

Property Information File & Disclosures

15 Balmacewan Drive 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.



OLIVE TREE

CONNECTING PEOPLE & PROPERTY

Property Information and Disclosures

Property Address 15 BALMACEWAN DRIVE, KAMO
 Listing Salesperson/people Olive Tree - Pauline Dinsdale, Lisa Struneski, Angela Quenault

Vendor to complete the following disclosures at time of listing:

Vendor's Warranties

When completing a Sale & Purchase Agreement, the Vendors Warranties clause requires that:

- a) You have not received any notice or demand and have no knowledge of any requisition or outstanding requirement, from any local or government authority or other statutory body, or under the Resource Management Act 1991; or from any tenant of the property; or from any other party.
- b) You have no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.

If you are unable to warrant either of the above, please describe:

Notes:

Insurance

- No Yes Have you ever made any insurance or EQC claims in connection with the property?
 No Yes Have you had any insurance declined, canceled, renewal refused, terms or conditions imposed or claim declined on this property?

If 'YES' to any of the above, please explain:

Property Disclosures (include notes for further detail)

- No Yes Is the vendor aware of any pending works on adjoining properties or in the immediate area, (especially in the event they have signed related agreements or consents to) which may affect a customer's decision to purchase?
- No Yes 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?
- No Yes Is 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 intended chattels?
- No Yes Does the property display characteristics of asbestos presence? NOT AWARE OF ANY
- No Yes Does the property display evidence of the presence of Dux Qest plumbing? NOT AWARE OF ANY
- No Yes Does the property display evidence of the presence of weatherside cladding? NOT AWARE OF ANY
- No Yes 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

N/A

Additional Notes:

Social Housing located nearby - Unaware of any Yes
VENDOR WARRANTY EXCLUSION IN S&P
HOUSE OWNED BY HNZ - ACROSS ROAD
MINE ZONE 2 HAZARD

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?

No Yes Will there be water/electricity/gas available for the new owner on settlement?

No Yes Is there any evidence of the property having been used, currently or in the past as a methamphetamine laboratory? If, yes, please detail:

If, yes, was the property professionally remedied? No Yes
Can you provide evidence of this? No Yes

No 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)? No Yes N/A
Is there any evidence of movement in the wall/s? If so please explain

No 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) Yes No

a) are they fully City Council compliant for their claimed type of use? No Yes N/A

b) is there anything about them that should be disclosed to buyers? No Yes

c) are they fully operational (completed, permanent power supplied etc)? No Yes

No Yes 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)

SIGNING AS EXECUTOR OF ESTATE

Property Disclosures continued

Leaks Disclosure

- No Yes Was any part of any building (or alterations to) constructed in 1990 – 2005? (This period is noted for potential weathertightness issues.
- No Yes WATER: Are you aware of any weathertightness or water damage issues past or present (leaks, mould, dampness, flood damage, failed offers, remedial action applied to any problem area(s) or any matter related to water ingress or damage affecting any building forming part of the property)? If 'Yes' describe fully:

Documents provided by the Vendor

The following will be made available to buyers via the buyer document link upon request. Agent will note or cross out all the documents available and if provided tick to confirm they are in the Buyer Info Pack.

- | | |
|--|--|
| LIM <input type="checkbox"/> Available | <input type="checkbox"/> Uploaded to Buyer Documents |
| Title & Instruments <input type="checkbox"/> Available | <input type="checkbox"/> Uploaded to Buyer Documents |
| Building report <input type="checkbox"/> Available | <input type="checkbox"/> Uploaded to Buyer Documents |
| CCC <input type="checkbox"/> Available | <input type="checkbox"/> Uploaded to Buyer Documents |
| HH report <input type="checkbox"/> Available | <input type="checkbox"/> Uploaded to Buyer Documents |
| RC <input type="checkbox"/> Available | <input type="checkbox"/> Uploaded to Buyer Documents |
| Building Consents <input type="checkbox"/> Available | <input type="checkbox"/> Uploaded to Buyer Documents |

Any relevant certificates like Safe & Sanitary reports, QC data, Insulation or COA certificates? Uploaded to Buyer Documents

Other Uploaded to Buyer Documents

The client(s) undertake to disclose to ownly and the listing salesperson (in writing - addressed to the listing salesperson) details of any water penetration issues that they become aware of between listed date and sold date. Additional Notes: (if required)

This section is to be maintained during the course of the listing by the salesperson.

