

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

**ENCUMBRANCE**

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
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# ENCUMBRANCE

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## LAND DESCRIPTION

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## ESTATE & INTEREST

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**ENCUMBRANCER** (Full name and address)

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**ENCUMBRANCEE** (Full name, address and mode of holding)

SOUTH AUSTRALIAN HOUSING TRUST of Riverside Centre, North Terrace ADELAIDE SA 5000

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## OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND 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                      (c) AT THE TIMES AND IN THE MANNER FOLLOWING  
On the first day of January in each year commencing on the 1st  
day of January following the date of this Encumbrance AND  
with the performance and observance of the following  
covenants.
-

## COVENANTS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

### The purpose of this encumbrance

1. The encumbrancer on page 1 ("Owner"), grants this encumbrance -
  - 1.1 for the benefit of the encumbrancee on page 1 ("Encumbrancee");
  - 1.2 to charge the land identified in the "Certificate(s) of Title Being Encumbered" panel on page 1 ("Land") with the payment of the annuity on page 1 ("Rent Charge");
  - 1.3 for the purpose of a common building scheme for the Development Zone and the Owner acknowledges that the covenants of this encumbrance are for the benefit of both the Encumbrancee and for the benefit of all other persons claiming under the Encumbrancee as purchasers of any allotment within the Development Zone;
  - 1.4 with the intent that its covenants run with the land and be binding also on anyone who becomes the owner of the land after the Owner.

### Interpreting this encumbrance

2. In this encumbrance, unless the contrary intention appears -
  - 2.1 "**Land**" means all the land and any rights and easements described in the "Certificates of Title Being Encumbered" panel on page 1;
  - 2.2 "**Development Zone**" means allotments **47,48, and 49 in Deposited Plan D138759**.
  - 2.3 "**development**" means work of any kind, including but not limited to -
    - 2.3.1 "building work" as defined in the Building Works Contractors Act 1995 (SA);
    - 2.3.2 the construction or alteration of any permanent or temporary structure;
    - 2.3.3 repairs, painting or improvements of any kind.
  - 2.4 "**Encumbrance Manager**" means such person(s) appointed by the Encumbrancee from time to time during the term of this encumbrance to review the Owner's plans and specifications for the Owner's proposed development of the Land against the requirements of this encumbrance, for the purposes of determining whether to approve the Owner's plans and specifications, which is a requirement of clause 10 of this encumbrance, in respect of which the Encumbrancee has the right to change the nominated person acting as the encumbrance manager, by posting the new details of the encumbrance manager on the Playford Alive website ([www.playfordalive.com.au](http://www.playfordalive.com.au));
  - 2.5 "**Encumbrancee**" means the person described in the panel entitled "Encumbrancee" on page 1 of this encumbrance and its successor and assigns;
  - 2.6 "**Owner**" means the person described in the panel entitled "Encumbrancer" on the front page of this Encumbrance and includes that person's successors, heirs and assigns;  
"**Adjoining Owner**" means the owner of adjoining land which shares a common boundary with the said land, who is entitled to claim under the Encumbrancee as a purchaser of land in the Development Zone;
  - 2.7 "**substantial commencement**" means that development of the Land has reached the point where the construction of all foundations and footings necessary to support the dwelling approved pursuant to this encumbrance (and for which the Owner has obtained all required development authorisations), have been completed in accordance with those required approvals;
  - 2.8 reference to giving access to the Encumbrancee includes giving access to the Encumbrancee's employees agents and contractors;
  - 2.9 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);
  - 2.10 reference to any statute includes statutes which change or replace it; and
  - 2.11 any word indicating the singular includes the plural and vice versa.

3. If there is more than one Owner then
  - 3.1 the Encumbrancee only has to give notices to one person; and
  - 3.2 all the obligations on the Owner set out in this encumbrance are joint and several.

### **Rent Charge**

4. Subject to clause 5, the Owner must pay the rent charge to the Encumbrancee:
  - 4.1 during the term of this encumbrance; and
  - 4.2 on 1 January immediately succeeding the grant of this encumbrance and on each succeeding 1 January.
5. The Owner must only pay the rent charge if payment is demanded by the Encumbrancee and the Encumbrancee will not demand payment of the rent charge so long as the Owner duly observes all the covenants in this encumbrance.
6. The provisions of clause 5 do not in any way affect or prejudice the Encumbrancee's rights to:
  - 6.1 an injunction preventing or restraining any breach of the covenants in this encumbrance; or
  - 6.2 damages for any such breach.

### **Subdivision**

7. The Owner must not divide the Land except with the prior written approval of the Encumbrancee.

### **Planning and zoning laws**

8. The Land must not be used or developed except in accordance with-
  - 8.1 any laws relating to planning or zoning from time to time in force; and
  - 8.2 the conditions of any relevant consent or approval given by the relevant planning authority in which the Land is located ("relevant planning authority").
9. Any approval granted by the Encumbrancee does not constitute an agreement or representation as to the adequacy, suitability or fitness of the proposal, plans or specifications so approved, nor that the relevant planning authority will grant its approval. The Owner acknowledges that it will not place any reliance on the approval of the Encumbrancee, whether for the purposes of planning or zoning laws or otherwise.

### **Restrictions on works**

10. The Owner must not carry out any development on the Land other than in accordance with the "Playford Alive Residential Design Code SA Housing Trust" published by the Encumbrancee and attached as Annexure A of this Encumbrance ("Design Code") and the Building Envelope Plan published by the Encumbrancee and attached as Annexure B of this Encumbrance ("Building Envelope Plan") and the Driveway Location and Development Zone Plan ("Driveway Location and Development Zone Plan") published by the Encumbrancee and attached as Annexure C of this Encumbrance.
11. The Owner must not do (or cause, suffer or permit to be done) any of the following on the Land except in strict accordance with plans and specifications that have received the prior written approval of the Encumbrance Manager:
  - 11.1 erect a dwelling;
  - 11.2 carry out any siteworks;
  - 11.3 erect a fence or wall;
  - 11.4 erect any external sign or hoarding, either freestanding or fixed to any other building or structure;
  - 11.5 construct or create a parking area or otherwise set aside any area for the parking of vehicles forward of the dwelling.
12. The Owner must not submit any plans of building works to the relevant planning authority for its approval until it has obtained the approval of the Encumbrance Manager and attaches a copy of the approval issued by the Encumbrance Manager to the development application.

