



HELEN POWELL + MIKE SCOTT
above and beyond



17 Surf Road Mangawhai Heads

PROPERTY MARKETING, NEGOTIATION AND CONSULTATION

Helen Powell

☎ 021644234

✉ helen.powell@trinitynetwork.co.nz

Mike Scott

☎ 021463224

✉ mike.scott@trinitynetwork.co.nz

The documents provided in this information pack are review copies only, many provided by third parties and may not be current or complete. The records and reports are subject to update at any time. The information contained is therefore only being provided for basic introductory purposes and should not be relied upon by purchasers. Purchasers are encouraged to obtain their own copies of any records and seek independent legal and professional advice.



HELEN POWELL + MIKE SCOTT
above and beyond



Price By Negotiation



The Beach Beckons – Your Perfect Bach!

Enjoy the quintessential coastal lifestyle in this modern, architecturally designed beach bach, perfectly positioned to capture stunning panoramic views across the surf beach and estuary. Thoughtfully designed with low-maintenance grounds, this property is ideal for effortless 'lock and leave' living. With four generously proportioned bedrooms—two extra-spacious rooms downstairs and two spacious bedrooms upstairs—there's abundant space for family and guests. The open plan living is the heart of the home with the living areas bathed in natural light and seamlessly connecting indoors with the spectacular natural surroundings. The modern kitchen showcases engineered stone and stainless steel benchtops and high-quality whiteware. You have year-round comfort with an instant heat pump and the warm ambience of a cosy fire. The home boasts two bathrooms, one conveniently located on each level, providing both comfort and practicality. Additional features include a pocket laundry, ample storage throughout, and an internal-access single garage.

Situated in a prestigious gated community surrounded by quality homes, you'll have access to exclusive amenities like the cabana-style clubrooms and tennis court. Just steps beyond the gates of The Heads lies the stunning Mangawhai Heads surf beach and Picnic Bay—ideal for swimming, surfing, or relaxing with family and friends. Or simply relax and soak up the views from the decks from this stylish, well-presented retreat.

This unique property provides a tranquil sanctuary while conveniently located less than 90 minutes' drive from Auckland City. Mangawhai is rapidly emerging as one of Auckland's most desirable holiday destinations, known for its spectacular surf beaches, scenic coastal walks, and vibrant village markets,

Please call Helen Powell or Mike Scott to view now. Viewing by Appointment Only.

17 Surf Road Mangawhai Heads

Price: Price By Negotiation
Land Area: 1019m²
Floor Area: 195m²
Rateable value: \$

View Online:
<https://www.trinityrealestate.co.nz/property/17-surf-road-mangawhai-heads/>

Open Homes:
Contact Helen for viewing times

PROPERTY MARKETING, NEGOTIATION AND CONSULTATION

Helen Powell

M: 021 644 234

E: helen.powell@trinitynetwork.co.nz

Mike Scott

M: 021463224

E: mike.scott@trinitynetwork.co.nz



Vendor Transparency Document

Address: 17 Surf Road, Mangawhai Heads

IMPORTANT NOTE: This form is completed by or on behalf of the vendor to set out information about the property known by the vendor, or to the best of the vendors knowledge. It is provided to Purchasers as initial background information only. The statements are not to be relied on by the purchaser or any third party. Nothing in this form constitutes a warranty, guarantee, or obligation of the vendor and none of the information or statements shall be deemed part of any subsequent Sale and Purchase Agreement for the property.

The Vendor agrees that if after signing this form, they become aware of any additional information as described in this form or that may be of any interest to the purchaser, they will notify the Agent immediately to arrange an update to the form which will be provided to the Purchaser. The Vendor also agrees that anything additional discovered by the Agent may be noted on the 'Title & Further Information Form' at any time to be disclosed to any potential purchasers.

Additional details or forms verifying information may also be included on other paper if there is not enough space.

Is the Vendor aware of any weather tightness, structural or geotechnical issues (including any past damage)?

☐ Yes ☒ No

No, but just for completeness - Vendors unable to visit property for 5 months because of 2021 COVID lockdown. Gutter downpipes became completely blocked as vendors unable to do routine cleaning, leading to internal water damage. Remedied by insurers.

Is the Vendor aware of any other damage or defect to the property including cladding, internal walls, roof, guttering, piling or any other hidden or underlying defects etc?

☐ Yes ☒ No

Is the Vendor aware of any hazards including weatherside cladding, asbestos, dux quest plumbing, scrim or any other similar item that in the vendors discretion, considers may be relevant to a purchaser?

☐ Yes ☒ No

Is the Vendor aware of any chattel, fixture or fitting that does not work or is damaged?

☒ Yes ☐ No

Light-sensor by front door no longer functioning and removed from circuit by electrician. For completeness - laundry sink plumbed only for cold water, the vendors recollection is that the Spark copper cabling has never been connected to the property from the terminus near the boundary.

Is the Vendor aware of any issues regarding the neighbourhood including road changes, planned developments, phone towers or received any notice or demand from any local or government authority or other statutory body, from any tenant of the property or any other party? Has the vendor given any consent for neighbouring builds, developments or renovations or any other matter?

☐ Yes ☒ No

Is the Vendor aware of any criminal activity, drug use or creation, deaths (other than as a result of natural cause) or other activity or event that in the vendors discretion & opinion, considers may be relevant to a purchaser?

☐ Yes ☒ No

Is the Vendor aware of any outstanding payments on the property including any building work, insulation, chattels, or items that have been agreed to be added to the rates?

☐ Yes ☒ No

Is the Vendor aware of any work done at the property by any person at any time that was not correctly permitted, consented, signed off or completed in accordance with the applicable laws or Council requirements?

☐ Yes ☒ No

Is the Vendor aware of any matters concerning the boundaries, fencing or title that at the vendors discretion, may cause a prospective purchaser concern? (Eg fencing issues, unclear boundaries or disputes, title complications or requisitions etc)

☐ Yes ☒ No

No, but just for completeness - part of the driveway sits on a council-owned paper road. Council consent was sought at the time the property was built.



Vendor Transparency Document

Additional Information Provided by the Vendor:

Has the Vendor completed a Healthy Homes Assessment if tenanted? ☐ Yes ☐ No
Does the property have a Healthy Homes Certificate? ☐ Yes ☐ No ☒ NA
Are there any retaining walls on the property? ☒ Yes ☐ No
Has a Code of Compliance Certificate been issued ☒ Yes ☐ No ☐ NA
Is this a legal Home and Income? ☐ Yes ☐ No
Has a Code of Compliance Certificate been issued? ☐ Yes ☐ No ☒ NA
Is there a wood burner or other fire appliance? ☒ Yes ☐ No
Has a Code of Compliance Certificate been issued? ☒ Yes ☐ No ☐ NA
Is the property insulated? ☐ No ☐ Under Floor ☒ Walls ☒ Roof

For all of the above where applicable has the relevant documentation been:

1) Provided by vendor ☐ Yes ☐ No ☐ NA _____
2) Sited by the agent ☐ Yes ☐ No ☐ NA _____

Describe any renovation work done (even if no consents or certificates were required)?

Is any other information provided by the Vendor?

1. The property has sometimes been rented out during the peak summer period as a holiday let, most recently for c \$800 per night.
2. Just for completeness, certain optional items included in the original plans were not proceeded with, namely a fence above the building near the boundary with Lot 2, and underfloor heating/wallheaters/heatpump on the ground floor.
3. For information: the vents in the floor and upper walls by the fireplace are to allow exterior airflow into the upper floor (required as part of the consent for the fireplace) - they are not part of a heating or cooling system.

Vendor: Sign: [Signature] Print Name: SIMON MICHAEL HORNER Date: 5/2/25
Vendor: Sign: [Signature] Print Name: CLAIRE RACHEL HORNER Date: 5/2/25
Vendor: Sign: _____ Print Name: _____ Date: _____

For subsequent information established by the Agent see the LIM, Title & District Plan Explanation Form

IMPORTANT NOTE FOR PURCHASERS: Any Consents and Compliance Certificates or Reports that have been made available to the Agent will be included in the information pack. It is strongly recommended the Purchaser and/or their lawyer review these documents (which may or may not have been made available to the Agent). The vendor may not have disclosed all information about the property or may have no knowledge of issues that are important or relevant to the purchaser. The purchaser must not rely on this information as complete or accurate and must make their own enquiries and seek professional advice in all respects to fully satisfy themselves as to the condition/suitability of the property and any other matters relevant to the purchaser prior to entering into any contract for sale and purchase.

This form is not part of any Sale and Purchase Agreement for the property.



Title & Further Information

Address: _____

This information sheet may accompany the legal documents, reports and records such as the property's title, LIM (if supplied by Vendor), and District Plan provided to prospective purchasers by the Agent.

DISCLAIMER: All documents are supplied by for general information purposes only.

The information below are some common 'interests' that may be listed on a property title with simple explanations about the restrictions or rights that could affect the property. Some interests, district plan information, LIM information or other information that has come to the Agents attention may be further detailed on the documents supplied. Some documents may not have been made available to the agent such as the LIM report which means the agent may not have been able to verify some information about the property.

These explanations are not intended to be legal advice or to be relied on by a prospective purchaser. Reading and interpreting the documents is a specialist area. It is the purchaser's sole responsibility to ensure they fully understand the title and related documents from their own investigations and independent professional advice, and the purchaser must not rely solely on the information provided by the Agent or Vendor prior to entering into an agreement to purchase the property. It is strongly recommended that the purchaser seeks advice and explanation about the Title, LIM, District Plan and other relevant documents from their own lawyer or registered conveyancer.

This document does not form part of the S&P Agreement.

Tick if appropriate to title:

Easements

An easement is the granting or benefit of rights in land that do not include possession. Usually easements allow one party to cross another party's land for a particular purpose, such as rights of way, rights to convey water, gas, electricity or telecommunications, or rights to drain stormwater or sewage. The location of such easements will usually be shown on the plan of the property attached to the certificate of title. "Subject to" means the property gives the benefit to another property. "Appurtenant hereto" means the property has the benefit of the easement.

Easements are not always for the benefit of neighbouring land. An easement in gross has no beneficiary. It is usually in the form of a grant to a territorial authority, or a utility company such as Spark or Vector. The territorial authority or utility company will have the right to access the land for maintenance work.

It must be noted that some easements, such as old drainage easements, may not be recorded on the certificate of title, but will usually appear on district plan maps. There are also a number of "universal" easements, such as those protecting against the undermining of a neighbour's property through excavation. These are common law easements, and not normally registered on the title. May affect use of the property so it is highly recommended to investigate further and seek legal advice.

The easements created by Easement Instrument.... are subject to Section 243 (a) Resource Management Act 1991

The reference s243(a) of the Resource Management Act 1991 simply means that the easement created under easement instrumentcannot be surrendered by the owner of the title without prior consent of the council.

Resource Management Act 241(2)

Refers to details in the RMA section 241(2) likely in relation to the subdivision of the property.

Consent Notice pursuant to Section 221 Resource Management Act 1991

A consent notice registered against the Title gives notice of the conditions of the subdivision consent under which the land was subdivided which bind the owners going forward. This may affect your use of the property so it is highly recommended to seek further legal advice and view any relevant documentation.

Lease of Flat 1 & 2

Relate to the cross lease of the property. This may affect your use of the property so it is highly recommended to view memorandum of lease for further details and to seek further legal advice.

Fencing Covenant

Fencing covenants are used by subdividers and developers to enable them to avoid their contribution to a fence between their property and adjoining land, as provided for in the Fencing Act 1978.. Fencing covenants are recorded on the certificate of title, but expire at the time of sale of the adjoining land by the first purchaser, or at the end of 12 years. However, the covenant is not automatically removed from the certificate of title. Please note that fencing covenants registered on titles that adjoin Crown lands – for example, reserves – may run with the land. Do not confuse a Fencing Covenant with a Fencing Agreement (below).

Fencing Agreement

Is an agreement between adjoining neighbours to do or not do something that would otherwise be permitted. (It contains rules about fencing etc that must be adhered to by various parties.). May affect use of the property so it is highly recommended to view the relevant document and seek further legal advice if there is a Fencing Agreement registered on the title.



Title & Further Information

Land Covenant

Contains various rules/regulations in relation to the property as private agreements between parties or imposed by the council. This may affect your use of the property so it is highly recommended to view relevant documentation for specific details and it is recommended to seek further legal advice and a full explanation from your solicitor.

Building Line Restriction

A building line restriction may limit where you can build on the property. Recommended to investigate further based on your requirements for the property and to confirm there are no obvious encroachments from existing dwellings. Note that some building line restrictions may not be included on the title but are included on the District Plan. It may affect your intended use of the property so it is highly recommended to view relevant documentation and to seek further legal/technical advice for the full details.

Marginal Strip

A Marginal Strip is Crown land adjacent to foreshore, lake, rivers or streams greater than 3 metres wide that is sold or otherwise disposed of, the strip of land no less than 20 metres wide is deemed reserved. This means that the owner of the ex-Crown property located adjacent to the waterway does not own the first 20 metres of that property. This may affect your use of the property so it is highly recommended to seek further investigation/technical advice for full details.

