



TRANSFER
Land Transfer Act 1952

B549827.2 T



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*

66D	839 TO	ALL	
66D	880		
	INC.		

Transferor Surnames must be underlined or in CAPITALS

OAKLANDS SUBDIVISION LIMITED

Transferee Surnames must be underlined or in CAPITALS

OAKLANDS SUBDIVISION 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 a land covenant (continued on annexure schedule pages 1 to 7)

Consideration

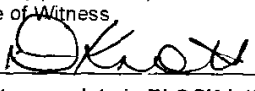
\$1.00

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 15th day of June 1999

Attestation

 S. Agnew Director	Signed in my presence by the Transferor Signature of Witness 
 I.B. Patton Director by his duly authorised and appointed attorney Steven Colin Agnew	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Donna Knott Occupation Legal Executive Address Hamilton
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 General Duties Act 1923:
(DELETE INAPPLICABLE CERTIFICATE)

REF. 4:35 /2


Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

15-6-99

Page

1

of

8

Pages



CONTINUATION OF ESTATE, INTEREST OR EASEMENT TO BE CREATED

The transferor when registered proprietor of the land formerly contained in certificates of title 51D/772, 51D/773 and 51D/775 subdivided the land into residential lots in the manner shown and defined on DPS.84326 AND WHEREAS it is the Transferor's intention to create land covenants so that each of the lots in Schedule A (the lots) shall individually have both the burden and the benefit of the land covenants as set out in Schedule B TO THE INTENT that each of the lots shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the owners and occupiers for the time being of the other lots in Schedule A may enforce the observance of such stipulations against the owners for the time being of the lots.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind each of the lots in Schedule A (the servient lots) and for the benefit of the other lots in Schedule A (the dominant lots) the transferee DO HEREBY COVENANT AND AGREE in the manner set out in the Schedule B hereto so that the covenants run with the servient lots for the benefit of the respective dominant lots as described in Schedule A.

SCHEDULE A

Certificates of title 66D/839, 66D/840, 66D/841, 66D/842, 66D/843, 66D/844, 66D/845, 66D/846, 66D/847, 66D/848, 66D/849, 66D/850, 66D/851, 66D/852, 66D/853, 66D/854, 66D/855, 65D/856, 66D/857, 66D/858, 66D/859, 66D/860, 66D/861, 66D/862, 66D/863, 66D/864, 66D/865, 66D/866, 66D/867, 66D/868, 66D/869, 66D/870, 66D/871, 66D/872, 66D/873, 66D/874, 66D/875, 66D/876, 66D/877, 66D/878, 66D/879, 66D/880.

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



Set below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

15-6-99

Page

2

of

8

Pages

CONTINUATION OF ESTATE, INTEREST OR EASEMENT TO BE CREATED
SCHEDULE B

- A. The transferor and transferee acknowledge and agree that the property forms part of a development to be established as a modern and well-designed residential subdivision. The transferor and transferee therefore agree that the within property and all properties forming part of the plan of subdivision will be subject to the following building and land covenants and will be incorporated in this memorandum of transfer between the transferor and the transferee for the within property so that it also binds their successors and assigns.
- B. The transferee shall not conduct on the property any site works or building works including fencing unless the plans and specifications for such works have been approved by the transferor prior to the commencement of any such works on the property. Where the consent of the transferor is required to be given the transferor shall in its sole discretion confirm such consent in writing to the transferee within 3 working days of receipt of the relevant information; and
- C. All dwellings on the property shall be designed by a professional designer and shall include an attached garage and shall be generally appealing and shall;
- (i) have a minimum ground floor area of 120 m² (excluding garage, carports and decking). Should a 2 storey dwelling be constructed the minimum ground floor area may be reduced at the transferors discretion in all respects but in no event shall the total area of the dwelling (excluding garage, carport and decking) be less than 120m². In no event shall the combined ground floor area of the dwelling and ancillary buildings (including but not limited to garaging and carports) exceed 45% coverage of the total land area of the property; and
 - (ii) be constructed to a shape other than a simple rectangle or square and shall contain a minimum of three (3) hips and or gables to the roof line; and
 - (iii) have an exterior cladding, which is constructed from at least 75%:
 - i) Manufactured Clay or Concrete Bricks
 - ii) Stucco Texture
 - iii) Stone
 - iv) Stained or painted weatherboard
 - v) Pre-finished metal weatherboard bonded to solid; and

any weatherboard shall be manufactured and installed in a good and workmanlike manner using traditional scribes and boxed corners. No weatherboard shall be used which exceeds a finished face width of 180mm. Any dwelling with an exterior finish in the form of a flat cladding, poured concrete, or concrete block shall be plastered and textured to fully obscure such base material. All surfaces which are not pre-coloured or pre-coated shall be painted or stained prior to the dwelling being occupied; and

