

Property Guru document ordering service

Document, Interest, Instrument: A23946.63

CoreLogic Reference: 3052304/1

Processed: 21 April 2022

Sourced from Property Guru, a CoreLogic solution. For any queries about this document or this service please call 0800 355 355 or email documentordering@corelogic.co.nz.

MEMORANDUM OF TRANSFER

CANTERBURY

Land Registry Office

MEADOW ESTATES LIMITED at Kaiapoi

(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 A

ESTATE:	FEE SIMPLE	LEASEHOLD	LIEN	MORTGAGE	ENCUMBRANCE
(Delete those which do not apply)					
C.T.	AREA		LOT AND D.P. NO. OR OTHER LEGAL DESCRIPTION OR DOCUMENT NO.		
Part CT: 36A/1070 and 36A/1071	4.3454 ha		Lots 113 to 168 (inclusive) DP 61960		
ENCUMBRANCES, LIENS AND INTERESTS					
Subject to the easements covenants restrictions and conditions as set out on the title and to mortgages A 11384/2 and A 11384/3					

Pursuant to an agreement dated _____ and _____

In consideration of the sum of \$

paid to the Transferor by

(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 Schedule A hereto.

The Transferee covenants with the Transferor as set out in Schedule B herein and the covenants form part of this Memorandum.

In witness whereof these presents have been executed this _____ day of _____ 19____

Signed by the above-named _____

~~in the presence of~~

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

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.

[Signature]
Solicitor for the Transferee

~~SCHEDULE B~~

WHEREAS the Transferor wishes to establish restrictive covenants over each of the said Lots for the benefit of all the other lots set out in Schedule A.

NOW THEREFORE the Transferor as registered proprietor of each of the said lots set out in Schedule A HEREBY TRANSFERS to itself the said MEADOW ESTATES LIMITED at Kaiapoi the land in Schedule A hereto AND HEREBY COVENANTS with itself as follows to the intent that such covenants shall be restrictive covenants forever running with each of the said lots for the benefit of all the other lots set out in Schedule A AND the Transferor hereby requests that the land covenants be noted in the register.

(i) No building shall be erected or placed on any of the said lots other than either:

(a) A new single unit dwelling house together with usual appurtenant buildings the dwelling house having a closed in floor area of not less than 110m² (exclusive of basement, carport or garage) or a new single unit dwelling house having a closed in floor area of not less than 100m² (exclusive of basement, carport or garage) with an attached garage having a closed in floor area of not less than 37m² built of the same exterior materials and at the same time as the dwelling house and in either case with or without a detached, self contained, minor dwelling unit (Granny Flat) containing not more than one bedroom and not exceeding 50 square metres in gross floor area, excluding provision for parking for the said unit; the plans (including site plan) and specifications of which have been submitted to and have been approved in writing by the Vendor or its nominee to ensure that aesthetic standards are maintained. In giving such approval the Vendor or its nominee shall take account of the following matters relating to the said building:-

- (i) Height
- (ii) Siting on section
- (iii) External design (including roofs, fences or screens)
- (iv) The relevance of the aforementioned height siting and external design to natural light, view and privacy for adjacent properties

PROVIDED THAT if there is a difference or dispute as to the matters to be taken into account in approving the plans (including site plan and specifications) this shall be referred to the arbitration of the President of the New Zealand Institute of Architects or his nominee in accordance with the Arbitration Act 1908
OR:

R. R. C.

- (b) Not more than two dwelling units together with usual appurtenant buildings with each individual dwelling unit having a closed in floor area of not less than 75m2 (exclusive of basement, carport or garage) the plans and specifications of which have been approved by the vendor or its nominee as above.
- (ii) NOT to use any of the said lots or permit the same to be used for any trading or commercial purpose.
- (iii) NOT to use or permit or suffer to be used in any building on any of the said lots second hand materials or flat fibrolite for outer walls or facings nor to use or permit or suffer to be used any building material other than brick, stone, concrete block or timber weatherboards for any outer-walls or facings without first obtaining the written permission of the vendor or its nominee.
- (iv) NOT to erect or place or permit or cause to be erected or placed on any of the said lots:
- (a) Any caravan, hut, garage or shed for any kind of permanent or temporary residential use or
 - (b) Any dwelling house or unit other than a new house or unit.

IN WITNESS WHEREOF these presents have been executed this 12th day of November 1992.

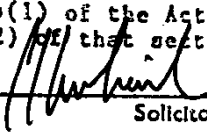
THE COMMON SEAL of
MEADOW ESTATES LIMITED
was hereunto affixed in the
presence of:

]
]
]
]

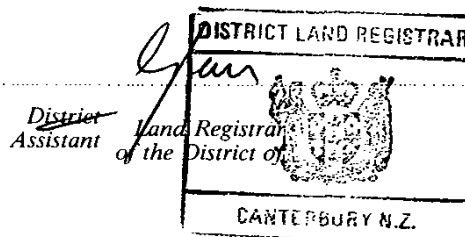


R. R. Curren
.....
Governing Director

"I hereby certify, 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.



TRANSFER

CORCORAN FRENCH
SOLICITORS
CHRISTCHURCH

10.48 17.NOV92 A 023946
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTEBURY
ASST LAND REGISTRAR



63