

Transfer instrument
Section 90, Land Transfer Act 1952

T 6731460.10 Transfer

Cpy - 01/01, Pgs - 011, 26/01/06, 11:10



DocID: 211639506



Land registration district

NELSON

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

Refer to Annexure
Schedule

Transferor

Surname(s) must be underlined or in CAPITALS.

Christopher Roger CLENSHAW and Eleanor Mary CLENSHAW

Transferee

Surname(s) must be underlined or in CAPITALS.

Christopher Roger CLENSHAW and Eleanor Mary CLENSHAW

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created

State if fencing covenant imposed.

Fee Simple subject to land covenants (continued on Annexure Schedule)

Operative clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this 19th day of December 2005

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

Christopher Roger CLENSHAW

Eleanor Mary CLENSHAW

Signature [common seal] of
Transferor

Signed in my presence by the Transferor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation DAVID GORDON PHILLIPS
Solicitor
Nelson

Address

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

[Solicitor for] the Transferee

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Continuation of Certificate of Title

Certificate of Title All or Part?

[Lot 10]	249531	Ace
[Lot 12]	249533	Ace
[Lot 14]	249535	Ace
[Lot 16]	249537	Ace
[Lot 17]	249538	Ace
[Lot 19]	249540	Ace
[Lot 20]	249541	Ace
[Lot 21]	249542	Ace
[Lot 22]	249543	Ace
[Lot 23]	249544	Ace
[Lot 24]	249545	Ace

Handwritten initials and signature: "MB" and "lmc" with a scribble below.

Continuation of Estate or Interest or Easement to be Created

1. It is the Transferor's intention that the Lots specified as "Servient Lots" in Schedule B are to be subject to the land covenants specified in Schedule A for the benefit of each of the Lots specified as "Dominant Lots" in Schedule B TO THE INTENT that the Servient Lots shall be bound forever by the stipulations and restrictions set out in Schedule A and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of any such stipulations and restrictions against the owners and occupiers 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 or 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 A herein so that the covenants run with and bind the Servient Lots for the benefit of the Dominant Lots.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Handwritten signatures and initials in the box.

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SCHEDULE A

[Covenants to be Registered on Lots 10, 12, 14, 16, 19, 20, 21, 22, 23 and 24]

Covenants

1. Interpretation

1.1 In these covenants, unless the context otherwise requires:

Permitted Colours means colours that are (in the sole discretion of the Transferors **CHRISTOPHER ROGER CLENSHAW** and **ELEANOR MARY CLENSHAW**) are non-intrusive in order to blend with the surrounding area.

Subdivide has the same meaning given to the expression "subdivision of land" defined in Section 218 of the Resource Management Act 1991.

Allotment(s) and Lots means present or future allotment(s).

2. Subdivision and Structures

2.1 The registered proprietors of the Servient Lots described in Schedule B covenant for the benefit of the relevant Dominant Lots described in Schedule B not at any time hereafter to:

2.1.1 Subdivide any of the allotments.

2.1.2 Erect or permit to be erected upon any Servient Lot:

- (i) Any more than one dwelling and associated outbuildings;
- (ii) A dwelling with a floor area of less than 170m² (provided that the dwelling to be erected on Lot 6 shall have a floor area of not less than 135m², and on Lot 16 and Lot 19 shall have a floor area of not less than 150m²). For the purposes of this clause, floor area excludes:

- (1) Garaging;
- (2) Carports;
- (3) Detached outbuildings;

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(4) Roof overhangs (except as provided below);

(5) Decking;

For the purposes of this clause, the floor area includes:

(1) Internal and external walls of the dwelling;

(2) Internal fixtures of the dwelling;

(3) Roof overhangs that encompass a verandah, pergola or porch that is attached to the dwelling;

(iii) A dwelling without a double garage or garaging having an area of less than 36m².

(iv) Any dwelling or attached structure with an external wall cladding of:

(1) "Hardiplank", "Fibrolite", "Hardiflex", "Hardibacker" or other flat plywood or flat fibre-cement sheeting or cladding of similar nature, composition or construction, the area of which exceeds 20% of the total area of the dwelling, building or other structure on each occasion as the case may be;

(2) Corrugated iron, Coloursteel or other metallic cladding, the area of which exceeds 30% of the total area of the dwelling;

(3) Board and batten or plywood board or batten (except for garden sheds).

