

B. The Transferor has subdivided the land shown on Deposited Plans 163242, 163243, 163244 and 163245 (inter alia) into residential lots with the intention that each of the lots enumerated in the Second Schedule ("the Subject Lots") should be subject to and have the benefit of a building scheme under which:

- (1) the owners or occupiers for the time being of each of the Subject Lots shall be bound by the stipulations, restrictions and covenants set out in the Second Schedule during the period of 21 years from 1 January 1995 ("the Covenant Period");
- (2) the owners or occupiers for the time being of each of the lots enumerated in the Third Schedule shall be bound by the stipulations, restrictions and covenants set out in that Schedule during the Covenant Period;
- (3) the owners or occupiers for the time being of each of the lots enumerated in the Fourth Schedule shall be bound by the stipulations, restrictions and covenants set out in that Schedule during the Covenant Period;
- (4) the owner or occupier for the time being of the lot enumerated in the Fifth Schedule shall be bound by the stipulations, restrictions and covenants set out in that Schedule during the Covenant period;
- (5) the owners or occupiers for the time being of each of the lots enumerated in the Sixth Schedule shall be bound by the stipulations, restrictions and covenants set out in that Schedule in perpetuity;
- (6) the owners or occupiers for the time being of each of the lots enumerated in the Seventh Schedule shall be bound by the stipulations, restrictions and covenants set out in that Schedule in perpetuity; and
- (7) the owners or occupiers for the time being of each of the lots enumerated in the Eighth Schedule shall be bound by the stipulations, restrictions and covenants set out in that Schedule in perpetuity;

and should be subject to a covenant for the observance of the stipulations, restrictions and covenants expressed in this instrument by the owners and occupiers for the time being of each lot so subject for the benefit of each of the others of the Subject Lots, that covenant to be enforceable by the owners and occupiers of each of those others of the Subject Lots in equity or otherwise howsoever

C. The Transferor intends to create such building scheme by transferring each of the Subject Lots to itself pursuant to sections 49 and 66A of the Property Law Act 1952.

NOW this transfer witnesses that in pursuance of the premises the Transferor transfers to THE ST JOHN'S COLLEGE TRUST BOARD a body corporate constituted under the Charitable Trusts Act 1957 having its registered office at Auckland ("the Transferee") by this instrument all the Transferor's estate and interest in the lands described in the First Schedule

AND in pursuance of the intentions expressed in this instrument the Transferee, for the purpose of annexing to each of the Subject Lots the benefit of positive and/or restrictive covenants (as the case may be) in relation to each of the others of the Subject Lots, **HEREBY COVENANTS** in respect of each of the Subject Lots for the benefit of each of the others of the Subject Lots to observe and perform during the Covenant Period -

- (a) in respect of each of the Subject Lots, the stipulations, restrictions and covenants set out in the Second Schedule;
- (b) in respect of each of those of the Subject Lots enumerated in the Third Schedule, the stipulations, restrictions and covenants set out in that Schedule;
- (c) in respect of each of those of the Subject Lots enumerated in the Fourth Schedule, the stipulations, restrictions and covenants set out in that Schedule;
- (d) in respect of that of the Subject Lots enumerated in the Fifth Schedule, the stipulations, restrictions and covenants set out in that Schedule;

and to observe and perform in perpetuity -

- (e) in respect of each of those of the Subject Lots enumerated in the Sixth Schedule, the stipulations, restrictions and covenants set out in that Schedule;
- (f) in respect of each of those of the Subject Lots enumerated in the Seventh Schedule, the stipulations, restrictions and covenants set out in that Schedule;
- (g) in respect of each of those of the Subject Lots enumerated in the Eighth Schedule, the stipulations, restrictions and covenants set out in that Schedule;

TO THE END AND INTENT that each of the stipulations, restrictions and covenants set out in the Second, Third, Fourth and Fifth Schedules shall enure for the benefit of each of the Subject Lots during the Covenant Period but shall then expire and be of no further effect save in respect of any rights arising in relation to any antecedent breach or non-observance of any stipulation, restriction or covenant and **TO THE FURTHER END AND INTENT** that each of the stipulations, restrictions and covenants set out in the Sixth, Seventh and Eighth Schedules shall enure for the benefit of each of the Subject Lots in perpetuity **BUT SO** that the Transferee shall be liable only in respect of breaches of such stipulations, restrictions and covenants which occur while the Transferee is the registered



proprietor or occupier of the lot or lots in respect of which any such breach occurs

