

9

301756.11 COV  
Under the Land Transfer Act 1952

T 301756.11 TRANSFER  
CPY-01/01.PGS-004.02/09/02.12:31



DocID: 210638090

# Memorandum of Transfer

AGNES SHIRLEY LILLIAN RYAN of Nelson, Tour Operator and

COLE RYAN of Nelson, Engineer

being registered as proprietor s

in Fee Simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in all those piece s of land situated in the Land District of Nelson containing- described as

### SCHEDULE A

~~more or less being~~

- 600 m<sup>2</sup> being Lot 13 Deposited Plan 14749 in Certificate of Title Volume 9B Folio 536 ✓
- 600 m<sup>2</sup> being Lot 14 Deposited Plan 14749 in Certificate of Title Volume 9B Folio 537 ✓
- 600 m<sup>2</sup> being Lot 15 Deposited Plan 14749 in Certificate of Title Volume 9B Folio 538 X
- 600 m<sup>2</sup> being Lot 16 Deposited Plan 14749 in Certificate of Title Volume 9B Folio 539 ✓
- 510 m<sup>2</sup> being Lot 17 Deposited Plan 14749 in Certificate of Title Volume 9B Folio 540 X
- 517 m<sup>2</sup> being Lot 18 Deposited Plan 14749 in Certificate of Title Volume 9B Folio 541 ✓
- 557 m<sup>2</sup> being Lot 19 Deposited Plan 14749 in Certificate of Title Volume 9B Folio 542 X

subject to: Feenig Consents 41715 - 124785  
122765 CONDITIONS OF CONSENT  
Easement Certificate 122766

As to Lot 18 only Vic. byge 289332-3

T 302630  
29.10.90

9B/540 T 302505 24.10.90

10 280c

WHEREAS it is the Transferor's intention to create with reference to the allotments as set out in Schedule A hereto the Restrictive Covenants as set out in Schedule B hereto and the allotments as set out in Schedule 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 B hereto.

AND WHEREAS Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey himself

AND WHEREAS 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

AND WHEREAS AGNES SHIRLEY LILLIAN RYAN of Nelson, Tour Operator and COLE RYAN of Nelson, Engineer ("the Transferee") be desirous of accepting such conveyance and of entering into the covenants on the part of the Transferee hereinafter contained

NOW THEREFORE in pursuance of the said agreement AND IN CONSIDERATION of the sum of TEN CENTS (\$0.10) paid by the Transferee to the Transferor (the receipt of which sum is hereby acknowledged) the Transferor DOTH HEREBY TRANSFER unto the Transferee, <sup>as tenants in common in equal shares</sup> all its estate and interest in the land described in Schedule A hereto AND as incidental to and for the purposes of the said Transfer so as to bind the land described in Schedule A hereto and for the benefit of all the land described in Schedule C hereto the Transferee DOTH HEREBY COVENANT AND AGREE with the Transferor in the manner set out in Schedule B hereto 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 Lots described in Schedule C hereto.

#### SCHEDULE B

At all times hereafter the registered proprietors of the Lots described in Schedule A shall not erect or permit to be erected

Any dwelling, tree, building or other structure exceeding the heights specified below for each particular allotment which shall be a restrictive covenant running forever with the said Lots for the benefit of the Lots described in Schedule C.

Lot 13 109.01 metres above the Nelson City Council Datum  
Lot 14 111.28 metres above the Nelson City Council Datum  
Lot 15 114.52 metres above the Nelson City Council Datum  
Lot 16 117.11 metres above the Nelson City Council Datum  
Lot 17 119.17 metres above the Nelson City Council Datum  
~~Lot 18 121.51 metres above the Nelson City Council Datum~~  
Lot 19 124.94 metres above the Nelson City Council Datum  
Lot 18 121.51 metres above the Nelson City Council Datum.

#### SCHEDULE C

*YR*  
Lots 13, 14, 15, 16, 17, 18 & 19 Deposited Plan 14749  
THE TRANSFEEE HEREBY REQUESTS the land covenant herein be entered in the Register.

**In Consideration of**

(the receipt of which sum is hereby acknowledged)

**Do hereby Transfer to the said**

said land above described all estate and interest in the

**In witness whereof** these presents have been executed this

of September 1988

5th day

**Signed** by the above named

**AGNES SHIRLEY LILLIAN RYAN**

in the presence of:—

*Cole Ryan*  
*Cole*  
Solicitor  
Nelson

**Signed** by the abovenamed

**COLE RYAN**

in the presence of:—

*Cole*  
*Cole*  
Solicitor  
Nelson

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act

*[Signature]*

SOLICITOR FOR THE TRANSFEREE

I hereby certify that this transaction does not contravene the provisions of Part 11A of the Land Settlement Promotion and Land Acquisition Act 1952.

