

PREFIX **E** NO.

SI

7493174



REGISTRAR-GENERAL'S OFFICE

SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT, 1886

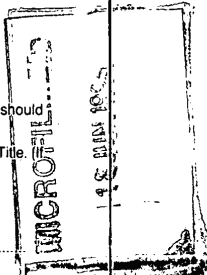
(SIGNED)

[Signature]
Solicitor/Licensed Land Broker/Encumbrancee

2 SERIES NO. TO BE COMPLETED BY AGENT

NOTES

- All panels to be completed. If insufficient space use Annexure Form B1. The panel should then only contain the words "See Annexure A" (or as the case may be) attached.
- State whether the whole or portion only of the land comprised in the Certificate of Title. (portion only, describe precisely).
- Insert "estate in fee simple".
- List encumbrances which effect the estate being mortgaged only.
- If address and/or occupation has changed, identify as "formerly
- If tenants in common in unequal shares, then specify.
- If an executing party is a natural person, execution should read "SIGNED by the Owner in the presence of The witness must be a disinterested person. If an executing party is a body corporate, execution must conform to any prescribed formalities relating to the affixing of the common seal.
- The short form of proof is applicable where the witness is not an authorised functionary. The address and occupation of the witness must be stated.
- The long form proof is applicable where the witness is not an authorised functionary. The address and occupation of the witness must be stated.



30 APR 1993	TIME	05:15
FEEES		\$
R.G.O.		60
POSTAGE		
ADVERTISING		
NEW C.T. TO ISSUE		

OFFICE NOTES:

30APR1993 030146325L.T.O. 60.00
FINLAYSONS (FINL)
81 FLINDERS STREET
ADELAIDE S.A. 5000

BELOW THIS LINE FOR OFFICE USE ONLY

EXAMINATION

CORRECTION		PASSED
O.D.R. No.		EXAMINER TO INITIAL
REFERRED	RETURNED	
		<i>[Signature]</i>

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: *Finlaysons*
Address: NORMAN WATERHOUSE SOLICITORS 185 VICTORIA SQUARE ADELAIDE 5000
Correction to: *FINL.* NWAM

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH THIS INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

- | | |
|--------|-------------------------------|
| 1..... | } Received items No. Assessor |
| 2..... | |
| 3..... | |
| 4..... | |
| 5..... | |

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

-
-
-
-
-

REGISTERED ON 15 JUN 1993 AT
BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE REGISTER BOOK. VOL. 5123 FOLIO 803



ITEM(S) DELIVERED—POSTED

IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

DELIVERY INSTRUCTIONS: PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM	AGENT/RGO BOX No.	DELIVERY DATE	*POSTAGE DATE	INITIALS	ITEM: CT/CL REF.	AGENT'S NAME	AGENT/RGO BOX No.	POSTAL ADDRESS*
1								
2								
3								
4								
5								

A3426 *FILL OUT POSTAGE DATE ONLY IF ITEMS ARE RETURNED BY CERTIFIED MAIL

*FILL OUT POSTAL ADDRESS ONLY IF ITEMS ARE TO BE RETURNED BY CERTIFIED MAIL

AGENT'S INITIALS

DATED the 20th day of April 19 93.

EXECUTION AND ATTESTATION (See Note 7)

SIGNED by the said Owner in the presence of:

.....

OR

THE COMMON SEAL of TREND DEVELOPMENTS PTY LTD. was hereunto affixed in the presence of:



[Signature] Director

[Signature] Director/Secretary

SHORT FORM OF PROOF (See Note 8)

Appeared before me at the day of 19 the Owner within described the party executing the within instrument being a person well known to me and did freely and voluntarily sign the same.

(SIGNED)

LONG FORM OF PROOF (See Note 9)

Appeared before me at the day of 19

(hereinafter referred to as "the witness"), a person known to me and of good repute, attesting witness to this instrument, and acknowledged his signature to the same; and did further declare that the Owner, the party executing the same, was personally known to the witness, that the signature to be the said instrument is in the handwriting of the Owner, and the Owner did freely and voluntarily sign the same in the presence of the witness and was at the time of sound mind.

(SIGNED)

COVENANTS cont.

PROVIDED THAT the Trusts 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 in private practice shall have certified that the proposed works do not conform with the general standards of design and planning of the development of other lands within the Development Zone or that the proposed works are undesirable by reason of the effect they would have upon the development, appearance, health or amenity of the neighbourhood or any part of it.

3. That no undue delay will be permitted by the Owner to occur in the commencement or in the completion of any work approved by the Trusts and no variation to such work as approved will be permitted other than in accordance with the terms of any subsequent written approval of the Trusts given before such variation was commenced.

4. That the Owner will not obstruct or do anything which would prevent or hinder the Trusts its servants agents or contractors from entering the said land for the purpose of remedying any breach by the Owner of its obligations under this Encumbrance of which breach at least 14 days' notice in writing has been given to the Owner and which breach has not then been remedied.

5. That the Owner will pay to the Trusts on demand all costs (including legal costs) and expenses incurred by the Trusts its servants agents or contractors in respect of any breach by the Owner of its obligations under this Encumbrance and any action taken to remedy the same. All such costs and expenses may be recovered in any court of competent jurisdiction in addition to all other powers and rights available to the Trusts hereunder.

