

CERTIFICATE OF TITLE

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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 **356827**
Land Registration District **North Auckland**
Date Issued 24 April 2008

Prior References
NA139B/403

Estate Fee Simple
Area 1959 square metres more or less
Legal Description Lot 2 Deposited Plan 389233
Registered Owners
Scott David Blampied and Nicola Jane Blampied

Interests

Appurtenant hereto is a water supply right specified in Easement Certificate C309927.3

Appurtenant hereto is a water supply right created by Transfer C507844.1

Subject to a right of way and rights to convey water and transmit electricity and telecommunications over part marked H on DP 389233 specified in Easement Certificate D373642.4 - 31.3.1999 at 2.06 pm

The easements specified in Easement Certificate D373642.4 are subject to Section 243 (a) Resource Management Act 1991 5206739.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 1.5.2002 at 1:35 pm

Subject to a right of way, telecommunications and right to convey gas marked H, R & S and to a telecommunications and right to convey gas marked S on DP 389233 specified in Easement Certificate 5206739.9 - 1.5.2002 at 1:35 pm

The easements specified in Easement Certificate 5206739.9 are subject to Section 243 (a) Resource Management Act 1991

Subject to an electricity easement (in gross) over part marked H & S on DP 389233 in favour of Northpower Limited created by Transfer 5206739.10 - 1.5.2002 at 1:35 pm

The easements created by Transfer 5206739.10 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right to convey water (in gross) over part marked H & S on DP 389233 in favour of The Whangarei District Council created by Transfer 5206739.11 - 1.5.2002 at 1:35 pm

The easement created by Transfer 5206739.11 are subject to Section 243 (a) Resource Management Act 1991

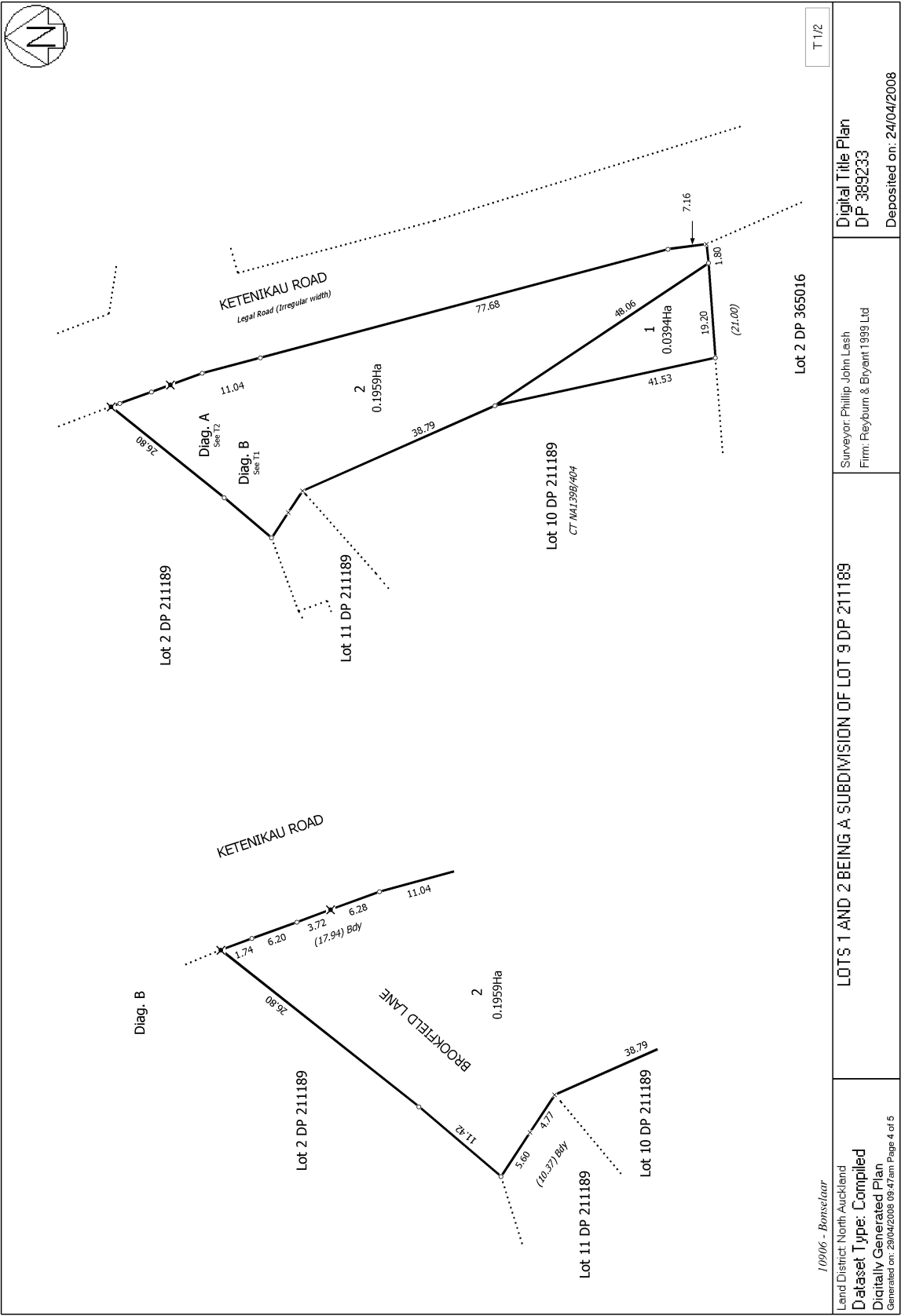
Fencing Covenant in Transfer 5206739.12 - 1.5.2002 at 1:35 pm

