

**Transfer instrument**  
Section 90, Land Transfer Act 1952

**T 6534113.8 Transfer**

Cpy - 01/01, Pgs - 006, 17/08/05, 13:12



Land registration district

**CANTERBURY**

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

All/part

Area/description of part or stratum

198065-198072  
inclusive

Transferor

Surname(s) must be underlined or in CAPITALS.

**JDR PROPERTIES LIMITED**

Transferee

Surname(s) must be underlined or in CAPITALS.

**JDR PROPERTIES LIMITED**

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created  
State if fencing covenant imposed.

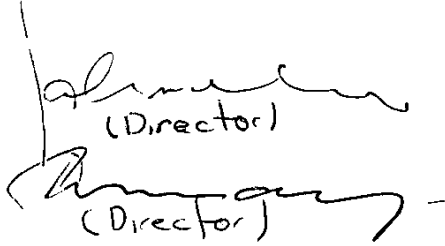
**Fee simple subject to Land Covenants continued on page 2 annexure schedule**

Operative clause

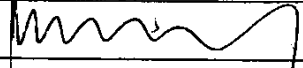
**The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.**

Dated this 19 day of July 2005

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

 (Director) (Director)	<b>Signed in my presence by the Transferor</b>
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
<b>Signature [common seal] of Transferor</b>	

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



[Solicitor for] the Transferee

**Annexure Schedule**

Insert type of instrument  
 "Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

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

The Transferor is the registered proprietor of the land referred to in Schedule A shown and defined on DP 348241

AND WHEREAS it is the Transferor's intention to create for the benefit of the registered proprietors of the land in Schedule A ("the dominant land") the land covenants set out in Schedule B hereto over the land in Schedule C ("the servient land") TO THE INTENT that the servient land shall be bound by the stipulations and restrictions set out in Schedule B hereof and that the owners and occupiers for the time being of the dominant land may enforce the observance of such stipulations against the owners for the time being of the servient land

AND WHEREAS Section 49 of the Property Law Act 1952 provides that a Transferor may convey to itself

The covenants in Schedule B shall be restrictive covenants running forever with the servient land for the benefit of the dominant land as described in Schedule A.

#### SCHEDULE A

Certificates of Title Nos. 198065, 198066, 198067, 198068, 198069, 198070, 198071, 198072

#### SCHEDULE B

It is acknowledged that the land being developed is intended to be a modern, high quality and well designed subdivision to ensure a quality development that is in harmony with the unique surrounding environment. It is therefore desirable that supervision and control be exercised for the protection and in the interest of all registered proprietors of the land in relation to any development of the land. In recognition of these objects, at all times from the date of this Easement the Registered Proprietor for the time being of any part of the land described in Schedule A hereto ("the Registered Proprietor") shall:-

1. Not erect or carry out any building, fence (including live fencing) landscaping or any other structure on the land (this includes, but is not limited to exterior finishes and excavation of foundations) unless the Transferor or its nominee has approved all plans and specifications including the siting of the dwelling fence, fence, landscaping or any other structure prior to building commencing. In exercising its discretion, the Transferor or its nominee shall take into account the following matters:
  - 1.1. The height and positioning of any dwelling, detached building or structure within the individual lot. The external appearance of any built structure including any dwelling, detached building, structure or landscaping.
  - 1.2. The impact of any proposal on adjacent properties and to the subdivision as a whole with particular reference to daylight, views and privacy.

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.

**Annexure Schedule**

Insert type of instrument

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*(Continue in additional Annexure Schedule, if required.)*

- 1.3 All plans and evaluations submitted are to comply with the Transitional and proposed Selwyn District Council Plan.
2. Not construct any building with exterior cladding other than cladding comprised of the following materials:
  - 2.1. Rakaia River stone;
  - 2.2. Canterbury high country stone;
  - 2.3. Natural timber, including timber veneered plywood (stained/oiled in one of the specified approved colour schemes);
  - 2.4. Expose concrete including concrete block;
  - 2.5. Corrugated metal cladding.
3. Not use roofing materials other than coloursteel iron with the acceptable colours being Iron Sand, Karaka, Grey Friars and Scoria or alternative colours approved by the transferor or its nominee. Alternative roofing materials may be considered by the transferor or its nominee subject to the visual impact of the material and the appropriateness of the material to the overall aesthetic.
4. Not erect on the land any dwelling other than a new single unit dwelling house together with usual appurtenant buildings being no less than 120 m<sup>2</sup> exclusive of garage. The maximum building height shall be no more than eight (8) metres as measured from the highest ridge or projection, to natural ground level immediately below.
5. Not to use or permit to be used in any construction on the land any second hand materials.
6. Not to erect or place or cause to be erected or placed on the land any relocated building or kitset dwelling or similar structure.
7. Not construct, place or permit any caravan, hut or other similar structure for any kind of permanent or temporary residential use longer than six months from initiation of construction of main dwelling (except a caravan for a limited period of time for construction of the dwelling with the prior written approval of the Transferor or its nominee).
8. Not to use the land or any building on the land or permit or suffer the same to be used for any trading or commercial purposes (other than for a home office) without having first obtained the written consent of all registered proprietors of the lots adjoining and facing the land and otherwise having complied with all relevant Selwyn District Council (and its successors) regulations in respect to such use.

