



TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

Nelson

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

See Schedule C

Transferor Surnames must be underlined

GRAEME RAINSFORD DICK and IAN GOURDIE

Transferee Surnames must be underlined

GRAEME RAINSFORD DICK and IAN GOURDIE

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

Fee Simple subject to Land 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

Consideration

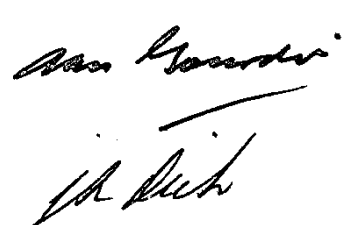
\$0.10 (Ten Cents)

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.

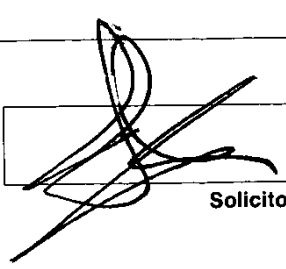
Dated this 29th day of March 19 2002

Attestation

	Signed in my presence by the Transferor and Transferee	
	Signature of Witness	
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)	
	Witness name	Alain Swain
	Occupation	Legal Executive
	Address	Knapps Lawyers Richmond
Signature, or common seal of Transferor		

Certified correct for the purposes of the Land Transfer Act 1952

Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does not apply.
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)


Solicitor for the Transferee

Annexure Schedule



Insert below

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

Tues

Dated

29-11-02

Page

1

of

3

Pages

<i>M. Hay</i>
The Dominant Lot Owner
Signature or common seal of Transferor

Signed in my presence by the Dominant Lot Owner

Signature of Witness

Philip

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

Witness Name

PHILIP WAYNE HAY

Occupation

BUILDER

Address

*3 STANHOPE RISE
RICHMOND.*

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.

[Signature]

Annexure Schedule



Insert below

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

Transfer

Dated

29-11-02

Page

1

of

3

Pages


The Dominant Lot Owner
Signature or common seal of Transferor

Signed in my presence by the Dominant Lot

Owner

Signature of Witness

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

Witness Name

JENNIFER PENNY

Occupation

Legal Executive

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.



Annexure Schedule



Insert below

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

Transfer

Dated

29-11-02

Page

1

of

3

Pages


The Dominant Lot Owner
Signature or common seal of Transferor

Signed in my presence by the Dominant Lot Owner

Signature of Witness

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

Witness Name

Occupation

Ian Roderick Smith
Solicitor
Nelson

Address

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.

[Signature]

[Signature]

Annexure Schedule

Insert below

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

Transfer

Dated

29-11-02

Page

2

of

6

Pages

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

The Transferor when registered proprietor of the land formerly contained in Certificate of Title 38207 subdivided the land into residential lots in the manner shown and defined in DP 315473 AND WHEREAS it is the Transferor's intention to create for the benefit of the land in the Certificates of Title set out in Schedule A (hereinafter referred to as the "Dominant Lots") the Land Covenants set out in Schedule B over the land described Schedule C (hereinafter referred to as the "Servient Lots") TO THE INTENT that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lots

AND 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 DOETH HEREBY COVENANT AND AGREE 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.

SCHEDULE A

Certificates of Title

"the Dominant Lots"

60862	Lot 14
60863	Lot 15
60864	Lot 16
60865	Lot 17
60866	Lot 18
60867	Lot 19
60868	Lot 20
60869	Lot 21
60870	Lot 22
60871	Lot 23
60872	Lot 24
60873	Lot 25
60874	Lot 26
38200	Lot 11 DP 309698
38201	Lot 12 DP 309698
38202	Lot 13 DP 309698
38203	Lot 27 DP 309698
60875	Lot 58

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

Trust

Dated

29-11-02

Page

3

of

6

Pages

SCHEDULE B

Land Covenants

The Transferee will not:-

1. Subdivide any of the servient lots on the plan of subdivision.
 - (a) For the purposes of this clause "subdivide" shall have the meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991.
 - (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 upon any of the servient lots:
 - (i) Any more than one dwelling and one associated outbuilding unless the Transferors' approval is first obtained.
 - (ii) A dwelling with an internal ground floor area of less than 115m² excluding any garaging or outbuildings. Any house shall be built on site from an individual design.
 - (iii) Any dwelling, building or other structure with an external wall cladding:-
 - of James Hardie Weatherboard, smooth type or similar smooth product or any plank wider than 180mm (other than Linea Board); or
 - of corrugated iron, Coloursteel or other metallic cladding whether or not the claddings described shall be unpainted or painted and/or coated during or subsequent manufacture.

