

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

Transfer instrument
Section 90, Land Transfer Act 1952

T 6205147.10 Transfer

Cpy - 01/01, Pgs - 009, 04/11/04, 11:51



DocID: 511042290

Land registration district

SOUTH AUCKLAND

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

All/part

Area/description of part or stratum

65D/538
65D/539

All
All

(continued on annexure schedule)

Transferor

Surname(s) must be underlined or in CAPITALS.

Peter John FAIRCLOUGH (1/3 share), Yvonne Mary FAIRCLOUGH (1/3 share), Geoffrey John Stephen EARL, Anne EARL, Peter John FAIRCLOUGH (continued on annexure schedule)

Transferee

Surname(s) must be underlined or in CAPITALS.

Yvonne Mary FAIRCLOUGH

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created
State if fencing covenant imposed.

R Fee Simple and land covenant

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 29th day of October 2004

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

<p><i>Y. M. Fairclough</i></p> <p>Yvonne Mary Fairclough</p> <p>Signature [common seal] of Transferor and Transferee</p>	<p>Signed in my presence by the Transferor and Transferee</p> <p><i>[Signature]</i></p> <hr/> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation LYNDEN ANN EARL SOLICITOR HAMILTON</p> <p>Address (continued on annexure schedule)</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

Transfer

Dated []

Page 1 of 2 Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Unique Identifier(s) or CT No(s)"

65D/543	All
65D/548	All
65D/524	All
65D/550	All
65D/532	All
65D/552	All

Continuation of "Transferor"

and Yvonne Mary FAIRCLOUGH

Continuation of "Attestation"

Signed by Peter John Fairclough as
Transferor in the presence of:

Peter John Fairclough

Signature of witness

D. F. HOWDEN

Name of witness

Solicitor
MATAMATA

Occupation

Address

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

Transfer

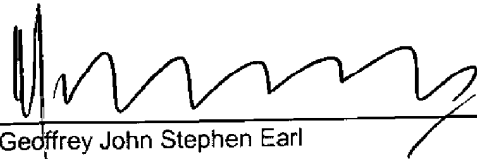
Dated

Page 2 of 2 Pages

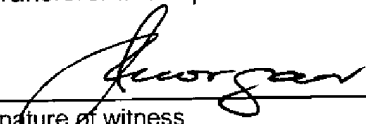
(Continue in additional Annexure Schedule, if required.)

Continuation of "Attestation"

Signed by **Geoffrey John Stephen Earl**
as Transferor in the presence of:



Geoffrey John Stephen Earl



Signature of witness

Name of witness **JANETTE MORGAN**
LEGAL EXECUTIVE

Occupation **MATAMATA**

Address

Signed by **Anne Earl** as Transferor in the presence of:



Anne Earl



Signature of witness

Name of witness **JANETTE MORGAN**
LEGAL EXECUTIVE

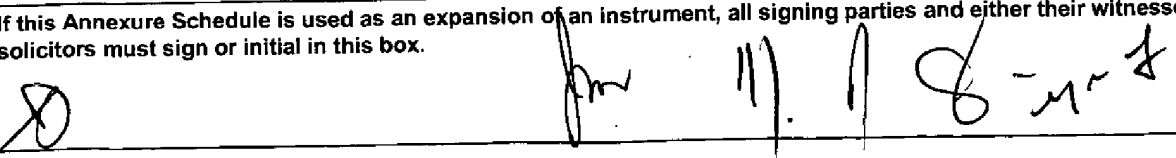
Occupation **MATAMATA**

Address

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

The Transferor when registered proprietor of the land formerly contained in Certificates of Title 57B/948 and 57B/949 subdivided the land into rural residential lots in the manner shown and defined on Deposited Plan S.77960, S.82942 and S.82943 **AND WHEREAS** it is the Transferor's intention to create for the benefit of the land in the Certificates of Title set out in Schedule A (the "Dominant Lots") the land covenant set out in Schedule B over the land in Certificates of Title 65D/538, 65D/539, 65D/543, 65D/548, 65D/524, 65D/550, 65D/532 and 65D/552 (the "Servient Lots") **TO THE INTENT** that each of the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient 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.





