

MEMORANDUM OF TRANSFER

WHEREAS

- A. RUDOLF STEINER SCHOOLS (TITIRANGI) TRUST BOARD (hereinafter called "the Transferor") is seized of an estate in fee simple of all that piece of land containing 3297m² more or less being Lot 2 Deposited Plan 140604 and being being all the land comprised and described in Certificate of Title Volume 83C Folio 145 (North Auckland Registry) (hereinafter called "the first described land") Subject to: 1. Fencing Agreement in C.145468.4. 2. C.337756.6 Encumbrance to Waitakere City Council.
- B. The Transferor subdivided the land contained in Deposited Plan 140604 and 144262 (Auckland Registry) of which it was the registered proprietor into residential lots shown in these plans in order to sell them as residential lots in a building estate
- C. It is the Transferor's intention that all the said residential lots shall be subject to a general scheme applicable to and for the benefit of each and every one of such lots as specified in the First Schedule
- D. It is the Transferor's intention that the owners for the time being of each and every one of the said residential lots as specified in the said schedule be bound by the stipulations as restrictions set out in the Second Schedule hereto
- E. It is the Transferor's further intention that the respective owners for the time being of any of the said residential lots as specified in the First Schedule shall be able to enforce the observance of such stipulations and restrictions upon the owner or owners for the time being of any one or more of the other said residential lots as specified in the First Schedule.

F. By an agreement in writing dated the 21st day of February 1992 between the Transferor and BARRY JOHN JONES, Manager and BARBARA DIANE JONES, Married Woman both of Auckland (hereinafter called "the Transferee") the Transferor agreed to sell and the Transferee agreed to buy the first described land and to enter into the covenants on the part of the Transferor as hereinafter appearing

NOW THEREFORE IN PURSUANCE of this Agreement and IN CONSIDERATION of the sum of FIFTY THREE THOUSAND DOLLARS (\$53,000.00) paid by the Transferee to the Transferor (the receipt whereof is hereby acknowledged)

1. THE Transferor transfers all its estate and interest in the first described land to the Transferee and covenants and agrees with the Transferor that the Transferee will henceforth and at all times observe and perform all the stipulations and restrictions contained in the Second Schedule hereto so as to bind the first described land for the benefit of all the land described in the First Schedule hereto which has not already been transferred by the Transferor with the intention that each of the said stipulations and restrictions shall enure for the benefit of the land described in the First Schedule hereto and every part thereof.
2. THE Transferee also hereby covenants to each of the registered proprietors of the land described in the First Schedule hereto which has already been transferred to such registered proprietors by the Transferor that they will henceforth and at all times observe and perform all the stipulations and restrictions contained in the Second Schedule hereto so as to bind the first described land for the benefit of the land in the First Schedule, with the intention that each of the said stipulations and restrictions shall enure for the benefit of the land described in the First Schedule hereto and every part thereof.

3. IT is further agreed that the Transferee shall be liable only in respect of breaches of the said stipulations and restrictions that shall occur where the Transferee is the registered proprietor of the first described land or any part thereof.

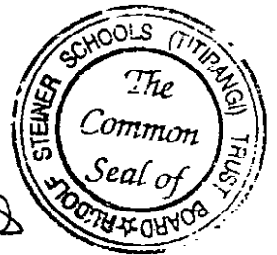
4. THE Transferor hereby covenants with the Transferee that it will obtain covenants in the same terms as herein contained from each and every one of the Transferees of any part or parts of the land described in the First Schedule hereto.

5. THE Transferee agrees to at all times hereafter save harmless and keep indemnified the Transferor from all proceedings costs claims and demands in respect of any breaches of the Transferee of any of the covenants and restrictions hereinafter on the Transferee's part contained or implied.

IN WITNESS WHEREOF these presents have been executed the 21st day of February 1992.

