



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Historical Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

Constituted as a Record of Title pursuant to Sections 7 and 12 of the Land Transfer Act 2017 - 12 November 2018

**Identifier** SA71C/268  
**Land Registration District** South Auckland  
**Date Issued** 14 July 2005

**Prior References**

SA68A/96

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**Estate** Fee Simple  
**Area** 8292 square metres more or less  
**Legal Description** Lot 9 Deposited Plan 90207

**Original Registered Owners**

Tauwhare Trustee Limited

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**Interests**

K33076 Building Line Restriction  
6251075.2 Mortgage to Rabobank New Zealand Limited - 14.12.2004 at 9:00 am  
6495686.5 Transfer to Tauwhare Trustee Limited - 14.7.2005 at 9:00 am  
Land Covenant in Transfer 6495686.5 - 14.7.2005 at 9:00 am  
Fencing Covenant in Transfer 6495686.5 - 14.7.2005 at 9:00 am  
6522896.1 Discharge of Mortgage 6251075.2 - 5.8.2005 at 9:23 am  
6515761.1 Transfer to WEDGEWOOD LIMITED - 5.8.2005 at 2:01 pm  
6925783.1 Departmental dealing correcting data supporting legal description - 22.6.2006 at 3:58 pm

**Transfer instrument**  
Section 90, Land Transfer Act 1952

**T 6495686.5 Transfer**

Cpy - 01/01, Pgs - 007, 13/07/06, 16:06



DocID: 611247632



Land registration district

**SOUTH AUCKLAND**

Unique identifier(s)  
or C/T(s)

All/part

Area/description of part or stratum

See Attached Schedule  
**A**

Transferor

Surname(s) must be underlined or in CAPITALS.

**TAUWHARE TRUSTEE LIMITED**

Transferee

Surname(s) must be underlined or in CAPITALS.

**TAUWHARE TRUSTEE LIMITED**

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



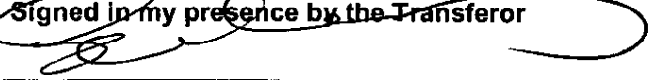
**Fee Simple subject to a land covenant and the transferee shall be bound by a fencing covenant as defined in Section 2 of The Fencing Act 1978 in favour of the Transferor (Continued on Page 2)**

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 à prendre is described above, that easement or profit à prendre is granted or created.

Dated this **29** day of **June** 2005

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

 	<p><b>Signed in my presence by the Transferor</b></p> 
	<p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature [common seal] of Transferor</p>	<p>LAWRENCE G. CABLES BARRISTER &amp; SOLICITOR P.O. BOX 4333 HAMILTON</p>

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

[Solicitor for] the Transferee

**Annexure Schedule**



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

29<sup>th</sup> June 2005

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of

5

pages

(Continue in additional Annexure Schedule, if required.)

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

The Transferee covenants with the Transferor as set out in Schedule B herein and the covenants form part of this Memorandum and the Transferee and the Transferor hereby request that such covenants be noted against Certificates of Title 71C/260 to 71C/269 inclusive (South Auckland Registry)

The Transferee covenants to create for the benefit of each of the Lots in Schedule A the land covenants set out in Schedule B over all the other lots in Schedule A TO THE INTENT that each of the Lots shall be bound by the stipulations and restrictions set out in Schedule B.

The land covenants in Schedule B shall be restrictive covenant running forever with each of the lots in Schedule A for the benefit of and subject to any provisions of Schedule B forever appurtenant to all of the other lots in Schedule A.

SCHEDULE A

An estate in fee simple in each

Lots 1 to 10 inclusive on Deposited Plan S.90207 being Certificates of Title 71C/260 to 71C/269 inclusive (South Auckland Registry).

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

29 June 2005

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(Continue in additional Annexure Schedule, if required.)

SCHEDULE B

At all times from the date of this transfer the Registered Proprietor for the time being of any part of the land described in Schedule A hereto ("the Registered Proprietor") shall

- 1. Not erect any dwelling house on the land with a ground floor area of less than 150 square metres excluding garage, carports, decking, verandah, roof overhangs and any other accessory buildings.
- 2. Not permit or allow the erection on the land of any existing or pre-built house which has been previously lived in or not.
- 3. Not erect or place or permit to be erected or placed on the land any dwelling, carport, garage or other structure;

a) Unless a minimum of 70% of the non-glazed exterior cladding of the dwelling consists of any of the following materials;

Kiln fired or concrete brick;

Stucco textured finish;

Stone;

Timber weather boards or pre-finished metal weather boards bonded to solid timber boards or having a maximum finished width not exceeding 180mm.

Any building whose exterior finish is in the form of flat cladding, poured concrete or similar shall have a textured surface and if concrete block a plastered finish in such a manner as to fully cover the base material.

b) All exterior surfaces that are not pre-colour-coated or finished are to be painted and/or stained to a professional finish prior to occupation of the building.

c) No metal clad roof is to be used which has not been factory pre-painted nor is any roofing material to be used which will create a glare offensive to adjoining owners.

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

29 June 2005

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(Continue in additional Annexure Schedule, if required.)

