



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy


R. W. Muir
Registrar-General
of Land

Identifier 146382
Land Registration District South Auckland
Date Issued 26 November 2004

Prior References
SA54D/553

Estate Fee Simple
Area 1.3790 hectares more or less
Legal Description Lot 3 Deposited Plan 335708

Proprietors

Elizabeth Anne McGuigan, Christopher Noel Pyke and Vosper Trustees Limited as to a 1/2 share
Christopher Noel Pyke, Elizabeth Anne McGuigan and Vosper Trustees Limited as to a 1/2 share

Interests

Subject to Section 59 Land Act 1948

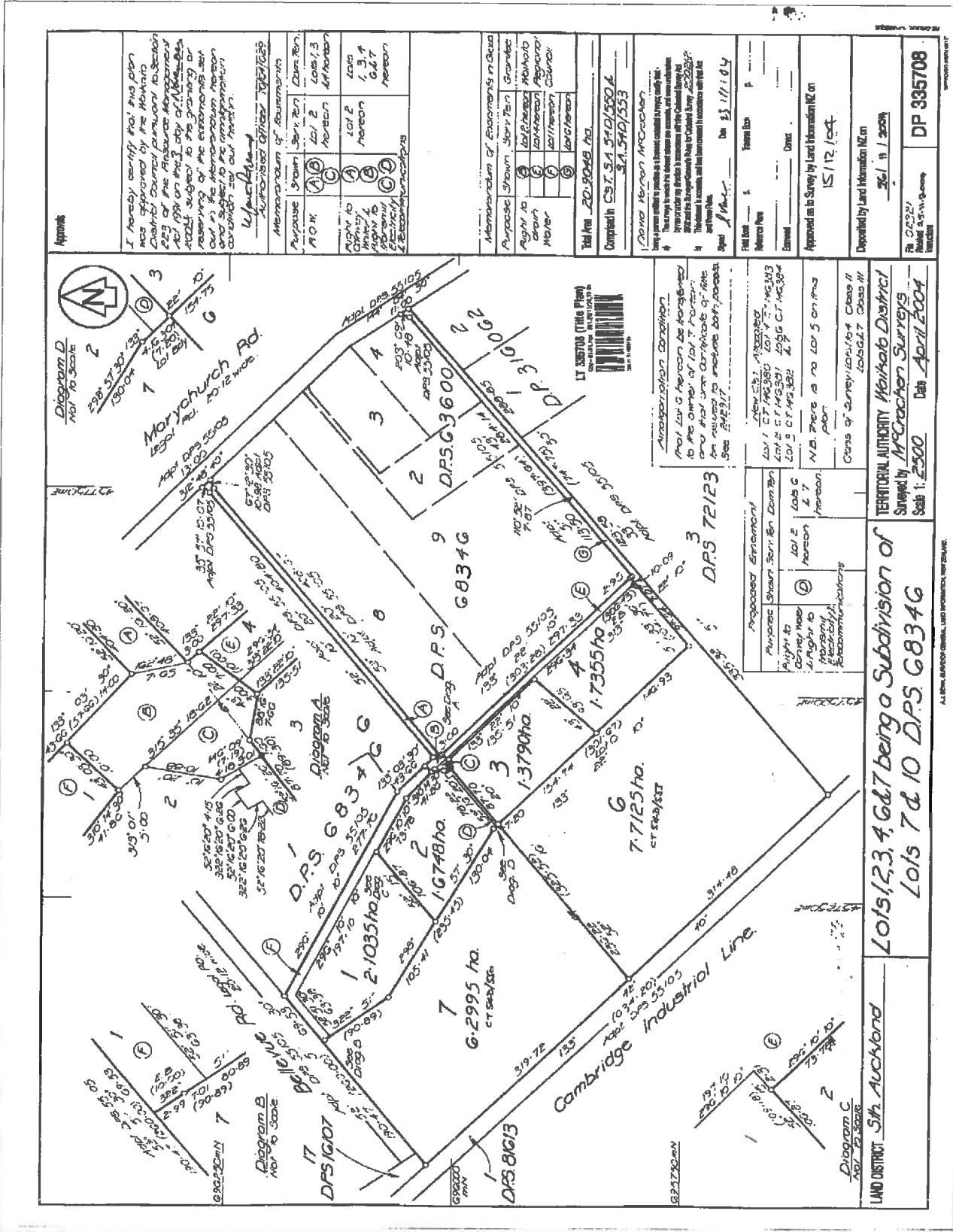
Appurtenant hereto is a right of way, right to convey water, right to transmit electricity and telecommunications created by Easement Instrument 6229532.8 - 26.11.2004 at 9:00 am