The wall cladding of the dwelling and outbuilding are to have a consistent quality and can be brick, stone, plaster (whether cement or coating over polystyrene block or sheathing).
 - (iv) A dwelling building or other structure with roof cladding of corrugated iron whether unpainted or painted PROVIDED THAT Decramastic and Coloursteel products or products of similar construction precoated in the manufacturing process shall not be in breach of this restriction.
 - (v) Any pre-used dwelling building or structure or any kitset type dwelling of a familiar cheaper design look. No second hand building materials (excluding recycled bricks) are to be used in the construction of any dwelling or outbuilding unless prior written approval from the Transferor is obtained.

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.

A.

ne

Annexure Schedule

Insert below

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

Transfer

Dated

29-11-02

Page

4

of

6

Pages

- (vi) Any outbuilding other than buildings of a style and quality similar to the dwelling erected on that servient lot;
- (vii) Any dwelling, building, mast, aerial, tree, shrub or other plant higher than 5.5m above the average ground level of the servient lot.

If any such tree, shrub or other plant shall exceed this height and they are thereby obstructing the views of the proprietor of any servient lot in the subdivision then a suitable qualified arborist will trim the said tree, shrub or plant so that it complies with this restriction.

- (viii) Any boundary fence or fence within the servient lot built of galvanized iron, polite, cement board panels or any live hedge exceeding two metres in height;
 - (ix) Any fence within the front yard or boundary fence in front of dwellings within 3m from the road line exceeding 1.2m in height.
 - (x) Any garage outbuilding or fence except in permanent materials to be agreed by the Transferor.
 - (xi) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive in terms of design and location, siting any garden shed or clothesline in such a way as to not be highly visible from the street.
3. live on site in temporary accommodation while constructing the principal dwelling.
 4. construct any road or right of way on any part of the servient lot, which provides access to any other adjoining land without the prior approval of the Transferor.
 5. permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath or in front of the building line of the dwelling on the servient lot.
 6. display on the servient lot any advertisement, sign or hoarding of a commercial nature with lighting or more than one such advertisement, sign or hoarding measuring in excess of 900mm x 600mm. In the event that any such advertisement sign or hoarding is in excess of 900 x 600mm this should first be approved in writing by the Transferor and comply with any Local Authority ordinances.
 7. carry out landscaping on the road frontage of the Local authority owned land except in accordance with the general overall landscaping of the road reserve by the Transferor,

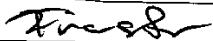
If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Signature]

[Signature]

Annexure Schedule

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



Dated 29-11-02

Page 5 of 6 Pages

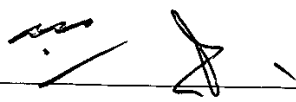
or without prior written approval by the Transferor.

8. 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.
9. 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 Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds
10. use or permit the use of any servient lot for institutional residential purposes. For the purposes of this clause "institutional residential purposes" shall include (but not be limited to) the use of the servient lot for housing purposes by central or local government agencies or public or private health sector agencies.
11. 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 use of the land directly or indirectly through the Transferee's action or those of the Transferee's agent or invitees.
12. object to the continuing day to day running of any business or businesses situated on that part of Lot 58 Deposited Plan 315473 and that part of the adjoining Certificate of Title 60875 which is between the Gladstone Road boundary of the said Lot 58 and Certificate of Title 60875 and a parallel line 60.09 metres from that said boundary with Gladstone Road. The Transferee shall not make any submission to any Local or Regulatory Authority in respect or such business/businesses and or Land Use activities PROVIDED such business operators do not exceed the terms of their Resource Consents and/or Council bylaws, rules or regulations.

