

Approved by Registrar-General of Land under No. 2002/1026

**Transfer instrument**

Section 90, Land Transfer Act 1952



**T 6152606.1 Transfer**

Cpy - 01/04, Pgs - 005, 16/09/04, 13:17



DocID: 411110781

**Land registration district**

**WELLINGTON**

**Unique identifier(s)**

or C/T(s)

All/part

Area/description of part or stratum

136925

All

**Transferor**

*Surname(s) must be underlined or in CAPITALS.*

**Shane Jervis TREADWELL, Alastair Jervis TREADWELL and Mical Shane Jervis TREADWELL**

**Transferee**

*Surname(s) must be underlined or in CAPITALS.*

**Michael Peter BURGE, Debra BURGE and Brian Keith CUNNINGHAM**

**Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created**  
State if fencing covenant imposed.

**Fee Simple**

**Operative clause**

**The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.**

Dated this 6 day of August 2004

**Attestation** (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

See Annexure Schedule	<p>Signed in my presence by the Transferor</p> <p><i>[Signature]</i></p> <p>Signature of witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Melinka Berridge</p> <p>Occupation Solicitor</p> <p>Address Wellington</p>
Signature [common seal] of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952.

**Annexure Schedule**



Insert type of instrument

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

Transfer

Dated

*6 August 2007*

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*(Continue in additional Annexure Schedule, if required.)*

**AND WHEREAS** the Transferor has subdivided the lands which now comprise Lots 22 to 46 inclusive on Deposited Plan 333393 and Lots 49 to 61 inclusive on the said Deposited Plan 333393 (in this instrument called "the plan") with the intention that Lots 22 to 25 inclusive, Lots 28 to 46 inclusive and Lots 49 to 59 inclusive should be subject to and have the benefit of a covenant for the observance of the restrictive stipulations set forth in the Schedule A to this instrument by the owners and occupiers for the time being of Lot 57 so subject for the benefit of each of the others of those Lots that covenant to be enforceable by the owners and occupiers of each of those other Lots.

**AND WHEREAS** by Agreement for Sale of Real Estate by Auction dated the 9<sup>th</sup> day of July 2004 the Transferor agreed to sell and Michael Peter Burge, Debra Burge and Brian Keith Cunningham (in this instrument called "the Transferee") agreed to purchase Lot 57 on Deposited Plan 333393 subject to and upon the conditions that the parties enter into the covenants contained in this Transfer.

**NOW THIS INSTRUMENT WITNESSES** that in pursuance of the premises and in consideration of the sum of \$113,000.00 receipt of which is hereby acknowledged by the Transferor the Transferor **HEREBY TRANSFERS** to the Transferee all their estate and interest in Lot 57 on Deposited Plan 333393.

**AND**

1. The Transferee covenants in respect of Lot 57 with the Transferor for the benefit of Lots 22 to 25 inclusive, Lots 28 to 46 inclusive and Lots 49 to 59 inclusive which are shown on the Plan (and which in this Instrument are called "the other Lots") to observe in perpetuity the restrictive stipulations to the intent that Lot 57 shall be forever subject to this covenant.
2. **THE TRANSFEROR COVENANTS WITH THE TRANSFeree** to obtain from the Transferee, Purchaser or Lessee of each of the other Lots as are more particularly described in Schedule B hereof execution of a like covenant in respect of that Lot with the Transferee for the benefit of every part of Lot 57 to observe in perpetuity the restrictive stipulations.
3. **THE TRANSFeree COVENANTS WITH THE TRANSFEROR** that the Transferor shall not be liable nor be called upon to erect or repair or contribute towards the cost of erection or repair of any boundary fence between Lot 57 and any lands now owned by the Transferor or the Kapiti Coast District Council adjoining thereto but this proviso shall not enure for the benefit of any Purchaser of any such adjoining land.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

*DB MB* *MRB*

*JK* *SP* *TM* *SL*

## Annexure Schedule



Insert type of instrument

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

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(Continue in additional Annexure Schedule, if required.)

