

ANNEXURE 'A' - THE TUARTS SPECIAL CONDITIONS - Cottage lots

Lot: 274 Arkell Road "The Tuarts Estate" Dalyellup, W.A. 6230

SPECIAL CONDITION 1 - LANDSCAPING PACKAGE

If the Buyer completes construction of a dwelling on the Property within 20 months of the Settlement Date, the Seller will, at its expense, provide landscaping (including reticulation) to the value of **\$3150** (inclusive of GST) to the front of the Property. The landscaping will be carried out by a contractor nominated by the Seller. The Buyer must notify the Seller when the dwelling on the Property has been completed.

SPECIAL CONDITION 2 - FENCING PACKAGE

If the Buyer completes construction of the dwelling within 20 months from the Settlement Date, the Seller will arrange for a contractor (nominated by the Seller) to install a wheat coloured Hardi Fence fibrocement fence to the side and rear at the Sellers expense. The side boundary fencing will not encroach forward of the building line, and will have a nominal height of 1,800mm.

At the completion of the construction of the buyer's residence the seller will install visually permeable front fencing to the lot and visually permeable side fencing to corner lots. This fencing will be at the seller's expense and the shape and form will be at the sole discretion of the seller. The fencing will be constructed in accordance with the Shire of Capel's Requirements as noted in the Detailed Area Plan for Lots 523-527. The seller reserves the right to install the fencing subsequent to the sale of the lot and at any time prior to the completion of the residence.

SPECIAL CONDITION 3 - APPROVAL FOR BUILDING PLANS

(a) Prior to making any application for a building licence and commencing construction of the dwelling, the Buyer must:

- 1) prepare building plans which comply with the building standards, the restrictive covenants, the reasonable requirements of the Project Manager and of Shire of Capel requirements;
- 2) lodge the building plans with the Project Manager for approval and permit the Project Manager to make and retain duplicate copies of the building plans; and;
- 3) obtain written approval from the Project Manager for the building plans.

(b) In these Special Conditions, the term "Project Manager" is a reference to a person nominated in that capacity from time to time by the Seller.

(c) In these Special Conditions, the term "restrictive covenants" means the covenants contained in Annexure C.

SPECIAL CONDITION 4 - NOTIFICATION

The Buyer hereby accepts and acknowledges that Shire of Capel will impose a specified rate for the Property for the purpose of assisting with the maintenance of public open space and other infrastructure within the precinct of which the Property forms part.

SPECIAL CONDITION 5 - NOTIFICATION

The Buyer acknowledges that in the event of certain rainfall events and storms, some portions of public open space have been designed to temporarily store stormwater runoff, resulting in these areas being temporarily inundated with water.

SPECIAL CONDITION 6 - NOTIFICATION

The Buyer is aware that in, accordance with section 165 of the *Planning and Development Act 2005*, a notification will be registered on the title to the Property which states:

"This lot is in close proximity to areas which are subject to mosquito activity at various times of the year. As a consequence it is within the flight range of adult mosquito and there may be some potential for transmission of Ross River Virus and other mosquito borne viral diseases. Further information in this regard can be obtained from the Shire of Capel and the Department of Health."