

**Transfer instrument**

Section 90, Land Transfer Act 1952



**T 7103613.10 Transfer**

Cpy - 01/01, Pgs - 012, 07/11/06, 11:04



DocID 411775670

Land registration district

WELLINGTON

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.

**Robert Charles HUDSON & Muriel Cynthia HUDSON**

Transferee

Surname(s) must be underlined or in CAPITALS.

**Robert Charles HUDSON & Muriel Cynthia HUDSON**

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

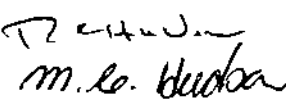

Fee Simple subject to Restrictive Covenants (continued on Annexure Schedule )

Operative clause

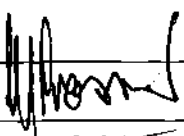
The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or *profit à prendre* is described above, that easement or *profit à prendre* is granted or created.

Dated this 6<sup>th</sup> day of October 2006.

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

	<p>Signed in my presence by the Transferor</p> <p></p> <p>Signature of witness</p>
	<p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name Bruce Warman</p> <p>Occupation Solicitor Campbell</p> <p>Address Wellington</p>
<p>Signature [common seal] of Transferor</p>	

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

Transfer

Dated 6<sup>th</sup> October 2006

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(Continue in additional Annexure Schedule, if required.)

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

**1.0 DEFINITIONS AND INTERPRETATION:**

1.1 In this Transfer unless the context otherwise requires:

"Associated Equipment" means all equipment provided by the Owners for the use and enjoyment of the Lake Area or for complying with the obligations of the Owners under this Transfer or the Resource Consent but does not include Works constructed by an Owner for that Owner's sole use.

"Building" means any Dwelling, garage, outbuilding or other permanent or temporary construction including a fence but does not include a jetty giving access to the Lake Area, the design and construction of which has first been approved by the Owners and the Local Authority;

"Consent Notice" means the Consent Notice issued by the Local Authority in respect of Application No RM040023 and which is registered against the certificates of title to the Lots;

"Default Interest Rate" means 5% above the rate charged by Bank of New Zealand or by any bank that is a successor of the Bank of New Zealand, on commercial overdrafts;

"Dwelling" means a household unit or residence and includes garages, outbuildings and other similar structures;

"Lake Area" means those parts of the Lots that are described in the Second Schedule;

"Land" means and includes all of the Lots and the Part Lot described in the First Schedule;

"Local Authority" means Kapiti Coast District Council or the local authority for the time being having jurisdiction over the Land and includes any other local or territorial authority that has jurisdiction over the Land and any employee or agent of a Local Authority;

"Lot" means one of the lots described in Part A of the First Schedule and the Land described in Part B of the First Schedule and any part of the Land described in Part B of the First Schedule which in the future is included in the land described in a new certificate of title or unique identifier;

"Lots" means all of the lots described in Part A of the First Schedule and the Land described in Part B of the First Schedule and any part of the Land described in Part B of the First Schedule which in the future is included in the land described in a new certificate of title or unique identifier;

"Owner" means the registered proprietor for the time being of a Lot;

"Owner's Covenants" means the covenants set out in clause 3.0;

"Owners" means all of the registered proprietors for the time being of the Lots;

"Resource Consent" means the resource consent given by the Local Authority for the

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]*

**Annexure Schedule**



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

subdivision of the land into the Lots and includes each and every condition of the Resource Consent;

"Rules" means the rights and duties of an Owner and the Owners set out in this Transfer;

"Works" means the works described in clauses 5.0 and 8.0 and includes any other work that the Owners agree to undertake pursuant to clause 9.0.

**1.2 In this Transfer:**

1.2.1 Where the context permits the singular includes the plural and vice versa.

1.2.2 References to clauses are clauses in this Transfer.

1.2.3 Obligations and covenants to be complied with by more than one person shall bind those persons jointly and severally.

**2.0 TRANSFER AND COVENANTS**

2.1 In consideration of the sum of \$1.00 paid by the Transferee to the Transferor (the receipt of which sum is hereby acknowledged) the Transferor transfers to itself as Transferee all the Transferor's estate and interest in the Land.

