

Signatures and seals only.

John ...
Cliff ...

LANEX No. 23
 PTY. LIMITED

Council Clerk's Certificate

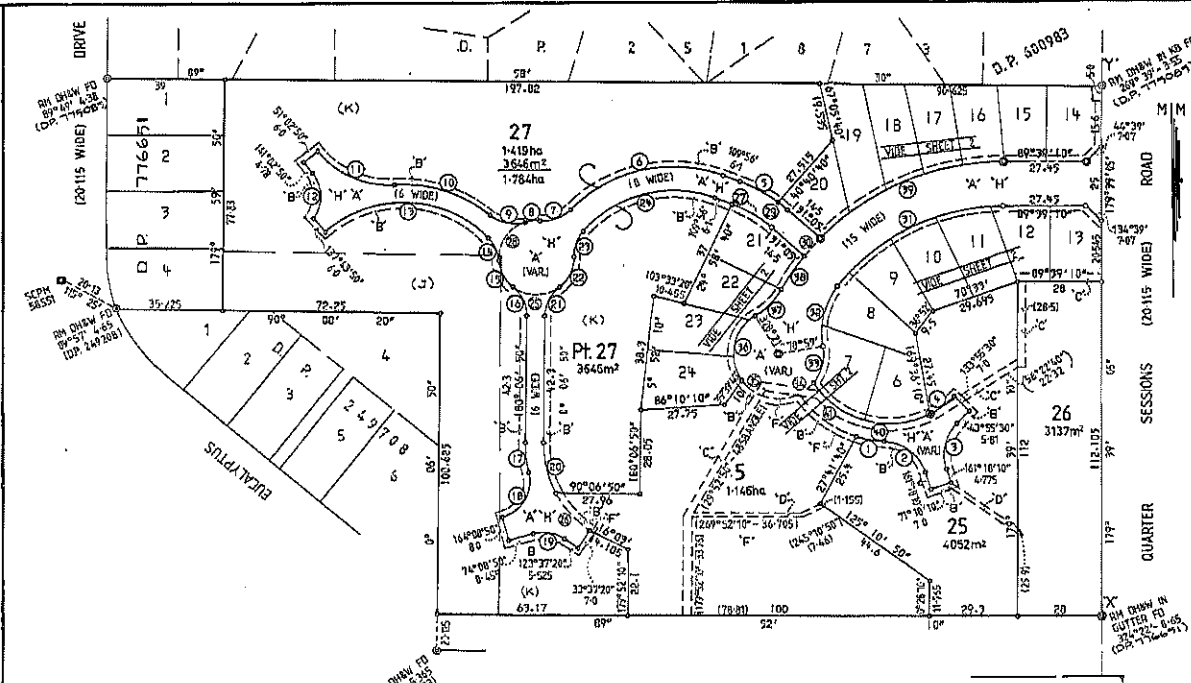
I hereby certify that -
 (a) the requirements of the Local Government Act, 1973
 (other than the requirements for the registration of
 plans), and
 (b) the requirements of section 246 of the Metropolitan
 Water, Drainage and Drainage Act, 1974, as amended,
 (other than the provisions relating to the
 Metropolitan Water, Drainage and Drainage Act,
 1974, as amended)

have been complied with by the applicant in relation to the
 proposed Subdivision

Subdivision No. 27
 Date 3.6.1988

[Signature]
 Council Clerk

*This part of certificate to be deleted when the application is made
 for a consolidated set for the opening of a new road or where the land
 to be subdivided is wholly within the area of operation of the
 Metropolitan Water, Drainage and Drainage Act and the Water
 District Water Board.
 *Delete if inapplicable.



