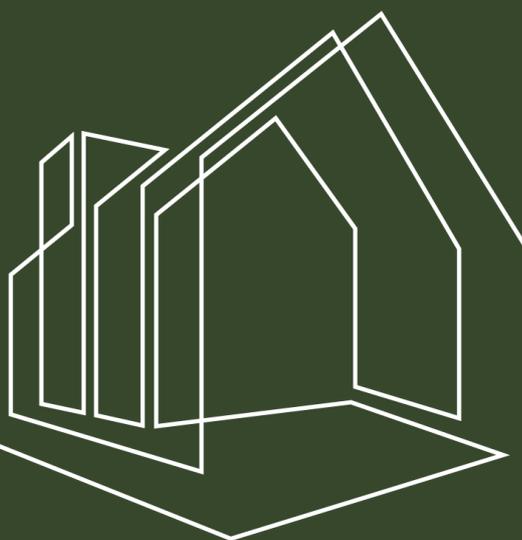


CERTIFICATE OF TITLE



SUE & DAMIEN

021 793 822 | 021 387 345

ownrealestate.co.nz

POWERED BY OWNLY LTD. LICENSED REAA 2008

OWN
REAL ESTATE



**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 **53388**
Land Registration District **North Auckland**
Date Issued 18 February 2003

Prior References
NA137A/884

Estate Fee Simple
Area 1.0050 hectares more or less
Legal Description Lot 47 Deposited Plan 313514

Registered Owners

Xilin Richardson as to a 1/2 share
Alistair Hugh Richardson and Richardson Corporate Trustee Limited as to a 1/2 share

Interests

Subject to Section 59 Land Act 1948

Appurtenant hereto is a right of way and rights to convey water and transmit electricity and telecommunications specified in Easement Certificate D433461.6 - produced 23.9.1999 at 4.00 pm and entered 6.11.1999 at 9.00 am

The easements specified in Easement Certificate D433461.6 are subject to Section 243 (a) Resource Management Act 1991

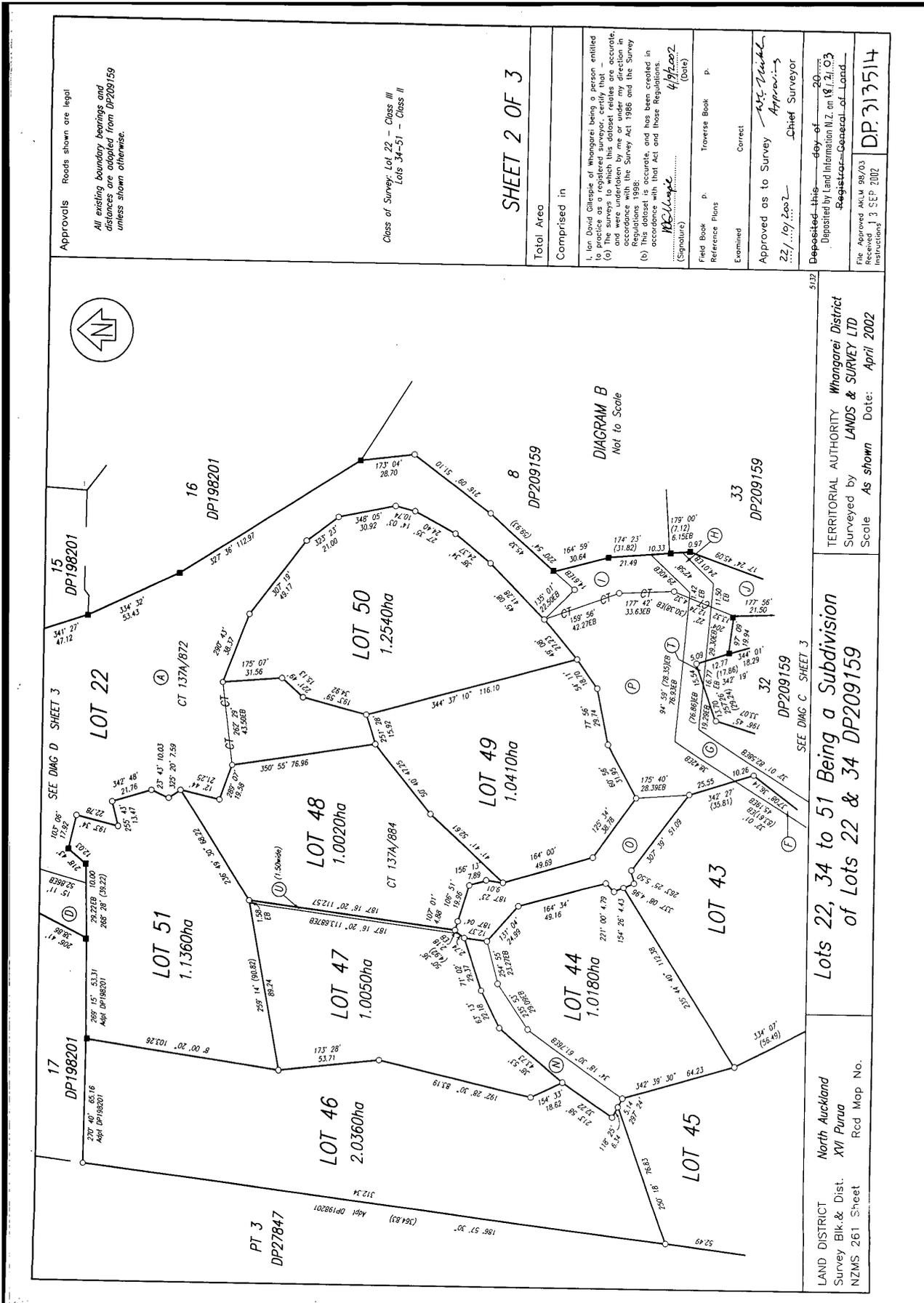
Appurtenant hereto is a right of way and rights to convey water and transmit electricity and telecommunications specified in Easement Certificate D654068.9 - 5.11.2001 at 2.19 pm

