

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 19 sheets)

Plan: **DP1280557**

PLAN OF SUBDIVISION OF LOT 5 DP514629 &
 EASEMENTS WITHIN LOT 2 DP1209700, LOT 238
 DP1270567 & LOT 1101 DP1286188
 covered by Subdivision Certificate SC/2024/33
 dated 9 JULY 2024

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

TOMHIL DEVELOPMENTS PTY LTD (ACN 627 386 501)
RAVENSFIELD DOWNS PTY LTD (ACN 104 067 398)
BRADHIL PTY LTD (ACN 609 002 904)
THERESE SMITH
 1 Hartley Drive
 Thornton NSW 2322

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	Easement to drain water 1.5 wide (A)	215 216 217 220 211 212 200 228 227 226 225 224 223 237 239	214 214, 215 214, 215, 216 221 221, 220 221, 220, 211 219 Part 200 (BA) Part 200 (BA), 228 Part 200 (BA), 228, 227 Part 200 (BA), 228, 227, 226 Part 200 (BA), 228, 227, 226, 225 Part 200 (BA), 228, 227, 226, 225, 224 236 236, 237
2	Easement for electricity & other purposes 2.05 wide (B)	229	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
3	Restriction on the use of land	201 to 217 inclusive, 219 to 240 inclusive	Every other lot except lots 200 & 218


 Initials

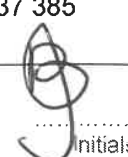
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4	Easement for support 0.9 wide (C)	204	Part 200 (BCB), 228
		205	228, 227
		206	226
		207	225
		208	224, 223, 210
		209	210
		210	223
212	211		
5	Easement for electricity & other purposes 15 wide (D)	1101/1286188	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
6	Easement for electricity & other purposes 2 wide (E)	200 & 1101/1286188	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
7	Easement for electricity & other purposes 15 wide (F)	238/1270567	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
8	Easement for electricity & other purposes 2 wide (G)	238/1270567	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
9	Easement for electricity & other purposes 2 wide (H)	238/1270567	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
10	Easement for electricity & other purposes 15 wide & variable (J)	238/1270567	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385



 initials

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11	Easement for electricity & other purposes variable width (K)	238/1270567	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
12	Restriction on the use of land (L)	Part 229 & Part 230 (L)	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
13	Restriction on the use of land (M)	Part 229 & Part 230 (M)	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
14	Easement for electricity purposes 1 wide (N)	2/1209700	1/1209700
15	Right of access 5.5, 7 wide & variable (P)	200	Maitland City Council


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PART 2 – TERMS

1. Name of the person or authority empowered to release, vary or modify the easement to drain water firstly referred to in the abovementioned plan:

The owners of the lots burdened and benefited, only with the consent of Maitland City Council.

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

An easement is created on the terms and conditions set out in memorandum registered 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 secondly referred to in the plan:

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

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

Dwelling Houses

- 3.1 No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 120 m² exclusive of car accommodation, external landings and patios.
- 3.2 No dwelling house shall be erected or permitted to remain erected on a lot burdened with external walls of other than face brick, brick veneer, stone, glass, timber or concrete treated with painted texture render.
- 3.3 No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colorbond. Untreated zincalume is prohibited.
- 3.4 Not more than one main residential dwelling shall be erected on any lot burdened provided that dual occupancy of a residential dwelling on a lot burdened may be permitted provided: -
- (a) The dual occupancy is an attached dual occupancy;


initials

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(Sheet 5 of 19 sheets)

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- (b) Each part of the dual occupancy has an internal floor area of not less than 100 m² exclusive of car accommodation, external landings and patios;
 - (c) The building otherwise complies with the covenants herein.
- 3.5 No existing dwelling house or relocatable type dwelling shall be partially or wholly moved to, placed on, re-erected or permitted to remain on any lot burdened.

Ancillary Buildings

- 3.6 No ancillary building, not being the main dwelling house, shall be erected or permitted to remain on a lot burdened unless: -
- (a) It is situate no closer to the street frontage than the dwelling house;
 - (b) It has external walls constructed of materials permitted for the external walls of the dwelling house;
 - (c) It has a roof constructed of materials permitted for the dwelling house;
 - (d) It has an internal floor area of less than 40m²;
- (An ancillary building does not include lawn lockers, pergolas, greenhouses, cubby houses or other utility type structures.)

Fencing of Common Boundaries

- 3.7 No fence shall be erected or permitted to remain on the boundary of a lot burdened if the same: -
- (a) Is erected on the front boundary;
 - (b) Is erected between the building line, as fixed by the Maitland City Council, and any adjoining public road that exceeds 1,200 mm in height. This restriction shall not prevent or preclude the fencing of boundaries of a lot common with a pathway or public reserve up to 1,800 mm in height;
 - (c) Is constructed on a boundary behind the building line as fixed by the Maitland City Council that exceeds 1,800 mm in height.
- 3.8 No fence shall be erected on a lot burdened unless it is erected without expense to TOMHIL DEVELOPMENTS PTY LTD, its successors and permitted assigns other than Purchasers on sale.


