

H673393T

Under the Land Transfer Act 1952

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Memorandum of Transfer

ZEALAND STAMP DUTY TGA

WHEREAS IAN WALLACE LYSAGHT of Whakatane, Company Director (51 shares)
ADRIAN JUNE LYSAGHT his wife (40½ shares) and the said IAN WALLACE LYSAGHT
and ADRIAN JUNE LYSAGHT (as joint tenants in respect of 8½ shares) out of
a total of 100 shares as tenants in common in the said stated shares
being registered as proprietor
of an estate in fee simple

TRANSFER, MORTGAGE, LEASE,
ASSIGNMENT and AGREEMENT
stamped with duty of
\$105- on 8/4/80
\$ on / /
B. J. L. S.
Dist. Commissioner of Inland
Revenue

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten
or endorsed hereon in that piece of land situated in the Land District of South Auckland
containing SIX HUNDRED AND EIGHTY FOUR SQUARE METRES (684m²)

more or less being Lot 332 on Deposited Plan S. 28509 and being part
Allotment 28E1B2 Parish of Rangitaiki and being all of the land comprised
~~more or less~~ and described in Certificate of Title Volume 27B Folio 132
South Auckland Registry. (hereinafter called "the above described land")

AND WHEREAS the Transferors when registered as proprietors of all the
land contained in Deposited Plan Nos. 28509, 28511, 28510, 29252 and
29253 subdivided the land into residential lots, roads, accessways in the
manner shown and defined on the said Plans for the purposes of the sale
of such land in residential lots as a building estate

AND WHEREAS it is the Transferors intention that all residential lots
contained in the said Plans shall be subject to a general scheme applicable
to and for the benefit of the said residential lots and that the owner or
occupier for the time being of each of the residential lots should be
bound by the stipulations and restrictions set forth in the 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 observance of such
stipulations and restrictions by the owners or occupiers for the time being
of any of the said residential lots in equity or otherwise howsoever




AND WHEREAS by Agreement in writing dated 8th December 1979 the Transferors agreed to sell the above described land to OWEN ROBERT LEWIS of Kawerau, Electrical Supervisor and NGAIRE ELVA LEWIS his wife (hereinafter called "the Transferees") for the consideration hereinafter appearing and the Transferees agreed to purchase the same and to enter into the covenants on the part of the Transferees hereinafter contained

NOW THEREFORE IN PURSUANCE of the said Agreement and in consideration of the sum of TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00) paid by the Transferees to the Transferors (the receipt of which sum is hereby acknowledged) the Transferors DO HEREBY TRANSFER unto the Transferees all their estate and interest in the above described land

AND IN FURTHER PURSUANCE of the said Agreement the Transferees and their executors or administrators and successors in title so as to bind the above described land and for the benefit of each and all of the other lots on the said Deposited Plans DO TH HEREBY COVENANT AND AGREE with the Transfers and their executors or administrators and successors in title for the benefit of each and all of the other lots on the said Deposited Plans not heretofore transferred by the Transferors AND also separately with each and every one of the registered proprietors of and for the benefit of each and all of the other lots on the said Deposited Plans heretofore transferred to such registered proprietors THAT the Transferee will hence forth and at all times hereafter observe and perform all the stipulations and restrictions contained in the Schedule hereto TO THE END AND INTENT that each of such stipulations and restrictions shall forever enure for the benefit of land be appurtenant to each and all of the other lots on the said Deposited Plans as aforesaid and every part thereof PROVIDED ALWAYS that the Transferees shall as regards the said stipulations and restrictions be liable only in respect of breaches thereof which shall occur whilst they shall be the registered proprietors of the above described land or any part thereof in respect of which any such breach shall occur AND the Transferees DO HEREBY FURTHER COVENANT that they will at all times hereafter save harmless and keep indemnified the Transferors from all proceedings costs claims and demands in respect of breaches by the Transferees of the covenants and restrictions hereinbefore on their part contained and implied AND THE TRANSFEREES DO HEREBY FURTHER COVENANT that they shall be bound by a Fencing Covenant as defined in Section 2 of the Fencing Act, 1978 in favour of the Transferors

