

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

**T 7593952.5 Transfer**

Cpy - 01/01.Pgs - 007.21/11/07.09:52



DocID 313001471



Land registration district

**NORTH AUCKLAND**

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

All/part

Area/description of part or stratum

**All Certificates of Title referred to in paragraph A of the Second Schedule of Page 4 Annexure Schedule**

**Transferor**

*Surname(s) must be underlined or in CAPITALS.*

**MANGAWHAI DEVELOPMENTS LIMITED**

**Transferee**

*Surname(s) must be underlined or in CAPITALS.*

**MANGAWHAI 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 (contained in 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 14 day of October 2007

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

|   |  |
|---|--|
| <p style="text-align: center;"><i>Kasman Daniels</i><br/>Director</p> <p style="text-align: center;"><i>[Signature]</i></p> | <p><b>Signed in my presence by the Transferor -</b></p> <p style="text-align: center;"><i>[Signature]</i></p>  |
|   | <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p><b>Witness name</b></p> <p>Occupation                      LOUISE QUINN<br/>    Solicitor<br/>    Auckland</p> <p><b>Address</b></p> |
| <p><b>Signature [common seal] of Transferor</b></p>   |  |

**Certified correct** for the purposes of the Land Transfer Act 1952.

*[Signature]*

[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.)

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.

Handwritten initials/signature

**Annexure Schedule**

Insert type of instrument  
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**Continuation of "Estate or Interest or Easement to be created"**

The Transferor as registered proprietor of all that land contained in Deposited Plan 378455 subdivided that land into lots ("the Lots") for the purposes of the sale of that land as residential lots.

It is the Transferor's intention that the Lots be subject to a specific covenants applicable to and for the benefit of all the Lots and 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 and 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 on the Second Schedule ("the Benefitting Lots") **hereby covenants and agrees** with the Transferor, 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 oblige 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 \$250 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 Servient Tenement any building, fence, structure or attachment erected in breach or non-observance of the covenants and conditions contained herein; and
  - (c) Remove or cause to be removed from the Servient Tenement any hedge, tree or other vegetation planted or grown in breach or non-observance of the covenants or conditions contained herein.

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*John Mu*

**Annexure Schedule**



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*(Continue in additional Annexure Schedule, if required.)*

**First Schedule**

- A. The Transferee will not commence any construction or development on any part of the Covenanted Lots without first obtaining the written consent of the Transferor or its nominee to the plans and specifications and exterior design appearance of the Transferee's proposed dwelling. Such consent shall be entirely at the discretion of the Transferor or its nominee but consent shall not be withheld in the case of plans which are of a design, colour and contain exterior features that compliment the existing surrounding dwellings and are otherwise generally in tone and intent of these covenants. Once the Transferor's or its nominee's approval is obtained, the Transferee shall submit the approved plan to the Territorial Authority for building consent and shall not alter or make any changes to the plans and specifications or the exterior design or appearance of the proposed dwelling, whether due to the requirements of the Territorial Authority or otherwise, without first resubmitting the modified or changed plans and specifications to the Transferor or its nominee for the approval.
- B. The Transferee will not use or permit to be used in the construction of any dwelling any secondhand building material of any kind nor will they permit the use of any relocatable building or transportable building on the site during the course of construction with the exception of a builder's shed as set out in paragraph F below.
- C. The Transferee will not amalgamate the lot with any other adjacent or abutting lot within the subdivision where such amalgamation shall result in a greater number of lots being created by subsequent subdivision than the number of original lots so amalgamated.
- D. The Transferee will at all times keep the Covenanted Lot in good order and condition and will not allow rubbish to accumulate or be placed on the property and will not allow grass or weeds to exceed 100mm in height. Failure to do so may result in the Transferor taking whatever remedial action is necessary at the expense of the Transferee to remedy this default in addition to the rights under clause 4.
- E. The Transferee will not place on the Covenanted Lot any form of temporary accommodation (such as portacom units) other than a tent or a caravan provided it is not used for a permanent residence or a builders' shed for the purposes of the builders' day to day use. Such shed is to be removed upon completion of the dwelling and in all respects shall not remain on the property for any period greater than 12 months from the date of issue of the building consent for the dwelling by the Council or from the date that the shed is first placed on the Lot, whichever is the earlier date.
- F. The Transferee will complete any building within 12 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 will within that 15 months construct in a proper and tradesmanlike manner a driveway or vehicle access in a permanent continuous surface of concrete, concrete block, brick paving, tarsealing or similar.
- G. The Transferor shall not permit the erection of any fence or wall or permit to be grown or grow a hedge of any kind within 8 meters of the road boundary and will not erect anywhere on the said land a fence with steel cladding and will not erect a fence or grow a hedge of any kind higher than 1.8 meters on the said land not plant nor permit to grow any shrubs, trees or other growths on the said land to a height greater than 5 meters, without having first obtained the written approval of the Vendor or its nominee to the said fence, wall or hedge as to design and appearance and if approval is obtained shall not make any change to the proposed design or appearance thereof without first obtaining written approval from the Vendor or its nominee.

