

GRIFFIOEN.

RECORD OF TITLE

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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**





R.W. Muir
Registrar-General
of Land

Identifier **CB34B/845**
Land Registration District **Canterbury**
Date Issued 24 May 1991

Prior References
CB13B/59

Estate Fee Simple
Area 653 square metres more or less
Legal Description Lot 4 Deposited Plan 58227
Registered Owners
Dominic Andrew Lowe and Priscilla Angella Lowe

Interests
Fencing Covenant in Transfer 936155.7 - 24.5.1991 at 11.11 am
Land Covenant in Transfer 936155.7 - 24.5.1991 at 11.11 am
A8917.2 Deed of Variation of the Land Covenants contained in Transfer 936155.7 - 11.8.1992 at 11.10 am

		<p>297 510 mE</p>	
<p>297 480 mE</p>		<p>297 450 mE</p>	
<p>297 420 mE</p>		<p>1</p>	
<p>D. P. 42715</p>		<p>1</p>	
<p>712 380 mN</p>		<p>712 350 mN</p>	
<p>BRENTWOOD STREET</p>		<p>QUEENSPARK DRIVE</p>	
<p>51</p>		<p>50690</p>	
<p>D. P. 33472</p>		<p>50690</p>	
<p>1</p>		<p>2</p>	
<p>803 m²</p>		<p>779 m²</p>	
<p>2</p>		<p>3</p>	
<p>21</p>		<p>734 m²</p>	
<p>3</p>		<p>4</p>	
<p>653 m²</p>		<p>653 m²</p>	
<p>4</p>		<p>33472</p>	
<p>20</p>		<p>20</p>	
<p>D. P. 33472</p>		<p>D. P. 33472</p>	
<p>1</p>		<p>2</p>	
<p>3</p>		<p>4</p>	
<p>5</p>		<p>6</p>	
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<p>99</p>		<p>100</p>	

N/L

Approved by the Registrar-General of Land, Wellington, No. A035801

936155.7

NEW ZEALAND

T

MEMORANDUM OF TRANSFER

CANTERBURY

Land Registry Office

SMITH DEVELOPMENTS LIMITED at Christchurch

(hereinafter called the Transferor) being registered as proprietor of an estate set out in the schedule below subject to such interests as are therein notified.

SCHEDULE A

ESTATE:	FEE SIMPLE	LEASEHOLD	MORTGAGE	CHARGE	RENTCHARGE
(Delete those which do not apply)					
C.T.		AREA		LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION OR DOCUMENT NO.	
34A/376 136/59		2970 square metres XSC		Lots 1, 2, 3 and 4 on Deposited Plan 58227 and Lot 31 on Deposited Plan 57530	
ENCUMBRANCES, LIENS AND INTERESTS					
<p>Subject to and together with:</p> <p>all the conditions, covenants, easements and restrictions as set out on the title</p>					

NEW ZEALAND STAMP DUTY CH
22/05/91 00033001 NOLIALE *.00

oral

Pursuant to an agreement dated ~~22/05/91~~ and

In consideration of the sum of \$1.00

paid to the Transferor by SMITH DEVELOPMENTS LIMITED at Christchurch

(hereinafter called the Transferee) the receipt of which sum the Transferor hereby acknowledges the Transferor hereby transfers to the Transferee all the estate and interest of the Transferor in the land described in Schedule A hereto together with the Land Covenants as set out in Schedule B hereto

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 the above titles

In witness whereof these presents have been executed this 15th day of

May 1991

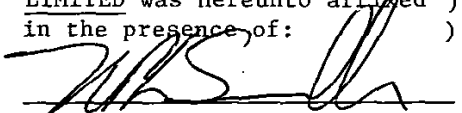
Signed by the above named

THE COMMON SEAL of SMITH)

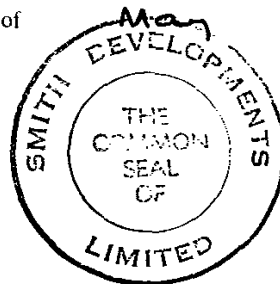
in the presence of DEVELOPMENTS)

LIMITED was hereunto affixed)

in the presence of:)



Director



*Witness
should be a
Solicitor,
Postmaster,
J.P. or other
person
approved by
the
Registrar

I hereby certify that Part IIA of The Land Settlement Promotion and Land Acquisition Act 1952 does not apply to the within transaction.

Transfer correct for the purposes of the Land Transfer Act.


