

Transfer instrument
Section 90, Land Transfer Act 1952



T 6006593.1 Transfer

Cpy - 01/04, Pgs - 013, 14/05/04, 14:18



DocID: 41006112

Land registration district

WELLINGTON

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

All/part

Area/description of part or stratum

64040

All

(continued on page 2 annexure schedule)

Transferor

Surname(s) must be underlined or in CAPITALS.

Landsdale Development Limited

Transferee

Surname(s) must be underlined or in CAPITALS.

Landsdale Development 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 fencing and land covenants (continued on page 3 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

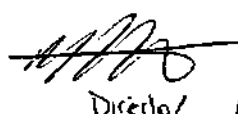
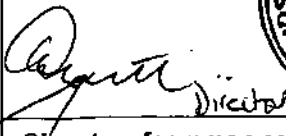

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day of

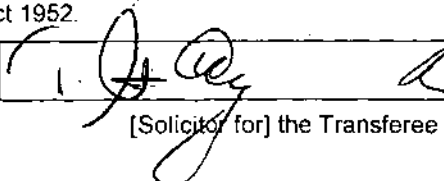
May

2004

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

 Director  Director 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

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(Continue in additional Annexure Schedule, if required.)

Continuation of "Certificate of Title No":

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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 signature]

Annexure Schedule

Insert type of instrument

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

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(Continue in additional Annexure Schedule, if required.)

Continuation of "Estate or Interest or Easement to be created":1. Fencing Covenant

The Transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor.

2. Land Covenants

Whereas the Transferor and Transferee are desirous of creating land covenants as set out in Schedule A ("the land covenants") in respect of the land herein to which each respective Certificate of Title herein transferred ("the servient lots") shall be subject to until 1 December 2023 for the benefit of all the other land set out in Schedule B ("the dominant lots") to the intent that:

- (a) The land covenants shall bind only the owner and the occupier for the time being of the lot which is subject to or intended to be subject to the land covenants;
- (b) Without derogating from these provisions, no covenant to enforce or impose the covenants in respect of any lot shall be implied against the Transferor and any such enforcement or application shall be carried out entirely at the Transferor's discretion;
- (c) The Transferee will at all times hereafter save harmless and keep indemnified the Transferor from all proceedings costs claims and demands in respect of any breaches by the Transferee of any of the land covenants and restrictions contained herein on the Transferee's part contained or implied;
- (d) Each of the servient lots shall be bound by the land covenants and the owners and occupiers for the time being of each of the other dominant lots may enforce the observance of the land covenants against the owners for the time being of any one or more of the servient lots;

And as incidental to the Transfer of the Fee Simple so as to bind each of the servient lots for the benefit of each of the other dominant lots the Transferee does hereby covenant and agree with the Transferor in the manner set out in Schedule A so that the land covenants run with the servient lots for the benefit of the respective dominant lots until 1 December 2023.

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SCHEDULE A

1. Immediately prior to commencing the construction of any residence on the Lot to construct:
 - a) An all weather access crossing for the purpose of avoiding unsightly mud and rubbish being deposited on to the roads. The access crossing pad shall consist of not less than 100 millimetres thick reinforced concrete where it crosses the berms (if any) and shall be not less than 3.5 metres wide and shall be laid from the kerb of the road to the berms (if any). Except where the access crossing is to be used as part of the driveway to the Lot the access crossing shall, on completion of the construction of any residence on the Lot, be removed by the transferee and the surface of the ground shall be restored to its condition immediately prior to the laying of the access crossing.
 - b) A mud free hard stand loading pad for a distance of 5 metres from the boundary of the Lot into the Lot, and of a minimum width of 3.5 metres.

