

MATERIALS USED IN CONSTRUCTION

1. No dwelling shall be erected on any part of the property other than has;
 - a. A minimum floor area of 100 square metres.
 - b. Been constructed of new materials.
 - c. Outer walls constructed of Stone, Clay Brick, Clay Brick veneer, Imitation Stone or Rendered finish.
2. No dwelling is to be erected on the property that is constructed either partially or fully of mud brick or mud bricks

ENCUMBRANCEE TO FENCE

3. The encumbrancee shall without any right of contribution from the encumbrancer erect a fence of a height not exceeding 1.8 metres and constructed of new materials and further provided that in the case of a dividing fence between allotments materials used are to consist of 150 mm high timber plinth with 1500 mm high double sided colourbond steel panels.

BUILDING LINE

4. In order to preserve the aesthetic appeal of the frontages in the area the encumbrancer shall observe the building line whereby no building shall be erected within five (5) metres of any street boundary and shall situate the front of the dwelling house or other buildings situated thereon in accordance with the building line and shall not in any case extend nearer to or be set further back from the road or street than the position indicated by the building line unless such building line is varied by approval of the encumbrancee and the municipal authority responsible for approval of building and site plans.

SINGLE DWELLING SINGLE STOREY RESIDENCES FOR RESIDENTIAL PURPOSES ONLY

5. During the continuance of this encumbrance the encumbrancer will not:
 - 5.1 Erect or suffer to be erected on the said land or any part thereof any building other than a single storey dwelling house and outbuildings (if any) not exceeding four (4) metres height suitable in the opinion of the

encumbrancee for use in conjunction with a dwelling house used for private residential purposes only and will not make or suffer to be made any addition to or alteration in any such building which will, in the opinion of the encumbrancee, be or render the said dwelling house or any other building suitable or adaptable for any trade business or industrial purpose.

- 5.2 Erect or suffer to be erected on the said land or any part thereof any building consisting of residential units, flats or multiple dwelling constructions, boarding house or motel.
- 5.3 Use or suffer to be used the said land or any part thereof or any building thereon for any trade or business purpose or other than private residential purpose. In particular the encumbrancer will not permit any detached garage , tent, caravan or other portable accommodation standing on the said property to be used for the purposes of residential accommodation

SITE WORKS

- 6 No site works (including fencing) will be erected made or carried out on or about the said land or any part thereof between the street alignment and the building alignment for the front of any buildings on the said land unless sketch plans sufficient to outline the works have been received prior to the written approval of the encumbrancee

ADVERTISING SIGNS TO BE REMOVED ON PRACTICAL COMPLETION

- 7. Without the previous consent in writing of the encumbrancee paint or affix upon or to any building wall fence post or other erection or exhibit upon any part of the said land any sign trade or business name poster or advertisement of any kind whatsoever except such as may relate solely to the sale of the said land and/or the contents of any house or other building thereon in which case such display or exhibition shall be limited to a period not exceeding the date of PRACTICAL COMPLETION of the said dwelling.

ENCUMBRANCER TO PAY RATES AND TAXES

- 7 The encumbrancer will at all times pay and discharge and perform observe and comply with all rates taxes charges assessments impositions and outgoings liabilities obligations and lawful requirements from time to time payable due levied assessed imposed or requiring to be complied with in respect of the said land

and on any default the encumbrancee may pay satisfy or comply with the same and shall have all necessary rights of access to the said land for that purpose and all costs and expenses incurred by the encumbrancee in so doing shall be a debt due by the encumbrancer to the encumbrancee payable on demand with interest until payment at the rate of TEN (10) CENTS per annum and may be deducted from any monies otherwise payable to the encumbrancer on the exercise of any option or otherwise hereunder and until paid or so deducted shall be monies secured by this encumbrance.

NOTICES

- 8 Any notice or demand may be given to or made upon the encumbrancer hereunder by delivering the same in writing signed by or on behalf of the encumbrancee personally or (if a corporation) at the registered office for the time being thereof or by posting the same at any Post Office in South Australia directed to the encumbrancer at his last known place of business or abode in South Australia or at the address of the encumbrancer or any one of the encumbrancers (if more than one) abovementioned or by leaving the same upon any portion of the said land AND any notice or offer may be given made to the encumbrancee by delivering the same in writing at the offices of the encumbrancee or by posting the same at any Post Office as aforesaid directed to the encumbrancee at its address aforesaid.

