

E 11955202



12:09 17-Jun-2013

Single Copy Only

3 of 3

Fees: \$144.00

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF
ENCUMBRANCE


FORM APPROVED BY THE REGISTRAR-GENERAL

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

Prefix
E
Series No.
34

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886


Solicitor/Registered Conveyancer/Encumbrancer

REBECCA ANNE DURIAN

AGENT CODE

Lodged by:

Barker + Hall BARTP

Correction to:

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

1.
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

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

ITEM(S)	AGENT CODE

R-G 010609

BNEDOC5 4890397_1.doc

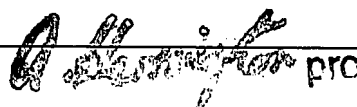
CORRECTION

PASSED



REGISTERED

- 3 JUL 2013

 pro

REGISTRAR-GENERAL




IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed *herein /in Memorandum No. _____ subject to such exclusions and amendments specified herein.

* Delete the inapplicable

DATED the X 17 day of X June 2013


Signature of KYM ZDRAVKO BILECKI -


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. A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing.

DEANIDE SHEREE BROWN
Print Full name of Witness (BLOCK LETTERS)

34 VICTORIA STREET

VICTOR HARBOR SA 5211
Address of Witness

Business Hours Telephone No (08) 89523514

MEMORANDUM OF ENCUMBRANCE

CERTIFICATE(S) OF TITLE BEING ENCUMBERED

The whole of the land comprised in Certificate of Title Register Book
Volume 5305 Folio 133

ESTATE AND INTEREST

Fee Simple

ENCUMBRANCES

Nil

ENCUMBRANCER (Full name and address)

KYM ZDRAVKO BILECKI

of 10 Seagull Avenue, Hayborough SA 5212

ENCUMBRANCEE (Full name, address and mode of holding)

ICA (SOUTH AUSTRALIA) PTY LTD ACN 062 706 192 (IN LIQUIDATION) (RECEIVERS AND MANAGERS APPOINTED) (CONTROLLERS APPOINTED)

of c/ BDO, Level 6, 10 Eagle Street, Brisbane Qld 4000

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 (10c)

(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
THREE THOUSAND NINE HUNDRED AND NINETY NINE YEARS
(3,999)

(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
IF DEMANDED

refer page 3

COVENANTS

The Encumbrancer desiring to render the land above described for the purposes of securing to and for the benefit of the Encumbrancee the payment of the sum of money and the performance and observance of the covenants on the part of the Encumbrancer hereinafter contained **DOES HEREBY ENCUMBER 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 payment (if demanded) of the yearly rent charge of 10 cents payable on the 30th of June each year commencing on the 30th of June next ensuing after the execution hereof **AND** the Encumbrancer for itself and its successors in title covenants with the Encumbrancee and each and every registered proprietor for the time being of allotments described as Allotments 1 to 111 in DP43705 and the land described as Lots 1 to 13 on CP 23941 (such land and any allotments derived from that land together being hereinafter called the "**Development Area**") and all successive owners, assignees, executors, administrators, and transferees as part of a common building scheme of development for the Development Area as follows:

1. The Encumbrancer will pay to the Encumbrancee the rent charge of **TEN CENTS (10¢)** (if demanded) on 30 June next and on each subsequent 30 June.
2. Nothing in this Encumbrance relating to payment of the yearly rent charge in any way affects or prejudices the rights of the Encumbrancee to an injunction to prevent or restrain any breach of any of the covenants contained in this Encumbrance or to damages for such breach.
3. In this Encumbrance, unless the contrary intention appears:
 - 3.1 "**Architectural Code**" means the Wirrina Cove Woodlands Green (Lifestyle Village) and the Vistas (Ocean Heights) – Architectural Code as varied from time to time the terms of which at the date of this Encumbrance are contained in **Annexure 1**;
 - 3.2 "**develop**" includes the construction, erection, placement or installation of any building, structure, fence, wall or other external fixture or fitting (including, without limitation, any rainwater tank, solar water heating unit, air conditioning unit, sign, tank, clothes line, letter box, pole, television antenna, radio aerial, garden ornament, flood light, spotlight or any light illuminating any pool, tennis court, or other area), the painting or staining of the exterior of any building, structure, fence, wall or other external fixture or fitting, the filling, excavation, grading or levelling of land and the removal or alteration of rock, stone, tree stumps, sand, soil or other significant natural features, any other site works and landscaping, and includes demolition, conversion, alteration, addition or other change to any of the above, and "**development**" has a corresponding meaning;
 - 3.3 "**Encumbrance**" means this document and the Memorandum of Encumbrance Form M2 and Architectural Code attached;
 - 3.4 "**land**" means the land described in the first panel on page 1 of this Encumbrance;
 - 3.5 "**landscaping**" includes the provision, arrangement or planting on the land of trees, shrubs, ground covers, grassed areas, other natural elements, paving and

siteworks which are appropriate to the condition and the use of the land so as to enhance or complement the character of the locality and any quality or condition of the locality that conduces to its harmony, pleasantness or enjoyment;

- 3.6 "to undertake" means to commence or proceed with such an act or to cause suffer or permit such an act to be commenced or proceeded with; and
- 3.7 "plans" includes a site layout showing proposed development uses (including proposed access drive and on-site parking provision), details of the proposed stormwater drainage system, elevations and other details of buildings, structures, fences, walls, other external fixtures and fittings and siteworks necessary to indicate their architectural theme and a schedule of construction materials and colours and all must, where appropriate, be of a standard suitable for presentation to a council (as the expression is defined in sub-section 4(1) of the *Development Act, 1993*) for approval under the *Development Act, 1993*.
4. During the continuance of this Encumbrance the Encumbrancer must not undertake any development on the land without the prior written approval of the Encumbrancee.
5.
 - 5.1 Before seeking or otherwise applying for the written approval of the Encumbrancee to undertake any development the Encumbrancer must submit plans (in duplicate) to the Encumbrancee.
 - 5.2 The plans must conform, so far as possible, with the Architectural Code and, if the plans are for the construction of a dwelling, they must include or be accompanied by plans for the landscaping of the balance of the land.
 - 5.3 The Encumbrancee will, with all reasonable expedition, consider or cause to be considered plans which are submitted by the Encumbrancer and upon the Encumbrancee being satisfied with the plans, it will give written notice to the Encumbrancer of its approval.
 - 5.4 The Encumbrancee will not unreasonably refuse to approve the Encumbrancer's plans. In this regard a refusal by the Encumbrancee to approve will not be or be deemed to be unreasonable if an architect member of the Royal Australian Institute of Architects or a corporate member of the Royal Australian Institute of Architects or a corporate member of the Planning Institute of Australia or a member of the Australian Institute of Landscape Architects (as appropriate) nominated by the Encumbrancee certifies:
 - 5.4.1 that the works or any part of them do not conform with the provisions of this Encumbrance or with the general standards of design and planning of the development of other land within the Development Area; or
 - 5.4.2 that the works or any part of them are undesirable by reason of the effect they would have upon the development, appearance, health or amenities of part or all of the Development Area within which the land is situated.