2.2 The Transferee for itself; so as to bind each of the Lots covenants and agrees with itself as Transferor for the benefit of each of the Lots from time to time that the Transferee shall at all times comply with the succeeding clauses of this Transfer so that the provisions of these clauses inure in perpetuity for the benefit of each of the Lots.

**3.0 OWNERS COVENANTS**

**3.1 Each Owner covenants with the Owners:**

3.1.1 Not to erect on the Lake Area any Building, other than in accordance with the provisions of these covenants.

3.1.2 To permit the other Owners and their invitees to use the Lake Area for recreational purposes;

3.1.3 To maintain the Lake Area in the condition that it is now in, including (but not limited to):

- (a) preservation of stormwater storage capacity;
- (b) maintenance of water quality to ensure that there are no adverse effects on residential amenity values from insects, odour or other nuisance;
- (c) maintenance of Associated Equipment; and
- (d) preservation of lake edge, landscaping, plantings, grassed berms, lighting and other amenities

3.1.4 That an Owner will ensure that the Owner's invitees will use Lake Area for recreational purposes only;

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*Handwritten signatures and initials: n.c.t., mda, Brb, [Signature], [Signature]*

**Annexure Schedule**



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

- 3.1.5 That an Owner or the Owner's invitees will not create any nuisance or annoyance to any other persons entitled to use the Lake Area; and
- 3.1.6 That no motor boats will be brought onto the Lake Area;
- 3.1.7 To promptly replace, restore, reinstate and repair at the Owner's cost
- 3.1.7 all damage that may arise or be caused to the Lake Area or the landscape surrounding the Lake Area and arising from the acts of the Owner or any invitee of the Owner;
- 3.1.8 Not to permit or allow any waste material, or rubbish to be left on or to accumulate on the Lake Area.

**4.0 ADDITIONAL COVENANTS**

4.1 Each Owner covenants with the Owners that an Owner will in addition to the covenants set out in clause 3.0 comply with the Consent Notice and with all relevant consents and requirements of the Local Authority and any other regulatory authorities attaching to the Resource Consent.

**5.0 WORKS**

5.1 The following Works as may be required from time to time to be performed, constructed and maintained on the Lake Area to the satisfaction of the Owners:

- (a) landscaping;
- (b) preservation of stormwater storage capacity;
- (c) maintenance and regular testing of water quality;
- (d) removal or trimming of trees in excess of 3 metres in height;
- (e) construction and maintenance of jetties and platforms;
- (f) such footpaths or walkways as the Owners approve;
- (g) lighting as may be required by the Local Authority.

5.2 Works undertaken by or for an Owner individually may be undertaken on the Lake Area only:

- (a) with the prior approval of the Owners; and
- (b) where required, the prior approval of the Local Authority.

5.3 An Owner individually undertaking Works or having Works undertaken for that Owner Lake Area shall ensure that:

- (a) the Works are only undertaken on the Lot that is owned by the owner;
- (b) the Owner's consent is obtained before the Works are undertaken;
- (c) no damage or loss is suffered by or to any other Owner's utilities or services or to

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**Annexure Schedule**



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any pipes or other structures in the Lake Area; and

(d) the Works comply with the requirements of the Local Authority.

**6.0 LIABILITY**

6.1 Each Owner is responsible for and indemnifies all of the other Owners in respect of:

6.1.1 The Owner's acts or omissions relative to the Lake Area; and

6.1.2 Works individually undertaken by or for the Owner on or in the Lake Area including compliance with:

(a) these Rules; and

(b) all relative primary and delegated legislation including but not limited to laws as to health and safety in employment.

6.2 No Owner or an Owner's invitee is to commit or permit any nuisance on the Lake Area.

**7.0 INSURANCE**

7.1 The Owner of each restricted Lot shall take out and maintain an insurance policy for public liability fully insuring the Owner against all claims and liabilities whether under statute or under common law in respect of damage to or loss of any real or personal property of any description and loss of life or personal injury arising or caused in the course of or caused by any use of the Lake Area or execution of Works or for the benefit of the Lake Area whether by or for such Owner.

