# **Property Information File & Disclosures**

# 62 Pebble Beach Boulevard Tikipunga

#### STATEMENT OF PASSING OVER INFORMATION

No person should rely on any information without seeking appropriate independent and professional advice and conducting their own due diligence investigation into this information.

The information has been supplied by a third party and Olive Tree is merely passing over this information as supplied to us.

We cannot guarantee its accuracy and reliability as we have not audited, or reviewed the information.

To the maximum extent permitted by law we do not accept any responsibility to any party for the accuracy or use of the information herein.



#### **Property Information and Disclosures**

. ,	
Property Address	62 PEBBLE BEACH BOULEVARD
Listing Salespersor	n/people Olive Tree - Pauline Dinsdale, Lisa Struneski, Angela Quenault
Vendor to co	mplete the following disclosures at time of listing:
Vendor's Warra	nties
When completing	a Sale & Purchase Agreement, the Vendors Warranties clause requires that:
	eceived any notice or demand and have no knowledge of any requisition or outstanding requirement, from any local or or or other statutory body, or under the Resource Management Act 1991; or from any tenant of the property; or from
b) You have no knoin respect of the p	owledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser roperty.
If you are unable t	o warrant either of the above, please describe:
Notes:	
Delication of the second control of the seco	
Annua entale eschelaration australista de la compensa de l'éta del De com es d'établisse	
Insurance	
/	
	ave you ever made any insurance or EQC claims in connection with the property?
apand more	ave you had any insurance declined, canceled, renewal refused, terms or conditions imposed or claim declined on this propert
If 'YES' to any of th	ne above, please explain:
_/	ures (include notes for further detail)
, h	s the vendor aware of any pending works on adjoining properties or in the immediate area, (especially in the event they nave signed related agreements or consents to) which may affect a customer's decision to purchase?
r	Are there any areas of concern relating to the property and it's neighbourhood? For example, criminal activity, possible nearby developments, unusual death at the property, neighbourhood disputes, boundary issues, fencing issues or Council Encroachments at the property?  SEE BELDW — HNZ
а	s everything in proper working order, including but not limited to electrical fittings, appliances, plumbing, locks and keys and remotes to all outside doors, wood burners, heating, security systems and airconditioning and including all of the ntended chattels?
No Yes C	Does the property display characteristics of asbestos presence?
No Yes	Does the property display evidence of the presence of Dux Qest plumbing?
No Yes	Does the property display evidence of the presence of weatherside cladding?
No √Yes A	Are there keys and/or remotes (if applicable) for every external door?
Insulation:	Is there Insulation: in all external walls (ex-garage)? No Yes Unsure in the ceiling? No Yes Unsure underfloor? No Yes Unsure in garage (if part of house)? No Yes Unsure
Additional Notes:	
Social Housing loca	ated nearby - Unaware of any (Yes)
ocial flousing foce	seed nearby straward or arry prices
MINE ZO	NE

Property, Disclosures continued									
No Yes Is the property connected to town services? - water, stormwater, sewage?  If, no, describe fully the property's arrangements and detail servicing arrangements, including when last serviced?									
II No	✓Yes	Will there be water/electricity/gas available for the new owner on settlement?							
MNo	Yes	Is there any evidence of the property having been used, currently or in the past as a methamphetamine laboratory? If, yes, please detail:							
	SECURIAL SECURITION OF THE PERSON OF THE PER								
		If, yes, was the property professionally remedied?  Can you provide evidence of this?  No Yes							
MNo	Yes	Does the property have a wood burner or open fire? place?  When was it last serviced?							
		Does it have a Code Compliance Certificate or Permit? No Yes N/A							
No	[☑Yes	Are there any retaining walls on or about the property?  Is there a Code Compliance Certificate or Permit available (where applicable)?  Is there any evidence of movement in the wall/s? If so please explain  No Yes							
ار									
MNO	Yes	Has any building or any part of the property ever been subject to flooding, landslip or earthquake damage?							
No	Yes	Is there or has there been previously been any blocked pipes, drains or services, including communications, sewer, water and gas?							
☑ No	Yes	Is there any evidence or issues relating to the structural integrity of the dwelling, e.g. building subsidence, signs of movement, walls removed?							
□ No	Yes	Have the appropriate Permits or Code Compliance Certificates been issued for the property including renovation work completed after the original build?							
No	Yes	Have any fully-tiled showers been installed? (They will need a CCC)							
No	Yes	Is there any evidence of current or past insect, rodent or animal issues on the property?							
		Are there Outbuildings/ Conversions/ Extra Accommodation/ Garage(s)							
		a) are they fully City Council compliant for their claimed type of use?							
		b) is there anything about them that should be disclosed to buyers?							
		c) are they fully operational (completed, permanent power supplied etc)?							
No N/A Unsu	∏Yes ⊪re	If the property is a rental property does the home met the "healthy homes" requirements?  The healthy homes standards became law on 1 July 2019. The healthy homes standards introduce specific and minimum standards for heating, insulation, ventilation, moisture ingress and drainage, and draught stopping in rental properties. All private rentals must comply within 120 days of any new or renewed tenancy after 1 July 2021, with all private rentals complying by 1 July 2025. see www.tenancy.govt.nz							
∏No	Yes [	Unsure N/A If the property is a Unit Title, Cross Lease, Company Share and/or has a Body Corp or has special rules of occupation, is there any limitation on normal residential activity (e.g. having pets, tenants, parking vehicles etc.)							
Additional Notes: (if required)									

