

**MEMORANDUM OF ENCUMBRANCE**

CERTIFICATE(S) OF TITLE BEING ENCUMBERED

The Whole of the land comprised in Certificate of Title Register Book  
**Volume Folio**

ESTATE AND INTEREST

An estate in fee simple

ENCUMBRANCES

Agreement No. 11832238

ENCUMBRANCER (Full Name and Address)

ENCUMBRANCEE (Full Name, Address and Mode of Holding)

**JOE'S GOLDEN GASOLINE CLASSIC IMPORTS PTY.LTD.** (A.C.N.: 065 311 462)  
 OF 357 MARTINS ROAD PARAFIELD GARDENS SA 5107

OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON WITH AN ANNUITY OR RENT CHARGE OF

(a) Insert the amount of the annuity or rent charge

(a) TEN CENTS \$0.10 (if demanded)

(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"

(b) TO BE PAID TO THE ENCUMBRANCEE as a yearly rent charge for a term of 999 years commencing on the date of this Encumbrance

(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2.

(c) AT THE TIMES AND IN THE MANNER FOLLOWING on the first day of January in each year commencing on the 1<sup>st</sup> day of January following the date of this Encumbrance AND with the performance and observance of the following covenants

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

**The purpose of this encumbrance**

1. The encumbrancer on page 1 (“you”, “your”) grants this encumbrance –
  - 1.1. for the benefit of the encumbrancee on page 1 (“we”, “our”, “us”)
  - 1.2. for the benefit of each present and future owner of the land
  - 1.3. to charge the land on page 1 (“the land”) with the payment of the annuity on page 1 (“the rent charge”)
  - 1.4. for the purpose of a common building scheme for the development zone (“development zone”)
  - 1.5. with the intent that its covenants run with the land and be binding also on anyone who becomes the owner of the land after you.

**Interpreting this encumbrance**

2. In this encumbrance, unless the contrary intention appears –
  - 2.1. “the land” means all the land and any rights and easements described above
  - 2.2. “development zone” means allotments 50 – 135 in the Deposited Plan.
  - 2.3. “special building features” means features relating to recycling , energy conservation and or environmental management
  - 2.4. “building design and guidelines” means residential dwelling designs and plans incorporating but not limited to :-
    - Building Envelope and Set Backs
    - Site Coverage
    - Private Open Space (POS)
    - Heights and Scales for Single Storey and Two Storey dwellings
    - Materials , Finishes and Colours
    - Fencing Principles
    - Driveways and Crossovers
    - Landscape Designs
    - Sustainability / Renewable Energy
  - 2.5. “development” means work of any kind, including but not limited to –
    - “building works” as defined in the Building Works Contractors Act
    - the construction or alteration of any permanent or temporary structure
    - earthworks or landscaping of any kind
    - repairs, painting or improvements of any kind
  - 2.6. reference to giving access to us includes giving access to our employees agents and contractors
  - 2.7. reference to a party includes the party’s successors and transferees (and also the party’s personal representatives if the party is a natural person)

- 2.8. reference to any statute includes statutes which change or replace it and
- 2.9. any word indicating the singular includes the plural and vice versa

**3. If there are more than one of you then –**

- 3.1. we only have to give notices to one of you and
- 3.2. all your obligations in this encumbrance are joint and several

**4. Restrictions on the use and Building Development upon the land.**

You must use the land only for private residential purposes

**Dwelling**

During the continuance of this encumbrance, you SHALL NOT:

- 4.1. erect or cause to be erected any building or structure other than one main dwelling house together with the usual domestic outbuildings ancillary to the use of such dwelling house.
- 4.2. place any advertising or business signage on the land or in the front window or on the walls of any residential dwelling house except real estate signage associated with the sale of an established home.
- 4.3. delay or permit to be delayed the completion of the construction of the dwelling house after construction of the same has commenced.

**Carport/Sheds**

During the continuance of this encumbrance, you SHALL NOT:

- 4.4. erect or cause to be erected unless otherwise approved by us on the land any dwelling house which does not provide accommodation for at least one vehicle either in the form of one carport under the main roof or the dwelling house or other suitable free standing vehicle accommodation having a roof line similar in style and of the same roofing materials as that of the dwelling house.
- 4.5. erect or cause to be erected any shed, garden shed or outbuilding which shall be other than a maximum height of 2.4 m with a ridge height of 3.0m.
- 4.6. erect or cause to be erected any shed or outbuilding within 10 m of any road or reserve
- 4.7. erect or cause to be erected any shed or outbuilding except that the same shall be constructed with "Smooth Cream" or "Willow" (or such other colour in the colourbond range approved by us) coloured material and be of powder coated cladding.
- 4.8. erect or cause to be erected any shed or outbuilding greater in area than 10m<sup>2</sup> without first obtaining prior written approval from both the relevant council and us.

