TRANSFER

Land Transfer Act 1952

T 5178320.8 TRANSFER
CPY-01/01.POS-007.21/03/02.08:07

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If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: 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***
73A/488 - 534 ~~72D/638~~ Inclusive	All	

Transferor *Surnames must be underlined*

CHEDWORTH PROPERTIES LIMITED & GRASSHOPPER EAST LIMITED

Transferee *Surnames must be underlined*

CHEDWORTH PROPERTIES LIMITED & GRASSHOPPER EAST LIMITED in equal shares

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No. .....; Right of way etc.*

fee simple and land covenant as per annexure schedule

Consideration

$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 20th **day of** February 2002

Attestation

Director: Director: Director:	Signed in my presence by the Transferor & Transferee Signature of Witness **Witness to complete in BLOCK letters** *(unless typewritten or legibly stamped)* Witness name LUCILLE MARIA JENNER Occupation LEGAL EXECUTIVE TO JON WEBB Address SOLICITOR HAMILTON
Signature, or common seal of Transferor & Transferee	

Certified correct for the purposes of the Land Transfer Act 1952

REF: 4130

Solicitor for the Transferee

Approved by Registrar-General
of Land under No. 1995/1003

TRANSFER

Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society
REF 4130

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

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY OTHER THAN BONDS, FACILITY AGREEMENTS AND POWERS OF ATTORNEY

I, MARIANA MAY VAN DER HULST, of Auckland in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1
BLENHEIM (Marlborough Registry) and there numbered 187102
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1
DUNEDIN (Otago Registry) and there numbered 915888
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1
HAMILTON (South Auckland Registry) and there numbered B.367046
HOKITIKA (Westland Registry) and there numbered 105721
INVERCARGILL (Southland Registry) and there numbered 244294.1
NAPIER (Hawkes Bay Registry) and there numbered 646199.1
NELSON (Nelson Registry) and there numbered 361557.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551
WELLINGTON (Wellington Registry) and there numbered B.533510.1

WESTPAC BANKING CORPORATION ABN 33 007 457 141 incorporated in New South Wales, Australia ("Westpac") appointed me its attorney on the terms and subject to the conditions set out in that Deed and the attached document is executed by me under the powers conferred by that Deed.

2. **THAT,** at the date of this certificate, I am a manager for legal for Westpac.

3. **THAT,** at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of Westpac or otherwise.

SIGNED at Auckland
this 1st day of March 2002

CONSENT OF MORTGAGEE

WESTPAC BANKING CORPORATION the Mortgagee under and by virtue of Memorandum of Mortgage B.625840.4 hereby consents to the registration of a transfer creating land covenants, various easements, Council easement, partial discharge of mortgage in relation to Lots 50, 51, 52, 53, & 54 and issue of new certificates of title* in relation to Certificate of Title 72D/638 **SUBJECT TO AND WITHOUT PREJUDICE TO** its rights and remedies under the said Mortgage.

* all in respect of DPS 9236-2

Dated this 1st day of March 2002

Signed by
WESTPAC BANKING CORPORATION
by its attorney
in the presence of:

Mariana Mary van der Hulst

KIRSTON JANE COX
BANK OFFICER
WESTPAC BANKING CORPORATION
LEGAL SERVICES UNIT
AUCKLAND

Transfer

Estate or Interest continued

WHEREAS the transferor when registered proprietor of the land formerly contained in Certificate of Title 72D/638 subdivided the land into residential lots in the manner shown and defined on Deposited Plan S 92362 **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 covenant set out in Schedule B over the land in Certificates of Title 73A/488 to 73A/534 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 hereto and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of 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 **DOES HEREBY COVENANT AND AGREE** with the transferor in the manner set out in 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, however none of the servient Lots shall have the benefit of the Land Covenants in favour of the corresponding Lots in Schedule A.

1.1 the Transferee will at all times observe and perform all the covenants contained in the schedule **to the intent** that each of the covenants will forever enure for the benefit of and be appurtenant to each and all of the Dominant Lots and each and all of the registered proprietors of the Dominant Lots **provided that** the Transferee will 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;

1.2 if there should be any breach or non-observance on the Transferee's part of any of the covenants contained in the 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 will upon written demand being made by the Transferor or any of the registered proprietors of any of the Dominant Lots pay to the person making such demand liquidated damages.

