



# View Instrument Details

<b>Instrument Type</b>	Transfer
<b>Instrument No</b>	7539403.2
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	28 September 2007 11:54
<b>Lodged By</b>	Roberts, Hayley Jane

<b>Affected Computer Registers</b>	<b>Land District</b>
320736	Nelson

## Transferors

Springlea Estates Limited

## Transferees

LSK Builders 2000 Limited

## Clauses, Conditions or Intent

The transferee shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the transferor

## Transferor Certifications

I certify that I have the authority to act for the Transferor 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 Transferor Representative on 20/09/2007 07:38 PM

## Transferee Certifications

I certify that I have the authority to act for the Transferee 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 Hamish Richard Grenfell as Transferee Representative on 19/09/2007 04:52 PM

\*\*\* End of Report \*\*\*

**Easement Instrument to Grant Easement or *Profit à Prendre*,  
or Create Land Covenant**

Sections 90A and 90F, Land Transfer Act

**EI 7289631.7 Easemen**

Cpy - 01/01, Pgs - 008, 22/03/07, 12:34



DocID: 211967028

Land registration district

Nelson

Grantor

Surname must be underlined

**SPRINGLEA ESTATES LIMITED**

Grantee

Surname must be underlined

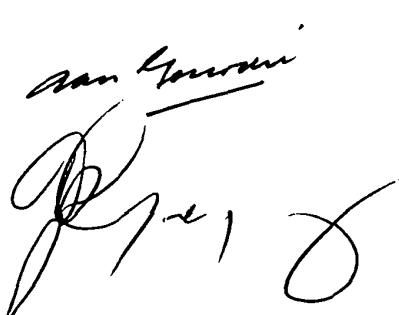
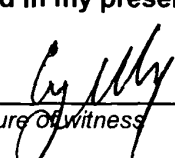
**SPRINGLEA ESTATES LIMITED**

**Grant\* of easement or *profit à prendre* or creation or covenant**

**The Grantor**, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** in gross the easement set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 21<sup>st</sup> day of February 2007

**Attestation**

	<b>Signed in my presence by the Grantor &amp; Grantee</b>	
	 Signature of Witness	
<b>Signature [common seal] of Grantor &amp; Grantee</b>	Witness to complete in BLOCK letters (unless legibly printed)	
	<b>Witness name</b>	
	<b>Occupation</b>	<b>Craig Alastair Morice Solicitor Nelson</b>
	<b>Address</b>	

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

  
[Solicitor for] the Grantee

## 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 Certificate of Title 231309 subdivided the land into residential Lots in the manner shown and defined on a DP 380044 AND WHEREAS: it is the Transferor's 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 31 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 31 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 DOTH 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

Servient Lots			Dominant Lots
Lot 65	320734		66 & 87
Lot 66	320735		65, 67 & 87
Lot 67	320736		66, 68 & 85
Lot 68	320737		67, 69 & 84
Lot 69	320738		68, 70 & 84
Lot 70	320739		69, 71 & 83
Lot 71	320740		70, 72 & 82
Lot 72	320741		71, 73 & 81
Lot 73	320742		72, 74, 80 & 81
Lot 74	320743		73, 75, 80 & 78
Lot 75	320744		74, 76 & 78
Lot 76	320745		75, 77 & 78
Lot 77	320746		76
Lot 78	320747		75 & 76
Lot 79	320748		78, 80 & 81
Lot 80	320749		74, 78 & 81
Lot 81	320750		73, 80 & 82
Lot 82	320751		72, 81 & 83
Lot 83	320752		71, 82 & 84
Lot 84	320753		69, 83 & 85
Lot 85	320754		68, 84 & 86
Lot 86	320755		67, 85 & 87
Lot 87	320756		66, 86 & 89
Lot 88	320757		89, 90
Lot 89	320758		87, 88 & 90
Lot 90	320759		88, 89

*[Handwritten signature]*  
Cam

## Schedule B

The Transferee shall not:

1. Subdivide any of the Servient Lots except Lots 77, 79, 85 and 88.

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 except on Lots 77, 79, 85 and 88
- (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 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;

*For*  
*am.*  
*J.*

- (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.

