

RESTRICTION AS TO USE OF LAND – SITE COVER

Annexure..... to Restriction on the use of land and public positive covenant by a Prescribed Authority being the Council of the City of Ryde under section 88E(3) of the Conveyancing Act 1919

Date:

Land being Lot..... in DP

- 1. In these terms-
 - a. "Area" means the site of the restriction or covenant shown or marked on the plan to which these terms relate, and if no such site is shown or marked, then "Area" means the whole, and every part, of the lot burdened;
 - b. "Council" means the Council of the City of Ryde, and includes its servants and authorised agents;
 - c. "Owner" means the registered proprietor for the time being of the lot burdened, their successors and assigns and anyone claiming through the registered proprietor.
 - d. A reference to Area extends to all pipes, drains, walls, kerbs, pits, grates, fencing and all surfaces graded to direct water in, over, under or through the Area;
 - e. Where there is more than one Owner the terms of this covenant and restriction bind the Owners jointly and severally; and
 - f. The singular includes the plural, and vice versa.
- 2. The Owner must not erect, construct or place on or within the Area or permit or suffer to be erected constructed or placed on or within the Area any impervious surfaces without the prior consent in writing of the Council.
- 3. Without limiting any other right of the Council, the Owner indemnifies and agrees to keep indemnified the Council from and against any claim, loss or damage (including legal costs on a full indemnity basis) which the Council may suffer due to, and/or which arises from, the non-compliance with or departure from these terms by the Owner (whether by act or omission).
- 4. The name of the body empowered to release, vary or modify the restriction or covenant referred to in these terms is: **Council of the City of Ryde.**

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

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

Signature of Witness

Signature of Authorised Delegate

Name of Witness

Name of Authorised Delegate

3 Richardson Place, North Ryde 2113

Address of Witness

Position of Authorised Delegate

Execution by the Registered Proprietor (anyone listed on the title is required to sign)

Signature of Witness

Signature of Registered Proprietor/s

Name of Witness

Signature of Registered Proprietor/s

Address of Witness

Consent of the lessee/mortgagee/chargee

Signature of Witness

Signature of Mortgagee

Name of Witness

Name of Mortgagee

Address of Witness

Position of Mortgagee