## SCHEDULE A

## RESTRICTIVE COVENANTS

1. Any building erected on the Lot must comply with the following Terms and Conditions:
  - (a) The building must be new (or meet the terms of condition 3). In the case of a new building the Transferee will not commence construction without first submitting the plans and specifications of such building to the Transferor or its nominee and obtaining its approval hereto PROVIDED that such approval may not be unreasonably withheld.
  - (b) The building must be constructed of high quality building materials with the roof having a pre-painted finish or be constructed from permanent materials.
  - (c) The building must be closed in and weatherproof within 18 months of the laying of the building's foundations.
  - (d) The building will not be occupied or used as a residence until it has been substantially completed.
2. The Transferee shall not erect or place nor permit to be erected or placed upon the Lot any caravan, hut, tent or shed to use as a dwelling except such as may be used in conjunction with the construction of permanent buildings and which will be removed from the Lot upon completion of the work.
3. The Transferee shall not erect or place nor permit to be placed upon the Lot any relocateable or second-hand building of any kind whether a dwelling house, garage, flat, carport or any other structure unless the prior written consent of the Transferor has been given. The Transferor shall have complete discretion in granting or declining approval and its primary objective in reviewing applications will be to ensure that the overall high standard of buildings is retained within the subdivision.
4. The Transferee shall not permit to be brought onto or remain on the Lot any materials, debris, rubbish, trade equipment or trade signs other than is reasonably necessary during the time building is in progress on the Lot.
5. The Transferor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the Transferor, but this covenant shall not enure for the benefit of any subsequent Transferee of the contiguous land.
6. The following height restriction shall apply to the following Lots on Deposited Plan 333393 to the extent that no building or other structure of any kind (including television and radio aerials) or vegetation of any kind, is to be permitted, now or at any time, to extend above a horizontal plane greater than the following heights as they apply to the following Lots:
  - Lot 22 – 9.60 meters
  - Lot 23 – 9.60 meters
  - Lot 24 – 9.60 meters
  - Lot 25 – 9.60 meters
  - Lot 31 – 10.70 meters
  - Lot 32 – 10.70 meters
  - Lot 33 – 11.00 meters

All heights are based on mean sea level, Wellington Datum 1953.

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DB MB JRS

## **Annexure Schedule**



**Insert type of instrument**

**“Mortgage”, “Transfer”, “Lease” etc**

## Transfer

Dated

6 August 2003

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(Continue in additional Annexure Schedule, if required.)

**SCHEDULE B**

Certificates of Title 136892 to 136895 inclusive and 136898 to 136927 inclusive on Deposited Plan 333393 (all Wellington Registry) excepting Certificate of Title 136925.

**IN WITNESS WHEREOF**

These presents have been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2004

**SIGNED** by the said  
**SHANE JERVIS TREADWELL**  
as Transferor in the presence of:

**SIGNED** by the said  
**ALASTAIR JERVIS TREADWELL**  
as Transferor in the presence of:

**SIGNED** by the said  
**MICAL SHANE JERVIS TREADWELL**  
as Transferor in the presence of:

**SIGNED** by the said  
Michael Peter Burge, Debra Burge  
and Brian Keith Cunningham  
as Transferees in the presence of:

SUZANNE TURNER  
LEGAL SECRETARY  
WELLINGTON

SUZANNE TURNER  
LEGAL SECRETARY  
WELLINGTON

SUZANNE TURNER  
LEGAL SECRETARY  
WELLINGTON

Mellinka Berridge  
Solicitor  
Wellington

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and/or their witnesses or solicitors must sign or initial in this box.

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

11.25

16/9

Landonline User ID:

HEREWITH

LODGING FIRM: LUKE, CUNNINGHAM &amp; CLERE

Survey Plan (#)

Address: PO BOX 10-357

Title Plan (#)

WELLINGTON

Traverse Sheets (#)

LUKECCWE

Calc Sheets (#)

Uplifting Box Number:

45

Survey Report

ASSOCIATED FIRM:

BKC

Plan Number Pre-Allocated or  
to be Deposited:

T.6132422.1

Rejected Dealing Number:

Dealing / SUD Number:  
(LINZ Use only)

T 6152606.1 Transfer

Cpy - 02/04, Pg - 005, 18/09/04, 13:17

**Copies**  
(Inc. Original)

Deed: 411110781

Priority Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	
										Fees \$	GST INCLUSIVE
1	136925	T	SJ, AJ & MSJ TREADWELL - MP & D BURGE & B K							14/09/04 001	11:47 \$20.00
2			CUNNINGHAM	20.00							
3	136925	M	MP & D BURGE & BK CUNNINGHAM - WESTPAC BANK								20.00
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Subtotal (for this page) \$20.00

Total for this dealing \$20.00

Less Fees paid on Dealing # T.6132422.1

Cash/Cheque enclosed for

\$20.00

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

Original Signatures? 