Property Disclo Leaks Disclosur	sures continued e			
☑ No ☐ Yes	Was any part of an weathertightness is	y building (or alterations to) constructors	ed in 1990 – 2005? (This perio	od is noted for potential
☑ No ☐ Yes	flood damage, falle	vare of any weathertightness or water d offers, remedial action applied to an ny building forming part of the proper	y problem area(s) or any mat	
The following will available and if p LIM	nts	to buyers via the buyer document link irm they are in the Buyer Info Pack.  Uploaded to Buyer Documents  Uploaded to Buyer Documents	upon request. Agent will not	e or cross out all the documents
Insulation or COA	\ certificates?		areambilization in the second of the second	
Other	ENFORCEMENT OF THE PROPERTY OF	E SEETEN WITH SEED OF THE SEED SEED SEED SEED SEED SEED SEED SE	Uploaded to Buyer D	ocuments
		o ownly and the listing salesperson (in Decome aware of between listed date		
If I am aware, or within the last two offer on the basis	become aware duri velve months on the s of a professional re	ng the course of the listing by the sale ng the course of the listing, that (under property that did not progress to cont port or was unable to arrange finance understanding of the reason for the fail	ownly or any agency);that the firmation or settlement, or a or insurance because of an is	potential Purchaser withdrew an
nan filiana, noojahaanaan adalkaan digaalaan joonaasia ay baa			unin kasal kan kan ka	
•		e during the course of the listing of any n the supplementary page attached:	/ Disclosure issues (that were	not disclosed elsewhere in this
				·

#### **Vendor Declaration**

"The above information has been provided to the best of our knowledge, accurately and in good faith. If we are aware of any defects above or below the ground that could affect the property's weathertightness, durability or habitability we have disclosed them herein. Anything discovered subsequently will be disclosed to the salesperson in writing. We understand the information in this document or subsequent information provided is required by law to be disclosed to Purchasers".

FREYA ROBBINS		79 11.207
Name	Signed by the Vendor(s) or authorised person	Date
BEN TURNER	Signed by the Vendor(s) or authorised person	29/11/25 Date
Name	Signed by the Vendor(s) or authorised person	Date
Name	Signed by the Vendor(s) or authorised person	Date

Page 4 of 8

Title Information (Salesperson to complete after listing and before launching on the market) Address 62 PEBBLE BEACH Title doc obtained on: BYLD **ESTATE** Cross-Lease (Fee Simple) Stratum in Freehold (Unit Title) or: NB: A title will not provide any guarantee regarding boundaries or land size and nor can the salesperson. If you have any doubts you should research further or engage a surveyor to verify the exact boundaries. Mortgages or Caveats: These should be cleared on settlement (i.e before you move in.) If an interest or memorial on the title applies to this land the box next to the explanation is to be marked. TITLE YET TO BE ISSUED This property can be purchased but any sale and purchase agreement must be conditional upon the title being issued and being acceptable to your lawyer. Appurtenant to/ Dominant Tenement/ Benefited Land: If an Interest begins with or includes these words, it is for the benefit of this land. Subject to/ Servient Tenement/Burdened Land: If an Interest begins with or includes these words, this land gives the benefit. If the wording includes the phrase 'In Gross', the benefit is usually given to a City Council or a supplier of services like water, sewage, and communications. Easements: These grant benefits or rights to cross land and usually refer to above-ground or underground services and Rights of Way. Sometimes they refer to Party Walls. Resource Management Act 1991. If the property was developed after 1991 there should be reference to the RMA which usually implies the development was consented under that Act. Fencing: Covenant, Provision or Agreement. A Covenant usually has a life of only 12 years or applies until the first purchaser sells it on (unless it involves Crown land). A Provision is usually like a Covenant. Fencing Agreements differ and are usually an arrangement between current owners and neighbours to do (or not do) something that expires when one party sells. If it is registered on the title its terms can pass on to and commit a new buyer to the agreement. Land Covenant, Encumbrance: This will usually bind current and future owners to conditions such as construction style, fence height, position of buildings etc and is often very detailed. Buyers must be clear as to how these conditions might affect their future use of the property. Consent Notice: Consent notices are usually issued by City Councils making certain stipulations about construction and land use. Its terms will probably bind current and future owners. Building Line Restriction (ancient measure from road): Even if noted, these now rarely apply and have been replaced by conditions in the District Plan. Internal Building lines may still apply. Legal, Crown Minerals, Acts of Parliament, Gazette Notices etc: These items imply Crown ownership applies or some legislative effect. We suggest you seek legal advice. Cross lease Properties (see below) We will attach a copy of the Memorandum of Lease (if it is available). The Lease contains the rules applying to occupation and use. These are usually standard conditions but if we are aware of special rules we (or your lawyer) can explain them to you. The Title includes a Flats Plan and you should compare this to what is actually on the property and check for a changed 'footprint'. Please also ask your lawyer to explain this type of Estate, to check the Flats Plan against the Lease and to check the wording of the Lease. **Cross Lease Title** N/A V □ No □ Yes In relation to the original floor plan, have there been any alterations to the external dimensions of the dwelling? ☐ No ☐ Yes Are any of the alterations enclosed and attached to the dwelling? (Refer to Clause 6.4 (2) of the Sale & Purchase Agreement. □ No □Yes □N/A Is there evidence of the other cross lease owners approval of these changes? ☐ No ☐ Yes ☐ N/A Does the flats plan appear accurate? □ No □Yes The salesperson has obtained a copy of the memorandum of lease and it is available for viewing. Please ensure your lawyer explains any restriction that may affect your use of the property on the memorandum of lease. N/A V **Unit Title** No Yes Pre-Contract Disclosure Statement is available No Yes A longterm maintenance plan is available **District Plan Authority** Property Zoning (proposed district plan) Is the property categorised as being in a flood area? If yes, attach a map √ No Yes If there are any other features that may be of interest to a prospective purchaser, note it below. Additional Salesperson notes regarding the District Plan (Local Authority Plans/ Intentions): (if required)

