

T 5024586.1 TRANSFER
CPY-01/02, PGS-007, 16/02/01, 14:46



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TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

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

CANTERBURY

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

(a) 47B 509 All

Transferor Surnames must be underlined

(a) ANDREW RICHARD **TURNER** and JENNIFER **TURNER**

(continued on page 2 annexure schedule)

Transferee Surnames must be underlined

(a) ANDREW RICHARD **TURNER** and JENNIFER **TURNER**

(continued on page 2 annexure schedule)

Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.

Feesimple subject to Land Covenant (continued on page 2 & 3 annexure schedule)

Consideration

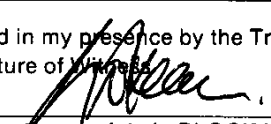
\$1.00

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 16th day of January 2001

Attestation

	Signed in my presence by the Transferor	ANDREW RICHARD TURNER & JENNIFER TURNER
	Signature of Witness	
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)	
	Witness name	G.N. Kean
	Occupation	Solicitor
	Address	(continued on page 4 annexure schedule)
Signature, or common seal of Transferor		

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)

Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease" etc

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Continuation of "Certificate of Title No.:"

Certificate of Title No:

All or part?

- | | | | |
|-----|-----|-----|-----|
| (b) | 47B | 505 | All |
| | 47B | 513 | All |
| | 47B | 514 | All |
| (c) | 47B | 510 | All |
| | 47B | 511 | All |
| | 47B | 512 | All |

Continuation of "Transferor"

- (b) RODERICK WILLIAM MACKENZIE and DIANE MERYL MACKENZIE
- (c) GRANT GERALD HOPEWELL and DEBRA HOPEWELL

Continuation of "Transferee"

- (b) RODERICK WILLIAM MACKENZIE and DIANE MERYL MACKENZIE
- (c) GRANT GERALD HOPEWELL and DEBRA HOPEWELL

Continuation of "Estate or Interest to be created"

*forever

WHEREAS the Transferors wish to establish restrictive covenants over each of the said Lots for the benefit of all the other Lots set out in Schedule A AND HEREBY COVENANT as follows to the intent that such covenants shall be restrictive covenants ~~which~~ running with each of the said Lots for the benefit of all the other Lots set out in Schedule A and the Transferors HEREBY REQUEST that the land covenants be noted in the Register:

1. Not to use the land for the keeping of any noxious or odiferous live stock animals, birds or animals likely to cause nuisance or annoyance to the neighbouring occupiers (in the opinion of the Transferors, whose decision shall be final).
2. Not to use any part of the land as commercial kennels and/or catteries or keep on the property more than three cats or dogs or use any part of the property as a transport contractor's depot or use any part of the property for any type or types of factory farming. For the purposes of this clause, factory farming means a farm or unit or production in which the process is carried out largely indoors or in a restricted space and which is not dependant on the soil characteristics of the site on which it is situate and includes but not way of limitation - e.g., poultry farms, pig farms, rabbit farms, fitch farms, opossums farms, mushroom farms, and feed lots for commercial livestock such as cattle. Glasshouses and nurseries for pot and other grown plants are specifically excluded from this definition.

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

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3. Not to transport upon the land any old structures without prior consent of the Transferors in writing. The Transferors' decision to grant or not grant such consent shall be final.
4. A single dwelling only shall be erected of not less than 213 square metres of enclosed floor space (inclusive of basement, car-port or garage).
5. Not to use in any residential building, garage or any other outbuildings on the property any second-hand materials (other than bricks) nor use or place or erect on the land any structure, caravan shed, garage or similar unit of any kind for permanent or temporary residential occupation.
6. To trim at least once a year all shelter poplar trees on each of the Lots as shall be applicable to the Registered Proprietor thereof including the boundaries of each Lot and any intervening rows of poplars on each Lot.
7. If any party does not meet its obligations under this document, then -
 - (a) The other party or parties may serve upon the Defaulting Party a written notice (a "Default Notice") requiring the Defaulting Party to meet its obligations and stating that, after the expiry of 14 days from service of the Default Notice the other party or parties may:
 - (i) Refer the matter to arbitration, to which all disputes and differences arising in relation to this document must be referred in terms of The Arbitration Act 1996;
 - (ii) Meet the obligations of the defaulting party.
 - (iii) For that purpose enter upon the defaulting party's land to remedy the default.
 - (b) The Defaulting Party will be liable to pay to the other party or parties the costs of the Default Notice and the costs incurred in meeting the obligations.
 - (c) The other party may recover from the Defaulting Party as a liquidated debt any money payable under this clause.

SCHEDULE A

47B/505
47B/509
47B/510
47B/511
47B/512
47B/513
47B/514

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Annexure Schedule

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Continuation of "Attestation"

Signed in my presence by the Transferor
RODERICK WILLIAM MACKENZIE & DIANE MERYL MACKENZIE

Signature of Witness

Witness Name

Occupation

Address

DAVID ANDERSON
SOLICITOR
CHRISTCHURCH

Signed in my presence by the Transferor
GRANT GERALD HOPEWELL & DEBRA HOPEWELL

Signature of Witness

Witness Name

Occupation

Address

THOMAS DAVID ANDERSON
SOLICITOR
CHRISTCHURCH

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.

[Handwritten signatures and initials]

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

TRANSFER

Land Transfer Act 1952

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Law Firm Acting
T.D. ANDERSON SOLICITOR CHRISTCHURCH

Auckland District Law Society
REF: 4135

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

NOTICE OF PRODUCTION OF INSTRUMENTS

For office use only
Date 16-1-01
Number 426

Messrs T. B. Anderson Solicitors
PO BOX 3103
Christchurch.
(Firm intending to register)

The District Land Registrar

Private Bag
CHRISTCHURCH

The following are produced
List of Instruments Produced by Number or C.T. Reference

47B/509

To enable registration of:

1. A **TRANSFER CREATING** from **TURNER/HOPEWELL & to TURNER/HOPEWELL & MACKENZIE**
2. A **A RESTRICTIVE COVENANT** from **MACKENZIE** to
3. A from to
4. A from to

After Registration Instruments Listed Above To Be Returned To:

BANK OF NEW ZEALAND

PO BOX 2112

WELLINGTON

OUR REF: **BB 820/546607**
MR J TURNER

Received Above Instrument
For D.L.R. / /

82570-14000/10/96

This copy to be given to firm intending to register. Registration authorised
above will not be accepted without production of this notice