4. Not permit any building or associated works in the course of construction to be left without substantial work being carried out for a period exceeding three months and to substantially complete construction of any such building within 12 months of commencement of construction work.
5. Not erect a fence;
  - a) Constructed of corrugated iron or other solid metal product;
  - b) More than 1.8 metres in height.
6. Not place or allow to remain in the land any water tanks that are exposed above a finished ground level by more than 1 metre, providing any part of the water tank above ground level must be painted in a colour scheme that matches the house built on the land.
7. Reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, easements, concrete or other structures in the subdivision arising from the Transferee's use of the land directly or indirectly or through the Transferee's agents or invitees.
8. Not permit or suffer the erection of any temporary building or structure upon the land except as may be used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of construction of such permanent buildings.
9. Not permit or suffer any rubbish, car parts or any other form of machinery to accumulate or be placed on the land nor permit any excessive growth of grass so that the same becomes long, unsightly or a fire hazard. Proving the setting aside of a paddock for the making of hay will not breach this covenant.
10. Not occupy or use any dwelling house on the land as a residence until it has been completed in accordance with the terms of these covenants and the appropriate local authority completion certificate has been issued for the dwelling.

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

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(Continue in additional Annexure Schedule, if required.)

11. Not permit the land to be used for any purpose that allows or comprises;
  - a) Commercial horticultural including mono species plantations/forestry.
  - b) Keeping or pasturing any pig, goat, poultry, rooster, deer, ostrich, emu, ferrets or fitch, donkey (other than poultry for the purchasers own domestic purposes) nor use the property for boarding kennels.
  - c) Noisy or odoriferous manufacturing or process activities.
12. Not permit or allow any dog (maximum 2) to roam free on the land without proper supervision and to ensure that all dogs are at all times, in the absence of their owner, kept in a secure yard at the rear of the dwelling or alternatively secured in a kennel at the rear of the dwelling.
13. Not use the land for any commercial operation other than;
  - a) Grazing of livestock;
  - b) Homestay and/or bed and breakfast operations;
  - c) Home office work of a clerical or administrative nature.

Any such commercial operation to comply with the local authority regulations and bylaws.

Not display more than one advertisement, sign or hoarding of a commercial nature on any part of the land or building and any such advertisement to comply with local authority regulations and bylaws.

14. Not allow any trees, shrubs, hedges, shelter belts or any other form of vegetation to grow on the land to such an extent as to unduly impede, shade or interfere with views from any dwelling house erected on other Lots on the subdivision or, in the case of Lots where no dwelling house has been erected, the primary residential building site on such Lot or Lots.
15. Keep and maintain the land (including any part of it subject to a right of way or any other easement) in a neat and tidy condition.

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 - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Mortgage**

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**RABOBANK NEW ZEALAND LIMITED**

**Mortgage under Mortgage no. 6251075.2**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**Deposit of subdivisional plan DPS 90207, the issue of new titles, creation of the Easements referred to on the said plan and the registration and creation of the fencing and land covenants in the annexed transfer.**

Dated this 9<sup>TH</sup> day of JUNE 2005

**Attestation**

SIGNED for RABOBANK  
NEW ZEALAND LIMITED  
by its Attorneys in the presence of:  
**John Peter Larcomb**

Manju Datt Prasad  
Manju Datt Prasad

Signature of Consentor

Signed in my presence by the Consentor

J.R.O.

Signature of Witness

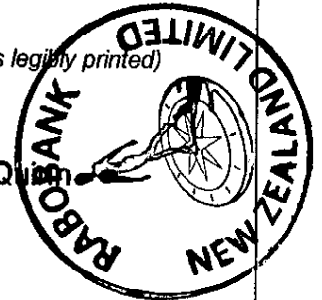
Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

**Tania Ramari**  
Bank Officer  
Wellington



An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

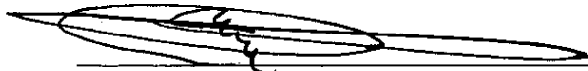
**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

We, **John Peter Larcomb** and **Manju Datt Prasad**  
National Manager and Manager respectively, both of Wellington in New Zealand do hereby  
certify:

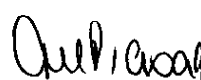
1. THAT by deed dated 18<sup>th</sup> day of April 2000 Rabobank New Zealand Limited,  
appointed us as its attorney's on the terms and subject to the conditions set out in the  
said deed.
  
2. THAT the power of attorney was deposited in the Land Transfer Office at:  

Blenheim (Marlborough Registry) and there numbered	215414.1
Christchurch (Canterbury Registry) and there numbered	A483706.1
Dunedin (Otago Registry) and there numbered	5013528.1
Gisborne (Poverty Bay Registry) and there numbered	231450.1
Hamilton (South Auckland Registry) and there numbered	B637396.1
Hokitika (Westland Registry) and there numbered	115481.1
Invercargill (Southland Registry) and there numbered	5016998.1
Napier (Hawkes Bay Registry) and there numbered	709427.1
Nelson (Nelson Registry) and there numbered	402416.1
New Plymouth (Taranaki Registry) and there numbered	475072.1
Wellington (Wellington Registry) and there numbered	B810600.1
Auckland (North Auckland Registry) and there numbered	D557660.1
  
3. THAT as the date hereof we have not received any notice or information of the  
revocation of that appointment by the winding up of the said Rabobank New Zealand  
Limited or otherwise.

SIGNED at Wellington this 9<sup>th</sup> day of June 2005.



**John Peter Larcomb**



**Manju Datt Prasad**

