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B083686.3 TE

Our Ref: 1/10/7

Your Ref:

24 February 1998

Loughnans
P O Box 1257
PAMERSTON NORTH

Attention: Mary Chapman

Dear Mary

C L & M A Chapman - Schnell Dr Cst 52A/275 & 52B/207

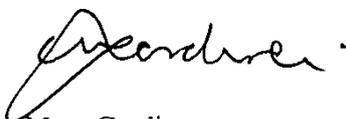
I refer to your facsimile of 19 February 1998 and our telephone conversation of today's date.

After further consultation with Warren Moyes we agree the "and the said land" as interpreted in the operative wording of Transfer B608686.3 is deleted. Therefore your interpretation is correct.

I have therefore arranged for the covenant memorial to be deleted off Certificates of Title 52B/207 and 52A/275. These titles have the benefit of the restrictive covenant and not the burden. The memorial on Certificate of Title 52A/274 has been amended to reflect Lot 14 DP 67359 as being affected by the covenant.

I have enclosed copies of these Registers for your information and hope this now clarifies the situation.

Yours faithfully



Mary Gardiner
for District Land Registrar



*Original filed
made 11/01/7
18/2/98*



PRINCIPAL: **BRUCE ANTHONY STEWART**
 LL.B., B.C.A.; *Notary Public*

LEGAL EXECUTIVE: **MARY CHAPMAN J.P.**

Herrick House, 14 Victoria Avenue, Palmerston North, New Zealand
 PO Box 1257, DX PP80124, email m.chapman@loughnans.co.nz
 Telephone 06 356-4960, Fax 06 356-2118

19 February 1998

FROM: **LOUGHNANS**
 PO BOX 1257
 PALMERSTON NORTH

Telephone (06) 356-4960
 Facsimile (06) 356-2118

Facsimile only to be sent, original will not be forwarded

FAX NUMBER DIALLED: **04 496 9422** MC:MC 11159/6

NUMBER OF PAGES SENT: 4 (including this sheet)

The District land Registrar
 Land Titles Service
 PO Box 5014
WELLINGTON

Attention Mary Gardiner

Dear Mary

CL & MA Chapman - Purchase Schnell Drive - Titles 52A/275 and 52B/207
Your reference 1/10/7

Thank you for your letter of 18 February 1998. We appreciate your assistance in this matter.

I refer to my discussion with Mary today and wish to seek further clarification as to the Land Covenant in Transfer B083686.3.

In that transfer the Land Covenant is created in the Second Schedule to the Transfer. It states under Clause 1. of that Schedule " **COVENANTS and restrictions as to user affecting Lots 2, 3, 4, 5, 6, 9, 12 and 13.**" unlike the First Schedule where it refers to these Lots "and the said Land" (the said land being defined as part Lot 57 Section 416 Town of Palmerston North and being all the land in Title 31A/117. We believe that the restrictive covenant or Land Covenant does not affect "the said Land" as it is not shown in the Second Schedule. It does, however, effect Lot 9 DP 67359.

Our clients have now purchased Lot 2 DP 84354 and the Palmerston North City Council

Answer to Mary 24/2

Lot 3 DP 84354 which is comprised in Title 52B/207. Council now requires all those effected by the Transfer to agree to the Restrictive Covenant over Lot 3 being surrendered.

If Lot 2 DP 84354 is not effected by Transfer B083686.3 then there would be no requirement for it to consent to such surrender.

I look forward to receiving your response to the matter outlined in the third paragraph above.

In respect of Title 52A/275 this is currently at the Land Titles Office, under abstract B650003 for the registration of a transfer to our clients and mortgage to Westpac Trust. The Council's Solicitors will shortly be sending their registration in respect of the surrender of easement and accordingly if this matter could be clarified before they lodge their documentation it may save some confusion.

Again, I thank you for your assistance in this matter.

Yours faithfully
LOUGHNANS



MARY CHAPMAN
11159/6
MC:MC

Mary G.

