



DocID: 210460158

DEED OF MODIFICATION OF HEIGHT RESTRICTIONS

THIS DEED made this 21st day of March 2001

BETWEEN K B QUARRIES LIMITED a duly incorporated company at Christchurch together with its successors and assigns and referred to herein as K B Quarries

AND PAUL KENNETH NAPIER and NICOLA LARTISHA NAPIER both of Nelson, together with their executors, administrators and assigns and referred to herein as the second party

AND GORDON LAWRENCE DACOMBE and ANNETTE ROSALEE DACOMBE both of Nelson, together with their executors, administrators and assigns and referred to herein as the third party

WHEREAS K B Quarries is registered as proprietor of all of the land described in Schedule A annexed to this Deed being land in residential Lots on Deposited Plan 20177 (Nelson Registry) and Lot 75 Deposited Plan 301791 being as to that part marked G on Deposited Plan 301791 the same land previously comprised in Lot 75 Deposited Plan 20177

AND WHEREAS the second party are registered as proprietors of Lot 74 on Deposited Plan 20177 being the land in Certificate of Title 13B/1072 (Nelson Registry). *JH*

AND WHEREAS the third party are registered as proprietors of Lot 40 on Deposited Plan 20177 being the land in Certificate of Title 13B/1085 (Nelson Registry).

AND WHEREAS by transfer number 400021.10 dated 19 July 2000 (referred to herein as "the transfer") K B Quarries transferred certain land to itself for the purposes of establishing covenants by way of height restrictions as detailed in subparagraphs (a) - (h) both inclusive of paragraph 5 of Schedule C of the transfer which covenants are referred to herein as "the height restrictions"






AND WHEREAS the parties hereto have agreed upon and wish to modify the height restrictions



NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

*KB* *JN* *AR*  
*AS* *AN* *NW*

1. In consideration of their mutual covenants and agreements for modification of the height restrictions K B Quarries, the second party and the third party HEREBY MUTUALLY COVENANT AND AGREE that the height restrictions be modified in the manner herein set out which provisions shall apply in replacement of each of the subparagraphs (a) – (h) of paragraph 5 of Schedule C of the transfer namely:

"5" Not to erect, cause or permit any building, tree, fence or structure:

- (a) On Lot 65 higher than 6.5 metres above the boundary peg 65/R/66 or a maximum height of 147.63 metres above the Nelson City Council datum. This restriction is for the benefit of Lots ~~7~~, 85 and 86 on Deposited Plan 20177. 
- (b) On Lot 66 higher than 7.87 metres above the boundary peg 65/R/66 or a maximum height of 149.00 metres above the Nelson City Council datum. This restriction is for the benefit of Lots ~~4~~ and 64 on Deposited Plan 20177. 
- (c) On Lots 67 and 68 higher than 8.53 metres above the boundary peg 67/R/68 or a maximum height of 150.00 metres above the Nelson City Council datum. This restriction is for the benefit of Lots 40, and 64 on Deposited Plan 20177.
- (d) On Lot 69 higher than 9.55 metres above the boundary peg 69/R/70 or a maximum height of 151.00 metres above the Nelson City Council datum. This restriction is for the benefit of Lots ~~1~~ and 40 on Deposited Plan 20177. 
- (e) On Lot 70 higher than 7.55 metres above the boundary peg 69/R/70 or a maximum height of 149.00 metres above the Nelson City Council datum. This restriction is for the benefit of Lots ~~7~~, 85 and 86 on Deposited Plan 20177. 
- (f) On Lots 71 and 72 higher than 7.51 metres above the boundary peg 71/R/72 or a maximum height of 149.00 metres above the Nelson City Council datum. This restriction is for the benefit of Lots ~~7~~, 86 and 87 on Deposited Plan 20177. 
- (g) On Lots 73 and 74 higher than 8.35 metres above the boundary peg 73/R/74 or a maximum height of 150.00 metres above the Nelson City Council datum. This restriction is for the benefit of Lot ~~7~~ on Deposited Plan 20177.

 P.N. N.W.  


and within area G on Deposited Plan 301791  
 (h) On Lot 75/higher than 9.96 metres above the boundary peg 75/R or a maximum height of 149.50 metres above the Nelson City Council datum.  
 This restriction is for the benefit of Lots ~~4 and~~ 74 on Deposited Plan 20177.

2. Save as modified by this Deed all of the restrictions obligations and covenants contained in and arising from the transfer shall continue in full force and effect.
3. K B Quarries, the second party and the third party each request that the land covenants as modified be entered in the Register.

