

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.
WARNING - If the Purchase Price is \$750,000 or more, Withholding Tax may apply to this Contract (see 2018 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: Licensee: Shorescape Group Pty Ltd ABN 75 153 128 593 T/AS SUMMIT REALTY SOUTH WEST
PO Box 387, BUNBURY WA 6231
96 Victoria Street, BUNBURY WA 6230
Tel: 08 9780 0555 Fax: 08 9791 5999 Email: sales@summitbunbury.com.au

As Agent for the Seller / Buyer

THE BUYER (FULL NAME AND ADDRESS)

EMAIL: The Buyer consents to Notices being served at:

OFFERS TO PURCHASE (as joint tenants/tenants in common specifying the undivided shares) the Land and Property Chattels set out in the Schedule ("the 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 the Special Conditions.

SCHEDULE

The Property at:

Lot [] Deposited/Survey/Strata/Diagram/Plan [] Whole / Part Vol [] Folio []

A deposit of \$ 5000.00 of which \$ nil is paid now and \$ 5000.00 to be paid within 7 days of acceptance

to be held by Summit Realty South West Trust Account

("the Deposit Holder"). The balance of the Purchase Price to be paid on the Settlement Date.

Purchase Price

Settlement Date On or before 21 days from issue of titles or finance approval which ever is the latter.

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

LENDER

(NB. If blank, can be any Lender)

LATEST TIME: 4pm on:

AMOUNT OF LOAN:

SIGNATURE OF BUYER

FINANCE CLAUSE IS NOT APPLICABLE

Signature of the Buyer if Finance Clause IS NOT applicable

SPECIAL CONDITIONS

Annexures A, B, C, D & E form part of this offer.

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 the Lender 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 under 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) written Finance Approval has not been obtained or the Finance Application has been rejected; and
- (b) the Buyer gives a Non Approval Notice to the Seller or Seller Agent.

1.3 No Finance Approval by the Latest Time: No Notice Given

If by the Latest Time:

- (a) the Buyer has not given an Approval Notice to the Seller or Seller Agent; and
- (b) the Buyer has not given a Non Approval Notice to the Seller or Seller Agent;
- 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; and
- (b) the Buyer has given an Approval Notice 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: Seller's Right to Terminate

If by the Latest Time the Buyer has not given an Approval Notice or a Non Approval Notice 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 the making of a Finance Application in accordance with Clause 1.1 (a) and of any loan offer made, or any rejection; 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 the information referred to in Clause 1.6(a).

2. Acceptance of this offer will be sufficiently communicated to the Buyer if verbal or written notification is given by the Seller or Seller's Agent to the Buyer that the acceptance has been signed by the Seller.

3. The 2018 General Conditions 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.

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

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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. Form 28 and its attachments (if a strata lot)
3. 2018 General Conditions 4. Other

Signature	Signature
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RECEIPT OF DOCUMENTS

The Seller acknowledges receipt of the following documents:

1. This offer and acceptance 2. 2018 General Conditions

3. Other	
Signature	Signature

CONVEYANCER 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		Name	
Signature		Signature	

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06/18

HERITAGE HILLS STAGE 2a & 2b

September, 2019

**ANNEXURE 'A' to OFFER and ACCEPTANCE
(LOTS 50 to 77)**

As a prospective purchaser of a lot created by the subdivision of Lot 9001 you are advised:

Shire of Harvey Requirements:

1. The prospective purchaser/s is advised that reticulated sewerage is not available. Future dwellings will need to be connected to on site effluent disposal systems.
2. The prospective purchaser/s is advised of the provisions of the Shire of Harvey's District Planning Scheme – which relate to the use and management of the land, (Annexure 'B').

Other Advice:

3. The lots are subject to a Fire Management Plan endorsed by the Shire of Harvey and the Fire and Emergency Services Authority (FESA).
4. GST – The Seller's GST liability on the sale of the property has been calculated using the Margin Scheme. The buyer will not receive a tax invoice. (Annexure 'C')
5. The lots are subject to a Building Envelope Plan (Annexure 'D').
6. Fencing Plan (Annexure 'E').
7. A geotechnical investigation has been undertaken and is available for viewing for the convenience of the purchaser and does not form part of the contract. The accuracy of any information supplied is not warranted by the Seller and prospective purchasers must make their own investigations regarding the soil classification.