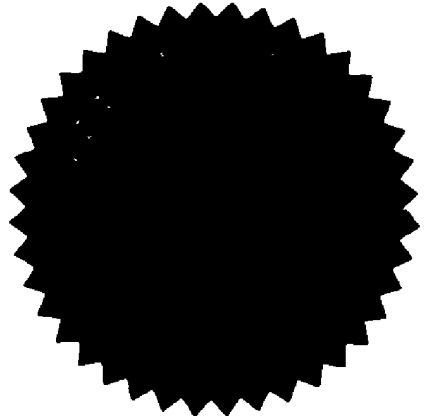
AND in consideration thereof the Transferee further **COVENANTS** with the Transferor that the Transferee will at all times save harmless and keep indemnified the Transferor from all proceedings, costs, claims and demands in respect of breaches by the Transferee of the stipulations, restrictions and covenants on the Transferee's part contained and implied in this transfer.

EXECUTED by the parties before the Schedules this *23rd* day of *January* 19*95*

EXECUTED by THE ST JOHN'S)
COLLEGE TRUST BOARD as)
Transferor by the affixing)
of its common seal)
in the presence of:)

..... *[Signature]* Trustee

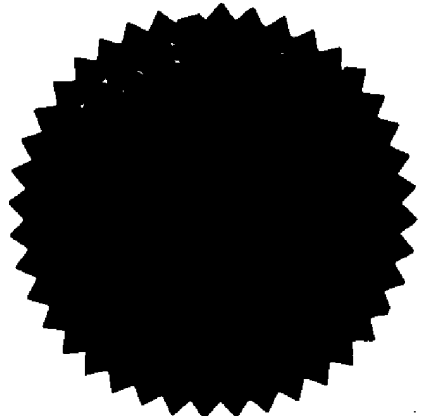
..... *[Signature]* Assistant Secretary



EXECUTED by THE ST JOHN'S)
COLLEGE TRUST BOARD as)
Transferee by the affixing)
of its common seal)
in the presence of:)

..... *[Signature]* Trustee

..... *[Signature]* Assistant Secretary



FIRST SCHEDULE

Lot No.	Deposited Plan No.	Area in m ²	Certificate of Title No.
2	163242	507 ✓	98B/888 ✓
3	163242	501 ✓	98B/889 ✓
(4	163242 together with	502 ✓	(98B/890 ✓
(	1/5th share in		(
(61	163243	211 ✓	(
(5	163243 together with	756 ✓	(98B/900
(	1/5th share in		(
(61	163243	211 ✓	(
(6	163243 together with	654 ✓	(98B/901 ✓
(	1/5th share in		(
(61	163243	211 ✓	(
(7	163243 together with	751 ✓	(98B/902 ✓
(	1/5th share in		(
(61	163243	211 ✓	(
(8	163243 together with	517 ✓	(98B/903 ✓
(	1/5th share in		(
(61	163243	211 ✓	(
9	163243	755 ✓	98B/904 ✓
(10	163244 together with	758 ✓	(98B/918 ✓
(	1/8th share in		(
(63	163244	1508 ✓	(
(11	163244 together with	751 ✓	(98B/919 ✓
(	1/8th share in		(
(63	163244	1508 ✓	(
(12	163244 together with	473 ✓	(98B/920 ✓
(1/8th share in		(
(63	163244	1508 ✓	(
13	163244	473 ✓	98B/921 ✓

