



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
LEASEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land  
Transfer Act 2017**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** **968193**  
**Land Registration District** **South Auckland**  
**Date Registered** 19 February 2021 04:36 pm

**Prior References**  
934599

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<b>Estate</b>	Leasehold	<b>Instrument</b>	L 12020593.5
<b>Area</b>	169 square metres more or less	<b>Term</b>	commencing 19 February 2021 to 31 December 2050

**Legal Description** Area 60 Deposited Plan 555589

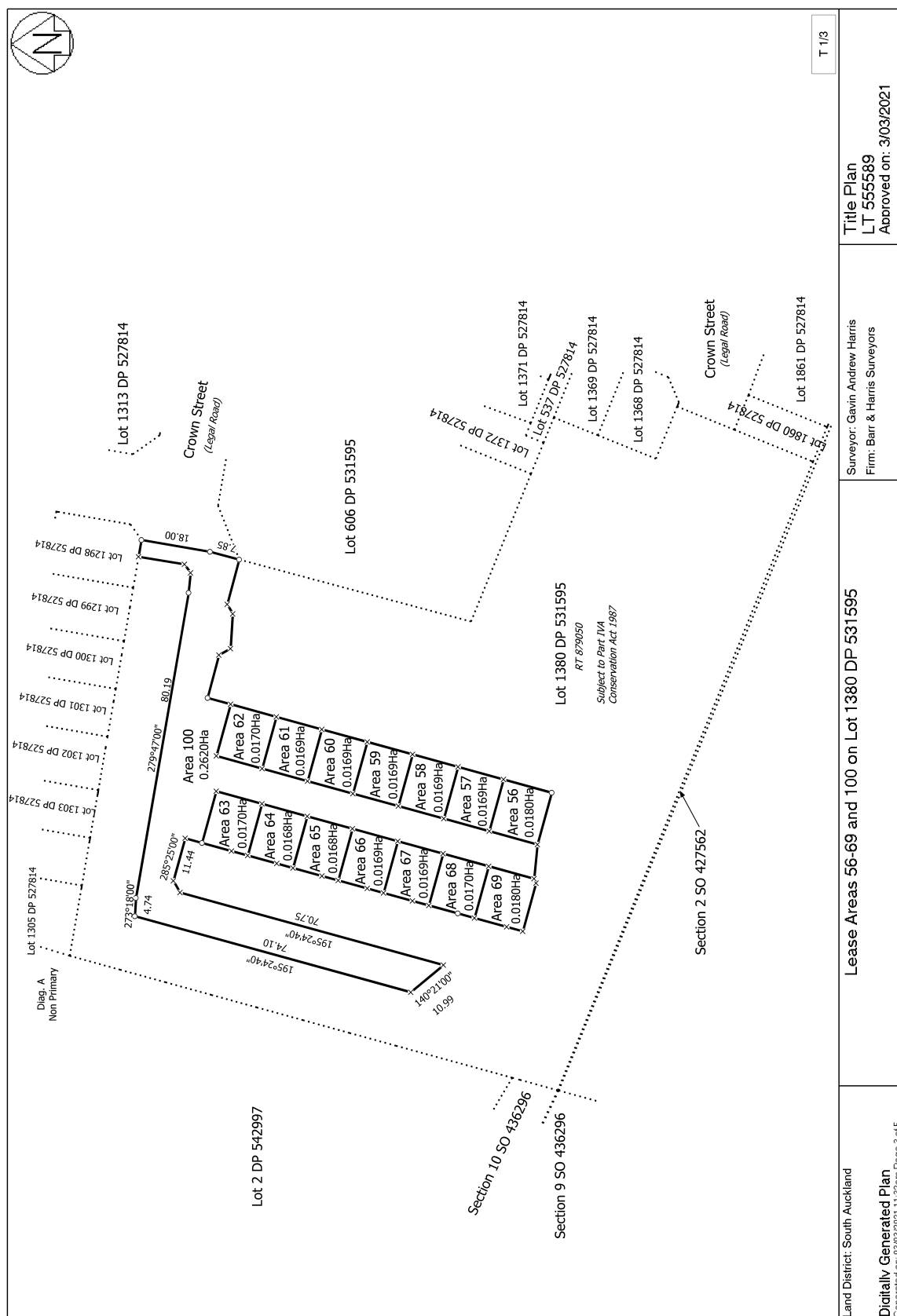
**Registered Owners**

Lyndon Spencer Townsend and Mary Rose Townsend

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**Interests**

Fencing Covenant in Transfer 12044741.1 - 8.3.2021 at 11:46 am



# View Instrument Details



**Instrument No** 12020593.5  
**Status** Registered  
**Date & Time Lodged** 19 February 2021 16:36  
**Lodged By** Jarden, Tania Dale  
**Instrument Type** Lease



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Affected Records of Title	Land District
934599	South Auckland
968193	South Auckland

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**Annexure Schedule** Contains 16 Pages.