In constructing the access crossing and loading pad the Transferee shall ensure that no damage is caused to any existing berms or footpaths.
2.
 - (a) Not to construct or erect on any Lot more than one residence unless the Lot is a multi unit Lot as defined in Clause 23 below; and if more than one residence is to be constructed, the multi unit Lot must have land area of at least 400 m² for each residence to be constructed thereon.
 - (b) Not to further subdivide any Lot (including subdivision by amalgamation and re-subdivision) without first obtaining the Transferors written consent by endorsement on the relevant Survey Plan to be lodged for registration.
3. Where the Lot and an adjoining Lot or Lots are resubdivided or amalgamated, not to construct on those resubdivided or amalgamated lots more than the maximum number of residences that would have been permitted on each of the lots had the resubdivision or amalgamation not taken place.
4. Not to construct on any Lot of land area:
 - (a) Less than 550 m²: a residential building with ground floor area less than 145 m².
 - (b) 551 m² to 600 m²: a residential building with ground floor area less than 150 m².
 - (c) 601 m² to 650 m²: a residential building with ground floor area less than 155 m².
 - (d) 651 m² to 720 m²: a residential building with ground floor area less than 160 m².
 - (e) Over 721 m²: a residential building with ground floor area less than 165 m².

Provided that where more than one residence is to be constructed on a multi unit Lot the minimum ground floor area for each residential building is 135 m².
5. Not to:

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- (a) Construct and erect upon any of the lots anything other than a residence nor at any time to use any of the said lots for any purpose other than for the construction, erection and occupation of a residence.
- (b) Sell or transfer any of the Lots prior to completion of a residence on the Lot without first obtaining the Transferors written consent to such sale or transfer.
6. Not at any time to construct nor permit to be constructed on the property any residence which does not comply with all Council requirements, including utilisation of services, bulk and location requirements in respect of siting, and public roads.
7. To complete any building and paint and decorate the same within 9 months of commencement of laying down the foundations for such building and prior to occupation of the residence to complete all ancillary work such as fencing and landscaping, lawns sown and not less than 3 shrubs of 1.2 metres high planted, clotheslines and letterboxes installed, driveways, or vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving or sealing.
8. Not to place on any of the lots any relocated or transportable building or structure whether new, used, or recycled **Provided That** builders sheds or such other buildings that are required during the course of the construction and erection of any residence may be placed on any of the lots but must be removed on completion of construction.
9. Not to allow on any of the lots any buildings, structures or fencing to become dilapidated or to fall into disrepair or allow any nuisance or disturbance to be caused to any owner or occupier of neighbouring residences.
10. Not to:
 - a) use any metal clad roof that has not been factory pre-painted or any roofing material, which will create a glare offensive to adjoining property owners.
 - b) Erect or allow to be erected a residence which:
 - (i) is a basic square or rectangular shape, or "A frame" in Style.
 - (ii) has less than six (6) hips or gables and associated valleys in the roof-line; but this shall not apply to a roof of:
 - a single pitch or
 - level plane flat style
 if such roof has at least three (3) distinct sections which are differentiated by changes in level or breaks in shape.
 - c) prevent the Transferor or any party having the benefit of these covenants ("the covenantee") from inspecting and viewing any plans for building on the property which have been accepted by the local

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authority for building permit and consent. It is acknowledged by the transferee that:

- the covenantee has the right to make such inspection in order to ascertain compliance or breach of the land covenants; and
- presentation of these covenants to the Local Authority may be treated as sufficient authority and instruction from the transferee for the Local Authority to make building plans available for inspection by the covenantee.