The easements created by Easement Instrument 6229532.8 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Transfer 6334568.2 - 4.3.2005 at 9:00 am

Fencing Covenant in Transfer 6334568.2 - 4.3.2005 at 9:00 am

10518770.3 Mortgage to Westpac New Zealand Limited - 5.8.2016 at 4:42 pm



Approvals

I hereby certify that this plan was approved by the Auckland District Council pursuant to Section 223 of the Resource Management Act 1991 on the 3 day of November 2004 subject to the granting of easements of the easements set out in the Memorandum of Easements attached to this application.

Upackham
Authorised Officer 17/01/2004

Memorandum of Easements

Purpose Shown	Sp. Ser.	Dom. Ser.
(A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	(A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	(A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)

Memorandum of Easements in Gross

Purpose Shown	Sp. Ser.	Dom. Ser.
(A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	(A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	(A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)

Total Area: 20.9048 ha.

Computed in: CST 54 3710/550 A
S.A. 5410/553

David Vernon McCracken
This copy is valid for 30 days from the date of issue, and is subject to the provisions of Section 223 of the Resource Management Act 1991. The plan is subject to the provisions of the Resource Management Act 1991. The plan is subject to the provisions of the Resource Management Act 1991.

Scale: 1:1114

Plan No.: A

Transmit to: P

Received: _____

Approved as to Survey by Land Information NZ on: 15/12/04

Deposited by Land Information NZ on: 15/12/04

File No.: _____

Registered: _____

DP 395708

LAND DISTRICT: 5th Auckland

TERRITORIAL AUTHORITY: Mairangi District

Surveyed by: McCracken Surveys

Scale: 1:500

Date: April 2004

Lots 1, 2, 3, 4, 6 & 7 being a Subdivision of Lots 7 & 10 D.P.S. 6834 G

Approved by Registrar-General of Land under No. 2002/1026
TRANSFER Instrument
 Section 90, Land Transfer Act 1952

T 6334568.2 Transfer
 Cpy - 01/01, Pgs - 008, 03/03/06, 16:52



Land Registration District

SOUTH AUCKLAND

**Unique Identifier(s)
 Or C/T(s)**

All or Part

Area and legal description - Insert only when part or Stratum, CT

146382		ALL	
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Transferor

Sumames must be underlined

JONATHON MARK DRYLAND AND GAIL LORRAINE DRYLAND

Transferee

Sumames must be underlined

Elizabeth Anne MCGUIGAN, Christopher Noel PYKE and Vosper Trustees Limited ($\frac{1}{2}$ share) and Christopher Noel PYKE, Elizabeth Anne MCGUIGAN and Vosper Trustees Limited ($\frac{1}{2}$ share)

Estate or interest to be transferred, or easement(s) or profit(s) a prendre to be created
 State if fencing covenant imposed.

Fee simple subject to the covenants annexed hereto on pages 1-5

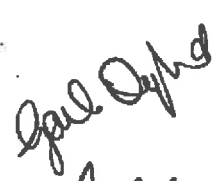
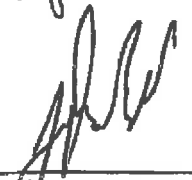
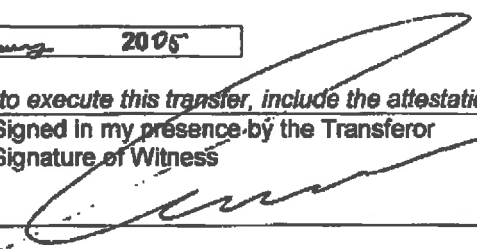
Operative Clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above Certificate(s) of title or computer register(s) and, if an easement or profit a prendre is described above, that Easement or profit a prendre is granted or created.

