ANNEXURE D - ENCUMBRANCE

MEMORANDUM OF ENCUMBRANCE

Guidance Notes available

CERTIFICATE(S) OF TITLE BEING ENCUMBERED

Lot in DP 86788 being portion of the land comprised in Certificate of Title Register Book

Volume Folio

ESTATE AND INTEREST

An estate in fee simple

ENCUMBRANCES

NIL.

ENCUMBRANCER Full name and address

ENCUMBRANCEE Full name and address and mode of holding

AQUA REEF PTY. LTD.ACN 111 079 577 of 456B South Road Keswick SA 5035

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 AITH AN ANNUITY OR RENT CHARGE OF

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

(a) One Dollar ($1.00) per annum if and when demanded

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

(b) For a term of one hundred years

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

(c) Payable (if demanded by the Encumbrancee) on the 1st day of January in each year (starting on the 1st day of January in the next calendar year immediately following the date of execution of this instrument: to the intent:-

that the Encumbrancee shall hold the said annuity to secure the compliance, performance and observance by the Owner with the covenants, terms and conditions contained in this instrument; and

that the Encumbrancee will not demand payment of the annuity if, and so long as, the Owner complies with all covenants.

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

COVENANTS COMMENCE OF PAGE 3 HEREOF

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND THE ENCUMBRANCEE AS FOLLOWS:

That the land in the Development Zone subject to the burden of the Memorandum of Encumbrance is the encumbered land and the Encumbrancer encumbers the said land as part of a common building scheme for the benefit of the Encumbrancee and covenants with the Encumbrancee (in addition to and without prejudice to the covenants on the part of the Encumbrancer and the powers and rights and remedies of the Encumbrancee expressed or implied herein under and by virtue of the provisions of the Real Property Act 1886 as amended for the time being in force except insofar as the same are hereby expressed or implied or modified) as follows to the intent:

- That the covenants in this instrument will run with and bind the land; and
- That the benefit of each of the covenants will be annexed to and pass to future owners of, each and every part of the Development Zone.
- That the Encumbrancer will comply with the “Five Shillings” Urban Design Guideline attached hereto.

1. The Encumbrancer will not:

RESIDENCE

a. erect or construct any transportable buildings on the land;

b. use any caravan, tent or other shelter on the land as a place of residence;

c. erect or cause to be erected and dwelling house other than a dwelling house of permanent structure and of at least sixty per cent (60%) masonry construction or such other materials as shall be approved by the Encumbrancee, Neither the interior or the exterior of the dwelling house are to be constructed of materials such as asbestos cement, fibrous cement, fibreglass, plastic or rubber or any material of a like nature. In this clause, the term “permanent structure” shall mean a dwelling house which is permanently affixed to the encumbered land and will not include a dwelling house of which any part is of a portable or transportable nature;

d. use used or second-hand materials in the construction of the dwelling house or the domestic outbuildings;

e. use the encumbered land other than solely for residential purposed unless obtaining the prior written consent of the Encumbrancee and the relevant council;

f. delay or permit to be delayed the completion of the construction of the dwelling house after construction of the same has commenced and such commencement of construction shall not exceed 12 months from the date of this Encumbrance;

Carports/Sheds

a. erect or cause to be erected unless otherwise approved by the Encumbrancee on the said land any building scheme which does not provide accommodation for at least one vehicle either in the form of one carport under the main roof of the building or other suitable free standing vehicle accommodation having a roof line similar in style and of the same roofing materials as that of their principal dwelling;

Fencing

a. make any claim against the Encumbrancee for the cost of (or for contribution to the cost of) erecting a fence between the encumbered and any land owned by the Encumbrancer;

b. erect or cause to be erected any fence forward of the building alignment or on the front alignment of the encumbered land (unless the encumbered land is a corner allotment and has two front alignment in which case the Encumbrancer may erect a fence along one of the front alignment for the purpose of enclosing ground at the rear of the encumbered land provided that such fence does not extend within 8m of the front alignment provided that with the prior written consent of the Encumbrancee. The Encumbrancer may erect a decorative fence of not more than 0.9m in height made of new, non-reflective materials) at such place or places and of such design as the Encumbrancee may from time to time determine;

c. erect or cause to be erected any fence on the said land to be less than 1800mm. in height and all fencing shall be good neighbour modular style and shall be the colour “Marino” as specified by Stratco Colour Chart on both sides.

Landscaping

a. The Encumbrancer shall not permit the completion of landscaping to extend beyond a period of 6 calendar months after the completion of a dwelling house upon the said land, landscape the area between the front alignment of the said dwelling house and the kerb alignment or pedestrian walkway fronting or bounding the said land, and in the case of a corner allotment shall also landscape the area between the side alignment of the said dwelling house and the kerb alignment or pedestrian walkway. Such landscaping to include the completion in either concrete or paving , the driveway and the front perimeter of the dwelling .The Encumbrancer shall at all times thereafter maintain, keep tidy and care for the said landscaping.

