

BUYER INFORMATION · CROSS-LEASE TITLE

Understanding the cross-lease at

4/13 Fifth Avenue

Avenues, Whangārei

A private upper-level unit on a cross-lease shared by five 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.

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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 NA30C/862 (search copy dated 28 Sep 2026) and lease L 321595.6, downloaded from the listing page.

1/5	5	1,001m²	999 yrs
share of the land	homes on the site	whole site	lease from 1974

You own one fifth of the land · View title ↗

The whole site is Lot 24 DP 27128, about 1,001m². This title holds a one-fifth share. (Record of Title; lease p4)

You and four other owners own the land together.

You share it with four other homes · View title ↗

This home is Flat 4. The others are Flats 1, 2, 3 and 5, with titles NA30C/859, 860, 861 and 863. (Record of Title)

Shared decisions are made with four neighbours.

Your lease: 999 years from 1 November 1974 · See lease ↗

The lease is L 321595.6. The yearly rent is a token amount. (Lease p1)

The lease will not run out in your lifetime.

Your flat plan: DP 74759 · View flat plan ↗

On the plan, Flat 4 is on the first floor, with its own steps, terrace and balcony. It also shows garages and outdoor areas A to E; area E is for Flat 4. (Flat plan)

Check that the unit, terrace, carparks and shed match the plan. [To confirm with your lawyer]

SOURCE DOCUMENTS · TAP TO OPEN

Record of Title NA30C/862 ↗ · Memorandum of Lease L 321595.6 ↗ · Flat plan DP 74759 ↗






The home: 2 bedrooms, 1 bathroom, 80m² upper-level unit, large private terrace, two carparks and a storage shed. Deadline sale Friday 30 October 2026, 2pm (unless sold prior).

FROM THE TITLE AND LEASE

The rules, one by one

These are the actual rules from this property's title and lease (L 321595.6), 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. 10 ↗

No structural changes to the building without the other owners' written consent first.

What it means for you: Big changes, like new walls or decks, need your neighbours' OK in writing.

Shared costs: one fifth each · See lease cl. 2 ↗

You pay one fifth 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 one fifth of outside and shared upkeep.

Insurance · See lease cl. 13 ↗

The building must be insured 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 five flats are insured.

Living use and pets · See lease cl. 3 ↗

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

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

Looking after your home · See lease cl. 5 ↗

You look after the inside of your flat at your own cost. The outside and roof are kept in good repair by the owners together, with costs shared.

What it means for you: Inside is yours; outside work is a shared job.

Area E is yours; A to D are not · See lease cl. 24 ↗

Flat plan DP 74759 gives area E to Flat 4, and areas A, B, C and D to Flats 1, 2, 3 and 5. Flat 4 agrees never to enter or use areas A to D.

What it means for you: Some outdoor areas belong to other flats only. Check on the plan where area E is.

FROM THE TITLE AND LEASE

The rules, continued

Shared driveway, paths and stairs · See lease cl. 6 ↗

You can use the drives, paths, grounds, stairways, balconies and verandahs together with the other owners to reach your flat. Keep shared areas clear and put bins where approved.

What it means for you: Shared spaces are for access. Keep them clear.

Majority decisions: one vote per fifth · See lease cl. 19 ↗

Proposals are made in writing. Owners have 7 days to respond. A majority binds everyone, and each one-fifth share gets one vote. Bigger spending over a set limit can be taken to arbitration. [To confirm with your lawyer] the dollar limit (unreadable in the scan).

What it means for you: You have one vote in five on shared spending.

Disputes go to arbitration · See lease cl. 18 ↗

Disagreements under the lease go to arbitration (an independent person decides) under the Arbitration Act.

What it means for you: Disputes are settled privately, not in court first.

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. Owners who don't act on a majority decision within 7 days give the others power to act for them.

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

Renting it out · See lease cl. 21 ↗

You may let the flat to a reputable tenant for a reasonable period when you can't live in it yourself, with a tenancy agreement that protects the other owners' rights.

What it means for you: Renting is allowed, but the wording is narrow. [To confirm with your lawyer] how it applies to investors.

Easements and covenants · View title ↗

No rights of way or land covenants are listed on the current title, apart from the five leases. The lease mentions a fencing covenant in Transfer 394629.

What it means for you: Fewer extra rules on the land. [To confirm with your lawyer] whether the fencing covenant still applies.

Seller's mortgage · View title ↗

There is a BNZ 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
Five owners share the land, a much smaller group than most apartment complexes.

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

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