

RPNZ document ordering service

Guaranteed Title: SA64C/886

Property: 54 Village Park Drive, Welcome Bay, Tauranga City

Legal Description: Lot 100 Deposited Plan South Auckland 80214

CoreLogic Reference: 3213414/1

Processed: 02 October 2024

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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R. W. Muir
Registrar-General
of Land

Identifier SA64C/886
Land Registration District South Auckland
Date Issued 11 August 1998

Prior References
SA59C/584

Estate Fee Simple
Area 642 square metres more or less
Legal Description Lot 100 Deposited Plan South Auckland
80214

Registered Owners
Robyn Ashleigh Petersen and Chad Leigh Petersen

Interests

Subject to Part IV A Conservation Act 1987

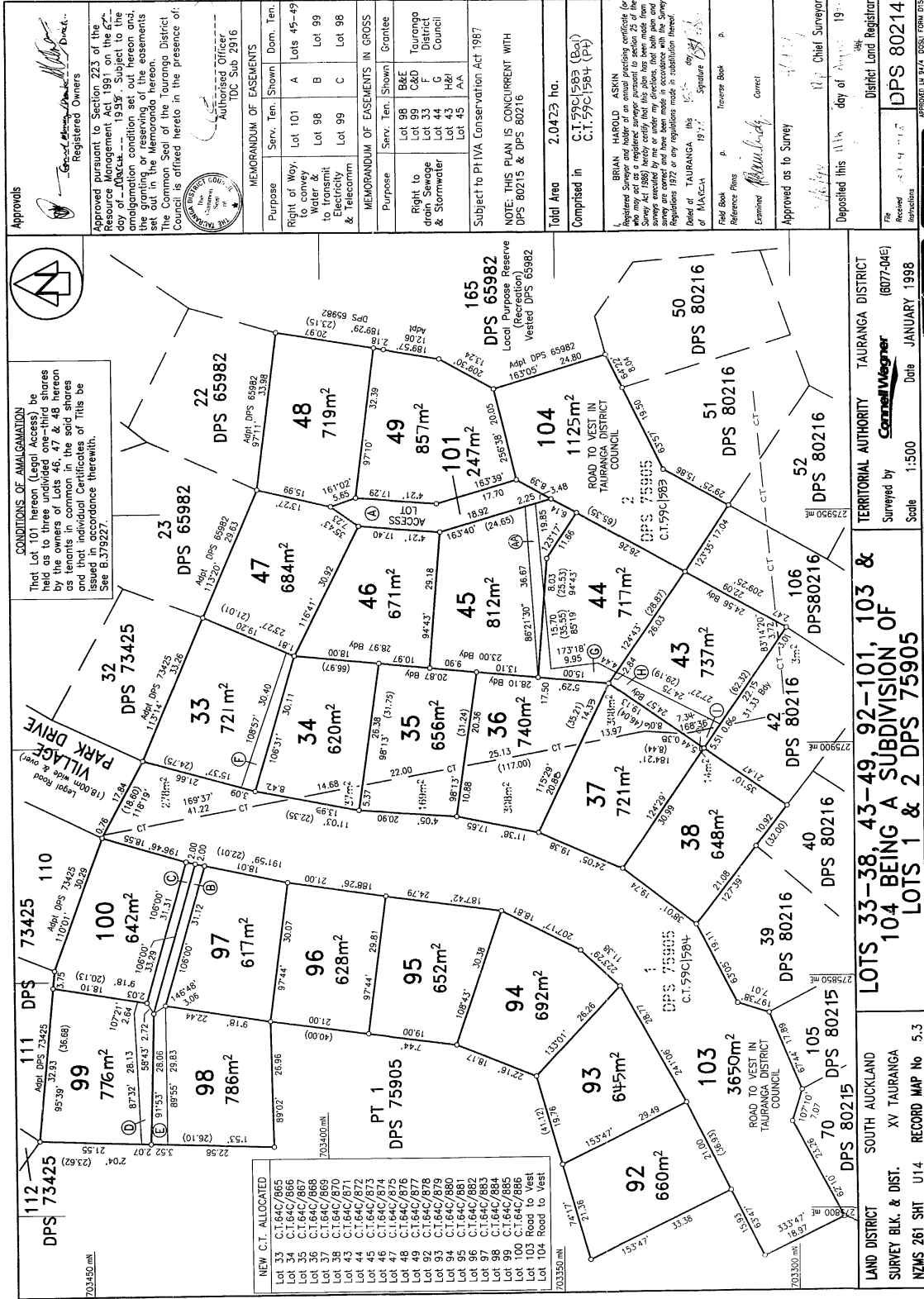
Subject to Section 11 Crown Minerals Act 1991

