

TRANSFER
Land Transfer Act 1952

B729929.16 T



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

WELLINGTON

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

		(See Annexure Schedule)
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Transferor Surnames must be underlined or in CAPITALS

PRITCHARD GROUP LIMITED

Transferee Surnames must be underlined or in CAPITALS

PRITCHARD GROUP LIMITED

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 restrictive covenants (continued on Annexure Schedule)

Consideration

0.10c

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE 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

19th

day of

June

1999

Attestation

Signed by Pritchard Group
Limited by its duly authorised
signatory:

Terence Stanley Nowland

Signature, or common seal of Transferor

Signed in my presence by the Transferor
Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

Address

RACHEL MARGARET ROBERTSON
SOLICITOR
WELLINGTON

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

REQUISITIONED

13 JUL 1999

To: Grant Agency
LTO Box 8
Bell Gully - 87351 - Pritchard Group Limited)

Land Information
Toitu te
whenua
New Zealand



ABSTRACT NUMBER B729929

NOTICE UNDER SECTION 43 OF THE LAND TRANSFER ACT 1952

1. **NOTICE** is hereby given that the undermentioned document is returned to you to satisfy the requisition hereafter set out. The fees may be forfeited and the document(s) refused registration pursuant to Section 43 of the Land Transfer Act 1952 unless the requisition below is satisfied within two months of this notice. **Once the requisition is satisfied please return the documents directly to the Help Desk, that is, do not relodge for registration.** If satisfaction of the requisition cannot be completed in the period allowed, the document(s) should be withdrawn from registration.

NB: **ALL ALTERATIONS REQUIRE AUTHENTICATION**

2. REQUISITION:

T.15 The restrictive covenant is to benefit land other than the land which is to be subject to the covenant. The wording in the operative clause could be modified accordingly eg "... for the benefit of each of the *other* Lots ..."

T.16 as for T.15

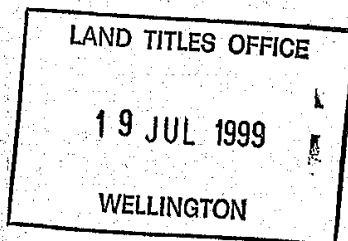
DATED this 12th day of July One Thousand Nine Hundred and Ninety Nine

Ian Gatrell

for District Land Registrar

LIST OF DOCUMENTS AND TITLES RETURNED:

B729929.15-16



Wellington Regional Office
Land Titles Services
Mayfair House
44-52 The Terrace
PO Box 5014
Wellington
New Zealand
Tel 64-4-496 9450
Fax 64-4-496 9422

Annexure Schedule

TRANSFER

Dated

15 June 1989.

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Pages



Continuation of "Certificate of Title"

Certificate of Title No.	All or Part?
54D/838	All
54D/839	All
54D/840	All
54D/841	All
54D/842	All
54D/843	All
54D/844	All
54D/845	All
54D/847	All
54D/848	All
54D/849	All
54D/850	All
54D/851	All
54D/852	All
54D/853	All
54D/854	All
54D/855	All
54D/856	All
54D/857	All
54D/858	All
54D/859	All
54D/860	All
54D/861	All
54D/862	All

(Collectively the "Restricted Lots" and each individual lot shall be the "Restricted Lot")

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

1. The Transferor transfers the Restricted Lots to itself, the Transferee, and covenants with ^{other} itself, its respective executors, administrators and assigns, the registered proprietor or proprietors for the time being of the Benefiting Lots in the Second Schedule that it will at all times observe and perform all of the covenants and obligations set out in the First Schedule to the intent that each of the Restricted Lots will be subject to the burden of the covenants contained in the First Schedule and the stipulations and restrictions will enure for the benefit of all of the ^{other} Benefiting Lots in the Second Schedule.
2. The Transferee shall, as regards the stipulations and restrictions set out in the First Schedule, be liable only in respect of the breaches of them which occur while the Transferee is the registered proprietor of the Restricted Lots or any part of it in respect of which any breach occurs.

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.