The Transferee covenants to maintain the servient lot to an acceptable standard (in the Transferors 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 commencement of the erection of such dwelling, building, or other structure. All drives and pathways visible to the public

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

TRANSFER

Dated

29-11-02

Page

6

of

6

Pages

shall be fully constructed in a permanent dust free surface such as concrete, decorative stones, cobblestone interlocking paving and/or bitumen sealing. Such work will be completed in a proper tradesman-like manner within 18 months of the commencement of the construction of the dwelling.

In the event that the Transferee is in breach of any of these conditions he 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 to ensure compliance plus 50% shall be borne by the Transferee.

That the Transferor will not be liable because of any action they take or fail to take in respect of these restrictions or otherwise and the registered proprietor for the time being of the servient and dominant Lots shall indemnify and keep indemnified the said Transferor 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 Lots 14 - 26 (inclusive) Deposited Plan 315473 which have been transferred by the Transferor to another registered proprietor.

The registered proprietor acknowledges that the above restrictions shall last for 21 years from the 1st May 2002.

SCHEDULE C

Certificates of Title

"the Servient Lots"

60862	14
60863	15
60864	16
60865	17
60866	18
60867	19
60868	20
60869	21
60870	22
60871	23
60872	24
60873	25
60874	26

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 their solicitors must put their signatures or initials here.



TRANSFER

Land Transfer Act 1952

Law Firm Acting
KNAPPS LAWYERS RICHMOND NELSON

Auckland District Law Society
REF: 4135

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

TRANSFER
Land Transfer Act 1952

T 5318680.16 TRANSFER
CPY-01/01.PGS-009.19/08/02.14:41



DocID: 210627860

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

Nelson

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

See Schedule C

Transferor Surnames must be underlined

GRAEME RAINSFORD DICK and **IAN GOURDIE**

Transferee Surnames must be underlined

GRAEME RAINSFORD DICK and **IAN GOURDIE**

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

Fee Simple subject to Land Covenant (continued on Page 2 Annexure Schedule)

Consideration

\$0.10 (Ten Cents)

Operative Clause

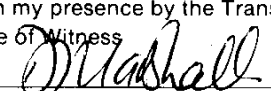
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 22nd day of July 2002

Attestation




Signed in my presence by the Transferor and Transferee
Signature of Witness


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

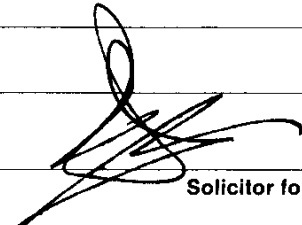
Witness name **Diane Marshall**
Occupation **Legal Executive**
Address **Knapps Lawyers**
Nelson

Signature, or common seal of Transferor/ee

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

REF 4135


Solicitor for the Transferee

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

Annexure Schedule



Insert below

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

Transfer

Dated

22-7-02

Page

2

of

7

Pages

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

The Transferor when registered proprietor of the land formerly contained in Certificate of Title 12A/642 subdivided the land into residential lots in the manner shown and defined in DP 309698 AND WHEREAS it is the Transferor's intention to create for the benefit of the land in the Certificates of Title set out in Schedule A (hereinafter referred to as the "Dominant Lots") the Land Covenants set out in Schedule B over the land described Schedule C (hereinafter referred to as the "Servient Lots") TO THE INTENT that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lots

AND 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 DOETH HEREBY COVENANT AND AGREE 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.

SCHEDULE A

Certificates of Title

38190
38191
38192
38193
38194
38195
38196
38197
38198
38199
38200
38201
38202
38203
38204
38205
38206
38207

"the Dominant Lots"

Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10
Lot 11
Lot 12
Lot 13
Lot 27
Lot 28
Lot 53
Lot 54
Lot 55

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.