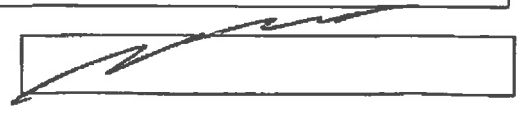
Dated this 25th day of February 2005

* Continued on annexure schedule

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule)

  Signature, or common seal of Transferor	Signed in my presence by the Transferor Signature of Witness  Witness to complete in BLOCK letters below (unless typewritten or legibly stamped) Witness name PAUL CLARK Occupation SOLICITOR HAMILTON Address
	Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952



27.
850

Lot 3

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 25 February 2005

Page 2 of 6 pages

(Continue in additional Annexure Schedule, if required.)

WHEREAS the transferor as the registered proprietor of all the land formerly contained in Certificate of Title SA 54D/1550 and SA 54D/1553 subdivided that land into residential lots in the manner shown and defined on Deposited Plan 335708.

AND WHEREAS it is the intention of the transferor to create for the benefit of the land set out in the First Schedule (hereinafter referred to as the "Dominant Lots") the land covenant set out in the Second Schedule over the land in Certificate of Title 146380 (hereinafter called the "Servient Lot")

146382

TO THE INTENT that the Servient Lot shall be bound by the stipulations and restrictions contained in the Second Schedule and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations and restrictions against the owners for the time being of the Servient Lot AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lot and for the benefit of the respective Dominant Lots the transferee

DOES HEREBY COVENANT AND AGREE in the manner set out in the Second Schedule hereto so that the covenants run with the Servient Lot for the respective Dominant Lots as described in the First Schedule

PROVIDED ALWAYS THAT THE Transferee shall as regards the said covenants and restrictions be liable only in respect of the breaches thereof which occur while they shall be the registered proprietor of the Servient Lot or any part thereof in respect of which any breach shall occur

FIRST SCHEDULE

Lot	Plan Number	Certificate of Title
1	335708	146380
2	335708	146381
4	335708	146383
6 & 7	335708	146384

(excluding the land transferred herein)

4

SECOND SCHEDULE

The parties acknowledge and agree that the property is part of a development which is intended to be a well designed rural subdivision and that it is desirable that supervision and control be exercised for the protection and in the interests of the owners of all the lots in the subdivision. In recognition of these objects the purchaser of his/her/its lot and for the benefit of all other rural lots comprised in the

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

[Handwritten signatures and initials]

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

25 February 2005.

Page

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of

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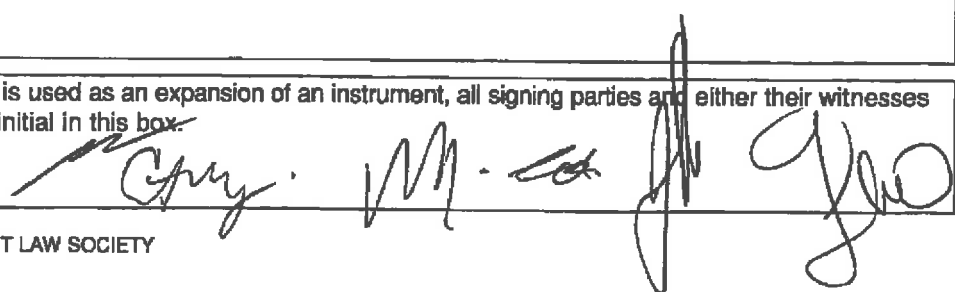
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(Continue in additional Annexure Schedule, if required.)

subdivision hereby agrees with the vendor and will covenant whether by deed, transfer or otherwise as required with the vendor or such other person or persons as are nominated by the vendor (including its successors in title) for the purchaser and his/her/its assigns and successors in title in relation to the property as follows;

