kerb, driveway or path;
  - (c) installing a 90mm PVC stormwater pipe beneath the driveway, offset 4m from the front of the carport/garage for Properties where vehicle access is not from a rear laneway, to assist in minimising disruption to paving which may otherwise occur during installation of the irrigation system;
  - (d) accepting that the Landscaping Bonus can only be used to landscape the front garden and street verge (for corner lots only) and cannot be exchanged for landscaping any other area;
  - (e) accepting the Landscaping Bonus is for a base landscaping and reticulation package and does not include any hard landscaping works (for example: paving, retaining walls or rockeries) other than as elected by the Buyer in accordance with clause 1.6 of this Annexure C;
  - (f) providing the Seller's landscaping contractor a copy of the Property site plan to assist with the landscape design consultation; and
  - (g) maintaining the verge areas in accordance with any policy of any Authority, including the City of Mandurah, regarding verge maintenance.
- 3.4 The Fencing Bonus offer is also subject to and conditional upon, the Buyer:
- (a) removing all rubbish and rubble and levelling the area to be fenced;
  - (b) ensuring that all survey pegs are in place; and
  - (c) obtaining the adjoining property owner's acceptance that the dividing fence will not necessarily be exactly on the boundary and in the case where there is retaining wall erected by the Seller on or near the boundary the dividing fence will be erected on the centreline of the retaining wall projected for the entire length of that boundary.



## Retaining Walls, Fences, Site Works & Site Conditions

### 1. Retaining Walls & Fences

- 1.1 The Seller must use its reasonable endeavours to ensure that all retaining walls, dividing walls and fences erected by the Seller on the Property are erected as close to the boundary line of the Property as is reasonably practicable.
- 1.2 The Buyer acknowledges and agrees that:
- (a) subject to clause 1.1 of this Annexure D, there may exist retaining walls, dividing walls and/or fences on the Property that may partly encroach onto the Property or onto Lots adjoining the Property and/or that the retaining walls, dividing walls and fences built on the Lot or Lots adjoining the Property may partly encroach onto the Property itself;
  - (b) The Seller gives no warranty that:
    - (i) a retaining wall affecting the Property is built wholly within the boundaries of the Property or wholly within the Lot or Lots adjoining the Property; or
    - (ii) all walls and fences purporting to be on the boundaries of the Property are in fact on the proper boundaries of the Property;
  - (c) subject to the Seller complying its obligations under clause 1.1 of this Annexure D, the Buyer will have no claim against the Seller or Seller Agent if:
    - (i) any retaining walls, dividing walls or fences are not on the boundary to the Property or encroach onto any adjoining Lot; or
    - (ii) the owner of any adjoining Lot claims to be entitled to any rights of adverse possession over any part of the Property by reason of the boundary walls or fences of the Property not being on the proper boundaries;
  - (d) subject to the Seller complying with its obligations under clause 1.1 of this Annexure D, the Seller will be under no obligation or liability to realign or pay for the cost of realigning any walls or fences purporting to be on the boundaries of the Property but which are not on those boundaries;
  - (e) subject to clause 1.1 of this Annexure D, any fencing that is constructed upon the retaining walls (if any) will be constructed on the centreline of the retaining wall projected for the entire length of the boundary and may not be positioned exactly on the boundaries of the Property.
- 1.3 The Buyer acknowledges and agrees that:
- (a) the Buyer must not make any claim against the Seller for any fencing costs or expenses where the Seller owns land adjoining the Property; and
  - (b) the Buyer may not ask the Seller to contribute to the cost of erecting, maintaining or repairing any dividing fence or other fence within the Estate (whether under the *Dividing Fences Act 1961* (WA) or otherwise) because the Purchase Price payable under this Contract has already been reduced by an amount assessed by the Seller to cover the Seller's estimated expenses in respect of contributions as adjoining proprietor to the costs of fencing to Property.
- 1.4 If there are any existing retaining walls, dividing walls or fences affecting the Property at the Contract Date or at Settlement, then the Buyer agrees with the Seller that:
- (a) the Buyer will not cause or allow the retaining walls, dividing walls or fences affecting the Property to be demolished, damaged, destabilised or interfered with without the prior written consent of the owner of the adjoining Lot affected by the retaining wall, dividing wall or fence; and
  - (b) the Buyer must at its cost keep the retaining walls, dividing walls or fences affecting the Property in good repair and condition at all times and must promptly at its cost repair any damage to the retaining walls, dividing walls or fences caused or contributed to by the Buyer or the other occupants of the Property.
- 1.5 Where the Property is a Lot which abuts land that is public open space or road reserve, the Buyer acknowledges that:
- (a) a wall or fence is or is to be constructed on the Property separating it from the public open space or road reserve (**Uniform Fencing**);
  - (b) the walls or fences separating the Property from the public open space or road reserve are situated and constructed wholly within the boundaries of the Property and not upon the common boundaries separating the Property from the public open

