

D 425236.1 T

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

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, etc.*

✓ 123B	610 to		
✓ 123B	6332 (inclusive)	All	
✓ 123B	637	All	
✓ 123B	638	All	

Transferor Surnames must be underlined

Taipa View Limited

Transferee Surnames must be underlined

Taipa View 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 land covenants (continued on page 2 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 23rd day of August 1999

Attestation

Taipa View Limited by its
sole Director



Per Fridlew Lugnet

Signature or common seal of Transferor

Signed in my presence by the Transferor and the Transferee
Signature of Witness

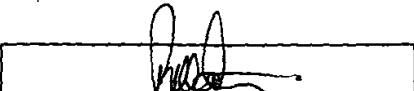
Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name RICHARD N. MARTIN
Occupation Solicitor
Address Wellington

Address

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 1971.


Solicitor for the Transferee

Annexure Schedule

Insert below:-

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

Transfer

dated

23 8 1999

page

2

of

6

pages

Continuation of "Estate or Interest or Easement to be created"

WHEREAS

1. The Transferor when registered as proprietor of the land formerly contained in Certificate of Title 112A/389 subdivided part of the land therein into Lots pursuant to a rural/residential scheme of subdivision in the manner shown and defined on Deposited Plan 195263 ("the Subdivision").
2. It is the Transferor's intention to create by way of land covenants certain restrictions and stipulations over certain titles contained in the Subdivision in favour of other titles contained in the Subdivision such that the owners of the titles having the benefit of the land covenants shall be able to enforce the observance of the stipulations and restrictions against the owners of the titles expressed to be subject to the land covenants.

NOW THEREFORE

1.0 Preservation of View Covenants

- 1.1 As incidental to the transfer of the certificates of title in Column B of Schedule I ("the Schedule I Servient Titles") the Transferee so as to bind each such title for the benefit of the certificate of title which appears in the same row of Column A of Schedule I ("the Schedule I Dominant Titles") does hereby covenant and agree so as to bind itself and its successors in title:-

Not to plant construct or erect or permit to be planted constructed or erected on the land in any of the Schedule I Servient Titles any tree, shrub or plant, or building or structure, or any combination of these which obstructs more than 20% of the view

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

23

8

1999

page

3

of

6

pages

over the land in the Schedule I Servient Titles along a horizontal sight plane taken from ground level at the highest point of the ridge on the Schedule I Dominant Title, which ridge runs east-west across the land in the Schedule I Dominant Title approximately 40 metres south of the northern (roadway) boundary.

- 1.2 As incidental to the transfer of the certificates of title in Column B of Schedule II (the Schedule II Servient Titles) the Transferee so as to bind each such title for the benefit of the certificates of title which appear in Column A of Schedule II does hereby covenant and agree so as to bind itself and its successors in title:-

Not to grow or permit to be grown any tree plant or shrub on any part of the land in any of the Schedule II Servient Titles to a height which exceeds by any more than 6 metres the highest point of the ridge on the respective Schedule II Servient Title, which ridge runs east-west across the land in the Schedule II Servient Title approximately 40 metres south of the northern (roadway) boundary.

- 1.3 As incidental to the transfer of the certificates of title in column B of Schedule III (the Schedule III Servient Titles) the Transferee so as to bind each such title for the benefit of the certificate of title which appears in the same row of column A of Schedule III (the Schedule III Dominant Titles) does hereby covenant and agree so as to bind itself and its successors in title:-

Not to plant or permit to be planted or grow or permit to be grown within 2 metres of and along more than 20% of the boundary which is common to the Schedule III Servient Title and the Schedule III Dominant Title any tree plant or shrub which, when fully grown, exceeds by more than 2 metres the height of the ridge-line at the point of the said common boundary such ridge-line running east-west across the land in the Schedule III Servient Title and Dominant Title approximately 40 metres south of the northern (roadway) boundary.

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.



GAULT MITCHELL
LAWYERS

PARTNERS

JOHN CLAYTON MEO, LL.B.
ALLAN ROSS MARSHALL, LL.B. (HONS.)
RICHARD NORMAN MARTIN, LL.B.
ANDREW KINLEY ORMOND HENDERSON, LL.B.

CONSULTANT

JOHN ADAM WILSON, LL.B., QSO

LEVEL 4
NATURAL GAS CORPORATION HOUSE
22 THE TERRACE
WELLINGTON, NEW ZEALAND

P.O. BOX 645, WELLINGTON
DX SP26507
TELEPHONE: (04) 472-5074
FAX: (04) 471-0835

E-MAIL: mm@gaultmitchell.co.nz

PLEASE REFER TO: Mr R N Martin

OUR REF: 30567/6

17 August 1999

BY COURIER

The District Land Registrar
LINZ Auckland Regional Office
Price Waterhouse Building
41-43 Federal Street
AUCKLAND

ATTENTION: Nanu

Dear Sir

TAIPA VIEW LIMITED – REGISTRATION
PLAN REFERENCE: DP 195263
DEALING: 409886

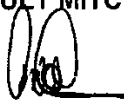
URGENT
please.