I might have to show chocolates
to this one.

Mary C

1.1 That Lot 14 D.P. 67359 be subject to the covenants and restrictions as set out in the First Schedule hereto, such restrictions to be forever appurtenant to Lots 2, 3, 4, 5, 6, 9, 12 and 13 D.P. 67359 and the said land.

~~that such covenants and restrictions shall enure for all time as a burden on each such one eighth share for the benefit of all of the said lots and the said land specified in such First Schedule as Relative Dominant Tenements to which the benefit of such covenants and restrictions is intended to be annexed.~~

1.2 THE first registered proprietor as registered proprietor of each of the Lots 2, 3, 4, 5, 6, 12, and 13 and the second registered proprietor as registered proprietor of ^{Lot 9} ~~the said land~~ and as are specified in the Second Schedule hereto as a Servient Tenement intended to be subject to the covenants and restrictions as to user set out in such Second Schedule shall henceforth and at all times hereafter observe and perform all such covenants and restrictions TO THE INTENT that such covenants and restrictions shall enure for all time as a burden on each of the Lots 2, 3, 4, 5, 6, 9, 12 and 13 ~~and the said land~~ for the benefit of all of the said Lots and the said land specified in such Second Schedule as Relative Dominant Tenements to which the benefit of such covenants and restrictions is intended to be annexed.

2. NOTWITHSTANDING anything hereinbefore contained or implied the registered proprietor for the time being of each of the said Lots and the said land shall be liable only in respect of those breaches hereof which shall occur while the said registered proprietors are registered as proprietor or is the occupier of that particular Lot or of the said land in respect of which such breach has occurred but these presents shall otherwise bind the owners and occupiers of each of the said Lots and the said land as hereinbefore provided.

FIRST SCHEDULE

1. Covenants and restrictions as to user affecting Lots 2, 3, 4, 5, 6, 9, 12, 13 and 14 and the said land.

*
To be
Cashed out
in Lot 9
to be
subject to
said
Schedule

7

The undivided one eighth share	lots 2, 3, 4, 5, 6, 9, 12 and 13
in Lot 14 held by the registered	and the said land
proprietor of Lot 5	
The undivided one eighth share	Lots 2, 3, 4, 5, 9, 12 and 13
in Lot 14 held by the registered	and the said land
proprietor of Lot 6	
The undivided one eighth share	Lots 2, 3, 4, 5, 6, 9 and 13
in Lot 14 held by the registered	and the said land
proprietor of Lot 12	
The undivided one eighth share	Lots 2, 3, 4, 5, 6, 9 and 12
in Lot 14 held by the registered	and the said land
proprietor of Lot 13	
The undivided one eighth share	Lots 2, 3, 4, 5, 6, 9, 12 and
in Lot 14 held by the registered	13 and the said land
proprietor of the said land	

SECOND SCHEDULE

1. COVENANTS and restrictions as to user affecting Lots 2, 3, 4, 5, 6, 9, 12 and 13.

1.1 THE first registered proprietor and the second registered proprietor will not:-

1.1.1 ERECT or place or permit to be erected or placed on Lots 2, 3, 4, 5, 6, 9, 12 and 13 on Deposited Plan 67259:-

Does not affect Lot 21
said Lot

Our Ref: 1/10/7

Your Ref: MC:KJM 11159/6

18 February 1998

*See 1/10/7 / 18/2
original
on 10 amendment*

Loughnans
Barristers & Solicitors
P O Box 1257
PALMERSTON NORTH

Attention: B A Stewart

Dear Sir

Re: CL & M A Chapman: Purchase Snell Dr Pth Nth-CT 52A/275 & 52B/207.

I refer to your Facsimiles of 5 December 1997, 9 and 30 th January 1998 respectively.

Please accept my apologies for the delay in replying. As you can imagine some investigation as to the issue of Certificate of Title 52A/275 was required. I have addressed the points referred to in your Facsimile of 5 December 1997, copy enclosed.