## ANNEXURE D

space or road reserve;

- (c) the total area of land available for construction of a dwelling on the Property is accordingly less than the total land area of the Property as shown on the Certificate of Title for the Property and/or as shown in any plan and in any sales brochure provided by the Seller relating to the sale of the Property; and
- (d) it is the responsibility of the Buyer to make its own enquiries and measurements prior to purchasing the Property to determine the extent of the land area of the Property available for the construction of dwellings.

1.6 The Buyer must:

- (a) not cause or allow any Uniform Fencing affecting the Property to be demolished, damaged, destabilised or interfered with without the prior written consent of the Seller; and
- (b) at its own cost, repair any damage to the Uniform Fencing which it causes in breach of clause 1.6(a) of this Annexure D.

1.7 The Buyer acknowledges and agrees that:

- (a) for all lots identified on the Lot Diagram in Annexure M as containing a retaining wall or walls within the boundaries of the Lot, the retaining wall(s) have been designed to accommodate the load from a single storey home with a 1 metre setback and a double storey home with a 1.5 metre setback;
- (b) if the Property is one of the lots with a nil set back as indicated on the Local Development Plan (approved by the City of Mandurah) applicable to the Property and the dwelling to be constructed on the Property is a single storey home, the Buyer may construct part of the single storey home on the retaining wall; and
- (c) if the Property is one of the lots with a nil set back as indicated on the Local Development Plan (approved by the City of Mandurah) applicable to the Property and the dwelling to be constructed on the Property is not a single storey home, the Buyer must not construct or permit to be constructed part of the home on the retaining wall unless the Buyer obtains prior written certification from a Structural Engineer that the retaining wall is capable of supporting that home. The Buyer must meet the cost of any modification to the retaining wall required to support the home.

1.8 The Buyer agrees to obtain independent advice from a Structural Engineer before:

- (a) any variation to the lot or retaining wall levels;
- (b) the construction of a swimming pool in any proximity to a retaining wall; and
- (c) installation of boundary fencing.

1.9 The Buyer acknowledges that the installation of 1.8m high metal fencing on top of the limestone retaining walls requires either:

- (a) 600mm x 600mm x 500mm concrete blocks installed to the rear of the walls for each fence post, attached to the wall via dowels, with posts at a spacing no greater than 2.5 metres, and embedded to a depth of at least 600mm in the wall, or
- (b) posts at a spacing no greater than 2.2 metres, central in a limestone block in the third course from the top of the wall, not within 1000mm of a control joint, embedded to a depth of at least 990mm in the wall, and epoxied into place using a non-shrink flowable grout.

1.10 The Buyer agrees with the Seller that boundary fences must only be installed by a reputable builder or fencing contractor in accordance with the Structural Engineer's specification.

## 2. Site Works

2.1 The Buyer acknowledges that the Seller will not provide any retaining walls in addition to those constructed or under construction by the Seller at the time of Settlement.

2.2 The Buyer acknowledges that the Property may require additional site works and/or retaining walls to accommodate a dwelling, boundary fencing and/or boundary walls (including those provided by the Seller and its contractors in accordance with Annexure C) and agrees with the Seller:

- (a) that all costs associated with any additional site works and/or retaining walls will be the Buyer's responsibility; and
- (b) that it must consult with its builder or contractor to determine the site levels, types and extent of footings or foundations required and additional retaining walls (if necessary), and all associated costs.

2.3 The Buyer agrees that stormwater disposal must be directed at least 3 metres away from building areas to minimise risk of localised settlement.

2.4 The Buyer must, at the Buyer's cost, ensure that the structural design of the buildings and associated structures on the Property (including, without limitation, retaining walls and swimming pools) is suitable for the site conditions applicable to the Property.

