



View Instrument Details

Instrument Type	Transfer
Instrument No	10889080.1
Status	Registered
Date & Time Lodged	12 September 2017 11:57
Lodged By	GiblotDucray, Michael Peter

Affected Computer Registers	Land District
532560	Nelson

Transferors

Ivo Kratzsch

Transferees

Taylor James Ryan

Clauses, Conditions or Intent

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

Transferor Certifications

I certify that I have the authority to act for the Transferor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Clare Frances North as Transferor Representative on 28/08/2017 02:39 PM

Transferee Certifications

I certify that I have the authority to act for the Transferee and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Michael Peter GiblotDucray as Transferee Representative on 11/09/2017 09:04 AM

*** End of Report ***

324044.2 COV

**DEED OF RESTRICTIVE COVENANT INCORPORATING
A BUILDING RESTRICTION**

THIS DEED made this 27th day of December 1992.

BETWEEN **MARCUS RYAN** of Nelson, Builder together with his successors and assigns (hereinafter called "the Encumbrancer")

AND **AGNES SHIRLEY LILLIAN RYAN** of Nelson, Tour Operator and **COLE RYAN** of Nelson, Engineer together with their successors and assigns (hereinafter called "the Adjoining Owners")

WHEREAS

- A. The Encumbrancer is registered as proprietor of the land described in Land Schedule A (hereinafter called "the Land")
- B. The Adjoining Owners are the registered proprietors of the land described in Land Schedule B (hereinafter called "the Adjoining Land")
- C. The Encumbrancer has agreed to enter this Deed for himself and his successor in title in the land for the benefit of the Adjoining Owners and their successors in title in the Adjoining Land.

NOW THEREFORE THIS DEED WITNESSES as follows:

1. The Encumbrancer for himself and his successors in title agrees and covenants for the benefit of the Adjoining Owner and their successors in title in the Adjoining Land not to build or erect or permit to be built or erected or allow to grow any building, dwelling, fence, roof, aerial, obstruction, or other structure, tree, shrub, growth of whatsoever nature or kind, whether temporary or permanent and whether fixed to the ground or standing thereon by its own weight on the Land to a height which exceeds that of 110.39 metres above the Nelson City Council Datum level TO THE END AND INTENT that the said restrictive covenant shall run with the Land and be binding on subsequent registered proprietors accordingly AND that the benefit of the said restrictive covenant shall be forever appurtenant to the Adjoining Land.
2. NOTICE of the restrictive covenant herein contained shall be given to the District Land Registrar at Nelson for the purposes of registration thereof under the provisions of section 126 of the Property Law Act 1952 and section 137 of the Land Transfer Act 1952.
3. EACH party agrees to do all things necessary and obtain all necessary consents to permit the completion and registration of this Deed.

MORR *MJ*

LAND SCHEDULE A


An estate in fee simple in all that parcel of land containing 4038m² more or less being Lot 24 Deposited Plan 15719 being all the land comprised and described in Certificate of title Volume 10B Folio 160 (Nelson Land Registry) **SUBJECT TO:** Mortgage 319340.9

LAND SCHEDULE B

An estate in fee simple in all that parcel of land containing 795m² more or less being Lot 21 Deposited Plan 14749 being all the land comprised and described in Certificate of Title Volume 9B Folio 544 (Nelson Land Registry)

SIGNED by the said
MARCUS RYAN
as Encumbrancer
in the presence of:

) 
)
)
)


Solicitor
Nelson

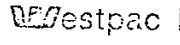
SIGNED by the said
AGNES SHIRLEY LILLIAN RYAN
and **COLE RYAN** as Adjoining Owners
in the presence of:


