

TRANSFER
Land Transfer Act 1952



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

			Refer to Schedules "A" and "C" on annexure pages
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Transferor Surnames must be underlined or in CAPITALS

GREENMEADOWS HOLDINGS LIMITED

T 5143035.7 TRANSFER
CPY-01/01.PGS-007.14/02/02.09:59



DocID: 210476236

Transferee Surnames must be underlined or in CAPITALS

GREENMEADOWS HOLDINGS LIMITED

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 restrictive land covenants (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 described above 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 December 2001

Attestation

 	Signed in my presence by the Transferor and Transferee by its Directors Signature of Witness Ian Gourdie and DAVID JOHN TOLLISS
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name HUGH GOURDIE Occupation Retired Address 110 ARAPIKI RD., NELSON.
Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971 (DELETE INAPPLICABLE CERTIFICATE)

 Solicitor for the Transferee

Annexure Schedule

Insert below:-

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

dated

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

The Transferor when registered proprietor of the land formerly contained in CT 13A/1211 subdivided the land into residential lots in the manner shown and defined on Deposited Plan 303930 AND WHEREAS it is the intention of the Transferor to create for the benefit of the land in the Certificates of Title set out in Schedule A (hereinafter referred to as the "Dominant Lots") the land covenants set out in Schedule B over the land in the Certificates of Title set out in Schedule A (hereinafter referred to as the "Servient Lots") TO THE INTENT that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto for 21 years from 30 November 2001 (and that the owner and occupier 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).

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

AND the Transferee DOETH HEREBY FURTHER COVENANT with the Transferor in the manner set out in Schedule C hereto so that the said covenants shall run with the Lot shown as the Servient Lot in Schedule D hereto for the benefit of the Lot shown as Dominant Lot in Schedule D hereto TO THE INTENT that the Servient Lot shall be bound by the stipulations and restrictions set out in Schedule C hereto for 21 years from 30 November 2001 (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 Lots).

THAT the said GREENMEADOWS HOLDINGS LIMITED 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 Servient Lots or at all as a result of these restrictions or otherwise and the registered proprietor or proprietors for the time being of the Dominant Lots shall indemnify and keep indemnified the said GREENMEADOWS HOLDINGS LIMITED and its legal successors (other than successors in title after registration of a Memorandum of Transfer) from any costs claims suits demands or liabilities or otherwise howsoever arising out of or under or by virtue of this transfer in respect of any of the Dominant Lots which have been transferred by the said GREENMEADOWS HOLDINGS LIMITED to another registered proprietor.

THAT if the owner or the occupier for the time being of any of the Servient Lots breaches any of the restrictive covenants the owner or occupier (as the case may be) shall on requisition from the Transferor forthwith (at the election of the Transferor) either:

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

Insert below:-
"Mortgage", "Transfer", "Lease" etc.

[] dated [] page [] of [] pages

- (i) forthwith permanently remedy or remove such cause of the breach at the cost of the owner or occupier (whichever is in breach) on a full indemnity basis including all the Transferor's fees and charges for enforcing the remedies and dealing with any claims against the Transferor by third parties because of such breach; or
- (ii) pay to the Transferor as liquidated damages the sum of \$20,000.00 payable upon receipt of a written demand from the Transferor.

SCHEDULE A

All Lots on Deposited Plan 20241

"Servient Lots"

- Lot 1 Certificate of Title 15656
- Lot 2 Certificate of Title 15657
- Lot 3 Certificate of Title 15658
- Lot 4 Certificate of Title 15659
- Lot 5 Certificate of Title 15660
- Lot 6 Certificate of Title 15661
- Lot 7 Certificate of Title 15662

"Dominant Lots"

- Lot 2 Certificate of Title 15657
- Lot 3 Certificate of Title 15658
- Lot 28 Certificate of Title 15681
- Lot 29 Certificate of Title 15682
- Lot 3 Certificate of Title 15658
- Lot 10 Certificate of Title 15665
- Lot 24 Certificate of Title 15677
- Lot 25 Certificate of Title 15678
- Lot 27 Certificate of Title 15680
- Lot 4 Certificate of Title 15659
- Lot 9 Certificate of Title 15664
- Lot 10 Certificate of Title 15665
- Lot 24 Certificate of Title 15677
- Lot 25 Certificate of Title 15678
- Lot 5 Certificate of Title 15660
- Lot 8 Certificate of Title 15663
- Lot 9 Certificate of Title 15664
- Lot 10 Certificate of Title 15665
- Lot 4 Certificate of Title 15659
- Lot 6 Certificate of Title 15661
- Lot 7 Certificate of Title 15662
- Lot 8 Certificate of Title 15663
- Lot 9 Certificate of Title 15664
- Lot 5 Certificate of Title 15660
- Lot 7 Certificate of Title 15662
- Lot 8 Certificate of Title 15663
- Lot 32 Certificate of Title 15684
- Lot 8 Certificate of Title 15663
- Lot 32 Certificate of Title 15684