[Signature]

[Signature]

Annexure Schedule



Insert below

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

Transfer

Dated

22-7-02

Page

3

of

7

Pages

SCHEDULE B

Land Covenants

The Transferee will not:-

1. Subdivide any of the servient lots on the plan of subdivision.
 - (a) For the purposes of this clause "subdivide" shall have the meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991.
 - (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 upon any of the servient lots:
 - (i) Any more than one dwelling and one associated outbuilding unless the Transferors' approval is first obtained.
 - (ii) A dwelling with an internal ground floor area of less than 115m² excluding any garaging or outbuildings. Any house shall be built on site from an individual design.
 - (iii) Any dwelling, building or other structure with an external wall cladding:-
 - of James Hardie Weatherboard, smooth type or similar smooth product or any plank wider than 180mm; or
 - of corrugated iron, Coloursteel or other metallic cladding whether or not the claddings described shall be unpainted or painted and/or coated during or subsequent manufacture.

The wall cladding of the dwelling and outbuilding are to have a consistent quality and can be brick, stone, plaster (whether cement or coating over polystyrene block or sheathing).
 - (iv) A dwelling building or other structure with roof cladding of corrugated iron whether unpainted or painted PROVIDED THAT Decramastic and Coloursteel products or products of similar construction precoated in the manufacturing process shall not be in breach of this restriction.
 - (v) Any pre-used dwelling building or structure or any kitset type dwelling of a familiar cheaper design look. No second hand building materials (excluding recycled bricks) are to be used in the construction of any dwelling or outbuilding unless prior written approval from the Transferor is obtained.

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.

my

J.R.

Annexure Schedule



Insert below

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

Transfer

Dated

22-7-02

Page

4

of

7

Pages

(vi) Any outbuilding other than buildings of a style and quality similar to the dwelling erected on that servient lot.

(vii) Any dwelling, building, mast, aerial, tree, shrub or other plant higher than 5.5m above the average ground level of the servient lot.

If any such tree, shrub or other plant shall exceed this height and they are thereby obstructing the views of the proprietor of any servient lot in the subdivision then a suitable qualified arborist will trim the said tree, shrub or plant so that it complies with this restriction.

(viii) Any boundary fence or fence within the servient lot built of galvanized iron, polite, cement board panels or any live hedge exceeding two metres in height;

(ix) Any fence within the front yard or boundary fence in front of dwellings within 3m from the road line exceeding 1.2m in height.

(x) Any garage outbuilding or fence except in permanent materials to be agreed by the Transferor.

(xi) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive in terms of design and location, siting any garden shed or clothesline in such a way as to not be highly visible from the street.

3. live on site in temporary accommodation while constructing the principal dwelling.

4. construct any road or right of way on any part of the servient lot, which provides access to any other adjoining land without the prior approval of the Transferor.

5. permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath or in front of the building line of the dwelling on the servient lot.

6. display on the servient lot any advertisement, sign or hoarding of a commercial nature with lighting or more than one such advertisement, sign or hoarding measuring in excess of 900mm x 600mm. In the event that any such advertisement sign or hoarding is in excess of 900 x 600mm this should first be approved in writing by the Transferor and comply with any Local Authority ordinances.

7. carry out landscaping on the road frontage of the Local authority owned land except in accordance with the general overall landscaping of the road reserve by 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

22-7-02

Page

5

of

7

Pages

or without prior written approval by the Transferor.

8. 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.
9. 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 Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds
10. use or permit the use of any servient lot for institutional residential purposes. For the purposes of this clause "institutional residential purposes" shall include (but not be limited to) the use of the servient lot for housing purposes by central or local government agencies or public or private health sector agencies.
11. 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 use of the land directly or indirectly through the Transferee's action or those of the Transferee's agent or invitees.
12. object to the continuing day to day running of any business or businesses situated on that part of Lot 55 Deposited Plan 309698 and that part of the adjoining Certificate of Title 12A/641 which is between the Gladstone Road boundary of the said Lot 55 and Certificate of Title 12A/641 and a parallel line 60.09 metres from that said boundary with Gladstone Road. The Transferee shall not make any submission to any Local or Regulatory Authority in respect of such business/businesses and or Land Use activities PROVIDED such business operators do not exceed the terms of their Resource Consents and/or Council bylaws, rules or regulations.

m. The Transferee shall submit building plans to the Transferor and obtain the Transferors approval to such plans prior to commencement of building. If the Transferor fails to communicate approval or disapproval of the building plans to the Transferee within 30 days after the said plans have been submitted to them, then approval of the plans shall be deemed to have been given.

