

400483.10 T

# **TRANSFER**

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**

**TRANSFER**  
**Land Transfer Act 1952**

*If there is not enough space in any of the panels below, cross reference to and use the approved annexure schedule: no other format will be received*

**Land Registration District**

Nelson

**Certificate of Title No.      All or Part?      Area and legal description - *Insert only when part or Stratum, CT***

13B	923	All	13B/927	All	13B/929	All	13B/931	All	13B/937	All
13B	924	All	13B 928	All	13B 930	All	13B/932	ALL		
13B	925	All	("the Servient Lots")				13B/933	ALL		
13B	926	All					13B/934	ALL		

**Transferor Surnames must be underlined**

Templemore Estate Limited at Nelson

**Transferee Surnames must be underlined**

Templemore Estate Limited at Nelson

**Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No ...; Right of way etc***

Fee Simple subject to Land Covenants (continued on Annexure Schedule)

**Consideration**

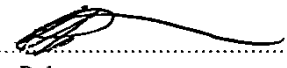
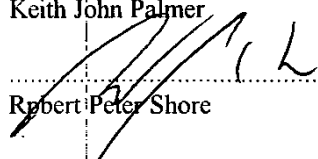
\$1.00 (One Dollar)

**Operative Clause**

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created

Dated this 27<sup>th</sup> day of June 1900

**Attestation**

TEMPLEMORE ESTATE LIMITED by two of its Directors:   Keith John Palmer                      Director   Robert Peter Shore                      Director  Signature or common seal of Transferor / Transferee	Signed in my presence by the Transferor Signature of Witness  Witness to complete in <b>BLOCK</b> letters (unless typewritten or legibly stamped)  Witness name Occupation Address
--	--

**Certified correct for the purposes of the Land Transfer Act 1952**

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.

  
 Solicitor for the Transferee

## Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

Transfer

dated

27-6-00

page

2

of

4

pages

Continuation of "Estate or Interest or Easement to be Created"

1. It is the Transferors intention to create for the benefit of the land described in Schedule A herein ("the Dominant Lots") the Land Covenant set out in Schedule B herein over the Servient Lots referred to herein TO THE INTENT THAT the Servient Lots shall be bound for a period of 21 years from the date of this Transfer by the stipulations and restrictions set out in Schedule B and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lots.
2. Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey property to itself.
3. 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 itself shall be as valid as if made with another.
4. The Transferee wishes to accept such conveyance and enter into the covenants on the part of the Transferee contained herein.
5. As incidental to the transfer of the Servient Lots so as to bind the Servient Lots for the benefit of the Dominant Lots the Transferee HEREBY COVENANTS AND AGREES in the manner set out in Schedule B herein so that the covenants run with the Servient Lots for the benefit of the Dominant Lots.

### SCHEDULE A

Certificates of Title 13B/923 to 13B/937 inclusive ("the Dominant Lots")

### SCHEDULE B

1. The Transferee will not for a period of 21 years from the date of this Transfer erect or permit to be erected upon the servient lot:
  - a. Any dwelling with an internal floor area of less than 130m<sup>2</sup> excluding any garaging or outbuildings;
  - b. Any dwelling without first obtaining the written approval of the Transferor to the design and colour scheme for the building.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



## Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

Transfer

dated

27-6-00

page

3

of

4

pages

The Transferee will prior to the commencement of any development or building works provide the Transferor with a set of plans sufficient to enable the Transferor to properly assess the nature of the proposed development on the servient lots and any building thereon and will provide the Transferor with any further information the Transferor may reasonably require. If the Transferor fails to indicate to the Transferee whether it approves or disapproves of the Transferee's proposed development or building works within 15 working days after actual delivery to the Transferor of a sufficient set of plans as hereinbefore referred to, then such failure shall be deemed to be an approval by the Transferor of such plans. The provisions of this clause shall require the Transferee to obtain the consent of the Transferor, Templemore Estate Limited only to a development and/or building and the consent of any other registered proprietor who may obtain the benefit of these presents shall be neither necessary nor required.

- c. Any dwelling, building or other structure with an external wall cladding:
- i. of Hardie weatherboards smooth type or similar smooth product or any plank wider than 180mm, or
  - ii. of corrugated iron, Coloursteel or other metallic cladding;
- where the total area of external cladding comprising such material exceeds 20% of the total area of external cladding, and whether or not the claddings described in (i) or (ii) above shall be unpainted or painted and/or coated during or subsequent to manufacture.
- d. A 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 precoated in the manufacturing process shall not be in breach of this restriction.
- e. Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material. Any buildings other than of the style and quality similar to the dwelling erected or to be erected on the Transferee's lot.
- f. (i) Any dwelling or out building higher than 6m above the natural ground level in respect of Lots 1-9 inclusive on Deposited Plan 20129 provided there is only single story construction with no living areas either by way of mezzanine floor or second storey within the roof space whether or not the intended above first storey space has windows.
- (ii) Any dwelling or out building higher than 6.5m above the natural ground level in respect of Lots 10 and 11 inclusive on Deposited Plan 20129.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