1. Not erect construct or place on the property nor allow to be erected constructed or placed on the property any dwelling house which is not a new residential dwelling house.
2. Not erect a house with a floor area of less than 150m², exclusive of garage, carport, decking, verandas, roof overhangs and other accessory buildings.
3. Not construct any building with the exterior, non glazed cladding, being other than a minimum of 70% of cladding comprised of the following materials;
 - (a) Kiln fired or concrete brick;
 - (b) Stucco textured finish;
 - (c) Stone;
 - (d) Zinc aluminium or such pre finished surfaces as may be incorporated in an architectural design;
 - (e) Timber weather boards or pre finished metal weather boards bonded to solid timber boards having a maximum finished width not exceeding 180mm;
 - (f) Any exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured in solid plaster or similar approved texture covering system so as to fully cover the base material.;
 - (g) Any other exterior cladding that the vendor may allow provided it is of a comparable standard and quality to those claddings described above;
 - (h) Where the dwelling house has more than a single level (excluding garage, carport, decks and split levels) the minimum of 70% of the non glazed exterior cladding may be reduced to 65% provided the non specific cladding is predominately used in cladding the upper levels.
4. Not use any metal clad roof that has not been factory pre-painted (colour steel) or pre-finished (zinc aluminium).
5. Not to erect any dwelling house without a minimum of at least one valley in the roof line.
6. Not to permit the construction of a dwelling house on the property to take more than a period of twelve months from the date when footings are commenced to completion. For the purpose of this clause "completion" involves all exterior finishing including painting if required.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Transfer

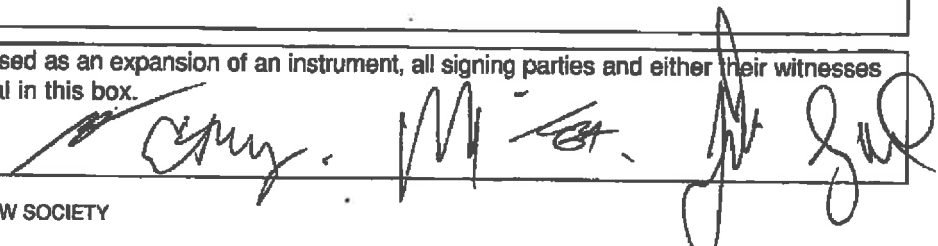
Dated 25 February 2005

Page 4 of 6 pages

(Continue in additional Annexure Schedule, if required.)

- machinery or any vehicle of a commercial or recreational nature unless garaged or screened from adjacent properties so as to preserve the amenities of the neighbourhood.
8. Not erect any fence constructed of corrugated iron or other solid metal products.
 9. Not to permit the growth of thistle, ragwort or any other noxious weeds.
 10. Not to permit the keeping of pigs, donkeys or poultry or more than two (2) dogs on the property PROVIDED THAT the keeping of not more than ten (10) domestic hens shall not be a breach of this covenant. For the purpose of this clause the expression "hens" shall not include roosters.
 11. Not permit or allow motor vehicle / motorcycle recreation or other obnoxious noisome activity on the property other than for agricultural or horticultural purposes.
 12. Not to permit any manufacturing or commercial activities to take place on the property of a non agricultural or horticultural nature.
 13. Not to permit the erection of tunnel houses or glass houses other than for domestic consumption on the property.
 14. Not to permit or suffer the removal of soil or sand from the Lot except as shall be necessary for the construction of the buildings and driveways.
 15. Not to call upon the Transferor to erect or contribute towards the cost of erection or repair of any boundary fences or dividing fences between the property herein and any other property owned by the Transferor, but this provision shall not enure for the benefit of any subsequent Registered Proprietor of the said property.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

25 February 2005.

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of

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pages

(Continue in additional Annexure Schedule, if required.)

PROVIDED AND IT IS FURTHER AGREED AND ACKNOWLEDGED THAT:

1. The above protective covenants shall run with the land and shall at the discretion of the Transferor be incorporated in any memorandum of transfer to the Registered Proprietor or, in the alternative, may be added to the title to the Lot by the Transferor prior to the issue of title. If the Registered Proprietor shall transfer, assign or otherwise dispose of the Registered Proprietor's interest in the Lot to a second Registered Proprietor, then the Registered Proprietor shall make such transfer, assignment or disposition subject to the provisions of the above covenants and shall procure from the second Registered Proprietor a deed of covenant in favour of the Transferor whereby such second Registered Proprietor undertakes to fulfil the Registered Proprietor's obligations in respect of the above covenants.
2. Acknowledging that the value of the area of the subdivision will be affected by the standard of buildings erected on the property and by failure to comply with the covenants contained in this transfer the Registered Proprietor covenants for the Registered Proprietor personally and the Registered Proprietor's executors, administrators and assigns that should the Registered Proprietor fail to comply with, observe, perform, or complete any of the covenants contained in this transfer, then without prejudice to any other liability the Registered Proprietor may hand to the transferor, including the vendor of any lot in the transferor's subdivisional plan the Registered Proprietor will:
 - (a) Pay to the transferor as liquidated damages the sum of **TWENTY THOUSAND DOLLARS (\$20,000.00)** or a sum equal to 20 per centum of the cost of the erection of the dwelling house whichever sum is the larger immediately upon receipt of a written demand for payment from the transferor or the transferor's solicitors; and
 - (b) Shall permanently remove or cause to be permanently removed from the property any improvement or structure so erected or repaired or other cause of any breach or non-observance of the foregoing covenants.
3. The Registered Proprietor shall only have any liability hereunder while the Registered Proprietor is a Registered Proprietor of the property.
4. In any instance of default under the second schedule the remedying of such default within one month of notice in writing requiring the removal of such cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the said covenants shall avoid the payment of the penal sum prescribed by clause 3(a) above **PROVIDED THAT** this waiver shall not apply in respect of any subsequent default of a similar nature.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Handwritten signatures of the parties and witnesses, including a large signature on the right and several smaller ones on the left.

Annexure Schedule

Insert below:-
"Mortgage", "Transfer", "Lease" etc.

Transfer

dated

25/2/05

page

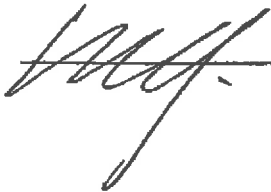
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Attestation Continued...



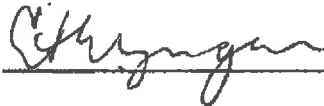
Signed in my presence by the Transferee
Signature of Witness:



Witness to complete in BLOCK letters

Witness name:
Occupation:
Address:

**V.F. Mathieson
Legal Executive
Cambridge**



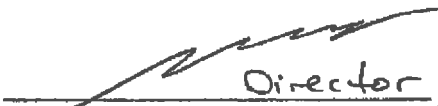
Signed in my presence by the Transferee
Signature of Witness:



Witness to complete in BLOCK letters

Witness name:
Occupation:
Address:

**V.F. Mathieson
Legal Executive
Cambridge**


Director

Signed in my presence by the Transferee
Signature of Witness:



Witness to complete in BLOCK letters

Witness name:
Occupation:
Address:

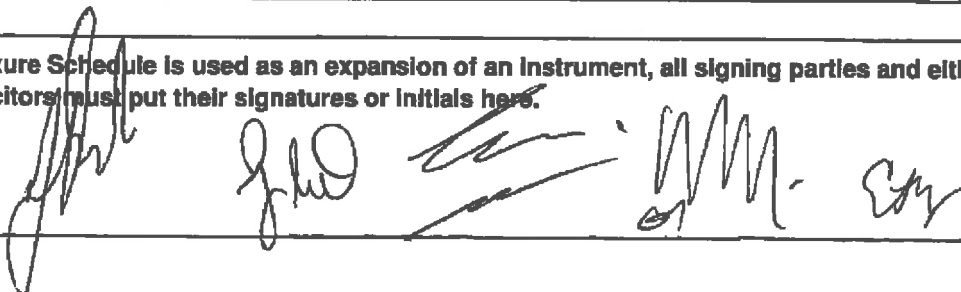
**V.F. Mathieson
Legal Executive
Cambridge**

Signed in my presence by the Transferee
Signature of Witness:

Witness to complete in BLOCK letters

Witness name:
Occupation:
Address:

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. 2002/6055
Easement instrument to grant easement or profit à prendre, or create land covenant
 Sections 90A and 90F, Land Transfer Act 1952

EI 6229532.8 Easement I

DocID 811088188
 Copy - 01/01, Pgs - 003, 16/12/04, 14:22



Land registration district

South Auckland

Grantor

Surname(s) *n*

Gail Lorraine Dryland & Jonathon Mark Dryland

Grantee

Surname(s) must be underlined.

