

351244-9 T

MEMORANDUM OF TRANSFER CREATING LAND COVENANTS

WHEREAS:

- A. CHRISTOPHER ROGER CLENSHAW of Richmond, Businessman and ELEANOR MARY CLENSHAW his wife ("the Transferors") are registered as proprietors of an estate in fee simple in all those pieces of land situated in the Land District of Nelson described in Schedule A.
- B. It is the Transferors intention that all of the Lots described in Schedule A shall be subject to the covenants and restrictions set out in Schedule B and for the benefit of all of the Lots to the intent that a high standard of residential amenities shall be enjoyed by the registered proprietors of all of the residential Lots. 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 as they relate to the Lots.
- C. Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey to himself.
- D. Section 66A of the Property Law Act 1952 provides that a covenant for the purposes of or incidental to any conveyance of property may by a registered proprietor with himself shall be as valid as made with another.
- E. The said CHRISTOPHER ROGER CLENSHAW and ELEANOR MARY CLENSHAW ("the Transferees") wish to accept such conveyance and enter into the covenants and restrictions on the part of the Transferees hereinafter contained.

NOW THEREFORE in consideration of that intention and in consideration of the sum of ten cents (10c) paid by the Transferees to the Transferors (receipt of which is acknowledged) the Transferors DO HEREBY TRANSFER unto the Transferees all their estate and interest in the land described in Schedule A.

AND as incidental to and for the purposes of the said transfer so as to bind each of the Lots described in Schedule A and for the benefit of each of the other Lots described in Schedule C the Transferees DO HEREBY COVENANT AND AGREE with themselves as Transferors in the manner set out in Schedule B so that each of the positive and restrictive covenants shall run with each of the Lots set out in Schedule A for the benefit of the Lots set out in Schedule C.



SCHEDULE A

2012 square metres more or less being Lot 1 Deposited Plan 17501 in Certificate of Title Vol 11C Folio 152

2000

~~2004~~ square metres more or less being Lot 2 Deposited Plan 17501 in Certificate of Title Vol 11C Folio 153

2002 square metres more or less being Lot 3 Deposited Plan 17501 in Certificate of Title Vol 11C Folio 154

2013 square metres more or less being Lot 4 Deposited Plan 17501 in Certificate of Title Vol 11C Folio 155

2008 square metres more or less being Lot 5 Deposited Plan 17501 in Certificate of Title Vol 11C Folio 156

2009 square metres more or less being Lot 6 Deposited Plan 17501 in Certificate of Title Vol 11C Folio 157

2122

~~2117~~ square metres more or less being Lot 7 Deposited Plan 17501 in Certificate of Title Vol 11C Folio 158

SCHEDULE B

At all times hereafter the registered proprietor of the Lots described in Schedule A shall not at any time:

- (a) Subdivide any of the allotments (and no matter what the provisions of any transitional or operative district plan for the Tasman District Council may permit). For the purposes of this paragraph the word "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, provided that a subdivision by way of boundary adjustment when no additional allotment is created, and when no additional allotment as a result of such subdivision shall fall below 1,900 square metres shall not constitute a subdivision for the purposes of this paragraph.
- (b) Erect or permit to be erected upon any of the allotments:
 - i. Any more than one dwelling and associated out buildings;
 - ii. Any dwelling with an internal floor area of less than 130 square metres excluding any garaging or outbuildings;





- iii. Any building for the purposes of temporary accommodation; nor shall any caravan be used upon any of the Lots for any residential purposes;
- iv. Any dwelling, building or other structure with an external wall cladding:
 - (a) Of "Hardi plank" 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
 - (b) 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;
- v. A dwelling, building or other structure with a roof cladding of corrugated iron, whether unpainted or painted, nor any dwelling, building or other structure with a roof cladding painted in non-recessive colours, provided that the use of Decramastic and Colour Steel products or products of similar construction painted or coated in the manufacturing process shall not be in breach of this restriction unless such Decramastic or Colour Steel products or products of similar construction are of non-recessive colours;
- vi. Any dwelling, building or structure of an "A" frame style or construction;
- vii. Any second hand dwelling, building or structure or any dwelling, building or structure built of used or second hand materials;
- viii. Any kitset dwelling or 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 kit set dwelling shall be a dwelling prefabricated on a site other than the allotment provided that where the registered proprietor wishes to erect on the allotment a dwelling in contravention of this clause which when erected will have an internal floor area greater than 130 square metres (excluding any garaging or outbuildings), the registered proprietor shall apply to the Transferor for consent to the erect the same. In making such application the registered proprietor shall provide full plans and specifications for the Transferor's consideration. The consent of the Transferor may be withheld or granted hereunder upon such terms and conditions and under such circumstances as the Transferor may entirely at the Transferor's discretion think fit.
- ix. Erect any fence (whether boundary fence or otherwise) which is not constructed of timber, brick, stone or wrought iron construction;