The Transferee covenants to maintain the servient lot to an acceptable standard (in the Transferors 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

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.

□

Approved by Registrar-General of Land under No. 1995/5003EF

Annexure Schedule



Insert below

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

Transfer

Dated

22-7-02

Page

6

of

7

Pages

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 commencement of the erection of such dwelling, building, or other structure. All drives and pathways visible to the public shall be fully constructed in a permanent dust free surface such as concrete, decorative stones, cobblestone interlocking paving and/or bitumen sealing. Such work will be completed in a proper tradesman-like manner within 18 months of the commencement of the construction of the dwelling.

In the event that the Transferee is in breach of any of these conditions he 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 to ensure compliance plus 50% shall be borne by the Transferee.

That the Transferor will not be liable because of any action they take or fail to take in respect of these restrictions or otherwise and the registered proprietor for the time being of the servient and dominant Lots shall indemnify and keep indemnified the said Transferor 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 Lots 1 – 13, 27, 28, 53 and 54 (inclusive) Deposited Plan 309698 which have been transferred by the Transferor to another registered proprietor.

The registered proprietor acknowledges that the above restrictions shall last for 21 years from the 1st May 2002.

SCHEDULE C

Certificates of Title

"the Servient Lots"

38190
38191
38192
38193
38194
38195
38196
38197
38198
38199
38200
38201

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.

(continued on page 7 annexure schedule)

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.

[Signature]

[Signature]



Approved by Registrar-General of Land under No. 1995/5003EF

Annexure Schedule



Insert below

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

Transfer

Dated

22-7-02

Page

7

of

7

Pages

Certificates of Title

"the Servient Lots"

38202	13
38203	27
38204	28
38205	53
38206	54

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.

ms

ja d.



TRANSFER

Land Transfer Act 1952

Law Firm Acting
KNAPPS LAWYERS RICHMOND

Auckland District Law Society
REF: 4130 /2

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

Transfer instrument
Section 90, Land Transfer Act 1952

T 5670126.2 Transfer

Cpy - 01/01, Pgs - 001, 24/07/03, 11:53



DocID: 210887218

Land registration district

Nelson

Unique identifier(s)

or C/T(s)

All/part

Area/description of part or stratum

88061	All	
-------	-----	--

Transferor

Surname(s) must be underlined.

Harley Enterprises Limited

Transferee

Surname(s) must be underlined.

Shorewood Homes 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 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 4th day of July 20 03

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

Signed by Harley Enterprises Limited by two of its Directors: _____ Director _____ Director	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

TRANSFER
Land Transfer Act 1952

T 5609849.9 Transfer
Cpy - 01/01, Pgs - 016, 04/06/03, 10:58

DocID: 210843013

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

Land Registration District

Nelson

Certificate of Title No.

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

See Schedule C

Transferor Surnames must be underlined

GRAEME RAINSFORD DICK and IAN GOURDIE

Transferee Surnames must be underlined

GRAEME RAINSFORD DICK and IAN GOURDIE

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

Fee Simple subject to Land 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

Consideration

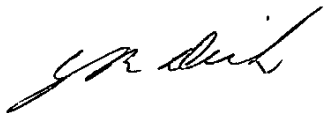
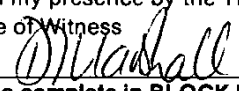
\$0.10 (Ten Cents)

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.

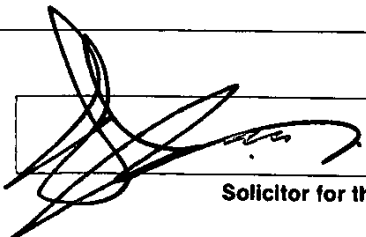
Dated this 23rd day of May 2003

Attestation

	Signed in my presence by the Transferor and Transferee
	Signature of Witness 
	Witness to complete in BLOCK letters (unless typewritten or legibly stamped)
	Witness name Occupation Diane Marshall Address Knapps Lawyers Nelson
Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952

REF: 4130


Solicitor for the Transferee

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 type of instrument

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

Transfer

Dated

23-5-03

Page

2 of 15 pages

(Continue in additional Annexure Schedule, if required.)