**5. Standard Development Guidelines.**

You must obey any development and building guidelines we issue from time to time relating to carrying out any development and building on the land and in particular to the standard guidelines incorporated herein and which form part of this Encumbrance.

**6. Fencing**

During the continuance of this encumbrance you shall not :

- 6.1 erect or cause to be erected any fence forward of the building alignment or on the front alignment of the land (unless the land is a corner allotment and has two front alignments) in which case you may erect a fence along one of the front alignments for the purpose of enclosing a ground at the rear of the land provided that such fence does not extend within 8m of the front alignment. You may, with our prior written approval, erect a decorative fence of not more than 1.2 m in height (made of new, non-reflective materials) at such place or places and of such design as we may from time to time determine.

6.2 erect or cause to be erected any fence on the land which is less than 1800 mm in height and all fencing shall be constructed of powder coated steel materials in either a post and rail style or a good neighbour modular style and shall be the colour "Willow" (in the colourbond range) on both sides.

**7. Landscaping and Maintenance**

Landscaping of the front garden (ie: between the front dwelling façade and the front allotment boundary) is to be completed upon the earlier of 6 months of completion or occupation of the residential dwelling .

- 7.1 You shall at all times thereafter maintain, keep tidy and care for the landscaping to an acceptable standard and for the purposes of this clause act in good faith in determination of acceptable standards.
- 7.2 You shall not permit any carparking area to be used other than for vehicle parking
- 7.3 You must not permit any rubbish bin or similar receptacle to be placed between the front of any building erected on the land and the street alignment save and except when a bin is to be placed immediately before being emptied or removed.
- 7.4 You must not store or keep any goods (ie: article , material ,equipment or stored vehicle) between the front of any building erected on the land and the street alignment save and except immediately before and during loading and unloading.

**8. Rules governing the use of the land**

You must obey the following rules in using or owning the land

- 8.1 You must not subdivide the land or create any additional allotment from it.
- 8.2 Transportable buildings are not permitted on the land
- 8.3 You must not use any caravan, tent or other shelter on the land as a place of residence
- 8.4 You must not make any claim against us for the cost of (or for contribution to the cost of) erecting a fence between the land and any land of ours. You indemnify us against such claim.
- 8.5 You must site your dwelling, driveway and crossover in accordance with the Building Envelope Plan as issued by the Developer and or the Local Government Authority (Council) from time to time.
- 8.6 You must commence construction of a dwelling on the land within 36 months of the date of this encumbrance and have completed construction within 12 months thereafter.

**9. The provisions referred to in the above Clause 8 include, amongst other rights and obligations –**

- 9.1 an obligation on you to keep all improvements on the land in good repair
- 9.2 a right of ours to enter upon the land, upon giving the occupier of the dwelling house reasonable notice of our intention to do so, to inspect the state of repair of such improvements
- 9.3 an obligation on you to pay the rent charge at the time and in the manner set out in this encumbrance

**10. The provisions of the Law of Property Act and the Real Property Act relating to encumbrances apply to this encumbrance.**

**11. Power of sale of the land**

Notwithstanding s.136 of the Real Property Act, you agree that we may, if we exercise our power of sale, require the purchaser of the land to accept the sale of the land subject to an encumbrance in the same terms as this encumbrance.

**Your obligations on transferring the land**

12. If you wish to sell or otherwise transfer the land before construction of a dwelling house you must advise the proposed transferee of the remaining time (unexpired term of 18 months commencing from the date of this encumbrance) pursuant to clause 6.6 herein for the construction of a dwelling.
13. Any application for extension of time for construction of a dwelling shall be in writing and shall be served on us by being left at or posted in a pre-paid envelope addressed to us at our office in South Australia and any grant of extension of time shall be at the absolute discretion of the Encumbrancee.
14. If you cease to be a registered proprietor of the land, you must tell us the name and address of any new proprietor. Once you do so, you will no longer be liable to pay us the rent charge. The covenants in this encumbrance only bind the registered proprietor of the land for the time being.
15. You must cause the prospective purchaser to execute in our favour an encumbrance substantially in the same form as this encumbrance. You must also cause that encumbrance to be registered immediately after the transfer of the land to the purchaser, and before any other interest in the land is created.

**16. Waiver and assignment**

We may, in our absolute discretion, waive compliance with any development guidelines, or with any of the requirements of this encumbrance.

