

**SCHEDULE OF EASEMENTS**

Registered Number

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

**SP 162760**

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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.

**EASEMENTS**

Lots 13 – 16 and 89 are each subject to a right of drainage 3.00 wide (appurtenant to the Launceston City Council and Tasmanian Water and Sewerage Corporation Limited (Northern Region) Pty Limited (ACN 133 655 062) ("Ben Lomond Water")) over the strips of land marked "DRAINAGE EASEMENT 3.00 WIDE" shown passing through such Lots on the Plan.

Lot 61 is subject to a right of drainage marked "drainage easement 3.00 wide" on the plan attached hereto appurtenant to the Launceston City Council and Ben Lomond Water.

Lots 68 and 89 are subject to a right of drainage marked "Drainage Easement 3.00 wide" on the plan attached hereto appurtenant to Ben Lomond Water.

<sup>is</sup>  
~~Lots 69 and 102~~ are subject to a right of drainage marked "Drainage Easement 1.83 wide" "AB" on the plan attached hereto appurtenant to Lots 1 to 5 respectively on D25202.

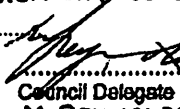
<sup>is</sup>  
~~Lots 69 and 102~~ are subject to a right of drainage marked "Drainage Easement 1.83 wide" "CD" on the plan attached hereto appurtenant to Lots 2 to 5 respectively on D25202.

Lot 15 is subject to a right of drainage marked "Drainage Easement LCC 3.00 wide" appurtenant to Launceston City Council.

Each Lot on the Plan is together with a right of drainage over the Drainage Easement 5.00 wide passing through lot 3 on Sealed Plan 156074, and shown on the Plan.

Each Lot on the Plan is together with a right of drainage over the Drainage Easement 1.83 wide marked "BC" on the plan.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: ECOAST HOMES PTY LTD (A.C.N. 114088270) FOLIO REF: VOLUME 160039 FOLIO 99 SOLICITOR ARCHER BUSHBY – G.W. Philpott & REFERENCE: 622766SE	PLAN SEALED BY: LAUNCESTON CITY COUNCIL DATE: 12/10/2011 <del>2009</del> REF NO.  Council Delegate M. REYNOLDS
<b>NOTE: The Council Delegate must sign the Certificate for the purposes of identification.</b>	

**ANNEXURE TO  
SCHEDULE OF EASEMENTS**

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Registered Number

**SP 162760**

SUBDIVIDER: ECOAST HOMES PTY LTD (A.C.N. 114 096 270)  
FOLIO REFERENCE: VOL. 160039 FOLIO 99

**COVENANTS**

The owner of each Lot shown the Plan covenants with the Vendor (Ecoast Homes Pty Ltd) and the owner for the time being of every other Lot shown on the Plan to the intent that the burden of this covenant shall run with and bind the Covenantor's Lot and every part thereof and that the benefit thereof will be annexed to and devolve with each and every other Lot on the Plan to observe the following stipulations:

- (a) Not to erect on the said Lot without the written consent of the Vendor any building with a floor area of less than 120m<sup>2</sup> (other than any usual outbuildings appurtenant to any dwelling house constructed on the Lot).
- (b) That no dwelling house or garage or garages or the outbuildings usually appurtenant to and normally used in connection with a dwelling house shall be constructed on the said Lot which, except with the written approval of the Vendor:
  - (i) Is a construction or re-erection of any building which has been pulled down or demolished;
  - (ii) Is a relocation of a previously erected building;
  - (iii) Has it's exterior walls or roof clad with previously used or second hand materials; or
  - (iv) Has it's exterior walls constructed from material other than predominantly brick, brick veneer, rock or timber or a combination of those materials.
- (c) Not to keep or allow to be kept on the said Lot any greyhounds, pigs, goats, snakes, native animals or horses.
- (d) Not to keep or allow to be kept on the said Lot any birds, reptiles or other animal species for commercial purposes.
- (e) Not to keep or allow to be kept on the said Lot more than two (2) domestic birds, cats or dogs or any combination thereof.
- (f) Not to affix or display on any wall or fence upon the said Lot any posters, bills or advertisements (except any notice or advertisement in the usual form for the sale or letting of the said Lot or any building erected thereon) or any hoarding or structure for use as a bill posting or advertising station and in the event of any breach hereof the Vendor his servants or agents may at any time without notice to the owner enter upon the said Lot and remove any poster bill advertisement hoarding or structure which may be affixed displayed or erected thereon in contravention of this covenant.
- (g) Not to store or allow to be stored on the said Lot any earthmoving equipment or motor vehicles exceeding 4.5 tonne gross vehicle mass.
- (h) Not to permit the main building on the said Lot to be used for any purposes other than a private dwelling or residential flats or home units.
- (i) Not to sell, offer for sale or allow to be sold from the said Lot any sand, gravel or soils.

**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.

**ANNEXURE TO  
SCHEDULE OF EASEMENTS**

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- (j) Not to erect or place upon the said Lot any shop, building or erection whatsoever for the purpose of selling or offering or exposing for sale therein any articles, wares or merchandise whatsoever.
- (k) Not to adhere the said Lot with any other Lot on the Plan.

**FENCING CONDITION COVENANT**

The owner of each Lot on the Plan covenants with the Vendor (Ecoast Homes Pty Ltd) that the Vendor shall not be required to fence.

EXECUTED by ECOAST HOMES PTY LTD )  
(A.C.N. 114 096 270) in accordance with )  
Section 127 of the Corporations Act )

  
.....  
Director

  
.....  
Director / Secretary

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