

TRANSFER
Land Transfer Act 1952

369024.2 T

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**

12B

424

All

Transferor Surnames must be underlined

Raymond Kevin EHAU of Richmond, Farmer and Lynne Dianne EHAU, his wife

Transferee Surnames must be underlined

John Tenawe WHITI of Richmond, Brewery Worker and Karen Esma WHITI, his wife

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

fee simple PROVIDED HOWEVER that 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

\$59,500.00

Operative Clause

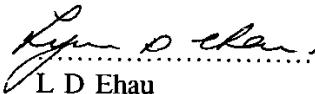
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 24th day of June 19 97

Attestation




R K Ehou



L D Ehou

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

D. L. BRADLEY
Legal Executive
Fletcher Vautier Moore
Solicitors
Richmond

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.
(DELETE INAPPLICABLE CERTIFICATE)



Solicitor for the Transferee

TRANSFER

Land Transfer Act 1952

Law Firm Acting
FELL & HARLEY SOLICITORS NELSON

Auckland District Law Society
REF: 4/30

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(except for "Law Firm Acting")



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Land COVENANTS 368361.12 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*

See Schedule

"A"

All

Transferor Surnames must be underlined

DIANNE

RAYMOND KEVIN EHAU of Nelson, Farmer and LYNNE ~~DIANNE~~ EHAU his wife as tenants in common in equal shares

Transferee Surnames must be underlined

DIANNE

RAYMOND KEVIN EHAU of Nelson, Farmer and LYNNE ~~DIANNE~~ EHAU his wife 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.

Land Covenants (continued on pages 2, 3, 4 & 5. 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 in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 22nd day of May 1997

Attestation

Signed in my presence by the Transferor
Signature of Witness

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

Witness name O. W. Bateup
Occupation Legal Executive
Address NELSON

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part IIA 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")

Solicitor for the Transferee

Annexure Schedule

Insert below

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

Transfer

Dated

Page 2 of 5 Pages

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

The Transferor is registered as proprietor in fee simple in all those pieces of land situated in the Land District of Nelson described as:

Schedule A

625m² being Lot 1 Deposited Plan 18411 in Certificate of Title 12B/404
 788m² being Lot 2 Deposited Plan 18411 in Certificate of Title 12B/405
 660m² being Lot 3 Deposited Plan 18411 in Certificate of Title 12B/406
 823m² being Lot 4 Deposited Plan 18411 in Certificate of Title 12B/407
 766m² being Lot 5 Deposited Plan 18411 in Certificate of Title 12B/408
 612m² being Lot 6 Deposited Plan 18411 in Certificate of Title 12B/409
 609m² being Lot 7 Deposited Plan 18411 in Certificate of Title 12B/410
 612m² being Lot 8 Deposited Plan 18411 in Certificate of Title 12B/411
 773m² being Lot 9 Deposited Plan 18411 in Certificate of Title 12B/412
 662m² being Lot 10 Deposited Plan 18411 in Certificate of Title 12B/413
 571m² being Lot 11 Deposited Plan 18411 in Certificate of Title 12B/414
 575m² being Lot 12 Deposited Plan 18411 in Certificate of Title 12B/415
 595m² being Lot 14 Deposited Plan 18411 in Certificate of Title 12B/416
 1222m² being Lot 15 Deposited Plan 18411 in Certificate of Title 12B/417
 596m² being Lot 16 Deposited Plan 18411 in Certificate of Title 12B/418
 616m² being Lot 17 Deposited Plan 18411 in Certificate of Title 12B/419
 693m² being Lot 18 Deposited Plan 18411 in Certificate of Title 12B/420
 513m² being Lot 19 Deposited Plan 18411 in Certificate of Title 12B/421
 600m² being Lot 20 Deposited Plan 18411 in Certificate of Title 12B/422
 640m² being Lot 21 Deposited Plan 18411 in Certificate of Title 12B/423
 550m² being Lot 22 Deposited Plan 18411 in Certificate of Title 12B/424
 548m² being Lot 23 Deposited Plan 18411 in Certificate of Title 12B/425
 595m² being Lot 24 Deposited Plan 18411 in Certificate of Title 12B/426
 544m² being Lot 25 Deposited Plan 18411 in Certificate of Title 12B/427
 707m² being Lot 26 Deposited Plan 18411 in Certificate of Title 12B/428
 555m² being Lot 27 Deposited Plan 18411 in Certificate of Title 12B/429
 554m² being Lot 28 Deposited Plan 18411 in Certificate of Title 12B/430
 866m² being Lot 29 Deposited Plan 18411 in Certificate of Title 12B/431
 718m² being Lot 30 Deposited Plan 18411 in Certificate of Title 12B/432

AND WHEREAS it is the Transferor's intention to create with reference to the allotments as set out in Schedule A hereto the Restrictive Covenants as set out in Schedule B hereto for the benefit of the allotments and land set out in Schedule C hereto and the allotments as set out in Schedule A shall be subject to the covenants and restrictions as set out in Schedule B and the owner or occupier for the time being of each of the allotments shall be bound by the stipulations and restrictions set out in Schedule B hereto such Restrictive Covenants running with the said lots for the benefit of each and every one of the Lots and land described in Schedule C.

AND WHEREAS Section 49 of the Property Law Act 1952 provides that a registered proprietor may convey property to himself.

AND WHEREAS 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 himself shall be as valid as if made with another.

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.

R.E. L.E.