**8.0 MAINTENANCE AND DEVELOPMENT MANDATORY WORKS**

8.1 The Owners shall undertake such Works as are necessary or desirable from time to time to:

8.1.1 Ensure the safety of the Lake Area;

8.1.2 Ensure the upkeep of the Lake Area and the mowing of grass berms on or surrounding the Lake Area to a neat and tidy standard;

8.1.3 Ensure that no nuisance is caused by unreasonable use of the Lake Area or from the disposal of surface waters from it. In this regard the Owners shall co-operate as necessary to allow the disposal of surface water into any suitable water course on condition that Works are undertaken to minimise injurious affection to such adjoining land and in accordance with any requirements of the Local Authority;

8.1.4 Ensure that there are no noxious weeds or plants on the Lake Area;

8.1.5 Maintain and protect trees and other plantings;

8.1.6 Maintain and protect the water quality of the Lake Area; and

8.1.7 Maintain any Associated Equipment on the Lake Area.

**9.0 OPTIONAL WORKS**

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*RLH*      *mlh.*      *Bob*            

**Annexure Schedule**



Insert type of instrument  
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*(Continue in additional Annexure Schedule, if required.)*

- 9.1 With the approval of the Owners additional Works may be undertaken on the Lake Area for the purposes of:
  - (a) security;
  - (b) beautification and landscaping;
  - (c) additional or extra lighting; and
  - (d) improvement or provision of utilities or services (whether free or subject to a charge for utilisation) available to all Owners
 or for such other purposes as the Owners may agree.
- 9.2 The terms and conditions on which any such additional Works may be taken shall be determined by the Owners.
- 10.0 FINANCIAL CONTRIBUTIONS**
- 10.1 Financial contributions are to be made by the Owners to meet the costs of:
  - 10.1.1 Maintenance and Development Mandatory Works under clause 8.0; and
  - 10.1.2 Optional Works under clause 9.0
 as the Owners approve from time to time.
- 10.2 The Owners shall each pay an equal share of the financial contributions on or before the date specified by the Owners for payment. The share of the financial contributions payable by the Owners may be varied by the Owners if an Owner subdivides a Lot or erects more than one Dwelling on a Lot in proportion to the number of Dwellings on each Lot.
- 10.3 The Owners may make a levy on the Owners for all or part of the financial contributions to be paid or anticipated and any such levy will be paid by an Owner on or before the date or dates specified by the Owners for payment.
- 10.4 Any financial contributions (including any levies) made but not expended will cease to be the property of the Owner who made the financial contribution (or levy). All financial contributions will be applied only for the purposes set out in clause 10.1 or for such other purposes as the Owners decide from time to time.
- 10.5 Any Owner who fails to pay any financial contribution under clause 10.2 or any levy under clause (time being of the essence) shall pay interest thereon at the Default Interest Rate from the due date for payment to the date of payment.
- 10.6 Any financial contribution and default interest thereon at the Default Interest Rate may be recovered from an Owner by any other Owner or the Owners' agent as a debt due.
- 10.7 Any Owner who fails to pay a financial contribution (including a levy) within 14 days of receipt of notice of demand or fails to pay default interest at the Default Interest Rate on any financial contribution (including a levy) not paid on due date (a "Defaulting Owner")

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*[Handwritten signatures and initials]*

**Annexure Schedule**



Insert type of instrument  
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agrees to grant in favour of all other Owners a charge as security for payment of the sum so demanded such charge to be over the Lot of the Defaulting Owner.