Maintenance of Entry Statement

2. If at any time prior or after the date of this Encumbrance, the Encumbrancer has installed, constructed or erected upon the land any fixture , wall or structure of any nature whatsoever (“the entry statement”) as and entry statement for any part of the Encumbrancee’s development, the Owner must not without the prior written approval of the Encumbrancee

a. Remove, demolish, alter or damage or deface the entry statement in anyway (including by changing or removing any colours or lettering or electrical or water connections (if any) compromised in the entry statement.

b. Allow or suffer anyone to remove, demolish, alter, damage or deface the entry statement; or

c. Fail to allow the Encumbrancee to go on to the land to properly maintain the entry statement including by way of

i. Maintaining any painting, colours and letting of the entry statement

ii. Removing or painting over any graffiti; and

iii. Repairing and maintaining the structure of the entry statement.

Sunset Clause

3. The rights and obligations of the Encumbrancee may from time to time in its absolute discretion modify waive or release any of the covenants and other stipulations herein contain or implied.

4. That 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.

5. That the Encumbrancer and their successors in title shall be successively released and discharged from the payment of the annuity and observance and performance of the covenants and other stipulations herein contained and implied forthwith upon ceasing to be registered as the proprietor of the encumbered land to the intent that the said annuity and covenants and other stipulations shall be binding only upon the registered proprietor for the time being of the encumbered land provided that nothing in this clause shall be construed so as to realise any Encumbrancer from any obligation or liability in respect of any breach of any covenant or other stipulation herein contained which occurred or arose prior to him ceasing to be the registered proprietor of the encumbered land.

6. The Encumbrancer will not enter into any contract to sell and will not otherwise dispose if its estate or interest in the encumbered land or any part thereof hereby encumbered without first having obtained from the intending Purchaser or Transferee a binding agreement to execute and lodge for registration under the provisions of the Real Property Act aforesaid forthwith after the registration of the Memorandum of Transfer in respect of the said land a Memorandum of Encumbrance in the same or substantially similar convents and stipulations (including this covenant) in favour of the Encumbrancee.

7. The Encumbrancer shall pay the costs of and incidental to the preparation, stamping and registration of this Encumbrance

8. That any notice or demand to be served or made or given upon the Encumbrancer by the Encumbrancee hereunder shall be deemed to be duly served or made or given if the same be served personally upon the Encumbrancer or left at the last known or usual place of abode of the Encumbrancer or enclosed in any envelope addressed to the Encumbrancer at the Encumbrancer's last known address and posted at any Post Office in the State or enclosed in an envelope addressed to the Encumbrancer at the registration office of the Encumbrancer in the State and posted at any Post Office in the State and any such demand or notice shall take effect and be deemed to have been duly served or given upon the same day that it was so served, left, or posted.

9. The rights and obligations of the Encumbrancee (but not those of any person claiming under the Encumbrancee as purchaser of any part or parts of the Development Zone) shall cease to have any operation or effect as of two (2) years after the practical completion of an approved dwelling upon the last remaining vacant allotment in the Development Zone (excluding any allotment upon which no building is permitted to be erected).

10. AND subject as aforesaid the Encumbrancee shall be entitled to all the powers and remedies given to an Encumbrancee by the Real Property Act 1886 as amended from time to time.

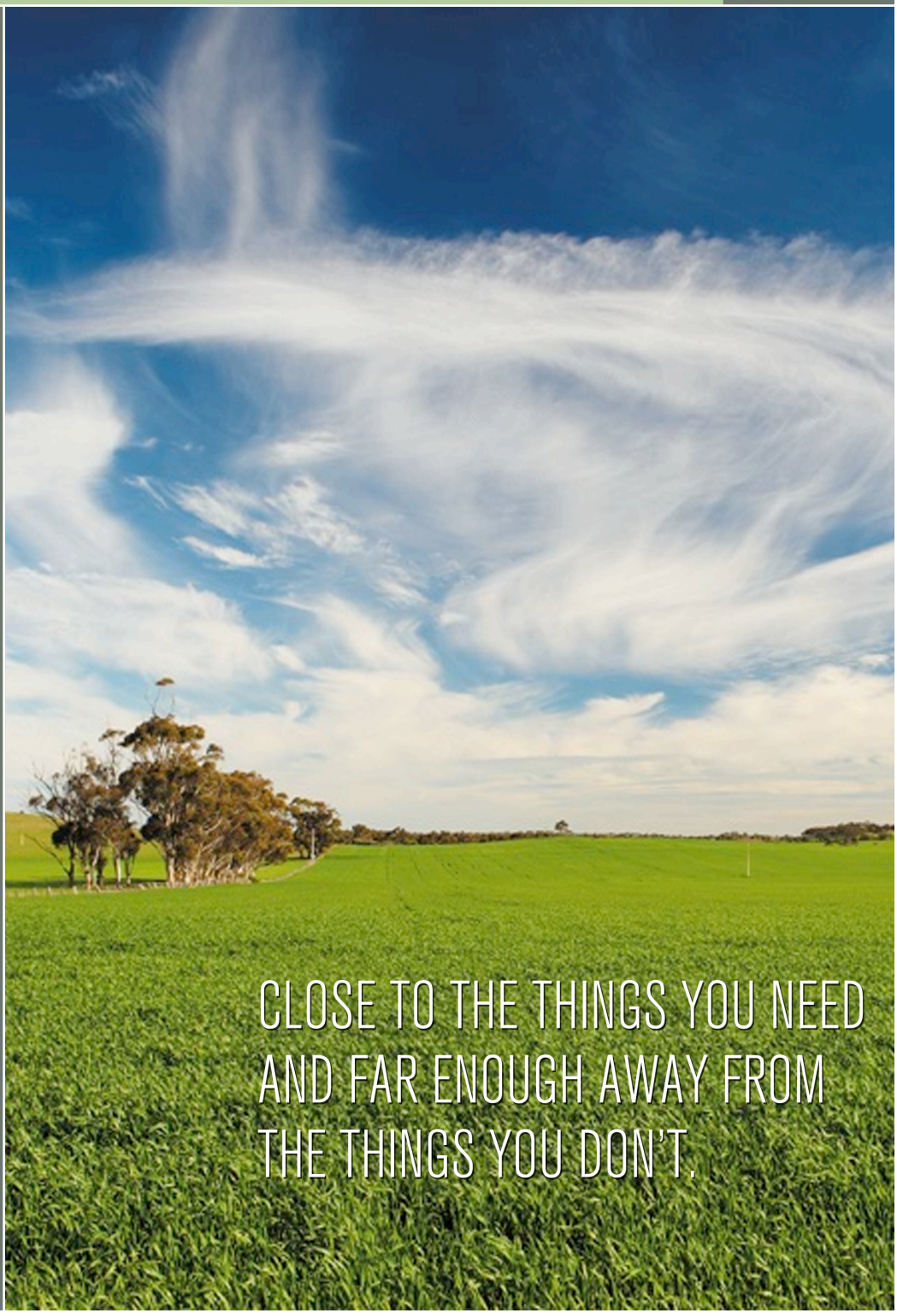
11. That the interpretation of this Memorandum or Encumbrance where the context admits and (where applicable) notwithstanding any precious more limited meaning:-

