

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

The whole of the land comprised in Certificate of Title Volume

Folio

ESTATE AND INTEREST

In Fee Simple

ENCUMBRANCEE

NIL

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

REDGUM ROAD PTY LTD A.C.N. 137 384 706 of C/- PO Box 1374 Victor Harbor SA 5211

OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCEE AND OTHER INTERESTS AS SHOWN HEREON WITH AN ANNUITY OR RENT CHARGE OF

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

(a) Amount of annuity or rent charge

(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 PERIOD OF
TWENTY FIVE YEARS (25) YEARS COMMENCING ON

(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

AS PER COVENANTS ATTACHED

COVENANTS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

Owners Benefit

1. 1.1 For the benefit of each of the registered proprietors of the land comprised in Allotments 1-16 in Deposited Plan No. 85242 and all of the future allotments derived from the allotments AND
- 1.2 for the benefit of all of the successors in title of the registered proprietors of the land in the division of land formerly comprised In Certificate of Title Registered Book Volume 5261 Folio 258 AND
- 1.3 for the purpose of a common building scheme.

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-two 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
 - 2.6. more than one shed, garage or outbuilding
 - 2.7. any shed, garage or outbuilding larger than approximately 6 metres wide x approximately 6 metres deep x 3.5 metres high at the highest point, but such shed garage or outbuilding must not exceed 50 square meters in floor area.
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 "Rivergum" 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 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
 - 3.7. any retaining wall of second-hand material
 - 3.8. 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)
 - 3.9. any other structure in the front yardunless 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.
6. Approval of plans and building schedules shall not be construed as approval by or on behalf of the Mount Barker 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. The Encumbrancee has agreed to administer the terms and conditions of this encumbrance, (subject always to the Encumbrancee being entitled to recover its costs in the event of it being required to undertake any action in connection with the enforcement of the terms and conditions of this encumbrance).
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. AND IT IS HEREBY AGREED and declared between the Encumbrancer and the Encumbrancee that the Encumbrancer shall be released and discharged from the payment of the said annuity and from the observance and performance of the covenants terms and conditions hereinbefore contained forthwith upon the Encumbrancer and successive assigns respectively ceasing to be registered as the proprietor of the said land to the intent that the rent charge and covenants terms and conditions shall be binding upon the current registered proprietor or proprietors of the said land.

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 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.

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND THE 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

.....
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. A penalty of up to \$2,000 or 6 months imprisonment applies for improper witnessing.

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

.....
Address of Witness

.....
Business Hours Telephone Number

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
E
Series No.

BELOW THIS LINE FOR AGENT USE ONLY

<p>CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886</p> <hr style="width: 30%; margin: auto;"/> <p>Registered Conveyancer Susan R Bartel</p>

AGENT CODE

Lodged by:

Correction to: Bartel & Hall
34 Victoria Street, Victor Harbor SA 5211

BARTP

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	