



# LAKELANDS

ESTATE

## Protective Covenants

### Town Centre Residential - Stage 41

#### 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 'Ironstone' (or, if that colour is discontinued by Colorbond, the Colorbond colour that most closely matches the colour 'Ironstone') 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 'Ironstone' (or, if that colour is discontinued by Colorbond, the Colorbond colour that most closely matches the colour 'Ironstone'), 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.
- (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.



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

### Town Centre Residential - Stage 41

#### 1. Retaining Walls & Fences

##### 1.1 The Buyer acknowledges and agrees that:

- (a) 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) 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) 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) the Buyer has satisfied itself as to the location of the retaining walls or fences and any building restrictions that may result from the positioning of such retaining walls and/or fences;
- (f) 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; and
- (g) the Buyer has satisfied itself as to the positioning of the retaining walls and fences (if any) and hereby waives all rights, interests and legal claims it may have against the Seller or the Seller Agent in relation to any land that is part of the Property but separated from the Property due to the positioning of the retaining walls (if any) and consequently the fencing constructed upon the retaining walls.

1.2 The Property is sold subject to all liability (if any) to contribute to the cost of dividing fences and, unless the Seller specifically otherwise agrees in writing with the Buyer, the Seller is under no obligation whatsoever to contribute to the cost of erection of any dividing fences existing at the Contract Date or erected after the Contract Date and before Settlement.

1.3 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.

1.4 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 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.

## ANNEXURE D

- 1.5 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, keep any Uniform Fencing affecting the Property in good repair and condition at all times and promptly at its own cost repairs any damage to the Uniform Fencing.
- 1.6 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 (as shown on the plan in Attachment 1 to this Annexure D);
  - (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.
- 1.7 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.
- 1.8 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,
- (as shown on the plan in Attachment 1 to this Annexure D).
- 1.9 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.

## ANNEXURE D

- 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 specifications as shown on Attachment 2 to this Annexure D 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 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 1.1(c) 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 1.1(c) 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.



**GENERAL NOTES**

- MORTAR TO BE 1:1:6 (CEMENT : LIME PUTTY : SAND) POINTING MORTAR WITHIN 10mm OF THE COAST, POINTING NORTH TO BE 2:1:9 (CEMENT : LIME PUTTY : SAND)
- ALL BED AND PERPEND JOINTS TO BE FULLY MORTARED, POINTING UP OF ALL WALL FACES INCLUDING THE REAR SIDE OF THE TOP COURSE IS TO BE COMPLETED TO A MINIMUM OF 150mm BELOW FINISHED SURFACE LEVELS.
- ALL BACK FILLING SHALL BE CARRIED OUT USING MATERIAL WHICH SHALL GENERALLY BE SANDY IN NATURE AND FREE FROM LARGE PIECES OF ROCK TO THE EXTENT THAT THE MATERIAL CAN BE COMPACTED USING A VIBRATING PLATE COMPACTOR TO MEET THE REQUIREMENTS OF THE SPECIFICATION
- IN ALL CASES THE BACKFILL MATERIAL SHALL BE SELECTED SUCH THAT, ONCE COMPACTED, THE STANDARD OF COMPACTION CAN BE MEASURED USING A STANDARD PERTH PENETROMETER.
- FOR ALL RETAINING WALLS CONSTRUCTED UNDER THE CONTRACT THE STANDARD OF COMPACTION OF THE BACKFILL MATERIAL TO THE FRONT AND BACK OF THE WALL SHALL BE IN ACCORDANCE WITH THE BACKFILL COMPACTION TABLE SHOWN ON THIS DRAWING.
- THE CONTRACTOR SHALL PROVIDE WRITTEN CERTIFICATION OF PRACTICAL COMPLETION THAT WALL CONSTRUCTION & BACKFILL COMPACTION HAS BEEN CARRIED OUT IN ACCORDANCE WITH THIS DRAWING AND THE SPECIFICATION.
- WALL STABILITY BASED ON TERRAIN CATEGORY 2 REGION A WIND TO AS/NZS 1170.2
- NON-SACRIFICIAL ANTI-GRAFFITI COATING TO BE APPLIED TO WALLS EXPOSED TO ANY ROAD RESERVE, POS, PAV OR SCHOOL SITE.
- FENCE POSTS TO BE LOCATED A MINIMUM 1000mm FROM A CONTROL JOINT. IF A POST IS REQUIRED WITHIN 1000mm OF A CONTROL JOINT INSTALL POST TO BOTH SIDES OF A CONTROL JOINT WITHIN 350mm.
- UPON COMPLETION OF WALLS AND LOT LEVELING A SAFETY FENCE IS TO BE INSTALLED AS PER THE DETAIL SHOWN ON THIS DRAWING.
- SAFETY SIGNS 600mm x 500mm ARE TO BE INSTALLED ON SAFETY FENCE AT 30m MAX CRS. WHERE THE WALLS EXCEED 1400mm (CG) HIGH BLACK LETTERING ON A YELLOW BACKGROUND, WORDING AS FOLLOWS OR SIMILARLY APPROVED.

