



View Instrument Details

Instrument Type Transfer
Instrument No 7486756.2
Status Registered
Date & Time Lodged 03 August 2007 15:28
Lodged By Roberts, Hayley Jane

Affected Computer Registers **Land District**
231333 Nelson

Transferors

Springlea Estates Limited

Transferees

LSK Builders 2000 Limited

Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

Transferor Certifications

I certify that I have the authority to act for the Transferor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by John Malcolm Fitchett as Transferor Representative on 02/08/2007 08:19 AM

Transferee Certifications

I certify that I have the authority to act for the Transferee and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Hamish Richard Grenfell as Transferee Representative on 03/08/2007 09:55 AM

*** End of Report ***

L. & D. 82 (T)

New Zealand

EASEMENT CERTIFICATE

(IMPORTANT—Registration of this certificate does not of itself create any of the easements specified herein.)

I, HER MAJESTY THE QUEEN pursuant to The Housing Act 1955 for State Housing purposes

being the registered proprietor of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Nelson on the _____ day of _____ 19 88 under No. 13171 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO.

Nature of Easement (e.g., Right of Way, etc.)	SERVIENT TENEMENT		Dominant Tenement Allotment No(s).	Title Reference
	Allotment No.	Colour, or Other Means of Identification, of Part Subject to Easement		
RIGHTS OF WAY	ALL DP 13171	As shown on Sheet 2 DP 13171	ALL DP 13171	
	Lot 2	A	Lots 1 & 3-9	
	Lot 3	B	Lots 1 & 2 & 4-9	
	Lot 4	C	Lots 1-3 & 5-9	
	Lot 5	D	Lots 1-4 & 6-9	
	Lot 6	E	Lots 1-5 & 7-9	
	Lot 7	F	Lots 1-6 & 8-9	
	Lot 8	G	Lots 1-7 & 9	
	Lot 11	H	Lots 10 & 12-18	
	Lot 12	I	Lots 10 & 11 & 13-18	
	Lot 13	J	Lots 10-12 & 14-18	
	Lot 14	K	Lots 10-13 & 15-18	
	Lot 15	L	Lots 10-14 & 16-18	
	Lot 16	M	Lots 10-15 & 17 & 18	
Lot 17	N	Lots 10-16 & 18		

18
CONTINUED ON ATTACHED SHEET

1. Rights and powers:

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

No further rights and powers in addition to the additional rights and powers set forth in the Act.

S C H E D U L E

<u>NATURE OF EASEMENT</u>	<u>SERVIENT TENEMENT</u>		<u>DOMINANT TENEMENT</u>
	As Shown on	Allotment	
	Easement Sheet	Number	
	lodged with		
	Deposited Plan		
	13171		
	ALL DEPOSITED PLAN 13171		ALL DEPOSITED PLAN 13171
			Unless otherwise stated
RIGHT	a - b	17	Lot 16
	c - d	5	Lot 4
TO	d - e	6	Lots 4 & 5
	e - f	13	Lots 4, 5 & 6
DRAIN	h - g	14	Lot 15
	g - f	13	Lots 15 & 14
SEWAGE	i - j	2	Lot 3
RIGHT	A - B	4	Pt Lot 6 DP 3882
	B - C	5	Pt Lot 6 DP3882 & Lot 4
TO	C - D	6	Pt Lot 6 DP 3882 & Lots 4 & 5
	D - E	13	Pt Lot 6 DP 3882 & Lots 4, 5 & 6
DRAIN	F - G	13	Lot 1 DP 9928
	H - G	13	Lot 14
STORMWATER	G - E	13	Lot 1 DP 9928 & Lot 14
	E - I	13	Pt Lot 6 DP 3882 Lot 1 DP 9928 & Lots 4, 5, 6 & 14
	J - K	12	Lot 7
	K - L	12	Pt Lot 6 DP 3882 Lot 1 DP 9928 & Lots 4, 5, 6, 7, 13 & 14
	L - N	11	Pt Lot 6 DP 3882 Lot 1 DP 9928 & Lots 4, 5, 6, 7, 12, 13 & 14
	N - O	11	Pt Lot 6 DP 3882 Lot 1 DP 9928 & Lots 4, 5, 6, 7, 8, 12, 13 & 14
	O - Q	10	Pt Lot 6 DP 3882 Lot 1 DP 9928 & Lots 4, 5, 6, 7, 8, 12, 13, 14 & 11
	P - Q	10	Lot 9
	T - U	2	Lots 3
	V - W	18	Pt Lot 6 DP 3882 Lot 1 DP 9928 & Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, & 14

Q - R	10	Pt Lot 6 DP 3882 Lot 1 DP 9928 & Lots 4, 5, 6, 7, 8, 9, 11, 12, 13 & 14
M - N	11	Lot 8

TITLE

REFERENCES:

New Title references for Lots on Deposited Plan 13171
and Part Lot 6 Deposited Plan 3882 issuing off Order
for New Certificates of Title on this dealing
Lot 1 Deposited Plan 9928 is Certificate of Title
5B/759



EASEMENT CERTIFICATE

Correct for the purposes of the Land Transfer Act.