We may modify waive or release any of the covenants in this encumbrance. A party's action, or lack of it, on any disobedience of this encumbrance by the other does not

- 16.1 affect the party's rights if the other-repeats or continues the disobedience or
- 16.2 disobeys this encumbrance in another way
- 16.3 No waiver is effective unless in writing signed by our authorised officer.

**17. Assignment by us**

We may transfer or assign our rights under this encumbrance

**18. Severance of invalid clauses**

If any clause of this encumbrance is void or unenforceable then it must be read down so that it is not void or unenforceable.

- 18.1 If it cannot be read down, it must be severed (that is, treated as if cut out)
- 18.2 The rest of this encumbrance is not affected if any clauses are read down or severed

**19. Payment of costs**

The costs incidental to the preparation of this encumbrance, and the stamp duty and registration fee on it, must be paid by you.

You must also pay us any costs we incur as a result of any breach of this encumbrance by you or your employees, agents contractors or invitees

### **How notices may be given**

**20.** All notices (including approvals or demands)

- 20.1. must be in writing
- 20.2. must be given to the other party
- 20.3. can be given in person
- 20.4. can be left at the other party's address on page 1, or at the other party's last known address
- 20.5. can be sent there by post, but they must be correctly addressed and posted
- 20.6. can be given to you by being left at, or sent by post to, the land
- 20.7. are, if posted, treated as given the next business day after posting
- 20.8. may, if the party has a facsimile number, be sent by facsimile transmission to that facsimile number. In that case, the notice is treated as having been given when the sender's facsimile machine confirms that the transmission has been successfully completed
- 20.9. may be signed by a party, or any person that party authorises to sign it.

### **Sunset Clause**

**21.** Our rights and obligations as the Encumbrancee (but not those of any person claiming under the Encumbrancee as a purchase of any land in the Development Zone) will cease from whichever of the following dates occurs first:

- 21.1. a date being five (5) years after the practical completion of any approved dwelling upon the last remaining vacant allotment in the Development Zone (excluding any allotment upon which no dwelling is permitted to be erected) or
- 21.2. the 31 day of December 2018.

**THE FOLLOWING STANDARD DEVELOPMENT GUIDELINES FORM PART OF THIS ENCUMBRANCE**

**1 The Glades Development Vision**

**1.1 About The Glades**

The Glades is part of a master planned urban development within the City of Salisbury. It is being developed with consideration of providing quality affordable housing solutions and supporting the wider objectives of sustainability and social interaction.

**1.2 Design Philosophy**

1.2.1 A key goal of The Glades is the promotion of a design philosophy built on:

- Project vision, design and presentation excellence;
- Innovation in dwelling and land product;
- Providing greater housing choice with a broad price range, including both traditional detached housing and a range of new affordable housing products;
- Sensitive environmental management;
- Responsible management of stormwater and promotion of recycled water.

1.2.2 To achieve these aims a level of development guidance is required in the form of Development Guidelines.

## 2 About the Development Guidelines

### 2.1 Purpose of the Development Guidelines

- 2.1.1 The purpose of The Glades Development Guidelines is to ensure that the physical arrangement of buildings and their relationship to each other and the surrounding environment reflects the vision of the development.
- 2.1.2 The Guidelines address the quality of the built form and landscape both in terms of appearance and the achievement of sustainability initiatives.
- 2.1.3 The Guidelines are provided to assist purchasers, designers and builders. They aim to create high quality built outcomes that enhance the community lifestyle over time. They provide certainty about the quality of dwellings and gardens, and how they interact with neighbouring public open spaces and dwelling.
- 2.1.4 The guidelines should be used in conjunction with the city of Salisbury Development Plan as it provides a full range of development controls for residential development in this area as well as the Development Act and Development Regulations (including the Residential Code).
- 2.1.5 These guidelines form part of The Glades Land Management Agreement that is attached to the Certificate of Title of all allotments within. Thus, purchasers are contractually obligated (and protected) to comply with these guidelines (unless a variation is agreed to by the Encumbrance Manager).
- 2.1.6 The Guidelines have been formulated to allow a sufficient level of flexibility that can cater for individually and personal choice of purchasers and designers.

### 2.2 Development Guidelines Structure

- 2.2.1 The structure of the Development Guidelines follows the design process and is set out as follows:

**About the Development Guidelines:** A background to the development guidelines and its role in approving your development;

**Designing and Siting your Dwelling:** How to best design and site your dwelling to create your dream home;

**Sustainability Principles:** A sustainability focus for the development of all dwellings;

**Building on your Site:** Steps to maintain a safe, orderly and environmentally responsible building site;

**Development Submission Form:** To be completed and submitted with your dwelling design.

### 2.3 Development Approval Process

- 2.3.1. When you purchase an allotment within The Glades, you will note that a Land Management Agreement inclusive of Development Guidelines has been registered on the Certificate of Title. These documents require that prior to commencement of any development on your allotment, approval must be obtained from the Encumbrance Manager (in addition to normal Council approvals).
- 2.3.2. If it is uncertain whether or not a proposed development adheres to the requirements of these Development Guidelines, a sketch or concept plan should be provided to and assessed by the Encumbrance Manager before drawings are finalized for formal submission. This is to ensure the process is streamlined to avoid additional costly design work.



