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Approved by the Registrar-General of Land, Wellington, No. 367635.80  
Approved by the District Land Registrar, North Auckland, No. 4363/80

B757749.27

Under the Land Transfer Act 1952

# Memorandum of Transfer

PSN087 897005 NTY \*\*\*\*\*\$1.00  
NEW ZEALAND STAMP DUTY AKS

WHEREAS:

A. DAVID JOHN McCAULAY of Auckland, Journalist  
of an estate in fee simple

is ~~being~~ registered as proprietor

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in that piece of land situated in the Land District of North Auckland containing 5,072 square metres

more or less being Lot 1 on Deposited Plan 118879 and being all the land comprised in Certificate of Title Volume 68B Folio 572 (North Auckland Registry)

SUBJECT TO: Easement Certificate B.743853.4

TRANSFER, MORTGAGE, LEASE  
ASSIGNMENT and AGREEMENT  
stamped with duty of  
\$380 on 13/11/87  
\$5.80 on 13/11/87  
Dist. Commissioner of Inland Revenue

CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

I, GREGG ARTHUR SCHNEIDEMAN of Auckland, Solicitor

HEREBY CERTIFY

1. THAT by Deed dated the 12th of November 1987 (a copy of which Deed is deposited in the Land Transfer Office at Auckland under No. B.753302.1) DAVID JOHN McCAULAY of Auckland, Journalist appointed me GREGG ARTHUR SCHNEIDEMAN his attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I have not received any notice or information of the revocation of the appointment by the death of the said DAVID JOHN McCAULAY or otherwise.

SIGNED at Auckland this 24<sup>th</sup> day of November 1987

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(B) The Transferor when registered as proprietor of Lot 23 D.P. 8877 being portion of Allotment 7A of the Parish of Waipareira being all the land comprised and described in Certificate of Title Volume 255 Folio 122 (North Auckland Registry) and Lot 24 on D.P. 8877 and being portion of Allotment 7A Parish of Waipareira being all the land contained and described in Certificate of Title Volume 219 Folio 33 (North Auckland Registry) subdivided the land into residential Lots (described in the first schedule hereto) roads and accessways in the manner shown and defined on those plans for the purpose of the sale of the said Residential lots as a Residential estate.

(C) It is the Transferors further intention that all the Residential lots contained in the said land and in the said plan and any subsequent plans shall be subject to a general building scheme applicable to and for the benefit of all the said Residential lots including any subsequent lots created to the intent that a high standard of residential amenities shall be enjoyed by the registered proprietors of all the said Residential lots including any subsequent lots created and that the owner or occupier for the time being of each of the said Residential lots including any subsequent lots created shall be bound by the stipulations and restrictions set out in the Second Schedule hereto as they relate to the said lot and that the respective owners and occupiers for the time being of any of the said Residential lots (described in the First Schedule) and including any subsequent lots created shall be able to enforce the observance of such stipulations and restrictions by the owners or occupiers for the time being of any other of the said Residential lots and including any subsequent lots created in equity or otherwise howsoever and the Transferor shall transfer each of the lots described in the First Schedule hereto and any other lots subsequently created subject to the like covenants as are contained in the Second Schedule hereto.

¶

(D) By Agreement in writing dated the 16th day of April 1987 the Transferor agreed to sell the land first above described to JOHN HAROLD RHODES Contractor and LOUISE ANN RHODES, Office Manager, both of Auckland (hereinafter called "the Transferee") for the consideration hereinafter appearing and the Transferee agreed to purchase the same and to enter into the covenants on the part of the Transferee hereinafter contained.

NOW THEREFORE IN PURSUANCE OF THE SAID AGREEMENT and in consideration of the sum of THIRTY-EIGHT THOUSAND DOLLARS (\$38,000.00) paid by the Transferee to the Transferor (the receipt whereof is hereby acknowledged) the Transferor DOTH HEREBY TRANSFER unto the Transferee all its estate and interest in the Land first above described AND IN FURTHER PURSUANCE of the said Agreement the Transferee so as to bind the land first above described and for the benefit of all the other land described in the First Schedule hereto including any subsequent lots created HEREBY COVENANTS AND AGREES with the Transferor for the benefit of the land described in the First Schedule hereto including any subsequent lots created and not heretofore transferred by the Transferor (except the land first above described) and also separately with each and every one of the registered proprietors of and for the benefit of the lots described in the First Schedule hereto including any subsequent lots created and not heretofore transferred to such proprietors by the Transferor that the Transferee will henceforth and at all times hereafter observe and perform all the stipulations and restrictions contained in the Second Schedule hereto to the end and intent that each of the said stipulations and restrictions shall enure for the benefit