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

Transfer Dated Page of pages

(Continue in additional Annexure Schedule, if required.)

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

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lot and for the benefit of each of the respective Dominant Lots the Transferee ~~DOES~~ ^{DOES} ~~HEREBY COVENANT AND AGREE~~ ^{each of} in the manner set out in Schedule B so that the covenants run with the Servient Lot for the benefit of each of the respective Dominant Lots as described in Schedule A.

AND IF the Transferee should breach any of the covenants set out in Schedule B and without prejudice to any other liability which the Transferee may have to any person or persons having the benefit of the said covenants the Transferee will pay Springhead Limited as liquidated damages the sum of \$50,000.00 upon written demand being made by Springhead Limited **PROVIDED THAT** in any instance of breach of any of the said covenants the remedy of such breach within one month of notice in writing from Springhead Limited requiring the removal of the cause of the breach and the payment by the Transferee of all reasonable legal costs and other expenses incurred by Springhead Limited shall avoid the payment of the \$50,000.00 penal sum **AND PROVIDED FURTHER** that this waiver shall not apply in respect of any subsequent breach of a similar nature.

SCHEDULE A
 Certificates of Title No.

61D/984	61D/985	61D/986	61D/987	61D/988
61D/989	61D/990	61D/991	61D/992	61D/993
61D/994	61D/995	61D/996	65D/545	65D/519
65D/520	65D/521	65D/523	65D/524	65D/525
65D/526	65D/527	65D/528	65D/529	65D/530
65D/531	65D/532	65D/533	65D/534	65D/535
65D/536	65D/537	65D/538	65D/539	65D/540
65D/541	65D/542	65D/543	65D/544	65D/546
65D/547	65D/548	65D/549	65D/550	65D/551
65D/552	65D/553	65D/554	65D/555	65D/556

delete Section 500a

SCHEDULE B

- (i) Not to transfer, assign or otherwise dispose of the Transferee's interest in the land without having first obtained execution by the purchaser of a deed of covenant in customary form approved or prepared by Springhead Limited whereby the purchaser agrees to be bound by the provisions of the Management Agreement.

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 signatures and initials]

Annexure Schedule



Insert below

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

Transfer

Dated

Page

of

Pages

- (ii) Not to transfer, assign or otherwise dispose of the Transferee's interest in the land without first having procured the purchaser to also purchase one (1) standard share in the capital of Springhead Limited.
 - (iii) Not to erect any Dwelling House unless the plans and specifications for the same have first been approved by Springhead Limited prior to commencement of construction and Springhead Limited shall have sole and absolute discretion as to the approval of plans submitted to it pursuant to this clause.
 - (iv) Not to erect any building other than one Dwelling House and Accessory Buildings which Dwelling House shall have a floor area of not less than 120 square metres (excluding garaging, carports, decking, roof overhang and Accessory Buildings) and shall have not less than two valleys in the roofline and having not less than 90% of the exterior cladding consisting of any of the following materials:
 - (a) Kiln-fired or concrete brick;
 - (b) Stucco textured finish;
 - (c) Stone
 - (d) Timber
 - (e) Pre-finished metal weatherboard bonded to solid timber boards
- PROVIDED HOWEVER** that Springhead Limited may authorise exterior cladding of cement stabilised rammed earth/mud brick on application prior to construction **AND PROVIDED FURTHER** that Springhead Limited may waive the requirement for two valleys in the roofline in its sole discretion in exceptional circumstances.
- (v) Not to construct any Accessory Building in materials other than those set out in the preceding sub-clause (iv) and to complete construction of any Accessory Building in an integrated architectural design with the Dwelling House
 - (vi) Not to use any metal clad roof that has not been pre-painted during manufacture.
 - (vii) Not to allow any building to remain uncompleted twelve (12) months from the laying down of the foundations for such building.
 - (viii) Once construction has been substantially completed not to bring onto or allow to remain on the land any temporary building, caravan, trade vehicle or other equipment or materials unless garaged or screened so as to preserve the amenities of the neighbourhood.
 - (ix) Not to erect any Dwelling House without due allowance being made for adequate soakage of all excess storm and surface water from the land.
 - (x) Not to allow any driveway to be laid of a design and/or material which may allow the discharge of sediment from 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