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*(Continue in additional Annexure Schedule, if required.)*

9. Not to use any part of the land for any type or types of factory farming. For the purposes of this clause, factory farming means a farm or unit of production in which the process is carried out largely indoors or in a restricted space and which is not dependent in the soil characteristics of the site on which it is situated and includes (but not by way of limitation) for example poultry farms, pig farms, rabbit farms, fitch farms, possum farms, mushroom farms and feed lots for commercial livestock such as cattle. Glasshouses and nurseries for pots or other grown plants or shrubs are specifically excluded from this definition.
10. Not to permit any rubbish, noxious substances, noxious livestock and/or birds or animals likely to cause nuisance or annoyance to the neighbouring occupiers to accumulate and/or be placed upon the land, or permit grass and/or weeds to grow to such height so as to become unsightly.
11. Not to use any part of the land as a junk yard, metal or scrap metal yard or for the outdoor storage or parking of vehicles, equipment, machinery or plant. This restriction shall not apply to the private motor vehicles, machinery or horse floats for personal use of the registered proprietors or occupiers of any dwelling house and their tenants, invitees and agents which may be parked outside.
12. Not to use any part of the land as commercial kennels and/or catteries.
13. Not permitting the removal of soil from their land except as shall be necessary for the construction or improvements on the land.
14. Not to leave the outside of any dwelling house unfinished or any exterior walls or doors unpainted or unstained except where cedar cladding or decorative brick/stone are used.
15. Not to keep any free ranging animals or birds except within the boundary of the land and securely fenced.
16. Not to use any part of the land as a transport and/or contractors depot or yard unless all vehicles, plant, machinery and equipment are housed in sheds, constructed for that purpose or are located within an area which is (at all times) completely screened to a height of not less than two (2) metres from neighbouring properties by fence, hedges, trees and shrubs.
17. Not to permit any advertisement, sign or hoarding of a commercial nature to be erected on any part of the said land without prior consent in writing of the Transferor or its nominee.
18. Not to use the land as a residence before a building has been substantially completed in accordance with the terms of this covenant and the requirements of the Selwyn District Council.
19. Not to suffer any dog or other pet to be kept in or about the land which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision and in particular without otherwise limiting this restriction not to keep on or about the land any

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**Annexure Schedule**



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- dog which in whole or in part appears to be a Pit Bull Terrier, Brazilian Fillia, Argentinean Dogo, Rottweiler, Doberman Pinscher or a Japanese Tossa.
20. Not to permit any dwelling house to be occupied for more than six calendar months unless all driveways, paths and fences are completed in permanent materials and all unpaved areas are properly grassed or landscaped.
  21. Not to register any caveat against any of the certificates of titles owned by the Transferor which are included in whole or in part of the land being subdivided.
  22. Not to erect on the land any ham radio type mast, aerial or similar items.
  23. Not to erect, construct or permit or suffer to be erected or constructed any fence which is of continuous unbroken lengths of solid fencing, except with the written consent of the Transferor or its nominee.
  24. Not to erect, construct or permit or suffer to be erected or constructed any fence (including live fencing) whether a boundary fence or otherwise higher than 1.8 metres.
  25. Not to alter the post and rail fencing where such fencing has been provided and constructed by the Transferor unless with the written consent of the Transferor or its nominee. In respect of the land where post and rail fencing has been constructed, additional fencing may be constructed but such fencing must be set back a minimum of 2 metres from the post and rail fencing and the area set back shall be landscaped.
  26. Not to remove any fencing and/or landscaping provided by the Transferor and shall maintain such fencing and/or landscaping as is contained either within or immediately adjacent to the land.
  27. Not to further subdivide the land without the prior written consent of the Transferor or its nominee (local authority requirements permitting).
  28. Not to amalgamate the land with adjoining land without first obtaining the consent of the Transferor or its nominee in writing.
  29. Maintain the land to a high standard and shall regularly mow both the land and any road berm fronting the land and trim any boundary weeds or long grass.
  30. Not call upon the Transferor or its nominee to contribute to the cost and/or maintenance of any boundary fencing.
  31. Accept the decision of the Transferor or its nominee in any situation where the Transferor's approval or consent is required and acknowledge that the Transferor may grant or decline such approval or consent at the sole discretion of the Transferor or may grant approval of consent at

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the sole discretion of the Transferor or may grant approval or consent on such terms and conditions as the Transferor requires.

- 32. Not allow or cause any breach or non-observance of any of the foregoing covenants (and without prejudice to any other remedies available at law to the Transferor or to any other liability which the Registered Proprietor may have to any person having the benefit of this covenant) the Transferor will upon written demand being made by the Transferor or any of the Registered Proprietors of the lots described in Schedule A herein:
  - 32.1. Pay to the person making such demand the sum of \$100.00 per day in total (as liquidated damages) for every day that such breach of non observance continues after the date upon which written demand has been made; and
  - 32.2. Remove or cause to be removed from the land any improvements on the land which have been erected or placed on the land in breach or non-observance of any of the foregoing covenants.

**IT SHOULD BE NOTED THAT:-**

- A. The Transferor shall not be liable for any breaches of the covenants herein contained in respect to any lot after it has sold and transferred title to such lot.
- B. If any dispute shall arise in relation to the provisions of the restrictive covenants such dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 or its amendments or any Act in substitution therefore.

**SCHEDULE C**

Certificates of Title No. 198065, 198066, 198067, 198068, 198069, 198070, 198071, 198072

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