

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
--------------------	--

STAMP DUTY DOCUMENT ID	
------------------------	--

SERIES NO	PREFIX
	E

AGENT CODE

LODGED BY:

CORRECTION TO: Millard Conveyancing MIDC

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1.....
- ..
- 2.....
- .
- 3.....
- ..
- 4.....
- .
- 5.....
- .

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

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 ALLOTMENT ____ IN DEPOSITED PLAN ____ BEING PORTION OF THE LAND IN CT Volume 5779 Folio 548

ESTATE & INTEREST

ESTATE IN FEE SIMPLE

ENCUMBRANCER (Full name and address)

{insert purchasers details }

ENCUMBRANCEE (Full name, address and mode of holding)

WHITENESS HOLDINGS PTY LTD A.C.N. 166 528 623 of PO BOX 156 Gawler SA 5118

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 (\$0.10) cents |
| (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
For a Term of 3,999 years |
| (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
If demanded, on the 30 th June in each and every year commencing on the 30 th June next occurring for the period of 3,999 years and with the performance of the following. |

ANNEXURE A

1. Use of land

- 1.1. The Owner will not use or allow to be used the Land or any part thereof for any purpose other than for residential purposes, except in accordance with any conditions attaching to any relevant consent or approval given by any council or other relevant planning authority.

2. No subdivision

- 2.1. The Owner will not divide the Land or allow the Land to be divided without the prior written approval of the Encumbrancee.

3. Dwelling layout and design

- 3.1. The Owner will not erect or allow to be erected more than one dwelling on the Land without the prior written approval of the Encumbrancee.
- 3.2. The Owner will not, unless approved otherwise by the Encumbrancee, erect or cause or permit to be erected on the said land any residential dwelling, unless, the total area of the floor plan incorporated under the main roof excluding the carport, equals or exceeds 100 square metres.
- 3.3. Dwelling facades on the primary frontage (and the publicly visible secondary frontage) shall be constructed of a combination brick or stone (including stone veneer), or brick and render.
- 3.4. Feature walls / infill incorporating timber, painted weatherboard, cement sheet (e.g. Scyon), and Colorbond and have no greater than 25% coverage on the primary frontage.
- 3.5. Roof materials shall be selected from Colorbond, tiles, slate or cement shingles. They may not be white in colour or constructed of galvanised or other highly reflective materials.
- 3.6. A dwelling shall not be elevated on posts or columns unless the space between the floor of the dwelling and the finished ground level is enclosed in a material similar to the wall above.

4. Building Height

- 4.1. Dwellings shall not be more than two stories and shall have a maximum building height of 6 metres (measured from natural ground level to the highest point of the building).
- 4.2. Building heights shall comply with those permitted by the Gawler (CT) Development Plan.

5. Site coverage

- 5.1. Site Coverage should not exceed a maximum of 50% or as otherwise permitted by the Gawler (CT) Development Plan.
- 5.2. Site coverage represents the proportion of the site covered by the ground floor of a building including the dwelling, garage / carport, outbuildings and alfresco areas under the main roof, but excludes verandahs, and pergolas.

6. Garages and vehicular access

- 6.1. Two on-site resident parking spaces per dwelling shall be provided, one of which is to be undercover.
- 6.2. Where the street frontage abuts Calton Road, Gawler East, provision will be made for reversing bays to ensure safe and efficient movement of vehicles that enter and exit in a forward direction.

- 6.3. Driveway locations are indicated on the Allotment Plan. All costs of relocating services due to variation in location are to be borne by the Owner.
 - 6.4. Driveways shall be located a minimum of one metre from but not limited to any water meter, street tree, light pole or stormwater pit, the Owner shall pay full cost for the relocation.
 - 6.5. Driveways shall have a maximum width of 3 metres for single garages and 4.5 metres for double garages as measured at the front property boundary.
 - 6.6. Crossovers and driveways must be constructed to Gawler Councils standards and specifications.
 - 6.7. Driveways must be set back 1 metre from the side boundary where the garage is off the boundary to enable landscaping to occur.
 - 6.8. Only one crossover is allowed per street frontage.
7. No obstruction
 - 7.1. The Owner will not obstruct or do anything which would prevent or hinder the Encumbrancee its servants agents or contractors from entering the Land for the purpose of remedying any breach by the Owner of its obligations under this Encumbrance of which breach at least 14 days notice in writing has been given to the Owner and which breach has not then been remedied.
8. Professional advice required
 - 8.1. The Owner will not cause or permit any building works to be undertaken on the Land without obtaining professional engineering advice and design works in respect of such building works.
9. Limitations on re-sale
 - 9.1. The Owner will not cause or permit the Land to be resold or advertised for sale unless a dwelling has been constructed thereon or unless the Encumbrancee has consented in writing to such re-sale and/or advertising, which consent may be withheld at the sole and complete discretion of the Encumbrancee.
 - 9.2. If the Encumbrancee consents to the transfer of vacant land the Owner will not transfer or otherwise dispose of his estate and interest in the Land without first obtaining from the intending purchaser or transferee (Transferee) the execution, stamping and registration of a Memorandum of Encumbrance from the Transferee in favour of the Encumbrancee upon the same terms as this Encumbrance, such instrument to be:
 - 9.2.1. prepared by the Encumbrancee or its solicitors;
 - 9.2.2. executed by the Transferee prior to the transfer;
 - 9.2.3. stamped (if so required) prior to the transfer; and
 - 9.2.4. lodged for registration by the Encumbrancee or its solicitors so that it is registered immediately following the Memorandum of Transfer to the Transferee and in priority to all other instruments.
10. Building timeframes
 - 10.1. The Owner will not permit the Land to remain vacant for more than 18 calendar months from the date hereof or such other date as the Encumbrancee may advise the Owner by which date the Owner must commence to construct a dwelling on the Land approved by the Encumbrancee.
 - 10.2. Best endeavours are to be undertaken to complete construction of the dwelling within 12 months of

commencement.

10.3. Driveways are to be completed within 6 months of the practical completion of the dwelling or occupation, whichever occurs first.

11. Establishment and maintenance of landscaping

11.1. The establishment and completion of landscaping all garden areas within public view (including but not limited to any verge area between such kerb and the Land) on the Land to be completed within of 6 calendar months of the practical completion of the dwelling or occupation, whichever occurs first.

12. Fencing

12.1. Side and rear fence requirements:

12.1.1. Side fences along common property boundaries must be located 1 metre behind any building line of the home which faces the street.

12.1.2. Side, return and rear boundary fences behind the building alignment are required to be 1.8m in height and constructed from Colorbond® or equivalent in colour (or equivalent) "Woodland Grey®" or "Paperbark®" and profile "Superdek" (or equivalent).

12.1.3. For corner allotments, a maximum of 2/3 of the length of the secondary frontage of the dwelling can be constructed to 1.8 metres in height. If the remainder of the secondary frontage is fenced, it must have a maximum height of 1.2metres and conform to the Front Boundary Fence Requirements below.

12.2. Front Boundary Fence Requirements:

12.2.1. Fencing must be of open style in nature to enable views into front gardens;

12.2.1.1. The maximum fence height permitted is 1.2 metres and the minimum height permitted is 0.9 metres (excepting hedges where the minimum height is 0.6m);

12.2.1.2. Masonry piers may extend above the fence to a maximum height of 1.5m;

12.2.1.3. Materials shall comply with:

12.2.1.3.1. Picket (timber, steel, aluminium) - minimum 50mm separation between uprights).

12.2.1.3.2. Piered brick or masonry piers with steel, timber or aluminium slat infill - minimum 50mm separation.

13. Retaining walls

13.1. Where retaining walls may be necessary, they must be constructed prior to the occupation of the dwelling.

13.2. Retaining walls on boundaries shared with neighbouring properties shall have a maximum total height of 1 metre and the written approval of the relevant neighbouring owner(s). Where approval has not been given and has not been unreasonably withheld, no retaining wall may be constructed on the relevant boundary.

13.3. Shall be constructed wholly within the boundary of the Land,

13.4. Are to constructed from Australian Outback Sleepers or equivalent in style and colour (or equivalent)

"McLaren" or "Cove".

14. Not to damage verge areas, etc

14.1. The Owner must not cause or permit any damage to occur to:

14.1.1. the kerb of any roadway in front of or adjacent to the Land;

14.1.2. any part of any verge area between such kerb and the Land, or any footpath, landscaping, irrigation systems, pipes, fittings or public infrastructure including but not limited to services for sewer, water, gas and telephonic located near or adjacent to the Land; or

14.1.3. any driveway or driveway crossover between the Land and the roadway.

14.2. must not permit any builder or contractor engaged by the Owner to cause any damage;

14.3. must not permit any damage to remain unrectified for more than 28 days,

14.4. the Owner acknowledges and agrees that all such rectification will be at the cost and expense of the Owner, and the Owner hereby indemnifies and will keep indemnified the Encumbrancee from and against all costs, charges and expenses, including those incurred in connection with advisors, experts and consultants (including legal costs calculated on a solicitor and own client basis) claims, damages, liability, losses, injury (actual or contingent) suffered or incurred by the Encumbrancee as a result of or relating to any failure by the Owner to observe this clause.

15. Outbuildings and external fixtures

15.1. Outbuildings including structures such as sheds, workshops, aviaries, gazebos and similar buildings are to comply with the following criteria:

15.1.1. have a maximum height of no greater than 3.6 metres with a maximum wall height of 2.4m;

15.1.2. not result in the unreasonable overshadowing of the main living areas and private open space of a neighbouring dwelling;

15.1.3. be pre-coloured and have an external finish that is complementary to the surrounding environment (Zincalume, galvanised finishes, or other highly reflective materials are not allowed).

15.1.4. must be positioned at the rear of allotments and located so as to minimize their visibility from the primary street frontage.

15.2. Clotheslines shall be positioned at the side or rear of dwellings and screened from view.

15.3. Solar water heaters must be of a type that does not incorporate a water storage tank on the roof.

15.4. Antennae (including satellite dishes) must be located within the roof space or be positioned such that they will not be unduly visible from the primary road frontage. In particular satellite dishes shall be coloured in a professional manner to match the structure to which they are attached i.e. roof or wall.

15.5. Rainwater tanks shall be positioned at the side or rear of dwellings and screened from view.

16. Parking of vehicles

16.1. The Owner must not cause or permit:

16.1.1. parking of motor vehicles on the Land other than on the driveway on the Land; storage of

boats, caravans or trailers on any part of the Land or any part of any verge area between such kerb and the Land or any footpath and landscaping near or adjacent to the Land;

16.1.2. commercial vehicles to be parked or left unattended on the Land or otherwise than in a position where the same are not visible from the road frontage to the Land;

16.1.3. any vehicle greater than 3 tonnes in weight to be parked or left unattended on the Land.

16.2. In this clause, 'commercial vehicle' means a vehicle between 1 and 3 tonnes in tare weight intended or designed to carry goods, equipment or passengers in commercial quantities.

17. Costs of breach

17.1. The Owner will pay to the Encumbrancee on demand all costs (including legal costs) and expenses incurred by the Encumbrancee its servants agents or contractors in respect of any breach by the Owner of its obligations under this Encumbrance and any action taken to remedy the same. All such costs and expenses may be recovered in any court of competent jurisdiction or deducted from the price paid for the Land in accordance with clause 1.13 in addition to all other powers and rights available to the Encumbrancee hereunder.

18. Definitions

18.1. Allotment Plan means the allotment plan provided to the first Owner as an annexure to the original contract for the sale and purchase of the Land.

18.2. Dispose means assign, transfer, otherwise dispose of or grant or permit or suffer the grant of any legal or equitable interest (either in whole or in part) whether by sale, lease, declaration or creation of a trust or otherwise;

18.3. Land means the land described in the panel entitled 'Certificate(s) of Title Being Encumbered' on the front page of this Encumbrance;

18.4. Owner means the Encumbrancer described in the panel entitled 'Encumbrancer' on the front page of this Encumbrance and includes its successors in title, permitted assigns and the registered proprietor of the time being of the Land;

19. Interpretation

19.1. In this Encumbrance, unless it is stated to the contrary:

19.1.1. A reference to a party includes the heirs, executors, successors or assignors of that party;

19.1.2. If there shall be more than one person responsible hereunder as the Owner or as a successor in title to the Owner, the liability of each of such person or persons shall be both joint and several;

19.1.3. 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;

19.1.4. Headings are used for convenience of reference only and shall not affect the interpretation or construction of this Encumbrance;

19.1.5. AND subject as aforesaid the Encumbrancee shall be entitled to all the powers rights and remedies given to encumbrances by the Real Property Act 1886 (as amended).

20. Severance

20.1. Each word, phrase, sentence and clause (a "provision") of this Encumbrance is severable and if a court determines that a provision is unenforceable, illegal or void the court may sever that provision and such severance will not affect the other provisions of this Encumbrance.

21. Sunset clause

21.1. The rights and obligations of the Encumbrancee (but not the Owner or any person claiming under the Owner as purchasers) will cease on the earlier of:

21.1.1. 2 years after the practical completion of the final stage of development; and

21.1.2. 30 June 2028.

COVENANTS

Refer to Annexure A

** Delete the inapplicable*

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 Certifier: Rebecca Iredale
Capacity of Certifier: Registered Conveyancer
for: Millard Conveyancing (Ref: R 12261)
on behalf of the encumbrancer

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 Certifier: Rebecca Iredale
Capacity of Certifier: Registered Conveyancer
for: Millard Conveyancing (Ref: R 12261)
on behalf of the encumbrancee