

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

policy requirements	S.			
LAND DESCRIPT	ION			
Allotment	in DP be	ing Portion of the	Land	Comprised in Certificate of Title Volume 5856 Folio 24
ESTATE & INTER	REST			
Estate in Fee Simp	ple			
ENCUMBRANCE	R (Full name and add	dress)		
ENCUMBRANCE	E (Full name, addres	s and mode of ho	lding)	
				007) of 110 – 114 Grange Road Allenby Gardens SA 5009
OPERATIVE CLA	USE			
	NCER ENCUMBERS NCEE WITH AN ANN			ITEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF RGE OF
(a) Insert the amou	ınt of the annuity or r	ent charge	(a)	One Dollar (\$1.00) per annum if and when demanded
(b) State the term of	of the annuity or rent	charge.	(b)	TO BE PAID TO THE ENCUMBRANCEE
If for life use the wo	ords "during his or he	er lifetime"		For a term of one hundred years
(c) State the times	appointed for payme	ent of the annuity	(c)	AT THE TIMES AND IN THE MANNER FOLLOWING
or rent charge. Any	special covenants n	nay be inserted.		
				Payable (if demanded by the Encumbrancee) on the 1st day of January in each year (starting on the 1st day of January in the next calender year immediately following the date of execution of this instrument) to the intent:-
				that the Encumbrancee shall hold the said annuity to secure the compliance, performance and observance by the Owner with the covenants, terms and conditions contained in this instrument; and,
				that the Encumbrancee will not demand payment of the annuity if, and so long as, the Owner complies with all covenants.

COVENANTS COMMENCE ON PAGE 3 HEREOF	OVENANTS				
		COVENANTS COMMEN	CE ON PAGE 3 HERI	EOF	

The Encumbrancer (which expression includes when "the Encumbrancer" is a corporate body its successors and assigns and when "the Encumbrancer" is a person, that person's heirs, executors, administrators and transferees and where there is more than one corporate body and/or person comprised in the expression then all of them jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees and all of them) encumbers the said land for the benefit of the Encumbrancee (which expression includes their respective successors and assigns) and covenants with the Encumbrancee (in addition to and without prejudice to the covenants on the part of the Encumbrancer and the powers rights remedies of the provisions of the Real Property Act 1886 as amended for the time being in force except insofar as the name are hereby expressed or implied, negated or modified) as follows:-

DURING THE TERM OF THIS ENCUMBRANCE THE ENCUMBRANCER:-

IT IS COVENANTED by the Owner with the Encumbrancee and with all other persons claiming under the Encumbrancee as purchasers of any land in the Development Zone as follows to the intent:

- that the covenants in this instrument will run with and bind the said land;
 and
- that the benefits of each of the covenants will be annexed to, and pass to future owners of, each and every part of the Development Zone.
- That the Owner will comply with the "RIVERS EDGE ESTATE" Urban Design Guidelines attached hereto

1 One Main Dwelling

The Owner shall not erect upon the land more than one detached dwelling house (exclusive of all general domestic outbuildings)

2 Subdivision

The land shall not be subdivided except with the prior written approval of the Encumbrancee.

3 Residential Dwellings

The owner shall not use or permit the land to be used for any purpose other than a residential dwelling except with the prior written approval of the Encumbrancee.

4 Temporary Dwellings

The Owner shall not erect upon the land any building other than an outbuilding, that is constructed of prefabricated material, nor any transportable dwelling house, nor any caravan or other temporary dwelling as the detached dwelling house unless approved in writing by the Encumbrancee.

5. Maintenance of Entry Statement

If at any time prior or after the date of this Encumbrance, the Encumbrancee has installed, constructed or erected upon the land any fixture, wall or structure of any nature whatsoever ("the entry statement") as an entry statement for any part of the Encumbrancee's development, the Owner must not without the prior written approval of the Encumbrancee.

