

View Instrument Details



Instrument No 8645427.10
Status Registered
Date & Time Lodged 25 November 2010 09:21
Lodged By Curtis, Michael Godfrey Bruce
Instrument Type Easement Instrument



Affected Computer Registers	Land District
502933	North Auckland
502934	North Auckland
502935	North Auckland
502936	North Auckland
502937	North Auckland
502938	North Auckland
502939	North Auckland
502940	North Auckland
502941	North Auckland
502942	North Auckland
502943	North Auckland
502944	North Auckland
502945	North Auckland
502946	North Auckland
502947	North Auckland
502948	North Auckland
502949	North Auckland

Annexure Schedule: Contains 4 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 6918429.1 has consented to this transaction and I hold that consent

Signature

Signed by Michael Godfrey Bruce Curtis as Grantor Representative on 22/11/2010 08:03 AM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

Grantee Certifications

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Michael Godfrey Bruce Curtis as Grantee Representative on 22/11/2010 08:03 AM

***** End of Report *****

Easement instrument creating land and fencing covenant

Land Registration District

North Auckland

Grantor

Erin Developments Limited

Grantee

Erin Developments Limited

Grant of Easement or Profit à prendre or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land and fencing covenant	DP 426131	502933	502933
		502934	502934
		502935	502935
		502936	502936
		502937	502937
		502938	502938
		502939	502939
		502940	502940
		502941	502941
		502942	502942
		502943	502943
		502944	502944
		502945	502945
		502946	502946
		502947	502947
		502948	502948
502949	502949		

Covenant provisions

The provisions applying to the specified covenants are those set out in:

Annexure Schedule 1 and 2

ANNEXURE SCHEDULE 1

BACKGROUND

- A. The Grantor is the registered proprietor of the Servient lots. It is the Grantor's intention to create for the benefit of the land comprised in all the Dominant lots the land and fencing covenants set out in Annexure Schedule 1 and 2 TO THE INTENT THAT the Servient lots shall be bound in perpetuity by the stipulations and restrictions set out in Annexure Schedule 1 and Annexure Schedule 2 and that the owners and occupiers for the time being of the Dominant lots may enforce the observation of such restrictions against the owners for the time being of the Servient lots.

TRANSFER AND COVENANT

1. As incidental to the transfer of the fee simple so as to bind each of the Servient lots and for the benefit of the other Dominant lots. The Grantee HEREBY COVENANTS AND AGREES in the manner set out in Annexure Schedule 1 and 2 so that the covenants run in perpetuity with the Servient Lots for the benefit of the Dominant Lots provided however that each Dominant Lot which is also a subject lot shall not have the benefit of any covenant over itself.
2. The parties HEREBY COVENANT AND AGREE that the Grantor shall not be called upon to erect or repair or contribute towards the erection or repair of any dividing or boundary fence between any of the Servient Lots and any adjoining land owned by the Grantor BUT THIS COVENANT AND AGREEMENT shall not enure to the benefit of any Grantee of that adjoining land.
3. The Grantor and Grantee hereby request that the land covenants be noted in the register.

ANNEXURE SCHEDULE 2

It is hereby agreed and declared that the Grantee will:

- a) Not erect or suffer to be erected on the property any building other than a private dwelling house or dwelling unit containing a floor area of not less

than 90 square meters (exclusive of roof overhangs, verandahs, decking, garaging and carports) and buildings accessory to such dwelling having a site coverage area of not more than 60 metres.

- b) Not to permit or suffer the erection of any temporary building or structure upon the land except such as may be used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of the work
- c) Not to permit any building or associated works in the course of construction to be left without substantial work being carried out for a period exceeding three months or to remain uncompleted at the expiry of a period of eighteen months from the commencement of the work.
- d) Not to permit or suffer the use of the land other than for private residential purposes
- e) Not to permit or suffer the land to be occupied or used for residential purposes unless a dwelling house or dwelling unit has been substantially completed in accordance with the terms of this covenant and to the requirements of the appropriate local authority
- f) Not to permit or suffer any rubbish to accumulate or be placed upon the land and not to permit any excessive growth of grass or vegetation so that the same becomes long and unsightly
- g) Not to permit or suffer the storage or accumulation on the property of any building materials other than in the course of the construction of a dwelling or any building accessory thereto, in compliance with the provisions of this covenant
- h) Not to allow to be transported on to the property any existing or rebuilt house unless such house has first been approved in writing by the Vendor or its appointee. Generally any such house shall be near new and constructed of materials which comply with the provision of this covenant
- i) Not to use any pre-used materials in the construction of any buildings or fencing on the property
- j) Not to use roofing materials on any building whatsoever erected on the property other than non-reflective materials which will not cause glare offensive to adjoining owners. Galvanised, zinc or similar coated steel or aluminium roofing which has not been pre-coated with a stone chip or "coloursteel" type finish shall not be used
- k) Not to erect or suffer to be erected on the property any building not having a minimum of 50% of the cladded exterior wall areas clad in one of the following materials

Kiln fired bricks

Concrete bricks, blocks or splitstone

Natural stone
Paint finished plaster stucco
Textured coated harditex or hardiflex
Aluminium sheathed timber boarding
Timber weatherboarding or vertical boarding

- (l) Not to allow any buildings or fences erected on the property to be clad in corrugated iron (other than on roofs) or unpainted materials, provided that the following materials shall be exempted for these preclusions

Shingles
Bricks
Splitstone
Vinyl products
Natural Stone
Coloursteel products
Imported timber wall cladding

All materials required to be painted shall, if not prefinished, be painted within three months of attachment to the building

- (m) Not to bring on to or allow to remain on the property any temporary dwelling, caravan, boat, trade vehicle or other equipment, material or machinery which in the Vendor's opinion is unsightly, unless garaged or screened or which generates noise likely to cause offence to residents of the area
- (n) Not to construct or form any driveway or vehicle accessway on the property other than to a minimum standard or metalled with road metal and all driveways and vehicle accessways shall be kept in a neat and tidy condition
- (o) Not to erect or cause or allow to be erected on the property any building exceeding 6 metres in height
- (p) Not to erect or install any water tank or other water storage vessel which is not located underground or under a patio or enclosed deck of a dwelling or hidden by screen planting