

Approved by Registrar-General of Land under No. 2002/1026

Transfer instrument
Section 90, Land Transfer Act 1952

T 7737061.31 Transfer

Cpy - 01/01, Pgs - 008, 18/03/08, 16:16



DocID: 313073684



Land registration district

SOUTH AUCKLAND

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

All/part

Area/description of part or stratum

	All	All Certificates of Title referred to in paragraph A of the Second Schedule on page 5 annexure schedule
--	------------	--

Transferor

Surname(s) must be underlined or in CAPITALS.

SADE DEVELOPMENTS LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

SADE DEVELOPMENTS 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 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 8th day of February 2007

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

Sade Developments Limited

Director - Shane Allen Le Prou

Director - Denise Ellen Le Prou

Signature [common seal] of
Transferor

Signed in my presence by the Transferor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
Witness name

Occupation

Address

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 8th February 2008

Page 1 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

To: The District Land Registrar

It is requested that the within
covenants are noted on the titles
to the covenanting and benefitting lots.

Solicitor for the Transferor

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

Transfer

Dated

8th February 2008

Page

2

of

7

Pages

(Continue in additional Annexure Schedule, if required.)

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

The Transferor as registered proprietor of all that land contained in Deposited Plan 388759 subdivided that land into lots ("the lots") together with roads for the purposes of the sale of that land as residential lots in a building estate.

It is the Transferor's intention that the lots be subject to a general building scheme applicable to and for the benefit of all the lots and that the owner or occupier for the time being of each lot should be bound by the covenants, stipulations and restrictions set out in the First Schedule ("the covenants") and that the respective owners and occupiers for the time being of any of the lots may be able to enforce observance of the covenants against the owners or occupiers for the time being of any of the other lots.

The Transferee for itself and its successors in title, so as to bind the covenanting lots described in paragraph B of the Second Schedule, ("the covenanting lots") and for the benefit of all the other lots described in paragraph B of the Second Schedule ("the benefitting lots") **hereby covenants and agrees** with the Transferor, for the period continuing up until 1 January 2023, that:

- 1 The Transferee will at all times observe and perform the covenants, and the covenants shall enure for the benefit of the benefitting lots and their registered proprietors from time to time.
- 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 lots and the Transferee shall be liable only in respect of breaches of the covenants which shall occur while the Transferee is the registered proprietor of the covenanting lot.
- 3 The Transferee will at all times save harmless and keep indemnified the Transferor from all proceedings costs claims and demands in respect of breaches by the Transferee of all covenants on its part contained or implied.
- 4 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 written demand being made by the registered proprietor of any of the benefitting lots:
 - [a] Pay to the person making such demands as liquidated damages the sum of One Hundred Dollars (\$100.00) per day for every day that such breach or non-observance continues after the date upon which written demand has been made; and
 - b) Remove or cause to be removed from the Property any building or fence used erected or repaired in breach or non-observance of the said restrictive stipulations; and
 - c) Replace any building materials used of permitted to be used in breach or non-observance of the said restrictive stipulations; and

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

Transfer

Dated

8th February 2008

Page

3

of

7

Pages



(Continue in additional Annexure Schedule, if required.)

d) Otherwise remedy the breach.

Provided and it is further agreed and acknowledged that:

5 The Purchaser shall only have the liability hereunder while the Purchaser is a registered proprietor of the Property.

5.1 In any instance of default the remedying of such default within one month of notice in writing requiring the removal of such cause of default and the payment by the defaulting party of all reasonable legal and other expenses incurred by the party enforcing the said covenants shall avoid the payment of the penal sum prescribed provided that this wavier shall not apply in respect of any subsequent default of a similar nature.

5.2 The rights and obligations of the Vendor to enforce the terms and the rights and benefits conferred by the foregoing covenants and by this clause shall terminate twelve calendar months from the date on which it ceases to be an owner of any lot in the Plan of Subdivision and from that date the right to enforce the rights and benefits so conferred shall in accordance with normal legal principles vest in the owners of any lots in the said Subdivision who obtain benefits from the said covenants.