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## Lessor Certifications

I certify that I have the authority to act for the Lessor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

I certify that the Mortgagee under Mortgage 11689498.4 has consented to this transaction and I hold that consent ☒

## Signature

Signed by Tania Dale Jarden as Lessor Representative on 19/02/2021 04:14 PM

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## Lessee Certifications

I certify that I have the authority to act for the Lessee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

## Signature

Signed by Tania Dale Jarden as Lessee Representative on 19/02/2021 04:14 PM

\*\*\* End of Report \*\*\*

## Sub-Lease Instrument

(Section 91 Land Transfer Act 2017)

CT	All/Part	Legal Description (if part)
934599	Part	Area 60 on DP 555589

## Lessor (Landlord)

Dunes Lifestyle Limited

## Lessee (Tenant)

Dunes Lifestyle Limited

## Estate or Interest

Leasehold

## Lease Memorandum Number (if applicable)

N/A

## Term

From the date of registration of this lease to 31 December 2050

## Rental

\$124.00 per week plus Outgoings in accordance with the Special Terms attached.

## Lease and Terms of Lease

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the Land in the affected record of title(s) for the Term and at the Rental and on the Special Terms attached.

## Special Terms

### 1. Definitions

#### 1.1. In this agreement:

- (i) **"Act"** means the Residential Tenancies Act 1986.
- (ii) **"Access Areas"** means the Area 100 as shown on the Survey Plan.
- (iii) **"Council"** means Tauranga City Council and its successors.
- (iv) **"Development"** means the Development to be constructed and operated by the Landlord on the Landlord's Property to be called The Dunes Lifestyle Village.
- (v) **"Direct Debit Form"** means the form attached as Schedule 2, which is to be completed and signed by the Tenant on becoming the Tenant.
- (vi) **"Head Lease"** means the registered lease numbered 11689498.2 between the Landlord and the owners of the fee simple interest in the Landlord's Property, whereby the Landlord is leasing the Landlord's Property from those owners.
- (vii) **"Landlord"** means the Lessor.
- (viii) **"Landlord's Property"** means the area of land leased by the Landlord under the Head Lease being Lot 1380 DP 531595 contained in RT 934599.
- (ix) **"Outgoings"** means all local, regional and other land and water rates, taxes, levies, maintenance costs or otherwise payable in respect of the Premises, as well as site infrastructure insurance.
- (x) **"Premises"** means Area 60 as shown on the Survey Plan being part of the Landlord's Property.
- (xi) **"Resource Consent"** means all resource consents required in respect of the Development, including in particular Land Use RC26705 issued by Council on 4 February 2019 including any subsequent variations.
- (xii) **"Rules"** means The Dunes Lifestyle Village Rules in respect of the Development to be prescribed by the Landlord from time to time and displayed within the Development, which at the date of this Lease are as set out in Schedule 1.
- (xiii) **"Survey Plan"** means DP 555589.
- (xiv) **"Tenant"** means the Lessee.

## 2. Residential Tenancy Act to Apply

- 2.1. As the Premises is a vacant site, the parties agree in accordance with s8 of the Act, that although the tenancy is a type that could normally be excluded from the Act that:
- (i) it is "a tenancy of premises used or intended to be used for residential premises"; and
  - (ii) the provisions of the Act will apply in respect of the tenancy, subject to the provisions of this Lease, which will prevail in the event of any inconsistencies between the two.

## 3. Rent Payments

- 3.1. All Rent and Outgoings will be paid by fortnightly direct debit into the Landlord's account in accordance with the Direct Debit Form.
- 3.2. The Tenant will pay a bond of an amount equivalent to two weeks rent on becoming the Tenant.