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(14	163244	together with	814	(98B/922
(1/8th share in		(
(63	163244		1508	(
15	163243		450	98B/905
16	163243		451	98B/906
17	163243		454	98B/907
18	163244		472	98B/923
19	163244		457	98B/924
20	163244		502	98B/925
21	163244		453	98B/926
22	163244		809	98B/927
23	163245		654	98B/932
24	163245		837	98B/933
25	163245		501	98B/934
(26	163245	together with	462	(98B/935
(		1/8th share in		(
(62	163245		757	(
(27	163245	together with	486	(98B/936
(		1/8th share in		(
(62	163245		757	(
(28	163245	together with	752	(98B/937
(		1/8th share in		(
(62	163245		757	(
(29	163245	together with	1189	(98B/938
(		1/8th share in		(
(62	163245		757	(
(30	163245	together with	548	(98B/939
(1/8th share in		(
(62	163245		757	(

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(31	163245	together with	533	✓	(98B/940	✓
(1/8th share in			(
(62	163245		757	✓	(
(32	163245	together with	765	✓	(98B/941	✓
(		1/8th share in			(
(62	163245		757	✓	(
(33	163245	together with	510	✓	(98B/942	✓
(		1/8th share in			(
(62	163245		757	✓	(
34	163245		540	✓	98B/943	✓
35	163245		526	✓	98B/944	✓
36	163245		824	✓	98B/945	✓
37	163245		836	✓	98B/946	✓
38	163245		486	✓	98B/947	✓
39	163243		458	✓	98B/908	✓
40	163243		588	✓	98B/909	✓
41	163243		835	✓	98B/910	✓
42	163243		459	✓	98B/911	✓
43	163243		450	✓	98B/912	✓
44	163243		450	✓	98B/913	✓
45	163243		824	✓	98B/914	✓
46	163243		838	✓	98B/915	✓
47	163243		524	✓	98B/916	✓
48	163242		759	✓	98B/891	✓
49	163242		462	✓	98B/892	✓
50	163242		510	✓	98B/893	✓
51	163242		451	✓	98B/894	✓

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52	163242	684 ✓	98B/895 ✓
(57	163244 together with	752 ✓	(98B/928 ✓
(1/8th share in		(
(63	163244	1508 ✓	(
(58	163244 together with	752 ✓	(98B/929 ✓
(	1/8th share in		(
(63	163244	1508 ✓	(
(59	163244 together with	753 ✓	(98B/930 ✓
(	1/8th share in		(
(63	163244	1508 ✓	(
(60	163244 together with	752 ✓	(98B/931 ✓
(	1/8th share in		(
(63	163244	1508 ✓	(

Encumbrances, liens and interests:

- (a) Affecting Lots 2-5 inclusive, 7-51 inclusive and 57-60 inclusive
Consent Notice No. by Auckland City Council.
- (b) Affecting Lots 5, 6, 7, 11, 57-60 inclusive and 26-33 inclusive
Resolution No under section 321(3)(c) Local Government
Act 1974
- (c) Affecting Lots 4 - 8 inclusive, 10 - 12 inclusive, 14, 57 - 60 inclusive, 22 - 23
inclusive, 61, 62 and 63
Section 241 Resource Management Act 1991
- (d) Affecting Lots 2, 5, 10, 11, 14, 16, 24, 37, 46, 51, 52, 59, 61 and 63
Certificates Nos
respectively in respect of private drains pursuant to section 461 Local
Government Act 1974
- (e) Affecting Lot 48
Electricity transmission easement created by Transfer No
- (f) Affecting Lots 5, 6, 61; Lots 40 and 41; Lots 45 and 46, Lots 51 and 52 and Lots
36 and 37
Rights of way specified in Easement Certificate Nos
respectively

SECOND SCHEDULE

Lots subject to stipulations, restrictions and covenants:

Lots 2, 3, 4, 48, 49, 50, 51 and 52 Deposited Plan 163242

Lots 5, 6, 7, 8, 9, 15, 16, 17, 39, 40, 41, 42, 43, 44, 45, 46 and 47 Deposited Plan 163243

Lots 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 57, 58, 59 and 60 Deposited Plan 163244

Lots 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38 Deposited Plan 163245

Stipulations, restrictions and covenants:

The Transferee will NOT:

1. Use or permit to be used any of the Subject Lots or any part of a Subject Lot for any trading or commercial purpose.
2. Erect or place or permit to be erected or placed on any of the Subject Lots any second-hand or relocated building nor any caravan, hut, shed or tent to be used as a dwelling or temporary dwelling.
3. Use or permit to be used any dwelling or dwelling unit on any of the Subject Lots as a residence for more than one household unit or as a boardinghouse.
4. Construct any building on any of the Subject Lots using as external cladding any flat plywood sheeting or any flat fibre-cement sheeting or any product commonly known as "fibrolite", "hardiflex" or "hardiplank" unless such sheeting or product is used in association with a textured finish, provided that nothing in this provision shall apply to the construction of any soffit forming part of any such building.
5. Construct any fencing on the boundaries of, or within, any of the Subject Lots:
 - (a) using a post and wire method of construction or using materials of corrugated iron, plywood sheeting, or any untextured flat fibre-cement sheeting or any untextured product commonly known as "fibrolite", "hardiflex" or "hardiplank"; or
 - (b) exceeding a height of 1.8 metres above natural ground level.
6. Allow any grass or weeds on any of the Subject Lots to exceed 100 millimetres in height.
7. Allow rubbish or waste materials to accumulate on any of the Subject Lots or allow any of the Subject Lots to become untidy or unsightly.

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THIRD SCHEDULE

Lots subject to stipulations, restrictions and covenants:

- Lots, 2, 3, 4, 49, 50, 51 and 52 of Deposited Plan 163242
- Lots 6, 8, 15, 16, 17, 39, 40, 42, 43, 44 and 47 of Deposited Plan 163243
- Lots 12, 13, 18, 19, 20 and 21 of Deposited Plan 163244
- Lots 23, 25, 26, 27, 30, 31, 33, 34, 35 and 38 of Deposited Plan 163245

Stipulations, restrictions and covenants: .

The Transferee will not erect or place or permit to be erected or placed on any of the lots enumerated in this Schedule or any part of any such lot any building other than a new single private residential dwelling (with or without a garage or carport or other buildings normally ancillary to a dwelling) which has a value at the date of issue of the building consent in respect thereof of not less than the sum \$X calculated in accordance with the following formula:

$$\frac{A}{B} \times \$220,000.00 = \$X$$

where A is the New Zealand Consumers Price Index (Housing Group) published by the New Zealand Department of Statistics ("the Index") for the quarter ended immediately prior to the date of issue of the building consent and B is the Index for the quarter ended immediately prior to 1st January 1995 PROVIDED that if the New Zealand Department of Statistics ceases to calculate or publish the Index or if it materially changes the basis of calculating the Index then the Transferor may substitute for the Index an alternative index which in the sole opinion of the Transferor most closely reflects changes in building costs in the Auckland District.

FOURTH SCHEDULE

Lots subject to stipulations, restrictions and covenants:

- Lot 48 Deposited Plan 163242
- Lots 5, 7, 9, 41, 45 and 46 Deposited Plan 163243
- Lots 10, 11, 14, 22, 57, 58, 59 and 60 Deposited Plan 163244
- Lots 24, 28, 32, 36 and 37 Deposited Plan 163245

Stipulations, restrictions and covenants:

The Transferee will not erect or place or permit to be erected or placed on any of the lots enumerated in this Schedule or any part of any such lot any building other than either:

1. a new single private residential dwelling (with or without a garage or carport or other building normally ancillary to a dwelling) which has a value at the date of issue of the building consent in respect thereof of not less than the sum \$X calculated in accordance with the same formula as that set out in the Third Schedule; or

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2. not more than 2 new single private residential dwelling units (with or without, in respect of each unit, a garage or carport or other buildings normally ancillary to a dwelling unit) each such dwelling unit having a value at the date of issue of the building consent in respect thereof of not less than the sum \$X calculated in accordance with the same formula as that set out in the Third Schedule.