**11.0 OWNERS' DECISIONS**

- 11.1 The Owners may determine from time to time the manner of making decisions and taking action whether direct or indirect to ensure compliance with these Rules.
- 11.2 In default of the Owners determining otherwise they shall act as an unincorporated society for these purposes. Nothing in this clause will be taken to prohibit the Owners from establishing a corporate body to carry out the obligations of the Owners in respect of the Lake Area and to otherwise ensure compliance by the Owners with the Rules. If the Owners establish a corporate body all of the Owners hereby agree that such corporate body has the power to ensure compliance with and to enforce these Rules.
- 11.3 Decisions require the assent of not less than 60% of the Owners. For this purpose the Owner of each Lot shall have a single vote.
- 11.4 Decisions shall be made reasonably.
- 11.5 Decisions of the Owners so made shall be complied with by all Owners.
- 11.6 Written notices to Owners will be deemed received 3 days after posting addressed to the Owner's property for which purpose each Owner being one of the Owners shall maintain a facility for received mail at the Owner's property or otherwise as the Owners agree.

**12.0 DISPUTE RESOLUTION**

- 12.1 Unless an Owner has first complied with clauses 12.2 to 12.4 (inclusive) that Owner (in this clause called a "party") may not commence Court proceedings relating to any dispute arising from this Transfer (except where the party seeks urgent interlocutory relief in which case that party need not comply with this clause before seeking such relief) and where that party fails to so comply with those clauses the other party need not comply with those clauses before commencing Court proceedings relating to that dispute.
- 12.2 A party (referred to in this clause as "the first party") claiming that a dispute has arisen under this Transfer between the parties shall give written notice to the other party (referred to in this clause as "the second party") specifying the matter in dispute and designating as its representative in negotiations relating to the dispute a person with authority to settle the dispute. The second party shall within 10 days after receiving the first party's notice give written notice to the first party designating as its representative in negotiations relating to the dispute a person with similar authority.
- 12.3 The parties shall use their reasonable endeavours to procure that the persons designated under clause 12.2 shall within 10 days of the last designation required by clause 12.2 following whatever investigation each such person seems appropriate seek to resolve the dispute.
- 12.4 If the dispute is not resolved within the period referred to in clause 12.3 (or within such

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*Rest mlt. ob*

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Insert type of instrument  
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longer period as their respective representatives agree is appropriate) the parties shall within a further period of 10 days (or such longer period as the representatives may agree is appropriate) use their reasonable endeavours to agree in good faith on the process for resolving the whole or part of the dispute through means other than litigation and on:

- 12.4.1 The procedure and timetable for any exchange of documents and other information relating to the dispute;
- 12.4.2 Procedural rules and a timetable for the conduct of the selected mode of proceedings;
- 12.4.3 A procedure for compensation of any neutral person who may be employed by the parties in dispute; or
- 12.4.4 Whether the parties should seek assistance of a dispute resolution organisation
- 12.4.5 After the expiry of the time established by or agreed under clause 12.4 for agreement on a dispute resolution process a party which has complied with the provisions of clauses 12.1 to 12.4 (inclusive) may, by written notice to the other party, terminate the dispute resolution process provided for in these clauses and may then commence court proceedings relating to the dispute.


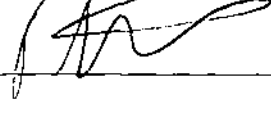
**13.0 BREACH OF COVENANTS**

- 13.1 If there should be any breach or non observance of any of the covenants and conditions contained in this Transfer and without prejudice to any other liability which an Owner may have to any Authority or any person having the benefit of such covenants and conditions and without in any way restricting the remedies available to any Owner or any person having the benefit of such covenants and conditions:
  - 13.1.1 The Owner shall remove or cause to be removed from the Lake Area any Building or part thereof or any fence or other structure used, erected, commenced or repaired in breach or non observance of covenants and conditions in this Transfer; and
  - 13.1.2 The Owner shall on demand by the Owners promptly remedy any default on breach of the covenants and conditions contained in this Transfer.

**14.0 FURTHER REGISTERED PROPRIETORS**

- 14.1 The Transferee's agree that the Transferor may by Memorandum of Transfer ("Subsequent Transfer") bind the registered proprietors of other parcels of land adjacent to the Lake Area ("Registered Proprietors") to the covenants contained in this Transfer and in that event:
  - 14.1.1 These covenants and any Subsequent Transfer will be read and construed to apply together;
  - 14.1.2 The Owners and the Registered Proprietors will form part of the unincorporated society referred to in clause 11.2 of this Transfer;

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*Deit mlf mb*  



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14.1.3 The share of the financial contributions payable by the Owner of a Lot and referred to in clause 10.2 will be varied appropriately.

