

398892.6 T

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*

13B	681	All
13B	682	All

(continued on page 2 annexure schedule)

Transferor Surnames must be underlined

Graeme Rainsford Dick and Ian Gourdie

Transferee Surnames must be underlined

The said **Graeme Rainsford Dick and Ian Gourdie**

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

\$1.00

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 9th day of May 19 2000

Attestation

2000

Ian Gourdie

Signed in my presence by the Transferor
Signature of Witness

Ian Gourdie

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

Witness name **Jacqueline Faulkner**
Occupation **Legal Executive**
Address **Symns Law
Nelson**

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part 1A of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971
(DELETE INAPPLICABLE CERTIFICATE)

[Signature]

Solicitor for the Transferee

New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, KELSEY MAREE LAWRIE of Wellington and
Raynor Thomas Edward McMahon of Wellington, New Zealand,

Bank Officers, severally certify that:

1. By deed dated 25 May 1994 (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 Land Transfer Offices at:

Auckland	as No.	C622693.1F	Blenheim	as No.	174983
Christchurch	as No.	A124795.1	Dunedin	as No.	859913
Gisborne	as No.	G198246.1	Hamilton	as No.	B214884
Hokitika	as No.	098538	Invercargill	as No.	221983.1
Napier	as No.	609666.1	Nelson	as No.	339830.1
New Plymouth	as No.	412259	Wellington	as No.	B363693.1
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 Wellington)
this 10th day of May 2000)

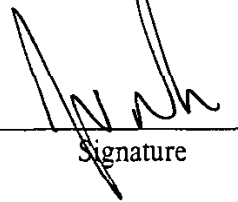


Signature

KELSEY MAREE LAWRIE

Name

SIGNED at Wellington)
this 10th day of May 2000)



Signature

Raynor Thomas Edward McMahon

Name

40000699

Annexure Schedule

Transfer, "Lease" etc

Dated 9 May 2000

Page 7 of 7 Pages

BANK OF NEW ZEALAND as Mortgagee pursuant to Mortgage 375619.32 HEREBY CONSENTS to registration of the within Transfer creating land covenants but without prejudice to its rights and remedies under the said Mortgage.

DATED at Wellington this 10th day of May 2000

SIGNED for and on behalf of
BANK OF NEW ZEALAND
 by its Attorneys

KELSEY MAREE LAWRIE
 Raynor Thomas Edward McMahon

By its Attorneys:

in the presence of:
 Witness: **Jeremy [Signature]**
 Occupation: Bank Officer
 Address: Wellington

BANK OF NEW ZEALAND
 By its Attorneys:

[Signature]

[Signature]

40609639

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.

[Signatures and initials of parties and witnesses]

Annexure Schedule

Transfer, "Lease" etc

Dated 9 May 2000

Page 2 of 7 Pages

Continuation of "Certificate of Title No."

13B	683	All
13B	684	All
13B	685	All
13B	686	All
13B	687	All
13B	688	All
13B	689	All
13B	690	All
13B	691	All
13B	692	All
13B	693	All
13B	694	All
13B	695	All
13B	696	All
13B	697	All

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

1. The Transferors as registered proprietors of the land formerly contained in Certificate of Title 12B/1122 have subdivided the land into lots in the manner shown and defined on Deposited Plan 20055.
2. It is the Transferors' intention that the Lots specified as "Servient Lots" in Schedule A are to be subject to the land covenants in Schedule B for the benefit of each parcel of land specified as "Dominant Lots" in Schedule A 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 or occupiers for the time being of the Servient Lots.
3. 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 Transferees DO HEREBY COVENANT AND AGREE in the manner set out in Schedule B so that the covenants run with the Servient Lots for the benefit of the respective Dominant Lots as described in Schedule A PROVIDED THAT the Transferee shall not be personally liable for any breach of the restrictive covenants in respect of any Lot in Schedule A after the Transferee shall have parted with all interest in that Lot to the intent that the covenant shall bind only the owner and occupier for the time being of the Lot subject to the Covenants.