- 5.1 remove, demolish, alter or intentionally damage or deface the entry statement in any way (including by changing or removing any colours of or lettering or electrical or water connections (if any) comprised in the entry statement):
- 5.2 allow or suffer anyone to remove, demolish, alter, damage or deface the entry statement; or
- fail to allow the Encumbrancee to go on to the land to properly maintain the entry statement including by way of:-
 - 5.3.1 maintaining any painting, colours and lettering of the entry statement
 - 5.3.2 removing or painting over any graffiti: AND
 - 5.3.3 repairing and maintaining the structure of the entry statement.

6. Notice to rectify breach

- 6.1 The Encumbrancee, or a servant, agent or contractor of the Encumbrancee, may enter "the land" at any time, (after giving at least 24 hours notice to the Owner for the purpose of inspecting "the land" to determine whether any of the Owner's obligations under this instrument has been breached. The Owner must not do (nor cause nor permit the doing of) anything to obstruct or hinder such entry of inspection.
- 6.2 If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under clause 6.1; and

- 6.3 the Owner fails to remedy the breach within one calendar month from the date of service of the notice, then the Encumbrancee it's servants, agents and contractors may enter "the land" and may take such action as the Encumbrancee deems necessary to remedy the breach; and
- 6.4 the Encumbrancee may recover from the Owner, in any court of competent jurisdiction, the costs incurred in remedying the breach.

7. Release of Owner upon sale

- 7.1 The rent charge and covenants contained in the instrument will be binding; only upon the registered proprietor for the time being of "the land".
- 7.2 Subject to clauses 7.3 and 13, each successive registered proprietor of "the land" will be released from the payment of the rent charge and from the performances to the covenants upon transferring the fee simple in "the land" to another person.
- 7.3 Despite a transfer as referred to in clause 7.2, the rights of the Encumbrancee will be preserved against any former registered proprietor, in relation to a breach of this Encumbrance which occurred either before the transfer or by reason of the transfer.

8. Sunset clause

The rights and obligations of the Encumbrancee (but not those of any person claiming under the Encumbrance as purchasers of any land in the Development Zone) will cease as of five (5 years) after the date of the Encumbrance.

9. Service of notices

- 9.1 A notice may be served on the Owner either:-
 - 9.1.1 by posting the notice in a prepaid envelope to the last known address of the Owner; or
 - 9.1.2 if a dwelling has been erected on "the land", by leaving the notice at or attached to the dwelling.
- 9.2 A Notice may be served on the Encumbrancee by being left at or posted in a prepaid envelope addressed to the encumbrancee at its registered office in South Australia.
- 9.3 A notice served by post is deemed to have been served two (2) business days after posting.

10. Interpretation

- 10.1 a reference to gender includes all genders;
- 10.2 the singular includes the plural and vice versa:
- 10.3 a reference to a person includes a body corporate and vice versa;
- 10.4 a reference to a party includes the heirs, executors, successors or assigns of that party;
- 10.5 "the Owner" incudes the Encumbrancer and each Successive registered proprietor of "the land" (and, if there are two or more Owners at any time, the liability of those persons is joint and severable);
- 10.6 "the Development Zone" means the whole of "the land" comprised in allotment 24 in Deposited Plan No.57622
- 10.7 "the land" means the land subject to this instrument and includes every part of "the land";
- 10.8 "time limit" means 30 months from the date of this

11. Nothing in this instrument prejudices:-

- 11.1 the entitlement of the Encumbrancee to all the powers, rights and remedies given to Encumbrancees under statute law or common law, or
- the rights of the Encumbrancee (or of any other person) to an injunction or to damages in respect of a breach of any covenant by the Owner (or a previous Owner).
- **12.** The burden of proving compliance with the covenants in this instrument lies on the Owner.
- 13. Notwithstanding anything to the contrary hereinbefore contained, the Encumbrancer SHALL NOT, 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 and for the purposes hereof a contract of Sale and Purchase entered into by the Encumbrancer with a third party Purchaser and a subsequently executed and accepted Memorandum of Transfer with both the Contract and the Transfer subject to the provisions hereof shall be complete satisfaction of the requirements under this covenant.