    a) 'the Encumbrancer' shall include the persons named on the first page of this Memorandum of Encumbrance as the Encumbrancer and their respective heirs, executors, administrators, assigns and all successors in title to each and every part of the land comprised in Allotment 1 in DP 86788 being portion of the land in Certificate of Title Register Book Volume 5483 Folio 553 ;

'the Encumbrancee' shall include the persons or company named on the first page of this Memorandum of Encumbrance as the Encumbrancee and their respective heirs, executors, administrators, and assigns.

URBAN DESIGN GUIDELINES

February 2011



FIVE SHILLINGS

KAPUNDA

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Welcome

These Urban Design Guidelines have been prepared to encourage the creation of an attractive, high quality residential environment and protect your investment.

Given the range of allotment sizes and housing types that will be available at Five Shillings Kapunda, it is considered necessary to ensure that new housing development conforms to a set of guidelines and standards.

These guidelines and standards will encourage excellence in urban development, and will protect the rights of individual residents with respect to adjacent development.

Purpose of the Urban Design Guidelines

To maintain the high amenity standards at Five Shillings Kapunda - and to secure its future lifestyle benefits and investment appeal - all purchasers are required to comply with the Urban Design Guidelines.

The guidelines should be considered in conjunction with the Light Regional Council Development Plan, copies of which are available for inspection at The Light Regional Council.

These guidelines aim to enhance the visual amenity and urban design quality of Five Shillings Kapunda, while ensuring that all who build around you are committed to maintaining similarly high standards.

The guidelines should be considered in conjunction with the Light Regional Council Development Plan, copies of which are available for inspection at The Light Regional Council. All development will be subject to the provisions contained within the Light Regional Council Development Plan.

The Process - How the Urban Design Guidelines apply

When you purchase an allotment at Five Shillings Kapunda, an Encumbrance is endorsed on the title to the allotment, which requires that prior to any development of the allotment, approval must be sought and obtained from the Encumbrance Manager who will administer the Urban Design Guidelines.

All developments at Five Shillings Kapunda must conform with the Urban Design Guidelines, and this includes new house construction as well as renovations to existing houses, and the development of outbuildings and fixtures.

If applicants are unsure of whether or not their proposed dwellings meets the requirements of the Urban Design Guidelines, a sketch plan should be prepared and submitted to the Encumbrance Manager for advice prior to finalizing drawings and specifications. This is aimed at streamlining the approval process and avoiding costly redesign work.

In assessing applications relative to the Urban Design Guidelines, the encumbrance manager may agree to approve proposals that do not conform to the guidelines provided that the changes are minor or the quality and character of the development are not detrimentally affected.

In particular, care should be taken to ensure that house designs are suitable for the particular orientation of the allotment.

Three sets of plans should be submitted for encumbrance approval including:

1. Site plan (showing setbacks to boundaries and driveway location)
2. Plan and Elevations
3. Sections

Applications for approval under the provisions of the Five Shillings Kapunda Urban Design Guidelines should be forwarded to:

The Five Shillings Kapunda Encumbrance Manager
465 South Road KESWICK SA 5035

When approval has been granted by the Encumbrance Manager, applicants will need to submit the required documentation to the Light Regional Council for the building and planning consent. A copy of the encumbrance approval will be necessary to forward to Council to demonstrate the application has met the requirements of the urban design guidelines.

