

View Instrument Details



Instrument No 8618821.8
Status Registered
Date & Time Lodged 16 November 2010 14:18
Lodged By Taylor, Shirley
Instrument Type Easement Instrument



Affected Computer Registers Land District

526088	Nelson
526090	Nelson
526091	Nelson
526092	Nelson
526093	Nelson
526094	Nelson
526095	Nelson
526096	Nelson
526097	Nelson
526098	Nelson
526103	Nelson
526104	Nelson

Annexure Schedule: Contains 8 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

I certify that the Mortgagee under Mortgage 8511456.2 has consented to this transaction and I hold that consent

Signature

Signed by John Malcolm Fitchett as Grantor Representative on 10/12/2010 10:00 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by John Malcolm Fitchett as Grantee Representative on 10/12/2010 10:00 AM

*** End of Report ***

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Springlea Estates Limited

Grantee

Springlea Estates Limited

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Restrictive land covenants set out in Schedule B and height restrictions in Schedule C	All references to Servient and Dominant Tenement lots are references to Lots on DP 431338	As shown in Schedule A and schedule C	As shown in schedule A

Form B - continued

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in the attached Annexure Schedules

SPRINGLEA ESTATES LIMITED

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

The Grantor when registered proprietor of the land formerly contained in Certificate of Title 231308 subdivided the land into residential lots in the manner shown and defined on DP 431338. **AND WHEREAS:** it is the Grantors intention that the Lots specified as "Servient Lots" in Schedule A are to be subject to the land covenants in Schedule B for 21 years from 1 March 2005 for the benefit of the Grantors land specified as the "Dominant Lots" in Schedule A **TO THE INTENT** that each of the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto for 21 years from 1 March 2005 and the owners and occupiers for the time being of any of the Dominant Lots may enforce the observance of such stipulations against the owners or occupiers for the time being of the Servient Lot or Lots.

For the purposes of binding the Servient Lots for the benefit of the respective Dominant Lots the Grantor hereby covenants and agrees in the manner set out in Schedule B so that the covenants run with the Servient Lots for the benefit of the respective Dominant Lots as described in Schedule A.

THAT the said **SPRINGLEA ESTATE 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 proprietors for the time being of the Dominant Lots shall indemnify and keep indemnified the said **SPRINGLEA ESTATE 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 land covenant in respect of any parts of the Dominant Lots which have been transferred by the said **SPRINGLEA ESTATE 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 a Dominant Lot owner forthwith at the election of the Dominant Lot owner either:

- (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 Dominant Lot owner's fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breaches; or

- (ii) pay to the Dominant Lot owner as liquidated damages the sum of \$100.00 per day for every day that such breach or non observance or non compliance continues from and after the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple proprietors of the Dominant Lot is limited to \$100.00 per day)

Schedule A

Servient Tenement	Dominant Tenement
Lot 5	3, 4, 6 & 7
Lot 6	5, 7, 8, 9
Lot 7	4, 6 & 8
Lot 8	7, 9, 11 & 12
Lot 9	6, 8, 10 & 11
Lot 10	9, 11, 14 & 15
Lot 11	8, 10, 12, 13 & 14
Lot 12	8, 11 & 13
Lot 13	12 & 14
Lot 14	11, 13 & 15
Lot 15	10 & 14

Schedule B

The Grantee shall not:

1. Subdivide any of the servient Lots except Lots 3 and 58

For the purposes of this clause :

 - (a) "subdivide" shall have the same meaning given to the expression "subdivision of land" in Section 218 of the Resource Management Act 1991, and
 - (b) any boundary adjustment that does not create a separate building site shall not be in breach of this condition.
2. Erect or permit to be erected or permit to remain upon any servient lot:
 - (a) Any more than one dwelling and one associated outbuilding.
 - (b) A dwelling with an internal ground floor area of less than 110 square metres, excluding any garaging or outbuilding. Any dwelling shall be built on site from an individual design.
 - (c) Any dwelling, building or other structure where the wall cladding is not of a consistent quality. Consistent brick, stone and plaster (whether