## 4. Rent Reviews

- 4.1. **Annual CPI Rent Reviews:** The first rent review will take place on 1 April 2021 and annually thereafter (**Rent Review Date**).
- 4.2. The rent on each Rent Review Date will increase by the rate of inflation based on CPI for the period from the previous Rent Review Date, except for the first rent review which will be from 1 April 2020, to the current Rent Review Date, but will not be less than the rent payable immediately prior to the Rent Review Date. For illustrative purposes only:

*First rent review: CPI = 2% then New rent = (2% of \$124) + \$124.00 = \$126.48*

*Second rent review: CPI = 2% then New rent = (2% of \$126.48) + \$126.48 = \$129.01*

- 4.3. **Market Rent Review:** In addition to each of the Annual CPI Rent Review, on a Rent Review Date that is 1 April 2030 and 1 April 2040, the Landlord may review the rent based on the current market value of the Premises, as assessed by a Registered Valuer to be appointed by the Landlord. If the market rent is greater than the CPI rent the Landlord may increase the rent to the market rent provided that this will be capped each market rent review to no greater than 10% of the rent for the preceding year.
- 4.4. If the relevant CPI is not published at the relevant Rent Review Date, as soon as the CPI is published an appropriate adjustment will be made to the rent (if necessary) with effect from the relevant Rent Review Date.
- 4.5. The new rent is payable from the relevant Rent Review Date once it is determined by the Landlord. Pending determination of the new rent, the Tenant will pay the rent that applies prior to the Rent Review Date. On determination of the new rent, the Tenant will immediately pay any shortfall to the Landlord.

**5. Access to Premises**

- 5.1. The Landlord will provide the Tenant with reasonable access to the Premises via the Access Areas.
- 5.2. When using the Access Areas, the Tenant will comply with the Rules and any interests registered against the Landlord's Property in respect of the Access Areas from time to time.

**6. Use of Premises**

- 6.1. The Tenant will use the Premises as its principal place of residence.
- 6.2. The Tenant's use of the Premises is subject to the right for the Landlord (and its grantees) to:
  - (i) locate the external wall of the neighbouring house along the North Eastern boundary and to encroach into the premises along that boundary by up to 1 metre for the purpose of opening windows, placement of part of the roof, eaves and gutters, and/or maintenance of those parts of the house, in which case the implied terms in relation to easements in clauses 1 and 10 to 14 of Schedule 5 of the Land Transfer Regulations 2018 will apply to this right as if it was one of the specified classes of easement in that Schedule; and
  - (ii) locate services within the Premises, and grant easements in respect of those services to any party, provided that:
    - (A) such services will be located underground where possible;
    - (B) will not unreasonably interfere with the Tenant's use of the Premises for residential purposes; and
    - (C) the implied easement terms under the Land Transfer Regulations 2018 will apply to any such services and/or easements as applicable.

**7. House**

- 7.1. The parties acknowledge that the house is located on the Southern boundary of the Premises and that the Tenant has the right to encroach into the area adjacent to and along that boundary up to 1 metre for the purpose of opening windows, placement of part of the roof, eaves and gutters, and/or maintenance of those parts of the house and that the implied terms in relation to easements in clauses 1 and 10 to 14 of Schedule 5 of the Land Transfer Regulations 2018 will apply to this right as if it was one of the specified classes of easement in that Schedule.
- 7.2. The parties acknowledge that the house, and associated fixtures, fittings and chattels on the Premises is the property of the Tenant and all obligations in respect of their related maintenance, repair, compliance with any relevant laws, insurance, and outgoings are the responsibility of the Tenant.
- 7.3. The Tenant will, at its cost, remove the house, and associated fixtures, fittings and chattels at the end of the tenancy, whether by way of expiration of the term, or

by way of valid cancellation in accordance with this Lease and/or the Act, and make good the Premises to a reasonably tidy standard.

- 7.4. In the event that the Tenant does not remove the house, and associated fixtures, fittings and chattels, the Landlord may, at the Tenant's cost, sell them and/or remove them, and restore the Premises in accordance with clause 7.3.
- 7.5. Any proceeds from a sale in accordance with clause 7.4 will be used to repay the Landlord for any costs incurred as part of the sale and any other outstanding amounts owed to the Landlord under this Lease, and any balance will be released to the Tenant.

#### **8. Compliance with Rules, Head Lease and Resource Consent**

- 8.1. The Tenant will at all times comply with, and procure its invitees to comply with the Rules, Head Lease, this Lease and Resource Consent.

#### **9. Death of Sole Tenant**

- 9.1. In the event of the death of a sole Tenant, the tenancy will not terminate, and the estate of the Tenant will assume responsibility of this Lease.

