

# RPNZ document ordering service

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**Guaranteed Title: 221017**

**Property: 32 Cotswold Place, Ohauti, Tauranga City**

**Legal Description: Lot 146 Deposited Plan 354115**

**CoreLogic Reference: 3217356/1**

**Processed: 29 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** **221017**  
**Land Registration District** **South Auckland**  
**Date Issued** 15 November 2005

**Prior References**  
116706

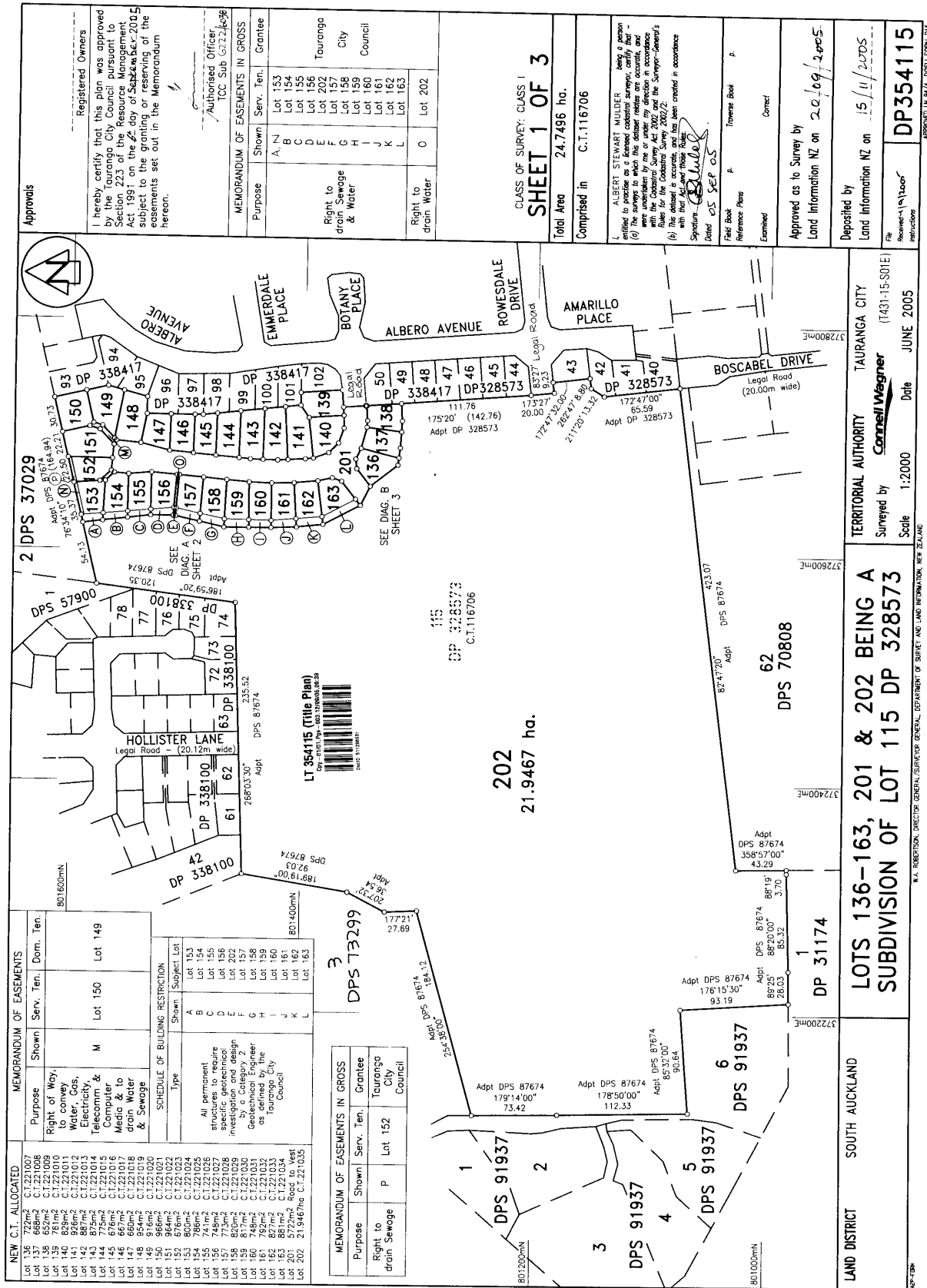
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**Estate** Fee Simple  
**Area** 667 square metres more or less  
**Legal Description** Lot 146 Deposited Plan 354115  
**Registered Owners**  
Craig Finlayson and Monique Elisabeth Serene Finlayson

