

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
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AGENT CODE

LODGED BY:

CORRECTION TO: North East Conveyancers NELB

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

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CORRECTION	PASSED
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ENCUMBRANCE

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT **Volume** **Folio**

ESTATE & INTEREST

ESTATE IN FEE SIMPLE

ENCUMBRANCER (Full name and address)

ENCUMBRANCEE (Full name, address and mode of holding)

ENCUMBRANCE COMPANY PTY. LTD. ACN 086 414 628 of Level 1 46 Greenhill Road Wayville SA 5034

OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF

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

(a) Ten cents per annum (if demanded)

(b) State the term of the annuity or rent charge.

(b) To be paid to the Encumbrancee during the term hereof Ninety Nine (99) Years

If for life use the words "during his or her lifetime"

(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:
The 1st day of July in each and every year commencing on the 1st day of July next after the execution hereof (if demanded)

COVENANTS

As per the covenants attached

Owners Benefit

- 1.1 For the benefit of each of the registered proprietors of the land comprised in all the Allotments forming portion of Allotment 21 in Deposited Plan 46348 at the Lands Titles Registration Office (in this Memorandum of Encumbrance called "Oakford Eyre Estate") AND
- 1.2 For the benefit of all of the successors in title of the registered proprietors of the land in "Oakford Eyre Estate" AND
- 1.3 For the purpose of the common building scheme of development of "Oakford Eyre Estate"

Owners Obligations - Common Building Scheme

2. The Encumbrancer will not without first obtaining the prior written consent of the Encumbrancee erect or permit to be erected:
 - 2.1 any dwelling house not made of brick or brick veneer unless otherwise approved in writing by the Encumbrancee
 - 2.2 any dwelling house with a roof pitch less than twenty-five degrees
 - 2.3 any dwelling house with a living area of not less than one hundred and twenty metres squared unless otherwise approved in writing by the Encumbrancee
 - 2.4 any dwelling house without at least two of the following items in the front elevation:
 - 2.4.1 Verandah
 - 2.4.2 Portico
 - 2.4.3 Bay Window
 - 2.4.4 Double Hip Roof
 - 2.4.5 such other feature as approved in writing by the Encumbrancee
 - 2.5. any dwelling house without a minimum of one undercover attached carport
3. The Encumbrancer will not erect or permit to be erected:
 - 3.1. any dwelling house, shed, garage, fence or any other structure containing any asbestos material whatsoever
 - 3.2. any shed, garage, outbuilding, fence unless of steel construction and such steel material is "Slate Grey" coloured colourbond
 - 3.3. any transportable home or dwelling house
 - 3.4. more than one dwelling house upon the land
 - 3.5. any front fence
 - 3.6. any solar heater other than a type which is architecturally integrated with the dwelling and must not be directly visible from any public street or thoroughfare
 - 3.7. any air conditioning unit that is not the same colour as the roof and must not be directly visible from any public street or thoroughfare
 - 3.8. any water tank of a colour not complimentary to that of the dwelling house and must not be directly visible from any public street or thoroughfare
 - 3.9. any retaining wall of second-hand material
 - 3.10. any retaining wall unless made of stone or moss rocks, rendered concrete, clay-fired bricks, hardwood or concrete sleepers or keystone bricks (or their equivalent)unless otherwise approved in writing by the Encumbrancee.

4. The Encumbrancer will not erect or permit to be erected any structure or dwelling house of which the design, external colours, materials and / or appearance is incompatible with other dwellings in the area.
5. The Encumbrancer will not live in any temporary dwelling on the said land

Miscellaneous

6. Approval of plans and building schedules shall not be construed as approval by or on behalf of the Alexandrina Council nor for any other person or body corporate having authority to grant development approval and nothing contained herein shall imply any partnership, joint venture or agency with any other person or body corporate on the part of the Encumbrancee.
7. The Encumbrancee may from time to time in its absolute discretion modify waive or release any of the covenants and other stipulations herein contained or implied.
8. It is hereby acknowledged and agreed that the Encumbrancee will not be liable for any loss or damage suffered by the Encumbrancer for or on account of or in any way whatsoever arising out of or connected with any non-observance of or any failure to enforce any other provisions of the Encumbrance or of any other Encumbrance and the Encumbrancer will indemnify and keep indemnified the Encumbrancee and its respective servants and agents from and against all claims for any such loss or damage.
9. Any notice or demand to be given to the Encumbrancer hereunder may be given by posting or delivering the same in writing signed by any officer or agent for and on behalf of the Encumbrancee or the last known place of abode or business of the encumbrancer.
10. Any notice posted as aforesaid shall be deemed to have been received 48 hours after the time of posting.
11. The Encumbrancer will not store or park
 - 11.1 A vehicle of a recreational nature or commercial nature (e.g. caravan, boat, camper trailer, trailer, van, truck, bus etc.) on the allotment unless the vehicle is screened or stored unobtrusively behind the front wall alignment of the main building erected on the allotment, on corner allotments behind the secondary fence alignment.
 - 11.2 A vehicle of commercial nature or trade nature (e.g. trailer, van, truck, buss etc) with a combined weight of more than two and half tonnes on an allotment.
 - 11.3 For the purposes of loading or unloading a vehicle of a recreational nature, the Encumbrancer shall be permitted to park on the owners designated driveway between the front alignment of any dwelling on the land and the boundary of the land for a period of no more than 48 hours; or to park forward of their home on the roadway for a period of no more than 48 hours (unless otherwise stipulated by Council.