11. Not to utilise or allow to be utilised except on a short term temporary basis on any of the lots any ancillary building or caravan or other vehicle or other form of shelter as a means of providing supplementary accommodation for a residence.
12. Not to bring on or allow to remain on any of the lots any motor vehicles with a gross weight in excess of 2.5 tonnes (whether mobile or immobile), caravans, boats, trailers, recreational vehicles, machinery, firewood, apparatus or any such other similar thing in any place other than a shed, garage or carport and or any area that is properly screened from the street, and not to regularly park the same (except for casual temporary parking) on any internal streets of the subdivision or on any adjoining public road.
13. Not to carry out on any of the lots any construction or reconstruction of or alteration, addition or refurbishment to any residence which results in the exterior appearance and architectural standards of the residence not being in keeping with the exterior appearance and architectural standards of neighbouring residences.
14. Not to allow to remain on any wall, fence, structure or building on the property any graffiti or similar disfiguring for more than 5 working days, from the date that such occurred or was brought to the notice of the transferee.
15. Not to construct any free standing granny flat on any Lot; provided that a granny flat integrated into the residential building may be permitted provided it has an area of less than 40 m².
16. Not to keep any animals on the lot except to keep a maximum of three animals limited to dogs and cats. These animals shall not be allowed to become a nuisance to others in the subdivision.
17. To keep the Lot and the Council owned frontage of the Lot in a neat and tidy condition and maintained free from long grass, weeds, rubbish, builder's waste nor to use the lot for the storage and stockpiling of other substances before, during and after the construction of any residence thereon.
18. Not to use any adjacent or abutting land for access and dumping of rubbish, or stock-pile and storage of materials. Provided that this shall not restrict the Transferor from undertaking and completing development of any other Lots it retains ownership of.
19. 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 Transferee's use of the land directly or indirectly through the Transferee's agents or invitees.
20. Not to utilise materials and complete construction of a residence other than in accordance with the

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following:

(a) Architecture/Exterior Claddings/Painting and Decorating:

- i) Feature cladding such as stone, brick veneers, textured or stuccos/coatings, stained timber weatherboard, and shingles should be utilized over not less than 75% of the non glazed area of the exterior walls of the residence and the feature cladding should be concentrated on the elevations visible to the street. After providing for the feature claddings the balance of the exterior claddings may comprise any of the feature claddings, or painted linear fibre cement weatherboard, (but excluding any weatherboard wider than 200mm), horizontal corrugated coloursteel panels or ceramic panelling.
- ii) All buildings detached from the residential building, for which a building consent is to be obtained from the local authority, must comply with the above requirements and be in conformity with the design of the residence and shall not exceed a total height of 5 metres measured from the ground up to the apex of the roof.
- iii) All exterior surfaces not precoated or prefinished shall be painted or stained prior to the Transferee occupying the residence or prior to the residence being offered for sale.
- iv) Where a residence has a basement, exposed subfloors, framing and/or decks (which structures are associated with a multi storey construction) the exposed areas shall be underclad or sheath-lined out in permanent materials in conformity with the main parts of the residence and where the structures impact on the streetscape, then the architectural style shall also be harmonious with neighbouring properties.
- v) The exterior cladding of a multi storey residence must achieve harmony of design as a whole between each storey.
- vi) Building design of a multi storey residence must take reasonable account of the outlook of upper storey windows and decks so as not to unreasonably impact on the privacy of the outdoor living areas of surrounding properties.

(b) Fencing

- (i) The minimum standard for side and rear boundary fences shall be of an equivalent quality to a timber post and railing clad fence with vertical palings not less than 1.5 metres in height above the ground level.
- (ii) Where an architectural fence is constructed within (or bordering) road front yard space with a height in excess of 0.9 metres it shall be of similar materials to that of the exterior cladding of the residence (but subject to subclause (iii) below)
- (iii) In no circumstances shall any fence be constructed of corrugated iron or post and wire.

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21. Should the Transferee (or the guests, servants, employees, agents, invitees, tenants or licensees of the Transferee) be in breach of any of these covenants, then the Transferor or the Transferor's agent or any other party having the benefit of these covenants ("the covenantee") will be entitled, in addition to any other remedies available to the covenantee, to all or any of the following:

(a) Recover any amounts expended in:

- establishing and proving a breach of covenant; and
- making good any damage or loss caused by the breach of covenant

as a debt in any action in any Court of competent jurisdiction and such sum may include all costs howsoever incurred including the professional and legal costs calculated on a solicitor/client basis.

(b) Serve written notice to the Transferee requiring them to remedy the breach of the covenants with seven (7) days of receipt of the notice in writing and upon the expiry of seven (7) days a penalty sum of \$50.00 per day shall be payable by the Transferee to each covenantee who has given such notice until such time as the breach is remedied.