1. Subject to the Mining Act 1971 Notation

This affected the part formerly in CT 28D/572 being part Section 1794 Town of Palmerston North. This became part Lot 3 DP 68801 - see CT 38A/371. This then was subdivided by Plan 75192. It is on this plan you can clearly see where part Section 1794 Town of Palmerston North used to be by joining the lines outside the subdivision of Part 1795 SO 20410 and Part 1794 SO 20410 - See DP 75192 attached. You can see by aligning the boundaries of Lot 2 DP 84354 and the boundaries of Lot 8 DP 75192 that the Mining Act memorial affects a **sliver of land** in the North of Lot 2 DP 84354 - highlighted in yellow thereon.

2. Land Covenant in Transfer B083686.3

The land covenant affects - Lots 2, 3, 4, 5, 6, 9, 12 and 13 DP 67359 ~~AND Part Lot 57 of Section 416 Town of Palmerston North - See CT 36D/696.~~ It is part of the subdivision of Part Lot 57 of Section 416 Town of Palmerston North that became Part Lot 3 DP 68801 and the land covenant should have been memorialised to affect the land formerly in CT 36D/696 - see CT 38A/371.

*see later letter
[Signature]*

It is a part of the subdivision of Lot 3 DP 68801 that became Lot 8 DP 75192 and likewise should have affected the land formerly in CT 36D/696 - See CT 43B/264. A further subdivision - see DP 83421 - affected part of Lot 8 DP 75192 and the balance of land was amalgamated to become CT 50B/806 and subsequently the memorial thereon for Land Covenant in Transfer B083686.3 should have referred to affecting the part formerly in CT 36D/696. If you align the boundaries of Lot 2 DP 84354 with the boundaries of Lot 8 DP 75192 you can clearly see that the Land Covenant affects the part of Lot 2 DP 84354 formerly contained in CT 36D/696.

3. Transfer B083686.5

These memorials have been entered in error.

I intend to make the necessary corrections to these Registers and request the production of the duplicate Certificates of Title 52B/207 and 52A/275 to make the necessary amendments pursuant to Section 80 of the Land Transfer Act 1952.

I hope this now clarifies the situation.

Yours faithfully

Mary Gardiner
for District Land Registrar

Approved by the Registrar-General of Land, Wellington, No. 367635.80

Under the Land Transfer Act 1952

Memorandum of Transfer

And Grant of Easement

N/L

~~being registered as proprietor~~

~~subject however to such encumbrances, liens and interests as are notified by memoranda underwritten~~
or endorsed hereon in piece of land situated in the Land District of
~~containing~~

more or less being

NEW ZEALAND STAMP DUTY WAH
21/03/9050218001 NOLIABLE *.00

WHEREAS

1. DENNIS SYDNEY SCHNELL of Palmerston North, Supervisor, BRIAN ROBERT SCHNELL of Bunnythorpe, Farmer and NOELINE ROSE REID of Palmerston North, Married Woman (jointly inter se) as Executors and RITA PHYLLIS SCHNELL, Married Woman of Whakaronga as to an undivided one half share ^{as tenants in common in equal shares} (hereinafter called "the first registered proprietor") are registered as proprietors of an estate in fee simple subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in all those parcels of land situated in the Land Registration District of Wellington and in the City of Palmerston North and being more particularly described as follows:-

FIRSTLY Lot 2 on Deposited Plan 67359 containing 5023 square metres more or less (hereinafter called "Lot 2") together with an undivided one eighth share in Lot 14 on Deposited Plan 67359 containing 1.2109 hectares more or less and being all the land in Certificate of Title
Volume Folio (Wellington Registry) ~~SUBJECT TO~~

SECONDLY Lot 3 on Deposited Plan 67359 containing 3.1778 hectares more or less (hereinafter called "Lot 3") together with an undivided one eighth share on Lot 14 on Deposited Plan 67359 containing 1.2109 hectares more or less and being all the land in Certificate of Title
Volume Folio (Wellington Registry) ~~SUBJECT TO~~

