HORNSBY SHIRE COUNCIL . . . .

. Advanted Shire Clerk.

INSTRUMENT SETTING OUT TERMS OF EASIMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED FURSIANT TO SECTION 688 OF THE CONTEXPACING ACT, 1919 (Sheet 11 of 12 Sheets)

Lengths are in metres

DP776652

Subdivision of Lot 5 in Deposited Plan covered by Council Clerk's Certificate No. 8948 dated 3,6,1988

<u>a</u> while it is the owner of any lot in the abovementioned plan to permit Lanlex of promoting the sale of the said land; and to be upon the burdened lot by its servants and agents for the purposes authorised by it to erect and display advertising signs and other material 29 Pty. Limited its successors and nominated assigns and persons

Association Incorporated. with the express continuing penmission of Settlers Green Homeowners

The above restriction as to user may be released varied or modified by Settlers Green Homeowners Association Incorporated.

Terms of Easement for Water Supply Works ninthly referred to in the abovementioned

are hereinbefore transferred to the Board THE PROPRIETOR DOTH HEREBY COVENNINT with vested in or granted to the Board  $\overline{\text{AND}}$  in relation to such easement and rights as rights powers and authorities hereby or by virtue of the said Act conferred on or to any person for any damage sustained by him through the exercise of any of the Sewerage and Drainage Act, 1924 (as amended) without liability to pay compensation conferred on or vested in the Board under and by virtue of the Metropolitan Water and upon the land hereby burdened any of the rights powers and and things as the Board shall think fit AND generally to exercise and perform in and place thereon and remove therefrom any such materials implements tools articles excavations shafts and cuttings in and through the land hereby burdened and bring pass and repass upon along and over the land hereby burdened and make and sink the land hereby burdened AND for any of the purposes aforesaid to enter go return support at all times of all such works as shall for the time being be in or upon such works and substitute in lieu thereof any new works AND with the right of may be required and to use such works for water supply purposes and to take up any are included in the tenm "works" wherever hereinafter appearing) as in its opinion reticulating and other works with fittings and appurtenances thereto (all of which surface thereof as the Board shall think fit such pipelines mains distributory use in and through the land hereby burdened at such depths or levels below the control examine supervise manage relay renew cleanse repair maintain operate and hereafter by its officers servants workmen and agents to construct lay down make created (hereinafter called "the Board") from time to time and at all times WITH full and free right and liberty for the body in whose favour this easement is An easement or right to use for the construction and maintenance of water supply works the surface and the subsoil or the under-surface of the land hereby burdened

\$8.8.1988 REGISTERED

INSTRUMENT SETTING OUT THEMS OF EASIMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CHEATED FURSIANT TO SECTION 888 OF THE CONVEYANCING ACT, 1919

(Sheet 12 of 12 Sheets)

DP776658

Subdivision of Lot 5 in Deposited Plan covered by Council Clerk's Certificate No. 8948 dated 3.6.1988

- be placed or remain thereon any timber or any article of plant or any stores THAI the proprietor will not place upon the land hereby burdened or allow to filled rubbish or other material whatsoever and
- risk of and responsibility in connection with damage to any building or other other structure whatever and that the proprietor will at all times bear all burdened or allow to be erected constructed or placed thereon any building or THAT the proprietor will not erect construct or place upon the land hereby structure for the time being in existence upon the land hereby burdened and

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compliance with such conditions as the Board may impose THAT the proprietor will not without the prior consent and approval in writing of the Board first had and obtained or otherwise than in strict

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- make or allow to be made any alteration to the existing surface levels of the land hereby burdened by any means whatsoever, or
- placed thereon temporarily so that they may be removed when necessary remain thereon any vehicle whatsoever other than vehicles parked or park or place upon the land hereby burdened or allow to be parked or without undue delay.

