

B380901.6 T  
MEMORANDUM OF TRANSFER

**WHEREAS** LOLOMA DEVELOPMENTS LIMITED (hereinafter called "the Transferor") being registered as proprietor of an estate in fee simple subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in all those pieces of land situated in the Land District of South Auckland contained in the First Schedule hereto (hereinafter referred to as "the said land")

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New Zealand Stamp Duty - Duty
Self assessed duty \$**,***,**0.00

**AND WHEREAS** the Transferors when registered as proprietors of the land contained in Deposited Plan Numbers: S.73184, S.73185 and S.73186 and subdivided that land into residential Lots in the manner shown and defined on the said Plans for the purposes of the subdivision of the said land into residential Lots as a building estate

**AND WHEREAS** it is the Transferors intention that all the residential Lots contained in the said Plans shall be subject to a General Scheme applicable to and for the benefit of all of the said residential Lots and that the owner and occupier for the time being of each of the said residential Lots shall be bound by such of the stipulations and restrictions set out in the Second Schedule hereto as shall be applicable to that Lot and that the respective owners and occupiers for the time being of any of the said residential Lots may be able to enforce the observance of such stipulations and restrictions by the owners or occupiers for the time being of any of the other residential Lots in equity or otherwise howsoever

**AND WHEREAS** it is the Transferors further intention that the respective Lots described in the Third Schedule hereto be each subject to a height restriction in favour of and for the benefit of all of the other residential Lots and that the owner and occupier for the time being of each of the said Lots set out in the Third Schedule hereto shall be bound by such of the stipulations and restrictions as set out in the Fourth Schedule hereto and shall be applicable to that Lot and that the respective owners and occupiers for the time being of any of the other residential Lots may be

able to enforce the observance of such stipulations and restrictions by the owners or occupiers for the time being of the Lots set out in the Third Schedule hereto

**NOW THEREFORE THIS INSTRUMENT WITNESSETH** that in pursuance of the premises:

**1. THE** Transferor hereby transfers to **LOLOMA DEVELOPMENTS LIMITED** (hereinafter called "the Transferee") all its estate and interest in each of the said Lots set out in the First Schedule hereto.

**2. THE** Transferee hereby covenants and agrees with the Transferor in respect of each individual Lot described in the First Schedule hereto for the benefit of all the other Lots described in the First Schedule hereto to observe in perpetuity the restrictive stipulations contained in the Second Schedule hereto **AND IN RESPECT** to the Lots described in the Third Schedule hereto for the benefit of each of the other Lots described in the First Schedule hereto to observe in perpetuity the restrictive stipulations contained in the Fourth Schedule hereto **TO THE INTENT** that each of the stipulations and restrictions shall enure for the benefit of all the land described in the First Schedule hereto and every part thereof **PROVIDED ALWAYS** that the Transferees shall as regards to the said stipulations and restrictions be liable only in respect of breaches thereof which shall occur while they shall be the registered proprietors of the land described in the First Schedule hereto or any part thereof in respect of which any such breach shall occur.

**IN WITNESS WHEREOF** these presents have been executed this 16th day of September One thousand nine hundred and ninety six (1996)

**SIGNED** by the said **LOLOMA DEVELOPMENTS LIMITED** as Transferor and Transferee by its Director **MARGARET JEAN DOWNEY** in the presence of:

Hugh Owen Cooney  
Solicitor  
Tauranga

Loloma Transfer

)  
)  
)  
)  
)  
 *H. O. Cooney*  
*M. J. Downey*

FIRST SCHEDULE

<u>Lot Number</u>	<u>Plan Number</u>	<u>Area</u>	<u>Certificate of Title</u>
1	DPS.73184	600 sq metres	59B/110 ✓
2	DPS.73184	601 sq metres	59B/111 ✓
3	DPS.73184	762 sq metres	59B/112 ✓
4	DPS.73184	665 sq metres	59B/113 ✓
5	DPS.73184	799 sq metres	59B/114 ✓
6	DPS.73184	866 sq metres	59B/115 ✓
7	DPS.73184	1402 sq metres	59B/116 ✓
8	DPS.73184	769 sq metres	59B/117 ✓
9	DPS.73184	709 sq metres	59B/118 ✓
10	DPS.73184	634 sq metres	59B/119 ✓
11	DPS.73184	633 sq metres	59B/120 ✓
12	DPS.73184	640 sq metres	59B/121 ✓
13	DPS.73184	665 sq metres	59B/122 ✓
14	DPS.73184	960 sq metres	59B/123 ✓
15	DPS.73184	751 sq metres	59B/124 ✓
16	DPS.73184	727 sq metres	59B/125 ✓
17	DPS.73184	631 sq metres	59B/126 ✓
18	DPS.73184	672 sq metres	59B/127 ✓
19	DPS.73185	614 sq metres	58D/962 ✓
20	DPS.73185	634 sq metres	58D/963 ✓
21	DPS.73185	613 sq metres	58D/964 ✓
22	DPS.73185	748 sq metres	58D/965 ✓
23	DPS.73185	934 sq metres	58D/966 ✓
24	DPS.73185	669 sq metres	58D/967 ✓
25	DPS.73185	729 sq metres	58D/968 ✓
26	DPS.73185	851 sq metres	58D/969 ✓
27	DPS.73185	910 sq metres	58D/970 ✓
28	DPS.73185	558 sq metres	58D/971 ✓
29	DPS.73185	550 sq metres	58D/972 ✓
30	DPS.73185	733 sq metres	58D/973 ✓
31	DPS.73185	741 sq metres	58D/974 ✓
32	DPS.73185	577 sq metres	58D/975 ✓
33	DPS.73185	638 sq metres	58D/976 ✓
34	DPS.73185	620 sq metres	58D/977 ✓
35	DPS.73185	602 sq metres	58D/978 ✓
36	DPS.73185	572 sq metres	58D/979 ✓
37	DPS.73186	609 sq metres	58D/980 ✓
38	DPS.73186	718 sq metres	58D/981 ✓
39	DPS.73186	684 sq metres	58D/982 ✓
40	DPS.73186	921 sq metres	58D/983 ✓
41	DPS.73186	896 sq metres	58D/984 ✓
42	DPS.73186	600 sq metres	58D/985 ✓
43	DPS.73186	610 sq metres	58D/986 ✓
44	DPS.73186	594 sq metres	58D/987 ✓

subject to  
caveat B.36787

*[Handwritten signature]*  
c/d/p

*[Handwritten signature]*  
c/d/p

Loloma Transfer

45	DPS.73186	983 sq metres	58D/988
46	DPS.73186	1405 sq metres	58D/988 989 25 21.

## SECOND SCHEDULE

The Transferee acknowledges and agrees with the Transferors that the property is intended to be established as a modern and well designed subdivision and it is desirable that supervision and control be exercised by the Transferors for the protection and in the interests of all Transferees in relation to the nature and type of construction to be erected in the subdivision and in recognition of these objects the Transferees for the benefit of all other residential lots covenants whether by Deed, Transfer, or otherwise with the Transferors, or such other person or persons as are nominated by the Transferors, for himself and his executors, administrators and assigns as follows:

- (a) Not to erect any building other than a new residential home and not to permit or allow the removal onto the property of any pre-built transportable or relocatable house or existing house which has been previously lived in.
- (b) Not to erect any dwellinghouse of a floor area less than 100 square metres (the floor area measurement to be exclusive of garage, carports, decking breezeways, roof overhang and other accessory buildings) with the exception of Lots 3 and 16 DPS.73184 where the minimum floor area shall be 80 square metres.
- (c) Not to erect any fence constructed of corrugated iron or exceeding 1.8 metres in height above the natural ground level.
- (d) To construct a dwelling with a minimum of 75% of the exterior cladding of the dwelling consisting of any of the following materials, kiln fired or concrete brick, stucco textured finish, stone or timber, prefinished metal or vinyl weatherboard construction or any other new exterior cladding material for which the Purchaser has first obtained the Vendors consent in writing. Any dwelling with an exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured in such a manner as to fully cover the base material.
- (e) Not to permit or suffer the erection of any temporary building or structure upon the land except 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.
- (f) 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 and will complete construction of any such building within 12 months of commencement of work and shall complete fencing and landscaping within 6 months thereafter.

- (g) Not to permit or suffer the use of the land other than for residential purposes.
- (h) Not to erect or permit the erection on any part of the land in any of the Lots on the Plans S.73184, S.73185 and S.73186 other than Lots 3 and 16, DPS.73184 and Lot 46 DPS.73186 any dwelling other than a single residential dwelling and such garage or other buildings which would normally be appurtenant to a single residential dwelling. In respect of the lands contained in Lots 3 and 16 DPS.73184 and Lot 46 DPS.73196 not to erect or permit the erection on any part of the land in those Lots of more than two residential dwellings and garages or other buildings which would normally be appurtenant to two residential dwellings. The restrictions contained in this clause shall apply to the lands contained in Lots shown on the Plans of subdivision notwithstanding that the land in those Lots is later amalgamated with other lands.
- (i) Not to permit or suffer the said land to be occupied or used as a residence unless the building on the property has been substantially completed in accordance with the terms of this Transfer and the buildings meet the requirements of the appropriate local authority.
- (j) Not to use any metal clad roof that has not been factory pre-painted.
- (k) Not to erect or allow to be erected on the land A-frame type/style dwellings or buildings.
- (l) To ensure that a driveway or vehicle access will be fully constructed in a permanent surfacing such as concrete or concrete block, brick paving or tarsealing and that such surfacing will be carried out in a proper and tradesmanlike manner within six months of the completion of construction of any building
- (m) Not to carry out landscaping on the road frontage of the Council owned land except in accordance with the general overall landscaping Plan prepared by the Transferor or, with prior written approval of the Transferor.
- (n) To keep and maintain in a neat and tidy condition the Council owned road frontage of the land.
- (o) To construct any garage, carport or other out building in those materials prescribed by this Transfer and of a design as to be architecturally integrated with the main dwelling.
- (p) To reinstate replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Purchaser's use of the land directly or indirectly through the Purchaser's agents or invitees.

