

Transfer instrument
Section 90, Land Transfer Act 1952



T 6491997.5 Transfer
Cpy - 01/01, Pgs - 008, 11/07/06, 16:13
DocID: 312016731

Land registration district

NORTH AUCKLAND

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

All/part

Area/description of part or stratum

Refer annexure schedule

Transferor

Surname(s) must be underlined or in CAPITALS.

DANNEMORA PROPERTY TRUSTEE LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

DANNEMORA PROPERTY TRUSTEE LIMITED

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

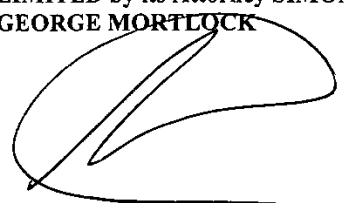
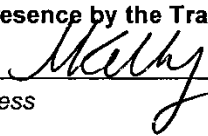
Fee Simple subject to a land covenant continued on page two of annexure schedule

Operative clause

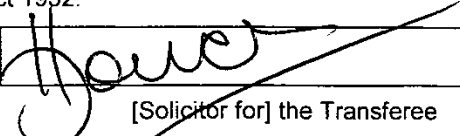
The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or *profit à prendre* is described above, that easement or *profit à prendre* is granted or created.

Dated this 28 day of June 2005

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

DANNEMORA PROPERTY TRUSTEE LIMITED by its Attorney SIMON GEORGE MORTLOCK 	Signed in my presence by the Transferor 
	Signature of witness
Signature [common seal] of Transferor	Witness to complete in BLOCK letters (unless legibly printed) Witness name MORGAN DONNA KELLY Occupation LEGAL SECRETARY Address CHRISTCHURCH

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 28 June 2005

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(Continue in additional Annexure Schedule, if required.)

The Transferor when registered proprietor of the land formerly contained in Certificate of Title NA91C/272 (All) subdivided the land into lots in the manner shown and defined on Deposited Plan 345553.

AND WHEREAS it is the Transferor's intention to create for the benefit of the land set out in Schedule A (hereinafter referred to as the "Dominant Lots") the land covenants set out in Schedule B over the land set out in Schedule C (hereinafter referred to as the "Servient Lots")

AND WHEREAS the Transferor has the intention for the land formally contained in Certificate of Title NA91C/272 (All) to create harmony between the buildings, their neighbours, the natural surroundings and location and to protect the character of the area and to further enhance the affinity with the marine environment, it is the Transferors intention to create for the benefit of the Dominant Lots the covenants set out in Schedule B over the Servient Lots.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the respective Dominant Lots the Transferee **DOTH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule B hereto so that the covenants run with the Servient Lots set out in Schedules C for the benefit of the respective Dominant Lots as described in Schedule A.

SCHEDULE "A"

Lot No	Certificate of Title	Lot No	Certificate of Title
1	186655	2	186656
3	186657	4	186658
5	186659	6	186660
7	186661	8	186662
9	186663	10	186664
11	186665	12	186666
13	186667	14	186668
15	186669	16	186670
17	186671	18	186672
19	186673	20	186674
21	186675	22	186676
23	186677	24	186678
25	186679	26	186680
27	186681	28	186682
29	186683	30	186684
31	186685	32	186686
33	186687	34	186688
35	186689	36	186690
37	186691	38	186692
39	186693	40	186694

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.

Annexure Schedule

Insert type of instrument

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



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(Continue in additional Annexure Schedule, if required.)

41	186695	42	186696
43	186697	44	186698
45	186699	46	186700
47	186701	48	186702
49	186703	50	186704
51	186705	52	186706

SCHEDULE "B"

The Transferee shall only erect on a Servient Lot a building, structure, fencing or other erection once approval to the plans has been given by the Transferor or Transferor's Agent at the Transferor or the Transferor's Agents sole discretion, taking into account the protocols herein. The Transferor or the Transferor's Agent in deciding whether or not to approve the plans shall consider the covenants set out herein;

1. The Transferee shall:

1.1 Submit two sets of preliminary plans to the Transferor for review, approval and a written response, consisting of site planning and building concepts and compliance with the Transferors *Endeavour Courts Design Guidelines*, covenants on the title and Whangarei District Council District Plans.

1.2 Following approval of the preliminary plans referred to in clause 1.1, provide two full sets of final drawings to the Transferor for approval including;

1.1.1 Legal Description;

1.1.2 Landscape/site plan (1:100 scale) including;

- (a) Utilities locations – existing and proposed;
- (b) Setbacks – easements;
- (c) Sidewalks, stairways, parking, driveways, decks, patios, courtyards, swimming pools, green houses, fences and walls;
- (d) Garages, other accessory buildings;
- (e) Any fence line location, height and appearance.
- (f) Native themes and designs particularly in areas facing the roads, rights of way and reserves on the landscape plan.