AG JHR  
L.P.

of each of the lots described in the First Schedule hereto and every part thereof including any subsequent lots created PROVIDED ALWAYS that the Transferee shall as regards the said stipulations and restrictions be liable only in respect of breaches thereof which shall occur while the Transferee is the registered proprietor of the land first above described or any part of it in respect of which such breach shall occur AND IN CONSIDERATION THEREFOR the Transferee HEREBY COVENANTS that the Transferee will at all times hereafter keep harmless and indemnified the Transferor from all proceedings, costs, claims and demands in respect of breaches by the Transferee of the covenants and restrictions hereinbefore on the Transferee's part contained and implied.

AND THE TRANSFEEE FURTHER COVENANTS that the Transferee will not call upon the Transferor to pay for or contribute towards the costs of erection or maintenance of any boundary fence between the land first above described and any adjoining land owned by the Transferor\*PROVIDED THAT this covenant shall not enure to the benefit of any subsequent owners of such adjoining land.

\*Described in the third Schedule hereto.

FIRST SCHEDULE  
(Schedule of Properties Affected)

<u>Lot Number</u>	<u>Deposited Plan 118879</u>	<u>Certificate of Title</u>
Lot 1	118879	688/572
Lot 2	118879	688/573
Lot 3 Together with an undivided 1/4 share of Access Lot 8	118879	688/574
Lot 4 Together with an undivided 1/4 share of Access Lot 8	118879	688/575
Lot 5 Together with an undivided 1/4 share of Access Lot 8	118879	688/576
Lot 6 Together with an undivided 1/4 share of Access Lot 8	118879	688/577
Lot 7	118879	688/578

*PH* *JHR*  
*L.R.*

SECOND SCHEDULE


That the Transferee (and his/its/their successors in title) will not commence or allow the commencement of the erection of any building or erect any building on the land first abovedescribed:-

- (a) (i) unless the plans and specification in respect of any such building have been first approved in writing by the Transferor such approval not to be unreasonably withheld;
- (ii) unless the exterior design of any building has been approved in writing by an architect nominated by the Transferor PROVIDED HOWEVER that such approval of the exterior design shall not be required if the building has been designed specifically for the land first abovedescribed by a registered architect;
- (iii) unless the erection of any building is in accordance with the approved plans and specifications;
- (iv) if the exterior walls of any such building comprise any asbestos cement sheathing (other than planks) or any corrugated galvanised iron.

THIRD SCHEDULE

Lot 2 Deposited Plan 118879 Certificate of Title 68B/573

Lot 3 Deposited Plan 118879 Certificate of Title 68B/574

  
J.H.  
L.R.

**In Consideration of**

(the receipt of which sum is hereby acknowledged)

**Do hereby Transfer to the said**

all

estate and interest in the

land and above described

**In witness whereof** these presents have been executed this

24<sup>th</sup>

day

of

November

1987

**Signed** by the above named

DAVID JOHN McCAULAY

by his duly authorised Attorney

~~in the presence of:~~ GREGG ARTHUR SCHNEIDEMAN

in the presence of:

**SIGNED** by the said

JOHNS HAROLD RHODES and

LOUISE ANN RHODES

as the transferee in the

presence of:

*JHRhodes*  
*L. Rhodes*

*By dell  
Law Clerk to Keegan Alexander  
Solicitors  
Auckland.*

*Dellemus  
Solicitors  
Auckland*

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act.

*W. Collins*

Solicitor for the Transferee.

= D J McCAULAY

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.

*W. Collins*

SOLICITOR FOR THE TRANSFEREE

Transferee

TO THE: District Land Registrar  
It is requested that you note the Land Covenant contained in ~~in~~ Clause ~~of~~ the within Transfer against the fee simple Title to the said Land.

*W. Collins*

Solicitor for the Transferor

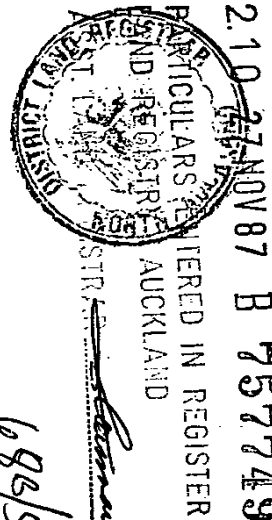
Particulars entered in the Register as shown herein on the date and at the time endorsed below.

Assistant / District Land Registrar

of the District of

*Clairster Ennor*

*82560/6*



*688/572*

Solicitors for the Transferee

