

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

Transfer instrument
Section 90, Land Transfer Act 1952

Land registration district

SOUTH AUCKLAND



T 6606700.1 Transfer
Cpy - 01/04, Pgs - 005, 11/10/06, 16:11



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

All/part

Area/description of part or stratum

221930

All

Transferor

Surname(s) must be underlined or in CAPITALS.

THE WAIKATO DISTRICT COUNCIL

Transferee

Surname(s) must be underlined or in CAPITALS.

Mark David TURNER and Helen Mary-Anne TURNER

Estate or interest to be transferred, or easement(s) or *profit(s) à prendre* to be created
State if fencing covenant imposed.


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 and the land covenant in the annexure schedule

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 27 day of September 2005

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 of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Acting Chief Executive Address Mayor
Signature [common seal] of Transferor	

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

Transfer

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(Continue in additional Annexure Schedule, if required.)

SCHEDULE

WHEREAS

A. By agreement dated 21 April 2005 the Transferor agreed to sell the land in Certificates of Title 221930 ("the land") to the Transferee and the Transferee agreed to purchase the land and to enter into the covenants on the part of the Transferee set out in this transfer.

B. The Transferee acknowledges and agrees with the Transferor that the property is part of a development which is intended to be established as a modern and well designed subdivision and it is the Transferor's intention that each of the lots of the said subdivision be subject to a general scheme applicable to and for the benefit of the dominant lots being comprised in Certificates of Title 221917, 221918, 221919, 221920, 221921, 221922, 221923, 221924, 221925, 221926, 221927, 221928, 221929, 221930, 221931, 221932, 221933, 221934 and 221935 collectively called the benefiting lots and that the owner or occupier for the time being of each of the servient lots shall be bound by the covenants and that any of the owners and occupiers for the time being of the said lots may be able to enforce the observance of the covenants by the owners or occupiers for the time being of any of the subject lots.

The Transferee for itself and its successors in title covenants and agrees with the Transferor and its successors in title for the benefit of each and all of the benefiting lots on Land Transfer Plan 354349 not transferred by this transfer and also separately with each and all of the registered proprietors of the lots on Land Transfer Plan 354349 which have been transferred that:

- 1.0 The Transferee shall at all times observe and perform the covenants contained in this Schedule to the intent that each of the covenants shall forever be for the benefit of and be appurtenant to each and all of the benefiting lots provided that the Transferee shall be liable only for breaches of the covenants contained in this transfer which occur whilst the Transferee is the registered proprietor of the land or any part of the land.
- 2.0 If there is any breach or non-observance on the Transferee's part of any of the covenants contained in this Schedule and without prejudice to any other liability which the Transferee may have to the Transferor and any person or persons having the benefit of those covenants the Transferee shall upon written demand being made by the Transferor or any of the registered proprietors of any of the benefiting lots:
 - a) pay to the person making such demand as liquidated damages the sum of \$50,000.00 or a sum equal to one quarter of the cost of any dwelling, building, structure or improvement erected, repaired or completed in breach or non-observance of the covenants contained in clauses 4.0 to 4.10 herein, whichever is the greater; or
 - b) permanently remove or cause to be removed from the land any dwelling, building, structure or improvement so erected, repaired or completed in breach of the covenants contained in clauses 4.0 to 4.10, 5.0 and 7.0 herein.
- 3.0 The Transferee shall at all times indemnify and keep the Transferor indemnified from all losses, costs, claims and demands in respect of any breach or non-observance by the Transferee of the covenants contained in this Transfer.
- 4.0 The Transferee agrees with the Transferor that it is desirable for the protection and in the interests of all Transferees that the erection of buildings and structures on the land and maintenance thereof be carried out by the Transferee in accordance with the following conditions:
 - 4.1 The Transferee shall not erect or place on the land or allow to be erected or placed on the land any dwellinghouse which is not a new residential dwellinghouse. The dwellinghouse shall have a minimum ground floor area of 120 square metres, excluding garages, carports and decking. The exterior cladding shall consist entirely of any of the following materials:

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.

UT HT

MJA

Annexure Schedule

Insert type of instrument
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(Continue in additional Annexure Schedule, if required.)

- Kiln fired or concrete brick
- Stucco finish on fibrous sheet or polystyrene, concrete block or solid concrete
- Stone
- Timber
- Metal laminate on solid timber

Provided that:

- a) Alternative upper floor exterior cladding may be used if first approved by the Transferor.
- b) The Transferor may waive the minimum floor area if it is satisfied that in all other respects the dwelling house complies with the requirements of these clauses.

