

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

Transfer instrument
Section 90, Land Transfer Act 1952

T 6409269.7 Transfer

Cpy - 01/01, Pgs - 011, 27/06/05, 12:43



DocId: 211414350

Land registration district

NELSON

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

All/part

Area/description of part or stratum

(see Annexure
Schedule)

Transferor

Surname(s) must be underlined or in CAPITALS.

Lyall Augustus EDEN & Dorothy Joan EDEN

Transferee

Surname(s) must be underlined or in CAPITALS.

Lyall Augustus EDEN & Dorothy Joan EDEN

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



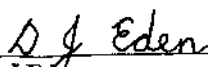
Fee Simple subject to Land Covenant and Fencing Covenant (on pages 1-10 inclusive Annexure Schedule)

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 23rd day of March 2005

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

 L A Eden	Signed in my presence by the Transferor and the Transferee:	
	 Signature of witness	
 D J Eden	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name	
Signature [common seal] of Transferor	Occupation	Christopher Colin Wright Solicitor NELSON
	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

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(Continue in additional Annexure Schedule, if required.)

Continuation of "Certificate of Title No."

Certificate of Title No.	All or Part?	Area and Legal Description
178004	All	
178005	All	
178006	All	
178007	All	
178008	All	
178009	All	
178010	All	
178011	All	
178012	All	
178013	All	
178014	All	
178015	All	
178016	All	
178017	All	
178018	All	
178019	All	
178020	All	
178021	All	
178022	All	
178023	All	
178024	All	
178025	All	
178026	All	
178027	All	
178028	All	
178029	All	

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

The Transferor when registered proprietor of the land formerly contained in Certificate of Title NL11C/1060, NL13C/395 and NL71/1361 subdivided the land into residential lots in the manner shown and defined on Deposited Plan 343385 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 (the "Dominant Lots") the Land Covenants set out in Schedule B over the land in the Certificates of Title set out in Schedule C (the "Servient Lots") to the intent that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B and the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations and restrictions 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 DOETH HEREBY COVENANT AND AGREE with the Transferor in the manner set out in Schedule B so that the covenants run with the Servient Lots for the benefit of the respective Dominant Lots AND FURTHER

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.

He *Age* *lw*

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required.)

COVENANT AND AGREE that Lyall Augustus Eden and Dorothy Joan Eden will not be liable because of any action they take or fail to take or for any default in any building erected on any of the Servient Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Dominant Lots shall indemnify and keep indemnified the said Lyall Augustus Eden and Dorothy Joan Eden their successors and assigns (other than the successors in title after registration of a Transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or by virtue of this Transfer in respect of any parts of the Dominant Lots which have been transferred by the said Lyall Augustus Eden and Dorothy Joan Eden to another registered proprietor **AND FURTHER COVENANT AND AGREE** that if any registered proprietor of the Servient Lots should breach or fail to observe any of the land covenants referred to in Schedule B and without prejudice to any other liability of the registered proprietor of any of the Servient Lots to any person having the benefit of the foregoing covenants, the said registered proprietor shall, upon written demand being made by any of the registered proprietors of the Dominant Lots either:

- (a) forthwith permanently remedy or remove such cause of the breach at the cost of the owner or occupier (whichever is in breach) on a full indemnity basis including all the Dominant Lot owner's fees and charges for enforcing the remedies and dealing with any claims because of such breaches; or
- (b) pay to the registered proprietors of the Dominant Lots as liquidated damages the sum of \$100.00 per day for every day that such breach or non observance or non compliance continues from and after the date upon which written demand is made by the registered proprietors of the Dominant Lots.

Schedule A
(the "Dominant Lots")

Certificate of Title No.	Lot	Deposited Plan
178004	1	343385
178005	2	343385
178006	3	343385
178007	4	343385
178008	5	343385
178009	6	343385
178010	7	343385
178011	8	343385
178012	9	343385
178013	10	343385
178014	11	343385
178015	12	343385
178016	13	343385

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ME *AGE* *lw*

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required.)