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conditions as the Board may impose a concrete or bituminous accessway THAT the proprietor will provide and maintain in strict compliance with burdened such accessway to be constructed adjacent to but not over the works. suitable for use by motor vehicles along the full length of the land hereby such

abovementioned plan is The Metropolitan Water Sewerage & Drainage Board. Name of Body empowered to release vary or modify the restriction firstly referred to in

The Common Seal of

LANLEX NO. 29

resolution of the Directors in the PIY. LIMITED was hereunto affixed by

Shire Clerk
Hornsby Shire Council

Director STATE BUIL Tehn. PIY. LIMITED LANLEX No. 29 Common 20.01 LIMITED B REGISTERED

Registrar General this day record of a document in the custody of the This negative is a photograph made as a permanent 9th August, 1988

INSTRUMENT SETTING OUT TERMS OF EASIMENTS AND RESTRUCTIONS AS TO USER INTENDED TO BE CREATED KIRSTANT TO SECTION 88B OF THE CONVEXANCING ACT, 1919

(Sheet 9 of 12 Sheets)

Lengths are in metres

DP776652

Subdivision of Lot 5 in Deposited Plan covered by Council Clerk's Certificate No. 8948 dated 3.6.198 8

proceedings have been taken during that time to enforce the provisions of

- <u>@</u> No part of any burdened lot which comprises a dwelling shall, except to the burdened land and for the sale, lease or other disposition by it or them of nominated assigns of an office or other facilities for construction upon the maintenance and operation by Lanlex No. 29 Pty. Limited its successors and Green Homeowners Association Incorporated. This clause shall not prevent the Homeowners Association Incorporated shall not be withheld where the Green Homeowners Association Incorporated. otherwise than as a residence and then only with the consent of Settlers proprietor of the servient tenement is a financial member of the Settlers extent necessary to enable lawful building activity, be used or occupied The consent of Settlers Green
- (e) No fence shall be erected on each lot burdened to divide it from nominated assigns but such consent shall not be withheld if such fence is assigns is the registered proprietor of any land in the abovementioned plan. during such time as Lanlex No. 29 Pty. Limited its successors or nominated nominated assigns provided that this restriction shall remain in force only erected without expense to Lanlex No. 29 Pty. Limited its successors or assigns without the consent of Lanlex No. 29 Pty. Limited its successors or adjoining lot owned by Lanlex No. 29 Pty. Limited its successors or nominated
- Except where accommodated within a garage a proprietor or occupier of the unloading the same. alignment and lot 5 unless for the purpose of immediately loading or caravan or trailer or boat upon the burdened lot between the building burdened lot shall not park or stand or permit the parking or standing of any

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A proprietor or occupier of the burdened lot shall not park or stand or unladen weight on any part of the burdened land except during lawful building materials or household items. operations or during the loading or unloading of gardening and landscaping pennit the parking or standing of any motor vehicle over 2.5 tonnes in \$8.8.1980

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No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened. This clause shall not prevent:

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advertising displays by Lanlex No. 29 Pty. Limited its successors nominated assigns while it or they own land benefited; and ğ

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

DP776688

(Sheet 10 of 12 Sheets)

Subdivision of Lot 5 in Deposited Plan covered by Council Clerk's Certificate No. 8948 dated 3.6.1988

- time by Settlers Green Homeowners Association Incorporated. the exhibition by a proprietor of a burdened lot of a "For Sale" "To Let" sign of a size, material and format approved from time to
- No garbage or rubbish shall be placed or allowed to remain on any lot unless maintained so as to be visible from lot 5 except upon those days nominated from time to time by Hornsby Shire Council as days upon which garbage or rubbish is to be collected by or on behalf of the Council. covered containers and in no event shall such containers

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Except with the express continuing permission of Settlers Green Homeowners domestic reception of radio and television broadcasts; upon any lot other than such antenna as may be necessary for the usual Association incorporated no antenna of any kina shall be erected on or remain

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Nothing in any of paragraphs (a) to (i) hereof shall prevent the carrying out No. 29 Pty. Limited its successors or nominated assigns or its contractors or of lawful building and construction on any of the land burdened by Lanlex

