



**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

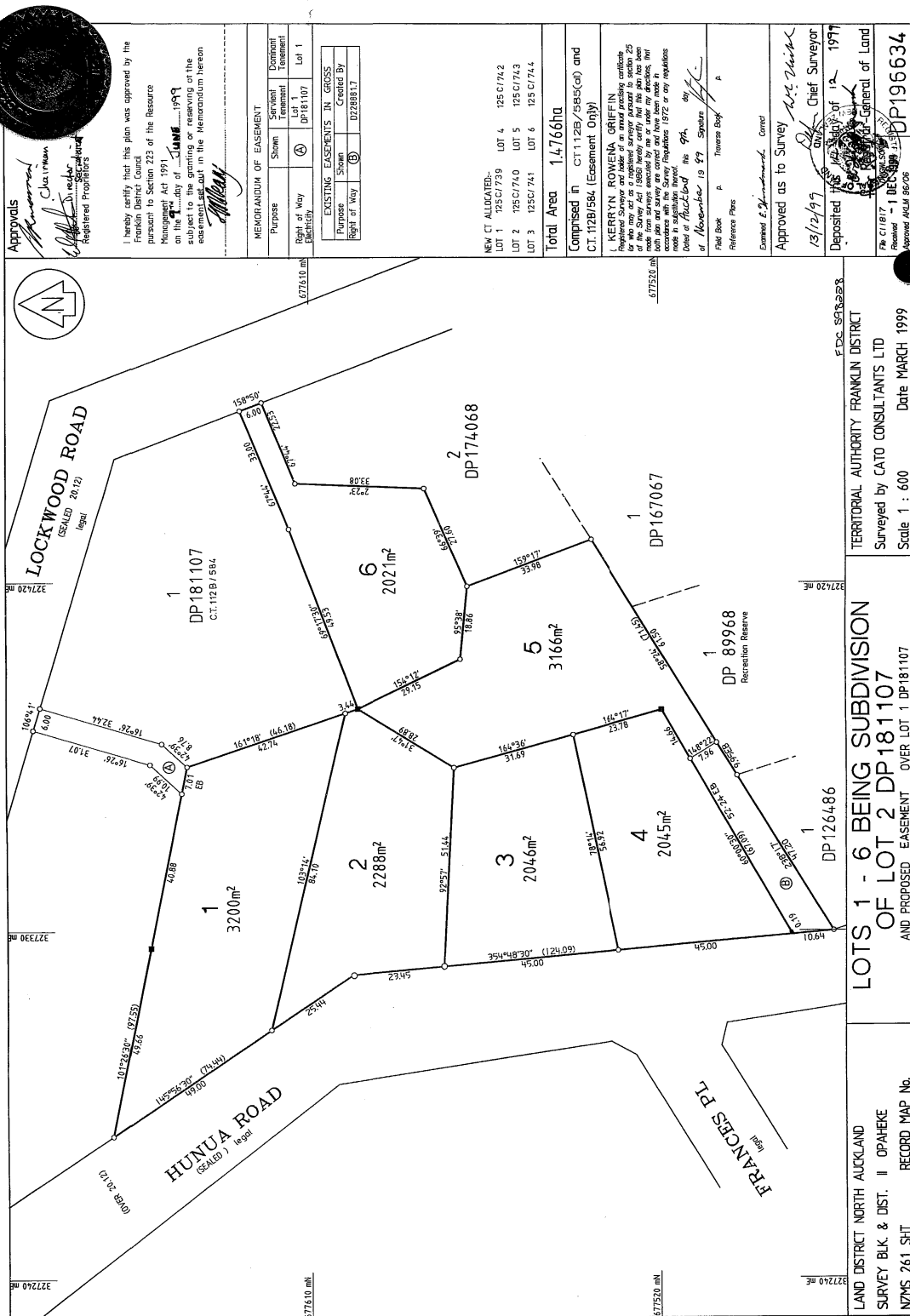
Identifier **NA125C/740**
Land Registration District **North Auckland**
Date Issued 14 December 1999

Prior References
NA112B/585

Estate Fee Simple
Area 2288 square metres more or less
Legal Description Lot 2 Deposited Plan 196634
Registered Owners
Neville Gaskin and Jacinth Berys Gaskin