If I am aware, or become aware during the course of the listing, that (under ownly or any agency); that there has been an accepted offer within the last twelve months on the property that did not progress to confirmation or settlement, or a potential Purchaser withdrew an offer on the basis of a professional report or was unable to arrange finance or insurance because of an issue with the property, it will be explained below, together with our understanding of the reason for the failure, if it is known.

Salespersons notes: If I become aware during the course of the listing of any Disclosure issues (that were not disclosed elsewhere in this document) I will note them here or on the supplementary page attached:

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".

ALISTAIR BAGNALL	<i>Alistair Bagnall</i>	10/02/2026
Name	Signed by the Vendor(s) or authorised person	Date
Name	Signed by the Vendor(s) or authorised person	Date
Name	Signed by the Vendor(s) or authorised person	Date
Name	Signed by the Vendor(s) or authorised person	Date

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, it is noted here: No Conflict Yes then if yes...

Salesperson

Signature



Title Information (Salesperson to complete after listing and before launching on the market)

Address Title doc obtained on:
 ESTATE Freehold 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

- 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.

Unit Title N/A

- No Yes Pre-Contract Disclosure Statement is available
- No Yes A longterm maintenance plan is available

District Plan Authority Property Zoning (proposed district plan)

- No Yes 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)

Addendum 1: Purchaser pre-offer acknowledgments (This form must be completed before signing a Sale and Purchase agreement.)

For the property (address)

Property to be purchased in the name/s of

1. I confirm I have gained access to all areas of the property needed and have viewed all information necessary to make an informed buying decision.
2. I confirm I have had the opportunity and encouragement to seek legal advice.
3. Boundaries; I understand that the salesperson cannot, and so has not, defined these for me/us. A professional surveyor can provide accurate boundary information.
4. I understand that if I am intending to use the property in alignment with District Zoning for a specific purpose, I have needed to do my own due diligence about the ramifications of the specific zoning for this property?
5. I confirm I understand that 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.
6. Finance: The S & P Agreement may require evidence of non-availability. I understand that should finance not be approved, I must provide evidence of this in accordance with the General Terms of Sale?
7. I understand that should I/we obtain a building inspection report and subsequently choose not to confirm on the basis of that report, I/we must provide that report to the Vendor at their request, in accordance with the General Terms of Sale.
8. Unconditional Offers: I understand that there are risks when I/we have no special conditions. (If that is the case) In making an 'unconditional' offer I/we are accepting the property's Title without chance of further review and understand that the deposit must be paid immediately.
9. **If this is a Unit Title**, I confirm I/we have received a Pre-Contract Disclosure prior to making this offer.
10. I confirm I understand that Sales information may be used in pre-settlement marketing e.g. advertising the 'sold' result and all details of interest around that sale.
11. I confirm I/we are entering into this transaction voluntarily and without duress.

Initial/s

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.

<input type="text"/>	<input type="text"/>
Purchaser 1 Name	Date of birth
<input type="text"/>	<input type="text"/>
Signed by the Purchaser 1	Date
<input type="text"/>	<input type="text"/>
Purchaser 2 Name	Date of birth
<input type="text"/>	<input type="text"/>
Signed by the Purchaser 2	Date
<input type="text"/>	<input type="text"/>
Purchaser 3 Name	Date of birth
<input type="text"/>	<input type="text"/>
Signed by the Purchaser 3	Date
<input type="text"/>	<input type="text"/>
Purchaser 3 Name	Date of birth
<input type="text"/>	<input type="text"/>
Signed by the Purchaser 3	Date

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:
 - 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
 - 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

Additional Notes: (if required)

[Empty rectangular box for additional notes]



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




R. W. Muir
Registrar-General
of Land

Identifier **NA128B/497**
Land Registration District **North Auckland**
Date Issued 12 April 2000

Prior References
NA126B/678

Estate Fee Simple
Area 518 square metres more or less
Legal Description Lot 291 Deposited Plan 199869

Registered Owners
Andrew Stuart Bagnall

Interests

Subject to Part IV A Conservation Act 1987
Subject to Section 11 Crown Minerals Act 1991
Land Covenant in Transfer D493616.9 - produced 4.4.2000 at 3.28 pm and entered 12.4.2000 at 9.00 am
Fencing Covenant in Transfer D493616.9 - produced 4.4.2000 at 3.28 pm and entered 12.4.2000 at 9.00 am
12894973.2 Mortgage to Heartland Bank Limited - 12.12.2023 at 4:08 pm

D493616.9 T

TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer.

