

TRANSFER
Land Transfer Act 1952

T 5297628.1 TRANSFER
CPY-61/02.PGS-002.29/07/02.11:59



DocID: 210611220

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 – <i>Insert only when part or Stratum, CT</i>
30769	All	

Transferor *Surnames must be underlined*
 TEMPLEMORE ESTATE LIMITED

Transferee *Surnames must be underlined*
 UNLIMITED DESIGN HOMES LIMITED

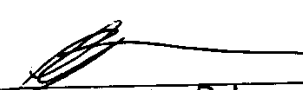
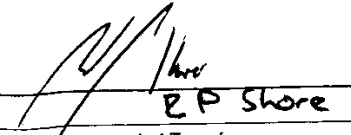

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No ...; Right of way etc*
 Fee simple and the Transferee shall be bound by a fencing covenant as defined in section 2 of the Fencing Act 1978 in favour of the Transferor

Consideration
 \$105,000.00

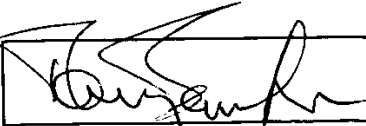
Operative Clause
 The TRANSFEROR for the above consideration (receipt of which is acknowledged) TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 25 day of JUNE 20 02

Attestation

<p>SIGNED by Templemore Estate Limited by its Director(s)</p> <p> K Palmer</p> <p> E P Shore</p> <p>Signature or common seal of Transferor</p>	<p>Signed in my presence by the Transferor Signature of Witness</p> <p></p> <p>Witness to complete in BLOCK letters <i>(unless typewritten or legibly stamped)</i></p> <p>Witness name KATRINA BENSEMANN Occupation PA Address NELSON</p>
---	--

Certified correct for the purposes of the Land Transfer Act 1952


Solicitor for the Transferee

Approved by Registrar-General of Land under No. 1996/1008

TRANSFER

Land Transfer Act 1952

**PITT & MOORE
SOLICITORS
NELSON**

J:\WORD\WVC41115.DOC

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TRANSFER
Land Transfer Act 1952

T 5297628.2 TRANSFER
CPY-01/01, PGS-002.29/07/02.11:59



DocID: 210611222

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Land Registration District

Nelson

Certificate of Title No.

30769

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

All

Transferor Surnames must be underlined

UNLIMITED DESIGN HOMES LIMITED

~~UNLIMITED DESIGNS LIMITED~~

Transferee Surnames must be underlined

JOHN FIELDING and DEBRA ANN FIELDING

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 Transferee shall be bound by a Fencing Covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor

Consideration

\$115,000.00

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 27th day of June 2002

Attestation

Unlimited Design Homes Limited
by its Director
P E Jorgensen

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

Occupation

Address

NEIL MARK ALLEN
LEGAL EXECUTIVE
To McFADDEN McMEEKEN PHILLIPS
SOLICITORS 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
<div style="border: 1px dashed black; height: 100px;"></div>

Auckland District Law Society
REF: 4130

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(except for "Law Firm Acting")

**TRANSFER
Land Transfer Act 1952**

T 522368.10 TRANSFER
CPY-01/01.PCS-006.16/05/02.11:06



DocID: 210550192

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*

1. NL30767	All	(continued on the Annexure Schedule)
2. NL30768	All	

Transferor Surnames must be underlined

TEMPLEMORE ESTATE LIMITED

Transferee Surnames must be underlined

TEMPLEMORE ESTATE 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 Land Covenants (continued on Annexure Schedule)

Consideration

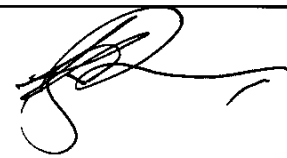
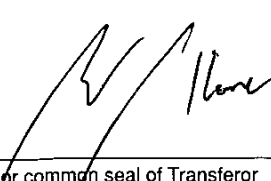
\$1.00