## Certificate of compliance

13. The Encumbrancee will procure the Encumbrance Manager to not unreasonably delay its consideration of any plans and specifications submitted by the Owner for approval, in respect of which:
- 13.1 the Encumbrancee will use all reasonable endeavours to ensure that the Encumbrance Manager does not act unreasonably in refusing any approval or imposing any condition of approval under clauses 10 and/or 11, however, the Owner acknowledges that any refusal or condition imposed by the Encumbrance Manager cannot be deemed to be unreasonable if the Owner's plans and specifications as submitted:
- 13.1.1 are contrary to any provision of the Design Code or this encumbrance; or
- 13.1.2 do not achieve the streetscape required by the Encumbrancee in the general locality in which the Land is situated. An example of this is where the plans and specifications will result in the same or a similar façade treatment to multiple dwellings located in close proximity to one another.
- 13.2 the Encumbrancee will arrange for the Encumbrance Manager to provide the Owner with written notification of its decision in respect of the Owner's submitted plans and specifications promptly after the Encumbrance Manager has made a decision in respect of the Owner's submitted plans and specifications (which notification will incorporate any condition of approval issued by the Encumbrance Manager).
14. Without limiting the obligations on the Owner under clauses 7 - 12 (inclusive) of this encumbrance, the Owner must not:
- 14.1 permit to be located on the Land any transportable building, caravan, tent or other similar shelter that is visible from the street or any other public place;
- 14.2 delay (or permit to be delayed) the preparation of detailed plans and specifications for the development of the Land and lodgement of those plans and specifications with the Encumbrance Manager for approval, and the Owner acknowledges and agrees that it will be deemed to have delayed in complying with this obligation if it has failed to lodge plans and specifications for its development of the Land within 6 months of the date of this encumbrance;
- 14.3 delay (or permit to be delayed) the substantial commencement of the development of the Land beyond the date which is 12 months from the date of this encumbrance;
- 14.4 delay (or permit to be delayed) the completion of development of the Land (in accordance with the plans and specifications and any conditions of approval of the relevant planning authority or Encumbrance Manager) and the Owner acknowledges and agrees that it will be deemed to have delayed in complying with this obligation if construction of the development on the Land in accordance with the approved plans and specifications and development approval has not been completed within 24 months after the date of this encumbrance (for the purposes of this clause 14.4, completion of development means the building work for all the approved building structures is complete except for minor omissions and defects which do not prevent the building structures from being reasonably capable of being used for its intended purposes and rectification of which will not prejudice the convenient use of the building structures and all work on the external facade and external surfaces of the building structures are complete and all defects and minor omissions have been rectified);
- 14.5 permit the Land to be resold or advertised for sale unless a residential dwelling has been constructed on the Land (in accordance with the provisions of this encumbrance) or unless the Encumbrancee has consented in writing to such resale and/or advertising.

## Breach

15. If the Owner is in default in complying with its obligations under any of clauses 7 - 12 (inclusive) or 14, and the Encumbrancee serves a written notice on the Owner requiring the Owner to remedy that default within the period specified in the written notice (which rectification period will be not less than thirty (30) days from the date of the notice), and the Owner fails to remedy that default within the period specified in the notice, the Encumbrancee will have the right to repurchase the Land from the Owner (including any development that has been undertaken on the Land as at that time), and the Owner must transfer its interest in the Land to the Encumbrancee (or its nominee) if the Encumbrancee gives a written notice exercising this repurchase right at any time within twelve (12) months of the Encumbrancee becoming entitled to exercise its repurchase right (and at the time of the Encumbrancee giving written notice exercising this repurchase right the Owner has not fully remedied the default specified in the Encumbrancee's initial default notice to the Owner), in respect of which the following provisions will apply to such transfer of the Land to the Encumbrancee (or to its nominee):

- 15.1 The purchase price will be the aggregate of:
- 15.1.1 the price paid for the Land by the Owner to the Encumbrancee (as expressed on the Memorandum of Transfer under which the Owner purchased the Land from the Encumbrancee);
- 15.1.2 the market value of the improvements existing on the Land as at the date that the Encumbrancee exercises its repurchase right, which is to be determined by a valuer appointed by the Encumbrancee, which valuer:
- (a) is an expert and not an arbitrator;
  - (b) must take into account, in determining the market value of the improvements the cost to complete any additional or required works which are required by the Encumbrancee in order for the works to comply with the approvals and development authorisations applicable to the Owner's development;
  - (c) costs will be payable by the Owner and which the Encumbrancee is entitled to set off against the purchase price payable by the Encumbrancee for the purchase of the Land and the improvements;
  - (d) determination is final and binding upon both parties;
- 15.2 the transfer will be subject only to this encumbrance;
- 15.3 settlement of the transfer will take place within thirty (30) days after the determination of the purchase price, in exchange for a proper registrable transfer of the Land (subject only to this encumbrance) and delivery of the duplicate certificate of title;
- 15.4 the Encumbrancee must pay the entire purchase price on settlement of the transfer of the Land;
- 15.5 the Owner must pay all of the Encumbrancee's costs incurred in relation to its default and the exercise of the Encumbrancee's repurchase right (which the Encumbrancee is entitled to set off against the purchase price for the Land and the improvements);
- 15.6 despite clause 15.5 the Encumbrancee will pay the stamp duty and Lands Titles Registration Office registration fees associated with this transfer;
- 15.7 the transfer will otherwise be on the terms and conditions contained in the then current Real Estate Institute Contract for Sale and Purchase of land.
16. The Encumbrancee (or its employees, agents or contractors) has the right to enter the Land at any time (after giving at least 48 hours notice to the Owner), for the purpose of inspecting the Land to determine whether any of the Owner's obligations under this encumbrance have been breached. The Owner must not do (nor cause nor permit the doing of) anything to obstruct or hinder such entry or inspection.

#### **Owner's obligations on transferring the Land**

17. The Owner must not sell or transfer or otherwise dispose (or grant any legal or equitable interest in) the Land except subject to this encumbrance and procuring a replacement encumbrance from the incoming purchaser to the Encumbrancee, which is to be on the same terms as this encumbrance, which replacement encumbrance must be registered on the title for the Land immediately after the transfer of the Land from the Owner to the incoming purchaser, and before any other interest in the Land is created.

#### **Right of access for Encumbrancee and adjoining owner for construction and other purposes**

18. 18.1 The Encumbrancer must not restrict an Adjoining Owner including its employees, contractors, agents and invitees (together with any plant, equipment and machinery) from accessing the said land in order to complete construction of a dwelling and any improvements on the Adjoining Owner's land in accordance with the Residential Design Code (SA Housing Trust) including a requirement to install detention tank on the said land provided that:
- 18.1.1 The Encumbrancee and/or the Adjoining Owner (as the case may be) has made a written request to the Encumbrancer; and
- 18.1.2 if the Adjoining Owner wishes to have access pursuant to this clause 18, the Adjoining Owner agrees to:
- (a) comply with the reasonable directions of the Encumbrancer and cause minimal disturbance to the Encumbrancer when accessing the said land and

(b) provide a written undertaking in favour of the Encumbrancer to repair and made good (at the Adjoining Owner's sole cost) any damage caused by the said land during such construction provided that the Encumbrancee will be under no obligation whatsoever to enforce such undertaking on the Encumbrancer's behalf and in this regard, the Encumbrancer hereby release and indemnifies the Encumbrancee from any and all loss suffered or incurred by the Encumbrancer.

18.2 For the avoidance of doubt, the right of access contemplated by this clause 18:

18.2.1 will only apply to the initial construction of a dwelling and any improvements (including the installation of a detention tank) on the Adjoining Owner's land (such that the Adjoining Owner's land is no longer vacant land) and will not extend to undertaking any renovations or maintenance of the same and

18.2.2 will be temporary such that it will expire when access for construction is no longer required and includes (but is not limited to) accessing the roof of any dwelling on the said land in cases where such dwelling is positioned on a common boundary and access the back yard for the installation of a detention tank.

