

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 1 of 6 Sheets)

Plan: Plan of Subdivision of Lot 131 DP 1081010

Full name and address of the owner of the land: Cinneth Pty Ltd
ACN 096 356 277
c/- 29 Smith Street
CHARLESTOWN NSW 2290

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 2 wide	202 203 204 205 216 217 219	201 201, 202 201, 202, 203 201, 202, 203, 204 215 215, 216 229
2	Easement for drain water 2 and 5 wide	227	220
3	Easement for Asset Protection zone 12 wide and variable width	220, 221, 222, 223, 224, 225, 226, 227	Lake Macquarie City Council
4	Easement for Asset Protection Zone 4 and 20 wide and variable width	229	Lake Macquarie City Council
5	Restriction as to user	Every Lot except 229	Every other Lot except 229
6	Restriction as to User (F)	220,227	Lake Macquarie City Council

Part 1A

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 3 Wide (DP 1081010)	131/1081010	Lake Macquarie City Council
2	Right of Carriage Way 16.5 wide (DP 1081010)	131/1081010	Lake Macquarie City Council
3	Easement for Asset Protection zone 20 wide and variable (DP 1081010)	131/1081010	Lake Macquarie City Council

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Part 2

Terms of easement, profit a prendre, restriction, or positive covenant numbered 3 and 4 referred to in the plan:

The Authority Benefited and the registered proprietor of the Lot Burdened covenant and agree that:

- (a) the registered proprietor of the Lot Burdened will maintain the Asset Protection Zone being the subject of this easement so that the Asset Protection Zone possesses at all relevant times the following characteristics:

the inner and outer protection areas meet the specifications as outlined in "Planning for Bushfire Protection " (Rural Fire Services 2001).

The cost of such maintenance and repair shall be borne by the registered proprietor of the Lot Burdened;

- (b) the registered proprietor of the Lot Burdened is to undertake routine maintenance of the Asset Protection Zone
- (c) the registered proprietor of the Lot Burdened acknowledge that, from time to time, the local authority for the Land under the *Rural Fires Act 1997* ("**Rural Fires Act**") or the Commissioner under section 12A of the Rural Fires Act may issue notices to the registered proprietor or occupier of the Lot Burdened in respect of the Land pursuant to section 66 of the Rural Fires Act.
- (d) the Local Authority agrees that the use will be abandoned and the Easement will be released if works are undertaken within the Asset Protection Zone as part of a current Development Consent so that an Asset Protection Zone is no longer required on the Lot Burdened.
- (e) the terms of the Easement may not be varied except with the prior written agreement of the Commissioner of the New South Wales Rural Fire Service ("**RFS**") from time to time, or the successor of the RFS.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 5 referred to in the plan:

- (a) No fence will be erected on any lot burdened to divide it from any adjoining land owned by Cimneth Pty Ltd without the consent of Cimneth Pty Ltd but such consent will not be withheld if such fence is erected without expense to Cimneth Pty Ltd provided that this restriction will only apply whilst Cimneth Pty Ltd is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan, whichever is the later.
- (b) No building shall be erected or permitted to remain erected on any Lot burdened unless such a building incorporates either attached or detached covered car parking accommodation for at least one (1) vehicle and one (1) car parking space of which the surface shall be sealed. No attached or detached covered parking shall be constructed unless that structure is constructed of similar material and to a similar standard to the main building.
- (c) No building shall be erected or permitted to remain erected on any Lot burdened unless it has a driveway constructed of concrete, pavers, asphaltic concrete or similar standard materials prior to the occupancy of the building.

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- (d) No building or other structure or any part thereof shall be erected or permitted to remain on the lot hereby burdened which has been in any way constructed of used or second hand materials provided that nothing in the covenants shall preclude or prohibit the use of second hand sand stock bricks.
- (e) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (f) No structure of a temporary character, tent, shack, garage, trailer, camper, caravan or any out building shall be used at any time as a dwelling house on any lot burdened.
- (g) With the exception of vehicles used in connection with the construction of a dwelling on any lot burdened no motor vehicle or semi trailer with a load capacity exceeding two (2) tonnes will be parked or permitted to remain on any lot burdened.
- (h) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (i) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by Cimneth Pty Ltd without the prior written consent of Cimneth Pty Ltd.
- (j) Any release, variation or modification of these restrictions will be made and done in all respects at the cost and expense of the person or persons requesting the same.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 6 referred to in the plan:

- (a) No building or structure shall be erected or permitted to remain erected in the area marked (F) on the plan for any lot burdened.

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Name of person/Authority empowered to release, vary or modify the easements numbered 1 and 2 in the plan.

The registered proprietor of the lot benefited with the concurrence of Lake Macquarie City Council

Name of person/Authority empowered to release, vary or modify the easement or restriction numbered 3, 4 and 6 in the plan.

Lake Macquarie City Council

Name of person/Authority empowered to release, vary or modify restriction numbered 5 in the plan.

Cimneth Pty Ltd and if Cimneth Pty Ltd no longer exists or is not the Registered Proprietor of any of the land comprised in the Plan of Subdivision then the person or persons for the time being registered as the proprietor of the Land in the Plan of Subdivision having the benefit of or having common boundaries with the land requesting such release or variation of the restriction.

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Executed by Cimneth Pty Ltd by its)
Authorised officer pursuant to Section)
127 of the Corporations Act 2001)

Signature

Kenneth Michael Hill
Sole Director / Secretary

The Common Seal of **Metway Bank**)
Limited A.C.N. 010 831 722)
was hereunto affixed in accordance)
with the Articles of Association in)
the presence of:)
)

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Executed by Lake Macquarie City)
Council by its authorised officer)
)

Signature

Name (block letters)

Office

Signature

Name (block letters)

Office