

**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 11 sheets)

Plan: **DP1298647**

Plan of Subdivision of Lot 1900 DP1298646  
covered by Subdivision Certificate No. SC/2018/339/3

Dated 17 October 2025

**Full name and address of the owner of the land:**

Country Garden Wilton East Pty Ltd  
ABN 31 617 612 334  
Suite 7.02, Level 7  
207 Kent Street  
Sydney NSW 2000

**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 (D)	1401 1402 1403 1404 1441 1442  1453  1454	1402 to 1405 inclusive 1403, 1404 & 1405 1404 & 1405 1405 1442 & 1443 1443  Part of Lot 1400 denoted (PF)  Part of Lot 1400 denoted (PF)
2	Easement for Support 0.5 wide (E)	1448 to 1453 inclusive	Part of Lot 1400 denoted (PF)
3	Restriction on The Use of Land (F)	Part of lot 1400	1448 to 1453 inclusive
4	Restriction on the Use of Land (BE)	1435 to 1438 inclusive, 1442 to 1444 inclusive, 1449 to 1451 inclusive & 1453	Wollondilly Shire Council
5	Restriction on the Use of Land	1401 to 1453 inclusive	Every other lot except Lot 1400
6	Easement for Padmount Substation 2.75 Wide (H)	1447	Epsilon Distribution Ministerial Holding Corporation

*Aimee Lee*

Electronic signature of me, Aimee Lee, Team Leader Development Assessment, affixed by me, or at my direction, at 4:10pm on 17 October 2025.



Registered Proprietor (initial)

Wollondilly Shire Council (initial)

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7	Restriction on the Use of Land (J)	Part 1447 & Part 1448	Epsilon Distribution Ministerial Holding Corporation
8	Restriction on the Use of Land (K)	Part 1447 & Part 1448	Epsilon Distribution Ministerial Holding Corporation
9	Positive Covenant	1401 to 1428 Inclusive	Wollondilly Shire Council
10	Restriction on the Use of Land	1401 to 1428 inclusive	Wollondilly Shire Council
11	Restriction on the Use of Land (L)	1401	1402
12	Positive Covenant	1406	Wollondilly Shire Council
13	Right of Carriageway 15 wide (U)	1400	Wollondilly Shire Council
14	Restriction on the Use of Land (W)	1406 to 1428 inclusive	Wollondilly Shire Council
15	Easement to Drain Water 6 wide (G)	1400	Wollondilly Shire Council

**Part 2 (Terms)**

**1. Terms of Easement to Drain Water 1.5 Wide (D) numbered 1 in the Plan.**

An Easement to Drain Water on the terms set out in Part 3 of Schedule 8 of the Conveyancing Act, 1919 (as amended).

Notwithstanding the terms of easements to drain water as set out in Part 3 Schedule 8 of the Conveyancing Act 1919, no alteration to surface levels of the site of the easement shall be permitted without the written consent of Wollondilly Shire Council being firstly obtained.

**Name of authority whose consent is required to release, vary or modify easement numbered 1 in the Plan.**

Wollondilly Shire Council

*Aimee Lee*

Electronic signature of me, Aimee Lee, Team Leader  
Development Assessment, affixed by me, or at my  
direction, at 4:10pm on 17 October 2025.



Registered Proprietor (initial)

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Wollondilly Shire Council (initial)

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**2. Terms of Easement for Support 0.5 wide (E) numbered 2 in the Plan.**

- (a) The owner of the lot burdened must not:
- (i) interfere with the retaining wall or the support it offers, or
  - (ii) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall, or
  - (iii) allow any erection of Structures, excavation, filling or alteration of surface levels and the like to be located in, on or over the easement for support, unless the Structures, excavation, filling or alteration of surface levels have been designed by a qualified structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities.
- (b) If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness or fails to do something which results in damage to the retaining wall or the impairment of its effectiveness, the owner of the lot benefited may serve a notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed within 14 days.
- (c) If the owner of the lot burdened does not comply with the notice set out in clause 8.2 within 14 days, the owner of the lot benefited may:
- (i) enter the lot burdened and repair the damage or remove the impairment, and
  - (ii) recover its reasonable costs from the owner of the lot burdened.
- (d) In exercising those powers, the owner of the lot benefited must:
- (i) ensure all work is done properly, and
  - (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (iii) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (iv) restore the lot burdened as nearly as is practicable to its former condition, and
  - (v) make good any collateral damage.