First Schedule

1. Dwelling Design and Size

1.1 Not to undertake any work on the Property without first obtaining all necessary Consents or permits required by the Relevant Authority.

1.2 Not to erect any building other than a new residential home.

1.3 Not to erect or allow to be erected on the Property any dwelling house with a ground floor area of less than 80 square metres (exclusive of roof overhands, verandas, decking, garaging and any other accessory building).

1.4 Not to build on the Property any dwelling that does not include an attached fully enclosed garage, such garage to be constructed and completed at the same time as the construction and completion of the dwelling in similar materials as the dwelling.

1.5 Not to allow onto or allow to remain on the property or any internal road constructed on any of the land comprised in the Plan of Subdivision any temporary dwelling, caravan, trade vehicle or other equipment, material or machinery which in the Transferor's reasonable opinion in unsightly, or which generates noise reasonably likely to cause offence to residents in the area

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

Transfer

Dated

5th February 2008

Page

4

of

7

Pages

(Continue in additional Annexure Schedule, if required.)

unless both kept more than 5 metres from any boundary fronting any road or right of way and garaged or screened to preserve the amenities of the neighbourhood.

- 1.6 Not to permit or allow the erection of any temporary building or structure upon the Property except such as may be used in conjunction with the construction of a house on the property and which will be removed from the Property upon the completion of the house. The Transferor shall have the right to require the removal of any temporary building or structure which it considers in its absolute discretion, not to be of a nature or type suitable to the Transferor's subdivision.
- 1.7 Not to erect or allow the erection of more than one dwelling on the property; and
- 1.7.1 All necessary buildings must be built in the same manner of construction as the dwelling. Accessory buildings must not be used for accommodation purposes.
- 1.8 To maintain and mow any undeveloped part of the Property to a standard set by the Transferor [at date of this transfer].

2. Completion

- 2.1 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 within 15 months to construct in a proper and tradesmanlike manner a driveway or vehicle access in permanent continuous surfacing.
- 2.2 Not to allow construction of the dwelling to be delayed so that substantial progress is not made for any period exceeding three (3) months.

3. Property Use

- 3.1 Not to allow the removal of any soil from the Property except as necessary for construction of any dwelling or associated works from the Property.
- 3.2 Not to allow any rubbish to accumulate or be placed on the Property nor to permit any excessive growth of grass or vegetation so that the same becomes long or unsightly.
- 3.3 Not to allow the storage or accumulation on the Property of any building materials other than in the course of the construction of a dwelling house and or any accessory buildings in compliance with the provisions of these covenants.
- 3.4 Not to cross-lease the Property or create titles thereof or further subdivide the Property in any manner.

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

Transfer

Dated 8th February 2008

Page 5 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

- 3.5 Not to use the Property for animal boarding kennels, nor to keep any animals on the property other than a maximum of two dogs and two cats.
- 3.6 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 Transferees use of the land directly or indirectly through the Transferee's agent or invitees.
- 3.7 Not to light fires to get rid of any construction materials.
- 3.8 Not to occupy or use the dwelling house as a residence until it has been substantially completed in accordance with the terms of these covenants and the appropriate local authority completion certificates have been issued for the dwelling.
- 4 Construction Materials**
- 4.1 Not to roof any building on the Property in other than factory coloured prefinished products
- 4.2 With regard to any boundary between the Property and any other residential lot not to construct any fence at all on the front and side boundaries, nor any fence on the rear boundary other than a post and rail fence of not more than 1 metre in height above the natural ground surface.
- 4.3 Not to use any pre-used building materials in the construction of any buildings or fencing on the Property.
- 4.4 Not to permit any driveways and/or other accessways on the Property to remain uncompleted without a solid running course constructed in a property and tradesmanlike manner and completed within six (6) months after completion of the dwelling.
- 5 Miscellaneous**
- 5.1 Not to permit or cause any advertisements sign or boarding of a commercial nature to be erected on any part of the Property, nor to use the Property for commercial purposes of any nature.
- 5.2 For all of those lots adjacent to area G on DP 3588759 not to permit or cause there to be any obstruction that will in any way prevent the free and unimpeded flow of water through the area G and will, when called to do so, immediately remove any such obstruction along the overland flow path within area G.