**WALL NOTES**

- KEEP CAVITIES CLEAR OF MORTAR DROPPINGS.
- THOROUGHLY WET INSIDE FACES OF BLOCK WORK TO PLACING CONCRETE.
- CONCRETE FOR CAVITY FILL TO BE GRADE N20, 100mm SLUMP, 14mm AGGREGATE.
- POUR CONCRETE IN MAX 900LIFTS AND PROVIDE PROPS AND BRACING AS NECESSARY TO PREVENT SPREADING OF BRICK LEAVES.
- CONCRETE TO BE COMPACTED BY THOROUGH RODDING.
- DO NOT BACKFILL WALLS UNTIL AT LEAST 7 DAYS CONCRETE PLACEMENT IN SHALLOW LAYERS AND COMPACT WITH LIGHT EQUIPMENT.

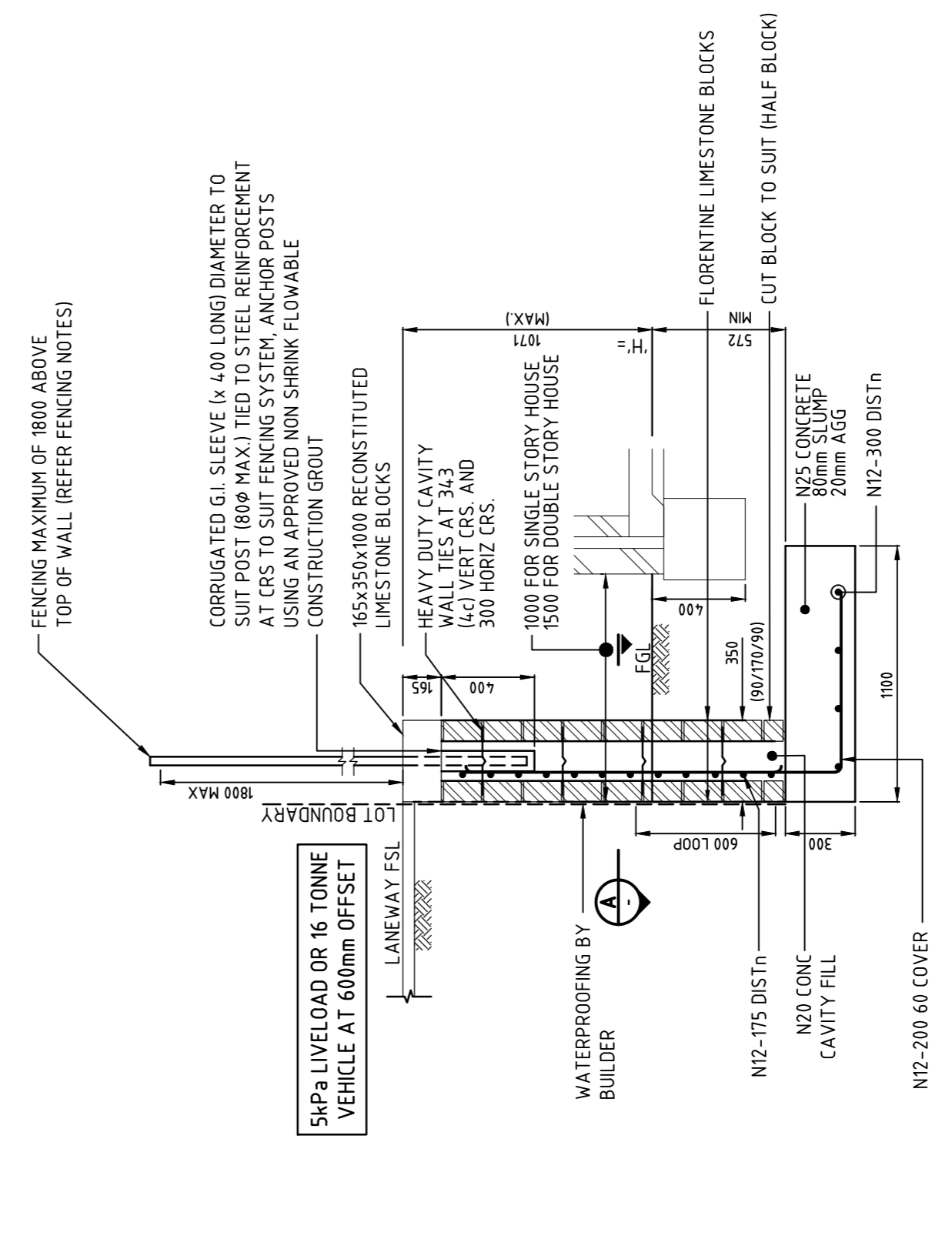
**FENCING NOTES**

- 1800mm HIGH FENCE FIXED TO POSTS AND PIERS TO MANUFACTURERS SPECIFICATION.
- POST ANCHORAGE DETAIL DESIGNED FOR WIND LOADS BASED ON REGION A, TERRAIN CATEGORY 2 AS PER AS/NZS 1170.2
- FENCING DETAIL HAS BEEN CHECKED FOR LOADING WITH WIND LOADS COMBINED WITH 5kPa SURCHARGE.

