



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R.W. Muir
Registrar-General
of Land

Identifier SA66C/15
Land Registration District South Auckland
Date Issued 21 April 1999

Prior References
SA603/56

Estate Fee Simple
Area 2810 square metres more or less
Legal Description Lot 2 Deposited Plan South Auckland
83572

Registered Owners
Owen Peter Francis O'Meagher and Carol Jean O'Meagher as to a 1/2 share
Carol Jean O'Meagher and Owen Peter Francis O'Meagher as to a 1/2 share

Interests
Land Covenant in Transfer B547281.2 - 3.6.1999 at 12.47 pm
Fencing Covenant in Transfer B547281.2 - 3.6.1999 at 12.47 pm

1 DEVIN SURVEYOR GENERAL 1 AND INFORMATION NEW ZEALAND.

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

SOUTH AUCKLAND



B 547281.2 T

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

66C

15

All

Transferor Surnames must be underlined or in CAPITALS

Lynden Frederick CLEMENTS

Transferee Surnames must be underlined or in CAPITALS

Andrew Craig CLEMENTS and Fiona Elizabeth CLEMENTS

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

Fee simple subject to a land covenant (continued on pages 2, 3 and 4 annexure schedule) and the transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Consideration

\$85,000.00

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 18th day of June 1999

Attestation

	Signed in my presence by the Transferor
	Signature of Witness
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name
	Occupation
	Address
Signature, or common seal of Transferor	(continued on page 1 annexure schedule)

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

Annexure Schedule

TRANSFER

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Signed in my presence by the Transferee

Andrew Craig Clements

Signature of Witness

Witness to complete in BLOCK letters

(unless typewritten or legibly stamped)

Witness name

Occupation

Marcus W.D. Hinkley

Solicitor

Address

Hamilton

Signed in my presence by the Transferee

Fiona Elizabeth Clements

Signature of Witness

Witness to complete in BLOCK letters

(unless typewritten or legibly stamped)

Witness name

Occupation

Marcus W.D. Hinkley

Solicitor

Address

Hamilton

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] L7C OBB

Annexure Schedule



insert below

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

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Continuation of "Estate or Interest or Easement to be created"

The transferor when registered proprietor of the land formerly contained in certificate of title 603/56 subdivided the land into residential lots in the manner shown and defined on Deposited Plan S.83572 AND WHEREAS it is the transferor's intention to create for the benefit of the land in certificate of title 66C/14 (hereinafter referred to as the 'dominant lot') the land covenant set out in Schedule A over the land in certificate of title 66C/15 (hereinafter referred to as the 'servient lot') TO THE INTENT that the servient lot shall be bound by the stipulations and restrictions set out in Schedule A hereto and that the owners or occupiers for the time being of the dominant lot may enforce the observance of such stipulations against the owners for the time being of the servient lot.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the servient lot and for the benefit of the respective dominant lots the transferee DOES HEREBY COVENANT AND AGREE in the manner set out in Schedule A hereto so that the covenants run with the servient lot for the benefit of the dominant lots.

SCHEDULE A

- (a) Not to erect construct or place on any lot or allow to be erected constructed or placed on any lot any dwelling house which is not a new residential dwelling house having a minimum floor area (excluding any garage) of 150 square metres and having not less than 100% in area of the exterior cladding of any of the following materials:

Kiln fired or concrete brick
 Stucco finish on fibrous sheet or polystyrene, concrete block or solid concrete
 Stone
 Timber
 Metal laminate or solid timber

PROVIDED HOWEVER that the transferor may waive the minimum floor area and the requirement of a new residential dwelling house if he is satisfied that in all respects the dwelling house complies with all other requirements of the covenants contained in these clauses.

- (b) Not to allow any form of metal roofing on any lot unless the same has been prepainted.
- (c) Not to permit the construction of the exterior of any dwelling house on any lot to take more than a period of six (6) months from the commencement of construction of that dwelling house.
- (d) Not to permit the driveway on any lot to remain uncompleted without a solid running course for more than six (6) months after completion of the dwelling house.
- (e) Not to erect a primary dwelling at a cost less than (\$150,000.00) (GST inclusive). Cost shall be deemed to mean the extent of work normally done by a building contractor and shall exclude chattels such as floor coverings curtains and the like, building permit fees and work done on the section external to the house.
- (f) No work for the erection of improvements whether the same be for building, accessory buildings or fences including exterior finishes and excavation of foundations upon the land shall be commenced unless plans and specifications and all other details of construction and finish as the transferor in his absolute discretion may require have been first submitted to him and have received his written approval which approval shall not be unreasonably withheld where the transferor is satisfied that the dwelling will comply with the terms of Clause (a) and the transferees shall not erect or permit to be erected any improvement upon the land not first approved by the transferor in terms of this clause. The transferor shall

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Auckland District Law Society

REF 412C

Annexure Schedule



below

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

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have the right at his discretion to assign the powers of approval set out in this clause to a person or organisation nominated for that purpose.