TRANSFER
Land Transfer Act 1952

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

North Auckland

Certificate of Title No. All or Part? Area and legal description — *Insert only when part or Stratum, CT*

128B	480 -	All
	497	
inclusive		

Transferor Surnames must be underlined

DENBY HEIGHTS LIMITED

Transferee Surnames must be underlined

DENBY HEIGHTS LIMITED

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No.; Right of way etc.*

Fee simple subject to land covenants and a fencing covenant (continued on Annexure Schedules)

Consideration

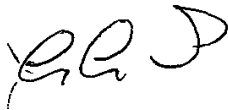
\$1.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 29th day of March 2000.

Attestation



Signed in my presence by the Transferor by its directors GARRY GRANT
Signature of Witness ~~and Transferees~~ and BRENT GARY OLSEN

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation

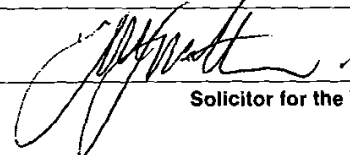
Address

Signature, or common seal of Transferor

Certified correct for the purposes of the Land Transfer Act 1952

Certific that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE IN APPLICABLE CERTIFICATE)

REF 4135



Solicitor for the Transferee

Annexure Schedule

...ow
age", "Transfer", "Lease" etc

Transfer

Dated 29 March 2000

Page 2 of 5 Pages

Continuation of "Estate or Interest or Easement to be Created"

The Transferor when registered proprietor of all that land contained in Lot 1 on Deposited Plan 191289 subdivided part of the land into residential lots and road for the purposes of the sale of that land in residential lots as a building estate such subdivision now being comprised inter alia in DPs 199868 and 199869 and the newly created lots being referred to as "the Lots".

It is the Transferor's intention that the Lots be subject to a general building scheme applicable to and for the benefit of all the Lots and that the owner or occupier for the time being of each Lot should be bound by the covenants stipulations and restrictions set out in the First Schedule ("the Covenants") and that the respective owners and occupiers for the time being of any of the Lots may be able to enforce observance of similar covenants against the owners or occupiers for the time being of any of the other Lots.

The Transferee for itself and its successors in title so as to bind each of the covenanting Lots described in the Second Schedule ("the Covenanting Lots") and for the benefit of all the other Lots in the Second Schedule ("the Benefitting Lots") hereby covenants and agrees with the Transferor that:-

1. The Transferee will at all times observe and perform the Covenants and the Covenants shall enure for the benefit of the Benefitting Lots and their registered proprietors from time to time.
2. The Transferor shall not be required to nor obliged to enforce all or any of the Covenants nor be liable to the Transferee for any breach of the Covenants by any of the registered proprietors of the Covenanting Lots and the Transferee shall be liable only in respect of breaches of the Covenants which shall occur while the Transferee is the registered proprietor of the Covenanting Lot.
3. The Transferee will at all times save harmless and keep indemnified the Transferor from all proceedings costs claims and demands in respect of breaches by the Transferee of all covenants on its part contained or implied.
4. If there should be any breach or non-observance of any of the Covenants and without prejudice to any other liability which the Transferee may have to any person having the benefit of the Covenants the Transferee will upon written demand being made by the registered proprietor of any of the Benefitting Lots:-
 - (a) pay to the person making such demand as liquidated damages the sum of \$100.00 per day for each day that such breach or non-observance continues after the date upon which written demand has been made; and
 - (b) remove or cause to be removed from the Lots any structure erected or placed on the Lots in breach or non-observance of the Covenants; and
 - (c) replace any building materials used in breach or non-observance of the Covenants; and
 - (d) cause to correct the offending breach by discontinuing such activity.
5. The Covenants contained herein shall run with each of the Covenanting Lots and the Transferee DOTH HEREBY COVENANT with the Transferor that if the Transferee shall transfer assign or otherwise dispose of his interest in the Covenanting Lot then