The Encumbrancer shall pay the costs of and incidental to the preparation, stamping and registration of this Encumbrance.

The Encumbrancer hereby covenants and agrees that notwithstanding anything to the contrary herein contained the Encumbrancee may from time to time in its absolute and unfetted discretion modify waive or release any of the covenants or stipulations expressed or implied in any Memorandum of Encumbrance or other instrument relating to any other land in the Plan of Division which created this allotment and whether the same were entered into or imposed before or at the same time as or after the date hereof and no modification or waiver or release shall release the Encumbrancer or his stipulations herein contained and Further if any covenant or stipulation of this Encumbrance shall for any reason be unlawful, void, invalid or unenforceable THEN such covenant or stipulation shall be severed here from without affecting the validity or the enforceability of the remainder AND IT IS HEREBY EXPRESSLY AGREED between the Encumbrancer and the Encumbrancee that this Encumbrance may be pleaded by the Encumbrancee by way of estoppel to any action claim or demand by the Encumbrancer and or any successors in title for damages, costs or otherwise however arising.

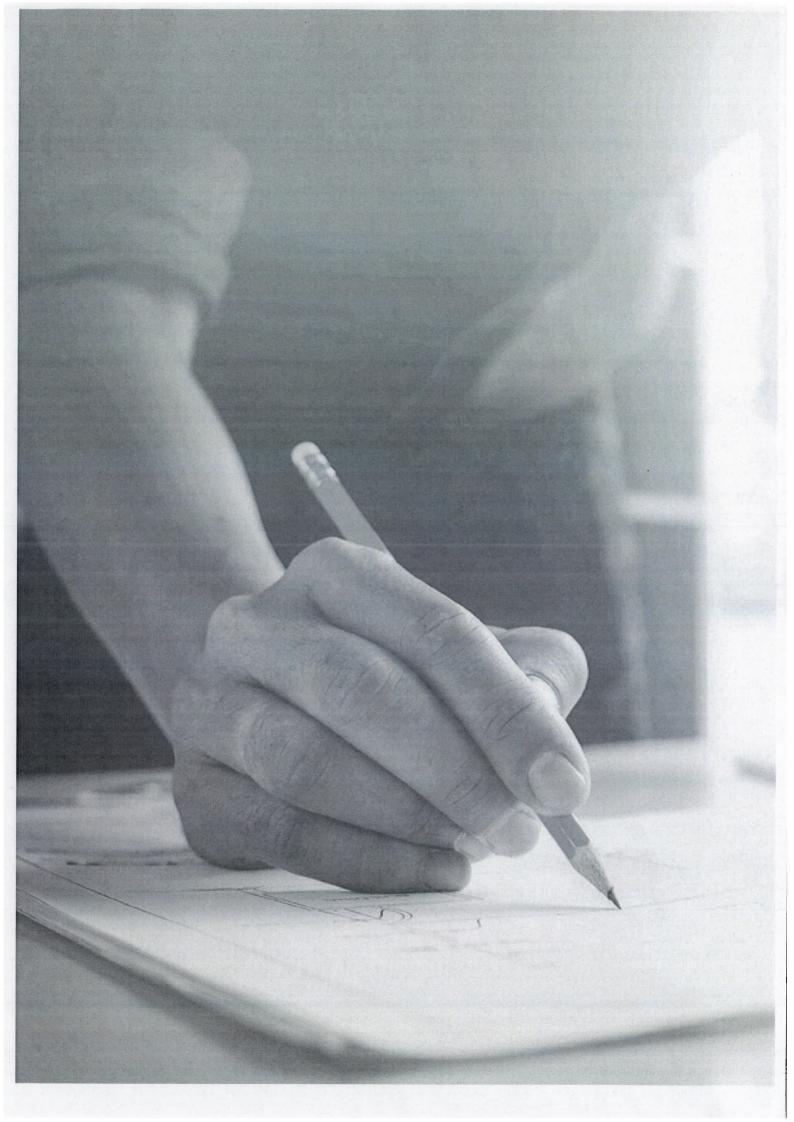
AND it is hereby acknowledged and agreed that the Encumbrancee will not be liable for any loss or damage suffered by the Encumbrancer for or on account of or in any way whatsoever arising out of or connected with any non-observance of or any failure to enforce any other provisions of this Encumbrance or of any other encumbrance and the Encumbrancer will indemnify and keep indemnified the Encumbrancee and their respective agents and servants from and against all claims for any such loss or damage.