Setbacks and site coverage

Setbacks - Front Boundary

- Dwellings should be set back from the front boundary at a distance of not less than 6.0 metres.
- Garages and carports should be setback a minimum of 6.0 metres from the front boundary.

Setbacks - Side Boundary

- Single storeys should generally be setback a minimum of 1.0 metre from side boundaries. Allotments with a frontage of 15.0 metres or less will be permitted to build the garage wall to one side boundary. **Refer to Figure 1.**
- In the case of two storey buildings, the second storey should be setback a minimum of 2.0 metres from the side boundary. **Refer to Figure 2.**
- For dwellings on corner allotments, the setback from the side or secondary boundary road frontage should be no less than 2.0 metres.
- Garages sited to front the secondary street boundary must be set back a minimum of 4.5 metres.
- A minimum 2.5 metre setback is required for any part of the building from the side boundary adjacent to a public reserve.

Fig 1

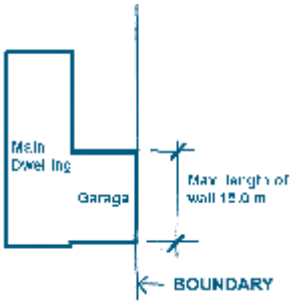
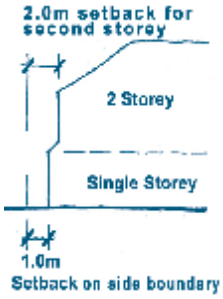


Fig 2



Setbacks - Rear Boundary

Rear boundary setbacks for single storey dwellings should not be less than 4.0 metres, such distance to exclude open sided carports. In the case of two storey dwellings, the second storey should not be less than 6.0 metres from the rear boundary.

Site Coverage

Dwellings (including the garage and carport) must occupy a minimum site area of 140.0 square metres.

Design and orientation

Orientation and energy efficiency

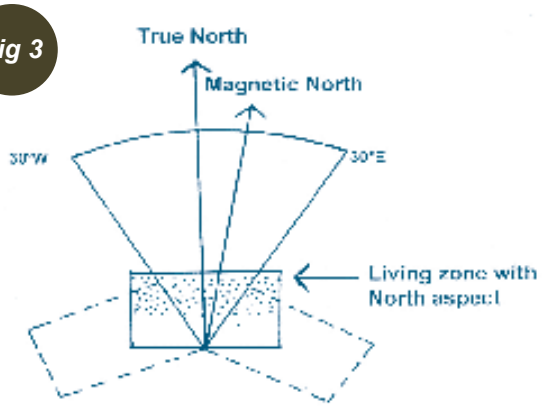
When designing and building a home (or an extension), there are many features that can be included which will make living in the home more pleasant and will also save money on your energy bills. The simplest way to do this is to take advantage of the sun's free energy in winter and to protect your home from the sun in summer.

Winter sun can provide natural light and warm 'day-time' rooms creating a pleasant living environment. Importantly, this also reduces demand on household energy consumption. In the summertime these rooms can be protected from the sun with shading devices such as eaves and pergolas.

The required orientation of the living zones within houses is shown in Figure 3. Dwellings should have a north-facing room (ie between 30° east and 30° west) capable of being used as a living area.

Orientation of private open space is also important in terms of enjoyment of private gardens and the ability to develop attractive gardens. The main part of the private open space should be capable of serving as an extension to the dwelling for relaxation, dining, entertainment, recreation and children's play, and capable of being accessed from a main living area of the main dwelling.
The degree to which living areas and areas of private open space can achieve the desired orientation depends on the orientation of the allotment relative to the road layout. A majority of the allotments in Five Shillings Kapunda have been designed to optimize the opportunity for good solar orientation.

Fig 3



When building on the boundary, the main structure should be built on the low side of the boundary.

Building Materials

Walls

External walls of dwellings shall be constructed from the following range of building materials:

- Exposed, bagged or rendered brick;
- Cement rendered concrete or cement rendered block work;
- Stone;
- Tilt-up concrete slab panels (painted, rendered or faced);
- Texture coated / rendered lightweight construction materials;
- Other materials not listed above will be judged on their architectural merits.

No building shall be erected that is a kit construction, is a transportable dwelling or caravan, whether built on site or not.

Roof

- Roof materials should be selected from either colour coated steel, tiles, slate or cement shingles (flat).
- White (not including off-white) roofs are not acceptable.
- Garage roofs behind parapet walls and which cannot be viewed from adjacent streets may be constructed from galvanised iron.

Roof pitch of dwellings should be a minimum of 24° (unless the architectural merits of the design justify a lower pitch - subject to the discretion of the Project Manager).

Corner allotments and allotments fronting reserves

Homes that have a secondary frontage to a road (in the case of corner allotments) or reserve must address that frontage with façade elements to at least 1/3 of the length of that secondary frontage. **Refer to Figure 4.**

Façade elements should match those of the primary frontage including items such as:

Windows with frames and treatments (such as protruding quoins);

- A return veranda, porch or portico;
- Brickwork, render or stonework;
- Roof gables; and
- Other architectural details incorporated on the primary frontage.

As a minimum, the façade treatments of the secondary frontage should incorporate:

- Windows that match the detailing of those on primary frontage; and
- Materials and finishes consistent with those on the primary frontage.

