RPNZ Document Order

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Order Details

Property:	15 Totara View Road, Wakefield, Tasman District
Legal Description:	Lot 2 Deposited Plan 19992
Search Reference:	398756.1
Document Type:	Document, Interest, Instrument
Land District:	Nelson
Order Date:	02 November 2026
CoreLogic Reference:	3310930/3
Order Number:	171586 (For any enquiries, please quote this number)

If you have any questions regarding this order please contact our Customer Support Team on 0800 355 355 or by emailing clientcare@cotality.com.

RPNZ Customer Support Team

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Approved by the Registrar-General of Land, Wellington, No. B319989.1/93

Memorandum of Transfer

398456.1 T

CREATING LAND COVENANTS

WHEREAS:

A. HAMISH STEVEN DENMEAD and NICOLA ANN DENMEAD ("the Transferors") are registered as proprietors of the land described in the First Schedule

~~(herein called "the Transferor") being registered as proprietor of an estate~~

~~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 containing more or less being~~

B. For the purposes of selling the land it is the intention of the Transferors that certain of the Lots be subject to certain restrictions for the benefit of all of the other Lots.

C. It is the Transferor's intention that the Lots specified as "Servient Tenements" in the Second Schedule shall be subject to the positive and/or restrictive covenants set out in the Third Schedule forever.

D. Such covenants shall be for the benefit of each of the Lots specified as "Dominant Tenements" in the Second Schedule so that the owner or occupier for the time being of any one of the said Lots may be able to enforce the observance of such stipulations by the owners or occupiers for the time being of the other Lots which are Servient Tenements.

E. Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey to himself.

F: 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 as if made with another.

G: HAMISH STEVEN DENMEAD and NICOLA ANN DENMEAD ("both the Transferees") wish to accept such conveyance and enter into the covenants on the part of the Transferees hereinafter contained.

NOW THEREFORE in consideration of that intention and in consideration of the sum of ten cents ($0.10¢) paid by the Transferees to the Transferors and pursuant to the provisions and powers of sections 49 and 66A of the Property Law Act 1952 the Transferors DO HEREBY TRANSFER to themselves as Transferees all their estate and interest in each of the Lots described in the First Schedule

AND as incidental to and for the purposes of the said transfer so as to bind each of the Lots described in the Second Schedule under the column marked "Servient Tenements" the Transferees do covenant and agree with themselves as Transferors that those Lots shall be forever subject to the stipulations and restrictions in the Third Schedule for the benefit of the respective Lots in the Second Schedule under the column marked "Dominant Tenements"

PROVIDED THAT the Transferees shall not be liable because of any action they take or fail to take or for any default or at all as a result of these restrictions or otherwise and the registered proprietors for the time being for the Servient and Dominant Tenements shall indemnify and keep indemnified the said HAMISH STEVEN DENMEAD and NICOLA ANN DENMEAD and their legal successors (other than successors in title after registration of a memorandum of Transfer to a third party) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this Deed in respect of any of the Lots in the First Schedule which have been transferred by the Transferees to another registered proprietor

AND the Transferees HEREBY REQUEST that the Land Covenants be entered in the Register.

FIRST SCHEDULE

5006m² more or less being Lot 1Deposited Plan 19992	in Certificate of Title Volume ~~12B~~ 13B	Folio	473
5059m² more or less being Lot 2 Deposited Plan 19992	in Certificate of Title Volume 13B	Folio	474
5093m² more or less being Lot 3 Deposited Plan 19992	in Certificate of Title Volume 13B	Folio	475
5063m² more or less being Lot 4 Deposited Plan 19992	in Certificate of Title Volume 13B	Folio	476
2.1163 hectares more or less being Lot 1 Deposited Plan 18813	in Certificate of Title Volume 13B	Folio	477

SECOND SCHEDULE

Servient Tenements	Dominant Tenements
(Lots on DP 19992)	(Lots on DP19992)
Lot 2	Lots 1,3 and 4 and Lot 1 DP 18813
Lot 3	Lots 1 & 2 and 4 and Lot 1 DP 18813
Lot 4	Lots 1 2 and 3 and Lot 1 DP 18813

THIRD SCHEDULE

At all times hereafter, the registered proprietors for the time being of the Lots described in the Second Schedule under the Column marked *"Servient Tenements"*

1. Shall not –

(a) Erect on to any Lot or build on any Lot or use on any Lot any temporary accommodation except where that temporary accommodation is used in conjunction with the construction of any house on the property provided always that the use of the temporary accommodation shall not be for more than 12 months from the date that it is first moved on to the site or erected on the site.

(b) Allow any second hand house or relocated house moved onto the Lot to remain unfinished externally for more that 12 months from the date of the house being moved on to the Lot.

(c) Allow any trees to grow on the Lot that will obstruct the view of the ridgeline of the hills to the north of the dominant Lots from 2 metres above any point on the servient Lots. (The intent behind this restriction is to prevent the shading of servient lots, by trees located on dominant lots, during the winter time).

2. Shall pay to the dominant tenement owner liquidated damages at the sum of twenty thousand dollars immediately upon receipt of a written demand for payment from the registered proprietor of any dominant tenement or his her or its solicitor where the registered proprietor of any servient tenement is in default of the provisions set out in 1(a), (b) or (c) of the Third Schedule. However, in any instance of default under Clauses 1(b), (b) or (c) of the Third Schedule the remedying of such default within one month of notice in writing requiring the removal of such cause of default and the payment by the Registered Proprietor of the defaulting servient tenement of all reasonable legal costs and other expenses incurred by the Registered Proprietor of the dominant tenement enforcing the said covenants shall avoid the payment of the penal sum of twenty thousand dollars prescribed above provided that this waiver shall not apply in respect of any subsequent default of a similar nature.

HAMISH STEVEN DENMEAD
NICOLA ANN DENMEAD
as Transferors/Transferees

H S Denmead

\\transfer\land\denmead DAVID GORDON PHILLIPS
Solicitor
Nelson

~~**In Consideration of the sum of**~~

paid to the Transferor by

(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~~

In witness whereof these presents have been executed this 14 day of June 2000

Signed by the Transferor

(~~by the affixing of its common seal~~)

in the presence of:

DAVID GORDON PHILLIPS
Solicitor
Nelson

MEMORANDUM OF TRANSFER

Correct for the purposes of the Land Transfer Act 1952

.....

SOLICITOR FOR THE TRANSFEREE

..... Transferor

..... 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.

.....

SOLICITOR FOR THE TRANSFEREE

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

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.

.....

Assistant / District Land Registrar of the

District of .....

.....

~~SOLICITOR FOR THE TRANSFEREE~~

and 1891474 to 76 - 3.21 pm (Transfer)

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NELSON
FOR REGISTRAR - GENERAL OF LAND
11.15 28 JUN 00 398756

AUCKLAND DISTRICT LAW SOCIETY 1993 (2)
REF 4082