Operative Clause

The TRANSFEROR for the above consideration (receipt of which is acknowledged) 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 14 day of May 2002

Attestation

 	Signed in my presence by the Transferor Signature of Witness
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Occupation Address

Certified correct for the purposes of the Land Transfer Act 1952



Solicitor for the Transferee

Approved by Registrar-General of Land under No. 1996/1008

TRANSFER

Land Transfer Act 1952

PITT & MOORE
SOLICITORS
NELSON

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Annexure Schedule

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

TRANSFER

dated

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pages

Continuation of "Certificate of Title"

- | | | |
|----------------|--------------------|---------------------------|
| 3. | NL30769 | All |
| 4. | NL30770 | All |
| 5. | NL30771 | All |
| 6. | NL30772 | All |
| 7. | NL30773 | All |
| 8. | NL30774 | All |
| 9. | NL30775 | All |
| 10. | NL30776 | All |
| 11. | NL30777 | All |
| 12. | NL30778 | All |
| 13. | NL30779 | All |
| 14. | NL30780 | All <i>WAA</i> |

Continuation of "Estate or Interest to be Created"

1. It is the Transferors intention to create for the benefit of the land described in Schedule A ("the Dominant Lots") the Land Covenants set out in Schedule B over the Servient Lots as set out in Schedule C TO THE INTENT THAT the Servient Lots as set out in Schedule C shall be forever bound by the stipulations and restrictions set out in Schedule B and that the owners and occupiers for the time being of each of the Dominant Lots set out in Schedule A may enforce the observance of such covenants against the owners of the Servient Lots as set out in Schedule C.
2. The Transferee wishes to accept the conveyance and enter into the covenants on the part of the Transferee contained herein.
3. As incidental to the transfer of the fee simple of the Servient Lots and 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 B herein so that the covenants run with the Servient Lots set out in Schedule C for the benefit of the Dominant Lots set out in Schedule A.

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.

WAA *[Signature]* *[Signature]*

Annexure Schedule

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

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Schedule A ("the Dominant Lots")

Dominant Lots on D.P. 307871

1. Lot 23-35
2. Lot 22,24-35
3. Lot 22,23,25-35
4. Lot 22,23,24,26-35
5. Lot 22,23,24,25,27-35
6. Lot 22,23,24,25,26,28-35
7. Lot 22,23,24,25,26,27,29-35
8. Lot 22,23,24,25,26,27,28,30-35
9. Lot 22,23,24,25,26,27,28,29,31-35
10. Lot 22,23,24,25,26,27,28,29,30,32-35
11. Lot 22,23,24,25,26,27,28,29,30,31,33-35
12. Lot 22,23,24,25,26,27,28,29,30,31,32,34,35
13. Lot 22,23,24,25,26,27,28,29,30,31,32,33,35
- ~~14. Lots 22-34~~ *YH*

Schedule C "the Servient Lots")

Servient Lot on D.P. 307871

1. Lot 22
2. Lot 23
3. Lot 24
4. Lot 25
5. Lot 26
6. Lot 27
7. Lot 28
8. Lot 29
9. Lot 30
10. Lot 31
11. Lot 32
12. Lot 33
13. Lot 34
- ~~14. Lot 35~~ *YH*

Schedule B ("the Land Covenants")

1. The Transferee will not for a period of 21 years from the date of this Transfer erect or permit to be erected upon the servient lot:

- a. Any dwelling with an internal floor area of less than 150m² excluding any garaging, porches and verandahs or outbuildings and any garaging with an internal floor area of less than 36m².
- b. Any dwelling, building or other structure with an external wall cladding:
 - i. of Hardy weatherboards smooth type or similar smooth product or fibre-cement product or any plank wider than 180mm, or
 - ii. or corrugated iron, coloursteel or other metallic cladding;

where the total area of external cladding comprising such material exceeds 20% of the total area of external cladding, and whether or not the claddings described in (i) or (ii) above shall be unpainted or painted and/or coated during or subsequent to manufacture.