#### **10. First Right of Refusal**

- 10.1. In the event that the Landlord agrees with the lessor under the Head Lease to continue to lease the Premises for residential purposes, the Landlord will invite the Tenant, in writing to make an offer to lease the Premises before offering it to any other party. The Tenant will have 10 working days after the invite to make an offer.
- 10.2. If the Tenant does not make an offer within 10 working days, the Landlord may in its sole discretion offer and lease the Premises to any other party on any other terms.
- 10.3. If the Tenant makes an offer, the Landlord will decide whether or not, in its sole discretion, to accept the offer. The Landlord will advise the Tenant of its decision within 5 working days of receiving the offer. If the Landlord does not accept the offer, the Landlord may in its sole discretion offer and lease the Premises to any other party on any other terms.

#### **11. No Objection**

##### **11.1. The Tenant will:**

- (i) Not object to, frustrate, hinder, or prevent, any lawfully authorized subdivision or development undertaken or to be undertaken by the Landlord or any person nominated by the Landlord on the Landlord's Property or any other land acquired or to be acquired by the Landlord.
- (ii) Not object to, lodge a submission or appeal objecting to, frustrate, hinder or prevent any application for resource consent, building consent, or plan change or variation by the Landlord, or any such application supported by the Landlord to undertake any subdivision or development of the



Landlord's Property or any other land acquired or to be acquired by the Landlord.

- (iii) Support and provide its unconditional consent to any application for resource consent, building consent, or plan change or variation by the Landlord, or any such application supported by the Landlord or to undertake any subdivision or development of the Landlord's Property or any other land acquired or to be acquired by the Landlord, and will upon request from the Landlord, execute all documents and do all things necessary to provide such unconditional consent as may be required by the Landlord in that regard.

## **12. Cancellation or Surrender of Head Lease**

12.1. The parties acknowledge and agree that in the event the Head Lease is cancelled or surrendered, the following provisions shall apply:

- (i) The lessor under the Head Lease shall be deemed to have acquired the Landlord's interest under this Lease and the provisions of this Lease, with any necessary modifications, shall continue to apply notwithstanding that this Lease may no longer be registered; and
- (ii) If required by either the Tenant or the lessor under the Head Lease, the parties will arrange for this Lease to be registered at the cost of the party requiring registration.

## **13. Property Law Act**

13.1. The parties acknowledge and agree that, pursuant to s142 of the Act, Part 4 of the Property Law Act 2007 does not apply to this tenancy.

## **Schedule 1: Rules**

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**Dunes Lifestyle Village Rules**

**1. Definitions**

- 1.1 "Access Areas" means Area 100 on DP 555589.
- 1.2 "Management" means Dunes Lifestyle Limited, or its employee/appointed person, managing the Village.
- 1.3 "Occupant" means any person staying at a Site for a period of more than 10 days in any 30-day period.
- 1.4 "Owner" means a tenant under a tenancy agreement with Dunes Lifestyle Limited in respect of a Site at the Village.
- 1.5 "Village" means Dunes Lifestyle Village.
- 1.6 "Site" means an area leased by an Owner within the Village.

**2. Occupants**

- 2.1 All Occupants must be over the age of 55 years.
- 2.2 Notwithstanding clause 2.1, the Management may at its discretion from time to time allow an Occupant under the age of 55 but over the age of 50, who is the partner of an existing Occupant that is over the age of 55 years.
- 2.3 There must not be more than two Occupants in residence at a Site at any one time.
- 2.4 Any Occupants who are not Owners must first be approved by Management.

**3. Visitors**

- 3.1 Visitors must not stay at a Site for a period of more than 10 days in any 30-day period.
- 3.2 Any children up to the age of 16 years visiting within the Village must be supervised at all time.
- 3.3 Owners will be held fully responsible for the actions of their Occupants and Visitors and must ensure that they adhere to these Rules at all times.
- 3.4 Designated Visitor car parks are only to be used for Visitor vehicles and they must not be used continuously for more than 12 hours.

**4. Vehicles**

- 4.1 Owners, Occupants, and their Visitors must not park a vehicle on any part of the Access Areas, unless designated by Management for that purpose.
- 4.2 Management may clamp or remove a vehicle that the Management considers is parked in such a manner that is in breach of this Rule 4.1, at the expense of the owner of the vehicle concerned, and Management shall not be liable for any resulting damage, loss and/or cost.
- 4.3 Vehicle speed within the Village is to be kept under 10 km/h.