Limited as to Parcels

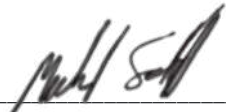
This means that the property has never been properly surveyed and as such the dimensions of the site it refers to are not guaranteed. This is usually not found in the interests but at the top of the title document. If this is on the title it is highly recommended to seek further legal and specialist advice.

Additional Interests/Subject to various acts

Additional interests may not be common interests on a title and the salesperson may not be familiar with the implications of these interests. These interests are noted below and it is highly recommended to seek further legal/technical advice.

Further Title, District Plan and LIM (if provided) information & any additional information about the property that has come to the Agent's attention. If there is not enough room below, additional pages may be attached.

DISCLAIMER: The information listed below is provided as a starting point for prospective purchasers to do their own research and seek their own advice. It is the purchaser's responsibility to do its own due diligence on the property and this information is intended only to alert the purchaser to possible issues with a property of this age, condition and construction, in this location. The list is not represented as including everything that a purchaser should be aware of or investigate further as there may be issues that the Agent or Vendor have no knowledge of, expertise in, or any reason to suspect or raise. Furthermore, nothing listed below is intended to imply that there is any actual problem or concern with the property or its surrounding area.

Listing Agent: Sign:  Print Name: Mike Scott Date 17/03/25





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy



R.W. Muir
Registrar-General
of Land

Identifier **263992**
Land Registration District **North Auckland**
Date Issued 10 May 2006

Prior References
138087

Estate Fee Simple
Area 1020 square metres more or less
Legal Description Lot 1 Deposited Plan 365063
Registered Owners
Simon Michael Horner, Claire Rachel Horner and Michael Rex Cronin

Estate Fee Simple - 1/27 share
Area 5715 square metres more or less
Legal Description Lot 101 Deposited Plan 365063
Registered Owners
Simon Michael Horner, Claire Rachel Horner and Michael Rex Cronin

Interests

Land Covenant in Easement Instrument 5941628.5 - 23.3.2004 at 9:00 am
Land Covenant in Easement Instrument 5980277.3 - 26.4.2004 at 9:00 am
6859107.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 10.5.2006 at 9:00 am (affects Lot 1)
Subject to Section 241(2) Resource Management Act 1991 (affects DP 365063)
Appurtenant to Lot 1 hereto is a right of way and right to drain stormwater and wastewater and convey electricity supply and telecommunications supply created by Easement Instrument 6859107.8 - 10.5.2006 at 9:00 am
The easements created by Easement Instrument 6859107.8 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right of way (in gross) over Lot 101 DP 365063 in favour of Kaipara District Council created by Easement Instrument 6859107.9 - 10.5.2006 at 9:00 am
The easements created by Easement Instrument 6859107.9 are subject to Section 243 (a) Resource Management Act 1991
Subject to an electricity supply easement (in gross) over Lot 101 on DP 365063 in favour of Northpower Limited created by Easement Instrument 6859107.10 - 10.5.2006 at 9:00 am
Subject to a right of way over Lot 101 DP 365063 created by Easement Instrument 6859107.12 - 10.5.2006 at 9:00 am
Appurtenant to Lot 1 hereto is a right of way created by Easement Instrument 6859107.12 - 10.5.2006 at 9:00 am
6859107.13 Conservation Covenant pursuant to Section 77 Reserves Act 1977 - 10.5.2006 at 9:00 am (affects Lot 1)
Land Covenant in Easement Instrument 6859107.14 - 10.5.2006 at 9:00 am (affects Lot 1)
Fencing Covenant in Easement Instrument 6859107.14 - 10.5.2006 at 9:00 am (affects Lot 1)

APPROVED: *David Burgess*
John The Heads Limited
REGISTERED OWNERS

1 HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE KAIPARA DISTRICT COUNCIL PURSUANT TO SECTION 223 OF THE RESOURCE MANAGEMENT ACT 1991

ON THE 2nd DAY OF AUGUST 2006

SUBJECT TO THE GRANTING OR RESERVING OF THE EASEMENTS SET OUT IN THIS MEMORANDUM HEREON AND SUBJECT TO THE AMALGAMATION CONDITIONS SET OUT HEREIN.

APPROVED ON BEHALF OF THE DISTRICT COUNCIL

MEMORANDUM OF EASEMENTS

PURPOSE SHOWN	SEVERITY	INHERENT	DOMINANT	TENURE
RIGHT OF WAY	(A)	LOT 21 HERON	LOTS 33 AND 34 HERON	HERON
STONEMASONRY AND	(B)	LOT 34 HERON	LOT 33 HERON	HERON
WASTEWATER	(C)	LOT 31 HERON	LOTS 31, 32, 33 AND 34 HERON	HERON
ELECTRICITY SUPPLY	(D)	LOT 3 HERON	LOTS 1-31, 33	HERON
TELECOMS	(E)	LOT 3 HERON	LOTS 1-31, 33	HERON
MUNICIPALITY	(F)	LOT 3 HERON	LOTS 1-31, 33	HERON
SUPPLY	(G)	LOT 3 HERON	LOTS 1-31, 33	HERON

MEMORANDUM OF EASEMENTS IN CROSS

PURPOSE SHOWN	SEVERITY	INHERENT	GRANTEE
RIGHT OF WAY	(H)	LOT 101 HERON	KAIPARA DISTRICT COUNCIL
	(I)	LOT 3 HERON	LOT 3 00-55-000

NEW CERTIFICATES OF TITLE ISSUED

LOT 1	253092
LOT 2	253093
LOT 3	253094
LOT 4	253095
LOT 5	253096
LOT 6	253097
LOT 7	253098
LOT 8	253099
LOT 9	253100
LOT 10	253101
LOT 11	253102
LOT 12	253103
LOT 13	253104
LOT 14	253105
LOT 15	253106
LOT 16	253107
LOT 17	253108
LOT 18	253109
LOT 19	253110
LOT 20	253111
LOT 21	253112
LOT 22	253113
LOT 23	253114
LOT 24	253115
LOT 25	253116
LOT 26	253117
LOT 27	253118
LOT 28	253119
LOT 29	253120
LOT 30	253121
LOT 31	253122
LOT 32	253123
LOT 33	253124
LOT 34	253125

CONTINUED SHEET 2

SHEET 1 OF 4

CLASS OF SURVEY:
LOTS 1-31, 33, 34 103-105 CLASS I
LOT 32 & 101 CLASS II

Total Area 8.0021ha

Completed in 01/30/07

STEWART ROBERTS & SONS
Being a person entitled to practice as a licensed cadastral surveyor, certify that:
(1) The survey to which this diagram relates was conducted in accordance with the provisions of the Survey Act 1980 and the Survey Regulations 1980.
(2) This diagram is accurate, and has been completed in accordance with the Survey Act 1980.

Signature: *Stewart Roberts* **Date:** 28/02/06

First Book: *Stewart Roberts* **Reference Plan:** *Stewart Roberts*

Examined: *Stewart Roberts* **Control:** *Stewart Roberts*

Approved as to Survey by Land Information NZ, etc

28/2/2006

Deposited by Land Information NZ, etc

16/5/2006

File: 2230.120766/61 **Received:** *Stewart Roberts* **Date:** 16/5/2006

AMALGAMATION CONDITIONS

THE LOT 101 HERON (LEGAL ACCESS) BE HELD AS TO TWENTY SEVEN UNDIVIDED ONE-TENTH SHARERS BY THE OWNERS OF LOTS 1 TO 31, 33 AND 34 HERON AS TENANTS IN COMMON IN THE SAID SHARES AND THAT INDIVIDUAL CERTIFICATES OF TITLE BE ISSUED IN ACCORDANCE HEREWITH.

THAT LOT 103 HERON (LEGAL ACCESS) BE HELD AS TO FOUR UNDIVIDED ONE-FOURTH SHARERS BY THE OWNERS OF LOTS 3, 15 & 16 INCLUSIVE HERON AS TENANTS IN COMMON IN THE SAID SHARES AND THAT INDIVIDUAL CERTIFICATES OF TITLE BE ISSUED IN ACCORDANCE HEREWITH.

THAT LOT 104 HERON (LEGAL ACCESS) BE HELD AS TO FIVE UNDIVIDED ONE-FIFTH SHARERS BY THE OWNERS OF LOTS 3 TO 7 INCLUSIVE HERON AS TENANTS IN COMMON IN THE SAID SHARES AND THAT INDIVIDUAL CERTIFICATES OF TITLE BE ISSUED IN ACCORDANCE HEREWITH.

THAT LOT 105 HERON (LEGAL ACCESS) BE HELD AS TO EIGHT UNDIVIDED ONE-EIGHTH SHARERS BY THE OWNERS OF LOTS 24 TO 30 & 32 INCLUSIVE HERON AS TENANTS IN COMMON IN THE SAID SHARES AND THAT INDIVIDUAL CERTIFICATES OF TITLE BE ISSUED IN ACCORDANCE HEREWITH.

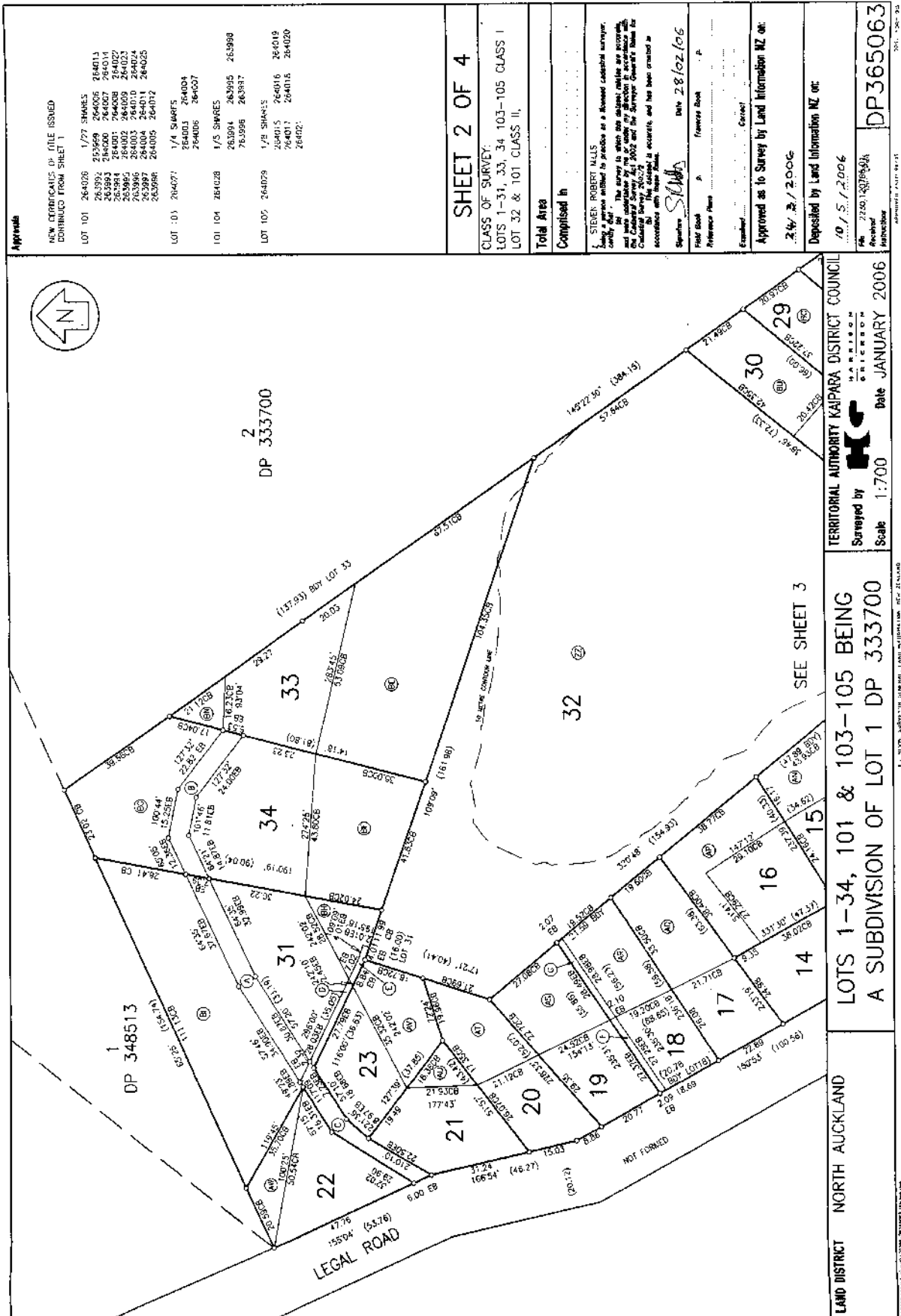
THAT ONE HALF SHARE IN LOT 32 DP 333700 BE HELD AS TO AN UNDIVIDED ONE-HALF SHARE BY THE OWNER OF LOT 32 HERON AS TENANTS IN COMMON IN THE SAID SHARES AND THAT INDIVIDUAL CERTIFICATES OF TITLE BE ISSUED IN ACCORDANCE HEREWITH.