#### Information to Purchasers

A **Title** is a legal document that sometimes contains complex content beyond the knowledge of the Salesperson. The Salesperson's opinion and information, while given here with the best of intentions, may not be legally or factually correct. It is important that you are clear on what notations on the Title mean and how they may impact on your purchase and/ or the use of the property. **We strongly recommend that you seek the professional advice of your lawyer or make further enquiries, especially if you have any doubts about the information given or have questions that the salesperson is unable to answer to your satisfaction.** 

**District Plan (Local Authority Plans/ Intentions):** NB: Any or no comment in the 'Salesperson Note' section above regarding the district plan does not purport to be exhaustive. We recommend you consult your local authority for more information.

Size etc. of Land and Buildings: The information in the Title, marketing material and other documents is derived from outside sources and we cannot guarantee its accuracy. If buyers have any doubts about the given information they are strongly recommended to make further enquires or seek professional advice.

#### Notes on Weathertightness, Dux Qest and Asbestos

Cladding products or systems as follows, may be associated with weathertightness issues. These products include but are not limited to:

- Polystyrene
- Cement Board Sheeting (often texture-coated)
- Stucco

Building designs with the following may also be considered at risk:

- narrow or no eaves
- internal gutters
- decks above ground floor
- And/or exposed flat areas above internal rooms, e.g. deck, roof.

From September 1995 to 2005, kiln dried untreated timber was permitted to be used in construction and building designs of that era often excluded cavities in external walls.

20,000 to 40,000 houses in the mid 1970's to late 1980's were built using Dux Qest plumbing, a system known for spontaneously failing. Many properties have been replumbed, wholly or partially.

Houses built pre-2000's may have some building products that contain asbestos.

**Weatherside** is a tempered hardboard, made from wood fibres which have been glued together. Issues occur when moisture ingress causes the glue in the cladding to fail, this is often due to un-maintained paint systems, cracking, or damage to the cladding.

#### Purchaser's please note carefully:

- The Vendor is only responsible for work they have completed.
- The Salesperson must disclose any issue known to them but is not required to uncover hidden defects and is not qualified to assess documents such as LIM reports, council files and building reports.

Purchasers are strongly advised to seek professional advice to establish the true condition and status of the property, so they are aware of any existing or possible future problems, as well as the property's suitability for their use, even if you are in competition or in a 'multi-offer' situation.

