



Tutukaka 22 Genoa Lane

A Magical Location - Section (601m² approx)

Price by Negotiation - Seeking offers in the region of mid to high \$400ks

As you enter the Marina Vista gate, and meander up to this site you will immediately appreciate the magical and expansive views. With such magical views you can envisage yourself in a uniquely designed home of your dreams, capturing a bird's eye view of every angle this site boasts.

All the hard work of preparing this lovely site is done, retaining walls, power and phone cable already installed. What's more there are existing house plans, and drafts to suit a range of budgets.

This gated community already boasts quality homes, so this section sits in good company providing a secure and tranquil setting, allowing for the full enjoyment of the community with functions, community trust, and a spirit of care for all.

Perfectly positioned for you to wander down at your leisure to enjoy a morning coffee at the local café, or feast your eyes around the local art galleries. With local restaurants to choose from you can enjoy the Marina view from your table with family and friends.

Price by Negotiation

View www.harcourts.co.nz/WR37796 **Rates** \$1,457.47 **Land area** 601 sqm



Steve and Miriam Davis

Licensed REAA 2008

M 021 820 015 P 0800 832 632

steve.davis@harcourts.co.nz

Optimize Realty Ltd

Licensed REAA 2008



Property Details

Property Type	Section
Tenure	Freehold



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




R.W. Muir
Registrar-General
of Land

Identifier **215950**
Land Registration District **North Auckland**
Date Issued 24 August 2005

Prior References
158976

Estate Fee Simple
Area 601 square metres more or less
Legal Description Lot 15 Deposited Plan 352664
Registered Owners
Julie Ann Thomson

Estate Fee Simple - 1/14 share
Area 2821 square metres more or less
Legal Description Lot 31 Deposited Plan 352664
Registered Owners
Julie Ann Thomson

Estate Fee Simple - 1/30 share
Area 2425 square metres more or less
Legal Description Lot 32 Deposited Plan 352664
Registered Owners
Julie Ann Thomson

Estate Fee Simple - 7/300 share
Area 1795 square metres more or less
Legal Description Lot 50 Deposited Plan 198759
Registered Owners
Julie Ann Thomson

Interests

Subject to Section 59 Land Act 1948

Subject to a right (in gross) to transmit telecommunications in favour of Telecom New Zealand Limited created by Transfer D476287.1 - 7.2.2000 at 3.31 pm (affects Lot 50 DP 198759)

The easements created by Transfer D476287.1 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right of way and right to drain stormwater (in gross) in favour of The Whangarei District Council created by Transfer D476287.2 - 7.2.2000 at 3.31 pm (affects Lot 50 DP 198759)

The easements created by Transfer D476287.2 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to transmit electricity in favour of Northpower Limited created by Transfer D476287.3 - 7.2.2000 at 3.31 pm (affects Lot 50 DP 198759)

The easements created by Transfer D476287.3 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right to drain water created by Easement Instrument 6367266.2 - 4.4.2005 at 9:00 am
6546356.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 24.8.2005 at 9:00 am (affects Lot 15)

Subject to Section 241(2) Resource Management Act 1991 (affects DP 352664)

Land Covenant in Easement Instrument 6546356.4 - 24.8.2005 at 9:00 am

Subject to a right to transmit electricity (in gross) over Lot 32 DP 352644 in favour of Northpower Limited created by Easement Instrument 6546356.5 - 24.8.2005 at 9:00 am

The easement created by Easement Instrument 6546356.5 is subject to Section 243 (a) Resource Management Act 1991

