

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

Transfer instrument

Section 90, Land Transfer Act 1952

Land registration district

WELLINGTON



T 6956596.13 Transfer

Cpy - 01/01, Pgs - 008, 20/07/06, 11:11



DocID: 431691342

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

All/part

Area/description of part or stratum

Refer attached
Annexure

Transferor

Surname(s) must be underlined or in CAPITALS.

TASMAN LAKES ESTATE LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

TASMAN LAKES 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 subject to restrictive covenants (for continuation see 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 19th day of April 2006

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

Signed by Tasman Lakes Estate Limited by
its duly authorised attorney
Terence Stanley NOWLAND

Signature [common seal] of
Transferor

Signed in my presence by the Transferor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)
Witness name PAMELA JUNE STEER

Occupation REGISTERED LEGAL EXECUTIVE

Address WELLINGTON

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

19th May 2006

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Continuation of "Certificates of Title"

(Continue in additional Annexure Schedule, if required.)

Certificate of Title All or Part

255389	All
255390	All
255391	All
255392	All
255393	All
255394	All
255395	All

(collectively the "Restricted Lots" and each individual Lot shall be the "Restricted Lot").

Continuation of "Estate or interest to be transferred, or easement(s) or profits à prendre to be created"

1.0 TRANSFER AND COVENANTS

- 1.1 The Transferor transfers the Restricted Lots to itself as Transferee and covenants with itself, its respective executors, administrators and assigns, the registered proprietor or proprietors for the time being of the Benefiting Lots set out in the Second Schedule that it will at all times observe and perform all of the covenants and obligations set out in the First Schedule to the intent that each of the Restricted Lots will be subject to the burden of the covenants contained in the First Schedule and the stipulations and restrictions will enure for the benefit of all the Benefiting Lots in the Second Schedule.
- 1.2 The Transferee shall, with regard to the stipulations and restrictions set out in the First Schedule, be liable only in respect of the breaches of them which occur while the Transferee is the registered proprietor of the Restricted Lots or any part of it in respect of which any breach occurs.

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.



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(Continue in additional Annexure Schedule, if required.)

FIRST SCHEDULE

In this Schedule the following words shall have the following meanings:

Dwelling means one household unit or principal residence which may include separate accommodation for an immediate relative or relatives of the occupier of the household unit or residence or a domestic employee of the occupier of the household unit or residence and includes garages, outbuildings and other similar structures.

Further Subdivision Area means the land in Certificates of Title 255396, 242773 and 242774 (Wellington Registry).

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 includes any employee and agent of a Local Authority.

Resource Consent means the resource consent given by the Local Authority for the Subdivision under number 050063 and includes each and every condition of the Resource Consent.

Subdivision means and includes Lots 1-7 (inclusive) on Deposited Plan 362593 being the land in Certificates of Title 255389-255395 (inclusive) (Wellington Registry).

AND:

- (a) Where the context permits the singular includes the plural and vice versa;
- (b) References to clauses are to clauses in this First Schedule;
- (c) Obligations and covenants to be compiled with by more than one person shall bind those persons jointly and severally.

The Registered Proprietor(s) for the time being of the Restrictive Lot covenant(s):

1. Not to erect on any Restricted Lot any dwelling, building, outbuilding or other structure other than a Dwelling.
2. That a Dwelling shall be designed (which shall include its colour scheme) to be in harmony with the natural landscape, and to form an integral component of a modern master planned subdivision including the Further Subdivision Area.
3. That a Dwelling will be constructed predominantly of brick, stone, split block stucco, natural timber, plaster or other material accepted as having architectural merit, and shall be finished in subdued natural colours.
4. That if the Dwelling contains or comprises any separate garage or other outbuilding such garage or other outbuilding will be of a similar design and construction (including material used in construction and colour) to the rest of the Dwelling.
5. That a Dwelling will:

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Annexure Schedule



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- (i) have a roof that is sheathed so as not to have high reflective qualities. White and light colours are not appropriate;
- (ii) be constructed so as to comply with plans and specifications approved by and any requirements imposed by the Local Authority;
- (iii) have all glazed surfaces of low reflective glass material;
- (iv) have more than two hips or gables in the roofline and will be constructed in a shape that is other than a simple square or rectangle. A flat or single plane roofed Dwelling will have more than one level of roofing;
- (v) have attachments (including, but not necessarily limited to television antennae, chimneys and solar hot water panels) that are discreetly integrated with the Dwelling architecture so that they are not highly visible from any road, or from any adjacent properties. The siting of any clothesline or letterbox will be aesthetically sensitive in terms of design and location;
- (vi) be completely constructed and finished within nine months of commencement of excavation for foundations; and
- (vii) have all ancillary work including planting of lawns, landscaping and any other development work completed and finished within 15 months of commencement of excavation for foundations.

6. That a driveway on a Restricted Lot will be constructed of such materials so as to blend with the natural rural landscape and that any paving material used will be of natural earthy recessive colours that ensure they are not highly visible in the landscape.

7. That a driveway on a Restricted Lot will be completed within the time provided in clause 5(e)(vi) above.

8. Not to erect a Dwelling other than a new Dwelling on a Restricted Lot, and not to permit or allow the transportation and delivery onto a Restricted Lot any pre-built transportable or relocatable Dwelling.

9. Not to permit a caravan, hut, tent, shed, pole or similar structure to be placed or erected on any Restricted Lot other than as may be required for use in the construction of a Dwelling. Any such caravan, hut, tent, shed, pole or similar construction permitted pursuant to this clause shall be removed immediately on completion of the Dwelling, unless garaged or screened so as to preserve the amenity of the subdivision.