*[Signature]*

SOLICITOR FOR THE TRANSFEREE

I hereby certify that 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.

*[Signature]*

SOLICITOR FOR THE TRANSFEREE

The land covenant herein is cancelled as to Lot 19 DP 14749(9B/542) See Transfer 302515.1 - 24.10.1990 at 10.50 o/c.

*[Signature]*  
A.L.R.

..... Transferor

..... Transferee

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 .....

JAMES DOUGLAS GUTHRIE and JULIE GUTHRIE doth hereby consent to the registration of the within Transfer as Mortgagees pursuant to Mortgage Number 289332.3.

Signed by the abovenamed JAMES DOUGLAS GUTHRIE and JULIE GUTHRIE in the presence of:

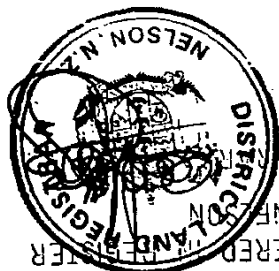
DATED at Nelson this 17<sup>th</sup> day of September 1990

*[Signature]*

Clerk to  
GLASGOW SON & TIDSWELL  
SOLICITORS, NELSON

Solicitors for the Transferee

X *[Signature]*  
X *[Signature]*



1.43 24.SEP90 301756.11



338098.7 Y

---

ROBERT MICHAEL GEPP

and

GLENDIA CHRISTINE GEPP

and

COLLEEN ELIZABETH MALCOLM

---

DEED OF COVENANT

---

---

**PITT & MOORE  
SOLICITORS  
NELSON**

**PARTIES:**

1. ROBERT MICHAEL GEPP, Builder and GLENDA CHRISTINE GEPP, Married Woman both of Nelson (jointly and severally called "the Grantors")
2. COLLEEN ELIZABETH MALCOLM of Nelson, Married Woman ("the Grantee")

**BACKGROUND:**

- A. The Grantors are the registered proprietors of the land described in the First Schedule.
- B. The Grantee is the registered proprietor of the land described in the Second Schedule.
- C. The Grantors have agreed to grant in favour of the Grantee restrictive covenants in the terms hereinafter appearing with the intention that the owner or occupier for the time being of the land in the First Schedule hereto should be bound by such restrictive covenants and that the owner or occupier for the time being of the land described in the Second Schedule hereto may be able to enforce the observance of such restrictive covenants by the owner or occupier for the time being of the land described in the First Schedule hereto.
- D. The Grantors have agreed not in certain circumstances to further subdivide the land described as Part Lot 2 Deposited Plan 15644.
- E. In consideration of the sum of TEN CENTS (\$0.10) paid by the Grantors to the Grantee (the receipt of which is hereby acknowledged), the Grantor has agreed to enter into these presents.

**THIS DEED RECORDS:**

1. In consideration of the terms hereof the Grantor hereby covenants with the Grantee in the manner set out in the Third Schedule hereto so that the said covenants shall run with each of the Lots shown as Servient Lots in the Fourth Schedule hereto for the benefit in perpetuity of each of the Lots shown as Dominant Lots in such Fourth Schedule.
2. The Grantors shall not on any subdivision of the land described as part Lot 2

Deposited Plan 15644 beyond that provided for in terms of Deposited Plan 16317 create any more than one further residential allotment which has or is intended to have access to Calamaris Street by way of the Right of Way specified in the memorandum of Easements on Deposited Plan 16317.

SIGNED by the parties before the Schedule.

SIGNED by the said  
ROBERT MICHAEL GEPP and  
GLENDA CHRISTINE GEPP  
in the presence of:

)  
) *R. M. Gepp*  
)  
) *G. C. Gepp*  
)

Witness: *[Signature]*  
Occupation: *Surveyor*  
Address: *[Signature]*

SIGNED by the said  
COLLEEN ELIZABETH MALCOLM  
in the presence of:

) *C. E. Malcolm*

Witness: *[Signature]*  
Occupation: *Surveyor*  
Address: *[Signature]*

**FIRST SCHEDULE**

1770m<sup>2</sup> being Lots 5, 6 and 7 on Deposited Plan 16317 contained in Certificates of Title

SUBJECT TO: Easement Certificates

10D/1051

1052

1053

PT 11B/1203



**SECOND SCHEDULE**

697m<sup>2</sup> being Lot 3 Deposited Plan 15739 contained in Certificate of Title 10B/925