2.3.3. The Encumbrancee has appointed the City of Salisbury Building Certification Unit to be its Encumbrance Manager for the purposes of these Development Guidelines. The Encumbrancee reserves the right to appoint an alternative Encumbrance Manager from time to time. All development applications are therefore to be lodged directly with the Encumbrance Manager.

2.3.4. In assessing applications relative to the Development Guidelines, the Encumbrance Manager, may agree to approve proposals that do not conform to the Guidelines.

2.3.5. Applications for Development Guidelines Approval should be forwarded to:

By Post:  
Encumbrance Manager  
The Glades  
City of Salisbury  
PO Box 8,  
Salisbury SA 5108

2.3.6. The diagram below illustrates the approval process:

- **Check Guidelines:** to see if there are any conditions or prerequisites for your site;
- **Preliminary Design:** prepare plans for your site. This can be in the form of a simple sketch of the dwelling you plan to put on your site. Discuss early design with the Encumbrance Manager to better finalise the design;
- **Design:** at this stage adjustments should be made to the preliminary design in preparation to submit a format application;
- **Application:** together with your dwelling and landscape plans, prepare and submit a Development Guidelines Application Form. Development Application for planning and building approval and Development applications fee to the Encumbrance Manager;
- **Encumbrance Approval:** once the application has been approved by the Encumbrance Manager, the plans will be stamped and forwarded to the applicant and/or Owner and Council and Council's Development Assessment Officer for assessment;
- **Council Approval:** at this stage your stamped plans will be processed in accordance with the development Act and Regulations and assessed against the City of Salisbury's Development Plan. Building Certification will also be required. Once Development Approval has been obtained from the City of Salisbury, construction of your dwelling can commence;
- **Construction:** your dwelling must be fully constructed on or before 5 years from the date of your purchase contract.
- **Inspection:** once the construction of your dwelling has been completed the Encumbrance Manager may examine the works to ensure there is compliance with the approved plans.

A fee of \$150.00 plus GST is require to administer this encumbrance process. Fees should be made payable to the City of Salisbury. These fees are in addition to the statutory fees associated with Development Approval.

## 3 About the Development Guidelines

### 2.4 Planning Design Principles

3.1.1 **Land Use** : consideration is placed on land use to ensure the development is consistent with both the overall vision of the City of Salisbury and The Glades development.

3.1.2 Planning the Siting of your dwelling:

**Building Envelope and Set-backs** – a building envelope plan is prepared for each allotment that specifies the area of the site within which your dwelling should be located (refer to Appendix 1). The siting of your dwelling needs to comply with the building envelope in order to gain Encumbrance Approval. Each envelope indicates the following:

- The minimum setback from each boundary for one and two storey developments;
- Appropriate locations for any buildings to the boundary for garage/carports;
- Location of driveways.

The building envelope and setbacks indicated in the plan within Appendix 1 is relevant for all buildings and structures (including porticos and bay-windows) but excluding eaves.

**Site Coverage** – the proposed development should be sited to allow for enough coverage to cater for appropriate dimensions, based on allotment size, of both private open space and landscaping space on the site.

Maximum site coverage of 60% (including verandahs)

**Private Open Space (POS)** – the intent of these guidelines is to ensure a pleasant environment when outdoor and indoor elements of the dwelling are linked. Good dwelling siting and design can help protect your privacy as well as your neighbours, thus private open space areas must comply with the following requirements, this is in accordance with the Residential Code of the Development Regulations (2008):

- If the allotment size is greater than 500m<sup>2</sup> it must have a minimum POS area of 80m<sup>2</sup> with a minimum dimension of 4m;
- If the allotment size is between 300 – 500m<sup>2</sup> it must have a minimum POS area of 60m<sup>2</sup> with a minimum dimension of 4m;
- If the allotment size is between less than 300m<sup>2</sup> it must have a minimum POS area of 24m<sup>2</sup> with a minimum dimension of 3m.

When calculating your POS:

- Any area at ground level at the front of the dwelling is not to be included;
- Each area at ground level must have a width of at least 2.5m; and
- The development will not result in the dwelling not having a setback of at least 900mm on at least 1 side boundary.