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

W
ge", "Transfer", "Lease" etc

Transfer

Dated

29 March 2000

Page

5

of

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Pages

SECOND SCHEDULE

Covenantee Lots

Benefiting Lots

Lot 4	DP	199868	17, 127, 180, 292-297
Lot 17	DP	199868	4, 127, 180, 292-297
Lot 127	DP	199868	4, 17, 180, 292-297
Lot 180	DP	199868	4, 17, 127, 292-297
Lot 292	DP	199868	4, 17, 127, 180, 293-297
Lot 293	DP	199868	4, 17, 127, 180, 292, 294-297
Lot 294	DP	199868	4, 17, 127, 180, 292-293, 295-297
Lot 295	DP	199868	4, 17, 127, 180, 292-294, 296-297
Lot 296	DP	199868	4, 17, 127, 180, 292-295, 297
Lot 297	DP	199868	4, 17, 127, 180, 292-296

Lot 89	DP	199869	137-139, 288-291
Lot 137	DP	199869	89, 138-139, 288-291
Lot 138	DP	199869	89, 137, 139, 288-291
Lot 139	DP	199869	89, 137-138, 288-291
Lot 288	DP	199869	89, 137-139, 289-291
Lot 289	DP	199869	89, 137-139, 288, 290-291
Lot 290	DP	199869	89, 137-139, 288-289, 291
Lot 291	DP	199869	89, 137-139, 288-290

THIRD SCHEDULE

Lot			Area
Lot 180	DP	199868	B
Lot 296	DP	199868	C
Lot 295	DP	199868	D
Lot 292	DP	199868	E
Lot 127	DP	199868	F
Lot 291	DP	199869	A
Lot 290	DP	199869	B
Lot 288	DP	199869	C
Lot 137	DP	199869	D
Lot 138	DP	199869	E
Lot 139	DP	199869	F
Lot 89	DP	199869	G

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.

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Annexure Schedule

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age", "Transfer", "Lease" etc

Transfer

Dated 29 March 2000

Page 3 of 4 Pages

the Transferee shall make such transfer assignment or disposition subject to the provisions hereof and shall if requested by the Transferor procure from the Purchaser Transferee or Assignee a Deed of Covenant in favour of the Transferor whereby such Purchaser Transferee or Assignee undertakes to fulfil the Transferee's obligations hereunder.

FIRST SCHEDULE
"the Covenants"

The Transferee will not erect or place or permit to be erected or placed on any Covenanted Lot any dwelling house without first obtaining the approval of the Transferor to the plans of such dwelling house (which approval shall not be unreasonably or arbitrarily withheld in respect of the plans and specifications which include the Transferor's requirements for a quality subdivision) and without complying with the Transferor's standard conditions relating to the Transferee's proposed dwelling house. If the plans include either a garage or carport then the same shall be embodied in the plans and shall be designed in affinity with the dwelling house. The Transferor's standard conditions are:-

- (a) not to commence construction of any dwelling house or double or multiple units prior to submitting to the Transferor and obtaining approval from the Transferor of the final building plans of any such dwelling house double or multiple units (as intended to be submitted for a building consent) including full details of all exterior colour schemes and finishes and details of fencing and front yard landscaping with such approval being entirely at the Transferor's discretion in all respects such approval or otherwise to be given by the Transferor within ten working days of submission to the Transferor of such plans and specifications;
- (b) to complete any building (that is ready for occupation including drives paths fences rotary hoeing and grassing) within 12 months of commencing construction;
- (c) not to use secondhand materials in any form whatsoever without the prior approval of the Transferor, such approval or otherwise to be entirely at the Transferor's discretion;
- (d) to satisfy the Transferor that the minimum gross floor area (excluding garage) for each single residence dwelling house will be at least 100 square metres and for each double or multiple unit will be at least 80 square metres;
- (e) not to use flat harditex plywood sheeting or metal sheeting as external wall cladding except for soffits basements and/or in association with texture or battened finishes;
- (f) to ensure that all exterior sheathing and finishing including exterior painting has been completed prior to occupation;
- (g) to construct all roofs of longrun colour steel or concrete or metal tiles or other tile approved by the Transferor;
- (h) not to erect or permit the erection of any fence:-
 - (i) wholly or partly of sheet or panel steel untextured flat fibrolite harditex or plywood or corrugated iron;