- 4.2 The Transferee shall not allow any metal roofing on the land unless the same has been pre-painted.
- 4.3 The Transferee shall not permit the construction of the exterior of any dwellinghouse on the land to take more than a period of six months from commencement of the construction of that dwellinghouse.
- 4.4 The Transferee shall not permit the driveway on the land to remain uncompleted without a solid running course (concrete, asphalt, cobblestones or similar) for more than six months after completion of the dwellinghouse.
- 4.5 Any boundary fences the Transferee erects on the land shall be constructed of brick, wood, plastered concrete block or plastered fibrolite. The Transferee shall not construct a fence which is higher than 1.2 metres on the road boundary of the land.
- 4.6 The Transferee shall not place on the land any form of temporary accommodation (including a caravan) or structures other than a builder's storage shed during construction of the dwellinghouse, such storage shed to be removed on completion of the dwellinghouse.
- 4.7 The Transferee shall not erect or allow to be erected on the land any buildings other than one family dwellinghouse with, if required, a garage or two garages or such other buildings as would normally be appurtenant to a family dwellinghouse provided that any garage shall form part of or be permanently attached to the dwelling house.
- 4.8 The Transferee shall not permit or cause the removal of soil from the land except as shall be necessary for the construction of the building(s) thereon.
- 4.9 The Transferee shall not construct a dwellinghouse to a single rectangle or square and the dwellinghouse shall contain more than two hips or two gables in the roofline. Flat roofed dwellings are acceptable provided they comply otherwise with the conditions in these clauses and have more than one level of roofing. This condition may be waived at the sole discretion of the Transferor.
- 4.10 No construction work of any kind, including excavation of foundations on the land, shall be commenced on the land unless plans and specifications and all other details of construction and finish as the Transferor at its absolute discretion may require, have been first submitted to it and have received its written approval. Such approval shall not be unreasonably withheld where the Transferor is satisfied that the construction work will comply with the terms of the clauses in this Transfer.

- 5.0 The Transferee shall not move into a dwellinghouse under construction on the land unless such dwellinghouse is substantially completed.

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MT AT AH-PH

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(Continue in additional Annexure Schedule, if required.)

- 6.0 The Transferee shall not erect a clothesline on the land which is visible from the road or any other accessway, including a right of way.
- 7.0 The Transferee shall not permit or cause any rubbish to accumulate or be placed upon the land and not permit any excessive growth of grass or other vegetation so that the same becomes long or unsightly.
- 8.0 The Transferee shall not erect or permit to be erected any advertisement sign or hoarding of a commercial nature on any part of the said land without the prior written consent of the Transferor.
- 9.0 The Transferee shall not keep or allow any animals on the land other than domestic pets which definition shall without restricting the generality of such term exclude goats, sheep, horses, pigs, poultry and beehives.
- 10.0 If the Transferee or any contractor or invitee of the Transferee causes any damage to the roading, footpath, kerb or other structure in the subdivision or to any property other than the property of the Transferee within the subdivision, the Transferee covenants to forthwith make good the damage at its own expense or to pay the cost of the repair to the damage in the event that such repair is effected by the Transferor.
- 11.0 The Transferee shall not park any vehicle, caravan or boat on or within five metres of any street, right of way of other accessway shown on Land Transfer Plan 354349 unless situated within enclosed garages constructed on the property provided that this prohibition shall not apply to any invitee of the Transferee where such invitees are not residing with the Transferee and the vehicles are parked temporarily only.
- 12.0 In consideration of the above covenants the Transferor covenants and agrees with the Transferee to obtain from each and every Transferee of each of the benefiting lots covenants in the same form as those set out in this Transfer.

Continuation of "Attestation"

<u>Helen Turner</u> <u>Mark Turner</u>	Signed in my presence by the Transferee <hr/> Signature of witness <u>[Signature]</u> Witness to complete in BLOCK letters (unless legibly printed) Witness name: <u>LYNNE JOAN GILES</u> Occupation: <u>DIRECTOR</u> Address: <u>33 MUNRO PLACE HAMILTON</u>
Signature, or common seal of Transferee	

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[Signature] [Signature]

Landonline User ID: ANOLANHA

LODGING FIRM: Anthony J Nolan

Address: P O Box 1268

Hamilton

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)

T 6606700.1 Transfer

Cpy - 02/04, Pgs - 006, 11/10/05, 16-11

Copies
(inc. original)

DocID: \$11321795

Plan Number Pre-Allocated or
to be Deposited:

Client Code / Ref:

Other (state)

Rejected Dealing Number:

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	221930	T	Waikato District Council to MD & HM Turner	50.00							\$50.00
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

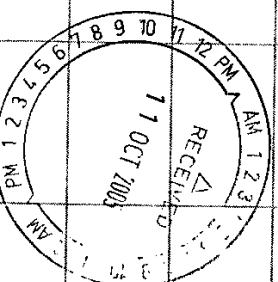
Annotations (LINZ use only)

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

Original Signatures? _____



Subtotal (for this page)

\$50.00

Total for this dealing

\$50.00

Less Fees paid on Dealing #

Cash/Cheque enclosed for

\$50.00