SCHEDULE of CURVED BOUNDARIES

Lot	Bearing	Chord	Arc	Radius	Lot	Bearing	Chord	Arc	Radius	Lot
2	99°51'00"	9.5	9.53	36	25	24°33'20"	11.315	11.74	12.3	27
3	124°37'10"	17	10.275	15	26	19°04'10"	8.895	9.2	12.5	27
4	12°36'50"	15.59	16.395	19	27	75°02'50"	45.19	48.11	39.5	27
5	233°26'20"	9.92	9.965	30	28	90°06'50"	15.5	16.72	12.5	CONNN
6	298°13'10"	14.4	14.43	50	29	137°35'20"	16.899	17.06	35	EAST'S
7	254°48'20"	21.925	24.775	47.5	30	300°30'10"	15.5	15.5	42	5
8	249°23'10"	10.945	11.22	12.5	31	39°39'30"	15.655	16.92	12.5	CONNN
9	263°47'50"	4.9	4.97	12.5	32	120°30'40"	10.25	10.45	50	5
10	200°20'50"	11.87	12.37	12.5	33	221°05'00"	8	8.005	85	CONNN
11	299°20'10"	27.9	29.02	90	34	230°22'40"	6.025	6.07	15	CONNN
12	178°19'10"	15.19	16.267	12.5	35	289°26'10"	19.535	21.275	15	5
13	91°11'40"	24.15	24.252	35	36	11°02'30"	22.05	24.77	15	5
14	155°10'30"	8.405	8.37	12.5	37	89°39'50"	12.535	12.67	25	5
15	151°41'20"	9.875	10.15	12.5	38	230°20'50"	13.45	13.465	85	5
16	154°16'10"	10.895	11.275	12.5	39	64°49'00"	64.25	68.05	85	5
17	173°05'10"	10.03	10.023	41	40	95°22'40"	46.925	59.885	30	5
18	210°06'10"	17.30	19.215	12.5	41	706°38'00"	27.68	24.13	36	EAST'S
19	98°59'10"	10.46	10.795	12.5						
20	345°30'00"	17.265	17.445	35						
21	25°27'20"	10.895	11.275	12.5						

- A - EASEMENT FOR ACCESS AND SERVICES 15 WIDE, 8 WIDE, 8 WIDE AND VARIABLE
- B - EASEMENT FOR SERVICES 2.0 WIDE
- C - EASEMENT TO DRAIN WATER 2.5 WIDE
- D - EASEMENT TO DRAIN WATER 1.0 WIDE
- E - EASEMENT FOR SUPPORT 8.2 WIDE (VIDE SHEET 2)
- F - EASEMENT FOR USE AND RECREATION (VILLAGE GREEN)
- H - EASEMENT FOR WATER SUPPLY WORKS 15 WIDE, 8 WIDE, 4 WIDE AND VARIABLE.
- J EX. MINERALS - TILLITE
- K EX. MINERALS BY CROWN GRANT

DP 776652

Registered: 8.8.1988

CA: 8948 OF 3-6-1988

This System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U0067-9#

Last Plan: D.P. 776651

PLAN OF SUBDIVISION OF
 LOT 5, D.P. 776651

Reduction Ratio 1:1000
 Lengths are in metres.

Mem./Chrs
 -Drr HORNSBY

Locality: WESTLEIGH

Parish: SOUTH COLAH

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets.
 (Delete if inapplicable).

RICHARD JAMES SCOTT
 CHANG & HENDER "41 BRIDGE ST. RIPPON 2421
 a surveyor registered under the Surveyors Act, 1973, as amended,
 hereby certifies that the survey represented on this
 plan was made in accordance with the Survey
 Practice Regulations, 1972, and was completed on
 16th APRIL 1988.

Signature: *Richard James Scott*
 Surveyor registered under the Surveyors Act, 1973, as amended,
 (Delete Line of Authority, "1973" as amended,
 "Check our office" (1) or (2) "1973" date of survey.

Panel for use only for statements of intention to
 dedicate public roads or to create public res-
 serves, drainage reserves, easements or restrictions
 as to user.

HORSWANT TO SEC. 600 OF THE CONVEYANCING
 ACT 1968, 6 IN TERMS OF THE ACCOMPANYING
 INSTRUMENT, SIGNED BY THE COUNCIL CLERK,
 IT IS INTENDED TO CREATE:-
 1) EASEMENT FOR ACCESS AND SERVICES
 1.0 WIDE, 8 WIDE, 8 WIDE AND VARIABLE
 2) EASEMENT FOR SERVICES 2.0 WIDE
 3) EASEMENT TO DRAIN WATER 2.5 WIDE
 4) EASEMENT TO DRAIN WATER 1.0 WIDE
 5) EASEMENT FOR SUPPORT 8.2 WIDE
 6) EASEMENT FOR USE AND
 RECREATION (VILLAGE GREEN)
 7) RESTRICTION AS TO USER
 8) RESTRICTION AS TO USER
 9) EASEMENT FOR WATER SUPPLY WORKS
 15 WIDE, 8 WIDE, 4 WIDE AND VARIABLE.
 10) DRAINAGE EASEMENT 2.5 WIDE

