

Annexure "A"

Terms of Restriction on the Use of Land

THE LAND BURDENED BY THIS RESTRICTION ON THE USE OF LAND IS:

LOT DP **OWNERS:**

The registered proprietors covenant with the Northern Beaches Council (Council) that they will not:

- I. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
- II. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.
- III. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the **on-site stormwater detention** system constructed on the land as detailed on plans approved by **Council DA No.** including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION REFERRED TO:

NORTHERN BEACHES COUNCIL

NORTHERN BEACHES COUNCIL by its delegate pursuant to S.377 Local Government Act 1993.

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Signature of delegate

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Name of delegate

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

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

Annexure "A"

Terms of Positive Covenant

THE LAND BURDENED BY THIS POSITIVE COVENANT IS: LOT

DP **OWNERS:**

The registered proprietors covenant with the Northern Beaches Council (Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

- I. The registered proprietor will:
 - i. keep the structure and works clean and free from silt, rubbish and debris
 - ii. maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
- II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- III. The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the structure and works, or failure to clean, maintain and repair the structure and works.
- IV. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.
- V. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
 - i. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in IV hereof.
 - ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (a) Any expense reasonably incurred by it in exercising its powers under sub-paragraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.

- (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

VI. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the **on-site stormwater detention system** constructed on the land as detailed on the plans approved by **Council DA No.** including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE COVENANT REFERRED TO:

NORTHERN BEACHES COUNCIL

NORTHERN BEACHES COUNCIL by its delegate pursuant to S.377 Local Government Act 1993.

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Terms of Positive Covenant

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DP **OWNERS:**

The registered proprietors covenant with the Northern Beaches Council (Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

- I. The registered proprietor will:
 - i. keep the structure and works clean and free from silt, rubbish and debris
 - ii. maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

- II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days' notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.

- III. The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the structure and works, or failure to clean, maintain and repair the structure and works.

- IV. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.

- V. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
 - i. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in IV hereof.
 - ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction:

- (a) Any expense reasonably incurred by it in exercising its powers under sub-paragraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
- (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

VI. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the **Pump-out system** constructed on the land as detailed on the plans approved by **Council DA No.**

The Act means the Conveyancing Act 1919.

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NORTHERN BEACHES COUNCIL by its delegate pursuant to S.377 Local Government Act 1993.

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