Subject to Section 27B State-Owned Enterprises Act 1986 (which provides for the resumption of land on the recommendation of the Waitangi Tribunal and which does not provide for third parties, such as the owner of the land, to be heard in relation to the making of any such recommendation)

Fencing Covenant in Transfer B496503.9 - 11.8.1998 at 1.15 pm

Land Covenant in Transfer B496503.9 - 11.8.1998 at 1.15 pm

12510439.3 Mortgage to ASB Bank Limited - 18.7.2022 at 11:48 am



APPROVED BY B.V.A. 0551 FORM 015

LAND DISTRICT SOUTH AUCKLAND
SURVEY BLK. & DIST. XV TAURANGA
NZMS 261 SH1 U14 RECORD MAP No 5.3

TERITORIAL AUTHORITY TAURANGA DISTRICT (8077-04E)
Surveyed by **Connell Wagner** Date JANUARY 1998
Scale 1:500

Approved as to Survey
Examined *[Signature]* Correct
Field Book Reference Plans
Dated at TAURANGA this 15th day of August 1998
BRIAN HAROLD ASKIN Registered Surveyor and holder of an annual practising certificate for Survey Act 1985 hereby certify that this plan has been made from surveys executed by me or under my directions, that both plan and original are true and correct and that I have not been aware of any irregularities or errors or any regulations made in substitution thereof.
Dated at TAURANGA this 15th day of August 1998
Signature *[Signature]*
Title *[Title]*
Field Book Reference Plans
Examined *[Signature]* Correct
Approved as to Survey
Dated this 15th day of August 1998
Title *[Title]*
Chief Surveyor
District Land Registrar
DPS 80214
Received Instructions

22 SEP 1998

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50

RPNZ document ordering service

Document, Interest, Instrument: B496503.9

Property: 54 Village Park Drive, Welcome Bay, Tauranga City

Legal Description: Lot 100 Deposited Plan South Auckland 80214

CoreLogic Reference: 3213695/1

Processed: 03 October 2024

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B496503.9 T

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

1.00

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

South Auckland

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

164C	865	All
164C	866	All
164C	867	All

(Continued on page 2 annexure schedule)

10GKJ1	27/07/1998	36873
NZ Stamp Duty -		Stamp
Self assessed duty		\$1.00

Transferor Surnames must be underlined

CDL LAND NEW ZEALAND LIMITED

Transferee Surnames must be underlined

CDL LAND NEW ZEALAND LIMITED

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 a Fencing Covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor and subject to a Land Covenant
(Continued on page 3 annexure schedule)

Consideration

\$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and 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 20th day of July 1998

Attestation

Signed in my presence by the Transferor
Signature of Witness

by two directors

GEORGE LEE
DIRECTOR

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

Witness name
Occupation
Address

HARI ARASARATNAM
DIRECTOR

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1977
(DELETE IN APPLICABLE CERTIFICATE)

Solicitor for the Transferee

Annexure Schedule

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

Transfer

Dated 20/7/08

Page 2 of 8 Pages

CONTINUATION OF "CERTIFICATE OF TITLE NO."

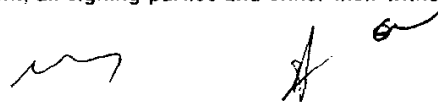
Certificate of Title Number

All or Part?

64C/868	All
64C/869	All
64C/870	All
64C/871	All
64C/872	All
64C/873	All
64C/874	All
64C/875	All
64C/876	All
64C/877	All
64C/878	All
64C/879	All
64C/880	All
64C/881	All
64C/882	All
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64C/894	All
64C/895	All
64C/896	All
64C/897	All
64C/898	All
64C/899	All
64C/900	All
64C/201	All
64C/202	All
64C/203	All
64C/204	All
64C/205	All
63D/365	All

(continued on page 3 annexure schedule)

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 20/7/1998

Page 3 of 8 Pages

CONTINUATION OF "CERTIFICATE OF TITLE NO."

