

**TRANSFER**  
Land Transfer Act 1952

**T 5374576.8 Transfer**  
CPV - 01/01, Pgs - 009, 28/11/02, 15:08  
DocID: 31059992

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

**NORTH AUCKLAND**

Certificate of Title No. All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

See second Schedule attached

Transferor Surnames must be underlined or in CAPITALS

Alan DAWN and Gaylene Elma DAWN

Transferee Surnames must be underlined or in CAPITALS

Alan DAWN and Gaylene Elma DAWN

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No .....; Right of way etc.*

Fee simple subject to land covenants and fencing covenant (continued on page 2 Annexure Schedule)

Consideration



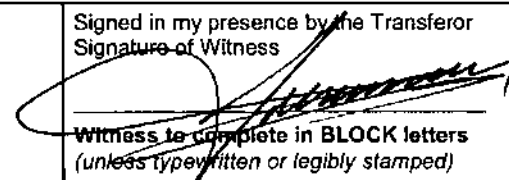
\$1.00

Operative Clause

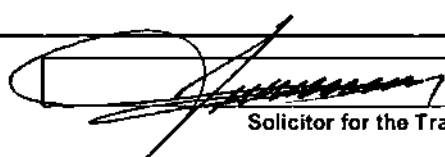
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 8th day of October 2002

Attestation

 	Signed in my presence by the Transferor Signature of Witness 
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name <b>PETER GILMOUR MACAULEY</b> Occupation <b>SOLICITOR</b> Address <b>KAIKOHE</b>
Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952

  
Solicitor for the Transferee

## Annexure Schedule



Insert below

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

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**BACKGROUND**

- A. It is the Transferor's intention that the land described in the first schedule ("First Schedule Land") be subject to a general scheme applicable to and for the benefit of all the lots forming the First Schedule Land and that the owners or occupiers for the time being of any of the First Schedule Land should be bound by the stipulations and restrictions set out in this transfer and that the respective owners and occupiers for the time being of the balance of First Schedule Land may be able to enforce the observance of such stipulations and restrictions by the owners or occupiers for the time being of any of the First Schedule Land.
- B. The Transferors are registered as the proprietors of the estates in fee simple described in the second schedule ("Second Schedule Land").
- C. The Transferors wish to confer certain rights on the Transferees (as defined below) in respect of the First Schedule Land.
- D. The Transferors wish to utilise the provisions of section 49 and 66A of the Property Law Act 1952 to confer such rights and to this end will, by this memorandum, transfer each of the lots contained in the Second Schedule Land to themselves respectively.

**TRANSFER****1. Rights and powers**

The Transferors in their capacity as Transferees for themselves and their successors in title so as to bind each of the lots contained in the Second Schedule Land **AGREE** as Transferors for the benefit of balance of the lots contained in the First Schedule Land ("Benefitting Lots") and the registered proprietors from time to time will always observe and enjoy the rights and powers contained in the third schedule to this transfer to the end and intent that each of those rights and powers shall forever benefit the Benefitting Lots.

**2. Mediation and Arbitration**

- 2.1 Any dispute arising between the registered proprietors of the First Schedule Land as to their rights and obligations in respect of the rights and powers contained in the third schedule to this transfer which cannot be settled by negotiation shall:
- Firstly be referred to mediation to be conducted by an independent mediator appointed by the President for the time being of the Auckland District Law Society (or the successor of such Law Society) ("President"); or
  - If such mediation does not satisfactorily resolve the issue shall be determined by a single arbitrator. If the parties cannot agree upon the appointment of a single arbitrator within a reasonable time period then either party may request that the President shall appoint the arbitrator. The reference of such dispute shall be a submission to arbitration under the Arbitration Act 1996 or any statutory modification or re-enactment of such Act.

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.

