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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*

64C	104	All
64C	105	All
64C	106	All

(continued on page 2 annexure schedule)

Transferor Surnames must be underlined

Lahoya Enterprises Limited

Transferee Surnames must be underlined

Lahoya Enterprises 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 annexure schedule)

Consideration

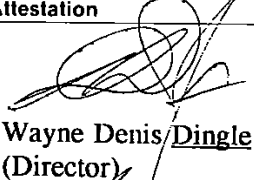
\$1.00


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 27th day of February 1998

Attestation


Wayne Denis Dingle
(Director)


David Geoffrey Ede
(Director)

Signature, or common seal of Transferor

Signed in my presence by the Transferor and the Transferee
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

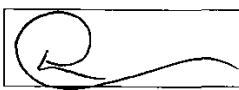
Occupation

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 Credit Duties Act 1934.
(DELETE 'APPLICABLE CERTIFICATE')

REF: 4135


Solicitor for the Transferee

Annexure Schedule

insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

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Continuation of "Certificate of Title No."

64C 107 All	64C 116 All	64C 126 All	64C 135 All
64C 108 All	64C 117 All	64C 127 All	64C 136 All
64C 109 All	64C 118 All	64C 128 All	64C 137 All
64C 110 All	64C 119 All	64C 129 All	64C 138 All
64C 111 All	64C 120 All	64C 130 All	64C 139 All
64C 112 All	64C 121 All	64C 131 All	64C 140 All
64C 113 All	64C 122 All	64C 132 All	64C 141 All
64C 114 All	64C 124 All	64C 133 All	64C 142 All
64C 115 All	64C 125 All	64C 134 All	64C 143 All
			64C 144 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 Three.

AND AS INCIDENTAL to the transfer of the fee simple so as to provide mutual land covenants between the lots in Schedule One and Schedule Two the Transferor and Transferee hereby covenant and agree with each other that the lots in Schedule One ("the first servient lots") shall bear the burden of the stipulations and restrictions set out in Schedule Three and that each of the other lots in Schedule Two ("the dominant lots") shall have the benefit of the said stipulations and restrictions.

TO THE END AND INTENT that the first and second servient lots shall be bound until 1 December 2017 by the respective stipulations and restrictions set out in Schedule Three and that any of the owners and occupiers for the time being of the dominant lots may enforce the observance of such stipulations and restrictions against any of the owners for the time being of the first and second servient lots.

PROVIDED ALWAYS that the owners of the first and second servient lots shall as regards the 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).

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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

Transfer

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Pages

SCHEDULE ONE

Lot No.	Deposited Plan No.	Area	CT Reference
Lot 64	S.80288	680m ²	64C/104
Lot 65	S.80288	1393m ²	64C/105
Lot 66	S.80288	1560m ²	64C/106
Lot 67	S.80288	1281m ²	64C/107
Lot 68	S.80288	650m ²	64C/108
Lot 69	S.80288	599m ²	64C/109
Lot 73	S.80288	655m ²	64C/110
Lot 74	S.80288	590m ²	64C/111
Lot 75	S.80288	694m ²	64C/112
Lot 76	S.80288	1490m ²	64C/113
Lot 77	S.80288	1525m ²	64C/114
Lot 78	S.80288	712m ²	64C/115
Lot 79	S.80288	1761m ²	64C/116
Lot 80	S.80288	1673m ²	64C/117
Lot 81	S.80288	640m ²	64C/118
Lot 82	S.80288	916m ²	64C/119
Lot 83	S.80288	667m ²	64C/120
Lot 84	S.80288	667m ²	64C/121
Lot 85	S.80288	834m ²	64C/122
Lot 56	S.80289	671m ²	64C/124
Lot 57	S.80289	703m ²	64C/125
Lot 58	S.80289	854m ²	64C/126
Lot 59	S.80289	645m ²	64C/127
Lot 60	S.80289	670m ²	64C/128
Lot 61	S.80289	994m ²	64C/129
Lot 62	S.80289	671m ²	64C/130
Lot 63	S.80289	889m ²	64C/131
Lot 70	S.80289	651m ²	64C/132
Lot 71	S.80289	598m ²	64C/133
Lot 72	S.80289	628m ²	64C/134
Lot 86	S.80289	667m ²	64C/135
Lot 87	S.80289	728m ²	64C/136
Lot 88	S.80289	675m ²	64C/137
Lot 89	S.80289	731m ²	64C/138
Lot 90	S.80289	842m ²	64C/139
Lot 91	S.80289	697m ²	64C/140
Lot 92	S.80289	806m ²	64C/141
Lot 93	S.80289	710m ²	64C/142
Lot 94	S.80289	670m ²	64C/143
Lot 95	S.80289	601m ²	64C/144

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Annexure Schedule

Insert below

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

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SCHEDULE TWO

Lot No.	Deposited Plan No.	Area	CT Reference
Lot 64	S.80288	680m ²	64C/104
Lot 65	S.80288	1393m ²	64C/105
Lot 66	S.80288	1560m ²	64C/106
Lot 67	S.80288	1281m ²	64C/107
Lot 68	S.80288	650m ²	64C/108
Lot 69	S.80288	599m ²	64C/109
Lot 73	S.80288	655m ²	64C/110
Lot 74	S.80288	590m ²	64C/111
Lot 75	S.80288	694m ²	64C/112
Lot 76	S.80288	1490m ²	64C/113
Lot 77	S.80288	1525m ²	64C/114
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Lot 58	S.80289	854m ²	64C/126
Lot 59	S.80289	645m ²	64C/127
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Lot 72	S.80289	628m ²	64C/134
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Lot 87	S.80289	728m ²	64C/136
Lot 88	S.80289	675m ²	64C/137
Lot 89	S.80289	731m ²	64C/138
Lot 90	S.80289	842m ²	64C/139
Lot 91	S.80289	697m ²	64C/140
Lot 92	S.80289	806m ²	64C/141
Lot 93	S.80289	710m ²	64C/142
Lot 94	S.80289	670m ²	64C/143
Lot 95	S.80289	601m ²	64C/144