64C/206	All
64C/207	All
64C/208	All
64C/209	All
64C/210	All
64C/211	All

CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"

The Transferor when registered proprietor of the land formerly contained in CT's 52A/288, 59C/583 and 59C/584 subdivided part of the land contained in those certificates of title into residential lots in the manner shown and defined on DPS.80214, DPS.80215 and DPS.80216 AND WHEREAS it is the Transferor's intention to create certain land covenants so that each of the land contained in CT's numbered ~~1-28~~ (inclusive) in Schedule One shall individually have both the burden and benefit of the land covenants as set out in Schedule Three, *and that the land in CT 64C/862 shall have the benefit of the land covenants in Schedule Three.*

AND AS INCIDENTAL to the transfer of the fee simple so as to provide mutual land covenants between the land in Schedule One and the land in Schedule Two the Transferor and the Transferee hereby covenant and agree with each other as follows:

That each piece of land contained in each CT listed ^{1-27 and 29-48} ~~1-48~~ (inclusive) in Schedule One in the following table (in each case "the servient land") shall bear the burden of the stipulations and restrictions set out in Schedule Three to the benefit in each case of those pieces of land contained in the CT's, with the corresponding number, in Schedule Two in the following table (in each case "the dominant land") so that the dominant land shall have the benefits of the said covenants.

TO THE END AND INTENT that the each servient land shall be bound in perpetuity by the stipulations and restrictions set out in Schedule Three and that any of the owners and occupiers for the time being of any dominant land may enforce the observance of such stipulations against any of the owners for the time being of any servient land.

SCHEDULE ONE - SERVIENT LAND	SCHEDULE TWO - DOMINANT LAND
1. 64C/865	1. 64C/866-64C/900 (inclusive), 64C/201-64C/211 (inclusive), 63D/365
2. 64C/866	2. 64C/865, 64C/867-64C/900 (inclusive), 64C/201-64C/211(inclusive), 63D/365
3. 64C/867	3. 64C/865, 64C/866, 64C/868-64C/900 (inclusive), 64C/201-64C/211, 63D/365
4. 64C/868	4. 64C/865-64C/867 (inclusive), 64C/869-64C/900(inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
5. 64C/869	5. 64C/865-64C/868 (inclusive), 64C/870-64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365

(continued on page 4 annexure schedule)

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[Handwritten signatures]

Annexure Schedule

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

Transfer

Dated 20/7/1998

Page 4 of 8 Pages

CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"

6. 64C/870	6. 64C/865-64C/869 (inclusive), 64C/871-64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
7. 64C/871	7. 64C/865-64C/870 (inclusive), 64C/872-64C/900 (inclusive), 64C/201-64C/211 (inclusive), 63D/365
8. 64C/872	8. 64C/865-64C/871 (inclusive), 64C/873- 64C/900 (inclusive), 64C/201-64C/211 (inclusive), 63D/365
9. 64C/873	9. 64C/865-64C/872 (inclusive), 64C/874-64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
10. 64C/874	10. 64C/865-64C/873 (inclusive), 64C/875-64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
11. 64C/875	11. 64C/865-64C/874 (inclusive), 64C/876-64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
12. 64C/876	12. 64C/865-64C/875 (inclusive), 64C/877-64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
13. 64C/877	13. 64C/865-64C/876 (inclusive), 64C/878-64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
14. 64C/878	14. 64C/865-64C/877 (inclusive), 64C/879-64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
15. 64C/879	15. 64C/865-64C/878 (inclusive), 64C/880-64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
16. 64C/880	16. 64C/865-64C/879 (inclusive), 64C/881-64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
17. 64C/881	17. 64C/865-64C/880 (inclusive), 64C/882-64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
18. 64C/882	18. 64C/865-64C/881 (inclusive), 64C/883-64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
19. 64C/883	19. 64C/865-64C/882 (inclusive), 64C/884-64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
20. 64C/884	20. 64C/865-64C/883 (inclusive), 64C/885-64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
21. 64C/885	21. 64C/865-64C/884 (inclusive), 64C/886-64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
22. 64C/886	22. 64C/865-64C/885 (inclusive), 64C/887- 64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
23. 64C/887	23. 64C/865-64C/886 (inclusive), 64C/888 - 64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
24. 64C/888	24. 64C/865-64C/887 (inclusive), 64C/889 - 64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
25. 64C/889	25. 64C/865-64C/888 (inclusive), 64C/890 - 64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
26. 64C/890	26. 64C/865-64C/889 (inclusive), 64C/891 - 64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
27. 64C/891	27. 64C/865-64C/890 (inclusive), 64C/892 - 64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365

(continued on page 5 annexure schedule)

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Annexure Schedule

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

Transfer

Dated: 20/7/1998

Page 5 of 8 Pages

CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"