DEFINITIONS

- 9 If there shall be more than one person included in the definition of "the encumbrancer" hereunder all covenants and obligations herein contained on the part of the encumbrancer shall take effect as joint and several covenants by such person and words in the singular shall include the plural and words in the masculine shall include the feminine.
- 10 Provided always and it is hereby agreed and declared between the encumbrancee and encumbrancer that:
 - 10.1 The said encumbrancer and the successive transferees of the land from the said encumbrancer shall respectively be released and discharged from the payment of the said rent charge and from the performance and observance of the covenants, conditions and restrictions herein contained or hereby implied forthwith upon the said encumbrancer and the successive transferees of the said land respectively ceasing to be registered as the proprietor thereof to the intent that the said rent charge and covenants conditions and restrictions shall be binding

on the registered proprietor or proprietors for the time being of the said land.

- 10.2 The encumbrancee reserves the right to modify waive or release wholly or in part all or any of the covenants conditions and restrictions relating to the said land any adjoining or neighboring land whether imposed or entered into before or at the same time as or after the date hereof and whether they are the same as the covenants, conditions and restrictions and stipulations hereinbefore set out or not and notwithstanding that such neighboring or adjoining land forms part of the same subdivision including any covenants conditions and restrictions and stipulations which may become binding on any of the parties hereto (whether original or substituted) by virtue of this Memorandum of Encumbrance or the Contract Note or other Agreement pursuant to which this Memorandum of Encumbrance is executed and granted AND the encumbrancee further expressly reserves the right to permit a mortgage or mortgage to be registered in priority to this Memorandum of Encumbrance or any Memorandum of Encumbrance executed in lieu thereof or in priority to any Memorandum of Encumbrance over any such neighboring or adjoining land as aforesaid and to free release and wholly discharge (with or without consideration) any such neighboring or adjoining land as aforesaid from any Memorandum of Encumbrance held by the encumbrancee thereover.

** Delete the inapplicable*

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.

DATED.....

Signed by Encumbrancers

.....
In the presence of

.....
Signature of Witness

Full Name of Witness.....

Address of Witness.....

CERTIFICATION **Delete the inapplicable*

Encumbrancer(s)

- *The Prescribed Person has taken reasonable steps to verify the identity of the encumbrancer.
- *The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Prescribed Person has retained the evidence to support this Registry Instrument or Document.
- *The Prescribed Person 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 certifying party>
<Capacity of certifying party>
for: <Company name>
on behalf of the Encumbrancer

Encumbrancee(s)

- *The Prescribed Person has taken reasonable steps to verify the identity of the encumbrancee.
- *The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- *The Prescribed Person has retained the evidence to support this Registry Instrument or Document.
- *The Prescribed Person 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:

Bernard Ignatius Flood
Registered Conveyancer
for: Bernie I. Flood Property Conveyancer (Ref: BF 22021)
on behalf of the Encumbrancee

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
	E

AGENT CODE

LODGED BY:

CORRECTION TO: Bernie I. Flood Property Conveyancer
BIF1P

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

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

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

OTHER TERMS – GENERAL

1. BUILDING ENCUMBRANCE:

It is an essential term to which the Contract subject to that the Purchaser shall enter into a Building Encumbrance over the land (hereinafter called "The Encumbrance"), a copy of which is annexed hereto and labeled "Memorandum of Encumbrance", as follows:-

- (a) Prior to or at settlement, the Purchaser shall execute any document tendered by the Vendor for the purpose of creating the Encumbrance and, if required then or subsequently by the Vendor, any document necessary to effect registration of the Encumbrance on the Certificate of Title for the land
- (b) The terms of the Encumbrance shall be or correspond with the terms annexed hereto
- (c) If required by the Vendor, the Purchaser shall facilitate the registration of the Encumbrance on the Certificate of Title for the land immediately after the registration of the Memorandum of Transfer of the land to the Purchaser on or at such later time or date as the Vendor may subsequently direct
- (d) Costs associated with the preparation and registration of the Encumbrance are to be borne by the Purchaser