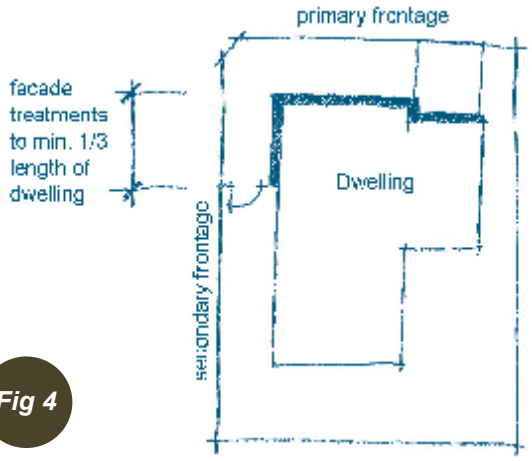


Fig 4

Note: Most builders have a range of house plans designed to suite corner allotments and address the secondary frontage.

Allotments with frontages of 15.0 metres and less

Streetscapes with narrower allotments can tend to be dominated by garages if the façade of the main dwelling lacks architectural detailing to create interest. To maintain a high quality streetscape environment in the Five Shillings Kapunda homes on allotments with a frontage of 15.0 metres or less will be required to incorporate a minimum of 3 of the following elements to the front façade of the home:

- Cement render
- Stonework (including stone veneer panels or tiles) combined with brick or render;
- A portico or veranda;
- Timber window frames or aluminium frames with architectural merit;

- Panel lift door to the garage; and
- Architectural details considered to contribute to the interest of the façade.

Note: the last item will be at the discretion of the Five Shillings Kapunda Project Manager

Garages, Sheds and Carports

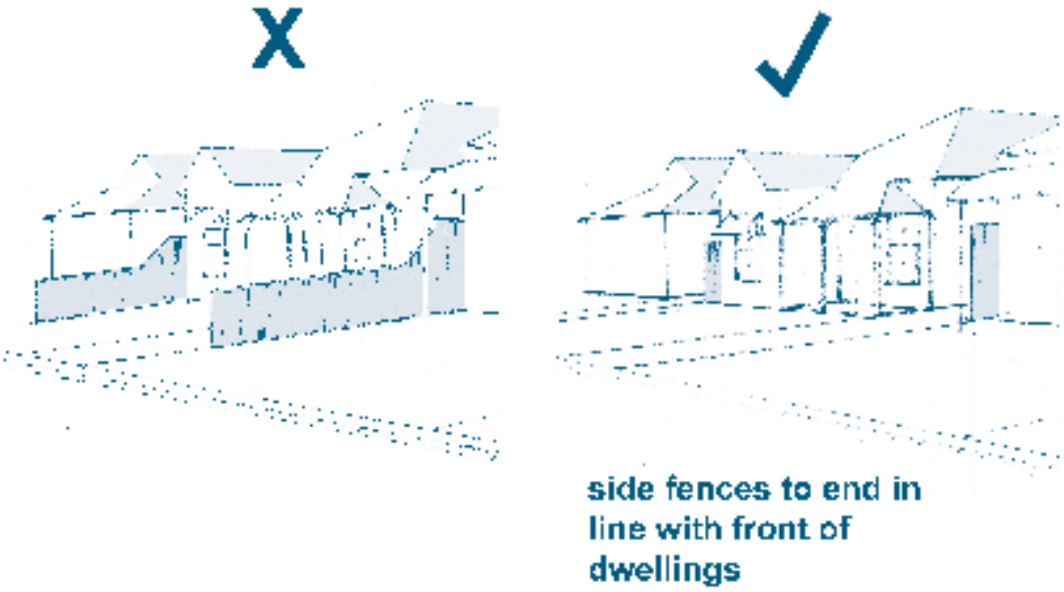
- No garage or other outbuilding of material other than brick, masonry, timber or colour coated or painted steel will be approved in Five Shillings Kapunda. In particular; zincalume, galvanized or other reflective material, will not be used and any steel or metal shall be colour coated or painted.
- All supports to carports should be of substantial size (minimum 90 mm diameter or 90 mm x 90 mm).
- Garages and carports must be provided either under the main roof, or if freestanding, the roof form and materials must match those of the associated dwelling.
- Where the rear of the garage abuts a courtyard area, a door (with a minimum of 1 metre) should be provided at the rear or on the side towards the rear of the garage to provide access through to the courtyard.
- Out buildings should be less than 54 square metres and constructed from colour coated steel as a minimum. Outbuildings larger than 54 square metres will only be considered on their merits and will only be assessed where they are constructed of masonry or materials to match the main dwelling.

Fencing

The fencing used around your home and those of your neighbours will have a major impact on the overall visual amenity of Five Shillings Kapunda. As such, the height, materials and position of all fencing should be chosen with care.

Fencing Forward of Building Line

- Side boundary fences must not protrude forward of the main building line unless incorporated with a decorative front fence.



- In the case of corner allotments, side fencing should not extend beyond the primary frontage of your home unless integrated with a decorative front fence as stipulated below.