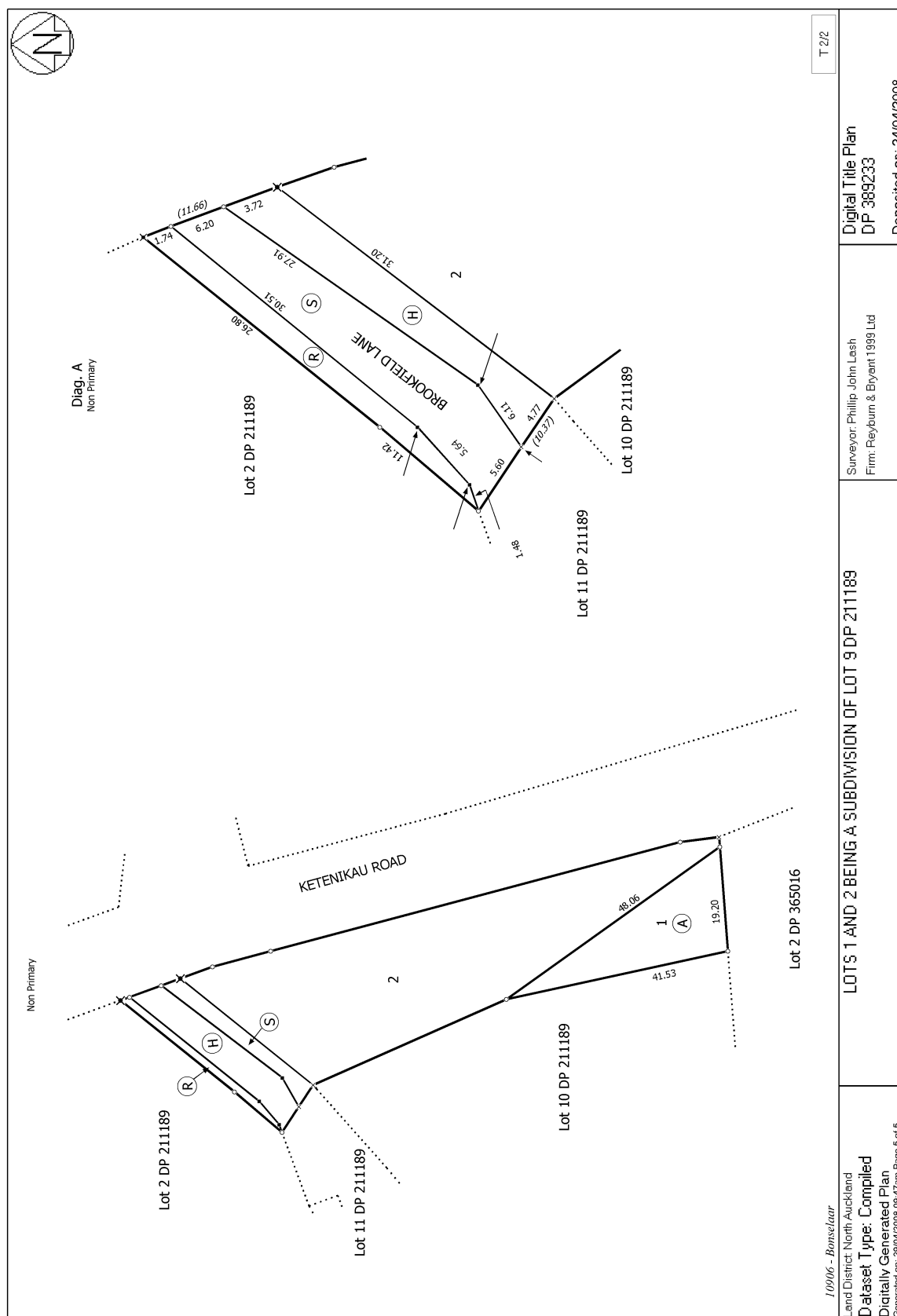
Land Covenant in Transfer 5206739.12 - 1.5.2002 at 1:35 pm