- 5.5 Having obtained the written approval of the Encumbrancee to undertake works, which may be given subject to conditions, the Encumbrancer will not permit any undue delay to occur in the commencement of the works other than in accordance with the terms of that written approval.
6. During the continuance of this Encumbrance, the Encumbrancer must not: -
- 6.1 erect or permit to be erected upon the land any dwelling in which the total area of masonry is less than 40% of the total area of external walls, unless it is architecturally designed and specifically approved by the Encumbrancee;
 - 6.2 erect or permit to be erected upon the land any dwelling in which the vertical distance between the top of the external wall closest to the front boundary of the land and the natural ground level immediately below that point on the wall is greater than 3 metres, other than ridge lines and gable ends where the distance must not exceed 7 metres, unless specifically approved by Encumbrancee;
 - 6.3 fail to complete the landscaping to the satisfaction of the Encumbrancee within 12 months of the substantial (as determined by the Encumbrancee) completion of the building on the land or fail to maintain the land and the landscaping in good order and condition;
 - 6.4 fail to cut down all weeds growing on the land or otherwise to keep and maintain the land free from rubbish and generally in good order and condition;
 - 6.5 fail to maintain any fence on the land in good and proper repair or to repair or maintain such fence with the same materials from which the fence is constructed and if the fence is replaced by the Encumbrancer the replacement fence must be either of the same construction and of the same material as the existing fence or of some similar construction and material approved by the Encumbrancee in writing;
 - 6.6 divide, subdivide or re-subdivide the land without the prior written approval of the Encumbrancee;
 - 6.7 use the land and the improvements on the land for other than private residential and ancillary purposes;
 - 6.8 erect, place or cause to be erected or placed on the land any structure commonly known as a "transportable" dwelling;
 - 6.9 suffer or permit any caravan, tent or other shelter to be used as a place of residence on the land, the intent being that the sole place of residence on the land will be the dwelling which is constructed on the land;
 - 6.10 seek any financial contribution from the Encumbrancee for the erection, replacement, repair or maintenance work of or in relation to any fence on the land;
 - 6.11 at any time plant cultivate or grow or cause permit or allow to be planted cultivated or grown on the land grass known as kikuya and if the Encumbrancer

becomes aware that such grass is growing on the land then the Encumbrancer will immediately take all reasonable steps to remove it;

- 6.12 cause permit or allow any caravan, trailer, horse float, other vehicle or boat to be parked or stored permanently on the land:
 - 6.12.1 anywhere on the land prior to completion of a dwelling on the land unless related to the construction of the dwelling; or
 - 6.12.2 after completion of a dwelling between the front building line and street frontage of the land, unless wholly contained in a garage or carport provided that a motor car, motor cycle or passenger van may be parked on a driveway between the front building line and the street frontage; or
- 6.13 obstruct or do anything which might prevent or hinder the Encumbrancee (or its servants, agents or contractors) from entering the land for the purpose of remedying any breach of the Encumbrance by the Encumbrancee, of which the Encumbrancee has given the Encumbrancer at least 14 days notice and which remains unremedied.

TO THE INTENT that the burden of the covenants contained in clauses 4, 5 and 6 run with and bind the land and every part of it and to the intent that the benefit of those clauses is annexed to and devolves with each and every part of the land comprised in the Development Area.

- 7. The Encumbrancer must not sell or transfer the Encumbrancer's interest in the land or any part of it without obtaining from the purchaser or transferee of that land binding agreements:
 - 7.1 to execute and lodge for registration under the *Real Property Act 1886*, as the first document immediately after the registration of the Memorandum of Transfer in respect of that land, a memorandum of encumbrance in favour of the Encumbrancee or its nominee in the same or substantially similar terms as are contained in this Encumbrance, and the Encumbrancer must ensure that the memorandum of encumbrance is lodged for registration and is registered as soon as practicable after the settlement of the sale or transfer; and
 - 7.2 to provide in writing to the Encumbrancee all information reasonably required by the Encumbrancee for the purpose of complying with the requirements of the Foreign Investment Review Board for the maintenance of the area of which the Development Area forms part as an Integrated Tourist Resort.
- 8. Once the Encumbrancer:
 - 8.1 ceases to be registered as the proprietor of the land; and
 - 8.2 causes compliance with clause 7 of this Encumbrance,

the Encumbrancer is released and discharged from any obligations under this Encumbrance but remains liable, if requested by the Encumbrancee and at the

Encumbrancee's cost, to use its best endeavours to secure compliance with this Encumbrance by all the Encumbrancer's assigns and successors in title.

