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TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER Land Transfer Act 1952

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

and Registration District	
Nelson	
ertificate of Title No. All or Part?	Area and legal description — Insert only when part or Stratum, CT
	See Schedule C
ransferor Surnames must be underli	ned
GRAEME RAINSFORD <u>D</u>	ICK and IAN GOURDIE
ransferee Surnames must be underl	ined
GRAEME RAINSFORD <u>D</u>	ICK 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 (shall be bound by a fen- in favour of the Transf	Covenant (continued on Page 2 Annexure Schedule) and the Transferee cing covenant as defined in Section 2 of the Fencing Act 1978 eror
Consideration	
\$0.10 (Ten Cents)	
Operative Clause	
For the above consideration (recei transferor's estate and interest in granted or created.	pt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the the land in the above Certificate(s) of Title and if an easement is described above such is
Dated this 2 day of 0	19 2002
Attestation	
Man Gonder	Signed it my presence by the Transferor and Transferee Signature of Witness Witness to complete in BLOCK letters (unless type written or legibly stamped)
jh flich	Witness name Occupation Address Alain Swair Legal Executive Knapps Lawyers Richmond
Signature, or common seal of Transferor	
Certified correct for the purposes of Certified that Part IIA of the Land Settlement Promotic Certified that no conveyance duty is payable by virtue (DELETE INAPPLICABLE CERTIFICATE)	f the Land Transfer Act 1952 on and Land Acquisition Act 1952 does not apply. of Section 24(1) of the Stamp and Cheque Duties Act 1971.

Solicitor for the Transferee

Annexure Schedule

Insert	below

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

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

Witness to complete in BLOCK letters
(Unless typewritten or legibly stamped
Witness Name PHILIP WAYNG HAY
Occupation BUILDER
Address 3 STANHOFE 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.

Annexure Schedule

Insert below

Dr.#

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

	1		
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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

JENNIFER PENNY Legal exectie Nelsa.

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.

Annexure Schedule

1	Line Late
msen	below

Insert below "Mortgage", "Transfer", "Lease" etc		, , , , ,	95/5003E
The SL Dated	29-11-02	\	ADLS.
The Dominant Lot Owner Signature or common seal of Transferor	Signed in my presence by the D Owner Signature of Witness Witness to complete in BLOC (Unless typewritten or legibly st	Oominant Lot CK letters tamped loderick Smith	
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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.

Auckland District Law Society

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Annexure Schedule

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

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	L				Y	i ages

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 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"
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
	L0t 36

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

SCHEDULE B

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

· · - 4 · ·

Dated 29-11-02

Page 3 of 6

Pages

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.

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Annexure Schedule

insert below		
"Mortgage",	"Transfer".	"Lease" etc

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

- 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;
- Any fence within the front yard or boundary fence in front of dwellings within (ix) 3m from the road line exceeding 1.2m in height.
- Any garage outbuilding or fence except in permanent materials to be agreed by (x) the Transferor.
- Any garden shed, clothesline or letterbox except such as may be aesthetically (xi) 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.
- live on site in temporary accommodation while constructing the principal dwelling. 3.
- construct any road or right of way on any part of the servient lot, which provides access 4. to any other adjoining land without the prior approval of the Transferor.
- permit recreational or commercial vehicles or trailers to be regularly located on the 5. street or footpath or in front of the building line of the dwelling on the servient lot.
- display on the servient lot any advertisement, sign or hoarding of a commercial nature 6. 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.
- carry out landscaping on the road frontage of the Local authority owned land except in 7. 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.

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

Annexure Schedule

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

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Dated 29

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.
- 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
- 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.
- 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 Page

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	
00074	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.

