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**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**

Nelson

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

<del>13B</del> 553	<del>All</del>	(continued on Page 2 Annexure Schedule)
13B 554	All	
13B 555	All	

**Transferor Surnames must be underlined**

MAPUA ESTATES LIMITED

**Transferee Surnames must be underlined**

MAPUA ESTATES 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 Covenant

**Consideration**


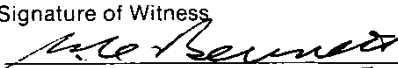
\$1.00

**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 14<sup>th</sup> day of March 2000

**Attestation**

 (DIRECTOR)	Signed in my presence by the Transferor    by <b>Russell Lenard Hamilton Green</b> as Director Signature of Witness  Witness to complete in <b>BLOCK</b> letters (unless typewritten or legibly stamped) Witness name <b>G. C. Bennett</b> Occupation <b>Solicitor</b> Address <b>Auckland</b>
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 INAPPLICABLE CERTIFICATE)

  
**Solicitor for the Transferee**

# Annexure Schedule

**TRANSFER**

Dated

14. 3. 2000

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Continuation of "Certificate of Title No"

<b>Certificate of Title No.</b>	<b>All or Part</b>
13B/556	All
13B/557	All
13B/558	All
13B/559	All
13B/560	All
13B/561	All
13B/562	All
13B/563	All
13B/564	All
13B/565	All
13B/566	All
13B/567	All
13B/568	All
13B/569	All
13B/570	All
13B/571	All
<del>13B/572</del>	<del>All</del>

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

**WHEREAS** it is the Transferor's intention to create the Land Covenants set out in Schedule "B" (called "the Land Covenant") so that the allotments as set out as Servient Tenements in Schedule "C" (called "the Servient Tenements") shall be subject to the Restrictive Covenant and the owner or occupier for the time being of each of the Servient Tenements shall be bound by the Restrictive Covenant and that the respective owners and occupiers for the time being of each of the Lots as set out as Dominant Tenements in Schedule "C" (called "the Dominant Tenements") may be able to enforce the observance of such stipulations

**AND WHEREAS** Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey to himself

**AND WHEREAS** Section 126(A) of the Property Law Act 1952 provides that a Covenant for the purposes of or incidental to any conveyance of property made by a registered proprietor with himself shall be as valid as if made with another

**AND WHEREAS** the Transferor is desirous of conveying the allotments as set out in Schedule "A" to the Transferee for the consideration appearing and the Transferee is desirous of accepting such conveyance and of entering into the covenant on the part of the Transferee hereinafter contained

**NOW THEREFORE IN PURSUANCE OF THE SAID AGREEMENT** and **IN CONSIDERATION** of the sum of **ONE DOLLAR (\$1.00)** paid by the Transferee to the Transferor (the receipt of which sum is hereby acknowledged) the Transferor **DOETH HEREBY TRANSFER** to the Transferee all its estate and interest in the land described in Schedule "A" hereto and as

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.

*RO. [Signature]*

**Annexure Schedule**

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age", "Transfer", "Lease" etc

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

incidental to and for the purposes of the said Transfer so as to bind the land described as the Servient Tenements AND for the benefit of all the land described as the Dominant Tenements the Transferee **DOIT HEREBY COVENANT AND AGREE** with the Transferor in the manner set out in the Land Covenant so that the Land Covenant shall forever bind the Servient Tenements and shall forever be appurtenant to the Dominant Tenements **AND THE PARTIES HERETO REQUEST** the District Land Register to enter and note the Land Covenant hereto on the Certificates of Title in respect of the Lots set out as the Dominant Tenements and the Servient Tenements in Schedule "C"