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Annexure Schedule

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ge", "Transfer", "Lease" etc

Transfer

Dated

29 March 2000

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of

4

Pages

- (ii) where the distance between the front line of any dwelling on a Covenanted Lot and the boundary of that Lot adjoining a road exceeds 4.5 metres within 4.5 metres of any such boundary of that Lot adjoining a road to a height of more than 1.2 metres;
- (iii) where the distance between the front line of any dwelling on a Covenanted Lot and the boundary of that Lot adjoining a road is less than 4.5 metres within such distance between the front line of such dwelling and any such boundary of that Lot adjoining the road to a height of more than 1.2 metres;
- (i) to expend a minimum of \$500.00 on flowers shrubs or other ornamental plants to be planted in the front yard of the Covenanted Lot within 24 months of the completion of construction of the dwelling or dwellings;
- (j) prior to completion to complete all vehicle crossings and driveways to the local authority standards and specifications and to a standard sympathetic with the subdivision such driveways being a minimum of 20 square metres in area laid from the boundary adjoining a road and to lay a pathway to the front door each such driveway and pathway to utilize permanent materials such as concrete concrete block paving or chip sealing;
- (k) to fully maintain the gardens and lawns and not to allow rubbish to accumulate on the Covenanted Lot or for the Covenanted Lot to become unsightly;
- (l) not to allow on to the Covenanted Lot or the subdivision any vehicle equipment or machinery which is unsightly or a nuisance to the Benefiting Lots;
- (m) not to erect or place or permit or cause to be erected or placed on the Covenanted Lot any caravan hut or shed to be used as a dwelling house or temporary dwelling without the prior written permission of the Transferor;
- (n) not to use or permit the Covenanted Lot to be used for any trading or commercial purposes without the Transferor's prior written approval;
- (o) not to remove any soil from the Covenanted Lot except where necessary for purposes of construction of a dwelling or dwellings thereon;
- (p) not to remove destroy or allow to suffer damage by neglect any trees shrubs or other plants established by the Transferor on the areas of the Covenanted Lots as set out in the Third Schedule and to replace any such tree shrub or plant which dies with another of the same species on the said areas;
- (q) the Transferor shall not be liable to pay for or contribute towards the expense of construction or maintenance of any fence between the Covenanted Lots and any contiguous land of the Transferor but this provision shall not enure to the benefit of any subsequent purchaser of the contiguous land.

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Annexure Schedule

TRANSFER

Dated

Page

of

Pages

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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.

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Approved by Registrar-General
of Land under No. 1995/1004

TRANSFER

Land Transfer Act 1952

PRODUCED
ENTERED

3.28 04 APR 00 D 493616 : 9F

PARTICULARS ENTERED IN REGISTER
LAND REGISTERED IN AUCKLAND
for REGISTER GENERAL OF LAND



USH

LINZ COPY

Law Firm Acting.
CRAIG GRIFFIN & LORD SOLICITORS MT EDEN AUCKLAND

9F T. 128
(1283/4810 to 497im)

Auckland District Law Society
REF: 4135

This page is for Land Registry Office use only.
(except for "Law Firm Acting")



