

H397921.2 T

1982 0509 DTY #####10.00
NEW ZEALAND STAMP DUTY TAU

THIS DEED made the 18th day of March 1982

BETWEEN JOSEPH VIVIAN CRAPP of Omokoroa, Farmer and WALTER TICE
CRAPP of Tauranga, Contractor (hereinafter referred to
as "the Transferors")

A N D DESMOND STANISLAUS COONEY of Tauranga, Solicitor (hereinafter
referred to as "the Transferee")

WHEREAS the Transferors are the registered proprietors of all those
pieces of land described in the First and Second Schedules hereto
AND WHEREAS it is desired by the parties hereto that the respective
Lots in the First and Second Schedule hereto be each subject to and
have the benefit of the restrictive covenants set out in the Fourth
Schedule hereto and that the owners for the time being of the said
Lots shall be bound by and may be able from time to time to enforce
the observance of the said restrictions in equity or otherwise and
howsoever

AND WHEREAS it is further desired by the said parties that the respective
Lots described in the First Schedule hereto be each subject to a height
restriction in favour of and for the benefit of the Lots described in
the Second Schedule hereto and the owners for the time being of each
of the respective Lots described in the First Schedule hereto shall be
bound by and the owners for the time being of any of the Lots described
in the Second Schedule hereto may from time to time be able to enforce
the observance of the height restrictions set out in the Third Schedule
hereto in equity or otherwise and howsoever

AND WHEREAS it is intended by this Deed to give effect to Section 7 of
the Property Law Act 1952 in that the heirs executors administrators
successors and assigns of the Transferors and the Transferee shall take
the rights and obligations respectively assigned to the Transferors and
the Transferee pursuant to this Deed

NOW THEREFORE IN CONSIDERATION OF THE PREMISES and in consideration
of the sum of ONE DOLLAR (\$1.00) paid to the Transferors by the Transferee

(the receipt of which sum is hereby acknowledged) the Transferors DO HEREBY TRANSFER unto the Transferee all their estate and interest in the land described in the First Schedule hereto AND the Transferee for himself his heirs executors administrators successors and assigns so as to bind the respective Lots described in the First Schedule hereto DO TH HEREBY COVENANT AND AGREE with the Transferors for the benefit of each of the Lots described in the Second Schedule hereto that the Transferee will in respect of each of the Lots described in the First Schedule observe and perform and keep the restrictions contained in the Fourth Schedule hereto TO THE END AND INTENT that the restrictions shall enure for the benefit of each of the Lots described in the Second Schedule hereto and every part thereof notwithstanding that the land may subsequently be sold or otherwise transferred by the Transferor or Transferee PROVIDED ALWAYS that the Transferee shall as regards the said restrictions be personally liable only in respect of breaches thereof which shall occur while he is registered as proprietor of the land in the First Schedule AND the Transferee for himself his heirs executors administrators successors and assigns so as to bind the respective Lots described in the First Schedule hereto DO TH HEREBY FURTHER COVENANT AND AGREE with the Transferors for the benefit of each of the Lots described in the Second Schedule hereto that the Transferee will in respect of each of the Lots described in the First Schedule observe and perform and keep the restrictions contained in the Third Schedule hereto TO THE END AND INTENT that the restrictions shall enure for the benefit of each of the Lots described in the Second Schedule hereto and every part thereof notwithstanding that the land may subsequently be sold or otherwise transferred by the Transferor or Transferee PROVIDED ALWAYS that the Transferee shall as regards the said restrictions be personally liable only in respect of breaches thereof which shall occur while he is registered as proprietor of the land in the First Schedule

AND FURTHER IN CONSIDERATION OF THE PREMISES and in consideration of the sum of ONE DOLLAR (\$1.00) paid to the Transferors by the Transferee (the receipt of which sum is hereby acknowledged) the Transferors for themselves their successors and assigns so as to bind the respective Lots described in the Second Schedule hereto DO HEREBY COVENANT AND AGREE

with the Transferee for the benefit of each of the Lots described in the First Schedule hereto that the Transferors will in respect of each of the Lots described in the Second Schedule hereto observe and perform and keep the restrictions contained in the Fourth Schedule hereto TO THE END AND INTENT that the restrictions shall enure for the benefit of each of the Lots described in the First Schedule hereto and every part thereof notwithstanding that the land may subsequently be sold or otherwise transferred by the Transferors or Transferee PROVIDED ALWAYS that the Transferors shall as regards the said restrictions be personally liable only in respect of breaches thereof which shall occur while the Transferors are registered as proprietors of the Lots described in the Second Schedule upon which such breaches might occur.