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



sert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

15-6-99

Page

3

of

8

Pages

CONTINUATION OF INTEREST, ESTATE OR EASEMENT TO BE CREATED

D. Any dwelling (including garage, carports & decking) or ancillary building shall not be built within;

- (i) 1.5 metres of any adjoining lot; and
- (ii) 6 metres of any public area or walkway; and

E. The roof on any dwelling and ancillary buildings must be constructed using the following materials or such other material approved by the transferor;

- (i) Colour steel long run; or
- (ii) Colour steel tile; or
- (iii) Decramastic tile; or
- (iv) Concrete tile; and

areas of flat roofing or curved truss roofing may be incorporated into a roofing design provided they are constructed using materials best suited for their purposes, all materials are to be pre-finished and the roofing design must first be approved in writing by the transferor pursuant to clause B hereof; and

F. No more than one dwelling plus ancillary buildings will be erected on the property and there shall be no further subdivisions, boundary realignments, cross leasing or registration under the Unit Titles Act 1972 affecting the property provided that with respect to lots 26 & 27 a boundary realignment between these two lots shall be permitted; and

G. The property shall be used for residential purposes only; and

- (i) shall not be occupied as a residence unless the building on the property has been substantially completed in accordance with the terms of these covenants and the buildings meet the requirements of the appropriate Local Authority; and
- (ii) shall be a new residential home, or a relocatable home that shall have been purposefully constructed for relocation on such site; and

H. No advertising, signs or hoardings are to be erected on the property, except during construction of any dwelling on the property or, on the sale of the property. Up to two signs or hoardings may be erected for the purpose of advertising builders, suppliers or selling agents; and

I. Once construction of the dwelling has been substantially completed the transferee shall not bring onto or allow to remain on the property or any internal road of the subdivision any temporary building, caravan, trade vehicle or other equipment or materials or machinery unless it is garaged or screened so as to protect the aesthetic qualities of the subdivision and to prevent noise likely to cause offence to residents in the subdivision. No recreational or commercial vehicles or trailers are to be regularly located on the street or footpath or in front of the building line of the dwelling erected on the property; and

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.

Auckland District Law Society
REF 4120

Annexure Schedule



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

Transfer

Dated

15-6-99

Page 4 of 8 Pages

CONTINUATION OF ESTATE, INTEREST OR EASEMENT TO BE CREATED

- J. The transferee shall not have any breeding kennels, at the property and shall not have any animals on the property other than domestic pets which shall exclude but shall not be limited to goats, sheep, horses, pigs, poultry; and
- K. The transferee shall ensure that it enhances the quality and appearance of all attachments to any buildings on the property or installations on the property which shall include but shall not be limited to television antennas, solar hot water panels, and satellite dishes by discreetly integrating such attachments with the dwelling so they are not highly visible from the street, thoroughfares or adjoining properties; and
- L. The driveway is to be constructed with a full border structure and finished in either;
- (i) Concrete; or
 - (ii) Hot mix tarseal; or
 - (iii) Cobblestones; or
 - (iv) Bricks; and
- M. Prior to the commencement of any fences being built, the design and location of the fence is to be first approved by the transferor; and
- (i) No fence shall be constructed of unpainted iron or steel, post and wire or Ponga Logs or exceed 1.8 metres in height above the natural ground level and the transferees acknowledge that subject to Clause m (ii) they shall not call upon the transferor or the Local Authority to pay for or contribute towards the cost of erection or maintenance of any fence between the property and any adjoining land owned by the transferor or any adjoining Recreation Reserve but this condition shall not enure for the benefit of a transferee of such adjoining land or any part thereof; and
 - (ii) Any fence on lots 1, 5 and 78 which adjoins the feature entry walls to the subdivision shall be completed in a manner which shall, without limiting the discretion of the transferor, be in keeping with the integrity of the design of the entrance walls and shall be constructed in a manner and utilising materials, colours and design such that it shall not detract from the feature entry walls to the subdivision; and
 - (iii) Any fence on lots 10 and 11 adjoining the walkway to the Recreation Reserve shall be constructed so as to preserve or enhance the streetscape provided by the walkway to the adjoining Recreation Reserve and shall be first approved by the transferor who shall contribute fifty percent of the cost of such fencing within 20 working days of receipt of an invoice for such work as has been agreed by the transferor; and

