

Transfer instrument
Section 90, Land Transfer Act 1952

T 5895742.11 Transfer

Cpy - 01/01, Pgs - 006, 27/02/04, 08:34



DocID 610833204

Land registration district

SOUTH AUCKLAND

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

All/part

Area/description of part or stratum

SA104083
SA104084

All
All

(continued on page 1 of annexure schedule)

Transferor

Surname(s) must be underlined or in CAPITALS.

PROFESSIONAL CONTRACTORS LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

PROFESSIONAL CONTRACTORS 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 land covenants
(continued on pages 1 to 5 on annexure schedule)

Operative clause

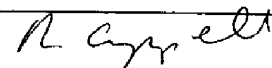
The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this 21st day of JANUARY 2004

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

<p>PROFESSIONAL CONTRACTORS LIMITED by its Director Peter Edward Kendall:-</p> 	<p>Signed in my presence by the Transferor and the Transferee by its director Peter Edward Kendall</p> <p>Signature of witness </p> <p>Witness to complete in BLOCK letters (unless legibly printed) Witness name</p> <p>Occupation Robert Lane Chappell Solicitor</p> <p>Address Whakatane</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":

SA104085 All

SA104086 All

SA104087 All

SA104088 All

SA104089 All

~~SA104090 All~~

SA104091 All

CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED":

WHEREAS the Transferor and the Transferee are desirous of creating certain land covenants so that each of the lots in Schedule One shall individually have the burden, and each of the lots in Schedule Two shall individually have the benefit, of the stipulations and restrictions set out in Schedule Three.

AS AS INCIDENTAL to the transfer of the fee simple so as to provide land covenants over the lots in Schedule One in favour of the lots in Schedule Two the Transferor and Transferee hereby covenant and agree with each other as follows:-

1. That each of the lots in Schedule One ("the servient lots") shall bear the burden of the stipulations and restrictions set out in Schedule Three and that each of the other lots in Schedule Two ("the dominant lots") shall have the benefit of the said stipulations and restrictions, and

TO THE END AND INTENT that the servient lots shall be bound in perpetuity by the respective stipulations and restrictions set out in Schedule Three and that any of the owners and occupiers for the time being of the dominant lots may enforce the observance of such stipulations and restrictions against any of the owners for the time being of the servient lots

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 initials)

Annexure Schedule

Insert type of instrument
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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 said lots in respect of which any such breach shall occur (or is alleged to occur).

SCHEDULE ONE

Lot No:	Deposited Plan No.	CT Reference:
Lot 1	325791	104083
Lot 2	325791	104084
Lot 3	325791	104085
Lot 4	325791	104086
Lot 5	325791	104087
Lot 6	325791	104088
Lot 7	325791	104089

SCHEDULE TWO

Lot No:	Deposited Plan No.	CT Reference:
Lot 1	325791	104083
Lot 2	325791	104084
Lot 3	325791	104085
Lot 4	325791	104086
Lot 5	325791	104087

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Handwritten initials/signatures

Annexure Schedule



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Lot 6	325791	104088
Lot 7	325791	104089
Lot 101	325791	104091

SCHEDULE THREE

1. The Transferee shall:-
 - (a) Ensure that any dwelling, garage, carport or outbuilding whose finish is in the form of flat cladding, concrete block, poured concrete or similar material shall be erected with a textured surface so as to fully cover such base material;
 - (b) Not erect or allow to be erected on the servient lots any building or structure which is roofed in metal roofing which is not pre-painted.
 - (c) Not permit the erection of any temporary building or structure upon the servient lots except such as may be used in conjunction with the construction of permanent buildings and which shall be removed from the servient lots upon completion of work.
 - (d) Not permit any building or associated works in the course of construction to be left without substantial work being carried out for a period exceeding three months and will complete construction of any such building including fencing and landscaping within 18 months of commencement of the work or by such later date as may be agreed upon by Professional Contractors Limited.
 - (e) Not permit the servient lots to be occupied or used for residential purposes until the dwelling house or dwelling unit on the servient lots has been substantially completed in accordance with the terms of these covenants and the building meets the requirements of the appropriate local authority unless the Transferee satisfies Professional Contractors Limited that the temporary accommodation or storage is of a reasonable standard and will not be unacceptable to the owners of adjoining properties.
 - (f) Not permit any rubbish to accumulate or be placed upon the servient lots and not to permit any excessive growth of grass so that the same becomes long or unsightly or has the potential to cause a fire hazard.
 - (g) Not permit any advertisement sign or hoarding of a commercial or political nature to be erected on any part of the servient lots without the prior consent in writing of Professional Contractors Limited.
 - (h) Not erect or permit to be erected any fence above the height of 1.8 metres or allow construction of any fence from corrugated iron or similar corrugated material.
 - (i) Not allow to be transported onto the servient lots, any existing or pre-built house unless such existing or pre-built house has been first approved in writing by Professional Contractors Limited or its appointee and

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generally any such house shall be near new and constructed of materials which comply with these provisions.

