

## SCHEDULE OF EASEMENTS

**NOTE:** THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.

Registered Number

# DRAFT

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### EASEMENTS AND PROFITS

Each lot on the plan is together with:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
- (2) any easements or profits a prendre described hereunder.

Each lot on the plan is subject to:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
- (2) any easements or profits a prendre described hereunder.

The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

Lots 2 to 9 inclusive, Lots 14 to 16 inclusive, Lots 24 to 28 inclusive, Lots 30 to 33 inclusive, Lots 38 to 44 inclusive, Lots 11, 19, 35 and Lot 37 on the Plan are each subject to a right of drainage for Brighton Council over the Drainage Easements shown on the Plan passing through such lots.

### RIGHTS OF WAY

Each lot shown on the Plan is together with a right of way as created by and subject to the conditions set forth in Sealed Plan No. 41041 over the Right of Way (Private) 18.00 wide shown passing through Lot 76 on Sealed Plan No. 101996.

### COVENANTS

The owner of each Lot on the Plan covenants with the Vendors WESTWOOD PROPERTIES PTY LTD and the owners for the time being of every other Lot shown on the Plan to the intent that the burden of these covenants may run with and bind the coventor's Lot and every part thereof and that benefit thereof shall be annexed to and devolve with each and every other part of every other Lot shown on the Plan to observe the following stipulations:-

The Vendors WESTWOOD PROPERTIES PTY LTD reserve the right in relation to restrictive covenant or condition numbered 2 herein to make any Lots on the Plan free and except from the restrictive covenants or conditions or waive or alter the restrictive covenant as to any Lot on the Plan.

1. Not to erect on such Lot a log cabin or transportable home.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: WESTWOOD PROPERTIES PTY LTD, STRATA CORPORATION NO. 132808, 1455 EAST DERWENT HIGHWAY OLD BEACH

FOLIO REF: Vol.132808 Fol. 2, Vol.132808 Fol. 0

SOLICITOR & REFERENCE:

PLAN SEALED BY: Brighton Council

DATE: .....

.....  
REF NO.

.....  
Council Delegate

**NOTE:** The Council Delegate must sign the Certificate for the purposes of identification.

**ANNEXURE TO  
SCHEDULE OF EASEMENTS**

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Registered Number

SUBDIVIDER: WESTWOOD PROPERTIES PTY LTD, STRATA CORPORATION NO. 132808, 1455 EAST  
DERWENT HIGHWAY OLD BEACH  
FOLIO REFERENCE: Vol. 132808 Fol. 2, Vol. 132808 Fol. 0

2. Not to erect any building (excluding a glass house) detached from the dwelling house on the said Lot in any material other than that of which the exterior walls of the dwelling house are mainly constructed and with other than a roof material the same as the roof of the dwelling house.
3. Not to subdivide any of the Lots on the Plan.

**INTERPRETATION**

Subdivide shall have the same meaning as defined in section 80(1) of the Local Government (Building and Miscellaneous Provisions) Act 1993.

**FENCING PROVISION**

In respect of each Lot shown on the Plan the Vendor WESTWOOD PROPERTIES PTY LTD shall not be required to fence.

**THE COMMON SEAL OF WESTWOOD** )  
**PROPERTIES PTY LTD** ACN 050 482 310 )  
the Registered Proprietor of the land comprised )  
in Certificate of Title Volume 132808 Folio 2 )  
was hereunto affixed in the presence of: )

**THE COMMON SEAL OF STRATA** )  
**CORPORATION NO. 132808, 1455** )  
**EAST DERWENT HIGHWAY OLD BEACH** )  
the Registered Proprietor of the land comprised )  
in Certificate of Title Volume 132808 Folio 0 )  
was hereunto affixed in the presence of: )

**NOTE:** Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.