

STATEMENT OF PASSING OVER INFORMATION

This information has been supplied by the vendor or the vendor's agents. Accordingly, Ownly (REAA 2008) and Sold On Kapiti Limited is merely passing over the information as supplied to us by the vendor of the vendor's agents.

We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all the intending purchasers are advised to conduct their own due diligence investigation into the same.

To the maximum extent permitted by law Ownly (REAA 2008) and Sold On Kapiti Limited does not accept any responsibility to any person for the accuracy of the information herein.



SOLD ON KĀPITI
real estate

View Instrument Details



Instrument No 12663739.1
Status Registered
Date & Time Lodged 08 February 2023 09:01
Lodged By Crocker, Kirsten Leigh
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1089899	Wellington
1089900	Wellington
1089901	Wellington
1089902	Wellington
1089903	Wellington
1089904	Wellington
1089905	Wellington
1089906	Wellington
1089907	Wellington
1089908	Wellington
1089909	Wellington
1089910	Wellington
1089911	Wellington
1089912	Wellington
1089913	Wellington
1089914	Wellington
1089915	Wellington
1089916	Wellington
1089917	Wellington
1089918	Wellington
1089919	Wellington
1089920	Wellington
1089921	Wellington
1089922	Wellington
1089923	Wellington
1089924	Wellington
1089925	Wellington
1089926	Wellington
1089927	Wellington
1089928	Wellington
1089929	Wellington
1089930	Wellington
1089931	Wellington
1089932	Wellington
1089933	Wellington
1089934	Wellington

Annexure Schedule Contains 5 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Kirsten Leigh Crocker as Covenantor Representative on 08/02/2023 09:00 AM

Covantee Certifications

I certify that I have the authority to act for the Covantee 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 Kirsten Leigh Crocker as Covantee Representative on 08/02/2023 09:00 AM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

W NORTH LIMITED

Covenantee

W NORTH LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land covenants		Lots 40-60 DP 582129 (inclusive) (RT 1089899-1089919 inclusive)	Lots 40-60 DP 582129 (inclusive) (RT 1089899-1089919 inclusive)
		Lots 65-75 DP 582129 (inclusive) (RT 1089920-1089930 inclusive)	Lots 65-75 DP 582129 (inclusive) (RT 1089920-1089930 inclusive)
		Lots 126, 128, 129, 130 DP 582129 (RT 1089931-1089934 inclusive)	Lots 126, 128, 129, 130 DP 582129 (inclusive) (RT 1089931-1089934 inclusive)

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in: the attached

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

1. The Covenantor for themselves and their successors in title to the Burdened Land covenants and agrees with the Covenantee and their successors in title to the Benefited Land that the Covenantors will observe and perform the stipulations and restrictions set out below to the intent that each of the stipulations and restrictions shall inure for the benefit of and be appurtenant to the whole of the Benefited Land and every part of the Benefited Land and to the intent that the Burdened Land and every part of the Burdened Land shall be subject to each to the stipulations and restrictions:
 - (a) A dwelling shall be designed (which shall include its colour scheme) to be in harmony with the natural landscape.
 - (b) A dwelling must have a minimum internal floor area of 150m² (which includes the floor area of any enclosed garage) provided that such floor area may be reduced if the Owner obtains the prior written consent of W North Limited which will have the sole and complete discretion as to whether it grants consent under this clause (including the right to review and approve proposed plans and specifications relevant to such a request).
 - (c) A dwelling will be constructed predominantly of brick, stone, split block stucco, natural timber, plaster or other material accepted as having architectural merit, and shall be finished in subdued natural colours.
 - (d) If the dwelling contains or comprises any separate garage or other outbuilding such garage or other outbuilding must be of a similar design and construction (including material used in construction and colour) to the rest of the dwelling.
 - (e) A dwelling will:
 - (i) have materials with a natural reflectivity of no greater than 37%. White and light colours are not appropriate and all roofing materials will be factory pre-painted or of a nature which will not create a glare offensive to neighbouring properties;
 - (ii) be constructed so as to comply with plans and specifications approved by and any requirements imposed by the Local Authority;
 - (iii) have all glazed surfaces of low reflective glass material;
 - (iv) have more than two hips or gables in the roofline and will be constructed in a shape that is other than a simple square or rectangle. Any dwelling that has a flat or single plane roof will have more than one level of roofing;
 - (v) have attachments (including, but not limited to television antennae and solar hot water panels) that are discreetly integrated with the dwelling architecture so that they are not highly visible from any road, or from any adjacent properties. The siting of any clothesline or letterbox will be aesthetically sensitive in terms of design and location;
 - (vi) be completely constructed and finished within twelve (12) months of commencement of excavation for foundations;
 - (vii) have all ancillary work including planting of lawns, landscaping and any other development work completed and finished within fifteen (15) months of commencement of excavation

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017
for foundations.