Annexure Schedule

Insert below:-

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

Transfer

dated

15 June 1999

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First Schedule

The registered proprietor(s) for the time being of the Restricted Lot covenants:

1. Not to erect any building other than a new residential home on the Restricted Lot and not to permit or allow the removal onto the Restricted Lot of any pre-built transportable or relocatable house or existing house which has been previously lived in.
2. Except in the case where consent has been obtained to allow two dwellings to be erected on the Restricted Lot which may be subdivided into no more than two lots, not to erect any more than one single family dwelling house on the Restrictive Lot nor to subdivide the Restricted Lot any further.
3. Except in the case where consent has been obtained to erect two dwelling units on a Restrictive Lot, a dwelling house must have a floor area greater than 130 m². In the case of a two dwelling unit lot, the floor area of each unit must be greater than 100 m². The floor area measurements in both cases should be exclusive of garage, carports, decking, breezeways and roof overhang.
4. (i) To construct any dwelling house on the Restricted Lot with a minimum of 70% of the non-glazed exterior cladding of the dwelling consisting of any of the following materials: kiln fired or concrete brick, stucco textured finish, stone or timber, pre-finished metal or vinyl weatherboard construction or any other new exterior cladding material which has architectural merit. Any dwelling with an exterior finish in the form of flat cladding, concrete block, poured concrete or similar shall have the surface textured in such a manner as to fully cover the base materials.
(ii) If the dwelling on the Restrictive Lot contains or comprises any separate garage or other outbuilding, such garage or other outbuilding must be of a similar design and construction (including materials used in construction) to the rest of the dwelling.
5. To construct any dwelling house on the Restrictive Lot with more than two hips or gables in the roof line and to construct such dwelling house in a shape other than a simple square or rectangle. The provisions of this covenant will be met in the case of a flat roofed dwelling house provided that it meets the terms of these covenants and has more than one level of roofing.
6. Not to erect or place any building or other erection or structure whether permanent or temporary on the Restrictive Lot and not to plant any tree or shrub, the maximum height of which exceeds a vertical height of 4.9 metres above the average ground level of the building platform for the Restrictive Lot **PROVIDED THAT** television aerials, chimneys and hot water overflow pipes shall be excluded in assessing the maximum height of any building or other erection or structure. The average ground level of the building platform shall be the arithmetic average measured at the external foundations of the building of the subdivision's finished ground level of the Restricted Lot. A basement garage can be incorporated into the dwelling if the sloping nature of the section allows the construction below the average ground level of the building platform.
7. Not to use any metal clad roof that has not been factory pre-painted or any roofing material which will create a glare offensive to adjoining property owners.

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Annexure Schedule

Insert below:-

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

Transfer

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8. To complete any building within nine months of commencement of laying down the foundations for such building and within 15 months of laying down the foundations to complete all ancillary work such as fencing and landscaping **AND FURTHER** will within that 15 months construct in a proper and tradesmanlike manner a driveway, or vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving, or tar-sealing.
9. Once construction has been substantially completed, not to bring or allow to remain on the Restricted Lot or any internal road of the subdivision any temporary dwelling, caravan, trade vehicle or other equipment or materials or machinery unless garaged or screened so as to preserve the amenities of the neighbourhood and to prevent noise likely to cause offence to residents in the subdivision. No recreational or commercial vehicles or trailers are to be regularly located on the street or footpath nor in front of the building line of the dwelling on the Restricted Lot.
10.
 - (i) Not to permit the Restricted Lot to be occupied or used as a residence unless the buildings on the Restricted Lot have been completed in accordance with these covenants and any local authority building consent.
 - (ii) Not to require Pritchard Group Limited or John Hilton West and Cynthia Ng Suet-Yue West to contribute towards the cost or erection or repair of any dividing or boundary fence between the Restricted Lot and any adjoining land owned by Pritchard Group Limited or John Hilton West and Cynthia Ng Suet-Yue West, but the benefit of this fencing covenant shall not benefit the transferee of such adjoining land.
11. Not to erect or allow to be erected upon the Restricted Lot any fence constructed of corrugated iron or post and wire fencing or exceeding .75 metres in height within 4.5 metres of the front boundary of the Restricted Lot, nor in respect of the balance of the land in the Restricted Lot to erect or allow to be erected upon the Restricted Lot any fence constructed of corrugated iron or post and wire or exceeding 1.8 metres in height.
12. Not to display any sign or hoarding of a commercial nature on any part of the Restricted Lot or on any building on the Restricted Lot.
13. Not to carry out landscaping on the road frontage grass berm owned by Kapiti Coast District Council adjacent to the Restrictive Lot, except in accordance with the general overall landscaping plan prepared by Pritchard Group Limited.
14. Not to raise, breed or keep any animals or livestock on the Restricted Lot or in any building on the Restricted Lot, except to keep a maximum of three animals limited to cats and dogs.
15. To keep and maintain the Restricted Lot and the road frontage grass berm owned by the Kapiti Coast District Council adjacent to the Restricted Lot in a neat and tidy condition.
16. Not to construct any clothesline or letterbox except a clothesline or letterbox as may be aesthetically sensitive in terms of design and location, siting any clothesline in such a way as to not be highly visible from the street and siting any letterbox adjacent to but not in the road reserve.

