

C924761.1T
Memorandum of Transfer



A.

RICHARD JAMES EADE of Auckland, Compositor and JENNIFER THEA EADE,
his wife

(herein called "the Transferor") being registered as proprietor of an estate in fee simple

/FIRSTLY

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in the piece or pieces of land situated in the Land District of North Auckland containing 7736 square metres more or less being Lot 5 on Deposited Plan 167247

AND SECONDLY an estate in fee simple as to an undivided one sixth share in 1536 square metres being Lot 7 Deposited Plan 167247

APPURTENANT HERETO is a right of way - see Easement Certificate 300816.1

SUBJECT TO:

- (1) Section 241(2) Resource Management Act 1991
- (2) Section 59 Land Act 1948
- (3) Rights of way created by Easement Certificates A100134 and 300816.1
- (4) Consent Notice C.871433.4
- (5) Resolution C.871433.5
- (6) Transfer C.871433.7
- (7) Section 243(a) Resource Management Act 1991
- (8) Section 37(1)(a) Counties Amendment Act 1961

being the land described and comprised in Certificate of Title 101C/80 (hereinafter called "the land first described")

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New Zealand Stamp Duty - Duty
Self assessed duty ***.***.***0.00

Statement of Passing over Information:

This information has been supplied by a third party. Accordingly, the Vendor and Austar Realty Limited are merely passing over this information as supplied to us by others. While we have passed on this information supplied by a third party, we have not checked, audited or reviewed the records or documents and therefore to the maximum extent permitted by law neither the Vendor nor Austar Realty Limited or any of its salespersons or employees accept any responsibility for the accuracy of the materials. Intending purchasers are advised to conduct their own investigation.

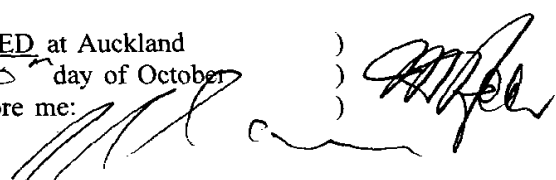


I, IAN HENDRIK BODE solemnly and sincerely declare that:

1. By Enduring Power of Attorney dated the 17th day of July, 1995 appointed me attorney on the terms and subject to the conditions, if any, set out in that Enduring Power of Attorney lodged in the Land Registry Office at Auckland under no. C.885432.1.
2. At the date of this declaration I have not received any notice or information of the revocation of that appointment by the death of RICHARD JAMES EADE or otherwise.
3. The Enduring Power of Attorney is in all respects in force at the date of this declaration by virtue of its terms and the provisions of Part IX of the Protection of Personal and Property Rights Act 1988.
4. I am authorised by the Enduring Power of Attorney to execute the annexed instrument.
5. The annexed instrument complies with all conditions and restrictions set out in the Enduring Power of Attorney, if any.

I make this solemn declaration conscientiously believing it to be true under and by virtue of the Oaths and Declarations Act 1957.

DECLARED at Auckland
this 30th day of October
1995 before me:


A Solicitor of the High Court of New Zealand

**JEREMY A CARR
SOLICITOR
AUCKLAND**

I, IAN HENDRIK BODE solemnly and sincerely declare that:

1. By Enduring Power of Attorney dated the 17th day of July, 1995 appointed me attorney on the terms and subject to the conditions, if any, set out in that Enduring Power of Attorney lodged in the Land Registry Office at Auckland under no. C.885432.2.
2. At the date of this declaration I have not received any notice or information of the revocation of that appointment by the death of JENNIFER THEA EADE or otherwise.
3. The Enduring Power of Attorney is in all respects in force at the date of this declaration by virtue of its terms and the provisions of Part IX of the Protection of Personal and Property Rights Act 1988.
4. I am authorised by the Enduring Power of Attorney to execute the annexed instrument.
5. The annexed instrument complies with all conditions and restrictions set out in the Enduring Power of Attorney, if any.

