CONSENT NOTICE UNDER SECTION 221 OF THE **RESOURCE MANAGEMENT ACT 1991**

TASMAN DISTRICT COUNCIL being the Territorial Authority within whose district the land described in the Schedule hereto is situate HEREBY GIVES NOTICE pursuant to Section 221 of the Resource Management Act 1991 that the Council's Consent No RM020816 in respect of Land Transfer Plan No 335065 was granted subject to the following conditions to be complied with on a continuing basis in respect of Lots 6-12 on the Plan:

The foundations of any residential dwelling constructed on each of the Lots shall be designed and certified by a suitably qualified engineer having regard to the sub 100 kPa bearing values identified in the report by Page & Associates Limited dated 12 July 2004.

DATED at Richmond this 13^{sd} day of July

Authorised Officer

Tasman District Council

R. D. Shirley Authorised Office COUNCIL

SCHEDULE

CONO 6102121.5 Consen

All the land comprised in Titles 143610 to 143616.



CONSENT NOTICE UNDER SECTION 221 OF THE RESOURCE MANAGEMENT ACT 1991

TASMAN DISTRICT COUNCIL being the Territorial Authority within whose district the land described in the Schedule hereto is situate <u>HEREBY GIVES NOTICE</u> pursuant to Section 221 of the Resource Management Act 1991 that the Council's Consent No RM020816 in respect of Land Transfer Plan No 335065 being a subdivision of part of the said land was granted subject to the following condition to be complied with on a continuing basis in respect of Lots 1-3, 8, 13 and 14 on the Plan:

"Vehicle access to and from Lots 1, 2 and 3 shall be obtained from Fenn Place and to and from Lots 8, 13 and 14 shall be obtained from McCrae Street to the intent that vehicle access to and from those allotments to Pitfure Road is prohibited."

DATED at Richmond this 60 day of June 2004

Authorised Officer

Tasman District Council

CONO 6102121.4 Consen

Cpy - 01/01, Pgs - 001, 18/08/04, 11:25

SCHEDULE

All the land comprised in Certificates of Title Nos 143605, 143606, 143607, 143612, 143617, and 143618.





View Instrument Details

Instrument Type	Transfer
Instrument No	7547635.1
Status	Registered

Date & Time Lodged 19 October 2007 11:22 Lodged By McEldowney, Alison

Affected Computer Registers Land District

143612 Nelson

Transferors

Michael John Hodgkinson Simon Mark Vincent

Transferees

Colin Harry Lawrence and Dorothy Anne Lawrence

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument.

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with \overline{V} or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Timothy Baskiville Harley as Transferor Representative on 04/10/2007 03:52 PM

Transferee Certifications

I certify that I have the authority to act for the Transferee and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with \overline{V} or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by David Julian Clark as Transferee Representative on 17/10/2007 12:03 PM

Client Reference: Quickmap
© Copyright: Land Information New Zealand





View Instrument Details

*** End of Report ***

Client Reference: Quickmap © Copyright: Land Information New Zealand

Transfer instrument

Section 90, Land Transfer Act 1952

2003/1032EF Approved Registrar-General of Land

T 6164055.1 Transfer Land registration district Nelson Unique identifier(s) All / Part Area / description of part or stratu or C/T(s) 143619 ΑII Transferor Surname(s) must be underlined or in CAPITALS Michael John HODGKINSON and Simon Mark VINCENT Surname(s) must be underlined or in CAPITALS Transferee Michael John HODGKINSON and Simon Mark VINCENT Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created State if fencing coverant imposed Fee simple subject to land covenants (continued on Page 2 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(s) a prendre is described above, that easement or profit(s) a prendre is granted or created. DATED this 1/1 2004 umber If the transferce or grantee is to execute this transfer, include the attestation in an Annexure Schedule Attestation Signed in my presence by the Transferor Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name: CHARLES JOHN HARLEY SOLICITOR Occupation: NELSON Address: Signature (Common Seel) of Transferor Certified correct for the purposes of the Land Transfer Act 1952

2003/5038EF
Approved
Registrar-General of Land

*Transfer

Dated 27-9-2004

Page 2 of 4 pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

CONTINUATION OF "ESTATE OR INTEREST TO BE TRANSFERRED"

The Transferor when registered proprietors of the land formerly contained in Titles NL13A/100 and NL35/79 subdivided the land into residential lots in the manner shown and defined in Deposited Plan 335065 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 Certificate of Title set out in Schedule B hereto (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 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

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 DOTH HEREBY COVENANT AND AGREE with the Transferor in the manner set out in Schedule A hereto so that the said covenants shall run with the Servient Lot for the benefit of the Dominant Lots