Interests

Appurtenant hereto is a right of way specified in Easement Certificate D228881.4 - 18.12.1997 at 1.05 pm
The easements specified in Easement Certificate D228881.4 are subject to Section 243 (a) Resource Management Act 1991
D457515.3 Consent Notice pursuant to Section 221(1) Resource Management Act 1991 - produced 1.12.1999 at 10.28 am
and entered 14.12.1999 at 9.00 am
Land Covenant in Transfer D470748.1 - 19.1.2000 at 3.03 pm



D228881.4 EC

Approved by the District Land Registrar, South Auckland No. 351560
Approved by the District Land Registrar, North Auckland, No. 4380/81
Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

EASEMENT CERTIFICATE

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

~~XXX~~ The AUCKLAND REGIONAL COUNCIL

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at
on the day of 19 under No. 181107
are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. 181107

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Lot 1	Shown marked "A" on Deposited Plan 181107	Lot 2 Deposited Plan 181107	106D/555

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

NIL

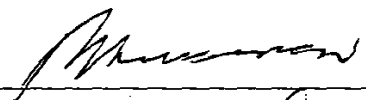
1. Rights and powers: NIL

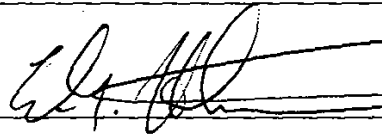
2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

NIL



THE COMMON SEAL of
the AUCKLAND REGIONAL
COUNCIL was hereunto
affixed in the presence of:

 Chairman

 Director
Secretariat

Dated this 14th day of August 19 97

Signed by the above named

in the presence of

Witness

Occupation

Address

EASEMENT CERTIFICATE

(IMPORTANT): Registration of this certificate does not of itself create any of the easements specified herein.

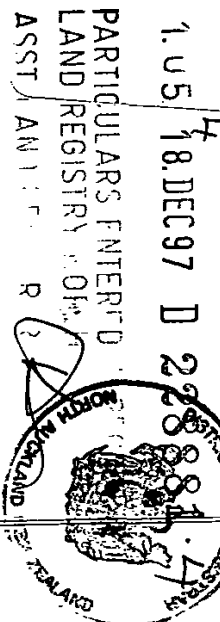
*Correct for the purposes of the
Land Transfer Act*

The within easements when created will be subject to Section 243(a) Resource Management Act 1991

to DHR

THE AUCKLAND REGIONAL
COUNCIL

AUCKLAND



LINZ COPY



D 457515.3 CONO

**CONSENT NOTICE ISSUED PURSUANT TO SECTIONS 221 AND 224 OF THE
RESOURCE MANAGEMENT ACT 1991**

1. **AUCKLAND REGIONAL COUNCIL** (the "Owner") is registered proprietor of an estate in fee simple in the parcel of land described in certificate of title 112B/585 (the "Land").
2. **THE FRANKLIN DISTRICT COUNCIL** (the "Council") granted a consent (file no. S98228) under the Resource Management Act 1991 on 27 October 1998 and varied on 22 December 1998 for the Owner's subdivision of the Land.
3. The consent is subject to the conditions in the schedule which are to be complied with on a continuing basis by the Owner and subsequent owners of lots 1 to 4 inclusive on deposited plan 196634 (the "Affected Lots").

Dated the

Twentieth

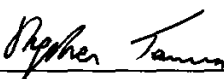
day of

October

1999

Checked 1-4 not
Lots 1-5 as on attached diag
with Grant Nicholson-Russell McVeagh
(1-4 correct) 10/12/99 EX.

**AUTHENTICATED by THE
FRANKLIN DISTRICT COUNCIL**
under section 252 of the Local
Government Act 1974:



S Tanna
Chief Executive



LEVELS ARE IN TERMS OF DODLI DATUM

NOTES

1. All manholes are 1050mm diameter unless otherwise shown
2. All pipes 300mm diameter and greater are RCRP, Class 'X'
3. All pipes 150mm diameter and greater are PVC Rubber Ring Joint