- x. Erect any dwelling house outside of the Designated Building Area for the Lot shown on the plan annexed and outlined in yellow thereon;
- xi. Erect or permit to be erected any dwelling or other building that does not comply with the Tasman District Council (Richmond section) District Plan (including but without limitation as to height, bulk, location and yards), notwithstanding that the Tasman District Council may have granted dispensation from strict adherence to the provisions of that District Plan;
- xii. Any dwelling, building or other structure of materials in colours which are reflective or materials of light colour tones (in order to reduce glare and visual obtrusiveness);
- xiii. Any buildings, dwelling or other structures painted in other than recessive non reflective colours;
- xiv. Any dwelling, structure or other building whatsoever on the allotment without the consent of the Transferors or the Transferor's nominee being first obtained to the plans and specifications for such dwelling or other building and in making such application the registered proprietor shall provide full plans and specifications for the Transferor's consideration, which consent shall not be arbitrarily or unreasonably withheld, PROVIDED HOWEVER that the Transferors shall have the right to absolutely refuse consent in the event that the provisions of any of the restrictive covenants herein are breached or not complied with and the registered proprietor shall not depart from such plans and specifications if approved;

AND IN THE EVENT of the Transferors failing to approve or disapprove the plans and specifications for such dwelling, building or other structure as aforesaid within fourteen (14) days after the said plans and specifications have been submitted to them, then, such approval will not be required, and this covenant will be deemed to have been fully complied with and the Transferors shall not be entitled to any compensation for the services performed pursuant to this covenant.

SCHEDULE C

2012 square metres more or less being Lot 1 Deposited Plan 17501 in Certificate of Title Vol 11C Folio 152

~~2001~~ 2000 square metres more or less being Lot 2 Deposited Plan 17501 in Certificate of Title Vol 11C Folio 153





2002 square metres more or less being Lot 3 Deposited Plan 17501 in Certificate of Title Vol 11C Folio 154

2013 square metres more or less being Lot 4 Deposited Plan 17501 in Certificate of Title Vol 11C Folio 155

2008 square metres more or less being Lot 5 Deposited Plan 17501 in Certificate of Title Vol 11C Folio 156

2009 square metres more or less being Lot 6 Deposited Plan 17501 in Certificate of Title Vol 11C Folio 157

2122
2447 square metres more or less being Lot 7 Deposited Plan 17501 in Certificate of Title Vol 11C Folio 158

AND IT IS HEREBY AGREED AND DECLARED that the Transferors shall not be liable because of any action they make take or fail to take or for any default in any building, dwelling or other structure erected on any of the Lots in Schedule A or any fence constructed on any of the Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the servient and dominant tenements shall indemnify and keep indemnified the Transferors, their successors and assigns from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or under or by virtue of this Transfer.

AND the Transferees HEREBY REQUEST the land covenants herein to be entered in the register.

DATED this

14th

day of

August

1995

SIGNED by CHRISTOPHER ROGER CLENSHAW and ELEANOR MARY CLENSHAW as Transferors and Transferees in the presence of:

Witness:

Witness Occupation:

Witness Address:

DAVID GORDON PHILLIPS
SOLICITOR
NELSON

Business Broker
Paton Road
Richmond.