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*WHL*

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*(Continue in additional Annexure Schedule, if required.)*

- H. The Transferee (or any successor in title to the Transferee) shall not, and shall not procure any third party to, object or submit to any local authority having jurisdiction over any adjoining land owned or occupied by the Transferor or its nominee ("Adjoining Land"), in respect of any application by the Transferor or its nominee for a resource consent or plan change relating to the Adjoining Land. For the purpose of these covenants any reference to Adjoining Land includes any other Lots contained in Deposited Plan 378455 and any other land which is adjacent to the lots contained in Deposited Plan 378455.
- I. The Transferee shall not permit caravans, motor vehicle bodies, trucks, tractors, earthmoving machinery or machinery of any kind to be parked, stored or left on or adjacent to the land.
- J. The Transferor or its nominee shall not be liable to contribute towards the cost of or assist in the erection or maintenance of any boundary or dividing fence between the land hereby transferred and the Adjoining Land but this covenant is intended for the benefit of the Transferor or its nominee only and shall not ensure for the benefit of any successor in title to the Benefiting Lots.
- K. The Transferee will become and remain a member and perform the obligations of a member as set out in the constitution of Coatesville Estate Residents Society Incorporated, a Society incorporated on 10 August 2005 pursuant to the Incorporated Societies Act 1908 ("Society"). The Transferee shall, prior to settling of the sale of its property, procure the Purchaser to enter into, execute and deliver to the Society a deed of covenant in favour of the Society wherein the Purchaser covenants to become, contemporaneously with the transfer of the property, and remain a member and to observe and perform the obligations of a member as set out in the constitution of the Society. The deed of covenant shall be prepared by the solicitors for the Society and the selling member shall pay the reasonable legal fees and disbursements of the Society's solicitors.
- L. The Transferee shall be deemed to have resigned from the Society immediately that member is no longer an owner of this property, provided that such resignation shall not relieve a person of any obligation or liability arising before that person ceased to be a member.
- M. The Transferee shall immediately upon becoming an owner of this property (and thereafter if any details change) provide the Society with the details necessary for maintenance of the register of members and shall upon entry of the details into the register, become a member.
- N. If the Society shall for any reason become an unincorporated Society then the Transferee shall become and remain a member and perform the obligations of a member of the unincorporated Society which shall have the same rules and obligations as the Incorporated Society and clauses J, K and L shall apply.
- O. In the event that the Society, either incorporated or unincorporated, is dissolved then the Transferees shall be jointly and severally liable to perform the maintenance obligations previously performed by the Society.

