

Approved by Registrar-General of Land under No. 2002/1026
Transfer instrument
Section 90, Land Transfer Act 1952



T 6180121.7 Transfer

Cpy - 01/01, Pgs - 006, 05/11/04, 09:56



DocID: 211254540

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 (Refer Annexure Schedule)

Fee Simple

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 11th day of October 2004

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 <i>Jan Gillanders</i> Occupation <i>Registered Nurse</i> Address <i>177B Halifax St Nelson</i>
Signature [common seal] of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Transferee



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

Transfer

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(Continue in additional Annexure Schedule, if required.)

Signed by the Transferee
HOLLYBUSH LIMITED by
its Director in the presence of:



Witness signature:



Witness Name:

Jan Gillanders

Occupation:

Registered Nurse

Address:

1/77B Halifax St East

The Wood

Nelson

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
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(Continue in additional Annexure Schedule, if required.)

Continuation of Titles:

159803	ALL
159804	ALL
159805	ALL
159806	ALL
159807	ALL
159808	ALL
159809	ALL
159810	ALL

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(Continue in additional Annexure Schedule, if required.)

Covenants to be registered on Lot 37, Lots 44 to 50 [REDACTED] for the benefit of Lot 37, Lots 44 to 50 and Lot 52
Deposited Plan 338787

SCHEDULE A

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 130 m², 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 construed of pre-used or second hand materials.
 - 1.7 Any temporary building or structure or any building or 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.
 - 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.

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(Continue in additional Annexure Schedule, if required.)

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.
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

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12 The vendor Hollybush Limited will not be liable because of any action it fails to take to form any default in any dwelling, building, fence or other structure erected on any lot or at all as a result of these covenants 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 338787**

Lot 37 CT 159803	Lots 44-50 and 52
Lot 44 CT 159804	Lot 37, 45-50 and 52
Lot 45 CT 159805	Lot 37, 44, 46-50 and 52
Lot 46 CT 159806	Lot 37, 44, 45 47-50 and 52
Lot 47 CT 159807	Lot 37, 44-46, 48 – 50 and 52
Lot 48 CT 159808	Lot 37, 44 – 47, 49, 50 and 52
Lot 49 CT 159809	Lot 37, 44 – 48, 50 and 52
Lot 50 CT 159810	Lot 37, 44 – 49 and 52

(N.B. Lot 52 CT 159811)

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