

# View Instrument Details



**Instrument No** 12406791.7  
**Status** Registered  
**Date & Time Lodged** 20 April 2022 17:05  
**Lodged By** Spence, Benjamin Mark  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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| Affected Records of Title | Land District |
|---------------------------|---------------|
|---------------------------|---------------|

|         |            |
|---------|------------|
| 1050519 | Wellington |
| 1050520 | Wellington |
| 1050522 | Wellington |
| 1050523 | Wellington |
| 1050524 | Wellington |
| 1050525 | Wellington |
| 1050526 | Wellington |
| 1050527 | Wellington |
| 1050528 | Wellington |
| 1050529 | Wellington |
| 1050530 | Wellington |
| 1050531 | Wellington |
| 1050532 | Wellington |
| 1050533 | Wellington |
| 1050534 | Wellington |
| 1050535 | Wellington |
| 1050536 | Wellington |
| 1056583 | Wellington |

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**Annexure Schedule** Contains 5 Pages.

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## 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 Hamish Gordon Walker as Covenantor Representative on 20/04/2022 01:59 PM

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## Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Hamish Gordon Walker as Covenantee Representative on 20/04/2022 01:59 PM

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

Form 26

Covenant Instrument to note land covenant  
(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Maunga Teitei Development Limited

Covenantee

Maunga Teitei Development 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 Covenant       | N/A                    | Lots 1 to 16 inclusive, 18, 19 and 22 on DP 574186<br><br>(RTs 1050519, 1050520, and 1050522 to 1050536 inclusive) | Lots 1 to 16 inclusive, 22 and 100 on DP 574186<br><br>(RTs 1050519, 1050520, 1050522 to 1050536 inclusive, and 1056583) |

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

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

Annexure Schedule 1.

### Annexure Schedule 1

- 1 For the general benefit of the Developer and all residential Lots within the Development, the Covenantor for itself and its successors in title hereby covenants and agrees with the Covenantee and its successors in title for the benefit of the Benefited Land that:

1.1 The Covenantor will:

- 1.1.1 Comply at all times with the following conditions and, if and for as long as any such condition (or any materially similar condition) is or remains included as a General Condition or Specific Condition set out from time to time in the Residential Zone – Rules in the District Plan of the Council, the Covenantor will not apply to the Council for any form of consent that means any such General Condition or Specific Condition does not need to be complied with:

- (a) Where any visitor accommodation activities are carried out on the Lot, accommodation shall not be provided for more than ten guests at any one time.
- (b) The maximum coverage of net Lot area by buildings shall be 35%.
- (c) The minimum yards provided on the Lot shall be 3.0 metres at each of the front and the rear and 1.5 metres at the side.
- (d) There shall be a minimum of 50m<sup>2</sup> of outdoor living space for the Lot being able to accommodate a 5 metre diameter circle situated adjacent to the principal living area of the dwelling on the Lot.
- (e) The spill of light onto a Lot shall not exceed 3 lux (horizontal and vertical) when measured at or within the boundary of any Benefited Land.
- (f) There shall be no more than one dwelling on the Lot.
- (g) There shall be no further subdivision of a Lot.
- (h) Any home enterprise activities on the Lot shall involve no trips by a heavy motor vehicle.
- (i) No commercial activities shall be undertaken on the Lot if the commercial activity is not referred to in the Residential Zone – Rules in the District Plan of the Ruapehu District Council as at 1 June 2019.

- 1.1.2 Ensure that during any period of construction work on a Lot all access to the Lot for that construction work is over the formed accessway to the Lot (or such other accessway as may be approved by the Developer) and that any damage to any part of the Benefited Land, or any subdivision works (including, without limitation, berms, footpaths, stormwater swales, tree planting and fences) on the Benefited Land, as a consequence of such **construction work is promptly made good at the Covenantor's expense.**

- 1.1.3 Ensure that any fence(s) erected by the Developer on the eastern boundaries of lots 9, 10, 11, 12, 13 and 14 during Stage 1 of the Development are not altered or removed before the Development is completed in its entirety.

- 1.1.4 Maintain the Lot in a neat, tidy and attractive condition, free of all rubbish and excessive growth of grass or other vegetation at all times.

- 1.1.5 Complete any building or structure on the Lot within 12 months of commencing work on or laying down the foundations of such building or structure.

