

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA
ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
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**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

SERIES NO	PREFIX
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AGENT CODE

LODGED BY:

CORRECTION TO: Aaron Conveyancing AALB

SUPPORTING DOCUMENTATION LODGED WITH
INSTRUMENT (COPIES ONLY)

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- 2.....
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CORRECTION	PASSED
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 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)

RICK LOVERIDGE CONSULTING PTY. LTD. (ACN 094 089 611) OF PO BOX 657 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 (10) CENTS |
| (b) State the term of the annuity or rent charge. | (b) TO BE PAID TO THE ENCUMBRANCEE
for a period of 3999 years |

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

- | | |
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| (c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted. | (c) AT THE TIMES AND IN THE MANNER FOLLOWING
On the 30 th day of June next and every 30 th day of June thereafter (if demanded) to the intent that the Encumbrancee shall not demany payment of the said annuity if and so long as the Encumbrancer and the Encumbrancer's successors in title shall duly perform and observe all the covenants and other stipulations hereinafter contained (and the burden of proving such performance and observance shall lie upon the Encumbrancer) but none of the foregoing provisions for or in respect of payment of the said annuity shall in any way affect or prejudice the rights of the Encumbrancee to an injunction to prevent or restrain any breach of the covenants and other stipulations hereinafter contained or to damages for any such breach. |
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COVENANTS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

THE ENCUMBRANCER for himself and his successor HEREBY ENCUMBERS the said land as part of and for the benefit of a common building scheme being the land in Deposited Plan from which the subject allotment forms part and for the benefit of the Encumbrancee (which expression includes the Encumbrancee's respective successors and assigns) subject however to the encumbrances as shown hereon, and the Covenants with the Encumbrancee (in addition to and without prejudice to the covenants on the part of the Encumbrancer and the powers rights and remedies of the provisions of the Real Property Act 1886 (as amended) for the time in force except insofar as the same and are hereby expressed or implied varied negatived or modified) as follows:

DURING THE CONTINUANCE OF THIS ENCUMBRANCE THE ENCUMBRANCER SHALL NOT UPON THE SAID LAND OR IN RESPECT THEREOF:

1. (a) Erect permit to be erected or to remain thereon more than one dwelling house (exclusive of all general domestic outbuildings)
 - (b) Use or permit the said land to be used for any purpose other than the purpose of private residence
 - (c) Erect or permit to be erected or installed any temporary accommodation on the land or live in any temporary accommodation on the land including transportable/relocatable homes, caravans or any other portable accommodation unit or temporary dwelling house.
2. That the Building Setback shall be in accordance with Council's regulations and requirements.
3. That the Encumbrancer shall not erect or permit to be erected any fence on the land which is less than 1800mm in height and all fencing shall be constructed of powder coated steel material in either post and rail style or good neighbour modular style and shall be the colour "Woodland Grey" or similar in the colorbond range.
4. That the Encumbrancer shall not make any claim upon the Encumbrancee pursuant to the provisions of the Fences Act 1975 as amended (or any legislation submitted therefore).
5. The Encumbrancer SHALL NOT WHILST THE LAND REMAINS VACANT and not withstanding anything to the contrary hereinbefore contained, transfer any estate or interest in the said land (or any part thereof) without first causing the party in whose favour such estate or interest is to be transferred to execute a substitute encumbrance in same terms as herein contained in favour of the Encumbrancee
6. The Encumbrancer shall pay all costs, charges and expenses incurred by the Encumbrancee for the purposes of and incidental to the preparation and execution of this Memorandum of Encumbrance and any discharge thereof and the stamp duty and registration fees from time to time payable thereon AND IN ADDITION all legal costs incurred by the Encumbrancer on a Solicitor and own client basis in or about any action which the Encumbrancer may be required to pursue for the purposes of enforcing the provisions of this Encumbrance.
7. Once a dwelling has been constructed on the land the Encumbrancer shall be successively released and discharged from payment of the said rent charge and from the observance and performance of the covenants and other stipulations herein contained and implied forthwith upon ceasing to be registered as the proprietor of the said land to the intent that the said rent charge and covenants and stipulations shall be binding upon the Registered Proprietor for time being of the said land.

8. Our rights and obligations as the encumbrancee (but not those of any person claiming under the Encumbrancee as a purchaser of any land) will cease from whichever of the following dates occurs first ;
- 8.1 a date being five (5) years after the practical completion of any approved dwelling upon the last remaining vacant allotment in the Division (excluding any allotment upon which no dwelling is permitted to be erected) or
 - 8.2 the 31st day of December 2025

AND THE Encumbrancer does hereby covenant and agree that notwithstanding anything to the contrary contained here or elsewhere the Encumbrancee shall have the right in its absolute and unfettered discretion at any time and from time to time to modify, waive or release any covenants, conditions, restrictions or stipulations wheresoever contained relating to the said land AND the Encumbrancer does hereby further covenant and agree that the Encumbrancee shall incur no liability whatsoever to the Encumbrancer and the Encumbrancer shall have no action caused suit or claim or demand whatsoever against the Encumbrancee in respect or arising out of or in any way connected with the exercise by the Encumbrancee of its said right to modify, waive or release any of the said covenants, conditions, restrictions or stipulations.