1.2.3 Building plans (1:50 scale) including;

- (a) Plans, sections, elevations;
- (b) Roof slope and building height;
- (c) Colours and materials identified;

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Annexure Schedule



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(Continue in additional Annexure Schedule, if required.)

- (d) Any rooftop or equipment including antenna, satellite dishes, chimneys, exterior lighting.

The Transferor or its Agent shall review the plans referred to in clauses 1.2.2 and 1.2.3 within 10 working days of a completed submission being received and will advise the Transferee in writing whether, at the Transferors sole discretion, the plans are accepted.

- 1.3 Ensure that approved plans are kept on site at all times during construction for compliance monitoring by the Transferor at the Transferors cost.

- 1.4 Not make any application to the Whangarei District Council for resource consent and/or building consents unless and until the Transferor's written approval to the plans detailed in clauses 1.2.2 and 1.2.3 has been obtained

- 2 In making the decision as to whether or not approve the plans the Transferor or the Transferor's Agent will take into account the following covenants. To comply with these requirements the Transferee may also refer to the *Endeavour Court Design Guidelines*;

- 2.1 Any building, structure or fence on a Servient Lot must be located within the building envelope defined by the set backs (or yards) established in the currently operative Whangarei District Plan.

- 2.2 The design of any building must be considerate of neighbouring homes. While the Transferor anticipates and encourages a variety of style, sudden contrasts and poor quality of design and materials will not be permitted. Buildings should relate to existing and proposed buildings on adjacent sites in terms of height, massing, scale and appearance. Buildings of exotic design, colour or finish will not be permitted. Mirror image, relocated or prefabricated houses or standard repetitive patterns will be discouraged and to ensure good street appeal, all buildings should have an element of architectural design and appearance.

- 2.3 Any brick clad building should not include large areas of pastel colours and/or large areas of 70 series brick but should include an element of complementary contrast between materials, for example, a wood feature.

- 2.4 A preference for natural or neutral coloured materials although some bright and pastel colours may be allowed.

- 2.5 A preference for buildings having walls of natural or stained wood, linear board type products, weatherboards and shingle or wooden feature trims particularly as features on a brick or plaster building. Other appropriate materials may be permitted including stucco, plaster, stone, brick and corrugated iron provided corrugated iron may only be used as a feature and not as a majority of the building cladding.

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(Continue in additional Annexure Schedule, if required.)

- 2.6 A preference for a variety of roof angles with a proliferation of roof pitches between 20 and 27 degrees being discouraged. All roofs shall be of neutral dark colours and of quality materials. The use of bright colours, low cost tiles and long run tile imitation is discouraged.
- 2.7 Any satellite dish must be under 1 metre in diameter and any antennas and/or satellite dishes must be mounted unobtrusively.
- 2.8 Any metal chimney flue and/or other roof top equipment (other than satellite dishes and antenna) should be enclosed or painted to be less visually obtrusive and to assist in the overall architectural appearance of the building.
3. In making the decision whether or not to approve the fencing plan referred to in clauses 1.1 and 1.2, the Transferor or the Transferor's Agent will take into account the following:
 - 3.1 Any fence or wall on a road frontage or right of way must be of less than 1.2 metres in height unless it is set well back and it is incorporated with the landscaping of the Servient Lot.
 - 3.2 The type and appearance of any fencing should be of comparable quality and of similar or compatible materials to any building on the Servient Lot. Wooden picket type fences are encouraged.
 - 3.3 Paling fences on roads or rights of way frontage boundaries are only permitted where they are at least five metres from a right of way or road frontage. Any paling fence must be stained or painted and capped with a suitable solid material. No paling fences are permitted along the reserve boundaries. All fences along reserve boundaries must be of a style and material designed to preserve a visual amenity from the from the reserve whilst still providing security and privacy to the Servient Lot.
 - 3.4 In order to preserve the outlook from reserves, rights and way and roads any building, fence, tree and/or other structure must comply with the maximum heights identified in the operative Whangarei District Plan, these covenants and any design guidelines of the Transferor.

Clauses 1, 2 and 3 shall cease to have effect after the expiration of 10 years from the date of registration of the Deposited Plan giving effect to the subdivision.
- 4 The Transferee shall;
 - 4.1 Only modify the ground level and/or grading pattern of any Servient Lot with the prior written approval of the Transferor or the Transferor's Agent.
 - 4.2 Not allow any rubbish to accumulate or be placed upon a Servient Lot or permit any excessive growth of grass so that it exceeds 150mm in height or otherwise becomes unsightly.
 - 4.3 Ensure that where any house or building is completed in stages, that the initial stage is not less than 50 square metres and in all other respects complies with these covenants.