Land Covenant in Easement Instrument 6166149.1 - 30.9.2004 at 9:00 am

9710008.3 Mortgage to ANZ Bank New Zealand Limited - 27.6.2014 at 11:22 am

12155525.4 Variation of Mortgage 9710008.3 - 28.6.2021 at 3:08 pm





TRANSFER
Land Transfer Act 1952

T 5206739.12 TRANSFER
CPV-01/01.PCS-008.02/05/02.11:51



DocID: 310376027

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: 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*

(1) 139B/395
(2) 139B/396
(3) 139B/397

ALL
ALL
ALL

(continued on page 2 of annexure schedule)

Transferor Surnames must be underlined

NORTHLAND PROPERTY CONCEPTS LIMITED

Transferee Surnames must be underlined

NORTHLAND PROPERTY CONCEPTS 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 and together with the land covenants as are more particularly set out in the annexure schedules attached

Consideration

As set out in the preamble

Operative Clause

**and in pursuance of the Transferors intention as set out in the preamble*
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 22nd day of April 2002

Attestation

	Signed in my presence by the Transferor
	Signature of Witness
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name <u>Vicki Jennifer Vrajes</u>
Occupation <u>Secretary</u>	
Address <u>Auckland.</u>	
Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Transferee

Approved by Registrar-General
of Land under No. 1995/1003

TRANSFER

Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society
REF: 4130

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

Annexure Schedule

Insert below

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

Transfer

Dated

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CONTINUATION OF "CERTIFICATE OF TITLE NO."

Certificate of Title No.

All or Part

(4)	139B/398	ALL
(5)	139B/399	ALL
(6)	139B/400	ALL
(7)	139B/401	ALL
(8)	139B/402	ALL
(9)	139B/403	ALL
(10)	139B/404	ALL
(11)	139B/405	ALL
(12)	139B/406	ALL
(13)	139B/407	ALL
(14)	139B/408	ALL
(15)	139B/409	ALL
(16)	139B/410	ALL
(17)	139B/411	ALL

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.

S v.v.

Annexure Schedule

Insert below

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

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1. DEFINITIONS & INTERPRETATION

Definitions

1.1 In this transfer:

"Land" means the land contained and referred to in Certificates of Title 139B/395 to 139B-411 (inclusive)(All) (North Auckland Registry).

"Lots" means each of the Lots contained within each of the above Certificates of Title.

"Plan" means Deposited Plan 211189 (North Auckland Registry).

"Relevant Authority" means any Government, local, statutory or non-statutory authority or body having jurisdiction over the subdivision.