Revegetation Plan

8. Prospective purchasers are advised:

Revegetation Plan. Page 9 - # 8. Revegetation performance criteria and reporting.

The revegetation zones will be monitored and maintained for three years following installation to ensure progress towards the completion targets are met. The following completion targets are hoped to be achieved post initial planting:

- A 90% survival rate of the planted seedlings within the designated areas. Should this rate not be met, infill planting will be required to raise the surviving plant numbers above 90% of the initial planting density;
- In the specified revegetation zones the target is less than 20% weed cover, and for all declared and priority weed species to be 0%; and
- Stabilization of banks that have become eroded.

It is noted the revegetation area of Lot/s 50, 51, 52, 53 and 54, will end up in private ownership, the developer will have no control over revegetation after the three-year maintenance period has expired.

ACKNOWLEDGEMENT

I/WE _____

Being the purchaser/s of lot _____

of the abovementioned subdivision, acknowledge that we have received a copy of the above advice and recognize the encumbrances on the land and hereby agree to provide any successor in the Title with a copy of the advice and to seek their acknowledgment and undertaking to inform any further successors in titles.

SIGNED _____

DATE _____

SIGNED _____

DATE _____

(Please sign the above acknowledgement and return this sheet to the vendor, retaining a copy for your records).

HERITAGE HILLS STAGE 2a & 2b

September, 2019

Annexure 'B'

Special Residential Area 13- Nunnagine Circle, Roelands

3.14.1 Despite the minimum lot size specified in Table 1, the Local Government may support a minimum average lot size of 4000sqm and an absolute minimum lot size of 2000sqm. The design has been guided by a Visual Impact Assessment to minimise the adverse impacts on the landscape values of the area.

3.14.2 Subdivision to be in accordance with an approved Structure Plan.

3.14.3 No further subdivision of the lots shown on the Structure Plan shall be permitted.

3.14.4 Prior to subdivision approval, the subdivider is to prepare an Urban Water Management Plan that reflects the endorsed Structure Plan to the satisfaction of the Local Government and the Department of Water. A condition of subdivision approval will require the plan to be implemented to the satisfaction of the Local Government and the Department of Water.

3.14.5 The subdivider will be required, as a condition of subdivision, to implement a Fire Management Plan as endorsed by the Department of Fire and Emergency Services.

3.14.6 A condition of subdivision approval will require a notification to be placed on title under section 70A of the Transfer of Land Act to notify purchasers of their rights and obligations under the Fire Management Plan endorsed by the Department of Fire and Emergency Services and Local Government.

3.14.7 A condition of subdivision approval will require a notification to be placed on title under Section 70A of the Transfer of Land Act to notify purchasers that the subject land is located adjacent to rural land and rural activity may have a nuisance effect on amenity.

3.14.8 A condition of subdivision approval will require a notification to be placed on title under section 70A of the Transfer of Land Act to notify purchasers that the subject land is located within proximity to a quarry on nearby Reserve 30354, and associated activities may have a nuisance effect on amenity including noise, vibration and heavy vehicle movements.

3.14.9 The subdivider is to submit, together with any subdivision application, a 'Sustainability Implementation Report', which details the targets and method of delivery in respect to 'sustainability outcomes' including -

- on-site power generation;
- on-site water capture and re-use;
- re-use of grey water; and
- correct housing orientation for passive heating and cooling.

A condition of subdivision may be imposed in order to achieve implementation of the agreed outcomes.

3.14.10 The Local Government will request that the WAPC impose a condition of subdivision requiring the preparation and implementation of a tree planting programme. Tree planting should be concentrated around the building envelope and the landscaping and revegetation plan shall have regard to Clause 5.2.7 of the Scheme.

