

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

WELLINGTONUnique 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	Signed in my presence by the Transferor	
	Signature of witness	
	Witness to complete in BLOCK letters (unless legibly printed)	
Signature [common seal] of Transferor	Witness name	Melinka Berridge
	Occupation	Solicitor
	Address	Wellington

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

[Solicitor for] the Transferee

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

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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 9th 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 TRANSFEE** 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 TRANSFEE 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.

MB

MB

[Signature]

[Signature]

[Signature]

[Signature]

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 JHT

[Handwritten signatures and initials]

Annexure Schedule

Insert type of instrument

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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:

)

SUZANNE TURNER
LEGAL SECRETARY
WELLINGTON

SIGNED by the said

ALASTAIR JERVIS TREADWELL

as Transferor in the presence of:

)

SUZANNE TURNER
LEGAL SECRETARY
WELLINGTON

SIGNED by the said

MICAL SHANE JERVIS TREADWELL

as Transferor in the presence of:

)

SUZANNE TURNER
LEGAL SECRETARY
WELLINGTON

SIGNED by the said

Michael Peter Burge, Debra Burgeand Brian Keith Cunningham

as Transferees in the presence of:

)

Melinka 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.

Landonline User ID:

LODGING FIRM: LUKE, CUNNINGHAM & CLERE

Address: PO BOX 10-357

WELLINGTON

LUKECCWE

Uplifting Box Number:

45

ASSOCIATED FIRM:

Client Code / Ref:

BKC

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)

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Copies

(Inc. original)

DocID: 41110761

Plan Number Pre-Allocated or
to be Deposited:

Rejected Dealing Number:

T.6132422.1

Other (state)

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 & BK								16/09/04 11:47 \$20.00 001
2			CUNNINGHAM	20.00							
3	136925	M	MP & D BURGE & BK CUNNINGHAM - WESTPAC BANK				LAND INFORMATION NEW ZEALAND TWENTY DOLLARS ONLY				20.00
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

Original Signatures?

Less Fees paid on Dealing # T.6132422.1

Cash/Cheque enclosed for

\$20.00

Subtotal (for this page)

\$20.00

Total for this dealing

\$20.00