Sam Henderson

Signature or common seal of Transferee

Signed in my presence by the Transferee /or
Signature of Witness

A.C. Alley

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

Witness Name

A.C. ALLEY

Occupation

Surveyor

Address

**32A Stansell Ave
Nelson**

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.

Document4

Annexure Schedule

Insert type of instrument

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

Transfer

Dated

23-5-03

Page

3

of

15

pages

(Continue in additional Annexure Schedule, if required.)

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

The Transferor when registered proprietor of the land formerly contained in Certificate of Title 63169 subdivided the land into residential lots in the manner shown and defined in DP 322067 AND WHEREAS it is the Transferor's intention to create for the benefit of the land in the Certificates of Title set out in Schedule A (hereinafter referred to as the "Dominant Lots") the Land Covenants set out in Schedule B over the land described Schedule C (hereinafter referred to as the "Servient Lots") TO THE INTENT that the Servient Lots shall be bound by the stipulations and restrictions set out in Schedule B and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulations against the owners for the time being of the Servient Lots

AND 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 DOTH HEREBY COVENANT AND AGREE 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.

SCHEDULE A

Certificates of Title

"the Dominant Lots"

88052

Lot 29

88053

Lot 30

88054

Lot 31

88055

Lot 32

88056

Lot 33

88057

Lot 34

88058

Lot 35

88059

Lot 36

88060

Lot 37

88061

Lot 38

88062

Lot 39

88063

Lot 40

88064

Lot 41

88065

Lot 42

88066

Lot 43

88067

Lot 44

88068

Lot 45

88069

Lot 46

88070

Lot 47

88071

Lot 48

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

23-5-03

Page

4 of 15 pages

(Continue in additional Annexure Schedule, if required.)

88072	Lot 49
88073	Lot 50
88074	Lot 51
88075	Lot 52
38204	Lot 28 DP 309698
38203	Lot 27 DP 309698
60874	Lot 26 DP 315473
60873	Lot 25 DP 315473
60872	Lot 24 DP 315473
38205	Lot 53 DP 309698
38206	Lot 54 DP 309698

SCHEDULE B

Land Covenants

The Transferee will not:-

1. Subdivide any of the servient lots on the plan of subdivision.
 - (a) For the purposes of this clause "subdivide" shall have the meaning as given to the expression "subdivision of land" set out in Section 218 of the Resource Management Act 1991.
 - (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 upon any of the servient lots:
 - (i) Any more than one dwelling and one associated outbuilding unless the Transferors' approval is first obtained.
 - (ii) A dwelling with an internal ground floor area of less than 115m² excluding any garaging or outbuildings. Any house shall be built on site from an individual design.
 - (iii) Any dwelling, building or other structure with an external wall cladding:-
 - of James Hardie Weatherboard, smooth type or similar smooth product or any plank wider than 180mm (other than Linea Board); or
 - of corrugated iron, Coloursteel or other metallic cladding whether or not the claddings described shall be unpainted or painted and/or coated during 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.

Annexure Schedule

Insert type of instrument

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

Transfer

Dated

23-5-03

Page

5

of

15

pages

(Continue in additional Annexure Schedule, if required.)

subsequent manufacture.

The wall cladding of the dwelling and outbuilding are to have a consistent quality and can be brick, stone, plaster (whether cement or coating over polystyrene block or sheathing).

- (iv) A dwelling building or other structure with roof cladding of corrugated iron whether unpainted or painted PROVIDED THAT Decramastic and Coloursteel products or products of similar construction precoated in the manufacturing process shall not be in breach of this restriction.
- (v) Any pre-used dwelling building or structure or any kitset type dwelling of a familiar cheaper design look. No second hand building materials (excluding recycled bricks) are to be used in the construction of any dwelling or outbuilding unless prior written approval from the Transferor is obtained.
- (vi) Any outbuilding other than buildings of a style and quality similar to the dwelling erected on that servient lot;
- (vii) Any dwelling, building, mast, aerial, tree, shrub or other plant higher than 5.5m above the average ground level of the servient lot.