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- 3.9 No fence shall be erected on a lot burdened unless it is constructed of dark-toned, non-reflective material.

Prohibited Activities

- 3.10 No obnoxious, noisy or offensive occupation, trade or business shall be conducted or carried out on any lot burdened.
- 3.11 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.
- 3.12 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.
- 3.13 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 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 and only prior to occupation of the dwelling.
- 3.14 No boat, trailer, caravan, camper or other vehicle intended to be towed may be placed, parked, stored or permitted to remain on the lot burdened unless same is located behind the dwelling house erected on the lot burdened.
- 3.15 No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one year from the date of transfer by TOMHIL DEVELOPMENTS PTY LTD without the prior written consent of TOMHIL DEVELOPMENTS PTY LTD.

Acknowledgment of Covenants

- 3.16 The proprietor of a burdened lot acknowledges that prior to purchasing the subject lot they have made their own inquiries about the nature and effect of these covenants.
- 3.17 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.
- 3.18 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


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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 as to User is TOMHIL DEVELOPMENTS PTY LTD and if TOMHIL DEVELOPMENTS PTY LTD no longer exist 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 fourthly referred to in the abovementioned plan:

- 4.1 In this easement retaining Wall means the retaining wall located on the lot benefited and includes its footings.
- 4.2 The owner of the lot burdened grants to the owner of the lot benefited a right of support over that part of the lot burdened containing the site of this easement for the purpose of supporting the retaining wall.
- 4.3 The owner of the lot benefited:
- i. must keep the Retaining Wall in good repair and safe condition; and
 - ii. may do anything reasonably necessary for that purpose including:
 - entering the lot burdened;
 - taking anything onto the lot burdened; and
 - carrying out all work.
- 4.4 The owner of the lot burdened must not do anything which will detract from the sustainability of the support provided by the Retaining Wall.
- 4.5 The owner of the lot benefited, in exercising its rights under this easement must:
- i. ensure all work is done properly;
 - ii. cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - iii. restore the lot burdened as nearly as practicable to its former condition; and
 - iv. make good any collateral damage.
- 4.6 Except where urgent work is required, the owner of the lot benefited must give the owner of the lot burdened reasonable notice of their intention to enter the lot burdened.


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Name of person or authority empowered to release, vary or modify the easement, profit a prendre, restriction, or positive covenant fourthly referred to in the abovementioned plan:

The owners of the lots benefited but only with the consent of Maitland City Council.

- 5. Terms of the easement, profit a prendre, restriction, or positive covenant fifthly, sixthly, seventhly, eighthly, ninthly, tenthly, eleventhly referred to in the abovementioned plan:**

An easement is created on the terms and conditions set out in memorandum registered 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 easements fifthly, sixthly, seventhly, eighthly, ninthly, tenthly, eleventhly referred to in the plan:

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

- 6. Terms of the easement, profit a prendre, restriction, or positive covenant twelfthly referred to in the abovementioned plan:**

6.1 Definitions

- a) **120/120/120 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- b) **ADMHC** means Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 and includes any lessee of ADMHC's transmission and distribution systems, and any nominee of any lessee (which may include a sublessee of ADMHC's transmission and distribution systems from that lessee), which may exercise the rights and perform the obligations of ADMHC as if that lessee or nominee were ADMHC, but only for so long as the lessee leases Ausgrid's transmission and distribution systems from ADMHC.
- c) **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- d) **erect** includes construct, install, build and maintain.
- e) **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.


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- 6.2 No building shall be erected or permitted to remain erected within the restriction site unless:
- a) the external surface of any building on the lot burdened has a 120/120/120 fire rating achieved without the use of fire-fighting systems such as automatic sprinklers;
 - b) windows or glass surfaces irrespective of their fire rating must not be erected within 3 meters in any direction from the kiosk substation on the lot burdened unless they are sheltered by a non-ignitable blast resistant barrier;

The owner of the lot burdened provides ADMHC or the authority benefited from time to time with an engineer's certificate certifying compliance with 6.2(a) and 6.2(b) above.

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

7.1 Definitions

- a) **Building Ducted Ventilation System openings** means the building ventilation system air intake and exhaust duct openings, irrespective of whether the building ducted ventilation system is mechanical or natural, and irrespective of whether or not fire dampers are installed in the ducts.
- b) **ADMHC** means Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 and includes any lessee of ADMHC's transmission and distribution systems, and any nominee of any lessee (which may include a sublessee of ADMHC's transmission and distribution systems from that lessee), which may exercise the rights and perform the obligations of ADMHC as if that lessee or nominee were ADMHC, but only for so long as the lessee leases Ausgrid's transmission and distribution systems from ADMHC.
- c) **Building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- d) **Erect** includes construct, install, build and maintain.
- e) **Restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

7.2 No Building shall be erected or permitted to remain on the lot burdened unless:

- a) the Building Ducted Ventilation System Openings are erected more than 6 metres in any direction from the kiosk substation on the lot burdened;


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Initials

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- b) the owner of the lot burdened provides ADMHC with an engineer's certificate to this effect.