THIRDLY Lot 4 on Deposited Plan 67359 containing ^{1.8370 hectares} ~~5023 square metres~~ more or less (hereinafter called "Lot 4") together with an undivided one eighth share in Lot 14 on Deposited Plan 67359 containing 1.2109 hectares more or less and being all the land in Certificate of Title
Volume Folio (Wellington Registry) ~~SUBJECT TO~~

2.1476 hectares
 FOURTHLY Lot 5 on Deposited Plan 67359 containing ~~5023 square metres~~
 more or less (hereinafter called "Lot 5") together with an undivided one
 eighth share in Lot 14 on Deposited Plan 67359 containing 1.2109
 hectares more or less and being all the land in Certificate of Title
 Volume Folio (Wellington Registry) ~~SUBJECT TO~~

1.2346 hectares
 FIFTHLY Lot 6 on Deposited Plan 67359 containing ~~5023 square metres~~
 more or less (hereinafter called "Lot 6") together with an undivided one
 eighth share in Lot 14 on Deposited Plan 67359 containing 1.2109
 hectares more or less and being all the land in Certificate of Title
 Volume Folio (Wellington Registry) ~~SUBJECT TO~~

2365
 SIXTHLY Lot 9 on Deposited Plan 67359 containing ~~5023 square metres~~
 more or less (hereinafter called "Lot 9") together with an undivided one
 eighth share in Lot 14 on Deposited Plan 67359 containing 1.2109
 hectares more or less and being all the land in Certificate of Title
 Volume Folio (Wellington Registry) ~~SUBJECT TO~~

1.0800 hectares
 SEVENTHLY Lot 12 on Deposited Plan 67359 containing ~~5023 square~~
~~metres~~ more or less (hereinafter called "Lot 12") together with an
 undivided one eighth share in Lot 14 on Deposited Plan 67359 containing
 1.2109 hectares more or less and being all the land in Certificate of
 Title Volume Folio (Wellington Registry) ~~SUBJECT TO~~

9405
 EIGHTHLY Lot 13 on Deposited Plan 67359 containing ~~5023 square metres~~
 more or less (hereinafter called "Lot 13") together with an undivided one
 eighth share in Lot 14 on Deposited Plan 67359 containing 1.2109
 hectares more or less and being all the land in Certificate of Title
 Volume Folio (Wellington Registry) ~~SUBJECT TO~~

2. The said DENNIS SYDNEY SCHNELL, and the said BRIAN ROBERT SCHNELL
 (hereinafter together called "the second registered proprietor") are
 registered as proprietors of an estate in fee simple as tenants in
 common in equal shares subject to such encumbrances liens and

ed

interests as are notified by memorandum underwritten or endorsed hereon in all that parcel of land containing 6.9634 hectares being part Lot 57 of Section 416 Town of Palmerston North and being all the land in Certificate of Title Volume 31A Folio 117 (Wellington Registry) *Subject to Mortgage 292005.2* (hereinafter called "the said land")

~~3. The first registered proprietor, while registered as proprietor of Lots 2, 3, 4, 5, 6, 9, 12 and 13, subdivided such land for residential purposes in the manner shown and defined on Deposited Plan 67359.~~

~~4.~~ It is the intention of the first registered proprietor and the second registered proprietor that each of Lots 2, 3, 4, 5, 6, 9, 12 and 13^{and 14} on Deposited Plan 67359^("the said lots") ~~and the undivided one eighth shares in Lot 14 as aforesaid~~ and the said land shall be subject to a scheme applicable thereto and for the benefit of the said Lots and the said land AND that the respective owners and occupiers for the time being of each of Lots 2, 3, 4, 5, 6, 9, 12 and 13^{and 14} on Deposited Plan 67359 and the said land^{be} ~~and the said undivided one eighth shares~~ subject to the burden of any covenants and restrictions as to user specified herein^{and} should be bound thereby AND that the respective owners and occupiers for the time being of each of the said Lots and the said land to which the benefit of any such covenants and restrictions as to user specified herein are intended to be annexed may be able to enforce (both in law and in equity and by virtue of Section 7 of the Property Law Act 1952 or otherwise howsoever) the observance of the same by the owners and occupiers for the time being of the said Lots and the said land subject to the burden thereof.

