

# FOR SALE



## ALLGOODE ESTATE HAYN ROAD, GOODE BEACH

FROM \$450,000



### PENINSULA LIVING AT ITS BEST

- Underground power, phone & water
- Zoning is Special Residential
- Views of King George Sound & Harbour
- 15 minute stroll to sandy beaches
- No building time restriction
- Approximately 20 minutes to City centre



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Disclaimer: All details on the brochure are presented on the vendor's advice. Prospective purchasers should take necessary actions on their own behalf to satisfy themselves of the details of conditions, contents, fixtures and improvements in regards to this property.

Merrifield Real Estate Pty Ltd ATF JR Stewart Trust T/A Merrifield Real Estate, 258 York Street, Albany WA 6330

## ALLGOODE ESTATE HAYN ROAD, GOODE BEACH

Lot	Block Size	Price
1	6001m2	From \$450,000
2	6002m2	SOLD
3	5994m2	SOLD
4	6004m2	SOLD
5	6001m2	From \$450,000
6	5993m2	From \$450,000
7	6001m2	From \$450,000
8	6510m <sup>2</sup>	SOLD



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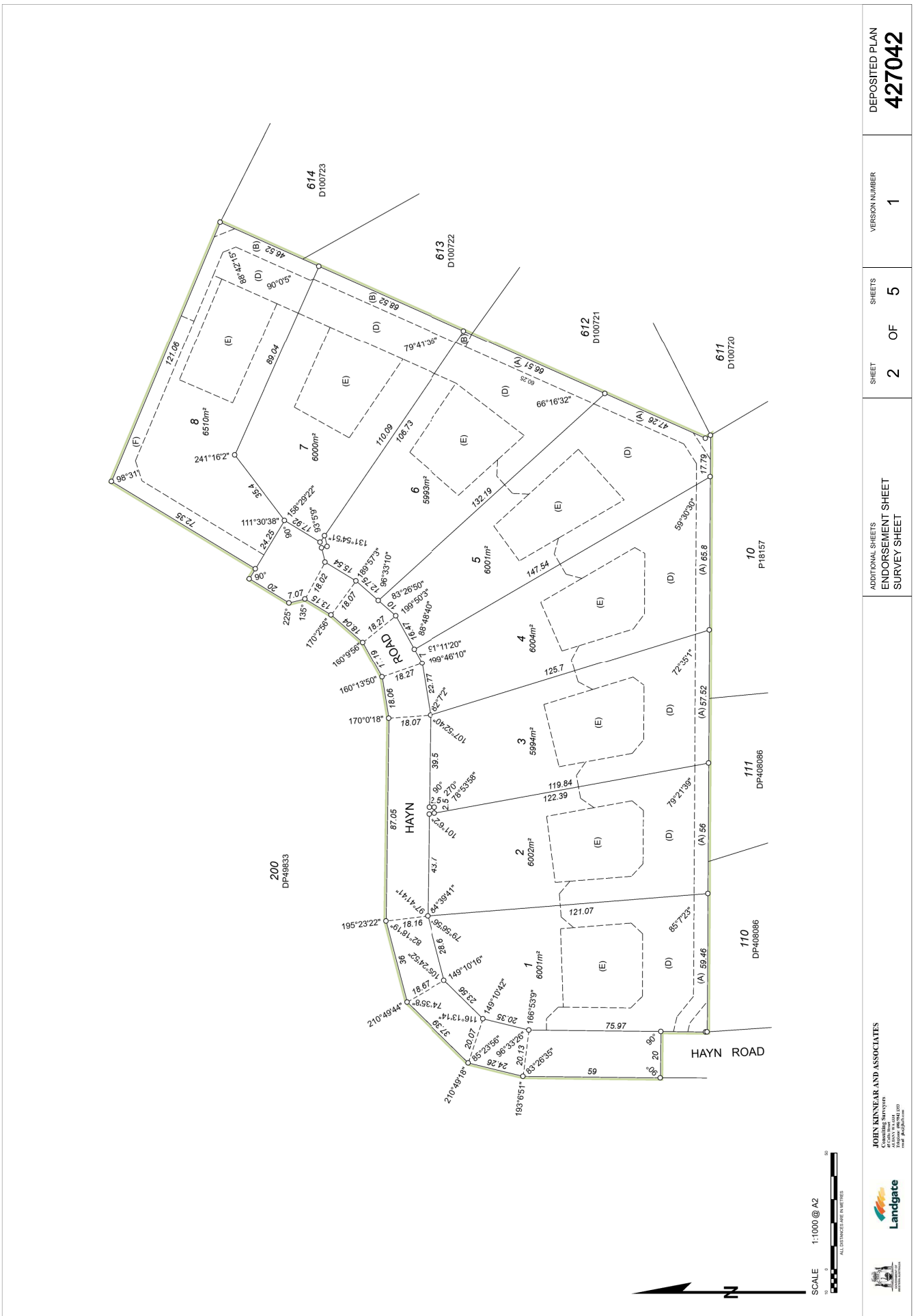
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## **Allgoode Estate - Special Conditions – 2Sep24**

### **Title**

Although the application for title has been lodged with Landgate, the Purchaser acknowledges that the property for which a deposit is being paid, does not yet have a separate certificate of title; and therefore clause JF 13.4(a) does not apply. The Seller reserves the right to cancel the sale contract for any reason and apply Lot 9000 Hayn Rd to another purpose. The Seller will not impede the Selling Agent in their returning the Deposit to the Purchaser.