RIGHTS AND POWERS OF GRANTEES IMPLIED IN CERTAIN EASEMENTS BY SECTION 90D OF THE LAND TRANSFER ACT 1952

"1. RIGHT OF WAY

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his servants, tenants, agents, workmen, licensees, and invitees (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times by day and by night to go pass and repass, with or without horses and domestic animals of any kind and with or without carriages, vehicles, motor vehicles, machinery, and implements of any kind, over and along the land over which the right of way is granted or created.

"2. RIGHT TO CONVEY WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to take, convey, and lead water in a free and unimpeded flow (except when the flow is halted for any reasonable period necessary for essential repairs) and in any quantity, consistent with the rights of other persons having the same or similar rights, from the source of supply or point of entry, as the case may be, and following the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"3. RIGHT TO DRAIN WATER

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain and discharge water (whether rain, tempest, spring, soakage, or seepage water) in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule (or, where open drains are provided for, similar rights in regard to those drains, with the necessary modifications as are provided for in respect of pipe lines in the additional rights so set out).

"4. RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) from time to time and at all times to drain, discharge, or convey sewage and other waste material and fluid in any quantities along the stipulated course (where a course is stipulated) across the land over which the easement is granted or created, together with the additional rights incidental thereto set out in clause 5 of this Schedule.

"5. ADDITIONAL RIGHTS ATTACHING TO EASEMENTS OF RIGHT TO CONVEY WATER AND OF RIGHT TO DRAIN WATER AND OF RIGHT TO DRAIN SEWAGE

The full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee and his tenants (in common with the grantor, his tenants, and any other person lawfully entitled so to do) for the purposes of the easement concerned—

- (a) To use any line of pipes already laid on the stipulated course or any pipe or pipes in replacement or in substitution for all or any of those pipes;
- (b) Where no such line of pipes exists, to lay, place, and maintain, or to have laid, placed, and maintained, a line of pipes of a sufficient internal diameter and of suitable material for the purpose under or over the surface (as the parties decide) of the land over which the easement is granted or created and along the line defined for the purpose where such a line has been so defined;
- (c) In order to construct or maintain the efficiency of any such pipe line, the full, free, uninterrupted, and unrestricted right, liberty, and privilege for the grantee, his tenants, servants, agents, and workmen, with any tools, implements, machinery, vehicles, or equipment of whatsoever nature necessary for the purpose to enter upon the land over which the easement is granted or created (or, where only the position of the pipe line is defined in the easement, upon such part of the land of the grantor and by such route as is reasonable in the circumstances) and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, and renewing the pipe line or any part thereof and of opening up the soil of that land to such extent as may be necessary and reasonable in that regard, subject to the condition that as little disturbance as possible is caused to the surface of the land of the grantor and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

[Signature]
Solicitor for the Registered Proprietor.

The rights of way when created will be subject to Section 309(1)(a) Local Government Act 1974.

[Signature]
A.L.R.

365347.2 Transfer merger and extinguishment by Unity of Seisin of the within right to drain stormwater over pt Lot 4 DP 13171 (8B/819) marked A-B on DP 13171 as appurtenant to Lot 2 DP 17435 (pt 8B/815) - 12.2.1997 at 10.40 o'clock.

[Signature]
A.L.R.

Particulars entered in the Register as shown herein on the date and the time stamped below.

District Registrar
Assistant

of the District of Nelson

ASSISTANT LAND REGISTRAR
LAND REGISTRY NELSON
PARTICULARS ENTERED IN REGISTER

277363.27

9.21 08.APR.88



Easement instrument to grant easement or profit à prendre, Easement
Sections 90A and 90F, Land Transfer Act 1952

Cpy - 01/01, Pgs - 006, 16/12/03, 14:40



DocID: 211007686

Land registration district

Nelson

Grantor

Surname(s) must be underlined.

SPRINGLEA ESTATES LIMITED

Grantee

Surname(s) must be underlined.

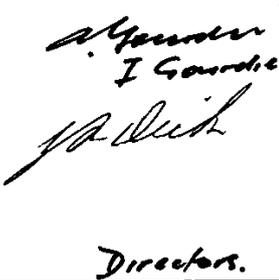
SPRINGLEA ESTATES LIMITED

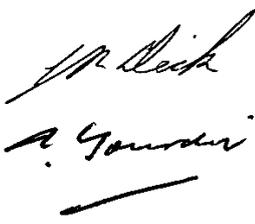
Grant* of easement or profit à prendre or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 10th day of November 2003

Attestation

 Directors.	Signed in my presence by the Grantor
	Signature of witness
Signature [common seal] of Grantor	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
	Address

	Signed in my presence by the Grantee
	Signature of witness
Signature [common seal] of Grantee	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
	Address

Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1

Easement instrument

Dated

10 November 2003

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of

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pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	A	Lot 63	Lots 55,59,60, 61 & 62
Right to Convey Water	B	Lot 62	Lots 55,59,60, 61 & 63
Right to Convey Telecommunications and Computer media	C	Lot 61	Lots 55,59,60, 62 & 63
	D	Lot 60	Lots 55,59,61, 62 & 63
	E	Lot 59	Lots 55,60,61, 62 & 63
	F	Lot 62	Lots 55, 60 & 61
	G	Lot 61	Lots 55, 60 & 62
	H	Lot 60	Lots 55, 61 & 62

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~[varied] [negated] [added to] or [substituted]~~ by:-

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule 2].~~

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

Easement Instrument

Dated 10th November 2003

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(Continue in additional Annexure Schedule, if required.)

SCHEDULE A

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement in gross
Right to drain sewage	M	Lot 3	Lot 61
Right to drain Water	N	Lot 2	Lot 61 & 62
	O	Lot 1	Lot 61 & 62
Right to convey Telecommunications and Computer media	I	Lot 60	Lots 55, 59, 61, 62 & 63

The maintenance provision in the Fourth Schedules is modified as follows:

Any maintenance, repairs or replacement of any easement granted herein, that is necessary because of any act or omission by the owner of the servant land (which includes any agents, employees, contractors, subcontractors or invitees of the owner) must be carried out promptly by that owner of the site cost of that owner or in such proportion as relates to the act or omission.

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.

[Handwritten signatures]



Bank of New Zealand

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

We, Richard Marten and Leigh Carin Bernard both of Auckland, Bank Officers, severally certify that:

1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 11th of December 2003


Richard Marten

SIGNED at Auckland this 11th of December 2003


Leigh Carin Bernard

Transfer instrument

Section 90, Land Transfer Act 1952



Land registration district

Nelson

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

All/part

Area/description of part or stratum

See Schedule C

Transferor

Surname(s) must be underlined

SPRINGLEA ESTATES LIMITED

Transferee

Surname(s) must be underlined

SPRINGLEA ESTATES LIMITED

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created

State if fencing covenant imposed.

Fee simple subject to Land Covenant (continued on page 2 annexure schedule) and the Transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor

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

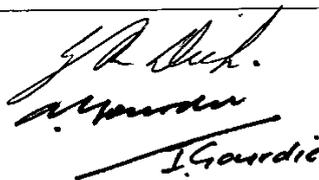
10

day of

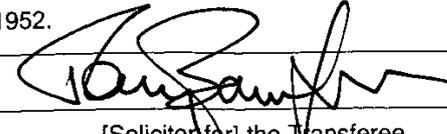
November

2003

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

 Directors.	Signed in my presence by the Transferor _____ _____ Signature of witness Witness to complete in BLOCK letters (unless legibly printed)
	Witness name _____ Occupation _____ Address _____
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

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2 of 6 pages

(Continue in additional Annexure Schedule, if required.)

SPRINGLEA ESTATES LIMITED

Proposed Continuation of "Estate or Interest or Easement to be Created"

The Transferor when registered proprietor of the land formerly contained in NL 11B/1239 and NL 12C/1153 subdivided the land into residential lots in the manner shown and defined on a DP326459 **AND WHEREAS:** it is the Transferor's intention that the Lots specified as "Servient Lots" in Schedule C are to be subject to the land covenants in Schedule B for 21 years from 1 March 2003 for the benefit of the Transferor's land specified as the "Dominant Lots" in Schedule A **TO THE INTENT** that each of the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto for 21 years from 1 March 2003 and the owners and occupiers for the time being of any of the Dominant Lots may enforce the observance of such stipulations against the owners or occupiers for the time being of the Servient Lot or Lots.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the Dominant Lots the transferee **DOETH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule B hereto so that the covenants run with the Servient Lots for the benefit of the Dominant Lots as described in Schedule A.

THAT the said **SPRINGLEA ESTATE LIMITED** will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Servient Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Dominant Lots shall indemnify and keep indemnified the said **SPRINGLEA ESTATE LIMITED** and its legal successors (other than successors in title after registration of a Memorandum of Transfer) from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this Transfer in respect of any parts of the Dominant Lots which have been transferred by the said **SPRINGLEA ESTATE LIMITED** to another registered proprietor.

THAT if the owner or the occupier for the time being of any of the Servient Lots breaches any of the restrictive covenants the owner or occupier (as the case may be) shall on requisition from a Dominant Lot owner forthwith at the election of the Dominant Lot owner either:

- (i) forthwith permanently remedy or remove such cause of the breach at the cost of the owner or occupier (whichever is in breach) on a full indemnity basis including all the Dominant Lot owner's fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breaches; or

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.

JAC

MS

Annexure Schedule

Insert type of instrument

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

Transfer

Dated

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(Continue in additional Annexure Schedule, if required.)

