

BUYER INFORMATION · CROSS-LEASE TITLE

Understanding the cross-lease at

10B Warwick Place

Raumanga, Whangārei

A three-bedroom home on a cross-lease shared by two homes. This booklet explains how the cross-lease works and the rules that come with it.

> General information only, not legal advice. Please take independent legal advice before you buy.

Megan Hetges · Arizto · 022 465 9330 · megan.h@arizto.co.nz · meganhetgesrealestate.co.nz

THE BASICS

What is a cross-lease?

A cross-lease is a way of owning a home that shares one piece of land with other homes. It is common in New Zealand for homes built from the 1960s to the 1990s.

1. Everyone owns the land together

All the owners own the whole section together. Each owner holds a share, for example a half or a fifth. The legal name for this is **"fee simple"**. It just means full ownership of the land, shared between you.

2. Each home is leased to its owner

The owners then lease each home to its own owner, usually for 999 years. The **lease** is the rulebook. It says what you can and can't do, and how shared costs are split.

3. The flat plan shows what is yours

The **flat plan** is a drawing that is part of the title. It shows where each home sits, and which outdoor areas are for one owner only or shared by all.

4. The land share and the lease go together

You can't sell one without the other. Both are on one title, called the **Record of Title**.

5. Other things can be on the title

An **easement** is a right to use someone else's land for something, like a right of way to drive across it. A **covenant** is a written promise about how land can or can't be used.

In short

You own your home and use your areas much like a normal house. But you share the land, you follow the lease rules, and you work with the other owners on some decisions. Every cross-lease is different, so always take independent legal advice on the one you are buying.

THIS PROPERTY

How this cross-lease works

Source: Record of Title NA44B/575 (search copy dated 5 Oct 2026) and lease L 729400.4, downloaded from the listing page.

1/2	2	729m²	999 yrs
share of the land	homes on the site	whole site	lease from 1978

You own half the land · View title ↗

The whole site is Lot 19 DP 82837, about 729m². This title holds a one-half share of it. (Record of Title)

You and one other owner own the land together.

You share it with one other home: Flat 1 · View title ↗

This home is Flat 2. The other home is Flat 1, which has its own title, NA44B/574. (Record of Title)

One neighbour is part of decisions about the land and the building.

Your lease: 999 years from 16 May 1978 · See lease ↗

The lease is L 729400.4. The yearly rent is ten cents. (Lease p1)

The lease will not run out in your lifetime. The rent is a token amount.

Your flat plan: DP 86674 · View flat plan ↗

The plan is page 3 of the Record of Title. It shows Flat 2 and area "B" for Flat 2, plus Flat 1 and area "A". (Flat plan)

Check the plan with your lawyer and make sure the home and its decks match it.

SOURCE DOCUMENTS · TAP TO OPEN

Record of Title NA44B/575 ↗ · Memorandum of Lease L 729400.4 ↗ · Flat plan DP 86674 (title page 3) ↗






The home: 3 bedrooms, 1 bathroom, 120m² floor area, internal-access garage, off-street parking on the shared driveway. Enquiries over $365,000. Some listing images have been virtually staged.

FROM THE TITLE AND LEASE

The rules, one by one

These are the actual rules from this property's title and lease (L 729400.4), put into simple words. The lease is an old typed document, so take independent legal advice on the exact wording.

Structural changes need consent · See lease cl. 9 ↗

You can't make structural changes to the flat, walls, partitions, passageways or stairs without written consent from the other owner(s) first.

What it means for you: Talk to your neighbour before building work, and get their OK in writing.

Shared costs split 50/50 · See lease cl. 2 ↗

You pay a "proportionate share", which the lease sets at one half, of shared costs: rates, building insurance, drains and plumbing, roof and spouting, outside painting, structural repairs, grounds and fences, a repair fund and other shared costs. Late payments can attract interest.

What it means for you: Budget for half of outside and shared upkeep.

Insurance · See lease cl. 12 ↗

The owners must insure the building for its full insurable value against fire and earthquake, on a replacement basis. Insurance money must be used to rebuild.

What it means for you: Check with your insurer and bank how the building is insured.

Living use and pets · See lease cl. 3 ↗

The home is for living in only. No cat, dog, bird or other pet that may unreasonably disturb the other owner's quiet enjoyment, or be a nuisance.

