

B450234.9T

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

\$1

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross reference to and use the approved annexure schedule: no other format will be received

Land Registration District

South Auckland

Certificate of Title No. **All or Part?** **Area and legal description - Insert only when part or Stratum, CT**

61D	653	All	
61D	554	All	
61D	355	All	
(Continued on page 2 annexure schedule)			

Transferor Surnames must be underlined

CDL Land New Zealand Limited

Transferee Surnames must be underlined

CDL Land New Zealand Limited

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No ...; Right of way etc

Fee simple subject to a Fencing Covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor and subject to a Land Covenant
(Continued on page 3 annexure schedule)

Consideration

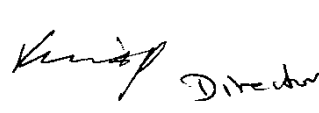

\$1.00	100301/1 09/10/1997 2005422
	NZ Stamp Duty - Stamp
	Self assessed duty \$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created

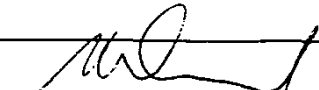
Dated this 6th day of October 19 97

Attestation

  Signature or common seal of Transferor	Signed in my presence by the Transferor Signature of Witness Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Occupation Address
--	---

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Dues Act 1971.



Solicitor for the Transferee

CONSENT OF CAVEATOR

We, SHANE MARK WILSON and MARIA LOUISE WILSON, the Caveators under Caveat No. B447879 hereby consent to registration of transfer B.450234.9 from CDL Land New Zealand Limited to CDL Land New Zealand Limited creating land ^{and fencing} covenants. *SM.*

Dated at Tauranga this 12th day of December 1997

EXECUTED by the Caveators
SHANE MARK WILSON and
MARIA LOUISE WILSON
in the presence of:

SM.

Maria Louise Wilson
Shane Mark Wilson

Tracy Denise Muir
Legal Executive
Te Puke

Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease" etc

TRANSFER

Dated 6 October 1997

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CONTINUATION OF "CERTIFICATE OF TITLE NO."

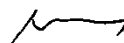
Certificate of Title Number

All or Part?

61D/656	All
61D/657	All
61D/658	All
61D/659	All
61D/660	All
61D/661	All
61D/662	All
61D/663	All
61D/664	All
61D/665	All
61D/666	All
61D/667	All
61D/668	All
61D/669	All
61D/670	All
61D/671	All
61D/672	All
61D/673	All
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61D/675	All
61D/676	All
61D/677	All
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61D/685	All
61D/686	All
61D/687	All
61D/688	All
61D/689	All
61D/690	All
61D/691	All
61D/692	All
61D/693	All
61D/694	All
61D/695	All
61D/696	All
61D/697	All

(continued on page 3 annexure schedule)

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure ScheduleInsert below
"Mortgage", "Transfer", "Lease" etc**TRANSFER**Dated 6 October 1997Page 3 of 7 Pages**CONTINUATION OF "CERTIFICATE OF TITLE NO."**

61D/698	All
61D/699	All
61D/700	All
61D/701	All
61D/702	All

CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"

The Transferor when registered proprietor of the land formerly contained in CT 59A/229 subdivided part of the land into residential lots in the manner shown and defined on DPS.77851, DPS.77852 and DPS.77853 AND WHEREAS it is the Transferor's intention to create certain land covenants so that each of the land contained in CT's numbered 1-50 (inclusive) in Schedule One shall individually have both the burden and benefit of the land covenants as set out in Schedule Three.

AND AS INCIDENTAL to the transfer of the fee simple so as to provide mutual land covenants between the land in Schedule One and the land in Schedule Two the Transferor and the Transferee hereby covenant and agree with each other as follows:

That each piece of land contained in each CT listed 1-50 (inclusive) in Schedule One in the following table (in each case "the servient land") shall bear the burden of the stipulations and restrictions set out in Schedule Three to the benefit in each case of those pieces of land contained in the CT's, with the corresponding number, in Schedule Two in the following table (in each case "the dominant land") so that the dominant land shall have the benefits of the said covenants.