Station	Chainage	Spot Height	Reduced Level	Grade	Remarks
1	0+00	10.00	10.00	1:1	Start of road
2	0+10	10.10	10.10	1:1	
3	0+20	10.20	10.20	1:1	
4	0+30	10.30	10.30	1:1	
5	0+40	10.40	10.40	1:1	
6	0+50	10.50	10.50	1:1	
7	0+60	10.60	10.60	1:1	
8	0+70	10.70	10.70	1:1	
9	0+80	10.80	10.80	1:1	
10	0+90	10.90	10.90	1:1	
11	1+00	11.00	11.00	1:1	
12	1+10	11.10	11.10	1:1	
13	1+20	11.20	11.20	1:1	
14	1+30	11.30	11.30	1:1	
15	1+40	11.40	11.40	1:1	
16	1+50	11.50	11.50	1:1	
17	1+60	11.60	11.60	1:1	
18	1+70	11.70	11.70	1:1	
19	1+80	11.80	11.80	1:1	
20	1+90	11.90	11.90	1:1	
21	2+00	12.00	12.00	1:1	
22	2+10	12.10	12.10	1:1	
23	2+20	12.20	12.20	1:1	
24	2+30	12.30	12.30	1:1	
25	2+40	12.40	12.40	1:1	
26	2+50	12.50	12.50	1:1	
27	2+60	12.60	12.60	1:1	
28	2+70	12.70	12.70	1:1	
29	2+80	12.80	12.80	1:1	
30	2+90	12.90	12.90	1:1	
31	3+00	13.00	13.00	1:1	
32	3+10	13.10	13.10	1:1	
33	3+20	13.20	13.20	1:1	
34	3+30	13.30	13.30	1:1	
35	3+40	13.40	13.40	1:1	
36	3+50	13.50	13.50	1:1	
37	3+60	13.60	13.60	1:1	
38	3+70	13.70	13.70	1:1	
39	3+80	13.80	13.80	1:1	
40	3+90	13.90	13.90	1:1	
41	4+00	14.00	14.00	1:1	
42	4+10	14.10	14.10	1:1	
43	4+20	14.20	14.20	1:1	
44	4+30	14.30	14.30	1:1	
45	4+40	14.40	14.40	1:1	
46	4+50	14.50	14.50	1:1	
47	4+60	14.60	14.60	1:1	
48	4+70	14.70	14.70	1:1	
49	4+80	14.80	14.80	1:1	
50	4+90	14.90	14.90	1:1	
51	5+00	15.00	15.00	1:1	
52	5+10	15.10	15.10	1:1	
53	5+20	15.20	15.20	1:1	
54	5+30	15.30	15.30	1:1	
55	5+40	15.40	15.40	1:1	
56	5+50	15.50	15.50	1:1	
57	5+60	15.60	15.60	1:1	
58	5+70	15.70	15.70	1:1	
59	5+80	15.80	15.80	1:1	
60	5+90	15.90	15.90	1:1	
61	6+00	16.00	16.00	1:1	
62	6+10	16.10	16.10	1:1	
63	6+20	16.20	16.20	1:1	
64	6+30	16.30	16.30	1:1	
65	6+40	16.40	16.40	1:1	
66	6+50	16.50	16.50	1:1	
67	6+60	16.60	16.60	1:1	
68	6+70	16.70	16.70	1:1	
69	6+80	16.80	16.80	1:1	
70	6+90	16.90	16.90	1:1	
71	7+00	17.00	17.00	1:1	
72	7+10	17.10	17.10	1:1	
73	7+20	17.20	17.20	1:1	
74	7+30	17.30	17.30	1:1	
75	7+40	17.40	17.40	1:1	
76	7+50	17.50	17.50	1:1	
77	7+60	17.60	17.60	1:1	
78	7+70	17.70	17.70	1:1	
79	7+80	17.80	17.80	1:1	
80	7+90	17.90	17.90	1:1	
81	8+00	18.00	18.00	1:1	
82	8+10	18.10	18.10	1:1	
83	8+20	18.20	18.20	1:1	
84	8+30	18.30	18.30	1:1	
85	8+40	18.40	18.40	1:1	
86	8+50	18.50	18.50	1:1	
87	8+60	18.60	18.60	1:1	
88	8+70	18.70	18.70	1:1	
89	8+80	18.80	18.80	1:1	
90	8+90	18.90	18.90	1:1	
91	9+00	19.00	19.00	1:1	
92	9+10	19.10	19.10	1:1	
93	9+20	19.20	19.20	1:1	
94	9+30	19.30	19.30	1:1	
95	9+40	19.40	19.40	1:1	
96	9+50	19.50	19.50	1:1	
97	9+60	19.60	19.60	1:1	
98	9+70	19.70	19.70	1:1	
99	9+80	19.80	19.80	1:1	
100	9+90	19.90	19.90	1:1	
101	10+00	20.00	20.00	1:1	
102	10+10	20.10	20.10	1:1	
103	10+20	20.20	20.20	1:1	
104	10+30	20.30	20.30	1:1	
105	10+40	20.40	20.40	1:1	
106	10+50	20.50	20.50	1:1	
107	10+60	20.60	20.60	1:1	
108	10+70	20.70	20.70	1:1	
109	10+80	20.80	20.80	1:1	
110	10+90	20.90	20.90	1:1	
111	11+00	21.00	21.00	1:1	
112	11+10	21.10	21.10	1:1	
113	11+20	21.20	21.20	1:1	
114	11+30	21.30	21.30	1:1	
115	11+40	21.40	21.40	1:1	
116	11+50	21.50	21.50	1:1	