**TOGETHER WITH:** Easement Certificates 323547.3 and

**SUBJECT TO:**

1. 301756.11 Land Covenant
2. Easement Certificate

**THIRD SCHEDULE**

The Registered Proprietors for the time being of each of Lots 5 and 6 comprising part of the land described in the First Schedule hereto shall not erect or permit to be erected on such land any structure including dwellings, outbuildings, masts and aerials or tree exceeding the height above a direct line between the survey pegs referred to below relating to each of such Lots:

<u>Lot Number</u>	<u>Survey Peg</u>	<u>Height</u>
5	RW 5 and RW 56	4.1 metres
6	RW 56 and RW 67	3.0 metres

The Registered Proprietor for the time being of Lot 7 comprising part of the land described in the First Schedule hereto shall not erect or permit to be erected on that part of such land within a strip 7 metres wide measured from, parallel to, and immediately adjoining the north western boundary of Lot 7 and extending for the full length of such boundary, a tree exceeding a height of one metre above survey peg RW 67 or any structure including dwellings, outbuildings, masts and aerials.

FOURTH SCHEDULE

Servient Lots

1051 Lot 5 Deposited Plan 16317

1052 Lot 6 Deposited Plan 16317

1053 Lot 7 Deposited Plan 16317

118/1203

Dominant Lots

Lot 3 Deposited Plan 15739

Lot 3 Deposited Plan 15739

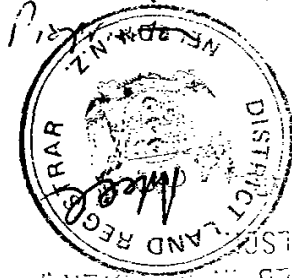
Lot 3 Deposited Plan 15739

LTO COPY

Correct for the purposes of the  
Land Transfer Act

*[Handwritten Signature]*

Solicitor for the Request



3380987 17.MAY94 042

PARTICULARS ENTERED IN REGISTER

LAND REGISTER

DISTRICT LAND

Vertical text on the right edge of the page, likely a page number or reference code, appearing as a series of small characters.

338098-8 Y

---

**ROBERT MICHAEL GEPP**

and

**GLEND A CHRISTINE GEPP**

and

**B R MALCOLM LIMITED**

---

**DEED OF COVENANT**

---

---

**PITT & MOORE**  
Solicitors  
Nelson

gepp6

**DEED OF COVENANT** dated

6<sup>th</sup> May

199~~7~~<sup>4</sup>

**PARTIES:**

1. **ROBERT MICHAEL GEPP** Builder and **GLEND A CHRISTINE GEPP** Married Woman, both of Nelson (jointly and severally called "the Grantors")
2. **B R MALCOLM LIMITED** at Nelson ("the Grantee")

**BACKGROUND:**

- A. The Grantors are the registered proprietors of the land described in the First Schedule.
- B. The Grantee is the registered proprietor of the land described in the Second Schedule.
- C. The Grantors have agreed to grant in favour of the Grantee restrictive covenants in the terms hereinafter appearing with the intention that the owner or occupier for the time being of the land in the First Schedule hereto should be bound by such restrictive covenants and that the owner or occupier for the time being of the land described in the Second Schedule hereto may be able to enforce the observance of such restrictive covenants by the owner or occupier for the time being of the land described in the First Schedule hereto.
- D. In consideration of the sum of **TEN CENTS** (\$0.10) paid by the Grantors to the Grantee (the receipt of which is hereby acknowledged) the Grantor has agreed to enter into these presents.

**THIS DEED RECORDS:**

1. In consideration of the terms hereof the Grantor hereby covenants with the Grantee in the manner set out in the Third Schedule hereto so that the said covenants shall run with each of the Lots shown as Servient Lots in the Fourth Schedule hereto for the benefit in perpetuity of each of the Lots shown as Dominant Lots in such Fourth Schedule.

**SIGNED** by the parties before the Schedule.

**SIGNED** by the said  
**ROBERT MICHAEL GEPP** and  
**GLEND A CHRISTINE GEPP**  
in the presence of:

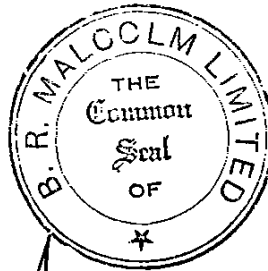
*Robert Michael Gepp*

Witness: *[Signature]* .....

Occupation: *[Signature]* .....

Address: *[Signature]* .....

**SIGNED** by the said  
**B R MALCOLM LIMITED**  
by affixing its common seal  
in the presence of:



Authorised Witness: *[Signature]* .....

Authorised Witness: .....