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Annexure Schedule

Insert below:-

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Transfer

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17. To enhance the quality and appearance of attachments to the building on the Restricted Lot (including but not necessarily limited to television antenna and solar hot water panels) and to construct such attachments to be discreetly integrated with the dwelling so they are not highly visible from the street, thoroughfare or adjacent properties.
18. To ensure that in any construction, due allowance is made for adequate current and future drainage of all excess stormwater from the Restricted Lot, the registered proprietor for the time being of the Restricted Lot remaining responsible for all costs, claims or demands for any remedial action undertaken for any breach hereof.
19. To re-instate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the registered proprietor for the time being's use of the Restrictive Lot or caused directly or indirectly through the registered proprietor for the time being's agents or invitees.
20. If there shall be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the registered proprietor for the time being of the Restricted Lot may have to any person having the benefit of these covenants, the registered proprietor for the time being of the Restricted Lot in respect of which there is a breach or non-observance shall on demand by the registered proprietor for the time being of any of the Benefiting Lots.
 - (i) Pay to the person making such demand as liquidated damages the sum of **ONE THOUSAND DOLLARS (\$1,000.00)** or a sum equal to one quarter of the cost of any building used or erected or repaired in breach or non-observance of the foregoing covenants or any of them whichever is the greater; and
 - (ii) Remove or cause to be removed from the relevant Restricted Lot any building or fence used, erected or repaired in breach or non-observance of the said restrictive stipulations; and
 - (iii) Replace any buildings material used or permitted to be used in breach or non-observance of the said covenants; and
 - (iv) Otherwise take all steps necessary to remedy the breach or non-observance of the covenants if it is capable of a remedy.
21. Pritchard Group Limited shall not be required nor liable to enforce nor answerable to the registered proprietors (at any time) of the Restricted Lots or Benefiting Lots for the breach or non-observance of any covenants binding any of the Restricted Lots UNLESS Pritchard Group Limited is the registered proprietor for the time being of the Restricted Lot in respect of which there is a breach or non-observance of the covenants.
22. Pritchard Group Limited (or its successors appointed by deed) may in special circumstances grant such exemptions or waivers from any of the above requirements or such terms and subject to such conditions as it deems fit provided the overall quality and character of the subdivision is maintained. Any exemption or waiver shall be binding upon all registered proprietors from time to time of the Restricted Lots and Benefiting Lots.

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Transfer

dated

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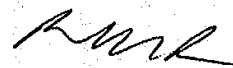
Second Schedule

All those parcels of land in the Wellington Land Registry on Deposited Plan 87351 being:

Lot	CT Reference
Lot 1	54D/838
Lot 2	54D/839
Lot 3	54D/840
Lot 4	54D/841
Lot 5	54D/842
Lot 6	54D/843
Lot 7	54D/844
Lot 8	54D/845
Lot 10	54D/847
Lot 11	54D/848
Lot 12	54D/849
Lot 13	54D/850
Lot 14	54D/851
Lot 15	54D/852
Lot 16	54D/853
Lot 17	54D/854
Lot 18	54D/855
Lot 19	54D/856
Lot 20	54D/857
Lot 21	54D/858
Lot 22	54D/859
Lot 23	54D/860
Lot 24	54D/861
Lot 25	54D/862
Lot 26	54D/863

(Collectively the "Benefiting Lots")

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SOLE COPY

Approved by Registrar-General
of Land under No. 1995/1004EF

TRANSFER

Land Transfer Act 1952



Law Firm Acting
Bell Gully Buddle Weir PO Box 1291 Wellington

Auckland District Law Society
REF: 4135 /4

R/Coi.
f/A.

238-302
[Signature]

PARCOL HAS BEEN RECORDED IN REGISTER
LAND REGISTRY WELLINGTON
FOR REGISTRATION - GENERAL AND
FOR REGISTRATION - GENERAL AND

3.51-24 JUN 99 B 723929.16

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