Hazards

Legend

Map Labels
Street Address

Road and Rail Names

Mine Zones
Mine Zones

- Mine Zone 1
- Mine Zone 2
- Mine Zone 3

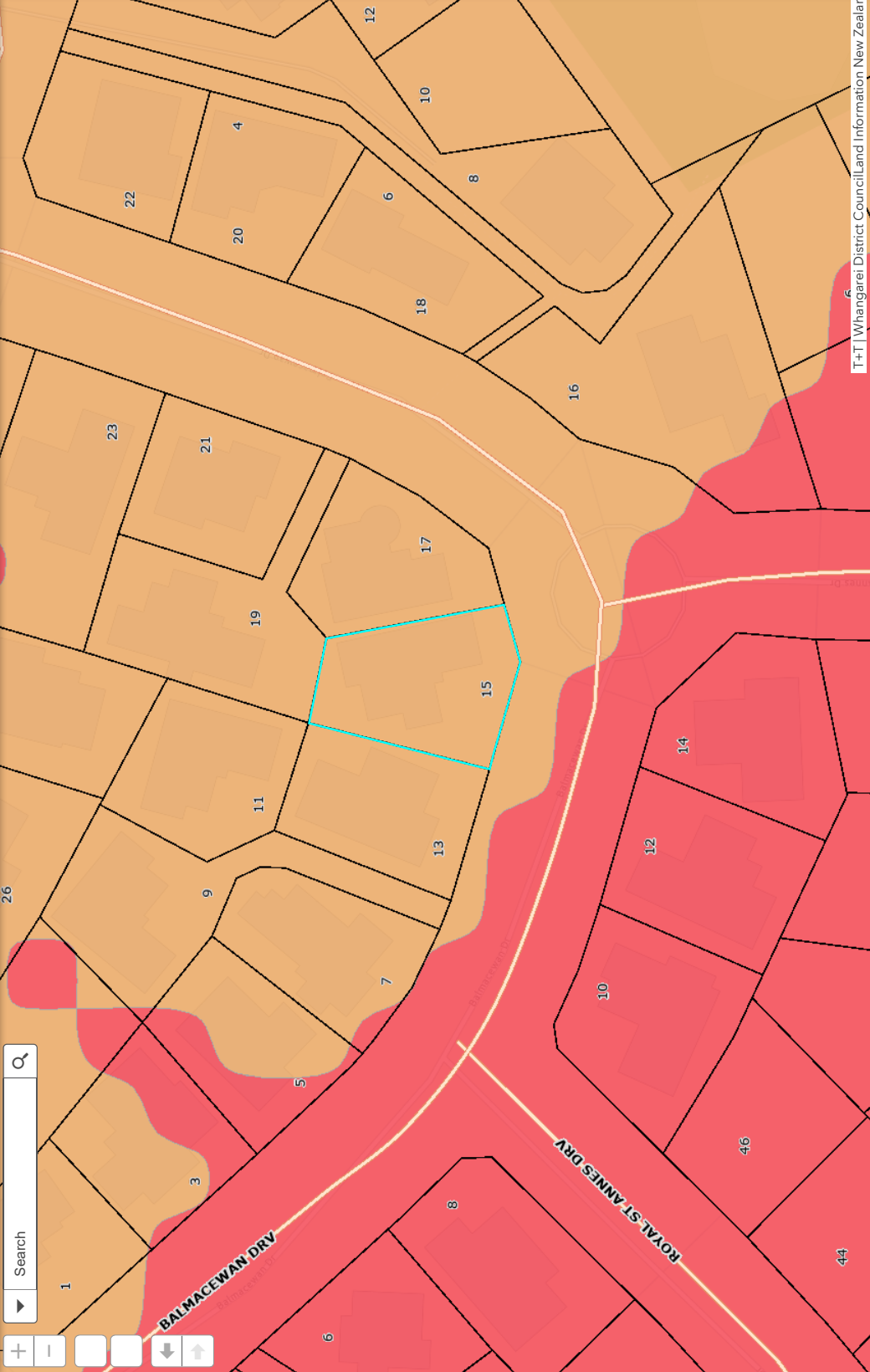
Map navigation and tool icons: Switch Map, Basemap, Layers, Legend, Select, Draw / Measure, Print, Zoom To Point, Elevation, About.

Map navigation controls: Search, +, -, Home, Back, Forward, Full Screen.

Map data: Eagle Technology, Land Information New Zealand, GEBCO, Co

Hazards

Search



Legend

Map Labels

Street Address

Road and Rail Names

Property Land and Roads

- Roads
 - State Highway
 - Public Road
 - Public, Private Maintain
 - Private Road
 - Service Lane
 - Accessway
 - Paper road
 - Proposed Road
 - Railway
- New Subdivisions
 - Proposed Pre-223
 - 223 Certificate
- Rates Property
- Land Parcels

Land Instability

- Land Instability
- Landslide Susceptibility Zone
 - High
 - Moderate
 - Low

T+T Whangarei District Council Land Information New Zealand

20m

1718870.97 6050465.94 Meters | Scale 1:564

Search by Property Address	Search by Property ID	Search by Assessment No	Search by Legal Description
<input type="text" value="15 Balmacewan Drive"/>			
<input checked="" type="radio"/> 15 Balmacewan Drive Te Kamo 0112			
Property Information		Rates Information	