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Incorporated without the consent of any other person. No. 29 Pty. Limited and thereafter by Settlers Green Homeowners Association terms and conditions of this covenant may be released, varied or modified by Lanlex While it owns any part of the land referred to in the abovementioned plan, the

Terms of restrictions as to user eighthly referred to in abovementioned plan:

for any purpose other than: No part of the burdened lot except for the area of the Village Green shall be used

to provide the easement firstly referred to in the abovementioned plans

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- the installation, planting, construction and maintenance of trees, shrubs, facilities for the same such as may be approved from time to time by the said lawns, gardens, rockeries and other landscaping features including irrigation
- the placing on or adjacent to the boundary of lot 5 and the burdened lot collection and no more than 12 hours after collection, refuse receptacles for collection by Hornsby Shire Council or other proper authority for periods of no longer than 12 hours before the time of normal

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9th August, 1988

\$8.8.1986 REGISTERED

INSTRUMENT SETTING OUT TERMS OF BASEMENTS AND RESTRUCTIONS AS TO USER INTENDED TO BE CREATED FURSUANT TO SECTION 885 OF THE CONVEXANCING ACT, 1919

Lengths are in metres

(Sheet 7 of 12 Sheets)

DP776652

Subdivision of Lot 5 in Deposited Plan covered by Council Clerk's Certificate No. 8948 dated 3.6.1988

of the surface of the easement site arising from the carrying out of any of the result of the exercise by the authority of the rights hereby granted to it. liable for any damage which may be caused to any such improvement or work as a such Authority and notwithstanding any such consent the Authority shall not be other work carried out within the easement site without the consent in writing of Authority of the rights hereby granted no improvement shall be constructed and no hereby conferred. aforesaid works or from the exercise by such Authority of the drainage rights aforesaid Authority shall include the right to cause erosion or other disturbance burdened as is not within the easement site. The rights hereby conferred on the For the purpose of ensuring the better enjoyment by the said

## <u>ن</u> Terms of easement for support 0.2 wide fifthly referred to in the abovementioned

parallel and adjacent to the common boundary of the land burdened and the land maintained by any wall built hereafter on the burdened land which wall is built part of it and any replacement or modification thereof supported, upheld and Full right and liberty to have the building erected on the land benefited or any

## Terms of easement for use and recreation (Village Green) sixthly referred to in abovementioned plan:

which they were designed and constructed subject to the following conditions: recreational and leisure facilities erected or placed thereon for the purposes for be upon the land burdened and in common with others use any or all of the sporting, part of the land benefited and every person authorised by that person to enter and The right for every person entitled to an estate or interest in possession in any

- that persons exercising the rights hereby granted (or the persons authorising Settlers Green Homeowners Association Incorporated; and the exercise of those rights by another person) are financial members of
- (£ compliance in all cases with the rules which may be imposed from time to time with regard to the use of the sporting, recreational and leisure facilities (including the payment of fees) by Settlers Green Homeowners Association

Association Incorporated. The said easement may be released varied or modified by Settlers Green Homeowners

HORNSBY SHIRE COUNCIL . . . Shire Clerk

> \$ 18 8.8.1980 REGISTERED

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INSTRUMENT SETTING OUT TERMS OF DASEMBATES AND RESTRUCTIONS AS TO USER INTENDED TO BE CREATED PURSULARI TO SECTION 88B OF THE CONVEXANCING ACT, 1919

Lengths are in metres

(Sheet 8 of 12 Sheets)

DP776652

Subdivision of Lot 5 in Deposited Plan covered by Council Clerk's Certificate No. 8948 dated 3.6.1988

## Terms of restrictions as to user seventhly referred to in abovementioned plans

(a)

- No fence, pergola or screen or other structure or building (other than that constructed or erected on that part of the burdened land which is between the successors or nominated assigns without the express written approval of: common boundary of lot 5 and the front alignment of the building constructed agents, contractors, successors or nominated assigns) shall be placed, placed, constructed or erected by Lanlex No. 29 Pty. Limited, its servants, thereon by Lanlex No. 29 Pty. Limited, its servants, agents, contractors,
- while its owns any land benefited, Lanlex No. 29 Pty. Limited or its successors or nominated assigns;
- thereafter, Settlers Green Homeowners Association Incorporated.