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## **5. Pets**

- 5.1 No Owner, Occupant, or Visitor is permitted to bring or keep more than two animals or pets (including but not limited to cats, fish and small caged birds) within the Village.
- 5.2 No Owner, Occupant, or Visitor is permitted to bring or keep dogs within the Village.
- 5.3 Notwithstanding clause 5.2, any Owner, Occupant, or Visitor who relies on a guide, hearing or assistance dog (being a dog certified as a disability assist dog in accordance with the Dog Control Act 1996) may bring or keep such dog within the Village.
- 5.4 The Owner of an animal or pet permitted under these rules within the Village must ensure that the animal or pet does not affect the quiet enjoyment of any Site of any other Owner or Occupant, soil or damage any part of the Village and if it does that Owner must promptly arrange for such soiling or damage to be cleaned and/or repaired as soon as possible.
- 5.5 The Occupants will be asked to remove pets that continue to generate proven complaints.

## **6. Building Repairs**

- 6.1 No buildings are permitted other than the original buildings, which must be located, repaired, maintained and/or replaced as required in the same location and to the same standard as the original buildings.

## **7. Landscaping, Fencing & Alterations**

- 7.1 No fencing or letterbox is permitted other than the original fencing and original letterbox, which must be located, repaired, maintained and/or replaced as required in the same location and to the same standard as the original fencing and original letterbox, unless otherwise agreed by Management in writing.
- 7.2 Any alterations to the Site (including but not limited to car ports, pergolas, awnings, decks, ramps, car park pads, extra concrete) must be approved by Management. Management, at its discretion, can request detailed plans and statutory consents of such alterations during the approval process.
- 7.3 No Owners are to plant any shrubs or trees within the Village that will exceed a height of 3.5 m and/or that can potentially damage services underground.

## **8. Landlord's Property**

- 8.1 The Access Areas are only to be used for access to the Site or for such other purpose designated by Management from time to time.
- 8.2 In the event any Owner, Occupant or Visitor causes any damage to the Access Area, then the relevant Owner must promptly arrange for such damage to be repaired. If such repairs are not completed within a reasonable time from receipt of notice from Management, then Management can arrange for such damage to be repaired and the cost of such damage will become a debt owing by the Owner to Management.
- 8.3 If any debt due under clause 8.2 is not paid within 10 working days of receipt of an invoice, interest will accrue on the outstanding debt at a rate of 12% per annum.

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**9. Change of Rules**

- 9.1 Management has full and sole discretion to add, delete and/or amend these Rules as it deems necessary, provided that Management will notify the Owners and Occupants of any such additions, deletions, or variations within a reasonable time.

**10. Subletting and Assignment by Owner**

- 10.1 In accordance with section 44 of the Residential Tenancies Act 1986, the Owner may not assign, sublet or otherwise part with possession of their Site without the prior written consent of Management, in accordance with any terms and conditions Management deems necessary.

**11. Maintenance by Owners and Occupants**

- 11.1 Owners and Occupants acknowledge that they will be responsible for keeping their Site maintained and to a standard acceptable to Management. Should the Site not be maintained to a standard acceptable to Management, then Management can arrange for such work required to be completed and the cost of such work will become a debt owing by the Owner to Management.
- 11.2 If any debt due under clause 11.1 is not paid within 10 working days of receipt of an invoice, interest will accrue on the outstanding debt at a rate of 12% per annum.

**12. The Privacy Act 1993**

- 12.1 Owners and Occupants acknowledge that their tenancy agreement with Dunes Lifestyle Limited is subject to the provisions of the Privacy Act 1993. Any information provided on their tenancy agreement or provided as part of their tenancy shall not be used or disclosed, without consent, for any purpose other than the administration of the tenancy or to pursue legal action.

**13. Application of Rules**

- 13.1 Owners and Occupants acknowledge that these Rules are subject to and in addition to the rights and obligations contained in their tenancy agreement with Dunes Lifestyle Limited and that these Rules do not in any way negate the terms of their tenancy agreement.

Schedule 2: Direct Debit Form

**Dunes Lifestyle Ltd**  
 PO Box 11057, Palm Beach, Papamoa 3151, New Zealand  
 Ph: 07 542 0815

### Direct Debit Authority

My account to be debited (acceptor)				Initiator's authorisation code					
				0 2 3 4 9 5 1					
Name of my bank									
Bank	Branch	Account	Suffix						

**From the acceptor to my bank:**

I authorise you to debit my account with the amounts of direct debit instructions received from **Dunes Lifestyle Limited** (the 'Initiator') with the authorisation code specified on this authority and in accordance with this authority until further notice from me.

