



# View Instrument Details

**Instrument No** 8200572.1  
**Status** Registered  
**Date & Time Lodged** 23 June 2009 09:24  
**Lodged By** Faulkner, Jacqueline Dawn  
**Instrument Type** Variation of Easement



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Affected Computer Registers	Land District
239171	Nelson
239172	Nelson
239173	Nelson
239174	Nelson

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**Annexure Schedule:** Contains 5 Pages.

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## 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 8045615.3 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 8132132.1 has consented to this transaction and I hold that consent
- I certify that the territorial authority has consented to this transaction and I hold that consent, or the affected easement is not the subject of a condition imposed by the territorial authority

## Signature

Signed by Philip Anthony Tonkin as Grantor Representative on 11/06/2009 11:19 AM

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## 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 Robert Dudley Symms as Grantee Representative on 10/06/2009 03:16 PM

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

**Form D**

**Easement Variation instrument to vary Easement or Profit à prendre or Land Covenant**

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

**Grantor**

Bruce James Paterson and Kristin Annan Paterson

**Grantee**

Leslie Frank Rackley and Katherine Elizabeth Rackley as registered proprietors of the first dominant tenement, Mark Simon Fry and Eloise Catrine Fry as registered proprietors of the second dominant tenement and Owen Charles Tasker and Barbara May Tasker as registered proprietors of the third dominant tenement

**Variation of Easement, Profit à prendre or Covenant**

The terms, covenants or conditions contained in the easement(s), profit(s) à prendre, or covenant(s) set out in Schedule A are hereby varied, negatived or added to, as set out in Schedule B.

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose of Easement; Profit or Covenant	Creating Instrument number	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	6794762.7	239173	239171 ("the first dominant tenement")  239172 ("the second dominant tenement")  239174 ("the third dominant tenement")

**Schedule B**

*Continue in Annexure Schedule, if required*

Clause 1(b)(vii) of the Land Covenant created under Number 6794762.7 is hereby modified by adding at the end of the said clause the following:  
  
"PROVIDED THAT in the case of the Grantor herein the Grantees consent to the Grantor constructing a dwelling and works in accordance with draft plans submitted to them which do not strictly comply with the foregoing restrictions AND PROVIDED FURTHER that the said dwelling and works when completed do not materially differ from the plans approved by the Grantees."

P.002

64 7 349 855

19-MAR-2009 10:45

**Electronic Mortgagee Consent**

C/T No 239172  
Nelson Land Registration District

Legal Description:

Area: 5542m2 Lot 2 DP 358598 - Certificate of Title 239172

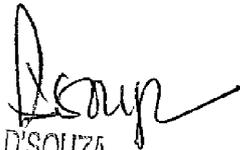
Grantor: BRUCE JAMES PATERSON and KRISTIN ANNAN PATERSON

Grantee: MARK SIMON FRY and ELOISE CATRINE FRY

ANZ NATIONAL BANK LIMITED as Mortgagee under Mortgage No. 8045615.3 hereby consents to the within written Easement Instrument Varying Land Covenant in Transfers 5380618.3 and 6794762.7 but without prejudice to its rights, powers and remedies otherwise under the said Mortgage.

Dated this 21<sup>st</sup> day of April 2009

SIGNED BY  
ANZ NATIONAL BANK LIMITED

  
LORRAINE D'SOUZA

  
PSA TOFA  
BANK OFFICER  
AUCKLAND

No. 1077 P. 7

anz totorua

19. Mar. 2009 10:04

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

I, **Lorraine D'Souza** of **Auckland, New Zealand, Team Leader, Retail Loan Support, Lending Services Centre**, certify –

1. That by deed dated 28 June 1996, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.
3. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.



Signed at **Auckland** this day of 21 April 2009

Land Information New Zealand, Dealing Numbers:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

2009-06-10 11:41

Westpac L5 Chch

+64 3 371 6232 >>

035459007 P 2/3

2009-06-02

14:28

035459007

64 3 345 9449

SYMS LAW

Westpac Bus. Banking

PAGE 2/2

Electronic Mortgagee Consent

C/T No 239171

Nelson Land Registration District

Legal Description:

Arsa: 5002m2 Lot 1 DP 358598 - Certificate of Title 239171

Grantor: BRUCE JAMES PATERSON and KRISTIN ANNAN PATERSON

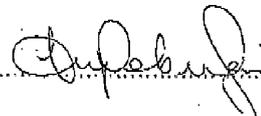
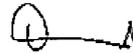
Grantee: LESLIE FRANK RACKLEY and KATHERINE ELIZABETH RACKLEY

WESTPAC NEW ZEALAND LIMITED as Mortgagee under Mortgage No. 6132132.1 hereby consents to the within written Easement Instrument Varying Land Covenant in Transfers 5380618.3 and 6792752.7 but without prejudice to its rights, powers and remedies otherwise under the said Mortgage.