The Salesperson has no conflict of interest marketing this property. If so	o, it is noted here:	No Conflict	Yes then if yes
THE PARTY OF THE P		Λ	
Salesperson Olive Tree - Pauline Dinsdale, Lisa Struneski, Angela	Signature	Alimetale	

Addendum 1: Purchaser pre-offer acknowledgments (This form must be completed before signing a Sale and Purchase agreement.) 62 PEBBLE BEACH BOULEVARD For the property (address) Property to be purchased in the name/s of I have gained access to all areas of the property needed and have viewed all information necessary to make an informed No Yes buying decision. No Yes Have you had opportunity and encouragement to seek legal advice? Boundaries; The salesperson cannot, and so has not, defined these for you. A professional surveyor can provide accurate No Yes boundary information. Are you intending to use the property in alignment with District Zoning and have you done your own due diligence about OK, Understood the ramifications of the specific zoning for this property? Legislation/ tax changes to rental properties tax may apply and for some properties (e.g., lifestyle, rural) GST and GST registration may be relevant, you are recommended to seek professional advice regarding tax on rental properties. No Yes Finance: The S & P Agreement may require evidence of non-availability. Do you understand that, should finance not be approved, you must provide evidence of this in accordance with the General Terms of Sale? OK, Understood Do you understand that, should you obtain a building inspection report and you subsequently choose not to confirm on the basis of that report, you must provide that report to the Vendor at their request, in accordance with the General No Yes Terms of Sale. Unconditional Offers: There are risks when you have no special conditions. In making an 'unconditional' offer you are No Yes accepting the property's Title without chance of further review. The deposit must be paid immediately. OK, Understood If this is a Unit Title, please confirm you have received a Pre-Contract Disclosure prior to making this offer. N/A Sales information may be used in pre-settlement marketing e.g. advertising the 'sold' result and all details of interest OK, Understood around that sale. Are you entering into this transaction voluntarily and without duress? \_\_ No Complaints Policy (all real estate agents are required to have a formal complaints policy) The agency 'ownly' would prefer any complaint to be in writing (but it can be advised otherwise) and delivered promptly to the Supervising Agent: Keith Ward Email: Supervision@ownly.nz Cell: 027 288 8813. As soon as we know about it, we will attend to it fairly and promptly. Customers don't need to advise the agency 'ownly' of a complaint, they have the right to make their complaint direct to the Real Estate Authority (REA), a government body charged with overseeing and regulating the real estate industry. The REA can be contacted on; 0800 367 7322 or email info@rea.govt.nz All named Purchaser's are required to confirm that all acknowledgments and questions are read and understood and they have read and understood this entire 8 page Property Information Pack and Disclosures. Date Signed by the Purchaser 1 Purchaser 2 Name Signed by the Purchaser 2 Date Purchaser 3 Name Signed by the Purchaser 3 Purchaser 3 Na

Signed by the Purchaser 3

#### General legal information for buyers and sellers

There are a lot of legal requirements to be aware of when entering into a sale and purchase agreement. It is important to be fully informed and understand any potential issues that may arise when it comes to selling or purchasing a property.

To help you be as informed as possible, we have listed some of the important considerations below. Your Salesperson and ownly encourages you to discuss things further with your team of experts and seek legal advice to obtain further clarification.

#### **Bright-Line Test**

The bright-line test in New Zealand determines whether the profit from selling residential property is subject to income tax, based on the duration of ownership. As of 1 July 2024, significant changes have been implemented:

Current Rules (Effective 1 July 2024):

Bright-line Period: If you sell a residential property on or after 1 July 2024, the bright-line test applies if the property is sold within 2 years of acquisition.

**Exemptions:** 

Main Home: The bright-line test does not apply if the property sold is your main home.

Business Premises and Farmland: Sales of properties used predominantly as business premises or farmland are also exempt.

Start and End Dates:

Start Date: For a standard property purchase, the bright-line period begins on the date the property's title is transferred to you, typically the settlement date.

End Date: The period ends when you enter into a binding sale and purchase agreement to sell the property.

Further information: ird.govt.nz

#### Overseas Investment (OIA)

Overseas buyers must gain consent from the Overseas Investment Office (the OIO) before they buy 'sensitive land' in New Zealand. Common sensitive land includes rural land that exceeds five hectares or land that adjoins certain types of reserve or conservation areas or waterways.

In October 2018, the Overseas Investment Act 2005 widened the definition of sensitive land so that it includes residential and lifestyle land.

Investors who need consent:

- generally, are not New Zealand citizens or are people who don't ordinarily live here
- are bodies, such as companies, trusts and joint ventures, with more than 25 per cent overseas ownership or control
- can include associates (including New Zealanders) of overseas investors. Further information: linz.govt.nz

#### Residential Land Withholding Tax (RLWT)

Residential land withholding tax (RLWT) is a tax deducted from some residential property sales in New Zealand. It only relates to offshore RLWT person who disposes of land subject to Bright-line rule. It will apply if:

- a sale amount is paid or payable on or after 1 July 2016, and
- the property sold is in New Zealand and defined as residential land, and
- the seller:
  - o has purchased the property on or after 1 October 2015 through to 28 March 2018 inclusive and owned the property for less than two years before selling, or
  - has purchased the property on or after 29 March 2018 and owned the property for less than five years before selling, and
  - o is an offshore RLWT person

The definition of "offshore RLWT person" is not the same as the definition of "offshore persons" for IRD number applications. Further information: www.ird.govt.nz

## Anti-Money Laundering and Countering Financing of Terrorism (AML/CFT)

The Government has made changes to the law. Businesses are now required to put preventative measures in place to help tackle money laundering and financing of terrorism. The legislation extends the current AML/CFT regime to lawyers, conveyancers, accountants, real estate agents, sports and race betting, and businesses that deal in certain high value goods.