What it means for you: Pets are not banned outright, but they must not bother your neighbour. Ask your lawyer if you have pets.

Looking after your home · See lease cl. 5 ↗

You look after the inside of your home at your own cost. The outside and roof must be kept in good repair, with costs shared. If damage is caused by you or your visitors, you pay.

What it means for you: Same as a normal house inside; outside work is a shared job.

Your own area "B" · See lease cl. 11(b) ↗

The owners promise that no one else will use the area marked "B" on flat plan DP 86674. The plan shows area B with Flat 2, and area A with Flat 1. This promise is noted on the title as a land covenant.

What it means for you: Area B is for this home only. Walk the boundary with your lawyer's plan to see where it is.

FROM THE TITLE AND LEASE

The rules, continued

Shared driveway and paths · See lease cl. 11(a) ↗

You can use the drives, paths and grounds together with the other owner to get to your home. Keep shared areas clear of rubbish and obstructions.

What it means for you: The driveway is shared. Keep it clear and agree on parking.

Decisions and disputes · See lease cl. 18 ↗

Proposals are made in writing. Owners have 7 days to object. With only two owners, if you can't agree, it goes to an arbitrator (an independent person who decides).

What it means for you: Disagreements don't go to court first. They go to an arbitrator.

If an owner doesn't do their part · See lease cl. 15 ↗

If an owner breaks the lease and doesn't fix it within 28 days' notice, the lease can be ended. The lease also gives the other owner strong powers to act for them, up to selling, after notice.

What it means for you: Keep to the rules and pay your share on time.

Renting it out · See lease cl. 23 ↗

You may let the home to a reputable tenant, as long as the tenant is bound to respect the other owner's rights.

What it means for you: You can rent it out. Use a proper tenancy agreement.

Four rights of way · View title ↗

This land benefits from rights of way under Transfers A104662, A129062, A129607 and A450771. A right of way lets you cross someone else's land.

What it means for you: They help with access. [To confirm with your lawyer] where each one runs and who maintains it.

Building line restriction and older covenant · View title ↗

A building line restriction (K112088) is on the title. It limits where buildings can go. The lease also mentions a restrictive covenant in Transfer 370419.6, which is not listed on the current title.

What it means for you: It may limit where you can build. [To confirm with your lawyer] what each one says.

Seller's mortgage · View title ↗

There is an ANZ mortgage on the title.

What it means for you: The seller's mortgage is normally paid off and removed at settlement.

BALANCED VIEW

The good and the things to check

ADVANTAGES

Usually cheaper
Cross-lease homes often cost less than a similar standalone house.

Easy-care section
Smaller grounds mean less lawn and garden to look after.

No body corporate
There is no body corporate and no yearly levy. Owners sort things out between themselves.

Long lease
The lease runs for 999 years, so it will not run out on you.

Your own home
You live in your own home with your own areas, much like owning a house.

A small group
Only two homes share this land, so decisions are made between just two owners.

THINGS TO CHECK

Neighbours must agree
Structural changes need the other owners' written OK.

Flat plan must match
If a home has been changed and the plan was not updated, the title can be "defective". Fixing it costs time and money.

Shared costs
Outside repairs, insurance, roof and grounds costs are shared.

Shared decisions
If owners don't get along, decisions can be slow or go to arbitration.

Lending and insurance
Banks and insurers will check the title and lease. Some ask for more information.

Changing the title costs
You can sometimes change to a freehold or unit title, but it needs everyone to agree, plus surveyors, lawyers and council fees.

Take independent legal advice. Your own lawyer should check these points for this property before you commit.



IMPORTANT

Take independent legal advice

This booklet is general information only. It is not legal advice. It is a simple summary of the Record of Title and lease as we read them, and it may not include every detail.

Before you make an offer, read the Record of Title, the flat plan and the lease, and get advice from your own lawyer. Do not rely on this booklet when deciding to buy.

Megan Hetges and Arizto have not checked whether the buildings match the flat plan.

SOURCE DOCUMENTS · TAP TO OPEN

Record of Title NA44B/575 ↗ · Memorandum of Lease L 729400.4 ↗ · Flat plan DP 86674 (title page 3) ↗

Megan Hetges

Arizto · 022 465 9330 · megan.h@arizto.co.nz

meganhetgesrealestate.co.nz