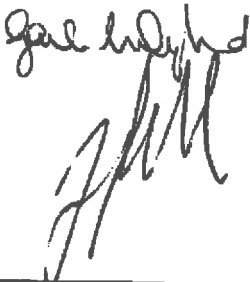
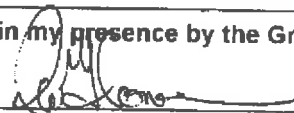
Gail Lorraine Dryland & Jonathon Mark Dryland

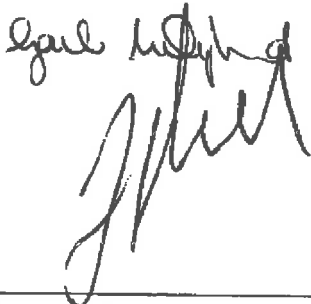
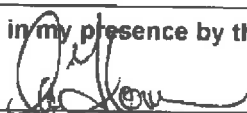
Grant* of easement or profit à prendre or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

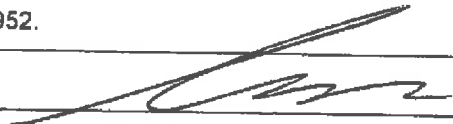
Dated this 8th day of October 2004

Attestation

 Signature [common seal] of Grantor	Signed in my presence by the Grantor  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name AVA. D THOMSEN Occupation LEGAL EXECUTIVE HAMILTON Address

 Signature [common seal] of Grantee	Signed in my presence by the Grantee  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name AVA. D THOMSEN Occupation LEGAL EXECUTIVE HAMILTON Address

Certified correct for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used

Approved by Registrar-General of Land under No. 2002/6055
Annexure Schedule 1

Easement instrument

Dated 8 October, 2004

Page 1 of 2 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way	A, B & C	Lot 2 IP 335708 146381	Lots 1, 3 & 4 IP 335708 146380 & 146382 & 146383
Right to convey water Right to transmit electricity & telecommunications	A, B & C + D	Lot 2 IP 335708 146381	Lots 1, 3 & 4 IP 335708 146380 146382 146383
Right to convey water Right to transmit electricity & telecommunications	A, B & C + D	Lot 2 IP 335708 146381	Lots 6 & 7 IP 335708 146384
Right to take & convey water & rights to transmit electricity & telecommunications	D	Lot 2 IP 335708 146381	Lots 6 & 7 IP 335708 146384

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Delete phrases in [] and insert memorandum number as required.
 Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are [varied] [negatived] [added to] or [substituted] by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].

[the provisions set out in Annexure Schedule 2].

Covenant provisions

Delete phrases in [] and insert memorandum number as required.
 Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule 2].

All signing parties and either their witnesses or solicitors must sign or initial in this box

[Handwritten signatures and initials]

Annexure Schedule 2

Insert below:-
"Mortgage", "Transfer", "Lease" etc.

EASEMENT CERTIFICATE

dated

8 October, 2004

page

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of

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pages

CONTINUATION OF RIGHTS AND POWERS

RIGHT TO CONVEY WATER

The same rights and powers as set out in paragraph 3 of the Fourth Schedule to the Land Transfer Regulations 2002

RIGHTS OF WAY

The same rights and powers as set out in paragraph 6 of the Fourth Schedule to the Land Transfer Regulations 2002 and Ninth Schedule to the Property Law Act 1952

RIGHT TO CONVEY ELECTRICITY

The same rights and powers as set out in paragraph 7 of the Fourth Schedule to the Land Transfer Regulations 2002

RIGHT TO CONVEY TELECOMMUNICATIONS

The same rights and powers as set out in paragraph 8 of the Fourth Schedule to the Land Transfer Regulations 2002

TOGETHER WITH, IN RESPECT OF ALL OF THE SAID EASEMENTS, the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002 SAVE THAT:

- (a) Any maintenance, repair or replacement of any easement facility set out herein that is necessary because of any act or omission by any user (being either or all the owners of the dominant and servient tenement) of the easement facility (which includes any of their agents, employees, contractors, subcontractors or invitees of the user) must be carried out promptly by that user at the sole cost of that user or in such proportion as relates to the act or omission.
- (b) Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Ninth Schedule must prevail.
- (c) Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this Easement Instrument, the modifications must prevail.

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.