18.3 The Encumbrancer must not restrict the Encumbrancee including its employees, contractors, agents and invitees (together with any plant, equipment and machinery) from accessing the said land, from time to time, in order to complete construction and installation of civil works and civil services (whether located on the said land or not), including sewer and water infrastructure, electricity infrastructure, gas infrastructure, telecommunications infrastructure, stormwater infrastructure, fire services, footpaths, roads, street landscaping and earthworks. The right of access contemplated by this clause 18.3 will be temporary such that it will expire when access for construction and installation of civil works and civil services is no longer required by the Encumbrancee and includes (but is not limited to) accessing the roof of any dwelling on the said land in cases where such dwelling is positioned on a common boundary

#### **Waiver**

19. The Encumbrancee may, in its absolute discretion, waive compliance with any of the requirements in the DesignCode.
20. The Encumbrancee may modify, waive or release any of the covenants in this encumbrance.
21. A party's action or lack of it, on any breach of this encumbrance by the other does not affect the party's rights if the other repeats or continues the breach.
22. No waiver by the Encumbrancee is effective unless it is in writing and is signed by the Encumbrancee.
23. The Encumbrancee may, from time to time, in its absolute discretion, lessen, waive or release any of the covenants and other obligations expressed or implied in any encumbrance document relating to other land within the Development Zone, whether such encumbrance was entered into before, at the same time or after the date of this encumbrance, and any such waiver on our part does not release the Owner (or its successors in title) from the obligations expressed or implied in this encumbrance.

#### **Severance of invalid clauses**

24. If any clause of this encumbrance is void or unenforceable then it must be read down so that it is not void or unenforceable.
25. If it cannot be read down, it must be severed (that is, treated as if cut out).
26. The rest of this encumbrance is not affected if any clauses are read down or severed.

#### **Payment of costs**

27. The costs incidental to the preparation of this encumbrance, and the stamp duty and registration fee on it, must be paid by the Owner
28. The Owner must also pay the Encumbrancee any costs it incurs as a result of any breach of this encumbrance by the Owner or its employees, agents, contractors or invitees.

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

29. All notices (including approvals or demands):
  - 29.1 must be in writing;
  - 29.2 must be given to the other party;
  - 29.3 can be given in person;
  - 29.4 can be left at the other party's address on page 1, or at the other party's last known address;
  - 29.5 can be sent there by post, but they must be correctly addressed and posted;
  - 29.6 can be given to the Owner by being left at, or sent by post to, the Land;
  - 29.7 are, if posted, treated as given the next business day after posting;
  - 29.8 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; and
  - 29.9 may be signed by a party, or any person that party authorises to sign it.

### **Release on transfer**

30. The Owner and its successors in title will be successively released and discharged from the payment of the Rent Charge and from the observance of the covenants and other stipulations contained and implied in this encumbrance upon ceasing to be registered owner of the Land to the intent that the Rent Charge and covenants and other stipulations will be binding only upon the registered proprietor for the time being of the Land.

### **Sunset Clause**

31. The Encumbrancee's rights and obligations will cease five (5) years after the Encumbrancee ceases to be the registered proprietor of any land created in the Development Zone.
32. For the avoidance of doubt it is expressly stated that the rights and obligations of the owners of any land in the Development Zone arising under the building scheme created by this encumbrance will continue despite the provisions of clause 32.
33. The Owner acknowledges that the Encumbrancee may in its absolute discretion, at any time after completion of an approved building on the last remaining vacant allotment in the Development Zone (excluding any allotment on which no dwelling is permitted to be constructed), discharge all encumbrances throughout the Development Zone, without the Encumbrancee having to give any notice to the Owner.

### **Other Remedies**

34. In addition to all the rights and powers as set out in this encumbrance, the Encumbrancee is entitled to all the powers, rights and remedies given to encumbrancees by the Real Property Act 1886.

ANNEXURE A  
Residential Design Code

# Residential Design Code

SA Housing Trust

**PLAYFORD  
ALIVE**



Government  
of South Australia  
SA Housing Trust

# Contents

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# 1

# About this Code

Playford Alive is a master planned urban and community development within the City of Playford involving new land releases and the renewal of existing neighbourhoods. It is being developed using 'traditional neighbourhood design principles', supporting the wider project objectives of sustainability, enhancing social interaction and returning a sense of community to residential areas.

A key goal of Playford Alive is the promotion of a variety of housing types with the objectives of:

- Providing greater housing choice;
- Creating a broad price range for housing, incorporating both traditional detached housing and a range of other new and innovative housing products;
- Delivering built forms that address the street and the public domain.

To achieve these aims, a level of development guidance is required, in this case in the form of a Residential Design Code.

This Residential Design Code is provided to assist builders and designers. It aims to create high quality built outcomes that maintain property values and enhance lifestyle over time.

While promoting an overall consistency of built form, they allow for individual diversity and choice.

## 1.1 RESIDENTIAL DESIGN CODE STRUCTURE

The structure of this Residential Design Code follows the design process and is set out as follows:

### 1. ABOUT THIS CODE:

A background to the Residential Design Code and its role in the approval process;

### 2. SUSTAINABILITY:

Achieving a more environmentally friendly dwelling, aiming to reduce your energy consumption;

### 3. PLANNING THE SITING OF YOUR HOME:

Arranging your house in the best way on your allotment;

### 4. YOUR HOUSE AND THE STREET:

Ensuring your block and others work together to contribute to a great, safe and friendly street.



## 1.2 RELATIONSHIP TO CITY OF PLAYFORD DEVELOPMENT CONTROLS

The Residential Design Code is to help your new home be part of a great neighbourhood. Approval from SA Housing Trust does not constitute Development Approval, which is required from the City of Playford; rather a contractual agreement between landowner and developer that prescribed standards are met to achieve project objectives.

Applicants should consult the City of Playford and other relevant authorities for information on other legislation and policies concerning residential development.

**STEP 1:** Read this Residential Design Code and consider the Building Envelope Plan for your allotment.

**STEP 2:** Prepare plans for your allotment and home.

**STEP 3:** Submit plans, materials and colour selections to SA Housing Trust for assessment (your builder will help you to do this, and may undertake this step on your behalf). Further information, clarifications, or amendments may be sought by SA Housing Trust to ensure your design meets this Residential Design Code.

**STEP 4:** Approval granted by SA Housing Trust. Stamped plans will be supplied to your builder for submission to the City of Playford for statutory development assessment.

**STEP 5:** Construction of your home.

**STEP 6:** Playford Alive Bonus Pack. Contact SA Housing Trust on 0457 507 497 to arrange selection of fencing and landscaping and to coordinate installation on-site.

## 1.3 PLAYFORD ALIVE BONUS PACK

The Playford Alive Bonus Pack incorporates a number of bonus items which are included when you purchase your allotment, including:

→ **FREE** front, side and rear fencing; (only where no existing fence)

→ **FREE** front landscaping design and installation;

→ **FREE** letterbox;

→ **\$250** hot water system rebate.

For queries about or help with this Residential Design Code, please contact Playford Alive (SA Housing Trust) on **0457 507 497**



# 2 Sustainability

## 2.1 BUILDING ORIENTATION

- All habitable room (living spaces and bedrooms) windows must have access to natural light (window or skylight).
- A living area\* with a north-facing window must be provided (and should be maximised, with appropriate shading) as per the following tables and diagrams.