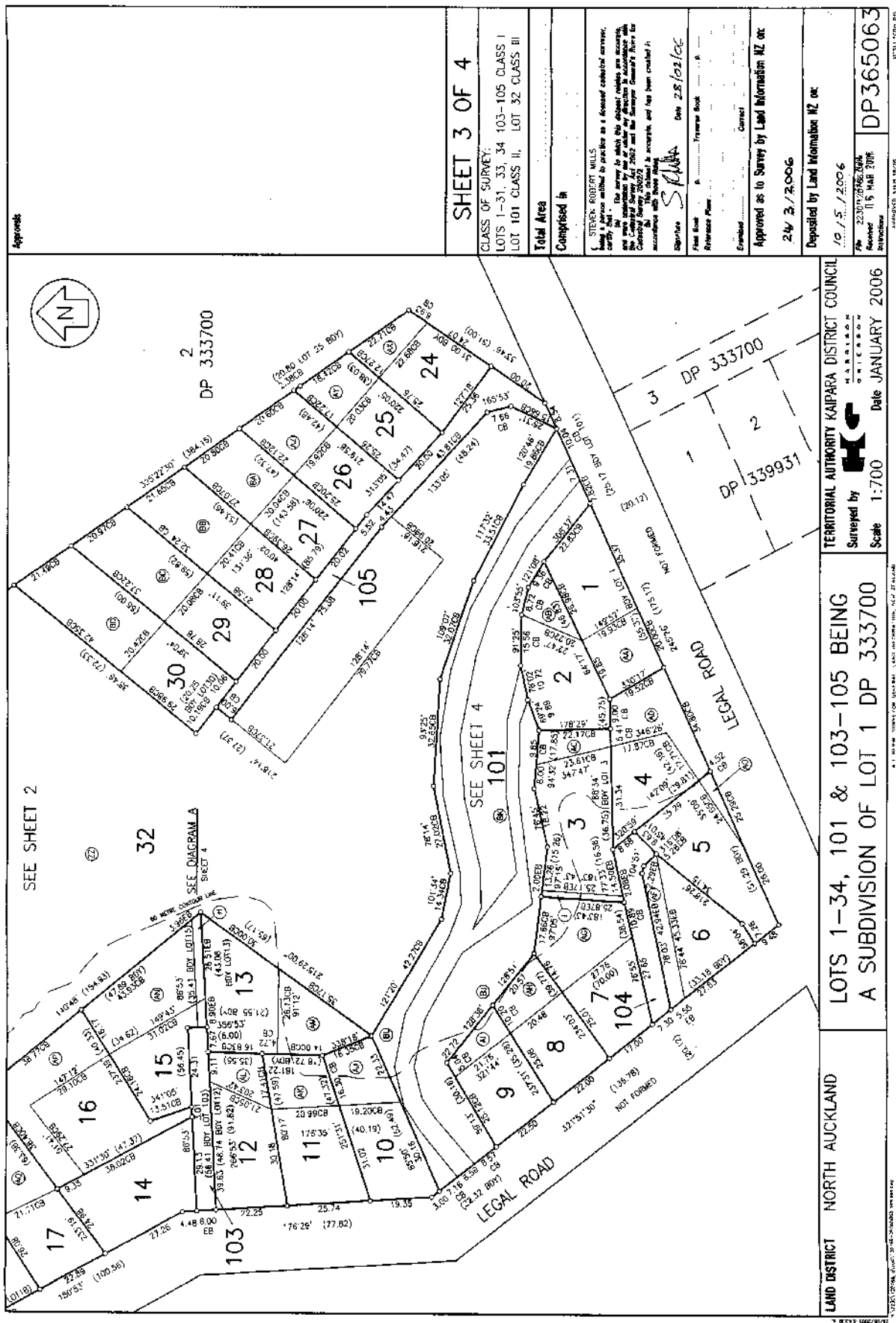
AREAS SHOWN AS (A) TO (G) TO (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z) ARE SUBJECT TO LAND COVENANTS

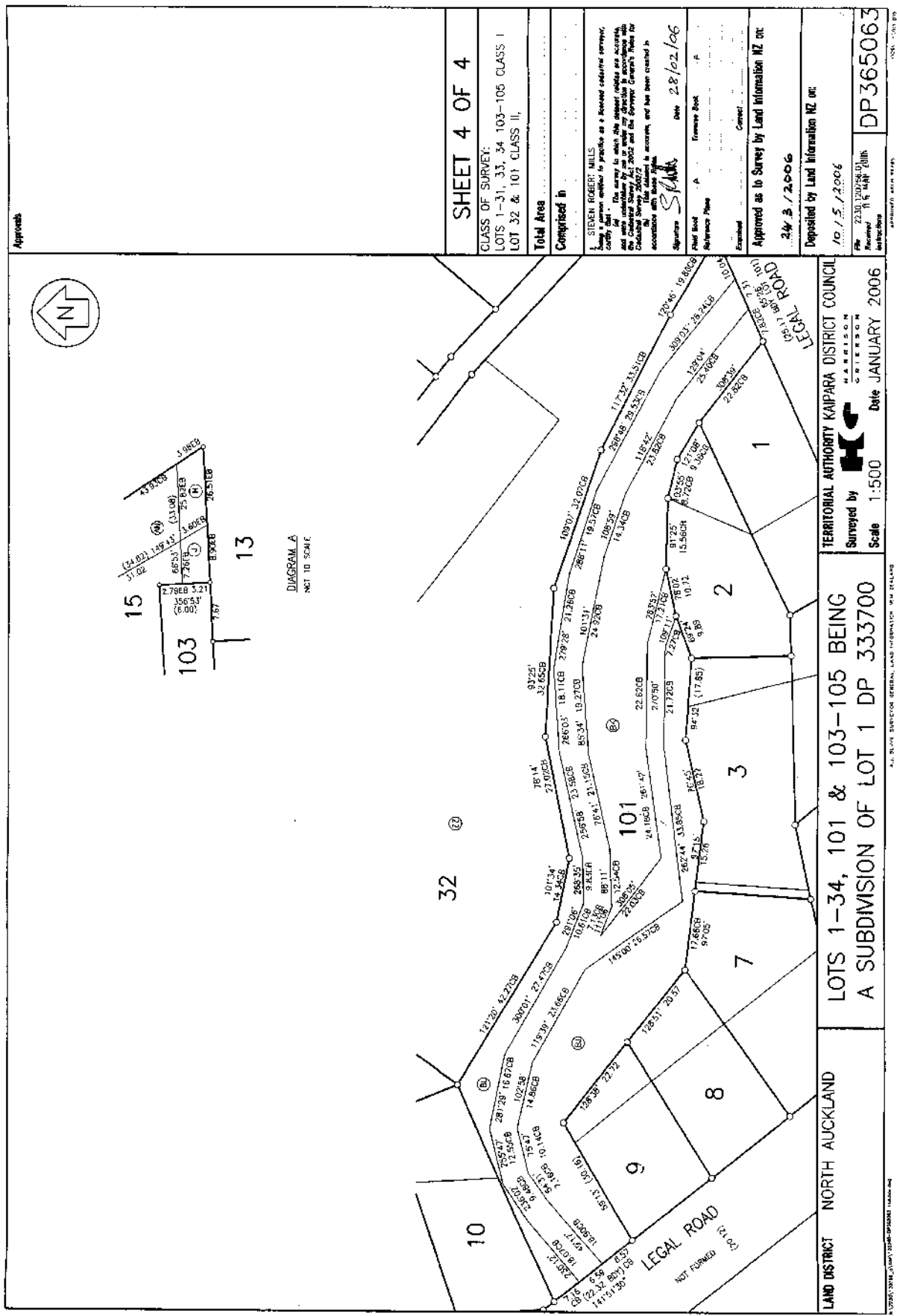
THE TOTAL AREA OF CONSERVATION COVENANT AREAS SHOWN ON THIS PLAN IS 5.6003ha

PROPOSED EASEMENTS IN CROSS

PURPOSE SHOWN	SEVERITY	INHERENT	GRANTEE
ELECTRICITY SUPPLY	(A)	LOT 101 HERON	NORTH-POLAR LIMITED
	(B)	LOT 103 HERON	LOT 104 HERON
	(C)	LOT 105 HERON	LOT 106 HERON
	(D)	LOT 107 HERON	LOT 108 HERON
	(E)	LOT 109 HERON	LOT 110 HERON
	(F)	LOT 111 HERON	LOT 112 HERON
	(G)	LOT 113 HERON	LOT 114 HERON
	(H)	LOT 115 HERON	LOT 116 HERON
	(I)	LOT 117 HERON	LOT 118 HERON
	(J)	LOT 119 HERON	LOT 120 HERON
	(K)	LOT 121 HERON	LOT 122 HERON
	(L)	LOT 123 HERON	LOT 124 HERON
	(M)	LOT 125 HERON	LOT 126 HERON
	(N)	LOT 127 HERON	LOT 128 HERON
	(O)	LOT 129 HERON	LOT 130 HERON
	(P)	LOT 131 HERON	LOT 132 HERON
	(Q)	LOT 133 HERON	LOT 134 HERON
	(R)	LOT 135 HERON	LOT 136 HERON
	(S)	LOT 137 HERON	LOT 138 HERON
	(T)	LOT 139 HERON	LOT 140 HERON
	(U)	LOT 141 HERON	LOT 142 HERON
	(V)	LOT 143 HERON	LOT 144 HERON
	(W)	LOT 145 HERON	LOT 146 HERON







Approved by Registrar-General of Land under No. 2002/6055
Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

EI 5941628.5 Easemen

Land registration district

NORTH AUCKLAND



Cpy - 01/01, Pgs - 008, 22/03/04, 11:20



DocID: 311338485

Grantor

Surname(s) must be underlined or in CAPITALS.

Samsudin ALISPAHIC and Gabriel Pearl ALISPAHIC

Grantee

Surname(s) must be underlined or in CAPITALS.


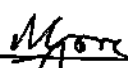


Samsudin ALISPAHIC and Gabriel Pearl ALISPAHIC

Grant* of easement or profit à prendre or creation or covenant

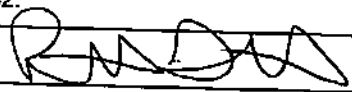
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 26 day of February 2004

Attestation

	Signed in my presence by the Grantor	
	 Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation	
Signature [common seal] of Grantor	Address	Anthony Gore Solicitor AUCKLAND
	Signed in my presence by the Grantee	
	 Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address	
Signature [common seal] of Grantee	Anthony Gore Solicitor AUCKLAND	

Certified correct for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Dated

Page

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P

pages

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Access Lot	3 DP 333700	138087, 138088	138087, 138088

Continue in additional Annexure Schedule if required.

[the provisions set out in Annexure Schedule 2].

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

[Annexure Schedule 2].

Handwritten signature: *[Signature]*

Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated

26 February 2004

Page

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of

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pages

(Continue in additional Annexure Schedule, if required.)

To Grantors for themselves and subsequent registered proprietors of the Access Lot **HEREBY COVENANT** with the Grantees for the benefit of the Dominant Tenement Lots that the Grantors will not use the Access Lot except in accordance with the Covenants **PROVIDED THAT** the Grantors from the time being shall only be liable for any breach of the Covenants which occurs while those Grantors are the registered proprietors of the Access Lot.

Schedule B – The Covenants

1. The Grantors shall not:

- (a) use or permit to be used the Access Lot for any purpose other than a permitted use as described in Schedule C ("permitted use")
- (b) erect or permit to be erected on the Access Lot any building structure, or erection or grow any tree, hedge, bush or other vegetation thereon, which could in the reasonable opinion of the Grantees (or any of them) restrict or prohibit any of the permitted uses; for the sake of clarity, the parties agree that security gates and entry walls may be built at the street frontage to the property;
- (c) transgress any by-law or any statutory regulation relating to any of the permitted uses;
- (d) do or permit anything or commit any act omission or default whereby the use of the Access Lot is in any way impeded or obstructed except as otherwise expressly permitted herein.

2. The cost of maintaining and upgrading the Access Lot shall be borne by the Grantees in the proportions set out in Schedule D **PROVIDED HOWEVER** that where the need for maintenance or upgrade is directly attributable to actions of one of the Grantees or the servants, tenants, agents, contractors, workmen, licensees or invitees of that Grantee the cost shall in that case be borne by that Grantee. The cost of formation for the Access Lot shall be borne by the Grantee in proportions set out in Schedule D provided that the registered proprietor of Lot 2 pays no more than \$40,000.00.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement Instrument

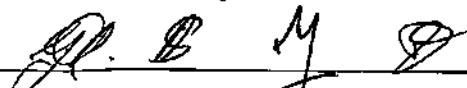
Dated 26 February 2004

Page 4 of 8 pages

(Continue in additional Annexure Schedule, if required.)