*Aimee Lee*

Electronic signature of me, Aimee Lee, Team Leader  
Development Assessment, affixed by me, or at my  
direction, at 4:10pm on 17 October 2025.



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(e) Definitions

**Structure** means all improvements and includes buildings, walls, retaining walls, fences, pools and plant and equipment.

**Name of authority empowered to release, vary or modify easement numbered 2 in the Plan.**

Wollondilly Shire Council. The cost and expenses of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

**3. Terms of Restriction on the Use of Land (F) numbered 3 in the Plan.**

(a) No building, erection of Structures, excavation, filling or alteration of surface levels will be permitted on the restricted area of the land marked (F) on the Plan unless:

- (i) the Structure, excavation, filling or alteration of surface levels have been designed by a qualified civil/structural engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities.
- (ii) the Structures are designed so not to impose any additional dead load on the retaining wall located in the restricted area of the land marked (F) and are to be self-supporting.
- (iii) the Structure is founded below the zone of influence of the retaining wall and designed and certified by a suitably qualified structural engineer.
- (iv) no vehicles, including construction vehicles greater than 2 tonnes are to enter upon the restricted area of the land marked (F) on the Plan unless such entry is certified by a suitably qualified structural engineer.

(b) Definitions

**Structure** means all improvements and includes buildings, walls, retaining walls, fences, pools and plant and equipment.

**Name of authority empowered to release, vary or modify restriction numbered 3 in the Plan.**

Wollondilly Shire Council.

*Aimee Lee*

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Development Assessment, affixed by me, or at my  
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**4. Terms of Restriction on the Use of Land (BE) numbered 4 in the Plan**

All dwelling houses (excluding eave overhangs when constructed within the burdened lot) shall be located within the building envelope designated as "BE" on the deposited plan. Ancillary buildings, retaining walls and the like can be outside of the building envelope.

**Name of authority having the right to release, vary or modify the Restriction on the Use of Land numbered 4 in the Plan**

Wollondilly Shire Council

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

**5. Terms of Restriction on the Use of Land numbered 5 in the Plan**

For so long as Country Garden Wilton East Pty Ltd remains the registered proprietor of any benefited lot:

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not construct or allow to be constructed or remain on the lot or any part of it any dwelling, house, outbuilding, or fence without applicable plans and specifications first:

- (a) being submitted to and approved by the Wilton Greens Design Review Committee (DRC); and
- (b) prepared in accordance with the Wilton Greens Design Guidelines as amended from time to time, a copy which can be obtained from the website <https://www.wiltongreens.com.au/>; and
- (c) then only in compliance with any condition imposed by the Wilton Greens Design Review Committee (DRC) in respect of that approval.

**Name of person/s empowered to release, vary or modify Restriction on the Use of Land numbered 5 in the plan.**

- (a) The registered proprietors of the benefited lots or Country Garden Wilton East Pty Ltd for such period as it is the registered proprietor of land in the plan and thereafter the owners of the lot benefited.
- (b) Any release, variation or modification to these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.



Registered Proprietor (initial)

Aimee Lee

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Wollondilly Shire Council (initial)

**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.**

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**6. Terms of Easement for Padmount Substation 2.75 Wide (H) numbered 6 in the Plan.**

The terms set out in Section 1 of Memorandum AR578978 are incorporated into this document.

**Name of authority empowered to release, vary or modify easement numbered 6 in the Plan.**

Epsilon Distribution Ministerial Holding Corporation

**7. Terms of Restriction on the Use of Land (J) numbered 7 in the Plan**

The terms set out in Section 8 of Memorandum AR578978 are incorporated into this document.

**Name of authority having the right to release, vary or modify the Restriction on the Use of Land numbered 7 in the Plan**

Epsilon Distribution Ministerial Holding Corporation

**8. Terms of Restriction on the Use of Land (K) numbered 8 in the Plan**

The terms set out in Section 9 of Memorandum AR578978 are incorporated into this document.