Dated this 10<sup>th</sup> day of June 2009

SIGNED BY  
WESTPAC NEW ZEALAND LIMITED

Robert Stanley McDonald



ANGELA ROBINSON

**Bank Officer**  
**Westpac**  
**Christchurch**

2009-06-10 11:41

Westpac L5 Chch

+64 3 371 6232 >>

035459007 P 3/3

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Robert Stanley McDonald, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. THAT by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. THAT at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. THAT at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Robert Stanley McDonald

this 10 June 2009

**Transfer instrument**  
Section 90, Land Transfer Act 1952



**T 6794762.7 Transfer**

Cpy - 01/01, Pgs - 007, 31/03/08, 14:40



DocID: 211689488

Land registration district

NELSON

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

All/part

Area/description of part or stratum

239171  
239172

All  
All

(Continued on annexure schedule)

Transferor

Surname(s) must be underlined or in CAPITALS.

Owen Charles TASKER and Barbara May TASKER

Transferee

Surname(s) must be underlined or in CAPITALS.

Owen Charles TASKER and Barbara May TASKER

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created  
State if fencing covenant imposed.

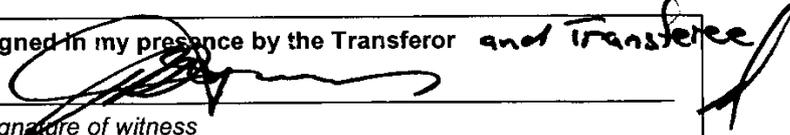
Fee simple subject to a land covenant (continued on page 2 annexure schedule)

Operative clause

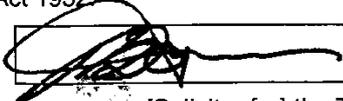
The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this 12<sup>th</sup> day of December 2005

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

	Signed in my presence by the Transferor <i>and Transferee</i> 
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Transferor	ROBERT DUDLEY SYMNS Solicitor NELSON

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 Instrument

Dated 12 December 2005 Page 2 of 5 pages

(Continue in additional Annexure Schedule, if required.)

**(Continuation of "C/T(s)")**

239173 All  
 239174 All

**(Continuation of "Estate or Interest or Easement to be Created")**

1. The Transferor as registered proprietors of the land formerly contained in Certificate of Title 28279 has subdivided the land into lots in the manner shown and defined on Deposited Plan 349807.
2. 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 the benefit of each parcel of land specified as "Dominant Lots" in Schedule A TO THE INTENT that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B hereto and that the registered proprietors for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners or occupiers for the time being of the Servient Lots.
3. AS INCIDENTAL to the transfer of the fee simple so as to bind the Servient Lots and for the benefit of the respective Dominant Lots the Transferee 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 PROVIDED THAT the Transferor shall not be personally liable for any breach of the restrictive covenants in respect of any Lot in Schedule A after the Transferor shall have parted with all interest in that Lot to the intent that the covenant shall bind only the registered proprietor/s for the time being of the Lot subject to the Covenants.

**SCHEDULE A**

Servient Lots on DP 358598

Dominant Lots on DP 35859

1	2, 3 and 4
2	1, 3 and 4
3	1, 2 and 4
4	1, 2 and 3

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 Instrument

Dated

12 December 2005

Page

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of

5

pages

(Continue in additional Annexure Schedule, if required.)

