

MEMORANDUM OF TRANSFER

WHEREAS EDWIN NEWTON LAMMAS of Richmond, Real Estate Agent and
CECILY RAYMER LAMMAS his wife

(hereinafter called the Transferor) ^{are} ~~being~~ registered as proprietor

of an estate in fee simple

NEW ZEALAND STAMP DUTY CH2
 11 DEC 92 10:10 AM 1000 1000 1000 1000

subject however to such encumbrances liens and interests as are notified by memoranda under-

written or endorsed hereon in those pieces of land situated in the Land District of

Nelson

containing FIRST 614 square metres

more or less being Lot 3 Deposited Plan 15591 comprised in Certificate of Title No. 10A/943

SECONDLY 595 square metres being Lot 4 Deposited Plan 15591 comprised in Certificate of Title No. 10A/944

THIRDLY 513 square metres being Lot 5 Deposited Plan 15591 comprised in Certificate of Title No. 10A/945

FOURTHLY 504 square metres being Lot 6 Deposited Plan 15591 comprised in Certificate of Title No. 10A/946

FIFTHLY 660 square metres being Lot 7 Deposited Plan 15591 comprised in Certificate of Title No. 10A/947

SIXTHLY 738 square metres being Lot 8 Deposited Plan 15591 comprised in Certificate of Title No. 10A/948

ALL SUBJECT TO Fencing Covenant in 300318.1 (hereinafter called "the said Lots")

AND WHEREAS it is the Transferors' intention to create the Restrictive Covenant hereinafter set forth and the said Lots shall be subject to the said Restrictive Covenant and the respective owner or occupier for the time being of each of the Lots shall be bound by the Restrictive Covenant and may be able to enforce the observance of such covenant

AND WHEREAS Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey to himself

AND WHEREAS Section 66A of the said Act provides that a covenant for the purposes of or incidental to any conveyance of property made by a registered proprietor with himself shall be as valid as if made with another.

~~In consideration of the sum of \$x~~

~~paid to the Transferor by x~~

~~the Transferor hereby acknowledges the~~
~~Transfer of HERBY TRANSFERS to the Transferee all the estate and interest of the~~
~~Transferor in the land described~~

AND WHEREAS the Transferor is desirous of conveying the said Lots to the said EDWIN NEWTON LAMMAS and CECILY RAYMER LAMMAS (hereinafter called "the Transferee") for the consideration hereinafter appearing and the Transferee are desirous for accepting such conveyance and to entering into the covenant on the part of the Transferee hereinafter contained

NOW THEREFORE in pursuance of the said Agreement and IN CONSIDERATION of the sum of TEN CENTS (.10c) paid by the Transferee to the Transferor (the receipt of which sum is hereby acknowledged) the Transferor DO HEREBY TRANSFER unto the Transferee all their estate and interest in the said Lots

AND as incidental to and for the purposes of the said transfer so as to bind the said Lots and for the benefit of all the said Lots the Transferee DO HEREBY COVENANT AND AGREE with Transferor in the manner set out in Schedule A hereto so that the said covenants shall run with each of the said Lots shown as servient Lots in Schedule B hereto for the benefit in perpetuity of each of the said Lots shown as dominant Lots in Schedule C hereto.

SCHEDULE A

The registered proprietors of the said Lots described in Schedule B hereto will not allow to be erected on any of the said Lots:

1. more than one household dwelling unit;
2. a dwelling with roof constructed of either;
 - i. corrugated iron (other than Coloursteel) whether painted or unpainted after manufacture;
 - ii. any other unpainted or uncoated materials. It is confirmed that both ceramic tiles and decramastic or coloursteel products pre-finished in their manufacturing process shall not be in breach of these restrictions;
3. any dwelling constructed of used materials.

SCHEDULE B

Servient Lots on DP 15591

3
4
5
6
7
8

SCHEDULE C

Dominant Lots on DP 15591

4 5 6 7 8
3 5 6 7 8
3 4 6 7 8
3 4 5 7 8
3 4 5 6 8
3 4 5 6 7

In witness whereof these presents have been executed this 8th day of May 19 92

Signed by the above-named
EDWIN NEWTON LAMMAS and
CECILY RAYMER LAMMAS as
Transferor and Transferee

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)
)
)
)
)

Edwin
C. R. Lamm

in the presence of

Raymer
Clerk to Fella Barclay
Nelson

E.N. & C.R. Lammas Transferor

Susan Ritchie

Solicitor for the Transferee.

I certify that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply to the within transaction.

E.N. & C.R. Lammas Transferee

Susan Ritchie

Solicitor for the Transferee.

TRANSFER

I hereby certify, 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.

Solicitor for the Transferee

The District Land Registrar
Nelson

Please note the restrictive covenant herein set forth on the titles to the land herein described

Susan Ritchie
Solicitor for the Transferee

I hereby certify, 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.

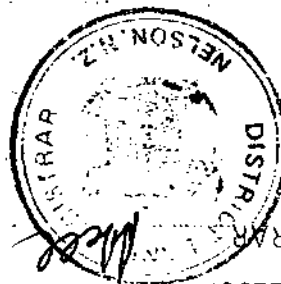
Solicitor for the Transferee

Particulars entered in the Register as shown in the Schedule of Land herein on the date and at the time stamped below.

Assistant Land Registrar
District of the District of

Ab 10142

FELL & HARLEY
SOLICITORS
NELSON



10.42 12MAY92 317226
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NELSON
ASST LAND REGISTRAR