Various checks are required, including verification of identity and address, before you can settle your property purchase or sale.

These checks can take days, and sometimes weeks if a trust or company is involved: we strongly recommend that you arrange to get things underway as soon as possible.

Further information: dia.govt.nz Other useful sites settled.govt.nz

**Disclaimer:** All information herein is true and accurate to the best of ownly's knowledge. Information herein should not be a substitute for legal advice. No liability is assumed by ownly, or its licensees, for losses suffered by any person relying directly or indirectly on information published herein, ownly recommend you seek expert and legal advice.

Property Disclosures		电图数			
Additional Notes: (if required)					
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# RECORD OF TITLE UNDER LAND TRANSFER ACT 2017 FREEHOLD





Identifier 477933

Land Registration District North Auckland

**Date Issued** 09 June 2009

**Prior References** 

377325

**Estate** Fee Simple

Area 668 square metres more or less
Legal Description Lot 71 Deposited Plan 413756

**Registered Owners** 

Benjamin Roger Turner as to a 1/2 share Freya Suzann Robbins as to a 1/2 share

#### **Interests**

Subject to Part IV A Conservation Act 1987

Subject to Section 11 Crown Minerals Act 1991

Appurtenant hereto is a right to drain sewage created by Easement Instrument 6770139.14 - 1.3.2006 at 9:00 am

8154637.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 9.6.2009 at 9:03 am

Subject to a right of way, right to supply electricity, telecommunications, gas and water over part marked A on DP 413756 created by Easement Instrument 8154637.5 - 9.6.2009 at 9:03 am

Appurtenant hereto is a right of way, right to supply electricity, telecommunications, gas and water created by Easement Instrument 8154637.5 - 9.6.2009 at 9:03 am

The easements created by Easement Instrument 8154637.5 are subject to Section 243 (a) Resource Management Act 1991 Subject to a right (in gross) to drain water over parts marked A and C on DP 413756 in favour of Whangarei District Council created by Easement Instrument 8154637.6 - 9.6.2009 at 9:03 am

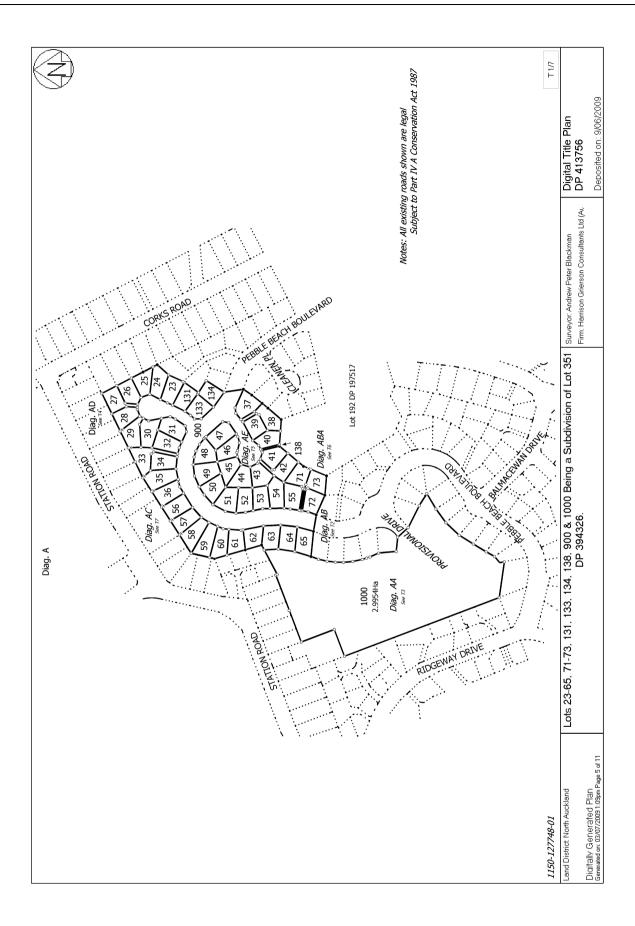
The easements created by Easement Instrument 8154637.6 are subject to Section 243 (a) Resource Management Act 1991

