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Transfer instrument

Section 90, Land Transfer Act 1952

T 7462122.5 Transfer

Cpy - 01/01, Pgs - 007, 13/07/07, 11:03



Land registration district

SOUTH AUCKLAND

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

All/part

Area/description of part or stratum

325297
325298

ALL

continued on page 2

Transferor

Surname(s) must be underlined or in CAPITALS.

Johannes Romanus Matheus VAN BEEK and Petra Cornelia VAN BEEK

Transferee

Surname(s) must be underlined or in CAPITALS.

Johannes Romanus Matheus VAN BEEK and Petra Cornelia VAN BEEK

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created

State if fencing covenant imposed.

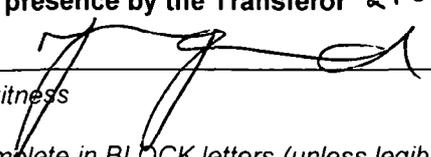
fee simple subject to Land covenant and fencing covenant (CONTINUED ON ANNEXURE)

Operative clause

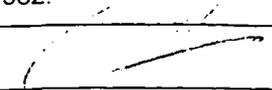
The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this 10 day of July 2007

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

 Michael Godfrey Bruce Curtis as Attorney for Petra Cornelia Van BEEK 	<p>Signed in my presence by the Transferor ^{or TRANSFEEE}</p>  <hr/> Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name TAMARA ORMAND Tamara Ormand Occupation SOLICITOR Solicitor Address CLARK & GAY, SEDDON ST, WAIHI Waihi
Signature [common seal] of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Transferee

510
325297
325298

Annexure Schedule



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

Transfer

Dated 10 July 2007

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(Continue in additional Annexure Schedule, if required.)

Continuation of Estate and Interest

Unique Identifier

325299
325300
325301

"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.

Annexure Schedule



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

Transfer

Dated 10 July 2007

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(Continue in additional Annexure Schedule, if required.)

CONTINUATION OF ESTATE OR INTEREST TO BE CREATED

BACKGROUND

A. The Transferor is the registered proprietor of the Servient Lots. It is the transferor's intention to create for the benefit of the land comprised in all the Certificates of Title set out in Schedule A ("Dominant Lots") the land covenants set out in Schedule B over the Servient Lots TO THE INTENT that the Servient Lots shall be bound in perpetuity 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 observation of such restrictions against the owners for the time being of the Servient Lots.

TRANSFER AND COVENANT

1. As incidental to the Transfer of the fee simple so as to bind each of the Servient Lots and for the benefit of the other Dominant Lots. The Transferee HEREBY COVENANTS AND AGREES in the manner set out in Schedule B so that the covenants run in perpetuity with the Servient Lots for the benefit of the Dominant Lots provided however that each Dominant Lot which is also a Subject lot shall not have the benefit of any covenant over itself.
2. The parties HEREBY COVENANT AND AGREE that the Transferor shall not be called upon to erect or repair or contribute towards the erection or repair of any dividing or boundary fence between any of the Servient Lots and any adjoining land owned by the Transferor BUT THIS COVENANT AND AGREEMENT shall not ensure to the benefit of any Transferee of that adjoining land.
3. The Transferor and the Transferee hereby request that the land covenants be noted in the register.

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Annexure Schedule



Insert type of instrument
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(Continue in additional Annexure Schedule, if required.)

SCHEDULE A – DOMINANT LOTS

- Lot 1 Deposited Plan 381182 – 325297
- Lot 2 Deposited Plan 381182 – 325298
- Lot 3 Deposited Plan 381182 – 325299
- Lot 4 Deposited Plan 381182 – 325300
- Lot 5 Deposited Plan 381182 - 325301

SCHEDULE B

It is hereby agreed and declared that the Transferee will:

- a) Not to erect or suffer to be erected on the property any building other than a private single storey dwelling house or single storey garage/workshop
- b) Not to permit or suffer the erection of any temporary building or structure upon the land except such as may be used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of the work.
- c) Not to permit any building or associated works in the course of construction to be left without substantial work being carried out for a period exceeding three months or to remain uncompleted at the expiry of a period of eighteen months from the commencement of the work.
- d) Not to permit suffer the use of the land other than for private residential purposes.