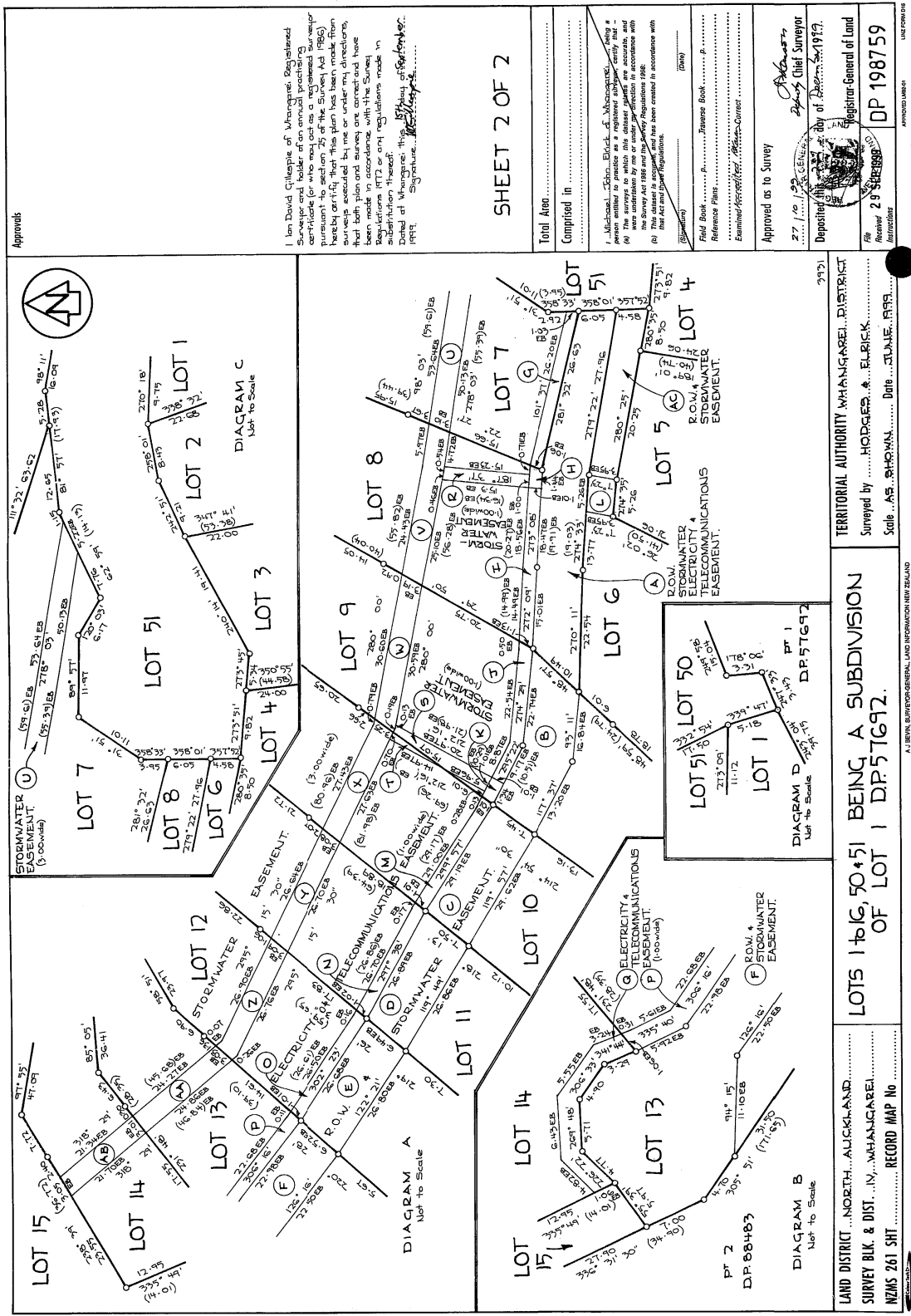
Appurtenant hereto is a right of way, a right to drain water and sewage and convey telecommunications and computer media created by Easement Instrument 6546356.6 - 24.8.2005 at 9:00 am

The easements created by Easement Instrument 6546356.6 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 6546356.7 - 24.8.2005 at 9:00 am

Land Covenant in Easement Instrument 6546356.8 - 24.8.2005 at 9:00 am

11791914.5 Mortgage to Westpac New Zealand Limited - 9.7.2020 at 11:12 am



APPROVED

I, Ian David Gillespie of Whangarei, Registered Surveyor and holder of an annual practising certificate, in accordance with the Survey Act 1980 and the Survey Regulations 1982, have conducted a survey for the purposes of sections 30 of the Survey Act 1980 and to certify that this plan has been made from surveys executed by me or under my directions, that both plan and survey are correct and have been made in accordance with the Survey Regulations 1982 or any regulations made in pursuance thereof. I certify that this plan has been made in accordance with the Survey Act 1980 and the Survey Regulations 1982. Signed: Ian David Gillespie, Registered Surveyor, Whangarei.