- cement or coating over polystyrene block or sheathing) wall cladding shall not be in breach of this condition.
- (d) A dwelling, building or other structure with a roof cladding of corrugated iron whether unpainted or painted PROVIDED THAT Decramastic and Colorsteel products or products or similar construction precoated in the manufacture process shall not be in breach of this restriction.
 - (e) Any dwelling, building or structure of a "A" frame style construction.
 - (f) Any pre-used dwelling, building or structure, or building built off site.
 - (g) Any dwelling, building or structure constructed with second hand building materials (excluding recycled brick) unless prior written approval is obtained from the Grantor.
 - (h) Any outbuildings other than building of a style and quality similar to the dwelling erected on the Servient Lot.
 - (i) Any dwelling, building, mast, aerial, tree or shrub higher than the height restriction relevant to each Servient Lot as detailed in Schedule C hereto.
 - (j) Any dwelling:
 - (i) with a roof pitch 25° above the horizontal; or
 - (ii) building or structure incorporating an understructure that is not fully enclosed;
 - (k) Any boundary fence or fence within the allotment built of galvanised iron, polite, or cement board panels, or permit to grow any live hedge exceeding two metres in height.
 - (l) Any garage, outbuilding or fence except in permanent materials of natural timber, brick, stone, rock or plaster or any other permanent materials agreed to in writing by the Grantor.
 - (m) Any fence exceeding 1.2m in height within the front yard or boundary fence in front of dwellings within 3m from the road line.
 - (n) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive to the subdivision in terms of design and location and siting any garden shed or clothesline in such a way as to not be highly visible from the street.
3. Permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath or in front of the front building line of the dwelling on any Servient Lot.
 4. Bring on to the Servient Lot any animals or livestock to raise, breed or keep other than a maximum of two family domestic dogs or cats unless prior written approval is given by the Grantor.
 5. Allow any animal (including dogs and other domestic pets) to be kept in or about the Servient Lot which is likely to cause a nuisance or annoyance to other

occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the Grantee is not allowed to keep on the Servient Lot any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds.

6. Use the adjacent or abutting land and footpaths for access and dumping of rubbish. The Grantee shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Grantees use of the land directly or indirectly through the Grantees action or those of the Grantees agents or invitees.

The Grantee covenants to maintain the Servient Lot to an acceptable standard (in the Grantors opinion) and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height the Grantor reserves the right to have the Servient Lot mowed and the Grantee agrees to accept liability for such cost plus 50%.

The Grantee shall ensure that the exterior of the dwelling, building or other structure visible to the public will not remain in an unfinished stage for more than six months from the commencement of the erection of such dwelling, building or other structure.

While the Grantor (the said **SPRINGLEA ESTATES LIMITED**) remains registered proprietor of at least a part of any of the Dominant Lots the Grantor reserves the right to himself (with the intent that this right does not enure to his successors in Title) to waive or vary conditions 2(b), 2(c), 2(i), 2(j), 2(k) or 2(m) provided he approves in writing any alternate building plans that meet his expectations for the development. Production of such written approval shall be conclusive evidence that there is no breach of covenant and such approval will be binding on all other registered proprietors from the time being of any part of the Dominant Lots.

Schedule C

Lot	Height Restriction above NCC Datum
Lot 5	67.8
Lot 6	68.8
Lot 9	69.8
Lot 10	71.8
Lot 11	73.8
Lot 14	74.8
Lot 15	72.5

ANNEXURE SCHEDULE - CONSENT FORM¹

Land Transfer Act 1952 section 238(2)

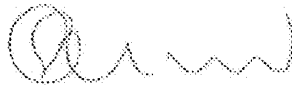
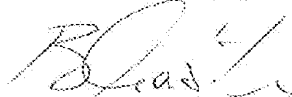

<p>Person giving consent <i>Surname must be underlined</i></p> <p>Nelson Building Society</p>	<p>Capacity and interest of Person giving consent <i>(eg. Mortgagee under Mortgage no.)</i></p> <p>Mortgagee under Mortgage 8511456.2</p>
--	--

Consent
*Delete words in [] if inconsistent with the consent
State full details of the matter for which consent is required*

[Without prejudice to the rights and powers existing under the interest of the person giving consent]
the Person giving consent hereby consents to, the within attached Easement Instrument

Dated this 13th day of September 2010

Attestation

 <p>G. P. Hammond</p>  <p>B J Gabites</p>	<p>Signed in my presence by the Person giving consent</p>  <p>Signature of Witness</p> <p><i>Witness to complete in BLOCK letters (unless legibly printed):</i></p> <p>Witness name Lynette Kaye Havili Occupation Lending Administrator Address Nelson</p>
<p>Signature [Common seal] of Person giving consent</p>	

