

Transfer instrument
Section 90, Land Transfer Act 1952



T 7113091.4 Transfer

Cpy - 01/01, Pgs - 008, 13/11/08, 15:24



DocID: 611662469

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 7th day of NOVEMBER 2006

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	Erin Ann Handley Legal Secretary TAURANGA
	Address	

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)"

159384 to 159390 (both inclusive) called ("the land")

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 the land in Certificates of Title 159384 to 159390 (both inclusive) (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 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
120	338661	159384
121	338661	159385
122	338661	159386
123	338661	159387
124	338661	159388
125	338661	159389
153	338661	159390
185	338661	159391

SCHEDULE B

1. Not to erect or permit to be erected any building without first obtaining the consent of the ~~Vendor~~ ^{transferor} or its nominee to the plans specifications and site plans of such building provided that the ~~Vendor's~~ ^{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 ~~Vendor's~~ ^{transferor's} consent is first obtained in writing. Such consent to be at the absolute discretion of the ~~Vendor~~ ^{transferor}.

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.

ak *alt* *LRD* ^{transferor's}

Annexure Schedule

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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.
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 Purchaser has first obtained the Vendor'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 having a height, nor cause or permit or suffer any tree, shrub or other vegetation to grow to a height, in excess of the height shown in the schedule of ^{proposed} height restriction shown on DP338661.
7. 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.
8. 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.
9. Not to permit or suffer the use of the land other than for residential purposes.
10. 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.
11. Not to use any metal clad roof that has not been factory pre-painted.
12. Not to erect or allow to be erected on the land A-frame type/style dwellings or buildings.
13. 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.

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[Handwritten signatures and initials]

Annexure Schedule

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14. 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.
15. 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 Vendor or, with prior written approval of the Vendor.
16. To keep and maintain in a neat and tidy condition the Council owned road frontage of the land.
17. 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.
18. 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 ~~Purchaser's~~ ^{transferor} use of the land directly or indirectly through the ~~Purchaser's~~ ^{transferees} agents or invitees.
19. 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.
20. The ~~Vendor~~ ^{transferor} shall have the right at any time (but shall not be obliged) to require from the ~~Purchaser~~ ^{transferees} written evidence that the ~~Purchaser's~~ ^{transferees} 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.
21. 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.
22. 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);

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UA WH RRO

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(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 ~~Vendor~~ ^{transferor} or its nominee, such approval to be at the absolute discretion of the ~~Vendor~~ ^{transferor}.

23. 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 ~~Purchaser~~ ^{transferee}.

24. 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 ~~Purchaser~~ ^{transferor} may have to any person having the benefit of these covenants, the ~~Purchaser~~ ^{transferor} will upon written demand being made by the ~~Vendor~~ ^{transferor} or any of the registered proprietors of the Lots:- ~~transferor~~ ^{transferee}

(a) pay as liquidated damages 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 ~~Vendor~~ ^{transferor} for so long as the ~~Vendor~~ ^{transferor} remains a registered proprietor failing which, to be paid to the person(s) making such demand;

(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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uf *W* *22.10*

In the Matter of: The Land Transfer Act 1952

In the Matter of: A Plan to be Deposited
under No. DP338661

Consent Of Mortgagee

FM CUSTODIANS LIMITED the Mortgagee under Mortgage B579386.2 registered against the Title to the land comprised and described in Certificate of Title 150029 (South Auckland Registry) **HEREBY CONSENTS** to deposit of Plan DP338661, the creation of the restrictions shown thereon, certain land covenants **WITHOUT PREJUDICE** to its rights and remedies under the said Mortgage.

DATED this

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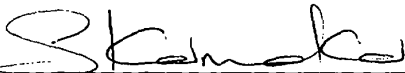
day of

November

2008

2008

SIGNED on behalf of
FM CUSTODIANS LIMITED
by its duly appointed Attorney
in the presence of:-



(Witness signature)

Griselda Leela Karmakar
Administrative Assistant

(Full name of witness) Auckland

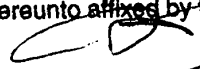
(Occupation)

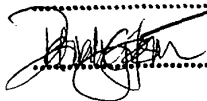
(Address)



2008/1172

The Common Seal of
FM Custodians Limited was
hereunto affixed by the authority of:


Mohammed Aktar
Authorised Signatory


Designated Signatory
Deborah Robyn Gipson