- (ii) pay to the Dominant Lot owner as liquidated damages the sum of \$100.00 per day for every day that such breach or non observance or non compliance continues from and after the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple proprietors of the Dominant Lot is limited to \$100.00 per day)

Schedule A

Certificate of Title

"Dominant Lots"

107629	Lot 1
107630	Lot 2
107631	Lot 3
107632	Lot 4
107633	Lot 50
107634	Lot 51
107635	Lot 52
107636	Lot 53
107637	Lot 54
107638	Lot 55
107639	Lot 56
107640	Lot 59
107641	Lot 60
107642	Lot 61
107643	Lot 62
107644	Lot 63
107645	Lot 64

Schedule B

The Transferee shall not:

- 1. Subdivide any of the servient Lots.

For the purposes of this clause :

- (a) "subdivide" shall have the same meaning given to the expression "subdivision of land" in Section 218 of the Resource Management Act 1991, and
- (b) any boundary adjustment that does not create a separate building site shall not be in breach of this condition.

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.

J.M.L.

W.S.

Annexure Schedule

Insert type of instrument

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

Transfer

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(Continue in additional Annexure Schedule, if required.)

2. Erect or permit to be erected upon any servient lot:
- (a) Any more than one dwelling and one associated outbuilding.
 - (b) A dwelling with an internal ground floor area of less than 110 square metres, excluding any garaging or outbuilding. Any dwelling shall be built on site from an individual design.
 - (c) Any dwelling, building or other structure where the wall cladding is not of a consistent quality. Consistent brick, stone and plaster (whether cement or coating over polystyrene block or sheathing) wall cladding shall not be in breach of this condition.
 - (d) A dwelling, building or other structure with a roof cladding of corrugated iron whether unpainted or painted PROVIDED THAT Decramastic and Colorsteel products or products or similar construction precoated in the manufacture process shall not be in breach of this restriction.
 - (e) Any dwelling, building or structure of a "A" frame style construction.
 - (f) Any pre-used dwelling, building or structure, or building built off site.
 - (g) Any dwelling, building or structure constructed with second hand building materials (excluding recycled brick) unless prior written approval is obtained from the Transferor.
 - (h) Any outbuildings other than building of a style and quality similar to the dwelling erected on the Servient Lot.
 - (i) Any dwelling, building, mast, aerial, tree or shrub higher than 5.8 metres above the average ground level of the Servient Lot and the position of that item.
 - (j) Any dwelling:
 - (i) having more than one storey; or
 - (ii) with a roof pitch 25° above the horizontal; or
 - (iii) building or structure incorporating an understructure that is not fully enclosed;

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.

J.A.D.

M.Y.

Annexure Schedule

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

Transfer

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10-11-02

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(Continue in additional Annexure Schedule, if required.)

- (k) Any boundary fence or fence within the allotment built of galvanised iron, polite, or cement board panels, or permit to grow any live hedge exceeding two metres in height.
 - (l) Any garage, outbuilding or fence except in permanent materials of natural timber, brick, stone, rock or plaster or any other permanent materials agreed to in writing by the Transferor.
 - (m) Any fence exceeding 1.2m in height within the front yard or boundary fence in front of dwellings within 3m from the road line.
 - (n) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive to the subdivision in terms of design and location and siting any garden shed or clothesline in such a way as to not be highly visible from the street.
3. Permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath or in front of the front building line of the dwelling on any Servient Lot.
 4. Bring on to the Servient Lot any animals or livestock to raise, breed or keep other than a maximum of two family domestic dogs or cats unless prior written approval is given by the Transferor.
 5. Allow any animal (including dogs and other domestic pets) to be kept in or about the Servient Lot which is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the Transferee is not allowed to keep on the Servient Lot any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds.
 6. Use the adjacent or abutting land and footpaths for access and dumping of rubbish. The Transferee shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Transferee's use of the land directly or indirectly through the Transferee's action or those of the Transferee's agents or invitees.

The Transferee covenants to maintain the Servient Lot to an acceptable standard (in the Transferor's opinion) and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height the Transferor reserves the right to have the Servient Lot mowed and the Transferee agrees to accept liability for such cost plus 50%.

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.

[Handwritten signatures]

Annexure Schedule

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

Transfer

Dated *10 - 11 - 03*

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(Continue in additional Annexure Schedule, if required.)

The Transferee shall ensure that the exterior of the dwelling, building or other structure visible to the public will not remain in an unfinished stage for more than six months from the commencement of the erection of such dwelling, building or other structure.

While the Transferor (the said **SPRINGLEA ESTATES LIMITED**) remains registered proprietor of at least a part of any of the Dominant Lots the Transferor reserves the right to himself (with the intent that this right does not enure to his successors in Title) to waive or vary conditions 2(b), 2(c), 2(j), 2(k) or 2(m) provided he approves in writing any alternate building plans that meet his expectations for the development. Production of such written approval shall be conclusive evidence that there is no breach of covenant and such approval will be binding on all other registered proprietors from the time being of any part of the Dominant Lots.