- c. A dwelling, building or other structure with a roof cladding of corrugated iron whether unpainted or painted provided that Decramastic and Coloursteel products or products of similar construction pre-coated in the manufacturing process shall not be in breach of this restriction.
- d. Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material.

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.

YH *YH*

Annexure Schedule

Insert below:-

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

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- e. Any buildings other than of the style and quality similar to the dwelling erected or to be erected on the servient lot.
 - f. Any building, structure, mast, aerial, tree or shrub higher than 8m above the average ground level of the respective servient lot or extending outside Councils permitted daylight angles as set out in Tasman District Council Resource Management Plan.
 - g. Any dwelling, building or other structure including drives or pathways visible to the public to remain in an unfinished stage for more than six months from commencement of the erection of such dwelling, building, drive or pathway or other structure provided that all drives and pathways visible to the public shall be fully constructed in a permanent dust free surface such as concrete, decorative stones, cobble stones interlocking paving and/or bitumen sealing and will be completed in a proper tradesman-like manner within 18 months of the commencement of the construction of the dwelling.
 - h. Any garage, outbuilding or fence except in permanent materials of natural timber, brick, stone, rock or plaster.
 - i. Any boundary fence encompassing the front yard (including any road boundary fence) exceeding a height of 1.8m above average ground level of the respective servient lot.
 - j. More than one dwelling per lot and for the purposes of this clause a dwelling shall mean a single self-contained housekeeping unit as described in the Tasman District Council Resource Management Plan as at 3rd November 2001.
2. The Transferee will not live on site in temporary accommodation whilst constructing the principal dwelling.
 3. The Transferee will not for a period of 21 years from the date of this Transfer subdivide any servient lot and the term "subdivide" shall have the same meaning as a "subdivision of land" defined in Section 218 Resource Management Act 1991.
 4. The registered proprietor shall not use nor permit the use of the servient lot for other than private residential purposes and, for the avoidance of doubt, this also includes that such property shall not be used for institutional residential purposes or as a hostel, lodge, daycare facility or boarding house PROVIDED HOWEVER that the use of Lot 22 by the registered proprietor for the purposes of a show home for a period of two years from the date of issue of the Title for Lot 22 shall not be a breach of this restriction. For the purposes of this clause "institution 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
 5. The Transferee will not permit recreational motor homes, or large commercial vehicles, trucks or commercial trailers to be parked regularly on the public street or footpath.
 6. The Transferee will not display more than one advertisement, sign or hoarding of a commercial nature on any part of the servient lot PROVIDED HOWEVER that the use and display by the registered proprietor of

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.

TRANSFER

dated

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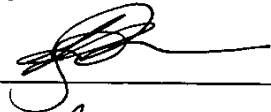
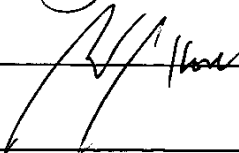
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Lot 22 of up to two show home signs of a size no greater than 2.4m x 1.2m and two show-home flags for a period of two years from the issue of Title for Lot 22, shall not be a breach of this restriction.