**SCHEDULE A**

**CERTIFICATE OF TITLE**

**LOT & DEPOSITED PLAN**

~~13B/553~~

~~Lot 14 D.P. 20020~~

13B/554

Lot 15 D.P. 20020

13B/555

Lot 16 D.P. 20020

13B/556

Lot 17 D.P. 20020

13B/557

Lot 18 D.P. 20020

13B/558

Lot 19 D.P. 20020

13B/559

Lot 20 D.P. 20020

13B/560

Lot 21 D.P. 20020

13B/561

Lot 22 D.P. 20020

13B/562

Lot 23 D.P. 20020

13B/563

Lot 24 D.P. 20020

13B/564

Lot 25 D.P. 20020

13B/565

Lot 39 D.P. 20020

13B/566

Lot 40 D.P. 20020

13B/567

Lot 41 D.P. 20020

13B/568

Lot 42 D.P. 20020

13B/569

Lot 43 D.P. 20020

13B/570

Lot 44 D.P. 20020

13B/571

Lot 45 D.P. 20020

**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

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## SCHEDULE B

The Transferee for itself its successors in title and the registered proprietors for the time being of the Lots listed in Schedule C as servient tenements ("the land") agrees

1. Not to erect or place or commence to do so or permit to be erected or placed on the Land any dwellinghouse or outbuilding;
  - (a) for which a Building Consent has not been issued
  - (b) which does not comply with the building requirements for the time being in force by the appropriate Authority
  - (c) the plans of which are not approved by Mapua Estates Limited or its appointed nominee provided that approval will not be unreasonably withheld where the design cladding materials roofing and colour scheme are in the opinion of Mapua Estates Limited or its nominee in harmony with the standard and style of the subdivision
  - (d) and in respect of Lots 19, 20, 21 and 24 any building other than a single storey above existing ground level with medium pitched roof
2.
  - (a) not to use or permit to be used in any buildings on the said land any second-hand materials nor as the major component for outer wall sheathing of dwellings any flat fibrelite or flat asbestos cement. Plywood sheathing is only to be used in conjunction with battens at maximum 300 mm centres with the exception of shadow clad or cedar ply with deep grooves
  - (b) not to leave any roof or cladding other than timber unpainted for longer than six months
3. Not without the approval of Mapua Estates Limited or its appointed nominee to erect or move onto the said land any dwelling house or any other building which has been previously occupied or any transportable home being a dwelling house substantially constructed elsewhere for transportation to a building site.
 

Approval under this Clause will only be given if Mapua Estates Limited or its appointed nominee is satisfied that the building design cladding materials roofing and colour scheme are in harmony with the standard style of the subdivision. Conditions of approval may include the requirement for a completion bond
4. Not without the approval of Mapua Estates Limited or its appointed nominee to erect or place on the land any form of temporary accommodation (e.g. caravan

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"Easement", "Transfer", "Lease" etc

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etc) other than a builder's shed for the purpose of the builder's usual day to day use which is to be removed upon completion of the dwelling.

Approval under this Clause will only be given if Mapua Estates Limited or its nominee is satisfied that the proposal will not detract from the amenities of the neighbourhood and screening may be required as a condition of approval

5. Not bring on or allow to remain on the land any caravans buses or derelict vehicles (being vehicles without current registration and warrant of fitness) unless suitably garaged or screened to preserve the amenities of the neighbourhood
6. Not to keep or allow poultry or pigs on the land other than for the purchaser's domestic purposes
7. Not to allow the regrowth of gorse or other noxious weeds to develop. In the event of the Purchaser failing to control the growth of noxious weeds on the land then for a period of five years from the date hereof Mapua Estates Limited or its appointed nominee is hereby granted the right to enter onto the land as an invitee and at the cost of the purchaser to take action to eliminate or otherwise control the noxious weed growth
8. Not to breach the conditions of the Subdivision consent in respect of Plan No. 20020 which are contained in the Consent Notice under Section 221 of the Resource Management Act registered against the title herein sold
9. Not to allow the growth of any trees on the land to reach a height where they obstruct restrict or impair the views existing at 1st January 2000 from any of the other designated building sites on the subdivision plan
10. Any disputes which arise between owners under this covenant will initially be resolved by reference to Mapua Estates Limited whose decision shall be final and binding on all parties and after 1 March 2004 will be determined by reference to a single arbitrator appointed by the then President of the New Zealand Institute of Landscape Architects

