

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

T 518864.1 TRANSFER
CPY-01/02, PGS-007, 16/04/02, 16:00



DocID: 210519340

Land Registration District

Nelson

Certificate of Title No.

All or Part?

Area and legal description – Insert only when part or Stratum, CT

13980

All

13981

All

13982

All

(continued on Page 2 Annexure Schedule)

Transferor Surnames must be underlined

MARKET DEVELOPMENTS LIMITED

Transferee Surnames must be underlined

MARKET DEVELOPMENTS LIMITED

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 land covenants

(continued on Page 2 Annexure Schedule)

Consideration

\$1.00

Operative Clause

The TRANSFEROR for the above consideration (receipt of which is acknowledged) 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 3rd day of April 2002

Attestation

M Sherlaw

Signature or common seal of Transferor

~~Executed in my presence~~

~~Signed in my presence~~ by the Transferor by MARK SHERLAW
Signature of Witness Director

~~Witness to complete in BLOCK letters~~
(unless typewritten or legibly stamped)

~~Witness name~~

~~Occupation~~

~~Address~~

ROGER RAYNER
LAW CLERK
NELSON

Certified correct for the purposes of the Land Transfer Act 1952

Solicitor for the Transferee

TRANSFER

Land Transfer Act 1952

Annexure Schedule

Insert below

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

Transfer

Dated 3 April 2002

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Continuation of "Certificate of Title No."

Certificate of Title No.	All or Part?
13984	All
13986	All
13987	All
13988	All
13989	All
13990	All
13991	All
13992	All
13993	All
13994	All
13995	All

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

The Transferor when registered proprietor of the land formerly contained in Certificate of Title 12793 subdivided the land into residential lots in the manner shown and defined on Deposited Plan 303491 **AND WHEREAS** it is the intention of the Transferor to create for the benefit of the land in the Certificates of Title set out in Schedule C (hereinafter referred to as the 'Dominant Lots') the land covenants set out in Schedule A over the land in the Certificates of title set out in Schedule B hereto (hereinafter referred to as the 'Servient Lots') **TO THE INTENT** that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule A hereto and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lots

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the respective Dominant Lots the Transferee **DOTH HEREBY COVENANT AND AGREE** with the Transferor in the manner set out in the Schedule A hereto so that the covenants run with the Servient Lots for the benefit of the respective Dominant Lots

(continued on Page 3 Annexure Schedule)

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

Transfer

Dated 3 April 2002

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

SCHEDULE A

The registered proprietor or proprietors for the time being of the Lots described in Schedule B hereto shall not at any time hereafter:

A. subdivide any Lot. For the purposes of this clause "subdivide" shall have the same meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991;

B. erect or permit to be erected upon any of the said Lots:

- (i) any more than one dwelling and associated outbuildings;
- (ii) a dwelling with an internal floor area of less than 110 square metres, excluding any garaging or outbuildings;
- (iii) any dwelling, building or other structure with an external wall cladding:
 - (1) of "Hardiplank" or other cladding of similar composition or construction the area of which exceeds 30% of the total area of the external walls of the dwelling, building or other structure on each occasion as the case may be, or
 - (2) of corrugated iron, Colorsteel or other metallic claddingand whether or not the claddings described in (1) and (2) above shall be unpainted or painted and/or coated during or subsequent to manufacture;
- (iv) any dwelling building or other structure with a roof cladding of corrugated iron whether unpainted or painted **PROVIDED THAT** Decrabond and Colorsteel products or products of similar nature painted or coated in the manufacturing process shall not be in breach of this restriction;

(continued on Page 4 Annexure Schedule)

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Annexure Schedule

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

- (v) any dwelling building or structure of an "A" frame style or construction;
 - (vi) any pre-used dwelling building or structure;
 - (vii) any dwelling which shall have been wholly or substantially constructed or pre-fabricated on a site other than the lot and relocated to the lot. For the purposes of this clause a kitset dwelling shall be a dwelling prefabricated on a site other than the lot.
 - (viii) any outbuildings other than buildings of a style and quality similar to the dwelling erected or to be erected on that lot;
 - (ix) in respect of Lots 3, 4, 5, 6, 32, 35, 36 and 44 only, any structure including dwellings buildings masts and aerials exceeding a height of 5.5 metres above the mean ground level of the lot;
 - (x) any boundary fence encompassing the front yard of the lot including any road boundary fence exceeding a height of 1.2m above ground level;
 - (xi) any boundary fence constructed of used or second-hand materials.
- C. in respect of Lots 3, 4, 5, 6, 32, 35, 36 and 44 only, grow or permit to grow on any of the said Lots any tree exceeding 5.5 metres above the mean ground level of the Lot.
- D. Use nor permit the use of the property for other than private residential purposes to the intent that such property shall not be used for institutional residential purposes or as a hostel, lodge or boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or local government agencies or public or private health sector agencies.

AND it is hereby covenanted and agreed between the Transferor and the Transferee that:

(continued on Page 5 Annexure Schedule)

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Annexure Schedule

Insert below

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

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

- (a) the Transferor shall not be liable because of any action that it may take or fail to take or for any default in any building erected on the land or at all as a result of the restrictions or otherwise set out herein and the registered proprietors for the time being of the servient and dominant tenements shall indemnify and keep indemnified the Transferor its successor and assigns from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this transfer.
- (b) all differences and disputes which may arise between the parties or any of them touching or concerning any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the constructions of these presents shall be referred to Arbitration in accordance with the Arbitration Act 1996 or any re-enactment thereof for the time being in force.

SCHEDULE B

Servient Lots on
Deposited Plan 303491

3	13980
4	13981
5	13982
6	13983
27	13984
29	13986
30	13987

SCHEDULE C

Dominant Lots on
Deposited Plan 303491

4-6, 27, 29-37, 44	13981-13984, 13986-13995
3, 5, 6, 27, 29-37, 44	13980, 13982-13984, 13986-13995
3, 4, 6, 27, 29-37, 44	13980, 13981, 13983, 13984, 13986-13995
3-5, 27, 29-37, 44	13980-13982, 13984, 13986-13995
3-6, 29-37, 44	13980-13983, 13986-13995
3-6, 27, 30-37, 44	13980-13984, 13987-13995
3-6, 27, 29, 31-37, 44	13980-13984, 13986, 13988-13995

(continued on Page 6 Annexure Schedule)

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

Servient Lots on Deposited Plan 303491	Title Ref	Dominant Lots on Deposited Plan 303491	Title Ref
31	13988	3-6, 27, 29, 30, 32-37, 44	13980-13984, 13986- 13987, 13989-13995
32	13989	3-6, 27, 29-31, 33-37, 44	13980-13984, 13986- 13988, 13990-13995
33	13990	3-6, 27, 29-32, 34-37, 44	13980-13984, 13986- 13989, 13991-13995
34	13991	3-6, 27, 29-33, 35-37, 44	13980-13984, 13986- 13990, 13992-13995
35	13992	3-6, 27, 29-34, 36, 37, 44	13980-13984, 13986- 13991, 13993-13995
36	13993	3-6, 27, 29-35, 37, 44	13980-13984, 13986- 13992, 13994, 13995
37	13994	3-6, 27, 29-36, 44	13980-13984, 13986- 13993, 13995
44	13995	3-6, 27, 29-37	13980-13984, 13986- 13994

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