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IK *C*

Annexure Schedule



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(Continue in additional Annexure Schedule, if required.)

- 4.4 Be responsible for the cost of repairing any damage to the berms, footpaths and rights of way during the construction of buildings or other improvements on the Servient Lot.
- 4.5 Ensure any lights are wholly within the individual Servient Lot. Lighting fixtures will have covers or reflectors to direct light to the ground and shield the light source to prevent glare and light pollution.
- 4.6 Ensure that long term (more than four weeks per year) camping and parking of motor-homes on any Servient Lot and the construction of small toilet/ablution blocks on any Servient Lot does not occur.
- 5 The Transferee shall be bound by a fencing covenant within the meaning of section 2 of the Fencing Act 1978 to the extent the Transferor shall not at any time be liable to pay for, or contribute towards, the cost of construction or maintenance of any fence between the Servient Lot and any adjoining property of the Transferor. This provision shall not ensure for the benefit of any subsequent purchaser or proprietor of any adjacent property.
- 6 If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability, which the Transferee may have to any person having the benefit of this covenant, the Transferee will upon demand being made by the Transferor or any of the registered proprietors of any of the other Servient Lot(s);
 - (a) Pay to the person making such demand as liquidated damages the sum of \$500.00 per week for week that such breach or non-observance continues after the week upon which written demand has been made.
 - (b) Remove or cause to be removed from the Servient Lot any dwelling house, garage, building, fence, or other structure erected or placed on the Servient Lot in breach or non-observance of the foregoing covenants.
 - (c) Replace any building materials used in breach or non-observance of the foregoing covenants.
7. Neither the Transferor nor the Transferor's Agent shall have any liability in respect of their exercising or failing to exercise the rights granted to them under this covenant nor shall their approval of any plan or schedule be relied upon by any other party for the purposes of maintaining appropriate building standards and/or satisfying Council requirements, the Transferee and any other party being expected to make their own enquiry in respect of such matters and reach their own independent determination as to any building, fencing or landscaping constructed on the Servient Lot. The Vendor and the Vendor's Agent shall, similarly, be entitled to exercise their discretion as to whether or not they approve any plan or schedule and otherwise enforce the provisions of this covenant.
8. In the event of any dispute as to any matter relating to the abovementioned restrictive covenants, the same shall be resolved by arbitration under the provisions of the Arbitration Act 1996 by a single arbitrator appointed by the President for the time being of the Auckland District Law Society or his/her nominee and the decision of the arbitrator shall be final and binding on the parties.

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Handwritten signatures/initials

Annexure Schedule

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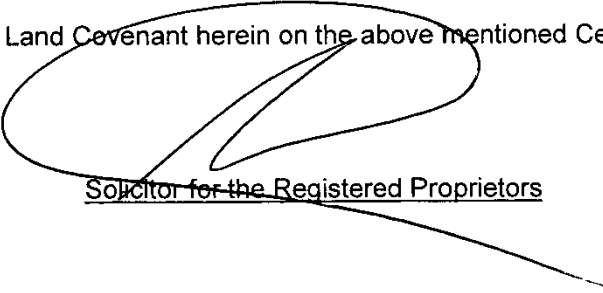
(Continue in additional Annexure Schedule, if required.)

SCHEDULE "C"

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47	186701	48	186702
49	186703	50	186704
51	186705	52	186706

TO: THE DISTRICT LAND REGISTRAR

Please bring down the Land Covenant herein on the above mentioned Certificates of Title.


 Solicitor for the Registered Proprietors

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Continuation of Attestation:

SIGNED in my presence by the Transferee **DANNEMORA PROPERTY TRUSTEE LIMITED**

Witness Name:

M Kelly

Occupation:

**MORGAN DONNA KELLY
LEGAL SECRETARY
CHRISTCHURCH**

Address:

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **SIMON GEORGE MORTLOCK** of Christchurch, Solicitor **HEREBY CERTIFY:**

1. **THAT** by Deed dated the 11TH June 2002 a copy of which has been deposited in the Land Registry Office at North Auckland and there numbered D5252076.1 **DANNEMORA PROPERTY TRUSTEE LIMITED** appointed me its 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 winding up or dissolution of the said **DANNEMORA PROPERTY TRUSTEE LIMITED**

SIGNED at Christchurch
28 day of June

2005)

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SM *MD*