## 2.2 WINDOW TREATMENTS

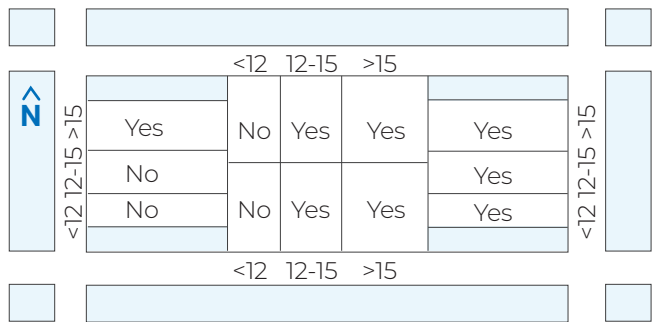
- Where eaves of a minimum width of 0.3m are deemed to be ineffective due to the location of window, sunhoods must be provided to all north, west and east facing walls for protection from summer sun.
- Lower storey windows and glass doors which face north, west or east must also have their own adequate external shading, shown on building plans.
- Roller shutters on publicly visible windows are only acceptable on windows under eaves of at least 1m depth.

## 2.3 WATER HEATING

- Choices for hot water systems are as follows:
  - Gas boosted solar hot water system;
  - Instantaneous gas hot water system (5.5 Star minimum),
  - An alternative that demonstrates as good or better energy savings when compared to gas boosted solar hot water.
- Hot water systems should be located as close as possible to the kitchen and bathrooms, to minimise water loss when waiting for hot water to come through to the shower/bath/sink.

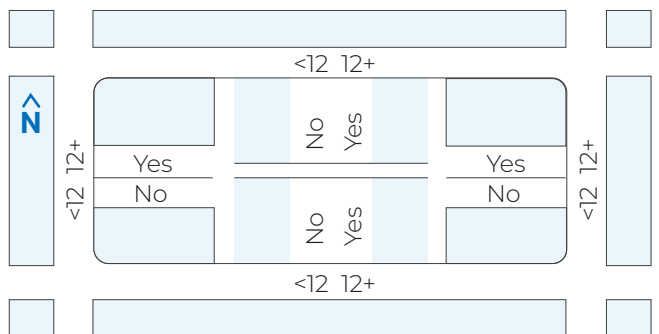
### North facing living area window requirements (front loading)

Window requirements when block faces:				
Frontage	North	South	East	West
<12m	No	Yes	No	No
12m - 15m	No	Yes	Yes	Yes
>15m	Yes	Yes	Yes	Yes



### North facing living area window requirements (rear loading)

Window requirements when block faces:				
Frontage	North	South	East	West
<12m	No	No	No	No
12m+	Yes	Yes	Yes	Yes



\* Living area includes, but is not limited to: lounge rooms, family rooms, dining rooms, living rooms, rumpus rooms etc, but does not include bedrooms, bathrooms, studies or kitchens. SA Housing Trust will consider the function of a room rather than its name on any plans when determining if it is a living area.



# Planning the Siting of Your Home

## 2.4 WATER CONSERVATION

Minimising mains water use and using fit-for-purpose water will reduce demand on the drinking water system and benefit the environment.

### 2.4.1 SMITHFIELD PLAINS AND DAVOREN PARK

- All dwellings are to include a rainwater tank (minimum 1000L), plumbed to a toilet.
- External taps must be provided at both the front and rear of the lot to enable garden irrigation. These taps can be located either in garden beds or on the side of the dwelling (with appropriate conduits in place under house footpaths).



### 3.1 BUILDING ENVELOPE PLAN

Every allotment at Playford Alive is unique and guided by a Building Envelope Plan (BEP). Driveway locations, access points, significant tree protection zones, easements and other impacting elements are detailed on the BEP. Please ensure you apply this Residential Design Code in conjunction with the relevant BEP for your allotment\*. Please note, where the BEP may slightly differ from the building setbacks outlined below, the requirements outlined in the BEP will take precedent.

### 3.2 BUILDING SETBACKS

- Dwellings should conform to the setbacks shown on each allotment's BEP.
- Dwellings that encroach outside the setbacks shown on the BEP will be assessed on merit.
- A setback is defined as the distance between a property boundary and a wall (or in the case of verandahs, the eaves).
- The front wall of your home must be setback between 3m and 5m, apart from a garage, which must have a minimum setback of 5.5m and a maximum setback of 7m.

*\* only if there is a BEP available for your allotment*



- Minor protrusions such as verandahs, eaves, balconies or similar may project forward of the front wall, but shall have a minimum front setback of 1.5m.
- Where the dwelling directly fronts public open space, the front setback to the entire front facade and dwelling reduces to a minimum of 1.5m and a maximum of 3m.
- The setback to a secondary street boundary must be between 1.5m and 3m.
- The setback to a side lane must be between 1m and 2.5m.
- Side boundary setbacks must be at least 1m unless otherwise shown on the BEP.
- For front loading allotments, the rear setbacks are a minimum of 3m for single storey and 6m for two storey components of dwellings.
- For two storey dwellings on East/ West allotments, the setback to the Southern boundary for the second storey component must be at least 1.5m.
- For rear loading allotments, ground floor elements and mews dwellings, the setback can be located a minimum of 0.5m from the rear boundary and must provide a minimum of 1m to one side setback for laneway pedestrian access. Second storey elements can be built to the rear boundary, which helps to minimise visual bulk of garage doors.

Setback requirements	Front loaded allotment		Rear loaded allotment		Design code reference
	MIN	MAX	MIN	MAX	
Front wall to allotment front boundary	3m	5m	3m	5m	3.2
If allotment fronts public open space – front wall to allotment boundary	1.5m	3m	1.5m	3m	3.2
Garage/carport from allotment boundary	5.5m	7m	0.5m	1m	4.13
Garage/carport from front wall	0.5m	2m	–	–	4.12
Verandah eaves from allotment front boundary	1.5m	–	1.5m	–	3.2
Rear wall to allotment rear boundary	3m	–	0.5m	–	3.2
Second storey rear wall to allotment rear boundary	6m	–	0m	–	3.2
Wall setback to side property boundary	1m	–	1m	–	3.2
Wall setback to secondary street boundary	1.5m	3m	1.5m	3m	3.2
Wall setback to side lane	1m	2.5	1m	2.5m	3.2
Two storey dwellings with allotment facing East/ West – second storey setback to Southern boundary	1.5m	–	1.5m	–	3.2
Side setback for garages/carport located on secondary street	2.5m	–	–	–	4.13



### 3.3 PRIVATE OPEN SPACE

Minimum dimensions and overall sizes for private open spaces (POS) help to ensure the functionality of outdoor spaces and encourage indoor/outdoor living. Overly small or narrow spaces are less likely to be used regularly. Front yards are not counted as POS. POS must be provided as per the rates shown in the following table:

Lot size	POS
450m <sup>2</sup> +	60m <sup>2</sup> minimum
<450m <sup>2</sup> (3 + bedrooms)	35m <sup>2</sup> minimum
<450m <sup>2</sup> (3 + bedrooms)	25m <sup>2</sup> minimum

- A minimum dimension of 2m applies to all POS calculations.
- As part of POS a minimum area of 4m x 4m (16m<sup>2</sup>) must be provided that is directly accessible from a living area\*. Where this can not be achieved due to the size of the allotment, in particular to allotments with frontages of 10m or less, SA Housing Trust may consider a minimum POS area of 4m x 3m (12m<sup>2</sup>) subject to the total POS area meeting the minimum requirements.
- A balcony or roof patio of at least 8m<sup>2</sup> can form part of the POS requirement.
- A minimum of 75% of POS must be open to the sky (i.e. no verandahs, pergolas or alfresco areas).
- A maximum of 25% of POS can be a verandah, alfresco area, pergola or under eaves, subject to these areas not being fully and permanently enclosed.
- For mews dwellings on top of garages with rear lane access, POS must be at least 8m<sup>2</sup> and in the form of a balcony.