9. The Encumbrancer acknowledges for itself and its assigns and successors in title that:
 - 9.1 the covenants set out above are entered into and undertaken for the purpose of the common building scheme of development for the whole of the land comprised in the Development Area;
 - 9.2 despite anything else in this Encumbrance or elsewhere the Encumbrancee may, in its absolute discretion at any time and from time to time, modify waive or release any of the provisions of any encumbrance relating to any land forming part of the Development Area (whether imposed or entered into before or at the same time as or after the date of this Encumbrance and whether they are the same as the provisions of this Encumbrance or not); and
 - 9.3 the Encumbrancee is not liable to the Encumbrancer or its assigns or successors in title and none of them will have any action cause suit claim or demand of any nature whatsoever against the Encumbrancee arising out or in any way connected with the exercise by the Encumbrancee of its right to modify waive or release any of those provisions.
10. A waiver by the Encumbrancee of any breach of any provision of this Encumbrance is not and may not be construed to be a waiver of any subsequent or other breach of the same or any other provision. Any failure on the part of the Encumbrancee to require or exact full and complete compliance with any of the provisions of this Encumbrance is not and may not be construed to be as in any manner changing the terms of this Encumbrance or as preventing the Encumbrancee from enforcing the full provisions of this Encumbrance.
11. Subject to this Encumbrance the Encumbrancee has all the powers rights and remedies given to an Encumbrancee by the *Real Property Act, 1886*.
12.
 - 12.1 If the Encumbrancee exercises its power of sale under the *Real Property Act, 1886*, then
 - 12.2 it has the right and power to require any purchaser, at the cost and expense of the purchaser, to execute and lodge for registration under the *Real Property Act 1886*, as the first document immediately after the registration of the Memorandum of Transfer in respect of the land sold, a memorandum of encumbrance in favour of the Encumbrancee or its nominee in the same or substantially similar terms as are contained in this Encumbrance,

and to the extent that this clause in any way detracts from or otherwise prejudices the ability of the Encumbrancee to procure a purchaser in the exercise of that power of sale, the Encumbrancee will not be or be deemed to be in breach of its obligation to mitigate its losses and damages and the Encumbrancer for itself and its assigns and successors in title waives and abandons all its rights in that regard.

13. If any provision of this Encumbrance is or is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is to be severed from this Encumbrance but the remainder of the provisions remain in full force and effect and are in no way affected impaired or invalidated.
14. The Encumbrancer is liable for and will pay to the Encumbrancee on demand:
 - 14.1 all costs (including legal costs on a solicitor/own client basis) of and incidental to the preparation execution stamping and registration of this Encumbrance;
 - 14.2 all costs (including legal costs on a solicitor/own client basis) which may be incurred by the Encumbrancee or for which the Encumbrancee may be or become liable:
 - 14.2.1 in the exercise or enforcement or attempted exercise or enforcement of any power right or remedy conferred on the Encumbrancee by this Encumbrance or by law; or
 - 14.2.2 in any way owing or relating to the breach of any covenant contained or implied in this Encumbrance,and all those costs are secured by this Encumbrance.
15.
 - 15.1 Every communication under this Encumbrance must be in writing and be delivered personally or sent by prepaid post or facsimile and will be deemed to have been received:
 - 15.1.1 in the case of a facsimile, at the time of dispatch; and
 - 15.1.2 in the case of pre-paid post, 2 days after posting.
 - 15.2 Every communication is to be addressed to the relevant party at its address as stated on page I of this Encumbrance (or to such other address as that party may at any time after the date of this Encumbrance give notice) and, in the case of a facsimile, to the number for transmission advised by the relevant party to the other or to any other number which is listed in an official directory as the facsimile number for that party.
 - 15.3 Any communication to be given by the Encumbrancee is proper and effective if it is signed by any director, officer, secretary, manager, solicitor or other person authorised by the Encumbrancee.
16. To the extent to which any of the provisions of the Architectural Code are or are determined to be inconsistent with any of the provisions of this Encumbrance, then the provisions of the Architectural Code prevail to the extent of that inconsistency.
17. In this Encumbrance, unless the context otherwise requires:

- 17.1 where the Encumbrancer comprises two or more persons, this Encumbrance binds those persons jointly and each of them severally;
- 17.2 words importing the singular include the plural and vice versa;
- 17.3 word importing the masculine gender include the feminine and neuter genders and vice versa;
- 17.4 the expression "person" includes a body corporate;
- 17.5 a reference in this Encumbrance to any statute includes all statutes amending consolidating or replacing that statute and all regulations and by-laws under that statute;
- 17.6 this Encumbrance binds the Encumbrancer and its executors successors administrators and assigns and enures for the benefit of the Encumbrancee and its successors and assigns, and
- 17.7 the expressions "Encumbrancer", "Encumbrancee" include the Encumbrancer and the Encumbrancee and their respective executors successors administrators and assigns.

ANNEXURE 1
Architectural Code

WIRRINA COVE WOODLANDS GREEN (Lifestyle Village) AND THE VISTAS (Ocean Heights) ARCHITECTURAL CODE

The Purpose of the Architectural Code

These Residential Building Guidelines have been prepared in accordance with the Objectives and Principles of Development Control for the Wirrina Cove Zone as designated in the Development Plan of the District Council of Yankalilla.

The Guidelines promote objectives outlined by the developers and Local and State Government for the creation of an attractive, high quality residential environment within a World Class Resort.

The Guidelines relate to the design of residential dwellings and associated development such as sheds, fences and antennae to maintain the overall quality and resort character of the development.

Overview of The Architectural Code

The Architectural Code allows for flexibility of design. The Design Review Assessor will consider all high quality, innovative solutions that satisfy the built form vision as detailed in the Architectural Code.

The Architectural Code is binding on Lot owners and occupiers for the benefit of all other owners within the Woodlands Green and The Vistas community. The Architectural Code is subject to and does not override the Encumbrance, Scheme Description or By-laws of the Community Scheme or relevant Government Agency requirements.

The Design Review Assessor will ensure the Architectural Code is correctly interpreted and enforced. The intent is to provide guidance to developers, owners and occupiers and their design consultants, with the aim of ensuring the successful construction of a cohesive and high quality environment in the community scheme, compatible with the overall vision for the Woodlands Green and The Vistas community.

The Design Review Assessor will be appointed by the Developer in accordance with the Encumbrance.

The Architectural Code requirements are additional to those required to comply with the Development Act 1993 and Regulations, Yankalilla (DC) Development Plan and Building Code of Australia.

The Process

On settlement of the purchase of your allotment, an encumbrance is registered on your title as a condition of the purchase. This encumbrance requires that plans for the construction of a dwelling be submitted to the developer for approval.

All plans and applications under the encumbrance must conform to these Guidelines relating to new house construction, renovations to existing houses and outbuildings, fences and fixtures.

Encumbrance Approval

Details of all building works that you propose for your allotment are required to be submitted to the Encumbrancee for approval. This includes houses, garages, outbuildings, fencing and landscaping.

Notwithstanding any other provision in the Architectural Code, the Developer in consultation with the Design Review Assessor retains the discretion to consider designs and materials for

WIRRINA COVE WOODLANDS GREEN (Lifestyle Village) AND THE VISTAS (Ocean Heights) ARCHITECTURAL CODE

Improvements (whether or not they are prescribed by the Architectural Code) on a case-by-case basis.

Variations to an Application must be resubmitted to the Design Review Assessor for approval. The variation must be clearly identified on the relevant plans and accordingly justified. There is no obligation to approve variations.