NOW THEREFORE the first registered proprietor DO HEREBY TRANSFER:-

A. To themselves the first registered proprietor all the estate and interest of the first registered proprietor in all the land firstly, secondly, thirdly, fourthly, fifthly and seventhly^{and eighthly} described above.

B. To the second registered proprietor as tenants in common in equal shares all the estate and interest of the first registered proprietor in the said land sixthly above described in consideration of the sum of \$10,000 paid to the first registered proprietor by the second registered proprietor (the receipt of which sum is hereby acknowledged).

AND the first registered proprietor as the registered proprietor of Lot 5 on Deposited Plan 67359 ^(the fourth described land) HEREBY GRANTS to the first registered proprietor and the second registered proprietor as registered proprietors in shares of Lot 14 on Deposited Plan 67359:-

(i) The full free unrestricted and uninterrupted right for all time to discharge and convey water (whether rain tempest spring soakage or seepage water) in any quantities across and along that part of Lot 5 marked "B" on Deposited Plan 67359

(ii) Together with the full free uninterrupted and unrestricted right liberty and privilege for the registered proprietors of Lot 14 or any of them on that part of Lot 5 marked "B" on Deposited Plan 67359 for the purposes of the easement set out above:

(a) to use any line of pipes already laid on that part of Lot 5 marked "B" on Deposited Plan 67359 or any pipe or pipes in replacement or in substitution for all or any of those pipes.

(b) Where no such line of pipes exists, to lay place and maintain or to have laid placed and maintained a line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface (as the parties decide) of that part of Lot 5 marked "B" on Deposited Plan 67359

(c) In order to construct or maintain the efficiency of any such pipe line the full free uninterrupted and unrestricted right liberty and privilege for the registered proprietor of

Lot 14 on Deposited Plan 67359 or any of them their tenants servants agents and workmen with any tools implements machinery vehicles or equipment of whatsoever nature necessary for the purpose to enter upon such part of Lot 5 on Deposited Plan 67359 and by such route as is reasonable in the circumstances and to remain there for any reasonable time for the purpose of laying inspecting cleansing repairing maintaining and renewing the pipe line or any part thereof and of opening up the soil of that part of Lot 5 marked "B" on Deposited Plan 67359 to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the land of the registered proprietor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

AND to have similar rights in regard to those drains with the necessary modifications where an open drain is provided for.

AND the first registered proprietor HEREBY COVENANTS with themselves and with the second registered proprietor AND the second registered proprietor HEREBY COVENANTS with themselves and the first registered proprietor as follows:-

~~1.1 THE first registered proprietor as registered proprietor of each of the Lots 2, 3, 4, 5, 6, 12 and 13 on Deposited Plan 67359 as are Specified in the First Schedule hereto as a Servient Tenement and the second registered proprietor as registered proprietor of the said land and Lot 9 as are specified in the Schedule hereto as a Servient Tenement intended to be subject to the covenants and restrictions as to user set out in such First Schedule shall henceforth and at all times hereafter observe and perform all such covenants and restrictions TO THE INTENT~~



1.1 That Lot 14 D.P. 67359 be subject to the covenants and restrictions as set out in the First Schedule hereto, such restrictions to be forever appurtenant to Lots 2, 3, 4, 5, 6, 9, 12 and 13 D.P. 67359 and the said land.