#### **Incurred Costs**

- Costs associated to the relocation, removal or establishment of any infrastructure services, utilities, street trees, landscaping, footpaths, kerbing, fencing, retaining walls, driveways etc that are required due to the design and siting of the dwelling must be paid for by the purchaser;
- Any owner works as per above must satisfy the overall vision of the site, thus construction must match existing infrastructure in terms of colour and material choices as well as location etc.

### 2.5 Building Design Principles

2.5.1 **Building design/appearance:** these guidelines encourage the design of a dwelling to be based on the orientation or location of the site. The use of different levels, articulation, placement of windows and spaces and indoor-outdoor living spaces etc can all be advantageously implemented to improve the purchaser's quality of life through views and allowing for maximum natural light.

Through responsive design the purchaser also has the opportunity to reflect their surrounding environment, while maintaining a high level of individuality, through a variety of material, colour and finish choices

**Built Form Facades** – in order to create an attractive streetscape it is important to avoid unsightly blank walls and reducing the bulk of the dwelling so it does not appear physically overwhelming next to neighbouring structures, disrupting the continuity of the estate. This can be achieved by incorporating some or all of the

following design elements:

- Vary the built form setbacks of facades (excluding garages or carports) or have protruding or recessed features on facades to create more visual interest;
- Incorporate one of the following building elements: verandah, balcony, deck, terrace, porch, portico, sculptures or patterns;
- Architectural features for roof forms (attic windows, gables etc);
- Architectural design elements for windows.

Dwellings on corner allotments should be designed to address both street frontages. Additional design guidelines for corner allotments are discussed later in this document.

**Height and Scale** – To limit overshadowing and infringement on the privacy of neighbours it is necessary that the heights of dwellings be guided by the following maximum heights:

- Single Storey : 3.0m wall height and 6.0m to the roof ridge line;
- Two Storeys : 6.0m wall height and 9.0m to the roof ridge line.

**Materials, finishes and colours** – this is an important part of achieving an individual feel to your dwelling as well as improving the amenity of the area. Dwelling plans need to identify proposed materials, colours and textures.

The portion of dwellings, buildings and structures that front a street or adjoin a public reserve, should incorporate a mix of at least two of the following different materials:

- Contemporary face brick or bagged brick;
- Cement rendered concrete, brick or rendered lightweight materials such as rendered hebel, render or texture-coated fibre cement or render panel;
- Stone or stone render;
- Timber paneling;
- Feature sections of coloured metal sheeting (excluding the roof);
- Contemporary style planking.

The following materials are NOT permitted for dwelling facades:

- Colourbond Sheeting (except as a roofing material or used as discrete highlights in the building façade);
- Unpainted or unrendered cement sheeting or similar;
- Galvanised steel;
- Used or second-hand materials, asbestos cement, fiberglass, plastic or rubber or any material of a like nature.

### Roof Colour Materials

With respect to roof materials:

- Roof tiles and sheets colour must complement the dwelling's style;
- Tiles and colour coated metal materials are permitted;
- Uncoloured zincalume is not permitted.

### Colours

With respect to roof design:

- At least two complementary colours applied in an appropriate scheme should be used on the façade (including gutters);
- Bright and highly contrasting colours should not be used. Colours should complement the character of the estate.

### 3.2.2 Roof Design

With respect to roof design:

- Articulated roof forms are encouraged in order to create visual interest. The implementation of hips, gables or other decorative architectural elements is also encouraged to add further interest;
- All roofs for single storey dwelling must have a pitch not less than 25 degrees.

### 3.2.3 Corner Buildings : The following requirements apply to dwellings that are constructed on corner allotments or where the allotment adjoins a public reserve.

- The design treatments used on the front street façade must follow onto the secondary street (or reserve) facades (at least for a depth of 1.5 metres from the corner of the dwelling) at the same quality of detail and articulation;
- Blank walls on secondary street or reserve facades will not be permitted within the 1.5 metre zone (measured from the corner of the dwelling).

Design treatments to address secondary facades could include the following:

- Large windows;
- Wrap around verandahs;
- Balconies.

**3.2.4 Garages and Driveways** – These are important considerations when designing the dwelling as they impact on the appearance and quality of the streetscape.

Driveways should:

- Be located in accordance to the Building Envelope Plan;
- Be constructed prior to occupation of the dwelling;
- Conclude at the front allotment boundary.

Garages and Carports:

- Must have a minimum set back of 5.5m from the front allotment boundary;
- Must have a door opening not exceeding 50% of the allotment frontage;
- In respect to carports, are required to have corner pillars that must match the style of the dwelling in terms of material and colour.

### 3.3 Fencing Principles

**3.3.1** The edges of your allotment represent an extension of the design of your dwelling thus, fences and retaining walls are an integral part of the design and their appearance, if not designed in a coordinated manner, can undermine the quality appearance of your property.