BACKFILL COMPACTION TABLE *	
PENETROMETER DEPTH (mm)	MINIMUM ACCEPTABLE No OF BLOWS PER 300mm
150 to 450	8
450 to 750	10
750 to 1050	11
1050 to 1350	12
1350 to 1650	13
1650 to 1950	13
1950 to 2250	14
2250 to 2550	14
2550 to 2850	15

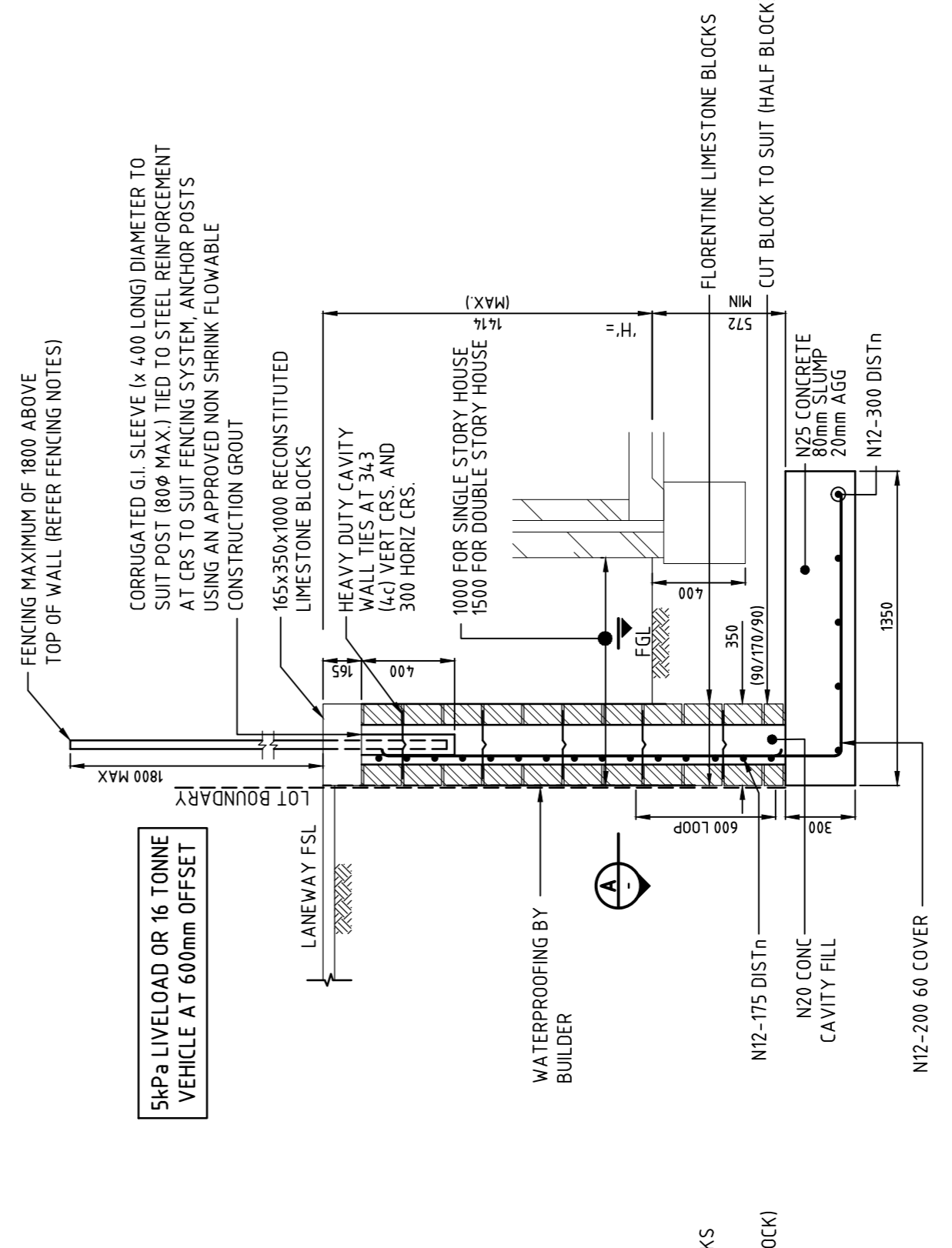
\* AN ALTERNATIVE SITE SPECIFIC BACKFILL COMPACTION TABLE MAY BE ACCEPTABLE TO THE SUPERINTENDENT IF IT CAN BE DEMONSTRATED THAT COMPACTION EQUIVALENT TO 95% MODIFIED MAXIMUM DRY DENSITY IS ACHIEVED.