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SCHEDULE C

SERVIENT TENEMENTS

DOMINANT TENEMENTS

~~Lot 14~~

~~Lots 15 to 25 inclusive and Lots 39 to 45 inclusive~~

Lot 15

*ab*

Lot ~~14~~, 16 to 25 inclusive and Lots ~~46~~ 39 to 45 inclusive

*ab*

Lot 16

*ab*

Lots ~~14~~; 15, 17 to 25 inclusive and Lots 39 to 45 inclusive

Lot 17

*ab*

Lots ~~14~~, 15, 16, 18 to 25 inclusive and and Lots 39 to 45 inclusive

Lot 18

*ab*

Lots <sup>15</sup>~~14~~ to 17 inclusive, Lots 19 to 25 inclusive and Lots 39 to 45 inclusive

Lot 19

*ab*

Lots <sup>15</sup>~~14~~ to 18 inclusive, Lots 20 to 25 inclusive and Lots 39 to 45 inclusive

Lot 20

*ab*

Lots <sup>15</sup>~~14~~ to 19 inclusive, Lots 21 to 25 inclusive and Lots 39 to 45 inclusive

Lot 21

*ab*

Lots <sup>15</sup>~~14~~ to 20 inclusive, Lots 22 to 25 inclusive and Lots 39 to 45 inclusive

Lot 22

*ab*

Lots <sup>15</sup>~~14~~ to 21 inclusive, Lots 23, 24, 25 and Lots 39 to 45 inclusive

Lot 23

*ab*

Lots <sup>15</sup>~~14~~ to 22 inclusive, Lots 24, 25 and Lots 39 to 45 inclusive

Lot 24

*ab*

Lots <sup>15</sup>~~14~~ to 23 inclusive, Lot 25 and Lots 39 to 45 inclusive

Lot 25

*ab*

Lots <sup>15</sup>~~14~~ to 24 inclusive and Lots 39 to 45 inclusive

Lot 39

*ab*

Lots <sup>15</sup>~~14~~ to 25 inclusive and Lots 40 to 45 inclusive

Lot 40

*ab*

Lots <sup>15</sup>~~14~~ to 25 inclusive, Lot 39 and Lots 41 to 45 inclusive

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- Lot 41 *AS* Lots ~~24~~<sup>15</sup> to 25 inclusive, Lots 39, 40 and Lots 42 to 45 inclusive
- Lot 42 Lots ~~24~~<sup>15</sup> to 25 inclusive, Lots 39, 40, 41, 43, 44 and 45
- Lot 43 *AS* Lots ~~24~~<sup>15</sup> to 25 inclusive, Lots 39 to 42 inclusive and Lots 44 and 45
- Lot 44 *AS* Lots ~~24~~<sup>15</sup> to 25 inclusive, Lots 39 to 43 inclusive and Lot 45
- Lot 45 *AS* Lots ~~24~~<sup>15</sup> to 25 inclusive, and Lots 39 to 44 inclusive

SIGNED by MAPUA ESTATES LIMITED  
as Transferee by Russell Lenard  
Hamilton Green as Director in the  
presence of:-

*RLG* (DIRECTOR)

*G. C. Bennett  
Solicitor  
Auckland*

G. C. Bennett  
Solicitor  
Auckland

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*RLG*



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

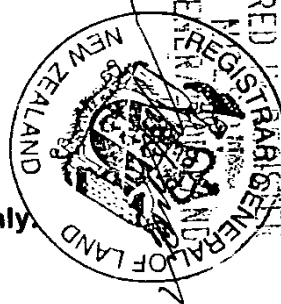
# TRANSFER

Land Transfer Act 1952

Law Firm Acting
BENNETT VOLLEMAERE SOLICITORS AUCKLAND

Auckland District Law Society  
REF: 4135

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



PARTICULARS ENTERED  
LAND REGISTRY  
FOR REGISTRAR - GENERAL

11.15 09.MAY00

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