RIVERS EDGE ESTATE

URBAN DESIGN GUIDELINES



URBAN DESIGN GUIDELINES



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URBAN DESIGN GUIDELINES

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RIVERS EDGE ANGLE VALE



INTRODUCTION.

The urban design guidelines have been prepared to encourage the creation of an attractive, high quality residential environment and will ensure development adjacent to you maintains similarly high standards to your home.

The urban design guidelines should be considered in conjunction with the Playford Council Development Plan, copies of which are available for inspection at the City of Playford or online at http://playford.sa.gov.au

All development will be subject to the provisions contained within the Playford Council Development Plan which is administered by the City of Playford. Development approval through the City of Playford, and any other approvals you may need for development are still required, separate to Encumbrance Approval.

When you purchase an allotment in Rivers Edge, an encumbrance is enforced on the title to the allotment, which requires that prior to any development on the allotment, approval must be obtained from the Encumbrance Manager who will administer the Urban Design Guidelines.

All development at Rivers Edge must conform to the urban design guidelines. This includes new homes as well as renovations to existing houses and the development of outbuildings and fixtures.

The following plans should be submitted for encumbrance approval:

- > Site Plans showing setbacks to boundaries
- > Floor Plans
- > Elevations

Applications for approval should be forwarded to:

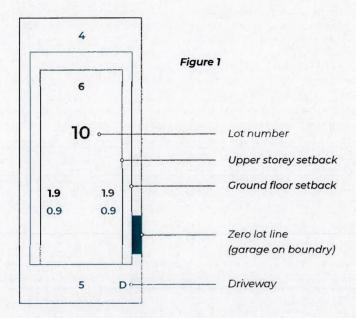
Actium Land Developments Attn: Encumbrance Manager 110-114 Grange Rd. Allenby Gardens SA 5009.

No works can begin on site unless Encumbrance Approval has been received.

The assessment of all requirements in the Urban Design Guidelines is the sole discretion of the Encumbrance Manager. The Encumbrance Manager may approve plans that do not strictly comply with these urban design guidelines if they are in the opinion that they display design merit or will meet the broader objective of these guidelines in enhancing the urban design quality of Rivers Edge.

> HOME POSITION & SITE COVERAGE

Dwellings require setbacks in accordance with the relevant Building Envelope Plan - example figure 1.



A copy of the building envelope plan for a specific allotment will be a part of your land contract, a separate copy can be obtained from the land agent or by contacting Actium Land Developments.

Dwellings on allotments less than 550 square metres in area must be a minimum area of 115 square metres (including garages, terraces etc.)

Dwellings on allotments of 550 square metres or greater must be a minimum of 130 square metres (including garage, terrace etc.)

Site coverage over 65% will only be approved if the design displays the following:

- > Adequate Private Open Space
- > Direct access from the main living area of the home to the main private open space

> CROSSOVERS

The maximum width of crossovers is 6 metres.

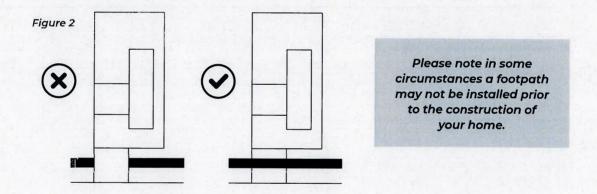
In general Rivers Edge is designed to allow vehicle access to an allotment based off the Building Envelope Plan's garage positioning. When positioning your home it is important to check your desired crossover position with the location of any obstructions such as services, light poles etc.