**REVERSE CANTILEVER RETAINING WALL DETAIL, H = 729-1071**



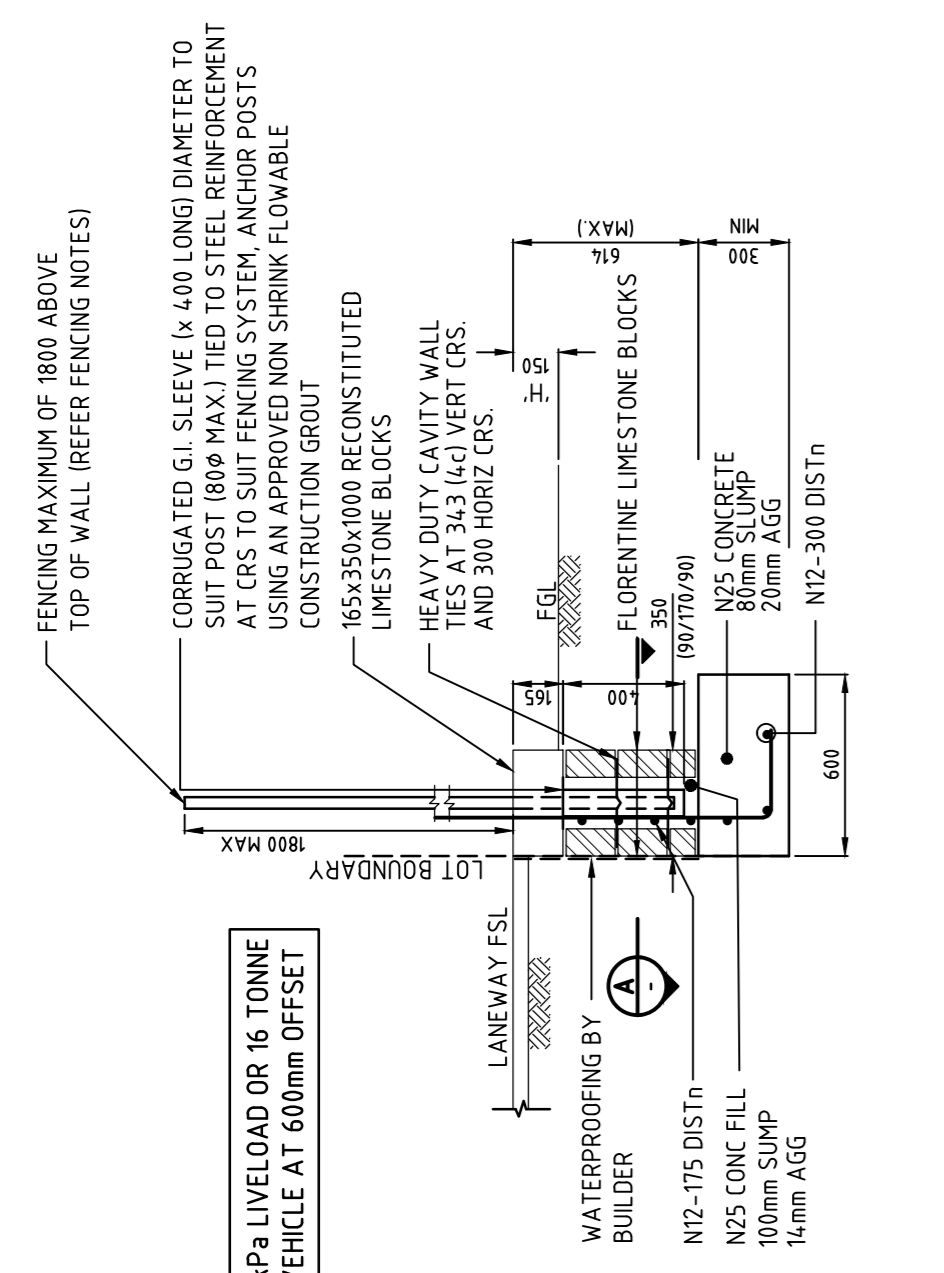
REVERSE CANTILEVER RETAINING WALL DETAIL, H = 729-1071