Encumbrance approval is a two-step process as follows:

Step 1 – Pre Council Approval – submit two copies of the following documents to the Seller for approval prior to seeking planning and building consent from District Council of Yankalilla:

- Concept Site Plan – 1:100 or 1:200 scale
- Concept Floor Plans – 1:100 scale
- Concept Elevations of the house – 1:100 scale
- Concept Roof Plan – 1:100 scale
- Concept Landscaping Plan – 1:100 or 1:200

Step 2 – Post Council Approval – submit two copies of the following documents to the Seller for approval prior to commencing construction:

Site Plan – 1:100 or 1:200 scale

- Setbacks from all boundaries
- Existing contours
- Finished site levels and floor levels
- Driveways, pathways, fence locations
- Outbuildings

Floor Plans – 1:100 scale

External Elevations of all sides of the house – 1:100 scale

Building Section – 1:100 scale

Roof Plan – 1:100 scale

Landscaping Plan – 1:100 or 1:200 scale

- Planting – layout, species, size and number
- Retaining walls
- Building outline
- Driveways, pathways, fence, letterbox details
- Patios, pergolas
- Swimming pools or other water features

Schedule of external materials and colours

- Walls, roof, gutters
- Doors and windows
- Fences and garden walls
- Any other structures

2 copies of each document are to be submitted on A4 or A3 paper.

Submit the required information to:

Design Review Assessor
Wirrina Cove Coastal Residences
C/- Equititrust
Box 8111 GCMC
QLD 9726

WIRRINA COVE WOODLANDS GREEN (Lifestyle Village) AND THE VISTAS (Ocean Heights) ARCHITECTURAL CODE

DEVELOPMENT CONTROLS

NUMBER OF DWELLINGS PER ALLOTMENT

Only one dwelling on each allotment will be permitted.

SITE COVERAGE

Site coverage of dwellings, excluding unenclosed verandahs, eaves, pergolas, balconies and outbuildings, but including under main roof carports and garages shall not exceed 50% of the total area of the allotment.

A dwelling should be designed and sited so as to; minimise damage or removal of trees, blend with the natural slope and topography of the site, avoid unnecessary steps and access gradients from the roadway to the dwelling, avoid any over viewing, any obstruction of light or obstruction of views from adjoining allotments maximising their privacy, avoid the escape of unreasonable noise levels to the adjoining allotments, Maximise privacy to adjoining residents.

DESIGN REQUIREMENTS

Building Height

Building height onto the street frontage should maintain a compatible scale with adjacent development. No building should exceed a maximum height, measured from the lowest point of the building at natural ground level to the highest point of the building, of:

- 7.5 metres, where the site of the proposed development has a natural gradient equal to or flatter than one in six.
- 9.0 metres, where the site of the proposed development has a natural gradient steeper than one in six.

Building Setbacks

Building set-backs should be a minimum of 6.0 metres from the primary road frontage, 3.0 metres from rear boundary, and where applicable, a minimum of 6.0 metres from the boundary of the golf course.

Building setbacks to Seaview rd allotments located on the low side of the road should be a minimum of 3m to garages and carports. 5.0 metres to dwelling

Seaview Road – Allotments 1,2,3 shall have a setback to the golf course of 3m. Street frontage shall be 3m to garages and carports and 5.0 metres to the dwelling.

Side Boundary Setbacks

For level one and level two of any dwelling, a minimum setback of 1m is required.

Retaining Walls, Excavation and Fill

All retaining walls visible from public areas or neighbouring dwellings are to be stone (e.g. sandstone) or masonry matching the materials, details and finishes of the dwelling. The development should be designed to work with the natural contours of the land as far as practicable to minimise cut and fill. Cut or fill exceeding 600mm will require approval by Design Review Assessor and must be shown on the sketch drawings when seeking approval.

