

**TRANSFER  
Land Transfer Act 1952**

T 5137613.2 TRANSFER  
CPV-01/01.PGS-003.16/01/02.10:51



DocID: 210454320

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***

15197	ALL	
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**Transferor Surnames must be underlined**

(NELSON)  
**EVERBRIGHT REALTY LIMITED**

**Transferee Surnames must be underlined**

**DAVID HENRY TAYLOR and SHIRLEY ANNE TAYLOR**

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

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

**Consideration**

\$145,000.00

**Operative Clause**

The TRANSFEROR for the above consideration (receipt of which is acknowledged) 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 11<sup>th</sup> day of December 20 01

**Attestation**

<p>EVERBRIGHT REALTY <u>(NELSON) LIMITED</u> <del>LIMITED</del> Directors by its Attorney Lydia Raewyn Heyward</p> <p><u>Lydia Raewyn Heyward</u> Signature or common seal of Transferor</p>	<p>Signed in my presence by the Transferor Signature of Witness <u>Angela Ryder</u></p> <p><b>Witness to complete in BLOCK letters</b> <i>(unless typewritten or legibly stamped)</i></p> <p>Witness name     <b>Angela Ryder</b> Occupation       <b>Legal Assistant</b> Address            <b>Richmond</b></p>
--	--

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

Angela Ryder

Solicitor for the Transferee

Approved by Registrar-General of Land under No. 1996/1008

# **TRANSFER**

## **Land Transfer Act 1952**

**This page is for Land Registry Office Use Only.**

Annexure Schedule



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

Transfer

Dated 11/12/2001

Page 1 of 1 Pages

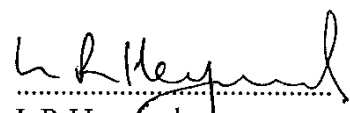
CERTIFICATE OF NON-REVOCATION OF  
POWER OF ATTORNEY

I, LYDIA RAEWYN HEYWARD of Richmond in New Zealand, Salesperson,  
hereby certify:

1 That by deed dated 2 March 1998, EVERBRIGHT REALTY (NELSON)  
LIMITED, a duly incorporated company having its registered office at Christchurch  
in New Zealand, appointed me its attorney on the terms and subject to the  
conditions set out in the said deed, which was deposited in the Land Registry Office  
at Nelson as Number 380420.1.

2 That at the date hereof I have not received any notice or information of the  
revocation of that appointment.

SIGNED at Richmond this 11<sup>th</sup> day of December 2001

  
L R Heyward

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

*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*

<b>KA</b>	<b>1284</b>	<b>AH</b>	See Schedule <b>X C</b>
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T 5120353.15 TRANSFER  
CPY-01/01.PGS-005.06/12/01.15:43



Transferor *Sumames must be underlined or in CAPITALS*

**EVERBRIGHT REALTY (NELSON) LIMITED**

Transferee *Sumames must be underlined or in CAPITALS*

**EVERBRIGHT REALTY (NELSON) LIMITED**

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 Annexure Schedule)**

Consideration

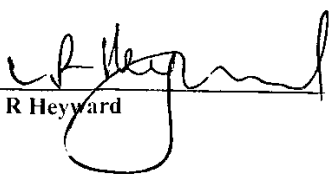
**\$0.10 cents**

Operative Clause

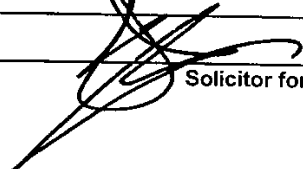
For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 15th day of November 2001

Attestation

 L R Heyward Signature, or common seal of Transferor	Signed in my presence by the Transferor <b>EVERBRIGHT REALTY (NELSON) LIMITED</b> by its Attorney Lydia Raewyn Heyward Signature of Witness  Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name <b>Alain Swain</b> Occupation <b>Legal Executive</b> Address <b>Knapps Lawyers</b> <b>Richmond</b>
---	--

**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

TRANSFER

Dated

15-11-01

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of

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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 1A/1284 subdivided the land into residential lots in the manner shown and defined in DP 303808 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 hereto 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 DO TH HEREBY COVENANT AND AGREE in the manner set out in Schedule B hereto 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 15194 to 15218 inclusive and 15220 (Lots 1-25 and 29) - "the Dominant Lots"