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*WHL*

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**Second Schedule**

**A. The Land**

Certificate of Titles 314314-314359 (inclusive)

| <b>B. Covenanting Lots</b> | <b>Benefitting Lots</b>                           |
|----------------------------|---|
| 1                          | All Lots on DP378455 other than Lot 1, 47 and 51  |
| 2                          | All Lots on DP378455 other than Lot 2, 47 and 51  |
| 3                          | All Lots on DP378455 other than Lot 3, 47 and 51  |
| 4                          | All Lots on DP378455 other than Lot 4, 47 and 51  |
| 5                          | All Lots on DP378455 other than Lot 5, 47 and 51  |
| 6                          | All Lots on DP378455 other than Lot 6, 47 and 51  |
| 7                          | All Lots on DP378455 other than Lot 7, 47 and 51  |
| 8                          | All Lots on DP378455 other than Lot 8, 47 and 51  |
| 9                          | All Lots on DP378455 other than Lot 9, 97 and 51  |
| 10                         | All Lots on DP378455 other than Lot 10, 47 and 51 |
| 11                         | All Lots on DP378455 other than Lot 11, 47 and 51 |
| 12                         | All Lots on DP378455 other than Lot 12, 47 and 51 |
| 13                         | All Lots on DP378455 other than Lot 13, 47 and 51 |
| 14                         | All Lots on DP378455 other than Lot 14, 47 and 51 |
| 15                         | All Lots on DP378455 other than Lot 15, 47 and 51 |
| 16                         | All Lots on DP378455 other than Lot 16, 47 and 51 |
| 17                         | All Lots on DP378455 other than Lot 17, 47 and 51 |
| 18                         | All Lots on DP378455 other than Lot 18, 47 and 51 |
| 19                         | All Lots on DP378455 other than Lot 19, 47 and 51 |
| 20                         | All Lots on DP378455 other than Lot 20, 47 and 51 |
| 21                         | All Lots on DP378455 other than Lot 21, 47 and 51 |
| 22                         | All Lots on DP378455 other than Lot 22, 47 and 51 |
| 23                         | All Lots on DP378455 other than Lot 23, 47 and 51 |
| 24                         | All Lots on DP378455 other than Lot 24, 47 and 51 |
| 25                         | All Lots on DP378455 other than Lot 25, 47 and 51 |
| 26                         | All Lots on DP378455 other than Lot 26, 47 and 51 |
| 27                         | All Lots on DP378455 other than Lot 27, 47 and 51 |
| 28                         | All Lots on DP378455 other than Lot 28, 47 and 51 |
| 29                         | All Lots on DP378455 other than Lot 29, 47 and 51 |
| 30                         | All Lots on DP378455 other than Lot 30, 47 and 51 |
| 31                         | All Lots on DP378455 other than Lot 31, 47 and 51 |
| 32                         | All Lots on DP378455 other than Lot 32, 47 and 51 |
| 33                         | All Lots on DP378455 other than Lot 33, 47 and 51 |
| 34                         | All Lots on DP378455 other than Lot 34, 47 and 51 |
| 35                         | All Lots on DP378455 other than Lot 35, 47 and 51 |
| 36                         | All Lots on DP378455 other than Lot 36, 47 and 51 |
| 37                         | All Lots on DP378455 other than Lot 37, 47 and 51 |
| 38                         | All Lots on DP378455 other than Lot 38, 47 and 51 |
| 39                         | All Lots on DP378455 other than Lot 39, 47 and 51 |
| 40                         | All Lots on DP378455 other than Lot 40, 47 and 51 |
| 41                         | All Lots on DP378455 other than Lot 41, 47 and 51 |
| 42                         | All Lots on DP378455 other than Lot 42, 47 and 51 |

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*[Handwritten signature]*

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|    |  |
|----|--|
| 43 | All Lots on DP378455 other than Lot 43, 47 and 51            |
| 44 | All Lots on DP378455 other than Lot 44, 47 and 51            |
| 45 | All Lots on DP378455 other than Lot 45, 47 and 51            |
| 46 | All Lots on DP378455 other than Lot 46, 47 and 51            |
| 47 | All Lots on DP378455 other than Lot 47, <del>48</del> and 51 |
| 51 | All Lots on DP378455 other than Lot 51, 47 and 51            |

WX

Subject to Caveat No. 7551697.1

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