

View Instrument Details



Instrument No 11273934.7
Status Registered
Date & Time Lodged 20 February 2019 16:22
Lodged By Dewhurst, Sarah Louise
Instrument Type Covenant (All types except Land covenants)



Affected Records of Title	Land District
848119	North Auckland
848120	North Auckland
848121	North Auckland
848122	North Auckland
848123	North Auckland
848124	North Auckland
848125	North Auckland
848126	North Auckland
848127	North Auckland
848128	North Auckland
848129	North Auckland
848130	North Auckland
848131	North Auckland
848132	North Auckland
848133	North Auckland
848134	North Auckland

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Georgina Brettargh Smith as Grantor/Grantee Representative on 12/03/2019 03:16 PM

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

FENCING COVENANT

Dated this 7th day of March 2019

PARTIES:

- (1) EB DEVELOPMENTS LIMITED ("Developer")
- (2) EB DEVELOPMENTS LIMITED ("Owner")

BACKGROUND:

- A. The Owner is the current registered owner of the lots described in the First Schedule ("the Land").
- B. The Developer is developing/subdividing the Land.
- C. The Developer and the Owner have agreed that the Land, together with any adjoining lot owned by the Developer, shall have the benefit of a fencing covenant under the Fencing Act 1978 ("the Act").

TERMS OF THIS AGREEMENT:

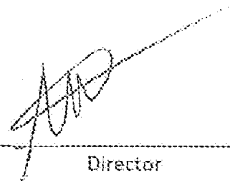
- 1. The Owner, together with its successors in title, as registered owner of the Land (more particularly the separate lots that make up the Land as described in the First Schedule), shall be bound by a fencing covenant within the meaning of section 2 of the Act in favour of the Developer.
- 2. For the avoidance of doubt, the Owner acknowledges and agrees that:
 - a. The Developer shall not be liable to pay or be required to contribute towards the cost of erection or maintenance of a fence between any lot within the Land and any adjoining lot owned by the Developer (whether that adjoining lot is also within the Land or any adjoining lot not part of the development/subdivision but owned by the Developer) ("Adjoining Lot").
 - b. The Owner agrees to meet the total cost of construction of any fence to be constructed on the boundary of any Adjoining Lot if such adjoining lot is owned by the Developer and the Owner shall not seek contribution from the Developer.
 - c. The provisions in Section 6(1) of the Act do not apply to this fencing covenant and upon registration, the provisions of this fencing covenant shall run with the land and bind the Owner's executors, successor assigns pursuant to Section 5 of the Act.

FIRST SCHEDULE:

<u>Legal Description</u>	<u>Title</u>
Lot 63 DP 527090	RT 848119

Lot 64 DP 527090	RT 848120
Lot 65 DP 527090	RT 848121
Lot 66 DP 527090	RT 848122
Lot 67 DP 527090	RT 848123
Lot 68 DP 527090	RT 848124
Lot 69 DP 527090	RT 848125
Lot 70 DP 527090	RT 848126
Lot 71 DP 527090	RT 848127
Lot 72 DP 527090	RT 848128
Lot 73 DP 527090	RT 848129
Lot 74 DP 527090	RT 848130
Lot 75 DP 527090	RT 848131
Lot 76 DP 527090	RT 848132
Lot 77 DP 527090	RT 848133
Lot 78 DP 527090	RT 848134

SIGNED for and on behalf of
EB DEVELOPMENTS LIMITED as Owner in the
presence of:)
)
)



Director

Witness

Signature

Toni Whitehorn

Name

Toni Whitehorn

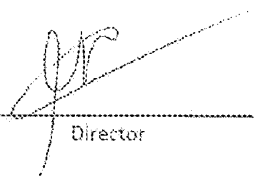
Occupation

National Sales Manager

Address

Papamoa

SIGNED for and on behalf of
EB DEVELOPMENTS LIMITED as Developer in
the presence of:)
)
)



Director

Witness

Signature

Toni Whitehorn

Name

Toni Whitehorn

Occupation

National Sales Manager

Address

Papamoa