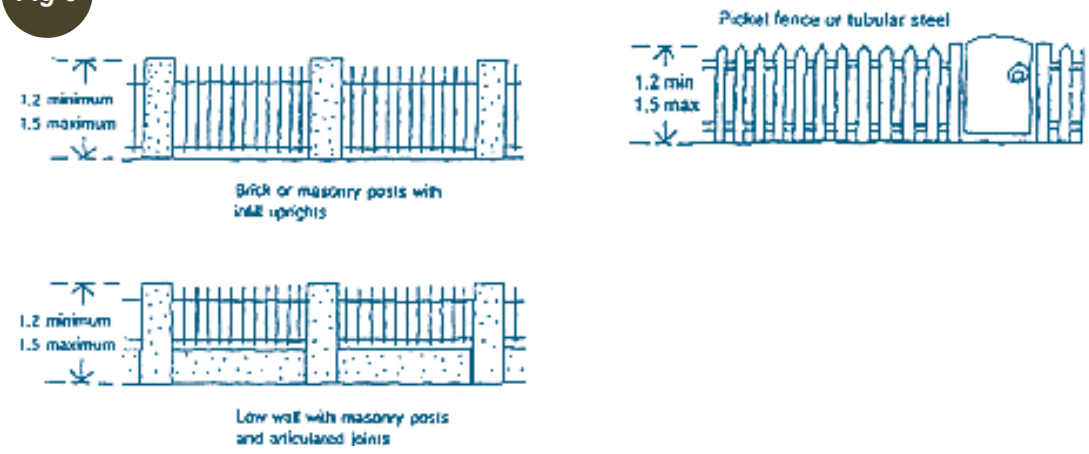
- If fencing forward of the building line is to be utilized, the maximum fence height permitted forward of the building line is 1.2 metres with a minimum height of 0.9 metres except where the side fence of a property abuts the private open space of an adjoining property, in which case solid fences 1.8 metres high are permitted.
- Fences forward of the building line must be "open" to enable views into front gardens. Solid fencing such as brush fencing shall not be accepted as front fencing.

Materials and Heights

Materials and heights should conform to the following:

Height	Material
0.9 metres to 1.2 metres	Picket (timber, steel, aluminium).
1.2 metres	Piered brick or masonry posts with steel, timber or aluminium uprights.

Fig 5



Side and Rear Fencing (Behind the Building Line)

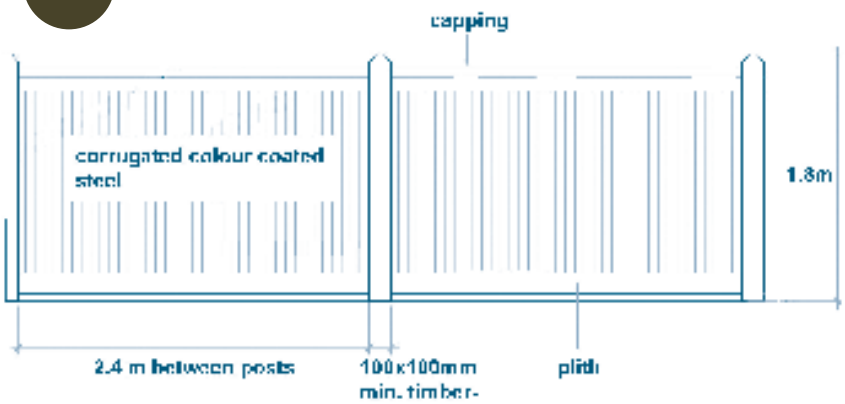
Side and rear boundary fences between allotments shall be constructed from colourbond coated iron (custom orb/corrugated profiles are not permitted except as corner fencing if combined with other decorative elements).

All pre colour coated iron fencing shall be of a consistent colour matching with Stratco's Marino cream colour.

For side and rear boundary fences with a frontage to a public roadway fencing must be of a decorative nature in accordance with the specification shown in **Figure 6** below:

Note: Where agreed the developer will contribute towards the costs of a decorative fence above the normal costs of a standard 'good neighbour' fence.

Fig 6



Vehicle access to allotments and position of cross-overs

Number of Spaces

On-site vehicular parking should be provided in accordance with **Table 1.**

Table 1: On-site Vehicle Parking Requirements

Number of bedrooms in dwelling	Minimum number of resident spaces
1 to 2	1
3 to 4	2
5	3

One car space must be covered. Additional car parks shall be provided at a rate of one additional car parking space per each additional two bedrooms or rooms, which may be (reasonably expected to be) used as bedrooms.

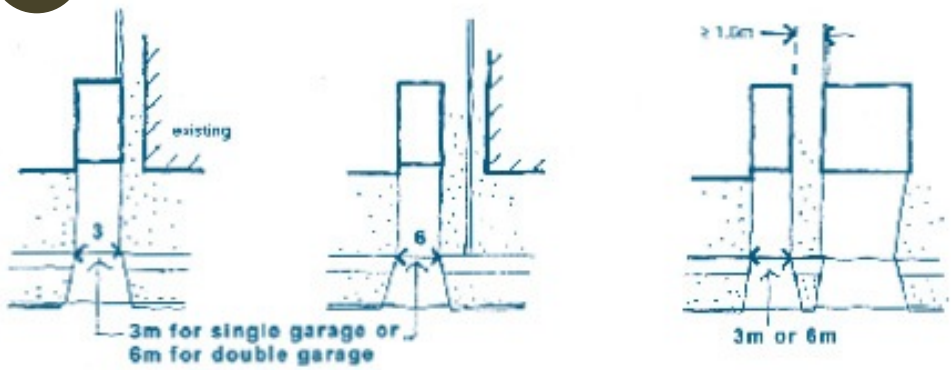
Size of Spaces

The minimum dimensions of a parking space are 2.5 metres x 5.4 metres.

