

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

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

**T 5749957.5 Transfer**

Cpy - 01/01, Pgs - 006, 01/10/03, 15:04



DocID: 510718226



Land registration district

**SOUTH AUCKLAND**

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

All/part

Area/description of part or stratum

71539 to 71550  
inclusive

All

Transferor

Surname(s) must be underlined or in CAPITALS.

**Chedworth Court Limited**

Transferee

Surname(s) must be underlined or in CAPITALS.

**Chedworth Court 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 and the transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor and subject to land covenants continued on**

Operative clause

annexure schedule pages 1 - 4

**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 29<sup>th</sup> day of September 2003

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

 Director	<b>Signed in my presence by the Transferor /Transferee</b>
	Signature of witness
 Director	Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>
Signature [common 'seal'] of Transferor /Transferee	<b>Occupation</b>
	<b>Address</b>

**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

Transfer

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(Continue in additional Annexure Schedule, if required.)

**CONTINUATION OF ESTATE, INTEREST OR EASEMENT TO BE CREATED**

The Transferor and the Transferee are desirous of creating land covenants so that each of the lots in the First Schedule shall have the burden and the land in the Second Schedule the benefit of the stipulations and restrictions set out in the Third Schedule ("building covenants")

AND AS INCIDENTAL to the transfer of the fee simple so as to provide such mutual covenants and in order to bind those lots subject to the covenants for those lots taking the benefit of the same, the Transferee **HEREBY COVENANTS AND AGREE** with the Transferor that each of the lots in the First Schedule ("the servient lots") shall bear the burden of the stipulations and restrictions set out in the Third Schedule and that each of the other lots in the Second Schedule ("the dominant lots") shall share the benefit of the said stipulations and restrictions TO THE END AND INTENT that the servient lots shall be bound in perpetuity by the respective stipulations and restrictions set out in the Third Schedule and that any of the owners or occupiers for the time being of the other dominant lots may enforce the observance of such stipulations and restrictions against any of the owners or occupiers for the time being of the servient lots; and

PROVIDED ALWAYS that the owners or occupiers of the servient lots as the case may be, shall as regards such applicable stipulations and restrictions be personally liable only in respect of breaches thereof which shall occur while they are registered as proprietors of the said lots in respect of which such breach shall occur (or is alleged to occur).

**FIRST SCHEDULE**

Lots 37 to 44 inclusive on DP. 318325 and Lots 46 to 48 inclusive on DP. 318325 being the land comprised in certificates of title 71539 to 71546 inclusive and certificates of title 71548 to 71550 inclusive.

**SECOND SCHEDULE**

Lots 37 to 48 inclusive on DP. 318325 being the land comprised in certificates of title 71539 to 71550 inclusive.

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.

**Annexure Schedule**



Insert type of instrument

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**CONTINUATION OF ESTATE, INTEREST OR EASEMENT TO BE CREATED**

**THIRD SCHEDULE**

The Transferee together with their executors, administrators and assigns agrees:

1. To keep the land in a neat and tidy condition and in particular shall not permit excessive growth of grass so that it becomes long and unsightly. If the Transferee fails to comply with the provisions of this clause the Transferor may at the option of the Transferor enter upon the property for the purpose of remedying such breach and all costs of so doing are recoverable from the Transferee.
2. Not erect any non-residential or temporary home, shed or other structure on the land unless the same has previously been approved in writing by the Transferor. If the Transferee fails to comply with the provisions of this clause the Transferor may at the option of the Transferor enter upon the property for the purpose of remedying such breach and all costs of so doing are recoverable from the Transferee.
3. No home will be erected on the land other than a residential home and accessory buildings, or if a relocatable home it shall be a show home which has not been previously lived in.
4. No home will be erected on the land which has a floor area less than 120 square metres (excluding garage, carports and decking).
5. Any home will be completed within twelve months of laying down the foundations for such home and no home once under construction shall be left without substantial work being carried out for a period exceeding three months.
6. At least 75 per cent of the exterior will be faced with kiln fired or concrete brick, stone, timber, textured stucco or pre-finished metal or vinyl weatherboard or with cladding approved by the Transferor before construction commences. A suitable textured covering will be applied to any smooth cladding including concrete block and poured concrete
7. Any roof or metal cladding will have been painted in manufacture.
8. Not to display more than one advertisement, sign or hoarding of a commercial nature on any part of the land or home, such advertisement, sign or hoarding shall be approved in writing by the Transferor before construction commences.
9. Any damage to subdivisional services including foot-paths and kerbings arising from whatever cause before during or immediately after any construction work on the Land will be reinstated or repaired by the Transferee.

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*[Signature]* R.O. S.

**Annexure Schedule**



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**CONTINUATION OF ESTATE, INTEREST OR EASEMENT TO BE CREATED**

10. No fence will be erected on the Land or its boundaries in excess of 1.83 metres in height above the finished ground level of the Land.
11. The Land will not be subdivided or cross-leased or converted into unit titles by stratum estates.
12. Acknowledging that the value of the area of the subdivision will be affected by the standard of buildings erected on any land and by failure to comply with the covenants contained in the preceding clauses and subclauses the Transferee covenants for the Transferee personally and the Transferee's executors administrators and assigns that should the Transferee fail to comply with, observe, perform, or complete any of the special conditions and/or covenants and restrictions contained in numbers 1 to 11 hereof then without prejudice to any other liability the Transferee may have to any registered proprietor including the Transferor of any land in the Transferor's subdivisional plan the Transferee will:

- (i) Pay to the Transferor as liquidated damages the sum of **FIFTY THOUSAND DOLLARS (\$50,000.00)** or a sum equal to 25 per centum of the cost of the erection of the dwellinghouse whichever sum is the larger immediately upon receipt of a written demand for payment from the Transferor or the Transferor's solicitors and;
- (ii) Shall permanently remove or cause to be permanently removed from the property any improvement or structure so erected or repaired or other cause of any breach or non-observance of the foregoing covenants.

**PROVIDED** and it is further agreed and acknowledged that:

- (iii) The Transferee or any registered proprietor for the time being of any land shall only have any liability hereunder in respect of any breaches which have occurred while the Transferee or the registered proprietor is the registered proprietor of the land to which any breach of covenant applies.
- (iv) If there is a default or defaults under clauses 8 to 10 inclusive hereof and if:
  - (a) such default is remedied within one month of notice in writing requiring the removal of such cause of default; and
  - (b) the defaulting party pays all reasonable legal costs and other expenses incurred by the party enforcing the said covenants

then the penal sum prescribed by clause 12.(ii) hereof shall be waived **PROVIDED THAT** this waiver shall not apply in respect of any subsequent default of a similar nature.

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- (v) The rights and obligations of **CHEDWORTH COURT LIMITED** to enforce the terms of the rights and benefits conferred by the foregoing covenants and by this clause shall terminate three (3) calendar months from the date on which it ceases to be a registered proprietor of any land in its subdivisional plan and from that date the right to enforce the rights and benefits so conferred shall in accordance with normal legal principles vest in the owners of any lands in the said subdivision which obtain benefits from the said covenants provided the owners shall not be able to exercise the rights and benefits conferred in so far as they relate to the exercise by the Transferor of its discretion under clause 6 above.

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.