

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

(Sheet 1 of 20 Sheets)

Plan: DP1318906 (DRAFT)

Plan of subdivision of Lot 106 in DP1298342, covered by Council Subdivision Certificate No. *[to be inserted]*

Full Name and Address of the owner of the land:

Birling Estate Pty Ltd ACN 657 548 073
975 The Northern Road, Bringelly 2556

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, 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	Easement to Drain Water 1.5 wide (A)	3016 3017 3018 3019 3020 3021 3023 3024 3025 3026 3027 3028 3030 3031 3032 3035 3036 3037 3038 3039 3041 3042 3043 3044 3045 3047 to 3049 inclusive 3055 3076 3082 3083 3084 3085 3086 3087 3088 3089 3090	3017, 3018, 3019, 3020, 3021, 3022 3018, 3019, 3020, 3021, 3022 3019, 3020, 3021, 3022 3020, 3021, 3022 3021, 3022 3022 3024, 3025, 3026, 3027, 3028, 3029 3025, 3026, 3027, 3028, 3029 3026, 3027, 3028, 3029 3027, 3028, 3029 3028, 3029 3029 3031, 3032, 3033 3032, 3033 3033 3034 3035, 3034, 3036, 3035, 3034 3037, 3036, 3035, 3034 3038, 3037, 3036, 3035, 3034 3040 3041, 3040 3042, 3041, 3040 3043, 3042, 3041, 3040 3044, 3043, 3042, 3041, 3040 3045, 3044, 3043, 3042, 3041, 3040 3039, 3038, 3037, 3036, 3035, 3034 3082, 3083, 3084, 3085, 3086, 3087, 3088, 3093 3083, 3084, 3085, 3086, 3087, 3088, 3089 3085, 3086, 3087, 3088, 3093 3086, 3087, 3088, 3093 3087, 3088, 3093 3088, 3093 3093 3090, 3091, 3092 3091, 3092

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Plan of subdivision of Lot 106 in DP1298342, covered by
Council Subdivision Certificate No. [to be inserted]

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, 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
		3091 3093	3092 3089, 3090, 3091, 3092
2	Easement to Drain Water 1.5 wide & variable (B)	3006 3012 3069	3023, 3024, 3025, 3026, 3027, 3028, 3029 3016, 3017, 3018, 3019, 3020, 3021, 3022 3093, 3089, 3090, 3091, 3092
3	Easement for Support & Maintenance 0.9 wide (C) "Zero lot line"	3003 3004 3007 3010 3008 3009 3012 3015 3016 3017 3018 3019 3020 3021 3022 3023 3024 3025 3026 3027 3031 3036 3037 3038 3039 3040 3041 3042 3043 3044 3045 3048 3049 3050 3051 3052 3053 3054 3056 3057 3058 3059	3002 3003 3006 3009 3007 3008 3013 3016 3017 3018 3019 3020 3021 3022 3023 3024 3025 3026 3027 3028 3032 3035 3036 3037 3038 3039 3035 3040 3041 3042 3043 3044 3047 3048 3051 3052 3053 3054 3055 3057 3058 3059

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Plan of subdivision of Lot 106 in DP1298342, covered by
Council Subdivision Certificate No. [to be inserted]

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, 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
		3060 3064 3065 3066 3067 3068 3070 3071 3072 3073 3074 3075 3076 3077 3078 3079 3082 3083 3084 3085 3086 3087 3089 3090 3093	3061 3063 3064 3065 3066 3067 3069 3070 3071 3072 3073 3074 3075 3078 3079 3080 3083 3084 3085 3086 3087 3088 3090 3091 3089
4.	Easement for Support & Maintenance 1.5 wide (D) "Ret. Wall"	3024 3025 3026 3027 3028 3035 3036 3037 3038 3039 3041 3042 3043 3044 3045 3047 3082 3083 3084 3085 3086 3087 3088 3093	3005, 3006 3004, 3005 3003, 3004 3002, 3003 3002 3060, 3061 3059, 3060 3057, 3058, 3059 3056, 3057 3055, 3056 3053, 3054 3053 3052 3051 3050 3045, 3050 3075, 3076 3075 3074, 3075 3073, 3074 3072, 3073 3071, 3072 3070, 3071 3068

Plan: DP1318906 (DRAFT)

Plan of subdivision of Lot 106 in DP1298342, covered by
Council Subdivision Certificate No. [to be inserted]

