



## **ONOKO LAKESIDE ESTATE**

### **RESTRICTIVE COVENANTS TO BE REGISTERED AGAINST LOTS 1-14 being Stage 1 of the development of Onoke Lakeside Estate**

#### **Introduction**

The purchaser acknowledges and agrees with the vendor the Jakeman Trust trading as Onoke Lakeside Estate ("OLE") that the property is part of a development which is intended to be established as a modern and well designed coastal subdivision. It is desirable for the protection and in the interest of all purchasers that supervision and control be exercised in relation to the nature and type of constructions to be erected in the subdivision, so that they are seen as being sympathetic to the surrounding local environment. In recognition of these objectives the purchaser for himself/herself and his/her executors, administrators and assigns agrees with the vendor and such other person or persons as are nominated by the vendor as set out in the paragraphs headed "Land Covenants" below, which Land Covenants shall form part of this contract.

#### **Land Covenants**

##### **1.0 Building Controls - Development Proposal**

- 1.1 The purchaser will not commence any building or development on the lot until they have prepared and submitted to "OLE" a comprehensive development proposal showing all details of the design and construction of the buildings intended to be constructed on the lot including the exterior colour schemes, finishes and details of the site development including but not limited to fencing, driveways, landscaping and lighting.
- 1.2 Only one dwelling per lot will be permitted.
- 1.3 The comprehensive development proposal will be submitted to OLE not later than two years from settlement. The purchaser may apply to OLE for an extension of one year.
- 1.4 OLE will consider the comprehensive development proposal as submitted by the purchaser and approval shall be entirely at OLE's discretion in all respects but will not be unreasonably withheld in the case of a development proposal which provides for buildings and on site development which will not diminish the nature of the development. Any disagreement as to whether or not a development proposal will diminish or will be likely to diminish the values of the properties or detract from the amenities in the development shall be referred at the purchaser's cost in all things for final and binding determination by a registered architect to be appointed in the absence of agreement by the President for the time being of the Wellington branch of the New Zealand Law Society.
- 1.5 The building plans and specifications to be submitted to the South Wairarapa District Council or such other territorial authority having jurisdiction shall be in accordance with the development proposal as submitted to and approved by OLE. If the building plans and specifications submitted to Council differ from the development proposal approved by OLE then the purchaser shall first obtain the written approval of OLE to such variation.

- 1.6 Building will only be permitted in the area designated as building platform shown and marked K to X on Deposited Plan 465668.
- 1.7 The purchaser will ensure that the construction of any building including the dwelling-house and accessory buildings including garages will commence within 6 months of the date of the Building Consent and will be completed within 12 months from the date on which construction commences. Construction will be deemed to have commenced at the commencement of any on-site work specified in the Building Consent.
- 1.8 No development work (i.e. vehicle crossing, driveway, vehicle manoeuvring and parking areas, buildings, fences, earthworks, stormwater and wastewater management) shall be undertaken on any lot unless in accordance with the comprehensive development proposal approved by OLE and until any necessary approvals from the Council have been obtained.
- 1.9 The purchaser shall maintain the dwelling-house and accessory buildings and any other improvements on the allotment to a high standard of repair, including exterior paint work consistent with the coastal environment.

#### Satellite Dishes/Solar Panels and Water Tanks

- 1.10 Satellite dishes, solar panels and water tanks shall be screened from the road.
- 1.11 Roof mounted solar panels and equipment shall match as close as possible the roof colour of any building. Panels shall be an integrated part of the roof design and mounted directly to the roof plane. Solar units shall not break the ridgeline.
- 1.12 The provisions of this covenant will cease and terminate when the Code Compliance Certificate has been issued for the buildings constructed by the purchaser pursuant to their development proposal or the vendor ceases to be the registered proprietor of any Lot in either Stage 1 or subsequent Stages of OLE, whichever be the later.

#### 2.0 Outside Lighting

- 2.1 The maximum level of artificial light at any allotment boundary shall be 8 lux (lumens per square metre).

#### 3.0 Pets

- 3.1 Pets must be registered and micro-chipped if required by law. To protect wildlife and Onoke Lakeside Estate occupants and visitors, cats must be belled and dogs restrained. Pets may not be taken into the in water-feature area (NW corner) and surrounding planted area.

#### 4.0 No transportable or relocated buildings

- 4.1 The purchaser shall not permit any transportable or relocated building of any kind to be brought on to the lot excepting temporary structures placed there in conjunction with the construction of approved permanent buildings.

5.0 No Commercial Vehicle

- 5.1 The purchaser shall not allow to remain on the land any commercial vehicle other than any vehicles necessary for the construction of any approved building or site works.

6.0 Use of Lot

- 6.1 The purchaser shall not use or permit the lot to be used for any purpose which is illegal or creates any nuisance to the owner or occupiers of any other allotment.

- 6.2 The purchaser shall not permit the lot at any time to be left in an untidy condition, nor leave any immobile vehicles on the allotment, and will arrange for the regular mowing of lawns and tree maintenance.
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