- (j) Construct any driveway or vehicle access way serving the servient lots with a permanent surfacing material such as road metal and all driveways and vehicle access ways shall be kept in a neat and tidy condition.
- (k) Not allow or keep pigs or roosters on the servient lots.
- (l) Not permit any existing tree or tree planted by the Transferee and including any self seeding trees on the servient lots to grow to a height that unreasonably restricts the views of the occupiers of the other Lots on DP 325791.
- (m) Not carry out nor permit to be carried out any activity which may have the effect of obstructing or interfering with the views of any of the owners of the other Lots on DP 325791.
- (n) Not erect on the servient lots any other buildings or structures which may obstruct or interfere with the views of any of the owners of the other Lots on DP 325791.
- (o) Not permit the servient lots to be used as a depot for business purposes or for any factory or farming purposes.
- (p) Not carry on nor permit any industrial activity upon the servient lots but this provision shall not preclude the Transferee from carrying on any commercial and/or industrial activity which may be considered of a minor and light nature which in the opinion of Professional Contractors Limited will not affect the privacy or enjoyment of the owners of any other lots on DP 325791.
- (q) Not carry on any commercial forestry activity on the servient lots.
- (r) Not permit the servient lots to be used for the purpose of motorized trail bike racing or competition or a trail bike activity not associated with the day to day use of the servient lots.
- (s) Not permit goats to be kept on the servient lots unless they are on a secure lead at all times.
- (t) Not permit noxious weeds to grow upon the servient lots and to keep the servient lots well grazed or mowed, nor permit noxious weeds to grow in areas in pasture or alongside driveways or within the house curtilage area.
- (u) Not carry on nor permit the aerial spraying over the servient lots of any noxious or toxic substances for weed control or any other purposes.
- (v) Not permit motor vehicle wrecks, bodies, machinery of any kind, bus and motorised homes to remain on the servient lots unless same can be housed under shelter, the construction of which must comply with subclause 1(a).
- (w) Not construct any garage, carport or other outbuilding on the servient lots which is not architecturally integrated with the main dwelling unless the Transferee satisfies Professional Contractors Limited that the building to be constructed will not be unacceptable to the owners of adjoining properties.

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(Handwritten signatures/initials)

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- (x) Not construct any clothesline or letterbox other than in a manner which is aesthetically sensitive in terms of design and location and shall not site any clothesline in such a way as to be highly visible from Lot 18 DP 325791 or from the adjacent properties.
- (y) Enhance the quality and appearance of attachments to the dwelling excluding television antenna and shall construct such attachments so as to be discretely integrated with the dwelling and so that they are not highly visible from Lot 18 DP 325791 or adjacent properties.
- (z) Contribute towards the costs of maintaining and keeping in good order, repair and condition any areas reserved for recreational use by the owners of the dominant lots including access to such recreational areas on a fair and reasonable basis having regard to entitlement to such use by the owners of the dominant lots, any dispute as to what constitutes a fair and reasonable basis or any dispute regarding the standard of maintenance and repair to be referred to arbitration in accordance with the provisions of the Arbitration Act 1996, all use of such recreational areas and access thereto to be reasonable and not disruptive to the owners or occupiers of any of the other principal lots.

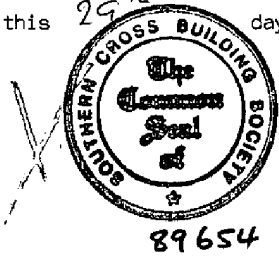
TO: District Land Registrar
HAMILTON

Please note that the within covenants against the title to the land transferred herein pursuant to Section 126A of the Property Law Act 1952.

Solicitor for the Transferor

SOUTHERN CROSS BUILDING SOCIETY the Mortgagee under Memorandum of Mortgage 5313381.2 HEREBY CONSENTS to the terms of the within written Transfer but without prejudice to its rights and remedies under the said Mortgage.

DATED this 29th day of JANUARY 2004



THE COMMON SEAL OF SOUTHERN CROSS BUILDING SOCIETY WAS HEREUNTO AFFIXED IN THE PRESENCE OF:-

Director

Director

Secretary

Date 29th JANUARY 2004

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