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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

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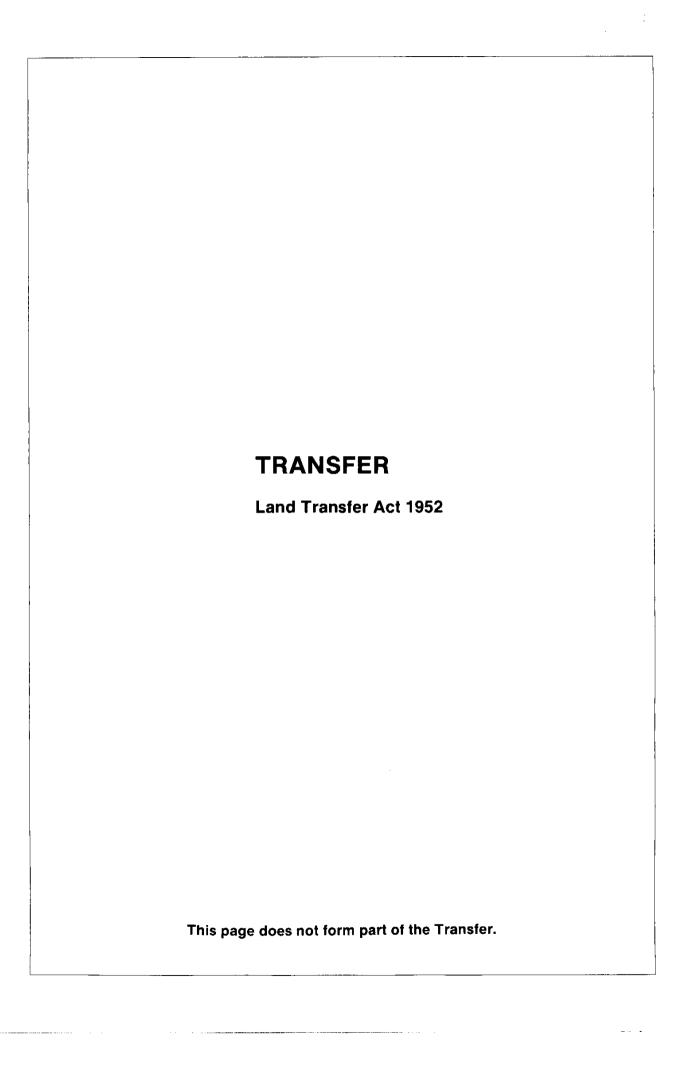
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ļ	Land Registration District	
	Nelson	

See Schedule C 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 TRANSFERE 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 AdM day of My 2002				
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) Departive Clause For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFERE all the transferor's astate 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 Date day of Light 2002 Attestation Signed in my presence by the Transferor and Transferee Signature Only typess Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Diane Marshall Legal Executive Knapps Lawyers Address Nelson	Certificate of Title No.	All or Part? Area and legal de	escription — Insert only wh	en part or Stratum, CT
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GRAEME RAINSFORD DICK and IAN GOURDIE 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) Departive Clause For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFERE 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 Dick day of 2002 Attestation Signed in my presence by the Transferor and Transferee Signature of Pictopess (unless typewrithen or legibly stamped) Witness to complete in BLOCK letters (unless typewrithen or legibly stamped) Witness name Diane Marshall Legal Executive Knapps Lawyers Address Nelson				
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So.10 (Ten Cents) Departive Clause For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE 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 John day of July 2002 Attestation Signed in my presence by the Transferor and Transferee Signature of Witness United Stapped) Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Diane Marshall Legal Executive Knapps Lawyers Address Nelson	Estate or Interest or Ease	ement to be created: Insert e.g. F	ee simple; Leasehold in Le	ase No; Right of way etc.
\$0.10 (Ten Cents) Departive Clause For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE 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 John day of July 2002 Attestation Signed in my presence by the Transferor and Transferce Signature of Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Diane Marshall Legal Executive Knapps Lawyers Address Nelson	Fee Simple subjec	et to Land Covenant (continu	ed on Page 2 Annexure	Schedule)
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE 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	Consideration			
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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 Legal Executive Knapps Lawyers Address Nelson	transferor's estate and	d interest described above in the la		
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 Legal Executive Knapps Lawyers Address Nelson		day of July	2002	
Signature of Witness Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Diane Marshall Legal Executive Knapps Lawyers Address Nelson	Attestation	Sidiam-		
Occupation Legal Executive Knapps Lawyers Address Nelson	It her	Signed in my prese		1 Transferee
Occupation Legal Executive Knapps Lawyers Address Nelson		Witness to complet (unless typewritten	or legibly stamped)	
Address Nelson	Sun Your		Legal Executive	
Signature, or common seal of Transferor Rec				
	Signature, or common seal	of Transferor ee	<u> </u>	