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

Transfer

Dated

8th February 2008

Page

6

of

7

Pages

(Continue in additional Annexure Schedule, if required.)

Second Schedule**A The Land**

Certificates of Title 387497-387527 (inclusive)

B	Covenanting Lots	Benefitting Lots (continued)
1		All lots on DP388759 other than Lots 1, 39,40, 43, 45, 131, 132 & 200
2		All lots on DP388759 other than Lots 2, 39,40, 43, 45, 131, 132 & 200
3		All lots on DP388759 other than Lots 3, 39,40, 43, 45, 131, 132 & 200
4		All lots on DP388759 other than Lots 4, 39,40, 43, 45, 131, 132 & 200
5		All lots on DP388759 other than Lots 5, 39,40, 43, 45, 131, 132 & 200
6		All lots on DP388759 other than Lots 6, 39,40, 43, 45, 131, 132 & 200
7		All lots on DP388759 other than Lots 7, 39,40, 43, 45, 131, 132 & 200
8		All lots on DP388759 other than Lots 8, 39,40, 43, 45, 131, 132 & 200
9		All lots on DP388759 other than Lots 9, 39,40, 43, 45, 131, 132 & 200
10		All lots on DP388759 other than Lots 10, 39,40, 43, 45, 131, 132 & 200
11		All lots on DP388759 other than Lots 11, 39,40, 43, 45, 131, 132 & 200
12		All lots on DP388759 other than Lots 12, 39,40, 43, 45, 131, 132 & 200
13		All lots on DP388759 other than Lots 13, 39,40, 43, 45, 131, 132 & 200
14		All lots on DP388759 other than Lots 14, 39,40, 43, 45, 131, 132 & 200
15		All lots on DP388759 other than Lots 15, 39,40, 43, 45, 131, 132 & 200
16		All lots on DP388759 other than Lots 16, 39,40, 43, 45, 131, 132 & 200
17		All lots on DP388759 other than Lots 17, 39,40, 43, 45, 131, 132 & 200

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

Transfer

Dated 8th February 2008

Page 7 of 7 Pages

(Continue in additional Annexure Schedule, if required.)

	200
18	All lots on DP388759 other than Lots 18, 39,40, 43, 45, 131, 132 & 200
19	All lots on DP388759 other than Lots 19, 39,40, 43, 45, 131, 132 & 200
20	All lots on DP388759 other than Lots 20, 39,40, 43, 45, 131, 132 & 200
21	All lots on DP388759 other than Lots 21, 39,40, 43, 45, 131, 132 & 200
22	All lots on DP388759 other than Lots 22, 39,40, 43, 45, 131, 132 & 200
23	All lots on DP388759 other than Lots 23, 39,40, 43, 45, 131, 132 & 200
24	All lots on DP388759 other than Lots 24, 39,40, 43, 45, 131, 132 & 200
28	All lots on DP388759 other than Lots 28, 39,40, 43, 45, 131, 132 & 200
29	All lots on DP388759 other than Lots 29, 39,40, 43, 45, 131, 132 & 200
30	All lots on DP388759 other than Lots 30, 39,40, 43, 45, 131, 132 & 200
31	All lots on DP388759 other than Lots 31, 39,40, 43, 45, 131, 132 & 200
32	All lots on DP388759 other than Lots 32, 39,40, 43, 45, 131, 132 & 200
33	All lots on DP388759 other than Lots 33, 39,40, 43, 45, 131, 132 & 200
34	All lots on DP388759 other than Lots 34, 39,40, 43, 45, 131, 132 & 200

Continuation of "Attestation"

Signed on behalf of the Transferee

Sade Developments Limited by:

Director - Shane Allen Le Prou

Director - Denise Ellen Le Prou

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.