

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

Transfer instrument
Section 90, Land Transfer Act 1952



T 6159707.2 Transfer
Cpy - 01/01, Pgs - 001, 23/09/04, 09:54
DocID: 211239862

Land registration district

NELSON

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

All/part

Area/description of part or stratum

131493

ALL

Transferor

Surname(s) must be underlined or in CAPITALS.

Sutherland Developments Limited

Transferee

Surname(s) must be underlined or in CAPITALS.

Gary Robert HUNT and Miriam Anne HUNT as Tenants in Common in equal shares

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 3rd day of September 2004

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

SIGNED by SUTHERLAND DEVELOPMENTS LIMITED by its director

Peter Douglas MURRAY

Signature [common seal] of
Transferor

Signed in my presence by the Transferor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name Cara Cogell

Occupation Receptionist

Address Nelson

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

[Solicitor for] the Transferee

Transfer instrument
Section 90, Land Transfer Act 1952



T 5957336.5 Transfer

Cpy - 01/01, Pgs - 009, 06/04/04, 09:53



DocID: 211094381

Land registration district

NELSON

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

All/part

Area/description of part or stratum

Refer Annexure
Schedule

Transferor

Surname(s) must be underlined or in CAPITALS.

SUTHERLAND DEVELOPMENTS LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

SUTHERLAND DEVELOPMENTS 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 covenants (continued on 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 26th day of February 2004

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

SIGNED by SUTHERLAND
DEVELOPMENTS LIMITED by its director

Peter Douglas MURRAY

Signature [common seal] of
Transferor

Signed in my presence by the Transferor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

DAVID GORDON PHILLIPS

Occupation

SOLICITOR

Address

NELSON

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

[Signature]
[Solicitor for] the Transferee

Annexure Schedule



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

Transfer

Dated

26/2/2004

Page

1

of

6

Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Certificate of Title

131492 All
131493 All
131494 All
131495 All
131496 All
131497 All
131498 All
131499 All
131500 All
131501 All
131502 All
131503 All
131504 All
131505 All
131506 All
131507 All

Continuation of Attestation

SIGNED by the Transferee
SUTHERLAND DEVELOPMENTS LIMITED
by its director in the presence of:


Peter Douglas Murray Director

Witness Signature:

Name:

DAVID GORDON PHILLIPS

Occupation:

SOLICITOR

Address:

NELSON

Continuation of Estate or Interest or Easement to be Created

1. It is the Transferor's intention that the Lot specified as "Servient Lots" in Schedule B are to be subject to the Land Covenants specified in Schedule A for the benefit of each of the Lots specified as "Dominant Lots" in Schedule B TO THE INTENT that the Servient Lots shall be bound forever by the stipulations and restrictions set out in Schedule A and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of any such stipulations and restrictions against the owners and occupiers for the time being of the Servient Lots.
2. Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey property to itself.

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



Transfer

Dated

26/2/2004

Page

2

of

6

Pages

(Continue in additional Annexure Schedule, if required.)

3. Section 66A of the Property Law Act 1952 provides that a covenant for the purposes or incidental to any conveyance or property made by registered proprietor with itself shall be as valid as if made with another.
4. The Transferee wishes to accept such conveyance and enter into the covenants on the part of the Transferee contained herein.
5. As incidental to the transfer of the Servient Lots so as to bind the Servient Lots for the benefit of the Dominant Lots the Transferee HEREBY COVENANTS AND AGREES in the manner set out in Schedule A herein so that the covenants run with the Servient Lots for the benefit of the Dominant Lots.

Schedule A

**[Covenants to be Registered on Lots 1-16 for the Benefit of Lots 1-16
Deposited Plan 332038]**

1. Covenants

1. The Registered Proprietor of any servient Lot will not for a period of 30 years from the date of this transfer erect or permit to be erected upon the servient Lot:
 - 1.1 Any more than one dwelling and associated outbuildings.
 - 1.2 A dwelling with an internal floor area of less than 150m², excluding any garaging, carports, decking, roof overhangs or outbuildings.
 - 1.3 A dwelling without a double garage or garaging having an area of less than 36m².
 - 1.4 Any outbuilding (including external garaging) other than buildings of a style and quality similar to the dwelling erected or to be erected on the Lot.
 - 1.5 Any dwelling, building or other structure with an external wall cladding:
 - (a) Of "hardiplank" or other cladding of similar composition or construction the area of which exceeds 15% of the total area of the external walls of the dwelling, building or other structure on each occasion as the case may be; or
 - (b) Of corrugated iron, Coloursteel or other metallic claddings; or
 - (c) PVC or plastic or material coated in PVC or plastic; or
 - (d) Any pre-used building materials; or

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Transfer

Dated

26/2/2004

Page

3

of

6

Pages

(Continue in additional Annexure Schedule, if required.)

