

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*

13B	751	All	
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Transferor Surnames must be underlined or in CAPITALS

WASHBOURNE 5 HOLDINGS LTD

Transferee Surnames must be underlined or in CAPITALS

Anthony William ROBINSON

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



\$69,000.00

Operative Clause

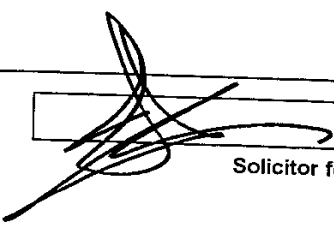
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 29th day of August 2001

Attestation

 P Noonan - Director	Signed in my presence by the Transferor Signature of Witness	WASHBOURNE 5 HOLDINGS LIMITED by its directors
	 R Whalley - Director	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
Signature, or common seal of Transferor	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.
 (DELETE INAPPLICABLE CERTIFICATE)


 Solicitor for the Transferee

Approved by Registrar-General
of Land under No. 1995/1003EF



TRANSFER

Land Transfer Act 1952

Law Firm Acting
KNAPPS LAWYERS RICHMOND

Auckland District Law Society
REF: 4130 /2

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(except for "Law Firm Acting")

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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	750	All	(continued on Annexure Schedule)
13B	751	All	
13B	752	All	

Transferor Surnames must be underlined

WASHBOURNE 5 HOLDINGS LIMITED at Nelson

Transferee Surnames must be underlined

WASHBOURNE 5 HOLDINGS 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

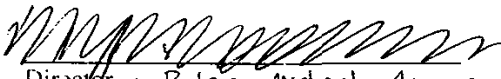
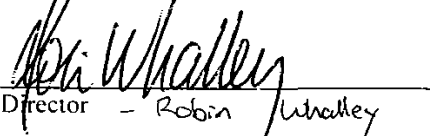
\$1.00 (One Dollar)

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 25th day of May 2000 ~~19~~

Attestation

 Director - Peter Michael Noonan  Director - Robin Whalley Signature or common seal of Transferor	Signed in my presence by the Transferor WASHBOURNE 5 HOLDINGS LIMITED Signature of Witness by its Directors 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

25th May 2000

page

2

of

5

pages

Continuation of "Certificate of Title"

13B/753	All	13B/764	All
13B/754	All	13B/765	All
13B/755	All	13B/767	All
13B/756	All	13B/768	All
13B/757	All	13B/769	All
13B/758	All	13B/770	All
13B/759	All	13B/771	All
13B/760	All	13B/772	All
13B/762	All	13B/773	All
13B/763	All	13B/774	All

13B/766 All

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

1. It is the Transferors intention that the Lots specified as "Servient Lots" in Schedule A and Schedule B are to be subject to the Land Covenants specified in Schedule A and Schedule B for the benefit of each of the Lots specified as "Dominant Lots" in Schedule A and Schedule B TO THE INTENT that the Servient Lots shall be bound forever by the stipulations and restrictions set out in Schedule A and Schedule B and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of 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.
3. Section 66A of the Property Law Act 1952 provides that a covenant for the purposes of or incidental to any conveyance or 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 A and Schedule B herein so that the covenants run with the Servient Lots for the benefit of the Dominant Lots.

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.

de v m *RPL*

Annexure Schedule

Insert below:-

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

Transfer

dated

25th May 2000

page

3

of

5

pages

SCHEDULE A

General Covenants

1. The registered proprietor of the Lots marked in this Schedule as ("Servient Lots") for the benefit of the Lots marked in this Schedule as ("Dominant Lots") 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 PROVIDED THAT a subdivision by way of boundary adjustment where no additional allotment is created shall not constitute a subdivision for the purposes of this paragraph.
 - 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 130m², excluding any garaging or outbuildings;
 - iii. any dwelling, building or other structure with an external wall cladding:-
 - (1) of "Hardiplank", "Fibrolite", "Hardiflex", "Hardibacker" or other cladding of similar composition or construction the area of which exceeds 50% of the total area 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;
 - vi. any dwelling, building or structure using pole foundations where the poles are not enclosed;
 - vii. any dwelling, building or structure where the basement is not enclosed;