6. That the said land will not be divided.

7. That the Owner will not permit the said land to remain vacant for more than *twelve (12)* months from the date hereof or such further date as the Trusts may advise the Owner by which date the Owner will have commenced to construct a residence on the said land in accordance with plans and specifications approved by the Trusts, in default of which the Trusts shall have the option to repurchase the said land by notice in writing to the Owner at the price paid by the Owner to the Trusts, such option to be exercised by notice posted to the Owner within 3 calendar months of the expiry of the period mentioned at the beginning of this clause.

8. That the Owner will not cause or permit the said land to be resold or advertised for sale unless a residence has been constructed thereon or unless the Trusts have consented in writing to such resale and/or advertising.

AND the Owner acknowledges for himself and his successors in title that the foregoing covenants are entered into and undertaken for the purposes of the Trusts' scheme of development for the lands comprised in the Development Zone and that the Trusts have declared and undertaken that they have required and will require from each purchaser of the lands comprised in the Development Zone as a condition of its sale of those lands a Memorandum of Encumbrance in substantially similar form to this instrument and containing the same or substantially similar covenants and other stipulations.

PROVIDED ALWAYS THAT

1. The Trusts may from time to time in their absolute discretion modify waive or release any of the covenants and other stipulations herein contained or implied.

2. The Trusts may from time to time in their 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 Development Zone and whether the same were entered into or imposed before or at the same time as or after the date hereof and no such modification or waiver or release shall release the Owner or his successors in title from the covenants and other stipulations herein contained and implied.

3. The Trusts may at any time in their absolute discretion discharge all the Memoranda of Encumbrance over all the land in the Development Zone or transfer such Memoranda to such body as they in their absolute discretion deem fit.

In this instrument:—

- (1) 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;
- (2) The expression "the Owner" includes the registered proprietor for the time being of the said land;
- (3) If there shall be more than one person responsible hereunder as the Owner or as a successor in title to the Owner, the liability of all such persons shall be both joint and several.

AND subject as aforesaid the Trusts shall be entitled to all the powers rights and remedies given to encumbrancees by the Real Property Act 1886.

MEMORANDUM OF ENCUMBRANCE

The whole of the land comprised in Certificate of Title Register Book Volume 4385 Folio 929

NOW WHOLE OF THE LAND IN
C.T. VOL. 5123 FOL. 803

DESCRIPTION OF
LAND
(see Note 2)

ESTATE AND INTEREST
(see Note 3)

Estate in fee simple

ENCUMBRANCES
(see Note 4)

Nil.

ENCUMBRANCER
(Full name, address
and occupation)
(see Note 5)

TREND DEVELOPMENTS PTY. LTD., (ACN 008 194 858) of 7 Lindsay Road Lonsdale 5160

(hereinafter called "the Owner")

ENCUMBRANCEE
(Full name, address
and occupation)
(see Note 6)

SOUTH AUSTRALIAN URBAN LAND TRUST of 55 Gawler Place, Adelaide, 5000 and SOUTH AUSTRALIAN HOUSING TRUST of Riverside Centre, North Terrace, Adelaide 5000 as tenants in common (hereinafter called "the Trusts" which expression includes their respective successors and assigns).

IN CONSIDERATION of the transfer of the said land to the Owner by the Trusts FOR VALUABLE CONSIDERATION hereby acknowledged to have been received by the Owner from the Trusts AND DESIRING TO render the said land available for the purposes of securing to the Trusts the rent charge hereinafter mentioned and the performance and observance of the covenants on the part of the Owner hereinafter contained the Owner DOES HEREBY ENCUMBER the said land with the payment to the Trusts of the annual sum or yearly rent charge of TEN CENTS (10c) payable (if demanded by the Trusts) on the 1st day of July in each and every year commencing on the 1st day of July next after the execution hereof to the intent that the Trusts shall hold the said rent charge in perpetuity for an estate in fee simple AND with the performance and observance of the covenants on the part of the Owner hereinafter contained PROVIDED THAT the Trusts shall not demand payment of the said rent charge if and so long as the Owner and his successors in title shall duly perform and observe all the covenants and other stipulations hereinafter contained (and the burden of proving such performance and observance shall lie upon the Owner), but none of the previous provisions for or in respect of payment of the said annuity or rent charge shall in any way affect or prejudice the rights of the Trusts or any other person claiming under the Trusts as purchaser of any part or parts of the Development Zone to an injunction to prevent or restrain any breach of the covenants and other stipulations hereinafter contained or to damages for any such breach.

The Owner for itself and its successors in title HEREBY COVENANTS with the Trusts as proprietor of and with all other persons claiming under the Trusts as purchasers of any part or parts of the Development Zone being all the land and allotments delineated in the plan deposited in the Lands Titles Registration Office numbered 32235 (to the intent that the benefit of such covenants shall be annexed to and devolve with each and every part of the said Development Zone other than the land hereby encumbered) as follows:—

1. That the said land or any part thereof will not be used for any purpose other than for residential purposes.
2. (a) That no building or structure (including a fence or wall of any nature whatsoever) will be erected or made in or over the said land or any part thereof except in accordance with plans and a schedule of materials sufficient to outline the building or structure which have received the prior written approval of the Trusts.
- (b) That no site works (including fencing, any excavation, any levelling or filling or any retaining wall or any driveway) will be erected made or carried out on or about the said land or any part thereof except in accordance with plans sufficient to outline the works which have received the prior written approval of the Trusts.