

Transfer instrument
Section 90, Land Transfer Act 1952

T 7998826.5 Transfer

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DocID: 313208626
DUPLICATE

Land registration district

NORTH AUCKLAND

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

All/part

Area/description of part or stratum

See Annexure Schedule

All

Transferor

Surname(s) must be underlined or in CAPITALS.

SH16 LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

SH16 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 within land covenants

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 12th day of November 2008

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

 	<p>Signed in my presence by the Transferor</p>
	<p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature [common seal] of Transferor</p>	

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

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(Continue in additional Annexure Schedule, if required.)

Continuation of Certificate of Title No.

- ~~312228~~
- 213229
- 312230
- 312232
- 312233
- 312234
- 312235
- 312236
- 312231

1. Definitions and Interpretations

1.1 Definitions

In this Transfer:

"SH16" means SH16 Limited

"the land" means all of the land contained in the above Certificates of Title and Certificate of Title 312228

"Transferee" means SH16 Limited

"Transferor" means SH16 Limited

1.2 Interpretation

In this Transfer:

1.2.1 words and expressions denoting the singular shall where the context so requires include the plural and vice versa.

1.2.2 the Transferor and the Transferee includes the successors and assigns of the Transferor and the Transferee.

1.2.3 headings have been inserted for guidance only, and shall not be deemed to form part of the context of these presents.

2. Preamble

2.1 The Transferor has subdivided the land into Lots all of which are rural residential lots for the purposes of the sale thereof as lots in a rural residential estate ("the Lots") in the manner shown and defined on Deposited Plan 377812.

2.2 It is the Transferor's intention that each of the Lots (other than CT 312228) be subject to a general scheme applicable to the Lots in that the owner or occupier for the time being of each Lot should be bound by the covenants, stipulations and restrictions set out herein.

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



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(Continue in additional Annexure Schedule, if required.)

2.3 The Transferor, intending pursuant to the provisions of Sections 49 and 66A of the Property Law Act 1952 to create the covenants and restrictions set out in this Transfer, will transfer each of the Lots (other than CT 312228) comprising the land to itself.

3. Building and Restriction Covenants

3.1 The Transferee for itself and its successors in title so as to bind all the Lots described in the First Schedule ("Covenanting Lots") HEREBY COVENANTS AND AGREES with itself as Transferor for the benefit of all the other Lots set out beside each Covenanting Lot described in the First Schedule ("the Benefiting Lot") and of each registered proprietor of the Benefiting Lot from time to time that the Transferee shall observe and perform all of the covenants set out in clause 3.2 until the 31st December 2014. at which time the covenants set out in clause 3.2 shall cease to apply.

3.2 The Transferee shall:

3.2.1 Not permit or suffer the use of the Covenanting Lot for any purposes other than predominantly residential use nor to use the land for commercial farming which includes any horticulture, agriculture, animal boarding facilities, market gardening activities, or the keeping of poultry, pigs, or goats.

3.2.2 Not permit or suffer any rubbish to accumulate or to be placed upon the Covenanting Lot, and at all times to maintain the Covenanting Lot including keeping the grass mowed or grazed so the grass does not exceed 150mm in height.

3.2.3 Not permit any immobile/unroadworthy vehicles to be stored on the Covenanting Lot unless those vehicles are stored within an enclosed shed or garage.

3.2.4 Not permit weeds to grow upon the Covenanting Lot..

3.2.5 Not carry on or permit the aerial spraying over the Covenanting Lot of any noxious or toxic substances for weed control or any other purposes.

3.2.6 Not construct on the Covenanting Lot:

- (i) a principal dwelling with a floor area less than 150 square metres (excluding garage, carports and decking) or a minor dwelling with a floor area less than 75 square metres (excluding garage, carports and decking);
- (ii) a minor dwelling unless a principal dwelling has already been constructed.
- (iii) any dwelling in the shape of a simple rectangle without at least one roof break or full valley in the roof; and
- (iv) a garage or carport which is other than predominantly clad in the following materials (of neutral colours):
 - (a) Kiln fired or concrete brick; and/or
 - (b) Stucco finish on fibrous sheet or polystyrene, concrete block or solid concrete; and/or

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- (c) Stone; and/or
- (d) Timber; and/or
- (e) Painted "weatherboards" (such as "Linear™"); and/or
- (f) Glass

(v) any dwelling or building on the property that has a "mono-cladding" appearance.