G. Dawn

A. Dawn

Auckland District Law Society

REF 4120

Annexure Schedule



Insert below  
"Mortgage", "Transfer", "Lease" etc

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3. Transferees Indemnity

The Transferees further covenant with themselves as Transferors that the Transferees will at all times save harmless and keep indemnified the Transferors from all proceedings, costs, claims and demands in respect of breaches by the Transferees of any of the rights and powers that this transfer confers to the Transferees.

4. Fencing Covenant

The Transferees further covenant with themselves as Transferors that while they remain the owners of any of the First Schedule Land they cannot be called upon to contribute to the cost of fencing by the registered proprietor of any adjoining land.

Signed by the Transferees

ALAN DAWN and GAYLENE ELMA DAWN

in the presence of:

} Alan Dawn  
} G Dawn

Witness: [Signature]

Occupation: PETER GILMOUR MACAULEY  
SOLICITOR

Address: KAIKOHE

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G Dawn

Alan Dawn

[Signature]



Insert below  
"Mortgage", "Transfer", "Lease" etc

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First Schedule

1.	4.0050 ha	Lot 6	DP 208551	CT 136D/373
2.	4.1950 ha	Lot 7	DP 208551	CT 136D/374
3.	4.1960 ha	Lot 8	DP 208551	CT 136D/375
4.	5.1510 ha	Lot 9	DP 208551	CT 136D/376
5.	4.0040 ha	Lot 10	DP 208551	CT 136D/377
6.	9.4620 ha	Lot 11	DP 208551	CT 136D/378
7.	4.2290 ha	Lot 12	DP 208551	CT 136D/379
8.	101.6646 ha	Lot 13	DP 208551	CT 136D/380
9.	5565m <sup>2</sup>	Lot 14	DP 208551	CT 136D/381

*8*

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G. Dawn *[Signature]*

### Annexure Schedule



Insert below

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#### Second Schedule

1.	4.0050 ha	Lot 6	DP 208551	CT 136D/373
2.	4.1950 ha	Lot 7	DP 208551	CT 136D/374
3.	4.1960 ha	Lot 8	DP 208551	CT 136D/375
4.	5.1510 ha	Lot 9	DP 208551	CT 136D/376
5.	4.0040 ha	Lot 10	DP 208551	CT 136D/377
6.	9.4620 ha	Lot 11	DP 208551	CT 136D/378
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G. Dawn

Al Dawn

Auckland District Law Society

REF 4120

## Annexure Schedule



Insert below

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## Third Schedule

## Restrictive covenants

The registered proprietors for the time being of the Lots contained in the Second Schedule Land shall at all times observe the following restrictions in respect of those Lots, namely:

1. Not to commit waste nor cut down nor permit or allow to be cut down, damaged or destroyed by any means (including damage by livestock) any indigenous tree, bush or other vegetation standing on the property within those areas shown as "Subject to a Land Covenant" and marked "F", "G", "H", "I" and "J" on DP 208551 except as may be reasonably required for the clearing of a building envelope for the construction of a dwellinghouse and accessory buildings together with reasonable access thereto and then only with the prior written consent of the Far North District Council or Territorial Authority for the time being having jurisdiction thereover, and otherwise in strict compliance with any conditions imposed by the said Council or Territorial Authority. The Transferee shall not be deemed to be in breach of this covenant in the event that such trees, bush or other vegetation shall die from natural causes or for any reason not attributable to any act or default by the Transferee or his servants, agents, workmen, invitees or licensees.
2. Subject to the succeeding terms of this clause, not to clear or fell any other trees or vegetation (including environmental weeds) growing on the property outside the areas shown as "Subject to a Land Covenant" and marked "F", "G", "H", "I" and "J" on DP 208551 which is recognised as kiwi habitat. For the purposes of this clause, where there is any doubt as to whether an area is "recognised as kiwi habitat" the issue shall be referred to and determined by a recognised kiwi specialist who shall be a person working in the field of kiwi conservation and recognised as having specialist skills and competence in regard to kiwi conservation by the Department of Conservation or the New Zealand Kiwi Foundation Charitable Trust or the Queen Elizabeth the Second National Trust. The determination of the recognised kiwi specialist shall be final and binding all parties.