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, 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
5.	Easement for Support & Maintenance 0.9 wide (E) "Ret. Wall"	3002 3003 3004 3005 3034 3039 3040 3045 3047, 3051 3052 3053 3054 3055 3056 3057 3058 3059 3060 3061 3068, 3069 3070 3071 3072 3073 3074 3075 3076, 3079, 3080 3082 3093	3027, 3028 3026, 3027 3025, 3026 3024, 3025 3061 3055 3054, 3055 3047 3045 3044 3043 3041, 3042 3040, 3041 3039, 3040 3038, 3039 3037, 3038 3037 3036, 3037 3035, 3036 3034, 3035 3093 3088, 3093 3087, 3088 3086, 3087 3085, 3086 3084, 3085 3082, 3083, 3084 3082 3079, 3080 3069, 3070
6.	Easement for Support & Maintenance 1.5 wide (F) "Zero lot line"	3069 3055	3068 3056
7.	Easement to Drain Water 5 wide (G)	3094, 3096	Camden Council
8.	Easement for Padmount Substation 2.75 wide (H)	3096	Epsilon Distribution Ministerial Holding Corporation
9.	Restriction on the Use of Land (J) "Fire rating of building material"	3096	Epsilon Distribution Ministerial Holding Corporation
10.	Restriction on the Use of Land (K) "No pool/Spa"	3096	Epsilon Distribution Ministerial Holding Corporation

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Plan of subdivision of Lot 106 in DP1298342, covered by
Council Subdivision Certificate No. [to be inserted]

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, 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
11.	Restriction on the Use of Land "Salinity Plan"	Each lot except lots 3094 - 3096 inclusive	Camden Council
12.	Restriction on the Use of Land "Traffic Acoustic"	3001 – 3012 inclusive 3029 – 3033 inclusive 3062 3092	Camden Council
13.	Positive Covenant (TBC) "Temporary Asset Protection Zone"	3094 3095	Camden Council
14.	Restriction on use of Land (Ramps and Road Related Infrastructure)	Each lot except lots 3094-3096 inclusive	Camden Council
15.	Restriction(s) on use of Land (Building Covenants)	Each lot except lots 3094 – 3096 inclusive	Every other lot 3001 - 3093 inclusive 104/1298342
16.	Restriction(s) on use of Land (Birling Design & Landscape Guidelines)	Each lot except lots 3094 – 3096 inclusive	Every other lot 3001 - 3093 inclusive 104/1298342
17.	Restriction on use of Land (Classification)	Each lot except lots 3094 – 3096 inclusive	Every other lot 3001 - 3093 inclusive 104/1298342
18.	Restriction on use of Land (Height of Dwellings)	3001 3013 3014 3029 3030 3031 3032 3033 3046 3047 3048 3049 3062 3077-3092 inclusive	Every other lot 3001 - 3093 inclusive 104/1298342

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Plan of subdivision of Lot 106 in DP1298342, covered by
Council Subdivision Certificate No. *[to be inserted]*

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, 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
19.	Restriction on use of Land (Front Fencing – Fence Type 3)	3001-3014 inclusive 3029-3033 inclusive 3046-3049 inclusive 3062 3077-3092 inclusive	Every other lot 3001 - 3093 inclusive 104/1298342
20.	Restriction on use of Land (No Alteration to 1.8m Acoustically Rated Fences)	3001 3029 3062 3092	Every other lot 3001 - 3093 inclusive 104/1298342
21.	Restriction on use of Land (No Direct Vehicular Access to [name of street to be confirmed])	3001 3029 3062 3092	Camden Council
22.	Restriction on use of Land (No Subdivision, Dual Occupancy or Secondary Dwellings)	Each lot except lots 3094 – 3096 inclusive	Every other lot 3001 - 3093 inclusive 104/1298342

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, 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	TBD (if required)	TBD	TBD

PART 2 (Terms)

Dictionary

Defined Terms

The following terms have the following meanings where used in this Instrument:

- (a) **Act** means the *Conveyancing Act 1919*.
- (b) **Agent** means a person authorised by the Owner.

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- (c) **Birling Design & Landscape Guidelines** means the design guidelines (as may be varied from time to time) specified by the Design Review Panel which regulate all building and ancillary landscaping work as applicable to the Development.
- (d) **Council** means Camden Council.
- (e) **Design Review Panel** means design review panel constituted from time to time by Birling Estate Developments Pty Ltd ACN 668 807 663.
- (f) **Development** means the whole of the multi-staged development known as "Birling" comprised of the land known as lots 101 to 108 (both inclusive) in deposited plan 1298342, lot 121 in deposited plan 1284706 and lot 4 in deposited plan 1218798 (prior to subdivision for the purpose of the development of Birling) or any future lots created from the subdivision of these parcels.
- (g) **Instrument** means this s88B instrument.
- (h) **Lot Classification Report** means the report titled ***[yet to be identified]*** prepared by ***[yet to be identified]*** and dated ***[not yet known]***.
- (i) **Owner** means a person who is entitled to an estate or interest in possession in a lot from time to time.
- (j) **Traffic Assessment Acoustic Report** means the approved acoustic report "Birling Desktop Traffic Noise Assessment for Stage 3, 4 & 5 TM564-04F02(r2)" dated 09 April 2025 prepared by Renzo Tonin & Associates Acoustics.