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**Interests**

6648909.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 15.11.2005 at 9:00 am  
Land Covenant in Transfer 6648909.8 - 15.11.2005 at 9:00 am  
12151316.3 Mortgage to Bank of New Zealand - 28.6.2021 at 10:44 am  
12722435.1 Statutory Land Charge against the interest/share of Monique Elisabeth Serene Finlayson pursuant to Section 36 Legal Services Act 2011 - 28.4.2023 at 5:05 pm  
12781344.1 Statutory Land Charge against the interest/share of Craig Finlayson pursuant to Section 36 Legal Services Act 2011 - 12.7.2023 at 3:15 pm



**Approvals**

I hereby certify that this plan was approved by the Tauranga City Council pursuant to Section 223 of the Resource Management Act 1991 on the 2<sup>nd</sup> day of September 2005 subject to the granting or reserving of the easements set out in the Memorandum hereon.

Registered Owners

Authorised Officer  
TOC Sub 03224698

**MEMORANDUM OF EASEMENTS IN GROSS**

| Purpose                       | Shown                                 | Serv. Ten.  | Grantee               |
|-------------------------------|---------------------------------------|---|-----------------------|
| Right to drain Sewage & Water | A, N, B, C, D, E, F, G, H, I, J, K, L | Lot 153, Lot 154, Lot 155, Lot 156, Lot 157, Lot 158, Lot 159, Lot 160, Lot 161, Lot 162, Lot 163 | Tauranga City Council |
| Right to drain Water          | O                                     | Lot 202   | Tauranga City Council |

CLASS OF SURVEY: CLASS 1

**SHEET 1 OF 3**

Total Area 24.7496 ha.

Comprised in C.T.116706

**ALBERT STEWART MULDER** being a person entitled to practice as a Licensed Surveyor, do hereby certify that the surveys to which this disclaimer relates are accurate, and were undertaken by me or under my direction in accordance with the provisions of the Survey Act 2002 and the Survey-General's Rules for the Practice of the Survey Act 2002. (b) This document is accurate, and has been created in accordance with the NZ Land Transfer Rules.

Signature: *Albert Stewart Mulder*

Dated: 05 SEP 05

Field Book Reference: P. Traverse Book P. Corner

Approved as to Survey by Land Information NZ on 20/09/2005

Deposited by Land Information NZ on 15/11/2005

File Reference: *14100*

Number: **DP354115**

APPROVED BY: *DP354115*

**MEMORANDUM OF EASEMENTS**

| Purpose  | Shown | Serv. Ten. | Dom. Ten. |
|--|-------|------------|-----------|
| Right of Way, to convey Water, Gas, Electricity, Telecomm & Computer Media & to drain Water & Sewage | M     | Lot 150    | Lot 149   |

**SCHEDULE OF BUILDING RESTRICTION**

| Type  | Shown                              | Subject Lot   |
|---|------------------------------------|---|
| All permanent structures require specific engineering investigation and design by a Category 2 Geotechnical Engineer or Tauranga City Council | A, B, C, D, E, F, G, H, I, J, K, L | Lot 153, Lot 154, Lot 155, Lot 156, Lot 157, Lot 158, Lot 159, Lot 160, Lot 161, Lot 162, Lot 163 |

**MEMORANDUM OF EASEMENTS IN GROSS**

| Purpose               | Shown | Serv. Ten. | Grantee               |
|-----------------------|-------|------------|-----------------------|
| Right to drain Sewage | P     | Lot 152    | Tauranga City Council |