The provision of sub-clauses (1), (2), and (3) of this sub-clause (iv) shall apply irrespective of whether or not any such cladding is unpainted or painted and/or coated during or subsequent to manufacture PROVIDED THAT the restrictions contained in paragraph (1) of this sub-clause iv shall not apply to the cladding referred to in that sub-clause where that cladding is coated with a proprietary textured finish or traditional sand and cement plaster finish. Otherwise the provision of paragraphs (1), (2), and (3) of this sub-clause (iv) shall apply irrespective of whether or not any of the claddings referred to in those paragraphs are unpainted or painted and/or during or subsequent to manufacture.

(v) Any dwelling, building or other structure with a roof of an unconventional design. For the purposes of this sub-clause (v) "unconventional design" includes a single pitch roof.

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- (vi) Any dwelling, building or other structure with a roof cladding of corrugated iron, whether painted or unpainted, or a roof cladding of Coloursteel "Trimline" or similar type of roof cladding products **PROVIDED THAT** decramastic or Coloursteel corrugated iron or other products of corrugated iron painted or coated in the manufacturing process shall not be in breach of this condition as long as they are painted or coated in Permitted Colours. The Transferors, **CHRISTOPHER ROGER CLENSHAW** and **ELEANOR MARY CLENSHAW** shall have absolute discretion to determine whether any roof cladding complies with the terms of this clause.
- (vii) 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.
- (viii) Any dwelling, building or structure of an "A" frame style or construction;
- (ix) Any dwelling, building or structure using pole foundations where the poles are not enclosed;
- (x) Any dwelling of a shape which is a single rectangle or without containing at least one roof break or full valley in the roof;
- (xi) A pre-used dwelling, building or structure;
- (xii) Any fence (including any road boundary fence), gate or entry structure upon a Servient Lot that is:
- (1) Constructed of "Hardiplank", "Fibrolite", "Hardiflex", "Hardibacker" or other flat plywood or flat fibre-cement sheeting or cladding of a similar nature, composition or construction which is not coated with a proprietary textured finish or traditional sand and cement plaster finish;
 - (2) Constructed of corrugated iron, coloursteel or other metallic cladding material;
 - (3) Constructed of second hand materials, except bricks;
 - (4) Painted or coated in a colour other than a Permitted Colour;
 - (5) Higher than 2 metres above the natural ground level. The ground level for the purposes of measuring this height shall be the level prior to any excavation or filling of land other than that undertaken at the time of subdivision to prepare the Lot.

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(6) Within 5 metres of the property boundary fronting any road.

- (xiii) Any dwelling, building or structure constructed of pre-used materials (excluding bricks);
- (xiv) Any building or structure that is not of a design, colour or exterior cladding matching or compatible with the design, colour or exterior cladding of the dwelling to which it relates;
- (xv) Any letterbox not in keeping with the general standard of the subdivision and design of the dwelling;
- (xvi) Any dwelling, building, mast, aerial or other structure of any nature whatsoever:
 - (1) That has windows, sky lights or doors within the roof structure – provided that the Transferor **CHRISTOPHER ROGER CLENSHAW** and **ELEANOR MARY CLENSHAW** may at their sole discretion entirely waive this provision if they are satisfied that any window, sky light or door in the roof structure does not unreasonably affect the privacy of any Dominant Lot or Lots.
 - (2) That exceeds a height of 6.5 metres in the case of a mast, aerial or other structure.
 - (3) Any dwelling or building other than a single storey dwelling or building (except that Lots 14, 16, 19, 20 and 21 may have a dwelling house with an under-floor garage without being in breach of this restriction. But, the floor slab above any such under floor garage must not be elevated above natural ground level at the highest point of intersection with the section interface).
 - (4) The height in relation to any dwelling, building, structure, mast or aerial means the vertical distance between the highest point of the dwelling, building, mast, aerial or structure and the ground level immediately below that point. The ground level for the purposes of measuring this height shall be the level prior to any excavation of the building platform or any filling of the land other than that undertaken at the time of subdivision to prepare the sections.
- (xvii) Any caravan, house truck, tent or similar means of providing temporary or supplementary accommodation for the purposes of providing supplementary accommodation on the Lot (either before or after the building of a dwelling) **PROVIDED** that storage of such item on the Lot shall be allowed, and temporary

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holiday accommodation of a short term nature once the dwelling house has been completed shall also be allowed.

(xviii) Any dwelling or building incorporating any type of solid fuel burner, or any garden incinerator on any land surrounding the dwelling.

(xix) Any dwelling, garage or building incorporating a "tilta" type door. Sectional type doors shall not be in breach of this restriction.