28. 64C/892	28. 64C/865-64C/891 (inclusive), 64C/893 - 64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
29. 64C/893	29. 64C/865-64C/892 (inclusive), 64C/894 - 64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
30. 64C/894	30. 64C/865-64C/893 (inclusive), 64C/895 - 64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
31. 64C/895	31. 64C/865-64C/894 (inclusive), 64C/896 - 64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
32. 64C/896	32. 64C/865-64C/895 (inclusive), 64C/897 - 64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
33. 64C/897	33. 64C/865-64C/896 (inclusive), 64C/898 - 64C/900 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
34. 64C/898	34. 64C/865-64C/897 (inclusive), 64C/899 - 64C/900, 64C/201 - 64C/211 (inclusive), 63D/365
35. 64C/899	35. 64C/865-64C/898 (inclusive), 64C/900, 64C/201 - 64C/211 (inclusive), 63D/365
36. 64C/900	36. 64C/865-64C/899 (inclusive), 64C/201 - 64C/211 (inclusive), 63D/365
37. 64C/201	37. 64C/865-64C/900 (inclusive), 64C/202 - 64C/211 (inclusive), 63D/365
38. 64C/202	38. 64C/865-64C/900 (inclusive), 64C/201, 64C/203 - 64C/211 (inclusive), 63D/365
39. 64C/203	39. 64C/865-64C/900 (inclusive), 64C/201, 64C/202, 64C/204 - 64C/211 (inclusive), 63D/365
40. 64C/204	40. 64C/865-64C/900 (inclusive), 64C/201 - 64C/203 (inclusive), 64C/205 - 64C/211 (inclusive), 63D/365
41. 64C/205	41. 64C/865-64C/900 (inclusive), 64C/201 - 64C/204 (inclusive), 64C/206 - 64C/211 (inclusive), 63D/365
42. 64C/206	42. 64C/865-64C/900 (inclusive), 64C/201 - 64C/205 (inclusive), 64C/207 - 64C/211 (inclusive), 63D/365
43. 64C/207	43. 64C/865-64C/900 (inclusive), 64C/201 - 64C/206 (inclusive), 64C/208 - 64C/211 (inclusive), 63D/365
44. 64C/208	44. 64C/865-64C/900 (inclusive), 64C/201 - 64C/207 (inclusive), 64C/209 - 64C/211 (inclusive), 63D/365
45. 64C/209	45. 64C/865-64C/900 (inclusive), 64C/201 - 64C/208 (inclusive), 64C/210 - 64C/211, 63D/365
46. 64C/210	46. 64C/865-64C/900 (inclusive), 64C/201 - 64C/209 (inclusive), 64C/211, 63D/365
47. 64C/211	47. 64C/865 - 64C/900 (inclusive), 64C/201 - 64C/210 (inclusive), 63D/365
48. 63D/365	48. 64C/865 - 64C/900 (inclusive), 64C/201 - 64C/210 (inclusive)

(continued on page 6 annexure schedule)

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Annexure Schedule

insert below "Mortgage", "Transfer", "Lease" etc

Transfer

Dated 20/7/1998

Page 6 of 8 Pages

CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"

SCHEDULE THREE

THAT the Transferee will not at any time hereafter:

- (a) Commence any work for the erection of improvements whether for buildings accessory buildings or fences upon the servient land unless plans and specifications and all other details of construction including materials and finish as the Transferor in its absolute discretion may require have been first submitted to and have received the written approval of the Transferor or the appointee of the Transferor who may in their absolute discretion withhold such consent should either of them consider that the said plans, specifications and all other details of construction do not conform to the standard desirable for development of the subdivision.
- (b) Erect or permit to be erected any improvement on the servient land which has not first been approved by the Transferor in terms of paragraph (a) above.
- (c) Permit or suffer the erection of any temporary building or structure upon the servient land except such as may be used in conjunction with the construction of permanent buildings on the servient land and which will be removed from the servient land on completion of the permanent building.
- (d) Cross-lease the servient land or create unit titles thereon or further subdivide the servient land in any manner.
- (e) Erect or suffer to be erected on the servient land without the Transferor's approval:
 - (i) More than one private non commercial dwelling house.
 - (ii) A private non commercial dwelling house:
 - (A) With a ground floor area less than 120 m² exclusive of roof overhangs, verandahs, decking, garaging and carports. ~~If roof overhangs, verandahs, deckings, garaging and carports are constructed they must be attached to such dwelling house.~~
 - (B) With more than 30% of the exterior cladding being in fibrous cement planking. Windows and doorways are excluded from the area of exterior cladding for the purpose of calculating the 30% area.
 - (C) With an exterior in the form of flat cladding, concrete block or poured concrete which has not been textured in such a manner as to cover fully the base material.
- (f) Permit or suffer the use of the servient land other than for private non commercial residential purposes.
- (g) Permit any building or associated works in the course of construction on the servient land to be left without substantial work being carried out for a period exceeding three months and to complete construction of any such building including fencing and landscaping within twelve (12) months of the issue of a building consent for the building to be constructed on the servient land.