Schedule C

Certificates of Title	"the servient Lots"
107629	Lot 1
107630	Lot 2
107631	Lot 3
107632	Lot 4
107633	Lot 50
107634	Lot 51
107635	Lot 52
107636	Lot 53
107637	Lot 54
107638	Lot 55
107639	Lot 56
107640	Lot 59
107641	Lot 60
107642	Lot 61
107643	Lot 62
107644	Lot 63
107645	Lot 64

To The Land Registrar

Please note the above covenants on the Certificates of Title for the Dominant Lots.

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.

[Handwritten signatures]

Transfer instrument
Section 90, Land Transfer Act 1952

2003/1032EF
Approved

T 6586143.7 Transfer

Cpy - 01/01, Pgs - 009, 26/09/06, 11:06



DocID: 211637546

Land registration district

Nelson

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

All / Part

Area / description of part or stratum

See Schedule C

Transferor

Surname(s) must be underlined or in CAPITALS

SPRINGLEA ESTATES LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS

SPRINGLEA ESTATES LIMITED

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created

State if fencing covenant imposed

Fee simply subject to Land Covenant (continued on page 2 annexure schedule) and the Transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor

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(s) à prendre is described above, that easement or profit(s) à prendre is granted or created.

DATED this 25th day of August 2005

Attestation

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

 Signature [Common Seal] of Transferor	<p>Signed in my presence by the Transferor</p> Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name: Shirley Taylor Occupation: Legal Executive Address: Nelson
--	--

Certified correct for the purposes of the Land Transfer Act 1952

[Signature]

[Solicitor for] the Transferee

SPRINGLEA ESTATES LIMITED

Proposed Continuation of "Estate or Interest or Easement to be Created"

The Transferor when registered proprietor of the land formerly contained in NL 212567 subdivided the land into residential lots in the manner shown and defined on a DP 356736 **AND WHEREAS**: it is the Transferor's intention that the Lots specified as "Servient Lots" in Schedule C are to be subject to the land covenants in Schedule B for 21 years from 1 March 2005 for the benefit of the Transferor's land specified as the "Dominant Lots" in Schedule A **TO THE INTENT** that each of the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto for 21 years from 1 March 2005 and the owners and occupiers for the time being of any of the Dominant Lots may enforce the observance of such stipulations against the owners or occupiers for the time being of the Servient Lot or Lots.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the Dominant Lots the transferee **DOETH HEREBY COVENANT AND AGREE** in the manner set out in the Schedule B hereto so that the covenants run with the Servient Lots for the benefit of the Dominant Lots as described in Schedule A.

THAT the said **SPRINGLEA ESTATE LIMITED** will not be liable because of any action it takes or fails to take or for any default in any building erected on any of the Servient Lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the Dominant Lots shall indemnify and keep indemnified the said **SPRINGLEA ESTATE LIMITED** and its legal successors (other than successors in title after registration of a Memorandum of Transfer) from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this Transfer in respect of any parts of the Dominant Lots which have been transferred by the said **SPRINGLEA ESTATE LIMITED** to another registered proprietor.

THAT if the owner or the occupier for the time being of any of the Servient Lots breaches any of the restrictive covenants the owner or occupier (as the case may be) shall on requisition from a Dominant Lot owner forthwith at the election of the Dominant Lot owner either:

- (i) forthwith permanently remedy or remove such cause of the breach at the cost of the owner or occupier (whichever is in breach) on a full indemnity basis including all the Dominant Lot owner's fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breaches; or

- (ii) pay to the Dominant Lot owner as liquidated damages the sum of \$100.00 per day for every day that such breach or non observance or non compliance continues from and after the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple proprietors of the Dominant Lot is limited to \$100.00 per day)

Schedule A

Certificate of Title

"Dominant Lots"

231308	Lot 3
231309	Lot 4
231310	Lot 5
231311	Lot 6
231312	Lot 7
231313	Lot 8
231314	Lot 9
231315	Lot 10
231316	Lot 11
231317	Lot 12
231318	Lot 13
231319	Lot 14
231320	Lot 15
231321	Lot 16
231322	Lot 17
231323	Lot 18
231324	Lot 19
231325	Lot 20
231326	Lot 21
231327	Lot 22
231328	Lot 23
231329	Lot 24
231330	Lot 25
231331	Lot 26
231332	Lot 27
231333	Lot 28
231334	Lot 29
231335	Lot 30
231336	Lot 31
231337	Lot 32
231338	Lot 33
231339	Lot 34
231340	Lot 35
231341	Lot 36
231342	Lot 37
231343	Lot 38

231344	Lot 39
231345	Lot 40
231346	Lot 41
231347	Lot 42
231348	Lot 43
231349	Lot 44
231350	Lot 45
231351	Lot 46
231352	Lot 47
231353	Lot 48
231354	Lot 49