> DRIVEWAYS & FOOTPATHS

Plain concrete driveways and crossovers will not be permitted

Loose material driveways and crossovers will not be permitted.

When a footpath is in front of an allotment the driveway material shall not break the continuous path of the footpath material - refer figure 2.



It is strongly suggested that you confirm the location of footpaths with Actium Land Developments prior to the construction of your driveway/landscaping and allow for future footpaths if applicable (all sides of the street may not have footpaths)

Actium Land Developments reserves the right to alter driveways and landscaping if they are in the way of footpath locations.

> BUILDING MATERIALS

External walls of dwellings shall be constructed from the following range of materials:

- > Face brick
- > Cement rendered concrete or masonry
- > Stone
- > Tilt up concrete panels with painted, rendered or faced finish
- > Texture coated light weight construction materials excluding the use of infill panels above openings to the front facade

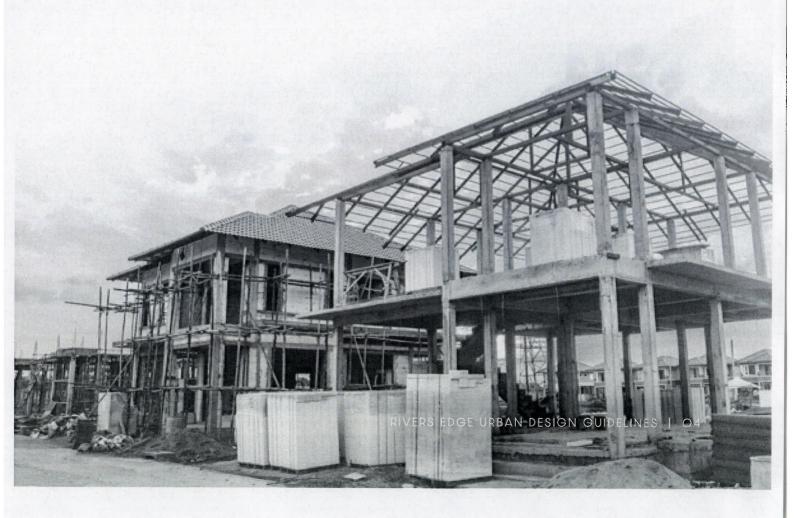
Other materials not listed above may be approved on merit that of which is the sole discretion of the encumbrance manager.

No steel posts are to be used on Porticos

No structure shall be constructed that is a kit construction or atransportable dwelling/structure on any allotment in Rivers Edge.

No caravan or similar may be used for occupation on any allotment in Rivers Edge.

No home is to be constructed on stilts.



> FACADE DESIGN

To promote architectural merit and a visually interesting streetscape homes on corner allotments and allotments facing reserves must have at least three of the following to the front facade of the home:

- > Cement render
- > Stone
- > A Portico (gutter line raised above main roof's gutter) or substantial verandah
- > Panel Lift door(s) to garage
- > Windows with architectural merit
- > Architectural details considered to contribute to the interest of the facade

Homes on corner allotments are required to have the front facade material return a minimum of 1.8 metres down the secondary street frontage of the home - refer figure 3.

Allotments with an asterisk on the Building Envelope Plan are required to have fencing start a minimum of 3 metres behind the front of the home and have one of the following:

- > A living area addressing the corner/ secondary street
- Corner verandah or other architectural feature returning down the secondary frontage
- > Significant garden bed between the street and the home

1.8

Figure 3

Homes on allotments with a frontage of 16m or less must have the following to the front facade of the home:

- Portico (gutter line raised above main roof's gutter) or substantial verandah with masonry piers
- > Panel lift doors to garage
- Minimum of two materials any piers must have the same finish for all sides of the pier

These may be substituted for other details that are considered to contribute to the architectural merit of the front facade. This is at the sole discretion of the Encumbrance Manager.