### 3.4 INCURRED COSTS

- Any costs related to relocation, removal or establishment of any infrastructure, services, utilities, street trees, landscaping, footpaths, kerbing, fencing, retaining walls, under fence plinth etc, required due to the design and siting of your home must be paid for by you.
- SA Housing Trust will not burden any additional expense beyond that which is already constructed or planned.
- Any owner works required as per above must be constructed to match existing infrastructure (in terms of colours, materials, location etc) to the satisfaction of SA Housing Trust.
- If the alignment of your garage is more than 1m offset from the crossover, you are required to relocate the crossover (and any other affected infrastructure) at your expense.
- If there is a level change from the existing levels at the property boundary, you are required to rectify the levels at your expense.

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\* Living area includes, but is not limited to: lounge rooms, family rooms, dining rooms, living rooms etc, but does not include bedrooms, bathrooms, studies or kitchens. SA Housing Trust will consider the function of a room rather than its name on any plans when determining if it is a living area.



# 4

## Your Home and the Street

### 4.1 MATERIALS AND COLOURS

- Your material and colour selections are an important part of creating an individual feel for your home. Your encumbrance application needs to identify the mix of materials, colours and textures proposed.
- Your home should contain a range of building materials on visible wall facades to create interest. Examples include face brick, render and stone. Different colours are also encouraged.

### 4.2 FRONT VERANDAHS

#### 4.2.1 LOT FRONTAGES GREATER THAN 13.5M

- For allotments with frontages greater than 13.5m, the dwelling must have a ground level verandah.
- The width of the verandah is to be at least 50% the width of your home (excluding garage/carport).
- Any part of a verandah that is located in the driveway will not contribute towards minimum width requirements.
- The depth of the verandah is to be at least 1.8m and can incorporate eave widths. The depth of the verandah must be clearly shown on the plans.
- Alternate design outcomes will be considered by SA Housing Trust on merit.

#### 4.2.2 LOT FRONTAGES 13.5M OR LESS

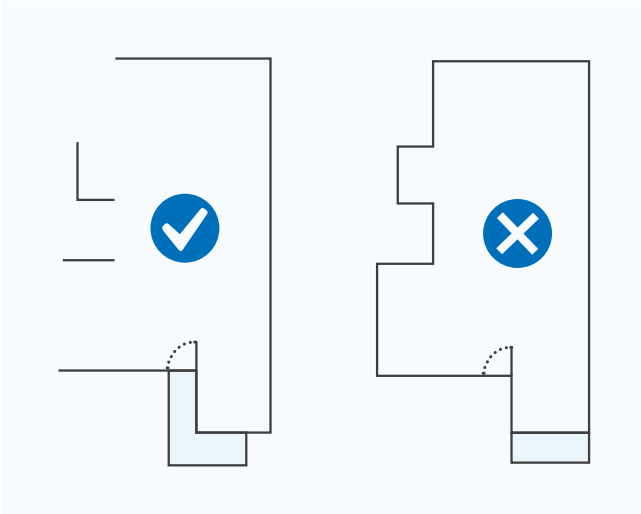
- The dwelling must have a ground level verandah or portico.
- The verandah or portico must have a minimum area of at least 2m<sup>2</sup>.
- The verandah or portico must project at least 0.9m forward of the front wall.
- Alternative arrangements may be considered by SA Housing Trust on merit.

#### 4.2.3 GENERAL DESIGN CONSIDERATIONS

- The size and design of the verandah or portico should complement the style of your home.
- Steel posts are only acceptable when supporting a bullnose verandah. Otherwise, verandah or portico posts must be masonry rendered or brick, to at least 33% the height of the post. Decorative timber posts may be considered by SA Housing Trust when keeping in style with the front facade treatment. Decorative timber posts may include turned timber posts or timber posts with dimensions of at least 0.135m x 0.135m or greater.



### → Examples of Compliant and Non-compliant Verandah Designs:



### 4.3 ROOF DESIGN

- For single storey homes, the roof pitch must be 25 degrees or greater.
- A roof pitch of 22.5 degrees is acceptable on dwellings 13.5m or wider (excluding eaves).
- Skillion roofs may be considered by SA Housing Trust.
- Light roofs colours are required as part of your external materials selections. As a guide, we will support metal roof colours with a Solar Absorptance of SA=0.60\* or less. A Similar colour palette must be observed for tiled roofs. Darker roof colours such as Gully, Wallaby, Monument, Night Sky or Woodland Grey will not be approved.

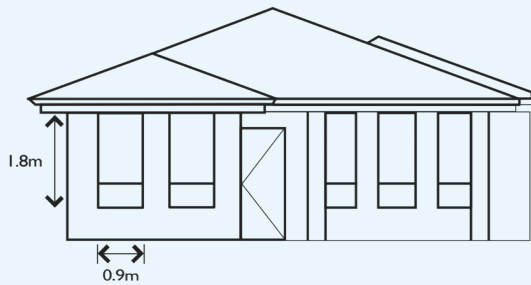
### 4.4 WINDOWS AND DOORS

- Front facade windows (and secondary facade windows on corner lots) are to have a 1.5:1 or greater vertical proportion. That is, the height of the window must be at least 1.5 times the width.
- Horizontal windows in groups of 2 or more which are vertically aligned (that is, one above the other) may be considered by SA Housing Trust as an appropriate alternative to vertical windows on public facades. Horizontal windows are required to have a minimum 1:3 or greater vertical proportion (that is, the width of the window must be at least 3 times the height).
- A single horizontal window may be considered on a secondary street facade, provided it has a minimum 1:3 or greater vertical proportion.
- If there is a request to diverge from the window design principles outlined above, alternative front facade windows shall be considered by SA Housing Trust when:
  - The windows are positioned entirely under the verandah or portico; or
  - A bay window design is incorporated into the front facade.
- Square feature windows no larger than 0.6m x 0.6m may be considered by SA Housing Trust.

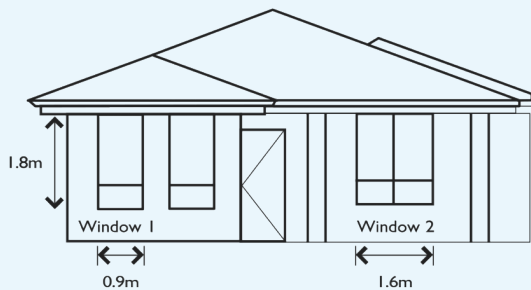
\*Refer to Colorbond® steel core colours colour chart.



