



View Instrument Details

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|-------------------------------|------------------------|
| Instrument Type | Transfer |
| Instrument No | 11625252.1 |
| Status | Registered |
| Date & Time Lodged | 16 December 2019 12:21 |
| Lodged By | Lane, Bronwyn Ruth |

| | |
|----------------------------------|----------------------|
| Affected Records of Title | Land District |
| 888441 | Nelson |

Transferors

Alan Gilbert Eden
Valeria Jeanne Eden

Transferees

Donald Edward Phillips and Darren Kent Berkett

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 Anna Elizabeth OCallaghan as Transferor Representative on 13/12/2019 04:05 PM

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 Gary Thomas Stocker as Transferee Representative on 16/12/2019 11:08 AM



View Instrument Details

*** End of Report ***

View Instrument Details



Instrument No 12136830.16
Status Registered
Date & Time Lodged 22 July 2021 16:18
Lodged By Ward, Colenna Maree
Instrument Type Covenant (All types except Land covenants)



| Affected Records of Title | Land District |
|---------------------------|---------------|
| 941976 | Nelson |
| 941977 | Nelson |
| 941978 | Nelson |
| 941981 | Nelson |
| 941998 | Nelson |
| 979640 | Nelson |
| 979638 | Nelson |
| 979639 | Nelson |

Annexure Schedule Contains 2 Pages.

Signature

Signed by Colenna Maree Ward as Grantor/Grantee Representative on 22/07/2021 08:38 AM

***** End of Report *****

FENCING COVENANT

In the Matter of the Fencing Act 1978

BETWEEN Donald Edward PHILLIPS and Darren Kent BERKETT
("the First Owner")

A N D Donald Edward PHILLIPS and Darren Kent BERKETT
("the Second Owner")

BACKGROUND:

- A. The First Owner is the registered proprietor of the land described in the First Schedule (the "First Land").
- B. The Second Owner is the current registered proprietor of the land described in the Second Schedule (the "Second Land") which is occupied by Eden Endeavours Limited ("EEL").
- C. The First Owner and the Second Owner have agreed that the Second Land shall have the benefit of a fencing covenant under the Fencing Act 1978 in favour of EEL.
- D. The fencing covenant to be registered in relation to part Lot 200 DP 548842 relates to the eastern boundary of that Lot that adjoins Lots 5 and 37 DP 548842 only.
- E. The Second Land will be transferred to EEL following registration of this Deed apart from Lot 200 DP 548842 which will be further developed by the First Owner before part is transferred to EEL.

First Schedule (First Land)

Lots 1, 2, 5 and 37 DP 548842
(RTs 941976, 941977, 979639 and 979640)

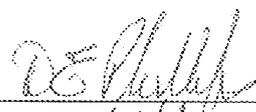
Second Schedule (Second Land)

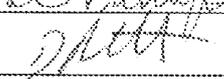
Lot 3, 6, 34 and Part Lot 200 DP 548842
(RTs 941978, 941981, 941998 and Part 979638)

TERMS OF THIS DEED:

1. The First Owner, as proprietor of the First Land, shall be bound by a fencing covenant within the meaning of section 2 of the Fencing Act 1978 ("the Act") in favour of the Second Land, which is occupied by EEL.
2. For the avoidance of doubt, the First Owner acknowledges that:
 - a. EEL shall not be required to contribute to the cost of erection or maintenance of any boundary fences between the First Land and the Second Land;
 - b. the provisions of section 6(1) do not apply to this Deed and upon registration the provisions of this Deed shall run with the First Land and bind the First Owner's heirs, successors or assigns pursuant to section 5 of the Act.

Signed by Donald Edward Phillips





and Darren Kent Berkett

as First and Second Owner

in the presence of:



Witness Signature

Witness Name **COLENNA MAREE WARD**
SOLICITOR
KNAPPS LAWYERS
NELSON

Witness Address