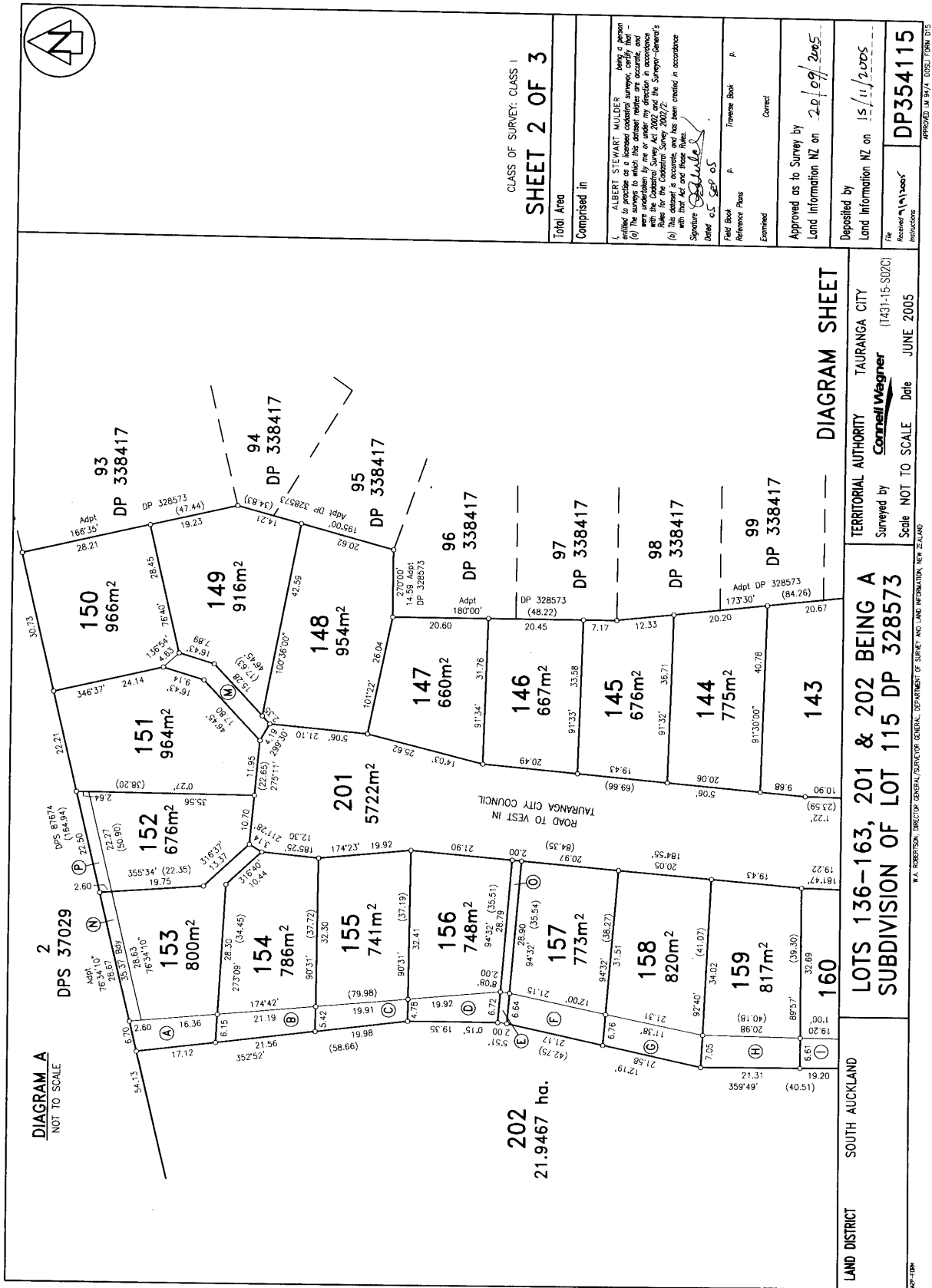
LAND DISTRICT SOUTH AUCKLAND

TERRITORIAL AUTHORITY Tauranga City (1431-15-S01E)

Surveyed by **Connell Wagner**

Scale 1:2000 Date JUNE 2005

**LOTS 136-163, 201 & 202 BEING A SUBDIVISION OF LOT 115 DP 328573**



CLASS OF SURVEY: CLASS 1  
**SHEET 2 OF 3**

Total Area  
 Comprised in

I, ALBERT STEWART MULDER being a person duly qualified to practice as a licensed cadastral surveyor, certify that -  
 (a) the boundaries and areas of the lots shown on this plan were ascertained by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for the Cadastral Survey 2002/2;  
 (b) the boundaries and areas of the lots shown on this plan are correct in accordance with the Act and these Rules;  
 (c) the boundaries and areas of the lots shown on this plan have been created in accordance with the Act and these Rules.