**3.3.2 No Front Fencing** : No fencing located in-front of the dwelling's building street façade is permitted.

**3.3.3 Side and Rear Fencing** : Side and rear boundary fences should have a maximum height of 1800mm and be a "good neighbour modular" style. All fencing shall be constructed with the "colourbond willow" colour – on both sides.

**3.3.4 Fences on Corner Allotments and Adjoining Reserves** : Dwellings located on corner allotments or that adjoin a public reserve should ensure the fence fronting the secondary road boundary or the public reserve is setback at least 1.5 metres behind the front façade of the dwelling.

### 3.4 Landscape Design Principles

**3.4.1 Design Philosophy** : the design can consist of a mixture of native and exotic plants.

There should be a sense of coordination and integration regarding the style of landscape design which should be evident throughout the property.

**3.4.2** Front yard landscaping and gardens visible to the street.

The dwelling should be designed with the following criteria:

- Landscaping of the front garden (eg. between the front dwelling façade and the front allotment boundary) is to be completed upon the earlier of 6 months of completion or occupation of the dwelling.
- Landscape and maintain the land should be in accordance with The Glades Landscape Guidelines (refer to Appendix 2);
- Utilise the landscape practice of 'hydrozoning' by grouping plants with similar watering requirements;
- Minimise the use of turf/lawn;
- Consider permeable pavements wherever possible;
- Utilise small retention areas, rain gardens etc to collect and slow water runoff;
- Landscape treatments should be kept within the scale of your dwelling;
- The use of drip irrigation systems are encouraged.

**3.4.3** Driveway crossover and paving

- The driveway must be constructed from the same materials and colours that will be used for the crossover (eg. area between the gutter and the driveway to the front allotment boundary);
- Driveways and crossovers must be completed prior to occupation of the dwelling;
- Driveways must be aligned with existing crossovers, unless rollover kerbs are considered;
- Only one driveway / cross over is permitted per allotment.
- Rollover kerbs are not allowed on the collector roads as well as on properties fronting reserves and adjacent to roundabouts.

**3.4.5** Establishment and maintenance

- You shall at all times thereafter maintain, keep tidy and care for the front yard landscape and garden visible to the street;
- You must act in good faith in determining the standard acceptable for the purposes of maintaining the front yard landscape.

## 4. Sustainability Principles

Outlined below are ways of making a difference and improving the sustainability and comfort of your dwelling, from passive building design techniques, water conservation, sustainable landscaping to the adoption of renewal energy.

### 4.1. Building Design

#### 4.1.1 Orientation and winter solar gain

Correctly orientating your dwelling to harvest the sun's warmth in winter and maximize your dwelling's ability to capture cooling breezes in summer will help maintain a natural comfortable temperature within your dwelling through every season with minimal assistance from heating and cooling.

All daytime living spaces including living, kitchen, dining, family, study areas and outdoor spaces / courtyards should be orientated to the north and face private open space areas in order to have access to daylight and solar access gain all year round.

#### 4.1.2 Windows / Glazing

Windows (and doors) provide the important benefits of access to light, heat, air and views. Maximising benefit depends on orientation, shading, size, quality, and the area of glass relative to both the floor area and solid wall areas. Walls that do not have exposure to winter sun should have less glazing.

The use of double glazing (particularly for windows to living areas and bedrooms) or comfort glass or a similar product that achieves a higher level of thermal performance than standard glass is recommended.

High thermal performance window (and door) framing options include the following:

- Timber or uPVC;
- Aluminium, thermally improved (thermal break).

#### 4.1.3 Shading

Internal comfort during warmer months requires that windows facing north, east and west are effectively shaded.

Consider appropriate design techniques to avoid heat gain whilst maintaining your views.

Techniques include eaves, verandahs, balconies, window shades, double glazing windows, blinds and vegetation around the home.

Eaves with a minimum width of 900mm to the north, west and east sides of the home are most effective.

Use of retractable shading/shelter of external living areas will encourage outdoor living all year round.

#### 4.1.4 Ventilation, Sealing and Zoning

Zoning of living areas by incorporating doors between internal 'zones' to separate living, sleeping and utility areas provides improved efficiency of heating and cooling systems.

The home design should encourage a layout and external opening that provide for cross ventilation and provide low and high level openings to provide for vertical ventilation. In summary, cooler air enters through the low openings and pushes the warmer air out through the higher openings.

Installing windows and doors with high quality fully sealing devices will also improve thermal performance and general comfort.