**REVERSE CANTILEVER RETAINING WALL DETAIL, H = 1072-1414**



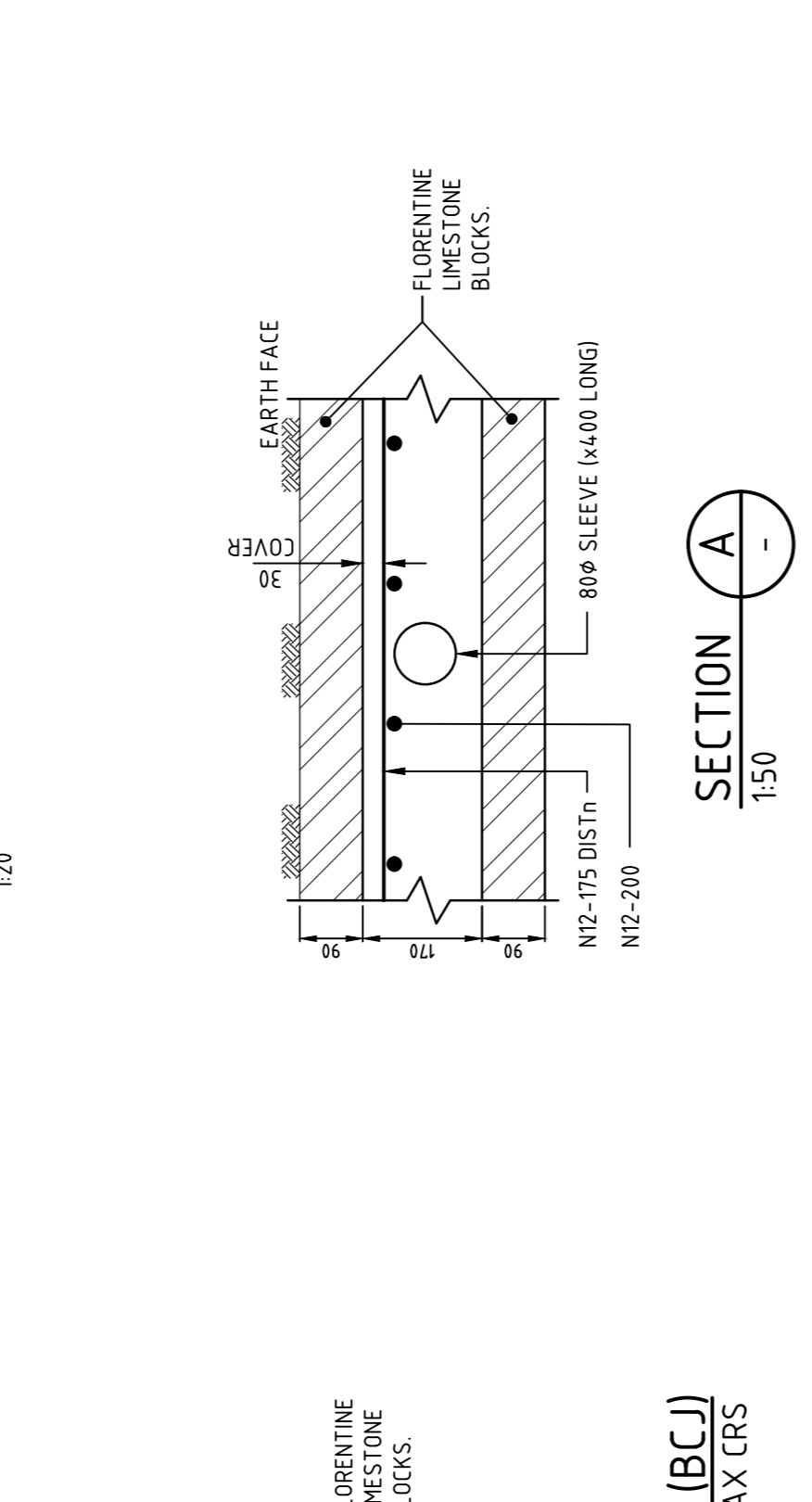
REVERSE CANTILEVER RETAINING WALL DETAIL, H = 1072-1414

**REVERSE CANTILEVER RETAINING WALL, H < 150**



REVERSE CANTILEVER RETAINING WALL, H < 150

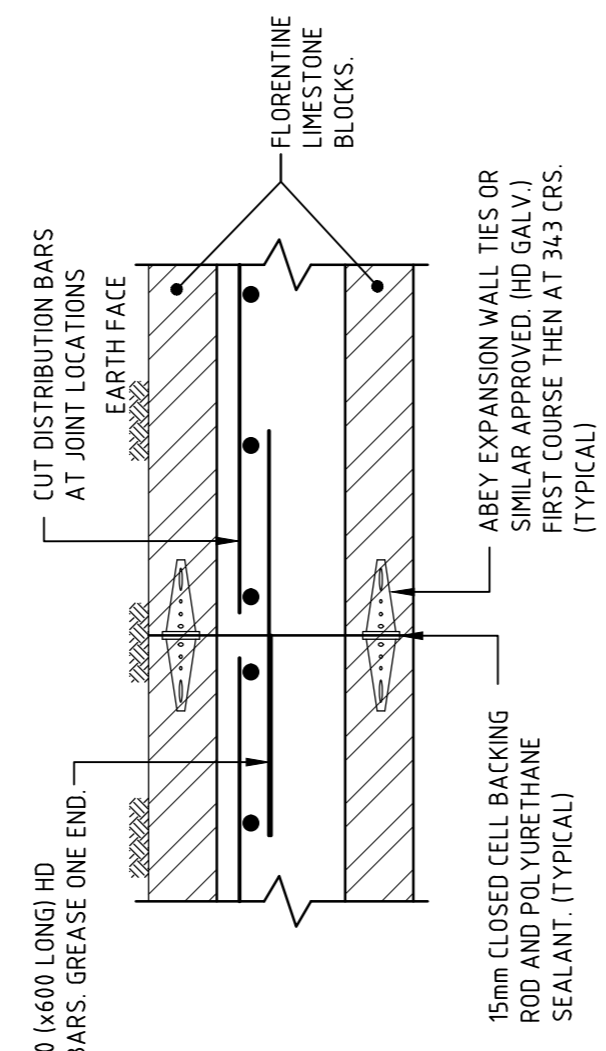
**REVERSE CANTILEVER RETAINING WALL DETAIL, H = 150-728**