Signature: *[Signature]*  
 Dated: 22 SEP 05  
 Field Book: P.  
 Reference Plans: P.  
 Examined: Correct

Approved as to Survey by  
 Land Information NZ on 20/09/2005

Deposited by  
 Land Information NZ on 15/11/2005

File No: DP354115  
 Instructions: DP354115

APPROVED (M 84/4 FORM 015)

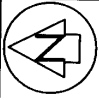
**DIAGRAM SHEET**

TERRITORIAL AUTHORITY  
 Tauranga City  
 Surveyed by  
 Connell Wagner  
 Scale NOT TO SCALE  
 Date  
 JUNE 2005

**LOTS 136-163, 201 & 202 BEING A  
 SUBDIVISION OF LOT 115 DP 328573**

LAND DISTRICT  
 SOUTH AUCKLAND

M. ROBERTSON, DIRECTOR GENERAL, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND



CLASS OF SURVEY: CLASS 1  
SHEET 3 OF 3

Total Area  
Comprised in

I, ALBERT STEWART WILDER being a person entitled to practice as a licensed cadastral surveyor, certify that -  
(1) the boundaries and areas shown on this plan were obtained by me or under my supervision in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for the Cadastral Survey 2002/2;  
(2) the boundaries and areas shown on this plan are correct and have been checked in accordance with their Act of 1992/1993.