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178017	14	343385
178018	15	343385
178019	16	343385
178020	17	343385
178021	18	343385
178022	19	343385
178023	20	343385
178024	21	343385
178025	22	343385
178026	23	343385
178027	24	343385
178028	25	343385
178029	26	343385

Schedule B**Restrictive Covenants**

1. The registered proprietors of the Servient Lots shall not:

- (a) Subdivide any of the Servient Lots. For the purposes of this paragraph "subdivide" shall have the same meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991. Any boundary adjustment that does not create a separate building site shall not be in breach of this condition.
- (b) Erect or permit to be erected upon any of the Servient Lots:
 - (i) any dwelling except a single private dwelling house of not less than 150 square metres in gross floor area (including verandas and patios, garages and outbuildings).
 - (ii) any corrugated metal fences, screens or roofs (except colour steel roofs or any similar quality colour coated corrugated iron roofing) of any lower grade roofing material more commonly used in industrial or commercial properties and further not utilise zincalume or similar steel cladding for more than 50% of the external cladding on any dwelling house.
 - (iii) Any pre-used dwelling, building or structure or any kitset type dwelling. No second hand building materials (excluding recycled bricks) are to be used in the construction of any dwelling or outbuilding or fences unless prior written approval from the Transferor is first obtained.
 - (iv) Any outbuilding other than buildings of a style and quality similar to the dwelling erected on that lot.

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ME

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- (v) Any dwelling that shall not be fully clad and roofed within 6 calendar months of the foundations being laid on the Servient Lots. Nor shall the registered proprietors of the Servient Lots permit or suffer on any of the Servient Lots for any building in the course of construction to be left without substantial work being carried out for a period exceeding two months. The registered proprietors of the Servient Lots shall ensure that construction is completed on any such building within 12 months from the commencement of work. Further, all underfloor areas of all dwellings and buildings are to be fully enclosed.
- (vi) Any dwelling, building or structure of a "A" frame style construction.
- (vii) Any glasshouse or tunnel house of such a design and construction and of such materials that shall cause glare or nuisance to any of the registered proprietors of the Dominant Lots, unless such structure is located or screened to prevent such potential.
- (c) Erect or permit to be erected upon Lots 4 – 13 (inclusive), 17 – 20 (inclusive) and 22 – 26 (inclusive) on Deposited Plan 343385 any structure including dwellings, buildings, masts and aerials of any kind exceeding a height of 5.5 metres above the average ground level of the relevant Servient Lot.
- (d) Use any building erected on the Servient Lots for any purpose of advertisement or exhibition with the exclusion of real estate agency signage for the sale of properties.
- (e) Permit or suffer any removal of soil from the Servient Lots except as shall be necessary for the construction of buildings.
- (f) Permit any live hedge to grow on any of the Servient Lots to a height in excess of 1.8 metres above ground level.
- (g) Bring on to, raise, breed or keep any animals or livestock on the Servient Lots and buildings or structures thereon except to keep a maximum of 4 family domestic animals limited to 2 dogs and 2 cats unless prior written approval is given by the Transferor.
- (h) Allow any animal (including dogs and other domestic pets) to be kept in or about any of the Servient Lots and buildings thereon which is likely to cause undue nuisance or annoyance to any of the registered proprietors of the Dominant Lots or to detract from the subdivision as a whole. In particular and regardless of the foregoing the Transferee is not allowed to keep on any of the Servient Lots or in any buildings or structures thereon any dog which in whole or part resembles the Pit Bull Terrier, Staffordshire Bull Terrier, Argentinean Dogo, Rottweiler or Doberman Pinscher breeds of dog.
- (i) Use the Servient Lots or any land that is adjacent or abutting the Servient Lots and footpaths for the dumping of excavated material or rubbish. The Transferee shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Transferee's use of the land directly or indirectly through the Transferee's action or those of the Transferee's agents or invitees.

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[Signature]

[Signature]

[Signature]

