

The Encumbrancer **HEREBY COVENANTS** with the Encumbrancee as follows:-

1.0 Payment of Rent Charge:

The Encumbrancer will pay to the Encumbrancee during the continuance of this Encumbrance the sum of Ten Cents (10c) (if demanded) on the 1st day of July next and on each succeeding first day of July.

2.0 Successors in title to be bound by this Encumbrance:

It is intended by the Encumbrancer and the Encumbrancee that this Encumbrance shall secure to the Encumbrancee the payment of the said annuity and the performance and observance of the covenants contained in this Encumbrance and that the annuity hereby secured and the covenants herein contained shall be binding on the person executing this Encumbrance as the Encumbrancer and on the successors and assigns of that person the registered proprietor or proprietors for the time being of the land hereby encumbered (hereinafter called "the said land"). Accordingly whenever the expression "the Encumbrancer" is used herein such expression shall be deemed to include as well as the person named herein as the Encumbrancer that person's successors and assigns.

3.0 Condition Precedent to transfer of the said land:

3.1 The Encumbrancer hereby covenants with the Encumbrancee that the Encumbrancer will not convey or otherwise dispose of the Encumbrancer's interest in the said land or any part thereof or suffer or permit any other person to derive an estate or interest in fee simple in the said land without first obtaining from the proposed transferee and delivering to the Encumbrancee a covenant under seal with and for the benefit of the Encumbrancee binding the proposed transferee to perform and observe all the covenants contained herein on the part of the Encumbrancer to be performed and observed.

3.2 Notwithstanding clause 3.1 and without prejudice to the provisions of that clause each person deriving an estate and interest in fee simple in the said land or any part thereof shall by virtue of accepting the instrument of transfer under the Real Property Act be deemed thereby to have covenanted with the Encumbrancee to perform and observe all the covenants contained herein on the part of the Encumbrancer to be performed and observed and each person claiming an estate and interest as mortgagee or Encumbrancee in the said land or any part thereof subject to this Encumbrance shall by virtue of becoming registered as such be deemed thereby to have covenanted with the Encumbrancee that such person will not exercise the power of sale without obtaining from the proposed transferee and delivering to the Encumbrancee a like covenant as is mentioned in clause 3.1 and in the case of a mortgagee that such person will not exercise the power of foreclosure without executing and delivering to the Encumbrancee a covenant by such mortgagee to perform and observe all the covenants contained herein on the part of the Encumbrancer to be performed and observed.

4.0 Restricted use of land:

- 4.1 The Encumbrancer will not at any time erect or cause or permit or suffer to be erected or to remain upon the said land or any part thereof any improvements other than a single detached dwelling house and one or more outbuildings such as a motor car garage or garden shed which are erected for use ancillary to such single detached dwelling house. For the purposes of this clause, the words "dwelling house" shall mean a house designed for use as a dwelling by one occupant or family and furthermore the Encumbrancer covenants with the Encumbrancee;
- 4.2 That no building or structure (including a fence or wall of any nature whatsoever) will be erected or made on in or over the said land or any part thereof unless sketch plans and a schedule of materials sufficient to outline the building or structure have received the prior written approval of the Encumbrancee;
- 4.3 That 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 received the prior written approval of the Encumbrancee;
- 4.4 That no external sign or hoarding or tank or mast or pole of any description will be erected or made on or over the said land or any part thereof on or outside any building or structure on the said land or on any part thereof without the prior written approval of the Encumbrancee;
- 4.5 That no dwelling or outbuildings will be erected on in or over the said land or any part thereof which have other than clay bricks as the material for construction of outside walls or other than tiles or colorbond as the material for the roofing of any such dwelling or outbuilding unless such alternative materials have received the prior written approval of the Encumbrancee;
- 4.6 That no fencing is to be erected on any boundary which is adjacent to a road reserve.
- 4.7 That no boundary fencing is to be erected using in its construction material other than double sided colorbond panels of a colour generally known as "river gum" without the prior written approval of the Encumbrancee;

PROVIDED THAT the Encumbrancee will not unreasonably or capriciously refuse or withhold any such approval but a refusal shall not be or be deemed unreasonable or capricious if a registered architect shall have certified that the proposed works do not conform with the general standards of design and planning within the locality and neighbourhood more specifically identified as the lands contained and depicted in a plan of division accepted for deposit by the Registrar General in the Lands Titles Office, Adelaide and numbered D.P. 62741

5.0 Fencing:

The Encumbrancer will indemnify the Encumbrancee against any costs charges claims or expenses in respect of the fencing of the boundary of the said land notwithstanding that the Encumbrancee may be the owner of contiguous land.

6.0 Rates and taxes:

The Encumbrancer will at all times pay discharge and perform observe and comply with all rates, taxes, charges, assessments, impositions, 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.

7.0 Severance:

In the event of any part of this Encumbrance being or becoming void or unenforceable then that part shall be severed from this Encumbrance to the intent that all parts that shall not be or become void or unenforceable shall remain in full force and effect and be unaffected by such severance.

8.0 Several covenants:

Each covenant contained in this encumbrance shall take effect as a separate independent covenant, not limited by or limiting any other covenant contained herein.

9.0 Notices:

9.1 Any notice or demand to be given to or made upon the Encumbrancer hereunder may be given or made by posting or delivering the same in writing signed by the Encumbrancee or the Encumbrancee's solicitor or agent for and on behalf of the Encumbrancee to the last known address of the Encumbrancer or to the said land.

9.2 Any notice to be given or to be served upon the Encumbrancee may be given or served by delivering or posting the same at or sending the same through the post office addressed to the Encumbrancee at the Encumbrancee's last known address.

9.3 Any notice posted as aforesaid shall be deemed to have been received forty eight hours after the time of posting.

10.0 Definition of Encumbrancer:

If there shall be more than one person included in the designation "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 persons.

11.0 Interpretation:

In this Encumbrance unless repugnant to the context:-

11.1 Words importing the singular shall embrace the plural and vice versa and words importing the one gender shall embrace the other genders.

11.2 Any reference to a person shall be deemed to include a corporate body and vice versa.

12.0 Costs:

The costs of the preparation execution stamping and registration of this Encumbrance and all stamp duties and registration fees payable thereon shall be paid by the Encumbrancer.

13.0 Further covenants:

Subject to having duly observed and performed the obligations contained in clause 3.0 hereof the person named herein as the Encumbrancer and each successive transferee of the said land subject to this Encumbrance shall respectively be released and discharged from the payment of the said rent charge and from the performance and observance of the covenants herein contained or hereby implied forthwith upon that party or such transferee ceasing to be registered as the proprietor of the said land or such part thereof.

PROVIDED ALWAYS THAT

The Encumbrancee may from time to time at the Encumbrancee's absolute discretion modify waive or release any of the covenants and other stipulations herein contained or implied.

AND subject as aforesaid the Encumbrancee shall be entitled to all the powers rights and remedies given to Encumbrancees by the Real Property Act 1886 - as amended.