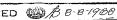
(<u>i</u>

- ਉ Apart from the structures and buildings erected or to be erected by Lanlex relation to those structures of fixtures. clause shall be deemed to have been given where structures or buildings have the building constructed thereon by Lanlex No. 29 Pty. Limited, its servants, minor structures not greater than one storey in height above the natural provided that this covenant shall not prevent the erection or placement of consent in writing of Settlers Green Homeowners Association Incorporated placed, constructed or erected upon the burdened land without the prior No. 29 Pty. Limited its servants, agents, contractors, successors been taken during that time to enforce the provisions of this covenant in surface where that erection or placement occurs behind the front alignment of pergolas, paths, pools, spas, barbeques, garden sheds, car ports and other nominated assigns no additional structure or bullding of any kind shall be agents, contractors, successors or nominated assigns. Consent under this for more than two years and where no court proceedings have
- The external appearance of any structure or building erected upon the been altered for a period in excess of two years and where no court under this clause shall be deemed to have been given where the appearance has original dwelling both as to quality, appearance and substance. consistent with the materials and colours used in construction of shall not be refused where the materials and colours to be used are Settlers Green Homeowners Association Incorporated provided that such consent burdened land shall not be altered without the prior consent in writing of Consent the

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INSTRUMENT SETTING OUT TERMS OF DESEMBNIS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED FURSIANT TO SECTION 888 OF THE CONVEXANCING ACT, 1919

(Sheet 5 of 12 Sheets)

DP776652 Subdivision of Lot 5 in Deposited Plan covered by Council Clerk's Cartificate No. 8948 dated 3.6.1988

Terms of easement for services 2.0 wide secondly referred to in abovementioned

Full and free right for:

(a) Each authority expressed to be benefited and Lanlex No. 29 Pty. Limited its and from the burdened land. land upon condition that in exercising the rights hereby granted all proprietor of land benefited to enter upon the burdened land with any tools, possible to the surface of the land hereby burdened and/or to free access to reasonable precautions will be taken to ensure as little disturbance as telephone and/or other domestic services to and from any part of the burdened reasonably be regulred for the provision of water, gas, electricity, conduits, switchboards, metering devices, wires or other materials as may reasonable time to layout, construct and install such drains, pipes, implements or machinery necessary for the purpose and to remain there for any servants, agents and contractors or nominated assigns while it is the

ð Every person who is at any time entitled to an estate or interest Every person who is at any time entitled to an estate or interest in possession in the land herein benefited or any part thereof with which the necessary upon the following condition: renewing such equipment or any part thereof to such extent as may time for the purposes of inspecting, cleansing, repairing, maintaining or or machinery necessary for the purpose and to remain there for any reasonable benefited to enter upon the land hereby burdened with any tools, implements authorised by that Association and for each authority expressed to be Settlers Green Homeowners Association services to and from the land hereby benefited TOSETHER WITH the right for carry all or any of water, gas, electricity, telephone and/or other domestic which may hereafter be established under clause (a) above to provide and pipes, conduits, wires or other equipment presently established therein or benefited to maintain and use through and under the burdened land all drains, right shall be capable of enjoyment and each authority expressed to be Incorporated and every person

will be taken to ensure as little disturbance as possible to the the burdened land. surface of the land hereby burdened and/or to free access to and from exercising the rights hereby granted all reasonable precautions

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REGISTERED

Plan: Lengths are in metres INSTRUMENT SETTING OUT TERMS OF ENSEMBNIS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION BBS OF THE CONVEYANCING ACT, 1919 DP776652 Subdivision of Lot 5 in Deposited Plan covered by Council Clerk's Certificate No. 8948 dated 3.6.1988 (Sheet 6 of 12 Sheets)

