

Transfer instrument

Section 90, Land Transfer Act 1952

T 5593776.1 Transfer

Cpy - 01/02, Pgs - 012.20/05/03, 10:32



DocID: 210830788



Land registration district

NELSON

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

All/part

Area/description of part or stratum

Refer Annexure
Schedule

Transferor

Surname(s) must be underlined or in CAPITALS.

HOLLYBUSH LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

HOLLYBUSH LIMITED

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

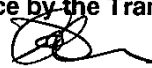
Creating Land Covenants (continued on Annexure Schedule)

Operative clause

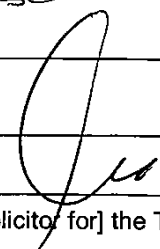
The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or *profit à prendre* is described above, that easement or *profit à prendre* is granted or created.

Dated this 19 day of May 2003.

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

HOLLYBUSH LIMITED by its Director  L J Hollyman	Signed in my presence by the Transferor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <u>Pam Colee</u> Occupation <u>Law Clerk</u> Address <u>Nelson</u>
Signature [common seal] of Transferor	

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

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(Continue in additional Annexure Schedule, if required.)

Continuation of Titles:

74256	ALL	#
74257	ALL	#
74258	ALL	
74259	ALL	
74260	ALL	
74261	ALL	
74262	ALL	
74263	ALL	
74263	ALL	#
74264	ALL	
74265	ALL	
74266	ALL	
74267	ALL	
74268	ALL	
74269	ALL	
74270	ALL	
74271	ALL	

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

Covenants

Dated

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

(Continue in additional Annexure Schedule, if required.)

Continuation of Estate or Interest or Easement to be Created:

1. It is the Transferor's intention that the Lot specified as "Servient Lots" in Schedule B are to be subject to the Land Covenants specified in Schedule A for the benefit of each of the Lots specified as "Dominant Lots" in Schedule B **TO THE INTENT** that the Servient Lots shall be bound forever by the stipulations and restrictions set out in Schedule A and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of any stipulations and restrictions against the owners and occupiers for the time being of the Servient Lots.
2. Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey property to itself.
3. Section 66A of the Property Law Act 1952 provides that a covenant for the purposes or incidental to any conveyance or property made by registered proprietor with itself shall be as valid as if made with another.
4. The Transferee wishes to accept such conveyance and enter into the covenants on the part of the Transferee contained herein.
5. As incidental to the transfer of the Servient Lots so as to bind the Servient Lots for the benefit of the Dominant Lots the Transferee **HEREBY COVENANTS AND AGREES** in the manner set out in Schedule A herein so that the covenants run with the Servient Lots for the benefit of the Dominant Lots.

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(Continue in additional Annexure Schedule, if required.)

Covenants to be registered on Lots 1 to 10 and lot 12 to 15 for the benefit of Lots 1 to 10 and Lots 12 to 15 and 17 Deposited Plan 318968

1. The Registered Proprietor of any servient Lot will not for a period of 20 years from the date of this transfer erect or permit to be erected upon the servient Lot:
 - 1.1 Any more than one dwelling and associated outbuildings.
 - 1.2 A dwelling with an internal floor area of less than 130m², excluding any garaging, carports, decking, roof overhangs, outbuildings, patios, pergolas and other outdoor living areas.
 - 1.3 Any outbuilding (including external garaging) other than buildings of a style and quality similar to the dwelling erected or to be erected on the Lot.
 - 1.4 Any dwelling, building or other structure with an external wall cladding other than kiln fired or concrete brick, stone, stucco textured finish, stone, split block, stucco, natural timber, or texture coated polystyrene.
 - 1.5 Any dwelling, building or structure of an "A" frame style or construction.
 - 1.6 Any pre-used dwelling, building or structure or any dwelling building or structure constructed of pre-used or second hand materials.
 - 1.7 Any temporary building or structure or any building of structure or contrivance intended for temporary residential accommodation.
 - 1.8 Any dwelling, building or structure using pole foundations where the poles are not fully enclosed.
 - 1.9 Any dwelling, building or structure which is not of a design, colour or exterior cladding matching the design, colour or exterior cladding of the dwelling to which it relates.
 - 1.10 Any letterbox not in keeping with the general standard of the subdivision and design of the dwelling.

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(Continue in additional Annexure Schedule, if required.)

