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Document, Interest, Instrument: 7798304.6

Property: 8 McCrae Street, Wakefield, Tasman District

Legal Description: Lot 26 Deposited Plan 398748

CoreLogic Reference: 3255685/3

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Transfer instrument

Section 90, Land Transfer Act 1952

2003/1032EF
Approved
Registrar-General of Land

Land registration district

Nelson

T 7798304.6 Transfer

Cpy - 01/01, Pgs - 004, 28/04/08, 14:10



DocID: 212178677

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

395407 to 395423

All / Part

All

Area / description of part or stratum

Transferor*Surname(s) must be underlined or in CAPITALS*

Michael John HODGKINSON and Simon Mark VINCENT

Transferee*Surname(s) must be underlined or in CAPITALS*

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 covenant 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) à prendre is described above, that easement or profit(s) à prendre is granted or created.DATED this 12th day of March 2008**Attestation***If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule*
M J Hodgkinson
S M VincentSignature [Common Seal]
of Transferor**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
NELSON**

Occupation:

Address:

Certified correct for the purposes of the Land Transfer Act 1952
[Solicitor for] the Transferee

Annexure Schedule 1

2003/5038EF
Approved
Registrar-General of Land

*Transfer

Dated 12-3-2008

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 Title 143620 subdivided the land into residential lots in the manner shown and defined in Deposited Plan 398748 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 Servient Lot

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 170 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)

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.

Annexure Schedule 1

2003/5038EF
Approved
Registrar-General of Land

*Transfer

Dated 12-3- 2008

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 aerals 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.
- 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)

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Annexure Schedule 1

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Approved
Registrar-General of Land

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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
- (ii) 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 398748 | | Deposited Plan 398748 | |
| 16 - 19 & | 395407 to | 16 - 19, 21 - 23 | 395407 to 395424 |
| 21 - 23 | 395423 | & 36 | |

The Registrar General of ~~Land~~ Land:

Please record the within covenants
against the titles to all the Dominant
Tenements.

Glasgow Hayley

per:



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