



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier **NA128B/497**
Land Registration District **North Auckland**
Date Issued 12 April 2000

Prior References

NA126B/678

Estate Fee Simple
Area 518 square metres more or less
Legal Description Lot 291 Deposited Plan 199869

Registered Owners

Andrew Stuart Bagnall

Interests

Subject to Part IV A Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

Land Covenant in Transfer D493616.9 - produced 4.4.2000 at 3.28 pm and entered 12.4.2000 at 9.00 am

Fencing Covenant in Transfer D493616.9 - produced 4.4.2000 at 3.28 pm and entered 12.4.2000 at 9.00 am

12894973.2 Mortgage to Heartland Bank Limited - 12.12.2023 at 4:08 pm

D493616.9 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, CT*

128B	480 -	All
	497	
inclusive		

Transferor Surnames must be underlined

DENBY HEIGHTS LIMITED

Transferee Surnames must be underlined

DENBY HEIGHTS 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 and a fencing covenant (continued on Annexure Schedules)

Consideration

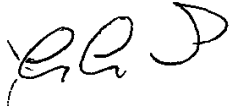
\$1.00

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 29th day of March 2000.

Attestation




Signed in my presence by the Transferor by its directors GARRY GRANT
Signature of Witness ~~and Transferees~~ and BRENT GARY OLSEN

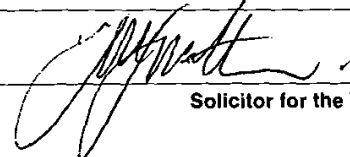
Witness to complete in **BLOCK** letters
(unless typewritten or legibly stamped)

Witness name
Occupation
Address

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 IN APPLICABLE CERTIFICATE)



Solicitor for the Transferee

Annexure Schedule

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Transfer

Dated 29 March 2000

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

The Transferor when registered proprietor of all that land contained in Lot 1 on Deposited Plan 191289 subdivided part of the land into residential lots and road for the purposes of the sale of that land in residential lots as a building estate such subdivision now being comprised inter alia in DPs 199868 and 199869 and the newly created lots being referred to as "the Lots".

It is the Transferor's intention that the Lots be subject to a general building scheme applicable to and for the benefit of all the Lots and that the owner or occupier for the time being of each Lot should be bound by the covenants stipulations and restrictions set out in the First Schedule ("the Covenants") and that the respective owners and occupiers for the time being of any of the Lots may be able to enforce observance of similar covenants against the owners or occupiers for the time being of any of the other Lots.

The Transferee for itself and its successors in title so as to bind each of the covenanting Lots described in the Second Schedule ("the Covenanting Lots") and for the benefit of all the other Lots in the Second Schedule ("the Benefitting Lots") hereby covenants and agrees with the Transferor that:-

1. The Transferee will at all times observe and perform the Covenants and the Covenants shall enure for the benefit of the Benefitting Lots and their registered proprietors from time to time.
2. The Transferor shall not be required to nor obliged to enforce all or any of the Covenants nor be liable to the Transferee for any breach of the Covenants by any of the registered proprietors of the Covenanting Lots and the Transferee shall be liable only in respect of breaches of the Covenants which shall occur while the Transferee is the registered proprietor of the Covenanting Lot.
3. The Transferee will at all times save harmless and keep indemnified the Transferor from all proceedings costs claims and demands in respect of breaches by the Transferee of all covenants on its part contained or implied.
4. If there should be any breach or non-observance of any of the Covenants and without prejudice to any other liability which the Transferee may have to any person having the benefit of the Covenants the Transferee will upon written demand being made by the registered proprietor of any of the Benefitting Lots:-
 - (a) pay to the person making such demand as liquidated damages the sum of \$100.00 per day for each day that such breach or non-observance continues after the date upon which written demand has been made; and
 - (b) remove or cause to be removed from the Lots any structure erected or placed on the Lots in breach or non-observance of the Covenants; and
 - (c) replace any building materials used in breach or non-observance of the Covenants; and
 - (d) cause to correct the offending breach by discontinuing such activity.
5. The Covenants contained herein shall run with each of the Covenanting Lots and the Transferee DOTH HEREBY COVENANT with the Transferor that if the Transferee shall transfer assign or otherwise dispose of his interest in the Covenanting Lot then

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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SECOND SCHEDULE

Covenantee Lots

Benefiting Lots

Lot 4	DP	199868	17, 127, 180, 292-297
Lot 17	DP	199868	4, 127, 180, 292-297
Lot 127	DP	199868	4, 17, 180, 292-297
Lot 180	DP	199868	4, 17, 127, 292-297
Lot 292	DP	199868	4, 17, 127, 180, 293-297
Lot 293	DP	199868	4, 17, 127, 180, 292, 294-297
Lot 294	DP	199868	4, 17, 127, 180, 292-293, 295-297
Lot 295	DP	199868	4, 17, 127, 180, 292-294, 296-297
Lot 296	DP	199868	4, 17, 127, 180, 292-295, 297
Lot 297	DP	199868	4, 17, 127, 180, 292-296

Lot 89	DP	199869	137-139, 288-291
Lot 137	DP	199869	89, 138-139, 288-291
Lot 138	DP	199869	89, 137, 139, 288-291
Lot 139	DP	199869	89, 137-138, 288-291
Lot 288	DP	199869	89, 137-139, 289-291
Lot 289	DP	199869	89, 137-139, 288, 290-291
Lot 290	DP	199869	89, 137-139, 288-289, 291
Lot 291	DP	199869	89, 137-139, 288-290