Commencement of construction of dwelling and front landscaping

12. The Encumbrancer agrees to substantially commence construction of a dwelling house on the land within 1 year (or as agreed) of the date of this Encumbrance unless the Encumbrancee has, by written notice, allowed an extension of time in which to substantially commence construction of a dwelling house.
13. The Encumbrancer agrees to complete landscaping to the front of the dwelling within 6 months of completion of the dwelling, including driveways, paving, lawns and plantings.
14. Should the Encumbrancer not substantially commence construction of a dwelling house within the time allowed for in clause 12 above, then you must sell the land and clause 16 of this Encumbrance will apply.
15. In this clause, "substantially commence" means the pouring of a concrete footing or foundation for the construction of a dwelling house on the land.

Sale of the Land

16.

- a. in the event that the Encumbrancer shall sell or agree to sell the estate or interest of the Encumbrancer in the said land the Encumbrancer shall obtain from the intending purchaser or transferee of the land the subject of the sale or transfer a binding agreement to execute and lodge for registration under the provisions of the Real Property Act 1886 (as amended) forthwith after the registration of the Memorandum of Transfer in respect of the said land the subject of the sale or transfer a Memorandum of Encumbrance containing the same or substantially similar covenants and other stipulations as are contained with the substitution of:
 - (i) the name and address and description of the intending purchaser or transferee of the said land or such part or portion thereof subject to the sale or transfer as Encumbrancer
 - (ii) a description of the said land subject to the sale or transfer in a form required for registration
 - (iii) such further or other consequential amendments as may be required for registration.
- b. Subject to compliance with part a. of this clause, the Encumbrancer and the successors in title of the Encumbrancer shall be successively released and discharged from the payment of the said annuity and from the observance and performance of the covenants terms and conditions herein contained upon ceasing to be the registered proprietor of the said land to the extent that the said annuity and the covenants terms and conditions shall be binding only upon the current registered proprietor of the said land.

17. AND IT IS HEREBY AGREED by and between the Encumbrancee and the Encumbrancer that:-

- a. in the event that the Encumbrancer shall sell or agree to sell the estate or interest of the Encumbrancer in the said land the Encumbrancer shall obtain from the intending purchaser or transferee of the land the subject of the sale or transfer a binding agreement to execute and lodge for registration under the provisions of the Real Property Act 1886 (as amended) forthwith after the registration of the Memorandum of Transfer in respect of the said land the subject of the sale or transfer a Memorandum of Encumbrance containing the same or substantially similar covenants and other stipulations as are contained with the substitution of:
 - (i) the name and address and description of the intending purchaser or transferee of the said land or such part or portion thereof subject to the sale or transfer as Encumbrancer
 - (ii) a description of the said land subject to the sale or transfer in a form required for registration
 - (iii) such further or other consequential amendments as may be required for registration.
- b. Subject to compliance with part a. of this clause, the Encumbrancer and the successors in title of the Encumbrancer shall be successively released and discharged from the payment of the said annuity and from the observance and performance of the covenants terms and conditions herein contained upon ceasing to be the registered proprietor of the said land to the extent that the said annuity and the covenants terms and conditions shall be binding only upon the current registered proprietor of the said land.

18. In this Instrument:

- (i) Unless repugnant to the context words importing any particular gender shall include all other genders and words importing the singular number shall include the plural and vice versa:
- (ii) The expression "The Encumbrancer" includes the registered proprietor for the time being of the said land, and if there shall be more than one person responsible hereunder as the encumbrancer or as a successor in title to the encumbrancer, the liability of all such person shall be both joint and several
- (iii) Headings are used for convenience or reference only and shall not affect the interpretation or construction of this encumbrance
- (iv) Each word, phrase, sentence and clause or provision of the encumbrance is severable and if a court determines that a provision is unenforceable, illegal or void the court may sever that provision and such Encumbrance will not affect the other provisions of this Encumbrance. AND SUBJECT AS AFORESAID the Encumbrancee shall be entitled to all powers and remedies given to the Encumbrancee by the Real Property Act 1886 as amended from time to time.

** Delete the inapplicable*

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.

DATED.....

CERTIFICATION **Delete the inapplicable*

Encumbrancer(s)

*The Prescribed Person has taken reasonable steps to verify the identity of the encumbrancer.

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

*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.

*The Prescribed Person 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>
Registered Conveyancer

for: _____

on behalf of the Encumbrancer

Encumbrancee(s)

*The Prescribed Person has taken reasonable steps to verify the identity of the encumbrancee.

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

*The Prescribed Person has retained the evidence to support this Registry Instrument or Document.

*The Prescribed Person 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:

Mark John Paholski / Corrinne Ann Dewhurst
Registered Conveyancer

for: NELB Pty Ltd North East Conveyancers

on behalf of the Encumbrancee