¹ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Garry Phillip Hammond of Nelson, Credit Manager

AND Brian John Gabites of Nelson, Senior Lending Administrator

HEREBY CERTIFY –

1 THAT by Deed dated the 20th day of March 2006 copies are deposited with the Registrar General of Land under number 6798621.1

NELSON BUILDING SOCIETY a society registered under the Building Societies Act 1965 and having its registered office at 111 – 113 Trafalgar Street, Nelson, New Zealand and carrying on the business of a building society appointed us its attorneys on the terms and subject to the conditions set out in the said Deed and the attached document is executed by us under the powers thereby conferred

2 THAT at the date hereof we were Credit Manager and Senior Lending Administrator of the said society, respectively.

3 THAT at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **NELSON BUILDING SOCIETY** or otherwise.

SIGNED at Nelson



and



This 13th day of September 2010

Transfer instrument
Section 90, Land Transfer Act 1952

T 7065455.1 Transfer

Cpy - 01/03, Pgs - 002, 10/10/06, 12:50



DocID 211883109

Land registration district

Nelson

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

All/part

Area/description of part or stratum

231328	All	Lot 23
--------	-----	--------

Transferor

Surname(s) must be underlined

SPRINGLEA ESTATES LIMITED

Transferee

Surname(s) must be underlined

Thomas Stephen SIMKO & Carleen Monica REICH-SIMKO

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 6th day of October 20 06

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
	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

Landonline User ID:

LOGGING FIRM:

Address: Peter R Dallison

PO Box 1554, Nelson

Uplifting Box Number

ASSOCIATED FIRM:

Client Code / Ref:

Dealing / SUI) Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number Pre-Allocated or
to be Deposited

Rejected Dealing Number

HEREWITH	Survey Plan (#)	Title Plan (#)	Traverse Sheets (#)	Field Notes (#)	Calc Sheets (#)	Survey Report

Other (state)

SW

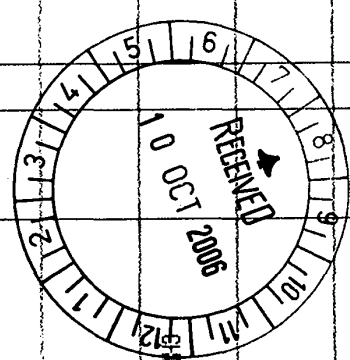
P NL

T 7065455.1 Transfer
COPY - 02/03, Pgs - 002, 10/10/06, 12:50
Copies
(inc. original)
DocID: 211883109

Priority Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	REGISTRATION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	231328	T	Springlea Estates to TS Simko & Anor	50.00							\$50.00
2	231324 231325 231326	M	TS Simko & Anor to ASB Bank	50.00	2					\$4	\$54.00
3											
4											CHEQUE 308.00
5											
6											

Land Information New Zealand Lodgment Form

Applications (LINZ use only)



Subtotal (for this page)	\$104.00
Total for this dealing	\$104.00
Less Fees paid on Dealing #	
Cash/Cheque enclosed for	\$104.00

Form Receipt and Tax Invoice
GST Registered Number 17-022-895
LINZ Form P005
LINZ Form P005 - PDF

DUPLICATE

**IN THE DISTRICT COURT
HELD AT NELSON**

CIV No. 2010-042-515

IN THE MATTER of an application under Section 317 Property
Law Act 2007

AND

IN THE MATTER of an application to extinguish land covenants

AND

IN THE MATTER of an application to dispense with service

CO 8636737.1 Court Ord

Copy - 01/06, Pgs - 003, 12/11/10, 15:11



DocID: 512371618

SPRINGLEA ESTATES LIMITED an
incorporated company having its registered
office at Nelson, Property Developer

Applicant

ORDER ON ORIGINATING APPLICATION:-

- 1. EXTINGUISHING LAND COVENANT**
 - 2. DISPENSING WITH SERVICE**
 - 3. RESERVING LEAVE**
-

Instructing Solicitors:

**ROUT MILNER FITCHETT
SOLICITORS
PO BOX 580
NELSON 7040**

**PHONE (03) 548-0064
FAX (03) 546-9107
Solicitor Acting: J M Fitchett**

Person Acting:

**D M O'NEILL
BARRISTER
PO BOX 815
WAIKATO MAIL CENTRE
HAMILTON 3240
PHONE (07) 839-1745
FAX (07) 838-9319**

MAY IT PLEASE THE COURT

1. The originating application made by Springlea Estates Limited on 9 November 2010 was determined by His Honour Judge Barber.
2. The determination was made without a hearing.
3. The following orders were made:-
 - (a) Extinguishing land covenant T5840247.6 and land covenant T6586143.7 registered against Lot 57 on DP 431338 – part C/T 231308 and Lot 59 on DP 431338 – part C/T 231308 (Nelson Registry).
 - (b) Allowing these proceedings to be commenced by originating application.
 - (c) Dispensing with service of this application and the accompanying affidavits.
 - (d) Proceeding without notice.
 - (e) Granting leave to the Applicant to refer back to the Court if necessary in respect of Lot 58 on DP 431338 – part C/T 231308 (Nelson Registry) for further orders.

DATED this 10th day of November 2010.



.....
DEPUTY REGISTRAR
RG / RNST

SEALED this 11th day of November 2010.

MANUAL DEALING LODGEMENT FORM

Landonline User ID: dbarkercha

LODGING FIRM: **David Barker Conveyancing Limited**

Private Individual: _____

Address: _____

Company Name: _____
LINZ Ref: _____

Plan Number/Pre-Allocated or to be Deposited: _____

C0 8636737.1 Court Ord
Cpy - 03/05, Pgs - 003, 12/11/10, 15-11

Copies
(inc. original)

ASSOCIATED FIRM: _____

Client Code / Ref: _____

2032-1

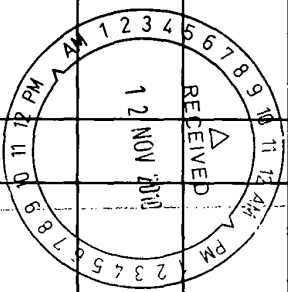
Rejected Dealing Number

8608753

Plan Number/Pre-Allocated or to be Deposited

DocID: 512371618

Priority Order	CT Ref	Type of Instrument	Names of Parties	Document Fees	Resubmission	Notices	Priority Capture	FEES \$ GST INCLUSIVE
1	231308	CO	Springlea Estates Limited	107.33				107.33
2								
3								
4								
5								
Subtotal								\$107.33
Total for this dealing								\$107.33
Less fees paid on Dealing # _____								\$107.33



LINZ Ref: _____

Fee associated with this invoice

Applicable to this dealing only

Debit my Landonline account for
(Only available for Landonline customers)

or Cash / Cheque enclosed for

or Eft-pos payment due for

(Eft-pos only available if lodging the dealing in person at a LINZ processing centre)

Transfer instrument

Section 90, Land Transfer Act 1952



Land registration district

Nelson

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

All/part

Area/description of part or stratum

See Schedule C

Transferor

Surname(s) must be underlined

SPRINGLEA ESTATES LIMITED

Transferee

Surname(s) must be underlined

SPRINGLEA ESTATES 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 subject to Land Covenant (continued on page 2 annexure schedule) 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

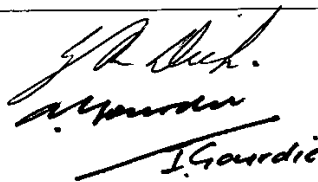
10

day of

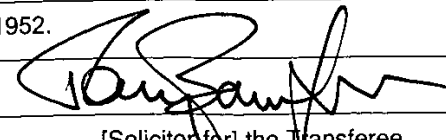
November

2003

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

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

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


[Solicitor for] the Transferee

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

10 - 11 - 03

Page

2 of 6

pages

(Continue in additional Annexure Schedule, if required.)

SPRINGLEA ESTATES LIMITED

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

The Transferor when registered proprietor of the land formerly contained in NL 11B/1239 and NL 12C/1153 subdivided the land into residential lots in the manner shown and defined on a DP326459 **AND WHEREAS:** it is the Transferor's intention that the Lots specified as "Servient Lots" in Schedule ~~C~~ are to be subject to the land covenants in Schedule B for 21 years from 1 March 2003 for the benefit of the Transferor's land specified as the "Dominant Lots" in Schedule A **TO THE INTENT** that each of the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto for 21 years from 1 March 2003 and the owners and occupiers for the time being of any of the Dominant Lots may enforce the observance of such stipulations against the owners or occupiers for the time being of the Servient Lot or 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.