We now **enclose** the Transfer creating the stormwater drainage easement in gross, having clarified the servient tenement details regarding the area marked "G" on Lot 31, taking into account that Lot 31 will be divided into shares and ownership vested in the other titles.

We apologise for the inconvenience, and would be grateful if the issue of the titles could now be expedited.

Thank you in anticipation.

Yours faithfully
GAULT MITCHELL



Richard Martin
Partner

Enc

Annexure Schedule

Insert below:-

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

Transfer

dated

23

8

1999

page

4

of

6

pages

2.0 Building Covenants

2.1 As incidental to the transfer of each of the certificates of title herein the Transferee so as to bind each title individually for the joint and several benefit of all the other titles transferred herein does hereby covenant and agree so as to bind itself and its successors in title:-

- 2.1.1 (i) Only to erect a new dwelling on the land or else meet the terms of clause 2.1.3;
- (ii) When constructing a new dwelling only to use high quality building materials with the roof having a pre-painted finish or constructed from permanent materials;
- (iii) To fully enclose and cover in the dwelling within 18 months of the laying of the foundations for the dwelling;
- (iv) Not to occupy or use as a residence the dwelling until it has been substantially completed.

2.1.2 The Transferee shall not erect or place or permit to be erected or placed upon the land any caravan, hut, tent or shed to be used as a dwelling except such as may be used in conjunction with the construction of a permanent dwelling and which will be removed from the land upon completion of the construction work for the permanent dwelling.

2.1.3 The Transferee shall not erect or place nor permit to be erected or placed upon the land any secondhand building of any kind whether a dwelling house,

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.

2 Jan

Annexure Schedule

Insert below:-

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

Transfer

dated

23/8/1999

page

5

of

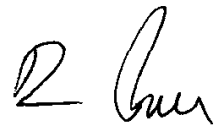
6

pages

garage, flat, carport or any other structure unless the prior written consent of the Transferor has been given. The Transferor shall have complete discretion in granting or declining approval and its primary objective in reviewing applications will be to ensure that an overall high standard of buildings is established and maintained.

- 2.1.4 The Transferee shall not permit to be brought on to or remain on the land any materials, debris, rubbish, trade vehicles, trade equipment or trade signs other than may be reasonably necessary during the time building is in progress 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.



Annexure Schedule

Insert below:-

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

Transfer

dated

23 8

1999

page

6

of

6

pages

SCHEDULE I

Column A Title reference of land receiving benefit of land covenant in clause 1.1 (the Schedule I Dominant Titles)	Column B Title reference of land subject to land covenant in clause 1.1 (the Schedule I Servient Titles)
123B/624	123B/620 123B/621 123B/622 123B/623
123B/625	123B/617 123B/619 123B/620 123B/621
123B/626	123B/616 123B/617 123B/618
123B/627	123B/614 123B/615 123B/616 123B/617
123B/628	123B/613 123B/614 123B/615 123B/616
123B/629	123B/611 123B/612 123B/613 123B/614
123B/630	123B/610 123B/611 123B/612
123B/631	123B/610 123B/611 123B/612
123B/632	123B/610 123B/611 123B/612

SCHEDULE II

Column A Title reference of land receiving benefit of land covenant in clause 1.2 (the Schedule II Dominant Titles)	Column B Title reference of land subject to land covenant in clause 1.2 (the Schedule II Servient Titles)
All the titles in the Subdivision, being 123B/610 to 123B/638 (inclusive), 123B/641 and 123B/642	123B/624 to 123B/632 (inclusive)

SCHEDULE III

Column A Title reference of land receiving benefit of land covenant in clause 1.3 (the Schedule III Dominant Titles)	Column B Title reference of land subject to land covenant in clause 1.3 (the Schedule III Servient Titles)
123B/627	123B/628
123B/628	123B/627 123B/629
123B/629	123B/628 123B/630
123B/630	123B/629

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

TRANSFER

Dated

Page

of

Pages

BLANK

007680 C 000000 0000

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.

R. Gaur

TRANSFER

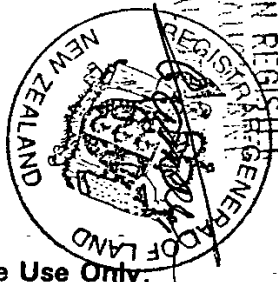
Land Transfer Act 1952

Gault Mitchell
Lawyers
WELLINGTON
(R N Martin)

*Transfer containing
Local Content*

ht

all title



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND
FOR REGISTRAR-GENERAL

9.00 31.AUG99 D 425236

 LINZ COPY