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

Dated

15-6-99

Page

5

of

8

Pages

CONTINUATION OF ESTATE, INTEREST OR EASEMENT TO BE CREATED

- (iv) Any fence on any property adjoining the Recreation Reserve shall be constructed in such a way as to enhance the natural aesthetic quality of the subdivision viewed from the Recreation Reserve and must comply with the transferors Recreation Reserve Fencing Philosophy published from time to time. In all cases any such fencing must first be approved by the transferor.
- N. No building or associated works in the course of construction is to be left without substantial work being carried out for a period exceeding three (3) months and all construction of any such building shall be completed within twelve (12) months from commencement of building construction and in any event shall be completed within 2 years from settlement. All fencing and landscaping shall be completed within 2 years from settlement; and
- O. No temporary building or structure shall be erected on the property except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of the work; and
- P. No soil shall be stored on the property at any time after completion of construction of the dwelling or full occupation of the dwelling whichever occurs first; and
- Q. Any clotheslines on the property shall not be visible from any road, public area or walkway; and
- R. Any ancillary building of less than 6m² shall be permitted even though it shall not be in keeping with the covenants described herein, provided it is screened from any adjoining lot, roadway, public area or walkway;
- S. The dwelling and any ancillary buildings shall meet the requirements of the Local Authority; and
- T. The transferee shall re-instate, replace and otherwise be fully responsible for all costs arising from damage to the landscaping, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the transferees' use of the land whether directly or indirectly through the transferees' agents, invitees or servants; and
- U. The transferee shall keep the property in a tidy and mown condition free of any rubbish with no top soil being stored on the section, at any time after construction; and
- V. During the course of construction of any dwelling or other building works on the property for the purpose of vehicular access a timber or sand ramp shall be constructed and maintained over all curbing and footpaths to provide adequate protection to such structures. Such ramp shall be used for all vehicular access during such construction. The transferee shall remove the ramp and clean the area and repair any damage immediately on completion of the construction; and

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.

Auckland District Law Society
REF 4:20

Annexure Schedule



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

Transfer

Dated

15-6-99

Page

6

of

8

Pages

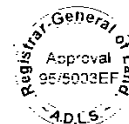
CONTINUATION OF ESTATE, INTEREST OR EASEMENT TO BE CREATED

- W. The transferee shall not prevent the transferor, its officers, employees or agents on the provision of 48 hours written notice from entering onto the property at all reasonable times for the purpose of ensuring compliance with the within covenants and remedying any breaches thereof. The transferee shall pay within one month of any written demand the amount of any costs or expenses incurred by the transferor in remedying any breach by the transferee of any of the covenants ("the due date"); and
- X. The cost of remedying any of the transferees obligations hereunder by the transferor or its agents or servants shall be recoverable from the transferees from the due date and until such costs are paid to the transferor the same shall bear interest by way of liquidated damages at the rate of 15% per annum calculated on a daily basis; and
- Y. Should the transferee fail to comply with or complete the covenants contained in this contract the transferor may require the transferee to sell the property including the dwelling and ancillary buildings to the transferor at the purchase price less the sum of \$100,000.00 14 days following receipt of a written demand from the transferor or its solicitors for failure to comply with or complete the covenants contained herein. For the purposes of this covenant the purchase price shall be deemed to be that price as set by a registered valuer who shall be selected by the President of the Valuers Institute and that valuers decision shall be final and binding; and
- Z. Notwithstanding any provision herein contained the transferor shall have the unrestricted and arbitrary right to consent to any variation or alteration at any time to any covenant set out herein whether on an individual or global basis; and
1. These covenants shall be enforceable by the transferor only for a period of two years ending from the last settlement date of the last property in the subdivision to be sold. After this time the covenants shall continue for the benefit of and be enforceable by the owner of any Lot in the subdivision.
 2. The transferor consents to the present dwelling on Lot 26 and agrees that such dwelling shall not be deemed to be in breach of these covenants.

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.

Auckland District Law Society
REF 4120

Annexure Schedule



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

Transfer

Dated

15-6-99

Page

7

of

8

Pages

CONTINUATION OF ATTESTATION

Signed in my presence by the Transferee
By its Director STEVEN COLIN AGNEW

Signature of Transferee

Signature of Witness

Witness name

Donna Knott
Legal Executive
Hamilton

Witness Occupation

Witness Address

Signed in my presence by the Transferee
IAN BRUCE PATTON as Director by his attorney
STEVEN COLIN AGNEW

Signature of Transferee

Signature of Witness

Witness name

Donna Knott
Legal Executive
Hamilton

Witness Occupation

Witness Address

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

Dated

15-6-99

Page

8

of

8

Pages

CONTINUATION OF INTEREST, EASEMENT OR ESTATE

I, STEVEN COLIN AGNEW of Hamilton in New Zealand, Company Director hereby certify:

- (1) That by deed dated the 2nd of July 1996 and deposited in the Land Registry Office at Hamilton under number _____, IAN BRUCE PATTON of Hamilton Company Director appointed me his attorney on the terms and subject to the conditions set out in the said deed.
- (2) That at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said IAN BRUCE PATTON or otherwise.

Signed at Hamilton this 15th day of June 1999

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.

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

TRANSFER

Land Transfer Act 1952



Law Firm Acting
Schramm Law Solicitors HAMILTON

Auckland District Law Society
REF: 4135 /4

This page is for Land Registry Office use only
(except for "Law Firm Acting")



9.06 16 JUN 99 B 549827