~~that such covenants and restrictions shall enure for all time as a burden on each such one eighth share for the benefit of all of the said Lots and the said land specified in such First Schedule as Relative Dominant Tenements to which the benefit of such covenants and restrictions is intended to be annexed.~~

1.2 THE first registered proprietor as registered proprietor of each of the Lots 2, 3, 4, 5, 6, 12, and 13 and the second registered proprietor as registered proprietor of ^{Lot 9} ~~the said land~~ and as are specified in the Second Schedule hereto as a Servient Tenement intended to be subject to the covenants and restrictions as to user set out in such Second Schedule shall henceforth and at all times hereafter observe and perform all such covenants and restrictions TO THE INTENT that such covenants and restrictions shall enure for all time as a burden on each of the Lots 2, 3, 4, 5, 6, 9, 12 and 13 ~~and the said land~~ for the benefit of all of the said Lots and the said land specified in such Second Schedule as Relative Dominant Tenements to which the benefit of such covenants and restrictions is intended to be annexed.

2. NOTWITHSTANDING anything hereinbefore contained or implied the registered proprietor for the time being of each of the said Lots and the said land shall be liable only in respect of those breaches hereof which shall occur while the said registered proprietors are registered as proprietor or is the occupier of that particular Lot or of the said land in respect of which such breach has occurred but these presents shall otherwise bind the owners and occupiers of each of the said Lots and the said land as hereinbefore provided.

FIRST SCHEDULE

1. Covenants and restrictions as to user affecting Lots 2, 3, 4, 5, 6, 9, 12, 13 and 14 and the said land.

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1.1 The first registered proprietor and the second registered proprietor shall not use or enjoy or permit to be used or enjoyed the area shown as Lot 14 on Deposited Plan 67359 (hereinafter in this Schedule referred to as "the access area") except for:-

(i) Access with or without vehicles or motor vehicles to and from each of Lots 2, 3, 4, 5, 6, 9, 12 and 13 on Deposited Plan 67359 and the said land for the first and second registered proprietors and their tenants, servants, agents, workmen, licensees, invitees and visitors and any other person lawfully entitled but only while the conditions in subclauses (a) (b) (c) and (d) of this Clause are fulfilled:-

(ii) Subject to the rights of access, the provision of the services of water supply gas supply electric powersupply stormwater drainage sewage drainage and telephone transmission by laying or placing lines wires pipes cables other conduits and poles on under or over the surface of the access area (as the registered proprietors of the said Lots and the said land decides) to each of Lots 2, 3, 4, 5, 6, 9, 12 and 13 and the said land but only while the conditions in subclauses (a) (b) and (c) of this clause are fulfilled.

(a) The first registered proprietor as proprietor of any of Lots 2, 3, 4, 5, 6, 12 and 13 on Deposited Plan 67359 and the second registered proprietor as registered proprietor of the said land and Lot 9 on Deposited Plan 67359 have paid in full or agreed to make payment in full for the costs of all maintenance and repairs to the roadway in the access area unless the need for such maintenance and repairs is directly attributable to the actions of such registered proprietor of any of the aforesaid Lots 2, 3, 4, 5, 6, 9, 12 and 13 and the said land or of any tenant, servant, agent, workman, licensee, invitee of or any visitor to such registered proprietor;

D

- (b) The first registered proprietor as proprietor of any of Lots 2, 3, 4, 5, 6, 12 and 13 on Deposited Plan 67359 and the second registered proprietor as registered proprietor of the said land and Lot 9 on Deposited Plan 67359 have paid or agreed to make payment in full for a one eighth share of the costs of all maintenance and repairs to the roadway in the access area unless the need for such maintenance and repair is directly attributable to the actions of the registered proprietor being the proprietor or proprietors of any one of the other Lots or the said land specified in the Schedule, or of his tenants, servant, agent, workman, licensee, invitee or visitor to, and unless such maintenance and repair has been undertaken while the registered proprietor was not the owner of the particular Lot or of the said land in respect of which such registered proprietor is or has become registered;
- (c) The first registered proprietor as proprietor of any of Lots 2, 3, 4, 5, 6, 12 and 13 on Deposited Plan 67359 and the second registered proprietor as registered proprietor of Lot 9 and the said land have not caused or permitted and will not cause or permit any obstruction to the access area and have not or caused or permitted and will not cause or permit any vehicle or other equipment to remain parked or unattended thereon or cause or permit any rubbish material or article to be placed or deposited in the access area.
- (d) The first registered proprietor as proprietor of any of Lots 2, 3, 4, 5, 6, 12 and 13 on Deposited Plan 67359 and the second registered proprietor as proprietor of the said land and Lot 9 on Deposited Plan 67359 shall not do or cause to be done in respect of the access area anything which shall or may damage or weaken any of the pipes gas pipe lines conduits cables wires and poles laid or placed therein or to be laid or placed therein for the purpose of serving all or any of the said Lots and the said land and shall not otherwise in any manner interfere with such pipes lines cables wires conduits or poles so as to affect or impede their function PROVIDED THAT nothing herein