Signature: *Albert Wilder*

Date: 25 SEP 05

Field Book: *Revenue Book*

Reference Plans: *Correct*

Examined: *Correct*

Approved as to Survey by

Land Information NZ on 20/09/2005

Deposited by

Land Information NZ on 15/11/2005

File Reference: *DP354115*

Instructions: *DP354115*

APPROVED IN PART BY FORM D15

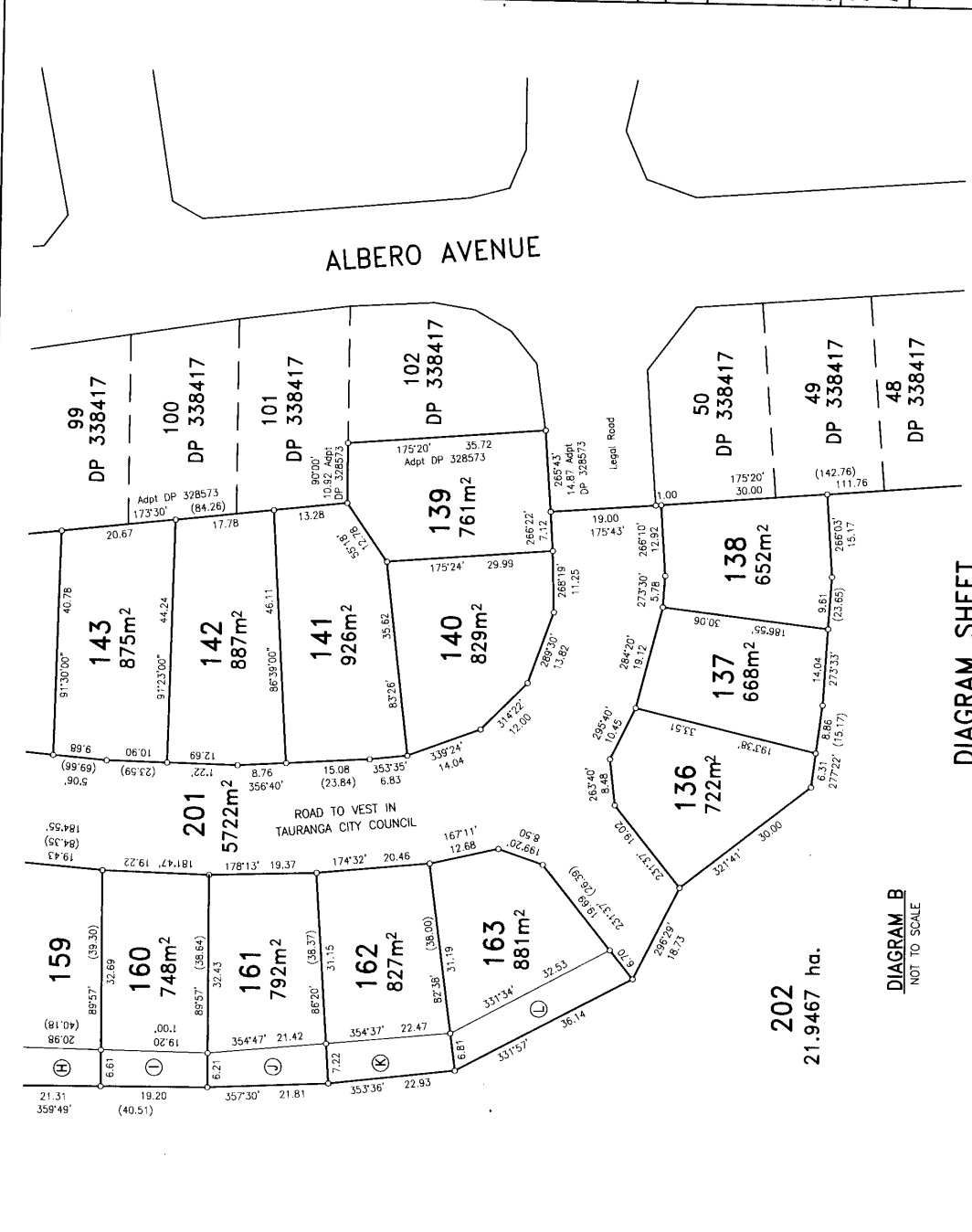


DIAGRAM SHEET

DIAGRAM B  
NOT TO SCALE

|               |                |  |                                       |
|---------------|----------------|--|---------------------------------------|
| LAND DISTRICT | SOUTH AUCKLAND | TERRITORIAL AUTHORITY  | TAURANGA CITY                         |
|               |                | Surveyed by  | <i>Cornell Wegner</i> (T1431-15-S03A) |
|               |                | Scale  | NOT TO SCALE                          |
|               |                | Date   | JUNE 2005                             |
|               |                | LOTS 136-163, 201 & 202 BEING A SUBDIVISION OF LOT 115 DP 328573 |                                       |

# RPNZ document ordering service

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**Document, Interest, Instrument: 6648909.8**

**Property: 32 Cotswold Place, Ohauti, Tauranga City**

**Legal Description: Lot 146 Deposited Plan 354115**

**CoreLogic Reference: 3217408/1**

**Processed: 30 October 2024**

Sourced from RPNZ, a CoreLogic solution. For any queries about this document or this service please call 0800 82 55 78 or email [documentordering@corelogic.co.nz](mailto:documentordering@corelogic.co.nz).

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

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

**T 6648909.8 Transfer**

Cpy - 01/01, Pgs - 006, 16/11/06, 07:48



Land registration district

**SOUTH AUCKLAND**

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

All/part

Area/description of part or stratum

221007

All

(continued on page 1 Annexure Schedule)

Transferor

Surname(s) must be underlined or in CAPITALS.

**Bernard John ROWE, Alison Louise ROWE and Grant William ROWE**

Transferee

Surname(s) must be underlined or in CAPITALS.

**Bernard John ROWE, Alison Louise ROWE and Grant William ROWE**

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 covenants**

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 20th day of September 2005

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

|  |  |
|--|--|
|  | <b>Signed in my presence by the Transferor</b><br>   |
|  | <b>and the Transferee</b><br>Signature of witness<br>Witness to complete in BLOCK letters (unless legibly printed)<br><b>Witness name</b><br>Occupation      Dean Andrew Thompson<br>Solicitor<br>Tauranga |
| <b>Signature [common seal] of Transferor</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

Dated 20 September 2005

Page 1 of 4 Pages

(Continue in additional Annexure Schedule, if required.)