FIFTH SCHEDULE

Lot subject to stipulations, restrictions and covenants:

Lot 29 Deposited Plan 163245

Stipulations, restrictions and covenants:

The Transferee will not erect or place or permit to be erected or placed on the lot enumerated in this Schedule or any part of such lot any building other than either:

1. a new single private residential dwelling (with or without a garage or carport or other buildings normally ancillary to a dwelling) which has a value at the date of issue of the building consent in respect thereof of not less than the sum \$X calculated in accordance with the same formula as that set out in the Third Schedule; or
2. not more than 3 new single private residential dwelling units (with or without, in respect of each unit, a garage or carport or other buildings normally ancillary to a dwelling unit) each such dwelling unit having a value at the date of issue of the building permit in respect thereof of not less than the sum \$X calculated in accordance with the same formula as that set out in the Third Schedule.

SIXTH SCHEDULE

Lots subject to stipulations, restrictions and covenants:

Lot 4 Deposited Plan 163242

Lots 5, 6, 7 and 8 Deposited Plan 163243

Stipulations, restrictions and covenants:

The driveway on Lot 61 Deposited Plan 163243 shall be maintained to an appropriate standard by the registered proprietors or occupiers of the lots enumerated in this Schedule in all respects as if such registered proprietors or occupiers each enjoyed the benefit of an easement of vehicular right of way over the said Lot 61 and the rights set out in the Ninth Schedule to the Property Law Act 1952 shall be deemed to be implied in and to apply to the foregoing obligations.

SEVENTH SCHEDULE

Lots subject to stipulations, restrictions and covenants:

Lots 26, 27, 28, 29, 30, 31, 32 and 33 Deposited Plan 163245

Stipulations, restrictions and covenants:

1. The driveway on Lot 62 Deposited Plan 163245 shall be maintained to an appropriate standard by the registered proprietors or occupiers of the lots enumerated in this Schedule in all respects as if such registered proprietors or occupiers enjoyed the benefit of an easement of vehicular right of way over the said Lot 62 and the rights set out in the Ninth Schedule to the Property Law Act 1952 shall be deemed to be implied in and to apply to the foregoing obligations.
2. The cost of -
 - (a) maintaining all street lighting installed on the said Lot 62 and all associated conduits, cables, fuse boxes, lamps, lamp standards and other equipment in good working order and repair; and
 - (b) all electricity consumed in the operation of such street lighting -shall be borne equally by the registered proprietors or occupiers of the lots enumerated in this Schedule.

EIGHTH SCHEDULE

Lots subject to stipulations, restrictions and covenants:

Lots 10, 11, 12, 14, 57, 58, 59 and 60 Deposited Plan 163244

Stipulations, restrictions and covenants:

1. The driveway on Lot 63 Deposited Plan 163244 shall be maintained to an appropriate standard by the registered proprietors or occupiers of the lots enumerated in this Schedule in all respects as if such registered proprietors or occupiers enjoyed the benefit of an easement of vehicular right of way over the said Lot 63 and the rights set out in the Ninth Schedule to the Property Law Act 1952 shall be deemed to be implied in and to apply to the foregoing obligations.
2. The cost of -
 - (a) maintaining all street lighting installed on the said Lot 63 and all associated conduits, cables, fuse boxes, lamps, lamp standards and other equipment in

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good working order and repair; and

(b) all electricity consumed in the operation of such street lighting -

shall be borne equally by the registered proprietors or occupiers of the lots enumerated in this Schedule.

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~~In Consideration of the sum of~~

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 day of 19

Signed by the Transferor

(by the affixing of its common seal)

In the presence of:

MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

THE ST JOHN'S COLLEGE TRUST BOARD

Transferor

[Handwritten Signature]

SOLICITOR FOR THE TRANSFEREE

THE ST JOHN'S COLLEGE TRUST BOARD

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.

[Handwritten 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

SOLICITOR FOR THE TRANSFEREE

TO: The District Land Registrar
Auckland

I hereby certify that Part II of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply to the within transaction by reason of section 23(3)(b) of the said Act.

[Handwritten Signature]

Solicitor for the Transferor

[Handwritten Signature]

Solicitor for the Transferor
Transferee

HESKETH HENRY
SOLICITORS
AUCKLAND

3018

958/888-863
800-907-908-916
918-927
937-942
841-895
928-931

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY AUCKLAND
ASST. LAND REGIS. (AUCKLAND)

3.00 27.MAR.95 C82643629