TO THE END AND INTENT that the each servient land shall be bound in perpetuity by the stipulations and restrictions set out in Schedule Three and that any of the owners and occupiers for the time being of any dominant land may enforce the observance of such stipulations against any of the owners for the time being of any servient land.

SCHEDULE ONE - SERVIENT LAND	SCHEDULE TWO - DOMINANT LAND
1. 61D/653	1. 61D/654-61D/702 (inclusive)
2. 61D/654	2. 61D/653, 61D/655-61D/702 (inclusive)
3. 61D/655	3. 61D/653, 61D/654, 61D/656-61D/702 (inclusive)
4. 61D/656	4. 61D/653-61D/655 (inclusive), 61D/657-61D/702 (inclusive)
5. 61D/657	5. 61D/653-61D/656 (inclusive), 61D/658-61D/702 (inclusive)
6. 61D/658	6. 61D/653-61D/657 (inclusive), 61D/659-61D/702 (inclusive)
7. 61D/659	7. 61D/653-61D/658 (inclusive), 61D/660-61D/702 (inclusive)
8. 61D/660	8. 61D/653-61D/659 (inclusive), 61D/661-61D/702 (inclusive)
9. 61D/661	9. 61D/653-61D/660 (inclusive), 61D/662-61D/702 (inclusive)
10. 61D/662	10. 61D/653-61D/661 (inclusive), 61D/663-61D/702 (inclusive)
11. 61D/663	11. 61D/653-61D/662 (inclusive), 61D/664-61D/702 (inclusive)
12. 61D/664	12. 61D/653-61D/663 (inclusive), 61D/665-61D/702 (inclusive)
13. 61D/665	13. 61D/653-61D/664 (inclusive), 61D/666-61D/702 (inclusive)
14. 61D/666	14. 61D/653-61D/665 (inclusive), 61D/667-61D/702 (inclusive)

(continued on page 4 annexure schedule)

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.




Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease" etc

TRANSFER

Dated 6 October 1997

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CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"