- 1.1.6 Only plant (or permit or suffer to be planted) on a Lot native species that do not at any time exceed a height of 1.2 metres on the street frontage and a height of 2.5 metres on all other parts of the Lot.
- 1.1.7 Provide the Developer with contact details including a physical address and email address(es) for the purposes of covenant 1.2 below, and any email addresses provided by the Covenantor to the Developer must be monitored by the Covenantor on a regular basis.
- 1.1.8 Ensure that any earthworks undertaken on the Lot shall:
  - (a) not exceed a cut or fill height of 0.5 metres without the prior written consent of the Developer; and
  - (b) be kept tidy and be reinstated as soon as practically possible.
- 1.1.9 Only erect (or permit or suffer to be erected) on a Lot:
  - (a) Buildings or structures with prior approval of the building or structure (including the materials to be used in construction) in writing by the Developer or its nominee whose decision in the matter shall be final.
  - (b) Other than on lots 6, 7, 8 and 9, buildings or structures or any part of a building or structure which are no greater in height than 5.0 metres above natural ground level (excluding chimneys and aerials).
  - (c) On lots 6, 7, 8 and 9, buildings or structures or any part of a building or structure which are no greater in height than 7.5 metres above natural ground level (excluding chimneys and aerials).
  - (d) Other than on lots 1 and 14, buildings that are north facing.
  - (e) On lots 3, 4, 10, 11, 12 and 16, buildings which have a minimum of 2m<sup>2</sup> of clear glass window (or windows) facing the street.
  - (f) Buildings with un-glazed cladding and roofing constructed with at least 90% of new, low maintenance materials such as longrun steel (e.g. Coloursteel), zincalume, pressed metal panels, stone, durable timber, or engineered cladding systems or similar materials.
  - (g) Buildings or structures which do not have external cladding of plaster, painted weatherboard, plywood, fibre cement, corrugated iron, concrete block or similar materials.
  - (h) Buildings or structures which have external roofing and cladding that is coloured in neutral hues, including dark greys, charcoal and matte black, and in a colour which is not highly reflective.
  - (i) Fences which are visually permeable (such as post and wire fences or post and rail fences), and which are not greater in height than 1.8 metres from natural ground level.
- 1.1.10 Only bring or permit any container home, caravan, motorhome or other temporary building (for use for residential purposes only) on to a Lot if the container home, caravan, motorhome or other temporary building:
  - (a) has a current warrant of fitness; and
  - (b) remains on the Lot only during the construction of a permanent building on the Lot and is removed immediately upon completion of the permanent building.

- 1.1.11 Only bring or permit a shipping container or portable cabin or similar on to a Lot during the construction of a permanent building on the Lot and the Covenantor must remove immediately the shipping container or portable cabin or similar upon completion of the permanent building.
- 1.2 If there shall be any breach or non-observance on the Covenantor's part of the covenants contained in this Covenant Instrument (and without prejudice to any other liability which the Covenantor may have to the Developer or any other person having the benefit of these covenants) the Developer will notify the Covenantor of the breach by notice in writing within (7) days of the breach becoming apparent and the Covenantee shall (without limitation):
  - 1.2.1 pay to the Developer or person having the benefit of these covenants making such demand as liquidated damages the sum of \$100.00 (plus GST and costs) per day for every day that such breach or non-observance of the covenants contained in this Covenant Instrument continues after the date upon which written demand has been made;
  - 1.2.2 forthwith remove or cause to be removed any building or structure erected or placed on a Lot in breach or non-observance of the foregoing Covenants; and
  - 1.2.3 replace any building materials so as to comply with these Covenants.
- 1.3 The Developer is not obligated to notify the Covenantor of any breaches nor is it liable to any party if it does not notify the Covenantor of any breaches.
- 1.4 If any dispute shall arise as to any condition contained within these Covenants, the matter shall be referred to arbitration by a single arbitrator in terms of the Arbitration Act 1996.
- 1.5 The Developer reserves the right to transfer its rights under this Covenant Instrument and its interest in the Land to another party at any time and at its sole discretion. If the Developer exercises its rights under this clause, the Covenantor will execute all documentation required so that the covenant remains in full force including executing a new Covenant Instrument if deemed necessary by the Developer.
- 1.6 The Covenantor will not hold the Developer liable to pay for or contribute towards the expense or erection or maintenance of any fence between any Lot and any contiguous land of the Developer but this covenant shall not ensure for the benefit of any subsequent purchaser of the contiguous land.
- 2 In this instrument, unless the context otherwise requires:
  - 2.1 **Developer** means Maunga Teitei Development Limited and its nominee and assigns.
  - 2.2 **Development** means the subdivision of the Land by the Developer.
  - 2.3 **Land** means the land contained in Record of Title 259550 (being Lot 4 Deposited Plan 363804).
  - 2.4 **Covenantor** means the registered owner of the Burdened Land and their agents, tenants, licensees and other invitees.
  - 2.5 **Burdened Land** means the land described in Schedule A of this Covenant Instrument.
  - 2.6 **Covenantee** means the registered owner of the Benefited Land and their agents, tenants, licensees and other invitees.
  - 2.7 **Benefited Land** means the land described in Schedule A of this Covenant Instrument.
  - 2.8 **Council** means Ruapehu District Council.
  - 2.9 **Lot** means the Burdened Land described in Schedule A of this Covenant Instrument.

- 2.10 **Dwelling** means any building used for residential purposes which include areas for sleeping, food preparation, living and ablutions.
- 2.11 **Home enterprise activities** means the use of a Lot for an activity which is secondary and incidental to the use of the Lot for residential purposes where:
  - 2.11.1 It is managed and carried out day to day by a person residing on the Lot;
  - 2.11.2 No more than one additional person residing elsewhere than on the site is employed on the site;
  - 2.11.3 All of the home enterprise activity is carried out, including the storage of materials, products, tools and machinery, within legally established principal or accessory buildings; and
  - 2.11.4 Involves no retailing of goods from the site.