**Continuation of "Unique identifier(s) or C/T(s)"**

|               |               |               |               |
|---------------|---------------|---------------|---------------|
| CT 221008 All | CT 221014 All | CT 221021 All | CT 221028 All |
| CT 221009 All | CT 221015 All | CT 221022 All | CT 221029 All |
| CT 221010 All | CT 221016 All | CT 221023 All | CT 221030 All |
| CT 221011 All | CT 221017 All | CT 221024 All | CT 221031 All |
| CT 221012 All | CT 221018 All | CT 221025 All | CT 221032 All |
| CT 221013 All | CT 221019 All | CT 221026 All | CT 221033 All |
|               | CT 221020 All | CT 221027 All | CT 221034 All |

**Continuation of "Estate or interest to be transferred or easement to be created"**

WHEREAS the Transferor and the Transferee are desirous of creating certain land covenants so that each of the lots in Schedule One and Schedule Two shall individually have both the burden and benefit of the stipulations and restrictions set out in Schedule Three.

AND AS INCIDENTAL to the transfer of the fee simple so as to provide mutual land covenants between the lots in Schedule One and Schedule Two the Transferor and Transferee hereby covenant and agree with each other that the lots in Schedule One ("the servient lots") shall bear the burden of the stipulations and restrictions set out in Schedule Three and that each of the other lots in Schedule Two ("the dominant lots") shall have the benefit of the said stipulations and restrictions.

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

PROVIDED ALWAYS that the owners of the servient lots shall as regards the 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 any such breach shall occur (or is alleged to occur).

**SCHEDULE ONE**

**Certificate of Title Nos.**

|               |               |               |               |
|---------------|---------------|---------------|---------------|
| CT 221007 All | CT 221014 All | CT 221021 All | CT 221028 All |
| CT 221008 All | CT 221015 All | CT 221022 All | CT 221029 All |
| CT 221009 All | CT 221016 All | CT 221023 All | CT 221030 All |
| CT 221010 All | CT 221017 All | CT 221024 All | CT 221031 All |
| CT 221011 All | CT 221018 All | CT 221025 All | CT 221032 All |
| CT 221012 All | CT 221019 All | CT 221026 All | CT 221033 All |
| CT 221013 All | CT 221020 All | CT 221027 All | CT 221034 All |

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.

*AKR BJA CWR I*



**Annexure Schedule**



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

Transfer

Dated

20 September 2006

Page

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of

4

Pages

(Continue in additional Annexure Schedule, if required.)

**SCHEDULE TWO**

**Certificate of Title Nos.**

|               |               |               |               |
|---------------|---------------|---------------|---------------|
| CT 221007 All | CT 221014 All | CT 221021 All | CT 221028 All |
| CT 221008 All | CT 221015 All | CT 221022 All | CT 221029 All |
| CT 221009 All | CT 221016 All | CT 221023 All | CT 221030 All |
| CT 221010 All | CT 221017 All | CT 221024 All | CT 221031 All |
| CT 221011 All | CT 221018 All | CT 221025 All | CT 221032 All |
| CT 221012 All | CT 221019 All | CT 221026 All | CT 221033 All |
| CT 221013 All | CT 221020 All | CT 221027 All | CT 221034 All |