3. If any party ("**defaulting party**") shall neglect or refuse to carry out or pay for any work required in respect of the Access Lot pursuant to the provisions hereof, then the other party or parties willing to proceed ("**willing party**") may serve upon the defaulting party a notice in writing requiring the defaulting party to join in, carry out or pay for as the case may be such work and stating that upon expiry of 21 days from the date of service of such notice the willing party may carry out or pay for the work or for that purpose may enter into and upon the land of the defaulting party and the defaulting party shall then forthwith be liable to pay to the willing party the cost of the work that has been carried out or paid for and the cost of notice and the defaulting party's proportion of the cost of carrying out and pay for the work together with interest from the date of demand until the date of payment calculated at a rate of 5% per annum above the overdraft rate then currently charged by the willing party's Bank computed on a daily basis **AND** where default is made in making such payment the same may be recovered by action at law **AND** in consideration of the willing party carrying out or paying for the work the defaulting party shall forthwith upon demand give and execute in favour of the willing party a good and registrable Memorandum of Mortgage of the defaulting party's proportion of the cost of carrying out or paying for the work together with interest as hereinbefore provided the said Mortgage to be in such form and to contain such covenants, conditions, provisions, and powers as are usually inserted in mortgages of land securing trust funds by solicitors practising in the Auckland District Law Society district **AND** the defaulting party shall pay all costs and expenses of and incidental to:
 - (a) the preparation and registration of the said Mortgage and any Variation or Discharge thereof; and
 - (b) the costs (as between solicitor and client) and disbursements of the willing party of and incidental to the enforcement or attempted enforcement by the willing party of his rights, remedies and powers under these presents and/or under the Mortgage including the giving or attempted giving of any notice pursuant to the provisions of the Property Law Act 1952 or the provisions of these presents.
4. Any dispute or difference which may arise between the parties hereto touching any of the matters arising out of this Deed shall be referred for the decision of a single Arbitrator under the Arbitration Act 1996 or any then subsisting provisions relating to arbitration.

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Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated

26 February 2006

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pages

(Continue in additional Annexure Schedule, if required.)

Schedule C – Permitted Uses

The Permitted Uses for the Access Lot and the rights and powers attaching to the Permitted Uses are:

1. Access

- 1.1 The rights and powers set out in clause 6, Rights of Way, in Schedule 4 of the Land Transfer Regulations 2002.

2. Electricity Transmission

2.1 The right to:

- (a) transmit and distribute electricity through transformers, equipment, cables and wires installed on or in the Access Lot to Dominant Tenement;
- (b) install, maintain, repair, replace or add to electrical equipment on or in the Access Lot (including lines, conduits, cables, terminals, supply points, transformers, manholes, boxes or any other equipment necessary or desirable for the transmission and distribution of electricity).

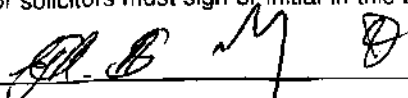
3. Sewage Conveyance

3.1 The right to:

- (a) drain sewage in any quantities in, under and along the Access Lot from the Dominant Tenement;
- (b) lay, construct, alter, cleanse, extend, repair, maintain, remove and replace any pipes, concrete or other conduits, manholes, valves, surface boxes or other plant or sewage drainage systems on the Access Lot.

- 3.2 The rights attaching to the right to drain sewage set out in clause 5 in Schedule 4 of the Land Transfer Regulations 2002.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement Instrument

Dated 26 February 2004

Page 6 of 8 pages

(Continue in additional Annexure Schedule, if required.)

4. Water Conveyance

- 4.1 The right to convey water in, under and along the Access Lot together with the full free uninterrupted and unrestricted right from time to time and at all times to take, convey and lead water in a free and unimpeded flow and in any quantity across the Access Lot together with the additional rights attaching to the rights to convey and the right to drain water set out in clauses 3 and 4 in Schedule 4 of the Land Transfer Regulations 2002.

5. Telecommunications

5.1 The right to:


- (a) lay and maintain in and under the soil of the Access Lot or as the case may be erect, construct and maintain on, over and under the Access Lot, any telecommunications and computer media line, lines or works;
- (b) to use the line, lines or works for the purpose of telecommunications and computer media without interruption or impediment (except during any periods of inspection, repair, renewal, replacement or alteration).

6. Incidental Rights and Obligations Common to all Permitted Uses

6.1 The full free and unrestricted right to:

- (a) enter and re-enter on the Access Lot on foot or by any reasonable mode of transport;
- (b) take on to the Access Lot all necessary tools, materials, machinery and equipment;
- (c) carry out on the Access Lot such works as are required for the exercise and enjoyment of the powers and authorities hereby granted and to remain on the Access Lot for that purpose **PROVIDED THAT** such works shall be undertaken as quickly as possible and with minimum of inconvenience to the Grantees.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



Annexure Schedule

Insert below:-

"Mortgage", "Transfer", "Lease" etc.

Easement Instrument

dated

26 February 2004

page

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pages

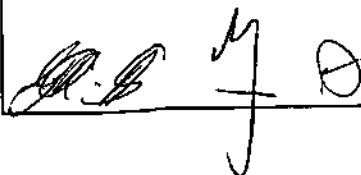
6.2 On completion of any work which required the opening up of the surface of the Access Lot, the party undertaking the work shall restore the surface of the Access Lot as nearly as possible to its former condition and replace the soil at the surface and turf (if any).

6.3 The right of ingress egress or regress across the Access Lot.

Schedule D – Maintenance Proportions

CT No.	Proportion (%)
138087	60%
138088	40%

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



ANNEXURE SCHEDULE – CONSENT FORM
Land Transfer Act 1952 section 238(2)

* *Easement Instrument*

26 February 2004

Page *8* of *8* pages

* *Insert type of instrument.*

Person giving consent

Surname must be underlined or in CAPITALS

Capacity and interest of Person giving consent

(eg. Caveator under Caveat no.)

BACK BAY LAND COMPANY LIMITED	Caveator under Caveat 5884359.1
-------------------------------	---------------------------------

Consent

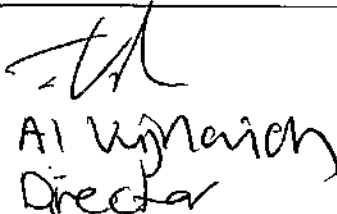
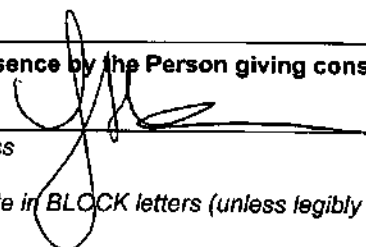
Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

Without prejudice to the rights and powers existing under the interest of the person giving consent,
the **Person giving consent hereby consents to:**
Registration of the within Access Lot Covenant.

Dated this *12th* day of *March* 2004

Attestation

 AI Wignarajah Director	Signed in my presence by the Person giving consent	
		
	Signature of witness	
	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness Name	
	Occupation	Lisa J. Heaven Legal Executive to Dyer Whitechurch & Bhanabhai Solicitors, Auckland
	Address	
Signature [common seal] of Person giving consent		

CONO 6859107.2 Cons

Cpy - 01/01, Pgs - 005, 10/06/06, 10:09



DocID: 312452819

IN THE MATTER

of the Resource Management Act 1991
("the Act")

AND

IN THE MATTER

of a subdivision consent as evidenced
by Land Transfer Plan No. 365063

AND

IN THE MATTER

of a Consent Notice issued pursuant to
Section 221 of the Act by
KAIPARA DISTRICT COUNCIL
("the Council")

I, ALAN JOHN McKERCHAR, Chief Executive for the Council HEREBY CERTIFY that the following conditions which are to be complied with by the Owner (as defined in the Act) on a continuing basis were imposed by the Council as a condition of approval for the subdivision of Lot 1 DP333700 CT138087 as affected by Land Transfer Plan No. 365063 ("the Plan") for which consent was granted under number RM030149 as amended by RM040145 and as varied by RM050246.

Conditions affecting Lots 1 to 30 of the subdivision:

1. The Owner of each Lot must:

- i. Construct stormwater soakage trenches on each lot in accordance with the specific details indicated in the Kea Consultants Ltd Report entitled "Stormwater Assessment of

Environmental Effects: Mangawhai Heads Land Development Subdivision" (dated August 2003) as further amended in accordance with the Kea Consultants Ltd. Drawing Nos. 2064-S1, Sheets 1-11, Issue 6 (dated October 2003), at the time of construction of buildings on the said Lots;

- ii. Provide for all rainwater tank overflows and other concentrated sources of stormwater to be directed to these soakage trenches; and
 - iii. Provide for ongoing maintenance of the soakage trenches to ensure effective continuing operation.
2. The Owner of each Lot must comply with a Geotechnical appraisal prepared by Soil and Rock Consultants, Geotechnical Engineers dated May 2003 in respect to the need for Geotechnical Investigation and Design. Where recommendations of Soil and Rock Consultants, Geotechnical Engineers dated May 2003 are for Specific Geotechnical Investigation and Design (Zone B), then Producer Statements are to be provided to the effect that building foundations have been designed and constructed to have an adequate factor of safety against failure.
3. The Owner of each Lot must comply with the Assessment of Environmental Effects (AEE) (dated August 2003), the "Landscape Visual Assessment", the "Landscape Design Guidelines" and the "Architectural Design Guidelines" for "The Heads" prepared by D. J. Scott and Associates (dated August 2003), and require compliance with those reports such that:
- i. Buildings shall only be constructed on those areas not included in the land covenant areas shown in the copy of the Harrison Grierson Consultant Land Transfer Plans referred to as drawing 2230-120766-01 dated October 2005 and as submitted with the application of October 2005 to change conditions.
 - ii. All buildings on Lots 1-30 shall be designed and constructed having regard to the Architectural Design Guidelines prepared by D. J. Scott and Associates and included as Appendix 8 to the AEE.
 - iii. That buildings on Lots 5, 6, 10-12, 14, 17-22 and to be designed and constructed having regard to the architectural guidelines prepared by Jo Hill (architect) included in figures 14-16 respectively of the AEE and so that the vertical distance between the highest point on the building at any point and the natural ground level at any point shall

not exceed 5.0m, provided that for the purposes of this condition, 'Height' means the vertical distance between the highest point on the building at any point and the natural ground level at that point, but excluding aerials and chimneys provided that such structures do not exceed a height of 3m above the maximum permitted height.

- iv. All proposals for building and site development shall be submitted for approval to the Kaipara District Council prior to making an application for building consent.
4. Notwithstanding the specific limitations on the height and location of buildings set out in the conditions of this subdivision, the Kaipara District Plan sets out rules in relation to permitted activities for building development that must be complied with or a resource consent obtained. This includes in particular the requirement to obtain a resource consent for all development above the 60-metre contour line identified on the Planning Maps forming part of the Kaipara District Plan.
5. The Owner of each Lot must comply with the following conditions in respect to all buildings on all lots within the subdivision:
 - i. Use only roof claddings made of steel (corrugated or tray) cedar shingles, slate, tiles or other such materials which are consistent with the restriction in roof colours referred to in the following clause.
 - ii. Use only roof colours comprising dark recessive hues and of low reflectivity. All steel roofing shall be painted or otherwise colour treated and shall exclude zincalume, galvalume and other similar matt-finish, untreated and unpainted iron or aluminium products. Acceptable colour steel hues shall be limited to Ironsand, Grey Friars, New Denim Blue and Karaka Green (Resene NZ colours). No other colours shall be permitted.
 - iii. Use only wall materials in recessive timber, smooth plaster or stone. If smooth plaster is used then a dark resin shall be added. Wall colours are to be natural and recessive (in materials stated above) or in the range of browns, tussock, greys or natural greens. Walls are to be continuous on one cladding from ground to roof.
 - iv. Use only timber, steel or aluminium joinery and joinery colours (other than timber) shall match roof, gutter and spouting colours.
 - v. Use the same external material on all buildings and structures within any given lot so

that all ancillary buildings shall have the same external materials and colours as the dwelling house on that lot.

- vi. Any vegetation clearance within the building clearance platforms shall be restricted to a minimum necessary to construct a dwelling and related motor vehicle access, manoeuvring space and firebreaks.

6. Attention of the Owners and prospective purchasers is drawn to the following requirements which are to be complied with by each Owner:

- i. An Owner must be a shareholder or member of the registered company or other corporate body formed to operate, maintain and administer all matters associated with the communal wastewater treatment and disposal system, the communal stormwater control system for stormwater runoff from all roading proposed for the subdivision (including the stormwater detention ponds), the maintenance of the roading within the subdivision including the currently unformed legal road on the ridgeline, and the maintenance of the registered conservation covenant area of existing native bush and proposed future revegetation planting on the land in the Plan.
- ii. On the community sewerage scheme planned by the Council becoming available each Owner must abandon the communal wastewater treatment plan (excluding each of the individual onsite septic tanks located on each lot and associated effluent reticulation) and the main effluent collector pipe will be required to be connected to the community sewerage scheme planned by the Council for Mangawhai ("EcoCare"). All current and relevant requirements of the Kaipara District Council with respect to connection to the community sewerage scheme including the payment of any development contribution, connection fee or any other charge shall be complied with by the Owner. It is noted with respect to calculation of applicable charges, that each individual lot will be assessed as a "future lot" in accordance with the EcoCare Statement of Proposal.

The management company is to oversee ongoing maintenance of the individual onsite septic tanks and effluent reticulation pipelines to the point of connection to the community sewerage scheme. For the purposes of clarification, the point of connection to the community sewerage scheme shall be the point at which all downstream

reticulation is at least 150mm in diameter.

