



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R. W. Muir  
Registrar-General  
of Land

**Identifier** NA23C/436  
**Land Registration District** North Auckland  
**Date Issued** 12 February 1973

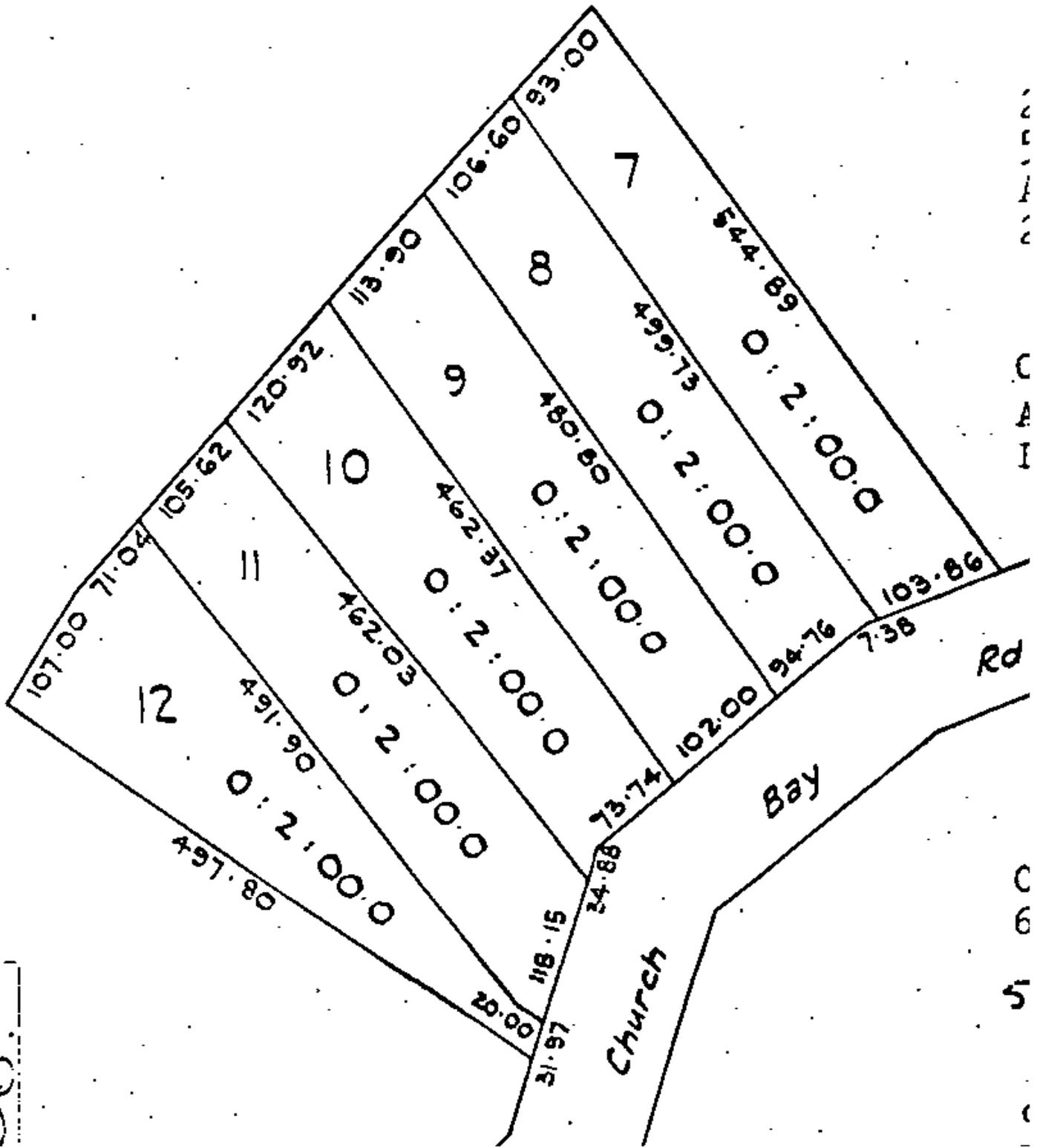
**Prior References**  
NA9D/1322

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**Estate** Fee Simple  
**Area** 2023 square metres more or less  
**Legal Description** Lot 9 Deposited Plan 68070  
**Registered Owners**  
Steven Alan Bernstein