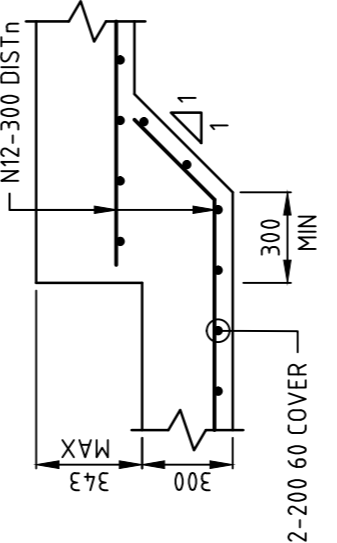
REVERSE CANTILEVER RETAINING WALL DETAIL, H = 150-728

**RETAINING WALL BLOCK CONTROL JOINT (BCJ)**

SCALE 1:50  
BLOCK CONTROL JOINTS IN RETAINING WALL TO BE 12m MAX CRS



**TYPICAL STEP DETAIL**



'WARNING'  
DO NOT WALK ON OR NEAR THE RETAINING WALLS. YOU DO SO AT YOUR OWN RISK. RISK OF SERIOUS INJURY MAY OCCUR FOR WHICH THE OWNER, DEVELOPERS AND CONTRACTORS WILL NOT ACCEPT LIABILITY.

1500 LONG STAR PICKETS WITH 2 x STRANDS OF PVC COATED WHITE SIGHTER WIRE PICKETS AT 5000 MAX. CRS. FENCING TO BE BRACED AT LOT BOUNDARIES AND CHANGES OF DIRECTION. TOP WIRE TO BE FLAGGED AT 5000 MAX. CRS. WITH YELLOW SURVEY RIBBON.

**FOR ALL WALLS 2c HIGH (EXPOSED) AND GREATER SAFETY FENCE DETAIL**

SCALE 1:50

THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION UNLESS IT HAS BEEN CERTIFIED BY A PRACTISING STRUCTURAL ENGINEER. I/AWE CERTIFY THAT THE WALLS SHOWN HAVE BEEN DESIGNED TO SUPPORT THE EFFECTIVE HEIGHT, H PLUS THE LOAD CASES SHOWN BELOW.

**RETAINING WALL DESIGN ASSUMPTIONS**

- INCLUDING THE ABOVE LOAD CASES, THE RETAINING WALLS HAVE BEEN DESIGNED FOR THE FOLLOWING:
  - 5kPa SURCHARGE PLUS WIND LOAD ON FENCE (WIND RATING A FCZ)
  - 5kPa SURCHARGE PLUS BALANCE LOAD (OCCUPANCY TYPE C3)
  - 16 TONNE VEHICLE AT 600mm OFFSET.
- FOR OTHER LOAD CASES, CERTIFICATION MUST BE OBTAINED FROM AN INDEPENDENT PRACTISING STRUCTURAL ENGINEER.
- BLOCKS MAY NOT BE ADDED TO THE TOP OF RETAINING WALLS AND GROUND LEVELS MAY NOT BE ALTERED IN THE VICINITY OF THE WALLS FOLLOWING THEIR COMPLETION WITHOUT THE APPROVAL OF AN INDEPENDENT PRACTISING STRUCTURAL ENGINEER.
- FENCES AND WALLS MAY NOT BE ADDED TO THE TOP OF RETAINING WALLS WITHOUT CERTIFICATION FROM AN INDEPENDENT PRACTISING STRUCTURAL ENGINEER. TO ENSURE AMONGST OTHER THINGS THAT THE LOADING CAUSED BY THE FENCE OR WALL IS SATISFACTORILY TRANSMITTED TO THE RETAINING WALL WITHOUT COMPROMISING THE INTEGRITY OF THE RETAINING WALL.
- SPECIAL PRECAUTIONS ARE REQUIRED IN THE SELECTION OF TREES AND SHRUBS WITH A DISTANCE EQUIVALENT TO THE HEIGHT OF THE RETAINING WALLS TO AVOID DAMAGE FROM ROOTS IMPOSING ADDITIONAL LOADS ON THE RETAINING WALLS. CONTRACTOR TO SEEK PROFESSIONAL ADVICE IN THE SELECTION OF SUITABLE TREES, SHRUBS AND PROTECTION BARRIER. ALL TREES MUST BE MAINTAINED TO AVOID IMPACT LOADS ON THE WALL OR FENCES.