(e) Of board and batten or plywood (board and batten).

And whether or not the claddings described in clauses 1.5(a) to (e) inclusive shall be unpainted or painted and/or coated during or subsequent to manufacture.

- 1.6 Any dwelling, building or structure with a roof cladding of corrugated iron (whether painted or unpainted) provided that Decramastic and Coloursteel products or products of similar construction painted or coated in the manufacturing process shall not be in breach of this restriction.
- 1.7 A dwelling of a single square or rectangular shape. Any dwelling, building or structure must have at least one break and one full valley in its roofline and the roof shall have a pitch of not less than 20° provided that these requirements may be varied with the prior written approval of Sutherland Developments Limited or its nominee.
- 1.8 Any dwelling, building or structure of an "A" frame style or construction.
- 1.9 Any pre-used dwelling, building or structure.
- 1.10 Any dwelling which shall have been wholly or substantially constructed or prefabricated on a site other than the Lot and relocated to the Lot but not including a kitset dwelling provided it does not otherwise breach these covenants.
- 1.11 Any temporary building or structure or any building of structure intended for temporary accommodation.
- 1.12 Any dwelling, building or structure using pole foundations where the poles are not enclosed.
- 1.13 Any dwelling, building or structure which is not of a design, colour or exterior cladding matching the design, colour or exterior cladding of the dwelling to which it relates.
- 1.14 Any letterbox not in keeping with the general standard of the subdivision and design of the dwelling.
- 1.15 Any garage, outbuilding or fence except in permanent materials of natural timber, brick, stone, rock or plaster.
- 1.16 Any boundary fence:

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



Transfer

Dated

26/2/2004

Page

4

of

6

Pages

(Continue in additional Annexure Schedule, if required.)

- (a) Which exceeds a height of 1.2m above the natural ground level encompassing the front yard (including any road boundary fence) or encompassing a yard fronting onto a vehicular right of way access.
- (b) Wherever a 1.8m fence meets a 1.2m fence, the 1.8m shall be sloped to meet with the 1.2m fence on an appropriate angle of 45° or similar.

The ground level for the purposes of measuring these heights shall be the ground level prior to any excavation or filling of land other than that undertaken at the time of subdivision to prepare the Lot.

- 1.17 Any dwelling, building or other structure painted or finished in other than recessive, non-reflective colours or materials.
- 1.18 Any dwelling, building, mast, aerial or other structure of any nature whatsoever:
 - (a) Which is a 2 storey dwelling or building, ie single storey dwellings or building only.
 - (b) Which has rooms within the roof structure.
 - (c) Which exceeds a height of 6m.

For the purpose of this clause, the height in relation to any building, dwelling, structure, mast or aerial, means the vertical distance between the highest point of the dwelling, building, mast, aerial or structure and the ground level immediately below that point. The ground level for the purposes of measuring this height shall be the level prior to any excavation of the building platform or any filling of the land other than that undertaken at the time of subdivision to prepare the sections.

- 1.19 Any caravan, house truck, tent or similar means of providing temporary or supplementary accommodation provided that the use of such accommodation for the purposes of providing supplementary accommodation for a period of not more than 8 weeks in one year shall not constitute a breach of this covenant.
- 1.20 Allow any dwelling house to remain in an incomplete state for more than 12 months from the laying down of the foundations for such dwelling.
- 1.21 Any dwelling, structure or other building without having first obtained the consent of Sutherland Developments Limited, or its nominee, to the plans and specifications for such dwelling, structure or other building (and in making such application full plans and specifications shall be provided), which consent shall not be arbitrarily or unreasonably

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Annexure Schedule

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

**Transfer**

Dated

26/2/2004

Page

5

of

6

Pages

(Continue in additional Annexure Schedule, if required.)

withheld PROVIDED HOWEVER that Sutherland Developments Limited shall have the right to absolutely refuse consent in the event that any of the covenants set out above are not complied with.

AND IN THE EVENT of Sutherland Developments Limited or its nominee failing to approve or disapprove the plans and specifications for such dwelling, building or other structure within 15 working days after they have been submitted to Sutherland Developments Limited or its nominee then, such approval will not be required and consent will be deemed to have been given by Sutherland Developments Limited or its nominee.

