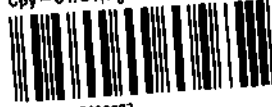


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# **TRANSFER**

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**

**TRANSFER**  
**Land Transfer Act 1952**

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule; no other format will be received.

Land Registration District

Nelson

Certificate of Title No. All or Part? Area and legal description – *Insert only when part or Stratum, CT*

See Schedule C

Transferor Surnames must be underlined

WAI-ITI HILLS DEVELOPMENTS LIMITED

Transferee Surnames must be underlined

WAI-ITI HILLS DEVELOPMENTS LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No. ....; Right of way etc.*

Fee Simple subject to Land Covenant (continued on Page 2 Annexure Schedule)

Consideration

\$0.10 (Ten Cents)

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

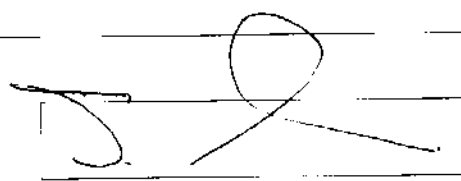
Dated this 2nd day of October 2002

Attestation

Signed in my presence by the Transferor and Transferee by its Directors  
Signature of Witness  
Witness to complete in BLOCK letters  
(unless typewritten or legibly stamped)  
Witness name  
Occupation  
Address  
Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1921  
(DELETE IN APPLICABLE CERTIFICATE)



Solicitor for the Transferee

### Annexure Schedule

Insert below  
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 2.10.2002

Page 3 of 4 Pages

- having to specify reasons;
- (f) any building dwelling or structure that is not of recessive colours to the intent that any such colours shall blend harmoniously with the natural features and environment of the area and in particular roofing shall be of dark colouring to minimise glare;
  - (g) any outbuildings that are not tidy, neat and designed and built to a high standard commensurate with the general standards of the subdivision;
  - (h) any building or structure under a building consent that permits temporary occupation of such building or structure or any caravan or vehicle kept on the Servient Lot for temporary or permanent occupation;
  - (i) any hobby glasshouse or tunnel house of such a design and construction and of materials that shall cause glare or nuisance to other lot owners with any such structures to be located or screened to prevent such potential;
  - (j) any building or structure with exposed pole construction or exposed basement areas to the intent that such sub-floor areas shall be fully enclosed;
  - (k) any building that the exterior is not completed (including painted) within 12 months of the commencement of site works.
  - (l) Water tanks which are not painted in recessive colours and such tanks to be screened to limit the visual effects of such structures.
  - (m) Any building or structure until the building plans and specifications have been approved in writing by Wai-iti Hills Developments Limited as to compliance with the within restrictions PROVIDED HOWEVER such approval shall not be unreasonably or arbitrarily withheld AND PROVIDED FURTHER that should Wai-iti Hills Developments Limited fail to approve or disapprove of such plans and specifications within 15 working days of receipt of the same then it shall be deemed to have consented to the same AND FURTHER PROVIDED that such plans shall be submitted to Wai-iti Hills Developments Limited for approval prior to such plans being lodged for building consent. This provision shall only apply to new dwellings being erected on the site within five (5) years of the date of the deposit of the plan.
2. The registered proprietor of the Servient Lot shall not permit the following activities to be carried out on the Servient Lot:
- (a) the keeping of roosters and peacocks;
  - (b) the keeping of pigs for sale or trade;
  - (c) the on-site accommodation of heavy vehicles and/or commercial passenger vehicles unless garaged;
3. The registered proprietor of the Servient Lot shall not subdivide the property provided however boundary adjustments that do not increase the number of separate titles shall be acceptable;
4. The registered proprietor of the Servient Lot will not allow the grounds of the Servient Lot to become littered, overgrown or unsightly to the intent that the grounds shall be maintained and landscaped in a tidy manner. In particular this provision is to be strictly adhered to during the period of construction when construction and landscaping material shall be neatly stored on site and off-cuts and packaging shall be regularly removed.
5. The registered Proprietor of the Servient Lot shall not allow vegetation including trees to grow to a height exceeding 15 meters above any ridge line;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