#### 4.1.5 Insulation

Use insulation in walls of R2.0 and in ceilings R3.5 will help improve thermal performance. This is a very cost effective option to make your home more comfortable and energy efficient. Types of wall insulation available include rockwool, glasswool, sheeps wool, cellulose fibre, reflective foil sheets, insulation and aircell.

Insulated roofs fitted with reflective foils and with bulk or proven similarly acting insulation products will reduce the impact of high levels of solar radiation and other heat gain and loss.

## **4.2. Water Conservation**

### **4.2.1 Drinking and Recycled Water**

All homes in The Glades will be connected to a dual reticulation water system which provides a mains water drinking water and a non-potable reclaimed, recycled and/or reuse water connection (as part of the City of Salisbury's re Water scheme) at the front boundary of the allotment. The drinking water connection will have a standard brass coloured meter and will provide water from the WA Water mains. The recycled water connection and meter will be coloured lilac and will provide treated stormwater for use in the home and garden.

Recycled water is to be provided for all toilet flushing, cold washing machine and external (irrigation) use.

Each owner will be required to enter into a Land Management Agreement relating to the supply of reWater by the Council.

### **4.2.2 Rainwater Tanks**

Rainwater tanks will not need to be installed provided connection and use of recycled water is adopted.

### **4.2.3 Fixtures and Appliances**

The use of water efficient fixtures and appliances can save considerable quantities of water. Each dwelling should consider the use of 4 star toilets, 3 star showerheads, and 4 star dishwashers where possible. For star ratings indicating water efficiency please refer to the Water Efficiency Labelling and Standards (WELS) rating scheme.

## **4.3. Renewable Energy**

All The Glades homes are to be designed to incorporate at least one of the following three options:

1. Include a gas or electric boosted solar hot water system.
2. Include an electric heat pump hot water system which is eligible for greater than 28 Renewable Energy Certificates.
3. Include 1.5kW of photo-voltaic solar cells.

## 5. Building on your Site

### 5.1. Promotion of clean site initiatives

**Solid Wastes** – All building materials and wastes associated with on-site construction must be contained and stored within the subject area until proper disposal procedures can be utilised. Light wastes (plaster and cement bags, plastics, wrappings etc) should be disposed of in covered waste bins on-site.

**Dust Emissions** – The emissions of dust should be minimized as it is a major pollutant to stormwater and a significant nuisance to neighbouring residents.

Steps that can be taken to lessen the spread of dust include:

- Regularly coating roadways, entrances and main traffic areas with dust suppressants. Watering regularly can also minimize dust;
- Large construction sites must have a water supply and applicator on-site to ensure dust suppression;
- When dust emissions present are deemed hazardous in nature, provisions must be taken to ensure the dust is contained, collected and disposed of aptly to prevent release into the air or stormwater.

