

Approved by Registrar-General of Land under No. 2002/1026

Transfer instrument
Section 90, Land Transfer Act 1952



COV 7901378.11 Covenants

Cpy - 01/01, Pgs - 006, 07/08/08, 08:09



DocID: 511895930

Land registration district

SOUTH AUCKLAND

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

(Continued on page 1 Annexure Schedule)

Transferor

Surname(s) must be underlined or in CAPITALS.

Loloma Developments Limited

Transferee

Surname(s) must be underlined or in CAPITALS.

Loloma Developments Limited

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created

State if fencing covenant imposed.

Fee Simple subject to a land covenant (continued on page 1 Annexure Schedule) and the Transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978.

Operative clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this

14

day of

AUGUST

2008

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

	Signed in my presence by the Transferor
Signature [common seal] of Transferor	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
	Address

Leander Diana Kee
Solicitor
Tauranga

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Transferee

Annexure Schedule

Insert type of instrument

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

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(Continue in additional Annexure Schedule, if required.)

Continuation of "Certificate of Title No" "(All)"

361977
361978
361979
361980
361981

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

WHEREAS it is the Transfer's intention to create for the benefit of the land in the Certificates of Title set out in Schedule A (hereinafter referred to as the "Dominant Lots") the land covenant set out in Schedule B over each certificate of title herein transferred (hereinafter referred to as the "Servient Lots") **TO THE INTENT** that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations and restrictions against the owners for the time being of the Servient Lots.

AND AS INCIDENTAL to the within Transfer so as bind the Servient Lots and for the benefit of each of the other Dominant Lots the Transferee **HEREBY COVENANTS AND AGREES** in the manner set out in Schedule B so that the covenants run with the Servient Lots for the benefit of the Dominant Lots.

PROVIDED ALWAYS that the owners of the Servient Lots shall only have personal liability hereunder while they are the owner of the Servient Lots in respect of which any such breach shall occur (or is alleged to occur).

SCHEDULE A

Lot No.	Deposited Plan No	CT Reference
94	369442	282005
95	369442	282006
96	369442	282007
97	369442	282008
98	369442	282009
99	369442	282010
100	369442	282011
101	369442	282012
102	369442	282013
192	369442	282019
187	369442	282014
188	369442	282015
189	369442	282016
190	369442	282017
191	369442	282018
198	369442	282020
112	388834	355123
113	388834	355124
114	388834	355125

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

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115	388834	355126
116	388834	355127
117	388834	355128
118	388834	355129
119	388834	355130
193	388834	355131
194	388834	355132
108	390233	361977
109	390233	361978
110	390233	361979
111	390233	361980
195	390233	361981

SCHEDULE B

1. Not to erect or permit to be erected any building without first obtaining the consent of the Transferor or its nominee to the plans specifications and site plans of such building provided that the Transferor's approval shall not be unreasonably withheld where the building otherwise complies with the requirements of the covenants contained herein.
2. Not to erect or permit to be erected any building other than a new residential dwelling and ancillary buildings nor to permit or allow the removal onto the property of any pre-built transportable or re-locatable house or existing house which has previously been lived in. Where the dwellinghouse to be erected does not have a roof which consists of 3 or more hips or 3 or more gables then such dwelling shall not be permitted unless the Transferor's consent is first obtained in writing. Such consent to be at the absolute discretion of the Transferor.
3. Not to erect or permit the erection of any dwelling other than a single level residential dwelling and such garage or other buildings which would normally be appurtenant to a single level residential dwelling provided however, a garage constructed below the natural ground level of the property shall not breach this covenant PROVIDED HOWEVER, a garage constructed below the natural ground level of the property shall not breach this covenant.
4. Not to erect a dwelling house of a floor area less than 120 square metres (the floor area measurement to be exclusive of garage, carports, decking, breezeways, roof overhang and other accessory buildings).
5. To construct any dwelling with a minimum of 75% 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 (with the exception of board and batten), 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.
6. Not to:
 - erect or permit to be erected any building or structure whatsoever; nor

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- cause or permit any tree, shrub, or other vegetation to grow

to a height in excess of the height specified for the lot in the schedule of "Proposed Height Restrictions" as endorsed on DP390233.

