

# View Instrument Details



**Instrument No** 11226777.13  
**Status** Registered  
**Date & Time Lodged** 06 November 2018 17:58  
**Lodged By** Smith, Amelia Krystal  
**Instrument Type** Easement Instrument



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| Affected Computer Registers | Land District  |
|-----------------------------|----------------|
| 851753                      | South Auckland |
| 851745                      | South Auckland |
| 851746                      | South Auckland |
| 851747                      | South Auckland |
| 851748                      | South Auckland |
| 851749                      | South Auckland |
| 851752                      | South Auckland |

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**Annexure Schedule:** Contains 6 Pages.

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## 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 10731422.5 has consented to this transaction and I hold that consent ☒

## Signature

Signed by Alasdair Ewen Christie as Grantor Representative on 04/10/2018 11:04 AM

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## 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 ☒
- 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 Alasdair Ewen Christie as Grantee Representative on 04/10/2018 11:04 AM

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

**Easement instrument to grant easement or *profit à prendre*, or create  
land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor**

Harbour Ridge Developments Limited

**Grantee**

Harbour Ridge 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 grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or 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 Covenants                                                     | DP 525703              | Lots 27, 28, 35, 49, 52, 63, 64, 205, 206, 207, 208 and 209 DP 525703 (CFR's 851745, 851746, 851747, 851748, 851749, 851752 and 851753 inclusive) | Lots 27, 28, 35, 49, 52, 63, 64, 205, 206, 207, 208 and 209 DP 525703 (CFR's 851745, 851746, 851747, 851748, 851749, 851752 and 851753 inclusive) |

### **Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

~~Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007~~

~~The implied rights and powers are hereby [varied] [negatived] [added to] or [substituted] by:~~

~~[Memorandum number, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule 1]~~

### **Covenant provisions**

*Delete phrases in [ ] and insert Memorandum number as required; continue in additional Annexure Schedule, if required*

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

~~[Memorandum number, registered under section 155A of the Land Transfer Act 1952]~~

[Annexure Schedule 1 ]

## Annexure Schedule 1

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*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required***1. Developer Approval**

The Grantor will not erect or permit to be erected or place or permit to be placed on the Servient Tenement any building, structure, vehicle crossing or vehicle access without prior written approval from Harbour Ridge Developments Limited ("the Developer") of the design of those buildings. In considering any request for approval the Developer will take into account matters set out in clause 2.

**2. Materials/Specifications**

The Grantor will not erect or permit to be erected or place or permit to be placed on the Servient Tenement any building or structure unless such building or structure complies with the following:

- (a) Only a single new (and not second hand) dwelling house which has a minimum covered floor area (excluding Garage), of 140m<sup>2</sup> will be permitted. In relation to this subclause, reference to "Servient Tenement" means Lots 27, 28, 35, 49, 52, 63 and 64 DP 525703 and the lots created by a subsequent subdivision of Lots 205, 206, 207, 208 and 209 DP 525703 into Lots 29 – 34, 36 – 48, 50 – 51, 53, 65 and 66.
- (b) A minimum of 85% of the exterior cladding of the dwelling must consist of any of the following materials:
  - (i) glazing
  - (ii) kiln fired or concrete brick/block
  - (iii) stucco or solid plaster
  - (iv) textured finished stone
  - (v) timber
  - (vi) pre-primed fibre cement weatherboards having a maximum finished width not exceeding 180mm
  - (vii) pre-finished metal weatherboard bonded to solid timber boards (i.e. Lockwood type construction).
- (c) Weatherboard detailing shall include, as the preferred design, traditional box and scribe treatments to corners and windows in conjunction with appropriate use of colour.
- (d) Any dwelling with an exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface of such materials textured in such a manner as to fully cover the base material.

## Annexure Schedule 1

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*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required*

- (e) Any dwelling to be constructed with a basement or sub-floor space shall have the basement or sub-floor area sheathed with cladding complying with the Developer's specifications for exterior cladding.
- (f) The dwelling shall have more than two hips or two gables in the roofline.
- (g) Any metal roof cladding must have a pre-finished factory colour.
- (h) Any dwelling shall include either an attached or separate fully enclosed garage not less than 36m<sup>2</sup> and such garaging shall be constructed and completed at the same time as the construction and completion of the dwelling and in the same materials and architectural design as the dwelling.