3.14.11 In order to preserve the landscape values of the area, the design and construction of buildings should have regard to the following -

- Use of non reflective building, including roofing, materials only;
- Colours to be consistent with the vegetation and/or the predominant colours of individual building sites in their natural setting; and
- Minimal cut.

3.14.12 All buildings, structures and effluent disposal systems shall be contained within a Building Envelope as approved by the Local Government.

3.14.13 No trees or substantial vegetation shall be felled or removed from the site except where -

- It is inside the approved building envelope;
- It is required for road construction;
- It is required to establish a firebreak or driveway;
- trees are dead, diseased or dangerous.

3.14.14 Boundary fencing shall be post and four strand wire, or post and "ring-lock" or similar as approved by the Local Government. Solid fencing shall not be permitted on boundaries and only permitted in proximity to buildings where Local government determines that it will not adversely impact on the rural character or landscape value of the area.

3.14.15 A geotechnical report of the site under winter conditions shall be prepared by the subdivider and accompany an application for subdivision lodged with the Western Australian Planning Commission. The geotechnical report shall demonstrate that the site is capable of disposing wastewater to the satisfaction of the Local Government.

3.14.16 Landowners shall make appropriate arrangements for the provision of on-site effluent disposal systems to the specifications and satisfaction of the Local Government.

3.14.17 Notwithstanding the requirements of Clause 5.2.11 of the Scheme Text, Local government may permit the use of alternative building materials and the erection of 'pole style' dwellings where Local government is satisfied that the proposed building will be of a sufficiently high standard to complement and blend with the local character of the area.

3.14.18 Notwithstanding the provisions of the Zoning and Development table, the following setbacks shall apply to land within this Area -

- Front - 15 metres from front boundaries;
- Side - 5 metres from side boundaries; and
- Rear - 7 metres from rear boundaries.

3.14.19 No residential dwellings or sensitive land use shall be located inside a buffer to the nearby granite quarry as determined by scientific analysis to the satisfaction of the Environmental Protection Authority and the Department of Mines and Petroleum as depicted on the approved Structure Plan.

3.14.20 All lots shall be connected to a reticulated water supply provided by the Water Corporation.

3.14.21 The Local Government will request that the WAPC impose a condition of subdivision requiring the implementation of a vegetated buffer, in a form to be determined in consultation with the Department of Health, to protect Special Residential lots from agricultural activities.

3.14.22 The Local Government will request that the WAPC impose a condition of subdivision requiring a building envelope to be identified for proposed Lot 9, located outside of the quarry buffer.

SCHEDULE 3 - ADDITIONAL REQUIREMENTS – SPECIAL RESIDENTIAL ZONE

Clause 5.2 applies and Planning Scheme No. 4

3.1 SPECIAL RESIDENTIAL ZONES

Special Policy on the preservation of live trees.

3.1.1 Standing Dead Trees

Where there are dead trees on a lot they should be removed during the initial clearing operation to reduce the possibility of them damaging good quality live trees during a subsequent clearing operation.

3.1.2 Standing Live Trees

Standing live trees, including immature trees which are in good condition and capable of growing to a height in excess of 3m, should not be cleared from the lot except where they must be removed for boundary fire breaks, driveways or structures. No standing live tree should be removed from forward of the proposed building set back, i.e. between the house and the front property boundary, during the initial clearing operation, unless with specific Local government approval in writing. It is intended that the maximum quantity of standing trees be retained forward of the proposed buildings, at all stages of development, to maintain aesthetic quality within the subdivision.

Removal of standing live trees will only be permitted by the Local government where a landowner can demonstrate that alternative planting of sufficient height will act as a visual screen to any development located behind it.

Landowners may remove trees at the rear of the proposed residence within the building envelope to provide lawns, entertainment areas, vehicle parking etc. but they are required to retain a belt of native vegetation around the extremities of the property. Local government approval shall have been deemed to have been granted for trees which must be removed for house construction provided that a building licence is obtained prior to clearing operations being undertaken and for boundary fencing or firebreaks required under the Bush Fires Act.