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**Interests**  
Land Covenant in Transfer 060017.1 - 6.3.1974 at 11.01 am



060017.1 T

849

22-11-74 509543

-077 \*\*\*\*\*49.00

(Approved by the District Registrar, Auckland, No. 3360)

(New Zealand)

(C)

Under the Land Transfer Act, 1952

## Memorandum of Transfer

WHEREAS CHURCH BAY FARM LIMITED a duly incorporated company having its registered office at Auckland (hereinafter called "the transferor")

is being registered as proprietor of an estate in fee simple subject to such liens encumbrances and restrictions as are notified by memorandum endorsed hereon in all that parcel of land situated in the Land District of North Auckland

~~subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in~~ ~~piece of land situated in the Land District of~~

containing TWO ROADS (Ca:2r:Op) more or less being Lot 9 Deposited Plan 68070 being part Te Hurihi Block 5F2C and being all the land comprised and described in Certificate of Title Volume 230 more or less being FOLIO 435 (North Auckland Registry) ~~subject to~~ ~~Agreement as to fencing and restrictive covenants in Transfer No.~~ (hereinafter called "the land firstly described")

AND WHEREAS the transferor when registered proprietor of all the land contained in a plan deposited in the Land Registry Office at Auckland under No. 68070 subdivided that land into residential lots in the manner shown and defined on that plan for the purposes of the sale of the said land in residential lots as a building estate.

AND WHEREAS it is the transferor's intention that all residential lots contained in the said plan shall be subject to a general scheme applicable to and for the benefit of all the said residential lots and that 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 dated the 7th day of January 1974 the transferor agreed to sell the land firstly described to NOEL PERCIVAL DOWSETT of Auckland Medical Practitioner and MARY PATRICIA DOWSETT 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 FOUR THOUSAND NINE HUNDRED DOLLARS (\$4,900.00) paid by the transferees to the transferor (the receipt whereof is hereby acknowledged) the transferor DOETH HEREBY TRANSFER unto the transferees all its estate and interest in the land first described AND IN FURTHER PURSUANCE of the said Agreement the transferees so as to bind the land first described and for the benefit of all the land described in the first schedule hereto DOETH 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 the said land~~ for the benefit of the land described in the first schedule and heretofore transferred to such proprietors by the transferor that the transferees will henceforth and at all times hereafter observe and perform all the stipulations and restrictions contained in the second schedule hereto TO THE END AND INTENT that each of the said stipulations and restrictions shall enure for the benefit of all the land described in the first schedule hereto 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 while they shall be the registered proprietors of the land first described or any part thereof in respect of which any such breach shall occur AND the transferees HEREBY COVENANT that they 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 transferees of the covenants and restrictions hereinbefore on their part contained and implied AND THE TRANSFEREES FURTHER COVENANT that they will not call upon the transferor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the firstly described land and any adjoining land owned by the transferor PROVIDED THAT this covenant shall not enure to the benefit of any subsequent owners of such adjoining land.

THE FIRST SCHEDULE

5 acres 3 roods 18 perches more or less being Lots 1 to 12 inclusive on Deposited Plan 68070 being all the land comprised and described in Certificates of Title Volume 23C Folio 428 to Volume 23C Folio 439 inclusive (North Auckland Registry).