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

Page

of

Pages

- (xi) Not to take up residence on the land unless the Dwelling House on the same has been substantially completed in accordance with the covenants herein and the requirements of the Local Authority having jurisdiction.
- (xii) Not to erect any Dwelling House except within the Designated Building Site on the land and if the Dwelling House exceeds 30 metres in length then it must be centred on the Pole.
- (xiii) Not to erect any Accessory Building of a height greater than two metres above the natural ground level of the proposed building site outside the Designated Building Site on the land unless such Accessory Building is erected in accordance with plans and specifications first approved in writing by Springhead Limited to the intent that no Accessory Building shall interfere with or restrict the views of Lake Rotokauri and the surrounding hills from any Designated Building Site on any Dominant Lot.
- (xiv) Not to erect on Lot 47 of the Transferor's subdivision a Dwelling House with a maximum height greater than five (5) metres above Natural Ground Level.
- (xv) Not to permit or suffer any rubbish to accumulate or be placed on the land nor permit any excessive growth of grass so that the same becomes long, unsightly or a fire hazard.
- (xvi) Not to allow the growth of Kikuyu grass on the land and to eradicate the same wherever found on the land comprised in the Transferor's subdivision and associated road verges.
- (xvii) Not to undertake, permit or suffer any major addition, alteration, renovation or decorative repair of any nature to the Dwelling House or Accessory Buildings without the prior written consent of Springhead Limited such consent not to be unreasonably withheld.
- (xviii) Not to use or permit the land to be used for any purpose other than residential or residential/office and in particular not to permit the land to be used for the following activities:
 - (a) commercial horticulture including mono species plantations/forestry;
 - (b) the keeping of poultry **PROVIDED THAT** the keeping of not more than six (6) domestic hens or ducks shall not be a breach of this requirement;
 - (c) motorcycle recreation or other noisome activity **PROVIDED THAT** the use of a motorcycle for normal farming use shall not be a breach of this covenant;
 - (d) shooting, gun or rifle sports or other noisome recreation activities involving firearms;
 - (e) noisy or odoriferous manufacturing or processing activities;
 - (f) the keeping or pasturing of pigs, goats, deer, ostriches, emu, ferrets or fitches.
- (xix) Not to erect any fence of a corrugated iron type nor install any mains electric fence units on the land.
- (xx) Not to erect any fence or hedge exceeding 1.3 metres in height above Natural Ground Level on the boundaries of the land **PROVIDED THAT** if the southern boundary of the land is within 15 metres of the

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



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

Page of Pages

Dwelling House a fence or hedge not exceeding 1.8 metres will be permitted on the southern boundary but only to extend to such of its length as is within 15 metres of the Dwelling House.

