

B484006.8 T

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

N/C

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*

(Continued on page 2 of annexure schedule)

Transferor Surnames must be underlined

THORNTON ESTATES LIMITED

Transferee Surnames must be underlined

THORNTON ESTATES 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 land covenants

(continued on pages 2 to 7 of annexure schedule)

Consideration

\$1.00


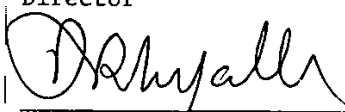
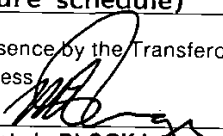
10PMG1	15/04/1998	2023075
NZ Stamp Duty		Not Liable
Self assessed duty		\$0.00

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 7th day of April 1998

Attestation (continued on page 7 of annexure schedule)

 Director	Signed in my presence by the Transferor
 Director	Signature of Witness 
Signature, or common seal of Transferor	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Mark Eaton Tingey Solicitor Holland Beckett Maltby TAURANGA

(continued on page 7 annexure schedule)

Certified correct for the purposes of the Land Transfer Act 1952

Certified correct for the purposes of the Land Transfer Act 1952
Delete inapplicable certificate


Solicitor for the Transferee

Annexure Schedule

Insert below

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

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Continuation of "Certificate of Title No."

64C/801	All	64C/810	All	64C/819	All
64C/802	All	64C/811	All	64C/820	All
64C/803	All	64C/812	All	64C/821	All
64C/804	All	64C/813	All		
64C/805	All	64C/814	All		
64C/806	All	64C/815	All		
64C/807	All	64C/816	All		
64C/808	All	64C/817	All		
64C/809	All	64C/818	All		

Continuation of "Estate or Interest or Easement to be created"

WHEREAS the Transferor and the Transferee are desirous of creating certain land covenants so that each of the lots in Schedule One and Schedule Two shall individually have both the burden and benefit of the stipulations and restrictions set out in Schedule Five (building covenants),

AND FURTHER the Transferor and Transferee are desirous of creating certain land covenants so that each of the lots in Schedule Three shall individually have the burden, and each of the lots in Schedule Two the benefit, of the stipulations and restrictions set out in Schedule Six (further subdivision restriction),

AND FURTHER the Transferor and Transferee are desirous of creating certain land covenants so that each of the lots in Schedule Four shall individually have the burden, and each of the lots in Schedule Two the benefit, of the stipulations and restrictions set out in Schedule Seven (height restriction),

AND AS INCIDENTAL to the transfer of the fee simple so as to provide such mutual covenants and in order to bind those lots subject to such covenants for those lots taking the benefit of same, the Transferor and Transferee hereby covenant and agree with each other as follows:

1. That each of the lots in Schedule One ("the first servient lots") shall bear the burden of the stipulations and restrictions set out in Schedule Five and that each of the other first dominant lots in Schedule Two ("the first dominant lots") shall have the benefit of the said stipulations and restrictions TO THE END AND INTENT that the first servient lots shall be bound in perpetuity by the respective stipulations and restrictions set out in Schedule Five and that any of the owners or occupiers for the time being of the other first dominant lots may enforce the observance of such stipulations and restrictions against any of the owners or occupiers for the time being of the first servient lots; and
2. That each of the lots in Schedule Three ("the second servient lots") shall bear the burden of the stipulations and restrictions set out in Schedule Six and that each of the other first dominant lots shall have the benefit of the said stipulations and restrictions TO THE END AND INTENT that the second servient lots shall be bound in perpetuity by the respective stipulations and restrictions set out in Schedule Six and that any of the owners or occupiers for the time being of the other first dominant lots may enforce the observance of such stipulations and restrictions against any of the owners or occupiers for the time being of the second servient lots; and
3. That each of the lots in Schedule Four ("the third servient lots") shall bear the burden of the stipulations and restrictions set out in Schedule Seven and that each of the other first dominant lots shall have the benefit of the said stipulations and restrictions TO THE END AND INTENT that the third servient lots shall be bound in perpetuity

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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

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by the respective stipulations and restrictions set out in Schedule Seven and that any of the owners or occupiers for the time being of the other first dominant lots may enforce the observance of such stipulations and restrictions against any of the owners or occupiers for the time being of the third servient lots; and

PROVIDED ALWAYS that the owners or occupiers of the first, second and third servient lots, as the case may be, shall as regards such applicable stipulations and restrictions be personally liable only in respect of breaches thereof which shall occur while they are registered as proprietors of the said lots in respect of which any such breach shall occur (or is alleged to occur).