Annexure Schedule

Insert below

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

Transfer

Dated

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Pages

AND WHEREAS the Transferor is desirous of conveying the allotments as set out in Schedule A to the transferee for the consideration hereinbefore appearing and the Transferee is desirous of accepting such conveyance and of entering into the covenants on the part of the Transferee hereinafter contained.

NOW THEREFORE the Transferor DOTH HEREBY TRANSFER unto the Transferee all its estate and interest in the land described in Schedule A hereto AND as incidental to and for the purposes of the said Transfer so as to bind the land described in Schedule A hereto and for the benefit of all the land described in Schedule C hereto the Transferee DOTH HEREBY COVENANT AND AGREE with the Transferor in the manner set out in Schedule B hereto so that each of the restrictive covenants shall run with each of the Lots set out in Schedule A for the benefit of each and every one of the Lots and land described in Schedule C hereto AND FURTHER COVENANTS AND AGREES that the Transferor 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 proprietor for the time being of the allotments in Schedule A shall indemnify and keep indemnified the Transferor 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 Transfer in respect of any of Lots 1 to 12 and 14 to 30 inclusive on Deposited Plan 18411 which have been transferred by the said transferor to another registered proprietor.

Schedule B

1. The registered proprietors of the Lots described in Schedule A shall not at any time hereafter:
 - (a) subdivide any of the allotments. For the purposes of this paragraph "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.
 - (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 100 square metres, excluding any garaging or outbuildings.
 - (iii) any dwelling, building or other structure with an external wall cladding:
 - (1) 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
 - (2) of corrugated iron, Coloursteel or other metallic cladding and whether or not the claddings described in (1) and (2) above shall be unpainted or painted and/or coated during or subsequent to manufacture;
 - (iv) 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 painted or coated in the manufacturing process shall not be in breach of this restriction.
 - (v) Any dwelling, building or structure of an "A" frame style or construction.

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R.E. L e

Annexure Schedule

Insert below

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

Transfer

Dated

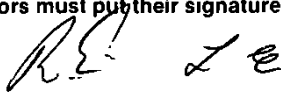
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- (vi) Any pre-used dwelling, building or structure.
- (vii) Any dwelling which shall have been wholly or substantially constructed or pre-fabricated on a site other than the allotment and relocated to the allotment. For the purposes of this clause a kitset dwelling shall be a dwelling prefabricated on a site other than the allotment **PROVIDED THAT** where the registered proprietor wishes to erect upon the allotment a dwelling in contravention to this clause which when erected will have an internal floor area of greater than 150 square metres (excluding garaging and other outbuildings) the registered proprietor may apply to the vendor (transferor) for consent to erect the same. In making such application the registered proprietor shall provide full plans and specifications for the vendor's (transferor's) consideration. The consent of the vendor (transferor) may be withheld or granted hereunder upon such terms and conditions and under such circumstances as the vendor (transferor) may entirely at its discretion think fit. This provision shall remain in force only until 31st March 2001.
- (viii) Any outbuildings other than outbuildings of a style similar to the dwelling erected or to be erected on that land.
- (ix) Any structure including dwellings, buildings, masts and aerials exceeding a height of 7.5 metres above the mean ground level of the land.
- (x) Any boundary fence encompassing the front yard of any Lot including any road boundary fence exceeding a height of 1.2m above ground level and any boundary fence constructed of used, second hand materials or galvanised iron (excluding bricks).
- (xi) Any dwelling that shall not be fully clad and roofed within 5 calendar months of the foundations being laid on the said Lot.
- (xii) Any building or structure under a permit that permits temporary occupation of such building or structure nor shall the purchaser permit any caravan to be kept on the site for temporary or permanent occupation.
- (xiii) Any dwelling without first having submitted copies of the dwelling plans to the vendor and obtaining the vendor's confirmation that the proposed dwelling complies with these restrictions, such confirmation not to be unreasonably or arbitrarily withheld and in the event of the vendor not giving or refusing to give such confirmation within fifteen (15) working days after the said dwelling plans have been submitted, such confirmation shall not be required and this covenant will be deemed to have been fully complied with and the vendor shall not be entitled to any compensation or other payment for services performed pursuant to this covenant.

2. The registered proprietor or proprietors for the time being of Lot 16 shall not at any time hereafter:

- (i) Erect any dwelling other than a single level dwelling. For the purposes of this sub-paragraph the definition of a single level dwelling shall not include a split-level dwelling.

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

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Schedule C

Lots 1 to 12 and 14 to 30 inclusive on Deposited Plan 18411 being comprised in Certificates of Title 12B/404 to 12B/433.

THE TRANSFEREE HEREBY REQUESTS the land covenants herein be entered in the register.

~~BERNARD CLIVE THOMAS~~ the Mortgagee under Memorandum of Mortgage no. 348184.4 ~~HEREBY~~ CONSENTS to the within Transfer BUT WITHOUT PREJUDICE to its rights and powers under the said Mortgage.

SIGNED by the said)
BERNARD CLIVE THOMAS)
in the presence of:)

p:\owblehau1

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At. Le

TRANSFER

Land Transfer Act 1952

Law Firm Acting
FLETCHER VAUTIER MOORE SOLICITORS NELSON

Auckland District Law Society
REF: 4135

FEES PAID
HEREON AVAILABLE
TO 2017 12
A.L.R.

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PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NELSON
ASST. LAND REGISTRY NELSON

217 05 JUN 97

368361

12