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

**SCHEDULE B**

1. The Transferee shall not:

- (a) "subdivide" the land transferred herein which term shall have the same meaning as given to the expression "Subdivision of Land" as set out in Section 218 of the Resource Management Act 1991 **PROVIDED THAT** a boundary adjustment which does not create an additional residential allotment shall not contravene this provision;
- (b) erect or permit to be erected upon the land transferred hereunder:
  - (i) any more than one dwelling and associated outbuildings **PROVIDED THAT** the existing sheds on Lot 2 DP 358598 herein and any improvements thereto shall not be in breach of this provision;
  - (ii) a dwelling with an internal floor area of less than 120 square metres, excluding any garaging or outbuildings;
  - (iii) any dwelling, building or other structure with an external wall cladding of other than brick, adobe, stone, plaster, stucco, linea weatherboard or natural timber;
  - (iv) any dwelling, building or other structure with a roof cladding of corrugated iron, whether unpainted or painted **BUT** Decramastic and Coloursteel products or products of similar construction painted or coated in the manufacturing process shall not be in breach of this restriction **PROVIDED THAT** the roof cladding of the existing house and sheds on Lot 2 DP 358598 and any replacement corrugated iron thereto shall not be in breach of this provision;
  - (v) any dwelling, building or structure of an "A" frame style or construction or pole house style;
  - (vi) any pre-used dwelling, building or structure;
  - (vii) any dwelling which shall have been wholly or substantially constructed or prefabricated on a site other than the land transferred hereunder and relocated thereto. For the purposes of this clause a kitset dwelling shall be a dwelling prefabricated on a site other than the land transferred hereunder **BUT** where the Transferee wishes to erect on the within land a dwelling in contravention of this clause which, when erected, will have an internal floor area of greater than 150 square metres (excluding garage and other outbuildings) the Transferee may apply to the Transferor (or, where applicable, the Transferor's successor in title to Lot 2 DP 358598) for consent to erect

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.

*TS* *OCY* 

**Annexure Schedule**

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

Transfer Instrument

Dated

12 December 2005

Page

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of

5

pages

(Continue in additional Annexure Schedule, if required.)

**(Continuation of "Estate or Interest or Easement to be created")**

the same. In making such application the Transferee shall provide full plans and specifications but consent may be withheld or granted upon such terms and conditions and under such circumstances as the Transferor shall in the Transferor's sole and absolute discretion think fit but the successor in title to the said Lot 2 shall not be entitled to withhold consent arbitrarily or unreasonably and neither the Transferor nor any successor to the said Lot 2 shall be entitled to any compensation or other payment for services performed pursuant to this covenant;

- (viii) any dwelling, building or other structure the colours of which do not blend into the natural landscape as much as possible;
- (ix) any dwelling, building or other structure not designed by a Registered Architect or Draughtsperson PROVIDED HOWEVER the Transferee shall have the right to erect a Skyline garage or similar style garage or outbuilding;
- (x) any dwelling that shall not be fully clad and roofed within twelve (12) calendar months of the foundations being laid;
- (xi) any building or structure under a permit that permits temporary occupation of such building or structure nor permit any caravan to be kept on the land for temporary or permanent occupation;
- (xii) any dwelling without first having submitted copies of the dwelling plans to the Transferor (or, where applicable, the Transferor's successor in title to Lot 2 DP 358598) and obtaining the Transferor's confirmation that the proposed dwelling complies with these restrictions, such confirmation not to be unreasonably or arbitrarily withheld and in the event of the Transferor not giving or refusing to give such confirmation within fifteen (15) working days after the said dwelling plans have been submitted, such confirmation shall not be required and this covenant will be deemed to have been fully complied with and the Transferor shall not be entitled to any compensation or other payment for services performed pursuant to this covenant.

- 2. If the Transferee is in breach of any of these conditions then the Transferee will at the request of the Transferor desist from such breach, and remedy such breach. All costs in such remedy and the Transferor's costs of ensuring compliance shall be borne by the Transferee.
- 3. The Transferor shall not be liable for any action it takes or fails to take in respect of the within covenants.

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 signatures]*

**Annexure Schedule**

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

Transfer Instrument

Dated

12 December 2005

Page

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of

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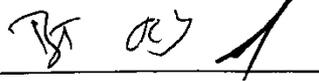
pages

(Continue in additional Annexure Schedule, if required.)

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

4. Should there be any dispute as to the within Transfer Instrument or any matter arising in respect of the operation of the Transfer Instrument then the following will apply:-
- (a) The Parties will meet in a spirit of goodwill and co-operation and seek to resolve the dispute.
  - (b) If the Parties are unable to resolve the dispute within 14 days (or within such other times as they agree) either Party may require the dispute to be referred to mediation.
  - (c) A mediator will be appointed (unless the Parties otherwise agree) by the President of the Nelson District Law Society and the mediator will conduct the mediation in accordance with the general principles of LEADR.
  - (d) If mediation is not required, or is unsuccessful, the dispute will be referred to arbitration.
  - (e) An arbitrator will be appointed (unless the Parties otherwise agree) by the President of the Nelson District Law Society, and such arbitrator will be obliged to conduct the arbitration in accordance with the Arbitration Act 1996. The decision of such arbitrator will be final.
  - (f) References herein to the Nelson District Law Society shall include any successor to that Society consequent upon enactment of any legislation in substitution of the Law Practitioners Act 1982.