15. 61D/667	15. 61D/653-61D/666 (inclusive), 61D/668-61D/702 (inclusive)
16. 61D/668	16. 61D/653-61D/667 (inclusive), 61D/669-61D/702 (inclusive)
17. 61D/669	17. 61D/653-61D/668 (inclusive), 61D/670-61D/702 (inclusive)
18. 61D/670	18. 61D/653-61D/669 (inclusive), 61D/671-61D/702 (inclusive)
19. 61D/671	19. 61D/653-61D/670 (inclusive), 61D/672-61D/702 (inclusive)
20. 61D/672	20. 61D/653-61D/671 (inclusive), 61D/673-61D/702 (inclusive)
21. 61D/673	21. 61D/653-61D/672 (inclusive), 61D/674-61D/702 (inclusive)
22. 61D/674	22. 61D/653-61D/673 (inclusive), 61D/675-61D/702 (inclusive)
23. 61D/675	23. 61D/653-61D/674 (inclusive), 61D/676-61D/702 (inclusive)
24. 61D/676	24. 61D/653-61D/675 (inclusive), 61D/677-61D/702 (inclusive)
25. 61D/677	25. 61D/653-61D/676 (inclusive), 61D/678-61D/702 (inclusive)
26. 61D/678	26. 61D/653-61D/677 (inclusive), 61D/679-61D/702 (inclusive)
27. 61D/679	27. 61D/653-61D/678 (inclusive), 61D/680-61D/702 (inclusive)
28. 61D/680	28. 61D/653-61D/679 (inclusive), 61D/681-61D/702 (inclusive)
29. 61D/681	29. 61D/653-61D/680 (inclusive), 61D/682-61D/702 (inclusive)
30. 61D/682	30. 61D/653-61D/681 (inclusive), 61D/683-61D/702 (inclusive)
31. 61D/683	31. 61D/653-61D/682 (inclusive), 61D/684-61D/702 (inclusive)
32. 61D/684	32. 61D/653-61D/683 (inclusive), 61D/685-61D/702 (inclusive)
33. 61D/685	33. 61D/653-61D/684 (inclusive), 61D/686-61D/702 (inclusive)
34. 61D/686	34. 61D/653-61D/685 (inclusive), 61D/687-61D/702 (inclusive)
35. 61D/687	35. 61D/653-61D/686 (inclusive), 61D/688-61D/702 (inclusive)
36. 61D/688	36. 61D/653-61D/687 (inclusive), 61D/689-61D/702 (inclusive)
37. 61D/689	37. 61D/653-61D/688 (inclusive), 61D/690-61D/702 (inclusive)
38. 61D/690	38. 61D/653-61D/689 (inclusive), 61D/691-61D/702 (inclusive)
39. 61D/691	39. 61D/653-61D/690 (inclusive), 61D/692-61D/702 (inclusive)
40. 61D/692	40. 61D/653-61D/691 (inclusive), 61D/693-61D/702 (inclusive)
41. 61D/693	41. 61D/653-61D/692 (inclusive), 61D/694-61D/702 (inclusive)
42. 61D/694	42. 61D/653-61D/693 (inclusive), 61D/695-61D/702 (inclusive)
43. 61D/695	43. 61D/653-61D/694 (inclusive), 61D/696-61D/702 (inclusive)
44. 61D/696	44. 61D/653-61D/695 (inclusive), 61D/697-61D/702 (inclusive)
45. 61D/697	45. 61D/653-61D/696 (inclusive), 61D/698-61D/702 (inclusive)
46. 61D/698	46. 61D/653-61D/697 (inclusive), 61D/699-61D/702 (inclusive)
47. 61D/699	47. 61D/653-61D/698 (inclusive), 61D/700-61D/702 (inclusive)
48. 61D/700	48. 61D/653-61D/699 (inclusive), 61D/701, 61D/702
49. 61D/701	49. 61D/653-61D/700 (inclusive), 61D/702
50. 61D/702	50. 61D/653-61D/701 (inclusive)

(continued on page 5 annexure schedule)

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Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

TRANSFER

Dated 6 October 1997

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CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"


SCHEDULE THREE

THAT the Transferee will not at any time hereafter:

- (a) Commence any work for the erection of improvements whether for buildings accessory buildings or fences upon the servient land unless plans and specifications and all other details of construction including materials and finish as the Transferor in its absolute discretion may require have been first submitted to and have received the written approval of the Transferor or the appointee of the Transferor who may in their absolute discretion withhold such consent should either of them consider that the said plans, specifications and all other details of construction do not conform to the standard desirable for development for the subdivision.
- (b) Erect or permit to be erected any improvement on the servient land which has not first been approved by the Transferor in terms of paragraph (a) above.
- (c) Permit or suffer the erection of any temporary building or structure upon the servient land except such as may be used in conjunction with the construction of permanent buildings on the servient land and which will be removed from the servient land upon completion of the permanent building.
- (d) Cross-lease the servient land or create unit titles thereon or further subdivide the servient land in any manner.
- (e) Erect or suffer to be erected on the servient land without the Transferor's approval:
 - (i) More than one private non commercial dwelling house.
 - (ii) A private non commercial dwelling house:
 - (A) With a floor area less than 120 m² exclusive of roof overhangs, verandahs, decking, garaging and carports. If roof overhangs, verandahs, decking, garaging and carports are constructed they must be attached to such dwelling house.
 - (B) With more than 30% of the exterior cladding being in fibrous cement planking. Windows and doorways are excluded from the area of exterior cladding for the purpose of calculating the 30% area.
 - (C) With an exterior in the form of flat cladding, concrete block or poured concrete which has not been textured in such a manner as to cover fully the base material.
- (f) Permit or suffer the use of the servient land other than for private non commercial residential purposes.
- (g) Permit any building or associated works in the course of construction on the servient land to be left without substantial work being carried out for a period exceeding three months and to complete construction of any such building including fencing and landscaping within twelve (12) months of the issue of a building consent for the building to be constructed on the servient land.

