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Series No.

3

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BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Registered Conveyancer

M. J. Paholski/T. J. B. Harding/E. Butchart.

Lodged by:

P. Caras
BRAP 76

AGENT CODE

Correction to: North East Conveyancers NELB 434
B27552

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

- 1.....
- 2.....
- 3.....
- 4.....

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

- 1.....
- 2.....
- 3.....
- 4.....

DELIVERY INSTRUCTIONS (Agent to complete)

PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

R-G 250505

LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR OFFICE & STAMP DUTY PURPOSES ONLY

RN 30

CORRECTION 6/8/2014.	PASSED
REGISTERED 27 AUG 2014	
 REGISTRAR-GENERAL	

DATED

4 July 2019 ✓

EXECUTION

Signature of ENCUMBRANCER - JOSHUA GENTLE GENTEL ✓

Signature of WITNESS - Signed in my presence by the ENCUMBRANCER who is either personally known to me or has satisfied me as to his or her identity.*

ANDREA MICHELLE GENTEL

Print Full Name of Witness

69 A CLIFF AVE

PT NOARLUNGA SOUTH 5167.

Address of Witness

Business Hours Telephone Number 8386 1555 ✓

MEMORANDUM OF ENCUMBRANCE**CERTIFICATE(S) OF TITLE BEING ENCUMBERED**

The whole of the land comprised in Certificate of Title Register Book

Volume 6117 Folio 99

ESTATE AND INTEREST

An estate in fee simple

ENCUMBRANCES

Nil

ENCUMBRANCER (Full Name and Address)

JOSHUA GENTEL

Of 18 Penfold Way McLaren Vale SA 5171

ENCUMBRANCEE (Full Name, Address and Mode of Holding)

TINLINS WINES PTY LTD ACN 059 421 804

of 209 Esplanade Aldinga Beach SA 5173

OPERATIVE CLAUSE

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 OR RENT CHARGE OF

(a) Insert the amount of the annuity or rent charge

(a) TEN CENTS \$0.10 (if demanded)

(b) State the term of the annuity or rent charge. If for life use the words "during his or her lifetime"

(b) TO BE PAID TO THE ENCUMBRANCEE as a yearly rent charge for a term of 999 years commencing on the date of this Encumbrance

(c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted on page 2.

(c) AT THE TIMES AND IN THE MANNER FOLLOWING on the first day of January in each year commencing on the 1st day of January following the date of this Encumbrance AND with the performance and observance of the following 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 described above
 - 2.2. "development zone" means all of the land delineated in Development No 145/D221/06
 - 2.3. "development" means work of any kind, including but not limited to –
 - A. "building works" as defined in the Building Works Contractors Act
 - B. the construction or alteration of any permanent or temporary structure
 - C. earthworks or landscaping of any kind
 - D. 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 on 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 the land
 - 6.2. Transportable buildings built in situ are considered based on its merit, architecture, size and quality. Transportable buildings should:
 - 6.2.1 reflect a standard of design and appearance which not only enhances the amenity of the development in which they are situated but also are compatible with the quality of surrounding housing in terms of their external cladding and roofing materials, conditions of the structure, treatment of building detail, and overall visual harmony;
 - 6.2.2 the base perimeter of dwellings on stumps or piers should be filled with suitable material which blends with the appearance and style of the building; and
 - 6.2.3 use verandahs, pergolas and other suitable architectural detailing to give appearance of a permanent structure.
 - 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 for contribution to the cost of) erecting a fence between the land and any land of ours. You indemnify us against such claim.
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
 - 8.4. the right of a subsequent mortgagee or encumbrancee to redeem this encumbrance
 - 8.5. a power of ours, if you default in payment of the rent charge or in observing your obligations expressed or implied in this encumbrance, to enter and take possession of the land or bring an action for recovery of the land, or to distrain the goods of the tenant or occupier of the land
 - 8.6. a right of ours to sell the land if you default in payment of the rent charge or in observing your obligations expressed or implied in this encumbrance.

Dwelling

9. During the continuance of this Encumbrance, you SHALL NOT:
 - 9.1. erect or cause to be erected on the land any dwelling unless plans showing the design, materials for external elements of the structure, walls, roofing or other such combinations of materials have received written from us. Any dwelling must have at least one (1) undercover carport or garage attached to the main dwelling or incorporated under the roofline of the main dwelling unless approved by us in writing.
 - 9.2. The Owner shall not submit plans to City of Onkaparinga without first having obtained written approval from us for the proposed development.
 - 9.3. erect or cause to be erected, a roof on the said dwelling house with a pitch of less than twenty five (25) degrees unless otherwise approved by us
 - 9.4. 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 dwelling house on the land

