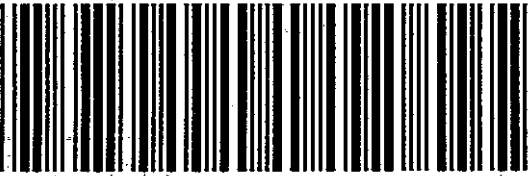


Bayo - RMO

7896693



E

NOTES  
DUPLICATE COPY  
ONLY

- This form is designed to suit the simplest type of Encumbrance. Lending institutions which prefer to have encumbrance forms printed privately may do so, but proposed forms must be submitted to the Registrar-General and will not be acceptable for registration unless the format is approved.
- All panels to be completed. If insufficient space use Annexure Form B.1. This panel should then only contain the words "See Annexure A (or as the case may be) attached".
- State whether whole or portion of the land comprised in the Certificate of Title and/or Crown Lease. If portion only, specify.
- Insert "estate in fee simple", "estate as Crown Lessee" or "estate as mortgagee" (as the case may be). If lease or mortgage state registered number.
- List encumbrances which affect the estate being encumbered.
- If address has changed identify as "formerly.....".
- If tenants in common in unequal shares specify shares.
- If the executing party is a natural person execution should read "SIGNED by the encumbrancer in the presence of.....". The witness must be a disinterested party. 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 an authorised functionary.
- The long form of proof is to be used where the witness is not an authorised functionary. The address and occupation of the witness must be stated.

SCANNED  
SEP 1995

See Note 9

Appeared before me at the day of 19

the ENCUMBRANCER within described the party executing the within instrument, being a person well known to me and did freely and voluntarily sign the same.

Signed.....

See Note 10

Appeared before me at the day of 19

(hereinafter called "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 ENCUMBRANCER, the party executing the same was personally known to the witness and that the signature to the said instrument is in the handwriting of the ENCUMBRANCER and the ENCUMBRANCER did freely and voluntarily sign the same in the presence of the witness and was at that time of sound mind.

Signed.....

**DELIVERY INSTRUCTIONS (Agent to complete)**  
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S).

ITEM CT/CL REF.	AGENT CODE

LANDS TITLES REGISTRATION  
OFFICE  
SOUTH AUSTRALIA

MEMORANDUM OF  
ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES  
OF THE REAL PROPERTY ACT 1886

*G W Hollidge*  
G W HOLLIDGE  
Solicitor/Licensed Land Broker/Encumbrancer

BELOW THIS LINE FOR OFFICE USE ONLY

Date	31 MAR 1995	Time	10.45
FEES			
R.G.O.	POSTAGE	ADVERT	NEW C.T.
661			

*P-7827167*  
EXAMINATION

CORRECTION	EX 20	PASSED
10.495		<i>[Signature]</i>

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: SCAMMELL & CO AGENT CODE SCAM  
Correction to: SCAM 519

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

- .....
- .....
- .....
- .....
- .....

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

- .....
- .....
- .....
- .....
- .....

DATED THIS

21<sup>st</sup>

DAY OF

MARCH

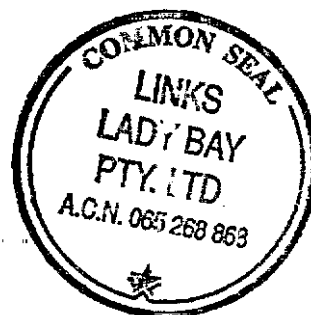
1995

EXECUTION AND ATTESTATION  
(See Note 8)

The Common Seal of )  
LINKS LADY BAY PTY. LTD. )  
A.C.N. 065 268 868 )  
was hereunto affixed pursuant )  
to a Resolution of Directors )  
in the presence of : )

