



# SECRET HARBOUR

**Satterley Real Estate**

**Town Centre**

## Annexure A

# Development Conditions & Building Guidelines

### INTRODUCTION

In order to ensure the attainment of a minimum standards and to encourage home design excellence at Secret Harbour these guidelines set out the minimum standards and conditions under which residential development within the estate will normally be approved. Appreciating that design is subjective and that new products are being continually developed the Vendor may and reserves the right to approve alternative materials or finishes provided such materials and finishes, in their opinion maintain the minimum standards set out below.

### BUILDING PLAN APPROVAL

Two full sets of plans and specifications must be submitted to the Project Manager Secret Harbour, Lot 6002 Oasis Drive, Secret Harbour 6173 simultaneously with any plans submitted to Rockingham Council under the normal building approval procedure. Secret Harbour will peruse such plans for compliance with the Restrictive Covenants and Development Conditions and Building Guidelines and if considered to comply will return an approved set of plans to the applicant.

### MATV SYSTEM

Please note that connection to the cable TV reticulation must be done by a licensed contractor approved by Secret Harbour (which consent will not be unreasonably withheld).

The TV system has been installed by and is owned by the developers. It is not considered necessary to erect outside TV antennae and is prohibited within the restrictive covenants. The free to air stations Channels 2,7,9,10,SBS and FM broadcasts can be accessed free of cost. As Secret Harbour is a fringe TV area the high quality equipment will enable better reception than that normally available on standard residential equipment.

The developers will endeavour to ensure that the TV system is developed and continued but makes no warranty or promise concerning its continued operation.

### DEVELOPMENT

NO development is to be commenced on any lot without the plans and specifications having been approved in writing as set out above.

### DWELLING

The minimum dwelling size is 160 square metres. The minimum floor area is the area of the dwelling excluding porches, garages, verandahs, alfresco etc.

### GARAGES

All dwellings constructed must incorporate double garages. All garages will be built of the same materials as the main dwelling and incorporate similar roof pitches.

### MATERIALS

*Walls:* All external walls must be constructed, unless otherwise approved with clay bricks finished in face brickwork or render.

*Roofing:* A minimum 25 degree roof pitch is encouraged to all lots. Clay, concrete tiles and colourbond metals are acceptable. In the case of metal roofing only non reflective colours will be approved, ie. zinalume is NOT an acceptable finish. Any flat roof must be shielded from front view by parapet walling.

*Driveways:* Each dwelling is to be provided with a driveway and crossover to be completed at the same time as the residence and before occupation. Maximum width of driveway shall be 6 metres and shall be no closer than 0.6 metres from any side boundary. Brick or similar paving only will be approved. Concrete or bitumen driveways are not acceptable and will only be considered if the nature of the lot makes brick paving impractical.

### STORAGE

No storage sheds are allowed. Storage areas must be provided under the main roof of the building.

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## OUTBUILDINGS

Outbuildings greater than 20m<sup>2</sup> must be constructed in materials to match or compliment the main building. Outbuildings with a floor area of less than 20m<sup>2</sup> may be approved if constructed in other materials (other than zincalume and other reflective finishes which are prohibited).

## FENCING

For general boundary fencing no fencing known as "super six or similar material is to extend forward of the building line, or to be visible from any street.

Fencing to common boundaries where provided by the developer is not to be altered in any way without the developers consent. In the event of damage the lot owner shall repair in the same style and colour as provided. In the event of failure by the lot owner to repair the owner may do so and reclaim the cost from the lot owner, unless the damage was caused by the operation of the golf course. All fencing should be covered under your household insurance policy.

## RETAINING WALLS AND SITE LEVELS

Limestone retaining or other walls provided may NOT BE ALTERED IN ANY WAY. The general level of the site may not be altered where retaining walls have been provided, without the written approval of the developers. On all lots the finished site level shall not be raised by more than 0.5 metres.

## AIR CONDITIONING/SOLAR HOT WATER UNITS

No air conditioning unit may be visible from the street or generally protrude above the ridge line of the dwelling and must be of similar colour to the roof. Solar hot water units must be integrated with and match the roof profile of the dwelling.