The easements specified in Easement Certificate D654068.9 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right of way, right to transmit electricity & telecommunications, right to convey water created by Easement Instrument 5492456.9 - 18.2.2003 at 9:00 am

Subject to a right to transmit electricity & telecommunications, right to convey water over part marked U on DP 313514 created by Easement Instrument 5492456.9 - 18.2.2003 at 9:00 am

The easements created by Easement Instrument 5492456.9 are subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Transfer 5492456.10 - 18.2.2003 at 9:00 am



Approvals Roads shown are legal
 All existing boundary bearings and distances are adopted from DP209159 unless shown otherwise.

Class of Survey: Lot 22 - Class III
 Lots 34-51 - Class II

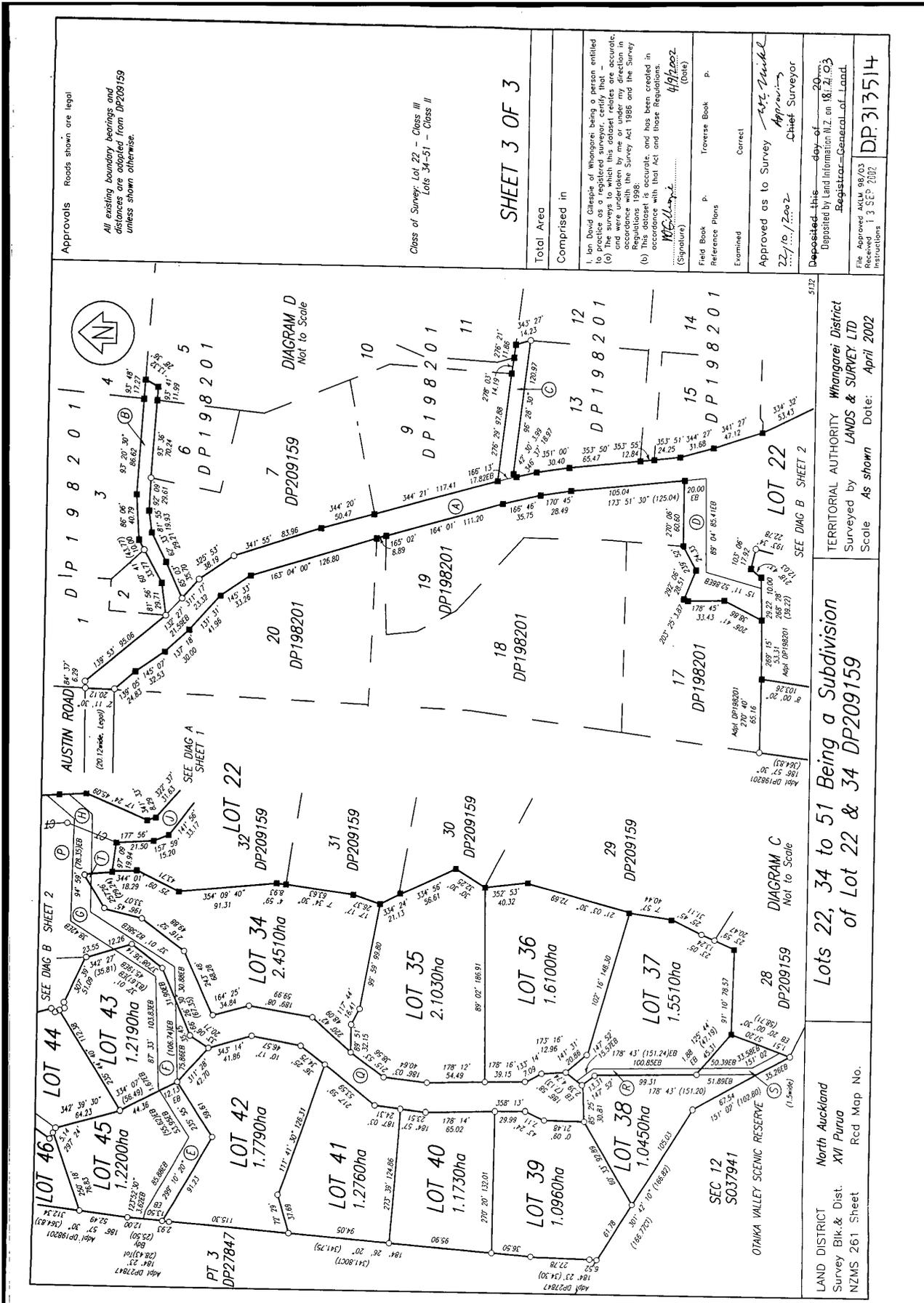
SHEET 2 OF 3

Total Area	
Comprised in	
I, Ian David Gillespie of Whangarei, being a person entitled to practise as a registered surveyor, certify that - (a) that this dataset relates to the land shown in the plan and was undertaken in accordance with the Survey Regulations 1998; (b) this dataset is accurate, and has been created in accordance with that Act and those Regulations.	
(Signature)	<i>I.D. Gillespie</i>
(Date)	4/9/2002
Field Book	p. Traverse Book p.
Reference Plans	Correct
Examined	
Approved as to Survey	<i>M. Nichol</i> Approver
Approved as to Survey	<i>M. Nichol</i> Chief Surveyor
Deposited this day of	20
Deposited by Land Information NZ, on	18/12/03
Registered	General of Land
File Approved AKM 98/03	
Received	13 SEP 2002
Instructions	DP: 313514

TERRITORIAL AUTHORITY Whangarei District
 Surveyed by LANDS & SURVEY LTD
 Scale As shown Date: April 2002

Lots 22, 34 to 51 Being a Subdivision
 of Lots 22 & 34 DP209159

LAND DISTRICT North Auckland
 Survey Blk & Dist. XV Purua
 NZMS 261 Sheet Red Map No.



TRANSFER