2. The Registered Proprietor of any servient Lot will not for a period of 30 years from the date of this transfer subdivide any servient Lot. For this purpose the term "*subdivide*" shall have the same meaning as a "*subdivision of land*" defined in section 218 of the Resource Management Act 1991.
3. The Registered Proprietor shall not use or permit to be used the servient Lot (or any part of it) for any trading or commercial purpose which by reason of noise, smell, visual appearance, or any other reason unreasonably detracts from the use and enjoyment of a dominant Lot by the owners or occupiers thereof, or use the servient Lot for institutional residential purposes or as a hostel, lodge or boarding house, or for any purpose related to the sex industry. 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, or, public or private retirement care providers, or, public or private educational providers.
4. The Registered Proprietor of any servient Lot will not allow rubbish or waste material to accumulate on any of the Lots or allow any of the Lots to become untidy or unsightly.
5. The Registered Proprietor of any servient Lot will keep and maintain the servient Lot (the section) in a neat and tidy condition and prevent it from becoming unsightly, as well as the Council owned road frontage of the land from the possession date.
6. The use of adjacent or abutting land and footpaths for access and dumping of rubbish is strictly prohibited.
7. The Registered Proprietor of any servient Lot 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 Registered Proprietor's use of the land directly or indirectly through the Registered Proprietor's actions or those of the Registered Proprietor's agents or invitees.

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Annexure Schedule

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



Transfer

Dated

26/2/2004

Page

6

of

6

Pages

(Continue in additional Annexure Schedule, if required.)

8. The Registered Proprietor of any servient Lot will not interfere with or remove any survey pegs or markers on the section and in the event that the Registered Proprietor (or agents, workmen, contractors, guests or invitees) do so, the Registered Proprietor will reimburse Sutherland Developments Limited for all costs and expenses in having such pegs or markers replaced by a registered surveyor.

9. Sutherland Developments Limited reserves the right to vary the conditions in clause 1, provided any such variation meets its reasonable expectations for the development.

2. Exclusion of Liability

2.1 Sutherland Developments Limited will not be liable because of any action it takes or fails to take or for any default in any dwelling, building, fence, or other structure erected on any Lot or at all as a result of these covenants or otherwise and the Registered Proprietors for the time being of the servient and dominant Lots shall indemnify and keep indemnified Sutherland Developments Limited and its legal successors (other than successors in title after registration of the Memorandum of Transfer) from any costs, claims, suits, demands, liabilities or otherwise arising out of or by virtue of this transfer.

Schedule B

Servient Allotment on DP 332038

Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10
Lot 11
Lot 12
Lot 13
Lot 14
Lot 15
Lot 16

Dominant Allotment on DP 332038

Lots 2-16
Lots 1, 3-16
Lots 1, 2, 4-16
Lots 1-3, 5-16
Lots 1-4, 6-16
Lots 1-5, 7-16
Lots 1-6, 8-16
Lots 1-7, 9-16
Lots 1-8, 10-16
Lots 1-9, 11-16
Lots 1-10, 12-16
Lots 1-11, 13-16
Lots 1-12, 14-16
Lots 1-13, 15-16
Lots 1-14, 16
Lots 1-15

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IN THE MATTER

of Land Transfer Plan 332038 being
a subdivision of the land in
Certificate of Title 58540 (Nelson
Registry) by **SUTHERLAND
DEVELOPMENTS LIMITED**

MORTGAGEE CONSENT

WESTPAC BANKING CORPORATION as mortgagee under Mortgage No. 5855793.3
HEREBY CONSENTS to the subdivision shown on Land Transfer Plan 332038 AND
CONSENTS to the within Transfer Instrument creating land covenants.

DATED this 26th day of February 2004

SIGNED by)
WESTPAC BANKING CORPORATION)
by its attorneys)

JASON PAUL SHEAT

in the presence of:

Derek Ernest Knight

Witness Signature:

Name: **Chris David Amos**

Occupation:

Address: **WESTPAC BANKING CORPORATION**
100 COLLEGE STREET

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Jason Paul Sheat, of Christchurch in New Zealand, Bank Officer
AND Derek Ernest Knight, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -


1. **THAT** by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1
BLENHEIM (Marlborough Registry) and there numbered 187102
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1
DUNEDIN (Otago Registry) and there numbered 915888
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1
HAMILTON (South Auckland Registry) and there numbered B.367046
HOKITIKA (Westland Registry) and there numbered 105721
INVERCARGILL (Southland Registry) and there numbered 244294.1
NAPIER (Hawkes Bay Registry) and there numbered 646199.1
NELSON (Nelson Registry) and there numbered 361557.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551
WELLINGTON (Wellington Registry) and there numbered 533510.1

Westpac Banking Corporation ABN 33 007 457 141, incorporated in Australia (New Zealand division) under the Corporations Act 2001 and having its principal place of business in New Zealand at PWC Tower 188 Quay Street, P O Box 934, Auckland and carrying on the business of banking appointed us its attorneys on the terms and subject to the conditions set out in the said Deed and the attached document is executed by us under the powers thereby conferred.


2. **THAT** at the date hereof we were Team Leader of a Legal Unit and Branch Service Officer of a Legal Unit of the said Bank, respectively.
3. **THAT** at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **Westpac Banking Corporation** or otherwise.

Signed at Christchurch



Jason Paul Sheat

and



Derek Ernest Knight

this 26 February 2004