3.1.3 Installation of Firebreaks

At the property boundary, landowners shall endeavour to meander the firebreaks around existing live trees and at all times endeavour to avoid the creation of straight visual lines through the subdivision.

3.1.4 Access Driveways

When constructing access driveways into a lot, every effort shall be made to meander the driveway amongst existing live trees. As an alternative, provided an excessive amount of live trees are not disturbed, the driveway may be positioned adjacent to a property boundary where it can perform the dual function of providing vehicular access and creating a boundary fire break.

3.1.5 Fire Protection

Landowners are encouraged to carry out systematic burning of combustible material on their property to keep quantities of such material at ground level to a minimum. Alternatively such combustible material should be removed by mechanical means provided no live trees are damaged in the process.

3.1.6 Poorly Vegetated Lots

Where a lot is void, or substantially void of live trees or vegetation, forward of the proposed building site, whatever vegetation exists should be preserved until such time as alternative planted vegetation is sufficiently established to act as a visual screen between the house and the public road providing access to the site.

3.1.7 Clearing of Land

No clearing taking place outside the adopted building envelopes, other than for:

- (i) Removal of dead or dangerous trees, with Local government's approval.
- (ii) Provision of access to building sites, with Local government's approval.
- (iii) Provision of firebreaks as required by Local government, but taking into account the need to protect significant stands of trees.

3.2 AREA 1 – LESCHENAULT PARKLANDS AND RIVERLANDS ESTATES, LESCHENAULT

3.2.1 Further subdivision of existing lots will not be recommended to the Western Australian Planning Commission by the Local government.

3.2.2 No vehicular access shall be permitted onto the Old Coast Road from the Scheme area unless from gazetted Road Reserves approved by the Main Roads Department.

3.2.3 No dwelling house with a floor area of less than 108m² shall be permitted within the Scheme area.

3.2.4 All dwelling houses constructed within the Scheme area shall, prior to occupation, be connected to either a functioning water bore or a 90,000 litre water storage tank.

3.2.5 In addition to the uses specified in the zoning and development table, the Local government may approve on Lot 54 Australind Road, a shop to serve local requirements and that shop may, as ancillary to its main use, supply liquor and petrol.

3.3. AREA 2 – WARRAWARUP

3.3.1 Where stables are permitted on lots the exterior of the stable shall be brick for a minimum height of 2m and the remainder of the exterior shall be brick, masonry, factory coloured metal surface or other material approved by Local government.

3.3.2 Land Use Controls:-

None additional to the Zoning and Development Table and Clause 5.3.

3.3.3 A right of way for the purposes of horse access to the adjoining trotting track has been provided at the rear of each lot and each lot owner will be responsible for the cost of the periodic maintenance of the right of way.

3.3.4 The Local government will recommend to the WA Planning Commission the following subdivision criteria:

- Minimum lot size shall be 2,400m²;
- Minimum effective frontage shall be 20m; and
- Minimum side setbacks shall be 1.0m one side and 1.5m other side per storey.

3.3.5 Notwithstanding the provisions of Clauses 5.2.12 and 5.2.13, alternative fencing materials along property boundaries may be approved provided that, in the opinion of Local government, such materials do not detract from the amenity of the area or adjoining residences.

AMD 20 GG 14/11/97

GST ANNEXURE

This annexure is a special condition to the Contract for the Sale of Land or Strata Title by Offer and Acceptance for the property at:

The Seller represents that the Seller will be registered for GST at Settlement
 Only one choice is to be selected and signed. The other three (3) choices should be deleted.

