

**TRANSFER
Land Transfer Act 1952**

T 522368.10 TRANSFER
CPY-01/01.PCS-00G.15/05/02.11:06



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

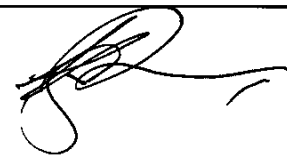
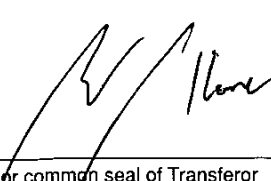
\$1.00

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

  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

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

This page is for Land Registry Office Use Only.

Annexure Schedule

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

TRANSFER

dated

14 5 02

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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>MAA</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.

MAA *MAA* *MAA*

Annexure Schedule

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

TRANSFER

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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 precoated 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.

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YH *YH*

Annexure Schedule

Insert below:-

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

TRANSFER

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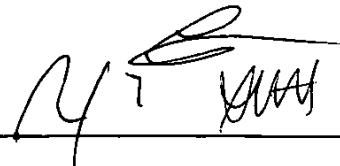
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- e. Any buildings other than of the style and quality similar to the dwelling erected or to be erected on the servient lot.
 - f. Any building, structure, mast, aerial, tree or shrub higher than 8m above the average ground level of the respective 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

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Annexure Schedule

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

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dated

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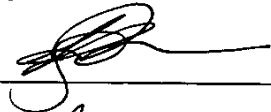
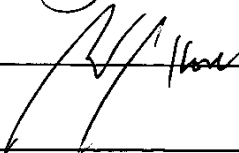
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Lot 22 of up to two show home signs of a size no greater than 2.4m x 1.2m and two show-home flags for a period of two years from the issue of Title for Lot 22, shall not be a breach of this restriction.

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.



TRANSFER
Land Transfer Act 1952

T 5267683.2 TRANSFER
CPY-01/01.PGS-002.20/06/02.13:32



DocID: 210588229

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*

NL30778	All	
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Transferor Surnames must be underlined

Unlimited Design Homes Limited

Transferee Surnames must be underlined

Stephen Potter and Christina Marie Potter

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

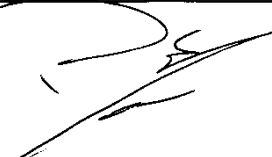
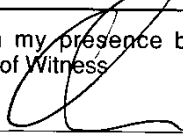
\$100,000.00

Operative Clause

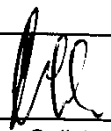
The TRANSFEROR for the above consideration (receipt of which is acknowledged) TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 26th day of June 20 02

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 <i>(unless typewritten or legibly stamped)</i> Witness name NEIL MARK ALLEN Occupation LEGAL EXECUTIVE Address To McFADDEN McMEEKEN PHILLIPS SOLICITORS NELSON

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

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TRANSFER
Land Transfer Act 1952

T 5267683.1 TRANSFER
CPY-01/02.PGS-002.28/06/02.13:31



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>
30778	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

\$95,000.00

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><i>[Signature]</i></p> <p><i>K. Palmer</i></p> <p><i>[Signature]</i></p> <p><i>RPSHore</i></p> <p>Signature or common seal of Transferor</p>	<p>Signed in my presence by the Transferor</p> <p>Signature of Witness</p> <p><i>[Signature]</i></p> <p>Witness to complete in BLOCK letters <i>(unless typewritten or legibly stamped)</i></p> <p>Witness name KATRINA BENSEMANN</p> <p>Occupation PA</p> <p>Address NELSON</p>
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Certified correct for the purposes of the Land Transfer Act 1952

[Signature]

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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