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

Transfer instrument

Section 90, Land Transfer Act 1952

Registrar-General of Land Approval 02/1026EF -ADLS-

T 5694379.9 Transfer
Cpy - 01/01, Pgs - 004, 14/08/03, 10:07
DocID: 410788566

Land registration district

WELLINGTON

Unique identifier(s) or C/T(s)	All/part	Area/description of part or stratum
See Schedule A of Annexure Schedule		

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

Erika Jane BELLIS and John Gerard O'REGAN

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

Erika Jane BELLIS and John Gerard O'REGAN

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

Fee simple (and covenants and fencing agreement as set out in annexure schedule)

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 28 day of July **2003**

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

Signature [common seal] of Transferor	**Signed in my presence by the Transferor** and Transferee *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** ..... **Occupation** KATHY DOYLE LEGAL EXECUTIVE BRANDONS Barristers & Solicitors WELLINGTON **Address**

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

[Solicitor for] the Transferee

REF: 7002 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

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

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(Continue in additional Annexure Schedule, if required.)

BACKGROUND

1. The transferor has subdivided land comprised in certificate of title 56D/986 into lots, a plan of such subdivision having been deposited under number 319476 ("the plan").

2. It is the transferors' intention that the registered proprietors or occupiers for the time being of each of the lots listed in Schedule A below ("the covenanted lots") be bound by the covenants stipulations and restrictions set out hereafter as they relate to each such covenanted lot and that the registered proprietors and occupiers for the time being of each of the covenanted lots should be able to enforce the observance and performance of such covenants stipulations and restrictions by the registered proprietors or occupiers for the time being of any other of the covenanted lots.

NOW THEREFORE:

1. The transferors hereby transfer to themselves the said Erika Jane Bellis and John Gerard O'Regan each of the lots described in Schedule A below and in respect of each such lot **HEREBY COVENANT** with themselves as registered proprietors of all the other lots described in Schedule A that they will at all times hereafter perform and observe all the covenants stipulations and restrictions contained in Schedule B below as they relate to each lot to the end and intent that each of the said lots shall have the benefit and burden of the covenants stipulations and restrictions set out in Schedule B and that each of the registered proprietors and occupiers for the time being of each of the said lots may enforce the performance and observance of such covenants stipulations and restrictions against any other of the registered proprietors or occupiers for the time being of the said lots.

SCHEDULE A

LOT	DEPOSITED PLAN	CERTIFICATE OF TITLE
1	319476	76754
2	"	76755
3	"	76756
4	"	76757
5	"	76758
6	"	76759

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.

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Annexure Schedule

Registrar-General of Land Approval 02/5032EF ADLS

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

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(Continue in additional Annexure Schedule, if required.)

SCHEDULE B

1. Not to commence construction of any dwellinghouse on the lot prior to submitting to and obtaining approval from Erika Jane Bellis and John Gerard O'Regan of the final building plans of any such dwellinghouse (as intended to be submitted for a building consent) including full details of all exterior colour schemes and finishes and details of outbuildings (such as garage or garden shed), fencing and driveways, such approval to be entirely at the discretion of Erika Jane Bellis and John Gerard O'Regan.

2. Not to erect on the lot more than one dwellinghouse but such may incorporate a "granny flat". The value of such dwellinghouse shall, in the opinion of the said Erika Jane Bellis and John Gerard O'Regan, be not less than one hundred and eighty thousand dollars. For the purposes of this clause, a "granny flat" means a self-contained dwelling unit of not more than 80 m² for the use and occupation of family relatives or of elderly or infirm people.

3. Not to erect or place or permit or cause to be erected or placed upon the lot any caravan, hut or shed to be used as a dwellinghouse or as a temporary dwelling nor to relocate an existing dwellinghouse to the lot.

4. To keep the lot at all times in a neat and tidy condition (except when building operations are in progress) and in particular not to permit any rubbish to accumulate upon the lot nor to permit any excessive growth of grass or weeds.

5. Except when building operations are in progress not to allow to be brought onto or remain on the lot any trade vehicle, trade equipment or materials or debris of an unsightly nature unless adequately garaged or screened to prevent offence to the occupiers of any adjoining lot.

6. To keep all buildings on the lot in a neat and tidy condition at all times.

7. Not to subdivide the lot or apply for a subdivision consent in respect of the lot except a subdivision by way of boundary adjustment when no additional allotment is created and where the land which is the subject of the boundary adjustment does not exceed 50 m² in area (or such greater area as may be approved by all of the registered proprietors of all of the lots listed in Schedule A).

8. Except with the written permission of all of the registered proprietors of all of the lots listed in Schedule A, not to erect any outbuildings or build any fences in front of the building line of the dwellinghouse erected or to be erected on the lot.

9. To contribute equally to the cost of maintenance and upkeep of the right of way marked A, B, C, D, E and F on Deposited Plan 319476 and of the upkeep and landscaping of the borders of such right of way and to abide by a decision of a majority of the registered proprietors of the lots listed in Schedule A as to the timing and nature of such maintenance and landscaping.

10. Not to require or call upon Erika Jane Bellis and John Gerard O'Regan to erect or contribute towards the cost of erection or repair of any boundary fence between the lot and any adjoining lot of which Erika Jane Bellis and John Gerard O'Regan remain the registered proprietors. The benefit of this covenant is personal to Erika Jane Bellis and John Gerard O'Regan and will not enure to the benefit of any other person.

11. Not to allow on the lot any activity which creates a nuisance, disturbance or damage to the registered proprietors or occupiers of any of the other lots listed in Schedule A.

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.

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Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

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(Continue in additional Annexure Schedule, if required.)

12. In respect only of Lot 6 Deposited Plan 319476 (on which a mature Banksia tree is located) not to do or permit anything to be done to or near the tree which will or might cause its deterioration or destruction and in particular not to:

    a. cut, damage, alter, injure, destroy or partially destroy the tree (including its roots) (but this does not inhibit the pruning of the tree from time to time in accordance with good arboricultural practice); or

    b. within the dripline of the tree:

    - alter the soil levels or water table by addition or excavation of soil;
    - store materials, vehicle or machinery;
    - discharge or disperse any toxic substance; or
    - undertake any excavation, construction work or other activity.

    In the event of damage to the tree whether from natural causes or otherwise ensure so far as is reasonably practical that remedial action is taken in a timely manner and in accordance with good arboricultural practice.

TO: The District Land Registrar
WELLINGTON

Please note the foregoing covenants against the certificates of title to the lots described in Schedule A above.

.....
Solicitor to the parties

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.