

B52 980 5.9 T

Transfer

Land Transfer Act 1952

This page does not form part of the Transfer



TRANSFER

Land Transfer Act 1952

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

Wellington

Certificate of Title No. All or Part? Area and legal description - *Insert only when part or Stratum, CT*

48D	248	All
48D	253	All
48D	254	All

(Continued on Page 2 Annexure Schedule)

Transferor Surnames must be underlined

Kotuku Parks Limited at Wellington

Transferee Surnames must be underlined

Kotuku Parks Limited at Wellington

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 Land Covenants
(Continued on Pages 2-3 Annexure Schedules)

Consideration

\$1.00

Operative Clause

The TRANSFEROR for the above consideration (receipt of which is acknowledged) TRANSFERS to the TRANSFEE the estate or 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

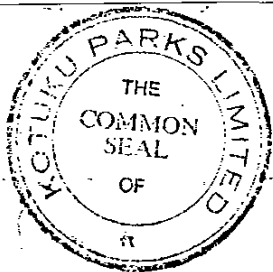
2nd

day of

July

1996

Attestation



Signed in my presence by the Transferor

Signature of Witness

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

Witness name

Alan Alexander Fraser

Occupation

Company Director

Address

Wellington

Signature of Witness

Witness name

Warren George Honeyfield

Occupation

Company Director

Address

Wellington

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply.

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

(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

Annexure Schedule

Insert below:—

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

Transfer

dated

2 July 1996

page

2

of

3

pages.

Continuation of "Certificate of Title No"

Certificate of Title No All or Part

48D	255	All
48D	256	All
48D	259	All
48D	260	All
48D	261	All
48D	262	All
48D	263	All
48D	264	All
48D	265	All
48D	266	All

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

WHEREAS

It is the Transferor's intention to create certain land covenants between the various lots comprising the Transferor's land to the intent that each of the lots shall have both the burden and the benefit of the land covenants hereby created;

NOW THEREFORE

the Transferor hereby transfers the land and covenants with itself to the intent that all the individual lots shall be forever subject to and bound by the stipulations and restrictions set out in Schedule A which shall be land covenants which run with the land and forever bind each individual lot and be forever appurtenant to all the other lots.

Schedule A

Restrictive Covenants

1. No building shall be erected on the land other than a single family dwelling.
2. No second-hand dwelling, relocatable or pre-built home, or any caravan, hut or shed shall be used as a dwelling or temporary dwelling.
3. No dwelling, fence or outbuilding shall be erected or placed or permitted to be erected or placed on the land without the prior approval of the Transferor to the plans and specifications (which approval shall not be unreasonably or arbitrarily withheld or delayed). If it is intended that a garage or carport (whether permanently attached to the dwelling or separate from the dwelling) is to be built, the garage or carport shall be embodied in the plans and shall be designed to conform aesthetically with the dwelling.
4. No garage or carport shall be constructed on the land in materials of a lesser quality than those utilised for the dwelling, and no garage or carport on the land shall be erected closer to the street frontage than the front building line of the dwelling erected on the land.
5. No driveway or vehicular access is to be constructed of materials other than permanent surfacing and construction of the driveway or vehicular access shall not be delayed beyond 12 months after completion of the construction of the dwelling.
6. No second-hand building materials of any kind shall be used or permitted to be used in any buildings erected on the land.

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:

Annexure Schedule

Transfer

dated

2 July 1996

page

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of

3

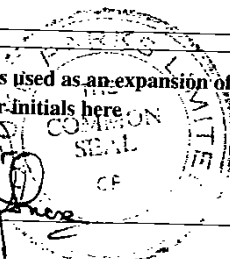
pages

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

Schedule A (Continued)

7. No fence or exterior cladding on any building constructed on the land shall be of oil tempered hardboard, corrugated iron products or fibrous cement products.
8. No fence erected on the land shall be constructed of corrugated iron or post and wire nor exceed 1.83 metres in height above the natural ground level.
9. No caravans, motor vehicle bodies, trade vehicles or equipment, trucks, tractors, earthmoving machinery, rubbish or debris of any kind shall be parked, stored, or left on or adjacent to the land except when building operations are in progress or unless such items are adequately garaged or screened to prevent offence to neighbours and preserve the amenities of the subdivision.
10. No water storage tank shall be installed on the land unless it is fully enclosed either in or under a structure approved by the Transferor (which approval shall not to be unreasonably or arbitrarily withheld or delayed).
11. No glasshouse exceeding 20 square metres in area shall be erected or permitted on the land.
12. No occupancy of the land shall be allowed unless the buildings on the land have been substantially completed and the buildings meet the requirements of the local authority.
13. No occupancy of the land shall be allowed unless the buildings on the land have been substantially completed and the buildings meet the requirements of the local authority.
14. No clothes line shall be constructed on the land except such as may be aesthetically sensitive in terms of design and location, and sited in such a way as not to be highly visible from the street.
15. No letter box shall be constructed on the land except such as may be aesthetically sensitive in terms of design and location, and sited next to but not in any road reserve.
16. No signs or advertising billboards shall be erected on or around the land without first obtaining the written approval of the Transferor.
17. The Council-owned road frontage of the land shall not be allowed to become overgrown or neglected.

If this Annexure Schedule is used as an expansion of the instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here


[Signature]

[Signature]

13.25 19.JUL.96 B 529805,9

PARTICULARS ENTERED
LAND REGISTRY WELLINGTON

ASST LGD REGISTRAR

CS 48D/248,

48D/253,

48D/254,

48D/255, 48D/256,

48D/259, 48D/260,

48D/261, 48D/262,

48D/263, 48D/264,

48D/265, 48D/266

Wellington, N.Z.

13.25

ice use only