1 Terms of easement to Drain Water 1.5 wide (A) numbered 1 in the abovementioned plan

- 1.1 An easement to drain water on the terms set out in Part 3 of Schedule 8 of the *Conveyancing Act, 1919*, as amended, is created.
- 1.2 The Owner of the lot burdened is not permitted to alter the surface level, carry out any excavation or restrict access within that part of the lot burdened denoted (A) in the abovementioned plan.

Name of person or authority empowered to release, vary or modify the easement to Drain Water 1.5 wide (A) numbered 1 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

2 Terms of easement to Drain Water 1.5 wide & variable (B) numbered 2 in the abovementioned plan

- 2.1 An easement to drain water on the terms set out in Part 3 of Schedule 8 of the *Conveyancing Act, 1919*, as amended, is created.
- 2.2 The Owner of the lot burdened is not permitted to alter the surface level, carry out any excavation or restrict access within that part of the lot burdened denoted (B) in the abovementioned plan.

Name of person or authority empowered to release, vary or modify the easement to Drain Water 1.5 wide and variable (B) numbered 2 in the abovementioned plan

Camden Council

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The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

3 Terms of easement for Support & Maintenance 0.9 wide 'Zero lot line' (C) numbered 3 in the abovementioned plan

3.1 The Owner of the lot burdened grants:

- (a) to the Owner of the lot benefited full and free right and liberty to have a building or any part of a building or any structure erected on the lot benefited, supported, upheld and maintained by the soil and structure erected in that portion of the lot burdened denoted (C) in the abovementioned plan; and
- (b) to the Owner of the lot benefited, and every Agent of the Owner of the lot benefited, full and free right and liberty to enter upon the lot burdened with any tools, implements or machinery necessary and remain there for any reasonable time for the purpose of repairing and maintaining any part of the soil and structure erected on that portion of the lot burdened denoted (C) in the abovementioned plan.

3.2 The Owner of the lot burdened must not allow any part of a building or any structure or item to be constructed or to remain on that portion of the lot burdened denoted (C) in the abovementioned plan that would prevent or constrain access by the Owner of the lot benefited to that portion of the lot burdened denoted (C) in the abovementioned plan.

3.3 The Owner of the lot benefited may:

- (a) at the expiration of a reasonable notice period (in the circumstances) given to the Owner or occupier of the lot burdened, use that portion of the lot burdened denoted (C) in the abovementioned plan, for the purpose of carrying out necessary work (including but not limited to construction, maintenance and repair) on:
 - (i) the lot benefited; and
 - (ii) any structure constructed or to be constructed by the Owner of the lot benefited, which cannot otherwise reasonably be carried out;
- (b) do anything reasonably necessary for the purpose set out in clause 3.3(a) including:
 - (i) entering into the lot burdened;
 - (ii) taking anything onto the lot burdened; and
 - (iii) carrying out the necessary works.

3.4 In exercising the powers in this easement, the Owner of the lot benefited must:

- (a) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

Name of person or authority empowered to release, vary or modify the easement for Support & Maintenance 0.9 wide 'Zero lot line' (C) numbered 3 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

4 Terms of easement for Support & Maintenance 1.5 wide 'Ret. Wall' (D) numbered 4 in the abovementioned plan

4.1 The Owner of the lot burdened grants to the Owner of the lot benefited:

- (a) full and free right and liberty to have the retaining wall, any part of the retaining wall or any structure appurtenant to the retaining wall constructed on the lot benefited, supported, upheld and maintained by the soil and any structure erected in that portion of the lot burdened denoted (D) in the abovementioned plan; and
- (b) full and free right for the Owner of the lot benefited and every Agent of the Owner of the Lot benefited, to:
 - (i) at the expiration of a reasonable notice period (in the circumstances) given to the Owner or occupier of the lot burdened, use that portion of the lot burdened denoted (D) in the abovementioned plan, for the purpose of carrying out necessary work (including but not limited to construction, maintenance and repair) on the retaining wall located on the lot benefited which cannot otherwise reasonably be carried out;
 - (ii) do anything reasonably necessary for the purpose set out in clause including:
 - (A) entering into the lot burdened;
 - (B) taking anything onto the lot burdened; and
 - (C) carrying out the necessary works.