THAT the said **SPRINGLEA ESTATE 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 proprietors for the time being of the Dominant Lots shall indemnify and keep indemnified the said **SPRINGLEA ESTATE 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 parts of the Dominant Lots which have been transferred by the said **SPRINGLEA ESTATE 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 a Dominant Lot owner forthwith at the election of the Dominant Lot owner either:

- (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 Dominant Lot owner's fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breaches; or

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

JAC

MS

Annexure Schedule

Insert type of instrument

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

Transfer

Dated

10 - 11 - 03

Page

3 of 6

pages

(Continue in additional Annexure Schedule, if required.)

- (ii) pay to the Dominant Lot owner as liquidated damages the sum of \$100.00 per day for every day that such breach or non observance or non compliance continues from and after the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple proprietors of the Dominant Lot is limited to \$100.00 per day)

Schedule A

Certificate of Title

"Dominant Lots"

107629	Lot 1
107630	Lot 2
107631	Lot 3
107632	Lot 4
107633	Lot 50
107634	Lot 51
107635	Lot 52
107636	Lot 53
107637	Lot 54
107638	Lot 55
107639	Lot 56
107640	Lot 59
107641	Lot 60
107642	Lot 61
107643	Lot 62
107644	Lot 63
107645	Lot 64

Schedule B

The Transferee shall not:

- 1. Subdivide any of the servient Lots.

For the purposes of this clause :

- (a) "subdivide" shall have the same meaning given to the expression "subdivision of land" in Section 218 of the Resource Management Act 1991, and
- (b) any boundary adjustment that does not create a separate building site shall not be in breach of this condition.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

J.M.L.

W.S.

Annexure Schedule

Insert type of instrument

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

Transfer

Dated

10 - 11 - 03

Page

4

of

6

pages

(Continue in additional Annexure Schedule, if required.)

2. Erect or permit to be erected upon any servient lot:
- (a) Any more than one dwelling and one associated outbuilding.
 - (b) A dwelling with an internal ground floor area of less than 110 square metres, excluding any garaging or outbuilding. Any dwelling shall be built on site from an individual design.
 - (c) Any dwelling, building or other structure where the wall cladding is not of a consistent quality. Consistent brick, stone and plaster (whether cement or coating over polystyrene block or sheathing) wall cladding shall not be in breach of this condition.
 - (d) A dwelling, building or other structure with a roof cladding of corrugated iron whether unpainted or painted PROVIDED THAT Decramastic and Colorsteel products or products or similar construction precoated in the manufacture process shall not be in breach of this restriction.
 - (e) Any dwelling, building or structure of a "A" frame style construction.
 - (f) Any pre-used dwelling, building or structure, or building built off site.
 - (g) Any dwelling, building or structure constructed with second hand building materials (excluding recycled brick) unless prior written approval is obtained from the Transferor.
 - (h) Any outbuildings other than building of a style and quality similar to the dwelling erected on the Servient Lot.
 - (i) Any dwelling, building, mast, aerial, tree or shrub higher than 5.8 metres above the average ground level of the Servient Lot and the position of that item.
 - (j) Any dwelling:
 - (i) having more than one storey; or
 - (ii) with a roof pitch 25° above the horizontal; or
 - (iii) building or structure incorporating an understructure that is not fully enclosed;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

J.A.D.

M.Y.

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

10-11-02

Page

5

of

6

pages

(Continue in additional Annexure Schedule, if required.)

- (k) Any boundary fence or fence within the allotment built of galvanised iron, polite, or cement board panels, or permit to grow any live hedge exceeding two metres in height.
 - (l) Any garage, outbuilding or fence except in permanent materials of natural timber, brick, stone, rock or plaster or any other permanent materials agreed to in writing by the Transferor.
 - (m) Any fence exceeding 1.2m in height within the front yard or boundary fence in front of dwellings within 3m from the road line.
 - (n) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive to the subdivision in terms of design and location and siting any garden shed or clothesline in such a way as to not be highly visible from the street.
3. Permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath or in front of the front building line of the dwelling on any Servient Lot.
 4. Bring on to the Servient Lot any animals or livestock to raise, breed or keep other than a maximum of two family domestic dogs or cats unless prior written approval is given by the Transferor.
 5. Allow any animal (including dogs and other domestic pets) to be kept in or about the Servient Lot which is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the Transferee is not allowed to keep on the Servient Lot any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds.
 6. Use the adjacent or abutting land and footpaths for access and dumping of rubbish. The Transferee shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Transferee's use of the land directly or indirectly through the Transferee's action or those of the Transferee's agents or invitees.