I make this solemn declaration conscientiously believing it to be true under and by virtue of the Oaths and Declarations Act 1957.

DECLARED at Auckland
this 30 day of October
1995 before me:


A Solicitor of the High Court of New Zealand
JEREMY A CARR
SOLICITOR
AUCKLAND

- B. It is the Transferor's intention that Lots 1 to 6 (inclusive) on Deceased Plan 157247 ("the land secondly described") be subject to a general scheme applicable to and for the benefit of the land secondly described, and that the owner or occupier for the time being of the land secondly described should be bound by the stipulations and restrictions set out in the schedule, and the respective owners and occupiers for the time being of the land secondly described may be able to enforce the observance of such stipulations and restrictions by the respective owners or occupiers for the time being of the land secondly described in equity or otherwise.
- C. By an agreement dated the 29th day of April 1995 the Transferor agreed to sell the land first described to RONALD ANDREW STURCH, Flight Attendant and MARAMA LEE STURCH, his wife, both of Auckland ("the Transferee") for the consideration hereafter appearing, and the Transferee agreed to purchase the same and to enter into the covenants on the part of the Transferee.

IN CONSIDERATION OF THE SUM OF one hundred and forty-seven thousand dollars (\$147,000.00) paid by the Transferee to the Transferor (the receipt of which is acknowledged), the Transferor transfers to the Transferee all the Transferor's estate and interest in the land first described.

COVENANTS

1. The Transferee so as to bind the land first described, and for the benefit of all the land secondly described, covenants and agrees with the Transferor for the benefit of the land secondly described, that the Transferee will at all times observe and perform all the stipulations and restrictions contained in the Schedule to the intent that each of the stipulations and restrictions shall enure for the benefit of all the land secondly described.
2. The Transferee shall, as regards the stipulations and restrictions, be liable only in respect of breaches of them which occur while the Transferee is the registered proprietor of the land first described or any part of it in respect of which any breach occurs.
3. The Transferee covenants that the Transferee will at all times keep indemnified the Transferor from all proceedings, costs, claims and demands in respect of breaches by the Transferee of the covenants and restrictions.
4. The Transferee will not call upon the Transferor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the land first described and the adjoining land owned by the Transferor PROVIDED THAT this covenant shall not enure for the benefit of the subsequent purchasers of such adjoining land.

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5. For the purposes of the Schedule, reference to "the land" shall refer to the first described land, but excluding the undivided one-sixth share in Lot 7 Deposited Plan 167247 ("the access lot").

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1. The Transferee shall not:

- a. Erect any building other than a new residential home or permit or allow the removal onto the land of any pre-built transportable or relocatable house or existing house which has previously been lived in.
- b. Erect a dwelling-house on the land of a floor area less than 120 square metres and if of a floor area of less than 160 square metres, plans and specifications must be approved in writing by the Transferor prior to commencement of construction of such dwelling-house. (The floor area measurement in both cases to be exclusive of garage, carports, decking, breezeways, roof overhang and other accessory buildings).
- c. Not to use any metal clad roof that has not been factory pre-painted.
- d. Once construction has been substantially completed bring onto or allow to remain on the land or any internal road or the access lot, any temporary dwelling, caravan, trade vehicle or other equipment or materials or machinery unless garaged or screened so as to preserve the amenities of the neighbourhood and to prevent noise likely to cause offence to residents in the subdivision. No recreational or commercial vehicles are to be regularly located on the road, the access lot or footpath, nor in front of the building line of the dwelling on the land.
- e. Permit the land to be occupied or used as a residence unless the buildings on the land have been substantially completed in accordance with this agreement and any local authority building consent.
- f. Erect any fence exceeding 1.83 metres in height above the finished subdivision ground level of the land. No second hand material or corrugated iron is to be used in the construction of the fence and the materials to be used in the construction of the fence are to be commensurate with the construction of the dwelling.
- g. Display any advertisement, sign or hoarding of a commercial nature on any part of the land or on the access lot or on the buildings on the land.
- h. Carry out landscaping on the right-of-way or access lot except in accordance with the general overall landscaping plan prepared by the Transferor, or with /frontage MLD RAS RAB

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prior written approval by the Transferor.

