

Transfer instrument
Section 90, Land Transfer Act 1952

Land registration district

SOUTH AUCKLAND



T 6516476.5 Transfer

Cpy - 01/01, Pgs - 006, 29/07/06, 16:32



DocID: 511261900

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.

PYES PA HOLDINGS LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

PYES PA HOLDINGS 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 in favour of the Transferor

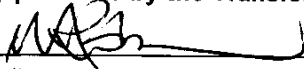
Operative clause

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.

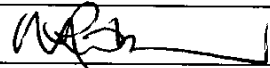
Dated this

1st day of June 2005

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

 (Direct)	Signed in my presence by the Transferor / Transferee 
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Michelle Louise Robertson Occupation Solicitor Tauranga Address
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

Dated

01/06/05

Page

1

of

4

Pages



(Continue in additional Annexure Schedule, if required.)

Continuation of "Unique Identifier(s) or C/T(s)" (All)

205038 to 205077 (both inclusive) (hereinafter referred to as "the land")

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

WHEREAS it is the Transferor'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 205038 to 205077 (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 the 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 as regards the stipulations and restrictions be personally liable only in respect of breaches thereof which shall occur while they are registered as proprietors of the Servient Lots in respect of which any such breach shall occur (or is alleged to occur).

SCHEDULE A

Certificates of Title 205038 to 205077 (both inclusive)

SCHEDULE B

1. Not, without the consent of the Transferor, to erect or permit to be erected any building other than a new residential home 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. No building works or improvements (including siteworks) shall commence until the Transferor or the appointee of the Transferor has provided written approval to the plans, specifications and site plans of the proposed works. The Transferor shall have absolute discretion to withhold such approval should the Transferor consider that such proposed works do not conform to the standard desirable for development of the subdivision.
2. Not to erect or permit to be erected a dwelling house of a floor area less than 160 square metres (the floor area measurement to be exclusive of garage, carports, decking, breezeways, roof overhang and other accessory buildings) unless the consent in writing of the Transferor to a such lesser floor area is first obtained by the Transferee.
3. To construct any dwelling with a minimum of 60% of the non-glazed 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.

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.

[Handwritten signatures]

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Transfer

Dated

21/06/05

Page

2

of

4

Pages

(Continue in additional Annexure Schedule, if required.)

4. Not to use any metal clad roof that has not been factory pre-painted or any roofing material which will create a glare offensive to adjoining property owners.
5. To construct a minimum of one garage, carport or other out building constructed in those materials prescribed by these covenants and of a design as to be architecturally integrated with the main dwelling.
6. 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.
7. 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.
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 2 months and will complete construction of any such building within 6 months of commencement of work and shall within 3 months thereafter construct in a proper and tradesmanlike manner a driveway, or vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving, or tarsealing and have established a lawn.
9. Not to permit or suffer the use of the land other than for residential purposes nor to erect or permit to be erected any more than one single family dwelling house on the land nor subdivide the land further.
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 terms of these covenants and the buildings meet the requirements of the appropriate local authority.
11. 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 Vendor.
12. To keep and maintain in a neat and tidy condition and prevent from becoming unsightly, the section and the Council owned road frontage of the section.
13. Not to erect or allow to be erected any fence constructed of corrugated or long run iron or post and wire or from used materials. All fences and retaining structures are to comply with local authority requirements however, no fence shall exceed 1.8 metres in height above the finished ground level of the property unless prior approval of the Transferor is sought.
14. To pay for construction and maintenance of any fence constructed on the boundary of any adjoining Council owned land and not to seek contribution from the Council or the Transferor for such construction or maintenance cost.
15. In respect of the land in Certificates of Title 205047 to 205049 (both inclusive) to maintain the existing fence constructed on the boundary of the adjoining land being Lot 3 ~~DPS-55850~~ ("the Gulliver property") and not to seek contribution from the registered proprietor of the Gulliver property, or the Transferor, for

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* 2 DP337620

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

01/06/05

Page

3

of

4

Pages



(Continue in additional Annexure Schedule, if required.)

such maintenance cost but this covenant shall not enure for the benefit of the registered proprietor of the Gulliver property.