THE COMMON SEAL of RUDOLF STEINER SCHOOLS (TITIRANGI) TRUST BOARD as Transferor was hereunto affixed in the presence of:

) *Cydon McNeill*
)
) *Sarah Edwards*
)



SIGNED by BARRY JOHN JONES)
 and BARBARA DIANE JONES)
 as Transferee in the)
 presence of:)

) *B. J. Jones*
)
) *B. D. Jones*
)

[Signature]
 Solicitor
 Auckland

FIRST SCHEDULE

1.6056 hectares more or less being Lots 1 and 2 on Deposited 140604 and Lots 3 and 4 on Deposited Plan 144262 being part of the land formerly comprised and described in Certificate of Title 79A/219 and being now comprised in Certificates of Title 85C/541 and 85C/542.

SECOND SCHEDULE

- (a) Not to erect on the land any building except a private dwelling not less than 110m² in gross floor area excluding garages and outbuildings with 90% of the exterior cladding of such dwellinghouse constructed of timber weatherboard or masonry or glazing or any combination of those claddings and with a tiles or tin roof and the greater of the contract price and or value of such dwelling house and any attached garage(s) is not less than \$100,000.00 plus GST such sum to be increased by the amount of the percentage increase from 31 March 1990 as shown in the Domestic Building Cost Index for the Auckland area prepared by the Auckland Master Builders' Association Inc. or its successor and a Certificate of Value by a Registered Valuer/Architect will be accepted by the Transferor as prima facie evidence of such value, the cost of such Certificate to be borne by the Transferee. Should any proposed dwellinghouse not comply with such criteria then the plans of such dwellinghouse must be submitted to the Transferor for approval, such approval not to be withheld in the case of plans which will not detract from the normal standard of housing development on the lots contained in Deposited Plan numbers 140604 and 144262.
- (b) Not to erect more than one house or dwelling unit on any freehold section and not to cross-lease such section or erect flats and/or other dwelling units which may be subject to cross-leasing or to registration under the Unit Titles Act

and not to erect unpainted sheds or garages except where the same is constructed of brick and/or tile or tin roofs on the land PROVIDED HOWEVER that a separate dwelling unit of a type commonly known as "granny flat" of one bedroom only with internal access from the main household unit and not detracting from the intended overall appearance of the subdivision shall be permitted with the express written consent of the Transferor.

- (c) Not to permit or suffer the erection of any temporary building or structure upon the land except such as may be used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of the work.
- (d) Not to permit or suffer the placing or erection upon the land of any building previously erected on other land except temporary structures placed thereon in connection with the construction of permanent buildings as described in clause (c) hereof.
- (e) Not to permit or suffer the said land to be occupied or used as a residence either by the erection of temporary structures or the placing thereon of vehicles used for human habitation and to use the land as a residence only after the building has been substantially completed in accordance with the terms of this covenant and the requirements of the Local Authority.
- (f) Not to permit the erection of any fence or boundary wall.
- (g) Not to permit or suffer the erection of any building within four metres of the road boundary except with the prior written consent of the Vendor which consent is unlikely to be given notwithstanding any Council Ordinance which may permit the erection of buildings within four metres of the roadway.

- (h) All roof colour will be of natural tonings which will harmonise with the natural surroundings, all exterior cladding to be finished with natural timber finishing.

- (i) All the conservation ordinances pertaining to N.U.R. zoning will be observed without compromise (Ordinance 11.4.6 Conservation of Landscape).

TRANSFER OF
CT 83C/145

Correct for the purposes of the Land
Transfer Act

Solicitor for the Transferee

RUDOLF STEINER SCHOOLS (TITIRANGI)
TRUST BOARD Transferor

BARRY JOHN JONES and BARBARA DIANE
JONES 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

Solicitor for the Transferee

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

I hereby certify that for the purposes
of the Stamp and Cheque Duties Act 1971
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

Solicitor for the Transferee

It is requested that you note the
land covenant herein against the title
to the land.

Solicitor for the Transferee

CORBAN REVELL
SOLICITORS
HENDERSON
AUCKLAND

380m(2m)

1.32 15.APR92
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGISTRAR
365520 2