SCHEDULE A

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

- A. subdivide the 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 the Lot:
 - (i) any more than one single storey dwelling and associated outbuildings individually designed;
 - (ii) any dwelling (including internal garaging) with an internal floor area of less than 180 square metres;
 - (iii) any outbuilding (including external garaging) other than of a style and quality similar to the dwelling erected or to be erected on the lot;
 - any dwelling, building or other structure with an external wall cladding other than of brick stone split block stucco natural timber texture coated concrete panel lightweight plastered wall panels Hardies Linea board or products of a similar nature;
 - any dwelling or outbuilding clad in board and batten or plywood and batten;
 - (vi) any building with metal roofing except where this has been treated with a factory applied coating finished in a non-reflective muted colour as part of the manufacturing process;
 - (vii) any dwelling building or structure of an "A" frame style of construction;
 - (viii) any dwelling or structure incorporating an understructure that is not fully enclosed by cladding in keeping with the cladding of the dwelling;
 - any dwelling which shall have been wholly or substantially constructed or prefabricated 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;
 - (x) any boundary fence:

(continued on Page 3 Annexure Schedule)

2003/5038EF
Approved
Registrar-General of Land

*Transfer

Dated 27-9-2004

Page 3 of 4 pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

CONTINUATION OF "ESTATE OR INTEREST TO BE TRANSFERRED"

- (a) affecting the front yard of the lot to a depth of 4 metres from the road boundary (including any fence fronting the road boundary) exceeding 1.8 metres above ground level
- (b) constructed of used or second hand materials.
- (xi) any dwelling or other building outside the building envelope specified in the Tasman District Council District Plan notwithstanding that the Tasman District Council may have granted dispensation from strict adherence to the building envelope;
- (xii) any dwelling or structure that does not comply with the concept in the Tasman District Council building code current at the date hereof known as "daylight controls over". The concept known as "daylight controls around" shall not be permitted;
- (xiii) any dwelling or other structure (including eaves) closer than 1 metre to any side or rear boundary;
- (xiv) any building or other structure closer than 4 metres to the road boundary;
- (xv) any dwelling that shall not be fully clad and roofed within 6 calendar months of the foundations being laid on the Lot;
- C. park or permit to be parked in the front yard of the Lot any trailer boat caravan or any vehicle of any kind other than private cars owned by the registered proprietor and his her or their guests.
- D. erect or permit to be erected on the Lot any structure including dwellings buildings masts and aerials exceeding 5.5 metres in height above the mean ground level or grow or permit to grow on any of those allotments any tree exceeding 5.5 metres in height above the mean ground level.
- E. use or permit the use of the lot for other than private residential purposes to the intent that such lot shall not be used for institutional residential purposes or as a hotel lodge or boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the lot for housing purposes by central or local government agencies or public or private health sector agencies or public or private retirement care providers.
- F. use the lot or permit the lot to be used for any trading or commercial purpose or erect or place or permit to be erected or placed on the Lot any advertisement sign or hoarding of a commercial nature.
- G. allow the lot to become unkempt by reason of excessive growth of grass or otherwise and will at all times maintain the lot in a neat and tidy state.
- erect or place on the lot any motor home caravan garage or shed and allow the same to be used for temporary or permanent residential use provided however that nothing herein shall preclude the placing of a builder's shed or sheds on the lot during the construction period of a dwelling or other structure.

(continued on Page 4 Annexure Schedule)

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.

may /

2003/503BEF Approved Registrar-General of Land

*Transfer

Dated 27-9-2004

Page 4 of 4 pages

Insert type of instrument.

Continue in additional Annexure Schedule if required.

CONTINUATION OF "ESTATE OR INTEREST TO BE TRANSFERRED"

allow the exterior of the dwelling building or other structure visible to the public to remain in an unfinished stage for more than six months from commencement of the erection of such dwelling building or other structure. All drives and pathways visible to the public shall be fully constructed in a permanent dust-free surface such as concrete decorative stones cobblestone interlocking paving and/or bitumen sealing. Such work will be completed in a proper tradesman-like manner within 18 months of the commencement of the construction of the dwelling.

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

- (a) if the Transferee or any subsequent servient lot owner shall be in breach of any of these conditions he or she will on request from the Transferor or any subsequent dominant lot owner (any and all of whom are included in the expression "the Enforcer" in this clause) immediately and permanently desist from and remedy such breach at his or her cost. The Transferee or any subsequent servient lot owner shall also pay to the Enforcer:
 - the Enforcer's costs fees and charges incurred in respect of ensuring compliance with these restrictive covenants including any costs fees and charges incurred in dealing with any claims against the Transferor by third parties arising from such breach plus a 50% liquidated damages surcharge; and
 - the costs fees and charges of any other person entitled to enforce the remedies.
- (b) the Transferor shall not be liable because of any action that they 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 their successors and assigns from any costs claims suits demands or liabilities or otherwise however arising out of or under or by virtue of this transfer.
- 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 construction of these presents shall be referred to Arbitration in accordance with the Arbitration Act 1996 or any re-enactment thereof for the time being