1.3 the Transferee will 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; and

1.4 the Transferee will not call upon the Transferor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Land and any adjoining land of the Transferor **provided that** this covenant will not enure for the benefit of any subsequent registered proprietor of any adjoining land.

SCHEDULE A

Certificates of Title No.

73A/488	73A/489	73A/490	73A/491	73A/492	73A/493	73A/494
73A/495	73A/496	73A/497	73A/498	73A/499	73A/500	73A/501
73A/502	73A/503	73A/504	73A/505	73A/506	73A/507	73A/508
73A/509	73A/510	73A/511	73A/512	73A/513	73A/514	73A/515
73A/516	73A/517	73A/518	73A/519	73A/520	73A/521	73A/522
73A/523	73A/524	73A/525	73A/526	73A/527	73A/528	73A/529
73A/530	73A/531	73A/532	73A/533	73A/534		

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.

Transfer **3** **4**

Estate or Interest continued

AND 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 Dominant Lots covenants in the same form as those set out in this transfer.

SCHEDULE B

The Transferee covenants with the Transferor as follows:-

1.1 Not to erect any building other than a new residential home or, if a relocatable home, not to permit or allow the removal onto the property of any existing or pre-built house which has been previously lived in.

1.2 Not to erect a dwelling of a floor area of less than eighty five (85) square metres (excluding garages, carports and decking).

1.3 To construct any fence in kiln fired brick or concrete brick, stucco textured finish, stone or timber. The fence shall not exceed 1.83 metres in height above the natural ground level.

1.4 A minimum of 70% of the non glazed exterior cladding of the dwelling must consist of any of the following materials; kiln fired or concrete brick, stucco textured finish, stone, timber weatherboards or prefinished metal weatherboards bonded to solid timber boards all having a maximum finished width not exceeding 180mm. Any dwelling whose exterior finish is in the form of flat cladding, poured concrete or similar shall texture the surface and if concrete block a plastered finish in such a manner as to fully cover the base material. Where the dwelling house has more than a single level (excluding garage, carport, decks and split levels) the minimum of 70% of the non glazed exterior cladding may be reduced to 65% provided the non specified cladding is predominantly used in cladding the upper levels. Weatherboard detailing shall include, as the preferred design, traditional box and scriber treatments to corners and windows in conjunction with appropriate use of colour. All exterior surfaces which are not precolour-coated or finished shall be painted/stained by the builder prior to the dwelling being occupied.

1.5 To complete any building within 9 months of laying down the foundations for such building and within 15 months of laying down the foundations to complete all ancillary work such as fencing and landscaping AND FURTHER will within 15 months construct in proper and tradesmanlike manner a driveway, or vehicle access in permanent continuous surfacing of concrete, concrete block, brick paving, or tar-sealing.

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Estate or Interest Continued

1.6 Once construction has been substantially completed not 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 are to be regularly located on the street or footpath nor in front of the building line of the dwelling on the land.

1.7 Not to use any metal clad roof that has not been factory prefinished.

1.8 Not to permit the land to be occupied or used as a residence unless the buildings on the property have been substantially completed in accordance with the agreement and the buildings meet the requirements of the local authority.

1.9 The purchaser will not subdivide or crosslease the property and will not erect or allow to be erected on the property any buildings other than the one family dwelling house with, if required, a garage or two garages or such other buildings as would normally be appurtenant to a family dwelling house provided that any garage shall form part or be permanently attached to the dwelling house.

1.10 To construct any dwelling-house defined in Covenant 1.2 with a) more than two hips or two gables in the roofline, and b) to construct any such dwelling-house to a shape other than a simple square or rectangle. Flat roofed dwellings are acceptable provided they meet all the covenants except covenant 1.10(a) and have more than one level of roofing.

1.11 Not to permit or suffer any advertisement sign or hoarding of a commercial nature to be erected on any part of the said land or building without prior consent in writing of the ~~vendors~~ transferor.

1.12 Not to construct any road on any part of the said land which provides access to any other land adjoining the said land.

1.13 To reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the purchasers use of the land directly or indirectly through the purchasers agents or invitees.

1.14 To maintain at all times solid screen fencing or equivalent planting to a height of at least 1.8 metres around outdoor living courts.

Sherwoodvale trsfer – precedent

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