- (q) Not to stockpile or store earth, sand, pumice or other materials on the Lot unless such materials are actually to be used in the construction and landscaping of a permanent dwelling or accessory building on the Lot.

### THIRD SCHEDULE

<u>Lot Number</u>	<u>Plan Number</u>	<u>Area</u>	<u>Certificate of Title</u>
40	DPS.73186	921 sq metres	58D/983 ✓
41	DPS.73186	896 sq metres	58D/984 ✓
45	DPS.73186	983 sq metres	58D/988 ✓
46	DPS.73186	1405 sq metres	58D/989 ✓

### FOURTH SCHEDULE

Not to erect or place any building or other erection or structure whether permanent or temporary nor plant any tree or shrub on any of the Lots identified in Schedule Three hereof the maximum height of which exceeds a restrictive plane of 9.7 metres above the Moturiki Datum Level in respect of the areas marked "J", "K", "M", "P", "T" and "R" on DPS.73186 and 8 metres above the Moturiki Datum Level in respect of the areas marked "L", "N", "O", "Q" and "S" on Plan S.73186 as shown and described in the Schedule of Proposed Height Restriction on the said plan PROVIDED THAT television aerials, chimneys and hot water overflow pipes shall be excluded in assessing the maximum height of any building or other erection or structure.

IN THE MATTER of the Land Transfer Act,  
1952

AND

IN THE MATTER of Caveat B.367817 ✓  
(South Auckland Registry)  
CT. 593/127 (all) ✓

**COLIN IAN GRIBBIN** of Palmerston North, Builder and **ANDREALEE GRIBBIN** his  
wife as Caveator under Caveat B.367817 HEREBY CONSENTS to:

Registration of Memorandum of Transfer between **LOLOMA DEVELOPMENTS  
LIMITED** as Transferor and **LOLOMA DEVELOPMENTS LIMITED** as Transferee in  
respect of Building Covenants over the subject lands TO THE INTENT that the said  
Transfer shall have priority to the Caveators rights under the said Caveat .

BUT SUBJECT AND WITHOUT PREJUDICE to the rights of the Caveator protected  
by the said Caveat.

IN WITNESS WHEREOF these presents have been executed this 16<sup>th</sup> day of September  
One thousand nine hundred and ninety six (1996).

P.N.S.  
of J. )  
SIGNED by the said )  
**COLIN IAN GRIBBIN** ) X [Signature]  
~~**ANDREALEE GRIBBIN**~~ )  
in the presence of: )

o [Signature]  
DAVID REEVES  
SOLICITOR  
TAURANGA.

SIGNED by the said  
**ANDREALEE GRIBBIN**  
in the presence of: [Signature]  
[Signature]

**PETER NEVILLE SMITH**  
**SOLICITOR,**  
**PALMERSTON NORTH.**

CAVEATORS CONSENT

Correct for the purposes of the  
Land Transfer Act

*P. D. Smith*  
Solicitor for the Caveator

Particulars entered in the Register on the date and at the time stamped below

.....  
District/Assistant Land Registrar  
of the District of South Auckland

=====  
COONEY LEES & MORGAN  
SOLICITORS  
TAURANGA

No.

Correct for the purposes of  
the Land Transfer Act

TRANSFER

.....  
Solicitor for Transferee

**LOLOMA DEVELOPMENTS LIMITED**  
Transferors

**LOLOMA DEVELOPMENTS LIMITED**  
Transferees

I HEREBY CERTIFY THAT THIS  
TRANSACTION DOES NOT  
CONTRAVENE THE PROVISIONS OF  
PART IIA OF THE LAND SETTLEMENT  
PROMOTION AND LAND ACQUISITION  
ACT 1952

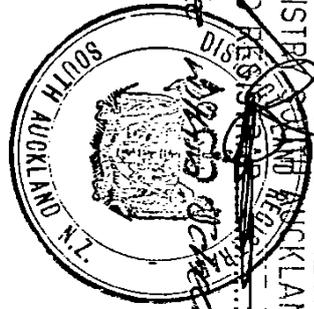
.....  
Solicitor for the Transferee

Particulars entered in the Register on the  
date and at the time stamped below

.....  
District/Assistant  
Land Registrar of the District  
Auckland

=====

COONEY LEES & MORGAN  
SOLICITORS  
TAURANGA



PARTICULARS ENTERED IN REGISTER  
LANDS REGISTERED IN AUCKLAND  
ASSISTANT LAND REGISTRAR

11.15 22.NOV96 B 380901



*AT.  
8125 + 931 / 12/12  
+ 325 NOV.  
8425*

*D. ...*