



# RIVERBANKS

## ATTACHMENT 3 Draft Encumbrance & Urban Design Guidelines

# ENCUMBRANCE

**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.

**LAND DESCRIPTION**

Allotment in DP being Portion of the Land in Certificate of Title Volume 6223 Folio 597

**ESTATE & INTEREST**

Estate in Fee Simple

**ENCUMBRANCER** (Full name and address)

**ENCUMBRANCEE** (Full name, address and mode of holding)

JOSEPH IMBROGNO and FRANK IMBROGNO both of PO Box 9037 Henley Beach SA 5022 With No Survivorship

**OPERATIVE CLAUSE**

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF

- (a) Insert the amount of the annuity or rent charge (a) One Dollar (\$1.00) per annum if and when demanded
- (b) State the term of the annuity or rent charge. (b) TO BE PAID TO THE ENCUMBRANCEE  
If for life use the words "during his or her lifetime" For a term of one hundred years
- (c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted. (c) AT THE TIMES AND IN THE MANNER FOLLOWING

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.

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

**The purpose of this encumbrance**

1. The encumbrancer on page 1 (“you”, “your”) grants this encumbrance –
  - 1.1 for the benefit of the encumbrancee on page 1 (“we”, “our”, “us”)
  - 1.2 for the benefit of each present and future owner of the land
  - 1.3 to charge the land on page 1 (“the land”) with the payment of the annuity on page 1 (“the rent charge”)
  - 1.4 for the purpose of a common building scheme for the development zone (“development zone”)
  - 1.5 with the intent that its covenants run with the land and be binding also on anyone who becomes the owner of the land after you.

**Interpreting this encumbrance**

2. In this encumbrance, unless the contrary intention appears –
  - 2.1 “the land” means all the land and any rights and easements describe above
  - 2.2 “development zone” means Allotment 201 in D120692
  - 2.3 “development” means works of any kind, including but not limited to –
    - “building works” as defined in the Building Works Contractors Act
    - the construction or alteration of any permanent or temporary structure
    - earthworks or landscaping of any kind
    - repairs, painting or improvements of any kind
  - 2.4 reference to giving access to us includes giving access to our employees, agents and contractors
  - 2.5 reference to a party includes the party’s successors and transferees (and also the party’s personal representatives if the party is a natural person)
  - 2.6 reference to any statute includes statutes which change or replace it and
  - 2.7 any word indicating the singular includes the plural and vice versa
3. If there are more than one of you then –
  - 3.1 we only have to give notices to one of you and
  - 3.2 all your obligations in this encumbrance are joint and several.

**Restrictions on the use and development of the land**

4. You must use the land only for private residential purposes

5. You must obey any development guidelines we issue from time to time relating to carrying out any development of the land

#### **Rules governing the use of the land**

6. You must obey the following rules in using or owning the land
  - 6.1 You must not subdivide the land or create any additional allotment from it without the express consent of the Encumbrancer.
  - 6.2 Transportable buildings are not permitted on the land.
  - 6.3 You must not use any caravan, tent or other shelter on the land as a place of residence.
  - 6.4 You must not make any claim against us for the cost of (or contribution to the cost of) erecting a fence between the land and any land of ours. You indemnify us against such claim.
  - 6.5 You must site your dwelling, driveway and crossover in accordance with the Building Envelope Plan as issued by the Developer from time to time.
  - 6.6 You must commence construction of a dwelling on the land within 24 months of the date of this encumbrance and have completed construction within 12 months thereafter.
7. The provisions of the Law of Property Act and the Real Property Act relating to encumbrances apply to this encumbrance.
8. The provisions referred to in the above Clause 7 include, amongst other rights and obligations –
  - 8.1 an obligation on you to keep all improvements on the land in good repair
  - 8.2 a right of ours to enter upon the land, upon giving the occupier of the dwelling house reasonable notice of our intention to do so, to inspect the state of repair of such improvements
  - 8.3 an obligation on you to pay the rent charge at the time and in the manner set out in this encumbrance

#### **Dwelling**

9. During the continuance of this encumbrance, you SHALL NOT:
  - 9.1 erect or cause to be erected any building or structure other than the one main dwelling house together with the usual domestic outbuildings ancillary to the use of such dwelling house.
  - 9.2 place any advertising or business signage on the land or in the front window or on the walls of any residential dwelling house except real estate signage associated with the sale of an established home.

- 9.3 delay or permit to be delayed the completion of the construction of the dwelling house after construction of the same has commenced.

#### **Carport/Sheds**

- 9.4 erect or cause to be erected any shed or outbuilding except that the same shall be constructed with Woodland Grey (or other such colour in the colourbond range approved by us) coloured material and be of powder coated cladding. The said buildings shall not be painted.

#### **Fencing**

- 9.5 erect or cause to be erected any fence forward of the building alignment or on the front alignment of the land (unless the land is a corner allotment and has two front alignments) in which case you may erect a fence along one of the front alignments for the purpose of enclosing a ground at the rear of the land provided that such fence does not extend within 3 m of the front alignment. You may, with our prior written approval, erect a decorative fence of not more than 1.2 m in height (made of new, non-reflective materials) at such place or places and of such design as we may from time to time determine.
- 9.6 erect or cause to be erected any fence on the land which is less than 1800 mm in height and all fencing shall be constructed of powder coated steel materials in a good neighbour modular style and shall be the colour "Woodland Grey" (in the colourbond range) on both sides.

#### **Landscaping**

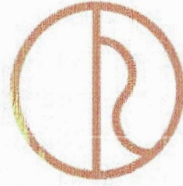
10. You shall landscape the land within a period of twelve (12) calendar months after completion of a dwelling house on the land. You shall at all times thereafter maintain, keep tidy and care for the landscaping.

#### **Parking of vehicles**

11. You must not cause or allow:
- 11.1 parking of motor vehicles on other than the driveway on the land
  - 11.2 the storage of boats, caravans, cars and/or trailers forward of the front alignment of the dwelling house.

#### **Your obligations on transferring the land**

12. If you wish to sell or otherwise transfer the land before construction of a dwelling house you must advise the proposed transferee of the remaining time (unexpired term of 24



# RIVERBANKS

## **ATTACHMENT 2** Proposed Plan of Division