WIRRINA COVE WOODLANDS GREEN (Lifestyle Village) AND THE VISTAS (Ocean Heights) ARCHITECTURAL CODE

The excavation and/or filling of land should be kept to a minimum so as to preserve the natural flora of the land and native vegetation should be undertaken where appropriate to reduce the visual impact of buildings or in order to construct water storage facilities. It should not result in an embankment where the slope exceeds a gradient of 1 in 3 and be undertaken, where appropriate to reduce the impact of bushfires on buildings.

Length of Wall

To avoid long featureless walls, no wall on any face of a dwelling may be more than 8m long without visual relief.

Privacy

The ability to achieve privacy of internal spaces and outdoor areas is a highly desired characteristic of neighbourhood design. Direct overlooking and overshadowing of neighbouring buildings and their private outdoor spaces shall be minimised by considering building layout and location, design of windows and balconies, screening devices and landscaping.

Guidance can be provided by reference to "Good Residential Design Guidelines" published by Planning SA.

Bushfire Protection

The design should address the design requirements for a medium bushfire risk (BAL 12.5) area as required by the Minister's Code Undertaking development in Bushfire Protection Areas, which includes requirements for a 5000 litre rainwater tank. Development should take into account bushfire prevention principles as set out in the District Council of Yankalilla District Bushfire Prevention Plan.

BUILDING FORM AND MATERIALS

An important element in maintaining the high quality of the residential neighbourhoods is the streetscape which should be designed with structural integrity, common elements, incorporate a focal element, form to follow function and be visually representative of high quality external materials, finishes and colours in order for responsive solutions to local climatic elements.

Building Appearance

Simple styles are to be used to integrate the built form with the landscape and provide visual coherency within the overall development. A simple palette of natural textures, materials and colours are to be used to build upon and embrace the regional character, providing individuality within each of the community schemes as well as unifying the built form of the estate.

Building Colours and Materials

A mix of contemporary with traditional architectural styles to provide a sensitive and carefully balanced combination of warm natural materials such as stone and textured finishes, with the creative use of materials such as glass, aluminium and pre-finished steel, stainless steel. Colours to be natural, recessive, non-reflective, of light sandy hues that reflect the colours and textures of the coastal dunes and cliffs landscape (e.g. cool greys, sand, cool blues, light browns, ochre). Monotones, blending of colour(s) shall prevail over contrast of colour in larger areas. Contrast may be applied to small areas of colour and shall be considered on merit by the Design Review Assessor.

WIRRINA COVE WOODLANDS GREEN (Lifestyle Village) AND THE VISTAS (Ocean Heights) ARCHITECTURAL CODE

Colour accents or feature materials shall be approved by the Design Review Assessor based on their individual merit and ability to achieve diversity and interest in the built form. The use of different materials in an 80/20 composition is preferred over the use of any one material for walls.

Solid Wall Construction

External wall cladding of rendered masonry or timber finished in a natural coastal tone, or stone, or such other material as may be approved by the Design Review Assessor.

Roofs

Roof forms shall be evaluated by the Design Review Assessor based on their compatibility with the architecture of the building and their visual impact on the streetscape and oceanscape.

Roofing materials shall be high quality roofing tiles or colorbond or non-reflective metal roofing material with a neutral colour or such other material as may be approved by the Design Review Assessor.

Gutters and downpipes (if not concealed) are to be finished to match the dwelling or to provide appropriate colour accents.

Verandahs and Related Design Elements

Architectural elements such as terraces, balconies, verandahs, entry porticos and simple awnings are strongly encouraged for their value in diversifying streetscapes, softening building bulk and elevation treatments, and responsiveness to climate. These elements must be designed and detailed in a manner complementary to the main dwelling.

External Paving

All external paving on the Land shall be impervious and low maintenance, plain concrete or bitumen is permitted.

Garages and Visitor Parking

There should be on-site vehicle parking as a minimum of 1 covered car park per dwelling plus an additional car park for dwellings with up to three bedrooms.