If any such tree, shrub or other plant shall exceed this height and they are thereby obstructing the views of the proprietor of any servient lot in the subdivision then a suitable qualified arborist will trim the said tree, shrub or plant so that it complies with this restriction.

- (viii) Any boundary fence or fence within the servient lot built of galvanized iron, polite, cement board panels or any live hedge exceeding two metres in height;
- (ix) Any fence within the front yard or boundary fence in front of dwellings within 3m from the road line exceeding 1.2m in height.
- (x) Any garage outbuilding or fence except in permanent materials to be agreed by the Transferor.
- (xi) Any garden shed, clothesline or letterbox except such as may be aesthetically sensitive in terms of design and location, siting any garden shed or clothesline in such a way as to not be highly visible from the street.

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

23-5-03

Page

6

of

15

pages

(Continue in additional Annexure Schedule, if required.)

3. live on site in temporary accommodation while constructing the principal dwelling.
4. construct any road or right of way on any part of the servient lot, which provides access to any other adjoining land without the prior approval of the Transferor.
5. permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath or in front of the building line of the dwelling on the servient lot.
6. display on the servient lot any advertisement, sign or hoarding of a commercial nature with lighting or more than one such advertisement, sign or hoarding measuring in excess of 900mm x 600mm. In the event that any such advertisement sign or hoarding is in excess of 900 x 600mm this should first be approved in writing by the Transferor and comply with any Local Authority ordinances.
7. carry out landscaping on the road frontage of the Local authority owned land except in accordance with the general overall landscaping of the road reserve by the Transferor, or without prior written approval by the Transferor.
8. 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.
9. 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 Pit Bull Terrier, Rottweiler or Doberman Pinscher breeds
10. use or permit the use of any servient lot for institutional residential purposes. For the purposes of this clause "institutional residential purposes" shall include (but not be limited to) the use of the servient lot for housing purposes by central or local government agencies or public or private health sector agencies.
11. 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 use of the land directly or indirectly through the Transferee's action or those of the Transferee's agent or invitees.

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

23-5-03

Page

7

of

15

pages

(Continue in additional Annexure Schedule, if required.)

12. object to the continuing day to day running of any business or businesses situated on that part of Lot 58 Deposited Plan 315473 and that part of the adjoining Certificate of Title 60875 which is between the Gladstone Road boundary of the said Lot 58 and Certificate of Title 60875 and a parallel line 60.09 metres from that said boundary with Gladstone Road. The Transferee shall not make any submission to any Local or Regulatory Authority in respect of such business/businesses and or Land Use activities PROVIDED such business operators do not exceed the terms of their Resource Consents and/or Council bylaws, rules or regulations.

The Transferee covenants to maintain the servient lot to an acceptable standard (in the Transferors 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 commencement of the erection of such dwelling, building, or other structure. All drives and pathways visible to the public shall be fully constructed in a permanent dust free surface such as concrete, decorative stones, cobblestone interlocking paving and/or bitumen sealing. Such work will be completed in a proper tradesman-like manner within 18 months of the commencement of the construction of the dwelling.

In the event that the Transferee is in breach of any of these conditions he 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 to ensure compliance plus 50% shall be borne by the Transferee.

That the Transferor will not be liable because of any action they take or fail to take in respect of these restrictions or otherwise and the registered proprietor for the time being of the servient and dominant Lots shall indemnify and keep indemnified the said Transferor 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 Lots 29 - 52 (inclusive) Deposited Plan 322067 which have been transferred by the Transferor to another registered proprietor.

The registered proprietor acknowledges that the above restrictions shall last for 21 years from the 1st May 2002.

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

23-5-03

Page

8

of

15

pages

(Continue in additional Annexure Schedule, if required.)

SCHEDULE C

Certificates of Title

"the Servient Lots"

88052	Lot 29
88053	Lot 30
88054	Lot 32
88055	Lot 32
88056	Lot 33
88057	Lot 34
88058	Lot 35
88059	Lot 36
88060	Lot 37
88061	Lot 38
88062	Lot 39
88063	Lot 40
88064	Lot 41
88065	Lot 42
88066	Lot 43
88067	Lot 44
88068	Lot 45
88069	Lot 46
88070	Lot 47
88071	Lot 48
88072	Lot 49
88073	Lot 50
88074	Lot 51
88075	Lot 52

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.