4.2 In exercising the powers in this easement, the Owner of the lot benefited must:

- (a) ensure all work carried out from the lot burdened is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

4.3 The Owner of the lot burdened is not permitted to alter the surface level, carry out any excavation or restrict access within that part of the lot burdened denoted (D) in the abovementioned plan.

Name of person or authority empowered to release, vary or modify the easement for Support & Maintenance 1.5 wide 'Ret. Wall' (D) numbered 4 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

5 Terms of easement for Support & Maintenance 0.9 wide 'Ret. Wall' (E) numbered 5 in the abovementioned plan

5.1 The Owner of the lot burdened grants to the Owner of the lot benefited:

- (a) full and free right and liberty to have the retaining wall, any part of the retaining wall or any structure appurtenant to the retaining wall constructed on the lot benefited, supported, upheld and maintained by the soil and any structure erected in that portion of the lot burdened denoted (E) in the abovementioned plan; and
- (b) full and free right for the Owner of the lot benefited and every Agent of the Owner of the Lot benefited, to:
 - (i) at the expiration of a reasonable notice period (in the circumstances) given to the Owner or occupier of the lot burdened, use that portion of the lot burdened denoted (E) in the abovementioned plan, for the purpose of carrying out necessary work

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(including but not limited to construction, maintenance and repair) on the retaining wall located on the lot benefited which cannot otherwise reasonably be carried out;

- (ii) do anything reasonably necessary for the purpose set out in clause including:
 - (A) entering into the lot burdened;
 - (B) taking anything onto the lot burdened; and
 - (C) carrying out the necessary works.

5.2 In exercising the powers in this easement, the Owner of the lot benefited must:

- (a) ensure all work carried out from the lot burdened is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

5.3 The Owner of the lot burdened is not permitted to alter the surface level, carry out any excavation or restrict access within that part of the lot burdened denoted (E) in the abovementioned plan.

Name of person or authority empowered to release, vary or modify the easement for Support & Maintenance 0.9 wide 'Ret. Wall' (E) numbered 5 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects

6 Terms of easement for Support & Maintenance 1.5 wide 'Zero lot line' (F) numbered 6 in the abovementioned plan

6.1 The Owner of the lot burdened grants:

- (a) to the Owner of the lot benefited full and free right and liberty to have a building or any part of a building or any structure erected on the lot benefited, supported, upheld and maintained by the soil and structure erected in that portion of the lot burdened denoted (F) in the abovementioned plan; and
- (b) to the Owner of the lot benefited, and every Agent of the Owner of the lot benefited, full and free right and liberty to enter upon the lot burdened with any tools, implements or machinery necessary and remain there for any reasonable time for the purpose of repairing and maintaining any part of the soil and structure erected on that portion of the lot burdened denoted (F) in the abovementioned plan.

6.2 The Owner of the lot burdened must not allow any part of a building or any structure or item to be constructed or to remain on that portion of the lot burdened denoted (F) in the abovementioned plan that would prevent or constrain access by the Owner of the lot benefited to that portion of the lot burdened denoted (F) in the abovementioned plan.

6.3 The Owner of the lot benefited may:

- (a) at the expiration of a reasonable notice period (in the circumstances) given to the Owner or occupier of the lot burdened, use that portion of the lot burdened denoted (F) in the abovementioned plan, for the purpose of carrying out necessary work (including but not limited to construction, maintenance and repair) on:
 - (i) the lot benefited; and
 - (ii) any structure constructed or to be constructed by the Owner of the lot benefited, which cannot otherwise reasonably be carried out;

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- (b) do anything reasonably necessary for the purpose set out in clause 6.3(a) including:
 - (i) entering into the lot burdened;
 - (ii) taking anything onto the lot burdened; and
 - (iii) carrying out the necessary works.

6.4 In exercising the powers in this easement, the Owner of the lot benefited must:

- (a) ensure all work on the lot benefited is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

Name of person or authority empowered to release, vary or modify the easement for Support & Maintenance 0.9 wide 'Zero lot line' (F) numbered 6 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

7 Terms of easement to Drain Water 5 wide (G) numbered 7 in the abovementioned plan

7.1 An easement to drain water on the terms set out in Part 3 of Schedule 8 of the *Conveyancing Act, 1919*, as amended, is created.

7.2 The Owner of the lot burdened is not permitted to alter the surface level, carry out any excavation or restrict access within that part of the lot burdened denoted (G) in the abovementioned plan.

Name of person or authority empowered to release, vary or modify the easement to Drain Water 5 wide (G) numbered 7 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

8 Terms of easement for Padmount Substation 2.75 wide (H) numbered 8 in the abovementioned plan

8.1 The terms set out in Section 1 of Memorandum No. AR578978 registered at NSW Land Registry Services are incorporated into this Instrument.