(c) Recover damages from the Transferee for any and all losses sustained by the covenantee as a result of the breach of covenant, and this may include (but is not limited to) the following:

- Reduction in the value of any lot in the subdivision
- Interference to privacy and enjoyment of any lot in the subdivision

22. Any dispute arising from clauses 1, 9, 11, 12, 13, 14, 16, 17, 18, and 19 of these covenants and restrictions herein shall be submitted at the request of any party to the dispute to arbitration under the Arbitration Act 1996 on the following terms:

(a) The arbitrator is to be jointly agreed upon by the parties.

(b) If the parties fail to agree upon an arbitrator within 7 days of the issue being submitted to them any party may require the President of the Wellington District Law Society or its successor to nominate an arbitrator and that nomination will then bind the parties.

(c) The referee shall be a referee to a single arbitration.

(d) The arbitrator's decision shall be final and binding and may include:

- (i) an order for costs;
- (ii) an order for enforcement;
- (iii) interest on moneys payable.

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Definitions

For the purposes of the terms and covenants contained herein the word/s:-

"construct/construction" includes the alteration or rebuilding of an existing residence.**"council"** mean the Kapiti Coast District Council.**"granny flat"** means a building (or part of) capable of being treated as an independent household unit separate from the main residence and includes a separate area integrated into the residential building for the accommodation of a close family relative or dependent.**"multi storey residence"** means a residence where any of the buildings comprised within the residence consists of more than one storey and includes but is not restricted to:

- (a) A residential building with a loft; or
- (b) A split level residential building where part of the floor of the residential building is more than one metre above ground level.

"multi storey lot" means any lot contained within the transferors subdivision**"multi unit lot"** mean lots 107, 113, 116, 118 & 120 on DP316389 and any other lots identified by the transferor as multi unit lots in the Rosetta Cove subdivision**"property"** means the lots transferred herein.**"residence"** means a detached residential building designed for and occupied exclusively as one household unit for residential purposes only and also includes an integral garage or carport and other associated ancillary buildings, erections and site works such as sheds, fences, paths, courtyards or driveways associated therewith.**"residential building"** means that part of a residence that comprises the enclosed living area of the residence (including integral garages) but excluding carports, granny flats, and all other ancillary buildings and other improvements.**"road front yard space"** mean the area of land utilised as road frontage (distinct from that as access) measured as the area between the road front boundary and the point of the proposed residence that is closest to the road front boundary, running along the entire frontage of the property parallel with the front road boundary.**"single storey residence"** or **"single storey home unit residence"** means a residence where all the buildings comprised in the residence are restricted to and consist of a single storey only.**"Transferors written consent"** means consent given by the transferor in writing and it is expressly acknowledged by the Transferee that any such consent is for the sole benefit (and at the sole discretion) of the Transferor, and the Transferor is under no obligation nor gives any warranty to exercise its discretion in granting consent to any matter in respect of any lot under the subdivision for the benefit of the Transferee or any other lot owner or party.

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SCHEDULE B

Certificates of Title:

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Qy Lx

In the Matter of: The Land Transfer Act 1952

In the Matter of: Plan to be Deposited under
No. DP 316389

Consent Of Mortgagee

ANZ BANKING GROUP (NEW ZEALAND) LIMITED the mortgagee under Mortgage 5371977.3 of the land contained in Certificate of Title 116593 (Wellington Land Registry) **HEREBY CONSENTS** to:

1. Deposit of Plan DP 316389 and to the vesting of Lots 121 and 122 depicted thereon in the **KAPITI COAST DISTRICT COUNCIL** free of Mortgage 5371977.3.
2. Registration of the documents set out in the schedule below.

