

STATEMENT OF PASSING OVER INFORMATION

This information has been supplied by the vendor or the vendor's agents. Accordingly, Ownly (REAA 2008) and Sold On Kapiti Limited is merely passing over the information as supplied to us by the vendor or the vendor's agents.

We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all the intending purchasers are advised to conduct their own due diligence investigation into the same.

To the maximum extent permitted by law Ownly (REAA 2008) and Sold On Kapiti Limited does not accept any responsibility to any person for the accuracy of the information herein.



SOLD ON KĀPITI
REAL ESTATE

Under the Land Transfer Act 1952

965291.7 T

Memorandum of Transfer

WHEREAS WAIONE DEVELOPMENT LIMITED at Wellington
(hereinafter called "the Transferor")

being registered as proprietor

of an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in those pieces of land situated in the Land District of Wellington containing hereinafter described being

~~First Lot 1 on DP 64552 containing 3461 square metres more or less~~

Second Lot 57 on DP 64552 containing 831 square metres more or less
~~more or less being~~

Third Lot 58 on DP 64552 containing 878 square metres more or less

Fourth Lot 59 on DP 64552 containing 829 square metres more or less

Fifth Lot 60 on DP 64552 containing 809 square metres more or less

Sixth Lot 61 on DP 64552 containing 818 square metres more or less

Seventh Lot 62 on DP 64552 containing 892 square metres more or less

Eighth Lot 63 on DP 64552 containing 865 square metres more or less

Ninth Lot 64 on DP 64552 containing 860 square metres more or less

Tenth Lot 65 on DP 64552 containing 941 square metres more or less

Eleventh Lot 66 on DP 64552 containing 1027 square metres more or less

Twelfth Lot 67 on DP 64552 containing 1581 square metres more or less

Thirteenth Lot 68 on DP 64552 containing 1123 square metres more or less

Fourteenth Lot 69 on DP 64552 containing 894 square metres more or less

Fifteenth Lot 70 on DP 64552 containing 961 square metres more or less

Sixteenth Lot 71 on DP 64552 containing 998 square metres more or less

Seventeenth Lot 72 on DP 64552 containing 871 square metres more or less

Eighteenth Lot 73 on DP 64552 containing 1070 square metres more or less

Nineteenth Lot 74 on DP 64552 containing 810 square metres more or less

Twentieth Lot 75 on DP 64552 containing 757 square metres more or less
Twentyfirstly Lot 76, on DP 64552 containing 954 square metres more or less
Twentysecondly Lot 77, on DP 64552 containing 953 square metres more or less
Twentythird Lot 78 on DP 64552 containing 589 square metres more or less

all of the said parcels of land being part of the land described in
CT 27C/769 ^{30/58-179 (inclusion)} Subject To Mortgage 930673.15

AND WHEREAS the Transferor desires to create certain restrictive covenants between the various lots hereinbefore described to the intent that each of the said lots (subject as hereinafter provided) shall have both the burden and benefit of the said restrictive covenants as hereinafter set forth

NOW THEREFORE the Transferor in consideration of the premises doth hereby transfer the said lots hereinbefore described to the Transferor and doth hereby further covenant with itself the Transferor of the said lots to the intent that all of the lots hereinbefore described shall be subject to the burden of the restrictive covenants which follow in the paragraphs below in respect of each individual lot in favour of all other lots and shall have the benefit of the restrictive covenants which follow in favour of each individual lot over all other lots such restrictive covenants being as follows:

1. No individual lot may be further subdivided provided that this restriction shall not apply to Lot 57 on Deposited Plan 64552.
2. No more than one single dwelling unit may be built on any individual lot of less than 1000m², provided that garages and such other outbuildings as would normally be appurtenant to a family dwelling house are not prohibited by this covenant and provided further that this restriction shall not apply to Lot 57 on Deposited Plan 64552.
3. Except when building operations are in progress, no trade vehicle, trade equipment or materials, debris, rubbish or unsightly vehicle shall be allowed on to or remain on any lot, unless the same is adequately garaged or screened to prevent it from being visible from any adjoining lot, or from the road frontage of the lot.
4. No transportable or relocatable dwellinghouse shall be permitted to be placed or erected on any lot.
5. No buildings may be constructed or used for commercial or industrial use, unless such use is a predominant use under the code of ordinances of the Kapiti Borough council for such lot.
6. No vacant lot shall be kept in an unmown or untidy state and no noxious weeds shall be allowed to develop on any vacant lot.
7. No dwelling house (including garage and/or carport if attached) of a value of less than three and a half times the value of the purchase price of the lot shall be constructed on such lot. The value of a dwelling house for the purpose of this covenant shall be the value shown on the application for the building permit for such dwelling house.
8. No fences or hedges shall be erected on any lot closer to the street frontage than the front building line of the dwelling house or lot.
9. No fence shall be constructed in materials other than permanent materials of wood, concrete, stone or brick.

~~xxxxxx~~
In Consideration of
~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~

~~the receipt of which sum is hereby acknowledged~~

~~Do~~ **hereby Transfer** ~~to the said~~
~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~

~~xxx~~
~~am~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

In witness whereof these presents have been executed this
of *November* 19 *88*

4th

day

THE COMMON SEAL of
~~xxxxxx~~ **Signed by the above named**
WAIONE DEVELOPMENT LIMITED was
hereto affixed by and
in the presence of:—



E. W. Wilson (DIRECTOR)

W. H. Hing (DIRECTOR)

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act.

[Signature]

Solicitor for the Transferee.

WAIONE DEVELOPMENT
LIMITED

Transferor

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE
THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION
AND LAND ACQUISITION ACT 1952.

[Signature]

SOLICITOR FOR THE TRANSFEE

WAIONE DEVELOPMENT LIMITED Transferee

Particulars entered in the Register as shown herein on the
date and at the time endorsed below.

Assistant / District Land Registrar

of the District of

I hereby certify, for the purposes
of the Stamp and Cheque Duties Act
1971, that no conveyance duty is
payable on this instrument by reason
of the application of section 24(1) of
the Act, and that the provisions of
subsection (2) of that section do not
apply.

[Signature]
Solicitor for the
Registered Proprietor

HOLLINGS PARTNERS
SOLICITORS
PARAPARAUMU

Solicitors for the Transferee

2.46 24.NOV88 965291.7
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY WELLINGTON
ASST. LAND REGISTRAR
330/158 - 179 (inclusive)
[Signature]