Land Transfer Act 1952

T 5492456.10 Transfer

Cpy - 01/01, Pgs - 006, 18/02/03, 14.05



DocID: 310748381

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*

Refer to page 2 annexure schedule

Transferor Surnames must be underlined or in CAPITALS

MAUNU STUD LIMITED

Transferee Surnames must be underlined or in CAPITALS

MAUNU STUD 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 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 14 day of February 2003

Attestation

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

Solicitor for the Transferee

□

Annexure Schedule

TRANSFER

Dated

14 / 2 / 2003

Page

2

of

5

Pages



Continuation of "Certificate of Title No."

53375	All
53376	All
53377	All
53378	All
53379	All
53380	All
53381	All
53382	All
53383	All
53384	All
53385	All
53386	All
53387	All
53388	All
53389	All
53390	All
53391	All
53392	All

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

The Transferor when registered as proprietor of the land formerly contained in Certificates of Titles 137A/872 and 137A/884 (North Auckland Registry) subdivided the land into residential lots in the manner shown and defined on Deposited Plan 313514 **AND WHEREAS** it is the Transferor's intention to create for the benefit of the land in the Certificates of Title set out in the Schedule A the land covenants set out in Schedule B **TO THE INTENT** that all lots shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the owners and occupiers for the time being of all the lots may enforce the observance of such stipulations against the other owners **AND AS INCIDENTAL** to that transfer of the fee simple so as to bind all of the lots and for the benefit of all of the lots the Transferee **DOTH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule B hereto so that the covenants run with all of the lots in Schedule A for the benefit of all of those lots.

