

MEMORANDUM OF TRANSFER

B520338.9 T

9. KEITH
~~DAVID~~ JAMES MORGAN of Paraparaumu, Builder
and PAMELA GEORGINA MORGAN his wife
(hereinafter referred to as the transferor)

being registered as the proprietor of an estate freehold and feesimple

subject however to such encumbrances liens and interests as are notified by memoranda underwritten or
endorsed hereon in all those piece of land containing
7521m²

be the same a little more or less being Lots 1 - 9 inclusive on Deposited Plan 81173 and described
in Certificates of Title 47C/605 - 47C/613 inclusive respectively

WHEREAS the registered proprietor is desirous of creating certain restrictive covenants between
the said lots comprised in the said land and to the intent that each of the said lots shall
have both the burden and the benefit of the said restrictive covenants as hereinafter set forth.

NOW THEREFORE the registered proprietor **IN CONSIDERATION** of the premises **HEREBY TRANSFERS** the
said land to the registered proprietor and **DOETH HEREBY COVENANT** with itself the said transferor
of the said land to the intent that all the lots comprised in the said land shall be subject
to the burden of the restrictive covenants which follow in the paragraph below in respect of
each individual lot in favour of all other lots and shall have the benefit of the restrictive
covenants which follow in favour of each individual lot over all other lots such restrictive
covenants being as follows:-

1. No dwellinghouse (including garage and/or carport if attached) of a value less than three times the value of the purchase price of the lot shall be constructed on such lot. The value of the dwellinghouse for the purpose of this covenant shall be the value shown on the application for the building permit for such dwellinghouse and the approval of the transferor shall be first had and obtained to the design and nature of the materials to be used on any building to be erected of the subdivision pertaining to Deposited Plan 81173.
2. No transportable or relocatable dwellinghouse shall be permitted to be placed or erected on any lot without the approval of the registered proprietor.
3. Except when building operations are in progress, not trade vehicle, trade equipment or materials, debris, rubbish or vehicle of any unsightly nature shall be allowed or suffer to be brought on or to remain on the said land unless the same is adequately garaged or screened to prevent offence to any adjoining lot and to preserve the amenities of the neighbourhood.
4. No buildings may be constructed or used for commercial or industrial use unless such use is a predominant use under the code of ordinances of the Kapiti Coast District Council for such lot.

5. No vacant lot shall be kept in an unown or untidy state and no noxious weeds shall be allowed to develop on any lot.
6. No boundary fences shall be constructed in material other than permanent materials of wood, concrete, stone or brick and the maximum height of any such fence shall not exceed ~~3m~~ 6.1m in the front of such property 1.3 metres
7. In respect of each lot the subject of Deposited Plan 81173 the registered proprietors thereof must within two years of the deposit of the said plan erect on the said land a dwelling in accordance with the terms and conditions contained in this restrictive covenant and failure to do so shall entitle the transferor to acquire from the said registered proprietor for that the said land at market value and in the event of such market value being in dispute as between the registered proprietor for the time being and the transferor the same shall be settled by arbitration in terms of the Arbitration Act 1908.

~~IN CONSIDERATION OF THE~~

~~DEED~~ ~~BY~~

~~THE~~ ~~BY~~ ~~DO~~ ~~THE~~

~~AND~~ ~~THE~~ ~~OF~~

IN WITNESS WHEREOF these presents have been executed this

25th day of MARCH 1996

Signed by the abovenamed

~~KEITH~~
~~BRIAN~~ JAMES MORGAN &
PAMELA GEORGINA MORGAN
as transferor in the presence of:

Witness's Signature

Occupation

Address

Yvonne L. Schuster
Waikanae.

P. J. Morgan
P. J. Morgan

T. J. Kilalea,
Barrister & Solicitor
P.O. Box 8,
Waikanae.

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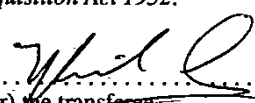
Transfer correct for the purposes of the Land Transfer Act.


(Solicitor for) the transferee

of

I hereby certify that this transaction does not contravene the provisions of Part IIA of the *Land Settlement Promotion and Land Acquisition Act 1952*.

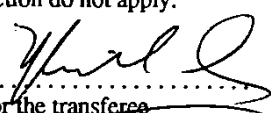
..... Transferor


(Solicitor for) the transferee

..... Transferee

I hereby certify that 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.

Particulars entered in the Register as shown herein on the date and at the time endorsed below.


Solicitor for the transferee

.....
Assistant/District Land Registrar

of the District of