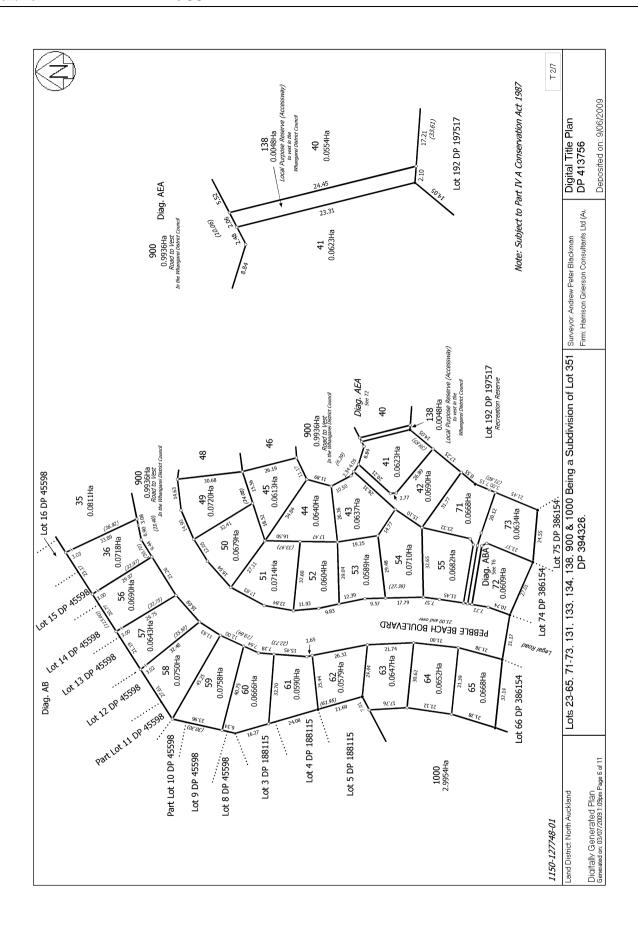
Land Covenant in Easement Instrument 8154637.7 - 9.6.2009 at 9:03 am

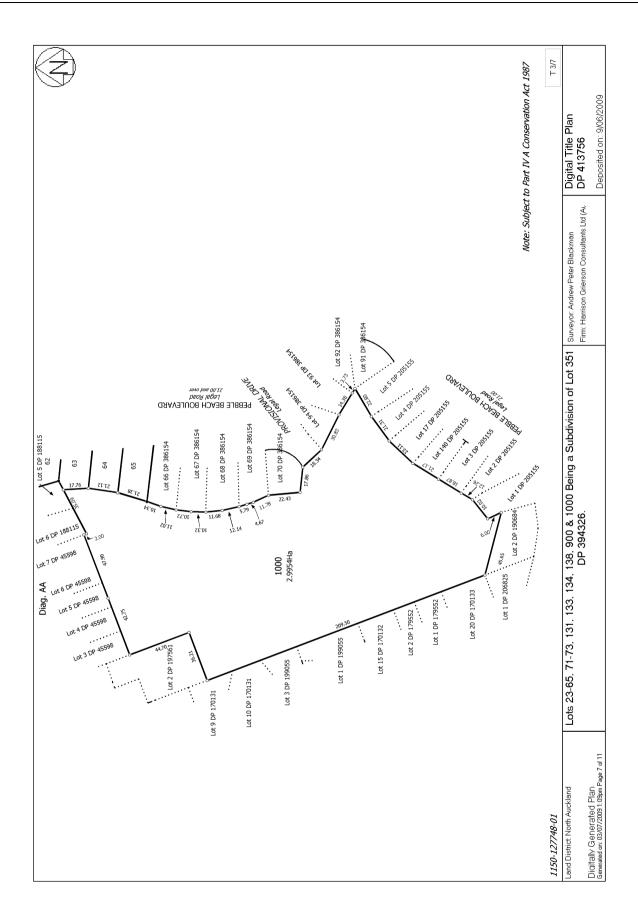
Fencing Covenant in Easement Instrument 8154637.7 - 9.6.2009 at 9:03 am

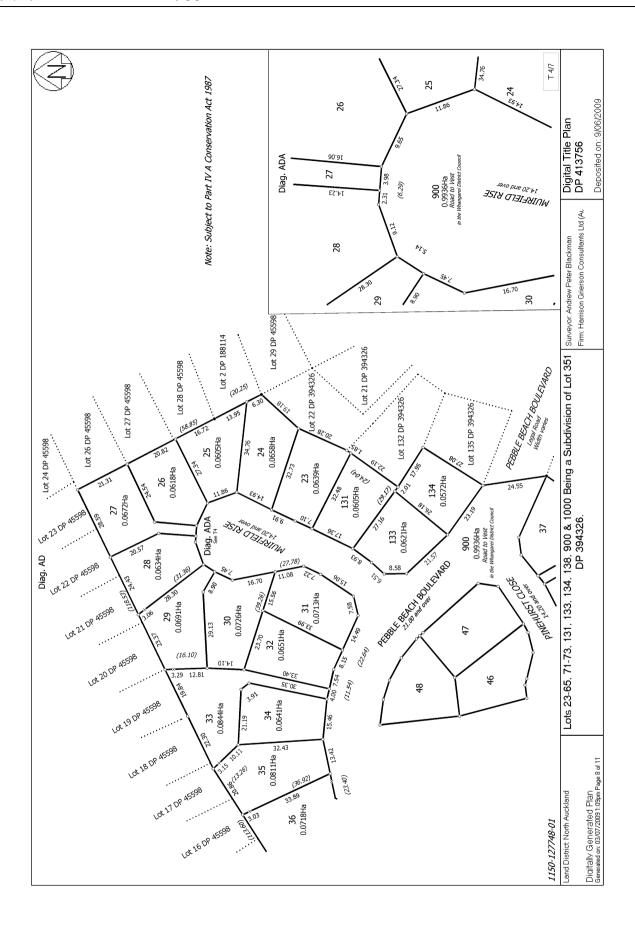
Land Covenant in Easement Instrument 8154637.8 - 9.6.2009 at 9:03 am