### 3. Site Conditions

3.1 The Buyer acknowledges that:

- (a) preliminary site investigations by the Seller's geotechnical engineer has indicated that the soil classification for the Property are likely to be Class 'A' - modified for Western Australian conditions, or Class 'A' – not modified for Western Australian conditions;
- (b) the final soil classifications for the Property cannot be determined by the Seller's geotechnical engineer until near the end of construction of the Lot, after the retaining walls have been constructed and backfilled, and may vary from the preliminary results advised above; and
- (c) the Seller gives no warranty as to and makes no representation regarding the final soil classification of the Property.

3.2 If the final soil classification is a Class 'A' Classification, the Buyer acknowledges that the slab and footings required for construction of a dwelling may need to meet the Structural Engineer's for the loading under a proposed single storey structure.

3.3 The Buyer must, at the Buyer's cost and prior to construction of a structure on the Property, have each proposed structure individually assessed by a Structural Engineer and a footing detail issued specifically for the Property.

3.4 The Buyer acknowledges that it should consult with its builder or contractor to determine if additional site works are required and the associated costs.

3.5 Except in the case of fraud or misrepresentation, the Buyer will have no right to terminate the Contract, delay or defer Settlement or claim compensation from the Seller have no claim against the Seller or the Seller Agent in relation to the soil classification for the Property and the potential additional costs as a result of that soil classification.

### 4. No Claim

4.1 The Buyer acknowledges and agrees that the Buyer will not be entitled to:

- (a) terminate this Contract;
- (b) claim any compensation, damages or reduction in the Purchase Price against the Seller;
- (c) delay Settlement; or
- (d) exercise any other rights or remedies whatsoever against the Seller,

on account of:

- (e) the matters set out in this Annexure D;
- (f) without limiting clause 4.1(e) of this Annexure D but subject to the Seller complying with its obligations under clause 1.1 of this Annexure D, the retaining walls, dividing walls and fences of the Property not being on the proper boundaries of the Property;
- (g) without limiting clause 4.1(e) of this Annexure D, any owners of adjoining land having rights of adverse possession over part of the Property;
- (h) the soil classification for the Property and the potential additional costs as a result of that soil classification; or
- (i) the impact any of the matters in this Annexure D may have on the Buyer's proposed use and development of the Property, or the costs associated that that proposed use or development.

4.2 The clauses in this Annexure D apply notwithstanding any provision to the contrary in this Contract and, in the event of any inconsistency with any other provisions of this Contract, the clauses in this Annexure D will prevail to the extent of that inconsistency.

### 5. Definitions

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



### **Advice to Buyers Purchasing Lots “Off The Plan”**

The Buyer acknowledges that the Buyer is signing a Contract for the purchase of what is described in this Contract as 'the Property'. Currently, the Property is not yet a separate Lot with its own certificate of title. However, the Seller has received conditional approval from the Planning Commission to the subdivision required to create the Property as a separate Lot.

Also, the physical construction of the Property as a separate Lot may not yet be complete and may not be complete at Settlement. For example: all retaining walls and roads may not be completed and drainage, water supply and sewerage may not yet be reticulated to the Property.

**The Buyer acknowledges that:**

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

**Issue of the separate Certificate of Title – Timing**

The Seller or the Seller Agent may have given the Buyer an estimate of the likely or possible time it will take for the separate certificate of title to issue to the Property.

The Buyer acknowledges that any date which the Buyer has been advised as being the date by which the separate certificate of title will be issued is an estimate only. In making the Buyer's plans for the Property (for example: raising finance or entering into a building contract to build a home), the Buyer needs to take into account the fact that the actual timeframe for the issue of the separate certificate of title may be significantly shorter or longer than the estimated date given to the Buyer – maybe even by a period of months, in some cases. The reason for this is that there are a number of things which need to happen in order for a separate certificate of title for the Property to issue and a number of these things are beyond the Seller's direct control.

The Buyer should ask the Seller or the Seller Agent to keep the Buyer informed regarding the timing of the issue of the separate certificate of title. Once again, any estimate by or on behalf of the Seller of the likely date for the issue of a separate certificate of title is just that: an estimate.

The Seller or the Seller Agent will not be responsible for any loss the Buyer may incur if the separate certificate of title is not issued by the estimated date.

**Physical construction of the Property as a separate Lot**

If the Buyer is planning to start building a house on the Property shortly after Settlement, the Buyer acknowledges that one of the things which is NOT a requirement for the issue of the separate certificate of title is the completion of the physical construction of the Property as a separate Lot.