(continued on page 7 annexure schedule)

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[Handwritten signatures]

Annexure Schedule

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

Transfer

Dated 20/7/1998

Page 7 of 8 Pages

CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"

- (h) Permit or suffer the servient land to be occupied or used as a residence unless:
 - (i) the buildings on the servient land have been completed in accordance with the terms of this agreement, and
 - (ii) the buildings meet the requirements of the appropriate Local Authority.
- (i) Allow the servient land to become untidy.
- (j) Permit or suffer any rubbish to accumulate or be placed on the servient land.
- (k) Permit any excessive growth of grass so that same becomes long or unsightly.
- (l) Permit or suffer any advertisement sign or hoarding of a commercial nature to be erected on any part of the servient land without the prior consent in writing of the Transferor.
- (m) Permit or suffer the removal of soil from the servient land except as shall be necessary for the construction of the building approved by the Transferor.
- (n) Carry out landscaping on the road frontage of the servient land except in accordance with the general overall landscaping plan prepared by the Transferor.
- (o) Permit any driveway and or vehicle access-way on the servient land to be constructed otherwise than in a permanent surfacing material such as concrete, concrete brick or block paving or tar-sealing. Such surfacing shall be carried out in a proper and tradesmanlike manner and shall be completed within twelve (12) months of the issue of the building consent for the dwelling to be constructed on the servient land.
- (p) Allow to be transported on to the servient land any existing or prebuilt house unless such existing or prebuilt house has first been approved in writing by the Transferor or its appointee.
- (q) Bring on to or allow to remain on the servient land or any internal road constructed on any of the servient land comprised in the subdivisional plan:
 - (i) any temporary dwelling or caravan.
 - (ii) any trade vehicle, equipment, material or machinery which in the Transferor's opinion:
 - (A) is unsightly unless garaged or screened, or
 - (B) generates noise likely to cause offence to residents in the area.
- (r) Erect or allow to be erected on the servient land:
 - (i) any fence constructed from corrugated iron or post and wire.

(continued on page 8 annexure schedule)

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[Handwritten signature]

[Handwritten signature]

Annexure Schedule

TRANSFER

Dated 20/7/1998

Page 8 of 8 Pages

CONTINUATION OF "ESTATE OR INTEREST OR EASEMENT TO BE CREATED"

- (ii) any fence within the front yard which exceeds the height of 1 metre above the natural ground level of the servient land.
- (iii) any fence elsewhere on the servient land which exceeds the height of 1.83 metres above the natural ground level of the servient land.
- (s) Prevent the Transferor, its officers, employees or agents from entering on to the servient land at all reasonable times for the purposes of ensuring compliance with the foregoing covenants and remedying any breaches thereof subject to:
 - (i) The Transferor first giving written notice of its intention to enter on to the servient land ^{and such notice} being not less than one (1) complete working day;
 - (ii) Such entry being for the purpose of ensuring compliance with the restrictive covenants contained herein or remedying any breach of the restrictive covenants.
 - (iii) In the event of the Transferor so entering the servient land the Transferor shall not be responsible for any damage occasioned to the servient land or anything placed thereon as a result of a reasonable exercise by the Transferor of its powers.

SIGNED on behalf of the Transferee CDL LAND) GEORGE LEE
NEW ZEALAND LIMITED by two of its directors) DIRECTOR

HARI ARASARATNAM
DIRECTOR

[Handwritten signatures]

MSSSH2.DOC

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[Handwritten signatures and initials]

Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER

Land Transfer Act 1952

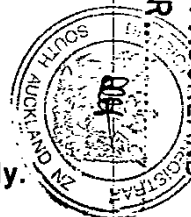
Law Firm Acting

Auckland District Law Society
REF. 4135

⑨
128.

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

F/C
L/C



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
ASST. LAND REGISTRAR

1.15 11.AUG98 B 496503 19