Table of mm

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350

M.P.D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYORS REFERENCE 114472

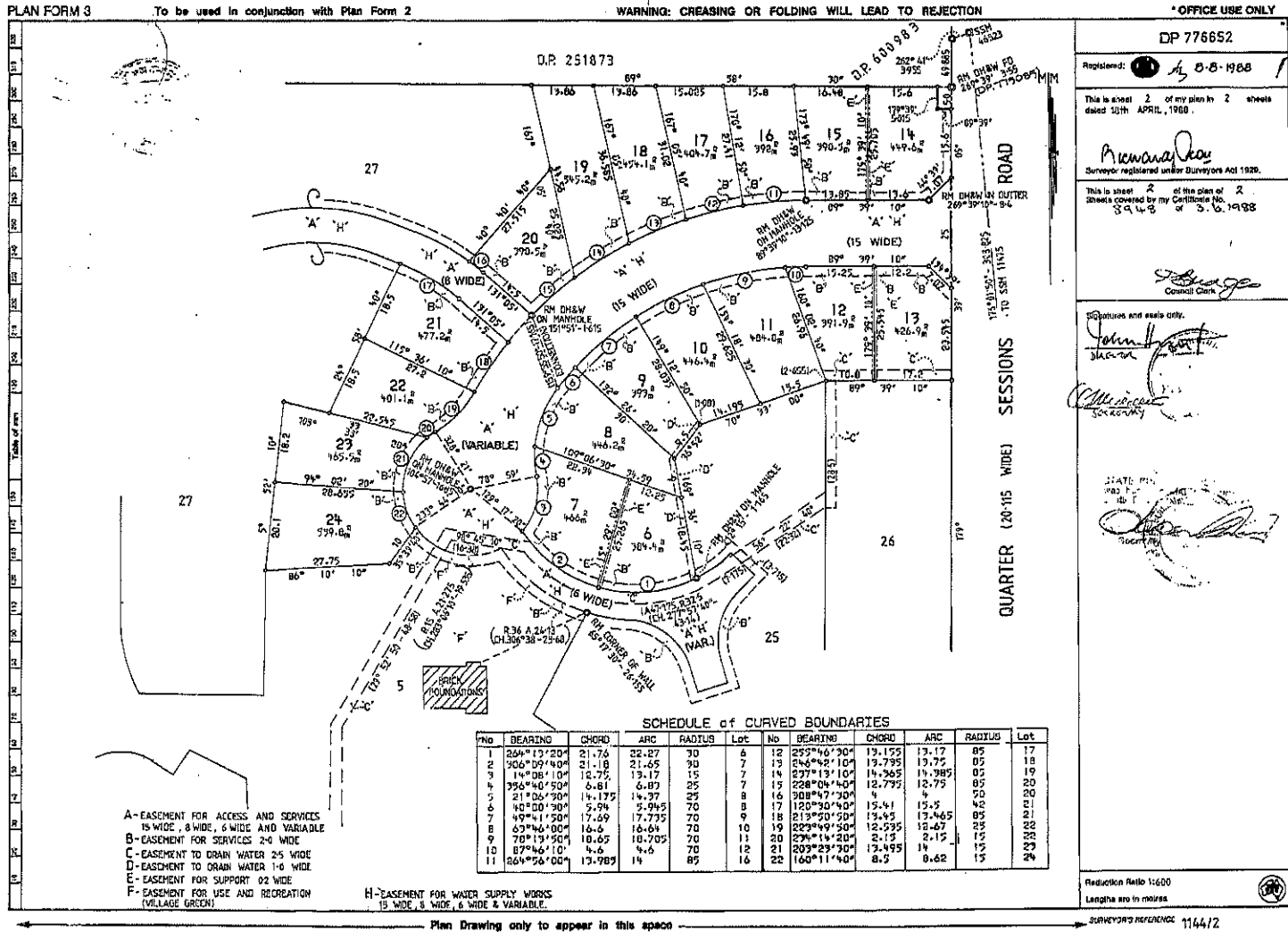
Reg:R414109 /Doc:DP 0776652 P /Rev:29-Jun-1992 /Sta:OK,OK /Rgs:ALL /Prt:15-Oct-2018 04:58 /Seq:1 of 2