SCHEDULE ONE

Lot No.	Deposited Plan No.	Area	CT Reference
30	S.80194	656m ²	64C/801
31	S.80194	551m ²	64C/802
32	S.80194	619m ²	64C/803
33	S.80194	635m ²	64C/804
34	S.80194	966m ²	64C/805
35	S.80194	848m ²	64C/806
36	S.80194	724m ²	64C/807
37	S.80194	686m ²	64C/808
38	S.80194	755m ²	64C/809
39	S.80194	854m ²	64C/810
40	S.80195	950m ²	64C/811
41	S.80195	864m ²	64C/812
42	S.80195	737m ²	64C/813
43	S.80195	709m ²	64C/814
44	S.80195	634m ²	64C/815
45	S.80195	918m ²	64C/816
46	S.80195	602m ²	64C/817
47	S.80195	587m ²	64C/818
48	S.80195	641m ²	64C/819
49	S.80195	870m ²	64C/820
50	S.80195	601m ²	64C/821

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Annexure Schedule

Insert below
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SCHEDULE TWO

Lot No.	Deposited Plan No.	Area	CT Reference
30	S.80194	656m ²	64C/801
31	S.80194	551m ²	64C/802
32	S.80194	619m ²	64C/803
33	S.80194	635m ²	64C/804
34	S.80194	966m ²	64C/805
35	S.80194	848m ²	64C/806
36	S.80194	724m ²	64C/807
37	S.80194	686m ²	64C/808
38	S.80194	755m ²	64C/809
39	S.80194	854m ²	64C/810
40	S.80195	950m ²	64C/811
41	S.80195	864m ²	64C/812
42	S.80195	737m ²	64C/813
43	S.80195	709m ²	64C/814
44	S.80195	634m ²	64C/815
45	S.80195	918m ²	64C/816
46	S.80195	602m ²	64C/817
47	S.80195	587m ²	64C/818
48	S.80195	641m ²	64C/819
49	S.80195	870m ²	64C/820
50	S.80195	601m ²	64C/821

SCHEDULE THREE

Lot No.	Deposited Plan No.	Area	CT Reference
30	S.80194	656m ²	64C/801
31	S.80194	551m ²	64C/802
32	S.80194	619m ²	64C/803
33	S.80194	635m ²	64C/804
35	S.80194	848m ²	64C/806
36	S.80194	724m ²	64C/807
37	S.80194	686m ²	64C/808
38	S.80194	755m ²	64C/809
39	S.80194	854m ²	64C/810
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44	S.80195	634m ²	64C/815
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47	S.80195	587m ²	64C/818
48	S.80195	641m ²	64C/819
49	S.80195	870m ²	64C/820
50	S.80195	601m ²	64C/821

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SCHEDULE FOUR

Lot No.	Deposited Plan No.	Area	CT Reference
30	S.80194	656m ²	64C/801
31	S.80194	551m ²	64C/802
32	S.80194	619m ²	64C/803
33	S.80194	635m ²	64C/804
41	S.80195	864m ²	64C/812
50	S.80195	601m ²	64C/821

SCHEDULE FIVE

(building covenants)

- (a) Not to erect any buildings on the lot other than new single family house(s) or unit(s) and accessory buildings.
- (b) Not to shift on to the lot any pre-built transportable or relocatable house or any existing house which has previously been lived in. Not to move any caravan, shed, garage or similar structure on to the lot other than for the purposes of constructing permitted buildings, to remove such structures from the lot upon completion of construction and not to use such structures for the purposes of any permanent or temporary residential accommodation.
- (c) Not to erect a house with a floor area of less than 110m² or, in the case of a unit, 100m² exclusive of garage, carports, decking, breezeways, roof overhangs and other accessory buildings.
- (d) Any accessory building, carport, decking, breezeway or roof overhang, if constructed, shall be architecturally integrated with the design of the house or unit. Further, and in order to enhance the quality and appearance of buildings on the lot, any attachments to such buildings (including, but not necessarily limited to, television aerials and solar hot water panels) shall be constructed in such a way as to be discreetly integrated with the design of such buildings so that they are not highly visible from any road, thoroughfare or adjacent property.
- (e) Not to construct any building with less than 60% of the exterior cladding being comprised of the following materials:
 - (i) Kiln fired or concrete brick;
 - (ii) Solid plaster or textured plaster finish;
 - (iii) Stone or timber; or
 - (iv) Any other exterior cladding material approved by the subdivision's developer.
 Any exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured in solid plaster so as to fully cover the base material.
- (f) Not to construct any building using any exterior cladding comprising brick veneer or vinyl weatherboard.
- (g) Not to use any metal clad roof that has not been factory pre-painted or any roofing material which will create a glare offensive to adjoining property owners.