100m

292 500 m N

292 200 m E

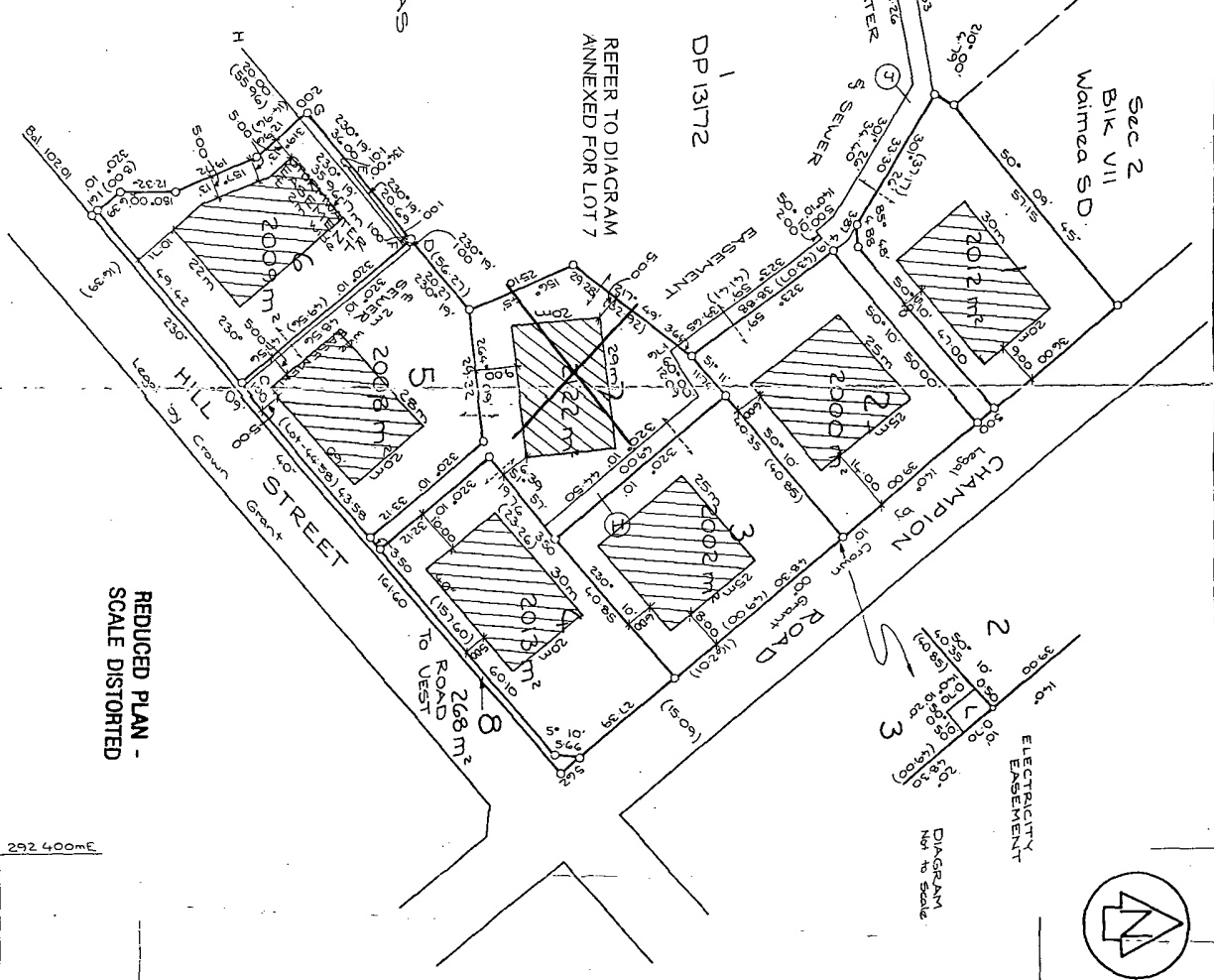
292 400 m E



DESIGNATED BUILDING AREAS

REFER TO DIAGRAM ANNEXED FOR LOT 7

DP 13172



REDUCED PLAN - SCALE DISTORTED

LAND DISTRICT NELSON
Survey Blk & Dist VII WAIMEA
1000/75/34
NZMS 261 Sheet N27 Record Map No. 10000/8/4

LOTS 1-8 BEING SUBDIVISION OF
LOT 1 DP 13172

TERRITORIAL AUTHORITY TASMAN DISTRICT COUNCIL
Surveyed by STAG & SMITH LTD 4728
Scale 1: 250 Date APRIL 1995

