THE PALMS – RAUMATI BEACH

The development of these properties were originally covered by an Agreement under the Land Transfer Act 1952, by one Murray James Searle, outlining sound and reasonable covenants to benefit the investments made by each prospective purchaser, into this unique living area. This was witnessed and duly signed off by Mathew O'Byrne, Solicitor, Raumati Beach. The date of this document was 7 November 2000, possibly now rendering it as being outdated.

The Residents of The Palms are now wishing to refresh and activate the relevant clauses, whilst introducing other more pertinent regulations, to benefit and protect this private enclave of prestigious homes.

House owners to be made aware of covenants e.g. the land at the top of the "lane" is a turning bay for the use of ALL the residents, and if necessary for delivery vans, taxis etc. It is not to be presumed as a park, and is not OWNED by any one resident, though it passes over private land.

There are to be no structures or objects erected in front of the original foot-print of each house, nor can there be any additions built onto any existing house, thereby violating privacy or altering and blocking the original views from neighbouring houses. This stipulation negates any resident from applying to Kapiti Coast Council to waive this consideration.

Due consideration be given by all, with regards to excessive noise, car engines, music, dogs, etc. Be mindful that we are all living on small sites.

No trees are to be planted of a type likely to grow into a size which will impede the view of other property owners within "The Palms", risking the formation of roots which would undermine the substrate or structure on other's land. E.g. Pohutakawa, Gum Trees, Pine Trees.

Nothing is to be added that may prove to be detrimental to the area, and it is recommended that an agreement be sort if there is an intention to introduce a change. There will be no temporary structures or the placing of tents, caravans or vehicles on the land.

There will be no material debris, rubbish or vehicles of an unsightly nature, nor any excess growth of grass or weeds so that the land becomes unsightly. A high standard of house maintenance and property is necessary.

The sub-letting of a property is not to be encouraged, as standards may falter.

Maintenance Of the Road: Any maintenance required to the hot-mix road accessing all houses within "The Palms", is to be a five-way shared cost responsibility. Three quotes are to be obtained by the work requestor, and a consensus between the other property owners is required in the selection of the successful quotation. The roading material is not to deviate from the hot-mix seal that currently exists.

Maintenance of the Entrance to "The Palms": The maintenance responsibility for the front fence at the entrance to "The Palms" is devolved to the owners of the two front properties respectively, i.e. No.1 The Palms is responsible for the fence line on the seaward side. The owner of No.2 The Palms is responsible for the fence line that runs along the southern boundary of their property.

Maintenance of the Phoenix Palm Trees at the Front Entrance: The maintenance responsibility for the two Phoenix Palm trees located at the entrance to "The Palms" is devolved to the owners of the two front properties respectively, i.e. No.1 The Palms is responsible for the palm tree on the seaward side. The owner of No.2 The Palms is responsible for the other palm tree to the southern boundary of their property.

We nominate Ian McLean as Enforcement Person on behalf of us all.

These are the current occupants of THE PALMS:

No. 1 Barbara Collins

No. 2 Ian and Geraldine McLean

No. 3 Joe and Frank Hof

No. 4 Mike and Vicki Carruthers

No. 5 Trish Bydder