Cross-overs

- Triple cross-overs will not be permitted.
- Maximum width of cross-overs will be 6.0 metres.

Fig 7



Private and open space

- An area of private outdoor space should be established to provide for domestic outdoor functions, including entertaining, clothes drying, refuse storage, recreational purposes and to accommodate landscaping.
- Private outdoor space should generally be established at the rear and sides of a dwelling.
- Private outdoor open space should have a strong relationship with indoor living areas. When siting and designing your home consideration should be given to the future use of outdoor areas for purposes such as entertaining, gardens, play and service yards for bin storage and cloths lines.
- Areas such as the front garden or narrow side walkways will not be counted in the calculation of the private open space.
- Dwellings should provide an area of screened, private outdoor open space at no less than 25 square metres for each bedroom as per Table 2 below.

Table 2: On-site Vehicle Parking Requirements

Number of bedrooms in dwelling	Minimum number of resident spaces
1	25m²
2	50m²
3	75m²
4	100m²

All ground areas of private open space must:

(a) have a minimum dimension in each direction of 2.5 metres;

(b) be directly accessible from an internal living area; and

(c) contain one area of private open space capable of containing a rectangle of 6.0 metres x 4.0 metres which is directly accessible from an internal living area.

Privacy

The approach to privacy outlined in these guidelines is aimed at providing acceptable solutions for both the owners of two storey homes who wish to take advantage of views form upper storey windows and the owners of adjacent properties who feel they are entitled to certain levels of privacy.

- The maintenance of reasonable levels of privacy may require the adoption of a range of design techniques including:

  (a) The location, size and orientation of windows
  (b) The type of glazing used (ie clear or opaque)
  (c) Raised sill heights
  (d) External screens (horizontal and vertical louvres)
  (e) Evergreen screen plantings

- To determine whether a particular upper storey window or balcony requires treatment to restrict views into adjoining properties, a 15.0 metre view field is to be used. This view field is defined as:

  (a) A 90° arc measured equiangular from the centre line of the window (refer to **Figure 8a**); or
  (b) An arc defined by measuring 15.0 metres from any point of the balcony.

(c) Any upper storey windows or balconies may be untreated (ie clear glaze with no screening) providing the 15.0 metre view field for that window or balcony does not extend to any point inside an adjacent allotment.

- Where treatment is required:

(a) The windows must be treated by the use of one or more of the following methods:

– Fixed opaque glass to a height of 1.5 metres above the upper floor level with clear operable glass above (refer to **Figure 8b)**;

– Minimum sill height of 1.5 metres above the upper floor level (refer to **Figure 8c**);

– Horizontal or vertical louvres to a height of 1.5 metres above the upper floor level (refer to **Figure 8d**).

(b) The balcony will need to be designed so as to restrict views into the view field, assuming viewing height of 1.5 metres above the floor of the balcony;

(c) Advanced evergreen trees or vines growing on trellises fixed to boundary fences may be approved where it can be shown these will provide privacy for the adjacent property owner. However, this method is not encouraged.

Upper storey

Fig 8a

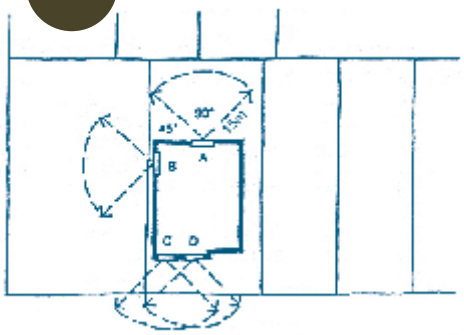


Fig 8b

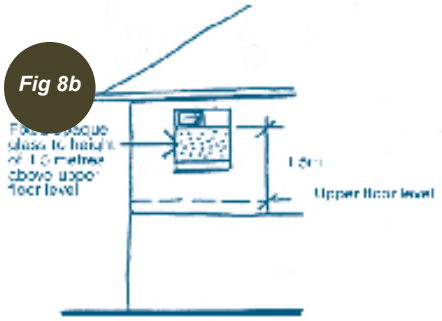
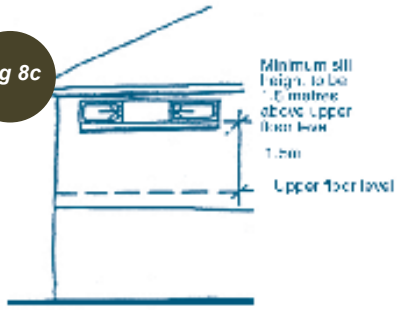
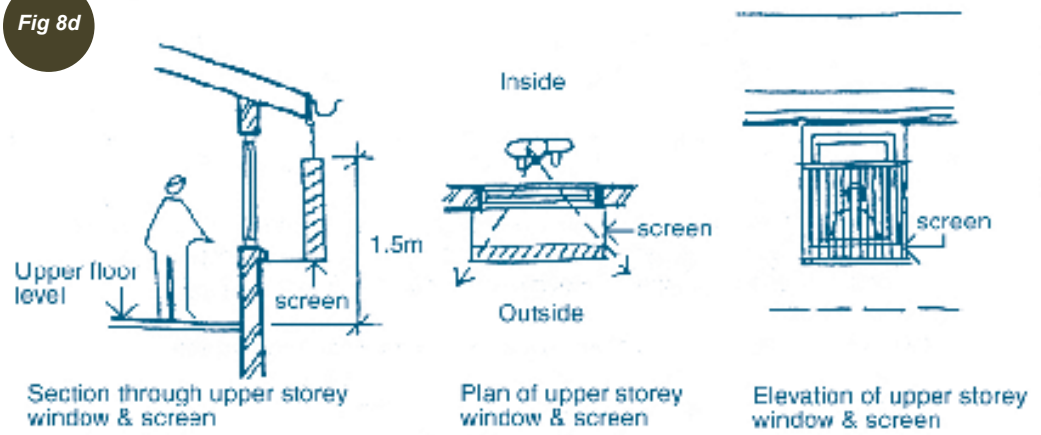