THIRD SCHEDULE

Lot			Area
Lot 180	DP	199868	B
Lot 296	DP	199868	C
Lot 295	DP	199868	D
Lot 292	DP	199868	E
Lot 127	DP	199868	F
Lot 291	DP	199869	A
Lot 290	DP	199869	B
Lot 288	DP	199869	C
Lot 137	DP	199869	D
Lot 138	DP	199869	E
Lot 139	DP	199869	F
Lot 89	DP	199869	G

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the Transferee shall make such transfer assignment or disposition subject to the provisions hereof and shall if requested by the Transferor procure from the Purchaser Transferee or Assignee a Deed of Covenant in favour of the Transferor whereby such Purchaser Transferee or Assignee undertakes to fulfil the Transferee's obligations hereunder.

FIRST SCHEDULE
"the Covenants"

The Transferee will not erect or place or permit to be erected or placed on any Covenanting Lot any dwelling house without first obtaining the approval of the Transferor to the plans of such dwelling house (which approval shall not be unreasonably or arbitrarily withheld in respect of the plans and specifications which include the Transferor's requirements for a quality subdivision) and without complying with the Transferor's standard conditions relating to the Transferee's proposed dwelling house. If the plans include either a garage or carport then the same shall be embodied in the plans and shall be designed in affinity with the dwelling house. The Transferor's standard conditions are:-

- (a) not to commence construction of any dwelling house or double or multiple units prior to submitting to the Transferor and obtaining approval from the Transferor of the final building plans of any such dwelling house double or multiple units (as intended to be submitted for a building consent) including full details of all exterior colour schemes and finishes and details of fencing and front yard landscaping with such approval being entirely at the Transferor's discretion in all respects such approval or otherwise to be given by the Transferor within ten working days of submission to the Transferor of such plans and specifications;
- (b) to complete any building (that is ready for occupation including drives paths fences rotary hoeing and grassing) within 12 months of commencing construction;
- (c) not to use secondhand materials in any form whatsoever without the prior approval of the Transferor, such approval or otherwise to be entirely at the Transferor's discretion;
- (d) to satisfy the Transferor that the minimum gross floor area (excluding garage) for each single residence dwelling house will be at least 100 square metres and for each double or multiple unit will be at least 80 square metres;
- (e) not to use flat harditex plywood sheeting or metal sheeting as external wall cladding except for soffits basements and/or in association with texture or battened finishes;
- (f) to ensure that all exterior sheathing and finishing including exterior painting has been completed prior to occupation;
- (g) to construct all roofs of longrun colour steel or concrete or metal tiles or other tile approved by the Transferor;
- (h) not to erect or permit the erection of any fence:-
 - (i) wholly or partly of sheet or panel steel untextured flat fibrolite harditex or plywood or corrugated iron;

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- (ii) where the distance between the front line of any dwelling on a Covenanted Lot and the boundary of that Lot adjoining a road exceeds 4.5 metres within 4.5 metres of any such boundary of that Lot adjoining a road to a height of more than 1.2 metres;
- (iii) where the distance between the front line of any dwelling on a Covenanted Lot and the boundary of that Lot adjoining a road is less than 4.5 metres within such distance between the front line of such dwelling and any such boundary of that Lot adjoining the road to a height of more than 1.2 metres;
- (i) to expend a minimum of \$500.00 on flowers shrubs or other ornamental plants to be planted in the front yard of the Covenanted Lot within 24 months of the completion of construction of the dwelling or dwellings;
- (j) prior to completion to complete all vehicle crossings and driveways to the local authority standards and specifications and to a standard sympathetic with the subdivision such driveways being a minimum of 20 square metres in area laid from the boundary adjoining a road and to lay a pathway to the front door each such driveway and pathway to utilize permanent materials such as concrete concrete block paving or chip sealing;
- (k) to fully maintain the gardens and lawns and not to allow rubbish to accumulate on the Covenanted Lot or for the Covenanted Lot to become unsightly;
- (l) not to allow on to the Covenanted Lot or the subdivision any vehicle equipment or machinery which is unsightly or a nuisance to the Benefiting Lots;
- (m) not to erect or place or permit or cause to be erected or placed on the Covenanted Lot any caravan hut or shed to be used as a dwelling house or temporary dwelling without the prior written permission of the Transferor;
- (n) not to use or permit the Covenanted Lot to be used for any trading or commercial purposes without the Transferor's prior written approval;
- (o) not to remove any soil from the Covenanted Lot except where necessary for purposes of construction of a dwelling or dwellings thereon;
- (p) not to remove destroy or allow to suffer damage by neglect any trees shrubs or other plants established by the Transferor on the areas of the Covenanted Lots as set out in the Third Schedule and to replace any such tree shrub or plant which dies with another of the same species on the said areas;
- (q) the Transferor shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the Covenanted Lots and any contiguous land of the Transferor but this provision shall not enure to the benefit of any subsequent purchaser of the contiguous land.

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

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Land Transfer Act 1952

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PARTICULARS ENTERED IN REGISTER
LAND REGISTERED IN AUCKLAND
for REGISTER GENERAL OF LAND



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Law Firm Acting.
CRAIG GRIFFIN & LORD SOLICITORS MT EDEN AUCKLAND

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Auckland District Law Society
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