SCHEDULE A

Certificates of title 53375, 53376, 53377, 53378, 53379, 53380, 53381, 53382, 53383, 53384, 53385, 53386, 53387, 53388, 53389, 53390, 53391 & 53392.

SCHEDULE B

1 Minimum Building Standards

- 1.1 All buildings and associated improvements are to be of a quality and standard expected of a modern and well-designed subdivision.

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

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Pages

- 1.2 Without limiting the above, all buildings shall
- be constructed of permanent materials of good quality and
 - shall have a floor area of not less than 120 square metres (excluding garages, verandahs, porches and other accessory buildings) and
 - not incorporate any unpainted roofing iron or garage doors or flat asbestos or fibre cement or unbattened plywood exterior sheet cladding or unfinished in situ concrete or concrete blocks or non-permanent or second hand building materials and
 - have all basement sheathed in a cladding approved by Maunu Estates Limited ("the Management Company").
- 1.3 No dwelling and all garage, carport, verandah, garden or other utility shed shall be erected without first obtaining the written consent of the Management Company. That consent shall not be unreasonably withheld if the design and the construction complies with 1.1 and 1.2 of this Schedule.
- 1.4 Once commenced, all building work shall be carried out continuously until completion and issue of a completion certificate from the appropriate local body. All building work must be completed within twelve months of commencement.
- 2 Further subdivision**
- 2.1 The land now being transferred ("the land") shall not be further subdivided or cross leased. There shall be a maximum of one residential building erected on that lot except that there may be one self contained separate unit attached (having a floor area not exceeding 75 square metres) to a primary residential building. Subject to that, multiple unit housing (whether in one building or in separate buildings on the same lot) is prohibited. This prohibition does not prevent the Transferor or the Transferor's assignee of the balance of the land not already subdivided into housing lots from proceeding to further develop and subdivide that balance of the land.
- 3 Use of the land**
- 3.1 The land shall not be used or occupied other than as a residence.
- 3.2 The land shall not be used for the erection of temporary structures or tents or for the placement of vehicles used for human habitation.
- 3.3 The land shall not be used as a residence until a dwellinghouse has been constructed on it and has been substantially completed in accordance with the terms of this agreement.

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 14/2/03

Page 4 of 5 Pages

- 3.4 No advertising signs or hoardings shall be placed on the land except for conventional signs advertising that the property is for sale.
- 3.5 The Transferor or Transferor's assigns may continue to farm the undeveloped part of the land of which this development forms part and farm any unsold lots.

Maintenance of the Property

- 4.1 The Transferee will at all times keep the property in a neat and tidy condition and in particular not permit or suffer any rubbish to accumulate or be placed upon the land. Roadside berms, drains and access culverts shall be kept clean and clear of rubbish, noxious weeds, and rank grass. If the Transferee fails to comply with the provisions of this paragraph the Company or its agents or contractors may at its option enter upon the property and remedy any breach and all costs of so doing shall be recoverable from the Purchaser.
- 4.2 No temporary dwelling, caravan, trade vehicle, trade equipment or machinery, materials, rubbish or vehicles of an unsightly nature shall be placed on or permitted to be brought onto the property unless it is adequately garaged or screened from any adjoining land. This shall not prevent the placement of builders' equipment or temporary sheds on the land during the course of construction provided that it is not used for accommodation.
- 4.3 Any damage caused to roads, footpaths, berms, services or common areas by any Transferee or his contractors or agents during the course of construction shall be promptly repaired and made good by that Transferee.

5 Fences and plantings and drainage

- 5.1 All fences, shelter belts and other plantings shall be placed and maintained in such a way as to cause the minimum interference with adjoining properties, except that no occupier of land within the development shall be entitled to have any particular view protected.
- 5.2 All channeled or directed water runoff from the land shall be directed into soakage pits and contained within the lot or shall be drained into the roadside water table.

6 "Transferee"

- 6.1 "Transferee" includes the registered proprietor and occupier for the time being of any land in the development. Any person who is at any time a "Transferee" shall be released

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

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from the terms obligations under these covenants from and after the time when they cease to be registered as proprietor of the land or to occupy it, provided that this shall not release any Transferee from liability for anything that occurred before the date on which they ceased to be the registered proprietor or occupier.

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.

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



TRANSFER

Land Transfer Act 1952

Law Firm Acting

**WEBB ROSS JOHNSON
BARRISTERS & SOLICITORS
PO BOX 945/DX AP24506
WHANGAREI
(SO SPICER)**

Auckland District Law Society
REF: 4135 /2

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(except for "Law Firm Acting")

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