- iii. Each Owner must ensure that septic tanks and plumbing fixtures are to be supplied and installed to each lot in accordance with the standards defined by the registered company or other corporate body responsible for ongoing management of the communal sewerage scheme.
 - iv. Each Owner is required to enter into an ongoing contract for the maintenance of the septic tanks with an organisation to the approval of the registered company or other corporate body responsible for ongoing management of the communal sewerage scheme.
 - v. In the absence of a registered company or other corporate body the Owners jointly and severally must comply with the requirements of this clause 6.
7. Attention of the Owners and prospective purchasers is drawn to the following requirements in respect of Lot 32 which are to be complied with by each Owner:
- i. The use of Lot 32 is restricted to vehicle access, parking, wastewater treatment and disposal, common community recreational and amenity activities, and conservation purposes; and
 - ii. The use of Lot 32 for residential purposes is prohibited.

Dated at Dargaville this 3rd day of May 2006.

Signed by the said ALAN JOHN McKERCHAR, Chief Executive for the KAIPARA DISTRICT COUNCIL

A. J. McKerchar



Approved by Registrar-General of Land under No. 2002/6055
Easement instrument to grant easement or *profit à prendre*, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

NORTH AUCKLAND



EI 5980277.3 Easement I

Cpy - 01/01, Pgs - 008, 26/04/04, 09:05



DocID: 311382461

Grantor

Surname(s) must

Samsudin ALISPAHIC and Gabriel Pearl ALISPAHIC

Grantee

Surname(s) must be underlined or in CAPITALS.



Samsudin ALISPAHIC and Gabriel Pearl ALISPAHIC



Grant* of easement or *profit à prendre* or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).


Dated this 20 day of April 2004

Attestation

	Signed in my presence by the Grantor 
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation: R.D. DRUSKOVICH Solicitor Address: Auckland
Signature [common seal] of Grantor	

	Signed in my presence by the Grantee 
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation: R.D. DRUSKOVICH Solicitor Address: Auckland
Signature [common seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

3 pages

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Restrictive Covenants	Lot 1 DP333700	138087	138087, 138088

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Dated

21/04/04

Page

2 of 7 pages

(Continue in additional Annexure Schedule, if required.)

The Grantor for itself and its successors in title in Certificates of Title 138087 (North Auckland Registry) hereby covenants and agrees with itself as Grantee for itself and its successors in title that the following covenants will bind all the land currently contained in Certificate of Title 138087 or any future subdivision of that title and that those covenants may be enforced by all or any of the owners of the land currently contained in Certificates of title 138087 and 138088 or any future subdivision of those titles.

Covenants:

1. Definitions and Interpretation

1.1 In this Instrument

"Access Lots" means all roads and access roadways providing access to the New Lots whether a private road or paper road including Lot 3.

"Grantee" means the registered proprietors from time to time of Certificates of Title 138087 and 138088 (North Auckland Registry);

"Grantor" means the registered proprietors from time to time of Certificate of Title 138087 (North Auckland Registry);

"Instrument" means this easement instrument;

"Lot 1" means Lot 1 Deposited Plan 333700 Certificate of Title 138087 or any title created from a subdivision of that title;

"Lot 2" means Lot 2 Deposited Plan 333700 Certificate of Title 138088 or any title created from a subdivision of that title;

"Lot 3" means Lot 3 Deposited Plan 333700 providing access to Lot 1 and Lot 2;

"Management Company" means the company appointed pursuant to clause 3 of this Instrument;

"New Lot" means any title created from a subdivision of Lot 1 (North Auckland Registry);


"Property Manager" means the appointee of The Heads pursuant to clause 4 of this Instrument;

"The Heads" means The Heads Limited at Auckland but not its successors in title;

1.2 Interpretation

- (a) In this Instrument words and expressions denoting the singular shall include the plural;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



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Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Dated

21/04/04

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(Continue in additional Annexure Schedule, if required.)

- (b) The Grantor and the Grantee include the successors and assigns of the Grantor and Grantee;
- (c) The covenants set out in this Instrument shall cease to bind the Grantor when they cease to hold a fee simple estate in the Land, but without prejudice to their liability for any breach of covenant under this Instrument arising before they cease to hold that estate;
- (d) The Grantee shall not be required to or obliged to enforce all or any of the covenants contained in this Instrument, nor be liable to the Grantor for any breach.

2. Building Covenants

2.1 The Grantor shall:

- (a) Not erect or place or permit to be erected or placed on Lot 1 any dwelling house the cost of which in materials and labour alone is less than \$250,000.00 adjusted by the percentage increase in the Consumer Price Index (Housing Group) between 1 November 2003 and the quarterly index date immediately before commencement of construction.
- (b) Not use Lot 1 for any purpose other than residential;
- (c) Without prejudice to the generality of the foregoing, not to place or erect on Lot 1 any building other than a new building excepting temporary structures required in connection with the erection of approved permanent buildings and which will be removed upon completion of those permanent buildings. Buildings may be relocated on Lot 1 provided written consent is obtained from The Heads or the Management Company.
- (d) Use only roof claddings made of steel (corrugated or tray) cedar shingles, slate, tiles or other such materials which are consistent with the restriction on roof colours referred to in the following clause.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



2

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Dated

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pages

(Continue in additional Annexure Schedule, if required.)

- (e) Use only roof colours comprising dark recessive hues and of low reflectivity. All steel roofing shall be painted or otherwise colour treated and shall exclude zincalume, galfan and other similar matt-finish, untreated and unpainted iron or aluminium products. Acceptable colour steel hues shall be limited to Ironsand, Grey Friars, New Denim Blue and Karaka Green (Resene NZ colours). No other colours shall be permitted.
- (f) Use only wall materials in recessive timber, smooth plaster or stone. If smooth plaster is used then a dark resin shall be added. Wall colours are to be natural and recessive (in materials stated above) or in the range of browns, tussock, greys or natural greens. Walls are to be continuous on one cladding from ground to roof.
- (g) Use only timber, steel or aluminium joinery and joinery colours (other than timber) that match roof, gutter and spouting colours.
- (h) Use the same external material on all buildings and structures within any New Lot so that all ancillary buildings shall have the same external materials and colours as the dwelling house on that Lot.
- (i) Place all structures within the designated building platforms. Any vegetation clearance within the building clearance platforms shall be restricted to a minimum necessary to construct a dwelling and related motor vehicle access, manoeuvring space and firebreaks.
- (j) Not place any relocatable buildings on Lot 1.
- (k) Not permit or suffer any building in the course of erection to be left without substantial work being carried out thereon for a period exceeding three months and not delay or permit the delaying of completion or construction of any such building longer than nine months from the date of commencement of work.
- (l) Not permit Lot 1 to be occupied or used for a dwelling house for temporary or permanent residential purposes (including holidays) by the erection of temporary structures or the placing thereon of tents, caravans or vehicles.
- (m) Not to erect any improvements on the area on Lot 1 designated for a drainage easement and to only seal such areas with a porous type paving or turf block specified and approved in writing by The Heads or the Management Company.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

3

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Dated

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(Continue in additional Annexure Schedule, if required.)

- (n) Not permit or suffer any rubbish to accumulate or be placed upon Lot 1 including derelict vehicles, building materials and inorganic items or allow any excessive growth of grass so that the same shall become odorous or unsightly.
- (o) Not after receipt of written notice from the Grantee, The Heads or the Management Company proceed further with nor permit to remain on Lot 1, any building structure or improvement erected or repaired or completed in breach or non observance of the covenants hereinbefore set out.
- (p) Not to commence erection or construction or permit or suffer to be erected or constructed any buildings or other improvements on Lot 1 including fences without having first obtained the written approval of The Heads to the Transferee's plans and specifications and exterior design and appearance of the Transferee's proposed new building or other improvements to Lot 1, including landscaping and the written approval of the Heads to the Transferee's nominated builder(s), and following such approvals, will not make any change to the plans and specifications or to the exterior design or appearance of the new buildings or other improvements, or the builder, without first obtaining a further approval from The Heads.
- 2.2 Any consents from The Heads required herein shall not be unreasonably withheld. The Heads may delegate (revocably or irrevocably) any powers under this clause to the Management Company.

3. Management Company

3.1 Subject to clause 3.4 should Lot 1 be subdivided into 3 or more New Lots, The Heads will incorporate the Management Company for the following purposes:

- (a) (i) The maintenance of the Access Lots and all improvements situated thereon with the intent that no obligation shall fall on the Kaipara District Council or The Heads for the upkeep of the said Access Lots;
- (ii) The maintenance of any street lighting on the Access Lots;
- (iii) The operation of the wastewater and stormwater systems of the New Lots;
- (iv) To make such rules as it deems proper concerning the use and maintenance of the Access Lots provided that in relation to Lot 3, those rules shall not bind the registered proprietors of Lot 2;

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Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Dated

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(Continue in additional Annexure Schedule, if required.)

- (v) To make such rules as it deems proper concerning the use and maintenance of common facilities serving the New Lots including a tennis court and club house;
 - (vi) To carry out and enforce all duties of the Management Company as set out in the covenants and Consent Notices pursuant to the Resource Consent for the subdivision of Lot 1 and/or in the Constitution of the Management Company ;
 - (vii) Doing or arranging to be done anything which in the reasonable opinion of the Management Company is necessary in order to ensure the proper and orderly management of the New Lots.
- (b) paying any levy assessed for the implementation of any security measures and for the maintenance of the access way on Lot 3, whether they are using it or not, on time and without set off or deduction to the Management Company or its duly appointed representative;
- (c) use plant and equipment supplied by Innoflow Technologies Limited in all waste disposal systems including the installation of septic tanks unless otherwise approved in writing by the Transferor or the Management Company.
- 3.2 The Management Company shall be elected on an annual basis by the owners or occupiers of Lot 1, who shall be entitled to receive written notice of any such meeting. Each New Lot carries one vote and the members of the Management Company shall be elected by a simple majority. The quorum necessary for the transaction of the business of the Management Company shall be two and if the number of Management Company members is reduced below two, the remaining number may act for the sole purpose of increasing the number of members to that number. The Management Company shall meet for the conduct of its business and otherwise relegate its meetings and affairs in the Management Company's reasonable discretion.

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Annexure Schedule

Insert type of instrument

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Dated

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(Continue in additional Annexure Schedule, if required.)

- 3.3 If there is any breach or non-observance of any of the covenants contained in clauses 2 and 3.1, and without prejudice to any other liability which the Grantor may have to the Grantee or the Management Company, the Grantor shall upon written demand being made by the Grantee, The Heads or the Management Company forthwith remedy the breach or non-observance of the covenant. If the Grantor fails to remedy the breach or non-observance of the covenant, as liquidated damages the Grantor shall pay the sum of \$20 (adjusted annually from 1 January 2004 by the percentage adjustment in the Consumer Price Index (All Groups) published by the Department of Statistics or other responsible agency for the 12 months ending on 31 December of each prior year) per day for each day the Grantor is in breach until the breach or non-observance is remedied and the Grantee, The Heads or the Management Company shall be entitled to lodge a caveat against the Grantor's certificate of title recording the breach of covenant.

4. Property Manager

- 4.1 So as to ensure proper and orderly management of the facilities on Lot 1 during the initial stages of any subdivision of Certificate of Title 138087, The Heads shall appoint a Property Manager for the purpose of carrying out the functions of the Management Company. The Property Manager's term of appointment shall be the lesser period of:
- (a) three years from the date of registration of this Instrument; or
 - (b) the date The Heads ceases to be a registered proprietor of any part of Lot 1.
- 4.2 The Heads shall have the power to remove the appointee and appoint a new appointee to the office of Property Manager on as many occasions as The Heads deems necessary.
- 4.3 Notwithstanding anything contained in this Instrument, during the Property Manager's period of appointment, all the rights, powers and authorities of the Management Company shall be solely vested in the Property Manager, and the owners of Lot 1 shall have no ability to meet and elect the members of the Management Company.
- 4.4 The Property Manager shall be entitled to receive a reasonable fee for the Property Manager's services, such fee to be agreed between The Heads and the Property Manager from time to time. The Property Manager's fee shall be paid by the owners of Lot 1 in the same manner as an expense assessed by the Management Company.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Approved by Registrar-General of Land under No. 2002/6055
Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 19

Land registration district

NORTH AUCKLAND



EI 6859107.14 Easeme

Cpy - 01/01, Pgs - 016, 10/06/06, 10:03



DocID: 312482796

Grantor

Surname(s) must be underlined or in CAPITALS.

