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Approved by Registrar-General of Land under No. 2002/1026

Transfer instrument
Section 90, Land Transfer Act 1952



T 6094459.6 Transfer

Cpy - 01/01, Pgs - 008, 27/07/04, 11:24



DocID: 211791627

Land registration district

NELSON

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

All/part

Area/description of part or stratum

148297 to
148311 inclusive

All

Transferor

Surname(s) must be underlined or in CAPITALS.

BLUE HAVEN ESTATE LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

BLUE HAVEN ESTATE LIMITED

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

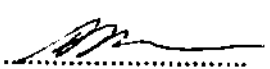
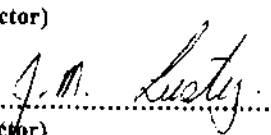
Fee simple and the transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor (continued on page 2 annexure schedule)

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 25th day of June 2004

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

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

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 25.6.2004

Page 1 of 5 Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Estate or interest or easement to be created"

AND subject to a land covenant.

The Transferor when registered proprietor of the land formerly contained in Certificate of Title NL12A/1019 subdivided the land into residential lots in the manner shown and defined on DP 336183 AND WHEREAS it is the Transferor's intention to create for the benefit of the land in the Certificates of Title set out in schedule A (hereinafter referred to as the "Dominant Lots") the land covenant set out in Schedule B over the land in certificates of Title set out in Schedule C (hereinafter referred to as the 'Servient Lots') TO THE INTENT that the servient lots shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the owners and occupiers for the time being of the dominant lots may enforce the observance of such stipulation against the owners for the time being of the servient lots.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the servient lots and for the benefit of the respective dominant lots the transferee DOTH HEREBY COVENANT AND AGREE in the manner set out in the Schedule B hereto so that the covenants run with the servient lots for the benefit of the respective dominant lots as described in Schedule A.

SCHEDULE A

Certificate of Title No.

148297
148298
148299
148300
148301
148302
148303
148304
148305
148306
148307
148308
148309
148310
148311

Continuation of "Attestation"

Signed by the Transferee by two
of its directors:

Signature of Transferee:


.....
(Director)


.....
(Director)

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

Transfer

Dated

25.6.2004

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of

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Pages

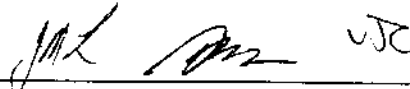
(Continue in additional Annexure Schedule, if required.)

SCHEDULE B

The restrictive covenants are:

- (a) The registered proprietor or proprietors of the servient lots will not erect or permit to be erected on the subject land:
- (i) any dwelling, building or structure of an A-frame style or construction;
 - (ii) any dwelling or outbuilding using pole foundations where the poles are not enclosed
 - (iii) any boundary fence encompassing the front yard (including any road boundary fence) exceeding a height of 1.2 metres above ground level and any boundary fence constructed of used or second-hand materials;
 - (iv) any structure (including dwellings, outbuildings, masts and aerials) any part of which is more than 6.9 metres above the mean ground level of the land;
 - (v) any outbuildings other than an outbuilding of a style similar to the dwelling erected or to be erected on the land;
 - (vi) any kitset house or building (including dwelling units) wholly or substantially constructed off site PROVIDED THAT where the registered proprietor wishes to erect upon the land a dwelling in contravention of this clause which when erected will have an internal floor area of more than 150 square metres (excluding garaging and other outbuildings), the registered proprietor may apply to the Transferor for consent to erect the same. In making such application, the registered proprietor shall provide full plans and specifications to the Transferor. The consent of the Transferor hereunder may be withheld or granted upon such terms and conditions and under such circumstances as the Transferor may at its sole discretion think fit. This clause (a)(vi) shall remain in force only until 31 March 2006;
 - (vii) any dwelling or outbuilding using exterior cladding on more than 30% of external walls (not including the area of windows and doors) of the type or appearance of Hardiplank whether sheet, board or any other form provided that brick, stone, stucco and natural wood outer surfaces shall not be in breach of this covenant;
 - (viii) any dwelling or outbuilding with a roof constructed of corrugated iron or steel (other than Colour Steel or an equivalent product) whether unpainted or painted after manufacture, provided that ceramic tiles and/or Decromastic and/or Colour Steel products pre-painted or pre-coated in their manufacturing process shall not be a breach of this covenant;

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Annexure Schedule

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

Transfer

Dated

25.6.2004

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Pages


(Continue in additional Annexure Schedule, if required.)