W. A. ROBERTSON, DIRECTOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND

Approvals

Approved pursuant to Section 225 of the Resource Management Act 1991 on the 19th day of May 1995 subject to the granting or reserving of the easements set out in the Memorandum hereon

The Common Seal of the Tasman District Council is affixed hereon in the presence of:

[Signature]
Mayor



THE COMMON SEAL OF THE TASMAN DISTRICT COUNCIL

MEMORANDUM OF EASEMENTS

Purpose: Servient Tenement (Shed) Dominant Tenement: Lot 6 hereon F-6 Lot 5 hereon Pt Lot 1 DP 13172 G-H Lots 4 & 5 hereon

MEMORANDUM OF EASEMENTS IN GROSS

Purpose: Servient Tenement (Shed) Dominant Tenement: Lot 5 hereon C-D Lot 4 hereon Pt Lot 1 DP 13172 J Lot 7 hereon I Lot 3 hereon J & K

Right to Drain Pt Lot 1 DP 13172 I

Right to Drain Pt Lot 1 DP 13172 J & K

Right to transmit Electricity & gas over Lot 3 hereon L

Right to transmit Electricity & gas over Lot 3 hereon L

NEW CST ALLOCATED

Lot 1 Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 Lot 7

Total Area: 144.34 Ha

Comprised in C.T. 84/1308

1. Gary Richard Neale Registered Surveyor and holder of an annual practicing certificate for who may act as a registered surveyor pursuant to section 25 of the Survey Act 1980 hereby certify that this plan has been made from surveys effected by me or under my directions, that both plans and survey are correct and have been made in accordance with the Survey Regulations 1977 or any regulations made in substitution thereof.

Dated: Richmond this 2nd day of June 1995 19 85 Signature

Field Book: DE 1302

Reference Plans: DE 1302

Examined: [Signature]

Approved as to Survey

Deposited this day of 19

Chief Surveyor

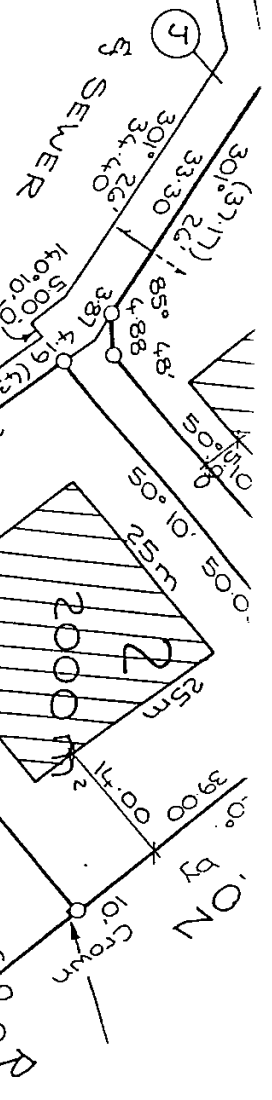
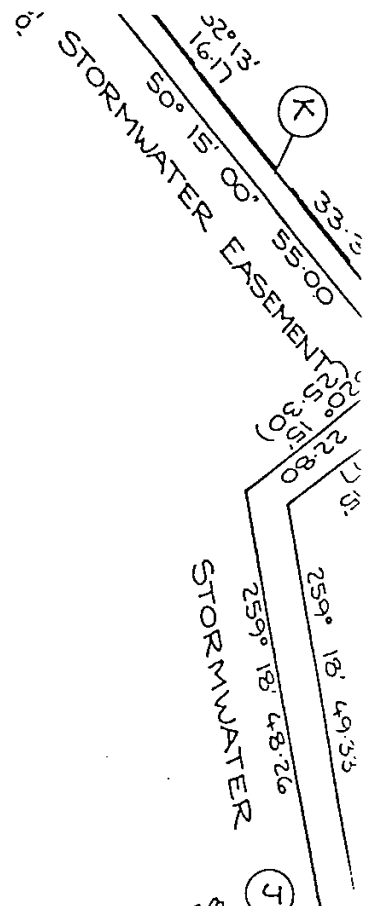
District Land Registrar

