

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 or 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

The purpose of these covenants is to protect the market and aesthetic value of all properties in the subdivision, the privacy, peace and security of the occupants, and the quality of the environment affecting the area in general.

The Grantor hereby covenants with the Grantee as the registered proprietor of the Servient Tenements described in Schedule A ("the Property") that they will at all times perform and observe the covenants, stipulations and restrictions below so that each of the said lots shall have the benefit and burden of the covenants stipulations and restrictions and each of the registered proprietors and occupiers for the time being of the dominant tenement may enforce performance and observance of such covenants, stipulations and restrictions against the servient tenement. The Grantor covenants:

1. Not to erect or cause to be erected on the Property any building other than one residential dwelling house and associated ancillary buildings. There is to be no further subdivision of the Property.
2. To maintain the Property in a mown condition until the date construction commences and then to complete construction of the dwelling within 12 months from the commencement date of excavation of the foundations.
3. Not to bring on to or to allow to remain on the Property any temporary building, garden shed, caravan, trade vehicle or other equipment or materials or machinery unless garaged or adequately screened so as not to be highly visible from the neighbouring properties, so as to preserve the amenities of the subdivision.
4. Not to require Fairfield Developments Limited to contribute to or pay for construction of any fence on the boundary of any adjoining land owned by Fairfield Developments Limited and not seek any contribution from the Fairfield Developments Limited for any associated costs of fencing.
5. To comply with any Consent Notice or other requirement or stipulation under the Resource Consent applicable to the Property.
6. To keep and maintain the Property in a neat and tidy condition and prevent it from becoming unsightly and not to allow rubbish or noxious weeds to accumulate on the Property and shall ensure container bins are kept on the Lot for the disposal of all rubbish. When necessary all such rubbish shall be removed.
7. Not to construct or place any clothesline, letterbox or other similar object except as may be aesthetically sensitive in terms of design and location, siting any object in such a way as to not be highly visible from the neighbouring properties.