**SCHEDULE A**

<u>Lot no.</u>	<u>D P no.</u>	<u>CT ref.</u>
<del>1</del>	<del>20177</del>	<del>13B/1061 (part)</del>
64	20177	13B/1062
65	20177	13B/1063
66	20177	13B/1064
67	20177	13B/1065
68	20177	13B/1066
69	20177	13B/1067
70	20177	13B/1068
71	20177	13B/1069
72	20177	13B/1070
73	20177	13B/1071
75	<del>20177</del> 301791	<del>13B/1073</del> 7302
85	20177	13B/1082
86	20177	13B/1083
87	20177	<del>13B/1087</del> 13B/1084

IN WITNESS WHEREOF the parties to this Deed have executed the same on the date and year set out above.

SIGNED by K B QUARRIES )  
 LIMITED by KEVIN RICHARD ) *K.R. Blair*  
 BLAIR as director in the presence of:)

M B O'Regan  
 Solicitor  
 Christchurch

SIGNED by  
PAUL KENNETH NAPIER &  
NICOLA LARTISHA NAPIER  
in the presence of:

) *Paul Napier*  
)  
) *Nicola Napier*

*[Signature]*  
BELINDA CLARK  
LEGAL EXECUTIVE  
NELSON

SIGNED by  
GORDON LAWRENCE DACOMBE &  
ANNETTE ROSALEE DACOMBE  
in the presence of:

) *Gordon Dacombe*  
)  
) *Annette Dacombe*

*[Signature]*

KATHERINE ALICE CARR  
SOLICITOR  
NELSON

Correct for the purpose  
of the Land Transfer Act  
*[Signature]*  
Shute for parties

TRANSFER  
Land Transfer Act 1952

400021.10 T

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. All or Part? Area and legal description - *Insert only when part or Stratum, CT*

13B	727	Part	Refer schedule B1 and B2 (as set out in annexure schedule page 3)
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Transferor Surnames must be underlined

KB. Quarries Limited at Christchurch

Transferee Surnames must be underlined

KB. Quarries Limited at Christchurch

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

Fee Simple

Consideration

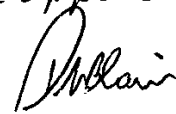
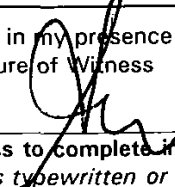
\$1.00

Operative Clause

~~The TRANSFEROR for the above consideration (receipt of which is acknowledged) TRANSFERS to the TRANSFEE 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 (continued on pages 2, 3, 4, 5 and 6 annexure schedule)~~

Dated this 19<sup>th</sup> day of July 2000 ~~19~~

Attestation

KB. Quarries Limited by David Richard Blain an appointed person  	Signed in my presence by the Transferor by an appointed person Signature of Witness  
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name M B O'Regan Occupation Solicitor Address Christchurch

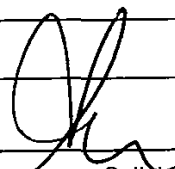
(Continued on page 6 annexure schedule)

Signature or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1962 does not apply.  
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.  
(DELETE INAPPLICABLE CERTIFICATE)



  
Solicitor for the Transferee

# TRANSFER

## Land Transfer Act 1952

CAMERON & COMPANY  
SOLICITORS  
CHRISTCHURCH

**This page is for Land Registry Office Use Only.**

## Annexure Schedule

Insert below:-

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

Transfer

dated

19<sup>th</sup> July 2000

page

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of

6

pages

### Continuation of "Operative Clause"

AND WHEREAS the Transferor is registered as proprietor of all the land in Schedules B1 and B2 being the land in residential Lots on Deposited Plan 20177.

AND WHEREAS it is the Transferor's intention to create with reference to the Lots as set out in Schedules B1 and B2 hereto the restrictive covenants as set out in Schedule C hereto and the Lots as set out in Schedules B1 and B2 shall be subject to the covenants and restrictions as set out in Schedule C and the owner or occupier for the time being of each of the Lots shall be bound by the stipulations and restrictions as set out in Schedule C and the respective owners and occupiers for the time being of any of the Lots on Schedules B1 and B2 may enforce the observance of such stipulations.

AND WHEREAS a registered proprietor may convey property to itself and a covenant for the purposes of and incidental to any conveyance of property made by a registered proprietor with itself shall be as valid as if made with another.