SHEET 2 OF 2

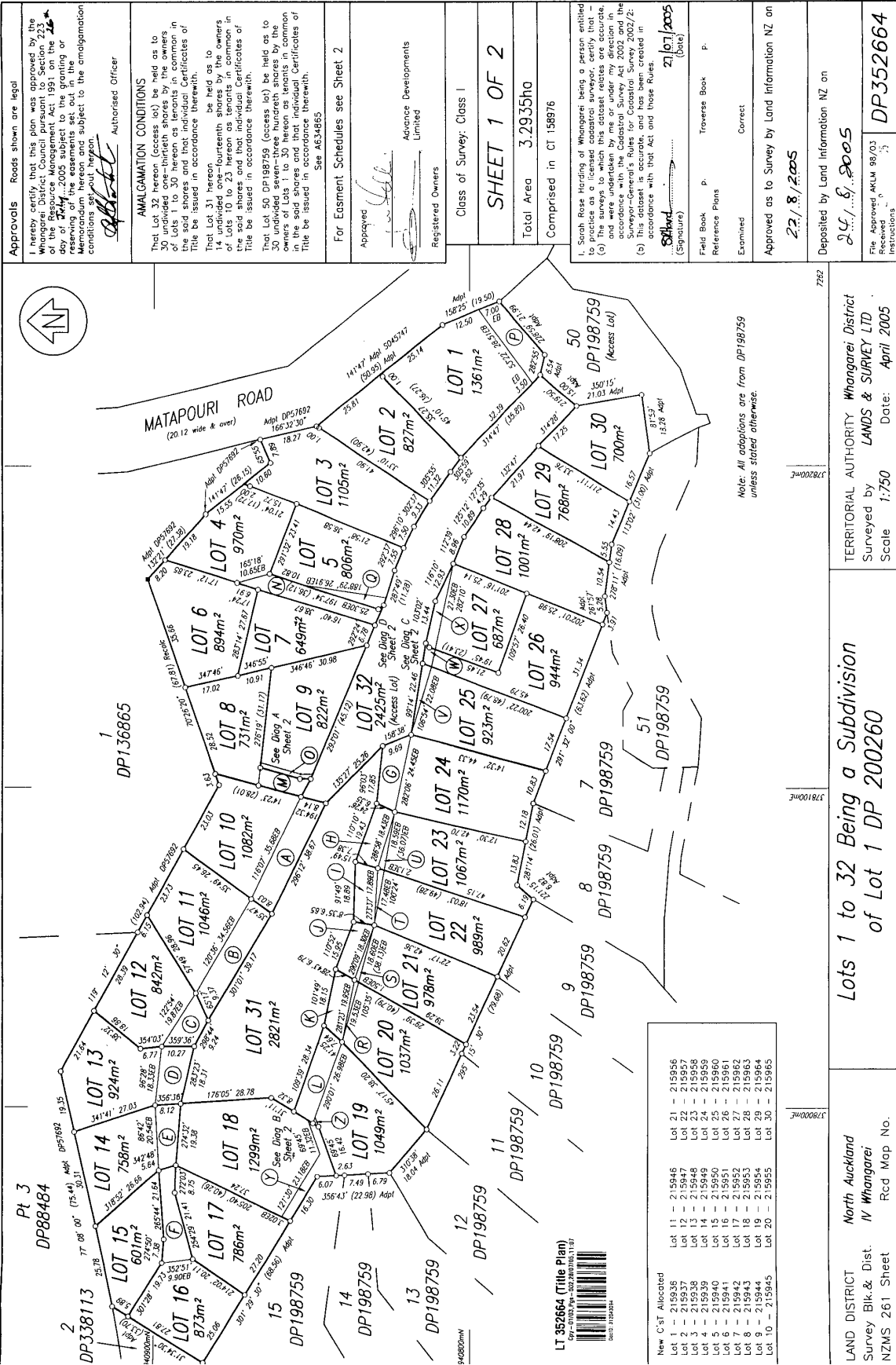
Total Area.....	Comprised in.....	
1. Michael J. John, Block 11, Whangarei, being a portion of the land contained in the plan DP 198759, which was made in accordance with the Survey Act 1980 and the Survey Regulations 1982, and which has been created in accordance with the Survey Act 1980 and the Survey Regulations 1982.		
Field Book.....	Reference Plans.....	Examined/Approved by.....
Approved as to Survey.....	27/10/92 Peter J. Gale Chief Surveyor	
Deposited this 27th day of December 1992, at Whangarei.		
Registered General of Land DP 198759		

07 JAN 20 1993

TERRITORIAL AUTHORITY WHANGAREI DISTRICT
Surveyed by HODGERS & BLACK
Scale AS SHOWN, DATE STAKE 1989

LOTS 1 to 15, 50 & 51 BEING A SUBDIVISION
OF LOT 1 DP 57697.