STRUCTURAL ENGINEER: Terpkos Engineering Pty Ltd  
COMPANY: DATE

No.	DATE	DRAWN	APPROVED	AMENDMENT		
1	14.09.15	DM	AB	WALL DETAILS AMENDED.		
0	08.09.15	M/JH	AB	DETAILS UPDATED AND ISSUED FOR CONSTRUCTION.		
C	04.09.15	M/JH	AB	ISSUED FOR INFORMATION.		
B	11.08.15	M/JH	AB	PRELIMINARY AMENDMENTS.		
A	16.07.15	DM	BS	ISSUED FOR TENDER.		
		No.	DATE	DRAWN	APPROVED	AMENDMENT
		3	27.02.18	AI	BS	BLOCK CONTROL JOINT (BCJ) DETAIL AMENDED, CONTROL JOINT (CJ) DETAIL REVISED
		2	22.02.18	N/JW	CCB	RETAINING WALL BLOCK CONTROL JOINT (BCJ) DETAIL ADDED.

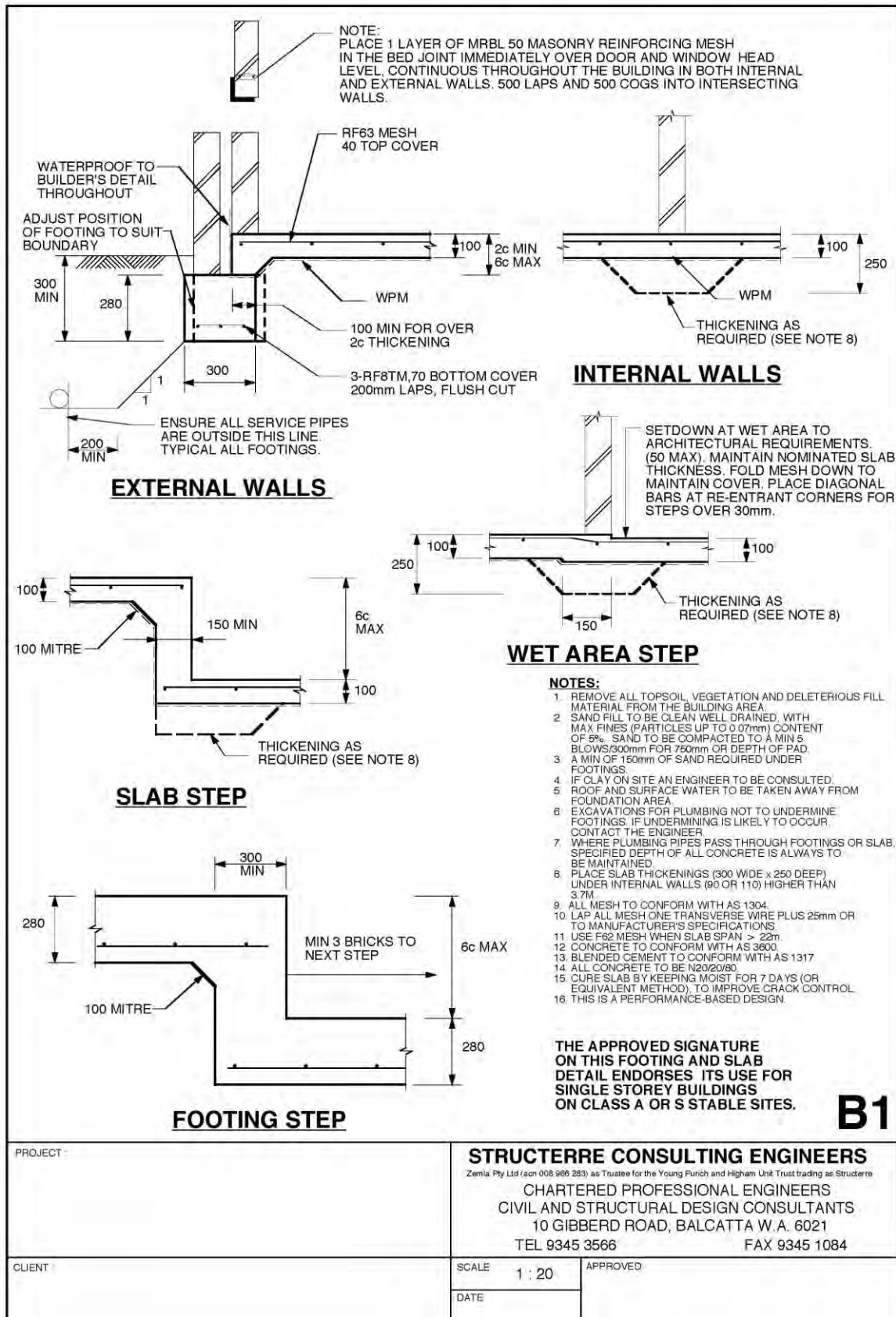
DESIGNED	CHECKED	APPROVED
TERPKOS	TABEC	
CAD	CHECKED	DATE

PROJECT	STANDARD DRAWING
TYPICAL CAVITY RETAINING WALL DETAILS IN SAND AREAS	TABEC-STD-W02

ISSUE	3
14 Wickham Street, East Perth WA 6004 T 08 9425 5900   info@tabec.com.au www.tabec.com.au	