Fig 8c



Upper level window restrictions to limit overlooking into adjoining neighbours properties

Fig 8d



Section through upper storey window & screen

Plan of upper storey window & screen

Elevation of upper storey window & screen

Water conservation

In the driest state on the driest continent, water conservation is important. Rainwater tanks, water saving showerheads, dual flush toilets and drip irrigation systems can all assist in the conservation of water.

In addition, the use of native vegetation and the minimisation of hard paved areas within gardens will assist in the reduced need for watering and reduction of stormwater run-off. Stormwater discharge from paved areas should be drained to grassed areas wherever possible. Rainwater tanks are encouraged within these guidelines.

Rainwater tanks

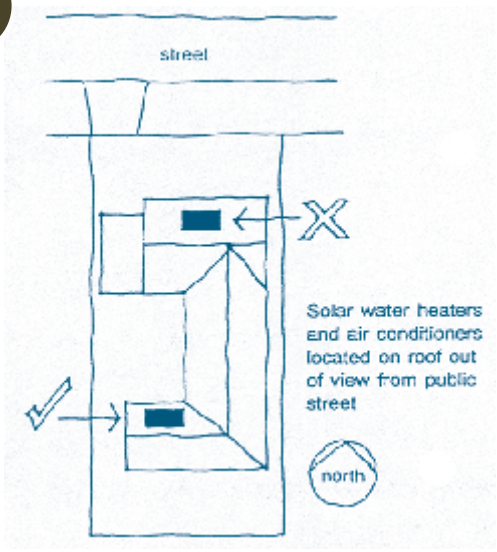
- Appropriate colour coated steel (or similar) or coloured plastic tanks will be permitted.
- Rainwater tanks should be appropriately screened from view of adjoining properties.
- The overflow from all rainwater tanks shall be directed via underground stormwater pipes to the street.
- Rainwater tanks should be colour matched to wall surfaces adjacent to the tanks.

Solar water heaters and air conditioning

- Attachments located on the roof of dwellings above the eaves line should generally be located so as to be unobtrusive when viewed from any public street.

- Solar water heaters must not be unduly visible from any public street or thoroughfare and should be architecturally integrated with the dwelling.

Fig 9



- Air conditioners can cause discomfort to neighbours, therefore their location should be chosen with care. Evaporative air conditioners should be low profile, located below the ridge line and be of a neutral colour or painted to match the roof. They should be located so as not to be visible to the main street frontage.
- "Dropper boxes" (the interface material between the cooling unit and roof of the dwelling) should also be painted to match the roof colour of the dwelling (plain galvanised material is not acceptable). Winter covers for evaporative air conditioners should be of a neutral colour or in shades to match the roof.

Disposal of excavated material

Spoil excavated during the construction of footings or landscaping or for any other reason must not be placed on adjoining allotments at any time unless written approval has been received from the owner of the adjoining allotment.

- Such spoil is to be removed immediately upon completion of the dwelling or at an earlier date as agreed with the adjoining owner.
- The vacant land on which the spoil is stockpiled is to be scraped clean to natural surface with all traces of the spoil removed.
- It is therefore advisable to check the conditions of your building contract to determine responsibility for the removal of excess spoil.
- It should be noted that Light Regional Council will prosecute persons caught illegally dumping spoil on Council Land.

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 DAY OF 2011

.....
Signature of ENCUMBRANCER

.....
Signature of ENCUMBRANCER

.....
Signature of WITNESS - Signed in my presence by the Encumbrancer who is either personally known to me or has satisfied me as to his or her identity. A penalty of up to $2000 or 6 months imprisonment applies for improper witnessing

.....
Print Full Name of Witness (BLOCK LETTERS)

.....
Print Address of Witness

.....

Business Hours Telephone Number.....

Prefix
E
Series No.

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Registered Conveyancer
Peter Nisyrios
(Ref: P10765)

AGENT CODE

Lodged by:

Correction to: OXFD

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

CORRECTION	PASSED
REGISTERED REGISTRAR-GENERAL	

R-G 010709

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL