

**MEMORANDUM OF ENCUMBRANCE****CERTIFICATE(S) OF TITLE BEING ENCUMBERED**

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

**ESTATE AND INTEREST**

Estate in Fee Simple

**ENCUMBRANCES**

Nil

**ENCUMBRANCER** (Full name and address)**ENCUMBRANCEE** (Full name, address and mode of holding)

ENCUMBRANCE COMPANY PTY. LTD. A.C.N. 086 414 628 of 32A Kensington Road Rose Park SA 5067

**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 (10) cents if demanded   |
| (b) State the term of the annuity or rent charge.<br>If for life use the words "during his or her lifetime"               | (b)    TO BE PAID TO THE ENCUMBRANCEE FOR A TERM OF NINETY NINE (99) YEARS  |
| (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:<br><br>A yearly rent of TEN (10) CENTS payable on the 30 <sup>th</sup> day of June each year commencing on the 30 <sup>th</sup> of June next ensuing after the execution hereof. |

**IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:**

As per covenants attached – see pages 3 and 4

The Encumbrancer (which expression includes, when "the Encumbrancer" is a corporate body, its successors and assigns, and when "the Encumbrancer" is a person that person's heirs executors administrators and transferees and, where there is more than one corporate body and/or person comprised in the expression all of them jointly and each of them severally and the respective successors assigns heirs executors administrators and transferees of all of them) HEREBY ENCUMBERS the said land as part of and for the benefit of a common building scheme being the land in the 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 covenants with the Encumbrancee in addition and without prejudice to the covenants on the part of the Encumbrancer and the powers rights and remedies of the Encumbrancee as Encumbrancee implied herein under and by virtue of the provisions of the Real Property Act 1886 (as amended) thereof for the time being in force except insofar as the same are hereby expressed or implied varied negated or modified as follows-

In consideration of the Encumbrancee agreeing to administer the terms and conditions of this encumbrance subject always to the Encumbrancee being entitled to recover its costs from the Encumbrancer in the event of it being required to undertake any action in connection with the enforcement of the terms and conditions of this encumbrance, the Encumbrancer will pay to the Encumbrancee the sum of TEN CENTS (\$0.10) if demanded on the 1st day of July next and each succeeding 1st day of July provided that the Encumbrancee shall not demand payment of the said amount if and so long as the Encumbrancer and the Encumbrancee successors in title shall duly perform and observe all the covenants terms and conditions herein set forth (and the burden of providing such performance and observance shall be with the Encumbrancer) and provided always that none of the foregoing provisions shall in any way effect or prejudice the rights of the Encumbrancee to an injunction to restrain any breach of the covenants terms and conditions herein set forth or to damages for such breach.

1. During the continuance of this encumbrance the encumbrancer shall not upon the said land or in respect thereof:
  - a. Keep unpainted or untreated any metal and without limiting the generality thereof any galvanised steel products, galvanised iron or aluminium forming part of any dwelling house, outbuilding, gate or other structure.
  - b. Erect or suffer to be erected any outbuilding or any other structure that does not reflect the colour of the main dwelling.
  - c. The encumbrancer will not erect any temporary accommodation on the land or live in any temporary accommodation on the land including caravans or other portable accommodation unit or temporary dwelling house.
  
2. The Encumbrancer **MUST ENSURE** any dwelling erected on the Allotment
  - a. Shall use a "slab on ground" construction technique.
  - b. Must be of high quality innovative energy efficient design that uses quality external materials and techniques in a stylish and contemporary manner,
  - c. Must have a ground floor plan that is larger than or equal to 200 square metres, including the living, garaging and verandahs.
  - d. Must be approved by the Encumbrancee,

That the Encumbrancer will not erect, construct or repair any fencing around the boundary perimeter of the land unless it is the same, or substantially similar in style as the post and wire fencing installed by the developer.

That the Encumbrancer will not erect any colourbond or galvanised iron fencing within the internal boundaries of the allotment forward of the front alignment of the dwelling on the property.

3. The Encumbrancer must not park or store a caravan or any other type of vehicle of more than two tons on the allotment unless the vehicle is completely enclosed behind the facade of the main building, shedding or screen fence
4. Provided always and it is hereby agreed and declared 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 and other stipulation's herein contained and applied forthwith upon ceasing to be the registered proprietor of the said land to the extent that the said annuity and the covenants terms and conditions and other stipulation's shall be binding only upon the registered proprietor of the said land.
5. The Encumbrancer agrees that any Encumbrance made between the Encumbrancer and the Encumbrancee containing these or similar covenants and registered on the Certificate of Title may at the option of the Encumbrancee be temporarily withdrawn or substituted in order to allow a mortgage or other document priority and the Encumbrancer shall bear the costs in all things of the temporary withdrawal or substitution thereof.
6. The Encumbrancee reserves the right to fully discharge the Memorandum of Encumbrance at the request and cost of the Encumbrancer providing all of the relevant covenants have been complied with.
7. The Encumbrancer hereby indemnifies the Encumbrancee and agrees to keep it forever indemnified in respect of the whole of its costs and expenses of and incidental to the negotiations preparation stamping and registration of this encumbrance and the implementation of its terms.
8. Any notice or demand to be given to or made upon the Encumbrancer herein may be given or made by posting or delivering the same in writing signed by any officer or solicitor or agent for and on behalf of the Encumbrancee to or at the registered office for the time being of the Encumbrancer or (in the case the Encumbrancer for the time being is not a corporation), by posting or delivering the same so signed to or at the Encumbrancer's last known place of business or abode in South Australia and any notice posted under this Encumbrance shall be deemed to have been received in due course of post.
9. The Encumbrancee may from time to time in its absolute discretion modify waive or release any of the covenants and other stipulations expressed or implied in any Memorandum of Encumbrance or other instrument whatsoever relating to any other land in the same plan of division and whether the same where entered into or imposed before or at the same time as or after the date hereof and no

modification or waiver or release shall release the Encumbrancer or his successor in title from the covenants and other stipulations herein contained and implied.

10. No waiver by the Encumbrancee of any breach of any covenant or condition of this encumbrance or grant of any time or indulgence by the Encumbrancee in relation thereto shall operate as waiver of another breach of the same or any other covenant or condition of this encumbrance or any right, action or remedy of the Encumbrancee.

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 .....

**EXECUTION**

.....  
Signature of the ENCUMBRANCER –

.....  
Signature of the 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.

.....  
Print **Full** name of Witness (BLOCK LETTERS)

.....  
Address of Witness

Business Hours Telephone Number

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

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
<b>E</b>
Series No.

**BELOW THIS LINE FOR AGENT USE ONLY**

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886
_____ MJ PAHOLSKI/CA DEWHURST

AGENT CODE

Lodged by:

Correction to: NORTH EAST CONVEYANCERS

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	