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Annexure Schedule



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

Transfer

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(Continue in additional Annexure Schedule, if required.)

- e) Not to permit or suffer the land to be occupied or used for residential purposes unless a dwelling house or dwelling unit has been substantially completed in accordance with the terms of this covenant and to the requirements of the appropriate local authority.
- f) Not to permit or suffer any rubbish to accumulate or be placed upon the land and not to permit any excessive growth of grass or vegetation so that the same becomes long and unsightly.
- g) Not to permit or suffer the storage or accumulation on the property of any building materials other than in the course of the construction of a dwelling or any building accessory thereto in compliance with the provisions of the covenant.
- h) Not allow to be transported on to the property any existing or rebuilt house unless such house has first been approved in writing by the Vendor/Transferor or its appointee. Generally, any such house shall be near new and constructed of materials which comply with the provisions of this covenant.
- i) Not to use any pre-used materials in the construction of any buildings or fencing on the property.
- j) Not to use roofing materials on any building whatsoever erected on the property other than non-reflective materials which will not cause glare offensive to adjoining owners. Galvanised, zinc or similar coated steel or aluminium roofing which has not been pre-coated with a stone chip or "colour steel" type finish shall not be used.
- k) Not to erect or suffer to be erected on the property any building not having a minimum of 50% of the cladded exterior wall areas clad in one of the following materials:

Kiln fired bricks
Concrete bricks, blocks or splitstone
Natural Stone
Paint finished plaster stucco
Textured coated Harditex or Hardiflex
Aluminium sheathed timber boarding
Timber weatherboarding or vertical boarding
Any materials approved by the vendor

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Annexure Schedule



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(Continue in additional Annexure Schedule, if required.)

- l) Not to allow any buildings or fences erected on the property to be clad in corrugated iron (other than on roofs) or unpainted materials, provide that the following materials shall be exempted for these preclusions:

Shingles
Bricks
Splitstone
Vinyl products
Natural stone
Coloursteel products
Imported timber wall cladding

All materials required to be painted shall, if not refinished, be painted within three months of attachment to the building.

- m) Not to bring or allow to remain on the property any temporary dwelling, caravan, boat, trade vehicle or other equipment, material or machinery which is the Vendor's/Transferor's opinion in unsightly unless garaged or screened or which generates noise likely to cause offence to residents of the area.
- n) Not to construct or form any driveway or vehicle accessway on the property other than to a minimum standard of metalled with road metal and all driveways and vehicle accessways shall be kept in a neat and tidy condition.
- o) Not to erect or cause or allow to be erected on the property any building exceeding 8 metres in height.
- p) Not to erect or install any water tank or other water storage vessel which is not located underground or under a patio or enclosed deck of a dwelling or hidden by screen planting.

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DECLARATION OF NON REVOCATION OF ENDURING POWER OF ATTORNEY

I, MICHAEL GODFREY BRUCE CURTIS solemnly and sincerely declare:

1. THAT by enduring Power of Attorney dated 24 April 2007 and registered under number (South Auckland Registry), PETRA JOHANNA CORNELIA VAN BEEK appointed me this declarant attorney on the terms and subject to the conditions, if any, set out in the said Power of Attorney.
2. THAT at the date hereof the declarant has not received any notice or information of the revocation of that appointment by the death of the said Petra Johanna Cornelia Van Beek.
3. That the said Power of Attorney is in all respects in force at the date hereof by virtue of its terms and the provisions of Part IX of the Protection of Personal and Property Rights Act 1988.
4. The Declarant is authorised by the enduring Power of Attorney to execute the annexed instrument.
5. That the annexed instrument complies with all conditions and restrictions set out in the said Power of Attorney, if any.

AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Declared at Waihi
This 10 day of July 2007
Before me:


A Solicitor of the High Court of New Zealand


Tamara Ormand
Solicitor
Waihi