



# LAKELANDS

ESTATE

## Protective Covenants Bulky Goods Residential - Stage 40

### 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.



## ANNEXURE B

- (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.



## Landscaping, Reticulation and Fencing Bonus Offers Bulky Goods Residential - Stage 40

The Seller agrees to provide, at the Seller's expense landscaping, reticulation and fencing for the Property, as on the terms and conditions set out below in this Annexure C:

### 1. Front Landscaping Bonus (Landscaping Bonus)

- 1.1. "Winter Green" or "Greenlees Park" instant roll on turf up to 70% to the front garden forward of the building line but within the Property boundaries.
- 1.2. "Winter Green" or "Greenlees Park" instant roll verge area between the public street boundary of the Property and the back of the road kerb or an alternative landscape treatment determined by the Seller, acting reasonably.
- 1.3. Black jungle mulch or similar to garden bed areas.
- 1.4. An irrigation system limited to service the front garden and verge area forward of the building set back line, supplied from the mains water supply.
- 1.5. An assortment of shrubs.
- 1.6. At the election of the Buyer, either:
  - (a) grasstree and feature boulders; or
  - (b) mature plantings; or
  - (c) hard landscaping (non-structural),
 to be planted or inserted in the front garden forward of the building line but within the Property boundaries.

### 2. Side Fencing Bonus (Fencing Bonus)

- 2.1. Supply and erect Colorbond fencing to the side boundaries of the Property, except to areas forward of the building line or where the boundary abuts a public street or laneway or as required by the Protective Covenants contained in Annexure B to this Contract (**Fencing**).
- 2.2. The designated colour for the Fencing is to be 'Ironstone' or, if that colour is discontinued by Colorbond, the Colorbond colour that most closely matches the colour 'Ironstone'.

### 3. Terms & Conditions

- 3.1 The Buyer acknowledges and agrees that:
  - (a) the Landscaping Bonus and the Fencing Bonus are:
    - (i) personal to the Buyer, and
    - (ii) provided to the Buyer as an inducement for entering into this Contract; and
  - (b) for the reasons specified in clause 3.1(a) of this Annexure C, the Landscaping Bonus and the Fencing Bonus will cease to be payable by the Seller if the Buyer transfers the Property to a third party prior to the due date for provision of the Landscaping Bonus and/or the Fencing Bonus.
- 3.2 The Landscaping Bonus and Fencing Bonus offers are subject to and conditional upon the Buyer:
  - (a) accepting that the extent and amount of the Landscaping Bonus and the Fencing Bonus shall be determined by the Seller, acting reasonably;
  - (b) accepting that the Landscaping Bonus and the Fencing Bonus is not redeemable for cash or any other product or service;
  - (c) completing construction of and occupying the house on the Property within 18 months from the Settlement Date or such longer timeframe agreed to by the Seller in writing (acting reasonably);
  - (d) not materially breaching any of the Protective Covenants as set out in Annexure B of this Contract;
  - (e) having received approval of the house plans and specifications from the Seller prior to commencement of construction of the house on the Property; and
  - (f) requesting commencement of the works the subject of the Landscaping Bonus and the Fencing Bonus, together with the Buyer's election under clause 1.6 of this Annexure C, within two months of an occupancy permit being issued in respect of the house constructed on the Property, which timeframe the Buyer acknowledges to be reasonable.

- 3.3 The Landscaping Bonus offer is also subject to and conditional upon the Buyer:
- (a) removing all rubbish and rubble and levelling the area to be grassed and reticulated in preparation for the landscaping works to commence;
  - (b) ensuring the final level of the soil is approximately 40mm (1.5 inches) below the top of that hard area, where the proposed turfed area meets the kerb, driveway or path;
  - (c) installing a 90mm PVC stormwater pipe beneath the driveway, offset 4m from the front of the carport/garage for Properties where vehicle access is not from a rear laneway, to assist in minimising disruption to paving which may otherwise occur during installation of the irrigation system;
  - (d) accepting that the Landscaping Bonus can only be used to landscape the front garden and street verge (for corner lots only) and cannot be exchanged for landscaping any other area;
  - (e) accepting the Landscaping Bonus is for a base landscaping and reticulation package and does not include any hard landscaping works (for example: paving, retaining walls or rockeries) other than as elected by the Buyer in accordance with clause 1.6 of this Annexure C;
  - (f) providing the Seller's landscaping contractor a copy of the Property site plan to assist with the landscape design consultation; and
  - (g) maintaining the verge areas in accordance with any policy of any Authority, including the City of Mandurah, regarding verge maintenance.
- 3.4 The Fencing Bonus offer is also subject to and conditional upon, the Buyer:
- (a) removing all rubbish and rubble and levelling the area to be fenced;
  - (b) ensuring that all survey pegs are in place; and
  - (c) obtaining the adjoining property owner's acceptance that the dividing fence will not necessarily be exactly on the boundary and in the case where there is retaining wall erected by the Seller on or near the boundary the dividing fence will be erected on the centreline of the retaining wall projected for the entire length of that boundary.



