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**TRANSFER**

Land Transfer Act 1952

This page does not form part of the Transfer.

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**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**

13C	704	All	(continued on Page 2 Annexure Schedule)
13C	705	All	
13C	706	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  
(continued on Pages 2, 3, 4, 5 and 6 Annexure Schedules)

**Consideration**


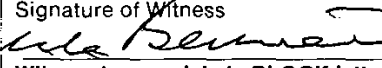
\$1.00

**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.

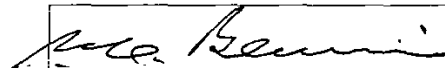
Dated this 12<sup>th</sup> day of February 2001

**Attestation**

	Signed in my presence by the Transferor	by <b>Russell Lenard Hamilton Green</b> as Director
	Signature of Witness	
	<b>Witness to complete in BLOCK letters (unless typewritten or legibly stamped)</b>	
	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 1971.  
(DELETE INAPPLICABLE CERTIFICATE)

  
Solicitor for the Transferee

## Annexure Schedule

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

Transfer

Dated

12<sup>th</sup> February 2001

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of

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Pages

Continuation of "Certificate of Title No"

Certificate of Title No.

All or Part

<del>13C/706</del>	All	AD
13C/707	All	
13C/708	All	
13C/709	All	
13C/710	All	
13C/711	All	
13C/712	All	
13C/713	All	
13C/714	All	
13C/715	All	
13C/716	All	

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 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 **DOETH HEREBY COVENANT AND AGREE** with the

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.

AD .      AD

**Annexure Schedule**

Insert below

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

Transfer

Dated

12<sup>th</sup> February 2001

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

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 Registrar 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**

<b>CERTIFICATE OF TITLE</b>	<b>LOT &amp; DEPOSITED PLAN</b>
13C/704	Lot 26 D.P. 20482
13C/705	Lot 27 D.P. 20482
13C/706	Lot 28 D.P. 20482
13C/707	Lot 29 D.P. 20482
13C/708	Lot 30 D.P. 20482
13C/709	Lot 31 D.P. 20482
13C/710	Lot 32 D.P. 20482
13C/711	Lot 33 D.P. 20482
13C/712	Lot 34 D.P. 20482
13C/713	Lot 35 D.P. 20482
13C/714	Lot 36 D.P. 20482
13C/715	Lot 37 D.P. 20482
13C/716	Lot 38 D.P. 20482

**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

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**Annexure Schedule**

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

Transfer

Dated 12<sup>th</sup> February 2001

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

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 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 fibrolite 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

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 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 to bring on or allow to remain on the land any caravans buses or derelict

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**Annexure Schedule**

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

Transfer

Dated 12<sup>th</sup> February 2001

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

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 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. 20482 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 exsiting at 1 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 arbitratotr appointed by the then President of the New Zealand Institute of Landscape Architects

**SCHEDULE C**

**SERVIENT TENEMENTS**

**DOMINANT TENEMENTS**

Lot 26	Lots 27 to 38 inclusive
Lot 27	Lot 26 and Lots 28 to 38 inclusive
Lot 28	Lots 26, 27 and Lots 29 to 38 inclusive
Lot 29	Lots 26, to 28 inclusive and Lots 30 to 38 inclusive

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Annexure Schedule

TRANSFER

Dated

12<sup>th</sup> February 2001

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Pages

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

**SERVIENT TENEMENTS**

**DOMINANT TENEMENTS**

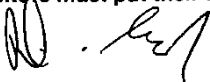
Lot 30	Lots 26 to 29 inclusive and Lots 31 to 38 inclusive
Lot 31	Lots 26 to 30 inclusive and 32 to 38 inclusive
Lot 32	Lots 26 to 31 inclusive and Lots 33 to 38 inclusive
Lot 33	Lots 26 to 32 inclusive and Lots 34 to 38 inclusive
Lot 34	Lots 26 to 33 inclusive and Lots 35 to 38 inclusive
Lot 35	Lots 26 to 34 inclusive and Lots 36 to 38 inclusive
Lot 36	Lots 26 to 35 inclusive and Lots 37 and 38
Lot 37	Lots 26 to 36 inclusive and Lot 38
Lot 38	Lots 26 to 37 inclusive

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



**G. C. Bennett**  
**Solicitor**  
**Auckland**

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

# TRANSFER

Land Transfer Act 1952

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Law Firm Acting
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Auckland District Law Society  
REF: 4135

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

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A06066.9  
PARTICULARS ENTERED IN  
LAND REGISTRY  
FOR REGISTRATION  
kard Cove  
REGISTRAR GENERAL  
NEW ZEALAND