

HO 44242.2

Approved by The District Land Registrar, South Auckland, 306637/1965

New Zealand.

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Memorandum of Transfer

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WHEREAS GIBSON FRANK BULL of Coromandel, Farmer (hereinafter called "the Transferor")

being registered as the proprietor of an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten

or endorsed hereon, in the piece of land situated in the Land Registration District of South Auckland containing ONE THOUSAND EIGHT HUNDRED AND THIRTY-SIX SQUARE METRES (1,836m²) more or less being Lot 23 on Deposited Plan S.17072 being part Section 1 Block IX of the Coromandel Survey District and being all of the land comprised and described in Certificate of Title Volume 15C Folio 1116 (South Auckland Registry) (hereinafter called "the first described land") AND WHEREAS the Transferor when the registered proprietor of all the land on and contained in four certain plans deposited in the Land Registry Office at Hamilton under Numbers S17071 to S17074 (both inclusive) subdivided that land into residential lots roads and recreation reserves in the manner shown and defined on those plans for the purposes of the sale of the said land in residential lots as a building estate AND WHEREAS it is the intention of the Transferor that all residential lots contained in the said Deposited Plans shall be subject to a general scheme applicable to and for the benefit of all the said residential lots and the owner or occupier for the time being of each of the said residential lots should be bound by the stipulations and restrictions set out in the Second Schedule hereto and that the respective owners and occupiers for the time being of any of the said residential lots may be able to enforce the observance of such stipulations and restrictions by the owners or occupiers for the time being of any of the other said residential lots in equity or otherwise howsoever AND WHEREAS by agreement in writing bearing date the 12th day of June, 1974 the Transferor agreed to sell the first described land to DENNIS KING of Hamilton, Photographer and HEATHER KING his wife (hereinafter called "the transferee") for the consideration hereinafter appearing and the Transferee agreed to purchase the same and to enter into the covenants on the part of the Transferee hereinafter contained NOW THEREFORE in pursuance of the said recited agreement and in consideration of the sum of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) paid by the Transferee to the Transferor (the receipt whereof is hereby acknowledged) the Transferor DOTH HEREBY TRANSFER unto the Transferee all his estate and interest in the first described land AND in further pursuance of the said recited agreement the Transferee so as to bind the first described land and for the benefit of all the land described in the First Schedule hereunder written DOTH HEREBY COVENANT AND AGREE with the Transferor for the benefit of the land described in the First Schedule hereto not heretofore transferred by the Transferor and also separately with each and every one of the registered proprietors of and for the benefit of the land described in the First Schedule hereto and heretofore transferred to such proprietors by the Transferor that the Transferee will henceforth and at all times hereafter observe and perform all and singular hereto TO THE END AND INTENT that each of the said stipulations and restrictions shall ensure for the benefit of all the land described in the First Schedule hereto and every part thereof PROVIDED ALWAYS that the Transferee shall as regards the said stipulations and restrictions be liable only in respect of breaches thereof which shall occur while he shall be the registered proprietor of the first described land or any part thereof in respect of which any such breach shall occur AND THE TRANSFEROR HEREBY COVENANTS with the Transferee that he will at all times do all things necessary to ensure compliance with the aforesaid intention that all the said residential lots contained on the said plans shall be subject to a general scheme applicable to and for the benefit of all the said residential lots and in particular and without derogating from the generality of this covenant the Transferor will obtain from each and every one of the Transferees of any part or parts of the land contained in the First Schedule hereto the like covenants as are contained herein on the part of the Transferee AND in consideration thereof the Transferee HEREBY COVENANTS that he will at all times hereafter save harmless and keep indemnified the Transferor from all proceedings costs claims and demands in respect of breaches by the Transferee of the covenants and restrictions hereinbefore on his part contained or implied AND the Transferee further covenants that he will not call upon the Transferor to pay for or contribute towards the cost of erection or maintenance of any dividing or boundary fence between the first described land and any land adjoining thereto owned by the Transferor PROVIDED ALWAYS that this covenant shall not enure to the benefit of any subsequent owner or owners of such adjoining land.