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 25th May 2000
 page 4 of 5 pages

viii. any pre-used dwelling, building or structure or any dwelling, building or structure substantially constructed of or clad in used materials;

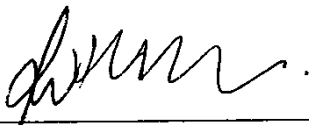

ix. any dwelling which shall have been wholly or substantially constructed or pre-fabricated on a site other than the Allotment and relocated to the Allotment. For the purposes of this clause, a kitset dwelling shall be a dwelling pre-fabricated on a site other than the Allotment PROVIDED THAT where 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 Transferor for consent to erect the same. In making such application the registered proprietor shall provide full plans and specifications for the Transferor's consideration. The consent of the Transferor may be withheld or granted hereunder upon such terms and conditions and under such circumstances as the Transferor may entirely at its discretion think fit.

c. Use or permit the use of the servient lot for other than private residential purposes to the intent that such property shall not be used for 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, or public or private retirement care providers.

2. Washbourne 5 Holdings 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 of the allotments or at all as a result of these covenants or otherwise and the registered proprietors for the time being of the servient and dominant tenements shall indemnify and keep indemnified the said Washbourne 5 Holdings Limited and its 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 the allotments on Deposited Plan 20085 which have been transferred by Washbourne 5 Holdings Limited to another registered proprietor.

Servient Lot on DP 20085	Dominant Lots on DP 20085
1	2-11, 15-27
2	1, 3-11, 15-27
3	1, 2, 4-11, 15-27
4	1-3, 5-11, 15-27
5	1-4, 6-11, 15-27
6	1-5, 7-11, 15-27

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Annexure Schedule

TRANSFER Dated 25th May 2000 Page 5 of 5 Pages

7	1-6, 8-11, 15-27
8	1-7, 9-11, 15-27
9	1-8, 10, 11, 15-27
10	1-9, 11, 15-27
11	1-10, 15-27
15	1-11, 16-27
16	1-11, 15, 17-27
17	1-11, 15, 16, 18-27
18	1-11, 15-17, 19-27
19	1-11, 15-18, 20-27
20	1-11, 15-19, 21-27
21	1-11, 15-20, 22-27
22	1-11, 15-21, 23-27
23	1-11, 15-22, 24-27
24	1-11, 15-23, 25-27
25	1-11, 15-24, 26-27
26	1-11, 15-25, 27
27	1-11, 15-26

SCHEDULE B

Restricted Building Area Covenant

The Registered Proprietor of the Lots marked in this schedule as ("Servient Lots") for the benefit of the Lots marked in this schedule as ("Dominant Lots"), shall not erect any dwelling, building or other structure or any mast, aerial, tree or shrub in the area of the Servient Lot marked in this schedule as Restricted Building Area that exceeds a height of 3 metres above the ground in the Restricted Building Area and is not a single story dwelling, building or structure.

	Servient Lot on DP 20085	Restricted Building Area Marked on DP 20085	Dominant Lots on DP 20085
<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> 10.5.2000 02.10.10 </div>	1	B, C, R, S	2-7
	2	D, T	1, 3-7
	3	E, U	1, 2, 4-7
	4	F, V	1-3, 5-7
	5	G, W	1-4, 6, 7
	6	H, X	1-5, 7
	7	I, Y	1-6

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

PITT & MOORE
SOLICITORS
NELSON

1:WORD-KIMWA-CHISHI-DGS-3.DWG

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PARTICULARS ENTERED IN REGISTER
LAND REGISTRY
NELSON
FOR REGISTRAR - GENERAL OF LAND