## FENCING/LANDSCAPING

All garden areas within public view to be landscaped within three months of occupation of the dwelling. All invasive grasses and in particular Kikuyu and Buffalo grasses shall not be planted or grown or allowed to be planted or grown on the land or any part thereof due to the impact they will have on the Golf Course. All such grasses, whether grown intentionally or not, must be immediately removed and properly disposed of.

Subject to the Purchaser completing the construction of the dwelling in accordance with the Restrictive Covenants and Building Guidelines within TWELVE (12) months of settlement but not otherwise:

- (a) The vendor will provide boundary fencing on the property comprising colorbond 1800mm high and Capped in compliance with the Restrictive Covenants and Building Guidelines. If the purchaser wishes to construct a fence of a higher quality that complies with the Restrictive Covenants and Building Guidelines the Vendor agrees to pay to a contractor registered for GST against presentation of a tax invoice from a registered contract or to Secret Harbour an amount of \$39.50 per metre on completion of such fencing up to a maximum of \$2,000 plus GST.
- (b) The vendor will nominate a landscape contractor to complete auto reticulation and landscaping to the front garden. The

Vendor will pay to the landscape contractor against presentation of a tax invoice from the registered contractor to Secret Harbour up to a maximum of THREE THOUSAND DOLLARS (\$3,000) plus GST.

## RUBBISH DISPOSAL CONTAINERS

Must be screened from public view.

## COMMERCIAL VEHICLES

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

## USE OF PROPERTY

The carrying out of any repairs or restorations of any motor vehicle, boat, trailer, aircraft or any other vehicle is prohibited unless screened from public view.

## SIGNS

NO advertising or business signage shall be placed on the verge of the property or in the front window or on the walls of the dwelling excepting real estate signage associated with the sale of the property. In the case of the latter this will only be allowed 12 months from purchase of the lot.

## WASHING LINES

Shall not be visible from the street.

## OTHER

The benefit of the preceding building guidelines shall be for the benefit of every other lot in the plan of subdivision referred to herein and the burden of the preceding guidelines shall be attached to the property.

## GOLF COURSE OPERATIONS

Purchasers are reminded that along with the benefit of overlooking the Secret Harbour Golf Course, there are risks associated with the sport and it is in the purchasers interest to ensure that the property is adequately insured against such risk.

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# SECRET HARBOUR

## **Satterley Real Estate**

### **Restrictive Covenant**

The purchase acknowledges that the title that issues for the property will be encumbered by a Deed of Restrictive Covenant registered pursuant to S136D of the Transfer of Land Act and which will be substantially in the terms as follows:

1. The registered proprietor of each of the lots ("the land") shall NOT construct, erect or install or permit to be constructed, erected or installed on the land: A residence with a total floor area of less than 160 square metres inclusive of external walls but exclusive of garages, verandahs and other unenclosed areas.
2. The registered proprietor of the land shall NOT construct, erect or install or permit to be constructed, erected or installed on the land:
  - (a) a residence or unit or other improvement (including but not limited to an alteration or addition to a residence or unit):
    - (i) using wall materials which are not either predominantly concrete, clay bricks or stone or other similar material in facework or render;
    - (ii) using roof materials which are not concrete or clay tiles, slate, non-reflective colourbond metal, or metal which has been painted or otherwise coated with a non reflective surface;
    - (iii) using roofing materials known as zincalume or any other reflective material;
    - (iv) which does not contain a garage sufficient to contain at least two motor vehicles ("a double garage"). If it is not located under the main roof, it must match or complement the residence or unit in respect of the pitch of the roof, materials used, the design, colour and external appearance.
    - (v) which does not contain a storage area under the main roof.
  - (b) any structure with walls and a roof area exceeding 20 square metres which has a flat roof or which does not match or complement the residence or unit in respect of the material used, the design and the external appearance including colour and quality of construction.
  - (c) any or other outbuilding which has walls and/or a roof made of or coated with zincalume or any other reflective material.
  - (d) a residence or unit, unless a driveway and the crossover between the road and the parking area on the land ("a driveway") are constructed and completed at the same time as the residence or unit.
  - (e) a driveway, which is wider than six (6) metres at the street boundary of the land, is less than 0.6 metres from any side boundary to the land, or which is not constructed of brick paving or other similar surface.
  - (f) a letterbox which is not located adjacent to the drive, is not clearly numbered or does not match or complement the residence or unit.
  - (g) while the cable television system provided by Secret Harbour is operative and available, a television or radio antennae, unless contained wholly within the residence or unit or within the roof space between the ceilings of the residence or unit and the underside of the roof of the residence or unit.
  - (h) if the cable television system provided by Secret Harbour is operating and available to enable connection to satellite or pay TV, a satellite dish unless constructed below the highest point of the roofing

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and on the rear elevation of the roof.