- 9.5. erect or cause to be erected any dwelling house other than a dwelling house of permanent structure and of masonry construction (i.e. rendered brick or coloured face brick, or light-weight materials such as rendered hebel, render or texture-coated fibre-cement, render panel, planking, or feature galvanised iron or pre-coated colourbond steel) or such other materials as shall be approved by us. The exterior and interior of the dwelling house must be constructed of new materials, and the exterior must be of non-reflective material. Neither the interior nor the exterior of the dwelling house are to be constructed of materials such as asbestos cement, fibreglass, plastic or rubber or any material of a like nature. In this clause, the term "permanent structure" shall mean a dwelling house which is permanently affixed to the land.
- 9.6. use used or second-hand materials in the construction of the dwelling house or the domestic outbuildings unless they present an architectural appearance or merit.
- 9.7. use the land other than solely for residential purposes unless you shall obtain our prior written consent and also the prior written consent of the relevant council
- 9.8. erect or permit to be erected any structure or structures which are ancillary to the use of the dwelling house as outbuildings or any improvements unless such ancillary structure shall be made of new, non-reflective, non-bright coloured materials
- 9.9. delay or permit to be delayed the completion of the construction of the dwelling house after construction of the same has commenced
- 9.10. erect any dwelling house, domestic outbuilding, garage or shed that is not connected to a storm water disposal system (including a rain water tank) which is approved by us.

Setbacks

10. Dwellings should be designed within the following parameters:

Minimum setback from primary road frontage	5.0 metres
Minimum setback from secondary road frontage	3.0 metres
Minimum setback from side boundaries (single storey)	1.0 metres
Minimum number of on site car parking spaces	2 (one of which should be covered)

Carport/Sheds / Garages / Domestic Outbuildings

- 11. Garages, carports and outbuildings should have a roof form and pitch, building materials and detailing that compliment the associated dwelling.
- 12. Garages and carports facing the street should not dominate the streetscape.
- 13. During the continuance of this Encumbrance, you SHALL NOT:
 - 13.1. erect or cause to be erected unless otherwise approved by us on the land any dwelling house which does not provide accommodation for at least one vehicle either in the form of one carport under the main roof or the dwelling house or other suitable free standing vehicle accommodation having a roof line similar in style and of the same roofing materials as that of the dwelling house
 - 13.2. erect or cause to be erected any shed, garden shed or outbuilding which shall be other than a maximum wall height of 2.4 m (from the natural ground level) and a maximum building height of 2.7 m (from natural ground level)
 - 13.3. erect or cause to be erected any shed or outbuilding except that the same shall be constructed with Colorbond "Teatree" coloured material or a colour which matches or compliments the primary dwelling and be of powder coated cladding. The said buildings shall not be painted

Fencing

14. During the continuance of this Encumbrance, you SHALL NOT:
 - 14.1. erect or cause to be erected any fence forward of the building alignment or on the front alignment of the land
 - 14.1.1 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 5.0m of the front alignment.
 - 14.2. erect or cause to be erected any fence on the land to be less than 1800 mm in height and all fencing shall be good neighbour modular style and shall be the colour Colorbond "Teatree" on both sides.

Appurtenances

15. **T.V and F.M antennae aerials** – T.V antennae should be located within the roof space. External antennae will not be permitted above eaves line level unless it is demonstrated that reception is adversely affected by this requirement.
16. **Satellite dish** – A satellite dish will only be approved if positioned where not visible from the street.
17. **Solar panels** – Must be integrated with the roof design and must not be highly visible from roadways.
18. **Clotheslines** – Must be screened from view from public areas.
19. **Letterboxes** – Design is to suit main building and located adjacent to driveway and must be completed within one month of occupation of the main dwelling.
20. **Airconditioners** – Airconditioners must be located below the eaves line and screened from public view. Evaporative airconditioners must be architecturally integrated with the roof line.
21. **Rubbish bins** – All rubbish bins/wheelie bins must be kept behind screening and fencing until the day of collection.
22. **Solar water heaters** – Solar heaters must be architecturally integrated with the dwelling.
23. **Rainwater tanks** – Rectangular design tanks are recommended. These should be colourbond, polyplastic or painted to integrate with the dwelling. Rainwater tanks must be a minimum of 1.5kl (or 1,500 litres) and must be complimentary to the main dwelling.

Commencement of construction of a dwelling

24. You must substantially commence construction of a dwelling house on the land within two (2) years (or as agreed) of the date of this Encumbrance unless we have, by written notice, allowed an extension of time in which to substantially commence construction of a dwelling house.
25. If you do not substantially commence construction of a dwelling house within the time allowed for in clause 24 above, then you must sell the land and clauses 36, 37 and 38 of this Encumbrance will apply.
26. In this clause, "substantially commence" means the pouring of a concrete footing or foundation for the construction of a dwelling house on the land.