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

Table of mm

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Req:R414109 /Doc:DP 0776652 P /Rev:29-Jun-1992 /Sta:OK.OX /Egs:ALL /Prt:15-Oct-2018 04:58 /Seq:2 of 2
Ref: /Src:U



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

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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 (Sheet 1 of 12 Sheets)

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

PART 1

Full name and address of proprietor of the land
 LANGEX NO. 29 PTY. LIMITED
 3-7 Ramsay Road,
 PENNANT HILLS NSW 2120

1. Identity of easement
 (firstly referred to in the abovementioned Plan)
 EASEMENT FOR ACCESS AND SERVICES
 15 WIDE, 8 WIDE, 6 WIDE AND VARIABLE

Schedule of Lots, etc. affected

<u>Lots burdened</u>	<u>Lots and names of Authorities benefited</u>
Lot 5	Every other lot Hornsby Shire Council Telecom Australia Australia Post Sydney County Council Australian Gas Light Company Metropolitan Water Sewerage and Drainage Board

2. Identity of easement
 (secondly referred to in the abovementioned plan)
 EASEMENT FOR SERVICES
 2.0 WIDE

Schedule of Lots, etc. affected

<u>Lots burdened</u>	<u>Lots and Authorities benefited</u>
Each lot except lot 26	Every other lot except lot 26 Telecom Australia Post Sydney County Council Australian Gas Light Company Metropolitan Water Sewerage and Drainage Board

3. Identity of easement
 (thirdly referred to in the abovementioned plan)
 DRAINAGE EASEMENT 2.5 WIDE

Schedule of Lots, etc. affected

<u>Lots burdened</u>	<u>Name of Authority Benefited</u>
5, 12, 13, 25, 26	The Council of the Shire of Hornsby

4. Identity of easement
 (fourthly referred to in the abovementioned plan)
 EASEMENT TO DRAIN WATER 1.0 WIDE

HORNSBY SHIRE COUNCIL Shire Clerk.

SFD.309
 11.3.88

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 (Sheet 2 of 12 Sheets)

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

Schedule of Lots, etc. affected

<u>Lots burdened</u>	<u>Lots benefited</u>
9	10
8	9, 10
6	8, 9, 10
25	26
5	25

5. Identity of easement
 (fifthly referred to in the abovementioned plan)
 EASEMENT FOR SUPPORT 0.2 WIDE

Schedule of Lots, etc. affected

<u>Lots burdened</u>	<u>Lots benefited</u>
6	7
7	6
12	13
13	12
14	15
15	14

6. Identity of easement
 (sixthly referred to in the abovementioned plan)
 EASEMENT FOR USE AND RECREATION (VILLAGE GREEN)

Schedule of Lots, etc. affected

<u>Lots burdened</u>	<u>Lots benefited</u>
Lot 5	Every other lot

7. Identity of restriction
 (seventhly referred to in the abovementioned plan)
 RESTRICTION AS TO USER

Schedule of Lots, etc. affected

<u>Lots burdened</u>	<u>Lots benefited</u>
Each lot except Lot 5	Every other lot

HORNSBY SHIRE COUNCIL Shire Clerk.

REGISTERED 1388-1988

REGISTERED 1388-1988



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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

(Sheet 3 of 12 Sheets)

Plan: DP776652

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

8. Identity of restriction slightly referred to in the abovementioned plan:

RESTRICTION AS TO USER

Schedule of Lots, etc. affected

Lots burdened

Lots benefited

Lot: 5

Every other lot

9. Identity of restriction slightly referred to in the abovementioned plan:

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

Schedule of Lots, etc. affected

Lots burdened

Name of Authority Benefited

Lot 5

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

PART 2

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

(a) Full and free right for each authority expressed to be benefited and for every person authorised by those authorities from time to time and 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 right shall be capable of enjoyment and every person authorised by that person to go pass and repass at all times and for all purposes on foot and with or without animals or vehicles or both over those parts of the land indicated on the abovementioned plan as the servient tenement upon the following conditions:

(i) that the proprietor is a financial member of Settlers Green Homeowners Association Incorporated; and

HORNBY SHIRE COUNCIL *Shire Clerk* Shire Clerk.

REGISTERED 18.8.1988

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

(Sheet 4 of 12 Sheets)

Plan: DP776652

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

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

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

(c) 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 required from time to time by Lanlex No. 29 Pty. Limited or its servants, agents, contractors or assigns for the carrying out of building activities on any part of the land benefited.