~~Choice 1 Full GST (GST included in the Purchase Price)~~

- ~~(a) The Seller and Buyer agree that the Purchase Price is inclusive of GST.~~
~~(b) The Seller will at Settlement provide a Tax Invoice to the Buyer.~~

~~Seller~~

~~Buyer~~

~~Choice 2 Going Concern~~

- ~~(a) The Seller and Buyer agree that the sale of the Property in this Contract is the supply of a Going Concern and is GST free.~~
~~(b) The Seller agrees that it will carry on and conduct the enterprise as a Going Concern until the date that Settlement of this Contract actually occurs.~~
~~(c) The Seller agrees to supply at Settlement all the things required for the continued operation of the enterprise as a Going Concern.~~
~~(d) The Seller and the Buyer agree that the supply is GST free and the Purchase Price is exclusive of GST.~~
~~(e) If for any reason this sale is not accepted by the Commissioner of Taxation as GST free, for the supply of a going concern, then:~~
~~(i) the Buyer agrees to pay to the Seller, the amount of the GST, within 30 days after the Seller's liability for GST on this sale is confirmed by the Commissioner of Taxation;~~
~~(ii) the Seller will give to the Buyer, a Tax Invoice.~~
~~(f) The Buyer represents that at Settlement the Buyer will be registered for GST.~~
~~Further for the purposes of Stamp Duty assessment the Seller and Buyer state:~~
~~1. To the best of our knowledge and belief, GST is not payable on the transaction the subject of the instrument.~~
~~2. A ruling has not been obtained or sought from the Australian Taxation Office on the transaction.~~
~~3. The basis on which it is claimed that no GST is payable is that the transaction meets the requirements of a going concern under the GST Act and GST Ruling 2002/5 in that the Seller supplies to the Buyer all of the things that are necessary for the continued operation of an enterprise, and the Seller carries on, or will carry on, the enterprise until the day of the supply (whether or not as part of a larger enterprise carried on by the supplier).~~
~~4. The Buyer and the Seller declare that the conditions or requirements specified in the GST Act have been or will be met.~~

~~Seller~~

~~Buyer~~

Choice 3 Margin Scheme

- (a) The Buyer and Seller agree that the Margin Scheme applies to this transaction.
 (b) The Seller's GST liability on the sale of the Property has been calculated using the Margin Scheme.
 (c) The Buyer will not receive a Tax Invoice.

