

**Transfer instrument**  
Section 90, Land Transfer Act 1952

**T 6422188.1 Transfer**

Cpy - 01/03, Pgs - 002, 16/06/05, 10:08



DocID: 211422293

Land registration district

NELSON

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

All/part

Area/description of part or stratum

193001

All

Transferor

Surname(s) must be underlined or in CAPITALS.

Ian GOURDIE and Colleen Natalie GOURDIE

Transferee

Surname(s) must be underlined or in CAPITALS.

Raymond Lance FISHER and Rosemary Ann FISHER

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


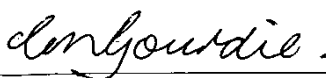
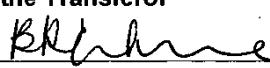
Fee simple and the Transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor

Operative clause

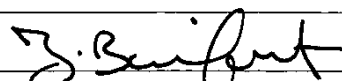
The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this 10th day of May 2005

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

 	<b>Signed in my presence by the Transferor</b> 	
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b> Occupation Address	
<b>Signature [common seal] of Transferor</b>	BRONWYN RUTH LANE REGISTERED LEGAL EXECUTIVE NELSON	

Certified correct for the purposes of the Land Transfer Act 1952.

  
[Solicitor for the Transferee]

Landmark User ID: Pittme

LODGING FIRM: Pitt & Moore

Address: P O Box 42

NELSON

RECEIVED

Survey Plot (#)

Tran Plot (#)

Traverse Sheets (#)

Field Notes (#)

Cable Sheets (#)

Survey Report

Dealing / Sale Number  
(LPPZ Use only)

Party Transfer/Dealing  
(LPPZ use only)

T 6422188.1 Transfer

CPY - 02/03, Pgs - 002, 16/05/05, 10-08

**Copies**

(inc. original)

DocID: 211422293

Uploading Box Number: \_\_\_\_\_

Plan Number Pre-Allocated or  
to be Deposited: \_\_\_\_\_

Repeating Dealing Number: \_\_\_\_\_

Client Code / Ref: \_\_\_\_\_

Other (State)

Priority Code	CT Ref	Type of Inheritance	Name of Parties	DIVIDED FOR SURVEY FEES	RELIABLE FEES	NOTES	ADVERTISING	NEW LINES	OTHER	RE-DEVELOPMENT & PROPERTY FEE	FEES & PROPERTY FEE	DEVELOPMENT FEE
1	193001	T	Gouldie Fisher	50.00								\$50.00
2												
3												
4												
5												
6												

Landmark User ID: Pittme

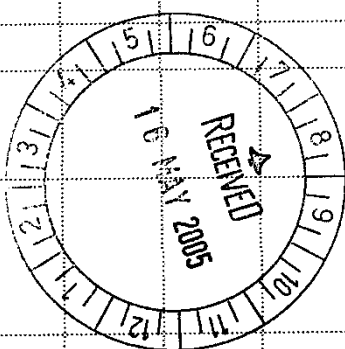
Fees Rate and Tax Invoice

OST Registered Number 17-022-565

LINZ Form P005

LINZ Form P005 - PDF

Original Signature: \_\_\_\_\_



**PAID**

5

Subtotal (for this page)

\$50.00

Total for this dealing

\$50.00

Less Fees paid on Dealing #

Cash/Cheque enclosed for

\$50.00

original - land covs

Approved by Registrar-General of Land under No. 2002/6055

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

**EI 6383834.11 Easement**

Land registration district

NELSON



Cpy - 01/01, Pgs - 010, 14/04/05, 10:20



DocID: 211396141

Grantor

Surname(s) must be underlined or in CAPITALS.

**Ian GOURDIE as to a one half share and Colleen Natalie GOURDIE as to a one half share**

Grantee

Surname(s) must be underlined or in CAPITALS.

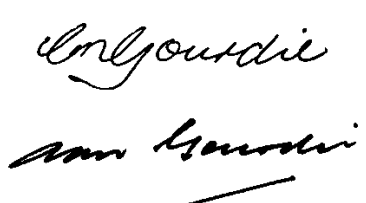

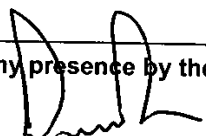
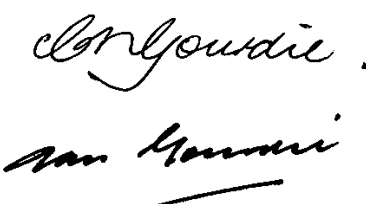

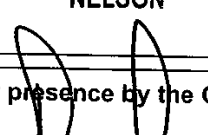
**Ian GOURDIE as to a one half share and Colleen Natalie GOURDIE as to a one half share**

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

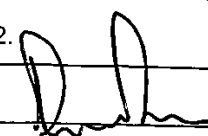
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers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