Certified correct for the purposes of the Land Transfer Act 1952
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee



Annexure Schedule

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

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27-7-02	Page 7 of 7 Pages

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

Dated

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 <u>AND WHEREAS</u> 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") <u>TO THE INTENT</u> 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"
38190	Lot I
38191	Lot 2
38192	Lot 3
38193	Lot 4
38194	Lot 5
38195	Lot 6
38196	Lot 7
38197	Lot 8
38198	Lot 9
38199	Lot 10
38200	Lot 11
38201	Lot 12
38202	Lot 13
38203	Lot 27
38204	Lot 28
38205	Lot 53
38206	Lot 54
38207	Lot 55

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Annexure Schedule

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SCHEDULE B

Land Covenants

The Transferee will not:-

- 1 Subdivide any of the servient lots on the plan of subdivision.
 - 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).

- A dwelling building or other structure with roof cladding of corrugated iron whether unpainted or painted (iv) 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.

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Annexure Schedule

Insert below

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"Mortgage", "Transfer", "Lease" et		*
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
- (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;
- Any fence within the front yard or boundary fence in front of dwellings within 3m from the road line (ix) 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.
- permit recreational or commercial vehicles or trailers to be regularly located on the street or footpath or in front of 5. 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

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Pages

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Transfer	Dated 22-7-02	Page 5 of 7

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
- 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 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 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.

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Annexure Schedule

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

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Transfer	Dated ススープージス	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"	
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38191	2.	İ
38192	3.	
38193	4.	
38194	5	
38195	6	
38196	7	
38197	8	
38198	9	
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38200	11	
38201	12 (continued on page 7 annexure sc	hedule)

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Annexure Schedule

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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.

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TRANSFER

Land Transfer Act 1952



Law Firm Acting

KNAPPS LAWYERS RICHMOND

Auckland District Law Society REF: 4130 /2

Transfer instrument

Section 90, Land Transfer Act 1952

		T 5670126.2 Transfer
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Unique identifier(s) or C/T(s)	All/part	Area/description of part or stratum
88061	All	, would be put of stratum
Transferor		Surname(s) must be <u>underlined</u> .
Harley Enterprise	es Limited	
Transferee		Surname(s) must be <u>underlined</u> .
Shorewood Hom	es Limited	
State if fencing cove Fee Simple and t	nant imposed. <mark>he transferee sha</mark>	r easement(s) or profit(s) à prendre to be created
Fencing Act 1978	3 in favour of the t	ransferor
Operative clause		
certificate(s) of title	transfers to the e or computer regis à prendre is granted	Transferee the above estate or interest in the land in the above ster(s) and, if an easement or <i>profit à prendre</i> is described above, that d or created.
Dated this 🙏	Th day of	20 03
77	-	July 20
Attestation (If the Schedule).	transferee or grant	tee is to execute this transfer, include the attestation in an Annexur
Signed by Harley by two of its Dire	Enterprises Limit	Signed in my presence by the Transferor
100	Direc	ctor Signature of witness
B. Own	Direc	ctor Witness to complete in BLOCK letters (unless legibly printed)
•		Witness name
Signature [comme	on seall of	Occupation
Transferor	on scall of	Address
Certified correct for	the purposes of the	Land Transfer Act 1952.
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		- whaten
		[Solicitor for] the Transferee

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TRANSFER Land Transfer Act 1952

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T 5609849.9 Transfer
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Solicitor for the Transferee

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	The state of the s
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 u	underlined
GRAEME RAINSFOR	D DICK and IAN GOURDIE
Transferee Surnames must be	underlined
GRAEME RAINSFOR	D <u>DICK</u> and IAN <u>GOURDIE</u>
Estate or Interest or Easement	o be created: Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.
1 2	nd Covenant (continued on Page 2 Annexure Schedule) and the Transferee shall be ant as defined in Section 2 of the Fencing Act 1978 in favour of the Transferor
Consideration	
\$0.10 (Ten Cents)	
Operative Clause	
	receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEREE all the ist in the land in the above Certificate(s) of Title and if an easement is described above such is
Dated this 23rd day	of May 2003
Attestation	
jn Deil	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 Legal Executive Address Nelson
Signature, or common seal of Trans	elegror 14013011

Certified correct for the purposes of the Land Transfer Act 1952

REF: 4130

TRANSFER

Land Transfer Act 1952

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tgage", "Transfer", "Leas	e" etc		
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An You	Witness	to complete in BLOCK	letters
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	Occupati	on Surve	уог
Signature or common seal of Tran	sferee Address	32A Stans Nels	
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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.