117	11+60	21.60	21.60	1:1	
118	11+70	21.70	21.70	1:1	
119	11+80	21.80	21.80	1:1	
120	11+90	21.90	21.90	1:1	
121	12+00	22.00	22.00	1:1	
122	12+10	22.10	22.10	1:1	
123	12+20	22.20	22.20	1:1	
124	12+30	22.30	22.30	1:1	
125	12+40	22.40	22.40	1:1	
126	12+50	22.50	22.50	1:1	
127	12+60	22.60	22.60	1:1	
128	12+70	22.70	22.70	1:1	
129	12+80	22.80	22.80	1:1	
130	12+90	22.90	22.90	1:1	
131	13+00	23.00	23.00	1:1	
132	13+10	23.10	23.10	1:1	
133	13+20	23.20	23.20	1:1	
134	13+30	23.30	23.30	1:1	
135	13+40	23.40	23.40	1:1	
136	13+50	23.50	23.50	1:1	
137	13+60	23.60	23.60	1:1	
138	13+70	23.70	23.70	1:1	
139	13+80	23.80	23.80	1:1	
140	13+90	23.90	23.90	1:1	
141	14+00	24.00	24.00	1:1	
142	14+10	24.10	24.10	1:1	
143	14+20	24.20	24.20	1:1	
144	14+30	24.30	24.30	1:1	
145	14+40	24.40	24.40	1:1	
146	14+50	24.50	24.50	1:1	
147	14+60	24.60	24.60	1:1	
148	14+70	24.70	24.70	1:1	
149	14+80	24.80	24.80	1:1	
150	14+90	24.90	24.90	1:1	
151	15+00	25.00	25.00	1:1	
152	15+10	25.10	25.10	1:1	
153	15+20	25.20	25.20	1:1	
154	15+30	25.30	25.30	1:1	
155	15+40	25.40	25.40	1:1	
156	15+50	25.50	25.50	1:1	
157	15+60	25.60	25.60	1:1	
158	15+70	25.70	25.70	1:1	
159	15+80	25.80	25.80	1:1	
160	15+90	25.90	25.90	1:1	
161	16+00	26.00	26.00	1:1	
162	16+10	26.10	26.10	1:1	
163	16+20	26.20	26.20	1:1	
164	16+30	26.30	26.30	1:1	
165	16+40	26.40	26.40	1:1	
166	16+50	26.50	26.50	1:1	
167	16+60	26.60	26.60	1:1	
168	16+70	26.70	26.70	1:1	
169	16+80	26.80	26.80	1:1	
170	16+90	26.90	26.90	1:1	
171	17+00	27.00	27.00	1:1	
172	17+10	27.10	27.10	1:1	
173	17+20	27.20	27.20	1:1	
174	17+30	27.30	27.30	1:1	
175	17+40	27.40	27.40	1:1	
176	17+50	27.50	27.50	1:1	
177	17+60	27.60	27.60	1:1	
178	17+70	27.70	27.70	1:1	
179	17+80	27.80	27.80	1:1	
180	17+90	27.90	27.90	1:1	
181	18+00	28.00	28.00	1:1	
182	18+10	28.10	28.10	1:1	
183	18+20	28.20	28.20	1:1	
184	18+30	28.30	28.30	1:1	
185	18+40	28.40	28.40	1:1	
186	18+50	28.50	28.50	1:1	
187	18+60	28.60	28.60	1:1	
188	18+70	28.70	28.70	1:1	
189	18+80	28.80	28.80	1:1	
190	18+90	28.90	28.90	1:1	
191	19+00	29.00	29.00	1:1	
192	19+10	29.10	29.10	1:1	
193	19+20	29.20	29.20	1:1	
194	19+30	29.30	29.30	1:1	
195	19+40	29.40	29.40	1:1	
196	19+50	29.50	29.50	1:1	
197	19+60	29.60	29.60	1:1	
198	19+70	29.70	29.70	1:1	
199	19+80	29.80	29.80	1:1	
200	19+90	29.90	29.90	1:1	
201	20+00	30.00	30.00	1:1	
202	20+10	30.10	30.10	1:1	
203	20+20	30.20	30.20	1:1	
204	20+30	30.30	30.30	1:1	
205	20+40	30.40	30.40	1:1	
206	20+50	30.50	30.50	1:1	
207	20+60	30.60	30.60	1:1	
208	20+70	30.70	30.70	1:1	
209	20+80	30.80	30.80	1:1	
210	20+90	30.90	30.90	1:1	
211	21+00	31.00	31.00	1:1	
212	21+10	31.10	31.10	1:1	
213	21+20	31.20	31.20	1:1	
214	21+30	31.30	31.30	1:1	
215	21+40	31.40	31.40	1:1	
216	21+50	31.50	31.50	1:1	
217	21+60	31.60	31.60	1:1	
218	21+70	31.70	31.70	1:1	
219	21+80	31.80	31.80	1:1	
220	21+90	31.90	31.90	1:1	
221	22+00	32.00	32.00	1:1	
222	22+10	32.10	32.10	1:1	
223	22+20	32.20	32.20	1:1	
224	22+30	32.30	32.30	1:1	
225	22+40	32.40	32.40	1:1	
226	22+50	32.50	32.50	1:1	
227	22+60	32.60	32.60	1:1	
228	22+70	32.70			