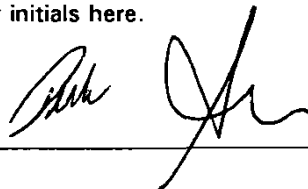
AND WHEREAS the Transferor wishes to convey each of the Lots as set out in Schedules B1 and B2 to K B QUARRIES LIMITED at Christchurch (hereinafter together with its successors and assigns called "the Transferee") for the consideration hereinafter appearing and the Transferee wishes to accept such conveyance and to entering into the covenants on the part of the Transferee hereinafter contained.

NOW THEREFORE in consideration of the sum of ONE DOLLAR (\$1.00) the receipt of which sum is acknowledged the Transferor hereby transfers to the Transferee all its estate and interest in Lots 40, 64 - 83 and 85 - 87 (inclusive) on Deposited Plan 20177 as described in Schedules B1 and B2 hereto,

AND as incidental to and for the purpose of the said transfer so as to bind each of Lots 40, 64 - 83 and 85 - 87 (inclusive) on Deposited Plan 20177 in favour of the Lots described in Schedules B1 and B2 as hereinafter provided for the Transferee HEREBY COVENANTS and agree with the Transferor:

- (a) In the manner set out in Schedule C hereto so that each of the restrictive covenants shall run with each of the Lots or those of the Lots set out in Schedules B1 and B2 and for the benefit of the lots specified in Schedules B1 and B2 as the case may be, and
- (b) Neither the Transferee nor its successors or assigns shall be liable because of any action that the Transferee may take or for any default of the Transferee in respect of any building, dwelling, or other structure erected on any of the Lots described in Schedules B1 and B2.

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

19<sup>th</sup> July 2000

page

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pages

Continuation of "Operative Clause"

## SCHEDULE B1

Lot 40	Certificate of Title 13B/1085	-	All
Lot 64	Certificate of Title 13B/1062	-	All
Lot 68	Certificate of Title 13B/1066	-	All
Lot 69	Certificate of Title 13B/1067	-	All
Lot 70	Certificate of Title 13B/1068	-	All
Lot 71	Certificate of Title 13B/1069	-	All
Lot 72	Certificate of Title 13B/1070	-	All
Lot 73	Certificate of Title 13B/1071	-	All
Lot 74	Certificate of Title 13B/1072	-	All
Lot 75	Certificate of Title 13B/1073	-	All
Lot 76	Certificate of Title 13B/1074	-	All
Lot 77	Certificate of Title 13B/1075	-	All
Lot 78	Certificate of Title 13B/1076	-	All
Lot 79	Certificate of Title 13B/1077	-	All
Lot 85	Certificate of Title 13B/1082	-	All
Lot 86	Certificate of Title 13B/1083	-	All
Lot 87	Certificate of Title 13B/1084	-	All

## SCHEDULE B2

Lot 65	Certificate of Title 13B/1063	-	All
Lot 66	Certificate of Title 13B/1064	-	All
Lot 67	Certificate of Title 13B/1065	-	All
Lot 80	Certificate of Title 13B/1078	-	All
Lot 81	Certificate of Title 13B/1079	-	All
Lot 82	Certificate of Title 13B/1080	-	All
Lot 83	Certificate of Title 13B/1081	-	All

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

*19<sup>th</sup> July 2001*

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of

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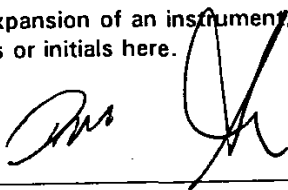
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### Continuation of "Operative Clause"

#### SCHEDULE C

1. As to the Lots specified on Schedule B2 and for the benefit of Lot 79 not to further subdivide any of the Lots specified in Schedule B2 and for the purposes of this covenant the term "subdivide" shall have the same meaning given to the term "subdivision of land" set out in section 218 of the Resource Management Act 1991.
2. As to all of the Lots specified on Schedules B1 and B2 for the benefit of all of the Lots specified on Schedules B1 and B2 except where specified:
  - (a) Not to erect or permit to be erected on the land:
    - (i) Any more than one dwelling or other building improvements associated with a single residential dwelling.
    - (ii) Any dwelling have a closed in floor area excluding any carport or garage of less than 140m<sup>2</sup>.
    - (iii) Any hut, garage or shed of any kind for permanent or residential use except any hut, garage or shed for limited periods of time during construction of the land and then only with the prior written approval of K B Quarries Limited or its nominee.
    - (iv) Any secondhand dwelling, building or structure or any dwelling, building or structure built of or used or secondhand materials.
    - (v) Any dwelling not built on site and from individual design which restrictions includes a relocated dwelling or kitset or prefabricated dwelling.
    - (vi) Any dwelling and improvements the plans and specifications of which have not been first approved in writing by K B Quarries Limited or its nominee such plans and specifications of which must specify all external materials to be used.
    - (vii) Any dwelling building or improvement using in its constructions flat fibrolite or any building material other than brick, stone, concrete, plaster finish or timber weatherboards for outer walls or facings except where approved in writing by K B Quarries Limited or its nominee.

