

**Transfer instrument**  
Section 90, Land Transfer Act 1952

Land registration district

CANTERBURY

**T 7382667.8 Transfer**

Cpy - 01/01, Pgs - 006, 17/07/07, 08:50



DocID: 211997076

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

All/part

Area/description of part or stratum

	All	All Certificates of Title referred to in paragraph A of the Second Schedule on page 4 annexure schedule
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Transferor

Surname(s) must be underlined or in CAPITALS.

NEIL CONSTRUCTION LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

NEIL CONSTRUCTION LIMITED

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 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 9TH day of MAY 2007

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

 Richard Malcolm White Director  Thomas Grant Brebner Director	<b>Signed in my presence by the Transferor</b>  _____ Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b>  <b>Occupation</b>  <b>Address</b>
	<b>Signature [common seal] of Transferor</b>

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

  
 [Solicitor for] the Transferee

**Annexure Schedule**

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

Continuation of "Estate or Interest or Easement to be Created"

The Transferor as registered proprietor of all that land contained in Deposited Plan 371617 subdivided that land into lots ("the lots") together with roads for the purposes of the sale of that land as residential lots in a building estate.

It is the Transferor's intention that the lots be subject to a general building scheme applicable to and for the benefit of all the lots and that the owner or occupier for the time being of each lot should be bound by the covenants, stipulations and restrictions set out in the First Schedule ("the covenants") and that the respective owners and occupiers for the time being of any of the lots may be able to enforce observance of the covenants against the owners or occupiers for the time being of any of the other lots.

The Transferee for itself and its successors in title, so as to bind the covenanting lots described in paragraph B of the Second Schedule, ("the covenanting lots") and for the benefit of all the other lots described in paragraph B of the Second Schedule ("the benefiting lots") **hereby covenants and agrees** with the Transferor, for the period continuing up until 1 January 2030 that:

- 1 The Transferee will at all times observe and perform the covenants, and the covenants shall enure for the benefit of the benefiting lots and their registered proprietors from time to time.
- 2 The Transferor shall not be required to nor obliged to enforce all or any of the covenants, nor be liable to the Transferee for any breach of the covenants by any of the registered proprietors of the covenanting lots and the Transferee shall be liable only in respect of breaches of the covenants which shall occur while the Transferee is the registered proprietor of the covenanting lot.
- 3 The Transferee will at all times save harmless and keep indemnified the Transferor from all proceedings, costs, claims and demands in respect of breaches by the Transferee of all covenants on its part contained or implied.
- 4 If there should be any breach or non-observance of any of the covenants and without prejudice to any other liability which the Transferee may have to any person having the benefit of the covenants, the Transferee will upon written demand being made by the registered proprietor of any of the benefiting lots:
  - (a) Pay to the person making such demand as liquidated damages the sum of Three Hundred and Fifty Dollars (\$350.00) per day for every day that such a breach or non-observance continues after the date upon which written demand has been made; and
  - (b) Remove or cause to be removed from the Land any second hand or used dwelling, garage, carport, building or other structure erected or placed on the Land in breach or non-observance of the covenants; and

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.

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- (c) Replace any building materials used or permitted to be used in breach or non-observance of the covenants.

Continuation of "Estate or Interest or Easement to be Created"**First Schedule**

- 1 Not to erect or permit to be erected or placed on the land any dwelling (other than a new dwelling):
  - (i) on sections up to and including 699m<sup>2</sup> of net area that has a floor area of less than 150m<sup>2</sup> including garage(s);
  - (ii) on sections of 700m<sup>2</sup> or more of net area that has a floor area of less than 180m<sup>2</sup> including garage(s);
  - (iii) on sections of 900m<sup>2</sup> or more of net area if further subdivided and/or is used for more than one dwelling has a floor area of less than 140m<sup>2</sup> for each dwelling including garage(s).
  - (iv) with greater than two storeys on Lots 238, 241, 242, 253, 259 and 277 and which has a ground floor area of less than 60% of the total area of the dwelling exclusive of any garages which are independent from or not contained within the structure of the dwelling.
  - (v) with greater than one storey on all Lots except for those listed in Clause 1(iv) above or where the transferee has obtained the written approval of all the adjoining registered proprietors at the Transferors Halswell on the Park Subdivision to the plans and specifications for the dwelling to be erected on the land.
- 2 Not to erect or permit to be erected or placed on the land any carport.  
A free standing or independent garage can be erected on the land provided that similar exterior claddings and finishes are used for the independent garage as are used for the residential home and that it is of a design as to be architecturally in harmony with the dwelling.
- 3 Any fence shall be constructed using kiln fired or concrete brick, stucco textured finish, stone, brush, wooden or wrought iron. Any fencing along front or side boundaries within 3 metres of a road boundary shall not exceed 1.2 metre in height above finished ground level.
- 4 To construct any building with a minimum of 80% of the non glazed exterior cladding of the dwelling consisting of any of the following materials; kiln fired brick or concrete brick or plastered textured finish, stone, timber weatherboards or pre-finished metal weatherboard bonded to solid timber boards (ie Lockwood type construction). Any building with an exterior finish in the form of flat cladding, concrete or polystyrene block, poured concrete or similar shall have the surface textured in such a manner as to fully cover the base material. Factory prefinished weatherboards made of other materials (ie James Hardie Linea weatherboards) may be used but only with the prior written approval of the Transferor as to finished colour, texture, profile and

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type of the weatherboards. Other buildings e.g. garden sheds pool sheds or similar must also comply with this covenant.