IN CONSIDERATION of the sum of

paid to xxxxxxxxxxxxxxxxxx by x

IN WITNESS WHEREOF these presents have been executed this
hundred and seventy-five (1975).8th day of July

One thousand nine

G.E. Smith Deputy HQ

(the receipt of which sum is hereby acknowledged)

DO ~~HEREBY TRANSFER~~ to the said

all ~~estate and interest in the said piece of land~~

THE FIRST SCHEDULE

ALL THAT piece of land containing 15 acres 1 rood 4.5 perches more or less being Lots 1 to 22 inclusive and 24 to 33 inclusive being the residential lots on Deposited Plans S.17071 to S.17074 inclusive (South Auckland Registry)

THE SECOND SCHEDULE

- (a) NOT to use the first described land nor permit the same to be used for any trading or commercial purpose.
- (b) NOT to erect or allow to be erected on the first described land any building other than one family dwelling house or two attached family living units with (if required) a garage or two garages respectively or such other building as would normally be appurtenant to a family dwelling house.
- (c) ~~NOT to erect or place or allow to be erected or placed on the first described land either any~~ previously used buildings or any buildings of which the materials of construction shall have been previously used or of which the exterior wall sheathing is of flat asbestos cement or of corrugated iron.
- (d) NOT to erect or allow to be erected on the first described land a dwelling house having a floor area of less than 500 square feet exclusive of carport or garage or two attached family units having together a floor area of less than 1,000 square feet exclusive of carport or garage.
- (e) NOT to erect or allow to be erected on the first described land either a dwelling house of less than 800 square feet exclusive of carport or garage or two attached family living units of together less than 1600 square feet exclusive of carport or garage unless either the exterior design thereof shall have been specifically prepared for the Transferee by a Registered Architect and the Architect's certificate to that effect is available or unless the plans and specifications therefor are first submitted to the Architect of the Transferor and he gives his approval thereto as to the exterior design.

~~IN WITNESS WHEREOF~~

~~have hereunto subscribed~~

~~name~~

this

day of

~~One thousand nine hundred and~~

SIGNED by the abovenamed

as Transferor in the presence

of

- (f) NOT to so carry out work on any building on the first described land that the exterior finishing and painting thereof shall not have been completed within twelve calendar months from the date on which construction of such buildings shall have been commenced.
- (g) NOT to erect or place nor permit to be erected or placed on the first described land any caravan hut tent or shed to be used as a dwelling or temporary dwelling on the said land except that one caravan may be placed and occupied on the said land for any period or periods not exceeding in all eight weeks in any one year and except further that whilst any dwelling or family living units are being erected on the said land, he may erect or place and occupy a temporary building or caravan if it otherwise complies in all respects with the requirements of the local authority having jurisdiction.

by GFB

(h) NOT to cut down or destroy any native tree, native fern or native bush on the first described land except where there shall be available dwelling site without so doing or where it shall be necessary to do so in order to provide access to any dwelling on the said land.

by GFB

(i) NOT at any time to permit weeds grass and manuka on the first described land to be other than under proper control.

SIGNED by the said)
GIBSON FRANK BULL as)
Transferor in the presence)
of:-)

G F Bull

*Gibson
Bull*

SIGNED by DENNIS KING)
and HEATHER KING as)
Transferees in the)
presence of:-)

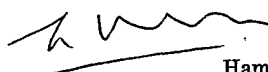
*DK
Heather K*

*KING
Heather*

NO.

Correct for the purposes of the Land Transfer Act.

TRANSFER of


Hamilton,
Solicitor for the Purchaser.

Transferor

Transferee

Particulars entered in the Register Book,

the day of 19
at o'clock.

Assistant Land Registrar of the District of South Auckland.

(2F) 101
\$5.00
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HASSAIL, O'NEILL, ALLEN & PARKER
Solicitors,
HAMILTON.

District Land Registry
Hamilton No. 1
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Minister
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