- 3 -

**FIRST SCHEDULE**

1064m<sup>2</sup> being Lots 5 and 6 on Deposited Plan 16317 contained in Certificates of Title

Subject to: Easement Certificates



**SECOND SCHEDULE**

420m<sup>2</sup> being Lot 2 Deposited Plan 15739 contained in Certificate of Title 10B/924  
Together with: Easement Certificates 323547.3 and  
Subject to: 301756.11 Land Covenant  
Easement Certificate

**THIRD SCHEDULE**

The Registered Proprietors for the time being of each of Lots 5 and 6 comprising the land described in the First Schedule hereto shall not erect or permit to be erected on such land any structure including dwellings, outbuildings, masts and aerals or trees exceeding the height above a direct line between the survey pegs referred to below relating to each of such Lots:

<u>Lot Number</u>	<u>Survey Peg</u>	<u>Height</u>
5	RW 5 and RW 56	4.1 metres
6	RW 56 and RW 67	3.0 metres

**FOURTH SCHEDULE**

**Servient Lots**

**Dominant Lots**

Lot 5 Deposited Plan 16317

Lot 2 Deposited Plan 15739

Lot 6 Deposited Plan 16317

Lot 2 Deposited Plan 15739

LTO COPY



Correct for the purposes of the  
 Land Transfer Act

Sojlor for the *Leahland*

338098.8 17.MAY.96 0.42

LAND REGISTER ZIN'NOSTE  
 LAND REGISTER ZIN'NOSTE  
 LAND REGISTER ZIN'NOSTE

ANTICIPATING ENTRIES IN REGISTER  
 NOSTE  
 AND REGISTER

# MEMORANDUM OF TRANSFER

**353761.1 T** Nelson

Land Registry Office

ROBERT MICHAEL GEPP, Builder and GLENDA CHRISTINE GEPP, Married Woman both of Nelson

(hereinafter called the Transferor) being registered as proprietor of an estate set out in the schedule below subject to such interests as are therein notified.

## SCHEDULE

ESTATE:	FEE SIMPLE	<del>LEASEHOLD</del>	<del>LICENCE</del>	<del>MORTGAGE</del>	<del>ENCUMBRANCE</del>
(Delete those which do not apply)					
C.T.	AREA	LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION OR DOCUMENT NO.			
10D/1051	476m <sup>2</sup>	Lot 5 Deposited Plan 16317			

### ENCUMBRANCES, LIENS AND INTERESTS

Subject To: All easements conditions covenants and restrictions set out on the title

Pursuant to an agreement dated 27/ 08 / 95 and

In consideration of the sum of \$ 62,000.00

paid to the Transferor by ERIC KAY DAVY, Police Officer and DIANE DAVY, ~~Housewife~~ / Consultant both of Nelson

(hereinafter called the Transferee) the receipt of which sum the Transferor hereby acknowledges the Transferor hereby transfers to the Transferee all the estate and interest of the Transferor in the land described in the schedule hereto.

~~PROVIDED ALWAYS that the Transferor shall not be liable nor be called upon to erect or repair or contribute towards the cost of erection or repair of any boundary fence between the land hereby transferred and any land now owned by the Transferor adjoining thereto but this proviso shall not enture for the benefit of any purchaser of such adjoining land. The Transferee shall be bound by a fencing~~

covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor.  
In witness whereof these presents have been executed this 24th day of November 1995

Signed by the above-named  
**ROBERT MICHAEL GEPP** and  
**GLENDA CHRISTINE GEPP**  
in the presence of\*

\*Witness should be a Solicitor, Postmaster, J.P. or other person approved by the Registrar.

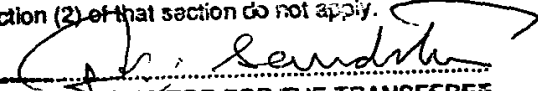
  
David William Farnsworth  
Solicitor  
Nelson

I hereby certify that Part IIA of The Land Settlement Promotion and Land Acquisition Act 1952 does not apply to the within transaction.

Transfer correct for the purposes of the Land Transfer Act.

  
Solicitor for the Transferee

I hereby certify that 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 TRANSFEREE

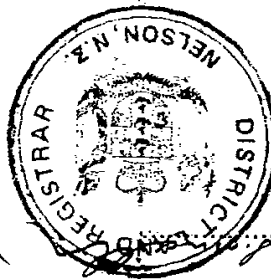
Particulars entered in the Register at the date and at the time recorded below.

.....  
*District Land Registrar  
Assistant of the District of*

# TRANSFER

McFadden McMeeken Phillips  
Barristers & Solicitors  
P.O. Box 656  
Nelson

THE CANTON PRESS, CHRISTCHURCH



ASST. LAND REGISTRAR  
LAND REGISTRY NELSON  
PARTICULARS ENTERED IN REGISTER

10.04.27. NOV 95 353761.1