The Transferee covenants to maintain the Servient Lot to an acceptable standard (in the Transferor's opinion) and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height the Transferor reserves the right to have the Servient Lot mowed and the Transferee agrees to accept liability for such cost plus 50%.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

J.A.P. *M.*

Annexure Schedule

Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Transfer

Dated *10 - 11 - 03*

Page *6* of *6* pages

(Continue in additional Annexure Schedule, if required.)

The Transferee shall ensure that the exterior of the dwelling, building or other structure visible to the public will not remain in an unfinished stage for more than six months from the commencement of the erection of such dwelling, building or other structure.

While the Transferor (the said **SPRINGLEA ESTATES LIMITED**) remains registered proprietor of at least a part of any of the Dominant Lots the Transferor reserves the right to himself (with the intent that this right does not enure to his successors in Title) to waive or vary conditions 2(b), 2(c), 2(j), 2(k) or 2(m) provided he approves in writing any alternate building plans that meet his expectations for the development. Production of such written approval shall be conclusive evidence that there is no breach of covenant and such approval will be binding on all other registered proprietors from the time being of any part of the Dominant Lots.

Schedule C

Certificates of Title	"the servient Lots"
107629	Lot 1
107630	Lot 2
107631	Lot 3
107632	Lot 4
107633	Lot 50
107634	Lot 51
107635	Lot 52
107636	Lot 53
107637	Lot 54
107638	Lot 55
107639	Lot 56
107640	Lot 59
107641	Lot 60
107642	Lot 61
107643	Lot 62
107644	Lot 63
107645	Lot 64

To The Land Registrar

Please note the above covenants on the Certificates of Title for the Dominant Lots.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

[Handwritten signature]

Transfer instrument
Section 90, Land Transfer Act 1952

2003/1032EF
Approved

T 6586143.7 Transfer

Cpy - 01/01, Pgs - 009, 26/09/06, 11:06



DocID: 211637546

Land registration district

Nelson

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

All / Part

Area / description of part or stratum

See Schedule C

Transferor

Surname(s) must be underlined or in CAPITALS

SPRINGLEA ESTATES LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS

SPRINGLEA ESTATES LIMITED

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created

State if fencing covenant imposed

Fee simply subject to Land Covenant (continued on page 2 annexure schedule) 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(s) à prendre is described above, that easement or profit(s) à prendre is granted or created.

DATED this 25th day of August 2005

Attestation

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

*Sam Morrison
Director*

*SA Dick
Director*

Signature [Common Seal]
of Transferor

Signed in my presence by the Transferor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Occupation:

Address:

Shirley Taylor
Legal Executive
Nelson

Certified correct for the purposes of the Land Transfer Act 1952

[Signature]
[Solicitor for] the Transferee

SPRINGLEA ESTATES LIMITED

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

The Transferor when registered proprietor of the land formerly contained in NL 212567 subdivided the land into residential lots in the manner shown and defined on a DP 356736 **AND WHEREAS**: it is the Transferor's intention that the Lots specified as "Servient Lots" in Schedule C are to be subject to the land covenants in Schedule B for 21 years from 1 March 2005 for the benefit of the Transferor's land specified as the "Dominant Lots" in Schedule A **TO THE INTENT** that each of the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto for 21 years from 1 March 2005 and the owners and occupiers for the time being of any of the Dominant Lots may enforce the observance of such stipulations against the owners or occupiers for the time being of the Servient Lot or 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.

THAT the said **SPRINGLEA ESTATE 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 proprietors for the time being of the Dominant Lots shall indemnify and keep indemnified the said **SPRINGLEA ESTATE 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 parts of the Dominant Lots which have been transferred by the said **SPRINGLEA ESTATE 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 a Dominant Lot owner forthwith at the election of the Dominant Lot owner either:

- (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 Dominant Lot owner's fees and charges for enforcing the remedies and dealing with any claims against the Dominant Lot owner by third parties because of such breaches; or

- (ii) pay to the Dominant Lot owner as liquidated damages the sum of \$100.00 per day for every day that such breach or non observance or non compliance continues from and after the date upon which written demand is made by the Dominant Lot owner (to the intent that the total payable by any person under this paragraph to multiple proprietors of the Dominant Lot is limited to \$100.00 per day)