- 5 To use only such roofing materials that have a tile profile, or incorporate wood, fibre cement, glass fibre or slate products by way of roofing shingles, for all roofing other than flat roofs (refer to paragraph 8 below). Factory pre-finished metal roofing material (ie Colorsteel type or similar) may be used with the prior written approval of the Transferor as to colour and profile of the roofing material.
- 6 To complete any building within 9 months of laying down the foundations for such building and within 15 months of laying down the foundations to complete all ancillary work such as fencing and landscaping and further will within that 15 months construct in a proper and tradesmanlike manner a driveway or vehicle access in a permanent continuous surfacing concrete, concrete block, brick paving, tar sealing or similar.
- 7 Not to permit the land to be occupied or used as a residence unless the buildings on the property have been substantially completed including driveways and landscaping in accordance with this agreement and the buildings meet the requirements of the local authority.
- 8 To construct any residential home defined in this Covenant with:
  - (i) more than two hips or two gables in the roofline and
  - (ii) a shape other than a simple square or rectangle excluding breaks for back and front door entries. Flat roofed buildings are acceptable provided they meet all covenants except paragraph 5 above.
- 9 Not to place on the land any form of temporary accommodation (e.g. caravan etc) other than a builder's shed for the purpose of the builder's usual day to day use. Such shed is to be removed upon completion of the dwelling.
- 10 Not to use the land or permit the same to be used for any trading or commercial purposes without first obtaining the written consent of all the immediate adjoining registered proprietors of the lots which are contained within the Transferors Halswell on the Park Subdivision, other than an Office within the dwelling for the use of the residents of the property or as a show home.
- 11 A family flat as defined by the Christchurch City Council can be constructed in conjunction with a new residential dwelling provided that similar exterior claddings and finishes are used for the family flat as that used for the main residential dwelling, and it is architecturally integrated with and attached to the main dwelling.
- 12 A new letterbox shall be erected when the dwelling is erected and its design, colour and cladding shall be consistent with those of the dwelling and or fence or as approved by the Transferor.
- 13 To minimise any damage to footpaths and berms by nominating the position of any future driveways prior to the commencement of the construction to ensure that vehicular movement on the section is confined to that one particular driveway during the construction period, such driveway to be no more than 4 metres in width. The Transferee shall be responsible for the

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repair of any damage caused by the Transferee, or his employees or contractors, to the footpaths and berms at the Transferee's expense.

- 14 Not to suffer any dog or other pet to be kept in or about the property which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision and in particular without otherwise limiting this restriction not to keep on or about the property any dog which in whole or part appears to be a Japanese Tosa, Dogo Argentino, Brazilian Fila or American Pit Bull type. The keeping of pigeons is expressly prohibited.
- 15 Not to erect or permit to be erected any Satellite Dish which exceeds 750mm in diameter. A Satellite Dish which exceeds 750mm in diameter may be erected on the property providing:
- (i) The Satellite Dish is not visible from the road adjacent to the frontage of the property and,
  - (ii) The owner has first obtained the written consent of the registered proprietors of all the adjoining lots which are contained within the Transferor's "Halswell on the Park" Stage 5 subdivision.
- 16 Not to permit any berm on the road frontage of the property, or any grassed areas within the property, to remain in an untidy condition and not to allow grass, to grow to a height which exceeds 150mm.

**Second Schedule****A The Land**

289701-289725(inclusive) and 289726 and 289727

**B****Covenantee Lots****Benefiting Lots (continued)**

236	all lots on DP371617 other than Lot 236 and 401,345,348,350 & 505
237	all lots on DP371617 other than Lot 237 and 401,345,348,350 & 505
238	all lots on DP371617 other than Lot 238 and 401,345,348,350 & 505
239	all lots on DP371617 other than Lot 239 and 401,345,348,350 & 505
240	all lots on DP371617 other than Lot 240 and 401,345,348,350 & 505
241	all lots on DP371617 other than Lot 241 and 401,345,348,350 & 505
242	all lots on DP371617 other than Lot 242 and 401,345,348,350 & 505
243	all lots on DP371617 other than Lot 243 and 401,345,348,350 & 505
244	all lots on DP371617 other than Lot 244 and 401,345,348,350 & 505
245	all lots on DP371617 other than Lot 245 and 401,345,348,350 & 505
246	all lots on DP371617 other than Lot 246 and 401,345,348,350 & 505
247	all lots on DP371617 other than Lot 247 and 401,345,348,350 & 505
248	all lots on DP371617 other than Lot 248 and 401,345,348,350 & 505
249	all lots on DP371617 other than Lot 249 and 401,345,348,350 & 505

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250	all lots on DP371617 other than Lot 250 and 401,345,348,350 & 505
251	all lots on DP371617 other than Lot 251 and 401,345,348,350 & 505
252	all lots on DP371617 other than Lot 252 and 401,345,348,350 & 505
253	all lots on DP371617 other than Lot 253 and 401,345,348,350 & 505
254	all lots on DP371617 other than Lot 254 and 401,345,348,350 & 505
255	all lots on DP371617 other than Lot 255 and 401,345,348,350 & 505
256	all lots on DP371617 other than Lot 256 and 401,345,348,350 & 505
257	all lots on DP371617 other than Lot 257 and 401,345,348,350 & 505
258	all lots on DP371617 other than Lot 258 and 401,345,348,350 & 505
259	all lots on DP371617 other than Lot 259 and 401,345,348,350 & 505
260	all lots on DP371617 other than Lot 260 and 401,345,348,350 & 505
276	all lots on DP371617 other than Lot 276 and 401,345,348,350 & 505
277	all lots on DP371617 other than Lot 277 and 401,345,348,350 & 505

Continuation of "Attestation"

Signed on behalf of the Transferee  
Neil Construction Limited  
by:

Richard Malcolm White  
Director

Thomas Grant Brebner  
Director

To: The District Land Registrar

It is requested that the within  
covenants are noted on the titles  
to the covenanting and benefitting lots.

Solicitor for the Registered Proprietor

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