- (xxi) Not to erect any fence or hedge exceeding 1.3 metres in height above Natural Ground Level within the boundaries of the land **PROVIDED THAT** a fence or hedge of up to 1.8 metres will be permitted if sited within 15 metres of the Dwelling House.
- (xxii) Not to plant or erect any shelter belts of any description on the land.
- (xxiii) Not to erect any shelter cloth or other shelter material of any height on the land without the prior written consent of Springhead Limited which consent shall not be unreasonably withheld and shall apply for a period of three (3) years from the date it was given.
- (xxiv) Nothing in sub-clause (xx), (xxi) or (xxii) above shall prevent the erection of tennis court surround netting or swimming pool tubular or bar steel fencing panels on the land.
- (xxv) Not to permit or suffer more than one advertisement, sign or hoarding of a commercial nature to be erected on any part of the land no larger than 800 millimetres by 400 millimetres in dimension.
- (xxvi) Not to install any water tanks on the land which are exposed above Natural Ground Level by more than 400 millimetres and painted in dark earthy shades of colour excepting that a single tank of up to 2000 litres capacity may be installed above Natural Ground Level if installed adjacent to the Dwelling House and screened so as to preserve the amenities of the neighbourhood.
- (xxvii) Not to install any domestic sewage treatment and disposal system on the land other than a system which complies with the following criteria:
 - (a) The volume of effluent to be discharged must not exceed 3 cubic metres per day averaged over any one month period.
 - (b) The discharge must not cause or constitute a nuisance.
 - (c) The design and construction of the system must allow for:
 - (i) A minimum 4500 litre filtered single stage septic tank producing an effluent quality exiting the septic tank with average total suspended solids of less than 30ppm.
 - (ii) Pre-treatment of effluent to a standard unlikely to cause clogging of the disposal systems or soils.
 - (iii) Isolation of the disposal field from direct contact with groundwater.
 - (iv) No degradation of groundwater quality such that, as a result of the discharge, or in combination with other discharges existing and reasonably foreseeable uses will be compromised.

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



Insert below

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

Transfer

Dated

Page

of

Pages

- (v) No degradation of surface water quality as a result of the discharge, or in combination with other discharges.
- (vi) No direct discharge of effluent into ground water or surface water.
- (vii) The disposal drain to be as close as practically possible to the soil surface and located in the organic soil horizons.
- (d) The system must be managed and maintained in accordance with good practice and in accordance with any requirements or recommendations specified in any relevant code or guidelines relating to the particular system.
- (e) The maintenance and inspection procedure requires that the design and construction of the system must also allow for:
 - (i) All septic tank access holes will require riser pipes c/w lids/screw caps to bring them to the surface.
 - (ii) A 100mm inspection pipe with a riser pipe and screw cap at the surface is to be installed on each effluent soakage line, cut into the slotted pipe at approximately 70% of its length.
 - (iii) An accurate plan identifying the position of the requirements of (i) and (ii) above is to be available to the maintenance contractor with a copy held by Springhead Limited.

(xxviii) Not to divide the land into further separate lots or titles whether by subdivision, cross-lease, unit title or howsoever else.

(xxix) Not to remove, destroy, prune, trim or otherwise interfere with any tree or other vegetation deliberately retained or planted by the Transferor in accordance with the requirements of the resource consent obtained from the Waikato District Council without the prior written consent of Springhead Limited which consent shall be considered strictly in accordance with the criteria of the Landscape Management Plan attached to the Management Agreement **AND FURTHER** to protect such vegetation from grazing livestock by the erection of timber protective barriers where necessary.

DEFINITIONS

"Accessory Building(s)" means a garage/workshop appurtenant to the Dwelling House and other buildings normally associated with a residential home including garden and implement sheds.

"Designated Building Site" means the area within a 15 metre radius of the Pole.

"Dwelling House" means a new residential home or a show home which has not previously been lived in and may include one attached self-contained unit.

"Management Agreement" means the agreement made between the Transferor and Springhead Limited dated the 26th day of November 1997 for the management of the land comprised in the Transferor's subdivision and includes the Stormwater Management Plan and Landscape Management Plan.

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.

Approved by Registrar-General of Land under No. 1995/5003EF

Annexure Schedule



Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated _____

Page _____ of _____ Pages

"Natural Ground Level" means the ground level at the base of the Pole.

"Pole" means the pole sited on the land by the Transferor for the purpose of defining the Designated Building Site and setting the Natural Ground Level.

Mr. J. J. J.

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.

[Handwritten signatures and initials]