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- (j) Use or permit the use of any of the Servient Lots for any use other than private residential purposes to the intent that the Servient Lots shall not be used for institutional residential purposes or as a hotel, motel hostel, lodge, guest house, boarding house, bed and breakfast, homestay type accommodation or for housing purposes by central or local government agencies or public or private health sector agencies.
- (k) Permit on any of the Servient Lots any fence or hedge of a height greater than 1.2 metres above ground level within 4 metres of the road boundary or private right of way boundary of any of the Servient Lots.
- (l) Remove from the Servient Lots any of the native trees as identified ~~on the plan in Schedule D~~ as points 1,000 – 1,089 inclusive and 1830 and as more particularly defined and identified in the Schedule of Coordinates set out in Schedule D. Any such native trees that shall die from natural circumstances shall be replaced by the registered proprietor of the Servient Lot on which it is located with indigenous native trees of a similar nature.
- (m) Object, oppose or support any objection to any resource consent application lodged by or on behalf of Lyall Augustus Eden and Dorothy Joan Eden in relation to the subdivision and development of any land owned by or for the benefit of the said Lyall Augustus Eden and Dorothy Joan Eden.
- (n) Park or permit to be parked in the front yard of any of the Servient Lots any motorhome, trailer, boat, caravan or vehicles of any kind other than the private cars owned by the registered proprietors of the Servient Lots and their guests.
- (o) Erect or place on the Servient Lots any motor home, caravan, garage or shed and allow the same to be used for temporary or permanent residential use provided however that nothing herein shall preclude the placing of a builder's shed or sheds on the Servient Lots during the construction period of a dwelling or other structure.

- 2. The Transferor shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the Servient Lots and any contiguous land of the Transferor but this proviso shall not enure for the benefit of any subsequent purchaser or registered proprietor of the contiguous land.
- 3. The Transferee covenants to maintain all of the Servient Lots to an acceptable standard (in the Transferor's opinion) and shall not allow the Servient Lots to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height the Transferor reserves the right to have the Servient Lots mowed and the Transferee agrees to accept liability for such cost plus 50%.
- 4. Lyall Augustus Eden and Dorothy Joan Eden reserve the right to vary, modify or waive any of the foregoing covenants provided that their reasonable expectations of standards for the subdivision of the land contained in DP 343385 are met.
- 5. While the Transferor Lyall Augustus Eden and Dorothy Joan Eden remain registered as proprietors of at least a part of any of the Dominant Lots, the Transferor Lyall Augustus Eden and Dorothy Joan Eden reserve the right to themselves (with the intent that this right does not enure to their successors in title)

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to waive or vary any of the conditions contained in clauses 1 – 5 (inclusive) of Schedule B of this Transfer.

AND IT IS HEREBY REQUESTED that these covenants be entered in the Register.

Schedule C
(the "Servient Lots")

Certificate of Title No.	Lot	Deposited Plan
178004	1	343385
178005	2	343385
178006	3	343385
178007	4	343385
178008	5	343385
178009	6	343385
178010	7	343385
178011	8	343385
178012	9	343385
178013	10	343385
178014	11	343385
178015	12	343385
178016	13	343385
178017	14	343385
178018	15	343385
178019	16	343385
178020	17	343385
178021	18	343385
178022	19	343385
178023	20	343385
178024	21	343385
178025	22	343385
178026	23	343385
178027	24	343385
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Schedule D

Tree (Point Number)	Northing	Easting	Height
1000	784423.645	377748.626	80.159
1001	784427.952	377751.347	80.157
1002	784428.629	377748.352	80.083
1003	784427.327	377745.549	80.153
1004	784434.867	377741.149	80.144
1005	784433.114	377745.507	80.042
1006	784431.496	377745.466	80.087
1007	784430.607	377746.805	80.111
1008	784433.063	377750.739	80.008
1009	784434.013	377749.694	80.023
1010	784442.858	377744.260	80.086
1011	784441.477	377748.547	80.018
1012	784440.772	377749.007	80.034
1013	784440.665	377753.020	79.915
1014	784442.386	377752.284	79.804
1015	784450.402	377750.983	79.123
1016	784452.951	377746.205	79.111
1017	784459.347	377748.410	78.125
1018	784462.417	377756.148	78.236
1019	784461.135	377761.770	78.511
1020	784524.617	377714.395	77.658
1021	784519.590	377716.118	77.697
1022	784515.403	377706.025	78.083
1023	784509.641	377707.763	78.038
1024	784507.123	377713.859	77.793
1025	784507.248	377715.854	77.716
1026	784505.355	377717.596	77.635
1027	784502.094	377718.668	77.595
1028	784498.243	377715.734	77.580
1029	784527.921	377764.170	77.769
1030	784529.724	377765.582	78.060
1031	784527.726	377769.371	79.191
1032	784527.437	377777.854	79.285
1033	784541.706	377758.043	79.057
1034	784540.264	377770.138	79.143
1035	784539.607	377771.672	79.135
1036	784540.393	377778.810	79.057
1037	784545.430	377781.002	79.057
1038	784549.499	377772.093	79.037
1039	784550.422	377773.977	79.017
1040	784551.500	377776.613	79.020
1041	784548.091	377783.441	79.104
1042	784553.252	377784.741	78.978
1043	784553.433	377791.914	78.841
1044	784554.790	377789.860	78.910
1045	784557.209	377792.682	78.923
1046	784558.814	377792.526	78.789
1047	784558.142	377790.994	78.788