SCHEDULE
(the conditions)

1. Any effluent disposal system to be located on the Affected Lots shall be designed and constructed in accordance with the recommendations of the Engineering Report submitted with the subdivision application prepared by Ormiston Associates Limited, dated August 1998 and the additional information contained in the letter from Ormiston Associates Limited to Cato Consultants dated 6 October 1998. Copies of the report and letter are held at the offices of the Council, Manukau Rd, Pukekohe.
2. There is a 1% AEP storm overland flow path running through the Affected Lots and construction of any building, fence, hedge or other like structure that may inhibit this flow within the overland flow path is restricted. The location of the flow path is shown on the copy of the as built plan attached to this consent notice.

1058 01 DEC 98 09:53:12

LINZ COPY



PRODUCED 1028 01.DEC99 D 457515.3
ENTERED 9.00 14.12.99

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
for REGISTRAR - GENERAL OF LAND



✓

D 470748.1 T



TRANSFER
Land Transfer Act 1952



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

NORTH AUCKLAND

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

125C

740

All

Transferor Surnames must be underlined or in CAPITALS

HUNUA DEVELOPMENT LIMITED

Transferee Surnames must be underlined or in CAPITALS

HUNUA DEVELOPMENT LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

See Annexure Schedule

Consideration

\$1

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 **17** day of **JANUARY 2000**

Attestation

**HUNUA DEVELOPMENT
LIMITED by:**

[Signature]

Director **JEAN WILSON**

[Signature]

Director **BRUCE WILSON**

Signature, or common seal of Transferor

Signed in my presence by the Transferor
Signature of Witness

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

Witness name

Occupation

Address

Certified correct for the purposes of the Land Transfer Act 1952

~~Noted that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1974.~~
(DELETE INAPPLICABLE CERTIFICATE)

REF. 4135 /2

[Signature]

Solicitor for the Transferee

□

Annexure Schedule

TRANSFER

Dated

17 JANUARY 2000

Page

1

of

5

Pages



CONTINUATION OF ATTESTATION

Execution by the Transferee

HUNUA DEVELOPMENT LIMITED

by:

Director DEAN WILSON

Director BRUCE WILSON

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

17 JANUARY 2000

Page

2

of

5

Pages

CONTINUATION OF ESTATE OR INTEREST OR EASEMENT TO BE CREATED

Definitions

1. In this memorandum, unless the context requires otherwise:

"Benefiting Lots" means all of lots 1 to 4 on Deposited Plan 196634 (North Auckland Registry).