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- (h) (i) To complete construction of all buildings on the lot within 12 months of first laying down the foundations for such buildings or within 24 months from the date of possession, whichever is the earlier.
- (ii) To complete within 15 months of first laying down the foundations for any building, all ancillary works such as fencing and landscaping and to complete in a proper and tradesmanlike manner a driveway for vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving or tarsealing; and
- (iii) Not to allow construction of any building to be delayed so that substantial progress is not made for any period exceeding three months.
- (i) Once construction of the principal building on the lot has been substantially completed, not to bring on to or allow to remain on the lot in front of the building line of such building or on any road or thoroughfare in the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or screened from any road adjacent to the lot so as to preserve the amenities of the neighbourhood.
- (j) Not to use the lot in any way which would detrimentally affect the amenities of the neighbourhood including permitting noise to escape from the lot which is likely to cause offence or a nuisance to other occupiers in the subdivision.
- (k) Not to use the lot or any buildings thereon for any purpose other than residential purposes.
- (l) Not to permit the buildings or the lot to be occupied or to use any building as a residence until it has been substantially completed in accordance with the provisions of this schedule and until the appropriate local authority completion certificate has been issued for such buildings.
- (m) Not to construct any clothes line in such a way as to be highly visible from any road in the subdivision, nor to construct any letterbox which is not aesthetically sensitive in terms of design or location.
- (n) Not to carry out landscaping on the adjacent local authority owned road frontage other than in accordance with the general overall landscaping plan of the subdivision and to keep and maintain such local authority owned road frontage in a neat and tidy condition from the possession date.
- (o) Not to allow the erection or display of more than one advertisement, sign or hoarding of a commercial nature on any building or any part of the lot. Any such advertisements, signs or hoardings must otherwise comply with local authority ordinances.
- (p) Not to allow the removal of soil from the lot except as shall be necessary for the construction of permitted buildings.
- (q) To reinstate, replace and be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, berm, concrete or other structures in the subdivision arising from the owners/occupiers or their agents' and invitees' direct or indirect use of the land.
- (r) Not to use the lot or any buildings thereon for any trading or commercial purpose or for the keeping of livestock of any kind except for household pets.

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- (s) Not to erect a fence:
- (i) constructed of corrugated iron or post and wire; or
 - (ii) which exceeds 1.00 metre in height above the finished subdivision ground level within 5.00 metres from the boundary of the lot adjacent to the road or 1.83 metres in height generally.

SCHEDULE SIX

(further subdivision restriction)

Not to erect more than one residential house/unit on the lot or to subdivide the lot further or to amalgamate the lot with any adjoining lot or, except for lot 45, grant or create a right of way easement or licence over the lot in favour of any other part of the lot or any adjoining land.

Notwithstanding the foregoing, the owner/s of Lot 34 may, subject to satisfying all relevant Council subdivision and building code requirements, subdivide and construct up to a maximum of two units on lot 34.

SCHEDULE SEVEN

(height restriction)

Not to erect or place any building or other structure (whether permanent or temporary), nor plant any tree or shrub on the lot the maximum height of which exceeds a vertical height of 5.5 metres above the average ground level of the building platform for the lot PROVIDED THAT television aerials, chimneys and hot water overflow pipes shall be excluded in assessing the maximum height of any such building or structure. The average ground level of the building platform is calculated as being the arithmetic average of spot heights of the subdivision's finished ground level measured around the external foundations of the building.

Continuation of "Attestation"

SIGNED by the Transferee
by its directors
in the presence of:

Signature of witness

Witness name: Mark Eaton Tingey

Occupation: Solicitor

Address: Holland Beckett Maltby
TAURANGA

Director

Director

TO: District Land Registrar

HAMILTON

Please note the within covenants against the titles to the land transferred herein pursuant to Section 126A of the Property Law Act 1952.