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1048	784562.178	377794.521	78.839
1049	784560.129	377788.326	78.804
1050	784560.252	377785.074	78.809
1051	784560.757	377778.621	78.669
1052	784562.398	377775.125	78.510
1053	784563.626	377768.065	78.109
1054	784570.956	377781.044	77.598
1055	784566.104	377783.969	78.355
1056	784563.519	377787.335	78.723
1057	784571.266	377791.849	78.599
1058	784572.755	377798.541	78.720
1059	784583.727	377788.382	76.955
1060	784588.461	377779.534	76.802
1064	784507.785	377771.906	77.605
1072	784547.074	377797.428	78.964
1073	784550.310	377793.264	78.947
1074	784549.922	377799.054	78.911
1075	784553.772	377804.354	78.745
1076	784557.390	377801.066	78.612
1077	784577.452	377800.342	78.854
1078	784579.901	377796.876	78.118
1079	784571.099	377800.409	78.674
1080	784560.301	377801.411	78.659
1081	784559.665	377802.746	78.709
1082	784563.466	377802.968	78.638
1083	784568.569	377806.512	78.653
1084	784567.667	377807.954	78.698
1085	784568.952	377809.108	78.685
1086	784576.132	377811.490	78.559
1087	784576.076	377813.391	78.523
1088	784577.810	377811.614	78.602
1089	784584.334	377812.744	78.603

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MORTGAGEE CONSENT

Southland Building Society as Mortgagee under Mortgage number 6112118.1 hereby consents to registration of the annexed Transfer Instrument affecting Certificates of Title 178004, 178005, 178006, 178007, 178008, 178009, 178010, 178011, 178012, 178013, 178014, 178015, 178016, 178017, 178018, 178019, 178020, 178021, 178022, 178023, 178024, 178025, 178026, 178027, 178028 and 178029 (Nelson Registry) without prejudice to its rights as Mortgagee under Mortgage number 6112118.1.

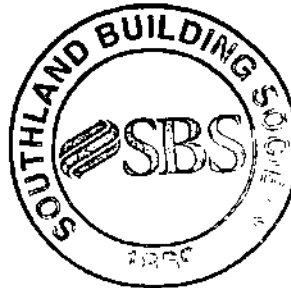
The common seal of
~~Signed by~~ SOUTHLAND BUILDING
SOCIETY ~~by its Attorneys in the presence~~
~~of~~ was hereunto affixed by Order
of the Directors in the presence
of:

Witness Signature

Witness Name

Witness Occupation

Witness Address



Adele ADELE KATHRYN LEE
Lending Support

Jodie JODIE ANNE SMITH
Team Leader
Lending Support

Dated this

1st

day of April 2005

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*Me**SGE**W**Handwritten signature*

**FLETCHER VAUTIER MOORE**
LAWYERS

Facsimile

To:	Bruce Lyons	From:	Maurice Higgs
Company:	Land Information New Zealand, Christchurch	Office	Nelson
		Telephone	03 548 1469
		Facsimile	03 548 2994
		Email	mhiggs@fvm.co.nz
		Matter No	2445317
Fax No.	033666422		
Matter No.	2445317	Date:	27 May 2005
		No. Pages (including header page):	1

DEALING 6409269 - EDEN - LAND COVENANT TRANSFER 6409269.7

Thank you for your telephone call this morning.

In the absence of CC Wright, the Solicitor who signed the Transfer correct and witnessed the signatures of the Transferors/Transferees, I Nicholas Peter Moore, being a partner of Fletcher Vautier Moore, hereby certify that the Transferees in the Transfer are intended to be tenants in common in equal shares.

We thank you for your assistance with this matter.

Yours faithfully
Fletcher Vautier Moore

N P Moore
Partner
(Nelson Office)

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126 Trafalgar Street, P O Box 90, Nelson, New Zealand. Tel 03 548 1469. Fax 03 548 2994. DX WC 70009.

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