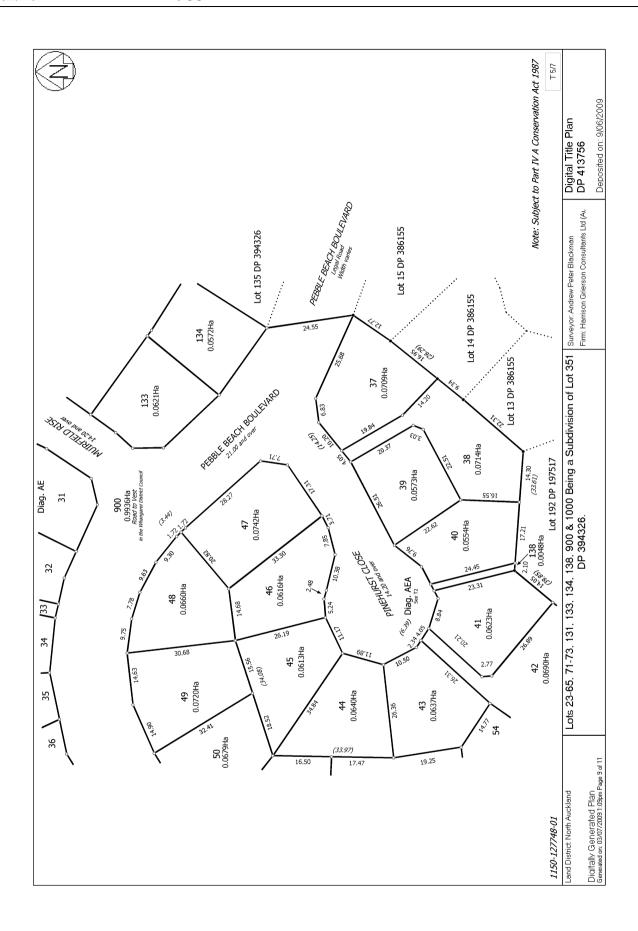
12006576.3 Mortgage to ASB Bank Limited - 4.2.2021 at 3:37 pm