Name of person or authority empowered to release, vary or modify the easement for Padmount Substation 2.75 wide (H) numbered 8 in the abovementioned plan

Epsilon Distribution Ministerial Holding Corporation

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

9 Terms of restriction on Use of Land (J) 'Fire Rating of Building Material' numbered 9 in the abovementioned plan

9.1 The terms set out in Section 8 of Memorandum No. AR578978 registered at NSW Land Registry Services are incorporated into this Instrument.

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Name of person or authority empowered to release, vary or modify the restriction on Use of Land (J) 'Fire Rating of Building Material' numbered 9 in the abovementioned plan

Epsilon Distribution Ministerial Holding Corporation

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

10 Terms of restriction on Use of Land (K) 'No pool / Spa' numbered 10 in the abovementioned plan

10.1 The terms set out in Section 9 of Memorandum No. AR578978 registered at NSW Land Registry Services are incorporated into this Instrument.

Name of person or authority empowered to release, vary or modify the restriction on Use of Land (K) 'No pool / Spa' numbered 10 in the abovementioned plan

Epsilon Distribution Ministerial Holding Corporation

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

11 Terms of restriction on Use of Land 'Salinity Plan' numbered 11 in the abovementioned plan

11.1 In this restriction "Salinity Plan" means the Salinity Investigation and Management Plan 204684.01 dated June 2022, prepared by Douglas Partners.

11.2 No construction work including earthworks, imported fill, landscaping, buildings, and associated infrastructure is permitted on the lot burdened unless carried out, or constructed in accordance with the Salinity Plan.

11.3 No building shall be constructed on the lot burdened unless the footings / foundations have been designed by a qualified Civil and or Structural Engineer.

Name of person or authority empowered to release, vary or modify the restriction on Use of Land 'Salinity Plan' numbered 11 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

12 Terms of restriction on Use of Land 'Traffic Acoustic' numbered 12 in the abovementioned plan

12.1 No dwelling, boundary fence or improvement shall be constructed on the lot burdened unless constructed in accordance with the noise control treatment recommendations in the Traffic Assessment Acoustic Report.

Name of person or authority empowered to release, vary or modify the restriction on Use of Land 'Traffic Acoustic' numbered 12 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

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Plan of subdivision of Lot 106 in DP1298342, covered by
Council Subdivision Certificate No. [to be inserted]**13 Terms of positive covenant 'Temporary Asset Protection Zone' (x) (yet to be identified) numbered 13 in the abovementioned plan**

13.1 The Owner of the lot burdened must manage that part of the lot burdened denoted (X) (**yet to be identified**) in the abovementioned plan as an Asset Protection Zone (APZ) in accordance with Appendix 4 of Planning for Bush Fire Protection 2019.

13.2 No building or improvement shall be constructed on that part of the lot burdened denoted (X) (**yet to be identified**) in the abovementioned plan other than Class 10 non-habitable structures as defined in The National Construction Code (Building Classifications).

Name of person or authority empowered to release, vary or modify the positive covenant 'Temporary Asset Protection Zone' (X) (yet to be identified) numbered 13 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

14 Terms of restriction on Use of Land (Ramps and Road Related Infrastructure) numbered 14 in the abovementioned plan

14.1 No driveway is permitted to be constructed on a lot within 1m of pram ramps or in locations where it would conflict with other road related infrastructure.

Name of person or authority empowered to release, vary or modify the restriction on Use of Land (Ramps and Road Related Infrastructure) numbered 14 in the abovementioned plan

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

15 Terms of restriction on Use of Land (Building Covenants) numbered 15 in the abovementioned plan

15.1 In this restriction on use of land, **Birling** means Birling Estate Pty Ltd ACN 657 548 073 and each of its successors and assigns excluding purchasers on sale.

15.2 No fencing shall be constructed or erected on the lot burdened to divide it from any adjoining land owned by Birling unless Birling grants its consent to the construction or erection of the fencing and the fencing is constructed or erected without expense to Birling or its successors or assigns (other than purchasers of lots).

15.3 No structure of a temporary or relocatable character or nature which is intended for habitation, including, but without limitation, any tent, shed, shack, garage, trailer, camper or caravan, shall be used at any time as a dwelling or residence on the lot burdened.

15.4 No commercial activity, including without limitation, the operation of a display home, shall be conducted or carried out on any lot burdened without the approval of Birling.

15.5 No wall of any dwelling constructed on the lot burdened is to be located within 900mm of the side boundary of the lot burdened unless there is a registered easement for support and maintenance addressing the support, access and maintenance obligations benefiting the adjoining lot.