HORNBY SHIRE COUNCIL *Shire Clerk* Shire Clerk.

REGISTERED 18.8.1988

FRAME 2

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10 20 30 40 50 60 70 Table of mm 110 120 130 140



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 58B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 5 of 12 Sheets)

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

2. Terms of easement for services 2.0 wide secondly referred to in abovementioned plan:

Plan:

Full and free right for:

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

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

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

HORNBY SHIRE COUNCIL *F. Shage* Shire Clerk.

REGISTERED 15881988

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 58B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 6 of 12 Sheets)

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

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

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

- (i) construct an open channel or channels with bottom and sides of earth and/or other materials brought on to the easement site;
- (ii) deepen and/or widen any open channel now or hereafter located within the easement site;
- (iii) 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;
- (iv) treat any part or parts of the easement site and/or carry out work thereon for the purpose of protecting the easement site and land adjacent thereto against erosion;
- (v) remove, relocate and/or replace any drainage works or any part thereof now or at any time hereafter within the easement site;
- (vi) inspect, cleanse, repair, maintain and/or renew any or all of the drainage works or facilities within the easement site

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 by it or them in order to carry out any of the aforesaid work to enter upon the easement site and to remain there for any reasonable time and for the purpose of gaining access to the easement site to pass and reposs over that part of any lot

HORNBY SHIRE COUNCIL *F. Shage* Shire Clerk.

REGISTERED 15881988

FRAME 3

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Req:R414114 /Doc:DP 0776652 B /Rev:02-Nov-1992 /Sts:OK.OK /Pgs:ALL /Prt:15-Oct-2018 04:59 /Seq:3 of 6
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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 (Sheet 7 of 12 Sheets)

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

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

5. Terms of easement for support 0.2 wide fifthly referred to in the abovementioned
plan:

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

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

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

- (i) that persons exercising the rights hereby granted (or the persons authorising
the exercise of those rights by another person) are financial members of
Settlers Green Homeowners Association Incorporated; and
- (ii) 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
Limited.

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

HORNBY SHIRE COUNCIL *Shiraz* Shire Clerk.

REGISTERED 88-8988

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 (Sheet 8 of 12 Sheets)

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

7. Terms of restrictions as to user severally referred to in abovementioned plan:

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

- (i) while its owns any land benefited, Lanlex No. 29 Pty. Limited or its
successors or nominated assigns;
- (ii) thereafter, Settlers Green Homeowners Association Incorporated.

- (b) Apart from the structures and buildings erected or to be erected by Lanlex
No. 29 Pty. Limited its servants, agents, contractors, successors or
nominated assigns no additional structure or building of any kind shall be
placed, constructed or erected upon the burdened land without the prior
consent in writing of Settlers Green Homeowners Association Incorporated
provided that this covenant shall not prevent the erection or placement of
pergolas, paths, pools, spas, barbecues, garden sheds, car ports and other
minor structures not greater than one storey in height above the natural
surface where that erection or placement occurs behind the front alignment of
the building constructed thereon by Lanlex No. 29 Pty. Limited, its servants,
agents, contractors, successors or nominated assigns. Consent under this
clause shall be deemed to have been given where structures or buildings have
been taken down for more than two years and where no court proceedings have
been taken during that time to enforce the provisions of this covenant in
relation to those structures or fixtures.

- (c) The external appearance of any structure or building erected upon the
burdened land shall not be altered without the prior consent in writing of
Settlers Green Homeowners Association Incorporated provided that such consent
shall not be refused where the materials and colours to be used are
consistent with the materials and colours used in construction of the
original dwelling both as to quality, appearance and substance. Consent
under this clause shall be deemed to have been given where the appearance has
been altered for a period in excess of two years and where no court

HORNBY SHIRE COUNCIL *Shiraz* Shire Clerk.


REGISTERED 88-8988

FRAME 4

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9th August, 1988

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1919

Lengths are in metres (Sheet 9 of 12 Sheets)

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

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

(d) No part of any burdened lot which comprises a dwelling shall, except to the extent necessary to enable lawful building activity, be used or occupied otherwise than as a residence and then only with the consent of Settlers Green Homeowners Association Incorporated. The consent of Settlers Green Homeowners Association Incorporated shall not be withheld where the proprietor of the servient tenement is a financial member of the Settlers Green Homeowners Association Incorporated. This clause shall not prevent the maintenance and operation by Lanlex No. 29 Pty. Limited its successors and nominated assigns of an office or other facilities for construction upon the burdened land and for the sale, lease or other disposition by it or them of any of the burdened land.