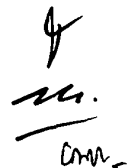
Handwritten signature and initials.

### Schedule C

Certificates of Title			Height Restriction above NCC Datum
Lot 65	320734		73.40m
Lot 66	320735		75.90m
Lot 67	320736		78.20m
Lot 68	320737		81.30m
Lot 69	320738		83.20m
Lot 70	320739		85.00m
Lot 71	320740		86.40m
Lot 72	320741		87.70m
Lot 73	320742		89.50m
Lot 74	320743		91.80m
Lot 75	320744		94.40m
Lot 76	320745		97.20m
Lot 77	320746		99.50m
Lot 80	320749		94.70m
Lot 81	320750		91.80m
Lot 82	320751		89.50m
Lot 83	320752		87.90m
Lot 84	320753		87.10m
Lot 85	320754		86.80m
Lot 86	320755		80.70m
Lot 87	320756		78.60m
Lot 89	320758		76.70m
Lot 90	320759		73.10m

TO The Land Transfer Registrar

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

  
CMA

Annexure Schedule

2003/5038EF  
Approved  
Registrar-General of Land

\*Easement Instrument

Dated

Page

of

pages

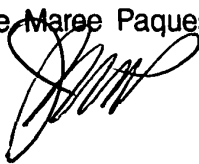
\* Insert type of instrument.

Continue in additional Annexure Schedule if required.

BANK OF NEW ZEALAND LIMITED the mortgagee under mortgage 341433.1 hereby consents to the within  
Easement INSTRUMENT

EXECUTED by )  
BANK OF NEW ZEALAND LIMITED )  
by its attorney(s) )  
in the presence of )

Julie Marie Paques



Priscilla Stephanie Marie Foothead  
Bank Officer  
Bank of New Zealand  
Wellington



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.







**Bank of New Zealand**

**CERTIFICATE OF NON-REVOCATION**

**OF POWER OF ATTORNEY**

**Julie Maree Paques**

I, \_\_\_\_\_, Quality Assurance Officer of Wellington, New Zealand, Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:  
  
North Auckland as dealing No. 6508607
3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Wellington

**DATED: 1 MARCH 2007**

A handwritten signature in black ink, appearing to be 'Julie Paques', written over a horizontal line.

**Julie Maree Paques**

**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 25<sup>th</sup> day of August 2005**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:

Shirley Taylor  
Legal Executive  
Nelson

Address:

Certified correct for the purposes of the Land Transfer Act 1952

[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 **DOTH 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.



# Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument  
"Caveat", "Mortgage" etc.

Easement Instrument

Page  of  pages

## Consentor

Surname must be underlined

## Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Bank of New Zealand

Mortgage under Mortgage No 341433.1

## Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section      of the      Act      ]

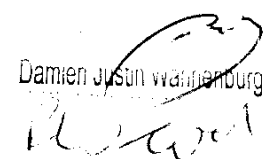
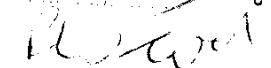
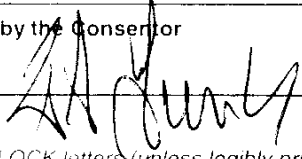
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

the within written instrument

Dated this 25 day of Feb 2005

## Attestation

 Damien Justin Warranburg  Rachel Elizabeth Wood	Signed in my presence by the Consentor 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <b>Robin Peter Tuckey</b> Occupation Address <b>Auckland</b>
Signature of Consentor	

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**

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

**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.

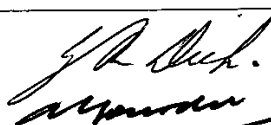

Fee simple subject to Land Covenant (continued on page 2 annexure schedule) and the Transferree shall be bound by a fencing covenant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor

**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).

  <b>Directors.</b>	<b>Signed in my presence by the Transferor</b> _____
	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 A 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*

*W.*

**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.

*[Signature]*

*[Signature]*

**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.

JAD

AM.

**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.



**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
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107637	Lot 54
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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.