Annexure Schedule

Insert type of instrument

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

Transfer

Dated

23-5-03

Page

9

of

15

pages

(Continue in additional Annexure Schedule, if required.)

NDH & JLS
Rf Phf

Signature or common seal of Dominant
Tenement

Signed in my presence by the Dominant

Tenement Signature of Witness

P S Colman

Witness to complete in BLOCK letters

(Unless typewritten or legibly stamped)

Witness Name

Occupation

Address

P. S. COLTMAN
Legal Executive
Fletcher Vautier Moore
Solicitors
Richmond

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]

Annexure Schedule

Insert type of instrument

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

Transfer

Dated

~~23~~ ²⁴ *May* 2003

Page

10 of *15* pages

(Continue in additional Annexure Schedule, if required.)

W.M. Slade
WASlade

Signature or common seal of Dominant
Tenement

Signed in my presence by the Dominant
Tenement Signature of Witness

[Signature]
Witness to complete in BLOCK letters
(Unless typewritten or legibly stamped)

Witness Name *Lois Gibson*

Occupation *Director*

Address *104a Ellis Str*
Brightwater,
Nelson.

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

23-5-03

Page

11

of

15

pages

(Continue in additional Annexure Schedule, if required.)

R Brown

R Brown

Signature or common seal of Dominant
Tenement

Signed in my presence by the Dominant
Tenement Signature of Witness

R Smith

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

Witness Name Rachel SMITH

Occupation NURSE

Address 35A ARROW ST
WAKEFIELD

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.

R B

R S

Annexure Schedule

Insert type of instrument

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

Transfer

Dated

23-5-03

Page

12

of

15

pages

(Continue in additional Annexure Schedule, if required.)

Signed in my presence by the Dominant
Tenement Signature of Witness



Witness to complete in BLOCK letters

(Unless typewritten or legibly stamped)

Witness Name

Philip Wayne Hay

Occupation

Builder

Address

3 STANHOPE ROSE
RICHMOND.

Signature or common seal of Dominant
Tenement

M. Hay

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

23-5-03

Page

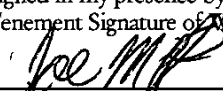
13

of

15

pages

(Continue in additional Annexure Schedule, if required.)

	Signed in my presence by the Dominant Tenement Signature of Witness 
	Witness to complete in BLOCK letters (Unless typewritten or legibly stamped)
Signature or common seal of Dominant Tenement	Witness Name JOSEPH MCKNIGHT
	Occupation Forklift Driver
	Address Pretty Bridge valley (Belgrave) Wakefield

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

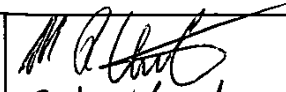
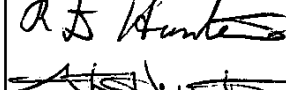
Dated

23-5-03

Page

14 of 15 pages

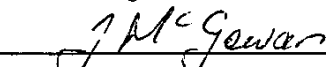
(Continue in additional Annexure Schedule, if required.)


M. A. Hunt

R. S. Hunter

J. McGowan

Signature or common seal of Dominant
Tenement

Signed in my presence by the Dominant
Tenement Signature of Witness



Witness to complete in BLOCK letters

(Unless typewritten or legibly stamped)

Witness Name

JOAN MCGOWAN

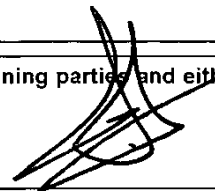
Occupation

MANAGER

Address

30 VIEW MOUNT
NELSON

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

23-5-03

Page

15

of

15

pages

(Continue in additional Annexure Schedule, if required.)

George
LM Savage

Signature or common seal of Dominant
Tenement

Signed in my presence by the Dominant
Tenement
Signature of Witness

[Signature]

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

Witness Name

Pam Colee

Occupation

Law Clerk

Address

Nelson

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.

US

[Signature]

[Signature]