) ADP Ryan
) Cole Ryan by his
) attorney Agnes Shirley
) Lillian Ryan ADP Ryan

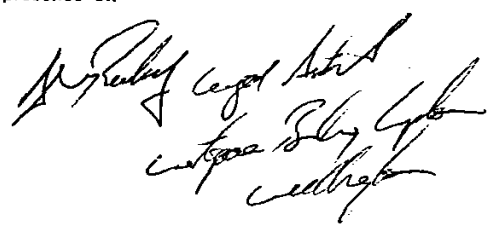

Solicitor
Nelson

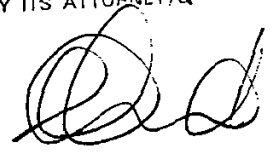
WESTPAC BANKING CORPORATION
being the Mortgagee under Mortgage
319340.9 hereby consents to the
registration of this Deed of Restrictive
Covenant

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)
)
)
)

Signed by
 Westpac Banking Corporation
By its Attorney, **GUY JORDAN HAYWARD**
in the presence of:

 Westpac Banking Corporation
BY ITS ATTORNEY/A





CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, AGNES SHIRLEY LILLIAN RYAN of Nelson in New Zealand, Tour Operator hereby certify:-

1. THAT by deed dated the 24th day of September 1991 COLE RYAN of Nelson in New Zealand, Engineer appointed me his attorney on the terms and subject to the conditions set out in the said deed, a copy of which deed was deposited in the Land Registry Office at Nelson as Number 313599.5.

2. THAT at the date hereof I have not received any notice or information of the revocation of that appointment by the death of the said COLE RYAN or otherwise.

SIGNED at Nelson this 21st day of December 1992

ASL Ryan
.....

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Guy Jordan HAYWARD
of Wellington in New Zealand, Bank Officer

HEREBY CERTIFY -

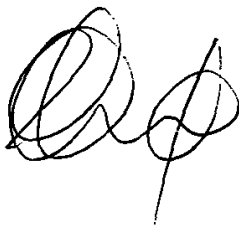
1. THAT by Deed dated the 20th July 1990 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered C.190265.2
BLENHEIM (Marlborough Registry) and there numbered 154321
CHRISTCHURCH (Canterbury Registry) and there numbered 897782
DUNEDIN (Otago Registry) and there numbered 763508/1
GISBORNE (Poverty Bay Registry) and there numbered G.180796.1
HAMILTON (South Auckland Registry) and there numbered H.979266
HOKITIKA (Westland Registry) and there numbered 086662.1
INVERCARGILL (Southland Registry) and there numbered 179414.2
NAPIER (Hawkes Bay Registry) and there numbered 535231.1
NELSON (Nelson Registry) and there numbered 301615.1
NEW PLYMOUTH (Taranaki Registry) and there numbered 374742.1
WELLINGTON (Wellington Registry) and there numbered B.102391

WESTPAC BANKING CORPORATION duly incorporated in the State of New South Wales of Commonwealth of Australia and having its principal place of business in New Zealand at 318-324 Lambton Quay Wellington and carrying on the business of banking appointed me its Attorney on the terms and subject to the conditions set out in the said Deed.

2. THAT at the date hereof I was Manager Legal of the said Bank.
3. THAT at the date hereof we have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said WESTPAC BANKING CORPORATION or otherwise.

SIGNED at Wellington)
this 21st day of)
December 19 92)



DATED day of 1992

BETWEEN MARCUS RYAN

Encumbrancer

A N D

AGNES SHIRLEY
LILLIAN RYAN and COLE
RYAN

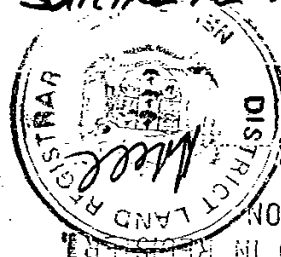
Adjoining Owners

DEED OF RESTRICTIVE COVENANT
INCORPORATING BUILDING RESTRICTION

*Correct for the purposes of the
Land Transfer Act*



Solicitor for the Parties.



ASST LAND REGISTRAR
LAND REGISTRY, NELSON
PARTICULARS ENTERED IN REGISTER



10.50 20.JAN.93 324044.2