- i. Bring on to, raise, breed or keep any animals on a commercial basis on the land or in buildings on the land.
 - j. Bring on to, raise, breed or keep any livestock on the land or in buildings on the land.
 - k. Construct any clothesline or letterbox except such clothesline or letterbox as may be aesthetically sensitive in terms of design and location, siting any clothesline in such a way as to not be highly visible from the access lot and siting any letterbox adjacent to but not in the access lot.
2. The Transferee shall:
- a. Construct any dwelling with a minimum of 75% of the exterior cladding of the dwelling consisting of any of the following materials: kiln, fired or concrete brick, stucco textured finish, stone or timber, pre-finished metal or vinyl weatherboard construction or any other new exterior cladding material for which the Transferee has first obtained the Transferor's consent in writing. Any dwelling with an exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured in such a manner as to fully cover the base material.
 - b. Complete any dwelling ^{within} nine months of laying down the foundations for such dwelling and within fifteen months of laying down the foundations, complete all ancillary work such as fencing and landscaping AND FURTHER within that fifteen months construct in a proper and tradesmanlike manner a driveway, or vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving or tar sealing.
 - c. Keep and maintain in a neat and tidy condition the right-of-way access and lot frontage of the land.
 - d. Construct any garage, carport or other outbuilding in the same materials as stipulated in this schedule and of a design as to be architecturally integrated with the main dwelling.
 - e. Enhance the quality and appearance of attachments to all buildings on the land (including but not necessarily limited to television antenna and solar hot water panels) and to construct such attachments to be discreetly integrated with the buildings so they are not highly visible from the street, thoroughfare or adjacent land.
 - f. Ensure that in any construction, due allowance is made for adequate current and future drainage of all access stormwater from the land, the Transferee

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remaining responsible for all costs, claims or demands for any remedial action undertaken for any breach hereof.

- g. Reinstated, replaced or be responsible for all costs arising from damage to the landscape, road, footpaths, kerbs, concrete or other structures in the subdivision arising from the Transferee's use of the land directly or indirectly through the Transferee's agent or invitees.
3. If the land or access lot has on it any structures or anything else which is in breach of the covenants in this schedule, the Transferee shall pay the legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the rights and remedies of the Transferor or other registered proprietors of the secondly described land.

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~~In Consideration of the~~

paid to the Transferor by

~~(herein called "the Transferee") the receipt of which sum is hereby acknowledged. Hereby Transfers to the Transferee all the Transferor's estate and interest in the said piece or pieces of land~~

In witness whereof these presents have been executed this 30th day of October 19 95

Signed by the Transferor
RICHARD JAMES EADE
and JENNIFER THEA
EADE

(by the affixing of its common seal)

*Richard James Eade and Jennifer Thea
by his attorney for
Hendrick Boer*
*Eade by his
attorney for Hendrick
Boer.*

VICKI J. O'NEILL of
LEGAL EXECUTIVE
HESKETH HENRY
AUCKLAND

Signed by the Transferee
RONALD ANDREW STURCH
and MARAMA LEE STURCH
in the presence of:

R. Sturch
M. L. Sturch

J. Ansdell
JILLIAN ANSDALL

Legal Executive to
A. J. H. Witten-Hannah
Solicitor, Takapuna

MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

...R.J. and J.T. Eade Transferor

[Signature]
SOLICITOR FOR THE TRANSFEREE

...R.A. and M.L. Eade Transferee

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 TRANSFEREE

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

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.

Assistant / District Land Registrar of the
District of

[Signature]
SOLICITOR FOR THE TRANSFEREE

A.J.H. WITTEN-HANNAH
SOLICITOR
AUCKLAND

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PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
DISTRICT REGISTRAR AUCKLAND