shall prevent the first registered proprietor of any of the said Lots and the second registered proprietor of the said land and Lot 9 on Deposited Plan 67359 from carrying out proper maintenance or repairs in respect thereof or from laying pipes cables or placing lines conduits or poles in respect of any of the said services SUBJECT TO reinstatement of the surface of the access area to its original condition.

~~2. SERVIENT AND RELATIVE DOMINANT TENEMENTS Each of the~~

undivided one eighth shares in Lot 14 on Deposited Plan 67359 specified in the First Schedule as a Servient Tenement shall be respectively subject to the burden of the covenants and restrictions as to user specified in the First Schedule the benefit of which is intended to be annexed to each of the said Lots as is specified in this Schedule as a Relative Dominant Tenement in relation thereto:-

Servient Tenement	Relative Dominant Tenement
D.P. 67359 except where otherwise specified	Lot 2, 3, 4, 5, 6, 9, 12 and 13 on D.P. 67359 and the said land
The undivided one eighth share in Lot 14 held by the registered proprietor of Lot 2	Lots 3, 4, 5, 6, 9, 12 and 13 and the said land
The undivided one eighth share in Lot 14 held by the registered proprietor of Lot 3	Lots 2, 4, 5, 6, 9, 12 and 13 and the said land
The undivided one eighth share in Lot 14 held by the registered proprietor of Lot 4	Lots 2, 3, 5, 6, 9, 12 and 13 and the said land

~~The undivided one eighth share~~ ~~Lots 2, 3, 4, 6, 9, 12 and 13~~
in Lot 14 held by the registered and the said land
proprietor of Lot 5

The undivided one eighth share Lots 2, 3, 4, 5, 9, 12 and 13
in Lot 14 held by the registered and the said land
proprietor of Lot 6

The undivided one eighth share Lots 2, 3, 4, 5, 6, 9 and 13
in Lot 14 held by the registered and the said land
proprietor of Lot 12

The undivided one eighth share Lots 2, 3, 4, 5, 6, 9 and 12
in Lot 14 held by the registered and the said land
proprietor of Lot 13

The undivided one eighth share Lots 2, 3, 4, 5, 6, 9, 12 and
~~in Lot 14 held by the registered 13 and the said land~~
~~proprietor of the said land~~

SECOND SCHEDULE

1. COVENANTS and restrictions as to user affecting Lots 2, 3, 4, 5, 6,
9, 12 and 13.

1.1 THE first registered proprietor and the second registered
proprietor will not:-

1.1.1 ERECT or place or permit to be erected or placed on Lots 2, 3, 4,
5, 6, 9, 12 and 13 on Deposited Plan 67359:-

①

(i) Any dwelling house or ancillary or other building wholly or in part a relocated building unless that dwelling house or building was first constructed not more than 10 years prior to the date of such erection or placement and provided that the dwelling house or building and the materials thereof is structurally sound and in good order and condition.

(ii) Any hut or shed or caravan to be used as a dwelling or temporary dwelling.

1.1.2 USE any second hand materials in the construction of any buildings unless such materials have formed part of a building constructed not more than 10 years prior to use in the building to be erected or constructed on the land described in Clause 2.1 and such materials are sound and in good order and condition.