**B1**

PROJECT :	<b>STRUTTERE CONSULTING ENGINEERS</b> <small>Zemla Pty Ltd (acn 008 969 283) as Trustee for the Young Punich and Higham Unit Trust trading as Struttere</small>	
	CHARTERED PROFESSIONAL ENGINEERS CIVIL AND STRUCTURAL DESIGN CONSULTANTS 10 GIBBERD ROAD, BALCATT A W. A. 6021 TEL 9345 3566 FAX 9345 1084	
CLIENT :	SCALE 1 : 20	APPROVED:
	DATE	

**CLASS A (NOT WA MODIFIED STANDARD)**

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**LAKELANDS**  
ESTATE

**Stormwater Drainage Requirements**

**IMPORTANT NOTICE TO BUYER**

This Annexure S contains important information of and the Buyer's obligations regarding stormwater drainage requirements in respect of the Property.

The Buyer must comply with the requirements of this Annexure S, at the Buyer's cost. If the Buyer fails to do so, there may be adverse implications for the Property as well as neighbouring or adjoining properties. These adverse implications include the risk of flooding.

The Buyer should seek independent advice in respect of any matters in this Annexure S that it is unsure of. The Buyer should not sign this Contract until the Buyer is satisfied that it understands the information set out in and the obligations imposed on the Buyer in this Annexure S.

**1. Acknowledgement**

The Buyer acknowledges and accepts that if a stormwater disposal/infiltration system, such as a soak well (**Stormwater System**), is constructed on the Property, it must:

- (a) be constructed at the Buyer's cost; and
- (b) comply with the requirements of, and, if required, be first approved by, the City of Mandurah.

**2. Stormwater System Volume Requirements**

The table below outlines the required soak well volumes for each lot within Stage 41 of the Estate based on 85% connected impervious area. The Buyer must ensure that the Stormwater System installed on the Property complies with these requirements.

<b>Lot Area (m<sup>2</sup>)</b>	<b>Lot Numbers</b>	<b>Contributing Impervious Area (85% of Lot) (m<sup>2</sup>)</b>	<b>Volume to Infiltrate on Site (first 15mm) (m<sup>3</sup>)</b>
129	2	109.6	1.64
141	3	119.8	1.80
149	1	126.6	1.90
183	5	155.5	2.33
184	6, 7, 8, 9, 29, 30, 31, 32	156.4	2.35
185	10, 11, 12, 13	157.2	2.36

229	4	194.6	2.92
230	25, 26, 27, 28, 33	195.5	2.93
231	14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24	196.3	2.95
576	34	489.6	7.34

### 3. Stormwater Approval

The Buyer acknowledges and accepts that:

- (a) nothing in this Annexure S in any way signifies or constitutes an approval from the City of Mandurah to a Stormwater System;
- (b) the issue of a building permit by the City of Mandurah in respect of a dwelling or other structure to be constructed on the Property does not in any way signify or constitute an approval from the City of Mandurah to a Stormwater System; and
- (c) the Buyer must, at its cost, seek separate approval to the proposed Stormwater System directly from the City of Mandurah.

### 4. Indemnity and Release

- (a) The Buyer releases the Seller and the Seller Agent against any claim, liability, loss, damage or expense that the Seller and/or Seller Agent incurs or suffers, as a result of the Buyer failing to comply with its obligations under this Annexure S.
- (b) The Buyer indemnifies and agrees to keep indemnified the Seller and the Seller Agent from and against any liability, claim, action or demand brought against, suffered or incurred by the Seller and/or Seller Agent in respect of any damage, loss, injury or death that is caused or contributed to by, arising out of, or in any way in connection with the Buyer failing to comply with its obligations under this Annexure S, except to the extent that such loss, injury or damage results from a negligent act or omission of the Seller or the Seller Agent.

### 5. No Objection or Claim

The Buyer acknowledges and accepts that:

- (a) the Buyer has made their own investigations, and has satisfied itself, regarding:
  - (i) the impact that the matters in this Annexure S may have on the Buyer's use and enjoyment of the Property;
  - (ii) the implications that may result from the Buyer failing to comply with its obligations under this Annexure S, including the potential risk of flooding to the Property and neighbouring or adjoining properties; and
  - (iii) the extent of all building requirements or restrictions (and associated costs) as a result of the requirements of the City of Mandurah (if any) in respect of the Stormwater System;
- (b) the Buyer will have no right to terminate the Contract, defer or delay Settlement or claim compensation in relation to:
  - (i) the requirements imposed by the City of Mandurah in respect of storm water drainage (if any);
  - (ii) restrictions on the development and use of the Property as a result of the requirements imposed by the City of Mandurah (if any); or
  - (iii) the effect of the City of Mandurah's stormwater requirements on, among other things, the cost of constructing a dwelling on the Property (if any); and
- (c) it is the Buyer's responsibility to clarify all requirements with the City of Mandurah directly, prior to constructing a Stormwater System on the Property.