> ROOF DESIGN

ROOF

Roofs cladding is to be one of the following:

- > Colour coated metal sheet
- > Tiles

White rooves are not to be used - an off white colour is acceptable Reflective material shall not be used

ROOF PITCH

For allotments with a frontage of 16m or less - the minimum roof pitch is 25 degrees; For allotments with a frontage greater than 16 metres the minimum roof pitch is 22 degrees

Roof pitches below the above may be approved on merit at the discretion of the Encumbrance Manager.

> PRIVACY

The approach to privacy outlined in these guidelines is aimed at providing acceptable solutions for both the owners of two storey homes and providing privacy for their neighbours. The final requirements for privacy will be determined by the City of Playford.

In general:

- > Any side or rear windows to the upper floor will require fixed obscure glazing up to a height of 1700mm above the upper floor level. Any section of window above this may be clear glazed and openable
- > Any balcony to the side or rear of the home will require obscure, slatted or solid balustrade to obscure views up to 1700mm high above floor level.

Windows and balconies to the front facade of the home, or to the secondary street frontage for corner allotments will not require any treatment to obscure views.

Any corner windows to the front of the home or balconies to the front that extend significantly back in to the allotment may require treatment to obscure views. This will be assessed on a case by case basis by the encumbrance manager.

> GARAGES & CARPORTS

Each dwelling requires a garage or carport that is either under the main roof of the dwelling or, if free standing - the roof form and materials must match the dwelling.

Garages/Carports must have an enclosed frontage to the street with a roller door, panel lift door or tilt up door. All supports for the roof must be a substantial size of minimum 90x90mm posts or 90mm diameter posts. Carports are to have side walls a minimum length to cover the side of any roller door.

> SHEDS / OUTBUILDINGS

No Sheds or any other outbuilding shall be constructed from materials other than

- > Materials to match the dwelling
- > Colour coated steel

In particular zincalume, galvanised metal or other reflected material will not be used. Any steel or metal must be colour coated or painted. White sheds will not be allowed (off white colours are acceptable).

Any shed or outbuilding

- > Must be a maximum of 54 square metres with a maximum length of 9 metres in any direction.
- > Only be built on the boundary for a maximum length of 6.5 metres
- > If not built on the boundary have a minimum setback of 600mm
- > Have a maximum wall height of 3 metres
- > Have a maximum roof pitch of 25 degrees
- > When built on the boundary be colour coated metal with the same colour 'paperbark' to match fences

Water from the roof should be directed away from adjoining properties

An allotment will only have one shed or outbuilding unless it can be demonstrated that any additional structures will not affect neighbouring allotments or visually impact public spaces and that there will remain adequate private open space on the allotment. Typically these additional sheds or outbuildings will be approximately 3x2 metres floor area and 2 metres high.

No sheds or outbuildings are to be constructed in your front yard.

> STORAGE OF VEHICLES, TRAILERS ETC.

The following should not be visible from public view when stored/parked and hence should not be kept forward of your home:

- > Caravans
- > Trailers of any nature
- > Boats
- > Jet Skis
- > Large Vans
- > Buses
- > Trucks
- > Other similar recreational or commercial vehicles.

> LANDSCAPING

Purchasers must be aware that any landscaping to verges require approval from the City of Playford. It is recommended verges are planted once you occupy your home to enhance the streetscape and reduce weeds around your and your neighbour's homes.

Typically one street tree will be planted in front of each allotment and two street trees to the side of corner allotments. The amount, location and the species of street trees is guided by Council guidelines. Please keep this in mind when designing landscaped verge treatments if street trees have yet to be planted.

Landscaping should be considered that does not unreasonably affect adjacent properties through invasive root systems or overgrowth.

No rainwater tanks are allowable to the front of your home.

Rainwater tanks are to have a maximum height of 2.4 metres.