I agree that this authority is subject to:

- my bank's terms and conditions that relate to my account, and
- the terms and conditions listed below.

Authorised signature/s:	Date:
	/ /

#### Specific conditions relating to notices and disputes

- 1) I agree that the Initiator must give me at least 10 days' prior notice of each direct debit, including the first direct debit in a series.
- 2) Changes to the amounts or dates of a series of direct debits require 30 days' prior notice to me.
- 3) I can also agree with the Initiator to receive a same day notice for direct debits specifically requested by me.
- 4) All notices must be in writing, but can be delivered electronically, if I have agreed that with the Initiator.
- 5) I can also ask you to reverse a direct debit up to 120 days after the direct debit if.
  - I didn't receive proper notice of the amount and date of the direct debit, or
  - I received notice but the amount or date of the direct debit is different from the amount or date on the notice.
- 6) If you dishonour a direct debit but the Initiator retries it within 5 business days of the original direct debit, I understand that the Initiator doesn't need to notify me again about that direct debit.

For Bank Use Only			
Date Received:	Recorded by:	Checked by:	BANK STAMP
Original – Retain at Branch			
Copy – Forward to Initiator if requested			

**ANNEXURE SCHEDULE - CONSENT FORM****(Section 225(1) Land Transfer Act 2017)**

Person giving consent	Capacity and Interest of Person giving consent
Bank of New Zealand	Mortgagee under Mortgage no 11689498.4 & 11689498.3

**Consent**

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 lease instruments as attached.

Dated this 6th day of AUGUST 2020

**Attestation**

<b>Signed for and on behalf of</b> <b>Bank of New Zealand by its</b> <b>Attorney.</b>  <b>Moana</b> <b>Tuitama'i</b>  <small>Digitally signed by Moana Tuitama'i Date: 2020.08.06 12:36:44 +12'00'</small>	<b>Signed in my presence by the Person giving consent</b> <b>kim stockman</b> <small>Digitally signed by kim stockman Date: 2020.08.06 17:08:03 +12'00'</small> <b>Signature of Witness</b> <i>Witness to complete in BLOCK letters (unless legibly printed):</i>  <b>Witness name</b> Kim Stockman <b>Occupation</b> Bank Officer <b>Address</b> Auckland
<b>Signature of Person giving consent</b>	





**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

I, **Moana Tuitama'i, Quality Support Lending Services** Officer of Auckland, New Zealand, certify:

1. That by deed dated 8 May 2015, Bank of New Zealand, of Level 4, 80 Queen Street, Auckland, New Zealand, appointed me its attorney.
2. A copy of the deed is deposited in the Hamilton registration district of Land Information New Zealand as dealing No. 10097085.2
3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Auckland 06 August 2020

**Moana  
Tuitama'i**

Moana Tuitama'i

Digitally signed by Moana  
Tuitama'i  
Date: 2020.08.06 12:36:59  
+12'00'

## ANNEXURE SCHEDULE - CONSENT FORM

(Section 225(1) Land Transfer Act 2017)


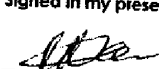
Person giving consent	Capacity and Interest of Person giving consent
Bluehaven Commercial Limited	Registered Owner

## Consent

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 lease instruments as attached.

Dated this 24 day of July 2020

## Attestation

 (Director) Signature of Person giving consent	Signed in my presence by the Person giving consent  Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed): Witness name <u>RACHAEL SHEERAN</u> Occupation <u>ADMIN OFFICER</u> Address <u>150 FLAT ROAD</u> <u>RD 5</u> <u>TE AWAMUTU</u>

## ANNEXURE SCHEDULE - CONSENT FORM

(Section 225(1) Land Transfer Act 2017)

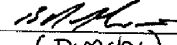
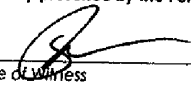
Person giving consent	Capacity and Interest of Person giving consent
Bluehaven Commercial Limited	Registered Owner

## Consent

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 lease instruments as attached.

Dated this 24 day of July 2020

## Attestation

 (Director) Signature of Person giving consent	Signed in my presence by the Person giving consent  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name <u>Simon PADUCH</u> Occupation <u>SALES MANAGER</u> Address <u>108 THE GREEN</u> <u>MOUNT MAUNGAKAI</u> <u>2116</u>
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