LAND DISTRICT... NORTH AUCKLAND
SURVEY BLK. & DIST. ... WHANGAREI
NZMS 261 SH. RECORD MAP NO



Approvals Roads shown are legal
I hereby certify that this plan was approved by the Whangarei District Council pursuant to Section 223 of the Resource Management Act 1991 on the 23rd day of May 2005 subject to the following conditions:
Memorandum heron and subject to the amalgamation conditions set out hereon.

[Signature] Authorised Officer

AMALGAMATION CONDITIONS
That Lot 32 heron (access lot) be held as to 30 undivided one-thirtieth shares by the owners of Lots 1 to 30 heron as tenants in common in the said shares and that individual Certificates of Title be issued in accordance therewith.
That Lot 31 heron be held as to 14 undivided one-fourteenth shares by the owners of Lots 10 to 23 heron as tenants in common in the said shares and that individual Certificates of Title be issued in accordance therewith.
That Lot 50 DP198759 (access lot) be held as to 30 undivided seven-thirtieth shares by the owners of Lots 1 to 30 heron as tenants in common in the said shares and that individual Certificates of Title be issued in accordance therewith.
See AG34665

For Easment Schedules see Sheet 2
Approved: *[Signature]* Advance Developments Limited
Registered Owners

Class of Survey: Class 1
SHEET 1 OF 2
Total Area 3,293,5ha
Comprised in CT 158976

I, Sarah Rose Harding of Whangarei being a person entitled to practice as a licensed cadastral surveyor, certify that -
(a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direct supervision in accordance with the Survey Act 2002, and the Survey-General's Rules for Cadastral Survey 2002/2;
(b) This dataset is accurate, and has been created in accordance with that Act and those Rules.

[Signature] 27/07/2005 (date)

Field Book P. Travers Book P.
Reference Plans Correct
Examined Correct
Approved as to Survey by Land Information NZ on 22/08/2005

Deposited by Land Information NZ on 22/08/2005
File Approved: AKLM 99/03
File Instructions: DP352664

TERRITORIAL AUTHORITY Whangarei District
Surveyed by LANDS & SURVEY LTD
Scale 1:750 Date: April 2005

Lots 1 to 32 Being a Subdivision of Lot 1 DP 200260

LAND DISTRICT North Auckland
Survey Bk. & Dist. IV Whangarei
NZMS 261 Sheet Rcd Map No.

Approvals Roads shown are legal

MEMORANDUM OF EASEMENTS IN CROSS			
Purpose	Shown	Document Tenement	Grontee
Right to Transmit Electricity	(A)	Lot 10 hereon	Northpower Limited
	(B)	Lot 11 hereon	
	(C)	Lot 12 hereon	
	(D)	Lot 13 hereon	
	(E)	Lot 14 hereon	
	(F)	Lot 16 hereon	
	(G)	Lot 24 hereon	
	(H)	Lot 22 hereon	
	(I)	Lot 23 hereon	
	(J)	Lot 20 hereon	
	(K)	Lot 21 hereon	
	(L)	Lot 19 hereon	
	(M)	Lot 4 hereon	
	(N)	Lot 9 hereon	
	(O)	Lot 8 hereon	

Cross of Survey: Class 1

SHEET 2 OF 2

Total Area
Comprised in



MEMORANDUM OF EASEMENTS			
Purpose	Shown	Document Tenement	Grontee
Right of Way Right to Drain Right to Stormwater Right to Transmit Telecommunications	(A)	Lot 10 hereon	
	(B)	Lot 11 hereon	
	(C)	Lot 12 hereon	
	(D)	Lot 13 hereon	
	(E)	Lot 14 hereon	
	(F)	Lot 15 hereon	
	(G)	Lot 16 hereon	
	(H)	Lot 24 hereon	
	(I)	Lot 22 hereon	
	(J)	Lot 23 hereon	
	(K)	Lot 21 hereon	
	(L)	Lot 19 hereon	
	(M)	Lot 4 hereon	
	(N)	Lot 9 hereon	
	(O)	Lot 8 hereon	
	(P)	Lot 1 hereon	