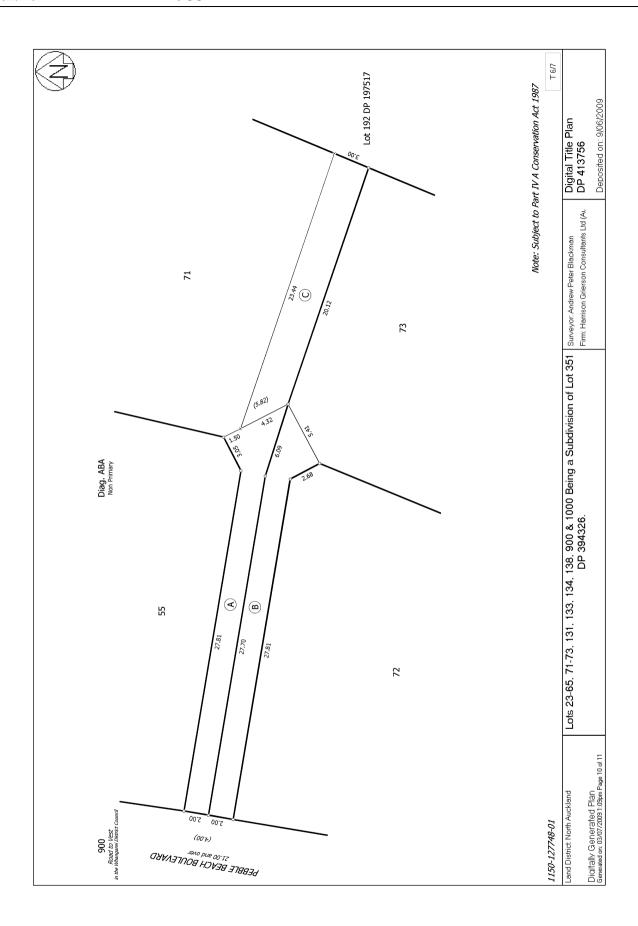


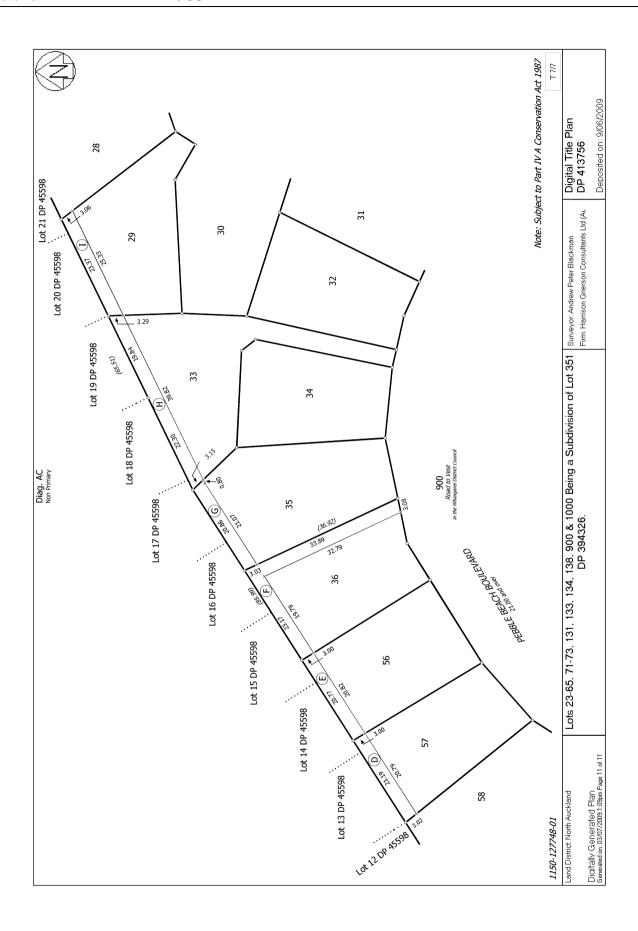












Search by Property Address Search by Property ID Search by Assessment No Search by Legal Description

• 62 Pebble Beach Boulevard Te Kamo 0112

#### **Property Information**

#### **Rates Information**

Legal Description: LOT 71 DP 413756

Assessment Number: 0071260680
Property ID: 160240

Address: 62 Pebble Beach Boulevard Te Kamo 0112

View Maps: <u>WDC Maps</u> <u>Google Maps</u>

Land Area (hectares): 0.0668

Capital Value: 2025/2026 \$690,000 Land Value: 2025/2026 \$295,000

Record of Title: 477933

Floor Area (square metres): 144

Site Area (square metres): 144

Improvements: DWG OI

Land Use Code: Residential Single Unit

Number of Units: 1

Property Category: RD202B

Zone (view District Plan Map): <u>District Plan Map</u> ies

Related Properties:

#### Improvements Key:

DWG = Dwelling GGE = Garage BLDG = Building OFF = Office OB = Other Buildings

FG = Fencing
OI = Other Improvements

### **Rates History**

Property ID	Rating Year	Land Value	Capital Value	WDC Rates	NRC Rates	Total Rates
160240	2025/2026	\$295,000	\$690,000	\$2,806.6	\$642.27	\$3,448.87
160240	2024/2025	\$295,000	\$735,000	\$2,555.47	\$619.9	\$3,175.37
160240	2023/2024	\$295,000	\$735,000	\$2,291.12	\$557.1	\$2,848.22
160240	2022/2023	\$295,000	\$295,000	\$1,287.73	\$512.97	\$1,800.7
160240	2021/2022	\$190,000	\$190,000	\$1,213.02	\$448.91	\$1,661.93
160240	2020/2021	\$190,000	\$190,000	\$1,134.03	\$383.27	\$1,517.3
160240	2019/2020	\$190,000	\$190,000	\$1,110.18	\$365.98	\$1,476.16
160240	2018/2019	\$117,000	\$117,000	\$1,041.88	\$336.79	\$1,378.67
160240	2017/2018	\$117,000	\$117,000	\$1,005.73	\$259.14	\$1,264.87
160240	2016/2017	\$117,000	\$117,000	\$966.44	\$252.32	\$1,218.76
160240	2015/2016	\$96,000	\$96,000	\$888.71	\$258.53	\$1,147.24
160240	2014/2015	\$96,000	\$96,000	\$810.99	\$229.36	\$1,040.35
160240	2013/2014	\$96,000	\$96,000	\$783.56	\$229.42	\$1,012.98
160240	2012/2013	\$142 000	\$142 000	\$852.23	\$230 11	\$1 082 34

Microsoft Power BI