Schedule A

Certificate of Title

"Dominant Lots"

231308	Lot 3
231309	Lot 4
231310	Lot 5
231311	Lot 6
231312	Lot 7
231313	Lot 8
231314	Lot 9
231315	Lot 10
231316	Lot 11
231317	Lot 12
231318	Lot 13
231319	Lot 14
231320	Lot 15
231321	Lot 16
231322	Lot 17
231323	Lot 18
231324	Lot 19
231325	Lot 20
231326	Lot 21
231327	Lot 22
231328	Lot 23
231329	Lot 24
231330	Lot 25
231331	Lot 26
231332	Lot 27
231333	Lot 28
231334	Lot 29
231335	Lot 30
231336	Lot 31
231337	Lot 32
231338	Lot 33
231339	Lot 34
231340	Lot 35
231341	Lot 36
231342	Lot 37
231343	Lot 38

231344	Lot 39
231345	Lot 40
231346	Lot 41
231347	Lot 42
231348	Lot 43
231349	Lot 44
231350	Lot 45
231351	Lot 46
231352	Lot 47
231353	Lot 48
231354	Lot 49

Schedule B

The Transferee shall not:

1. Subdivide any of the servient Lots.

For the purposes of this clause :

- (a) "subdivide" shall have the same meaning given to the expression "subdivision of land" in Section 218 of the Resource Management Act 1991, and
 - (b) any boundary adjustment that does not create a separate building site shall not be in breach of this condition.
2. Erect or permit to be erected or permit to remain upon any servient lot:
 - (a) Any more than one dwelling and one associated outbuilding.
 - (b) A dwelling with an internal ground floor area of less than 110 square metres, excluding any garaging or outbuilding. Any dwelling shall be built on site from an individual design.
 - (c) Any dwelling, building or other structure where the wall cladding is not of a consistent quality. Consistent brick, stone and plaster (whether cement or coating over polystyrene block or sheathing) wall cladding shall not be in breach of this condition.
 - (d) A dwelling, building or other structure with a roof cladding of corrugated iron whether unpainted or painted PROVIDED THAT Decramastic and Colorsteel products or products or similar construction precoated in the manufacture process shall not be in breach of this restriction.
 - (e) Any dwelling, building or structure of a "A" frame style construction.
 - (f) Any pre-used dwelling, building or structure, or building built off site.
 - (g) Any dwelling, building or structure constructed with second hand building materials (excluding recycled brick) unless prior written approval is obtained from the Transferor.

- (h) Any outbuildings other than building of a style and quality similar to the dwelling erected on the Servient Lot.
 - (i) Any dwelling, building, mast, aerial, tree or shrub higher than the height (in relation to Nelson City datum) set after the relevant servient allotment in Schedule C hereto.
 - (j) Any dwelling:
 - (i) with a roof pitch 25° above the horizontal; or
 - (ii) building or structure incorporating an understructure that is not fully enclosed;
 - (k) Any boundary fence or fence within the allotment built of galvanised iron, polite, or cement board panels, or permit to grow any live hedge exceeding two metres in height.
 - (l) Any garage, outbuilding or fence except in permanent materials of natural timber, brick, stone, rock or plaster or any other permanent materials agreed to in writing by the Transferor.
 - (m) Any fence exceeding 1.2m in height within the front yard or boundary fence in front of dwellings within 3m from the road line.
 - (n) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive to the subdivision in terms of design and location and siting any garden shed or clothesline in such a way as to not be highly visible from the street.
3. Permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath or in front of the front building line of the dwelling on any Servient Lot.
 4. Bring on to the Servient Lot any animals or livestock to raise, breed or keep other than a maximum of two family domestic dogs or cats unless prior written approval is given by the Transferor.
 5. Allow any animal (including dogs and other domestic pets) to be kept in or about the Servient Lot which is likely to cause a nuisance or annoyance to other occupiers in the subdivision or to detract from the subdivision as a whole. In particular and regardless of the foregoing the Transferee is not allowed to keep on the Servient Lot any dog which in whole or part resembles the Pitt Bull Terrier, Rottweiler or Doberman Pinscher breeds.
 6. Use the adjacent or abutting land and footpaths for access and dumping of rubbish. The Transferee shall reinstate, replace or be responsible for all costs arising from damage to the landscape, roading, footpaths, kerbs, concrete or other structures in the subdivision arising from the Transferee's use of the land directly or indirectly through the Transferee's action or those of the Transferee's agents or invitees.