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

19<sup>th</sup> July 2000

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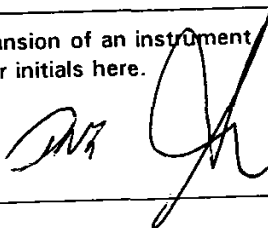
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pages

### Continuation of "Operative Clause"

3. The covenants 2(i) to (vii) (inclusive) shall end and be extinguished in relation to each of the Lots described in Schedules B1 and B2 above on completion of construction of the dwelling and building improvements thereon in conformity with the covenants set out above.
4. The Transferor shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between firstly the land transferred and any of the lots described in Schedules B1 and B2 and secondly the land transferred and any contiguous land owned by the Transferor but this proviso shall not enure for the benefit of any subsequent purchaser or proprietor of any of the Lots described in Schedules B1 and B2 or any contiguous land of the Transferor.
5. Not to erect, cause or permit any building, tree, fence or structure:
  - (a) On lot 65 higher than 6.50 metres above boundary peg 65/R/66 or a maximum height of 147.63 metres above the Nelson City Council datum. This restriction is for the benefit of lots 40, 64 and 66-75 (inclusive) and 85, 86 and 87 on deposited plan 20177.
  - (b) On lot 66 higher than 7.87 metres above boundary peg 65/R/66 or a maximum height of 149.00 metres above the Nelson City Council datum. This restriction is for the benefit of lots 40, 64 and 65, 66-75 (inclusive) and lots 85, 86 and 87 on deposited plan 20177.
  - (c) On lots 67 and 68 higher than 7.53 metres above boundary peg 67/R/68 or a maximum height of 149.00 metres above the Nelson City Council datum. This restriction is for the benefit of lots 40, 64, 65 and 66, 69-75 (inclusive) and lots 85, 86 and 87 on deposited plan 20177.
  - (d) On lot 69 higher than 7.55 metres above boundary peg 69/R/70 or a maximum height of 149.00 metres above the Nelson City Council datum. This restriction is for the benefit of lots 40, 64-68 (inclusive), 70-75 (inclusive) and lots 85, 86 and 87 on deposited plan 20177.

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 19<sup>th</sup> July 2000

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Continuation of "Operative Clause"

- (e) On lot 70 higher than 6.55 metres above boundary peg 69/R/70 or a maximum height of 148.00 metres above the Nelson City Council datum. This restriction is for the benefit of lots 40, 64-69 (inclusive), and 71-75 (inclusive) and 85, 86 and 87 on deposited plan 20177.
(f) On lots 71 and 72 higher than 6.51 metres above boundary peg 71/R/72 or a maximum height of 148.00 metres above the Nelson City Council datum. This restriction is for the benefit of lots 40, 64-70 (inclusive) and 73, 74, 75 and 85, 86 and 87 on deposited plan 20177.
(g) On lots 73 and 74 higher than 6.35 metres above boundary peg 73/R/74 or a maximum height of 148.00 metres above the Nelson City Council datum. This restriction is for the benefit of lots 40, 64-72 (inclusive) and lot 75, 85, 86 and 87 on deposited plan 20177.
(h) On lot 75 higher than 7.46 metres above peg 75/R or a maximum height of 147.00 metres above the Nelson City Council datum. This restriction is for the benefit of lots 40, 64-74 (inclusive) and lots 85, 86 and 87 on deposited plan 20177.
(i) On lots 79 and 80 higher than 4.5 metres above boundary peg 79/R/80 or a maximum height of 144.13 metres above the Nelson city Council datum. This restriction is for the benefit of lots 40, and 64-69 (inclusive) on deposited plan 20177.

The transferee hereby requests that the land covenants herein be entered in the register.

Continuation of "Attestation"

SIGNED by K B QUARRIES LIMITED as transferee by a person appointed in the presence of;

)
)

David Richard Blain person appointed.

[Handwritten signature]

M B O'Regan Solicitor Christchurch

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.

[Handwritten signatures]

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85-87

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