- 1.11 Any boundary fence encompassing the front yard (including any road boundary fence) exceeding a height of 1.3 metres above finished ground level of the lot the subject of this Transfer; nor any boundary fence encompassing the backyard (including any road boundary fence) exceeding a height of 1.83 metres above the finished ground level of the lot the subject of this Transfer and not to erect or allow to be erected any fence constructed of cement board, sheets or panels, corrugated iron, post and wire or other metal construction. . The ground level for the purposes of measuring height shall be the level prior to any excavation or filling of land other than that undertaken at the time of subdivision to prepare the Lot.
- 1.12 Not to bring onto, raise, breed or keep any animals or livestock on the lot or in any building, providing that keeping up to 3 animals limited to dogs, cats, caged birds housed within the dwelling (but not to include roosters or cockerels), pet mice, guinea pigs and gold fish shall not be in breach of this restriction.
- 1.13 Any dwelling, building or other structure painted in other than recessive, non-reflective colours.
2. The Registered Proprietor of any Lot will not for a period of 21 years from the date of this transfer to him subdivide the Lot. For this purpose the term "subdivide" shall have the same meaning as a "subdivision of land" defined in section 218 of the Resource Management Act 1991.
3. The Registered Proprietor shall not use or permit to be used the Lot (or any part of it) for any trading or commercial purpose which by reason of noise, smell, visual appearance, or any other reason unreasonably detracts from the use and enjoyment of a dominant Lot by the owners or occupiers thereof, or use the servient Lot for institutional residential purposes or as hostel, lodge, or boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or local government agencies, or public or private health sector agencies, or, public or private retirement care providers, or public or private educational providers.
4. The Registered Proprietor of any Lot will not allow rubbish or waste material to accumulate on any of the Lots or allow any of the Lots to become untidy or unsightly.
5. The Registered Proprietor of any Lot will not permit or suffer, permit or allow recreational or commercial vehicles or trailers to be regularly located on the street or footpath nor in front of the building or any dwelling on any Lot.

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(Continue in additional Annexure Schedule, if required.)

6. The Registered Proprietor of the Lot will keep and maintain the Lot in a neat and tidy condition and prevent it from becoming unsightly, as well as the Council owned road frontage of the land from the possession date.
7. The use of adjacent or abutting land and footpaths for access and dumping of rubbish is strictly prohibited.
8. The Registered Proprietor of the Lot shall reinstate, replace or be responsible for all costs arising from damage to other lots, the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the use of the land directly or indirectly through the Registered Proprietor's actions or those of the Registered Proprietor's agents or invitees, or work people.
9. The Registered Proprietor of any Lot will not interfere with or remove any survey pegs or markers on the lot and in the event that the Registered Proprietor (or agents, workmen, contractors, guests or invitees) do so, the Registered Proprietor will reimburse the vendor hereunder for all costs and expenses in having such pegs or markers replaced by a registered surveyor.
10. The Registered Proprietor shall complete any building on the lot within 12 months of commencement of laying down the foundations and within 15 months of laying down the foundations, complete all ancillary work such as fencing and landscaping and will within that 15 months period construct in a proper and tradesman like manner a driveway or vehicle access in a permanent continuous surfacing of concrete, paving or tar-sealing.
11. The Registered Proprietor shall not erect any dwelling building or other structure on the lot unless the approval of Hollybush Limited or its nominee in writing has first been had and obtained. In the event that request is made accordingly for approval and such approval is neither given nor declined within a period of 30 days after presentation of the plans for the building or other structures proposed to the said Hollybush Limited, then such approval shall be deemed to be given. If such approval is given or deemed to be given, then the Registered Proprietor of the lot shall not depart from the plans presented for approval when constructing the buildings or other structures proposed.
12. The Vendor Hollybush Limited will not be liable because of any action it fails to take or form any default in any dwelling, building, fence or other structure erected on any lot or at all as a result of these covenants

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or otherwise and the Registered Proprietor for the time being of the lot and the Dominant Lots shall indemnify and keep indemnified Hollybush Limited and its legal successors (other than successors in title after registration of a Memorandum to the Purchaser hereunder) from any costs, claims, suits, demands, liabilities actions or proceedings or otherwise arising out of or by virtue of a transfer of the lot to a Registered Proprietor.

