

B397663.1 T

107-22

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

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**

56A	66	ALL	
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Transferor Surnames must be underlined

WELLFIELD DEVELOPMENTS LIMITED at Tauranga

Transferee Surnames must be underlined

FERNDOWN DEVELOPMENTS LIMITED

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

Fee Simple and the Transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor, Land Covenant (continued on pages 2-4 Annexure Schedule)

Consideration

\$36,500.00

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 11 day of February 1997

Attestation



Signed in my presence by the Transferor
Signature of Witness

by William James Hochhead
as Director

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

by Michael Colin Harsley
as Director/Authorised Signatory

Witness name ROSS PETER HARRIS

Occupation SOLICITOR
TAURANGA

Address

(continued on page 4 Annexure Schedule)

Signature, or common seal of Transferor

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 Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

Annexure Schedule

Insert below

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

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11 February 1997

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Continuation of Estate or Interest or Easement to be created

AND WHEREAS the Transferor when registered as proprietor of all the land contained in plans deposited in the Land Registry Office at Hamilton under Numbers S.69791, S.69792 subdivided that land into residential lots roads and access ways in the manner shown and defined on those plans for the purposes of the sale of the said land in residential lots as a building estate

AND WHEREAS it is the Transferor's intention that all residential lots contained in the Deposited Plans hereinbefore mentioned shall be subject to a general scheme applicable to and for the benefit of all the said residential lots and that the owner or occupier for the time being of each of the said residential lots shall be bound in perpetuity by restrictions set out in the Second Schedule hereto and that the respective owners and occupiers for the time being of any of the said residential lots may be able to enforce the observance of such restrictions by the owners or occupiers for the time being of any of the other said residential lots in equity or otherwise howsoever such being a benefit conferred within the terms of clause 4 of the Contracts (Privity) Act 1982

AND WHEREAS it is the Transferor's intention to create for the benefit of the land set out in the First Schedule hereto (hereinafter referred to as the "dominant Lots") the land covenants set out in the Second Schedule hereto over the land in Certificate of Title 56A/66 (hereinafter referred to as the "servient Lot") **TO THE INTENT** that the servient lot shall be bound by the stipulations and restrictions set out in the Second Schedule hereto and that the owners and occupiers for the time being of the dominant lots may enforce the observance of such stipulations against the owners for the time being of the servient lot

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the servient lot and for the benefit of the respective dominant lots the transferee **DOETH HEREBY COVENANT AND AGREE** with the Transferor in the manner set out in the Second Schedule hereto so that the covenants run with the servient lot for the benefit of the respective dominant lots as described in Schedule One hereto

AND THE TRANSFEROR HEREBY COVENANTS with the Transferees that it will obtain from each and every one of the Transferees of any part or parts of the dominant lots the like covenants as are herein contained on the part of the Transferees **AND** in consideration therefore the Transferees **DO HEREBY COVENANT** that they will at all times hereafter save harmless and keep indemnified the Transferor from all proceedings costs claims and demands in respect of breaches of the said restrictions occurring in respect of those parts of the servient lot in respect of which the Transferor has executed the transfer and whether such transfer has been registered or not

FIRST SCHEDULE

ALL THOSE pieces of land containing together Three Decimal One Four Eight Six hectares (3.1486ha)

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.

Copy 1
S22

Annexure Schedule

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

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more or less being Lots 1-3, 20-23, 28-42, 48-51 on DPS.69791 and Lots 4-19, 24-27, 43-47 on DPS.69792 being comprised in Certificates of Title 56A/61 to 56A/86 (incl) 56A/88 to 56A/90 (incl), 56A/91 to 56A/116 (incl) (excluding however the land transferred herein)

SECOND SCHEDULE

- (i) Not without the consent of the transferor to erect any building other than a new residential home and not to permit or allow the removal on to the property of any pre-built transportable or relocatable house or existing house which has previously been lived in.
- (ii) Not to erect a dwellinghouse of a floor area less than 85 square metres. (The floor area measurement is exclusive of garage, carports, decking, breezeways, roof overhang and other accessory buildings).
- (iii) All dwellings to have a minimum of 50% of the exterior cladding of the dwelling consisting of any of the following materials: kiln fired or concrete brick, stucco textured finish, stone or timber, pre-finished metal or vinyl weatherboard construction or any other new exterior cladding material for which the transferee has first obtained the transferor's consent in writing. Any dwelling with an exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured in such a manner as to fully cover the base material.
- (iv) Not to use any metal clad roof that has not been factory prepainted or roofing material which will create a glare offensive to adjoining property owners.
- (v) Not to erect any more than one single family dwellinghouse on the land nor subdivide, nor cross-lease the land further.
- (vi) To complete any building within 12 months of laying down the foundations for such building AND FURTHER will within 18 months of laying down the foundations construct in a proper and tradesmanlike manner a driveway, or vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving, or tar-sealing, and will further construct a single garage or carport of prefinished or painted material.
- (vii) Not to permit the land to be occupied or used as a residence unless the buildings on the property have been substantially completed in accordance with this agreement and any local authority building permit or authority.
- (viii) Not to erect any fence constructed of corrugated iron or post and wire or exceeding 1.83 metres in height above the finished subdivision ground level of that lot.

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Annexure Schedule

Insert below
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- (ix) To keep and maintain in a neat and tidy condition the section and the Council owned road frontage of the land from date of possession.
- (x) Not to display more than one advertisement, sign or hoarding of a commercial nature on any part of the land or building. Such advertisement sign or hoarding being first approved in writing by the Transferor and complying with any local authority ordinances.
- (xi) To ensure that in any construction, due allowance is made for adequate current and future drainage of all excess stormwater from the residential lot, the transferee remaining responsible for all costs, claims or demands for any remedial action undertaken for any breach thereof.
- (xii) To reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the transferee's use of the land directly or indirectly through the transferee's agent or invitees.

Continuation of Attestation

SIGNED in my presence by the Transferee

Signature of Transferee:

Signature of Witness:

Witness Name:

Denis John Smith

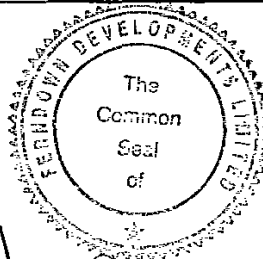
Michael Roy Smith

Occupation:

Director

Director

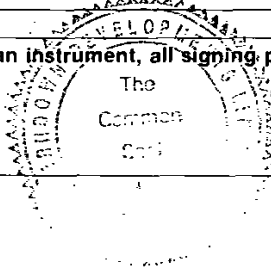
Address:



[Handwritten signature of Denis John Smith]

[Handwritten signature of Michael Roy Smith]

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[Handwritten signatures and initials]

Annexure Schedule

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

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Land Transfer Act 1952

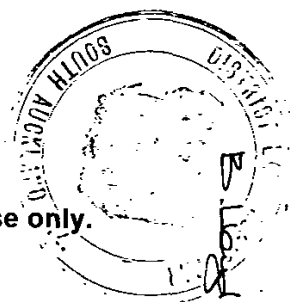
Law Firm Acting

HARRIS TATE & CO
SOLICITORS
TAURANGA

Auckland District Law Society
REF. 4135

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(except for "Law Firm Acting")

56A/66



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