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Lodged: 29 June 2020 04:14:00 PM
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Form M2
Version 39.13

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA

Registered: 02 July 2020 04:16:20 PM

ENCUMBRANCE

Responsible Subscriber: CARRINGTON CONVEYANCERS (EL - PEXA) (E100053)
Reference: SO200895

ELN Lodgement Case ID: 204781533
ELN Workspace ID: 4639268

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

ESTATE AND/OR INTEREST BEING ENCUMBERED

FEE SIMPLE

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 6229 FOLIO 315

ENCUMBRANCER (Full name and address)

DAVID SMITH OF PO BOX 111 BIRDWOOD 5234 SA

ENCUMBRANCEE (Full name, address and mode of holding)

BLUE EAGLE NOMINEES PTY LTD ACN 100124267 OF UNIT 3 130 CARRINGTON ST ADELAIDE SA 5000

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF TEN CENTS ($0.10) IF DEMANDED TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AT THE TIMES AND IN THE MANNER FOLLOWING COMMENCING 29 JUNE 2020 FOR A PERIOD OF 20 YEARS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with those terms and conditions expressed below

TERMS AND CONDITIONS OF THIS ENCUMBRANCE

(a) Document Reference

(b) Additional terms and conditions

Refer to Covenants

DATED 29 JUNE 2020

CERTIFICATION

Encumbrancer

The Certifier has taken reasonable steps to verify the identity of the encumbrancer or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Ryan John Edwards

Practitioner Certifier

For: CARRINGTON CONVEYANCERS

On behalf of: DAVID SMITH

Encumbrancee

The Certifier has taken reasonable steps to verify the identity of the encumbrancee or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Ryan John Edwards

Practitioner Certifier

For: CARRINGTON CONVEYANCERS

On behalf of: BLUE EAGLE NOMINEES PTY LTD

This is a representation of an instrument that was electronically lodged

COVENANTS

1. That the encumbrancer will pay to the encumbrancee the said sum of TEN CENTS (10c) (if demanded) or the said sum of FIVE CENTS (5c) (if demanded) (as the case may be) on the 30th day of June next and on each and every 30th day of June thereafter.

2. During the continuance of this encumbrance the encumbrancer shall not upon the said land or in respect thereof:-

   2.1 Erect, suffer or permit more than one detached dwelling to be erected on any allotment shown on the Plan unless the Encumbrancee has consented in writing and the Encumbrancer has planning and building approval from the relevant planning authorities.

   2.2 Apply for or effect the division of the Land otherwise than in accordance with the Plan provided unless the Encumbrancee has consented in writing and the Encumbrancer has planning and building approval from the relevant planning authorities.

   2.3 Cause, permit or suffer to be erected or remain on the land any building or part of a building the exterior of which contains any galvanised or zincalume sheetmetal or other reflective material provided however that this restriction shall not apply to a pre-treated permanently coloured non-reflective material such as Colourbond or other like material.

   2.4 Cause, permit or suffer any motor vehicle including but without limiting the generality thereof, truck, van and semi-trailer, boat or caravan to be parked or left forward (or any part of which is forward) of the front alignment of the said dwelling house.

   2.5 Cause, permit or suffer to be erected or remain on the Land any fence which:

      2.5.1 is constructed of material other than wire, masonry, timber or of non-reflective material sheetmetal such as Colourbond for side boundaries and back fences and is of a height of greater than one point eight (1.8) meters above natural ground level;

      2.5.2 is located between the front alignment of the dwelling house and any street unless such fence is less than one (1) meter high and is constructed of see through material such as wire, post and rail or tubular construction;

      2.5.3 In respect to the side boundaries facing the road for Allotments 6 & 7, is constructed within 75 centimetres of the side road and remains unsoftened by landscaping planting.

   2.6 Cause permit or suffer to be erected or permit:

      2.6.1 any second hand buildings or buildings constructed of other than new building materials or any fibre cement or transportable or kit buildings with the exception of kit buildings with at least 75% solid brick, pre-formed masonry and/or stone external walls erected in accordance with plans and specifications approved in writing by the encumbrancee which approval shall not be unreasonably withheld.

      2.6.2 any dwelling or addition thereto with a roof pitch less than 17.5 degrees or a roof cladding of other than terracotta or cement tiles or precoloured metal sheeting.

      2.6.3 any dwelling whose total living area is less than one hundred (100m2) square metres on any allotment.

      2.6.4 the construction of more than one (1) single width driveway for each allotment.

   2.7 Use or suffer to be used upon the said land or any part thereof or any building thereon for any trade or business purpose or other than private residential purpose or other than a dwelling house used for private residential purposes or an out building used in connection with a dwelling home used for private residential purpose.

2.8 Plant and landscape the said land in such a manner that will not complement and enhance the character and amenity of "Dunnfield" environs.

2.9 Notwithstanding 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 covenant under seal in favour of the encumbrancee that such party will observe and perform all of the terms and conditions in this Memorandum of Encumbrance contained as if such party had been the original party to this Memorandum of Encumbrance as the encumbrancer herein named.

3. AND the encumbrancer does hereby covenant and agree that notwithstanding anything to the contrary contained herein 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 stipulation 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 claim or demand whatsoever against the encumbrancee in respect of arising out of or in any way connected with exercise by the encumbrancee of its said right to modify waive or release any of the said covenants conditions restrictions or stipulation.

4. AND it is hereby agreed and declared between the encumbrancer and the encumbrancee that the encumbrancer and successive assigns of the encumbrancer shall be respectively released and discharged from payment of the said rent charge and from the observance and performance of the several covenants conditions restrictions and stipulations herein contained forthwith upon the encumbrancer and such successive assigns respectively causing clause 2 hereof to be complied with and ceasing to be registered as the proprietor of the said land PROVIDED HOWEVER that the encumbrancer shall remain liable to use his best endeavours from time to time at the request and cost in all things of the encumbrancer.

5. Subject as aforesaid the encumbrancee shall be entitled to all powers and remedies given to an encumbrancee by the Real Property Act 1886 as amended from time to time.

6. AND it is hereby agreed that the costs in relation to the preparation, stamp duty and registration of this Encumbrance shall be borne by the Encumbrancer.