## Terms of drainage easement 2.5 wide thirdly referred to in abovementioned plan:

the easement to do within the easement site any one or more of the following, use, for the purposes of the casement any pipes or line of pipes or other drainage through pipes and/or culverts and/or by any other means together with the right to casement being the site of the easement hereby created (hereinafter called "the suspended therein across and through that part of the lot or lots burdened by this quantities together with any soil or other materials which may be dissolved or (whether rain, every person authorised by it from time to time and at all times to drain water works already located within the easement site AND THE RIGHT for the purposes of easement site") whether along a natural watercourse and/or in an open drain and/or Full and free right for the Authority in whose favour this easement is created and storm, spring scakage or seepage water or the like) in any

- other materials brought on to the easement construct an open channel or channels with bottom and sides of earth and/or
- Œ) easement site; deepen and/or widen any open channel now or hereafter located within the
- (<u>iii</u>) lay or construct pipes box culverts, scour protection works, headwalls, accessways and/or other drainage works beneath or upon the surface of the easement site or partly beneath and partly upon the same;
- treat any part or parts of the easement site and/or carry out work thereon against erosion; for the purpose of protecting the easement site and land adjacent thereto

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remove, relocate and/or replace any drainage works or any part thereof now or at any time hereafter within the easement site;

inspect, cleanse, repair, maintain and/or renew any or all of the drainage

<u>(1</u>

by it or them in order to carry out any of the aforesaid work to enter upon the AND THE RIGHT for the Authority in whose favour this easement is created and every person authorised by it with any tools, implements, machinery or vehicles required works or facilities within the easement site

gaining access to the easement site to pass and repass over that part of any lot easement site and to remain thera for any reasonable time and for the purpose of

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9th August, 1988

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INSTRUMENT SETTING OUT TERMS OF ENSEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CENTED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

DP776652

(Sheet 3 of 12 Sheets)

Subdivision of Lot 5 in Deposited Plan covered by Council Clerk's Certificate No. 8948 dated 3.6.1988

RESTRICTION AS TO USE

Tot 5

Identity of restriction ninthly referred to in abovementioned plan:

Schedule of Lots, etc. affected

Lots burdened

Lots benefited

Every other lot

EASEMENT FOR WATER SUPPLY WORKS 15 WIDE, 8 WIDE, 6 WIDE and VARIABLE

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Schedule of Lots, etc. affected

Name of Authority Benefited

THE WATER BOARD (hereinafter called "The Board" which expression where herein used shall be deemed to include the successors and assigns of the Board.)

Lot 5

Lots burdened

PART 2

: Terms of easement for access and services, firstly referred to in abovementioned plan: 15 wide, 8 wide, 6 wide and variable

(a) and repass at all times and for all purposes on foot and with or without the land herein benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by that person to go pass abovementioned plan as the servient tenement upon the following conditions: animals or vehicles or both over those parts of the land indicated on the person who is at any time entitled to an estate or interest in possession in every person authorised by those authorities from time to time and every and free right for each authority expressed to be benefited and for \$ 8.8.1988 REGISTERED

 $\widehat{\mathbb{E}}$ Homeowners Association Incorporated; and that the proprietor is a financial member of Settlers Greer

Plan: DP776652

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Lengths are in metres

(Sheet 4 of 12 Sheets)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USEX INTERNED TO BE CREATED PUBSIANT TO SECTION 68B OF THE CONVEYANCING ACT, 1919

Subdivision of Lot 5 in Deposited Plan covered by Council Clerk's Certificate No. 8948 dated 3.6.1988

the said Association and in using the servient tenement shall comply with the by-laws of the said Association in force from time to time of over two tonnes in laden weight except with the prior consent of carriage of dangerous or offensive goods nor the passage of vehicles permitted to use the servient tenement or any part of it for the annoyance to members of the said Association and shall not of the lots benefited shall not do or authorise the performance of in exercising the rights and liberties hereby granted the proprietors regulating traffic and behaviour upon the land. any act or the creation of any noise which may be of a nuisance or