**Name of authority having the right to release, vary or modify the Restriction on the Use of Land numbered 8 in the Plan**

Epsilon Distribution Ministerial Holding Corporation

**9. Terms of positive covenant numbered 9 in the Plan**

9.1 In this covenant, "Acoustic Wall" means the acoustic wall constructed or to be constructed on the lot burdened.

9.2 The owner of lot burdened must: from the first day of year 6 following registration, and thereafter;

- (a) Maintain, repair and reinstate the acoustic wall in good repair and safe condition;
- (b) Remove any graffiti visible from a public place or road as soon as practicable; and
- (c) Not alter, remove or destroy any soil, planting or any part of the fence which forms part of the Acoustic Wall without the prior approval of the Council.

**Name of authority whose consent is required to release, vary or modify positive covenant numbered 9 in the plan.**

Wollondilly Shire Council

*Aimee Lee*

Electronic signature of me, Aimee Lee, Team Leader  
Development Assessment, affixed by me, or at my  
direction, at 4:10pm on 17 October 2025.

.....  
Wollondilly Shire Council (initial)



.....  
Registered Proprietor (initial)

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**10. Terms of Restriction on the Use of Land numbered 10 in the Plan**

No dwelling shall be erected or constructed unless the registered proprietor(s) have constructed or make provision for dwellings to be deemed to comply with indicative noise treatments as defined in the approved acoustic report held by Wollondilly Shire Council with document reference DD010.2018.00000339.001#342.

**Name of authority having the right to release, vary or modify the Restriction on the Use of Land numbered 10 in the plan.**

Wollondilly Shire Council.

**11. Terms of Restriction on the Use of Land (L) numbered 11 in the Plan**

For so long as Country Garden Wilton East Pty Ltd remains the registered proprietor of any benefited lot, the owner of the lot burdened must construct, install, build and maintain fences within the restriction site at its own expense and must ensure that no other structure is erected or permitted to remain within the restriction site.

**Name of person/s empowered to release, vary or modify Restriction on the Use of Land numbered 11 in the plan.**

- (a) The registered proprietors of the benefited lots or Country Garden Wilton East Pty Ltd for such period as it is the registered proprietor of land in the plan and thereafter the owners of the lot benefited.
- (b) Any release, variation or modification to these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the release, variation or modification.

**12. Terms of positive covenant numbered 12 in the Plan**

12.1 In this covenant, "Entry Statement" means the entry statement constructed on the burdened lot comprising backing wall, signage, sculpture, lighting and landscaping as approved by Wollondilly Council under Development Consent DA/2020/290/1.

12.2 The owner of lot burdened must:

- (a) Maintain, repair and reinstate the entry statement in good repair and safe condition;
- (b) Remove any graffiti visible from a public place or road as soon as practicable;
- (c) Not alter, remove or destroy any soil, planting or any part of the Entry Statement without the prior approval of the Council; and



Registered Proprietor (initial)

*Aimee Lee*

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Development Assessment, affixed by me, or at my  
direction, at 4:10pm on 17 October 2025.

Wollondilly Shire Council (initial)

**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.**

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**Name of authority whose consent is required to release, vary or modify positive covenant numbered 12 in the plan.**

Wollondilly Shire Council.

**13. Terms of Right of Carriageway 15 wide (U) numbered 13 in the Plan**

As set out in Part 1 of Schedule 4A of the Conveyancing Act, 1919.

**Name of authority whose consent is required to release, vary or modify positive covenant numbered 13 in the plan.**

Wollondilly Shire Council.

**14. Terms of Restriction on the Use of Land (W) numbered 14 in the Plan**

No dwelling shall be erected on the lot hereby burdened within the area of this restriction shown on the plan and designated "W".

**Name of authority whose consent is required to release, vary or modify positive covenant numbered 14 in the plan.**

Wollondilly Shire Council.