THE HEADS LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

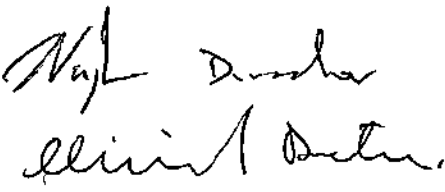
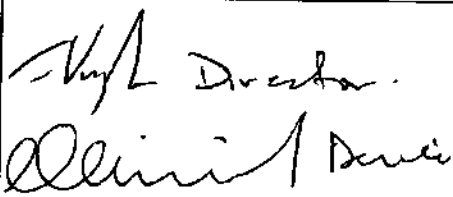
THE HEADS LIMITED

Grant* of easement or profit à prendre or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 21st day of April 2006

Attestation

	Signed in my presence by the Grantor
	Signature of witness
Signature [common seal] of Grantor	Witness to complete in BLOCK letters (unless legibly printed) Witness name
	Occupation
	Address
	Signed in my presence by the Grantee
	Signature of witness
Signature [common seal] of Grantee	Witness to complete in BLOCK letters (unless legibly printed) Witness name
	Occupation
	Address

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY



Easement instrument

Dated 21st April 2006

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Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land Covenants	Lots 1 to 31 (inclusive) DP365063 Lots 33 & 34 DP365063	263992 to 264022 (inclusive) 264024, 264025	263992 to 264022 (inclusive) 264024, 264025
Fencing Covenant in Clause 5	Lots 1 to 31 (inclusive) DP365063 Lots 33 & 34 DP365063	263992 to 264022 (inclusive) 264024, 264025	263992 to 264022 (inclusive) 264024, 264025

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Delete phrases in [] and insert memorandum number as required.
 Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~[varied]~~ ~~[negative]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[the provisions set out in Annexure Schedule 2].~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required.
 Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule 2].~~

Annexure Schedule 2

All signing parties and either their witnesses or solicitors must sign or initial in this box

NW *NW*

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

21st April 2006

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(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

The Grantor for itself and its successors in title in Certificates of Title 263992 to 264025 (inclusive) (North Auckland Registry) hereby covenants and agrees with itself as Grantee for itself and its successors in title that the following covenants will bind all the land currently contained in Certificates of Title 263992 to 264025 (inclusive) or any further subdivision of those titles and that those covenants may be enforced by all or any of the owners of the land currently contained in Certificates of Title 263992 to 264025 (inclusive) or any future subdivision of those titles.

Covenants:**1. Definitions and Interpretation****1.1 In this Instrument**

"Access Lots" mean Lot 3 on Deposited Plan 333700 and Lots 101, 103, 104 and 105 being part of a subdivision of Lot 1 Deposited Plan 333700

"Business" means the business of the Company as set out in the Constitution of the Company

"Company" and "Management Company" means Mangawhai Heads Management Limited.

"Company Rules" means any rules made by the Company pursuant to the Constitution

"Constitution" means the constitution of the Company

"Contribution" and "Contributions" means any contributions to be made in accordance with the Constitution

"Development" means the subdivision comprising Lots 1-34, 101 and 103-105 being a subdivision of Lot 1 Deposited Plan 333700

"Consent Notice" means a notice to be registered against all or some of the Lots pursuant to Section 221 of the Resource Management Act 1991 in terms of the Resource Consent

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

"Lot 1" means Lot 1 Deposited Plan 333700 Certificate of Title 138087 or any title created from a subdivision of that title

"Lot" and "Lots" means all or any of Lots 1-34, 101 and 103-105 being a subdivision of Lot 1 Deposited Plan 333700

"Resource Consent" means the Resource Consent granted by the Kaipara District Council for the Development referenced RM 040311 and RM 030149 as amended by RM 040145 and as varied by RM 050246 and as may be further amended or varied in the future.

"Share" and "Shares" means the shares in the Company

"Shareholder" means the owner of a Share in the Company

"Shareholders" means the owners of all the Shares in the Company

"Wastewater Scheme" means the scheme to be established in terms of the Resource Consent for the operation, maintenance and administration of the communal wastewater treatment and disposal system for the Development

1.2 Interpretation

- (a) Clause headings appear as a matter of convenience and shall not affect the construction of this instrument.
- (b) In this instrument where the context requires or permits:-
 - (i) The plural number includes the singular number and vice versa.
 - (ii) The masculine gender includes the feminine gender and vice versa.
 - (iii) Reference to a person shall include a company and vice versa.
- (c) The Grantor and the Grantee include the successors and assigns of the Grantor and Grantee.
- (d) The covenants set out in this Instrument shall cease to bind the Grantor when they cease to hold a fee simple estate in the Land, but without prejudice to their liability for any breach of covenant under this Instrument arising before they cease to hold that estate.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

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(Continue in additional Annexure Schedule, if required.)

- (e) The Grantee shall not be required to or obliged to enforce all or any of the covenants contained in this Instrument, nor be liable to the Grantor for any breach.

2. Wastewater Scheme

2.1 Installation of Wastewater Scheme

- (a) The Grantor will install the Wastewater Scheme.
- (b) The Wastewater Scheme shall serve each Lot to discharge wastewater.
- (c) The registered proprietors of each Lot shall be entitled to discharge wastewater through the Wastewater Scheme. Such registered proprietors will install an Innoflow Technologies Limited septic tank.
- (d) No warranty as to the availability and uninterrupted discharge of wastewater or the suitability of the Wastewater Scheme is given or shall be implied on behalf of the Grantor.

2.2 Rights of the Parties

- (a) The registered proprietors of the Lots shall have the following rights:
- (i) The right to service and maintain the said Wastewater Scheme; and
- (ii) The full uninterrupted and unrestricted right liberty and privilege for themselves their tenants servants agents and workmen with any tools implements machinery vehicles or equipment of whatsoever nature necessary for the purpose to enter upon the Grantor's or the Grantee's land and to remain there for any reasonable time for the purpose of maintaining, servicing and/or renewing the Wastewater Scheme or any part thereof and of the opening up the soil of that land to such extent as may be necessary and reasonable in that regard subject to the condition that as little disturbance as possible is caused to the surface of the land of the Grantor or Grantee and that the surface is restored as nearly as possible to its original condition and any other damage done by reason of the aforesaid operations is repaired.

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Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated

21st April 2006

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(Continue in additional Annexure Schedule, if required.)

2.3 Obligations of the Parties

- (a) The registered proprietors of the Lots subject to this Easement shall:
- (i) Discharge wastewater through the Wastewater Scheme for the benefit of each separate Lot for domestic purposes only.
 - (ii) Service and maintain the Wastewater Scheme in accordance with the provisions of clauses 2.3(b), 2.4 and 2.5.
 - (iii) Pay upon demand once connected to the Wastewater Scheme an equal share of the costs of servicing, maintaining and operating the Wastewater Scheme in accordance with the provisions of clauses 2.3(b), 2.4 and 2.5.
 - (iv) Where any damage to the Wastewater Scheme or any part of it is caused by the action, neglect or default of one of the parties hereto their agents invitees or assignees then that party or those parties shall bear the costs of remedying such damage.
- (b) The owners of the Lots shall not raise or lodge any objection or submission to any application to any relevant authority having jurisdiction in respect of such matters in connection with the Wastewater.

2.4 Maintenance of Wastewater Scheme

- (a) Subject to clause 2.3(iii) and 2.3 (iv) the registered proprietor of each Lot shall be responsible for paying for an equal share of the costs of maintaining and servicing the Wastewater Scheme. For the purposes of this clause and clause 2.3, joint registered proprietors of a Lot shall be deemed to be one registered proprietor.

2.5. Operating Costs of Wastewater Scheme

- (a) Subject to clause 2.3(iii) and clause 2.4 hereof the cost of electricity or any other means used to operate or fuel the operation of the pump or other mechanism serving the Wastewater Scheme plus provision for maintenance including establishing a sinking fund and upgrading and any other operating costs shall be divided equally amongst the registered proprietors of the Lots.
- (b) All users of the Wastewater Scheme shall share equally the costs referred to in clauses 2.4 and 2.5(a) hereof.

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Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Agreement

Dated 21st April 2006

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(Continue in additional Annexure Schedule, if required.)

2.6 The Grantor Responsible for Operation

- (a) In order to ensure the efficient and orderly operation and maintenance of the Wastewater Scheme the Grantor shall:
 - (i) Ensure that all permits and consents required for the Wastewater Scheme are obtained and kept current;
 - (ii) Arrange for all necessary maintenance of and repairs to the Wastewater Scheme including electric pumps and electricity supply, and the underground reticulation and improvements and alterations that may from time to time be made thereto to ensure the continued operation of the Wastewater Scheme from the electric pumps to the Lots;
 - (iii) Receive and arrange payment of all electricity charges and other payments necessary to ensure the discharge of wastewater and stormwater;
 - (iv) Maintain a separate bank account for all receipts and payments relating to the operation and maintenance of the Wastewater Scheme; and
 - (v) Regularly invoice the Grantee to contribute to the operating and maintenance cost of the Wastewater Scheme for his share of such costs incurred.
- (b) For the purposes of this clause the Grantor may require the Grantee to pay by bank automatic payment or otherwise into the said bank account a regular payment on account of maintenance and operating costs to be incurred by him pursuant to this clause including a payment into a sinking fund, and all such moneys shall be applied in payment of such costs.
- (c) The Grantor may assign the obligations referred to in this clause to the Management Company which shall be responsible for the administration, repair and upkeep of the Wastewater Scheme.

2.7.1 Council Supply of Wastewater Scheme

Upon a wastewater scheme being provided by the Kaipara District Council (the Council Supply) to the Development:

- (a) The registered proprietors of all of the Lots shall within three months of the Council Supply becoming available, connect to the Council Supply at their own cost. The registered proprietors of the Lots shall also be responsible for the payment to the Council of any headworks fee assessed by the Council as being fair and reasonable in respect of such connection to the Council Supply.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

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Annexure Schedule

Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

EasementDated 21st April 2006 Page 7 of 5 pages

(Continue in additional Annexure Schedule, if required.)

- (b) The communal wastewater treatment plant (excluding each of the individual on site septic tanks located on each lot and associated effluent reticulation) will be abandoned and the main effluent collector pipe will be required to be connected to the Council Supply. All current and relevant requirements of the Kaipara District Council with respect to connection to the Council Supply including the payment of any development contribution, connection fee or any other charge shall be complied with. It is noted with respect to calculation of applicable charges, that each individual Lot will be assessed as a "future lot" in accordance with the Kaipara District Council EcoCare Statement of Proposal.

2.7.2 Communal Scheme

- (a) Each Lot owner is required to be a shareholder of the Management Company formed to operate, maintain and administer all matters associated with the communal wastewater treatment and disposal system, the communal stormwater control system for stormwater runoff from all roading proposed for the Development (including the stormwater detentions ponds), the maintenance of the roading within the Development including the currently unformed legal road on the ridgeline, and the maintenance of the registered conservation covenant area of existing native bush and proposed future revegetation planting on the Development.
- (b) The Management Company is required to oversee ongoing maintenance of the individual on-site septic tanks and effluent reticulation pipelines to the point of connection to the community sewerage scheme. For the purposes of clarification, the point of connection to the community sewerage scheme shall be the point at which all downstream reticulation is at least 150 mm in diameter.
- (c) Septic tanks and plumbing fixtures are to be supplied and installed to each Lot in accordance with the standards defined by the Management Company responsible for the ongoing management of the communal sewerage scheme.
- (d) Each Lot owner is required to enter into an ongoing contract for the maintenance of the septic tanks with an organisation to the approval of the Management Company responsible for the ongoing management of the communal sewerage scheme.

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Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

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2.8 Default

- (a) No power is implied in respect of any covenant contained herein for any party to determine the covenant for any breach of any provisions in this Instrument (whether expressed or implied) or for any other cause, it being the intention of the parties that the covenants in this instrument shall subsist for all time until surrendered.
- (b) If any party ("the defaulting party") neglects or refuses to perform or join with any other party in performing any obligation pursuant to this instrument the following provisions shall apply:
 - (i) Any other party ("the affected party") may serve upon the defaulting party a written notice ("default notice") requiring the defaulting party to perform or to join in performing such obligation and stating that after the expiry of not less than fourteen days from service of the default notice the provisions of this default clause shall apply.
 - (ii) If at the expiry of the period stated in the default notice the defaulting party still neglects or refuses to perform or join in performing the obligation the affected party may do any or all of the following:
 - (i) Perform such obligation.
 - (ii) Take such reasonable steps as may be necessary to disconnect the land owned by the defaulting party from the Wastewater Scheme.
 - (iii) Enter on to the land owned by the defaulting party or any other land subject to this Easement and carry out all work required to perform such obligation and/or disconnect the land owned by the defaulting party from the Wastewater Scheme.
 - (iii) The defaulting party shall be liable to pay to the affected party:
 - (i) All costs of and incidental to the preparation and service of the default notice.
 - (ii) All costs of and incidental to any such disconnection.
 - (iii) The proportion of all costs incurred in performing such obligation as is properly payable by the defaulting party pursuant to this instrument.

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Annexure Schedule



Insert type of Instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated 21st April 2006 Page 9 of 15 pages

(Continue in additional Annexure Schedule, if required.)

- (iv) The affected party may recover from the defaulting party as a liquidated debt any moneys payable pursuant to this clause.
- (v) If the Wastewater Scheme to the land owned by the defaulting party is disconnected pursuant to this clause, the defaulting party may not reconnect or have reconnected to the Wastewater Scheme until the defaulting party has performed all outstanding obligations and has paid in full any moneys payable pursuant to this clause.

