

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Sections 88B of the Conveyancing Act, 1919.

(Sheet 1 of 12 sheets)

Plan: **DP1303379**

PLAN OF SUBDIVISION OF LOT 1 DP537313
 covered by Subdivision Certificate SC/2024/23
 Dated 28 June 2024

**Full name and address
 of the owners of the land:**

NEWPRO 20 PTY LTD
(ACN 639 377 987)
 Shop 3, 239-247 Pacific Highway
 North Sydney
 NSW 2060

PART 1 - CREATION

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:	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Positive covenant	161	Maitland City Council
2	Restriction on the use of land	101 to 161 inclusive	Every other lot except 100
3	Restriction on the use of land	101 to 161 inclusive	Every other lot except 100
4	Easement to drain water 1.5 wide (AA)	106 107 108 109 110 111 100 135 134 132 144 143 142 141 140 139 138	105 105 to 106 inclusive 105 to 107 inclusive 105 to 108 inclusive 105 to 109 inclusive 105 to 110 inclusive 136, part 100 (BAAA), 135, 134, Part 100 (BAAD) 136, part 100 (BAAA) 136, part 100 (BAAA), 135 136, part 100 (BAAA), 135, 134, part 100 (BAAB) Part 100 (BAAC) Part 100 (BAAC), 144 Part 100 (BAAC), 144 to 143 inclusive Part 100 (BAAC), 144 to 142 inclusive Part 100 (BAAC), 144 to 141 inclusive Part 100 (BAAC), 144 to 140 inclusive Part 100 (BAAC), 144 to 139 inclusive

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		137	Part 100 (BAAC), 144 to 138 inclusive
		154, 153	Part 100 (BAAD)
		155 156	Part 100 (BAAE) Part 100 (BAAE), 155
5	Easement to drain water variable width (AB)	100	Maitland City Council
6	Right of access 17 & 21 wide (AC)	100	Maitland City Council
7	Easement for signage 2 wide (AD)	101	Part 100 designated (BAD)
8	Easement for electricity & other purposes 2.05 wide (AE)	113 & 114	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

PART 2 – TERMS

1. Terms of the easement, profit a prendre, restriction, or positive covenant firstly referred to in the abovementioned plan:

Dwelling Lot Adjoining Stormwater Basin and fronting Lochinvar Creek

- 1.1 The proprietor of the lot burdened acknowledges that it is to comply with the following requirements required by Maitland City Council DA/2020/1248:
- Any fencing erected within a watercourse, to the limit of the 1% AEP flood level, shall be of post and wire/rail construction.
 - A building envelope shall be of at least 250m² (with a minimum width of 12m) at 0.5m above the 1% AEP. All future structures and setbacks are required to be wholly located within the building envelope.
 - The vegetation within the land zoned E3 Environmental management shall be managed with the approved vegetation management plan.

Any release, variation or modification of this positive covenant will be made and done in all



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respects at the cost and expense of the person or persons requesting same.
The name of the person having the power to release, vary or modify this positive covenant is Maitland City Council.

2. Terms of the easement, profit a prendre, restriction, or positive covenant secondly referred to in the abovementioned plan:

Dwelling Houses

- 2.1 No dwelling house may be erected or permitted to remain erect on any lot burdened having a total internal floor area of less than 150m² exclusive of car accommodation, external landings and patios.
- 2.2 All lots must comply with the building specifications and standards contained within the vendors design guidelines from time to time.
- 2.3 No driveway shall be constructed on the lot burdened unless such driveway is constructed of materials and is of a colour which complies with the Vendor Design Guidelines from time to time.
- 2.4 No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
- 2.5 No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of the Vendors having been given to the registered proprietor of the lot burdened. The required approval may be given or withheld at the absolute discretion of the Vendors BUT nothing in this restriction shall prevent the proprietor of any other lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the dwelling on the relevant lot burdened is for sale IF:
 - a) Any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
 - b) Any such sign is painted and /or decorated in its entirety by a professional signwriter
- 2.6 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof other than tiles (terracotta or cement) or non-reflective Colorbond. Untreated Zinalume is prohibited.
- 2.7 No existing dwelling house or relocatable type dwelling or existing shed or relocatable type shed shall be partially or wholly moved to, placed on, re-erected, or permitted to remain on any lot burdened.
- 2.8 No ancillary buildings (if any) are to be used for residential accommodation.