Name of authority empowered to release, vary, or modify the restrictions on the use of land twelfthly and thirteenthly referred to in the plan:

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385


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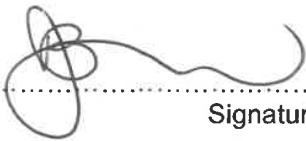
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Executed by:

TOMHIL DEVELOPMENTS PTY LTD)
(ACN 627 386 501))
in accordance with Section 127 of the)
Corporations Act)



Signature

BRADLEY EVERETT

Name

DIRECTOR

Position



Signature

HILTON ROSS GRUEON

Name

DIRECTOR

Position



Initials

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Executed by:

NATIONAL AUSTRALIA BANK LIMITED

Mortgagee under Mortgage No. AP9222
Signed at EAST MITTLAND this 9 day of JULY
2024 for National Australia Bank Limited ABN 12 004 044 937
by SHANE HINDLE its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 2 Attorney [Signature]
Witness Signature [Signature]
Witness Name C.A. Good
Witness Address 1/A Molly Magon Dr East Mitchell NSW 2323

[Signature]
Initials

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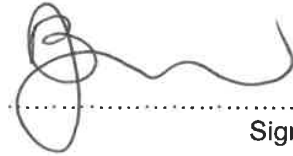
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Executed by:

RAVENSFIELD DOWNS PTY LTD)
(ACN 104 067 398))
in accordance with Section 127 of the)
Corporations Act)



Signature

BRADLEY ELOPERT

Name

DIRECTOR

Position



Signature

Geoffrey William O'Shea

Name

DIRECTOR

Position



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Executed by:

RAVENSFIELD DEVELOPMENTS PTY LTD)
(ACN 168 955 155))
in accordance with Section 127 of the)
Corporations Act)



Signature

BRADNEY EVERETT

Name

DIRECTOR

Position



Signature

GREG FARRAW

Name

DIRECTOR

Position



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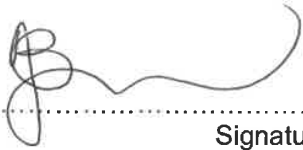
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Executed by:

BRADHIL PTY LTD)
(ACN 609 002 904))
in accordance with Section 127 of the)
Corporations Act)


.....
Signature

BRADLEY EVERETT
.....
Name

DIRECTOR
.....
Position


.....
Signature

Geoffrey William O'Shea
.....
Name

DIRECTOR
.....
Position


.....
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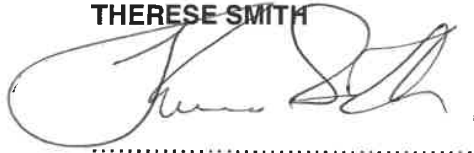
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Executed by:

THERESE SMITH



.....
Signature

Signed in my presence by THERESE SMITH
who is personally known to me.



.....
Signature of Witness

MICHAEL BUDZON

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

1 Balbu Close, Beresfield, NSW 2322

.....
Address of Witness (BLOCK LETTERS)


.....
Initials

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Executed by:

MAITLAND MUTUAL BUILDING SOCIETY LIMITED

MAITLAND MUTUAL LIMITED

ACN 087 651 983 BY ITS ATTORNEY

(name) KIERAN QUIGLEY

(position) CREDIT OPERATIONS MANAGER

PURSUANT TO POWER OF ATTORNEY

REGISTERED BOOK 4825 NO 157

(signed) 

(witness) ZAC BAYLIS

(Address) 6 MITCHELL DRIVE EAST MAITLAND NSW 2323

(signed) 


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PLAN OF SUBDIVISION OF LOT 5 DP514629 & EASEMENTS WITHIN LOT 2 DP1209700, LOT 238 DP1270567 & LOT 1101 DP1286188 covered by Subdivision Certificate SC/2024/33 dated 9 JULY 2024

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 4811 no. 888

sign here ► 

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

sign here ► 

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

print name William Close
Date electronic signature affixed 21 March 2024

print name Nicholas Convery
Date electronic signature affixed 22 March 2024

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 Rachael Tiplady

print name Rachael Tiplady

print address 24 Campbell Street, Sydney

print address 24 Campbell Street, Sydney

Date electronic signature affixed 21 March 2024

Date electronic signature affixed 22 March 2024

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

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 19 of 19 sheets)

Plan: **DP1280557**

PLAN OF SUBDIVISION OF LOT 5 DP514629 &
EASEMENTS WITHIN LOT 2 DP1209700, LOT 238
DP1270567 & LOT 1101 DP1286188
covered by Subdivision Certificate SC/2024/33
dated 9 JULY 2024

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

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)
)
)

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



Signature of delegate



Signature of witness

SCOTT PAGE

Name of delegate (BLOCK LETTERS)

AUTHORISED OFFICER
Electronic signature of me, Scott Page affixed
by me or at my direction on 9 July 2024

ASHLEY BREWSTER

Name of witness

263 HIGH STREET MAITLAND

Address of witness

AUTHORISED WITNESS
Electronic signature of me, Ashley Brewster
affixed by me or at my direction on 9 July 2024

REGISTERED:



11/07/2024

Initials