Dwellings with an excess of 3 bedrooms must have additional off-street parking as required by the developer and Council.

The minimum dimensions of a parking space are 2.5 metres x 5.5 metres.

Recreational vehicles, trailers, caravans, boats and horse floats may not be permanently parked on the properties forward of any part of the building.

The parking of Commercial vehicles will not be permitted on any residential allotment, other than where the vehicles are associated with the construction, alteration, addition, servicing or repair of a dwelling or services on that allotment.

WIRRINA COVE WOODLANDS GREEN (Lifestyle Village) AND THE VISTAS (Ocean Heights) ARCHITECTURAL CODE

Driveways

Driveways are to be a minimum of 800mm from the side boundary where the driveway crosses the front boundary, to accommodate screen planting, or greater as required to avoid electrical pillars or other services in the footpath.

Driveways shall be paved for their full width and paving materials should provide a permanent hard surface compatible with the general landscape of the street and materials and colours of the associated dwelling.

External Plumbing

All plumbing, except downpipes, must be internal or concealed in the external wall cavity.

Glass

The use of reflective tinting (film or spray on) on glass is not permitted.

Outdoor Structures

Domestic out-buildings including free standing garages, carports, verandahs, gardens sheds, workshops, aviaries and other similar constructions should, on any allotment with boundaries abutting the golf course not to be constructed within 6 metres of that golf course boundary, not exceed a total floor area of 54 square metres nor have a wall height exceeding 2.4 metres or a maximum gable end or ridge line height exceeding 2.7 metres and be limited to one such domestic out-building per allotment.

Fencing

Fencing strongly influences the overall relationship of inter-lot residential areas to provide privacy and a sense of security to Owners and Occupiers and be aesthetically acceptable.

Fences erected on the front boundary of the land must be rendered brick or block with rendered finish, stone finish or coloured powder coated tubed railing and be of a design approved by the Design Review Assessor.

With the exception of tennis court fence, boundary fencing should not exceed 1.8 metres in height.

Side and rear fencing should be constructed of; stone, brick, rendered masonry, timber, tubular steel, wrought iron, or colorbond metal.

Where an allotment shares a common boundary with the golf course the fence should be of an open or see through design to enhance the golf course environment and not more than 1.8 metres in height.

**WIRRINA COVE WOODLANDS GREEN (Lifestyle Village) AND THE VISTAS (Ocean Heights)
ARCHITECTURAL CODE**

Landscaping

Planting within the estate will play an important role in establishing a setting with a distinctive sense of place with coastal tone. The plant species selection should take into consideration the specific climatic and soil conditions. Aspect, views and vistas will also act to guide the specific flavour of planting to be featured as well as soften the facades of the dwelling. Plant selection should be based upon the specimen's defining characteristics and its comparative suitability within coastal regions.

Predominate native tree planting will assist in creating the appropriate coastal setting and is encouraged. The use of native plants and shrubs endemic to the area will also assist with reduced water requirements, maintain the regional landscape character, and ensure the visual integration of buildings within their surrounds.

Feature tree planting of colourful exotic trees have been incorporated into the streetscapes, parks and golf course of Wirrina Cove to enhance the visual impact of the landscape treatment and provide seasonal variation and elements of contrast and interest. The use of feature planting within the roadside frontage of each Lot to continue this theme will be supported. Consideration should be given to the selective use of feature trees at key locations to maximize their effectiveness.

Planting within the rear of the lots shall be limited to shrubs and plants of a type that will not grow to a size and shape that will impact upon neighbouring views.

Landscaping of the front garden areas (including planting, grassing and or paving) to the allotment boundary should be established within 12 months of completion of the dwelling and regular maintenance of the front garden must be carried out thereafter to the satisfaction of the developer.

Design for comfortable living and energy efficiency

In addition to achieving the high quality built form vision for the estate, a pro-active attitude towards environmentally responsive design is encouraged.