Schedule

- (a) Easement Instrument creating easements in Gross in favour of the Kapiti Coast District Council.
- (b) Transfer creating electricity easement in gross in favour of Electra Limited.
- (c) Transfer creating gas easement in gross in favour of NGC New Zealand Limited.
- (d) Transfer creating telecommunication easement in gross in favour of Telecom New Zealand Limited.
- (e) Easement instrument creating the easements set out in the memorandum of easements endorsed on DP 316389.
- (f) Transfers creating fencing covenant and land covenants.

DATED this

9th

day of

February

2004

SIGNED by the Mortgagee
ANZ BANKING GROUP
(NEW ZEALAND) LIMITED
by its Attorney
in the presence of:

Michelle Vanessa Delaine
Obeyesekere
Bank Officer Auckland

) BARRY GRAEME SMITH
) MANAGER
) CORPORATE SECURITY SERVICES
)
)
)

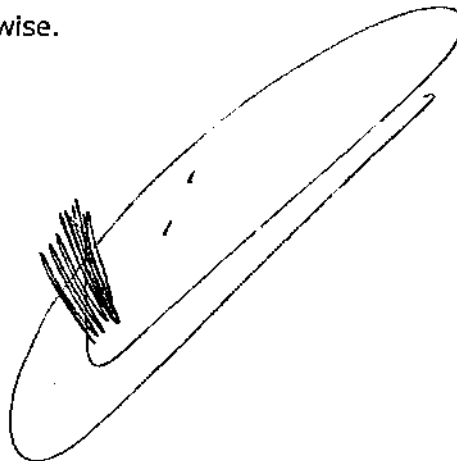
ANZ BANKING GROUP (NEW ZEALAND) LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Barry Graeme Smith of Auckland in New Zealand, Manager Corporate Security Services of ANZ Banking Group (New Zealand) Limited, hereby certify that:

1. By Deed dated 10 April 2002, I was appointed an Attorney of ANZ Banking Group (New Zealand) Limited, a Company incorporated in New Zealand and having its head office at Wellington on the terms and subject to the conditions set out in that deed (number PA5245578.16).
2. At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of ANZ Banking Group (New Zealand) Limited or otherwise.

SIGNED by the abovenamed)
Attorney at Auckland on this)
9th day of February **2004**)



A00165

Landonline User ID: HAMILTONLSHALODGING FIRM: HAMILTON LEGAL SERVICES LTDAddress: DX GP20013HAMILTONPH 0800 77 66 88Uplifting Box Number: 48

ASSOCIATED FIRM: _____

Client Code / Ref: LAN18105-568 LANSDALE DEVELOPM43658-1162Wellington

Other (state)

HEREWITH LETTER TO

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode/Data Stamp
(LINZ Use only)

Title Plan (#)

Survey Plan (#)


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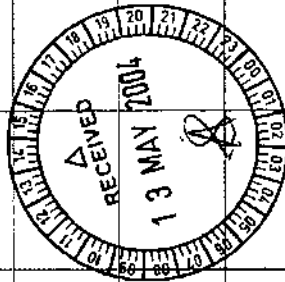
Calc Sheets (#)

Plan Number Pre-Allocated or
to be deposited

Rejected Dealing Number

Copies
(inc. original)
T 6006393:1 Transfer
CNY - 02/04/04 - 019 1406004:1476
Date 4/06/04

Priority Order	CT Ref.	Type of Instrument	Name of Parties	DOCUMENT OR SURVEY FEES	MULTI TITLE FEES	NOTICES	ADVERTISING	NEW TITLE	OTHER	RESUBMISSION PRIORITY FEE	FEES \$ GST INCLUSIVE		
1	64040-64060 INCL	 T	LANDSDALE DEVELOPMENT LTD	50.00	2 100.00 0						150.00		
2													
3													
4													
5													
6													
Land Information New Zealand Lodgement Form											Subtotal (for this page)	150.00	
Fees Receipt and Tax Invoice											Total for this dealing	150.00	
GST Registered Number 17-022-895											Less Fees paid on Dealing #		
LINZ Form P005											Debit my Account for		150.00



Version 1.6: 15-March-2004

LINZ Form P005 - PDF