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

### Bulky Goods Residential - Stage 40

#### 1. Retaining Walls & Fences

- 1.1 The Seller must use its reasonable endeavours to ensure that all retaining walls, dividing walls and fences erected by the Seller on the Property are erected as close to the boundary line of the Property as is reasonably practicable.
- 1.2 The Buyer acknowledges and agrees that:
- (a) subject to clause 1.1 of this Annexure D, 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) subject to the Seller complying its obligations under clause 1.1 of this Annexure D, 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) subject to the Seller complying with its obligations under clause 1.1 of this Annexure 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) subject to clause 1.1 of this Annexure D, 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.
- 1.3 The Buyer acknowledges and agrees that:
- (a) the Buyer must not make any claim against the Seller for any fencing costs or expenses where the Seller owns land adjoining the Property; and
  - (b) the Buyer may not ask the Seller to contribute to the cost of erecting, maintaining or repairing any dividing fence or other fence within the Estate (whether under the *Dividing Fences Act 1961* (WA) or otherwise) because the Purchase Price payable under this Contract has already been reduced by an amount assessed by the Seller to cover the Seller's estimated expenses in respect of contributions as adjoining proprietor to the costs of fencing to Property.
- 1.4 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.
- 1.5 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

## ANNEXURE D

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.

1.6 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, repair any damage to the Uniform Fencing which it causes in breach of clause 1.6(a) of this Annexure D.

1.7 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;
- (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.

1.8 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.

1.9 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.

1.10 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.

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 Structural Engineer's 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 Except in the case of fraud or misrepresentation, 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 4.1(e) of this Annexure D but subject to the Seller complying with its obligations under clause 1.1 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 4.1(e) 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.



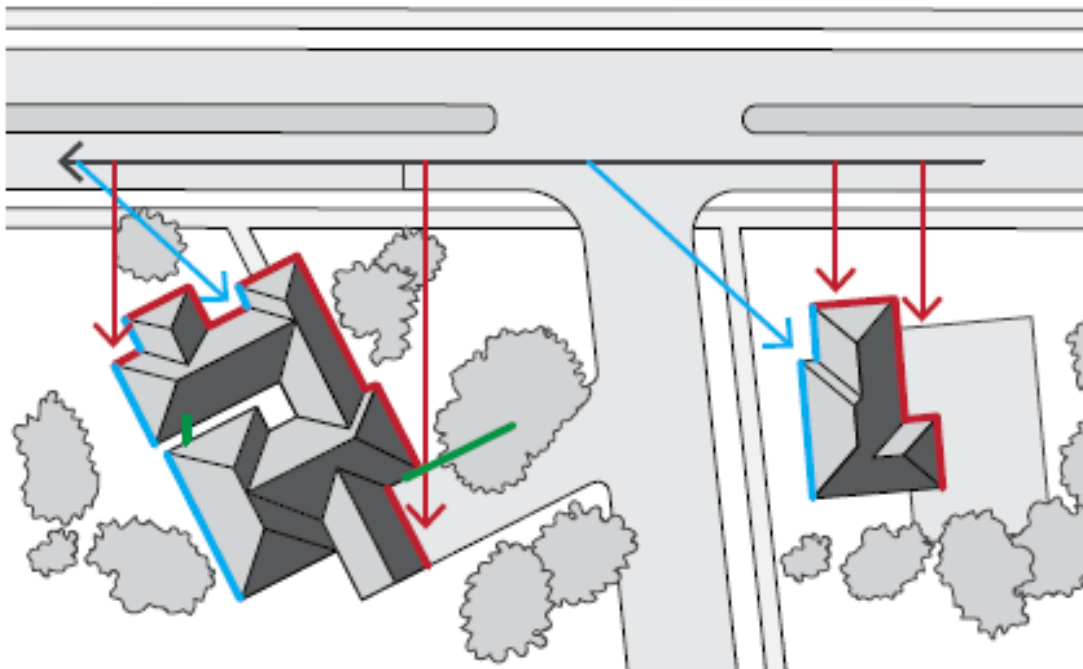
## Appendix B – Quiet House Packages

The packages and information provided on the following pages are taken from *Road and Rail Noise Guidelines* (September 2019).

