

Approved by Registrar-General of Land under No. 2002/1026

Transfer instrument
Section 90, Land Transfer Act 1952

T 6470280.5 Transfer

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DocID 211458858



Land registration district

NELSON

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

All/part

Area/description of part or stratum

NL8B/945

Part

1.0895 ha being Lot 2 Deposited Plan 347610

Transferor

Surname(s) must be underlined or in CAPITALS.

Michael Alan BROWN, Tania Lucy RADMAN and Jonette Patricia NALDER

Transferee

Surname(s) must be underlined or in CAPITALS.

Russell Ian AUBREY and Judith Patricia AUBREY

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created
State if fencing covenant imposed.

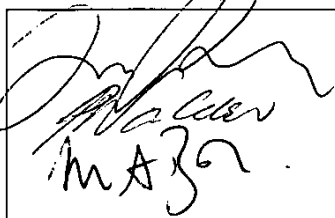
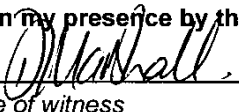
Fee simple subject to a Land Covenant (continued on page 2 annexure schedule)

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 MAY 2005

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

	Signed in my presence by the Transferor	
		
Signature [common-seal] of Transferor	Signature of witness	
	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name	
Signature [common-seal] of Transferor	Occupation	Diane Marshall Legal Executive Knapps Lawyers Nelson
	Address	

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

Page

2

of

2

pages

(Continue in additional Annexure Schedule, if required.)

TRANSFER CREATING RESTRICTIVE COVENANTS

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

The Transferor the registered proprietor of the land formerly contained in Certificate of Title NL8B/945 subdivided the land into lots in the manner shown and defined on DP 347610 AND WHEREAS it is the Transferor's intention to create for the benefit of the land in the Certificate of Title set out in Schedule A (hereinafter referred to as the "Dominant Lot") the land covenants set out in Schedule B over the land in the Certificate of Title set out in Schedule A (hereinafter referred to as the "Servient Lot") TO THE INTENT that the Servient Lot shall be bound by the stipulations and restrictions set out in Schedule B hereto (and that the owner and occupier for the time being of the Dominant Lot may enforce the observance of such stipulations against the owners or occupiers for the time being of the Servient Lot).

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

SCHEDULE A

"Servient Lot"

"Dominant Lot"

Certificate of Title 195551

Certificate of Title 195552

SCHEDULE B

No trees planted on the Servient Lot shall exceed a height of 8m above the ground level at the south eastern boundary peg of Lot 1

Continuation of "Attestation"

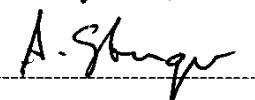
Signed in my presence by the Transferee


 Russell Ian Aubrey

Signature of Transferee


 Judith Patricia Aubrey

Signature of Witness:



Witness name:

Andrew Stanger

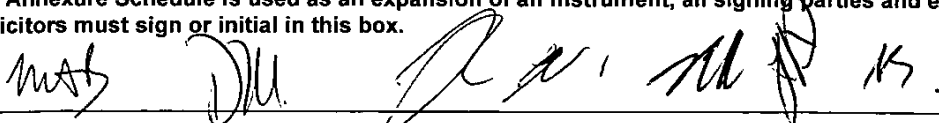
Occupation:

Surveyor

Address:

66 Oxford St, Richmond.

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 - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc
Page **1** of **1** pages**Consentor**Surname must be underlined or in CAPITALS**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

BANK OF NEW ZEALAND**MORTGAGE NO. 6295047.3****Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~~~section~~ of the ~~Act~~

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the registration of the within instrument without prejudice to its rights, remedies & powers under the said Memorandum of MortgageDated this 10 day of May 2005**Attestation**Witnessed on
behalf of BANK OF NEW
ZEALAND by its
Attorneys

Damien Justin Wannenburg

Rachel Elizabeth Wood

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Noel Ronald Letford

Occupation

Bank Officer

Address

Auckland

Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.



Bank of New Zealand

**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:

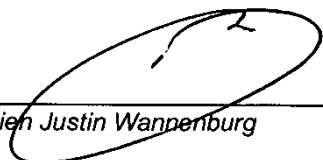
Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate 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 10th day of May 2005



Rachel Elizabeth Wood

SIGNED at Auckland this 10th day of May 2005



Damien Justin Wannenburg