THE SCHEDULE

The Transferees for themselves and their executors or administrators successors and assigns hereby covenant as follows :-

1. That they shall not erect or place or permit or cause to be erected or placed upon the said land hereby sold any caravan, hut or shed to be used as a dwelling or temporary dwelling.
2. That they shall not erect or place or permit cause or suffer to be erected or placed on the said land hereby sold any building having a closed in floor area of less than 65.0321 square metres (700 square feet) exclusive of any carport garage or outbuilding) nor having a value of less than \$398.00 per square metre as at December 1980 or such cost as may from time to time be arrived at by adding to the said square metre rate of \$398.00 the percentage increases in the Domestic Building Cost Index for the Auckland area as prepared by the New Zealand Master Builders Federation Incorporated whichever price per square metre is the higher or in the event of the said Domestic Building Cost Index being superseded or cancelled such alternative Index as may be available at the Transferors sole discretion PROVIDED HOWEVER that the Transferors reserve the right to vary the aforesaid restriction if the Transferees and the

In Consideration of

(the receipt of which sum is hereby acknowledged)

Do hereby Transfer to the said

all estate and interest in the
Purchasers of the other lots sold to date in Deposited Plans Nos. 28509,
28510, 28511, 29252 and 29253 agree to the restriction being amended.

- ~~and have described~~
3. That they shall not erect or place or permit cause or suffer to be erected on the said land hereby sold any building other than one family dwelling house together with a single or double garage or such other building as would normally be appurtenant to a family dwelling house PROVIDED ALWAYS that the registered owner may at any time erect an attached flat comprising not more than one bedroom and one living room with the usual conveniences for the use of the parents or a parent or other near relative AND PROVIDED FURTHER that such flat shall be so designed as to blend with the existing dwelling house and not detract visually from the amenities of the neighbourhood.
 4. That they shall not remove or permit or cause to be removed from the said land hereby sold any existing ground cover grass plants or shrubs or trees or topsoil except as may be necessary for the purpose of erecting any building authorised in the terms hereof or for construction any path or driveway AND PROVIDED ALWAYS that such ground cover and topsoil shall be re-established immediately after such construction works are completed.
 5. That notwithstanding anything hereinbefore contained the Transferors reserve the right to sell a limited number of lots for the purpose of erecting thereon townhouses provided the value of such townhouses are not less than that set out in Clause 2 herein.

In witness whereof these presents have been executed this

of September 19 85

day

Signed by the above named IAN WALLACE
LYSAGHT and ADRIAN JUNE LYSAGHT
as Transferors
in the presence of:—

Barrett Solicitors Auckland
SIGNED by the said OWEN ROBERT
LEWIS and NGAIRE ELVA LEWIS
as Transferees in the presence
of:—

John Henry
Solicitor
Whakatane

Ian Wallace
Adrian June Lysaght

Owen Robert Lewis
Ngaire Elva Lewis

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act.

[Signature]
Solicitor for the Transferee.

..... I.W. & A.J. LYSAGHT Transferor

I HEREBY CERTIFY THAT THIS TRANSFER DOES NOT CONTRAVENE
THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION
AND LAND ACQUISITION ACT 1952

..... O.R. & N.E. LEWIS Transferee

SOLICITOR FOR THE TRANSFEE

Particulars entered in the Register as shown herein on the
date and at the time endorsed below.

.....
Assistant / District Land Registrar

of the District of

*Rest.
Gov.*

BUDDLE HARVEY & PARTNERS
SOLICITORS
WHAKATANE

Solicitors for the Transferee

AUCKLAND DISTRICT LAW SOCIETY

11.49 11.AUG86 H 673393
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY SOUTH AUCKLAND
DISTRICT LAND REGISTRAR