7. In respect of Lots 108 to 111 (both inclusive) ^{and Lot 195} not to cause or permit or suffer any tree, shrub or other vegetation to grow to a height in excess of 2 metres within that area between the rear of any dwelling erected on the property and the rear boundary of the property (or the stopbank where applicable).
8. Not to permit or suffer the erection of any temporary building or structure upon the land except as maybe used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of the work.
9. Not to permit any building or associated works in the course of construction to be left without substantial work being carried out for a period exceeding 3 months and will complete construction of any such building within 12 months of commencement of work and shall complete fencing and landscaping within 6 months thereafter.
10. Not to permit or suffer the use of the land other than for residential purposes.
11. Not to permit or suffer the said land to be occupied or used as a residence unless the building on the property has been substantially completed in accordance with the covenants contained herein and the buildings meet the requirements of the appropriate local authority.
12. Not to use any metal clad roof that has not been factory pre-painted.
13. Not to erect or allow to be erected on the land A-frame type/style dwellings or buildings.
14. Not to erect or establish any fence constructed of corrugated iron or a fence or hedge exceeding 1.8 metres in height above the finished ground level at the date that this transfer is effected or 1.2 metres in height within 4.5 metres of any road frontage.
15. To ensure that a driveway or vehicle access will be fully constructed in a permanent surfacing such as concrete, concrete block, brick paving or tarsealing and that such surfacing will be carried out in a proper and tradesmanlike manner within six months of completion of construction of any building.
16. Not to carry out landscaping on the road frontage of the Council owned land except in accordance with the general overall landscaping plan prepared by the Transferor or, with prior written approval of the Transferor.
17. To keep and maintain in a neat and tidy condition the Council owned road frontage of the land.
18. In respect of Lots 108 to 111 (both inclusive) not to cause or permit to be done any act which could possibly block or restrict the flow of stormwater within the overland flow path area shown as "Z", "Y", "X" and "W" on DP 390233 in respect of the Transferor's subdivision as the drainage easement area.
19. To construct any garage, carport or other out building in those materials prescribed by this covenant and of a design as to be architecturally integrated with the main dwelling.

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20. To reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, curbs, concrete or other structures in the subdivision arising from the Transferee's use of the land directly or indirectly through the Transferee's agents or invitees.
21. Not to stockpile or store earth, sand, pumice or other materials on the lot unless such materials are actually to be used in the construction and landscaping of a permanent dwelling or accessory building on the lot.
22. To allow the Transferor the right at any time to require from the Transferee written evidence that the Transferee's architect/designer and/or builder has sighted the within covenants and is of the opinion that the proposed residence or building complies with the requirements of the covenants.
24. Not at any time other than in relation to the erection of the dwelling and associated buildings to bring on to or allow to remain on the land or any internal road of the subdivision any temporary dwelling, caravan, trade vehicle or other equipment or materials or machinery unless garaged or screened so as to preserve the amenities of the neighbourhood and to prevent noise likely to cause offence to residents in the subdivision. No recreational or commercial vehicles or trailers shall be regularly located on the street or footpath.
25. Not to bring on to or allow to remain on the land any campervan unless such campervan is:-
 - (a) of a size no larger than 6.6 metres in length and of a height no greater than 3.3 metres over 1/3rd of its length and 3 metres over its balance;
 - (b) factory or custom built (to the intent that bus conversions are prohibited);
 - (c) garaged or screened so as to preserve the amenities of the neighbourhood and neighbouring outlooks and views are taken into consideration when such campervan is being positioned; and
 - (d) positioned in an area first approved by the Transferor or its nominee, such approval to be at the absolute discretion of the Transferor.
26. Not to construct any clothesline or letterbox except such clothesline or letterbox as may be aesthetically sensitive in terms of design location and siting and shall not be sited in such a way as to be highly visible from the street. No letterbox shall be sited in the road reserve outside the property of the Transferee.
27. If there should be any breach or non-observance of any of the covenants contained herein and without prejudice to any other liability which the Transferee may have to any person having the benefit of these covenants, the Transferee will upon written demand being made by the Transferor or any of the registered proprietors of the Lots:-
 - (a) pay the sum of \$100.00 per day for every day that such breach or non-observance continues after the date upon which written demand has been made, such damages to be paid to the Transferor for so long as the Transferor remains a registered proprietor failing which, to be paid to the person(s) making such demand;

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[Handwritten signature]

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- (b) remove or cause to be removed from the land any secondhand or used dwelling, garage, carport, building or other such structure erected or placed on the land in breach or non-observance of these covenants;
- (c) replace any building materials used in breach or non-observance of these covenants with new or not pre-used materials.

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