Siting of dwellings

27. You must site any dwelling house to be constructed on the land in accordance with the building envelope plan provided to you by us or our selling agent, or as otherwise approved.
28. We will ensure that any building envelope plan, if required will be provided to you prior to the commencement of this encumbrance.

Landscaping

29. You shall within six (6) months of the completion of a dwelling house on the land, landscape the area between the front alignment of the dwelling house and the kerb alignment or pedestrian walkway fronting or bounding the land, and in the case of a corner allotment shall also landscape the area between the side alignment of the dwelling house and the kerb alignment or pedestrian walkway. You shall at all times thereafter maintain, keep tidy and care for the said landscaping.

Parking of Vehicles

30. You must not cause or allow;
- 30.1. parking of motor vehicles on other than the driveway on the land
- 30.2. the storage of boats, caravans and/or trailers forward of the front alignment of the dwelling house or anywhere else on the land so as to be visible from the street or from any other public place, except on an irregular and infrequent basis.

Hard Refuse

31. You will not deposit or keep any hard refuse on any part of the land in a position or in a manner that will be visible to any allotments adjoining the land or any road, which is abutting the land. For the purpose of this clause, "hard refuse" shall include any unroadworthy vehicle of any kind, any scrap vehicles or vehicle components, any scrap metal, any unserviceable or scrap agricultural implements or equipment and any unserviceable or scrap domestic or commercial appliances of any kind

Maintenance of the land

Until the construction of any dwelling on the land is completed, you shall regularly cut down all weeds growing on and otherwise keep and maintain the land free from rubbish and in a good, neat, clean and tidy order and condition and from and after construction of any dwelling, you shall at all times maintain and keep the land in good, neat, clean and tidy order and condition

Power of sale of the land

32. Notwithstanding s.136 of the Real Property Act, you agree that we may, if we exercise our power of sale, require the purchaser of the land to accept the sale of the land subject to an encumbrance in the same terms as this encumbrance.

Your obligations on transferring the land

33. You must not sell or transfer or otherwise dispose (or grant any legal or equitable interest in) the land except subject to this encumbrance and procuring a replacement encumbrance from the incoming purchaser to the Encumbrancee, which is to be on the same terms as this encumbrance, which replacement encumbrance must be registered on the title for the Land immediately after the transfer of the Land from the Owner to the incoming purchaser, and before any other interest in the Land is created.
34. The Owner and its successors in title will be successively released and discharged from the payment of the Rent Charge and from the observance of the covenants and other stipulations contained and implied in this encumbrance upon ceasing to be registered owner of the Land to the intent that the Rent Charge and covenants and other stipulations will be binding only upon the registered proprietor for the time being of the Land.

Waiver and assignment

35. We may, in our absolute discretion, waive compliance with any development guidelines, or with any

of the requirements of this encumbrance.

36. We may modify waive or release any of the covenants in this encumbrance. A party's action, or lack of it, on any disobedience of this encumbrance by the other does not:

36.1. affect the party's rights if the other repeats or continues the disobedience; or

36.2. disobeys this encumbrance in another way.

37. No waiver is effective unless in writing signed by our authorised officer.

Assignment by us

38. We may transfer or assign our rights under this encumbrance.

Severance of invalid clauses

39. If any clause of this encumbrance is void or unenforceable then it must be read down so that it is not void or unenforceable.

40. If it cannot be read down, it must be severed (that is, treated as if cut out).

41. The rest of this encumbrance is not affected if any clauses are read down or severed.

Payment of costs

42. The costs incidental to the preparation of this encumbrance, and the stamp duty and registration fee on it, must be paid by you.

43. You must also pay us any costs we incur as a result of any breach of this encumbrance by you or your employees, agents contractors or invitees.

How notices may be given

- 44. All notices (including approvals or demands)
 - 44.1. must be in writing
 - 44.2. must be given to the other party
 - 44.3. can be given in person
 - 44.4. can be left at the other party's address on page 1, or at the other party's last known address
 - 44.5. can be sent there by post, but they must be correctly addressed and posted
 - 44.6. can be given to you by being left at, or sent by post to, the land
 - 44.7. are, if posted, treated as given the next business day after posting
 - 44.8. may, if the party has a facsimile number, be sent by facsimile transmission to that facsimile number. In that case, the notice is treated as having been given when the sender's facsimile machine confirms that the transmission has been successfully completed
- 45. may be signed by a party, or any person that party authorises to sign it.

Sunset Clause

- 46. Our rights and obligations will cease one (1) year after we cease to be the registered proprietor of any allotment created in the Development Zone.
- 47. For the avoidance of doubt it is expressly stated that the rights and obligations of the owners of any land in the Development Zone arising under the building scheme created by this encumbrance will continue despite the provisions of clause 50.

X IT IS COVENANTED BETWEEN THE ENCUMBRANCE AND ENCUMBRANCEE in accordance with the terms and conditions expressed here in subject to such exclusions and amendments specified here in