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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

Wellington

Certificate of Title No.	All or Part?	Area and legal description — ***Insert only when part or Stratum, CT***
245 248	All	See first Schedules Annexure Schedule p.1

Transferor *Surnames must be underlined*

Murray James SEARLE

Transferee *Surnames must be underlined*

Murray James SEARLE

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

In fee simple, subject to the Land Covenant (see annexure schedules attached)

Consideration

$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE 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 7 **day of** November 2000

Attestation

M. J. Searle.

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 MATTHEW O'BYRNE

Occupation SOLICITOR

Address RAUMATI

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

REF 4135

Annexure Schedule

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

Dated 7/11/2000 Page 1 of 5 Pages

~~Continuation of "Estate or Interest to be Created"~~

WHEREAS:

A. The Transferor is the registered proprietor of the lands described in the First Schedule hereto and has subdivided the land into residential lots roads and accessways for the purpose of the sale of the land in residential lots as a building estate:

B. It is the intention of the Transferor that the lands described in the First Schedule shall be subject to a general scheme applicable to and for the benefit of the registered proprietors from time to time of the other lot ("the Land") and that the owner or occupier for the time being of each of the lots should be bound by the stipulations and restrictions set out in the Second Schedule hereto ("the covenants") and that the respective owners and occupiers for the time being of any of the lots may be able to enforce the observance of the covenants by the owners or occupiers for the time being of any of the lots in equity or otherwise howsoever:

NOW THEREFORE IN PURSUANCE of the Agreement and to effect the scheme referred to in recital B the Transferee HEREBY COVENANTS AND AGREES with the Transferor so as to bind the Land and the Transferee and the Transferee's successors in title to the Land for the benefit of all the land described in the First Schedule (other than the Land) and all successors in title thereto (to the intent that such successors in title and/or the Transferor shall be able and entitled to enforce compliance) to observe keep and perform all the covenants PROVIDED ALWAYS that the Transferee and the Transferee's successors in title to the Land shall as regards the covenants be personally liable only in respect of breaches which occur while they are the registered proprietors of the land:

FIRST SCHEDULE

Lots 1 to 6 inclusive on Deposited Plan 90203 being respectively comprised in Certificate of Title 57D/243 to 57D/248 (Wellington Registry) inclusive.

SECOND SCHEDULE

Residential Use

1. The Transferee will not use the Land or allow it to be used otherwise than for residential purposes.

Approval of Plans and Specifications

2. (a) The Transferee will not erect or permit to be erected any improvements on the Land, whether the same be buildings, accessory buildings or fences, unless the Plans, Specifications and all other details of construction and finish as the Transferor in its absolute discretion may require have first been submitted to the Transferor and received the Transferor's written approval:

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.

(b) The Transferor may in its absolute discretion withhold such approval should the Transferor consider that the Plans, specifications and other details of construction do not conform to the standards desirable for the development of the land in the subdivision and the Transferee shall not erect or allow to be erected any such improvements upon the Land not first approved in the terms hereof:

(c) The Transferee will not apply to the Kapiti Coast District Council for the issue of a Building Consent and the Transferee will not proceed with the erection or completion of any buildings, structure or improvements on the Land until the Transferor's written approval has been given in accordance with this clause.

New Dwellinghouse

3. The Transferee will not erect or allow to be erected on the Land:

   (a) Any building (except a garage, carport or shed and except a temporary structure required in connection with the erection of a new dwelling which will be removed on completion of the new dwelling) other than a new single private dwelling (not being a re-locatable or pre-built dwelling); or

   (b) Any garage, carport or fence between the front building line of a dwelling erected on the Land and the road frontage of the Land.

Time for completion

4. The Transferee will not permit or allow any building in the course of erection to be left without substantial work being carried out thereon for a period exceeding 3 months and will not delay or allow the delaying of completion of construction of any such building longer than 9 months from the date of commencement of the erection of the building.

Temporary Residential Use

5. The Transferee will not allow the Land to be occupied or used for temporary or permanent residential purposes by the erection of temporary structures or the placing of tents, caravans or vehicles on the Land.

Occupation

6. The Transferee will not occupy any dwelling on the Land until it is substantially completed in accordance with the Plans and Specifications approved by the Transferor.

Landscaping

7.1 The Transferee will not remove nor permit the removal of soil from the Land except as shall be necessary for the construction of permanent buildings.