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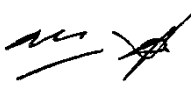
Annexure Schedule

Insert below:-
"Mortgage", "Transfer", "Lease" etc.

dated page of pages

Lot 8 Certificate of Title 15663	Lot 7 Certificate of Title 15662
Lot 9 Certificate of Title 15664	Lot 9 Certificate of Title 15664
Lot 10 Certificate of Title 15665	Lot 32 Certificate of Title 15684
Lot 11 Certificate of Title 15666	Lot 8 Certificate of Title 15663
Lot 12 Certificate of Title 15667	Lot 10 Certificate of Title 15665
Lot 15 Certificate of Title 15668	Lot 9 Certificate of Title 15664
Lot 16 Certificate of Title 15669	Lot 11 Certificate of Title 15666
Lot 17 Certificate of Title 15670	Lot 10 Certificate of Title 15665
Lot 18 Certificate of Title 15671	Lot 12 Certificate of Title 15667
Lot 19 Certificate of Title 15672	Lot 11 Certificate of Title 15666
Lot 20 Certificate of Title 15673	Lot 15 Certificate of Title 15668
Lot 21 Certificate of Title 15674	Lot 32 Certificate of Title 15684
Lot 22 Certificate of Title 15675	Lot 32 Certificate of Title 15684
Lot 23 Certificate of Title 15676	Lot 32 Certificate of Title 15684
Lot 24 Certificate of Title 15677	Lot 32 Certificate of Title 15684
Lot 25 Certificate of Title 15678	Lot 16 Certificate of Title 15669
Lot 26 Certificate of Title 15679	Lot 17 Certificate of Title 15670
	Lot 19 Certificate of Title 15672
	Lot 18 Certificate of Title 15671
	Lot 20 Certificate of Title 15673
	Lot 15 Certificate of Title 15668
	Lot 16 Certificate of Title 15669
	Lot 15 Certificate of Title 15668
	Lot 19 Certificate of Title 15672
	Lot 21 Certificate of Title 15674
	Lot 15 Certificate of Title 15668
	Lot 20 Certificate of Title 15673
	Lot 22 Certificate of Title 15675
	Lot 12 Certificate of Title 15667
	Lot 21 Certificate of Title 15674
	Lot 23 Certificate of Title 15676
	Lot 11 Certificate of Title 15666
	Lot 12 Certificate of Title 15667
	Lot 22 Certificate of Title 15675
	Lot 24 Certificate of Title 15677
	Lot 10 Certificate of Title 15665
	Lot 11 Certificate of Title 15666
	Lot 23 Certificate of Title 15676
	Lot 25 Certificate of Title 15678
	Lot 24 Certificate of Title 15677
	Lot 26 Certificate of Title 15679
	Lot 27 Certificate of Title 15680
	Lot 25 Certificate of Title 15678
	Lot 27 Certificate of Title 15680
	Lot 23 Certificate of Title 15676

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Annexure Schedule

Insert below:-
"Mortgage", "Transfer", "Lease" etc.

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Lot 27 Certificate of Title 15680

Lot 28 Certificate of Title 15681

Lot 29 Certificate of Title 15682

Lot 30 Certificate of Title 15683

Lot 25 Certificate of Title 15678

Lot 26 Certificate of Title 15679

Lot 28 Certificate of Title 15681

Lot 2 Certificate of Title 15657

Lot 27 Certificate of Title 15680

Lot 29 Certificate of Title 15682

Lot 30 Certificate of Title 15683

Lot 1 Certificate of Title 15656

Lot 28 Certificate of Title 15681

Lot 30 Certificate of Title 15683

Lot 2 Certificate of Title 15657

Lot 28 Certificate of Title 15681


Lot 29 Certificate of Title 15682

SCHEDULE B

The Transferee shall not:

1. Subdivide any of the allotments except for Lot 30. For the purposes of this clause "subdivide" shall have the same meaning given to the expression "subdivision of land" in Section 218 of the Resource Management Act 1991 PROVIDED HOWEVER any boundary adjustment that does not create or lead to the creation of a separate building site shall not be in breach of this condition.
2. Erect or permit to be erected upon any of the allotments:
 - (a) any more than one dwelling house plus ancillary buildings;
 - (b) any building exceeding the height restriction as set out in paragraph 5 hereof;
 - (c) a dwelling with an internal floor area of less than 120 square metres (excluding garage, carports and decking). Any dwelling shall be constructed to a shape other than a simple rectangle containing at least one roof break or full valley in the roof;
 - (d) any dwelling, building or other structure with an exterior cladding other than of a type and standard complementary to other dwellings in the subdivision;
 - (e) any dwelling, building or other structure with a roof cladding that has not been pre-coated;
 - (f) any dwelling or ancillary buildings, the roof pitch of which shall not exceed 28 degrees;

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

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- (g) any building other than a new residential home shall be erected;
- (h) any building or structure incorporating an understructure that is not fully enclosed;
- (i) any temporary building or structure on the property which may be used in conjunction with the construction of permanent buildings and which will be removed from the property upon completion of works;
- (j) any building or structure with more than 20% of the exterior cladding (excluding window and doorway arch) being in fibrous cement planking. Any other building whose exterior is in the form of flat cladding, concrete block, poured concrete or similar shall have textured the surface of same in such manner as to fully cover the base material;
- (k) any building which shall not be completed within 12 months of laying down the foundations for such building and no building once under construction shall be left without substantial work being carried out for a period exceeding 3 months;
- (l) a fence constructed of corrugated iron or post and wire or a fence which exceeds 1.83 metres in height above the natural ground level;

3. The Transferee shall not use nor permit the use of any of the Servient Lots for institutional residential purposes. For the purposes of this clause "institutional residential purposes" shall include (but not be limited by) the use of the property for housing purposes by central or local government agencies or public or private health sector agencies.
4. While the Transferor remains registered proprietor of any of the Dominant Lots the Transferor reserves the right to itself (with the intent that this right does not enure to its successors in title) to waive or modify any of the above restrictive covenants but will only do so if in its opinion such action does not impinge on the integrity of the subdivision in its entirety.

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Annexure Schedule

Insert below:-

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

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5. Height Restrictions:

Servient Lots

Height Restriction

Lots 1, 2, 3, 10, 11, 12, 25,
26, 27, 28, 29 and 30

5.5m above average ground level at house position

Lots 4, 5, 6, 7, 8, 9, 22, 23 and 24
Lot 18

5.0m above average ground level at house position
5.0m above top of kerb in right of way midpoint
Lot 18

Lot 19

5.0m above top of kerb in right of way midpoint
Lot 19

Lot 20

5.0m above top of kerb in right of way midpoint
Lot 20

Lot 21

5.0m above kerb level in street midpoint Lot 21

SCHEDULE C

The registered proprietor of the Lot shown as Servient Lot in Schedule D hereto will not erect any structure including dwellings, outbuildings, masts and aerials nor grow or permit to grow on the Lot any tree exceeding the height restriction set out in Schedule D hereto.

SCHEDULE D

Servient Lot

Dominant Lot

Height Restriction

Lot 32 area shown Q on DP 303930

Lot 5

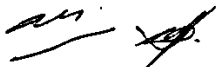
1.0m above peg at west
Corner of Lot 5

Lot 32 area shown R on DP 303930

Lot 6

1.5m above peg at west
Corner of Lot 6

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Transfer instrument
Section 90, Land Transfer Act 1952

T 5504660.2 Transfer

Cpy - 01/01, Pgs - 001, 28/02/03, 11:40



DocID: 210764240

Land registration district

NELSON

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

All/part

Area/description of part or stratum

15658	All	
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Transferor

Surname(s) must be underlined.

Greenmeadows Holdings Limited

Transferee

Surname(s) must be underlined.

Alan Snowden Builders Limited

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

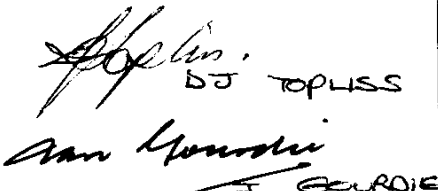
Fee simple and the transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor.

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 21st day of FEBRUARY 2003

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

 Signature [common seal] of Transferor	Signed in my presence by the Transferor by its Directors
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address

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



[Solicitor for] the Transferee