

# **RPNZ document ordering service**

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**Document, Interest, Instrument: 7773358.9**

**Property: 100 Greenhills Drive, Coromandel, Thames-Coromandel District**

**Legal Description: Lot 19 Deposited Plan 397312**

**CoreLogic Reference: 3210570/1**

**Processed: 12 September 2024**

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

**Transfer instrument**  
Section 90, Land Transfer Act 1952



Land registration district

**SOUTH AUCKLAND**

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

All/part

Area/description of part or stratum

NT's

All

The land as described in Annexure Schedule

Transferor

Surname(s) must be underlined or in CAPITALS.

**Green Hills Trading Trust Limited**

Transferee

Surname(s) must be underlined or in CAPITALS.

**Green Hills Trading Trust Limited**

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created  
State if fencing covenant imposed.

Land Covenants/contained in Annexure Schedule  
and Fencing Covenant

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 13 day of February 2008

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

	<b>Signed in my presence by the Transferor</b>
	Signature of witness
Signature [common seal] of Transferor/Transferee.	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

**Continuation of Estate or interest to be transferred, or easement(s) or profit(s) a prendre to be created**

## **1. DEFINITIONS AND INTERPRETATION**

### **Definitions**

#### **1.1 In this Transfer:**

**"GH"** means Green Hills Trading Trust Limited , but not its successors in title.

**"Land"** means those Lots on the Plan as described in Schedule 1.

**"Lot"** means each of the Lots shown on the Plan except for Lots 1, 18, 56, 69, 71, 72, 73, 74, 75 and 76

**"Lots"** means the lots shown on the Plan except for Lots 1, 18 56, 69, 71, 72, 73, 74, 75 and 76

**"Plan"** means Deposited Plan No. 397312 (South Auckland Registry).

**"Property Manager"** means the appointee of Green Hills Trading Trust Limited from time to time pursuant to clause 5 of this Transfer.

**"Transfer"** means this memorandum of transfer.

**"Transferee"** means Green Hills Trading Trust Limited .

**"Transferor"** means Green Hills Trading Trust Limited

### **Interpretation**

- 1.2 (a) In this Transfer words and expressions denoting the singular shall include the plural.
- (b) The Transferor and Transferee include the successors and assigns of the Transferor and Transferee.
- (c) The covenants set out in this Transfer shall cease to be binding on the Transferor or the Transferee when they cease to hold a fee simple estate in the Lots, but without prejudice to their liability for any breach of covenant under this Transfer arising before they cease to hold that estate.
- (d) The Transferor shall not be required to or obliged to enforce all or any of the covenants contained in this Transfer, nor be liable to the Transferee for any breach.

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## **2. INTRODUCTION**

- 2.1 The Transferor is registered as proprietor of CT SA26B/140.
- 2.2 The Transferor subdivided the land comprised in CTSA26B/140 for the purpose of providing a modern and well designed integrated subdivision.
- 2.3 It is the Transferor's intention that the Lots shall be subject to a general scheme applicable to and for the benefit of each of the Lots, to the intent that a high standard shall be enjoyed by the registered proprietors of the Lots, and that the owner shall be bound by the covenants set out in clause 4 of this Transfer, and that the owner or occupier for the time being of any of the Lots may be able to enforce the observance of any such covenants by the owners or occupiers for the time being of any of the other Lots in equity or otherwise and the Transferor shall transfer each of the Lots subject to like covenants as are contained in clause 4 of this Transfer.
- 2.4 The Transferor wishes to utilise the provisions as laid down in the new Property Law Act 2007 to create the schemes set out in this Transfer.

## **3. TRANSFER**

- 3.1 In consideration of the sum of \$1 paid to the Transferor by the Transferee (the receipt of which sum is acknowledged by the Transferor) the Transferor transfers to the Transferee by this Transfer all the Transferor's estate and interest in the Land.

## **4. GENERAL COVENANTS**

- 4.1 The Transferee for itself so as to bind each of the Lots for the benefit of each of the other lots covenants and agrees with itself as Transferor for the benefit of each of the Lots and each registered proprietor of the Lots from time to time that the Transferee shall always observe and perform all the covenants set out in clause 4.2, to the end and intent that each of the covenants shall forever enure for the benefit of all the Lots in Schedule 1.
- 4.2 The Transferee shall:
  - a) Not erect any building other than a single (and no second-hand) dwelling house (including garages and other such buildings which would normally be appurtenant to a single dwelling house) and if applicable a new minor household as defined by the Thames Coromandel District Council.
  - b) Not erect or place or permit to be erected or placed any dwelling with a ground floor of less than 90 square metres (excluding minor household units, garages, carports, decking, verandahs and other structures).
  - c) Not erect any fence constructed of unpainted or second hand galvanised iron or unpainted or second hand metal sheeting products; or exceeding 1.5m in height above the natural ground level within 4.5 m of any road frontage; or exceeding 1.8 m in height elsewhere on the property

The Purchaser will not call upon the Vendor to pay for or contribute toward the cost of erection or maintenance of any boundary fence as defined in the Fencing Act 1978.