**SCHEDULE THREE**

- (a) Not to allow work to commence for the erection of a house or other accessory buildings on the lot unless plans and specifications and all other details of construction, including materials and finish (as the Transferor in its absolute discretion may require), have first been submitted to and have received the written approval of the Transferor or its appointee. The Transferor may in its absolute discretion withhold such consent if it considers that the proposed plans, specifications and details of construction do not conform to the standard desirable for the subdivision and the Transferee shall not erect or permit to be erected any improvement on the lot before obtaining the Transferor's approval in terms of this clause.
- (b) Not to erect any buildings on the lot other than a single residential home.
- (c) Not to shift onto the lot any prebuilt transportable or relocatable house or existing house which has been previously lived in.
- (d) Not to erect a house of a floor area less than 115 square metres exclusive of garage, carport, decking, roof overhangs and other accessory buildings.
- (e) Not to construct a house with less than a minimum of 75% of the non-glazed exterior cladding, consisting of the following materials:
  - (i) kiln fired or concrete brick;
  - (ii) solid plaster or texture plaster finish;
  - (iii) stone or timber;
  - (iv) pre-finished metal or vinyl weatherboard, or any other exterior cladding material for which the Transferee has first obtained the Transferor's consent in writing. Any exterior finish in the form of flat cladding, concrete block, poured concrete, or similar shall have the surface textured in sold plaster, as to fully cover the base material. Any accessory building shall be architecturally integrated with the design of the house, or as approved by Transferor or its appointee.
- (f) Not to use any metal clad roof that has not been factory pre-painted.

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.

*AKR BJR CLK J*

**Annexure Schedule**



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

Transfer

Dated 20 September 2005

Page 3 of 4 Pages

*(Continue in additional Annexure Schedule, if required.)*

- (g) To complete any building on the lot within 12 months of excavating for laying down the foundations for such building.
- (h) To complete within 15 months of laying down foundations for any building all ancillary works, such as fencing and landscaping and complete in a proper and tradesmanlike manner a driveway for vehicle access in a permanent continuous surfacing of concrete, concrete cobblestones, brick paving or tarsealing.
- (i) Not to allow construction of the house to be delayed so that substantial progress is not made for any period exceeding three months.
- (j) Not to allow any vehicles, caravans, boats, trailers, or commercial vehicles to be parked in a manner that detrimentally affects the general appearance of the subdivision.
- (k) Not to use the lot for other than residential purposes.
- (l) Not to occupy or use the house as a residence until it has been substantially completed in accordance with the terms of these covenants and any appropriate local authority building consent issued in respect to building works on the lot.
- (m) Not to erect or allow to be erected a fence constructed of corrugated iron or post and wire. All fences and retaining structures are to comply with local authority requirements, however, no fence shall exceed one metre in height above the finished ground level of the lot within three metres of the front boundary of the lot, unless the written approval of the Transferor or its appointee is obtained, or exceed 1.8 metres in height above finished ground level.
- (n) To keep and maintain the lot and the adjacent local authority owned road frontage in a neat and tidy condition from possession date.
- (o) Not to bring onto, raise, breed or keep animals or livestock on the lot or in buildings except to keep a maximum of three animals limited to dogs or cats.
- (p) Not to display more than one advertisement, sign or hoarding of a commercial nature measuring in excess of 900mm x 600mm on any part of the lot or building. In the event such advertisement, sign or hoarding is in excess of 900mm x 600mm, this should first be approved in writing by the Transferor, and comply with the Local Authority ordinances.
- (q) To ensure that in any construction due allowance is made for adequate future drainage of all excess stormwater from the lot, the Transferee remaining responsible for any remedial action undertaken for any breach.
- (r) Not to construct any clothesline or letterbox, except such clothesline or letterbox as may be aesthetically sensitive in terms of design and location, siting any clothesline in such a way as to not be highly visible from the street.
- (s) Not to use the neighbouring or any other property for access, storage of materials or rubbish without that property owner's written permission.

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.

*CLL BJR ana [Signature]*

**Annexure Schedule**



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

Transfer

Dated

20 September 2005

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(Continue in additional Annexure Schedule, if required.)

- (t) 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 Transferee's use of the land directly or indirectly through the Transferee's actions or those of the Transferee's agent or invitees.
- (u) To pay for the construction and maintenance of any fence constructed on the boundary of any adjoining land owned by the local authority or the Transferor and not to seek contribution from the local authority or the Transferor for such construction and maintenance.
- (v) Not to subdivide the lot further or grant or create a right of way, easement or license over the lot for the benefit of any adjoining lot.

TO: District Land Registrar  
HAMILTON

Please note the within covenants against the titles to the land transferred herein pursuant to Section 126A of the Property Law Act 1952.

Solicitor for the Transferor

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.