Schedule B

The Transferee shall not:

1. Subdivide any of the servient Lots.

For the purposes of this clause :

- (a) "subdivide" shall have the same meaning given to the expression "subdivision of land" in Section 218 of the Resource Management Act 1991, and
 - (b) any boundary adjustment that does not create a separate building site shall not be in breach of this condition.
2. Erect or permit to be erected or permit to remain upon any servient lot:
 - (a) Any more than one dwelling and one associated outbuilding.
 - (b) A dwelling with an internal ground floor area of less than 110 square metres, excluding any garaging or outbuilding. Any dwelling shall be built on site from an individual design.
 - (c) Any dwelling, building or other structure where the wall cladding is not of a consistent quality. Consistent brick, stone and plaster (whether cement or coating over polystyrene block or sheathing) wall cladding shall not be in breach of this condition.
 - (d) A dwelling, building or other structure with a roof cladding of corrugated iron whether unpainted or painted PROVIDED THAT Decramastic and Colorsteel products or products or similar construction precoated in the manufacture process shall not be in breach of this restriction.
 - (e) Any dwelling, building or structure of a "A" frame style construction.
 - (f) Any pre-used dwelling, building or structure, or building built off site.
 - (g) Any dwelling, building or structure constructed with second hand building materials (excluding recycled brick) unless prior written approval is obtained from the Transferor.

- (h) Any outbuildings other than building of a style and quality similar to the dwelling erected on the Servient Lot.
 - (i) Any dwelling, building, mast, aerial, tree or shrub higher than the height (in relation to Nelson City datum) set after the relevant servient allotment in Schedule C hereto.
 - (j) Any dwelling:
 - (i) with a roof pitch 25° above the horizontal; or
 - (ii) building or structure incorporating an understructure that is not fully enclosed;
 - (k) Any boundary fence or fence within the allotment built of galvanised iron, polite, or cement board panels, or permit to grow any live hedge exceeding two metres in height.
 - (l) Any garage, outbuilding or fence except in permanent materials of natural timber, brick, stone, rock or plaster or any other permanent materials agreed to in writing by the Transferor.
 - (m) Any fence exceeding 1.2m in height within the front yard or boundary fence in front of dwellings within 3m from the road line.
 - (n) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive to the subdivision in terms of design and location and siting any garden shed or clothesline in such a way as to not be highly visible from the street.
3. Permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath or in front of the front building line of the dwelling on any Servient Lot.
 4. Bring on to the Servient Lot any animals or livestock to raise, breed or keep other than a maximum of two family domestic dogs or cats unless prior written approval is given by the Transferor.
 5. Allow any animal (including dogs and other domestic pets) to be kept in or about the Servient Lot which is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the Transferee is not allowed to keep on the Servient Lot any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds.
 6. Use the adjacent or abutting land and footpaths for access and dumping of rubbish. The Transferee shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Transferee's use of the land directly or indirectly through the Transferee's action or those of the Transferee's agents or invitees.

The Transferee covenants to maintain the Servient Lot to an acceptable standard (in the Transferor's opinion) and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height the Transferor reserves the right to have the Servient Lot mowed and the Transferee agrees to accept liability for such cost plus 50%.

The Transferee shall ensure that the exterior of the dwelling, building or other structure visible to the public will not remain in an unfinished stage for more than six months from the commencement of the erection of such dwelling, building or other structure.

While the Transferor (the said **SPRINGLEA ESTATES LIMITED**) remains registered proprietor of at least a part of any of the Dominant Lots the Transferor reserves the right to himself (with the intent that this right does not enure to his successors in Title) to waive or vary conditions 2(b), 2(c), 2(i), 2(j), 2(k) or 2(m) provided he approves in writing any alternate building plans that meet his expectations for the development. Production of such written approval shall be conclusive evidence that there is no breach of covenant and such approval will be binding on all other registered proprietors from the time being of any part of the Dominant Lots.