SCHEDULE B

SCHEDULE C

Servient Lot on

Title Reference

Dominant Lots on

Title Reference

Deposited Plan 335065

Deposited Plan 335065

15

143619

1 to 14 inclusive

143605-143618

inclusive

To: The Registrar-General of Land

Please register the within covenants against the titles to the Dominant Tenements

Glasgow Harley Per: /

78,00 \$78.00 \$78.00 \$78.00 GST INCLUSIVE \$78.00 CHEBUE 燮 RF-SUBMISSION & PRIORITY FEE Total for this dealing Subtotal (for this page) Cash/Cheque enclosed for A 0R8129 T 6164055.1 Transfer Cpv - 02/03/Pg-02/03/19:32 (inc. ariginal) 뚱 Copies CTHFR Less Fees paid on Dealing # 111 NEW TITLES 2 8 SEP 2004 المُ RECEIVE ADVERTISSNG Dealing / SUD Number: (LINZ Use only) Phortry Barcode/Date Stamp (LINZ use only) Plan Number Pre-Allocated or to be Deposited: Rejected Dealing Number. 97 Tg/ SECILON \$28 MULTITUE FEES Annotations (LINZ use only) Traverse Sheets (#) Other (state) 50.00 14 Survey Plan (#) Field Notes (#) Catc Shcets (#) Sirvey Report Trie Plan (#) HEREW TH DOCUMENT OR SURVEY FEES Original Signatures? Hodgkinson & Vincent to Vincent & Hodgkinson Names of Parties DX WC70010, NELSON GLASGOW HARLEY 27134/8 RJR Fype of Instrument Land Information New Zealand Lodgement Form GST Registered Number 17-022-855 Fees Receipt and Tax Invoice LINZ Form P005 143605-143618 LODGING FIRM: Client Code / Ref. Address ASSOCIATED FIRM. Landonline User ID: Uplifting Box Number: 143619 Priority Order \sim 4 3 S 9

Version 1.7: 28 May 2004

LINZ Form P005 - PDF

Transfer instrument Section 90, Land Transfer Act 1952

2003/1032EF Approved Registrar-General of Land

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143605 to 143618	All		
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Michael John HODGi	KINSON and Sim	on Mark VINCENT	
ransferee			Surname(s) must be <u>underlined</u> or in CAPITALS
Michael John HODGI	(INSON and Sim	on Mark VINCENT	
state or interest to be to		sement(s) or <i>profit(s) à prendre</i> to	be created
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			(continued on Page 2 Annexure Schedule)
Operative Clause			
			e land in the above certificate(s) of title or computer asement or profit(s) à prendre is granted or created.
DATED this 13th day	of August 2004		
Attestation #	the transferee or or	rantee is to execute this transfer, incl	lude the attestation in an Annexure Schedule
		·	sence by the Transferor and Transfere
m) Hough	man		Rankey
M J Hodgkinso	n	Signature of Witne	
/m/	A-	Witness to complete in Witness name:	BLOCK letters (unless legibly printed)
S M Vincent	/	Occupation:	Charles John Harley Solictor
3 A Vincenc		Address:	NELSON
Signature (Chito)(vol.) of Transferor	exank		
Certified correct for the	purposes of the La	and Transfer Act 1952	70,
			Carlels

[Solicitor for] the Transferee

2003/5038EF Approved Registrar-General of Land

*	Fran	isfei

'A''

Dated ____August 2004

Page 2 of 4 pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

CONTINUATION OF "ESTATE OR INTEREST TO BE TRANSFERRED"

The Transferor when registered proprietors of the land formerly contained in Titles NL13A/100 and NL35/79 subdivided the land into residential lots in the manner shown and defined in Deposited Plan 335065 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 Schedule A hereto so that the said covenants shall run with the Servient Lots for the benefit of the Dominant Lots

SCHEDULE A

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

- A. subdivide any of the Lots. 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 Lots:
 - (i) any more than one single storey dwelling and associated outbuildings individually designed;
 - (ii) any dwelling (including internal garaging) with an internal floor area of less than 180 square metres;
 - (iii) any outbuilding (including external garaging) other than of a style and quality similar to the dwelling erected or to be erected on the lot;
 - (iv) any dwelling, building or other structure with an external wall cladding other than of brick stone split block stucco natural timber texture coated concrete panel lightweight plastered wall panels Hardies Linea board or products of a similar nature;
 - (v) any dwelling or outbuilding clad in board and batten or plywood and batten;
 - (vi) any building with metal roofing except where this has been treated with a factory applied coating finished in a non-reflective muted colour as part of the manufacturing process;
 - (vii) any dwelling building or structure of an "A" frame style of construction;
 - (viii) any dwelling or structure incorporating an understructure that is not fully enclosed by cladding in keeping with the cladding of the dwelling;
 - (ix) any dwelling which shall have been wholly or substantially constructed or prefabricated 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;
 - (x) any boundary fence:

(continued on Page 3 Annexure Schedule)

2003/5038EF Approved Registrar-General of Land

47	Гга	nste	,
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Dated ____August 2004

Page 3 of 4 pages

Insert type of in	strument.	Continue in additional Annexure Schedule if required.
CONTINUATIO	N OF "ES	STATE OR INTEREST TO BE TRANSFERRED!"
	(a)	affecting the front yard of the lot to a depth of 4 metres from the road boundary (including any fence fronting the road boundary) exceeding 1.8 metres above ground level PROVIDED THAT in respect of Lots 1, 2, 3, 8, 13 and 14 this provision shall not apply to any fence erected on the boundary fronting Pitfure Road;
	(b)	constructed of used or second hand materials.
(xi)	DISTRICT	relling or other building outside the building envelope specified in the Tasman District Council Plan notwithstanding that the Tasman District Council may have granted dispensation from dherence to the building envelope;
(xii)	code c	relling or structure that does not comply with the concept in the Tasman District Council building urrent at the date hereof known as "daylight controls over". The concept known as "daylight s around" shall not be permitted;
(xiii)	any dw	elling or other structure (including eaves) closer than 1 metre to any side or rear boundary;
(xiv)	any bui	ilding or other structure closer than 4 metres to the road boundary PROVIDED THAT in respect 1, 2, 3, 8, 13 and 14 this provision shall not apply to any fence erected on the boundary fronting
(xv)	any dw laid on	elling that shall not be fully clad and roofed within 6 calendar months of the foundations being the Lot;
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excee	n c.c giiiu	be erected on any Lot any structure including dwelfings buildings masts and aerials netres in height above the mean ground level or grow or permit to grow on any of those ree exceeding 5.5 metres in height above the mean ground level.
E. use or used f	permit the	e use of the lot for other than private residential purposes to the intent that such lot shall not be

government agencies or public or private health sector agencies or public or private retirement care providers.

F. use the lot or permit the lot to be used for any trading or commercial purpose or erect or place or permit to be erected or placed on the Lot any advertisement sign or hoarding of a commercial nature.

used for institutional residential purposes or as a hotel lodge or boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the lot for housing purposes by central or local

G. allow the lot to become unkempt by reason of excessive growth of grass or otherwise and will at all times maintain the lot in a neat and tidy state.

H erect or place on the lot any motor home caravan garage or shed and allow the same to be used for temporary or permanent residential use provided however that nothing herein shall preclude the placing of a builder's shed or sheds on the lot during the construction period of a dwelling or other structure.

(continued on Page 4 Annexure Schedule)

2003/5038EF
Approved
Registrar-General of Land

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Dated ____August 2004

Page 4 of 4 pages

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Continue in additional Annexure Schedule if required.

CONTINUATION OF "ESTATE OR INTEREST TO BE TRANSFERRED"

I. allow the exterior of the dwelling building or other structure visible to the public to remain in an unfinished stage for more than six months from commencement of the erection of such dwelling building or other structure. All drives and pathways visible to the public shall be fully constructed in a permanent dust-free surface such as concrete decorative stones cobblestone interlocking paving and/or bitumen sealing. Such work will be completed in a proper tradesman-like manner within 18 months of the commencement of the construction of the dwelling.

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

- (a) if the Transferee or any subsequent servient lot owner shall be in breach of any of these conditions he or she will on request from the Transferor or any subsequent dominant lot owner (any and all of whom are included in the expression "the Enforcer" in this clause) immediately and permanently desist from and remedy such breach at his or her cost. The Transferee or any subsequent servient lot owner shall also pay to the Enforcer:
 - (i) the Enforcer's costs fees and charges incurred in respect of ensuring compliance with these restrictive covenants including any costs fees and charges incurred in dealing with any claims against the Transferor by third parties arising from such breach plus a 50% liquidated damages surcharge; and
 - the costs fees and charges of any other person entitled to enforce the remedies.
- (b) the Transferor shall not be liable because of any action that they 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 their successors and assigns from any costs claims suits demands or liabilities or otherwise however arising out of or under or by virtue of this transfer.
- (c) 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 construction 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

SCHEDULE C

Servient Lots on

Title Reference

Dominant Lots on

Title Reference

Deposited Plan 335065

Deposited Plan 335065

1 to 14 inclusive

143605 to 143618

1 to 14 inclusive

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Version 1.7: 28 May 2004

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