(xx) In order to maintain the openness of the streetscape:

(1) No landscaping or structures (including retaining walls) that change the natural ground levels;

(2) No plants, trees or shrubs higher than 1 metre that have the effect of forming a continuous hedge;

shall be undertaken within 5 metres of the property boundary fronting any road.

(xxi) Any dwelling, building or structure where the front setback is less than 5 metres and the internal setback is less than 3 metres except that on corner sites where the minimum front setback shall be 4.5 metres. The Transferor, **CHRISTOPHER ROGER CLENSHAW** and **ELEANOR MARY CLENSHAW** reserves the right to vary these requirements at their discretion.

(xxii) Store or bring or allow to be stored on the Lot in front of the dwelling and/or within 5 metres of the property boundary (after construction of the dwelling has been substantially completed), or on any road or thoroughfare in the subdivision, any caravan, recreational vehicle, craft, trailer, trade vehicle or other equipment, materials or machinery (called "vehicles"), unless garaged or screened from any road adjacent to the Lot so as to preserve the amenities of the neighbourhood. Short term parking by visitors and tradespeople of vehicles that are in daily use shall not be in breach of this restriction.

2.1.3 Erect any dwelling, building or other structure whatever without first having obtained the written confirmation of the Transferors **CHRISTOPHER ROGER CLENSHAW** and **ELEANOR MARY CLENSHAW** that the proposed dwelling, building or other structure, including roofline, letterbox and fences, comply with these restrictions. On seeking such confirmation the registered proprietor(s) shall provide full plans and specifications (including details of colours and materials of the roof, fascias, window surrounds and cladding) for the Transferor's consideration prior to lodging plans with the local authority for building consents. The Transferor's intention in this clause is to check that the dwelling, building or other structure to be erected on a Servient Lot is of sufficient

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quality, design and value in keeping with these restrictions and the subdivision generally.

- 2.1.4 Make any alterations or changes to the plans or specifications of the dwelling, building or structure (once approved by the Transferor in terms of clause 2.1.3) during the construction process without first having obtained the Transferor's written approval.
- 2.1.5 Use or permit to be used any Servient Lot or part thereof for any trading or commercial purpose that by reason of noise, smell, visual appearance or any other reason unreasonably detracts from the use and enjoyment of a Dominant Lot by the owners or occupiers of the Servient Lot, or use the Servient Lot for institutional residential purposes or as a hostel, lodge or boarding house PROVIDED THAT (with the Transferors **CHRISTOPHER ROGER CLENSHAW** and **ELEANOR MARY CLENSHAW**'s prior written approval) any dwelling erected on a Servient Lot may be used for the purposes of a showhome for a period of time not exceeding 2 years from the date that such dwelling is first used as a showhome. 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, or public or private retirement care providers, or public or private educational providers.
- 2.1.6 Allow rubbish or waste materials to accumulate on any Servient Lot or allow any Servient Lot to become untidy or unsightly.
- 2.1.7 Except in respect of the trim thereof, paint or coat or permit to be painted or coated the exterior of any dwelling, building or structure in a colour other than Permitted Colours.
- 2.1.8 Reside in any dwelling house without its exterior completed, including all exterior painting.
- 2.1.9 Allow any dwelling house to remain in an incomplete state for more than twelve (12) months from the laying down of the foundations for such dwelling.
- 2.1.10 Cut, fell or damage any trees planted on the road reserve or any other reserve shown on the subdivision survey plan or take any action in respect of any such trees to prevent them growing to their full maturity.
- 2.1.11 Grow or permit to grow upon any Servient Lot any tree, shrub or other plant of any variety whatsoever to such extent that it unreasonably interferes with the sunlight to, or view from, any Dominant Lot.
- 2.1.12 Allow the grass and other vegetation on the Servient Lot to be left uncut or untidy, or the grass to grow longer than 100mm. The Transferor may cut the grass on any Servient

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Lot not complying with this clause following 7 days after the Transferor has notified the registered proprietor to comply with this clause and the registered proprietor shall pay the Transferor all its costs in doing so. The provisions of this clause shall only apply prior to the commencement of building on the Servient Lot.