15.6 No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.

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15.7 No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.

15.8 No animal breeding shall be conducted or carried out on any lot burdened.

15.9 No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.

15.10 No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Birling having been given to the Owner of the lot burdened. The required approval may be given or withheld at the absolute discretion of Birling but nothing in this restriction shall prevent the Owner of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the dwelling on the relevant lot burdened is for sale if: -

- (a) a dwelling is constructed on the lot burdened;
- (b) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
- (c) any such sign is painted and/or decorated in its entirety by a professional signwriter.

15.11 No motor truck, lorry, semi-trailer or commercial vehicle with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to be parked on any lot burdened, adjoining lot and/or public street unless the same is used in connection with the construction of a dwelling on the relevant lot burdened.

15.12 No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened unless the lot burdened is maintained in clean and tidy condition as is practicable having regard to the nature of the construction on the lot burdened.

15.13 No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place but nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.

15.14 No air conditioning plant and/or equipment shall be installed or permitted to remain on any building constructed on the lot burdened unless the same is either:

- (a) not visible from any public road and/or place; or
- (b) is screened from any public road and/or place in a manner approved by Birling.

15.15 No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.

15.16 No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.

15.17 No child minding centre, day care centre, preschool, long day care centre, kindergarten, occasional childminding centre or such other like childminding facility or activity shall be constructed or permitted to remain or conducted or carried out on the lot burdened without the prior written consent of Birling having been given to the Owner of the lot burdened. The required approval may be given or withheld at the absolute discretion of Birling.

15.18 No visually obtrusive or unsightly items such as hot water storage tanks, rain water tanks, utility metres, roof and window mounted air-conditioning units, condensers, solar roof collectors, air-conditioning service lines, clotheslines, aerials, gardens sheds etc are to be directly visible from the street/public places and should have a minimal visual impact on an adjacent dwelling including their private open space.

15.19 No external (attached to the outer side of the façade or windows of a dwelling) shutters, blinds, canopies, awnings, security devices or any external improvement visible from the ground level outside the lot burdened other than fly screens is to be constructed, installed or maintained on or in a lot burdened.

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Plan of subdivision of Lot 106 in DP1298342, covered by
Council Subdivision Certificate No. *[to be inserted]*

15.20 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view outside the lot burdened and do not omit odours.

15.21 No vehicle may be parked on a lot burdened unless it is parked:

- (a) in a garage or driveway on the lot burdened; or
- (b) in an area designated as being an area where a vehicle may be parked.

15.22 No boats, trailers, caravans, campers or like vehicles or unregistered vehicles shall be parked or remain parked on or in a lot burdened if the boat, trailer, caravan, camper, like vehicle or unregistered vehicle is visible from the ground level outside the lot burdened.

15.23 No overgrown vegetation, weeds, grass or greenery shall be permitted to remain on a lot burdened.

15.24 No dwelling on a lot burdened shall be permitted to fall into disrepair.

Name of person or authority empowered to release, vary or modify the restriction on Use of Land (Building Covenants) numbered 15 in the abovementioned plan

Birling Estate Pty Ltd ACN 657 548 073 and/or its successors, nominees and/or assigns (other than purchasers on sales) for such period as it is the Owner of any lot or any part or interest in any lot in the abovementioned plan or is the Owner of any lot or any part or interest in any lot benefited by this restriction on Use of Land.

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

16 Terms of restriction on the Use of Land (Birling Design & Landscape Guidelines) numbered 16 in the abovementioned plan

16.1 No building, driveway or pathway shall be constructed on the lot burdened, and the Owner of the lot burdened must not make or consent to the making of an application to the Council or a private certifying authority for a development consent or complying development certificate to approve or certify a building, driveway or pathway to be constructed on the lot burdened, unless the building, driveway, pathway and ancillary landscaping and fencing complies with:

- (a) the Birling Design & Landscape Guidelines; and
- (b) any other conditions required by any relevant consent authority.

16.2 The Owner of the lot burdened must not do any of the following unless and until the Owner of the lot burdened obtains the prior written approval of the Design Review Panel:

- (a) erect any building or structure;
- (b) carry out any siteworks (including fencing, excavation, filling or retaining walls);
- (c) erect a fence or wall;
- (d) construct a driveway;
- (e) erect any external sign, hoarding, tank, clothes line, letter box, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any building; or
- (f) erect or place any external floodlights or spotlights to any lights illuminating any pool or other similar enclosure.