"Subdivision" means the development of the land contained in Certificate of Title 121C/931 (North Auckland Registry) into residential lots.

"Transfer" means this Memorandum of Transfer.

Interpretation

In this Transfer:

- 1.2 (a) Words and expressions denoting the singular shall include the plural;
- (b) The expressions 'Transferor' and 'Transferee' include the successors and assigns of the Transferor and Transferee.

2. Preamble & Consideration

- 2.1 The Transferor is the registered proprietor of estates in fee simple in the Land comprising the Subdivision.
- 2.2 In consideration of the provisions appearing in the Sale and Purchase Agreements entered into by the Transferor with third parties and pursuant to Section 49 of the Property Law Act 1952 it is the Transferor's wish and intention that Lots within the Subdivision shall be subject to a general scheme applicable to and for the benefit of each of the Lots so that a certain standard of quality of development of the Lots shall be maintained and enjoyed by the registered proprietors of all of the Lots and that the owner or the occupiers for the time being of each of the Lots shall be bound by the covenants set out in this Transfer and the land covenants shall be enforceable in accordance with Section 68A of the Property Law Act 1952.

3. Covenants

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.

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Annexure Schedule

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- 3.1 The Transferee for itself and its successors in title so as to bind each Lot for the benefit of all the other Lots and each registered proprietor of such Lots from time to time hereby covenants and agrees that the Transferee shall always observe and perform all the covenants set out in clause 3.2 to the end and intent that each of the covenants shall forever enure for the benefit of all of the Lots and the registered proprietors from time to time of such Lots.
- 3.2 The Transferee shall:
- (a) Not commence construction of any dwelling prior to submitting and obtaining the approval of Northland Property Concepts Limited or its authorised agent to the final building plans (which are intended to be submitted for a building consent) for the dwelling which plans shall include full details of exterior colour schemes and finishes. The approval shall not be unreasonably withheld provided such building plans and accompanying information comply with the land covenants and are consistent with the Transferor's intentions relative to the standard of the subdivision referred to in the Preamble.
 - (b) Not erect a dwelling with a floor area of less than 120 square metres (excluding garages, verandahs, porches and other accessory buildings).
 - (c) Not erect any building other than a single private dwelling house designed for occupation as a single family home whether or not in conjunction with a secondary/minor Residential Unit pursuant to the District Plan of the Relevant Authority together with a garage and/or other domestic outbuildings customarily associated with a private dwelling house.
 - (d) Not use as an external wall cladding other than for soffits and/or in association with applied textured finishes flat fibrolite/hardiflex, plywood or metal sheeting, hardiplank or similar materials.
 - (e) Ensure that the dwelling house comprises all exterior sheathing and finishing including exterior painting before it is occupied as a residence.
 - (f) Not construct any roof other than with concrete or metal tiles or another style of tile approved by Northland Property Concepts Limited or its authorised agent.
 - (g) Not construct any fence or part of any fence with sheet or panel steel, corrugated iron, untextured flat fibrolite, hardiflex or plywood.
 - (h) Ensure that the vehicle crossing and driveway serving the Lot are completed prior to occupation of the dwelling house and in a manner which is sympathetic with the Subdivision and otherwise in accordance with the requirements of the Relevant Authority.
 - (i) Not permit any rubbish to accumulate or be placed upon the Lot or permit grass or weeds to exceed 100mm in height.
 - (j) Not use or permit the Lot to be used for any trading or commercial purposes except as may be allowed as a permitted activity under the relevant zoning of the Lot by the Relevant Authority.

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S. Y. V.

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- (k) Not erect or place or permit or cause to be erected or placed upon the Lot any dwelling house other than a new dwelling house.
- (l) No erect or place or permit to be erected or placed upon the Lot any temporary structure, caravan, vehicle, tent, hut or shed to be used for human habitation whether temporary or otherwise.
- (m) Not remove any soil from the Lot except as shall be necessary during the course of construction.
- (n) Not lodge any objection to any application for a Resource Consent in respect of the Subdivision or in respect of any adjoining land owned by Northland Property Concepts Limited or an associated entity of it as long as such Resource Consent application relates to a residential development generally in accordance with the prevailing plan of the Relevant Authority.
- (o) Not subdivide (including by way of cross lease or unit title) the Lot or erect any flats or units on the Lot.
- (p) Not cut down, remove or permit to be cut down or removed any of the mature trees on the Lot without the prior written consent of Northland Property Concepts Limited or its authorised agent. Where the pruning or removal of any such tree is reasonably necessary to enable a dwelling house to be constructed such approval shall not be unreasonably withheld.
- (q) Not keep on the Lot any animals other than domestic pets.