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

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SCHEDULE THREE

- (a) Not to allow work to commence for the erection of improvements whether for a dwelling, accessory buildings or fences on the lot unless plans and specifications and all other details of the 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 its appointee. The Transferor may in its absolute discretion withhold such consent if it considers that the Transferee's proposed plans, specifications and details of construction do not conform to the standard desirable for the subdivision and the Transferee shall not erect or permit to be erected any improvement on the lot not first approved by the Transferor in terms of this clause.
- (b) Not to erect any buildings on the lot other than new a residential dwelling and accessory buildings.
- (c) Not to shift on to the lot a pre-built transportable or relocatable dwelling or existing dwelling which has previously been lived in.
- (d) Not to erect a dwelling with a floor area less than 130m² exclusive of garage, carports, decking, breezeways, roof overhangs and other accessory buildings, except with the consent of the Transferor or its appointee and then the floor area shall not be less than 105m² exclusive of garage, carports, dealings, breezeways, roof overhangs and other accessory buildings.
- (e) Not to erect more than one dwelling and accessory buildings on the lot or to further subdivide the lot unless the lot is lot 66, 80, 82 or 85 on DPS.80288 or lot 58 or 63 on DPS.80289 and then the lot may be subdivided subject to territorial authority and government department approval to create one further lot or building site so that a maximum of two dwellings and accessory buildings may be erected on the lot.
- (f) Not to construct a dwelling with less than a minimum of 75 % of the exterior cladding consisting of the following materials:
 - (i) Kiln fired or concrete brick;
 - (ii) Solid plaster or texture plaster finish;
 - (iii) Stone or timber;
 - (iv) Pre-finished metal weatherboard bonded to solid timber boards; or
 - (v) Any other exterior cladding material for which the Transferee has first obtained the Transferor's consent in writing.

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.

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Any accessory building shall be architecturally integrated with the design of the dwelling.

(g) Not to use any metal clad roof that has not been factory pre-painted.

(h) (i) To complete any building on the lot within twelve months of laying down of the foundations for such building; and

(ii) To complete within fifteen months of laying down of the foundations for any building all ancillary works such as landscaping and 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;

(iii) Not to allow construction of the dwelling to be delayed so that substantial progress is not made for any period exceeding three months.

(i) Once construction of the dwelling has been substantially completed not to bring on to or allow to remain on the lot, in front of the building line of the dwelling on the lot or on any road in the subdivision any caravan, recreational vehicle, craft, trailer, trade vehicle, other equipment, materials or machinery unless garaged or screened from the road adjacent to the lot so as to preserve the amenities of the neighbourhood.

(j) Not to use the lot in any way that in the opinion of the Transferor detrimentally affects the amenities of the neighbourhood including permitting noise from the lot which is likely to cause offence to other occupiers in the subdivision.

(k) Not to use the lot for other than residential purposes.

(l) Not to occupy or use the dwelling as a residence until it has been substantially completed in accordance with the terms of this agreement and the appropriate local authority completion certificates have been issued for the dwelling.

(m) 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 metres from the boundary of the lot adjacent to the road or 1.83 metres in height generally.

(n) Not to construct any clothes line in such a way to be highly visible from any road in the subdivision.

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- (o) To keep and maintain the lot and adjacent local authority owned road frontage in a neat and tidy condition from the possession date.
- (p) Not to allow erection of more than one advertisement, sign or hoarding of a commercial nature on any part of the lot without the prior consent in writing of the Transferor.
- (q) Not to allow the removal of soil from the lot except as shall be necessary for the construction of approved buildings.
- (r) Not to bring on to, raise, breed or keep any animals or livestock on the lot or in buildings except to keep a maximum of three animals limited to dogs or cats. The animals shall not be allowed to become a nuisance to others in the subdivision.
- (s) To ensure that in any construction due allowance is made for adequate future drainage of all excess stormwater from the lot, the Transferee remaining responsible for any remedial action undertaken for any breach.
- (t) To reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, kerb, berm, concrete or other structures in the subdivision arising from the Transferee's, their agents' or invitees' direct or indirect use of the land.
- (u) Not to grant in favour of any adjoining property a right of way, other easement or licence over the lot unless the lot is lot 3, 10, 48, 50 on DP's.78287 or lot 21 on DPS.78288 and the creation of easements is necessary to complete a further subdivision of the lot.

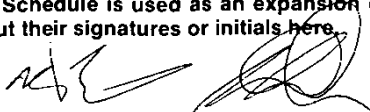
TO: District Land Registrar
HAMILTON

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


Solicitor for the Transferor

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TRANSFER

Land Transfer Act 1952

Law Firm Acting

Holland Beckett Maltby
Private Bag 12011
Tauranga

Auckland District Law Society
REF: 4*35



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(except for "Law Firm Acting")



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115.
195 multi title