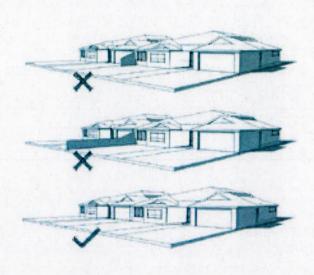
> FENCING

Fencing to the rear and sides of your home is to be 1800mm high goodneighbour colorbond fencing of paperbark or equivalent colour.

Side goodneighbour fencing must not protrude forward of the main building line of your home - which is taken from your living area wall - not porticos, verandahs etc. - refer figure 4.

For homes adjoining corner allotments it should be noted sections of 1800mm high goodneighbour fencing may be required forward of your home as it abuts the backyard of your neighbour.

It is recommended that side fencing to a secondary frontage uses thicker posts and/or posts of timber finish to create visual interest to your street. Fencing designs other than goodneighbour or equivalent fencing may be approved on secondary street frontages based on their design.



If fencing forward of your home is desired it must be of an open nature with a design matching the criteria below:

- > Metal or timber picket / tubular fence with minimum 80mm spacing between uprights. Fence height is to be a minimum of 900mm to a maximum of 1500mm.
- Masonry piers with a maximum width of 470mm and a minimum height of 1200mm and a maximum height of 1500mm, with metal or timber fencing in between with the same criteria as above. Minimum gaps between masonry piers should be 3 metres however spacing to suit driveways, gates, lot width etc. will be considered. If a plinth is desired between piers it is to be no higher than 400mm.

Any portion of metal fencing is to be colour coated as a minimum - no galvanised or reflective material. Any portion of timber fencing is to be stained or painted.

Any gates forward of the home have the same requirements as any front fencing.

> ITEMS ON YOUR ROOF

Attachments located on the roof above eave height should generally be located so as to be unobtrusive when viewed from any public street - no items are to be placed on the front roof of the home.

No solar panels are to be on the front facade of any home (including side elevations to the front of the home). Solar panels to secondary frontage (corner lots) will be assessed on merit, however are generally not approved.

Solar water heaters must not be unduly visible from any public space and should be architecturally integrated with the dwelling.

Air conditioning on the roof should be a low profile and be located below the ridge line of the roof. Any visible unit/dropper box should be coloured to match the roof and any winter covers should also be coloured a neutral colour or match the roof.

> EXCESS SOIL / SITE MANAGEMENT

Soil excavated for home construction, landscaping or for any other reason must not be placed on other allotments at any time unless written permission is received by the land owner. It is advised that you check your building contract to check who is responsible for the removal of any excess spoil.

It is the owners/homebuilders responsibility to ensure the site is well managed during construction, no excess rubbish should be on site and the owner/home builder is responsible for any damage caused during construction.

VACANT LOTS

Vacant lots must not be used for the storage of caravans, boats, containers, trucks, sheds, livestock or anything else that will negatively impact the streetscape.

Vacant lots must be kept in a condition that does not negatively impact their neighbours and the area - eg weed control.

> OBLIGATIONS

The Urban Design Guidelines form part of the encumbrance attached to the certificate of title on all allotments in Rivers Edge. All purchasers are contractually required to comply with these guidelines.

Should you have any questions Actium Land Developments or the nominated land agent can clarify details regarding these urban design guidelines.





Actium Land Developments Pty. Ltd 110-114 Grange Road, Allenby Gardens SA 5009 ABN 23 162 807 007 | RLA 278881

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actiumland.com.au



ANGLE VALE

URBAN DESIGN GUIDE

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www.riversedgeanglevale.com.au

* 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
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 certifying="" of="" party=""></name>
Registered Conveyancer
for: <name certifying="" company="" of=""></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:
Amy Verna Pearson
Registered Conveyancer
Duncan Sande & Associates
on behalf of the Encumbrancee

SERIES NO

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
PRIORIT NOTICE ID	

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

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LODGED BY			
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SUPPORTING (COPIES ON	G DOCUMENTATION LY)	LODGED WITH INSTRU	JMENT
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PREFIX