3.2.7 construct roofing of any building on the Covenanting Lot only of tile, shingle, glass or any pre-painted iron material.

3.2.8 complete the exterior construction of any dwelling, or accessory building on the Covenanting Lot within six months of the date of commencement of the building.

3.2.9 construct no more than two buildings on the Covenanting Lot (one of which must be a dwelling) on the property the size of the secondary building to be no greater than that of the dwelling.

3.2.10 not locate on the Covenanting Lot a dwelling which is "second hand" or is pre constructed.

3.2.11 not subdivide, or permit any subdivision of the Covenanting Lot including subdivisions by way of cross-leases and subdivisions under the Unit Titles Act 1972.

3.2.12 not allow any temporary building or structure to be erected on the Covenanting Lot except that which may be used in conjunction with the construction of permanent buildings and which will be removed from the Covenanting Lot upon completion of the work.

3.12.13 not commence the construction or erection of improvements on the Covenanting Lot whether buildings, accessory buildings, or fences (and this shall also include exterior finishes and excavation of foundations upon the Covenanting Lot) unless plans and specifications and all other details of construction and finish as SH16 Limited at SH16's absolute discretion may require have been submitted to SH16 Limited and have received SH16's written approval which approval shall not be unreasonably withheld where SH16 Limited is satisfied that the propose dwelling is reasonably sited, complements adjoining properties and the Kaukapakapa "countryside" living village, and does not detract from the standard of housing in the subdivision and the neighbouring properties.

3.2.14 not erect a fence on the Covenanting Lot constructed of materials other than brick, wood, plastered concrete block, or minimum five-wire post and/or battens and no fence shall exceed 1.83 metres in height above natural ground level, and not allow any advertisement, sign or hoarding of a commercial nature to be erected on any part of the Covenanting Lot.

3.12.15 not permit any telecom or electricity services to be provided by "overhead" means to the dwelling (and any other structures/buildings to be erected on the Covenanting Lot). All other utilities and services must be by underground means from the road to the dwelling and other structures/buildings.

4. Fencing

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4.1 The Transferor shall not be required nor shall it be called upon to repair or contribute towards the cost of erection or repair of any dividing or boundary fence between any Lot and any contiguous land owned by the Transferor, but this proviso shall not enure for the benefit of any subsequent registered proprietor of such contiguous land.

5. General

5.1 The covenants set out in clause 3 of this Transfer shall run with each Covenanting Lot set out in the First Schedule for the benefit of the Benefiting Lot described in the First Schedule TO THE INTENT that the Transferor and Transferee shall continue to be bound until the earlier of the 31st December 2014 or the date upon which they respectively cease to hold a fee simple estate in a Covenanting Lot but without prejudice to any liability for any breach of covenant under this Transfer arising before such date.

5.2 The Transferor shall not be required to nor obliged to enforce all or any of the covenants, nor be liable to the Transferee for any breach of the covenants by any of the registered proprietors of the Covenanting Lot and the Transferee shall be liable only in respect of breaches of the covenants which occur while the Transferee is the registered proprietor of the Covenanting Lot.

FIRST SCHEDULE

Covenanting Lots

Benefiting Lots

Lot 2 DP377812
Lot 3 DP377812
Lot 4 DP377812
Lot 5 DP377812
Lot 6 DP377812
Lot 7 DP377812
Lot 8 DP377812
Lot 9 DP377812

Lot 1 DP377812
Lot 1 DP377812
Lot 1 DP377812
Lot 1 DP377812
Lot 1 DP377812
Lot 1 DP377812
Lot 1 DP377812
Lot 1 DP377812

SIGNED by the Transferee
SH16 LIMITED in the presence of:

N. Bahken
Director

min
(Director)

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