The fact that, at Settlement, physical construction of the Property may not be complete may cause delays in construction of the Buyer's house. As some house building contracts contain provisions for price increases over time, the delays in house construction resulting from the fact that the physical construction of the Property as a separate Lot has not been completed may cause the cost of constructing a house on the Property to increase. The Buyer should consider this carefully before entering into the building contract as the Seller will not be responsible for any building price increases as a result of any delays in completing the physical construction of the Property.



Please note that this Annexure is advisory in nature only and is provided as a courtesy to the Buyer. It is merely a guide intended to help the Buyer to understand some of the important issues concerning the purchase of the Property and, in particular, the timing for Settlement. The Annexure does not modify, negate or alter in any way any of the conditions of this Contract including, without limitation, the annexures to this Contract or the 2022 General Conditions. The Buyer should not rely on this Annexure as a substitute for reading this Contract or obtaining independent legal advice in respect of any matters you are unsure of. The Buyer should not sign this Contract until the Buyer has obtained its own independent legal advice and, as a result, is satisfied that the Buyer understands the matter in question.



**Memorials, Advice, Notifications &  
Acknowledgements**

**1. NBNCo Cabling System**

- (a) The Buyer acknowledges and agrees that, should a NBNCo cabling system be installed and supplied to the outside boundary to the Property (either before or after Settlement), then all costs and ongoing charges associated with the connection to, and use of, that cabling system are the sole responsibility of the Buyer and will be the subject of a separate agreement between the Buyer with NBNCo.
- (b) The Seller makes no representation or warranty regarding the availability or installation of any cabling system to the Property.

**2. Mosquito Breeding Areas - Title Notification**

The Buyer acknowledges and agrees that:

- (a) the Property is located in close proximity to mosquito breeding areas;
- (b) the Planning Commission requires a Title Notification to be placed on the Certificate of Title for lots that are in proximity to known mosquito breeding areas. Accordingly, the Certificate of Title for the Lot may be encumbered by the following Title Notification:

*"This lot is in close proximity to known mosquito breeding areas. The predominant mosquito species is known to carry viruses and other diseases."*
- (c) the Buyer has made their own investigations, and has satisfied itself, as to the impact that the matters in this clause 2 of this Annexure F may have on the Buyer's use and enjoyment of the Property; and
- (d) without limiting clause 4 of this Annexure F, the Buyer will have no right to terminate the Contract, withhold all or part of the Purchase Price, refuse to complete Settlement, defer or delay Settlement or claim compensation in relation to:
  - (i) restrictions on the development and use of the Property as a result of the Title Notification referred to in clause 2(b) of this Annexure F; or
  - (ii) the effect of the Property having the Title Notification referred to in clause 2(b)2(b) of this Annexure F.

**3. Local Development Plan**

The Buyer acknowledges and agrees that:

- (a) the Property (and other lots in the Estate) will be subject to a local development plan to the satisfaction of the City of Mandurah (**Local Development Plan**), which will be, subject to clause 3(b) of this Annexure F, be in the form of the local development plan contained in Annexure N (**Draft Local Development Plan**);
- (b) whilst the Local Development Plan, which will apply to the Property, will be generally in accordance with the Draft Local Development Plan, the Buyer acknowledges that:
  - (i) the Draft Local Development Plan is a draft version only and as such it may be necessary, or the Seller may consider it preferable, to change or vary the Draft Local Development Plan; and
  - (ii) the Buyer is not entitled to make any objection, requisition, claim for compensation, withhold all or part of the Purchase Price, refuse to complete Settlement or delay Settlement in relation to any such change or variation where the change or variation does not have a material adverse effect on the use

and enjoyment of the Property by the Buyer;

- (c) the Buyer has made its own investigations, and has satisfied itself, regarding the impact that the matters in this clause 3 of Annexure F may have on the Buyer's use and enjoyment of the Property; and
- (d) without limiting clause 4 of this Annexure F, the Buyer will have no right to terminate the Contract, withhold all or part of the Purchase Price, refuse to complete Settlement, defer or delay Settlement or claim compensation in relation to (if applicable):
  - (i) the effect of the Property being subject to the Local Development Plan; or
  - (ii) restrictions on the development and use of the Property as a result of the requirements imposed by the Local Development Plan.

**4. No Claim**

The Buyer will have no right to terminate this Contract, withhold all or part of the Purchase Price, refuse to complete Settlement or defer or delay Settlement or claim compensation in relation to:

- (a) restrictions on the development or use and enjoyment of the Property as a result of the requirements imposed by this Annexure F; or
- (b) any other requirement imposed by any Encumbrance noted in this Annexure F.