*[Signature]* ..... Director

*[Signature]* ..... Secretary



REGISTERED

28/1/1995

*[Signature]*



REGISTRAR-GENERAL

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

1. During the continuance of this encumbrance the encumbrancer shall not upon the said land or in respect thereof:
  - (i) Erect or permit to be erected upon the the land any dwelling house or outbuilding unless required power supply is via underground mains.
  - (ii) Erect or permit to be erected upon the land any dwelling house in which the total area of masonry shall be less than 40 percentum of the total area of external walls, unless, architecturally designed and specifically approved by the encumbrancee.
  - (iii) Erect or permit to be erected upon the land any dwelling house in wich the vertical distance between any point at the top of any external wall and the natural ground level immediately below that point on the wall is greater than 3 metres, other than ridge lines and gable ends where the distance shall not exceed 5 metres, unless, specifically approved by the encumbrancee in which case shall not be more than 7 metres above natural surface level of the site.
  - (iv) Erect or permit to be erected upon the land any outbuilding the external walls of which shall be constructed of materials other than masonry, timber or colorbond metal.
  - (v) Erect or permit to be erected upon the land any boundary fence constructed of materials other than brushwood, masonry, timber, wire or colorbound metal, nor erect any fence along the front boundary or along the side boundaries between the building alignment and the front boundary.
  - (vi) Divide the land without the consent in writing of the encumbrancee.
  - (vii) Erect or permit any transportable dwelling to be placed thereon.
2. The encumbrancer shall pay all costs and charges and expenses incurred by the encumbrancee for the purposes of and incidental to the preparation and execution of this Memorandum of Encumbrance and any discharge thereof and the stamp duty and registration fees from time to time payable thereon AND IN ADDITION all legal costs incurred by the encumbrancee on a solicitor and own client basis in or about any action which the encumbrancee may reasonably be required to pursue for the purposes of enforcing the provisions of this Encumbrance AND IN ADDITION reasonable hourly rates for time expended by the encumbrancee from time to time in responding to any request by the encumbrancer for any consent, approval or indulgence whatsoever and/or for any matter or thing arising out of the provisions of this Encumbrance and in respect of which the encumbrancee may reasonably and properly undertake any consideration and/or action.

MEMORANDUM OF ENCUMBRANCE

693

CERTIFICATE(S) OF TITLE  
BEING ENCUMBERED

(See Note 3)

FIRST  
ca

The whole of the land comprised in Certificates of Title  
Register Book Volume 5254 Folio 631 and Volume 5254 Folio 633

✓ *secondly* ✓ ca

ESTATE AND INTEREST

(See Note 4)

In fee simple ✓

ENCUMBRANCES

(See Note 5)

First AG 7827167 M 7848191 ca  
Secondly Ab 7752267 Ab 7827167 ca

ENCUMBRANCER

Full Name and Address

(See Note 6)

LINKS LADY BAY PTY. LTD. A.C.N. 065 268 868 of 1st Floor  
133 Archer Street North Adelaide SA 5006

ENCUMBRANCEE

Full Name and Address

(See Note 7)

THE DISTRICT COUNCIL OF YANKALILLA of Post Office Box 9  
Yankalilla SA 5203

(a) State the term  
of the annuity. If  
for life use the  
words "during his  
lifetime"

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT  
OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON WITH AN  
ANNUITY OF 10 cents per annum

(a) TO BE PAID TO THE ENCUMBRANCEE For one hundred (100) years commencing upon the  
date of registration hereof

(b) State the  
times appointed  
for payment of  
the annuity and  
any special  
convenants

(b) AT THE TIMES AND IN THE MANNER FOLLOWING On the 30th day of June next and on each  
and every 30th day of June thereafter

To be completed by lodging party

NUMBER  
Office use only

ANNEXURE to ENCUMBRANCE dated 21/3/95  
over Certificate of Title Volume: 5254 Folio: 631  
633

3. The encumbrancer acknowledges that the covenants herein contained are entered into and undertaken for the purpose of the scheme of development for the whole of the land comprised in the development area known as The Links - Lady Bay.

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 stipulations wheresoever herein 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 encumbrancer shall have no action, cause, suit or claim or demand whatsoever against the encumbrancee in respect of arising out of or in any way connected with the exercise by the encumbrancee of its said right to modify waive or release any of the said covenants conditions restrictions or stipulations herein contained or contained in any like encumbrance relating to any land comprising portion of the sub-division of which the said land forms part.

Any waiver by the encumbrancee of any breach of any one or more of the covenants conditions restrictions or stipulations herein contained shall not be nor be construed to be a waiver of any subsequent or other breach of the same or any other covenant condition restriction or stipulation herein contained, nor shall any failure on the part of the encumbrancee to require or exact full and complete compliance with any of the covenants conditions restrictions stipulations herein contained be construed as in any manner changing the terms hereof or the prevent the encumbrancee from enforcing the full provisions hereof.

If any term covenant condition or provision of this Encumbrance is held by a court of competent jurisdiction to be invalid void or unenforceable the remainder of such terms covenants conditions and provisions shall remain in full force and effect and shall in no way be affected impaired or invalidated thereby.

The Links  
Lady Bay  
W/4126M