

350610.1 T
MEMORANDUM OF TRANSFER
GRANTING LAND COVENANTS

DENNIS JAMES LITTLE of Hope, Contractor and **PHILIPPA MARY LITTLE** his wife (hereinafter referred to as "the Transferor") 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 those parcels of land situated in the Land District of Nelson containing:-

- A. Firstly 705m² more or less situated in Block XII Wai-iti Survey District being Lot 1 Deposited Plan 17283 being all the land comprised and described in Certificate of Title Volume 11B Folio 726 (Nelson Land Registry)
- Secondly ⁴636m² more or less situated in Block XII Wai-iti Survey District being Lot 2 Deposited Plan 17283 being all the land comprised and described in Certificate of Title Volume 11B Folio 727 (Nelson Land Registry)
- Thirdly 946m² more or less situated in Block XII Wai-iti Survey District being Lot 3 Deposited Plan 17283 being all the land comprised and described in Certificate of Title Volume 11B Folio 728 (Nelson Land Registry)

The land secondly and thirdly above described being subject to 347802.3 Easement Certificate.

- B. It is the Transferor's intention to create this reference to each of the allotments set out in Recital A hereto, the positive and restrictive covenant set out in Schedule C hereto and the allotments as set out in Recital A shall be subject to the covenants and restrictions as set out in Schedule B and 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 C hereto.
- 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 made by a registered proprietor with himself shall be as valid if made with another.
- E. The Transferor is desirous of conveying the allotments as set out in Recital A to **DENNIS JAMES LITTLE** of Hope, Contractor and **PHILIPPA MARY LITTLE** his wife (hereinafter together with their successors and assigns called "the Transferee") for the consideration hereinafter appearing and the Transferee is desirous of accepting such conveyance, and of entering into the covenants on the part of the Transferee hereinafter contained

Initials
X DJL
X PML

NOW THEREFORE IN PURSUANCE OF THE SAID AGREEMENT AND IN CONSIDERATION of the sum of ten cents (10c) paid by the Transferee to the Transferor (the receipt of which is acknowledged) the Transferor does hereby transfer unto the Transferee all their estate and interest in the land described in Recital A hereto.

AND as incidental to and for the purposes of the said transfer so as to bind the land described in Recital A hereto and for the benefit of all the land described in Schedule B hereto, the Transferee does hereby covenant and agree with the Transferor in the manner set out in Schedule C hereto so that each of the positive and restrictive covenants set out in Schedule C hereto shall forever run with each of the lots set out in Schedule B hereto for the benefit of all the remaining lots as set out in Schedule B.

SCHEDULE B

Lots 1 to 3 (inclusive) on Deposited Plan 17283 being the land in Certificates of Title 11B/726, 11B/727 and 11B/728 (all Nelson Registry)

SCHEDULE C

At all times hereafter the registered proprietors of the lots described in Recital A hereto shall comply with the positive and/or restrictive covenant set out hereunder namely:-

- (i) Not to erect or permit to be erected any buildings including dwelling units constructed off the site and transported in substantially pre-built parts to the land;
- (ii) Not to erect or permit to be erected a dwelling or other building constructed or used materials;
- (iii) Not to relocate any used dwelling or used building on the land;
- (iv) Not to erect or permit to be erected any dwelling or other building whatsoever on the land with a roof constructed or either:-
 - (a) Corrugated iron (other than pre-painted colour steel corrugated iron) whether unpainted or painted after manufacture; or
 - (b) Any other unpainted or uncoated materials (provided however, it is confirmed and agreed that both ceramic tiles and decromastic or colour steel pre-finished in their manufacturing process shall not be in breach of this restriction);
- (v) Not to erect or permit to be erected any dwelling or other building outside of the building envelope specified in the Tasman District Council Transitional District Plan notwithstanding that the said Tasman District Council may have granted dispensations from strict adherence to such building envelope;

Initials
 x *[Signature]* y DGL
 x *[Signature]* y pml

- (vi) Not to erect or permit to be erected any dwelling, building or other structure without the consent of the Transferor or its nominee being first had and obtained to plans and specifications of such dwelling or other building which consent shall not be arbitrarily or unreasonably withheld provided however that the Transferor or his nominee shall have the right to absolutely refuse consent to the plans and specifications:-
- (a) If the colour of the exterior walls and roof of the proposed dwelling, building or structure (as the case may be) does not in the opinion of the Transferor or the Transferor's nominee blend in with the natural landscape; and/or
- (b) If the dwelling or other building is (in the opinion of the Transferor or the Transferor's nominee) in breach of any of the restrictions numbered (i) to (vi) (inclusive) above.

AND IN THE EVENT that the Transferor or the Transferor's nominee fails to approve or disapprove the plans and specifications of such dwelling or other building as aforesaid within forty five (45) days after the plans and specifications have been provided to them, then such approval will be deemed to have been given and this covenant will be deemed to have been fully complied with and the Transferor's nominee will not be entitled to any compensation for the services performed pursuant to the provision of this covenant.

AND IT IS HEREBY AGREED AND DECLARED that the Transferor shall not be liable because of action they or either of them may take or fail to take or for any default in any building, dwelling or structure 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 howsoever arising out of or under or by virtue of this Transfer.

AND THE TRANSFEREE hereby requests the land covenants herein to be entered in the register.

IN WITNESS whereof this Transfer is signed the 26th day of July 1995

SIGNED by the said
DENNIS JAMES LITTLE and
PHILIPPA MARY LITTLE
in the presence of:

) X  Y DGL
)
)
) X  Y PML

WITNESS SIGNATURES

WITNESS FULL NAME (PRINT)

OCCUPATION

Address

21P195_1/LITTLE.TRA

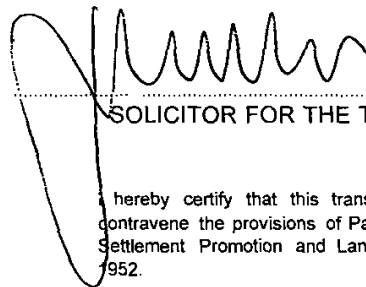
NIGEL ALEXANDER McFADDEN
SOLICITOR
NELSON

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GRANTING LAND COVENANTS**

Correct for the purposes of the Land Transfer Act 1952

D J & P M LITTLE
Transferor

D J & P M LITTLE
Transferee



SOLICITOR FOR THE TRANSFEE

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

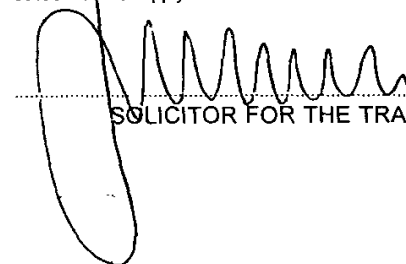
SOLICITOR FOR THE TRANSFEE

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

Assistant/District Land Registrar of the

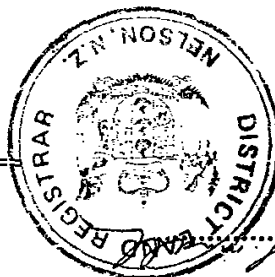
District of

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.



SOLICITOR FOR THE TRANSFEE

McFADDEN McMEEKEN PHILLIPS
Solicitors
P O Box 656
NELSON



ASST. LAND REGISTRAR
LAND REGISTRY NELSON
PARTICULARS ENTERED IN REGISTER

11.50 08.AUG95 350610