16. In respect of the land in Certificates of Title 205070 to 20507⁶~~8~~ (both inclusive) to maintain the existing fence constructed on the boundary of the adjoining land being Lot ~~2~~ ² DPS 90235 ("the Hicks property") and not to seek contribution from the registered proprietor of the Hicks property, or the Transferor, for such maintenance cost but this covenant shall not enure for the benefit of the registered proprietor of the Hicks property.
*151 DP337390
17. In respect of the land in Certificates of Title 20507⁶~~8~~ to 205077 (both inclusive), to maintain the existing fence constructed on the boundary of the adjoining land being Lot 4 DPS 55850 ("the Heywood property") and not to seek contribution from the registered proprietor of the Heywood property, or the Transferor, for such maintenance cost but this covenant shall not enure for the benefit of the registered proprietor of the Heywood property if that property is subdivided into more than two allotments.
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 Transferee's use of the land directly or indirectly through the Transferee's 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. 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 local authority ordinances.
21. Not to bring on to raise, breed or keep any animals or livestock on the land or buildings except to keep a maximum of 3 animals limited to dogs and cats unless prior written approval is given by the Transferor. These animals shall not be allowed to become a nuisance to others in the subdivision and all dogs shall be controlled so as to prevent them from roaming the subdivision at will.
22. Not to construct any clothesline or letter box except such clothesline or letterbox as may be aesthetically sensitive in terms of design and location, siting any clothesline in such a way as to not be highly visible from the street and siting any letterbox adjacent to but not in the road reserve. Such design, location and siting to be at the discretion of the Transferor.
23. To enhance the quality and appearance of attachments to the building (including but not necessarily limited to television antenna and solar hot water panels) and to construct such attachments to be discreetly integrated with the dwelling so they are not highly visible from the street, thoroughfare or adjacent properties.
24. The Registered Proprietors of the land in Certificates of Title 205038, 205039, 205046 to 205053 (both inclusive) and 205063 to 205077 (both inclusive) acknowledge that their lot is in close proximity to a kiwifruit orchard or orchards and acknowledge further that they will not be entitled to lodge any objection to the following:-
 - (a) the use of spray by such orchards unless such spraying is in contravention of the current kiwifruit industry crop protection programme; and

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Transfer

Dated

21/06/05

Page

4

of

4

Pages

(Continue in additional Annexure Schedule, if required.)

- (b) the operation of electric frost fans by such orchards during frost periods.
25. Where the Transferor or the Transferor's agent or any other party to these covenants is required to expend money to make good any damage or loss caused by a breach of these covenants by the Transferee (or the guests, servants, employees, agents, invitees, tenants or licensees of the Transferee) the Transferor or its agent shall be entitled to recover the amounts they expended as a debt in any action in any Court of competent jurisdiction and such sum may include all costs howsoever incurred including the professional and legal costs calculated on a solicitor/client basis.
 26. Should the Transferee be in breach of these covenants, they may be served with written notice by the Transferor or any other party to these covenants requiring them to remedy the breach of the covenants within 7 days of receipt of the notice in writing and upon the expiry of 7 days a penalty sum of \$50.00 per day shall be payable by the Transferee until such time as the breach is remedied and the Transferee or other party serving the notice will in addition be entitled to recover all costs incurred including all professional and legal costs calculated on a solicitor/client basis and to exercise any other remedies available.
 27. Without derogating from the provisions or requirements of these, no covenant to procure or enforce the covenants against the owner or occupier of any Lot shall be implied against the Transferor and any such enforcement shall be carried out entirely at the Transferor's discretion.
 28. The Transferee agrees that it will at all times save harmless and keep indemnified the Transferor from all proceedings, costs, claims and demands in respect of any breaches by the Transferee or any of the covenants and restrictions contained or implied herein.

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