Right to Transmit Telecommunications	(R)	Lot 9 hereon	
	(S)	Lot 21 hereon	
	(T)	Lot 23 hereon	
	(U)	Lot 18 hereon	
	(V)	Lot 20 hereon	
	(W)	Lot 18 hereon	
	(X)	Lot 27 hereon	
	Right to Drain Stormwater	(Y)	Lot 1 hereon
		(Z)	Lot 18 hereon
		(Q)	Lot 5 hereon
		(V)	Lot 18 hereon
		(L)	Lot 19 hereon
		(K)	Lot 20 hereon
		(J)	Lot 17 hereon
	Right of Way Right to Drain Right to Stormwater	(M)	Lot 24 hereon
		(N)	Lot 4 hereon
		(P)	Lot 1 hereon
			Lot 2-30 hereon

I, Sarah Rose Harding of Whangarei, being a person entitled to practice as a licensed cadastral surveyor, certify that -
 (a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the regulations made thereunder.
 (b) This dataset is accurate, and has been created in accordance with that Act and those Rules.
 27/04/2025
 (Signature)
 Field Book p Traverse Book p
 Reference Plans p
 Examined Correct
 Approved as to Survey by Land Information NZ on 22/8/2005
 Deposited by Land Information NZ on 22/8/2005
 File Approved Received 28/8/2005
 DP3522664

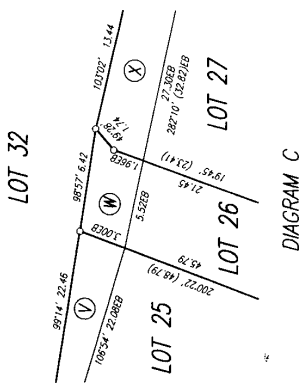


DIAGRAM A
Not to Scale

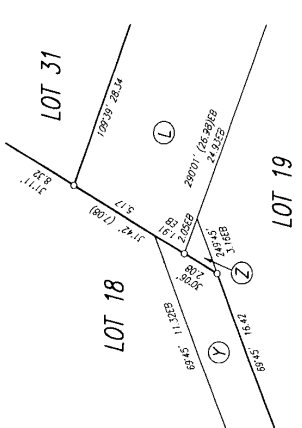


DIAGRAM B
Not to Scale

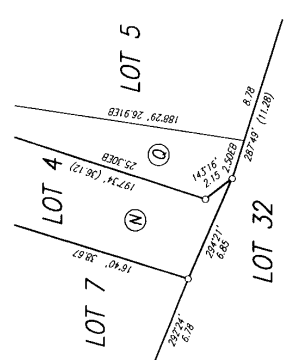


DIAGRAM D
Not to Scale

TERRITORIAL AUTHORITY **Whangarei District**
 Surveyed by **LANDS & SURVEY LTD**
 Scale 1:750 Date: April 2005

LAND DISTRICT **North Auckland**
 Survey Blk. & Dist. **IV Whangarei**
 NZMS 261 Sheet Rcd Map No.

Lots 1 to 32 Being a Subdivision
 of Lot 1 DP 200260

SCHEDULE A

1. COVENANTS

1.1 Use

The transferee will not use any part of the Property or permit the same to be used for any trading or commercial purpose, unless

- (a) that purpose is a permitted activity under the relevant district plan and complies in all respects with the district plan and the requirements of the Territorial Authority; and
- (b) Is ancillary and subordinate to the principal use of the Property as a residence.

1.2 No subdivision or Amalgamation

- (a) The Transferee will not subdivide the Property further in order to create any addition lot or lots whether by fee simple titles, unit titles, cross leases or otherwise.
- (b) In the event of the Transferee amalgamating the Property with any other Lot then for the purposes of these covenants (and in particular paragraph 1.4) the amalgamated property will be deemed to comprise one single Lot. Thereafter the Transferee will not be entitled to subdivide the amalgamated property into a greater number of Lots than those which made up the amalgamated property. On any such subdivision each of the new Lots will be subject to this building scheme and the land covenants as registered against the lots.