### **Restrictive Covenants**

Restrictive Covenants apply to all Lots on Allgoode Estate and the Buyer in signing this contract, agrees to having received and being bound by those Covenants.

### **Albany City Council and WAPC**

Has historically intended: *“larger special residential Lots providing residential retreat living opportunities close to the natural beauty of Princess Royal Harbour, Goode Beach and Shoal Bay”, to “provide landform and vegetation protection” and that “all structures shall be so designed and constructed to ensure development of the highest quality”.*

The WAPC recommends potential Buyers acquire a copy of the subdivision Bushfire Management Plan and Australian Standard 3959 “Construction of buildings in Bushfire Prone Areas”.

### **Caveats and Damage**

The Buyer shall not lodge any caveat against the land before the date on which a separate Certificate of Title for the land issues from the Office of Titles. As this is vacant land, Joint Form conditions 6.4, 8.4 and 8.6 regarding damage do not apply.

### **Settlement**

Will occur at a mutually acceptable time soon after the Lot title is issued.

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**Allgoode Estate - Restrictive Covenants - 2Sep24**

**Zoning Change**

In Feb24 the new Local Planning Scheme 2 (LPS2), R-Coded Allgoode Estate derived Lots as R2 (in essence allowing a single dwelling, occupying less than 80% of a 5,000m2 minimum area Lot). The former TPS1 and SR13 zoning no longer exists.

**These simple covenants (developer requirements) are in addition to LPS2**

And intend to enhance the experience of all who invest and live on Allgoode Estate, with each home gaining maximum benefit from its Lot, while simultaneously impacting minimally on other homes on the Estate. They will add to property values and to the amenity of the Estate.

Purchasers should consider these covenants and provide a copy to their building designer prior to designing their homes and structures - and when selling, provide a copy to the subsequent Buyer (as the burden of these covenants runs with the Property and binds the Purchaser and their successors in title). It is hoped that Lot Owners individually and collectively will create a well harmonized eco-development that is a wonderful place to live.

Developer achievements so far include: an Estate located and shaped to create a sheltered, sunny, gently sloping, north facing aspect for all Lots - the quiet cul-de-sac road hidden by following the contour - no street lightning to spoil the night sky - all services underground - no line-of-sight fencing - a wildlife corridor at rear of each Lot - emergency access - buffering from surrounding properties - and vegetation left intact; a natural blank canvas.

**1 Road Frontages**

Aim: The view over the council reserve to the north is likely to remain uncluttered. It is therefore desirable that those views, along with the natural harmonious appearance of the Lot frontages, be retained as much as possible by avoiding a hotchpotch of fences, gates, letter boxes, power meter boxes, rubbish bins etc.

Method: Hereby: electricity meter housings and letter boxes etc. hereby should be small, as low as possible and of a colour to minimize visual impact (perhaps low-sheen Colourbond Woodland Grey) - rubbish bins should be stored within in the 1,200m2 building envelope and are to only appear at the roadside for collection - vehicles, boats and caravans etc. should only park on the street when absolutely necessary and then only temporarily.

**2 Fencing**

Aim: Retain streetside visual amenity even though regulations allow for post-and-wire fencing of frontages.

Method: As they would achieve little and adversely affect streetside aesthetics and views from the dwellings, fencing and gates at Lot frontages are hereby disallowed. Should priorities change however, at least five of the eight Lot Owners need to formally agree to allow gates and fences, and if so this covenant lapses.

*Further information: LPS2 only allows the use of post and wire fencing in R2. Post and wire fencing is allowed around and within the 1,200m2 building envelope. A condition of subdivision is that there be no fencing along Lot shared side-boundaries, and that only bollards can be used for boundary demarcation. Such bollards are already in place at all Lot corners and boundary inflections. Each bollard indicates a survey peg, safeguarded by two steel stakes; one visible and one buried. Bollards located by survey also indicate the northern extent of the development exclusion zone “fingers” along the shared boundaries of Lots A&B, B&C, C&D, D&E. A old post and wire fence, existent along the Estate eastern boundary (behind Lots E, F, G and H) - and along the Estate northern boundary (exposed to a Strategic Fire Break north of Lot H), were temporarily removed in 2023 for construction of the perimeter track, and may be replaced should respective Owners desire.*

### **3 Driveways**

Aim: Provide privacy, reduce erosion, create interest, retain visual amenity by not seeing buildings and structures straight “up the drive” from the road.