File received 16-06-95

17501

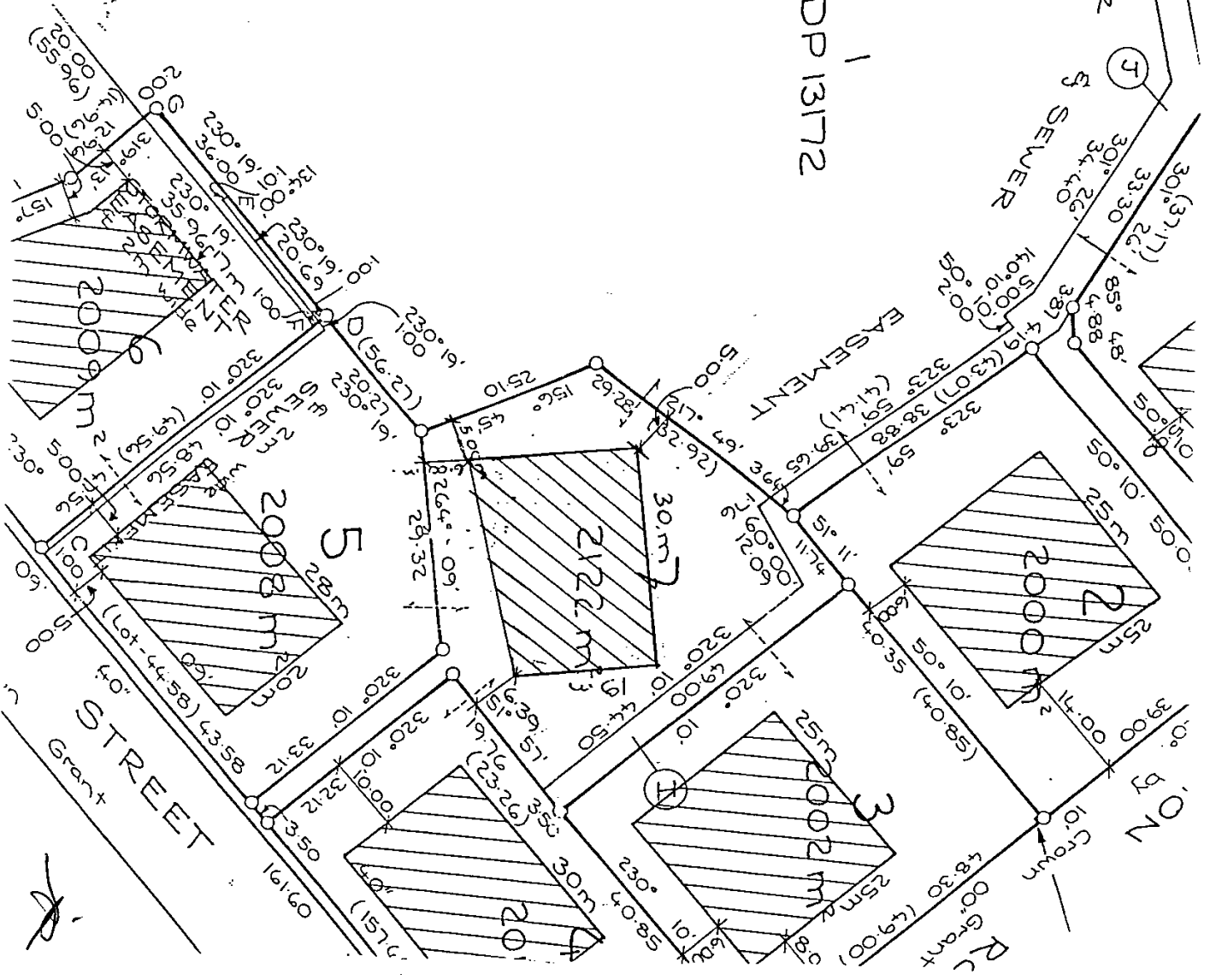
Approved by 9204

DOCU FORM 01



DP 13172

DESIGNATED BUILDING AREAS



MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1987

..... Transferor

SOLICITOR FOR THE TRANSFEREE

..... Transferee

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

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

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 TRANSFEREE



FEES PAID
HEREON AVAILABLE
TO 30/10/95
ALR

PARTICULARS ENTERED IN REGISTER
LAND REGISTRAR NELSON
ASST. LAND REGISTRAR

9.20 01.SEP95 351244.9