- (f) No fence is to be constructed using corrugated or long run iron, or used materials, and that:
 - (A) any fence which, if situated on or against a boundary which runs adjacent to a road or shared access-way ("**Front Boundary**") does not exceed the height of 1.5 metres above the finished ground level at the Front Boundary;
 - (B) no fence is situated upon or above any retaining wall on a Front Boundary, unless the combined height of the retaining wall and the fence is less than 2.5 metres (as measured from the base of the retaining wall).
- (g) A driveway on any Burdened Land will be constructed of such materials so as to blend with the natural landscape and any paving material used will be of natural earthy recessive colours that will ensure that the driveway is not highly visible in the landscape.
- (h) A driveway on any Burdened Land will be completed within the time provided in clause (e) (vi) above.
- (i) A Covenantee will not erect a dwelling other than a new dwelling on the Burdened Land, and will not permit or allow the transportation and delivery onto the Burdened Land of any pre-built, transportable or relocatable dwelling that is not new.
- (j) A Covenantee will not permit a caravan, hut, tent, shed, pole or similar structure to be placed or erected on the Burdened Land other than as may be required for use in the construction of a dwelling. Any such caravan, hut, tent, shed, pole or similar construction permitted pursuant to this clause shall be removed immediately on completion of the dwelling, unless garaged or screened so as to preserve the amenity of the subdivision.
- (k) A Covenantee will not permit any recreational or commercial vehicle or trailer to be regularly located on the street, and shall ensure that no such vehicle (private, commercial, recreational or trailer) whether owned by the Covenantee or any invitee is parked on the footpath at any time.
- (l) A Covenantee will not have livestock on the Burdened Land with the exception of dogs, cats or smaller domestic pets unless prior written approval is given by W North Limited. No animals shall be allowed to become a nuisance to others in the subdivision and all dogs shall be controlled so as to prevent them from roaming the subdivision unsupervised.
- (m) A Covenantee will not permit or allow the Burdened Land to be occupied or used as a residence unless the building on the Burdened Land has been substantially completed in accordance with all of these covenants and the building(s) meet the requirements of the appropriate local authority.
- (n) A Covenantee will promptly replace, restore, reinstate and repair at the Covenantee's cost all damage that may arise or be caused to the landscape and arising from the construction of the dwelling or driveway or landscaping of the Burdened Land and will ensure that due and adequate allowance is made for current and future drainage of all excess stormwater. The Covenantee is liable and responsible for all costs, claims or demands for any remedial action undertaken for any breach of this covenant.
- (o) A Covenantee will not permit or allow any building material, building waste material or rubbish to accumulate on the Burdened Land and shall ensure that they keep and maintain the Burdened Land

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017 (and any road frontage land adjacent to the Burdened Land) in a neat and tidy condition and prevent it from becoming unsightly or overgrown.

- (p) A Covenantee will comply with all relevant consents and requirements of the Local Authority and other regulatory authorities attaching to the Resource Consent and the building requirements for the time being in force of the Local Authority.
- (q) A Covenantee will comply with all planting plans, management and use plans and other requirements arising from the Resource Consent.
- (r) A Covenantee will not permit or allow the use of the Burdened Land other than for residential purposes including home office. The Burdened Land may be used for the purposes of a show-home or sales office (for the Burdened Land within the Subdivision) if W North Limited gives its prior written consent for the particular Burdened Land to be used for such purpose (such consent at the sole discretion of W North Limited), and upon such terms and conditions as W North Limited shall in its sole discretion advise.
- (s) A Covenantee will not resell the Burdened Land within a period of two years from the settlement date unless they have constructed a dwelling in accordance with these covenants or they have prior written consent of W North Limited.
- (t) A Covenantee will not require W North Limited or the Local Authority to contribute towards the cost or erection or repair of any dividing or boundary fence between the Burdened Land and any adjoining land owned by the W North Limited or the Local Authority but the benefit of this covenant shall not benefit the transferee of such adjoining land.
- (u) A Covenantee will permit the Local Authority to enter and inspect the Burdened Land to determine that the provisions of the Resource Consent are being met and will promptly remedy or comply with any reasonable direction that the Local Authority may give, in respect of, or the breach of, any of the provisions of the Resource Consent or these covenants.
- (v) W North Limited has sole discretion to amend, delete or add to these covenants at any time.

For the purposes of this land covenant **Resource Consent** shall mean Resource Consent under Part VI of the Resource Management Act 1991 no. RM160213A, B and C (and all variations).