1.3 Building to Comply

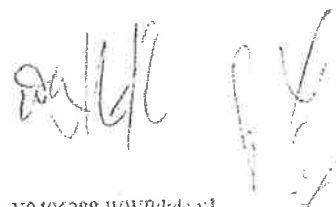
The Transferee will ensure that any building erected on the Property

- (a) complies in all respects with the requirement of the Territorial Authority; and
- (b) does not exceed a height of 4 metres above the ground plane as determined by the Whangarei District Council under its rolling height method unless otherwise approved in writing by the Transferor who shall be entitled in their sole discretion to grant any such dispensation with respect to height as they the Transferor consider it appropriate.

1.4 Single Dwelling with Minimum Floor Area

The Transferee will not erect, place or permit to be erected or placed on the Property more than one single dwellinghouse. The dwellinghouse (excluding any closed in lock-up garage, any verandas, patios and other attached structures) must have a closed in floor area of not less than 150 m².

1.5 No Temporary or Related Buildings



The Transferee will not erect or place or permit to be erected or placed on the Property any second-hand or relocated building save and except as approved by the vendor named herein or caravan, hut, shed, tent or vehicle for use as a dwelling or temporary dwelling

1.6 **Restriction on Materials**

- (a) The Transferee will not erect or permit to be erected on the Property any dwelling or any other building or structure that:
- (i) Is constructed in part or in full with external second-hand materials (other than bricks or decorative stone); or
 - (ii) Has a basement which is not fully enclosed with exterior cladding complying in all respects with the other provisions of this paragraph; or
 - (iii) Incorporates or has:
 - (A) hardiflex, hardiplank or like products or flat ply as wall claddings, unless such claddings are coated externally with a plastered or rendered finish; or painted or stained finish
 - (B) corrugated iron as roofing material or any other roofing material which is primarily metallic unless same is painted or pre-finished; or
 - (iv) Does not comply with the terms and conditions of the resource and building consents obtained by the Transferor from the Territorial Authority.
- (b) The Transferee will not leave the exterior of any dwellinghouse unfinished or any exterior wall or door unpainted or unstained, except where cedar cladding or decorative stone or brick are used.

1.7 **Disabled Vehicles**

The Transferee will not:

- (a) allow any disabled or broken down vehicles to be placed on site on the Property in a position where they are visible from the road; or
- (b) place or leave any disabled or broken down vehicles on any road or reserve in the Subdivision.

1.8 **Animal Control**

The Transferee will not bring onto or keep on the land any cat or dog which may unreasonably interfere with the quiet enjoyment of the subdivided lots by the Transferee.

1.9 **Landscaping**

The Transferee will keep the Property in a neat and tidy condition, and will ensure that grass and/or weeds will not exceed 150mm in height or otherwise become unsightly. If

Da Hilli

the Transferee fails to do so, the Transferee will indemnify the Transferor against the costs of the Transferor remedying the default, and the Transferor may enter the Property for the purpose of remedying such default.

1.10 Transferor's Approval

Should any proposed dwellinghouse, building, structure, fencing or landscaping on the Property not comply with the covenants contained in this Schedule then the plans for such dwellinghouse, building, structure, fencing or landscaping must be submitted to the Transferor for approval, and the Transferor may in its entire discretion give written approval to the plans submitted in circumstances where in the sole opinion of the Transferor such approval would not detract from the overall quality and appearance of the Subdivision. Any such approval may be given on and subject to such terms and conditions as the Transferor determines, whose decision shall be final.

2. **BUILDING AND PLANT HEIGHT RESTRICTION**

2.1 The purchaser shall not allow to be planted or erected as the case may be any lines of trees and shrubs or fences which prevent or restrict the view of the owner of another lot provided that the planting of trees and shrubs or the erection of fences as set out below shall not be in breach of this clause ;

- (a) any existing trees on the lot as at time of transfer to the transferee
- (b) trees and shrubs which do not exceed 1.5 metres
- (c) a fence that does not exceed 1.2 metres
- (d) palm trees of any height provided that there shall be no more than two palms planted on any one lot

3. **SPECIAL RESTRICTIVE COVENANTS**

3.1 The transferee shall not build on any part of the lot which the deposited plan has marked as "Restricted Area"