SCHEDULE B

Land Covenants

- 1 The registered proprietor shall not erect or permit to be erected upon the subject land:
  - (a) any dwelling with an internal floor area of less than 120m<sup>2</sup> excluding any garaging or outbuildings;
  - (b) any dwelling that exceeds a height of one storey notwithstanding the height restrictions in 3(a) except for Lots 15, 18, 21 and 25;
  - (c) no more than one household unit and associated outbuildings;
  - (d) any dwelling or building with a mezzanine floor;
  - (e) any dwelling or building with an attic or dormer area being utilised for living or sleeping (storage permitted);
  - (f) any pre-used dwelling;
  - (g) any transported or kitset dwelling;
  - (h) any A-Frame structures;
  - (i) any dwelling outbuilding structure or fence constructed of pre-used materials (excluding bricks);
  - (j) any boundary fence exceeding a height of 1.5m<sup>1</sup>
  - (k) any dwelling building or structure with an external wall cladding of hardiplank or metal cladding or other cladding of similar composition or construction;
  - (l) any building, dwelling or structure of a radically unconventional design;
  - (m) any building dwelling or structure that is not of recessive colours to the intent that any such colours shall blend harmoniously with the natural features and environment of the area and in particular roofing shall be of dark colouring to minimise glare;
  - (n) any outbuildings other than such as are tidy, neat and designed and built to a high standard commensurate with the general standards of the subdivision;
  - (o) any building or structure to be erected on the Lot under a building consent that permits temporary occupation of such building or structure nor shall the purchaser permit any caravan or vehicle to be kept on the Lot for temporary or permanent occupation;
  - (p) any hobby glasshouse or tunnel house of such a design and construction and of materials that shall cause glare or nuisance to other lot owners with such structures to be located or screened to prevent such potential;
  - (q) any building with an exposed pole construction or basement area to the intent that all basements shall be fully enclosed;
  - (r) any building that exterior is not completed within 12 months of the commencement of construction.
2. The registered proprietor shall not permit the following activities to be carried out on the subject land:

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.

L RH

[Signature]

**Annexure Schedule**



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

**Transfer**

Dated **15-11-01**

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- (a) The raising of the natural ground level of the lot by any means artificial or otherwise;
- (b) the on-site accommodation of heavy vehicles and/or commercial passenger vehicles;
- (c) the subdivision of the property provided however boundary adjustments that do not increase the number of separate titles shall be acceptable;
- (d) the grounds to become littered, overgrown or unsightly to the intent that the grounds shall be maintained and landscaped in a tidy manner.

3. The following height restrictions shall apply:

- (a) No building, structure, tree or vegetation on the below listed servient lots shall be permitted to exceed a height of 6 metres above the highest point of the natural ground level on the respective servient Lots. The registered proprietor's attention is drawn to Paragraph 2(a) above.

Servient Lots	Dominant Lots
4	5, 8-10, 29
5	9, 10-14, 29
6	1-3, 7-11, 29
7	1-3, 8-11, 29
8	9-11, 29
9	10-11, 29
10	9,13,14,16,17, 29
13	12,15,16,17, 29
14	12,13,15-17, 29
15	18, 29
16	15,17,18,19,20, 29
17	15,16,18-20, 29
19	18,20,21,22, 29
20	18,19,21-23, 29
22	21,23-25, 29
23	21,22,24,25, 29
24	25, 29
25	21, 29

For the purposes of the restrictions on Lots 9 and 10 in favour of Lot 11 the restriction in terms of the LINZ Datum are 46.89 metres and 47.40 metres respectively.

- 4 No building or structure other than a fence of not more than 1.5 metres in height shall, without the consent of the owner of Lot 11, be erected on Lot 9 within 5 metres of the common boundary (parallel to Hill Street) between Lot 9 and Lot 11 and on Lot 10 within 5 metres of the common boundary (at right angles to Hill Street) between Lots 10 and 11. For the sake of clarity it is noted that this restriction does not apply to the driveway boundaries between the respective Lots.
- 5 The registered proprietor shall not (unless permitted by the proviso to this clause) use nor permit the use of the property for other than private residential purposes to the intent that such property shall not be used for institutional residential purposes or as a hostel, lodge or boarding house. For the purposes of this clause "institutional residential purposes" shall include the use of the property for housing purposes by central or local government agencies or public or private health sector agencies or contractors. This clause however shall not prevent the property being used for home based employment by the occupier provided such use has been consented to by Council.
- 6 The registered proprietor acknowledges that the above restrictions shall last forever.

**SCHEDULE C**

Certificates of Title 15197 to 15204 and 15206 to 15218 inclusive ~~and 15220~~ (Lots 4-11 and 13-25 and 29) - "the Servient Lots"

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*WHL*

*[Signature]*

Annexure Schedule



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

Transfer

Dated 15-11-01

Page 4 of 4 Pages

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, LYDIA RAEWYN HEYWARD of Richmond in New Zealand, Salesperson, hereby certify:

- 1 That by deed dated 2 March 1998, EVERBRIGHT REALTY (NELSON) LIMITED, a duly incorporated company having its registered office at Christchurch in New Zealand, appointed me its attorney on the terms and subject to the conditions set out in the said deed, which was deposited in the Land Registry Office at Nelson as Number 380420.1.
2 That at the date hereof I have not received any notice or information of the revocation of that appointment.

SIGNED at Richmond this 15th day of November 2001

Handwritten signature of L R Heyward

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

Handwritten initials and signature

Approved by Registrar-General  
of Land under No. 1995/1004EF

# TRANSFER

Land Transfer Act 1952



Law Firm Acting
<b>KNAPPS LAWYERS RICHMOND</b>

Auckland District Law Society  
REF: 4135 /4

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