Where outdoor and indoor noise levels received by a noise-sensitive land-use and/or development exceed the policy's noise target, implementation of quiet house requirements is an acceptable solution.

With regards to the packages, the following definitions are provided:

- **Facing** the transport corridor (red): Any part of a building façade is 'facing' the transport corridor if any straight line drawn perpendicular (at a 90 degree angle) to its nearest road lane or railway line intersects that part of the façade without obstruction (ignoring any fence).
- **Side-on** to transport corridor (blue): Any part of a building façade that is not 'facing' is 'side-on' to the transport corridor if any straight line, at any angle, can be drawn from it to intersect the nearest road lane or railway line without obstruction (ignoring any fence).
- **Opposite** to transport corridor (green): Neither 'side on' nor 'facing', as defined above.



## Quiet House Package A

56-58 dB  $L_{Aeq}(\text{Day})$  & 51-53 dB  $L_{Aeq}(\text{Night})$

Element	Orientation	Room	
		Bedroom	Indoor Living and Work Areas
External Windows	Facing	<ul style="list-style-type: none"> <li>Up to 40% floor area (<math>R_w + C_{tr} \geq 28</math>):               <ul style="list-style-type: none"> <li>Sliding or double hung with minimum 10mm single or 6mm-12mm-10mm double insulated glazing;</li> <li>Sealed awning or casement windows with minimum 6mm glass.</li> </ul> </li> <li>Up to 60% floor area (<math>R_w + C_{tr} \geq 31</math>):               <ul style="list-style-type: none"> <li>Sealed awning or casement windows with minimum 6mm glass.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Up to 40% floor area (<math>R_w + C_{tr} \geq 25</math>):               <ul style="list-style-type: none"> <li>Sliding or double hung with minimum 6mm single or 6mm-12mm-6mm double insulated glazing;</li> </ul> </li> <li>Up to 60% floor area (<math>R_w + C_{tr} \geq 28</math>);</li> <li>Up to 80% floor area (<math>R_w + C_{tr} \geq 31</math>).</li> </ul>
	Side On	As above, except $R_w + C_{tr}$ values may be 3 dB less or max % area increased by 20%.	
	Opposite	No specific requirements	
External Doors	Facing	<ul style="list-style-type: none"> <li>Fully glazed hinged door with certified <math>R_w + C_{tr} \geq 28</math> rated door and frame including seals and 6mm glass.</li> </ul>	<ul style="list-style-type: none"> <li>Doors to achieve <math>R_w + C_{tr} \geq 25</math>:               <ul style="list-style-type: none"> <li>35mm Solid timber core hinged door and frame system certified to <math>R_w 28</math> including seals;</li> <li>Glazed sliding door with 10mm glass and weather seals.</li> </ul> </li> </ul>
	Side On	As above, except $R_w + C_{tr}$ values may be 3 dB less.	
	Opposite	No specific requirements	
External Walls	All	<ul style="list-style-type: none"> <li><math>R_w + C_{tr} \geq 45</math>:           <ul style="list-style-type: none"> <li>Two leaves of 90mm thick clay brick masonry with minimum 20mm cavity; or</li> <li>Single leaf of 150mm brick masonry with 13mm cement render on each face; or</li> <li>One row of 92mm studs at 600mm centres with:               <ul style="list-style-type: none"> <li>Resilient steel channels fixed to the outside of the studs; and</li> <li>9.5mm hardboard or fibre cement sheeting or 11mm fibre cement weatherboards fixed to the outside;</li> <li>75mm thick mineral wool insulation with a density of at least 11kg/m<sup>3</sup>; and</li> <li>2 x 16mm fire-rated plasterboard to inside.</li> </ul> </li> </ul> </li> </ul>	
Roofs and Ceilings	All	<ul style="list-style-type: none"> <li><math>R_w + C_{tr} \geq 35</math>;</li> <li>Concrete or terracotta tile or metal sheet roof with sarking and at least 10mm plasterboard.</li> </ul>	
Outdoor Living Areas		At least one outdoor living area located on the opposite side of the building from the transport corridor and/or at least one ground level outdoor living area screened using a solid continuous fence or other structure of minimum 2 metres height above ground level.	