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- 2.9 No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened:
- a) Unless the lot burdened is maintained in clean and tidy condition as is practicable having regard to the nature of the construction on the lot burdened.
 - b) Unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less than once every four weeks.
- 2.10 No clothesline shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothesline where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/ or places.
- 2.11 No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:
- a) Not visible from any public road and/or place; or
 - b) Is screened from any public road and/or place in a manner approved by the Vendor
- 2.12 No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
- 2.13 No television mast and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
- 2.14 No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless it complies with the requirements of Vendors Design Guidelines from time to time.



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Ancillary Buildings

- 2.16 No building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless:
- a) It is situated at the rear of the house; and
 - b) It is not more than one structure (and only one outbuilding is permitted to be constructed upon the lot) and;
 - c) It is less than 4 metres in height.
 - d) It is not habitable
 - e) It is not erected prior to achieving final occupation certificate for the main dwelling.

Fencing of common boundaries

- 2.17 No fence shall be erected or permitted to remain between the building line, as fixed by Maitland City Council and the adjoining public road that exceeds 1,200mm in height except on a corner lot where a fence 1,800mm in height is permitted up to and on the boundary of one of the public road frontages.
- 2.18 No fence shall be erected or permitted to remain on any boundary of the lot burdened with a painted or coated surface unless the painted or coated surface is a painted in the colour type 'woodland grey'.
- 2.19 No fence shall be erected on a lot burdened unless it is erected without expense to NEWPRO 20 PTY LTD, its successors and permitted assigns other than purchasers on sale.

Prohibited activities

- 2.20 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried on any lot burdened.
- 2.21 No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan or any other building may be used at any time as residential accommodation on the lot burdened.
- 2.22 No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.
- 2.23 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5



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tonnes shall be parked or permitted to remain on any lot burdened unless the same is being used in connection with the erection of a dwelling on the relevant lot burdened any only prior to occupation of the dwelling.

- 2.24 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked stored or permitted to remain on any lot burdened unless the same is located behind at the rear of the dwelling house erected on the lot burdened.
- 2.25 No shipping container may be placed, parked, stored or permitted to remain on any lot burdened.
- 2.26 No Livestock shall be permitted to remain on the lot burdened.

Acknowledgement of Covenants

- 2.27 The proprietor of a burdened lot acknowledged that prior to purchasing the subject lot they have made their own enquiries about the nature and effect of these covenants.
- 2.28 The proprietor of a burdened lot acknowledges that the burden of the covenants in this instrument run with the lot for the benefit of each other proprietor of a lot in a subdivision, excluding land which is not residential, and shall be enforceable against the proprietor of each and every lot from time to time so burdened.
- 2.29 The proprietor of each lot acknowledges that the covenants are separate from each other and if any covenant is declared invalid or unenforceable then the remaining restrictive covenants will not be affected, and each remaining covenant will be valid and enforceable to the full extent permitted by law.

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 same.

The name of the person having the power to release, vary or modify this restriction on the use of land is NEWPRO 20 PTY LTD and is NEWPRO 20 PTY LTD no longer exists or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

3. Terms of the easement, profit a prendre, restriction, or positive covenant thirdly referred to in the abovementioned plan:

Further Subdivision

- 3.1 For the purposes of this clause:
 - a) "application" includes a development application and an application for a



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complying development certificate (as defined in the Environmental Planning and Assessment Act 1979); and

- b) "relevant approval body" includes the consent authority and an accredited certifier (as defined in the Environmental Planning and Assessment Act 1979).
- 3.2 Not more than one main residential dwelling shall be erected on any lot burdened with exception of corner lots (other than with frontage to Windermere Road) that comply the requirements of the Maitland City Council Local Environmental plan for dual occupancy and subdivision and such dual occupancy subdivision must have garaging and driveways erected on opposing street frontage (dual driveways to a street frontage are prohibited).
- 3.3 Without limiting subclause 3.2 above, the owner of the burdened lot must not make any application, or consent to an application being made on its behalf, requesting consent from the relevant approval body to construct more than one residential dwelling on the burdened lot.
- 3.4 The burdened lot must not be further subdivided.
- 3.5 Without limiting subclause 3.4 above, the owner of the burdened lot must not make any application, or consent to an application being made on its behalf, requesting consent from the relevant approval body to subdivide the burdened lot.