Full and free right for each authority expressed to be benefited and for condition that in exercising the rights hereby granted all reasonable equipment or any part thereof to such extent as may be necessary upon the approval of Settlers Green Hameowners Association Incorporated to provide and surface of the land hereby burdened and/or to free access to the land hereby precautions will be taken to ensure as little disturbance as possible to the necessary for the purpose and to remain there for any reasonable time for the upon the land hereby burdened with any tools, implements or machinery servants, contractors and agents or other person authorised by it to enter authorities and for Settlers Green Homeowners Association Incorporated by its each authority expressed to be benefited and every person authorised by those services to and from the land hereby benefited together with the right for carry all or any of water, gas, electricity, telephone and/or other domestic therein and which may hereafter be established thereon by and with the pipes, conduits, wires or other equipment and materials presently established indicated on the abovementioned plan as the servient tenement all drains, person to maintain and use through and under those parts of the land right shall be capable of enjoyment and every person authorised by that possession in the land herein benefited or any part thereof with which the every person who is at any time entitled to an estate or interest inspecting, cleansing, repairing, maintaining or renewing such B8-8-1988

<u>(c)</u> Nothing in paragraph (a) above shall prevent or restrict in any way the bringing onto the servient tenement such vehicles and equipment which may be agents, contractors or assigns for the carrying out of building activities on required from time to time by Lanlex No. 29 Pty. Limited or its servants, any part of the land benefited.

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SFD.309 11.3.88 ω Lot 5 Identity of easement firstly referred to in the abovementioned Plan: Lots burdened 5, 12, 13, 25, 26 Each lot except lot 26 Lots burdened Lots burdened Schedule of Lots, etc. affected Schedule of Lots, etc. affected Schedule of Lots, etc. affected Breary other Int
Hormsby Shire Council
Telecom Australia
Australia Rost
Sydney County Council
Australian Gas Light Company
Metropolitan Water Sewerage
and Drainage Board PASEMENT FOR SERVICES 2.0 WIDE EASIMENT FOR ACCESS AND SERVICES
15 WIDE, 6 WIDE AND VARIABLE The Council of the Shire of Hornsby DRAINVAGE EASEMENT 2.5 WIDE Sydney County Council
Australian Gas Light Company
Metropolitan Water Sewerage
and Drainage Board Every other lot except lot 26 Lots and names of Authorities benefited EASEMENT TO DRAIN WATER 1.0 WIDE Name of Authority Benefited Lots and Authorities benefited \ustralia Post \$8.8.1988 SEGISTERED

> Çī Lot 5 Identity of restriction seventhly referred to in the abovementioned plan: Lots burdened Lots burdened 13 14 15 Schedule of Lots, etc. affected Schedule of Lots, etc. affected RESTRICTION AS TO USER Every other lot Lots benefited Lots benefited Lots benefited EASEMENT FOR USE AND RECRENTION (VILLAGE GREEN) MASSEMENT FOR SUPPORT 0.2 WIDE 10 9, 10 8, 9, 10 26 25 6 13 14

Full name and address of proprietor of the land

IANLEX NO. 29 PTY. LIMITED 3-7 Ramsay Road, PENNANT HILLS NSW 2120

Lengths are in metros

DP776652

Subdivision of Lot 5 in Deposited Plan covered by Council Clerk's Certificate No. 8948 dated 3.6.1988

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CHORINATE TO SECTION 888 OF THE CONNECTMOLING ACT, 1919

(Sheet 1 of 12 Sheets)

Lengths are in metres

DP776652

Subdivision of Lot 5 in Deposited Plan covered by Council Clerk's Certificate No. 8948 dated 3.6.198 8

Schedule of Lots, etc. affected

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED FURSIANT TO SECTION 88B OF THE CONVENANCING ACT, 1919

(Sheet 2 of 12 Sheets)

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Registrar General this day.

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Every other lot

Lots burdened Each lot except Lot 5

Schedule of Lots, etc. affected

\$ 8.8.19BB