16.3 These restrictions shall expire and have no further force or effect on the date being two years after the date an occupancy certificate is issued to the Owner of a dwelling approved by the Design Review Panel on the last remaining lot in the Development such that there are no further vacant lots in the Development Site (excluding any lots upon which no dwelling is permitted to be constructed).

Name of person or authority empowered to release, vary or modify the restriction on the Use of Land (Birling Design & Landscape Guidelines) numbered 16 in the abovementioned plan

Plan: DP1318906 (DRAFT)Plan of subdivision of Lot 106 in DP1298342, covered by
Council Subdivision Certificate No. *[to be inserted]*

Birling Estate Pty Ltd ACN 657 548 073 and/or its successors, nominees and/or assigns (other than purchasers on sales) for such period as it is the Owner of any lot or any part or interest in any lot in the abovementioned plan or is the Owner of any lot or any part or interest in any lot benefited by this restriction on Use of Land.

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

17 Terms of restriction on Use of Land (Classification) numbered 17 in the abovementioned plan

17.1 No building shall be constructed on the lot burdened, no landscaping shall be carried out on the lot burdened and no works shall be carried out on the lot burdened other than in accordance with the provisions of the Lot Classification Report relevant to the lot burdened.

Name of person or authority empowered to release, vary or modify the restriction on Use of Land (Classification) numbered 17 in the abovementioned plan

Birling Estate Pty Ltd ACN 657 548 073 and/or its successors, nominees and/or assigns (other than purchasers on sales) for such period as it is the Owner of any lot or any part or interest in any lot in the abovementioned plan or is the Owner of any lot or any part or interest in any lot benefited by this restriction on Use of Land.

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

18 Terms of restriction on Use of Land (Height of Dwellings) numbered 18 in the abovementioned plan

18.1 No dwelling shall be constructed or permitted to be constructed or remain on the lots burdened other than double storey dwellings.

Name of person or authority empowered to release, vary or modify the restriction on Use of Land (Height of Dwellings) numbered 18 in the abovementioned plan

Birling Estate Pty Ltd ACN 657 548 073 and/or its successors, nominees and/or assigns (other than purchasers on sales) for such period as it is the Owner of any lot or any part or interest in any lot in the abovementioned plan or is the Owner of any lot or any part or interest in any lot benefited by this restriction on Use of Land.

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

19 Terms of restriction on the Use of Land (Front Fencing – Fence Type 3) numbered 19 in the abovementioned plan

19.1 No dwelling shall be constructed or permitted to be constructed or remain on a lot burdened unless a front fence (facing the street) is also constructed or established on the lot burdened and that the front fence complies with:

- (a) the Fence Type 3 requirements in the Birling Design & Landscape Guidelines; and
- (b) any other conditions required by any relevant consent authority.

19.2 These restrictions shall expire and have no further force or effect on the date being two years after the date an occupancy certificate is issued to the Owner of a dwelling approved by the Design Review Panel on the last remaining lot in the Development such that there are no further vacant lots in the Development Site (excluding any lots upon which no dwelling is permitted to be constructed).

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Plan of subdivision of Lot 106 in DP1298342, covered by
Council Subdivision Certificate No. *[to be inserted]*

Name of person or authority empowered to release, vary or modify the restriction on the Use of Land (Front Fencing – Fencing Type 3) numbered 19 in the abovementioned plan

Birling Estate Pty Ltd ACN 657 548 073 and/or its successors, nominees and/or assigns (other than purchasers on sales) for such period as it is the Owner of any lot or any part or interest in any lot in the abovementioned plan or is the Owner of any lot or any part or interest in any lot benefited by this restriction on Use of Land.

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

20 Terms of restriction on the Use of Land (No Alteration to 1.8m Acoustically Rated Fences) numbered 20 in the abovementioned plan

20.1 The Owner of the lot burdened must not alter, damage, remove or replace the 1.8m high acoustically rated boundary fences constructed by the original owner on the lot burdened as required in the Traffic Assessment Acoustic Report (**Acoustically Rated Fences**) unless and until the Owner of the lot burdened obtains the prior written approval of the Design Review Panel.

20.2 The Owner of the lot burdened is responsible at its cost:

- (a) for the repair and maintenance of the Acoustically Rated Fences; and
- (b) to keep the Acoustically Rated Fences in good order, repair and condition; and
- (c) if damaged or otherwise necessary, to replace the Acoustically Rated Fences in whole or in part, such partial or total replacement to be in accordance with the noise control treatment recommendations in the Traffic Assessment Acoustic Report for the lot burdened and subject to the Owner of the lot burdened obtaining the prior written approval of the Design Review Panel.