"Covenanting Lots" means lots 1 to 4 on Deposited Plan 196634 (North Auckland Registry).

"Covenants" means the Covenants recorded in this memorandum of transfer.

"Dwelling" means a single private residential dwelling house, together with any garages and outbuildings usually associated with and appurtenant to a residential dwelling house.

"Land" means Lot 2 on Deposited Plan 196634 (North Auckland Registry).

"Neighbours" means the registered proprietors from time to time of the Benefiting Lots but excluding the Transferee.

"Transferee" means the transferee in this memorandum of transfer, and such transferee's successors in title and assigns registered as proprietor of the Land from time to time, but excludes any Transferee once such party ceases to be registered as proprietor of the Land.

"Transferor" means Hunua Development Limited.

Transferee to comply

2. The Transferee shall comply with all of the provisions of the Covenants.

Benefiting Lots

3. The Transferee acknowledges and agrees that the Covenants are for the benefit of all of the Benefiting Lots, and that the Transferor and the Neighbours shall be able to enforce the observance of the Covenants by the Transferee.
4. The Transferee agrees that the Covenants are intended to bind the Transferee's successors in title and assigns, and that the Covenants shall continue in perpetuity, and are intended to bind the registered proprietors from time to time of each of the Covenanting Lots.
5. The Transferee acknowledges that the Covenants are being registered against the certificates of title for all of the Covenanting Lots.

Purposes of the Covenants

6. The Covenants are intended to enhance and protect the amenity value of the Benefiting Lots, and to promote the maintenance of the character and value of properties at Hunua.

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: DW, BAW, GLN

□

Annexure Schedule



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

Transfer

Dated 17 JANUARY 2000

Page 3 of 5 Pages

Construction of dwelling

7. The Transferee shall not erect or place, or suffer or permit to be erected or placed, on the Land any Dwelling:
- (a) unless the Dwelling shall have a minimum floor area of at least 130m² (including the floor area of any closed in garage, to a maximum of 40m², irrespective of whether any such garage shall have a larger floor area);
 - (b) with less than two hips or two gables in the roofline;
 - (c) in the shape of a simple square or rectangle;
 - (d) with a flat roof for more than 10% of all roofs (measured by land or floor area covered).
8. The Transferee shall not erect or place, or suffer or permit to be erected or placed, any caravan, hut or shed on the Land for any permanent or temporary use of any kind.
9. The Transferee shall use reasonable endeavours to ensure that any Dwelling constructed on the Land blends with the rural nature of the surrounding area, to ensure that a pleasing and aesthetically compatible appearance is maintained for the benefit of all the Benefiting Lots.
10. The Transferor may, while the Transferor remains the registered proprietor of any of the Benefiting Lots, in its absolute discretion elect to waive the requirements of clauses 7, 8, and 9, on such terms as the Transferor considers appropriate.

Programme

11. The Transferee will complete the construction of any Dwelling on the Land within nine months after commencement of construction of such dwelling.

Prohibited materials and methods

12. The Transferee shall not construct any Dwelling or other structure on the Land, using any of the following exterior materials, finishes and construction methods:
- (a) uncoated fibre cement materials;
 - (b) exposed plywood or ply products;
 - (c) untreated, unpainted framing timbers;
 - (d) unpainted corrugated galvanised steel;
 - (e) unfinished in-situ concrete and concrete block;
 - (f) second hand or used building materials;
 - (g) unlandscaped bare earth, clay or gravel;

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]

□

Annexure Schedule



Insert below

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

Transfer

Dated 17 JANUARY 2000

Page 4 of 5 Pages

(h) exposed foundations or un-surfaced retaining walls.

13. The Transferor may, while the Transferor remains the registered proprietor of any of the Benefiting Lots, in its absolute discretion elect to waive any or all of the requirements of clause 12, on such terms as the Transferor considers appropriate.

