

TRANSFER  
Land Transfer Act 1952

B 673140 · 15 T



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: 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*

See  
Attached

All

Transferor Surnames must be underlined or in CAPITALS

KINLOCH PARK LIMITED

Transferee Surnames must be underlined or in CAPITALS

KINLOCH PARK LIMITED

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

Fee-simple subject to a land covenant (continued on page 2 annexure schedule) and the Transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor

Consideration

\$1.00

Operative Clause

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

Dated this 18th day of July 2001

Attestation

Signed on behalf of KINLOCH  
PARK LIMITED by two  
Directors:

ALLAN JAMES HUBBARD

EDWARD ORAL SULLIVAN

Signature, or common seal of Transferor

Signed in my presence by the Transferor  
Signature of Witness

Witness to complete in BLOCK letters  
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.  
(DELETE INAPPLICABLE CERTIFICATE)

REF: 4135 /2

Solicitor for the Transferee

## Annexure Schedule



**TRANSFER**

Dated

18 July 2001

Page

1

of

3

Pages

Continuation of "Certificate of Title No"

69D/809	69D/828	69D/847
69D/810	69D/829	69D/848
69D/811	69D/830	69D/849
69D/812	69D/831	69D/850
69D/813	69D/832	69D/851
69D/814	69D/833	69D/852
69D/815	69D/834	69D/853
69D/816	69D/835	69D/854
69D/817	69D/836	69D/855
69D/818	69D/837	69D/856
69D/819	69D/838	69D/857
69D/820	69D/839	69D/858
69D/821	69D/840	69D/859
69D/822	69D/841	69D/860
69D/823	69D/842	69D/861
69D/824	69D/843	69D/862
69D/825	69D/844	69D/863
69D/826	69D/845	
69D/827	69D/846	

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

The Transferor when registered proprietor of the land formerly contained in Certificate of Title 58D/561 subdivided the land into residential lots in the manner shown and defined on DPS88315 AND WHEREAS it is the Transferor's intention to create the land covenant set out in Schedule B over the land in each of the Certificates of Title set out in Schedule A (hereinafter referred to as the "Servient Lot") for the benefit of each of the other lots set out in Schedule A (hereinafter referred to as the "Dominant Lots") TO THE INTENT that the servient lot 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 lot.

AND AS INCIDENTAL to the transfer of the fee-simple so as to bind the servient lot 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 lot for the benefit of the respective dominant lots as described in Schedule A.

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.

CR

*[Signature]*

*[Signature]*

*[Signature]*

## Annexure Schedule



Insert below

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

Transfer

Dated

18th July 2001

Page

2

of

3

Pages

## SCHEDULE A

69D/809  
69D/810  
69D/811  
69D/812  
69D/813  
69D/814  
69D/815  
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69D/863

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CK

## Annexure Schedule



Insert below

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

Transfer

Dated

18th July 2001

Page

3

of

3

Pages

## SCHEDULE B

The Transferee:

1. Shall not use or permit or suffer to be used in any residential building or garage on the property second-hand materials (other than bricks) or fibrolight for outer wall facings, without first obtaining the written consent of the Transferor.
2. Shall not erect any "A-framed" construction or timber pole framed construction dwelling, nor place any dwelling house or unit other than a new dwelling house or unit on the land without first obtaining the written consent of the Transferor.
3. Shall ensure that all ancillary buildings are constructed in harmony with the dwelling house and the environment.
4. Shall not erect or place or cause to be erected or placed on the property any caravan, hut, garage or shed for any kind of permanent residential use, provided that this clause shall not affect the right of the registered proprietor to have or keep a caravan on the property or to erect a hut, garage or shed in any case for temporary or infrequent use such as for a temporary holiday or camping accommodation and further provided that such building erections are constructed of new materials and otherwise in terms of covenant 3 hereof.
5. Shall not, without first obtaining the written consent of the Transferor:
  - (i) Keep more than three pigs on the property.
  - (ii) Keep more than fifteen poultry birds on the property.
  - (iii) Use any part of the property as commercial kennels and/or catteries.
  - (iv) Use any part of the property as a transport contractors depot.
  - (v) Use any part of the property for any type or types of factory farming. For the purposes of this clause, "factory farming" means a farm or unit of production in which the process is largely carried out indoors or in a restricted space and which is not dependent on the soil characteristics of the site upon which it is situated and includes (but not by way of limitation) poultry farms, pig farms, rabbit farms, fitch farms, opossum farms, mushroom farms and feed lots for a commercial livestock such as cattle. Glasshouses and nurseries for pot or grown plants are specifically excluded from this definition.
6. Shall not permit or allow the land to be or become infested with broom, gorse, scrub, weeds or noxious plants.
7. Shall not place any building or structure (other than fencing) nor plant any tree or shrub or other vegetation within three metres of the water supply pipeline easement as shown on Plan DPS 88315.

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CK

*[Signature]*

*[Signature]*

Approved by Registrar-General  
of Land under No. 1995/1004EF



# TRANSFER

Land Transfer Act 1952

Law Firm Acting
<b>Raymond Sullivan McGlashan</b> Solicitors Timaru

Auckland District Law Society  
REF 4135 /4

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128

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PARTICULARS OF THE  
LAND REGISTERED  
FOR REPLY