SCHEDULE B

Servient Allotment
On DP 318968

Dominant Allotment on DP 318968

Lot 1 CT74258	Lots 2-10, 12-15 and 17
Lot 2 CT 74259	Lots 1, 3-10, 12-15 and 17
Lot 3 CT74260	Lots 1, 2, 4-10, 12-15 and 17
Lot 4 CT 74261	Lots 1-3, 5-10, 12-15 and 17
Lot 5 CT 74262	Lots 1-4, 6-10, 12-15 and 17
Lot 6 CT 74263	Lots 1-5, 7-10, 12-15 and 17
Lot 7 CT 74264	Lots 1-6, 8-10, 12-15 and 17
Lot 8 CT 74625	Lots 1-7, 9-10, 12-15 and 17
Lot 9 CT 74266	Lots 1-8, 10, 12-15 and 17
Lot 10 CT 74267	Lots 1-9, 12-15 and 17
Lot 12 CT 74268	Lots 1-10, 13-15 and 17
Lot 13 CT 74269	Lots 1-10, 12, 14, 15 and 17

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Lot 14 CT 74270

Lots 1-10, 12, 13, 15 and 17

Lot 15 CT74271

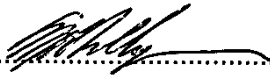
Lots 1-10, 12-14 and 17

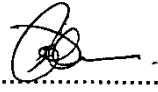
(N.B. Lot 17 CT 74272)

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The Mortgagee **LESLIE JAMES HOLLYMAN** by virtue of Mortgage No 403996.2
DOES HEREBY CONSENT to the registration of the within Transfer without
prejudice to its rights and remedies under the said Mortgage

Signed by the said Mortgagee
LESLIE JAMES HOLLYMAN
In the presence of:


.....


.....

Pam Colee
Law Clerk
Nelson.

19/05/2003
19/05/2003
19/05/2003

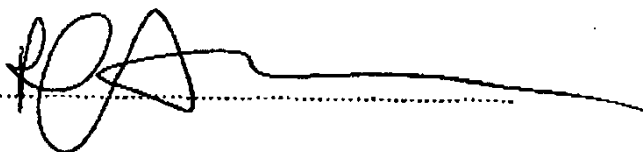
12:06
13:06
09:25

64 3 5439528
TASMAN DISTRICT COUNCIL → 15482157
McPADDEN, McPADDEN & McPADDEN

NO. 477 002

The Caveator **TASMAN DISTRICT COUNCIL** by virtue of Caveat No
5571479.11 DOES HEREBY CONSENT to the registration of the within Transfer
without prejudice to its rights and remedies under the said Caveat

Signed for and on behalf
Of the said
TASMAN DISTRICT COUNCIL :



19/05/2003 11:26 +64 9 3744788

19-MAY-2003 11:34 FROM NBNZ LENDING SERVICENTRE TO

1035482157 P.02/03

19/05/2003 09:59 Received 05/19/2003 09:59AM in 03:30 on line [1] for LSCRUR1 * Pg 2/10
McFADDEN McEKEEN PHILLIPS → 0800111018

NO.543 0002

The Mortgagee **NATIONAL BANK OF NEW ZEALAND** by virtue of Mortgage No
5338555.1 DOES HEREBY CONSENT to the registration of the within Transfer
without prejudice to its rights and remedies under the said Mortgage

Signed by the said Mortgagee
NATIONAL BANK OF NEW ZEALAND
By its Attorney in the presence of:

The National Bank of
New Zealand Limited
by its Attorney

Michael John Kemp

Witness: Pauline Ann Peri
Occupation: Bank Officer
Address: Auckland

Witness: Pauline Ann Peri
Occupation: Bank Officer
Address: Auckland

Dated: 19 May 2003



The National Bank
of New Zealand Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Michael John Kemp, Manager Lending Services of Auckland in New Zealand **HEREBY CERTIFY:**

1. **THAT** by Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No	D.016180	Hokitika	as No	105147
Blenheim	as No	186002	Invercargill	as No	242542.1
Christchurch	as No	A.256503.1	Napier	as No	644654.1
Dunedin	as No	911369	Nelson	as No	359781
Gisborne	as No	G.210991	New Plymouth	as No	433509
Hamilton	as No	B.355185	Wellington	as No	B.530013.1

The National Bank of New Zealand Limited (the "Bank") appointed me its Attorney with the powers and authorities specified in that Deed.

2. **THAT** at the date of this Certificate, I am the Manager Lending Administration, Auckland Lending Services Centre of the Bank.
3. **THAT** at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding-up or dissolution of the Bank or otherwise.

DATED at Auckland this 19th day of May 2003