The Transferee covenants to maintain the Servient Lot to an acceptable standard (in the Transferor's opinion) and shall not allow it to become unsightly or a fire hazard. In the event that grass or weeds are allowed to exceed 150mm in height the Transferor reserves the right to have the Servient Lot mowed and the Transferee agrees to accept liability for such cost plus 50%.

The Transferee shall ensure that the exterior of the dwelling, building or other structure visible to the public will not remain in an unfinished stage for more than six months from the commencement of the erection of such dwelling, building or other structure.

While the Transferor (the said **SPRINGLEA ESTATES LIMITED**) remains registered proprietor of at least a part of any of the Dominant Lots the Transferor reserves the right to himself (with the intent that this right does not enure to his successors in Title) to waive or vary conditions 2(b), 2(c), 2(i), 2(j), 2(k) or 2(m) provided he approves in writing any alternate building plans that meet his expectations for the development. Production of such written approval shall be conclusive evidence that there is no breach of covenant and such approval will be binding on all other registered proprietors from the time being of any part of the Dominant Lots.

Schedule C

Certificates of Title	"the servient Lots"	"the dominant Lots"	"height restrictions" above NCC datum
231308	Lot 3	-	-
231309	Lot 4	-	-
231310	Lot 5	Lot 6	64.0
231311	Lot 6	Lot 5 & 7	67.2
231312	Lot 7	Lot 4 & 6	70.0
231313	Lot 8	Lot 9 & 4	71.5
231314	Lot 9	Lot 10 & 4	75.8
231315	Lot 10	Lot 9 & 11	78.9
231316	Lot 11	Lot 10 & 12	84.0
231317	Lot 12	Lot 11 & 13	86.0
231318	Lot 13	Lot 12 & 14	88.9
231319	Lot 14	Lot 13 & 15	Nil
231320	Lot 15	Lot 14 & 16	93.7
231321	Lot 16	Lot 15 & 17	101.6
231322	Lot 17	Lot 16 & 21	108.1
231323	Lot 18	Lot 19 & 20	114.0
231324	Lot 19	Lot 18 & 20	Nil
231325	Lot 20	Lot 18, 19	115.8
231326	Lot 21	Lot 17, 18 & 20	108.4
231327	Lot 22	Lot 16, 17 & 21	101.3
231328	Lot 23	Lot 15, 16 & 22	95.7
231329	Lot 24	Lot 14, 15 & 23	91.4
231330	Lot 25	Lot 12, 13, 16 & 24	88.0
231331	Lot 26	Lot 12, 25 & 27	84.3
231332	Lot 27	Lot 11, 26 & 28	80.0
231333	Lot 28	Lot 10, 27 & 29	75.7
231334	Lot 29	Lot 9 & 28	72.7
231335	Lot 30	Lot 8, 9, & 29	71.6
231336	Lot 31	Lot 30 & 32	62.5
231337	Lot 32	Lot 31 & 33	62.5
231338	Lot 33	Lot 32 & 34	62.5
231339	Lot 34	Lot 35 & 36	62.5
231340	Lot 35	Lot 34 & 36	Nil
231341	Lot 36	Lot 35 & 37	Nil
231342	Lot 37	Lot 36	63.9
231343	Lot 38	Lot 39	63.0
231344	Lot 39	Lot 38 & 40	64.9
231345	Lot 40	Lot 39 & 41	67.3

231346	Lot 41	Lot 40 & 42	69.8
231347	Lot 42	Lot 41 & 43	76.3
231348	Lot 43	Lot 41, 42 & 44	73.0
231349	Lot 44	Lot 43, 45, 46 & 47	71.5
231350	Lot 45	Lot 44 & 46	69.0
231351	Lot 46	Lot 45 & 47	66.8
231352	Lot 47	Lot 46 & 48	67.0
231353	Lot 48	Lot 47 & 49	66.5
231354	Lot 49	Lot 38, 39, & 48	62.4

To The Land Registrar

Please note the above covenants on the Certificates of Title for the Dominant Lots.



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

We, Rachel Elizabeth Wood and Damien Justin Wannenburg both of Auckland, Bank Officers, severally certify that:

1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 25th day of August 2005



Rachel Elizabeth Wood

SIGNED at Auckland this 25th day of August 2005



Damien Justin Wannenburg