

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

**Transfer instrument**

Section 90, Land Transfer Act 1952

**T 5686514.9 Transfer**

Cpy - 01/01, Pgs - 011, 07/08/03, 14:26



DocID: 210899063

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

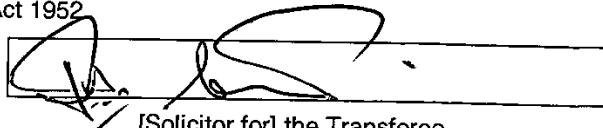
The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this 13<sup>th</sup> 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  Occupation PAMELA CHRISTINE COLEE Address LEGAL SECRETARY NELSON
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

Dated

13 May 2003

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(Continue in additional Annexure Schedule, if required.)

Continuation of Titles:

86986	ALL
86987	ALL
86988	ALL
86989	ALL
86990	ALL
86991	ALL
86992	ALL
86993	ALL
86994	ALL
86995	ALL
86996	ALL
86997	ALL
86998	ALL
86999	ALL
87000	ALL
87001	ALL
87002	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~~ Transfer

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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.)

SCHEDULE A

**Covenants to be registered on Lots 17 to 24 and lot 56 to 64 for the benefit of Lots 17 to 24 and Lots 56 to 64 and 69 Deposited Plan 321737**

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 130m<sup>2</sup>, 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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**Annexure Schedule****Insert type of instrument****"Mortgage", "Transfer", "Lease" etc****Transfer**

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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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**Annexure Schedule****Insert type of instrument****"Mortgage", "Transfer", "Lease" etc****Transfer**

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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 ~~Allocation~~ Lots****On DP 321737****Lots  
Dominant ~~Allocation~~ on DP 321737**

Lot 17 CT86986	Lots 18-24, 56-64 and 69
Lot 18 CT86987	Lots 17, 19-24, 56-64 and 69
Lot 19 CT86988	Lots 17,18, 20-24, 56-64 and 69
Lot 20 CT86989	Lots 17-19, 21-24, 56-64 and 69
Lot 21 CT86990	Lots 17-20, 22-24, 56-64 and 69
Lot 22 CT86991	Lots 17-21, 23, 24, 56-64 and 69
Lot 23 CT86992	Lots 17-22, 24, 56-64 and 69
Lot 24 CT86993	Lots 17-23, 56-64 and 69
Lot 56 CT86994	Lots 17-24, 57-64 and 69
Lot 57 CT86995	Lots 17-24, 56, 58-64 and 69
Lot 58 CT86996	Lots 17-24, 56,57, 59-64 and 69
Lot 59 CT86997	Lots 17-24, 56-58, 60-64 and 69

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Lot 60 CT86998

Lots 17-24, 56-59, 61-64 and 69

Lot 61 CT86999

Lots 17-24, 56-60, 62-64 and 69

Lot 62 CT87000

Lots 17-24, 56-61, 63, 64 and 69

Lot 63 CT87001

Lots 17-24, 56-62, 64 and 69

Lot 64 CT87002

Lots 17-24, 56-63 and 69

(N.B. Lot 69 CT 87003)

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A handwritten signature in black ink, appearing to read "John Smith".

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:

.....  
KATRINA GARDNER

*Gardner*

WITNESS: *R*

TIMOTHY JAMES RHODES  
BANK OFFICER  
AUCKLAND



# The National Bank

of New Zealand Limited

## CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **KAPUA KATRINA GARDINER** 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 Services, Auckland Regional Support 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 the 10<sup>th</sup> day of June 2003

*K. Gardiner*

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

Dated: 13 May 2003

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



PAMELA CHRISTINE COLEE  
LEGAL SECRETARY  
NELSON