- (i) an air conditioner or evaporative cooler that is generally visible from the street or protrudes above the ridge line of the residence or unit or which is not of similar colour to the roof.
- (j) a solar hot water heater unless it is hidden from public view, fits the roof profile of the residence or unit and is not elevated at an angle to the roof profile and otherwise matches or complements the residence or unit.
- (k) a clothes line or rainwater tank except in accordance with the manufacturer's instructions or which is not hidden from public view.
- (l) a residence or unit, unless all ground areas which are visible from the street or to a neighbouring owner ("visible areas") are properly landscaped within 3 months after completion of the residence or unit. "Properly landscaped" means that all visible areas must be cleared, grassed and planted or otherwise covered by a beautifying surface.
- (m) any fence which is visible from the street or which extends forward of the building frontage set back line which does not match or complement the residence or unit.
- (n) if the land is a corner lot, any fence along any part of the boundary of the land which faces any street or road and which is comprised of materials commonly known as Hardifence.
- (o) a residence, unless all boundary fences are completed prior to occupation of the residence.
- (p) any storage shed.

3. The registered proprietor of the land shall NOT:

- (a) park or allow to be parked on the land or on the road or on any other land near next to the land any commercial vehicles including but not limited to trucks, utilities, caravans, trailers, boats or any other mobile machinery ("commercial vehicles") unless such commercial vehicles are housed or contained wholly within a garage on the land or are hidden from public view.
- (b) plant or grow or cause or allow to be planted or grown on the land or any part thereof any invasive grasses including and in particular Kikuyu and/or Buffalo grasses.
- (c) Breach or allow to be breached Secret Harbour

Development Conditions and Building Guidelines, a copy of which is attached hereto and marked Annexure "A"

- 4. The registered proprietor of the land shall NOT where retaining walls or fences have been erected on any of the boundaries of the land by Secret Harbour:
  - (a) alter or remove any of the retaining walls or fences;
  - (b) allow or permit the retaining walls or fences to fall into a state of disrepair;
  - (c) repair or renew such retaining walls or fences except in the same style and colour as the existing retaining walls and fences; and
  - (d) alter the level of the surface of the land other than when placing a reasonable building pad prior to constructing a residence or unit on the land.
- 5. The registered proprietor of the land shall NOT, if any retaining walls or fences have not been erected on any of the boundaries by Secret Harbour, alter the level of the surface of the land by elevating the level by more than one half of one metre.

**6. Further Restrictive Covenant**

“That because the subject land is within the area of the former Warnbro Artillery Range, and notwithstanding the fact that the land has been systematically searched for unexploded ordnance, no guarantee can be given that all items or ordnance have been found and therefore:

- 1. No excavation shall be undertaken on the land without due care being taken, and no excavation below a depth of one metre shall be carried out without particular caution. The State Emergency Services (or whichever organisation may assume the responsibilities of that body in regard to unexploded ordnance) may be contacted for advice.
- 2. No ordnance whatsoever, found or uncovered on the land shall be touched, moved or dealt with in any way except by officers of the Department of Defence, WA State Emergency Service or the WA Police.

- 3. The land shall not be further transferred with out the Tranferor providing to the Transferee, before any contract for sale of the land is completed, a copy of the statement issued by the Department of Defence in August 1986 entitled “Warnbro, WA - Search for Unexploded Ordnance” nor without the Transferee acknowledging in writing the contents of the covenant.

The benefit of this covenant shall be appurtenant to such of the lots and each and every part of the Lots on Plan of which the Transferor is the registered proprietor other than the lot hereby transferred.

The burden of the covenant is upon the land hereby transferred.

- 7. The restrictive convenants numbered 1 - 5 inclusive shall expire 5 years from the date on which the deposited plan the subject of this subdivision is marked in order for dealings by Landgate. The remaining restrictive convenants shall continue indefinitely.