## Quiet House Package B

59-62 dB  $L_{Aeq}(\text{Day})$  & 54-57 dB  $L_{Aeq}(\text{Night})$

Element	Orientation	Room	
		Bedroom	Indoor Living and Work Areas
External Windows	Facing	<ul style="list-style-type: none"> <li>Up to 40% floor area (<math>R_w + C_{tr} \geq 31</math>):               <ul style="list-style-type: none"> <li>Fixed sash, awning or casement with minimum 6mm glass or 6mm-12mm-6mm double insulated glazing.</li> </ul> </li> <li>Up to 60% floor area (<math>R_w + C_{tr} \geq 34</math>):               <ul style="list-style-type: none"> <li>Fixed sash, awning or casement with minimum 10mm glass or 6mm-12mm-10mm double insulated glazing.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Up to 40% floor area (<math>R_w + C_{tr} \geq 28</math>):               <ul style="list-style-type: none"> <li>Sliding or double hung with 6mm-12mm-10mm double insulated glazing;</li> <li>Sealed awning or casement windows with minimum 6mm glass.</li> </ul> </li> <li>Up to 60% floor area (<math>R_w + C_{tr} \geq 31</math>);</li> <li>Up to 80% floor area (<math>R_w + C_{tr} \geq 34</math>).</li> </ul>
	Side On	As above, except $R_w + C_{tr}$ values may be 3 dB less or max % area increased by 20%.	
	Opposite	As above, except $R_w + C_{tr}$ values may be 6 dB less or max % area increased by 20%.	
External Doors	Facing	<ul style="list-style-type: none"> <li>Fully glazed hinged door with certified <math>R_w + C_{tr} \geq 31</math> rated door and frame including seals and 10mm glass.</li> </ul>	<ul style="list-style-type: none"> <li>Doors to achieve <math>R_w + C_{tr} \geq 28</math>:               <ul style="list-style-type: none"> <li>40mm Solid timber core hinged door and frame system certified to <math>R_w 32</math> including seals;</li> <li>Fully glazed hinged door with certified <math>R_w + C_{tr} \geq 28</math> rated door and frame including seals and 6mm glass.</li> </ul> </li> </ul>
	Side On	As above, except $R_w + C_{tr}$ values may be 3 dB less or max % area increased by 20%.	
	Opposite	As above, except $R_w + C_{tr}$ values may be 6 dB less or max % area increased by 20%.	
External Walls	All	<ul style="list-style-type: none"> <li><math>R_w + C_{tr} \geq 50</math>:           <ul style="list-style-type: none"> <li>Two leaves of 90mm thick clay brick masonry with minimum 50mm cavity between leaves and 25mm glasswool or polyester (<math>24\text{kg/m}^3</math>). Resilient ties used where required to connect leaves.</li> <li>Two leaves of 110mm clay brick masonry with minimum 50mm cavity between leaves and 25mm glasswool or polyester insulation (<math>24\text{kg/m}^3</math>).</li> <li>Single leaf of 220mm brick masonry with 13mm cement render on each face.</li> <li>150mm thick unlined concrete panel or 200mm thick concrete panel with one layer of 13mm plasterboard or 13mm cement render on each face.</li> <li>Single leaf of 90mm clay brick masonry with:               <ul style="list-style-type: none"> <li>A row of 70mm x 35mm timber studs or 64mm steel studs at 600mm centres;</li> <li>A cavity of 25mm between leaves;</li> <li>50mm glasswool or polyester insulation (<math>11\text{kg/m}^3</math>) between studs; and</li> <li>One layer of 10mm plasterboard fixed to the inside face.</li> </ul> </li> </ul> </li> </ul>	
Roofs and Ceilings	All	<ul style="list-style-type: none"> <li><math>R_w + C_{tr} \geq 35</math>:           <ul style="list-style-type: none"> <li>Concrete or terracotta tile or metal sheet roof with sarking and at least 10mm plasterboard ceiling with R3.0+ fibrous insulation.</li> </ul> </li> </ul>	
Outdoor Living Areas	At least one outdoor living area located on the opposite side of the building from the transport corridor and/or at least one ground level outdoor living area screened using a solid continuous fence or other structure of minimum 2.4 metres height above ground level.		