- (ix) any dwelling with an internal floor area of less than 80 square metres (excluding garages or outbuildings);
- (x) any dwelling clad in corrugated iron or steel or other cladding not conventionally used in residential construction;
- (xi) any dwelling or outbuilding clad in board and batten or ply and batten;
- (xii) any pre-used dwelling or structure.
- (b) The registered proprietor or proprietors of the servient lots shall not at any time hereafter subdivide the property and "subdivide" shall have the same meaning as a "subdivision of land" defined in Section 218 of the Resource Management Act 1991, but shall not include any boundary adjustment that does not create a separate building site;
- (c) That the registered proprietor or proprietors of the servient lots will not permit trees or other plants to be grown on their property in such density or to such a height that the views of properties within the subdivision are adversely affected to a significant degree. Unless planted densely or as a hedge no planting under 3.5 metres in height will be held to contravene this rule nor will a hedge under 2.5 metres. Trees or other plants in excess of 4.5 metres are acceptable under this rule if scattered, and of such a shape or are pruned in such a way as to minimise their effect on neighbours' views. For the avoidance of doubt and dispute it is noted that this rule is not formulated to eliminate tall planting but rather to protect the views and outlook of nearby property owners within the development.
- (d) The registered proprietor or proprietors of the servient lots will not erect or permit to be erected any dwelling, structure or other building whatsoever on the subject land without the consent of the Transferor or their nominee being first obtained of the plans and specifications for such dwelling, structure or other building and in making such application the registered proprietor of the particular lot shall provide full plans and specifications for the said Transferor's consideration, which consent shall not be arbitrarily or unreasonably withheld **PROVIDED HOWEVER** that the said Transferor shall have the right to absolutely refuse consent in the event that any of the provisions of any of the covenants set out above are breached or not complied with and the registered proprietor of the lot shall not depart from such plans and specifications as approved.

AND IN THE EVENT of the said Transferor failing to approve or disapprove the plans and specifications for such dwelling, building or other structure as aforesaid within 14 days after the plans and specifications have been submitted to the Transferor then, such approval will not be required and consent for the said plans and specifications will be deemed to have been fully complied with and the said Transferor shall not be entitled to any compensation for the services performed pursuant to this clause.

Blue Haven Estate Limited will not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any of the allotments or at all as a result of these covenants or otherwise and the registered proprietors for the time being of 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.

 VJC

Annexure Schedule

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

Transfer

Dated

25.12.2004

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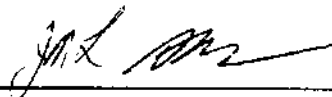
Pages

(Continue in additional Annexure Schedule, if required.)

servient and dominant tenements shall indemnify and keep indemnified the said Blue Haven Estate Limited and its legal successors (other than successors in title after registration of a memorandum of transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this transfer in respect of the allotments on Deposited Plan 336183 which have been transferred by Blue Haven Estate Limited to another registered proprietor.

The restrictive covenants above referred to (with the exception of clause (a)(vi) shall expire 20 years from the date that they shall be registered against the title of the property.

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.

 VJZ

Annexure Schedule

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

Transfer

Dated

23.6.2004

Page

5

of

5

Pages

(Continue in additional Annexure Schedule, if required.)

SCHEDULE C

Certificate of Title No

148297
148298
148299
148300
148301
148302
148303
148304
148305
148306
148307
148308
148309
148310
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WZ

ANNEXURE SCHEDULE – CONSENT FORM

Land Transfer Act 1952 section 238(2)

Person giving consent

Capacity and interest of Person giving consent

Surname must be underlined

(eg Caveator under Caveat No)

ASB Bank Limited

As Mortgagee in Mortgage 5976094.1

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent]

the **Person giving consent hereby consents** to a Transfer creating a land covenant and a fencing covenant in respect of the land in Certificates of Title **148297 to 148311 inclusive** as attached.

Dated this

9th

day of

July

2004

Attestation:

ASB Bank Limited by its attorney(s):

Signed in my presence by the Person giving consent

SIGNED by ASB BANK LIMITED by its Attorney
MARY MAGDALINE MORRIS

in the presence of:

Witness:

Bank Officer: AUCKLAND

Signature [Common seal] of
person giving consent

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness:

Occupation:


Address:

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.

ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Mary Magdaline Morais of Auckland, New Zealand, hereby certify:

1. THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:
- Senior Manager Business and Rural Documentation
 - Senior Manager Group Retail Loan Documentation
 - Senior Manager Loan Security Maintenance
 - Manager Business and Rural Loan Documentation
 - Legal Executive, Lending Services
 - Manager Administration
 - Manager Security Alterations and Settlements
 - Manager Inward Documents and Security Filing
 - Manager Evening Processing Team
 - Manager BankDirect
 - Chief Manager Lending Services
 - Manager Debt Assessment and Recoveries
 - Manager Business Credit
2. THAT I hold the appointment of
Manager Security Alterations and Settlements, Lending Services, with
ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or
information of the revocation of that appointment by the winding up of
the said company or otherwise.



SIGNED at Auckland this 9th day of July 2004