

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

Sheet 1 of 5

Plan: Plan of Subdivision of Lot 900 D.P.XXXXXXX
Subdivision Certificate Number

Full name and address of the owner of the land: **Hunter Land Holdings Pty Ltd**
(A.C.N. 110 974 439)
of 1 Hartley Drive, Thornton

Avery's Rise Investor Pty Ltd
(A.C.N. 163 654 813)
c/- 1 Hartley Drive, Thornton

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies, or Prescribed Authorities:
1	Restriction on the Use of Land	905 to 923 inclusive	Every other lot except 904

Part 2 (Terms)

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

Dwelling houses

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 140 m2 exclusive of car accommodation, external landings and patios.
2. 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. 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.

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Fencing of common boundaries

4. No fence shall be erected or permitted to remain between the building line, as fixed by Cessnock 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.
5. 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 dark to medium dark colour.
6. No fence shall be erected on a lot burdened unless it is erected without expense to Hunter Land Holdings Pty Limited & Avery's Rise Investor Pty Limited, its successors and permitted assigns other than Purchasers on sale.

Prohibited activities

7. No obnoxious, noisy, or offensive occupation, trade or business shall be conducted or carried on any lot burdened.
8. 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.
9. 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.
10. 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.

Acknowledgment of Covenants

11. 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.
12. 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.
13. 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.

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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 Hunter Land Holdings Pty Limited & Avery's Rise Investor Pty Limited and if Hunter Land Holdings Pty Limited & Avery's Rise Investor Pty Limited 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

CESSNOCK 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

Name of delegate (BLOCK LETTERS)

Name of Witness (BLOCK LETTERS)

Address of Witness (BLOCK LETTERS)

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Executed by **HUNTER LAND HOLDINGS**)
PTY LIMITED (A.C.N. 110 974 439) in)
accordance with Section 127 of the Corporations Act:)

.....
Director
Print Name:

.....
Director
Print Name:

Executed by **AVERY'S RISE INVESTOR**)
PTY LIMITED (A.C.N. 163 654 813) in)
accordance with Section 127 of the Corporations Act:)

.....
Director
Print Name:

.....
Director
Print Name:

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Executed by **REGIONAL AUSTRALIA BANK LTD**