No alterations or modifications

14. Where the Transferee has constructed a Dwelling or other improvements on the Land, the Transferee shall not undertake any works which may alter or modify the architectural details or site elements of such Dwelling or other improvements, without complying with the Covenants.

Landscaping requirement

15. The Transferee shall on the completion of any Dwelling on the Land landscape the grounds appurtenant to such Dwelling with (by way of example and without limitation) paved patios, steps, walls, pergolas, lawns, shrubs, and trees, provided that such landscaping shall include at least 6 trees, each of a minimum height of 1.5 metres.

Residential use only

16. The Transferee will use the Land only for residential purposes.

17. The Transferee shall not use or permit the Land to be used for:

- (a) poultry farming or pig farming, and shall not permit or suffer the placing or erection upon the Land of any buildings or amenities normally associated with such activities;
- (b) commercial horticultural purposes, and shall not permit or suffer the placing or erection on the Land of any glass house, plastic house, shade house or other improvement associated with or used for horticultural or other commercial purposes.

Maintenance of Land

18. The Transferee will at all times keep the Land and all structures and improvements thereon in good order and repair and shall not permit or suffer any rubbish to accumulate upon the Land.

Comply with all applicable laws

19. The Transferee shall at all times comply with the provisions of all statutes, regulations and the requirements of all relevant local or territorial authorities with respect to any construction or other building works undertaken by the Transferee on the Land, and shall obtain all necessary consents required for all such works undertaken on 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.

Deo BAW BAN

□

Annexure Schedule



Insert below

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

Transfer

Dated **17 JANUARY 2000**

Page **5** of **5** Pages

Remedy

20. If there should be a breach or non-observance of any of the stipulations and restrictions contained in the Covenants ("**Breach**") then the Transferor or the Neighbours (jointly or severally) may give a written notice to the Transferee ("**Notice**") identifying the Breach and requiring the Transferee to remedy the Breach within a reasonable time, but in any event within 90 days of receiving the Notice.
21. Upon receipt of a Notice, the Transferee shall promptly:
- (i) remove or cause to be removed from the Land any second hand or used dwelling, garage, carport, building or other structure erected or placed on the Land; or
 - (ii) replace any inappropriate building materials used; or
 - (iii) undertake any other works as may be required to remedy such Breach.
22. Without prejudice to any other liability which the Transferee may have to the Transferor or to the Neighbours, the Transferee will, upon written demand being made, pay to the Neighbours (in equal shares) as liquidated damages the sum of \$100 per day for each and every day that such Breach continues after the date upon which written demand has been made as aforesaid.
23. If the Transferee fails to remedy the Breach in accordance with clause 21 within a reasonable time of receiving written demand, then the Neighbours shall be entitled (but not obliged) to undertake all works required to remedy the Breach, and to enter upon the Land at all reasonable times to execute such works. All moneys expended by the Neighbours in completing required remedial works shall be promptly payable by the defaulting Transferee upon demand.

Indemnity

24. The Transferee shall indemnify the Transferor and the Neighbours from and against any and all proceedings, costs, claims or expenses suffered or incurred by the Transferor or the Neighbours as a result of any breach or non-observance of any of the provisions of the Covenants by the Transferee.

Transferor and Neighbours not liable

25. The Transferor and the Neighbours shall not be required, or obliged, to enforce any or all of the Covenants, and shall not be liable to the Transferee or to any other party for any breach thereof by the Transferee or by any occupiers for the time being of 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.

AW BAW GRN

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



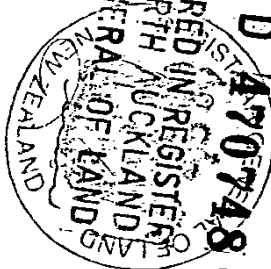
TRANSFER

Land Transfer Act 1952

Law Firm Acting
Russell McVeagh McKenzie Bartleet & Co (G R Nicholson) PO Box 8 Auckland 51-53 Shortland Street Auckland

Auckland District Law Society
REF: 4135 /4

303 19.JAN00 D 470748.1
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
for REGISTRAR-GENERAL OF LAND
1250/740
L/C



LNZ COPY

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