3. Building Covenants

3.1 To conserve and enhance the character quality and amenity values of the Servient Lots. The Grantor covenants as follows:

- (a) Not to commence erection construction or permit or attempt to erect any buildings or improvements to the property, including fences, without having obtained first the written approval of the Grantee and the Kaipara District Council to the Grantor's plans and specification and exterior design and appearance of the Grantor's proposed new dwelling or other improvements to the land including landscaping in accordance with the terms and conditions of any Resource Consent issued by the Kaipara District Council.
- (b) The Grantor shall:
 - (i) Not use the Lot for any purpose other than residential.
 - (ii) Not erect or place or permit to be erected or placed on Lot 1 any dwelling house the cost of which in materials and labour alone is less than \$250,000 adjusted by the percentage increase in the Consumer Price index (Housing Group) between 1 November 2005 and the quarterly index date immediately before commencement of construction.
 - (iii) Without prejudice to the generality of the foregoing, not to place or erect on the Lot any building other than a new building excepting temporary structures required in connection with the erection of approved permanent buildings and which will be removed upon completion of those permanent buildings. Buildings may be relocated on the Lot provided written consent is obtained from the Grantee or the Management Company.
 - (iv) Use only roof claddings made of steel (corrugated or tray) cedar shingles, slate, steel or other such materials which are consistent with the restriction on roof colours referred to in the following clause.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

[Signature]

[Signature]

Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated 24 April 2006

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(Continue in additional Annexure Schedule, if required.)

- (v) Use only roof colours comprising dark recessive hues and of low reflectivity. All steel roofing shall be painted or otherwise colour treated and shall exclude zincalume, galfan and other similar matt-finish, untreated iron products. Acceptable colour steel hues shall be limited to Ironsand, Grey Friars, New Denim Blue and Karaka Green (Resene NZ colours). No other colours shall be permitted.
- (vi) Use only wall materials in recessive timber, smooth plaster or stone. If smooth plaster is used then a dark resin shall be added. Wall colours are to be natural and recessive (in materials stated above) or in the range of browns, tussock, greys or natural greens. Walls are to be continuous on one cladding from ground to roof.
- (vii) Use only timber, steel or aluminium joiners and joiner colours (other than timber) shall match roof, gutter and spouting colours.
- (viii) Use the same external material on all buildings and structures within any given lot so that all ancillary buildings shall have the same external materials and colours as the dwelling house on that Lot.
- (ix) Place all structures within the designated building platforms.
- (x) Not place any relocatable buildings on any Lot.
- (xi) Not permit or suffer any building in the course of erection to be left without substantial work being carried out thereon for a period exceeding three months and not delay or permit the delaying of completion or construction of any such building longer than nine months from the date of commencement of work.
- (xii) Not permit the Lot to be occupied or used for a dwelling house or temporary or permanent residential purposes (including holidays) by the erection of temporary structures or the placing thereon of tents, caravans or vehicles.
- (xiii) Not to erect any improvements on the area on the Lot designated for a drainage easement and to only seal such areas with a porous type paving or turf block specified and approved in writing by the Grantee.
- (xiv) Not permit or suffer any rubbish to accumulate or be placed upon the Lot including derelict vehicles, building materials and inorganic items or allow any excessive growth of grass so that the same shall become odorous or unsightly.

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Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated 21st April 2006 Page 11 of 15 pages

(Continue in additional Annexure Schedule, if required.)

- (xv) Not after receipt of written notice from the Grantee or the Management Company proceed further with nor permit to remain on the Lot, any building structure or improvement erected or repaired or completed in breach or non observance of the covenants hereinbefore set out.
- (xvi) Ensure that buildings on Lots 5, 6, 10-12, 14, 17-22 and 31, 33 & 34 be designed and constructed having regard to the architectural guidelines prepared by Jo Hill (architect) included in figures 14-16 respectively of the Assessment of Environmental Effects and so that the vertical distance between the highest point on the building at any point and the natural ground level at any point shall not exceed 5.0 metres, provided that for the purposes of this condition, "Height" means the vertical distance between the highest point on the building at any point and the natural ground level at that point but excluding arials and chimneys provided that such structures do not exceed a height of 3m above the maximum permitted height.
- (c) In the event of a conflict between the provisions of these building covenants and the building covenants in Easement 5980277.3, the provisions of these covenants shall prevail.

3.2 Not to commence erection or construction or permit or suffer to be erected or constructed any buildings or other improvements on the Lot including fences without having first obtained the written approval of the Grantee to the Grantor's plans and specifications and exterior design and appearance of the Grantor's proposed new building or other improvements to property, including landscaping and the written approval of the Grantee to the Grantor's nominated builder(s), and following such approvals, will not make any change to the plans and specifications or to the exterior design or appearance of the new buildings or other improvements, or the builder, without first obtaining a further approval from the Grantor. The consents from the Grantee required herein shall not be unreasonably withheld. The Grantee may delegate (revocably or irrevocably) such power to the Management Company.

3.2.1 Not object or permit or suffer any agent or servant or any other representations howsoever to object nor support any objection to any present or future application made by the Grantee or on the Grantee's behalf or supported in part or in full by the Grantee to subdivide, develop or rezone any of the Grantee's land whether if adjoins the Grantors subdivision or not.

Not withhold consent to any approval dispensation or consent required in connection with any application for a resource consent or approval made or supported by the Grantee or on its behalf in connection with the Grantee's proposal to further subdivide or develop any of the Grantee's land.

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Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 21st April 2006 Page 12 of 15 pages

(Continue in additional Annexure Schedule, if required.)

3.2.2 Not to oppose the Grantee's interest in any appeals arising from any of the matters contained, mentioned or referred to in this clause.

4. Management Company

4.1 Mangawhai Heads Management Limited (the Management Company) has been incorporated to carry out the obligations of the Management Company as referred to in the Resource Consent including the following purposes:

(a) **Maintenance**

The maintenance and security of the Access Lots, the legal roads serving the Lots, Lot 32, the tennis court and pavilion and all improvements situated thereon.

(b) **Street lighting**

The maintenance of any street lighting on the Access Lots.

(c) **Wastewater & Stormwater**

The operation, maintenance and administration of the communal wastewater treatment and disposal system and the communal stormwater control system for the Development.

(d) **Conservation Covenant**

The maintenance of the registered conservation covenant area of existing native bush and proposed future re-vegetation planting on the Lots and ongoing obligations in terms of the Resource Consent.

(e) **Rules**

To make such rules as it deems proper to satisfy the conditions of the Resource Consent concerning the use maintenance and security of the Access Lots, the legal roads serving the Lots, Lot 32, the tennis court and pavilion and all improvements situated thereon.

(f) **Owners Manual**

To compile and distribute an owners information pack to the owners of all Lots providing information on the following matters:

- (i) House siting and controls on related earthworks;
- (ii) Utility services including maintenance of wastewater disposal systems;
- (iii) Bush areas and noxious plant control;
- (iv) Landscaping including species suited to the Lots;
- (v) Pasture and livestock management;
- (vi) Planting methods and maintenance;
- (vii) Measures to control plant and animal pests.

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Annexure Schedule



Insert type of instrument

"Mortgage", "Transfer", "Lease" etc

Easement

Dated 21st April 2006 Page 13 of 15 pages

(Continue in additional Annexure Schedule, if required.)

- (g) **Enforcement**
To carry out and enforce all duties of the Management Company as set out in its Constitution and in these Covenants.
- (h) **Insurance**
To obtain and maintain in effect policies of insurance that, in the opinion of the Board and the Management Company, are reasonably necessary or appropriate to carry out the Business including comprehensive public liability insurance cover.
- (i) **Rules and Bylaws**
To make, establish, promulgate, enforce and in its discretion, to amend or repeal such Company Rules as it deems proper, covering any and all aspects of its Business including the use and maintenance of the Lots, improvements and services referred to in Clause 3.1(a) - (b).
- (j) **Records**
To keep books and records of the Company's affairs (including a Register of Shareholders) and to make such books and records, together with current copies of the Company Rules available for inspection by the Shareholders, the mortgagees of any Lot, and insurers of any improvements or guarantors of any mortgage of any Lot upon request during normal business hours
- (k) **Security**
To provide for and construct and maintain facilities as the Company deems necessary for the security of the Access Lots and the Lots.
- (l) Each Lot owner is required to be a shareholder of the Management Company formed to operate, maintain and administer all matters associated with the communal wastewater treatment and disposal system, the communal stormwater control system for stormwater runoff from all roading proposed for the Development (including the stormwater detentions ponds), the maintenance of the roading within the Development including the currently unformed legal road on the ridgeline, and the maintenance of the registered conservation covenant area of existing native bush and proposed future revegetation planting on the Development.
- (m) The communal wastewater treatment plant (excluding each of the individual on site septic tanks located on each lot and associated effluent reticulation) will be abandoned and the main effluent collector pipe will be required to be connected to the Council Supply. All current and relevant requirements of the Kaipara District Council with respect to connection to the Council Scheme including the payment of any development contribution, connection fee or any other charge shall be complied with. It is noted with respect to calculation of applicable charges, that each individual Lot will be assessed as a "future lot" in accordance with the Kaipara District Council EcoCare Statement of Proposal.

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or solicitors must sign or Initial in this box.

[Signature]

[Signature]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

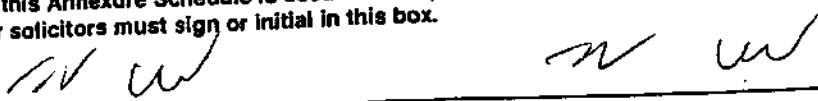
Easement

Dated 21st April 2008 Page 14 of 15 pages

(Continue in additional Annexure Schedule, if required.)

- (n) The Management Company is required to oversee ongoing maintenance of the individual on-site septic tanks and effluent reticulation pipelines to the point of connection to the community sewerage scheme. For the purposes of clarification, the point of connection to the community sewerage scheme shall be the point at which all downstream reticulation is at least 150 mm in diameter.
- (o) Septic tanks and plumbing fixtures are to be supplied and installed to each Lot in accordance with the standards defined by the Management Company responsible for the ongoing management of the communal sewerage scheme.
- (p) Each Lot owner is required to enter into an ongoing contract for the maintenance of the septic tanks with an organisation to the approval of the Management Company responsible for the ongoing management of the communal sewerage scheme.
- 4.2 The shareholding of the Management Company shall comprise thirty-three (33) shares, all initially to be owned by the Grantor who shall transfer one (1) such share to each Grantee upon settlement of the sale of the individual Lots comprising the Dominant Lots. The number of shares may be increased if further Lots are created so that each Lot will hold one share in the Management Company.
- 4.3 (a) The registered proprietor of each Lot covenants to execute a share transfer form transferring one share in the Management Company to any purchaser of the Lot and deliver the same to the Management Company. Shareholding in the Management Company shall be appurtenant to and shall run with the Lots. Shareholding in the Management Company may not be severed from the ownership of the Lots or in any way transferred pledged mortgaged or alienated except and together with the title to the Lots. If the Company is not or ceases to be incorporated, is liquidated, or is removed from the Register of Companies the registered proprietors of the Lots are jointly and severally liable to carry out the obligations of the Management Company as contained in the Resource Consent, this Instrument and the Consent Notice.
- (b) Any transferee from a registered proprietor shall be bound by the Constitution of the Management Company and shall when conveying title to the Lots concurrently execute a share transfer form of his share in the Management Company. Such transferee must notify any immediate transferee of the Lot of such transferee's obligation to take a transfer of the transferee's share in the Management Company and to be bound by the Constitution of the Management Company;

If this Annexure Schedule is used as an expansion of an Instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

21st April 2006

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of

5

pages

(Continue in additional Annexure Schedule, if required.)

- (c) That the registered proprietor of a Lot will together with all registered proprietors of the remaining Lots contribute to the establishment, maintenance and management costs of the Company and all other costs incurred by the Company in exercise of its functions including the use, operation, maintenance and security of the Access Lots and access ways, stormwater and wastewater systems and other matters referred to in the Resource Consent;
- (d) The Shareholders will ensure that the Company is not dissolved without the prior written consent of the Kaipara District Council; and
- (e) If the Company is removed from the Register of Companies that each Shareholder will ensure that an application to reinstate the Company is made and pursued without delay.
- 4.4 (a) The Grantor by entering into this instrument shall be deemed to covenant to pay to the Management Company such amounts as the Management Company may determine from time to time (called Contributions). All such Contributions shall be fixed, established and collected from time to time as determined by the Management Company from time to time.
- (b) Contributions levied by the Management Company shall be used exclusively for the purposes of ensuring appropriate funding for the Business of the Company.

5. Fencing Covenant

- 5.1 The Grantor covenants that it will not call upon the Grantee to pay for or contribute toward the cost of erection or maintenance of any boundary fence between the land herein and any adjoining land owned by the Grantee provided that this covenant will not endure for the benefit of any subsequent Grantees of such adjoining land.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

[Handwritten signatures and initials]

CONSERVATION COVENANT

(PURSUANT TO SECTION 77 OF
THE RESERVES ACT 1977)

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DocID: 312462800

DATED the 31st day of May 2006

BETWEEN: THE HEADS LIMITED (Called the
Covenantor).