IN WITNESS WHEREOF the Transferors and the Transferee have hereunto set their hands on the day and year first hereinbefore written.

SIGNED by the said JOSEPH VIVIAN CRAPP
and WALTER TICE CRAPP as Transferors
in the presence of:

) J.V. Crapp
) W. Tice Crapp

J. H. O. T. T.
Solicitor
Tauranga.

SIGNED by the said
DESMOND STANISLAUS COONEY as
Transferee in the presence of:

) D. S. Cooney

J. H. O. T. T.
Solicitor
Tauranga.

FIRST SCHEDULE

<u>LOT NO.</u>	<u>PLAN NO.</u>	<u>AREA</u>	<u>CERTIFICATE OF TITLE</u>
Lot 4	S.27862	1005 m ²	26A/928
Lot 5	S.27862	800 m ²	26A/929
Lot 6	S.27862	800 m ²	26A/930
Lot 7	S.27862	801 m ²	26A/931
Lot 9	S.27862	812 m ²	26A/933
Lot 10	S.27862	807 m ²	26A/934
Lot 11	S.27862	801 m ²	26A/935
Lot 12	S.27862	809 m ²	26A/936
Lot 13	S.27862	881 m ²	26A/937
Lot 14	S.27862	832 m²	26A/938

The above Lot 4 being subject to Fencing Covenant and Drainage Easement created by Transfer No. H.293314.1

SECOND SCHEDULE

Lot 2	S.27862	800 m ²	26A/926 -
Lot 3	S.27862	800 m ²	26A/927 ✓
Lot 15	S.27862	1042 m ²	26A/939 ✓
Lot 18	S.27862	925 m²	26A/942
Lot 19	S.27862	880 m ²	26A/943 ✓
Lot 20	S.27862	800 m ²	26A/944 ✓
Lot 21	S.27862	800 m ²	26A/945 ✓
Lot 23	S.27862	800 m ²	26A/947 ✓
Lot 24	S.27862	820 m ²	26A/948 ✓
Lot 25	S.27862	800 m ²	26A/949 ✓
Lot 27	S.27862	1212 m ²)	26A/951 ✓
Lot 28	S.27862	1282 m ²)	
Lot 29	S.27862	801 m ²	26A/952 ✓

The above Lots 2 and 3 being subject to Fencing Covenant contained in Transfer H.293314.1

The above Lots 27 and 28 being subject to and having appurtenant thereto Rights of Way evidenced ~~by Easement Certificate~~ by Easement Certificate H.293314.2 such Easements being subject to Section 37(1)(a) Counties Amendment Act 1961

THIRD SCHEDULE

Not to erect any building or other structure (excluding therefrom chimneys attached to dwellings and television or radio aerials) or to permit or suffer the growth of any tree shrub or other vegetation to a height exceeding the height shown in the diagram endorsed on Deposited Plan S.27862 for the respective Lots described in the First Schedule hereto.

FOURTH SCHEDULE

- (a) Not to erect or allow to be erected on the said land any building other than one family dwellinghouse or two family living units with (if required) a garage or two garages or such other building as would normally be appurtenant to a family dwellinghouse and
- (b) Not to erect or allow to be erected on the said land a dwellinghouse or two family living units of which the materials or construction shall have previously been used and that the use of Weathersides and asbestos cement sheathing materials be confined to a maximum of one third of the exterior wall area not including roof gables.
- (c) Not to erect or allow to be erected on the said land either a dwellinghouse or two family living units which have been relocated on the said land after having been erected and lived in on another piece of land.

NO.

Correct for the purposes of
the Land Transfer Act

TRANSFER OF FREEHOLD LANDS

.....
Solicitor for the Transferee

J V & W T CRAPP
Transferor

D S COONEY
Transferee

26A/932
26A/933
26A/934
26A/935
26A/936
26A/937
26A/938
26A/939
26A/940
26A/941
26A/942
26A/943
26A/944
26A/945
26A/946
26A/947
26A/948
26A/949
26A/950
26A/951
26A/952

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MAR 30 11 45 AM '82

District Land Registry
Hamilton No. 2

McLean
A/R



Particulars entered in the
Register as shown in the Schedule
of Land herein on the date and at
the time stamped below

Cooney Lees & Morgan
Solicitors
TAURANGA

.....
Assistant Land Registrar of
the District of South Auckland

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