Schedule C

Certificates of Title	"the servient Lots"	"the dominant Lots"	"height restrictions" above NCC datum
231308	Lot 3	-	-
231309	Lot 4	-	-
231310	Lot 5	Lot 6	64.0
231311	Lot 6	Lot 5 & 7	67.2
231312	Lot 7	Lot 4 & 6	70.0
231313	Lot 8	Lot 9 & 4	71.5
231314	Lot 9	Lot 10 & 4	75.8
231315	Lot 10	Lot 9 & 11	78.9
231316	Lot 11	Lot 10 & 12	84.0
231317	Lot 12	Lot 11 & 13	86.0
231318	Lot 13	Lot 12 & 14	88.9
231319	Lot 14	Lot 13 & 15	Nil
231320	Lot 15	Lot 14 & 16	93.7
231321	Lot 16	Lot 15 & 17	101.6
231322	Lot 17	Lot 16 & 21	108.1
231323	Lot 18	Lot 19 & 20	114.0
231324	Lot 19	Lot 18 & 20	Nil
231325	Lot 20	Lot 18, 19	115.8
231326	Lot 21	Lot 17, 18 & 20	108.4
231327	Lot 22	Lot 16, 17 & 21	101.3
231328	Lot 23	Lot 15, 16 & 22	95.7
231329	Lot 24	Lot 14, 15 & 23	91.4
231330	Lot 25	Lot 12, 13, 16 & 24	88.0
231331	Lot 26	Lot 12, 25 & 27	84.3
231332	Lot 27	Lot 11, 26 & 28	80.0
231333	Lot 28	Lot 10, 27 & 29	75.7
231334	Lot 29	Lot 9 & 28	72.7
231335	Lot 30	Lot 8, 9, & 29	71.6
231336	Lot 31	Lot 30 & 32	62.5
231337	Lot 32	Lot 31 & 33	62.5
231338	Lot 33	Lot 32 & 34	62.5
231339	Lot 34	Lot 35 & 36	62.5
231340	Lot 35	Lot 34 & 36	Nil
231341	Lot 36	Lot 35 & 37	Nil
231342	Lot 37	Lot 36	63.9
231343	Lot 38	Lot 39	63.0
231344	Lot 39	Lot 38 & 40	64.9
231345	Lot 40	Lot 39 & 41	67.3

231346	Lot 41	Lot 40 & 42	69.8
231347	Lot 42	Lot 41 & 43	76.3
231348	Lot 43	Lot 41, 42 & 44	73.0
231349	Lot 44	Lot 43, 45, 46 & 47	71.5
231350	Lot 45	Lot 44 & 46	69.0
231351	Lot 46	Lot 45 & 47	66.8
231352	Lot 47	Lot 46 & 48	67.0
231353	Lot 48	Lot 47 & 49	66.5
231354	Lot 49	Lot 38, 39, & 48	62.4

To The Land Registrar

Please note the above covenants on the Certificates of Title for the Dominant Lots.



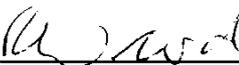
**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

We, Rachel Elizabeth Wood and Damien Justin Wannenburg both of Auckland, Bank Officers, severally certify that:

1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 25th day of August 2005



Rachel Elizabeth Wood

SIGNED at Auckland this 25th day of August 2005



Damien Justin Wannenburg

DUPLICATE

**IN THE DISTRICT COURT
HELD AT NELSON**

CIV No. 2010-042-515

IN THE MATTER of an application under Section 317 Property
Law Act 2007

AND

IN THE MATTER of an application to extinguish land covenants

AND

IN THE MATTER of an application to dispense with service

CO 8636737.1 Court Ord

Copy - 01/05, Pgs - 003, 12/11/10, 15:11



DocID: 512371618

SPRINGLEA ESTATES LIMITED an
incorporated company having its registered
office at Nelson, Property Developer

Applicant

ORDER ON ORIGINATING APPLICATION:-

- 1. EXTINGUISHING LAND COVENANT**
 - 2. DISPENSING WITH SERVICE**
 - 3. RESERVING LEAVE**
-

Instructing Solicitors:

**ROUT MILNER FITCHETT
SOLICITORS
PO BOX 580
NELSON 7040**

**PHONE (03) 548-0064
FAX (03) 546-9107
Solicitor Acting: J M Fitchett**

Person Acting:

**D M O'NEILL
BARRISTER
PO BOX 815
WAIKATO MAIL CENTRE
HAMILTON 3240
PHONE (07) 839-1745
FAX (07) 838-9319**

MAY IT PLEASE THE COURT

1. The originating application made by Springlea Estates Limited on 9 November 2010 was determined by His Honour Judge Barber.
2. The determination was made without a hearing.
3. The following orders were made:-
 - (a) Extinguishing land covenant T5840247.6 and land covenant T6586143.7 registered against Lot 57 on DP 431338 – part C/T 231308 and Lot 59 on DP 431338 – part C/T 231308 (Nelson Registry).
 - (b) Allowing these proceedings to be commenced by originating application.
 - (c) Dispensing with service of this application and the accompanying affidavits.
 - (d) Proceeding without notice.
 - (e) Granting leave to the Applicant to refer back to the Court if necessary in respect of Lot 58 on DP 431338 – part C/T 231308 (Nelson Registry) for further orders.

DATED this 10th day of November 2010.



.....
DEPUTY REGISTRAR
RG / RNST

SEALED this 11th day of November 2010.