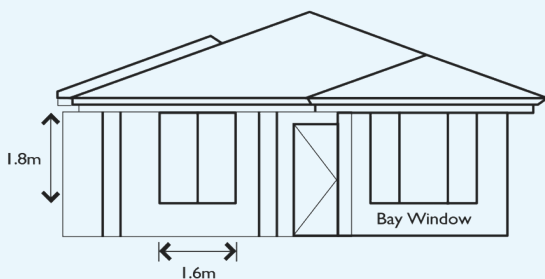
## Example of Compliant and Non-Compliant Windows



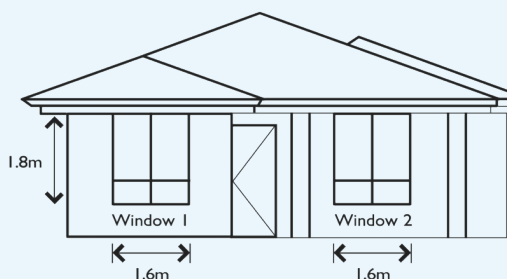
- ✓ All windows meet 1.5:1 vertical proportion.



- ✓ Window 1 meets 1.5:1 vertical proportion. Window 2 does not meet 1.5:1 vertical proportion BUT is located entirely under the verandah (or portico).

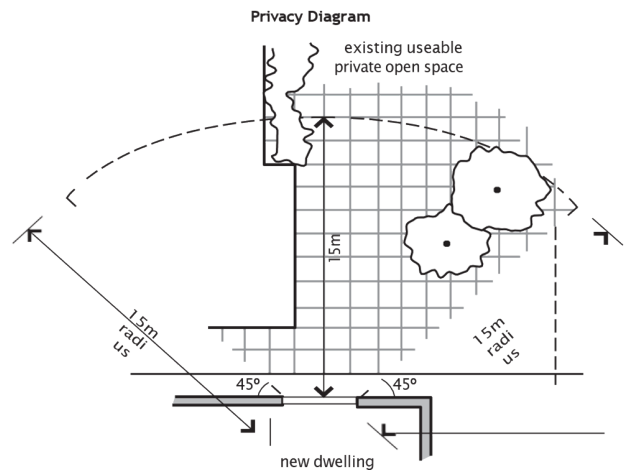


- ✓ 1.5:1 vertical proportion not met BUT will be considered in conjunction with a bay window.



- ✗ Window 1 does not meet 1.5:1 vertical proportion. Window 2 does not meet vertical 1.5:1 proportion and is not positioned entirely within the verandah (or portico).

- Upper storey windows with the potential for overlooking into a neighbouring property's POS are to have minimum sill heights of 1.7m or have fixed obscure glazing to 1.7m above floor level. Other screening solutions may be acceptable at the discretion of SA Housing Trust.



## 4.5 BUILDING HEIGHT

- Dwellings shall be no more than 9m in height from finished ground level to the top of the roof pitch.
- Roof space may be utilised as a third level with windows, dormers and the like, providing this does not unduly impact on the roof form or significantly increase building bulk.

## 4.6 CORNER BUILDINGS

- Homes on corner allotments need to address both public facades (including secondary streets, lanes and reserves) to the same quality of detail and articulation.
- The same quality of materials, themes and detailing of the front facade is to be replicated on the secondary facades.
- Blank walls on secondary facades will not be permitted.



- The following elements should be considered to adequately address secondary streets facades:
  - Wrap-around verandahs;
  - Windows on secondary frontages (that also meet verticality requirements of front facades);
  - Blade walls;
  - Balconies;
  - Feature materials and detailing;
  - Wall articulation and modulation;
  - Air conditioning units and hot water services are not to be located on the secondary street/lane/reserve facade. Corner allotments are designed to accommodate services on the opposite side of the allotment, away from the secondary facade;
- Meter boxes (including any associated pipes and/or conduit) are to be painted to match the dwelling wall (render or brick).

#### 4.7 BONUS PACK FRONT FENCING

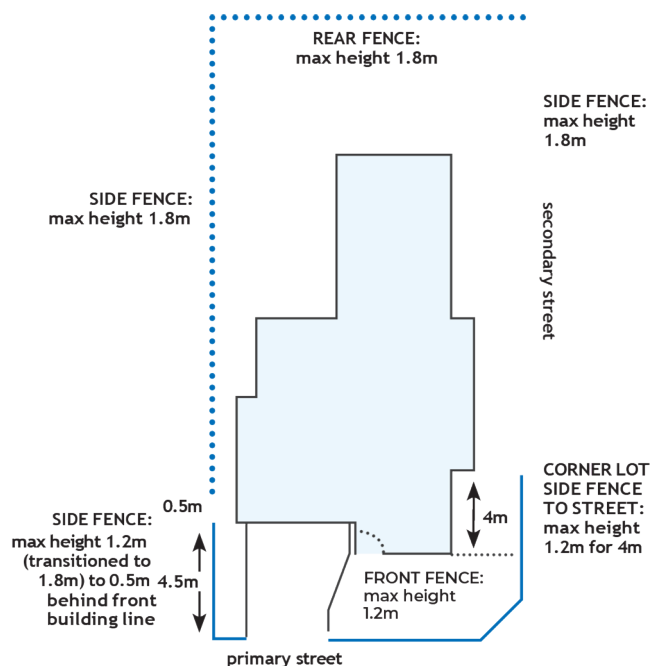
- Fencing and a letterbox are included as part of the Playford Alive Bonus Pack. You should consider the following when selecting your front fencing.
- Front boundary definition in the form of fences or low walls is required.
- Colours and materials are to follow the main building colour palette.
- Front fencing must include transparent components.

- Front fences must be a minimum of 0.9m high to a maximum of 1.2m high.
- All front fencing must extend a minimum of 0.5m on side boundaries behind the front facade of the building (or adjacent building, whichever is closer to the front boundary).

#### 4.8 BONUS PACK SECONDARY STREET FENCING

A secondary street fence is to be installed as per the front fence for a minimum distance of 4m behind the front building line (front wall). The remainder of the secondary street fence is to be 1.8m in height and shall be Good Neighbour Colorbond®.

The colour of the fence is determined by SA Housing Trust.



#### 4.9 BONUS PACK SIDE AND REAR FENCING

Side and rear fencing between properties is to be 1.8m in height and shall be Good Neighbour Colorbond®, commencing at least 0.5m behind the front wall of the building.

#### 4.10 BONUS PACK CORNER COTTAGE FENCING

Corner cottage lots or other corner lots which incorporate multiple dwellings, must be designed to minimise Colorbond® fencing on street/lane/reserve facades. Semi-transparent fencing or tubular fencing to 1.2m in height must be maximised.

#### 4.11 SIDE ACCESS GATES AND FENCING

Where the distance between a wall and a side boundary is 2m or more, it is unacceptable to construct fencing of Colorbond® material. A different material, such as wood slat fencing, custom mini orb or other materials to SA Housing Trust satisfaction, must be used instead. Explicit commitment to fencing design and materials and any screening landscaping must be provided as part of the Residential Design Code approval process. This is to be provided at your expense.

#### 4.12 GARAGE ACCESS – FRONT LOADING ALLOTMENTS

→ The location of your garage/carport plays a big role in the visual presence of your house on the street. The aim in Playford Alive is to invite social interaction with neighbours and minimise the visual impact of garages. The BEP for your allotment specifies the location of the driveway and therefore the garage. The BEP also shows whether your garage/carport can be located on the side property boundary.

- Garages must be setback a minimum of 5.5m from the property boundary and must be a minimum of 0.5m and a maximum of 2m behind the main face of the dwelling.
- Garage widths must not comprise more than 55% of the dwelling width.
- Triple garages are only permitted off rear lanes on blocks of 12m width or more.
- Carports are required to have corner pillars, brick or be rendered to match the dwelling. Steel posts are not acceptable.