4. Remedy on Breach

- 4.1 If there should be any breach or non-observance of the covenants contained in this Transfer and without prejudice to any other liability which the Transferee may have to the Transferor and any other registered proprietor(s) having the benefit of such covenants the Transferee shall with 14 days of written demand being made by the Transferor or any other registered proprietor(s) do or cause to be done at the Transferee's sole cost anything necessary to remedy any such breach.
- 4.2 In the event that the Transferee does not comply with clause 4.1 then the Transferee hereby irrevocably authorises the Transferor or the registered proprietor(s) making demand together with their employees and agents to enter and remain upon the Lot to do anything necessary to remedy any breach at the Transferee's cost and without being liable for any damage or deterioration occasioned to the Lot in exercising such powers PROVIDED HOWEVER that the Transferor shall not be required to or be obliged to enforce all or any of the covenants, stipulations and restrictions contained in this Transfer nor be liable to the Transferee for any breach thereof by any registered proprietor of any of the other Lots.
- 4.3 The Transferee shall be liable only in respect of a breach or non-observance of the covenants while the transferee is the registered proprietor of the Lot in respect of which such breach or non-observance has arisen.

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S.N.V.

Annexure Schedule

Insert below

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

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5. Fencing Covenant

- 5.1 The Transferee shall not call upon the original Transferor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the Lot and any adjoining Lot owned by the original Transferor but this covenant shall not enure for the benefit of any subsequent registered proprietor of the adjoining Lot.

Dated this

22nd

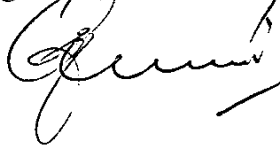
day of

April

2002

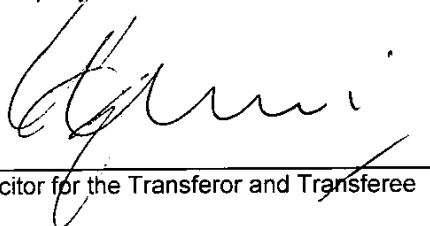
EXECUTED by the Transferee **NORTHLAND
PROPERTY CONCEPTS LIMITED** by its
Attorney **WILLIAM ROSS DEVITT** in the
presence of:-

V-J
Vicki Jennifer Vrajes
Secretary
Auckland.

Northland Property Concepts
Witnessed by its attorney


TO: The Registrar General
North Auckland Land Registry

Please note the Land and Fencing Covenants contained in this Transfer pursuant to Section 126A of the Property Law Act 1952


Solicitor for the Transferor and Transferee

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S NN

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CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, WILLIAM ROSS DEVITT of Auckland, Solicitor hereby certify:

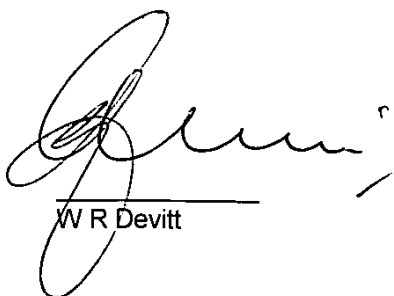
1. That by Deed dated the 3rd day of April 2001 **NORTHLAND PROPERTY CONCEPTS LIMITED** at Auckland appointed me its attorney on the terms and subject to the conditions set out in the said Deed a copy of which Deed was deposited in the Land Transfer Office at Auckland on the 4th day of July 2001 under No. D618918.1.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **NORTHLAND PROPERTY CONCEPTS LIMITED** or otherwise.

SIGNED at Auckland this

22nd day of

April

2002



W R Devitt

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cnr.npcl