(e) No fence shall be erected on each lot burdened to divide it from any adjoining lot owned by Lanlex No. 29 Pty. Limited its successors or nominated assigns without the consent of Lanlex No. 29 Pty. Limited its successors or nominated assigns but such consent shall not be withheld if such fence is erected without expense to Lanlex No. 29 Pty. Limited its successors or nominated assigns provided that this restriction shall remain in force only during such time as Lanlex No. 29 Pty. Limited its successors or nominated assigns is the registered proprietor of any land in the abovementioned plan.

(f) Except where accommodated within a garage a proprietor or occupier of the burdened lot shall not park or stand or permit the parking or standing of any caravan or trailer or boat upon the burdened lot between the building alignment and lot 5 unless for the purpose of immediately loading or unloading the same.

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

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

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

HORNSEY SHIRE COUNCIL Shire Clerk.

REGISTERED 8881988

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT, 1919

Lengths are in metres (Sheet 10 of 12 Sheets)

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

(ii) the exhibition by a proprietor of a burdened lot of a "For Sale" or "No Let" sign of a size, material and format approved from time to time by Settlers Green Homeowners Association Incorporated.

(j) No garbage or rubbish shall be placed or allowed to remain on any lot unless kept in covered containers and in no event shall such containers be 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.

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

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

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

8. Terms of restrictions as to user eightiethly referred to in abovementioned plan:

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

(a) to provide the easement firstly referred to in the abovementioned plan;

(b) the installation, planting, construction and maintenance of trees, shrubs, lawns, gardens, rockeries and other landscaping features including irrigation facilities for the same such as may be approved from time to time by the said Association;

(c) the placing on or adjacent to the boundary of lot 5 and the burdened lot 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 collection and no more than 12 hours after collection;

HORNSEY SHIRE COUNCIL Shire Clerk.

REGISTERED 8881988

FRAME 5

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 186 OF THE CONVEYANCING ACT, 1919

Lengths are in metres (Sheet 11 of 12 Sheets)

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

(d) while it is the owner of any lot in the abovesmentioned plan to permit Lanlex No. 29 Pty. Limited its successors and nominated assigns and persons authorised by it to erect and display advertising signs and other material and to be upon the burdened lot by its servants and agents for the purposes of promoting the sale of the said land:

except with the express continuing permission of Settlers Green Homeowners Association Incorporated.

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

9. Terms of Easement for Water Supply Works nintly referred to in the abovesmentioned plan:

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

HORNSEY SHIRE COUNCIL *P. Bragg* Shire Clerk.

REGISTERED 176 61708

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 186 OF THE CONVEYANCING ACT, 1919

Lengths are in metres (Sheet 12 of 12 Sheets)

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

1. THAT the proprietor will not place upon the land hereby burdened or allow to be placed or remain thereon any timber or any article of plant or any stores filled rubbish or other material whatsoever and
2. THAT the proprietor will not erect construct or place upon the land hereby burdened or allow to be erected constructed or placed thereon any building or other structure whatever and that the proprietor will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the land hereby burdened and
3. 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 compliance with such conditions as the Board may impose
 - (a) make or allow to be made any alteration to the existing surface levels of the land hereby burdened by any means whatsoever, or
 - (b) park or place upon the land hereby burdened or allow to be parked or remain thereon any vehicle whatsoever other than vehicles parked or placed thereon temporarily so that they may be removed when necessary without undue delay.
4. THAT the proprietor will provide and maintain in strict compliance with such conditions as the Board may impose a concrete or bituminous accessway suitable for use by motor vehicles along the full length of the land hereby burdened such accessway to be constructed adjacent to but not over the works.

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

The Common Seal of LANLEX NO. 29)
PTY. LIMITED was hereunto affixed by)
 resolution of the Directors in the)
 presence of:

P. Bragg
 Shire Clerk
 Hornsey Shire Council.

Ch. M. ...
 Secretary

J. H. ...
 Director

The Common Seal of STATE BUILDING SOCIETY LIMITED was hereunto affixed by resolution of its Board and the presence of

...
 Chairman

...
 Secretary

...
 Director

MORTGAGE

LANLEX No. 29
 PTY. LIMITED
 Seal

REGISTERED 176 61708

FRAME 6

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