

# Memorandum of Transfer

367299.77 COV

## Whereas:

A. A G Field Limited at Nelson

(herein called "the Transferor") <sup>is</sup> ~~being~~ registered as proprietor of an estate

in Fee Simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in the piece or pieces of land situated in the Land District of Nelson

~~containing~~ described in ~~more or less being~~ ~~scheduled as~~

## SCHEDULE A

Containing 6000 m <sup>2</sup> being	Lot 1	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1223
Containing 5738 m <sup>2</sup> being	Lot 2	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1224
Containing 5754 m <sup>2</sup> being	Lot 3	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1225
Containing 8672 m <sup>2</sup> being	Lot 4	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1226
Containing 7356 m <sup>2</sup> being	Lot 5	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1227
Containing 5032 m <sup>2</sup> being	Lot 6	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1228
Containing 2.4561 m <sup>2</sup> being	Lot 7	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1229
Containing 6264 m <sup>2</sup> being	Lot 8	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1230
Containing 6094 m <sup>2</sup> being	Lot 9	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1231
Containing 5627 m <sup>2</sup> being	Lot 10	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1232
Containing 1.2585 ha being	Lot 11	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1233
Containing 5372 m <sup>2</sup> being	Lot 12	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1234
Containing 5014 m <sup>2</sup> being	Lot 13	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1235
Containing 5307 m <sup>2</sup> being	Lot 14	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1236
Containing 1.0196 ha being	Lot 15	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1237
Containing 5840 m <sup>2</sup> being	Lot 16	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1238
Containing 5001 m <sup>2</sup> being	Lot 17	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1239
Containing 5010 m <sup>2</sup> being	Lot 18	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1240
Containing 1.1784 ha being	Lot 19	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1241
Containing 1.9882 ha being	Lot 20	Deposited Plan 18201 comprised and described in Certificate of Title 12A/1242

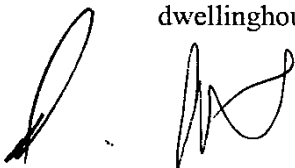
Subject to: all easements covenants and restrictions set out on above Titles

B. It is the Transferor's intention that the Lots described in Schedule A above shall be subject to the covenants set out in Schedule B herein.



## SCHEDULE B

1. The Transferee shall not at any time hereafter erect or permit to be erected on the allotments:-
  - 1.1 any dwelling with an external wall cladding:-
    - (i) of "Hardiplank" or cladding of similar composition or construction the area of which exceeds 30% of the total area of the dwelling, building or other structure on each occasion as the case may be; or
    - (ii) of corrugated iron, colour steel or other metallic cladding; whether or not the claddings described above shall be unpainted or painted and/or coated during or subsequent to manufacture;
  - 1.2 any dwelling, building or structure of an "A" frame style of construction;
  - 1.3 any second hand dwelling, building or structure or any dwelling, building or structure built of used or second hand materials;
  - 1.4 any dwelling constructed off site and transferred in substantial pre-built form;
  - 1.5 any dwelling or outbuilding using exposed pole foundations;
  - 1.6 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 painted or coated in the manufacturing process shall not be in breach of this restriction.
2. Both the exterior cladding of the walls of buildings erected and the exterior of any water tanks shall be a recessive colour.
3. The Transferee covenants not to bring onto the within land or allow to remain on the within land any house-truck or dwelling of a mobile nature unless used for no more than 12 months while the Transferee erects a dwelling. After that it shall be either removed from the property or so garaged or secured as to preserve the amenities of the neighbourhood.
4. The construction of any dwelling house on the within property shall not exceed more than 12 months from the laying down of the foundations for such dwellinghouse.



In Consideration of the sum of

TEN CENTS (00.10c) (the receipt of which sum is hereby acknowledged)

paid to the Transferor by

*A. G. Field Limited*

itself as Transferee (hereinafter called "the Transferee") and pursuant to the provisions and powers of Sections 49 and 66 of the Property Law Act 1952

the Transferor

~~(herein called "the Transferee") the receipt of which sum is hereby acknowledged~~ Hereby Transfers to the Transferee all the Transferor's estate and interest in ~~the said piece or pieces of land~~ each of the Lots described in Schedule A

AND as incidental to and for the purposes of the Transfer so as to bind each of the Lots described in Schedule A for the benefit of each of the other Lots described in Schedule A the Transferee does covenant and agree with itself as Transferor in the manner set out in Schedule B 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 other Lots.

PROVIDED THAT the Transferee shall not be personally liable for any breach of the restrictive covenants in respect of any Lot in Schedule A above after it shall have parted with all interest in that Lot to the extent that the covenants shall bind only the owner and occupier for the time being of the Lot subject to the covenants.

AND it is hereby requested that the covenants herein be entered in the Register.

In witness whereof these presents have been executed this

*11<sup>th</sup>*

day of

*April*

19 97

Signed by the Transferor

AG FIELD LIMITED by its

Director ALAN GORDON FIELD

and by ROBERT DUDLEY SYMONS

as authorised signatories

(by the affixing of its common seal)

in the presence of:

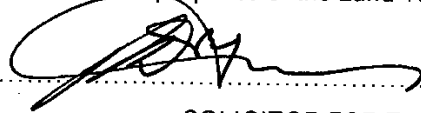
*Jacqueline Faulkner*  
Jacqueline Faulkner  
Legal Executive  
Symons Law  
Nelson

*A G Field*  
A G Field

*R D Symons*  
R D Symons

# MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952



SOLICITOR FOR THE TRANSFEE

..... Transferor

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

..... Transferee

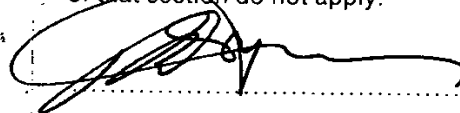
Particulars entered in the Register as shown herein on the date and at the time endorsed below.

SOLICITOR FOR THE TRANSFEE


Assistant / District Land Registrar of the

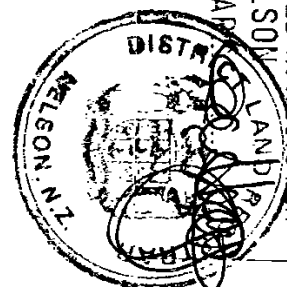
I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

District of .....



SOLICITOR FOR THE TRANSFEE

FEES PAID  
HEREON AVAILABLE  
TO 236 /   
A.L.R.



PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NELSON  
ASST. LAND REGISTRAR

9.35 28.APR97 367299