- (g) Not to permit or carry out the erection of any temporary building or structure upon any lot 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.
- (h) Not to permit or carry out the placing or erection upon any lot any building previously erected on other land excepting transportable homes approved by the transferor and temporary structures placed therein in conjunction with the construction of permanent buildings as described in (a) above or as approved by the transferor in accordance with (a) above.
- (i) Not to permit or carry on the use of any lot other than for residential purposes.
- (j) Not to subdivide or crosslease any lot and not erect or allow to be erected on any lot any buildings other than one family dwelling house with, if required, a garage or two garages or such other buildings as would normally be appurtenant to a family dwelling house provided that any garage shall form part of or be permanently attached to the dwelling house.
- (k) Not to permit or cause any lot to be occupied or used as a residence unless:
 - (i) A building has been substantially completed in accordance with the terms of this covenant, and
 - (ii) The building meets the requirements of the appropriate local authority.
- (l) Not to erect a fence constructed of materials other than wooden post and rails or seven wire post and baton in each case of a stock proof construction and no fence shall exceed 1.83 metres in height above natural ground level.
- (m) Not to permit or cause any rubbish to accumulate or be placed upon any lot and not to permit any excessive growth of grass so that the same becomes long or unsightly.
- (n) Not to permit or cause any advertisement sign or hoarding of a commercial nature to be erected on any part of any lot without the prior consent in writing of the Transferor.
- (o) Not to permit or cause the removal of soil from any lot except as shall be necessary for the construction of the building thereon.
- (p) Not to allow the use of any lot for any commercial farming activities whatsoever including horticulture, agriculture, animal boarding facilities, market gardening, livestock or similar activity except that livestock for personal use and enjoyment is permitted subject to comprising only one horse and domestic pets but specifically excluding pigs and poultry
- (q) Not to erect a garage in respect of a single storey dwelling unless it is attached to the dwelling and forms part of the roofline of the dwelling and consists of the cladding set out in Paragraphs (a) and (b) above
- (r) Not to erect a dwelling to the shape of a rectangle or square or without one full valley in the roof provided that this condition may be waived in the sole discretion of the transferor.

Acknowledging that the value of the area of the subdivision will be affected by the standard of buildings erected on any lot and by failure to comply with the covenants contained in the preceding clauses and subclauses the transferees covenant for the transferees personally and their executors administrators and assigns that should they fail to comply with, observe, perform, or complete any

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Annexure Schedule



"Transfer", "Lease" etc

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of the special conditions and/or covenants and restrictions contained in Clauses (a) to (r) inclusive of this Schedule A then without prejudice to the other liability the transferees may have to any registered proprietor including the transferor ~~of any~~ of Certificate of Title 66C/14:

- (a) Pay to the transferor as liquidated damages a sum equal to 25 per centum of the cost of the erection of the dwelling house immediately upon receipt of a written demand for payment from the transferor or the transferor's solicitors and;
- (b) Shall permanently remove or cause to be permanently removed from the property any improvement or structure so erected or repaired or other cause of any breach or non-observance of the foregoing covenants.

PROVIDED and it is further agreed and acknowledged that:

- (i) The transferees or any registered proprietor for the time being of any lot shall only have any liability hereunder in respect of any breaches which have occurred while the transferees or the registered proprietor is the registered proprietor of the lot to which any breach of covenant applies.

- (ii) If there is a default or defaults under clauses (k) to (r) inclusive hereof and if:

such default is remedied within one month of notice in writing requiring the removal of such cause of default; and

the defaulting party pays all reasonable legal costs and other expenses incurred by the party enforcing the said covenants then the penal sum prescribed above shall be waived **PROVIDED THAT** this waiver shall not apply in respect of any subsequent default of a similar nature.

- (iii) The right and obligation of the transferors to enforce the terms of the rights and benefits conferred by the foregoing covenants and by this clause shall terminate six (6) calendar months from the date on which they cease to be a registered proprietor of the lands in Certificates of Title 66C/14 and 66C/15 and from that date the right to enforce the rights and benefits so conferred shall in accordance with normal legal principles vest in the owners of those lots in the said subdivision contained in Certificates of Title 66C/14 and 66C/15.

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Land Transfer Act 1952



Law Firm Acting
Tompkins Wake Solicitors Hamilton

Auckland District Law Society
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