- 7. The Transferee will not keep on the servient lot any more than either two dogs or cats or one of each.
- 8. The Transferee will not allow rubbish or waste materials to be dumped or accumulate on any of the servient lots.
- 9. The Transferee will keep and maintain the servient lot and the Local Authority owned road frontage in a neat, tidy and well-maintained condition.
- 10. The Transferee will not erect any letterbox which is not in keeping with the general standard of the subdivision or any clothesline or T.V. aerial in the front yard of the property or attached to the dwelling so as to be highly visible from the street.
- 11. The Transferee shall not damage nor permit any damage by its agents, contractors, servants, invitees to any landscaping, roading, footpaths, kerbs, concrete or other structures in the subdivision and shall be responsible for payment of all costs resulting from a breach of this restriction.
- 12. The Transferee shall not use or allow any of its contractors, visitors, invitees, agents or servants to use any part of the servient lot or any other property, for access to the servient lot other than the formed vehicle crossing and driveway on the servient lot.
- 13. The Transferee will not move, damage or remove any survey pegs or markers on the servient lot and in the event of any breach of this restriction the Transferee will pay all costs and expenses in having such pegs or markers replaced by a registered surveyor.
- 14. The Transferor will not be liable for any action it takes or fails to take or 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 its successors and assigns (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 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.
- 15. In the event of there being any dispute as to the scope interpretation, implementation or meaning of the covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the Transferor or Transferee can agree upon one or failing agreement then to the arbitration of two arbitrators one to be appointed by each party to the reference, or their umpire, to be appointed before entering into the business of the reference to arbitration to be carried out under the provisions of the Arbitration Act 1996 or any amendments thereto or any legislation enacted in substitution thereof.

Signed by
Templemore Estate Limited
as the Transferee
by its Directors

)  Keith Palmer - Director
)
)
)  Robert Peter Shaw - Director

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.



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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	923	All	13B/927	All	13B/929	All	13B/931	All	13B/937	All
13B	924	All	13B 928	All	13B 930	All	13B/932	All		
13B	925	All	("the Servient Lots")				13B/933	All		
13B	926	All					13B/934	All		

Transferor Surnames must be underlined

Templemore Estate Limited at Nelson

Transferee Surnames must be underlined

Templemore Estate Limited at Nelson

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 Covenants (continued on Annexure Schedule)

Consideration

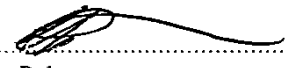
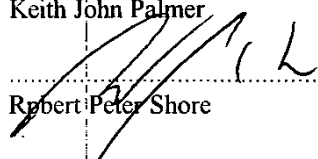
\$1.00 (One Dollar)

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 27th day of June 1950

Attestation

TEMPLEMORE ESTATE LIMITED by two of its Directors:  Keith John Palmer Director  Robert Peter Shore Director Signature or common seal of Transferor / Transferee	Signed in my presence by the Transferor Signature of Witness Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Occupation Address
--	---

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.



Solicitor for the Transferee

Annexure Schedule

Insert below:-

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

Transfer

dated

27-6-00

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

1. It is the Transferors intention to create for the benefit of the land described in Schedule A herein ("the Dominant Lots") the Land Covenant set out in Schedule B herein over the Servient Lots referred to herein TO THE INTENT THAT the Servient Lots shall be bound for a period of 21 years from the date of this Transfer by the stipulations and restrictions set out in Schedule B and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners 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.
3. Section 66A of the Property Law Act 1952 provides that a covenant for the purposes of or incidental to any conveyance of property made by a 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 B herein so that the covenants run with the Servient Lots for the benefit of the Dominant Lots.


SCHEDULE A

Certificates of Title 13B/923 to 13B/937 inclusive ("the Dominant Lots")

SCHEDULE B

1. The Transferee will not for a period of 21 years from the date of this Transfer erect or permit to be erected upon the servient lot:
 - a. Any dwelling with an internal floor area of less than 130m² excluding any garaging or outbuildings;
 - b. Any dwelling without first obtaining the written approval of the Transferor to the design and colour scheme for the building.

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

Transfer

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The Transferee will prior to the commencement of any development or building works provide the Transferor with a set of plans sufficient to enable the Transferor to properly assess the nature of the proposed development on the servient lots and any building thereon and will provide the Transferor with any further information the Transferor may reasonably require. If the Transferor fails to indicate to the Transferee whether it approves or disapproves of the Transferee's proposed development or building works within 15 working days after actual delivery to the Transferor of a sufficient set of plans as hereinbefore referred to, then such failure shall be deemed to be an approval by the Transferor of such plans. The provisions of this clause shall require the Transferee to obtain the consent of the Transferor, Templemore Estate Limited only to a development and/or building and the consent of any other registered proprietor who may obtain the benefit of these presents shall be neither necessary nor required.