NEW ZEALAND
OF LAND



DocID: 210399673

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

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Land Registration District
Nelson

Certificate of Title No.	All or Part?	Area and legal description — Insert only when part or Stratum, CT
13B	751	All

Transferor Surnames must be underlined
Anthony William ROBINSON

Transferee Surnames must be underlined
Stanley Greep FRIEND and Myrtle Rose FRIEND

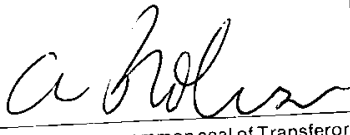
Estate or Interest or Easement to be created: Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.
Fee Simple subject to a Land Covenant (continued on page 2 annexure schedule)

Consideration
\$69,000.00

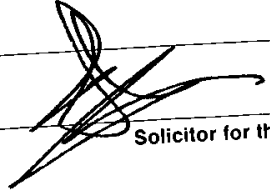
Operative Clause
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this **29th** day of **August** 19 **2001**

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 Jennifer Penny
Occupation Legal Executive	
Address Knapps Lawyers	
Richmond	

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

TRANSFER

Dated

29-8-01

Page

2

of

2

Pages

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

The Transferor is one of the registered proprietors of the land contained in Certificate of Title 13B/752 (hereinafter referred to as "the Dominant Lot") and it is the Transferor's intention to create for the benefit of the land in the dominant lot the land covenant set out in Schedule A over the land in Certificate of Title 13B/751 (hereinafter referred to as "the Servient Lot") TO THE INTENT that the servient lot shall be bound by the stipulations and restrictions set out in Schedule A hereto and that the owners and occupiers for the time being of the dominant lot may enforce the observance of such stipulations against the owners for the time being of the servient lot.

AND AS INCIDENTAL to the transfer of the fee simple so as to bind the servient lot and for the benefit of the dominant lot the transferee DOETH HEREBY COVENANT AND AGREE in the manner set out in the Schedule A hereto so that the covenant runs with the servient lot for the benefit of the dominant lot.

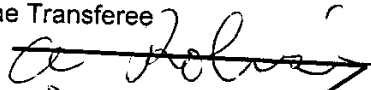
SCHEDULE A

The registered proprietor of the servient lot shall not erect nor allow to be erected any dwelling, building or other structure or any mast or aerial and shall not permit to grow any tree or shrub on the servient lot that exceeds a height of 58 meters above the Tasman District Council datum point.

Continuation of "Attestation"

Signed in my presence by the Transferee

Signature of Transferee:



Signature of Witness:

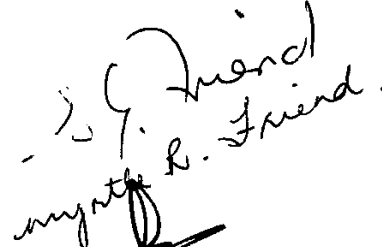
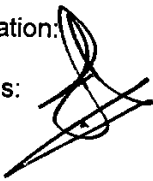


Witness Name:

Jennifer Penny
Legal Executive
Knapps Lawyers
Richmond

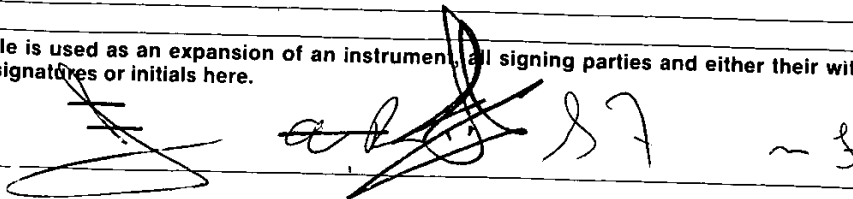
Occupation:

Address:



IAN JAMES TURNER
SOLICITOR
NELSON

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Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER

Land Transfer Act 1952

Law Firm Acting
KNAPPS LAWYERS RICHMOND

Auckland District Law Society
REF. 4135

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