Seller

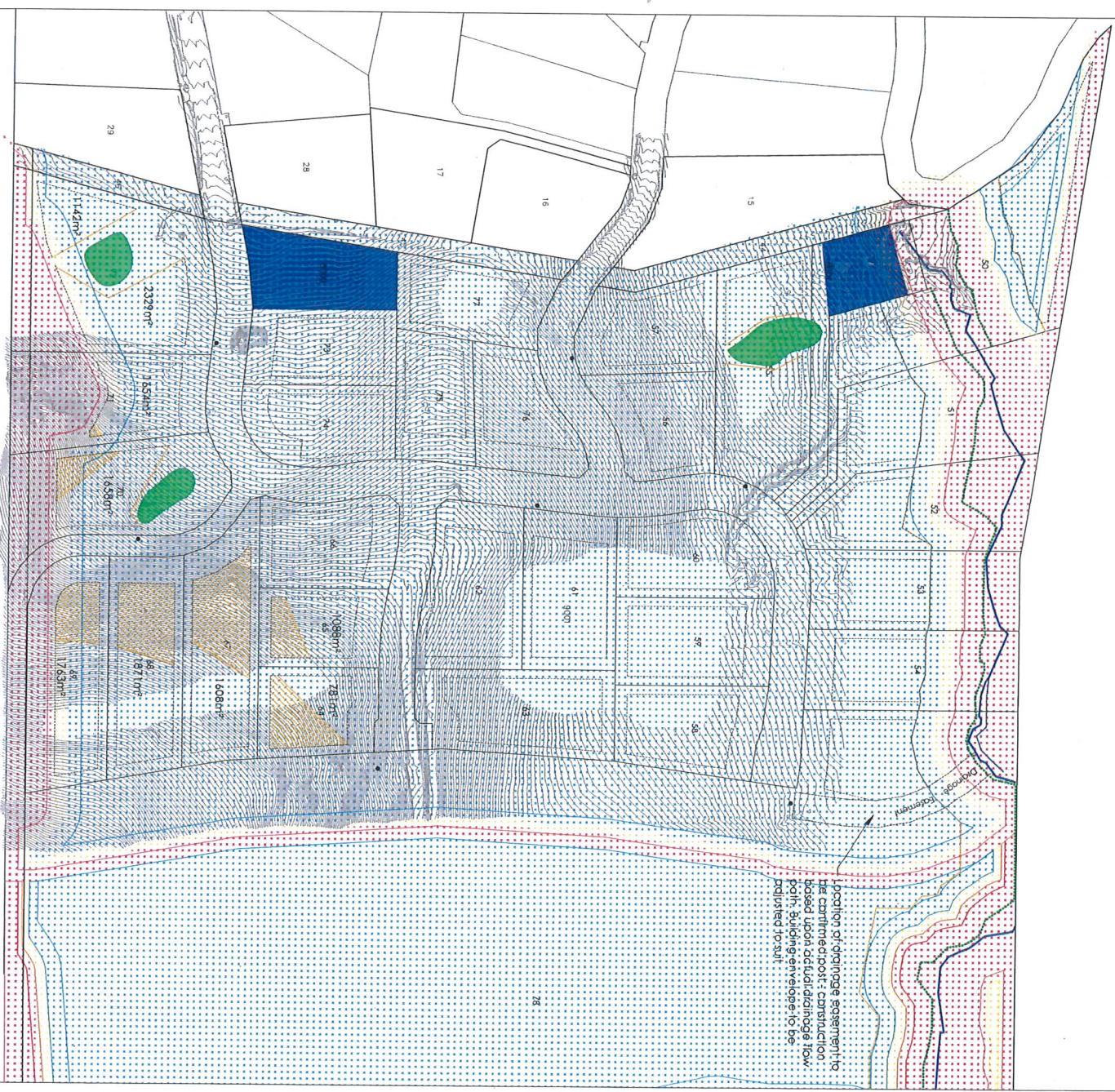
Buyer

~~Choice 4 Full GST (GST payable in addition to the Purchase Price)~~

- ~~(a) GST applies to this transaction and clause 18.3 of the 2011 General Conditions apply to this Contract. The Seller and Buyer agree that the Purchase Price does not include GST. The Buyer must pay GST on the Purchase Price to the Seller at Settlement.~~

~~Seller~~

~~Buyer~~



Location of drainage equipment to be confirmed post-construction based upon actual drainage flow path. Building envelope to be adjusted to suit.

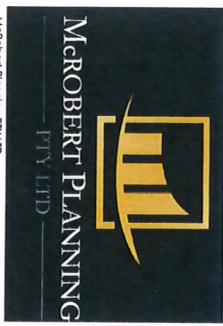
Unless shown otherwise on the plan all building envelopes are to have a minimum setback from the boundaries of the lot as follows:

- Street 15 metres
- Side 5 metres
- Rear 7 metres

LEGEND

- EXISTING ELVIRA GULLY
- REMANANT GULLY VEGETATION
- SATURATED GROUND SURFACE (POTENTIAL SPRING)
- LOT SETBACK LINE (AS PER SCHEME)
- SETBACK FOR EFFLUENT MANAGEMENT
- BUILDING AND EFFLUENT MANAGEMENT ENVELOPE - SITE SPECIFIC DETAILED ENGINEERED EFFLUENT SYSTEM DESIGN REQUIRED
- DRAINAGE RESERVE
- 1000m² APPROXIMATE BUILDING AND EFFLUENT MANAGEMENT ENVELOPE AREA
- BAL CONTOURS
 - BAL 12.5
 - BAL 19
 - BAL 29
 - BAL 40
 - BAL FZ

Client: ROELANDS DEVELOPMENT PTY LTD
 Project: LOT 9001 WATERLOO ROAD, ROELANDS
 Title: EFFLUENT AND BUILDING ENVELOPE PLAN
 Drawing Number: 10-81-02
 Original Size: A3
 Description: ISSUED FOR APPROVAL
 Rev A
 Date 25/6/19
 Revision A
 Date 16/7/19



ANNEXURE 'E'

Fencing:

The Developer will install fencing as per the photo attached to the boundaries highlighted in Yellow on the attached Heritage Hills Stage 2a & 2b Plan. The Orange highlighted boundaries are existing boundary fences.