#### 4.13 GARAGE ACCESS – REAR LANE AND SECONDARY STREETS

- When an allotment has a rear lane, vehicular access must only be from the rear lane unless otherwise shown on the BEP.
- Garages can be located a minimum of 0.5m to a maximum of 1m from the rear boundary.
- Garages on secondary streets can be located a minimum of 2.5m from the side boundary and should be at least 0.5m behind the dwelling wall.
- If a carport is used then the roller door mechanism must be hidden from view by way of wing walls.
- If solid walling is to be provided, colours and materials shall match the dwelling.
- Roofing in terms of materials, colours and styling must match the dwelling roof.
- The columns that front the rear lane should be brick or rendered to match the dwelling.
- Garage doors must be roller or panel lift doors and not tilt up doors.



#### 4.14 GARAGE DOORS

- The house should be the dominant feature when viewed from the street with the garage/carport a secondary element.
- Where conventional Colorbond® materials are proposed for double garages/carports, it is required to have a central column, brick or be rendered to match the dwelling.
- Double garages/carports are not required to have central columns, if they are sectional panel lift in nature.
- Double garages/carports, when in association with a two storey house (where the house is above at least half the width of the garage) are not required to have a central column.

#### 4.15 LANDSCAPING AND DRIVEWAYS

Design and installation of the front yard landscaping is included as part of the Playford Alive Bonus Pack. Once landscaping has been installed, homeowners are required to maintain all publicly visible landscaping to SA Housing Trust standards. A sealed driveway is required to be installed prior to the installation of the front yard landscaping.

#### 4.16 UTILITY ELEMENTS

- Utility elements such as meter boxes, hot water services, air conditioners, clotheslines, pool filters, TV antennas, outbuildings and sheds must be located to be hidden from view from public areas.
- Pitching height of any outbuildings shall not be higher than the underside of eaves of the main dwelling.
- Evaporative air conditioning systems must be of a low profile type, be well set back from the front facade and not visible from the street.




- Solar panels shall be located on the roof, ideally where they are not visible from public areas and should in the first instance be located on the northern elevation, otherwise on the western elevation.
- Solar panels must be supported on the roof and not on a separate frame.
- Meter boxes must be painted to match the dwelling wall (render or brick) and be setback 1.5m from the front corner of the house.
- Where possible, meter boxes are to be located on the opposite side from a secondary street corner.
- Garbage bins must be stored on the property out of sight from the street.
- Suitable screening may be necessary to screen utility elements and garbage bins.

#### 4.17 NATIONAL BROADBAND NETWORK (NBN)

It's important that you talk your builder and cabling about the telecommunications services you may wish to access in your home and provide guidance on where NBN equipment, phone and data outlets should be located for the services you want.

All purchasers of land or premises (where broadband services are available) must ensure that any wiring of those premises complies with the "NBN Co In Home Wiring Guide for single dwelling units and multiple dwelling units" which is published on NBN Co's website (see below). Any failure to comply with this guide may prevent connection to the NBN infrastructure or may result in additional costs being incurred by you in order to connect to the NBN.

#### For more information:

-  [www.nbnco.com.au/newdevelopments](http://www.nbnco.com.au/newdevelopments)
-  1800 881 816
-  [newdevelopments@nbnco.com.au](mailto:newdevelopments@nbnco.com.au)



## 4.18 DESIGNING WITH SLOPE

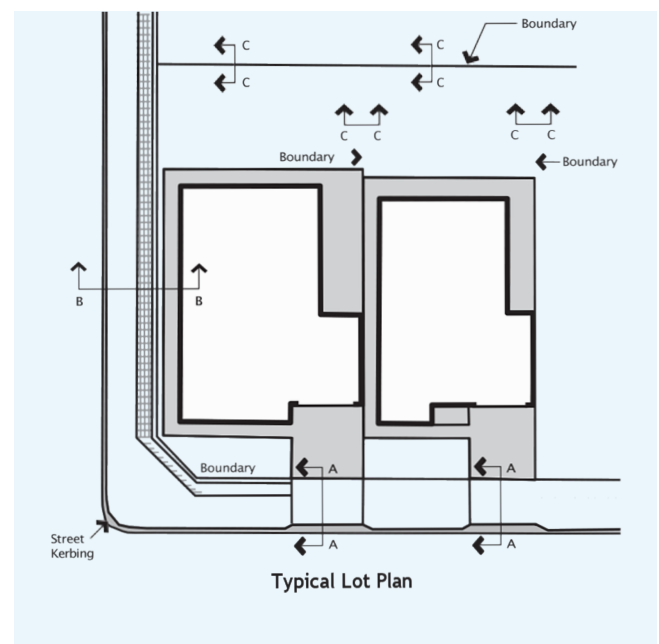
- While most land at Playford Alive has a gentle slope, it is important that you design the levels of your house to minimise excessive cut and fill that can lead to expensive retaining walls which can detract from your home's appearance. The floor level of your house in relation to the street can have a big impact on the overall appearance and cost of your home.

### ENGINEERING PLANS

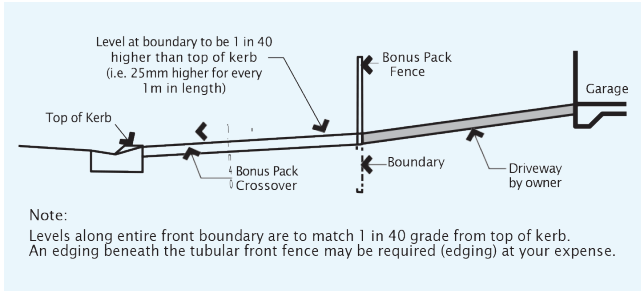
- SA Housing Trust will require engineering plans for assessment of final levels and grades, finished floor level of the house, stormwater connection and checking all the retaining wall details;
- When considering the siting of your home, make sure:
  - Your finished floor level is set to minimise cut and fill across the allotment and avoid unnecessary and expensive retaining walls;
  - Your crossover grade meets Australian standards and in accordance to council specification. Refer to Section A-A for details;
  - Your driveway grade meets Australian standards, enables easy access to your garage, and is constructed with the correct levels at the boundary. Refer Section A-A for details;
  - That levels at the property boundary are not altered from existing levels. If there is a level difference, any rectification works undertaken will be at your expense.

Refer to Section B-B and Section C-C for details;

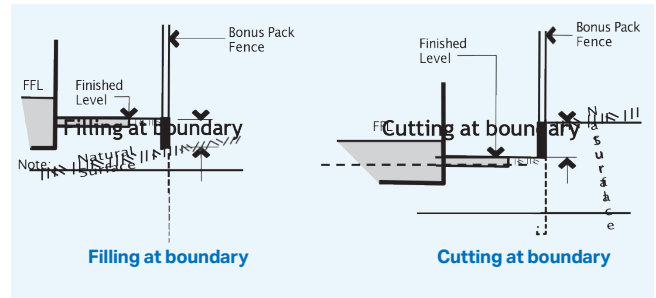
- That retaining walls at the front of the home are minimised (generally less than 0.6m in height). If retaining to the front of the home is required, or is publicly visible, the height and the extent must be clearly shown on the plan and decorative material shall be used.