Solicitor for the Transferor

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Annexure Schedule

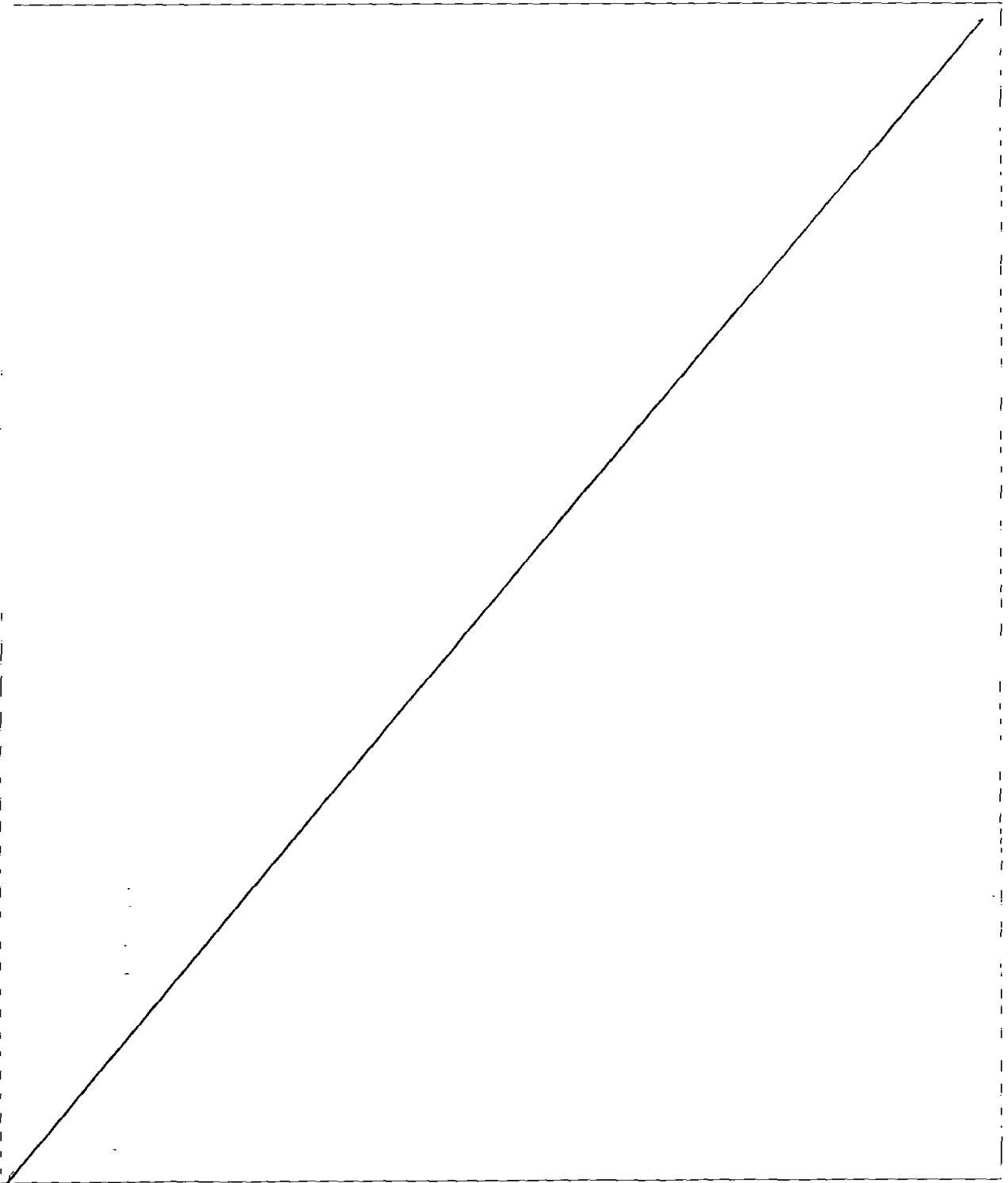
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[Signature]

[Signature]

[Signature]

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER

Land Transfer Act 1952

Law Firm Acting
Mark Eaton Tingey Solicitor Holland Beckett Maltby TAURANGA

Auckland District Law Society
REF: 4135

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+ 9.00

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