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REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule

	Insert type of instrument	
١	"Mortgage", "Transfer", "Lease" e	tc

Transfer Dated 23	-5-03 Page	3 of [/5] pages
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(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 <u>AND WHEREAS</u> 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") <u>TO THE INTENT</u> 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

C	ertificates 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
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If this Annexure Schedule is used as an expansion of an instrument, all signing or solicitors must sign or initial in this box.

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REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

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Annexure Schedule

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(Continue in additional Annexure Schedule, if required.)

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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

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Annexure Schedule

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(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.

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- 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
- 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.

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REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

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Annexure Schedule

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SCHEDULE C Certificates of Title "the Servient Lots" 88052	Page 8 of 15 pages
Pertificates of Title	dditional Annexure Schedule, if required.)
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If this Annexure Schedule is used as an expansion of an instrument, all sig or solicitors must sign or initial in this box.	signing parties and either their witnesses

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule

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	Occupation Director
Signature or common seal of Domin Tenement	1 7 2003 310
	Brightwater, Nelson.
	Nelson.

REF: 7025 - AUCKLAND DISTRICT LAW SOCIETY

Annexure Schedule

Insert type of instrument "Mortgage", "Transfer", "Lease" etc Page // of /5 pages Dated (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 Rachel Smith Witness Name NURSE Occupation 35A ARROW ST Signature or common seal of Dominant Tenement NAKEFIELD If this Annexure Schedule is used as an expansion of an instrument, all signing parties and of their witnesses

or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2002/5032 Annexure Schedule

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

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Transfer	Dated 23-5-03	Page /2 of /5 pages
	(Continue in additional Ann	exure Schedule, if required.)
M. Hay 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 Puller Waynes Occupation Strander Research Richmond,	• ,
		N
If this Annexure Schedule is used as an ex or solicitors must sign or initial in this box	spansion of an instrument, all signing parties	s indeither their witnesses

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

"Moπgage", "Transfer", "Lease" etc	
Transfer	Dated $23-5-03$ Page 3 pages
	(Continue in additional Annexure Schedule, if required.)
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 Occupation Fork I. H. Driver Address Pretty Bridge Valley (Belgove) Wake feeld
	<u> </u>
If this Annexure Schedule is used as an or solicitors must sign or initial in this b	expansion of an instrument, all signing parties and either their witnesses ox.

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Annexure Schedule

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

Transfer	Dated 23-5-03 Page 14 of 15 page
	(Continue in additional Annexure Schedule, if required
Male	Signed in my presence by the Dominant
and the state of t	Tenement Signature of Witness Source Tenement Signature of Witness
Of Auntes	
Holinets	Witness to complete in BLOCK letters (Unless typewritten or legibly stamped
	Witness Name JOAN MC GOWAN
	Occupation HANAGER Address 30 VIEW HOUNT
Signature or common seal of Domin	nant Address 30 UIEW HOUNT
Tenement	NELSON
	·
nis Annexure Schedule is used	d as an expansion of an instrument, all signing parties and either their witnesses

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νιοπgage", "Transfer", "Lease	e" etc	An An	L.S.
Transfer	Dated	23-5-03 Page 15 of 16	page
		(Continue in additional Annexure Schedule, if re	equire
	1		
	Signed in my preser Tenement	ce by the Dominant	
Kung	Signature of Witnes		
Euge LMSavage			
LINDANAGE	Witness to complet (Unless typewritten	e in BLOCK letters	
V	Witness Name		
	Occupation	Pam Colee. Law Clerk Nelson.	
Signature or common seal of Dominant	Address	Nale of	
Tenement	<u> </u>		
		N A	
41. Amazana Calada I			
this Annexure Schedule is used solicitors must sign or initial in	i as an expansion of an in: n this box.	strument, all signing parties and either their witn	iesse:
		// (X	

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