**3. Completion of Works**

- (a) The Grantor will not permit the Servient Tenement to be occupied or used as a residence unless the dwelling on the Servient Tenement has been substantially completed in accordance with this Easement Instrument and the dwelling meets the requirements of the Council.
- (b) The exterior of any dwelling shall be completed within twelve (12) months of laying down the foundations.
- (c) Vehicle crossings, being the area of driveway between the formed road and the footpath, shall be constructed of concrete containing 4% (4kg/m<sup>3</sup>) black oxide to match the footpaths and kerbs. Such surfacing will be carried out in a proper tradesman-like manner within twelve (12) months of laying down the foundations of the dwelling.
- (d) The driveway to each dwelling being the area from the footpath or where there is no footpath, from the formed road including the vehicle crossing and the part on the Servient Tenement, shall be fully constructed in a permanent surface of non-reflective, off-white materials to match the footpaths, kerbs and vehicle crossings. Any concrete shall contain at least 2% (2kg/m<sup>3</sup>) black oxide. Such surfacing will be carried out in a proper tradesman-like manner within twelve (12) months of laying down the foundations of the dwelling.
- (e) All driveways on private right of ways or access lots shall be constructed of exposed aggregate concrete containing 4% (4kg/m<sup>3</sup>) black oxide.
- (f) Any paths are to be completed in permanent materials and all unpaved areas are to be properly grassed and landscaped within twelve (12) months of laying down the foundations of the dwelling. Any clothesline and letterbox shall be constructed within that twelve (12) months and such construction aesthetically sensitive in

## Annexure Schedule 1

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*Insert instrument type***Easement Instrument***Continue in additional Annexure Schedule, if required*

terms of design and location and the clothesline not be sited in such a way as to be highly visible to the street.

- (g) The Grantor shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision including replanting any damaged trees or grass arising from the Grantors use of the Servient Tenement directly or indirectly through the Grantor's agents or invitees, and shall leave all roads (including the berms and footpaths) clean, tidy and free from any rubbish.
- (h) Once construction has been completed the Grantor shall not bring onto or allow to remain on the Servient Tenement any temporary dwelling, caravan, trade vehicle or other equipment and materials unless garaged or screened so as to preserve the amenities of the neighbourhood.
- (i) The Grantor will not permit or suffer any advertisement, sign or hoarding of a commercial nature to be erected on any part of the Servient Tenement. This provision shall not apply to:
  - (i) residential building showhomes; and
  - (ii) buildings during the period of construction
- (j) The Grantor shall keep the Servient Tenement tidy, regularly mowed and free of rubbish.

**4. Fencing**

- (a) The Grantor agrees no fence or wall shall be constructed of shade cloth, netting, corrugated iron, textured flat fibrolite, Hardiflex, plywood or post and wire.
- (b) All fences must be constructed using materials similar and compatible with the dwelling. This may include a mixture of:
  - (i) masonry
  - (ii) brickwork
  - (iii) colorbond/colorsteel
  - (iv) timber running horizontal to the ground
  - (v) pool type fencing
- (c) No road, right of way or reserve frontage fence shall exceed 1.2 meters in height above natural ground level and no other fence shall be more than 1.8 meters in height above natural ground level. Side boundaries fronting a road or reserve need to be stepped down to 1.2 meters within 3 meters of the road or reserve boundary to preserve neighbours' view corridors.

*Insert instrument type*

**Easement Instrument**

*Continue in additional Annexure Schedule, if required*

- (d) The Grantor shall not, nor permit or allow any other person to, remove, modify or otherwise change any fencing constructed by the Developer along the Omokoroa Road frontage.

**5. Expiration of Covenants**

The covenants contained in this Easement Instrument shall run with the land. The covenant contained in:

- (a) clause 1 shall expire 10 years after the date of registration of this Easement Instrument; and
- (b) clauses 2, 3, and 4 shall expire 25 years after the date of registration of this Easement Instrument.