- c. Any dwelling, building or other structure with an external wall cladding:
- i. of Hardie weatherboards smooth type or similar smooth product or any plank wider than 180mm, or
 - ii. of corrugated iron, Coloursteel or other metallic cladding;
- where the total area of external cladding comprising such material exceeds 20% of the total area of external cladding, and whether or not the claddings described in (i) or (ii) above shall be unpainted or painted and/or coated during or subsequent to manufacture.
- d. A dwelling, building or other structure with a 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.
- e. Any pre-used dwelling or structure or any dwelling or structure or other building substantially constructed of or clad in used material. Any buildings other than of the style and quality similar to the dwelling erected or to be erected on the Transferee's lot.
- f. (i) Any dwelling or out building higher than 6m above the natural ground level in respect of Lots 1-9 inclusive on Deposited Plan 20129 provided there is only single story construction with no living areas either by way of mezzanine floor or second storey within the roof space whether or not the intended above first storey space has windows.
- (ii) Any dwelling or out building higher than 6.5m above the natural ground level in respect of Lots 10 and 11 inclusive on Deposited Plan 20129.

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

27-6-00

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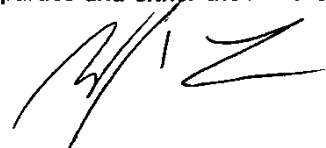
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- g. Any mast, aerial, tree or shrub higher than 7m above the natural ground level of lots 1-9 inclusive and 7.5m in respect of lots 10 and 11.
 - h. Any dwelling, building or other structure to remain in an unfinished state for more than six months from commencement of the erection of such dwelling, building or other structure.
 - i. Any garage, outbuilding or fence except in permanent materials of natural timber, brick, stone, rock or plaster.
 - j. Any boundary fence encompassing the front yard (including any road boundary fence) exceeding a height of 1.8m above average ground level of the respective servient lot.
 - k. More than one dwelling per title. For the purpose of this clause a dwelling shall mean a single self-contained housekeeping unit as described in the District Plan prevailing at the time the building consent is granted.
2. The Transferee will not live on site in temporary accommodation whilst constructing the principal dwelling.
 3. The Transferee will not for a period of 21 years from the date of this Transfer subdivide any servient lot and the term "subdivide" shall have the same meaning as a "subdivision of land" defined in section 218 Resource Management Act 1991.
 4. The Transferor will not be liable for any action it takes or fails to take or for any breach of these restrictions or otherwise and the registered proprietors for the time being for the servient lots shall indemnify and keep indemnified the Transferor and its successors and assigns (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 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.
 5. In the event of there being any dispute as to the scope interpretation, implementation or meaning of the covenants aforesaid the same shall be submitted to the arbitration of a single arbitrator if the Transferor or Transferee can agree upon one or failing agreement then to the arbitration of two arbitrators one to be appointed by each party to the reference, or their umpire, to be appointed before entering into the business of the reference to arbitration to be carried out under the provisions of the Arbitration Act 1996 or any amendments thereto or any legislation enacted in substitution thereof.
 6. The registered proprietor shall not use nor permit the use of the servient lot for other than private residential purposes to the intent that such property shall not be used 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.

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.



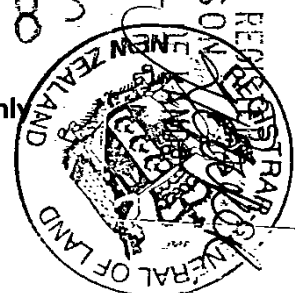
TRANSFER

Land Transfer Act 1952

111.00 30.AUG00 400483.10

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NELSON
FOR REGISTRAR - GENERAL

*Term: 21 years from
27 June 2000*



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