

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

Nelson

Certificate of Title No.

45876
to
45888

All or Part? Area and legal description — *Insert only when part or Stratum, CT*

All

Transferor Surnames must be underlined

CLEVELAND SECURITIES LIMITED

Transferee Surnames must be underlined

CLEVELAND SECURITIES 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 covenants

(continued on Page 2 Annexure Schedule)

Consideration

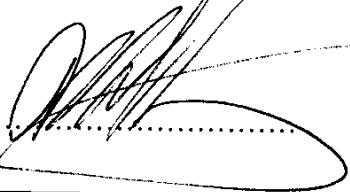
NIL

Operative Clause

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

Dated this 13th day of September 2002

Attestation


.....

.....
Signature, or common seal of Transferor

Executed

~~Signed in my presence~~ by the Transferor by MAURICE FRANCIS WOODHOUSE and
~~Signature of Witness~~ DUANE ANDREW WHITING Directors

~~Witness to complete in BLOCK letters~~
(unless typewritten or legibly stamped)

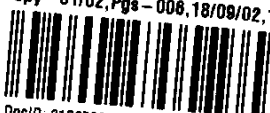
Witness name

Occupation

~~Address~~

Certified correct for the purposes of the Land Transfer Act 1952

REF: 4130

T 5348131.1 Transfer
Cpy - 01/02, Pgs - 006, 18/09/02, 12:32

DocID: 210650863


Solicitor for the Transferee

TRANSFER

Land Transfer Act 1952

Law Firm Acting

Auckland District Law Society
REF: 4130

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

Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc

Transfer

dated

13 - 9 - 2002

page

2

of

5

pages

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

The Transferor when registered proprietor of the land formerly contained in Certificate of Title NL13C/240 subdivided part of the land into residential lots in the manner shown and defined on Deposited Plan 311610 **AND WHEREAS** it is the intention of the Transferor to create for the benefit of the land in the Certificates of Title set out in Schedule C (hereinafter referred to as the 'Dominant Lots') the land covenants set out in Schedule A over the land in the Certificates of Title set out in Schedule "B" hereto (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 A 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** with the Transferor in the manner set out in the Schedule A hereto so that the covenants run with the Servient Lots for the benefit of the respective Dominant Lots

SCHEDULE A

The registered proprietor or proprietors for the time being of the Lots described in Schedule B hereto shall not at any time hereafter:

- A. subdivide any of the said Lots. For the purposes of this clause "subdivide" shall have the same meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991;
- B. erect or permit to be erected upon any of the allotments:
 - (i) any more than one dwelling and associated outbuildings individually designed;
 - (ii) any dwelling (including internal garaging) with an internal floor area of less than 120 square metres;
 - (iii) any outbuilding (including external garaging) other than buildings of a style and quality similar to the dwelling erected or to be erected on that lot;

(continued on Page 3 Annexure Schedule)

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

13 - 9 - 2002

page

3

of

5

pages

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

- (iv) any dwelling, building or other structure with an external wall cladding other than of brick stone split block stucco or natural timber;
- (v) any dwelling building or other structure with a roof cladding of corrugated iron whether unpainted or painted **PROVIDED THAT** Decramastic and Colorsteel products or products of similar nature painted or coated in the manufacturing process shall not be in breach of this restriction;
- (vi) any dwelling, building or structure of an "A" frame style or construction;
- (vii) any pre-used dwelling, building or structure;
- (viii) any dwelling which shall have been wholly or substantially constructed or pre-fabricated on a site other than the lot and relocated to the lot. For the purposes of this clause a kitset dwelling shall be a dwelling prefabricated on a site other than the lot;
- (ix) any structure including dwellings buildings masts and aerals exceeding 5.5 metres above the natural ground level of the allotment;
- (x) any boundary fence:
 - (a) affecting the front yard of the lot to a depth of 4 metres from the road boundary of the lot (including any fence fronting the road boundary) exceeding 1.2 metres above ground level;
 - (b) constructed of used or second hand materials.
- (xi) any dwelling or other building outside the building envelope specified in the Tasman District Council District Plan notwithstanding that Tasman District Council may have granted dispensation from strict adherence to such building envelope.

- C. grow or permit to grow on any of the allotments any tree exceeding 5.5 metres in height above the natural ground level of the allotment.

(continued on Page 4 Annexure Schedule)

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Annexure Schedule

Insert below:-

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Transfer

dated

13 - 9 - 2002

page

4

of

5

pages

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

- D. use nor permit the use of the property for other than private residential purposes to the intent that such property shall not be used for institutional residential purposes or as a 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.

AND it is hereby covenanted and agreed between the Transferor and Transferee that:

- (a) the Transferor shall not be liable because of any action that it may take or fail to take or for any default in any building erected on the land or at all as a result of the restrictions or otherwise set out herein and the registered proprietors for the time being of the servient and dominant tenements shall indemnify and keep indemnified the Transferor its successor and assigns from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this transfer.
- (b) all differences and disputes which may arise between the parties or any of them touching or concerning any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the constructions of these presents shall be referred to Arbitration in accordance with the Arbitration Act 1996 or any re-enactment thereof for the time being in force.

SCHEDULE B

Servient Lots on
Deposited Plan 310913

15	45876
16	45877
17	45878

SCHEDULE C

Dominant Lots on
Deposited Plan 310913

16, 17, 19-28
15, 17, 19-28
15, 16, 19-28

Title Ref

45877-45888
45876, 45878-45888
45876, 45877, 54879-45888

(continued on Page 5 Annexure Schedule)

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dated

13 - 9 - 2002

page

5

of

5

pages

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

Servient Lots on Deposited Plan 310913	Title Ref	Dominant Lots on Deposited Plan 310913	Title Ref
19	45879	15-17, 20-28	45876-45878, 45880-45888
20	45880	15-17, 19, 21-28	45876-45879, 45881-45888
21	45881	15-17, 19, 20, 22-28	45876-45880, 45880-45888
22	45882	15, 17, 19-21, 23-28	45876-45881, 45883-45888
23	45883	15-17, 19-22, 24-28	45876-45882, 45884-45888
24	45884	15-17, 19-23, 25-28	45876-45883, 45885, 45888
25	45885	15-17, 19-24, 26-28	45876-45884, 45886-45888
26	45886	15-17, 19-25, 27, 28	45876-45885, 45887, 45888
27	45887	15-17, 19-26, 28	45876-45886, 45888
28	45888	15-17, 19-27	45876-45887

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