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

Transfer, "Lease" etc

Dated 9 May 2000

Page 3 of 7 Pages

SCHEDULE A

Servient Lots on DP 20055

- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 29
- 30
- 31
- 32
- 33
- 34

Dominant Lots on DP 20055

- 14-23 (inclusive) and 29-34 (inclusive)
- 13,15-23 (inclusive) and 29-34 (inclusive)
- 13,14, 16-23 (inclusive) and 29-34 (inclusive)
- 13, 14, 15, 17-23 (inclusive) and 29-34 (inclusive)
- 13-16 (inclusive), 18-23 (inclusive) and 29-34 (inclusive)
- 13-17 (inclusive), 19-23 (inclusive) and 29-34 (inclusive)
- 13-18 (inclusive), 20-23 (inclusive) and 29-34 (inclusive)
- 13-19 (inclusive), 21, 22, 23 and 29-34 (inclusive)
- 13-20 (inclusive), 22, 23 and 29-34 (inclusive)
- 13-21 (inclusive), 23, 29-34 (inclusive)
- 13-22 (inclusive), and 29-34 (inclusive)
- 13-23 (inclusive) and 30-34 (inclusive)
- 13-23 (inclusive), 29 and 31-34 (inclusive)
- 13-23 (inclusive), 29, 30 and 32-34 (inclusive)
- 13-23 (inclusive), 29-31 (inclusive), 33 and 34
- 13-23 (inclusive), 29-32 (inclusive) and 34
- 13-23 (inclusive) and 29-33 (inclusive)

SCHEDULE B

1 - Limited time
2 - 9 - Not limited time.

1. The Transferee/s for a period of 21 years from 1 April 2000 shall not:-
 - (a) subdivide any of the allotments. For the purposes of this clause:-
 - (i) "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; and
 - (ii) a boundary adjustment which does not create an additional residential allotment shall not contravene this covenant.
 - (b) erect or permit to be erected upon any of the allotments:-
 - (i) any more than one dwelling and associated outbuildings;
 - (ii) a dwelling with an internal floor area of less than 120 square metres, excluding any garaging or outbuildings. Any house shall be built on site from an individual design;

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.

[Handwritten signatures and initials]

Annexure Schedule

Transfer, "Lease" etc

Dated 9 May 2000

Page 4 of 7 Pages

- (iii) any garage less than 36 m² in area;
- (iv) any dwelling, building or other structure with an external wall cladding;
 - (aa) of James Hardie weatherboards smooth type or similar smooth product or any plank wider than 180 mm, or
 - (bb) of corrugated iron, Coloursteel or other metallic cladding,and whether or not claddings described in (aa) and (bb) above shall be unpainted or painted and/or coated during or subsequent to manufacture;
- (v) a dwelling, building or other structure with roof cladding of corrugated iron whether unpainted or painted, PROVIDED THAT Decramastic and Coloursteel products or products of similar construction precoated in the manufacturing process shall not be in breach of this restriction;
- (vi) any dwelling, building or structure of an "A" frame style of construction;
- (vii) any pre-used dwelling, building or structure or any kitset type dwelling of a similar cheaper design look. No second-hand building materials (excluding recycled bricks) are to be used in the construction of any dwelling or outbuildings;
- (viii) any outbuildings other than of a style and quality similar to the dwelling erected or to be erected on that lot;
- (ix) any dwelling, building, mast, aerial, tree or shrub higher than 6.0 metres above average ground level of the allotment for Lots 13 to 23 inclusive and 5.5 metres above average ground level for Lots 29 to ~~34~~³⁴ inclusive;
- (x) any two storied dwelling on the land;
- (xi) any boundary fence or fence within the section built of galvanised iron, polite, cement board panels or any live hedge exceeding 2 metres in height;
- (xii) any garage, outbuildings or fence except in permanent materials of natural timber, brick, stone, rock or plaster or any other permanent materials agreed to by the Transferor and adjoining allotment owner.

2. The transferor reserves the right for them personally to vary or waive clauses 1(b)(ii), 1(b)(ix) and 1(b)(x) provided such variation or waiver meets their expectations for the subdivision.