AND: KAIPARA DISTRICT COUNCIL (Called
"the Council")

BACKGROUND:

- A. THE Covenantor is a registered as proprietor of an estate in fee simple in the land described in the Schedule to this covenant.
- B. THE Council is authorised by the Reserves Act 1977 (referred to as "the Act") to obtain conservation covenants in respect of any private land for the purpose of managing the said land so as to preserve the natural environment or the landscape amenity or wildlife or fresh water marine life habitat or historical value.
- C. THE Covenantor has agreed to Grant to the Council a conservation covenant for the purpose and intent of protecting and preserving certain areas of both native bush and proposed future revegetation planting on the land described in the Schedule.
- D. THE area of native bush and the proposed future revegetation planting in respect of which the covenant applies are those areas on Deposited Plan 365063 (called "the conservation areas" set out next to the Unique Identifiers in the Schedule) but shall not include any areas of land on proposed Lots 1-31, 33 and 34 of the subdivision covered by the building areas or land that will be utilised for vehicle access, parking, wastewater treatment and disposal, common community/amenity activities and domestic amenity areas (called "the conservation area")

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THE PARTIES AGREE:

1. **THE** Covenantor hereby grants to the council a conservation covenant which will forever bind the land described in the Schedule into whomever's hands the same may come (but not so as to render the Covenantor personally liable in damages for any breach of covenant committed in respect of the land after the Covenantor shall no longer be registered proprietor of the land).
2. **THE** parties covenant at all times to observe and perform their respective duties and obligations imposed in the restrictions, stipulations and agreements contained in this covenant.

THE COVENANTOR COVENANTS:

1. **THE** Covenantor shall preserve and protect the said conservation area. No act or thing shall be done or placed or permitted to be done or remain upon the land in the conservation areas which in the opinion of the Council materially alters the actual appearance or condition of the land or is prejudicial to the land as conservation areas.
2. **NO** native bush shall be modified, felled, removed or replaced by the other species or by a different mixture of species in the conservation area except with the previous written consent of the Council and such consent shall not unreasonably withheld if the Council is satisfied that the work is in accordance with the purpose specified in Clause C in the background, hereto, **PROVIDED THAT** the following may be undertaken without the Councils consent.
 - A) **THE** removal of dead or diseased trees.
 - B) **TREE** work carried out in accordance with sound arboricultural practice and which is necessary for the health and stability of the tree or the conservation area generally.
 - C) **REVEGETATION** planting as outlined in the "Assessment of Environmental Effects" Report.
3. **THE** Covenantor shall undertake the requirements of the "Assessment of Environmental Effects" Report, and the "Revegetation management Plan, for The Heads", dated August 2003 (attached herewith). These requirements are for the purpose of protecting and enhancing the ecological value of the conservation areas.



4. **THE** Covenantor shall not light nor permit to be lit any fire within the conservation area or on any adjacent land owned or occupied by the Covenantor or under the Covenantor's control when there may be a risk of fire spreading into the protected area.
5. **THE** Covenantor shall undertake plant pest control measures to ensure such plant pests do not prevent or significantly impair the growth of native seedlings, and shall seek to ensure that plant pest control measures do not adversely affect native species.
6. **THE** Covenantor shall undertake animal pest control measures in accordance with the local operative regional pest management strategy.
7. **THE** provisions of Section 77 and Sections 93 to 105 of the Reservations Act 1977 shall apply to this covenant.
8. **THE** Council, through its officers or agents, shall be permitted to enter at any reasonable time the conservation area, and any adjacent or nearby land in which the Covenantor has any interest, to determine whether the covenant is complied with.
9. **IF** at any time prior to the registration hereof by the Land Information New Zealand Registry, the Covenantor desires to sell or otherwise dispose of all or any part of the land such sale or disposition shall be made expressly subject to the restrictions, stipulations and agreements contained in this Conservation Covenant.
10. **THE** Council or Covenantor may at any time during the term of this covenant by mutual agreement, carry out any work, improvements, or take any action either jointly or individually or vary the terms of this covenant to ensure the more appropriate preservation of the conservation area **PROVIDED HOWEVER** such agreement is not contrary to the purpose and intent of this covenant specified in Clause C in the Background hereto.
11. **THE** costs of the preparation, execution, registration and enforcement of this covenant shall be borne by the Covenantor.

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IN WITNESS OF WHICH this document has been completed:

SIGNED BY THE HEADS LIMITED

By its Directors

In the presence of

W. H. Director
Alvin Dendin

Name

Address

Occupation

The COMMON SEAL of
KAIPARA DISTRICT COUNCIL
was hereto affixed in the presence of:

[Signature]

Mayor

[Signature]

Chief Executive



SCHEDULE

Lot	Deposited Plan	Certificate of Title Reference
1	365063	263992
2	365063	263993
3	365063	263994
4	365063	263995
5	365063	263996
6	365063	263997
7	365063	263998
8	365063	263999
9	365063	263400
10	365063	264001
11	365063	264002
12	365063	264003
13	365063	264004
14	365063	264005
15	365063	264006
16	365063	264007
17	365063	264008
18	365063	264009
19	365063	264010
20	365063	264011
21	365063	264012
22	365063	264013
23	365063	264014
24	365063	264015
25	365063	264016
26	365063	264017
27	365063	264018
28	365063	264019
29	365063	264020
30	365063	264021
31	365063	264022
32	365063	264023
33	365063	264024
34	365063	264025

Correct for the
Purposes of the
Land Transfer Act 1952

Solicitor for the
Covenantor or

Buying or selling your property?



New Zealand Residential Property
Sale and Purchase Agreement Guide





This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information

Where to go for more information

This guide is available in other languages. You can find translated copies of this guide on rea.govt.nz and settled.govt.nz.

The New Zealand Residential Property Agency Agreement Guide is also available on settled.govt.nz. The guide tells you more about the agreement you sign with the agency helping to sell your property.

We welcome any feedback you have on this publication.

The information in this guide was accurate when published. However, the requirements this information is based on can change at any time. Up-to-date information is available at rea.govt.nz.

Key things to know about sale and purchase agreements

- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- Even if a standard sale and purchase agreement is being used, you should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate some of the terms and conditions in a sale and purchase agreement.
- You can include additional clauses, such as what to do if there are special circumstances. Your lawyer plays an important role in providing advice on what the sale and purchase agreement should say.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- In most cases, the real estate professional is working for the seller of the property, but they must treat the buyer fairly.
- If your real estate professional or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you a valuation of your property by an independent registered valuer.
- The sale and purchase agreement is only available in English. You may need assistance interpreting it if English is not your primary language.

What a sale and purchase agreement is

A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property. It sets out all the details, terms and conditions of the sale. This includes things such as the price, any chattels being sold with the property, whether the buyer

needs to sell another property first or needs a property inspection and the settlement date.

A sale and purchase agreement provides certainty to both the buyer and the seller about what will happen when.



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

Different sale methods like tender or auction might mean the sale and purchase agreement can look different, but all sale and purchase agreements should contain:

- the names of the people buying and selling the property
- the address of the property
- the type of title, for example, freehold or leasehold
- the price
- any deposit the buyer must pay
- any chattels being sold with the property, for example, whiteware or curtains
- any specific conditions you or the other party want fulfilled
- how many working days you have to fulfil your conditions (if there are any conditions)
- the settlement date (the date the buyer pays the rest of the amount for the property, which is usually also the day they can move in)
- the rate of interest the buyer must pay on any overdue payments (such as being late on paying the deposit or the remaining amount at the settlement date).

General obligations and conditions you have to comply with

The sale and purchase agreement includes general obligations and conditions that you will need to comply with. For example, these may include:

- access rights – what access the buyer can have to inspect the property before settlement day
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs before settlement day
- default by the buyer – the buyer may have to compensate the seller if they don't settle on time, for example, with interest payments
- default by the seller – the seller may have to compensate the buyer if they don't settle on time, for example, by paying accommodation costs
- eligibility to buy property in New Zealand – people who have migrated to New Zealand may not be permitted to immediately buy property or may need to get consent from the Overseas Investment Office.

Your lawyer will explain these clauses to you.

Check...

Always check your sale and purchase agreement with a lawyer before signing.

Buying or selling a property where the owner isn't able to participate, like a mortgagee sale or deceased estate, can mean the real estate professional has limited information about the property. It pays to allow for this when deciding what conditions the buyer and seller might need.

Remember...

Before you sign a sale and purchase agreement, whether you're the buyer or the seller, the real estate professional must give you a copy of this guide. They must also ask you to confirm in writing that you've received it.

Specific conditions a buyer may include

Some buyers will present an unconditional offer, which means there are no specific conditions to be fulfilled. Some buyers will include one or more conditions (that must be fulfilled by a specified date) in their offer such as:

- title search – this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance – this refers to the buyer arranging payment, often requiring bank approval for a mortgage or loan
- valuation report – a bank may require the buyer to obtain a valuation of the property (an estimate of the property's worth on the current market) before they agree to a loan
- Land Information Memorandum (LIM) – provided by the local council, this report provides information about the property such as rates, building permits and consents, drainage, planning and other important information
- property inspection – a buyer paying for an inspection provides an independent overview of the condition of the property rather than relying on an inspection that has been arranged by the seller

- engineer's or surveyor's report – similar to the above but more focused on the entire section and the structure of the property
- sale of another home – the buyer may need to sell their own home in order to buy another.

The real estate professional helps the buyer and the seller to include the conditions they each want. Even though the real estate professional works for the seller, they also have to deal fairly and honestly with the buyer. While they're not expected to discover hidden defects, they can't withhold information and must tell the buyer about any known defects with the property. If a buyer needs time to check a property for defects, including a property inspection condition may be important.



What happens after you sign the sale and purchase agreement

Signing the sale and purchase agreement is not the end of the sale or purchase process.

Both parties work through the conditions until the agreement is unconditional

A conditional agreement means the sale and purchase agreement has one or more conditions that must be met by a specified date and before the sale goes through.

The buyer pays the deposit. Depending on what the sale and purchase agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. If the deposit is made to the real estate agency, it must be held in their agency's trust account for 10 working days before it can be released to the seller.

An agreement for sale and purchase commits you to buy or sell

Once you've signed the sale and purchase agreement and any conditions set out in it have been met, you must complete the sale or purchase of the property.

The length of time between the conditions being met and the settlement date varies. Settlement periods can be lengthy if the property hasn't been built yet or the sale and purchase agreement includes conditions for one party to buy or sell another property. The real estate professional has obligations to keep you informed of important updates that come up during this time.

Pre-settlement inspection

This is the chance for the buyer to check the property and chattels are in the same condition they were when the sale and purchase agreement was signed and to check that the seller has met any conditions, for example, there is no damage to walls or chattels haven't been removed from the property.

It's important to raise any concerns you find at the pre-settlement inspection with your lawyer and the real estate professional as soon as possible to allow enough time for an issue to be resolved. If it's less than 24 hours before settlement, the vendor may not be obligated to set things right.

Payment of a commission

Once the sale is complete, the seller pays the real estate professional for their services. The real estate agency usually takes the commission from the deposit they're holding in their trust account. The seller should make sure the deposit is enough to cover the commission. The real estate professional cannot ask the buyer to pay for their services if they have been engaged by the seller.

The buyer pays the rest

The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

Buying a tenanted property

If the property is tenanted, the agreement for sale and purchase should specify this. It may also contain a specific date for possession that may differ from the settlement date.

If the buyer requires the property to be sold with 'vacant possession', it is the seller's responsibility to give the tenant notice to vacate in accordance with the tenant's legal rights.

It is recommended that you seek legal advice if you are buying a property that is currently tenanted.

What happens if you have a problem

If something has gone wrong, first discuss your concern with the real estate professional or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the real estate agency or you don't feel comfortable discussing it with them, you can contact the Real Estate Authority (REA). We can help in a number of ways if your complaint is about the real estate professional. For example, we can help you and the real estate professional or agency to resolve

the issue and remind them of their obligations under the Real Estate Agents Act 2008. When you contact us, we'll work with you to help you decide the best thing to do.

Call us on **0800 367 7322**, email us at info@rea.govt.nz or visit us online at rea.govt.nz

About settled.govt.nz



Settled.govt.nz guides you through home buying and selling.

Buying or selling your home is one of the biggest financial decisions you will make. It's a complex and sometimes stressful process with potentially significant emotional and financial impacts if things go wrong.

Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers. You can find information about the risks and how they can impact you and get useful tips on how to avoid some of the major potential problems.

Settled.govt.nz will help to inform and guide you through the process from when you're thinking of buying or selling right through to when you're moving in or out. You'll find valuable information, checklists, quizzes, videos and tools. From understanding LIMs, to sale and purchase agreements, to when to contact a lawyer, **settled.govt.nz** explains what you need to know.

Settled.govt.nz is brought to you by the Real Estate Authority – Te Mana Papawhenua (REA).

For more information

For more information on home buying and selling, visit settled.govt.nz or email info@settled.govt.nz



About the Real Estate Authority – Te Mana Papawhenua (REA)

REA is the independent government agency that regulates the New Zealand real estate profession.

Our purpose is to promote and protect the interests of consumers buying and selling real estate and to promote public confidence in the performance of real estate agency work.

What we do

Our job is to promote a high standard of conduct in the real estate profession and protect buyers and sellers of property from harm.

- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

- We maintain a Code of Conduct setting out the professional standards real estate professionals must follow.
- We maintain a public register of real estate professionals that includes information about disciplinary action taken in the last 3 years.

The Real Estate Agents Authority is a Crown agent, established under the Real Estate Agents Act 2008. The Real Estate Authority is the operating name of the Real Estate Agents Authority.

For more information

To find out more about
REA, visit rea.govt.nz,
call us on **0800 367 7322**
or email us at
info@rea.govt.nz



Approved under section 133 of the Real Estate Agents Act 2008. Effective from 14 October 2022.