(continued on page 6 annexure schedule)

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Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease" etc

TRANSFER

Dated 6 October 1997

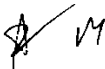
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CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"

- (h) Permit or suffer the servient land to be occupied or used as a residence unless:
 - (i) the buildings on the servient land has been completed in accordance with the terms of this agreement, and
 - (ii) the buildings meet the requirements of the appropriate Local Authority.
- (i) Allow the servient land to become untidy.
- (j) Permit or suffer any rubbish to accumulate or be placed on the servient land.
- (k) Permit any excessive growth of grass so that same becomes long or unsightly.
- (l) Permit or suffer any advertisement sign or hoarding of a commercial nature to be erected on any part of the servient land without the prior consent in writing of the Transferor.
- (m) Permit or suffer the removal of soil from the servient land except as shall be necessary for the construction of the building approved by the Transferor.
- (n) Carry out landscaping on the road frontage of the servient land except in accordance with the general overall landscaping plan prepared by the Transferor.
- (o) Permit any driveway and or vehicle access-way on the servient land to be constructed otherwise than in a permanent surfacing material such as concrete, concrete brick or block paving or tar-sealing. Such surfacing shall be carried out in a proper and tradesmanlike manner and shall be completed within twelve (12) months of the issue of the building consent for the dwelling to be constructed on the servient land.
- (p) Allow to be transported on to the servient land any existing or prebuilt house unless such existing or prebuilt house has first been approved in writing by the Transferor or its appointee.
- (q) Bring on to or allow to remain on the servient land or any internal road constructed on any of the servient land comprised in the subdivisional plan:
 - (i) any temporary dwelling or caravan.
 - (ii) any trade vehicle, equipment, material or machinery which in the Transferor's opinion:
 - (A) is unsightly unless garaged or screened, or
 - (B) generates noise likely to cause offence to residents in the area.
- (r) Erect or allow to be erected on the servient land:
 - (i) any fence constructed from corrugated iron or post and wire.

(continued on page 7 annexure schedule)

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Annexure Schedule

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Dated

6 October 1997

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of

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Pages

CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"

- (ii) any fence within the front yard which exceeds the height of 1 metre above the natural ground level of the servient land
- (iii) any fence elsewhere on the servient land which exceeds the height of 1.83 metres above the natural ground level of the servient land.
- (s) Prevent the Transferor, its officers, employees or agents from entering on to the said servient land at all reasonable times for the purposes of ensuring compliance with the foregoing covenants and remedying any breaches thereof subject to:
 - (i) The Transferor first giving written notice of its intention to enter on to the firstly described servient land being not less than one (1) complete working day;
 - (ii) Such entry being for the purpose of ensuring compliance with the restrictive covenants contained herein or remedying any breach of the restrictive covenants.
 - (iii) In the event of the Transferor so entering the servient land the Transferor shall not be responsible for any damage occasioned to the servient land or anything placed thereon as a result of a reasonable exercise by the Transferor of its powers.

SIGNED on behalf of the Transferee **CDL LAND**)
NEW ZEALAND LIMITED by two of its directors)

MS658APR DOC

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TRANSFER

Land Transfer Act 1952

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03.00

McCAW LEWIS CHAPMAN
SOLICITORS
P O Box 19-221
HAMILTON

(MSS)

12.12 14.NOV97 B 450234.9
PARTICULARS ENTERED
LAND REGISTRY SOUTH
ISLAND DISTRICT



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