- 2.1.13 Any animal (including dogs and other domestic pets) to be kept in or about the Servient Lot and buildings thereon which is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the registered proprietor(s) of the Servient Lot shall not keep or allow to be kept on the Lot any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds.
- 2.1.14 Construct any clothesline in such a way as to be highly visible from any road or street frontage or construct any letterbox which is not aesthetically sensitive in terms of design or location.
- 2.1.15 Retain any Servient Lot for more than twenty four (24) months from the date of possession (being the date of legal possession and/or taking title) without erecting a dwelling thereon. The registered proprietor shall complete construction of all buildings on the Servient Lot within twelve (12) months of first laying down the foundations for such buildings, but in no case shall any building remain unfinished for more than twelve (12) months from the date of first laying down the foundations or twenty four (24) months of the date of possession (as earlier described), whichever is the later. Further, the registered proprietor shall within eighteen (18) months of first laying down the foundations of any building, complete all ancillary works such as fencing and landscaping and completing in a proper and tradesmanlike manner a driveway for the vehicle access in a permanent continuous surfacing of concrete, concrete block, brick paving or hot mix asphalt.
- 2.1.16 The Transferor **CHRISTOPHER ROGER CLENSHAW** and **ELEANOR MARY CLENSHAW** reserve the right to grant written dispensation to allow variation from the restrictions in clauses 2.1.2 to 2.1.16 inclusive provided such variation meets the Transferors' reasonable expectations for the subdivision development.

3. Disputes

- 3.1 If any dispute or difference shall arise between the registered proprietor(s) of one allotment and the registered proprietor(s) of another allotment or the registered proprietor(s) of one allotment and the Transferor **CHRISTOPHER ROGER CLENSHAW** and **ELEANOR MARY CLENSHAW** (herein "the Transferor") in respect of any matter arising out of these covenants or the application of them then such dispute or difference shall be determined by the Transferor or entirely at the Transferor's discretion some other person appointed by the Transferors for that purpose whose decision shall be final

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and binding. The costs and expenses of resolving any such dispute or difference shall be borne in such proportion as the person determining the dispute shall in that person's absolute discretion determine.

4. Surrender

4.1 If the registered proprietor(s) of any Dominant Lot should wish to surrender the benefit of any of these covenants then the registered proprietor(s) of the Servient Lots concerned shall, upon being requested to do so, consent to such surrender and execute such documents and do all such things to enable the surrender (of the Dominant Lots interest only) and registration of it to be effected.

5. Exclusion of Liability

5.1 **CHRISTOPHER ROGER CLENSHAW** and **ELEANOR MARY CLENSHAW** will not be liable because of any action they take or fail to take or for any default in any dwelling, building, fence or other structure erected on any Lot or at all as a result of these covenants or otherwise and the registered proprietors for the time being of the Servient and the Dominant Lots shall indemnify and keep indemnified the said **CHRISTOPHER ROGER CLENSHAW** and **ELEANOR MARY CLENSHAW** and their legal successors (other than successors in title after registration of a Transfer Instrument) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this Transfer.

SCHEDULE B

Servient Allotment on DP 361354

- Lot 10
- Lot 12
- Lot 14
- Lot 16
- Lot 19
- Lot 20
- Lot 21
- Lot 22
- Lot 23
- Lot 24

Dominant Allotment on DP 361354

- Lots 12, 14, 16, 19, 20, 21, 22, 23, 24
- Lots 10, 14, 16, 19, 20, 21, 22, 23, 24
- Lots 10, 12, 16, 19, 20, 21, 22, 23, 24
- Lots 10, 12, 14, 19, 20, 21, 22, 23, 24
- Lots 10, 12, 14, 16, 20, 21, 22, 23, 24
- Lots 10, 12, 14, 16, 19, 21 to 24
- Lots 10, 12, 14, 16, 19, 20, 22 to 24
- Lots 10, 12, 14, 16, 19, 20, 21, 23 and 24
- Lots 10, 12, 14, 16, 19, 20, 21, 22 and 24
- Lots 10, 12, 14, 16, 19, 20, 21, 22 and 23
- (Plus – Lot 17 [being the existing Clenshaw house property at 78 Hill Street, Richmond])

To LINZ: Please also register the within land covenants over the titles to the Dominant Lots shown in Schedule B.

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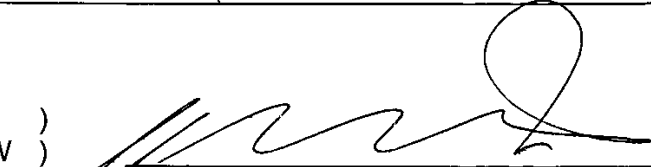
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Continuation of Attestation

SIGNED by the Transferee
Christopher Roger CLENSHAW)
and Eleanor Mary CLENSHAW)
in the presence of:)





Witness Signature:

Name:

Occupation:

Address:

DAVID GORDON PHILLIPS
Solicitor
Nelson

FOR MARKETING
PURPOSES ONLY

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