**Annexure Schedule**

Insert below  
 "Mortgage", "Transfer", "Lease" etc

Transfer

Dated 2.10.2002

Page 2 of 4 Pages

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

The Transferor when registered proprietor of the land formerly contained in Certificate of Title 11A/894 subdivided the land into residential lots in the manner shown and defined in DP 309235 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 (hereinafter referred to as the "Dominant Lots") the Land Covenants set out in Schedule B over the land set out in Schedule C (hereinafter referred to as the "Servient Lots") **TO THE INTENT** that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations 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** in the manner set out in Schedule B hereto so that the Covenants run with the Servient Lots for the benefit of the respective Dominant Lots as described in Schedule A.

SCHEDULE A

Certificates of Title	inclusive - "the Dominant Lots"
35992	Lot 1
35993	Lot 2
35995	Lot 6
35996	Lot 10
35997	Lot 11
35998	Lot 12

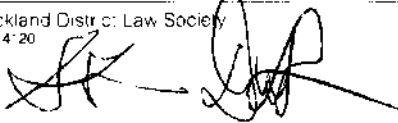
SCHEDULE B

**Land Covenants**

- 1 The registered proprietor of the Servient Lot shall not erect or permit to be erected upon the Servient Lot:-
  - (a) any dwelling with an internal floor area of less than 120m<sup>2</sup> excluding any garaging or outbuildings;
  - (b) any pre-used transported or kitset dwelling unless it has been approved by Wai-iti Hills Developments Limited which shall have absolute right of veto without having to specify reasons;
  - (c) any dwelling outbuilding structure or fence constructed of pre-used materials (excluding bricks) unless it has been approved by Wai-iti Hills Developments Limited which shall have absolute right of veto without having to specify reasons;
  - (d) any dwelling building or structure with an external wall cladding of hardiplank or metal cladding or other cladding of similar composition or construction, the area of which exceeds 20% of the total area of the external wall areas;
  - (e) any building, dwelling or structure of a radically unconventional design unless it has been approved by Wai-iti Hills Developments Limited which shall have absolute right of veto without

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

*X initials* 

Auckland District Law Society  
 REF 4-20 

Annexure Schedule

TRANSFER

Dated

2-10-2002

Page

4

of

4

Pages

- 6. The registered proprietor of the Servient Lot acknowledges that there is an abundance of birdlife in the area which has been encouraged by the prior landowners and the Wakefield Bush Protection Society. The registered proprietors of the Servient Lots are encouraged to embrace the culture of the Wakefield Bush Protection Society by discouraging their domestic cats from hunting the birdlife and by not encouraging wild feral cats. The registered proprietors of the Servient Lots shall not keep more than two dogs on the Servient Lot provided however that puppies under the age of ten weeks are exempt from this provision.
- 7. The registered proprietor of the Servient Lot shall not (unless permitted by the proviso to this clause) use nor permit the use of the property for institutional residential purposes or as a 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 or educational agencies or contractors. This clause however shall not prevent the property being used for tourist or holiday accommodation provided such use has been consented to by the Tasman District Council.
- 8. Wai-iti Hills Developments Limited will not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence or other structure erected on any of the allotments or at all as a result of these covenants or otherwise and the registered proprietors for the time being of the Servient Lots and the Dominant Lots shall indemnify and keep indemnified the said Wai-iti Hills Developments Limited and its legal successors (other than successors in title after registration of a memorandum of transfer) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising.
- 9. The registered proprietor acknowledges that the above restrictions shall last for twenty-five (25) years from the date of deposit of the plan of subdivision No. 309235.

SCHEDULE C

Certificates of Title

inclusive - "the Servient Lots"

35992	Lot 1
35993	Lot 2
35996	Lot 10
35997	Lot 11
35998	Lot 12

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Approved by Registrar-General  
of Land under No. 1995/1004

# TRANSFER

## Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society  
REF: 4/35

**This page is for Land Registry Office use only.**  
*(except for "Law Firm Acting")*