MANUAL DEALING LODGEMENT FORM

Landonline User ID: dbarkercha

LODGING FIRM: **David Barker Conveyancing Limited**

Private Individual: _____

Address: _____

COMMERCIAL BANKING
LINZ BANKING

Plan Number/Pre-Allocated or
to be Deposited

C0 8636737.1 Court Ord
Cpy - 03/05, Pgs - 003, 12/11/10, 15-11

Copies
(inc. original)

ASSOCIATED FIRM: _____

Client Code / Ref: _____

2032-1

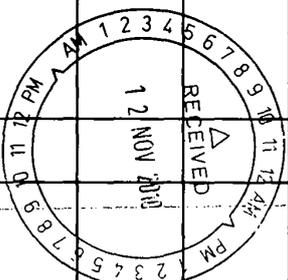
Rejected Dealing Number

8608753

Plan Number/Pre-Allocated or
to be Deposited

Doc ID: 512371618

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture	FEES \$ GST INCLUSIVE
1	231308	CO	Springlea Estates Limited	107.33				107.33
2								
3								
4								
5								



PLAN NUMBER/Pre-Allocated or
to be Deposited

Applicable to the Dealing

Subtotal **\$107.33**
Total for this dealing **\$107.33**

Less fees paid on Dealing # _____

Debit my Landonline account for
(Only available for Landonline customers)

or Cash / Cheque enclosed for

or Eft-pos payment due for

(Eft-pos only available if lodging the dealing in person at a LINZ processing centre)

\$107.33

LINZ BANKING

12/11/2010 11:12 AM

Y

DUPLICATE

IN THE DISTRICT COURT
HELD AT NELSON

CIV 2010/042/515

IN THE MATTER of an Application under Section 317 Property Law
Act 2007

A N D

IN THE MATTER of an application to extinguish land covenants

A N D

IN THE MATTER of an application to dispense with service

SPRINGLEA ESTATES LIMITED an incorporated
company having its registered office at Nelson,
Property Developer

Applicant

ORDER TO EXTINGUISH LAND COVENANTS

CO 10346022.1 Court Ori

Cpy - 01/04, Pgs - 003,24/02/16,12:25



DocID: 516335019

ROUT MILNER FITCHETT

Solicitors

Nelson

Person Attending: RDJ Fitchett

167 Hardy Street

PO Box 580 / DX WC70014

Telephone: (03) 548 0064

Facsimile: (03) 546 9107

Ministry of Justice

17 FEB 2016

NELSON

1. An interlocutory application made by Springlea Estates Limited on 28th January 2016 was determined by Judge A.A Zohrab on ~~23~~ 4 February 2016.
2. The determination was made without a hearing.
3. The following orders were made:
 - a. Land covenants T5840247.6 and T6586143.7 are to be extinguished insofar as they are appurtenant to Lot 16 CT 668531;
 - b. Lot 31 DP 487620 is to vest in Nelson City Council as Local Purpose Reserve and Lots 33-34 DP 487620 are to vest in Nelson City Council as road;
 - c. Land covenants T5840247.6 and T6586143.7 are to be extinguished against the entirety of CT 668531.

^{3rd}
DATED this ~~2nd~~ day of February 2016




Deputy Registrar **RGARNST**

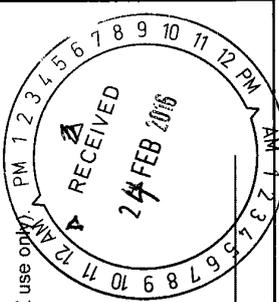
MANUAL DEALING LODGEMENT FORM

Landonline Firm Code: routmfne
 LODGING FIRM: Rout Milner Fitchett
 Private Individual: _____
 Address: PO Box 580
Nelson 7040
Shirley Taylor
 ASSOCIATED FIRM: _____
 Client Code / Ref: _____
 Contract Date: _____
 Tax Statement included

CO 10346022.1 Court Ori
 Cpy - 02/04, Pgs - 003,24/02/16, 12:25
Copies
 (inc. original)
 DocID: 516338019

Dealing/SUD Number:
(LINZ use only)
 Priority Barcode/Date Stamp
(LINZ use only)
 Plan Number Pre-Allocated or
to be Deposited: 491789
 Rejected Dealing Number: 10303745
(10319358)

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture*	FEES \$ GST INCLUSIVE
1	668531	CO	Springlea Estates Limited	\$0.00				
2				\$0.00				
3				\$0.00				
4				\$0.00				
Subtotal								\$0.00
Total for this dealing								\$0.00
Less fees paid on Dealing # _____								
Debit my Landonline account for (Only available for Landonline customers) or Cash / Cheque enclosed for (Only pay in cash if depositing in drop box at a LINZ processing centre) or Eft-pos payment due for (Eft-pos only available if lodging the dealing in person at a LINZ processing centre)								\$0.00



Annotations (LINZ use only): _____
 Original Signatures? _____

Land Information New Zealand Manual Dealing Lodgement Form
 Fees Receipt and Tax Invoice
 GST Registered Number 17-022-895
 LINZ Form P005
 September 2015

* Making a priority lodgement ensures the lodgement is entered into the LINZ work queue at the time and date it was handed over at the counter. Priority does not provide urgency in processing the dealing. For further details please reference the manual dealing user guide.