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.



ASB BANK LIMITED  
**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I Theresa Carolina Sekona of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **3 February 2004** and deposited in the Land Information New Zealand office as **No. 5911838** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation  
Senior Manager Group Retail Loan Documentation  
Senior Manager Loan Security Maintenance  
Manager Business and Rural Loan Documentation  
Legal Executive, Lending Services  
Manager Administration  
Manager Security Alterations and Settlements  
Manager Inward Documents and Security Filing  
Manager Evening Processing Team  
Manager BankDirect  
Chief Manager Lending Services  
Manager Debt Assessment and Recoveries  
Manager Business Credit

2. THAT I hold the appointment of Acting Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.



\_\_\_\_\_  
Theresa Carolina Sekona

\_\_\_\_\_

SIGNED at Auckland this                      day of                      200

**28 DEC 2005**

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)

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

Mortgage

Page 1 of 1 pages

**Consentor**

Surname must be underlined

**Capacity and Interest of Consentor**

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

<b>ASB Bank Limited</b>	<b>Mortgage No. 357546.2</b>
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**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 registration of the within Land Covenant

Dated this \_\_\_\_\_ day of **28 DEC 2005** 2005

**Attestation**

<p>SIGNED by ASB BANK LIMITED by its Attorney <b>TERESA CAROLINA SEKONA</b> <i>Teresa Sekona</i></p> <p>in the presence of: <i>Debbie Hooley</i></p> <p>Witness: <b>DEBBY HOOLEY</b> Bank Officer _____ AUCKLAND</p>	<p>Signed in my presence by the Consentor</p> <hr/> <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation</p> <p>Address</p>
<p>Signature of Consentor</p>	

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.

**TRANSFER**  
Land Transfer Act 1952

**T 5380618.3 Transfer**

Cpy - 01/01.Pgs - 006.22/10/02.11:24



DocID: 210673820

If there is not enough space in any of the panels below, the two page form incorporating the Annexure Schedule should be used: no other format will be received.

Land Registration District

NELSON

Certificate of Title No.

28280

All or Part? Area and legal description — Insert only when part or Stratum, CT

All

Transferor Surnames must be underlined

Owen Charles Tasker and Barbara May Tasker

Transferee Surnames must be underlined

William David Beaumont, Judith Ellen Beaumont and Brian James Maurice Nelson

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

Fee simple subject to a land covenant (continued on page 2 annexure schedule)

Consideration

\$168,000.00

Operative Clause

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

Dated this 2nd day of October 2002

Attestation

*[Handwritten signature]*  
*[Handwritten signature]*

Signature, or common seal of Transferor

Signed in my presence by the Transferor  
Signature of Witness  
*[Handwritten signature]*  
Witness to complete in BLOCK letters  
(unless typewritten or legibly stamped)  
Witness name **Jacqueline Faulkner**  
Occupation **Legal Executive**  
Address **Symns Law Nelson**

Certified correct for the purposes of the Land Transfer Act 1952

REF: 4130

*[Handwritten signature]*

Solicitor for the Transferee

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

# TRANSFER

**Land Transfer Act 1952**

Law Firm Acting

Auckland District Law Society  
REF. 4130

**This page is for Land Registry Office use only.**  
*(except for "Law Firm Acting")*

Annexure Schedule

Insert below  
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

2 - 10 - 2002

Page

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of

4

Pages

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

In so far as the Transferor is also registered as proprietor of the adjoining land contained in Certificate of Title 28279 and intends to further subdivide that adjoining land and create restrictive land covenants to both benefit and burden each of the proposed lots of such further subdivision and also the lot being transferred hereunder, the Transferee and the registered proprietor from time to time of the land transferred hereunder shall not at any time hereafter:

- (a) "subdivide" the land transferred herein which term shall have the same meaning as given to the expression "Subdivision of Land" as set out in Section 218 of the Resource Management Act 1991;
- (b) Erect or permit to be erected upon the land transferred hereunder:
  - (i) any more than one dwelling and associated outbuildings;
  - (ii) a dwelling with an internal floor area of less than 120 square metres, excluding any garaging or outbuildings;
  - (iii) any dwelling, building or other structure with an external wall cladding of other than brick, adobe, stone, plaster, stucco or natural timber;
  - (iv) any dwelling, building or other structure with a roof cladding of corrugated iron, whether unpainted or painted **BUT** Decramastic and Coloursteel products or products of similar construction painted or coated in the manufacturing process shall not be in breach of this restriction;
  - (v) any dwelling, building or structure of an "A" frame style or construction or pole house style;
  - (vi) any pre-used dwelling, building or structure;
  - (vii) any dwelling which shall have been wholly or substantially constructed or prefabricated on a site other than the land transferred hereunder and relocated thereto. For the purposes of this clause a kitset dwelling shall be a dwelling prefabricated on a site other than the land transferred hereunder **BUT** where the Transferee wishes to erect thereon a dwelling in contravention to this clause which when erected will have an internal floor area of greater than 150 square metres (excluding garage and other outbuildings) the Transferee may apply to the Transferor

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Annexure Schedule

Insert below  
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 2 - 10 - 2002

Page 3 of 4 Pages

(or, where the Transferor is no longer registered as proprietor of any part of the said adjoining land in Certificate of Title 28279 the then registered proprietors of such adjoining land) for consent to erect the same. In making such application the Transferee shall provide full plans and specifications but consent may be withheld or granted upon such terms and conditions and under such circumstances as the party applied to may entirely at its discretion think fit;

- (viii) any dwelling, building or other structure the colours of which do not blend into the natural landscape as much as possible;
- (ix) any dwelling, building or other structure not designed by a Registered Architect or Draughtsperson PROVIDED HOWEVER the Transferee shall have the right to erect a Skyline garage or similar style garage or outbuilding;
- (x) any dwelling that shall not be fully clad and roofed within twelve (12) calendar months of the foundations being laid;
- (xi) any building or structure under a permit that permits temporary occupation of such building or structure nor permit any caravan to be kept on the land for temporary or permanent occupation;
- (xii) any dwelling without first having submitted copies of the dwelling plans to the Transferor (or, where the Transferor is no longer registered as proprietor of any part of the said adjoining land in Certificate of Title 28279, the then registered proprietors of such adjoining land) and obtaining the Transferor's confirmation that the proposed dwelling complies with these restrictions, such confirmation not to be unreasonably or arbitrarily withheld and in the event of the Transferor not giving or refusing to give such confirmation within fifteen (15) working days after the said dwelling plans have been submitted, such confirmation shall not be required and this covenant will be deemed to have been fully complied with and the Transferor shall not be entitled to any compensation or other payment for services performed pursuant to this covenant.

AND AS INCIDENTAL to the transfer of the fee simple so as bind the land transferred hereunder ("the servient land") and for the benefit of the land contained in Certificate of Title 28279 ("the dominant land") and the lots of any subdivision thereof, the Transferee HEREBY COVENANTS AND AGREES to observe the foregoing provisions of (a) and (b) so that the covenants run with the servient land for the benefit of the dominant land and each of the lots of any subdivision thereof.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Handwritten signatures and initials: [Signature], ay, [Signature], [Signature], [Signature] RAJSS

**Annexure Schedule**

Insert below  
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 2 - 10 - 2002

Page 4 of 4 Pages

Signed in my presence by the Transferee )  
William David Beaumont )  
Judith Ellen Beaumont and )  
Brian James Maurice Nelson )  
Signature of Witness: )

W D Beaumont

J E Beaumont

B J M Nelson

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

Witness Name: Rachel Litara Penelope Allan  
Occupation: Legal Secretary  
Address: Nelson

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

15 October 2002

The District Land Registrar  
Land Information New Zealand  
Private Bag 4721  
**CHRISTCHURCH**



**O C & B M TASKER - SALE LOT 4, DP 307294 (NL28280) TO W D & J E BEAUMONT  
& B J NELSON**

Please note the land covenant in the transfer between the above parties against certificate of title NL28279.

Yours faithfully  
**Symns Law**

  
Jacquie Walker  
~~Legal Executive (NZLEC)~~  
email: [jwalker@symnslaw.co.nz](mailto:jwalker@symnslaw.co.nz)