Name of person or authority empowered to release, vary or modify the restriction on the Use of Land (No Alteration to 1.8m Acoustically Rated Fences) numbered 20 in the abovementioned plan

Birling Estate Pty Ltd ACN 657 548 073 and/or its successors, nominees and/or assigns (other than purchasers on sales) for such period as it is the Owner of any lot or any part or interest in any lot in the abovementioned plan or is the Owner of any lot or any part or interest in any lot benefited by this restriction on Use of Land.

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

21 Terms of restriction on Use of Land (No Direct Vehicular Access to [Name to be confirmed]) numbered 21 in the abovementioned plan

21.1 The Owner of the lot burdened must not have driveways or any access point for vehicles including but not limited to cars, motorcycles, or other motorised and electric vehicles, on the lot burdened that provide direct access to and from the secondary sub-arterial road referred to in the abovementioned plan as *[Name to be confirmed – referred to in draft Deposited Plan 1318906 as 'ROAD (12.45 WIDE) XXXXXX' (Sheet 2 of 5) and 'ROAD (12.45 & 29.1 WIDE) XXXXXX' (Sheet 3 of 5)]*.

21.2 Vehicles must not enter and exit the lot burdened other than from the primary residential street or road in front of the lot burdened.

Name of person or authority empowered to release, vary or modify the restriction on Use of Land (No Direct Vehicular Access to [Name to be confirmed]) numbered 21 in the abovementioned plan

Plan: DP1318906 (DRAFT)

Plan of subdivision of Lot 106 in DP1298342, covered by
Council Subdivision Certificate No. *[to be inserted]*

Camden Council

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

22 Terms of restriction on Use of Land (No Subdivision, Dual Occupancy or Secondary Dwellings) numbered 22 in the abovementioned plan

22.1 The Owner of the lot burdened must not undertake or allow to be undertaken any Prohibited Development on the lot burdened notwithstanding the permissibility of the Prohibited Development.

22.2 Prohibited Development means:

- (a) any subdivision of the lot including but not limited to a strata or deposited plan subdivision; or
- (b) the erection of a dual occupancy being either:
 - (i) 2 dwellings on the lot attached to each other; or
 - (ii) 2 detached dwellings on the lot; or
- (c) a secondary dwelling on the lot including but not limited to 'granny flat' secondary dwellings.

Name of person or authority empowered to release, vary or modify the restriction on Use of Land (No Subdivision, Dual Occupancy or Secondary Dwellings) numbered 22 in the abovementioned plan

Birling Estate Pty Ltd ACN 657 548 073 and/or its successors, nominees and/or assigns (other than purchasers on sales) for such period as it is the Owner of any lot or any part or interest in any lot in the abovementioned plan or is the Owner of any lot or any part or interest in any lot benefited by this restriction on Use of Land.

The cost and expense of such release, variation or modification shall be borne by the person or corporation requesting same in all respects.

Plan: DP1318906 (DRAFT)

Plan of subdivision of Lot 106 in DP1298342, covered by
Council Subdivision Certificate No. *[to be inserted]*

Execution by Registered Proprietor

**Executed by Birling Estate Pty Ltd ACN 657 548
073 in accordance with section 127 of the
Corporations Act 2001**

.....
Signature of director

.....
Signature of director/secretary

.....
Name of director – BLOCK LETTERS

.....
Name of director/secretary – BLOCK LETTERS

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

Execution by the Prescribed Authority

This document was signed in counterpart and was witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000.

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

Executed by Prescribed Authority by its Authorised delegate pursuant to s.377 Local Government Act 1993

.....
Signature of Witness*

.....
Signature of Authorised Delegate

Electronic signature of me, ,
affixed by me, or at my direction, on at

.....
Electronic signature of me, ,
affixed by me, or at my direction, on at

.....
Name of Witness

.....
Name of Authorised Delegate

.....
Address of Witness

.....
Position of Authorised Delegate

Plan: DP1318906 (DRAFT)

Plan of subdivision of Lot 106 in DP1298342, covered by
Council Subdivision Certificate No. *[to be inserted]*

I certify that the attorney signed this instrument
in my presence.

Signed by the attorney named below who signed this
instrument pursuant to the power of attorney specified for
**Endeavour Energy Network Asset Partnership (ABN 30 586
412 717)** on behalf of **Epsilon Distribution Ministerial
Holding Corporation (ABN 59 253 130 878)** pursuant to
section 36 of the *Electricity Network Assets (Authorised
Transactions) Act 2015 (NSW)*

Signature of witness:

Signature of attorney:

Name of witness:

Name and position of attorney:

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Power of attorney: Book No

Signing on behalf of:
Endeavour Energy Network Asset Partnership ABN 30 586 412
717

Endeavour Energy reference:

Date of signature:

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