## Annexure Schedule

TRANSFER

Dated

27-6-00

Page

4

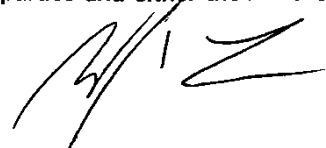
of

4

Pages

- g. Any mast, aerial, tree or shrub higher than 7m above the natural ground level of lots 1-9 inclusive and 7.5m in respect of lots 10 and 11.
  - h. Any dwelling, building or other structure to remain in an unfinished state for more than six months from commencement of the erection of such dwelling, building or other structure.
  - i. Any garage, outbuilding or fence except in permanent materials of natural timber, brick, stone, rock or plaster.
  - j. Any boundary fence encompassing the front yard (including any road boundary fence) exceeding a height of 1.8m above average ground level of the respective servient lot.
  - k. More than one dwelling per title. For the purpose of this clause a dwelling shall mean a single self-contained housekeeping unit as described in the District Plan prevailing at the time the building consent is granted.
2. The Transferee will not live on site in temporary accommodation whilst constructing the principal dwelling.
  3. The Transferee will not for a period of 21 years from the date of this Transfer subdivide any servient lot and the term "subdivide" shall have the same meaning as a "subdivision of land" defined in section 218 Resource Management Act 1991.
  4. The Transferor will not be liable for any action it takes or fails to take or for any breach of these restrictions or otherwise and the registered proprietors for the time being for the servient lots shall indemnify and keep indemnified the Transferor and its successors and assigns (other than successors in title after registration of a Memorandum of Transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or under or by virtue of this Land Covenant in respect of the servient lots which have been transferred by the Transferor to another registered proprietor.
  5. In the event of there being any dispute as to the scope interpretation, implementation or meaning of the covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the Transferor or Transferee can agree upon one or failing agreement then to the arbitration of two arbitrators one to be appointed by each party to the reference, or their umpire, to be appointed before entering into the business of the reference to arbitration to be carried out under the provisions of the Arbitration Act 1996 or any amendments thereto or any legislation enacted in substitution thereof.
  6. The registered proprietor shall not use nor permit the use of the servient lot for other than private residential purposes to the intent that such property shall not be used institutional residential purposes or as a hostel, lodge, or boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or local government agencies or public or private health sector agencies.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



# TRANSFER

Land Transfer Act 1952

111.00 30.AUG60 400483.10

PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NELSON  
FOR REGISTRAR - GENERAL

*Term: 21 years from  
27 June 2000*



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**TRANSFER**  
**Land Transfer Act 1952**

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

**Land Registration District**

NELSON ✓

**Certificate of Title No.**

13B ✓

930 ✓

**All or Part?**

ALL ✓

**Area and legal description — Insert only when part or Stratum, CT**

**Transferor Surnames must be underlined**

TEMPLEMORE ESTATE LIMITED ✓

**Transferee Surnames must be underlined**

STUART IVAN MILLER and ✓

HELEN JEAN CHISNALL ✓

**Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No. ....; Right of way etc.**

FEE SIMPLE AND THE TRANSFEEE SHALL BE BOUND BY A FENCING COVENANT AS DEFINED IN SECTION 2 OF THE FENCING ACT 1978 IN FAVOUR OF THE TRANSFEROR ✓

**Consideration**

\$89,000.00 ✓

**Operative Clause**

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

**Dated this**

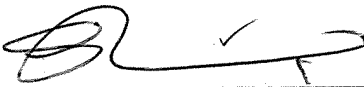
20th

**day of**

March 2001 ✓

**Attestation**

TEMPLEMORE ESTATE LIMITED  
by two of its Directors



K Palmer



R P Shore

Signature, or common seal of Transferor

~~Signed in my presence by the Transferor  
Signature of Witness~~

~~Witness to complete in BLOCK letters  
(unless typewritten or legibly stamped)~~

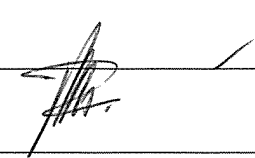
~~Witness name~~

~~Occupation~~

~~Address~~

Certified correct for the purposes of the Land Transfer Act 1952

REF: 4130

  
Solicitor for the Transferee

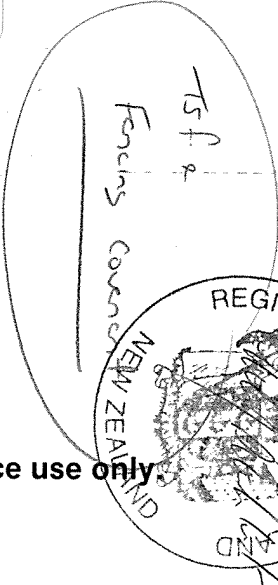
# TRANSFER

## Land Transfer Act 1952

REGISTERED  
TRANSFER

Law Firm Acting
Richmond Law 2 McGlashen Avenue Richmond Nelson Telephone: (03) 544-7949

Auckland District Law Society  
REF: 4130



PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY NEW ZEALAND  
FOR REGISTRAR - GENERAL

10.45 04.APR01 405797.1

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(except for "Law Firm Acting")