### 5.2 Disposal of excavated material

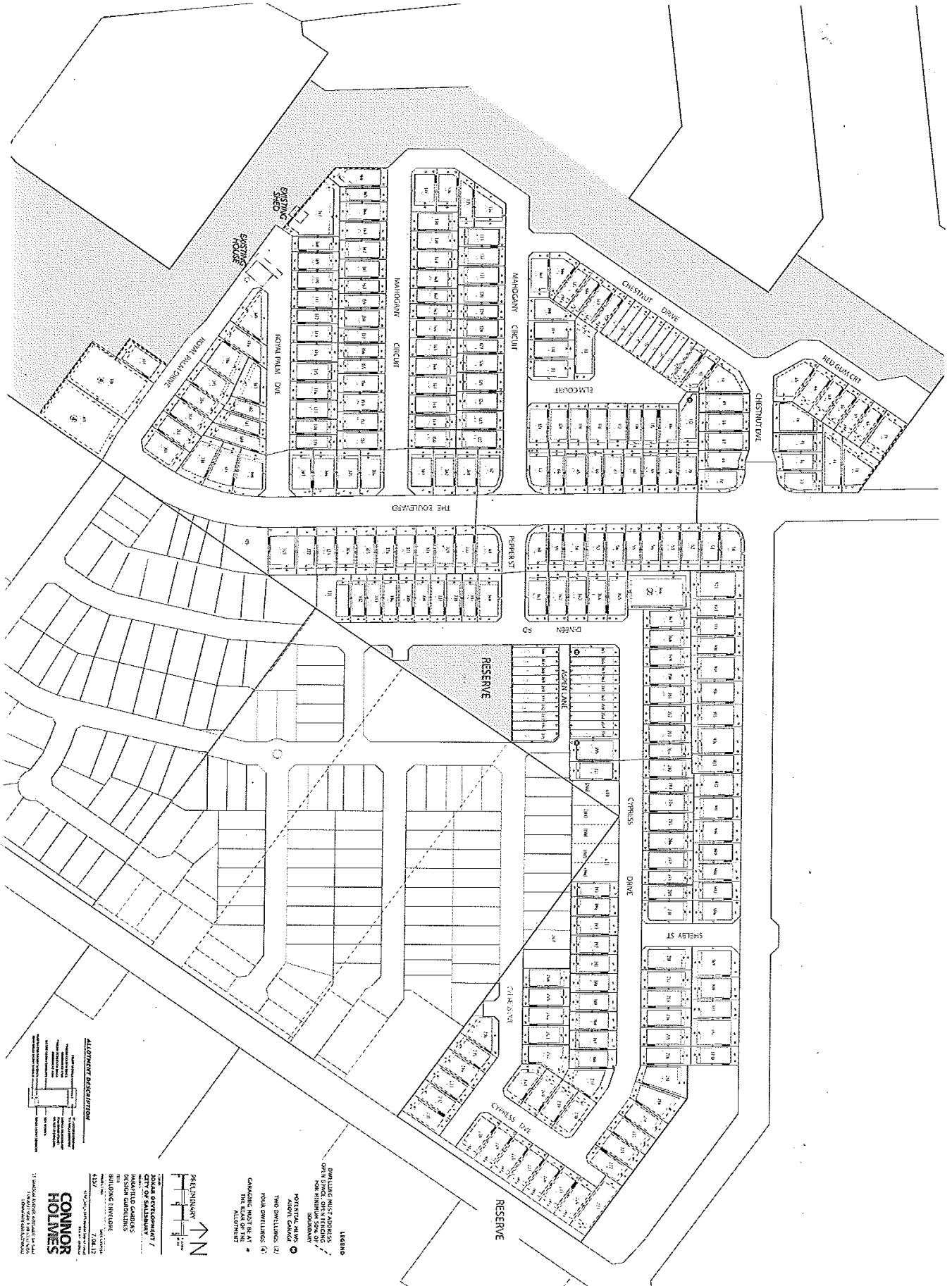
- Spoil that has been excavated during construction of footings or landscaping must not be placed or stored on adjoining properties unless written approval has been given by the property owner;
- Spoil must be removed immediately if possible;
- The spoil collected and stockpiled must be covered or watered to prevent dust from spreading into adjoining allotments;
- Spoil must not be stockpiled within 1m of a street tree or associated landscape;
- Spoil that is stockpiled on vacant land must be scraped clean to its original state with all traces of spoil removed once completion of the property has been achieved;
- Failure to remove spoil upon the completion of the property, Council will arrange for removal and charge the property owner for removal of the spoil.

### 5.3 Damage to Footpaths, Driveways Crossovers and Streetscape Planting

- It is the owner's responsibility to rectify to the satisfaction of Council any public footpaths, driveway crossovers and streetscape planting if damaged during the construction of the dwelling.



**BUILDING ENVELOPE PLAN**



1:1 Scale

27/08/12

1:1 Scale

27/08/12

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IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed herein and subject to such exclusions and amendments specified herein.

DATED .....

**EXECUTION**

Signed by the said Encumbrancer(s):

.....  
Signature of ENCUMBRANCER –

.....  
Signature of ENCUMBRANCER –

.....  
Signature of WITNESS - Signed in my presence by the ENCUMBRANCER who is either personally known to me or has satisfied me as to his or her identity.\*

.....  
Print Full Name of Witness

.....  
Address of Witness

.....  
Business Hours Telephone Number.....

LAND TITLES REGISTRATION  
OFFICE

SOUTH AUSTRALIA

**MEMORANDUM OF ENCUMBRANCE**

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &  
STAMP DUTY PURPOSES ONLY**

Prefix
<b>E</b>
Series No.

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT          _____ Registered Conveyancer <b>H.G. PAPAS</b>
--

AGENT CODE

Lodged by:

Correction to: HGP CONVEYANCING PTY.LTD. (HGPC)

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1. ....
2. ....
3. ....

**SINGLE COPY ONLY**

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1. ....
2. ....
3. ....
4. ....

**DELIVERY INSTRUCTIONS** (Agent to complete)  
PLEASE DELIVER THE FOLLOWING ITEMS(S) TO THE UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

<p><b>Revenue SA – Stamp Duty – ABN 19 040 349 865 ©</b></p> RevNet ID/PRA Bundle No.: _____ Orig/Copy _____ of /with _____ copies Consideration / Value / Security: \$ _____ SA Proportion (if applicable) : \$ _____ SD: \$ _____ LTO Fees: \$ _____ Int: \$ _____ Pen/Add Tax: \$ _____ Signature : _____ Date: ____/____/____
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CORRECTION	PASSED
REGISTERED	