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Document, Interest, Instrument: 5718525.11

Property: 165 Totara View Road, Wakefield, Tasman District

Legal Description: Lot 12 Deposited Plan 322876

CoreLogic Reference: 3255294/4

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Transfer instrument
Section 90, Land Transfer Act 1952

T 5718525.11 Transfer

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Land registration district

Nelson

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

91634 to 91644
(both inclusive)

All

Schedule A "the Servient Lots"

Transferor

Surname(s) must be underlined.

Kevin William Martin, Phillip Craig Martin, Richard Douglas Martin and Dennis Edward Creed

Transferee

Surname(s) must be underlined.

Kevin William Martin, Phillip Craig Martin, Richard Douglas Martin and Dennis Edward Creed

Estate or interest to be transferred, or easement(s) or *profit(s) à prendre* to be created
State if fencing covenant imposed.

Refer 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 à prendre* is described above, that easement or *profit à prendre* is granted or created.

Dated this

the day of

August

20 03

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

	Signed in my presence by the Transferor and Transferee	
	Signature of witness	
	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name <u>Alain Swain</u>	
Signature [common seal] of Transferor	Occupation <u>Legal Executive</u>	
	Address <u>120 Church St.</u>	

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Transferee

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WHEREAS it is the Transferor's intention to create with reference to the allotments as set out in Schedule A hereto the Restrictive Covenants as set out in Schedule B hereto and the allotments as set out in Schedule A shall be subject to the covenants and restrictions as set out in Schedule B and the owner or occupier for the time being of each of the Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto

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

AND WHEREAS Section 66A of the Property Law Act 1952 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

AND WHEREAS the Transferee are desirous of accepting such conveyance and of entering into the covenants on the part of the Transferee hereinafter contained

AND WHEREAS the Transferee acknowledges and agrees with the Transferor that the Transferor's property is part of a development, which is intended to establish a well designed rural residential subdivision at 88 Valley, Nelson, it is acknowledged that supervision and control be exercised by the Transferor for the protection of the rural environment and in the interest of the Transferee and their successors in title of the lots in the subdivision in relation to the nature and type of construction to be erected in the subdivision and in recognition of these objectives it is acknowledged by the Transferee that certain restrictive covenants are to be registered against the titles to all the of the land in Schedule A.

NOW THEREFORE in pursuance of the said agreement **AND IN CONSIDERATION** of the sum of **TEN CENTS** (\$0.10) paid by the Transferee to the Transferor (the receipt of which sum is hereby acknowledged) the Transferor **DOTH HEREBY TRANSFER** unto the Transferee all its estate and interest in the land described in Schedule A hereto **AND** as incidental to and for the purposes of the said Transfer so as to bind the land described in Schedule A hereto and for the benefit of all the land described in Schedule C hereto the Transferee **DOTH HEREBY COVENANT AND AGREE** with the Transferor in the manner set out in Schedule B hereto so that each of the Restrictive Covenants shall run with each of the Lots set out in Schedule A for the benefit of each of the Lots described in Schedule C hereto

SCHEDULE B

1. The Transferee shall not:

- a. For a period of 21 years from the date of this transfer erect or permit to be erected upon the land described in Schedule A herein:
 - i. Any dwelling, building or other structure with an external wall cladding:
 - a. of Hardie weatherboards smooth type or similar smooth product or any plank wider than 180mm, or

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- b. of corrugated iron, Coloursteel or other metallic cladding;

where the total area of external cladding comprising such material exceeds 40% of the total area of external cladding, and whether or not the claddings described in (i) or (ii) above shall be unpainted or painted and/or coated during or subsequent to manufacture.

- ii. Any dwelling, building or other structure with a roof cladding of corrugated iron whether unpainted or painted provided that Decramastic and Coloursteel products or products of similar construction precoated in the manufacturing process shall not be in breach of this restriction.
- iii. Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.
- iv. Any principal dwelling which does not cover, or is not built over the Building Site Peg.
- v. More than one permanent dwelling **PROVIDED THAT** a second dwelling for dependent relatives shall be permitted subject to the consent of the prevailing local authority.
- vi. Any buildings other than those the exterior of which is finished in recessive colours (including white) which are sympathetic to the nature of a high quality rural residential environment.
- vii. Any buildings of "A" frame construction.
- viii. Any building other than over the Building Site Peg provided however an out building erected in accordance with clause 4 below shall not be in contravention of this clause.

2. The Transferee shall not:

- a. Permit any temporary accommodation to be erected or used for a period of longer than 6 months and only during the period of construction of any dwelling.
- b. Permit any building exterior to remain unfinished after a period of 12 months which period commences on the date the foundations are first laid.
- c. Stop substantial and continuous construction work on any building once commenced for any period longer than three months.

3. The Transferee shall not erect any building or structure which exceeds the Maximum Building Heights specified in the Table below.



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Lot Number	Maximum Building Heights above the top of the Building Site Peg
Lot 2	7.5 metres
Lot 3	6.5 metres
Lot 4	7.5 metres
Lot 5	6.5 metres
Lot 6	6.5 metres
Lot 7	6 metres
Lot 8	6.5 metres
Lot 9	7.5 metres
Lot 10	7.5 metres
Lot 11	6.5 metres
Lot 12	6.5 metres

The Building Site Peg shall be in the position designated by the Developer (being the Transferor named herein)

4. The Transferee shall be permitted to erect an out building for storage or garaging purposes ("out building") provided such building does not exceed the maximum height set out in Clause 3 above.
5. The Transferee shall not subdivide the land described in Schedule A herein for a period of seven years the period of such a restriction commencing on the date of registration of the transfer of any allotment described in Schedule A from the Transferor to any Transferee other than the Transferor.
6. The Transferee shall not use or permit the use of the land described in Schedule A 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 government agencies or public or private health sector agencies.
7. The Transferee shall not use the land described in Schedule A For any industrial or commercial purpose but excluding "home occupations" allowed in the District Plan.
8. The Transferee shall not use the land described in Schedule A nor permit such land to be used for intensive livestock farming which shall include but not be limited to the keeping of poultry or pigs for commercial purposes. For the purposes of this covenant "intensive livestock farming" shall have the meaning set out in the prevailing district plan at the date of this transfer.
9. The Transferee shall not use the land described in Schedule A for plantation forestry as defined in the prevailing district plan other than that which already exists at the date of this transfer which shall not be replanted after harvest.
10. In the event of there being any dispute as to the scope interpretation, implementation or meaning of the covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the Transferor or Transferee can agree upon one or failing agreement then to the arbitration of two

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arbitrators one to be appointed by each party to the reference, or their umpire, to be appointed before entering into the business of the reference to arbitration to be carried out under the provisions of the Arbitration Act 1996 or any amendments thereto or any legislation enacted in substitution thereof.

Schedule C – "The Dominant Lots"

Certificates of title 91634 to 91644 (both inclusive)

To the Land Registrar

Please register the within Covenants against both the Servient and Dominant Lots.

hcg