10. To promptly replace, restore, reinstate and repair at the Owner's cost all damage that may arise or be caused to the landscape and arising from the construction of the Dwelling or driveway or landscaping of a Restricted Lot and will ensure that due and adequate allowance is made for current and future drainage of all excess stormwater. The registered Proprietor(s) is liable and responsible for all costs claims or demands for any remedial action undertaken for any breach of this covenant.

11. Not to permit or allow any building material, building waste material or rubbish to accumulate on any Restricted Lot.

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12. That in addition to the covenants set out in 1-11 (inclusive) above to comply with all relevant consents of the Local Authority and other regulatory authorities attaching to the resource consent for the Subdivision and the building requirements for the time being in force of the Local Authority.
13. Not to use or permit to be used the Restricted Lot, or any part of the Restricted Lot, or any building erected on the Restricted Lot, as a "place of assembly" as defined in the Local Authority's District Plan.
14. Not to require Tasman Lakes Estate Limited to contribute towards the cost or erection or repair of any dividing or boundary fence.
15. That if the registered proprietor is the registered proprietor of Lot 6 DP 362593 (Certificate of Title 255394) the registered proprietor will protect and preserve the midden in the area marked "M" on Plan 362593 in accordance with any protection measures agreed with the Historic Places Trust and in particular will not build, undertake earthworks or otherwise disturb the area marked "M" on Plan 362593 but this covenant will not prevent the registered proprietor from laying topsoil, grassing and planting that area.

And the Registered Proprietor(s) for the time being of the Restricted Lot hereby further covenant and agree that:

16. If there shall be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the Registered Proprietor of the Restricted Lot may have to any person having the benefit of these covenants, the Registered Proprietor of the Restricted Lot shall, on demand by the Registered Proprietor for the time being of any or all of the Benefiting Lots:
 - (a) pay to the person making such demand as liquidated damages, the sum of \$1,000.00, or a sum equal to one quarter of the cost of any building used, or erected, or repaired, in breach or non-observance of the foregoing covenants or any of them, whichever is the greater;
 - (b) remove, or cause to be removed, from the Restricted Lot, any building used erected or repaired in breach or non-observance of the foregoing covenants;
 - (c) replace any building material used or permitted to be used in breach or non-observance of the foregoing covenants; and
 - (d) otherwise take all steps necessary to remedy the breach or non-observance of the foregoing covenants if it is capable of a remedy.
- 17.0 Tasman Lakes Estate Limited shall not be required, nor liable to enforce, nor answerable to the Registered Proprietor (at any time) of the Restricted Lot, or Benefiting Lots, for the breach or non-observance of any covenants binding the Restricted Lot unless Tasman Lakes Estate Limited is the owner for the time being of the Restricted Lot in respect of which there is a breach or non-observance of the foregoing covenants.
- 18.0 Tasman Lakes Estate Limited (or its successors appointed by deed) may in special circumstances grant such exemptions or waivers from any of the covenants in this Transfer on such terms and subject to such conditions as it deems fit. Any exemption or waiver shall be binding upon all Registered Proprietors from time to time of the Benefiting Lots.

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19. DISPUTE RESOLUTION

- 19.1 Unless a Registered Proprietor for the time being of any Restricted Lot or Benefiting Lot has first complied with clauses 19.2 to 19.4 (inclusive) that Registered Proprietor (in this clause called a "party") may not commence Court proceedings relating to any dispute arising from the foregoing covenants (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.
- 19.2 A party (referred to in this clause as "the first party") claiming that a dispute has arisen under the foregoing covenants 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 persons with similar authority.
- 19.3 The parties shall use their reasonable endeavours to procure that the persons designated under clause 19.2 shall within 10 days of the last designation required by clause 19.2 following whatever investigation each such person deems appropriate seek to resolve the dispute.
- 19.4 If the dispute is not resolved within the period referred to in clause 19.3 (or within such 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 a process for resolving the whole or part of the dispute through means other than litigation and on:
 - (a) the procedure and timetable for any exchange of documents and other information relating to the dispute;
 - (b) procedural rules and a timetable for the conduct of selected mode of proceedings;
 - (c) a procedure for compensation of any neutral person who may be employed by the parties in dispute; or
 - (d) whether the parties should seek assistance of a dispute resolution organisation.
- 19.5 After the expiry of the time established by or agreed under clause 19.4 for agreement on a dispute resolution process a party which has complied with the provisions of clauses 19.1 to 19.4 (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.

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SECOND SCHEDULE

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255389	All
255390	All
255391	All
255392	All
255393	All
255394	All
255395	All

(collectively the "Restricted Lots" and each individual Lot shall be the "Restricted Lot").

Signed by the Transferee
TASMAN LAKES ESTATE
LIMITED by its Attorney
Terence Stanley Nowland
in the presence of:

Witness to complete in BLOCK letters

Signature:

Witness: PAMELA JUNE STEER

Occupation: REGISTERED LEGAL EXECUTIVE

Address: WELLINGTON

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Certificate of Non-Revocation of Power of Attorney

I, **Terence Stanley Nowland** of Wellington in New Zealand, Solicitor, hereby certify that:

1. **By Deed dated 16 October 2005 a copy of which is deposited in the Land Transfer Registry at Wellington as PA 6609702.1 Tasman Lakes Estate Limited appointed me as Attorney on terms subject to the conditions set out in the said Deed.**
2. **At the date hereof I have not received any Tasman Lakes Estate Limited or otherwise.**

SIGNED at Wellington this

14 day of

2006

Terence Stanley Nowland

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