Dated this 9th day of March 2005

**Attestation**

  	<b>Signed in my presence by the Grantor</b> 
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation ROSS HANNAY McKECHNIE SOLICITOR Address NELSON
Signature [common seal] of Grantor	
  	<b>Signed in my presence by the Grantee</b> 
	Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation ROSS HANNAY McKECHNIE SOLICITOR Address NELSON
Signature [common seal] of Grantee	

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

9th March 2005

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**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)
Restrictive Land Covenants -	Continued on Annexure Schedule 2		

**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

*[Handwritten signatures and initials]*

**Annexure Schedule**



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

Easement

Dated

9th March 2005

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(Continue in additional Annexure Schedule, if required.)

**SCHEDULE A**

1. The Grantor as registered proprietor of the land formerly contained in CT 185690 has subdivided the land into lots in the manner shown and defined on DP 346943
2. It is the Grantor's 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. So as to bind the servient lots for the benefit of the respective dominant lots the Grant **DOETH HEREBY COVENANT AND AGREE** in the manner set out in Schedule B that the covenants run with the servient lots for the benefit of the respective dominant lots as described in Schedule A.

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**

Insert type of instrument

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

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

**Servient Lots on DP 346943****Servient Lots on DP 346943****Dominant Lots on DP 346943**

1	2, 4, 5 and 20
2	1 and 20
3	4 and 20
4	5
5	4, 6 and 7
6	5 and 7
7	23
8	22
9	8 and 21
10	9, 11 and 21
11	10 and 12
12	11 and 13
13	12 and 14
14	2, 13 and 15
15	1, 14 and 16
16	1, 15 and 17
17	16, 18 and 23
18	17, 19 and 23
19	18 and 23
20	1 and 3
21	8
22	23

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**

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

Easement

Dated

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(Continue in additional Annexure Schedule, if required.)

**SCHEDULE B**

1. For the purposes of this Schedule:

"bush covered" and "bush cover" means planted with trees or shrubs of the same type and species as exist on the property as at the date of this transfer. This expression is not intended to imply native bush cover and species.

"Covenant Areas" means gully areas V, W, X and Y on DP 346943 which are to remain bush covered

"IG" means the Vendor Ian Gourdie personally or his executors, administrators or assigns it being the intention that subjective consent, approval and waiver powers in this Schedule are reserved to the original developer

"Lot" and "Section" are used interchangeably to refer to allotments 1-22 defined on DP 346943

"subdivide" has the meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991

2. The registered proprietor for the time being of Lots 1-22 (inclusive) for a period of 21 years from 1 January 2005 shall not subdivide any of the allotments.
3. For the purposes of clause 2 a boundary adjustment that does not create a separate building site shall not be considered a subdivision.
4. The registered proprietor for the time being of Lots 1-22 inclusive for a period of 21 years from 1 January 2005 shall not erect or permit to be erected upon any of the allotments:
  - (i) Any more than one dwelling and one associated outbuilding. For the registered proprietor for the time being of Lot 3 DP 346943 the dwelling and associated outbuilding shall be limited to a single storey.
  - (ii) A dwelling with an internal ground floor area of less than 120m<sup>2</sup> excluding any garaging or outbuildings. Any house shall be built on site from an individual design. All underfloor areas shall be fully enclosed.
  - (iii) Any dwelling, building or other structure with an external wall cladding, of corrugated iron other metallic cladding on the external walls except that small areas of these materials may be used as a design feature. The wall cladding of the dwelling and outbuildings are to have a consistent quality and can be brick, stone, plaster (whether cement or coating over polystyrene block or sheathing.)

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

Easement

Dated

9th March 2005

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(Continue in additional Annexure Schedule, if required.)

- (iv) Any 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.
- (v) Any pre-used dwelling, building or structure or any kitset type dwelling. No second hand building materials (other than recycled bricks) are to be used in the construction of any dwelling or outbuilding unless prior written approval from IG is first obtained.
- (vi) Any dwelling, building or structure of an "A" frame style construction or any outbuilding other than buildings of a style and quality similar to the dwelling erected on that lot;
- (vii) Any mast, aerial, tree or shrub higher than 6m above the ground level except the Covenant Areas where trees can be higher provided they do not obstruct neighbours views.
- (viii) Any dwelling that shall not be fully clad and roofed within 6 calendar months of foundations being laid on the said Lot.
- (ix) Any building or structure under a building consent which permits limited term occupation of such building or structure. Nor shall the Purchaser permit any caravan to be kept on the site for temporary or permanent occupation.
- (x) Any garden shed, clothesline or letterbox except such as maybe aesthetically sensitive in terms of design and location, siting any garden shed or clothesline in such a way as to not be highly visible from the street.
- (xi) Any building which shall exceed a height of 7.5m above the established lower platform level on Lot 20 DP 346943. This restriction applies to Lot 20 only for the benefit of Lot 3 DP 346943.