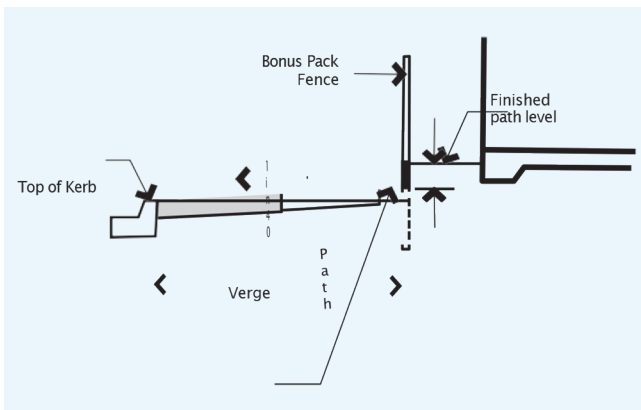
## Typical Section A-A showing level of driveway and crossover.



## Typical Section C-C showing levels at common boundaries



## Typical Section B-B showing levels alongside boundary of corner lots.



Finished verge level will be at 1 in 40 from top of kerb (i.e. 25mm higher for every 1m in length).

### Note:

1. If the finished level is 200mm higher (or less) than verge level, an under fence plinth can be installed by the fence contractor (at your expense).
2. If the level difference is greater than 200mm, an engineered retaining wall is required (at your expense).

### Note:

1. If you need to change a level at the boundary (either filling or cutting as above) you need to provide a retaining wall.
2. If the level difference is 200mm or less, an under fence plinth has been constructed, however any alteration to the under fence plinth will be at your expense.
3. If the level difference is greater than 200mm, an engineered retaining wall is required (at your expense).
4. If the level differences are as a result of both neighbours' requirements, the costs should be shared.





# PLAYFORD ALIVE



Government  
of South Australia

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SA Housing Trust

# ANNEXURE B

## Building Envelope Plan

[The Building Envelope Plan is not applicable. ]

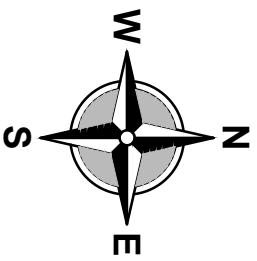
[No Building Envelope Plan (BEP) is attached.]

# ANNEXURE C


## Driveway Location and Development Zone Plan

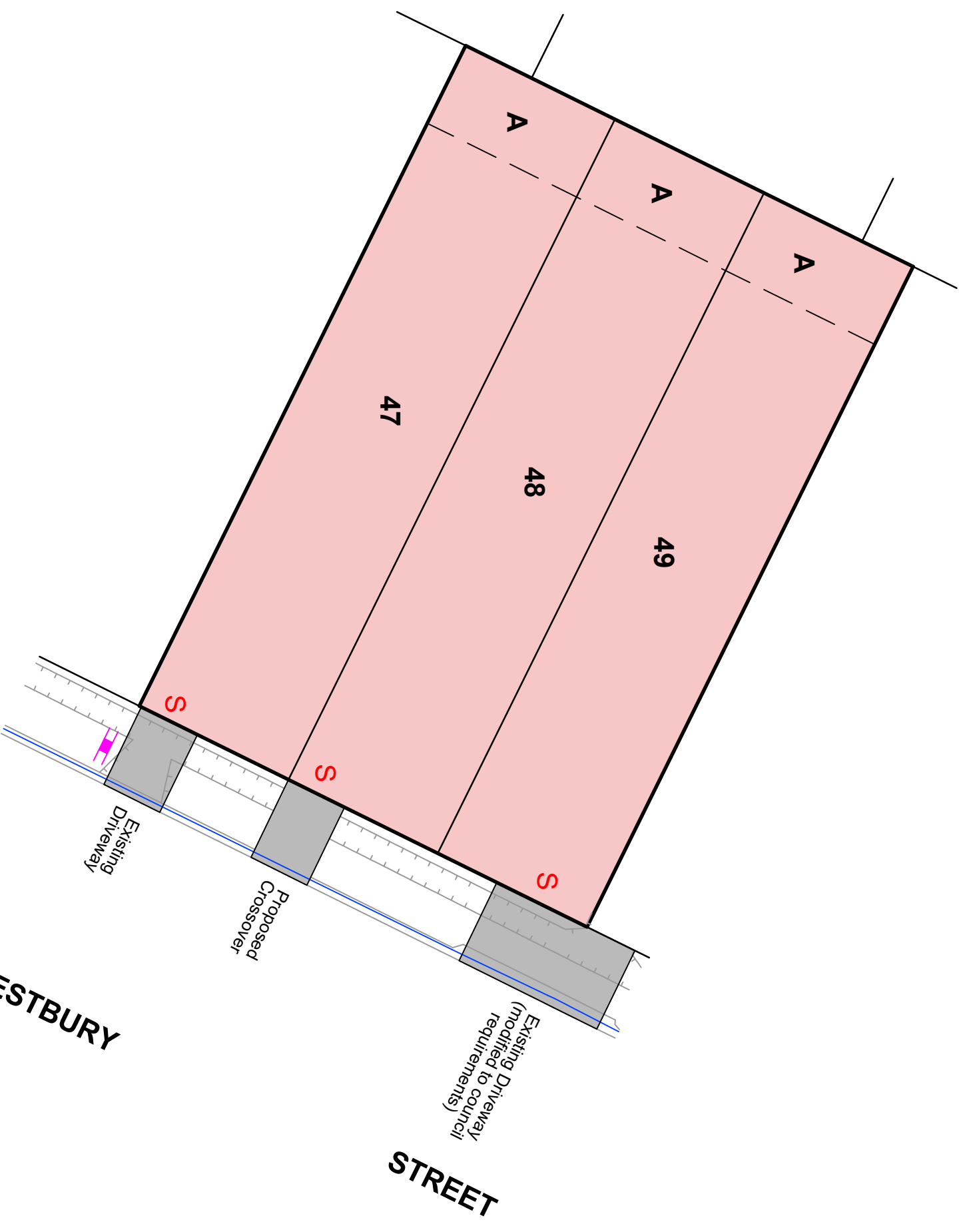
# DAVOREN PARK

## Driveway Location & Development Zone Plan



REV A 03/12/2025  
SAHT: 1493/113  
76003031

- A** Denotes sewer easement
  - S** Denotes single driveway location
  -  Denotes Development Zone Land
- Each allotment requires a 5,000 litre detention tank by land owner
- Driveway/crossover to be constructed by land owner in accordance with council standards and requirements
- Land Purchaser to refer to Advisory Note 4 of the Decision Notification Form (relating to the land division application)



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

DATED.....

**CERTIFICATION** *\*Delete the inapplicable*

**Encumbrancer(s)**

\*The Certifier has taken reasonable steps to verify the identity of the encumbrancer or his, her or its administrator or attorney.

\*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

\*The Certifier has retained the evidence to support this Registry Instrument or Document.

\*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

<Name of certifying party>  
<Capacity of certifying party>

for: <Company name>

on behalf of the Encumbrancer

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**Encumbrancee(s)**

\*The Certifier has taken reasonable steps to verify the identity of the encumbrancee or his, her or its administrator or attorney.

\*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

\*The Certifier has retained the evidence to support this Registry Instrument or Document.

\*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

<Name of certifying party>  
<Capacity of certifying party>

for: <Company name>

on behalf of the Encumbrancee

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