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Annexure Schedule

Transfer, "Lease" etc

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Dated 9 May 2000

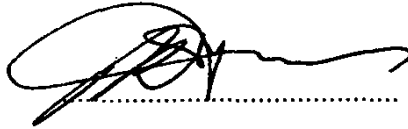
Page 5 of 7 Pages

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

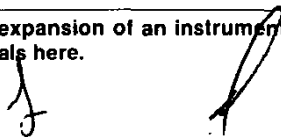
I, **ROBERT DUDLEY SYMNS** of Nelson in New Zealand Solicitor, hereby certify:

1. That by deed dated 9 July 1987 **GRAEME RAINSFORD DICK** of Nelson in New Zealand, Company Director appointed me his attorney on the terms and subject to the conditions set out in the said deed, which was deposited in the Land Registry Office at Nelson as Number 271023.1.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment by death of the said **GRAEME RAINSFORD DICK** or otherwise.

SIGNED at Nelson this 12th day of May 2000



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

TRANSFER

Dated 9 May 2000

Page 6 of 7 Pages

- 3. The transferee will not allow grass or weeds on the property to exceed 100mm in height or allow rubbish or waste material to accumulate on the property or otherwise allow the property to become unsightly.
- 4. The exterior of the dwelling house shall be completed within six (6) months of laying down the foundations for the dwelling house and the dwelling house shall be totally completed within twelve (12) months.
- 5. The transferors will not be liable for any action they take or fail to take for any breach of these restrictions or otherwise and the registered proprietors for the time being of the servient lots shall indemnify and keep indemnified the transferor and their successors and assigns (other than successors in title after registration of a memorandum of transfer to any purchaser from them) from any costs, claims, suits, demands, liabilities or otherwise howsoever arising out of or under or by virtue of this land covenant in respect of the servient lots which have been transferred by the transferor to another registered proprietor.
- 6. The transferee shall not use or permit the use of the servient lot 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.
- 7. The transferee will plant 6 trees or shrubs on the property within twelve months of possession and will landscape it to a good standard acceptable to the transferor after any dwelling is erected on it.
- 8. If there should be any breach or non-observance of the covenants and conditions hereinbefore set out then the transferors without prejudice to any other rights, remedies and powers reposed in the transferor may remove or modify or cause to be removed or modified any building or improvement erected, repaired or completed in breach or non observance of the foregoing covenants and the cost of so doing plus 50% of such costs (as liquidated damages) shall be recoverable from the transferee on demand.
- 9. The term "transferor" where used herein refers to and includes the respective executors, administrators and assigns of the transferor.

Continuation of "Attestation"

Signed in my presence by the Transferor)
 Graeme Rainsford Dick by his attorney)
 Robert Dudley Symms)
 Jacqueline Faulkner
 Legal Executive
 Symms Law
 Nelson

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
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Auckland District Law Society
REF: 4135

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

2.1.1
Land Govs



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NEW ZEALAND
FOR REGISTRAR - GENERAL

3.36 04 JUL 00

398892.6



TRANSFER
Land Transfer Act 1952

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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.

13B / 683

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

ALL

Transferor Surnames must be underlined

GRAEME RAINSFORD DICK and
IAN GOURDIE

Transferee Surnames must be underlined

ANDREW GRAY MARWICK and
LORRAINE GWENYTH MARWICK as tenants in common in equal shares

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

FEE SIMPLE AND THE TRANSFEEE SHALL BE BOUND BY A FENCING COVENANT AS DEFINED IN SECTION 2 OF THE FENCING ACT 1978 IN FAVOUR OF THE TRANSFEROR

Consideration

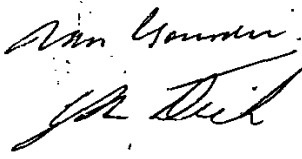
\$89,000.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE 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 10th day of November 2000

Attestation


Signature, or common seal of Transferor

Signed in my presence by the Transferor
Signature of Witness
Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)
Witness name Jacqueline Faulkner
Occupation Legal Executive
Address Symns Law
Nelson

Certified correct for the purposes of the Land Transfer Act 1952

REF: 4130


Solicitor for the Transferee

Approved by Registrar-General
of Land under No. 1995/1003

TRANSFER

Land Transfer Act 1952

Law Firm Acting
Richmond Law 2 McGlashen Avenue Richmond Nelson Telephone: (03) 544-7949

Auckland District Law Society
REF: 4130

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PARTICULARS OF THE REGISTRAR GENERAL
LAND REGISTRY OFFICE
FOR REGISTRAR GENERAL
7.1.C
NEW ZEALAND

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