**15. Terms of Easement to Drain Water 6 Wide (G) numbered 15 in the Plan.**

An Easement to Drain Water on the terms set out in Part 3 of Schedule 4A of the Conveyancing Act, 1919 (as amended).

Notwithstanding the terms of easements to drain water as set out in Part 3 Schedule 4A of the Conveyancing Act 1919, no alteration to surface levels of the site of the easement shall be permitted without the written consent of Wollondilly Shire Council being firstly obtained.

**Name of authority whose consent is required to release, vary or modify easement numbered 15 in the Plan.**

Wollondilly Shire Council

*Aimee Lee*

Electronic signature of me, Aimee Lee, Team Leader  
Development Assessment, affixed by me, or at my  
direction, at 4:10pm on 17 October 2025.



.....  
Registered Proprietor (initial)

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Wollondilly Shire Council (initial)

**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.**

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Dated 17 October 2025

**SIGNATURES**

**Execution by Council**

WOLLONDILLY SHIRE COUNCIL by its authorised delegate pursuant to s.377/378 Local Government Act 1993

*Aimee Lee* Electronic signature of me, Aimee Lee, Team Leader Development Assessment, affixed by me, or at my direction, at 4:10pm on 17 October 2025.

.....  
Signature of Delegate

*Aimee Lee*

.....  
Name of Delegate

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

*Chi Wai Kong* Electronic signature of me, Chi Wai Kong, Senior Development Assessment Planner, affixed by me, or at my direction, on 17 October 2025 at 4:18pm.

.....  
Signature of Witness

*Chi Wai Kong*

.....  
Name of Witness

60 Menangle Street, PICTON NSW 2571

.....  
.....  
.....

Address of Witness

*Aimee Lee*

Electronic signature of me, Aimee Lee, Team Leader Development Assessment, affixed by me, or at my direction, at 4:10pm on 17 October 2025.

*ly*

.....  
Registered Proprietor (initial)

.....  
Wollondilly Shire Council (initial)

**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.**

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Dated 17 October 2025

**Execution by Registered Proprietor – Lot 1900 DP12898646**

EXECUTED by:  
**COUNTRY GARDEN WILTON EAST PTY LTD**  
**ABN 31 617 312 334**  
in accordance with Section 127(1) of the Corporations Act  
2001 in the presence of

Director

*K. BIAN*

Name (BLOCK LETTERS)

Director/Secretary

**BINGHONG CHEN**

Name (BLOCK LETTERS)

**Execution by Mortgagee under Mortgage numbered AS756377:  
Golden Strait Development VI Limited**

Signed, sealed and delivered for and on behalf of Golden Strait Development VI Limited ARBN 661 545 160 by its duly appointed attorney of Tricia Monica Maloney under power of attorney dated 23 January 2023 (Registration BK 4807 No 921) who has no notice of revocation of that power of attorney on the presence of:

DocuSigned by:  
*Xiuxiu He*

Witness signature

Xiuxiu He

Witness name (print)

Signed by:  
*Tricia Monica Maloney*

Signature of attorney

Tricia Monica Maloney

Name of attorney

*Aimee Lee*

Electronic signature of me, Aimee Lee, Team Leader  
Development Assessment, affixed by me, or at my  
direction, at 4:10pm on 17 October 2025.

Registered Proprietor (initial)

Wollondilly Shire Council (initial)

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Dated 17 October 2025

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:



Digitally signed by  
Natasha Issac  
Date: 02.04.2025  
11:04 AM

Signature of attorney:



Digitally signed  
by Simon Lawton  
Date: 02.04.2025

Name of witness:

Natasha Issac

Address of witness:  
c/-Endeavour Energy  
Level 41, 8 Parramatta Square  
10 Darcy Street  
Parramatta NSW 2150

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

Name and position of attorney:

Simon Lawton, Strategic Property Manager

Power of attorney:

Book 4833 No. 383

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

Endeavour Energy reference:

URS23695

REGISTERED:



30/10/2025

Aimee Lee

Electronic signature of me, Aimee Lee, Team Leader Development Assessment, affixed by me, or at my direction, at 4:10pm on 17 October 2025.



Registered Proprietor (initial)

.....  
Wollondilly Shire Council (initial)