THE SECOND SCHEDULE

- (a) That they will not erect or permit to be erected any building other than a new 1 family dwelling house or 2 new attached family living units with (if required) a garage or two garages or such other new buildings as would normally be appurtenant to a family dwelling house.
- (b) That they will not erect or allow to be erected on the said land a dwelling house of a floor area less than 850 square feet (exclusive of garage or carport) or two attached family units of a floor area of less than 700 square feet each or in either case of which the materials of the construction shall have been previously used or of which the exterior wall sheathing is of smooth finished flat asbestos cement or of which the roof is standard corrugated iron and that they will not erect or place or permit to be placed upon the said land any caravan, hut or shed for permanent or temporary use.
- (c) That they will within 5 years of the date of this agreement erect or place a dwelling complying with the provisions of this agreement on the said land.
- (d) That they will not use or permit to be used any building or part thereof as a boarding house nor as a residence for more than 2 household units for a period of 20 years from the 1st day of January 1972.
- (e) That if they shall fail to erect or place a dwelling house on the said land as herein provided within the time herein specified then upon the expiry of such time the vendor may require them to cancel and surrender this agreement or if they have taken title to resell the said land to the vendor upon payment to them of all purchase moneys but no other moneys up to that time paid by them to the vendor.
- (f) That they will at all times keep weeds and grass on the said land under control by not allowing them to exceed 12 inches in height.
- (g) That they will not use the land hereby sold or permit the same to be used for any trading or commercial purpose.

IN WITNESS WHEREOF these presents have been executed this 19<sup>th</sup> day of *March* One thousand nine hundred and seventy-four

THE COMMON SEAL of CHURCH  
BAY FARM LIMITED as  
Transferor was hereunto  
affixed in the presence  
of:



*Colin Martin* Director

*Robert* Secretary

SIGNED by the said NOEL PERCIVAL)  
DOWSETT and MARY PATRICIA DOWSETT  
as Transferees in the presence of:

*J. H. Meedy*  
*Schmitt*  
*Takapuna*

*M. Percival*  
*Mary Dowsett*

~~In~~ **Consideration** ~~of~~

~~(the receipt of which sum is hereby acknowledged)~~

~~Do~~ **hereby** ~~Transfer~~ ~~to~~ ~~the~~ ~~said~~

~~all~~

~~estate and interest in the~~

~~x~~ ~~said~~ ~~piece~~ ~~of~~ ~~land~~ ~~above~~ ~~described~~

~~will not call upon the transferor to pay for or contribute towards  
the cost of erection or maintenance of any boundary fence between  
the firstly described land and any adjoining land owned by the  
transferor PROVIDED ~~that~~ this covenant shall not enure to the  
benefit of any subsequent owners of such adjoining land~~

~~In witness whereof~~ ~~these presents have been executed this~~

~~day of~~

~~THE COMMON SEAL of~~  
~~CHURCH BAY FARM LIMITED~~  
~~Signed~~ ~~by~~ ~~the~~ ~~above~~ ~~named~~  
~~was~~ ~~hereto~~ ~~affixed~~

~~19 71~~

~~In the presence of~~

No.

TRANSFER OF Lot 9  
DP.58070

Correct for the purposes of the Land Transfer Act.

*J.M. Moody*

Solicitor for the Transferee.

CHURCH BAY FARM LIMITED Transferor

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART 11A OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1952.

*J.M. Moody*

SOLICITOR FOR THE TRANSFEEE (OR LESSEE)

N.P. & M.P. DOWSETT Transferee

*McVaugh*  
*85878/6*  
*2-11*

Particulars entered in the Register-Book Vol.

Folio

the                      day of                      19

at    o'clock

Assistant Land Registrar  
of the District of

MOODY & MOODY,  
SOLICITORS,  
TAKAPUNA.

Solicitors for the Transferee

THE LAW SOCIETY OF THE DISTRICT OF AUCKLAND

Penrose Print—18561(S)



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A.L.R.

0600171  
23/436  
DISTRICT LAND REGISTRY  
AUCKLAND NO. 3