## Quiet House Package C

63-66 dB  $L_{Aeq}(\text{Day})$  & 58-61 dB  $L_{Aeq}(\text{Night})$

Element	Orientation	Room	
		Bedroom	Indoor Living and Work Areas
External Windows	Facing	<ul style="list-style-type: none"> <li>Up to 20% floor area (<math>R_w + C_{tr} \geq 31</math>):               <ul style="list-style-type: none"> <li>Fixed sash, awning or casement with minimum 6mm glass or 6mm-12mm-6mm double insulated glazing.</li> </ul> </li> <li>Up to 40% floor area (<math>R_w + C_{tr} \geq 34</math>):               <ul style="list-style-type: none"> <li>Fixed sash, awning or casement with minimum 10mm glass or 6mm-12mm-10mm double insulated glazing.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Up to 40% floor area (<math>R_w + C_{tr} \geq 31</math>):               <ul style="list-style-type: none"> <li>Fixed sash, awning or casement with minimum 6mm glass or 6mm-12mm-6mm double insulated glazing.</li> </ul> </li> <li>Up to 60% floor area (<math>R_w + C_{tr} \geq 34</math>):               <ul style="list-style-type: none"> <li>Fixed sash, awning or casement with minimum 10mm glass or 6mm-12mm-10mm double insulated glazing.</li> </ul> </li> </ul>
	Side On	As above, except $R_w + C_{tr}$ values may be 3 dB less or max % area increased by 20%.	
	Opposite	As above, except $R_w + C_{tr}$ values may be 6 dB less or max % area increased by 20%.	
External Doors	Facing	<ul style="list-style-type: none"> <li>Not recommended.</li> </ul>	<ul style="list-style-type: none"> <li>Doors to achieve <math>R_w + C_{tr} \geq 30</math>:               <ul style="list-style-type: none"> <li>Fully glazed hinged door with certified <math>R_w + C_{tr} \geq 31</math> rated door and frame including seals and 10mm glass;</li> <li>40mm Solid timber core side hinged door, frame and seal system certified to <math>R_w 32</math> including seals. Any glass inserts to be minimum 6mm.</li> </ul> </li> </ul>
	Side On	As above, except $R_w + C_{tr}$ values may be 3 dB less or max % area increased by 20%.	
	Opposite	As above, except $R_w + C_{tr}$ values may be 6 dB less or max % area increased by 20%.	
External Walls	All	<ul style="list-style-type: none"> <li><math>R_w + C_{tr} \geq 50</math>:           <ul style="list-style-type: none"> <li>Two leaves of 90mm thick clay brick masonry with minimum 50mm cavity between leaves and 25mm glasswool or polyester insulation (<math>24\text{kg/m}^3</math>). Resilient ties used where required to connect leaves.</li> <li>Two leaves of 110mm clay brick masonry with minimum 50mm cavity between leaves and 25mm glasswool or polyester insulation (<math>24\text{kg/m}^3</math>).</li> <li>Single leaf of 220mm brick masonry with 13mm cement render on each face.</li> <li>150mm thick unlined concrete panel or 200mm thick concrete panel with one layer of 13mm plasterboard or 13mm cement render on each face.</li> <li>Single leaf of 90mm clay brick masonry with:               <ul style="list-style-type: none"> <li>A row of 70mm x 35mm timber studs or 64mm steel studs at 600mm centres;</li> <li>A cavity of 25mm between leaves;</li> <li>50mm glasswool or polyester insulation (<math>11\text{kg/m}^3</math>) between studs; and</li> <li>One layer of 10mm plasterboard fixed to the inside face.</li> </ul> </li> </ul> </li> </ul>	
Roofs and Ceilings	All	<ul style="list-style-type: none"> <li><math>R_w + C_{tr} \geq 40</math>:           <ul style="list-style-type: none"> <li>Concrete or terracotta tile roof with sarking, or metal sheet roof with foil backed R2.0+ fibrous insulation between steel sheeting and roof battens;</li> <li>R3.0+ insulation batts above ceiling;</li> <li>2 x 10mm plasterboard ceiling or 1 x 13mm sound-rated plasterboard affixed using steel furring channel to ceiling rafters.</li> </ul> </li> </ul>	
Outdoor Living Areas		At least one outdoor living area located on the opposite side of the building from the transport corridor and/or at least one ground level outdoor living area screened using a solid continuous fence or other structure of minimum 2.4 metres height above ground level.	

## **Mechanical Ventilation requirements**

In implementing the acceptable treatment packages, the following mechanical ventilation / air-conditioning considerations are required:

- Acoustically rated openings and ductwork to provide a minimum sound reduction performance of  $R_w$  40 dB into sensitive spaces;
- Evaporative systems require attenuated ceiling air vents to allow closed windows;
- Refrigerant based systems need to be designed to achieve National Construction Code fresh air ventilation requirements;
- Openings such as eaves, vents and air inlets must be acoustically treated, closed or relocated to building sides facing away from the corridor where practicable.

## **Notification**

Notifications on title advise prospective purchasers of the potential for noise impacts from major transport corridors and help with managing expectations.

The Notification is to state as follows:

*This lot is in the vicinity of a transport corridor and is affected, or may in the future be affected, by road and rail transport noise. Road and rail transport noise levels may rise or fall over time depending on the type and volume of traffic.*