- d) Construct any dwelling with a minimum of 80% of the non glazed exterior cladding of the dwelling consisting of any of the following materials; kiln fired brick or concrete brick or plastered textured finish , stone ,timber weatherboards, or pre finished metal weatherboard bonded to solid timber boards (ie Lockwood type construction).  
Factory prefinished weatherboards made of other materials (ie James Hardie Linea weatherboards) may also be used. Any dwelling with an exterior finish in the form of flat cladding, concrete or polystyrene block, poured concrete or similar shall have the surface textured in such a manner as to fully cover the base material.  
Other buildings eg garden sheds, pool sheds or similar must also comply with this covenant.
- e) Not use any roofing material which will create a glare annoying to adjoining property owners
- f) Complete any building within 12 months of laying down the foundations for such buildings.
- g) Not permit the land to be occupied or used as a residence unless the buildings on the property have been substantially completed in accordance with this Covenant and the buildings meet the requirements of the local authority.
- h) Construct any dwelling house defined in Covenant 4.2 (a) to a shape other than a simple square.
- i) Not place on the land any form of temporary accommodation (eg Caravan etc) other than a builder's shed for the purpose of the builder's usual day to day use. Such a shed is to be removed upon completion of the dwellings.
- j) Keep and maintain in a neat and tidy condition the commonly owned land between the front boundary of any road frontage lot and the road kerb.
- k) At all times the Purchaser will
- (i) Keep in good order and condition all buildings and improvements on the property.
  - (ii) The Purchaser will not allow grass or weeds on the property to exceed 200mm in height or allow rubbish to accumulate on the property or otherwise allow the property to become unsightly.
- l) Not bring on to or allow to remain on the Property or any adjacent road or access way any trade or other equipment, material , commercial vehicles or trailers or machinery which in the Vendor's opinion is unsightly or which generates noise likely to cause offence to residents in the area, and
- m) Not allow any driveway and or vehicles access way on the Property to be constructed other than in a permanent surfacing material. Such surfacing shall be carried out in a proper and tradesman-like manner and shall be completed within two (2) years of the issue of the building consent for the dwelling house to be constructed on the Property.
- n) Not use the property as a vehicle or cartage depot.

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IF there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Purchaser may have to any person having the benefit of this covenant the Purchaser will upon written demand being made by the vendor or any registered proprietors of the lots:

- a) Immediately remedy any breach of the foregoing covenants including where appropriate removing or causing to be removed from the land any building, structure or improvement so erected, repaired or completed in breach or non-observance of the covenants herein.
- b) Remove or cause to be removed from the land any second hand or used dwelling, garage, carport building or other structure erected or placed on the land in breach or non-observance of the foregoing covenants.

PROVIDED HOWEVER that the Vendor shall neither be required nor liable to enforce nor answerable to the Purchaser for the breach of any covenants binding any of the lots and the Vendor shall have in its absolute discretion the right to vary or to impose additional restrictions and stipulations in any of the foregoing covenants in respect of any of the lots within the Vendor's subdivision.

## 5. PROPERTY

- 5.1 So as to ensure proper and orderly management of the facilities on the Land during the initial stages of the subdivision, GH shall appoint the Property Manager for the purpose of carrying out its functions. The Property Manager's term of appointment shall be the lesser period of:
  - (a) three years from the date of registration of this Transfer; or
  - (b) the date GH ceases to be a registered proprietor of any of the Lots comprising the Land.
- 5.2 GH shall have the power to remove the appointee and appoint a new appointee to the office of Property Manager on as many occasions as GH deems necessary.

Signed by the Transferee  
**Green Hills Trading Trust Limited**  
by its Directors

R H Kelsey Director  
B J Kelsey Director

# SCHEDULE 1

Lot(s)	Deposited Plan	Certificate of Title
2,3,6,7 & 24	397312	388349
4	397312	388351
5	397312	388352
13	397312	388214
8	397312	388353
9	397312	388354
10	397312	388355
11	397312	388356
12	397312	388357
17	397312	388358
19	397312	388360
20	397312	388361
21	397312	388362
22	397312	388363
23	397312	388364
48	397312	388365
49	397312	388366
50	397312	388367
51	397312	388368
52	397312	388369
53	397312	388370
54	397312	388371
55	397312	388372
57	397312	388373

 

58	397312	388374
59	397312	388375
60	397312	388376
61	397312	388377
62	397312	388378
63	397312	388379
64	397312	388380
65	397312	388682

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