**ACKNOWLEDGEMENT:**

“I/we \_\_\_\_\_

of \_\_\_\_\_

hereby acknowledge that I/we have read and fully understand the restrictive convenants attached to this acknowledgement and that such restrictive convenants will be included in the transfer of the lot to be purchased by me/us in the “Secret Harbour” subdivision and will encumber the title for such lot.

Dated \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_



# SECRET HARBOUR

## Site Works Information

Your guide to how soil conditions and retaining walls may affect the construction of your home. This information has been prepared to give Purchasers an understanding of the steps Secret Harbour Development has taken to minimise home building site costs to Purchasers. As every home is different and no two sites identical, this brochure can only be indicative in terms of the information contained. We strongly recommend that all Purchasers discuss with their builder, architect or earth working contractor the specific requirement of the site for the home which they propose to build on it.

### HISTORY

In the past, land developers have passed on to the home builder, the entire responsibility for construction of the home. In most instances, other than level blocks, the home builder will incur the additional cost of retaining walls. These costs can be substantial, particularly in limestone country. Realising that economies of scale could apply, Secret Harbour has carried out earthworks and terracing in the course of sub-divisional works on the estate.

This has resulted in:

1. A reduction in the cost, to Purchasers of most sites, of preparing the site for building.
2. Where retaining walls are provided (as in many cases they are) the need to negotiate cost sharing arrangements with neighbours for the construction of retaining walls, etc is avoided.
3. Improved aesthetics, with retaining walls and fencing being standardised of the development.

### GENERAL DESIGN CRITERIA

#### a) Fencing

Fencing must be on the boundary. Subject to investment covenants, a colorbond fence can be installed on top of the wall as indicated. This assumes the lot will be filled to the top of the wall.

Other types of fencing such as brick fencing, pine fencing and fencing supported by piers will require additional footings and fixings if located on top of the wall. These should be designed by a practising structural engineer. Fencing should be covered in the insurance of the whole property. (See diagram).

#### b) Boundaries

Generally the boundary is the outer face of the retaining wall.

#### c) Set backs

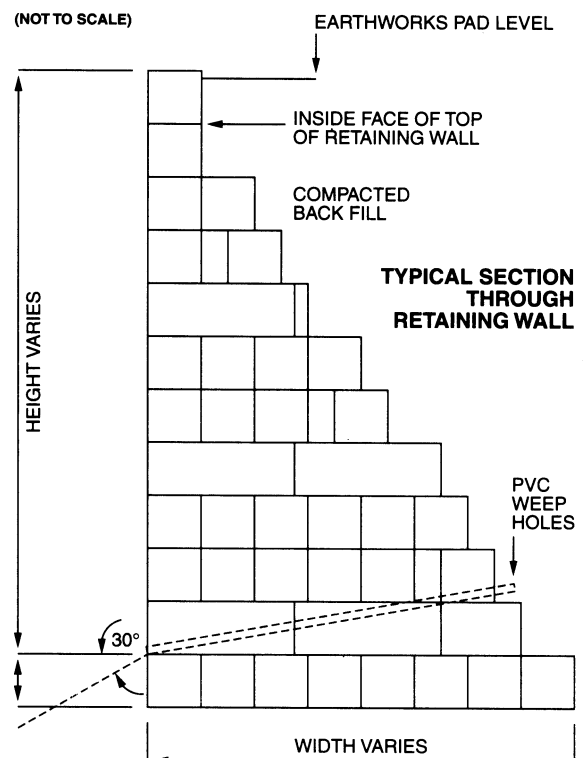
Walls are designed to take into account the loadings of a single storey residence, with a 1 metre setback from the inner face of the wall and a 1.5 metre setback from the inner face for a double storey residence. Subject to the approval of a structural engineer, it may also be possible to provide a parapet wall alongside the inner face of the retaining wall.

### LEVELS

In many instances the construction of the retaining walls has allowed us to provide a site ready to accept a compacted building pad of up to 450 millimetres.

### COST

There will almost certainly be additional costs incurred in further preparing the site for the Purchaser's proposed home. The Purchaser is advised to seek quotations from his/her builders and/or contractors.



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