~~7.2 The Transferee acknowledges the aesthetic work and character of the phoenix palm trees~~ planted on Lots 1 and 6 DP 90203 and agrees to take all proper and appropriate steps to maintain the Phoenix Palms ("the palms") which are established on Lot 1 DP 90203 (CT 57D/ 243) and Lot 6 DP 90203 (CT 57D/248) and in particular will:

M.J.S

(a) Not do anything which will affect the growth of the palms.

(b) Trim the palms when necessary.

nor

(c) Maintain and encourage the growth of the palms.

Building Materials

8. In the erection or repair of any building on the Land, the Transferee will not use or permit or suffer to be used:

(a) Any corrugated iron, flat asbestos cement sheathing, hardiplanks or non-permanent building materials in the external walls or roof or any such building; or

(b) Any second-hand or used building materials in the wall, rood or other external surfaces of any such building.

Advertising Signs

9. The Transferee will not erect or allow to be erected any advertising sing or hoarding of a commercial nature on the Land.

Glasshouse

10. The Transferee will not erect or allow to be erected on the Land any glasshouse exceeding 20 square metres in area.

Storage

11. The Transferee will not install any water storage tank on the Land unless it is fully enclosed in a structure approved by the Transferor.

Fencing

12. In the erection or repair of any fence on the Land, the Transferee will not:

(a) Use or allow to be used any corrugated iron, profile steel, flat asbestos cement sheathing, non-permanent or second-hand or used building materials; or

(b) Erect a fence exceeding 1.80 metres in height above natural ground level nor

~~provide a fence made other than of wood or natural vegetation or any other~~ material unless first approved by the Transferor. If non-compliance with this sub-clause would involve the Transferee not complying with the Fencing and Swimming Pools Act 1987 then this condition shall be waived to the minimum extent to enable compliance with that Act.

Rubbish

13. Except when building operations are in progress on the Land, the Transferee will not bring or allow to be brought onto or remain on the land any materials debris, rubbish or vehicles of an unsightly nature nor will the Transferee allow any access of growth of grass or weeds on the Land so that the Land shall become unsightly.

Letterbox

14. The Transferee will not erect or allow to be erected on the Land a letterbox that is not aesthetically sensitive in terms of design and location.

Stop Work

15. The Transferee will not after the receipt of written notice from the Transferor proceed further with nor allow to remain on the Land any building, structure or improvement erected, repaired or completed in breach or non-observance of any of the covenants.

Removal and/or Replacement in Event of Breach

16. The Transferee will forthwith "upon demand" (within the meaning ascribed to that expression by the Chattels Transfer Act 1924) by the Transferor or any registered proprietor for the time being of the other lots in the subdivision):

    (a) Remove or cause to be removed from the Land any building used, erected or repaired in breach of any of the covenants; and

    (b) Replace any building materials used or allowed to be used in breach or non-observance of any of the covenants.

Damages

17. If the Transferee fails to comply with or fulfil any of the covenants then, without prejudice to any other remedy which the Transferor may have, the Transferee will "upon demand" pay to the Transferor (or any of the registered proprietors for the time being of the other lots in the subdivision) as liquidated damages either the sum of $5,000.00 or a sum equal to one-quarter of the cost of any building which has been used, erected or repaired in breach or non-observance of any of the covenants whichever is the greater.

No Liability on the Transferor to Enforce Covenants

18. The Transferor will not be liable to the Transferee (or any other registered proprietor for the time being of the lots in the subdivision) in connection with the enforcement or non-enforcement of the covenants of the Transferee or the exercise or non-exercise of any power or discretion, conferred on the Transferor under this Schedule.

Commencement of Building Operations

19. Any Transferee who shall subsequently take title from the within Transferee will commence the building of a dwelling on the land within nine months from the date of that Transfer.

Continuation of "attestation"

SIGNED in my presence by the Transferee

MURRAY JAMES SEARLE

Signature: M. J. Searle

Signature of Witness:

Witness' Name:

Occupation: MATTHEW O'BYRNE SOLICITOR RAUMATI

Address:

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

TRANSFER

Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society
REF 4135

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PARTICULARS ENTERED IN REGISTER
LAND REGISTRY WELLINGTON
FOR REGISTRAR-GENERAL OF LAND

SD/243 to 248.

Transfer A to A

+ Land Covenants

This page is for Land Registry Office use only.
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