Notwithstanding the foregoing provisions of this clause, a recognised kiwi specialist may permit the clearing of trees or other vegetation growing on the property where the method of clearing to be employed is deemed by the recognised kiwi specialist as appropriate to the circumstances. Where appropriate, and where deemed necessary by the recognised kiwi specialist, such clearing work shall be done under his direct supervision. The Transferee shall not be deemed to be in breach of this covenant in the event that such clearance of trees or other vegetation shall arise from natural causes or for any reason not attributable to any act or default by the Transferee or his servants, agents, workmen, invitees or licensees.

3. Notwithstanding anything contained or implied in clauses 1 and 2 of this Schedule, not to clear or allow to remain clear at any one time an area exceeding 20% of the total area of the property.

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G. Dawson

G. Dawson

Auckland District Law Society

REF 4120

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4. Not to plant in, or deliberately introduce to the areas shown as "Subject to a Land Covenant" and marked "F", "G", "H", "I" and "J" on DP 208551 any vegetation or flora unless same is of an indigenous species found growing on the site or on any adjacent site.
5. Not to plant anywhere on the property en bloc whether as a woodlot for the purpose of future harvest or as a plantation forest any single species of exotic trees.
6. Not to erect any building or buildings, fences, water storage facilities or other structures or carry out or permit to be carried out on the property any earthworks or landscaping (including clearing) which do not blend with and complement the natural landscape and the environment, or which is obtrusive or unsightly or likely to devalue or detract from the other dominant lots having the benefits of the covenants set forth in this Schedule. In the event of there being any dispute or difference concerning the provisions of this clause, the same shall be referred to arbitration pursuant to the provisions of clause 10 hereof, and a qualified landscape architect shall be appointed as arbitrator to determine such dispute or difference.
7. Not at any time to paint, finish or maintain any building or structure on the property in colours which are not natural tones or recessive to the adjacent natural landscape. Any painting or finishing of any building or structure on the property shall be completed within six calendar months of completion of construction of such building or structure. In the event of there being any dispute or difference concerning the provisions of this clause, the same shall be referred to arbitration pursuant to the provisions of clause 10 hereof, and a qualified landscape architect shall be appointed as arbitrator to determine such dispute or difference.
8. Not to use the property or suffer it to be used other than principally for residential purposes PROVIDED HOWEVER that ancillary thereto may be operated a small business or commercial venture or activity which is not noisome, noxious, unsightly, obtrusive or likely to become a nuisance to other residents in the subdivision.
9. Not to bring onto or allow to remain on the property any vehicle, equipment, machinery, mobile structure or other object or thing which is unsightly, obtrusive, noisome, noxious or a nuisance or likely to become so.
10. (a) Unless any dispute or difference concerning these covenants is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 and any amendment thereof or any statutory provision then relating to arbitration.  
(b) If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed upon request of any party by the President or Vice President for the time being of the District Law Society of the District within which the property is situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of

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C. Dawn

A. Dawn

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Article II of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.

11. For the purposes of these restrictive covenant clauses:

- (a) References to the subdivision mean the subdivision development undertaken by the Transferor in respect of Certificates of Title 129B/981, 129B/982, 129B/983 and 129B/984 (North Auckland Registry);
- (b) References to "accessory building" means garage, carport or shed;
- (c) References to "erect" include construct and place and "erected" shall be construed accordingly;
- (d) References to "clear", "clearing" or "clearance" means removal of vegetation or damage or destruction to same by any means including grazing of livestock.

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G. Dawn

Al Dawn



Approved by Registrar-General  
of Land under No. 1995/1003EF



# TRANSFER

Land Transfer Act 1952

Law Firm Acting
Palmer Macauley Lawyers KAIKOHE

Auckland District Law Society  
REF: 4130 /2

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(except for "Law Firm Acting")