14.1.4 The Owners will at the request of the Transferor sign all such documents and do all such acts, matters and things as the Transferor may request to give effect to the provisions of this clause (including a variation of these covenants) and for that purpose each of the Owners irrevocably appoint the Transferor and the Transferor's directors to be the attorney of each of the Owners for the purposes aforesaid.

**FIRST SCHEDULE**

(Description of Land)


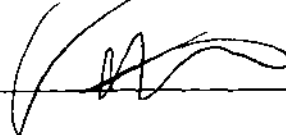
**Part A**

Unique Identifier or Title Reference	All or Part	Legal Description
281604	All	Lot 36 DP369292
281605	All	Lot 37 DP369292
281606	All	Lot 38 DP369292
281607	All	Lot 39 DP369292
281608	All	Lot 40 DP369292
281609	All	Lot 41 DP369292

**Part B**

281610	Part	Lot 300 shown "L" on DP369292
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*Dec mlt, ar*  

Annexure Schedule



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(Continue in additional Annexure Schedule, if required.)

SECOND SCHEDULE  
(Description of Lake Area)

Part A

Unique Identifier or Title Reference	All or Part	Legal Description
281604	Part	Lot 36 shown "A" on DP369292
281605	Part	Lot 37 shown "B" on DP369292
281606	Part	Lot 38 shown "C" on DP369292
281607	Part	Lot 39 shown "D" on DP369292
281608	Part	Lot 40 shown "E" on DP369292
281609	Part	Lot 41 Shown F on DP369292
281610	Part	Lot 300 shown "L" on DP369292

Signed by Robert Charles Hudson  
& Muriel Cynthia Hudson as Transferee  
in the presence of:

*Robert Hudson*  
*M. C. Hudson*

*Melton James Prosser,*  
*Whitby, Wellington.*

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*Robert Hudson* *Muriel Hudson* *Melton James Prosser*

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Mortgage**

Page **1** of **1** pages

**Consentor**  
Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**  
(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

<b>BANK OF NEW ZEALAND</b>	<b>Mortgagee under Mortgage no B712999.3 and under Mortgage no 6002788.2</b>
----------------------------	--

**Consent**  
Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.  
Delete words in [ ] if inconsistent with the consent.  
State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

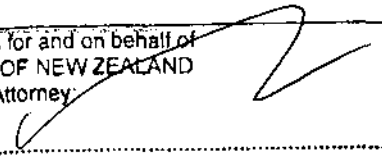
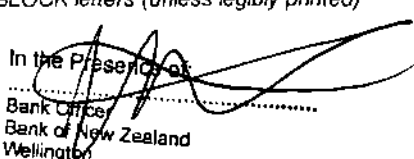
[section **90E** of the **Land Transfer** Act **1952** ]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the **Consentor hereby consents to:**  
**The creation of the annexed Restrictive Covenants**

Dated this 10 day of October 2006

**Attestation**

<p>Signed for and on behalf of <b>BANK OF NEW ZEALAND</b> by its Attorney:</p>  <p><b>PETER WILLIAM McCULLOCH</b></p>	<p><b>Signed in my presence by the Consentor</b></p> <p><b>HELEN YONG CHOO GORDON</b> BANK OFFICER</p>
	<p><b>Signature of Witness</b> <b>BANK OF NEW ZEALAND WELLINGTON</b></p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p><b>Witness name</b> In the Presence of </p> <p><b>Occupation</b> Bank Officer Bank of New Zealand Wellington</p> <p><b>Address</b></p>
<p><b>Signature of Consentor</b></p>	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.



**Bank of New Zealand**

**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

**PETER WILLIAM McCULLOCH**

I, \_\_\_\_\_, Quality Assurance Officer, of Wellington, New Zealand, Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:  
  
North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Wellington

**DATED: 10 OCTOBER 2006**

  
\_\_\_\_\_  
**PETER WILLIAM McCULLOCH**