Solicitor for the Transferee

~~SCHEDULE B~~

SCHEDULE B

1. In respect of Lot 1 on Deposited Plan 58227 ("Lot 1"):
 - (a) the Transferee shall be bound by a fencing covenant within the meaning of section 2 Fencing Act 1978;
 - (b) the Transferee shall not erect upon Lot 1 more than two dwelling houses and usual appurtenances each of which is for the occupation of a typical single family unit;
 - (c) the Transferee shall not erect upon Lot 1;
 - (i) any building or fence (including a live hedge) within 6.5 metres of the road frontage boundary or boundaries without the prior consent of the Transferor or its nominee;
 - (ii) any building or fence unless the plans (including the site plan) specifications (including the materials to be used in construction) and the builder have first been approved by the Transferor or its nominee whose decision in the matter shall be final;

These covenants shall be restrictive covenants running with Lot 1 for the benefit of and forever appurtenant to lots 2, 3 and 4 on Deposited Plan 58227 and Lot 31 on Deposited Plan 57530.

2. In respect of Lot 2 on Deposited Plan 58227 ("Lot 2"):
 - (a) the Transferee shall be bound by a fencing covenant within the meaning of Section 2 Fencing Act 1978;
 - (b) the Transferee shall not erect upon Lot 2 more than two dwelling houses and usual appurtenances each of which is for the occupation of a typical single family unit;
 - (c) the Transferee shall not erect upon the land in Lot 2:
 - (i) any building or fence (including a live hedge) within 6.5 metres of the road frontage boundary or boundaries without the prior consent of the Transferor or its nominee;
 - (ii) any building or fence unless the plans (including the site plan) specifications (including the materials to be used in construction) and the builder have first been approved by the

Transferor or its nominee whose decision in the matter shall be final;

These covenants shall be restrictive covenants running with Lot 2 for the benefit of and forever appurtenant to lots 1 3 and 4 on Deposited Plan 58227 and Lot 31 on Deposited Plan 57530.

3. In respect of Lot 3 on Deposited Plan 58227 ("Lot 3"):

- (a) the Transferee shall be bound by a fencing covenant within the meaning of Section 2 Fencing Act 1978;
- (b) the Transferee shall not erect upon Lot 3 any building other than a dwelling house and usual appurtenances for the occupation of a typical single family unit nor permit any subdivision of the property either in fee simple or under the Unit Titles Act or by way of cross-lease or any other similar device;
- (c) the Transferee shall not erect upon the land in Lot 3:
 - (i) any building or fence (including a live hedge) within 6.5 metres of the road frontage boundary or boundaries without the prior consent of the Transferor or its nominee;
 - (ii) any building or fence unless the plans (including the site plan) specifications (including the materials to be used in construction) and the builder have first been approved by the Transferor or its nominee whose decision in the matter shall be final;

These covenants shall be restrictive covenants running with Lot 3 for the benefit of and forever appurtenant to lots 1 2 and 4 on Deposited Plan 58227 and Lot 31 on Deposited Plan 57530.

4. In respect of Lot 4 on Deposited Plan 58227 ("Lot 4"):

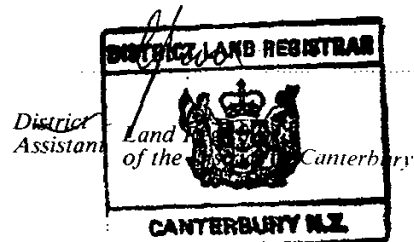
- (a) the Transferee shall be bound by a fencing covenant within the meaning of Section 2 Fencing Act 1978;
- (b) the Transferee shall not erect upon Lot 4 any building other than a dwelling house and usual appurtenances for the occupation of a typical single family unit nor permit any subdivision of the property either in fee simple or under the Unit Titles Act or by way of cross-lease or any other similar device;
- (c) the Transferee shall not erect upon Lot 4:

- (i) any building or fence (including a live hedge) within 6.5 metres of the road frontage boundary or boundaries without the prior consent of the Transferor or its nominee;
- (ii) any building or fence unless the plans (including the site plan) specifications (including the materials to be used in construction) and the builder have first been approved by the Transferor or its nominee whose decision in the matter shall be final;

These covenants shall be restrictive covenants running with Lot 4 for the benefit of and forever appurtenant to lots 1 2 and 3 on Deposited Plan 58227 and Lot 31 on Deposited Plan 57530.

No A8917/2 Deed of Variation
of the ^{land} covenants
- 11.8.1992 at 11.10 -

Particulars entered in the Register at the date and at the time recorded below.



TRANSFER

11.11 24.MAY91 C 9361557
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTEBURY
ASST LAND REGISTRAR

FEES PAID HEREON

AVAILABLE

TO 16/1/1991

W.D. A.L.R.

~~XXXXXXXXXXXX~~ BUDDLE FINDLAY

SOLICITORS
CHRISTCHURCH, N.Z.

THE CAXTON PRESS, CHRISTCHURCH