Method: Driveways are hereby defined to be slightly curved. Adjacent owners might choose to band together to share a driveway.

### **4 Front-Setback and Tree Height**

Aim: Having designed the Estate to take advantage of gentle fall to the north, retain the visual amenity and views enjoyed by all Owners by controlling placement of structures and tree plantings and heights so they do not unnecessarily degrade the views enjoyed by other Owners.

Method: The minimum front-setback of habitable buildings and other structures, is hereby to be 15m behind the Hayn Rd boundary of the building envelope shown on the Estate Deposited Plan DP427042 and subsequently the DP of each Lot. (This dimension also achieves BAL29 to habitable buildings). Hereby vehicles, caravans, boats etc. are not to be parked forward of the front-setback - outbuilding, sheds and water tanks, rubbish bins etc. are to be confined to the rear of the 1,200m<sup>2</sup> building envelope - antennas, satellite dishes, photovoltaic and hot water panels, etc. are to be located below the roof ridge line and where possible toward the rear of the building(s) – and to maintain the peacefulness of the area, noisy equipment, such as air-conditioners and fans, are to be effectively acoustically shielded and preferable placed at and facing towards the rear of the Lot.

To retain the view lines, a 5m maximum mature height limit is hereby set for planted trees between dwelling frontages and Hayn Rd (and on Lot 8, from the dwelling to the western boundary).

### **5 Visual privacy between building envelopes**

Aim: Achieve visual privacy between dwellings, and if practical between adjacent living areas and building envelopes.

Method: Within constraints and opportunities afforded by bushfire Asset Protection Zones (APZ) of “parklike appearance”, attempt to retain and nurture existing trees and saplings, and selectively plant screen vegetation between on adjacent Lots. Consideration between adjacent neighbours, building designers and bushfire practitioners at the planning and APZ fuel reduction stages, is likely to lead to optimum results for both adjacent Owners. (The topic of Attributed APZ appears elsewhere in this contract).

### **7 Introduced Weeds**

It is hoped that new Owners will continue the developer’s control of Sydney wattle, Victorian tea-tree, taylorina, scotch-thistle and rose pelargonium.

### **8 Roof Items and Materials**

To retain the natural character of the area, corrugated or steel decking roofing material is to be used (ie. not tiles). Also refer to the council’s document on “Reflective Roofs - Goode Beach”.

## 9 Perimeter Tracks

As owners of a large plot, we historically allowed the public walking access to our vacant land. Since earthworks in 2023 and until Landgate issues titles, all of Allgoode Estate remains closed to all (except Merrifield's staff & their buyers).

With titles:

- private subdivision Hayn Rd will open for public use
- every square meter of every Lot (including any portion having a perimeter track constructed upon it) will have the same "private property, keep out, trespassers prosecuted" status as any other private freehold, albeit with two exceptions:
- in times of emergency only, the public have a right of access over the perimeter tracks
- the City of Albany has the right of access to maintain the perimeter tracks

Our generosity created a few minor problems that will amplify as our large vacant plot becomes individual Lots and eventually people's homes. For this reason the developer does not intend to re-open the perimeter tracks for public access in normal (ie. non-emergency) times. Any future reconsideration of this position would require unanimous and continued support of all Owners of Lots A to E for their portion of south perimeter track - and all Owners of Lot E to H for that on the east boundary.

The Owner of Lot H:

- as it only affects their Lot, they alone can determine if they wish to let the public to walk their west boundary track and/or their north boundary track (this assumes the continuing support of the neighbouring landowner for public walking access over their private land north of Lot H)
- must allow walking access over their west boundary track/driveway for Allgoode Estate residents and their visitors
- must maintain the driveway portion of their perimeter track (except after each public emergency useage, as after such event the City of Albany must reinstate the entire perimeter track to top condition).

*Further Information: The Estate perimeter track accesses La Perouse Rd to the east, via an easement over a private home at No 82 (Lot 613) La Perouse Rd. The owners made this easement and "emergency access way" over it, available as a "public good". This access way is not to be used by any person, in any manner, at any time, for any reason - except for access at times of emergency only.*

## 10 Allgoode Estate enjoys "Land for Wildlife" status

Peace and quiet is a key reason for choosing to live in such a natural environment. Not just for humans, but also the many obvious and elusive critters and birds that already live on and visit the Estate over the seasons of a year. It is hoped that Owners, residents and visitors remain mindful of the drag unnecessary noise has; in particular dogs barking incessantly. And that it's might-neighbourly of everyone, to constrain all the noisy stuff mid-week and maybe an occasional Saturday morning, and to allow everything go peacefully and obliviously quiet on Sundays.

It is hoped these covenants will help make Allgoode Estate a great place to live.

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