Legal Description: LOT 291 DP 199869

Assessment Number: 0071275700

Property ID: 103906

Address: 15 Balmacewan Drive Te Kamo 0112

View Maps: [WDC Maps](#) [Google Maps](#)

Land Area (hectares): 0.0518

Capital Value: 2025/2026 \$760,000 2026/2027 \$0

Land Value: 2025/2026 \$320,000 2026/2027 \$0

Record of Title: 128B/497

Floor Area (square metres): 179

Site Area (square metres): 179

Improvements: DWG OB OI

Land Use Code: Residential Single Unit

Number of Units: 1

Property Category: RD200B

Zone (view District Plan Map): [District Plan Map](#) 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
103906	2025/2026	\$320,000	\$760,000	\$2,879.54	\$650.59	\$3,530.13
103906	2024/2025	\$320,000	\$820,000	\$2,623.82	\$627.68	\$3,251.5
103906	2023/2024	\$320,000	\$820,000	\$2,349.43	\$564.64	\$2,914.07
103906	2022/2023	\$320,000	\$820,000	\$2,177.78	\$520.39	\$2,698.17
103906	2021/2022	\$188,000	\$604,000	\$2,010.87	\$448.1	\$2,458.97
103906	2020/2021	\$188,000	\$604,000	\$1,883.22	\$382.64	\$2,265.86
103906	2019/2020	\$188,000	\$604,000	\$1,843.48	\$365.32	\$2,208.8
103906	2018/2019	\$116,000	\$400,000	\$1,747.42	\$336.39	\$2,083.81
103906	2017/2018	\$116,000	\$400,000	\$1,685.39	\$258.7	\$1,944.09
103906	2016/2017	\$116,000	\$400,000	\$1,623.25	\$251.91	\$1,875.16
103906	2015/2016	\$95,000	\$360,000	\$1,524.41	\$258.12	\$1,782.53
103906	2014/2015	\$95,000	\$360,000	\$1,403.87	\$228.98	\$1,632.85
103906	2013/2014	\$95,000	\$360,000	\$1,361.51	\$229.06	\$1,590.57
103906	2012/2013	\$125,000	\$385,000	\$1,399.78	\$227.91	\$1,627.69



Certifying Plumber's producer statement - construction

Office use
 Checked & complies * Checked & does not comply Not applicable

<input type="checkbox"/> Details checked, currently licensed	Issued by <u>Craig Rule Plumbing Ltd</u> Certifying reg no <u>10971</u> Licence expiry rate (must be current) <u>31.3.26</u> Business address <u>11 Cairn Way R.D.1 Kamo</u>
---	--

<input type="checkbox"/> Building consent checked	In respect of the testing of water pipe work prior to concealment, at Address <u>15 Balmacewan Drive</u> For (name of owner) _____ BC no _____
--	--

<input type="checkbox"/> Fully completed	I hereby state that I have tested the water pipe work installed in the building authorised by the building consent detailed above using the following method <input type="checkbox"/> Full <input checked="" type="checkbox"/> Part If part, please specify <u>Bathroom</u> <input type="checkbox"/> By pressurising the pipe work to 1500 kPa for a period of not less than 15 minutes for the cold and hot water supply and checking to see that there are no leaks. (NZBC G12/AS1 Clause 7.5.1) <input type="checkbox"/> By pressurising the u.p.v.c. cold water pipe work to 1.5 times the maximum working pressure for a period of not less than 15 minutes and checking to see that there are no leaks (NZBC G12/AS1 Clause 7.5.1) <input type="checkbox"/> By pressurising the pipe work to 1500 kPa for a period of not less than 5 minutes and checking to see that there are no leaks (AS/NZS 3500.1-2003) and believe on reasonable grounds, that the pipe work has passed that test
---	---

<input type="checkbox"/> Signed and dated	I understand that this producer statement will be relied upon by Council to confirm compliance with the building code and/or the condition of the building consent to which it relates I have read and understood the consented documents related to the work and confirm that the materials and processes used are consistent with those documents <u>C Rule</u> <u>9.2.26</u> Signature of certifying plumber Date
--	--

Office use

I have undertaken the checks detailed in this form and confirm

- The statement can be accepted and is in compliance with the WDC BCA procedure for acceptance of Producer Statements
- The statement cannot be accepted for the reasons below

 Building officer (print name) Signature Date