

25/07/2025 12:55 54-6-8722192

GRENN GRAYDON CALV

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Approved by Registrar-General of Land under No. 2002/5032  
Annexure Schedule

Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc



Transfer

Dated

4<sup>th</sup> July 2025

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(Continue in additional Annexure Schedule, if required.)

## MEMORANDUM OF TRANSFER CREATING LAND COVENANTS

## COVENANT

## 1. DEFINITIONS AND INTERPRETATION

## 1.1 In this Transfer:

- "Land" means all the land described in Schedule 1
- "Lot" or "Lots" means each of the Lots described in Schedule 2
- "Plan" means Deposited Plan 349975 (Hawkes Bay Registry)
- "Society" means Eskridge Residents Society Incorporated
- "Transferee" means Seaford Farm (HB) Limited
- "Transferor" means Seaford Farm (HB) Limited

## Interpretation

- 1.2 (a) In this Transfer words and expressions denoting the singular shall include the plural.
- (b) The Transferor and the Transferee includes the successors and assigns of the Transferor and Transferee.

## 2. INTRODUCTION

- 2.1 The Transferor is the registered proprietor of the Land.
- 2.2 The Transferor subdivided the Land into Lots to create Eskridge
- 2.3 Eskridge has been developed for the purpose of creating a farm park of a high standard to permit the registered proprietors of the various Lots to benefit and to ensure the registered proprietors of the Lots get the benefit of the subdivision. The owner/occupier for the time being of each Lot shall be bound by the covenants set out in this Transfer as far as they affect each Lot and the Society and registered proprietor for the time being of any Lot may be able to enforce the observance of the covenants.

## 3. TRANSFER

- 3.1 In consideration of the sum of \$1.00 paid to the Transferor by the Transferee (the receipt of which sum is acknowledged by the Transferor), the Transferor transfers to itself as Transferee all of 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 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 of the covenants set out in this Transfer to the end that each of the covenants shall forever endure for the benefit of the Lots.

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.

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The transferee shall:

- (a) not further subdivide.
- (b) not permit the placement or erection on the lot any building other than a one single storey residential dwelling together with not more than two single storey accessory buildings although the Transferor may permit a two storey residential dwelling or more than one residential dwelling to be erected on the lots created in later stages of the development.
- (c) submit to the Transferor for its written approval:
  - (i) concept drawings including floor plans, elevations and the proposed location of the dwellinghouse for the purpose of obtaining the Transferor's initial approval, and
  - (ii) on obtaining the initial approval a full set of plans and specifications of the dwellinghouse and any proposed future buildings demonstrating bulk and location requirements and showing the position and dimensions of courtyards, driveways, waste management system, swimming pool, tennis court, paths, fences, clothes line, water tank(s), solar heating, vehicle turning circles and parking bays.

All such plans and specifications are to be submitted to the Transferor as one complete set. Provided that where the plans are submitted by the Transferee pursuant to clause (c) (i) and (c) (ii) the Transferor shall not arbitrarily or unreasonably withhold its approval.
- (d) not enter into any agreement or obtain any permits for or commence the construction and erection of the dwellinghouse on the property without first obtaining the Transferor's approval to the plans and specifications pursuant to the provisions of this clause.
- (e) not erect on the Lot a dwellinghouse with a floor area less than 200 square metres.
- (f) after commencing the construction and erection of any dwellinghouse on the property continue with its construction and erection through to completion, with all due reasonable speed and despatch and strictly in accordance with the said plans and specifications and the Transferee shall not permit any deviation from the said plans and specifications without the written consent of the Transferor provided in any event the Transferee shall complete the construction and erection of the said dwellinghouse within fifteen (15) months ("the construction period") from the date of commencement of construction.

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- (p) ensure that the property has been properly landscaped before the expiry of fifteen (15) months where the transferee does not intend to or has not commenced the construction and erection of any dwellinghouse within fifteen (15) months from the settlement date.
- (h) not occupy nor permit to be occupied any dwellinghouse on the property until:
- All exterior claddings to the dwellinghouse are completed and are fully decorated; and
  - All driveways, paths and gates are constructed and landscaping completed in accordance with the standards required by the Transferor.
- (i) not carry out any construction or reconstruction of or alterations, additions to any dwellinghouse without first obtaining the written consent of the Transferor.
- (j) not place or erect nor permit to be placed or erected on the property any temporary, secondhand or recycled structure other than builder's sheds or other ancillary buildings required during the course of the erection of any dwellinghouse and will remove such structures within one (1) month of the completion of the erection of the dwellinghouse.
- (k) not place or erect nor permit to be placed or erected on the property any relocated or transportable buildings.
- (l) keep the property in a neat and tidy condition and shall not cause or allow to be caused a nuisance or disturbance to any other owner and will not utilise any ancillary buildings, mobile caravan or heavy trade vehicles as a means of providing supplementary accommodation by parking or storing the same within the property and shall not store, park or keep motor vehicles, motor bikes, machinery or suchlike apparatus within the property other than in the areas designated on the approved plans and specifications for garaging, driveway or parking bay uses.
- (m) not permit or engage in shooting on the property.
- (n) not install or erect any flag poles nor install or erect any satellite dishes other than usual Sky satellite dishes or telecommunications apparatus on the property or on the exterior of the house or accessory buildings unless they are in keeping with the character of the house and installed in such places so as to minimise their visibility from any road or any other lot.
- (o) ensure that the installation of any exterior lighting is erected to cause minimal interference and nuisance to the owners of the other lots.

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- (p) not place on any part of the property or dwellinghouse or accessory buildings any signs, notices, name boards without the prior written approval of the Transferor.
- (q) ensure fencing and vegetation shall not exceed 1.5 metres in height unless the erected fence or vegetation does not face the road in which case for the purpose of protecting the Transferee's privacy the fence or vegetation may exceed the stated height *provided* always the fence and/or vegetation does not block the view of the registered proprietor of any other lot.
- (r) shall not permit animals to be kept on the property other than the usual domestic animals including but not limited to domestic cats, dogs, cage birds and small caged animals unless the Transferor's written consent is first obtained.
- (s) ensure that the animals kept on the lot shall at all times be under the strict control and supervision of the Transferee.
- (t) ensure that animals or birds kept on the lot shall not create noise or smell offensive to the owners of the other lots.

**Consequences of default**

In the event of any breach of the covenants contained herein and without prejudice to any other liability which the owner of any other lot may have against the Transferee the Transferee, where there is a breach of non-observance, shall on demand by the Transferor pay to the Transferor the sum of \$250.00 for each day that the breach or non-observance persists. This sum together with all costs incurred in enforcing the covenants will constitute a debt to the vendor and shall be recoverable as liquidated damages. The Transferee shall otherwise take all steps necessary to remedy the breach or non-observance of the covenants herein.

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