5. The Grantee covenants to maintain the section to an acceptable standard (in IG'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 Grantor reserves the right to have the section mowed and the Grantee agrees to accept liability for such cost plus 50%.
6. The Grantee shall ensure that the exterior of the dwelling, building or other structures visible to the public will not remain in an unfinished stage for more than six months from construction commencing on such dwelling, building structure. All drives and pathways visible to the public shall be fully constructed in a permanent dust free surface such as concrete, decorative stones, cobblestone, interlocking paving or bitumen sealing. Such work

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**Annexure Schedule**

Insert type of instrument

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

Easement

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(Continue in additional Annexure Schedule, if required.)

will be complete in a proper tradesman-like manner within 18 months of the construction of the dwelling commencing.

7. The Grantee will not construct any road or right of way on any part of the said land, which provides access to any other land adjoining the Grantee's land without the prior approval of IG.
8. The Grantee will not permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath or in front of the building line of the dwelling on the land.
9. The Grantee will not bring on to, raise, breed or keep any animals or livestock on the Lot except for a maximum of two family domestic dogs or cats unless prior written approval is given by IG.
10. The Grantee will not allow any animal (including dogs or other domestic pets) to be kept in or about the Lot and buildings thereon which is likely to cause undue 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 Grantee shall not keep on the Lot (or in any building or structure on the lot) any dog which in whole or part resembles a Pit Bull Terrier, Staffordshire Bull Terrier, Argentinian, Rottweiler or Doberman Pinscher breed of dog.
11. The use of adjacent or abutting land and footpaths for access or for the dumping of excavated material or rubbish is strictly prohibited. The Grantee 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 directly from the Grantee's use of such land (or indirectly through the Grantee's action or those of the Grantee's agent or invitees).
12. The registered proprietors for the time being of Lots 1, 4, 5 and 23 DP 346943 shall not for a period of 25 years from 1 January 2005 cut down, burn, destroy or otherwise remove from the Covenant Areas any bush cover (and it is expressly recorded that this restriction shall not prohibit the Grantee from limited pruning, trimming and/or topping of any bush cover if such action is necessary to maintain the good health and/or appearance of the bush cover or in order to comply with clause 4(vii) of these restrictions) and shall during this 25 year period if the bush cover is damaged or destroyed (for whatever cause) forthwith replant the bush cover on their section to ensure that the Covenant Areas remain bush covered in quality species. The covenant areas shall be maintained by the owners unless a geotechnical engineer as defined in NZS 4404:2004 certifies that ongoing maintenance is not required.
13. In the event that the Grantee is in breach of any of these conditions the Grantee shall at the request of the Grantor desist from such breach and remedy such breach. All costs in such remedy and the Grantor's further cost to ensure compliance (plus 50%) shall be borne by the Grantee.

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**Annexure Schedule**



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

Easement

Dated 9th March 2005

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(Continue in additional Annexure Schedule, if required.)

14. IG reserves the right to waive any of the foregoing covenants provided that IG's reasonable expectations of standards for the subdivision are met.
15. The Grantee shall not use or permit the use of any lot for institutional residential purposes. For the purpose of this clause "institutional residential purposes" shall include (but not limited by) the use of the property for housing purposes by central or local government agencies or public or private health sector agencies.
16. That the Grantor 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 lots or at all as a result of these restrictions or otherwise and the registered proprietors for the time being of the servient and dominant tenements shall indemnify and keep indemnified the Grantor and their legal successors (other than successors in title after registration of a Memorandum of Transfer) from any costs claims suits demands liabilities or otherwise howsoever arising out of or by virtue of this Deed in respect of any Lots 1 to 22 inclusive on DP 346943 which have been transferred by the Grantor to another registered proprietor."
17. Restrictions 5, 9 and 10 of this Schedule B do not apply to Lot 5 DP 346943 to the extent that the registered proprietor for the time being of Lot 5 shall be permitted to keep and graze sheep on the lot.

**TO:** The District Land Registrar  
Nelson

Please note the benefit of these Restrictive Covenants against the Titles to the dominant lots.

Solicitor for the Grantee

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**Mortgage**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****Mortgagee under Mortgage 5046719.2****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:

**registration of the within Easement Instrument**Dated this 4 day of April 05**Attestation**SIGNED for and on  
behalf of BANK OF NEW  
ZEALAND by its  
Attorneys

Damien Justin Wannenburg

Leigh Carin Bernard

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, Leigh Carin Bernard 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 4<sup>th</sup> April 2005

Leigh Carin Bernard

SIGNED at Auckland this 4<sup>th</sup> April 2005

Damien Justin Wannenburg