The name of the person having the power to release, vary or modify this restriction on the use of land is NEWPRO 20 PTY LTD and if NEWPRO 20 PTY LTD no longer exists or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction.

4. Terms of the easement, profit a prendre, restriction, or positive covenant seventhly referred to in the abovementioned plan:

- 4.1 Full and free right for NEWPRO 20 PTY LTD and its employees, assigns and agents to have an entrance feature erected within the easement and enter upon the land so designated to undertake repairs, maintenance and like services for the continued maintenance of the entrance feature.
- 4.2 Except for the entrance feature at the date of registration of this instrument, no fence, landscaping or structure of any kind may be erected within the area designated (AD) on the plan without the written permission of NEWPRO 20 PTY LTD.



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

An easement is created on the terms and conditions set out in memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of authority empowered to release, vary, or modify the easement numbered 8 in the plan:

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385



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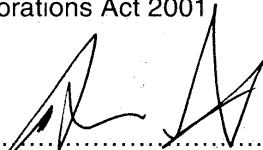
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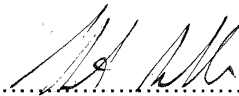
EXECUTED by:

NEWPRO 20 PTY LTD)
(ACN 639 377 987))
in accordance with Section 127 of the)
Corporations Act 2001)


.....
Signature

NEIL OWEN SMITH
.....
Name (BLOCK LETTERS)

Director
.....
Position (BLOCK LETTERS)


.....
Signature

STEWART NETTLETON
.....
Name (BLOCK LETTERS)

DIRECTOR
.....
Position (BLOCK LETTERS)

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EXECUTED by:

NATIONAL AUSTRALIA BANK LIMITED

Mortgagee under Mortgage No. AS218574
Signed at Sydney this 24th day of April
2024 for National Australia Bank Limited ABN 12 004 044 937
by [Signature] its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level II Attorney John Garner
Witness Signature [Signature]
Witness Name DANIEL CARR
Witness Address 2 CARRINGTON ST SYDNEY NSW 2000

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Certified correct for the purposes of the Real Property Act 1900 by the Prescribed Authority's attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for

ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044, ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023, ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032, ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078 and Blue Asset Partner Pty Ltd ACN 615 217 493

on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered Book 4789 No. 978

sign here 

sign here 

Attorney
Electronic signature affixed by me or at my direction on the date below

Attorney
Electronic signature affixed by me or at my direction on the date below

print name **William Close**

print name **Bill Hannan**

Date electronic signature affixed **30/11/23**

Date electronic signature affixed **4/12/23**

I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]

I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]





Signature of Witness

Signature of Witness

print name **Lisa Wartens**

print name **Lisa Wartens**

print address **24 Campbell St, Sydney**

print address **24 Campbell St, Sydney**

Date electronic signature affixed **30/11/23**

Date electronic signature affixed **4/12/23**

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documents.

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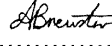
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EXECUTED by:

MAITLAND CITY COUNCIL by its)
authorised delegate pursuant to s.377)
Local Government Act 1993)

I certify that I am an eligible witness
and that the delegate signed
in my presence


.....
Signature of delegate


.....
Signature of Witness

.....
SCOTT PAGE
.....
Name of delegate (BLOCK LETTERS)

.....
ASHLEY BREWSTER
.....
Name of Witness (BLOCK LETTERS)

AUTHORISED OFFICER
Electronic signature of me, Scott Page affixed by me or at my direction
on 28 June 2024

.....
263 HIGH STREET MAITLAND
.....
Address of Witness (BLOCK LETTERS)

AUTHORISED WITNESS
Electronic signature of me, Ashley Brewster affixed by me or at my
direction on 28 June 2024