1.1.3 ALLOW the completion of the exterior finishing and painting to extend beyond a date six months from the date of commencement of any construction or the erection or placement of any dwelling house or building on the land.

2. SERVIENT AND RELATIVE DOMINANT TENEMENTS - Each of Lots 2, 3, 4, 5, 6, 9, 12 and 13 on Deposited Plan 67359 specified in the Second Schedule as a Servient Tenement shall be respectively subject to the burden of the covenants and restriction as to user specified in the Second Schedule the benefit of which is intended to be annexed to each of the said Lots as is specified in this Second Schedule as a Relative Dominant Tenement in relation thereto.

Servient Tenement
D.P. 67359 except where indicated

- Lot 2
- Lot 3
- Lot 4
- Lot 5
- Lot 6
- Lot 9

Relative Dominant
Tenement D.P. 67359
except where indicated

- SL* Lots 3, 4, 5, 6, 9, 12 and 13 *and the said land*
- SL* Lots 2, 4, 5, 6, 9, 12 and 13 *and the said land*
- SL* Lots 2, 3, 5, 6, 9, 12 and 13 *and the said land*
- SL* Lots 2, 3, 4, 6, 9, 12 and 13 *and the said land*
- SL* Lots 2, 3, 4, 5, 9, 12 and 13 *and the said land*
- SL* Lots 2, 3, 4, 5, 6, 12 and 13



Lot 12
Lot 13

[Handwritten marks]

Lots 2, 3, 4, 5, 6, 9 and 13
and the said land
Lots 2, 3, 4, 5, 6, 9 and 12
and the said land

DATED this *20th* day of *March* 19*90*

SIGNED by the said
BRIAN ROBERT SCHNELL *B R Schnell*

in the presence of:
[Signature]
Solicitor
Palmerston North

SIGNED by the said
DENNIS SYDNEY SCHNELL *D. Schnell*

in the presence of:
[Signature]
Solicitor
Palmerston North

SIGNED by the said
RITA PHYLLIS SCHNELL *R P Schnell*

in the presence of:
[Signature]
Solicitor
Palmerston North

SIGNED by the said
NOELINE ROSE REID in *J R Reid*

the presence of:
[Signature]
Solicitor
Palmerston North

SIGNED by the said
DENNIS SYDNEY SCHNELL
as second registered *D. Schnell*

proprietor in the presence

of:
[Signature]
Solicitor
Palmerston North

SIGNED by the said
BRIAN ROBERT SCHMELL
as second registered
proprietor in the presence

B R Schmell.

of:

[Signature]
[Signature]
Palmerston North

In Consideration of

(the receipt of which sum is hereby acknowledged)

Do hereby Transfer to the said

all

estate and interest in the

said land above described

In witness whereof these presents have been executed this
of 19

day

Signed by the above named

in the presence of:—

**REGISTERED IN
DUPLICATE**

No.

TRANSFEE OF

Correct for the purposes of the Land

SOLICITOR FOR THE TRANSFEROR

I hereby certify that this transaction does not contravene the provisions of Part 11A of the Land Settlements, Promotion and Land Acquisition Act 1952.

SOLICITOR FOR THE TRANSFEREE

I hereby certify that for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

..... Transferor

..... Transferee

Particulars entered in the Register as shown herein on the date and at the time endorsed below.

.....
Assistant / District Land Registrar

.....
of the District of

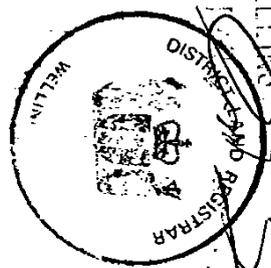
SOLICITOR FOR THE TRANSFEREE

The Easements created herein are subject to Section 309(1)(a) Local Government Act 1974.

358/87
336/707

PARTICULARS REFERRED TO REGISTERED
LAND REGISTRY WELLINGTON
ASST. LAND REGISTRAR

1.46 23 MAY 80 B 033686 3



Solicitors for the Transferee

