

# View Instrument Details



**Instrument No** 11806056.7  
**Status** Registered  
**Date & Time Lodged** 19 August 2020 12:01  
**Lodged By** Peacocke, Emily Rebecca  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
858133	South Auckland
858134	South Auckland
933695	South Auckland
933696	South Auckland
933697	South Auckland
933698	South Auckland
933699	South Auckland
933700	South Auckland
933701	South Auckland
933702	South Auckland
933703	South Auckland
933704	South Auckland
933705	South Auckland
933706	South Auckland
933707	South Auckland
933708	South Auckland
933709	South Auckland
933710	South Auckland
933711	South Auckland
933712	South Auckland
933713	South Auckland
933714	South Auckland
933718	South Auckland

**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 Emily Rebecca Peacocke as Covenantor Representative on 19/08/2020 11:34 AM

## 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 Emily Rebecca Peacocke as Covenantee Representative on 19/08/2020 11:34 AM

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

**Covenant Instrument to Note Land Covenant**  
Sections 116(1)(a) and (b) Land Transfer Act 2017

**Covenantor**

**MOUNTAINVIEW DEVELOPMENTS LIMITED**

**Covenantee**

**MOUNTAINVIEW DEVELOPMENTS LIMITED**  
  
**HOWARD WILLIAM LOVELL as to a 1/3 share, BLAIR CAMERON LOVELL, CARLA JANE LOVELL AND TOMPKINS WAKE TRUSTEES LIMITED as to a 1/3 share and LORYN YVONNE LOVELL AND TOMPKINS WAKE TRUSTEES 2012 LIMITED as to a 1/3 share**

**Grant of Covenant**

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

**Schedule A**

*Continue in additional Annexure Schedule if required*

<b>Purpose of Covenant</b>	<b>Shown (Plan Reference)</b>	<b>Burdened Land (Record of Title)</b>	<b>Benefited Land (Record of Title)</b>
Land Covenant	N/A	Lot 73 – 94 DP 529390 (858133-858134, 933695-933714)	Lot 73 – 94 and Lot 600 DP 529390 (858133-858134, 933695-933714, 933718)

**Covenant Terms and Conditions**

The provisions applying to the specified covenants are those set out in Annexure Schedule 1.

Note to LINZ: Please do not note the land covenant on Lot 600 DP 529390

**Annexure Schedule 1**

1. The Covenantor will at all times from the date of this Instrument observe and perform all the covenants and obligations contained in this Instrument to the intent that Lots 73 – 94 DP 529390 (“the Lots”):-
  - (a) are subject to the burden of the restrictive covenants contained in this Instrument for the benefit of all other lots on DP 529390 (the Plan); and
  - (b) have the benefit of the restrictive covenants contained in this Instrument over or in respect of all of the other Lots on the Plan.
  - (c) Lot 600 on the Plan shall have the benefit of the restrictive covenants contained in the schedule over or in respect of all of the other Lots on the Plan but 600 shall not have the burden of the said restrictive covenants.

Provided that each person bound by the covenant shall only be liable in respect of breaches of the restrictive covenants contained in this Instrument that occur while that person is the Covenantor of the Lot in respect of which the breach occurs.

Clauses 3, 4, 5, 6 and 13 of this covenant will cease to have effect 15 years after construction of the first dwelling house on the land as completed. For the purposes of this clause, production of a code compliance certificate in respect of the first dwelling house shall be sufficient evidence of completion.

2. Developer shall mean Mountainview Developments Limited and its successors and assigns or any person or entity appointed as a representative or in the place of Mountainview Developments Limited.
3. No building or structure will be brought only or erected on any Lot without having first obtained the prior written approval of the Developer to the plans and specifications for that building or structure. To assist, the Developer may from time to time issue design and building guidelines which may refer to permitted types of construction, styles, building materials, colours and finishes. The approval of the Developer under this clause will not be unreasonably withheld provided the following points are satisfied:-
  - (a) The intended building or structure is a dwelling house, and there is only one dwelling house per Lot.
  - (b) The plans and specifications submitted to it for approval do not include the use of any second hand materials or any outer wall or roof sheathing of corrugated iron, flat fibrolite or flat asbestos cement.

the Developer may appoint an alternative person or company to provide any approval or otherwise on its behalf under the provisions of this clause 3. These provisions will bind successors in title to the Covenantor and apply until such time as the first approved building or structure has been constructed on a Lot, after which time there will be no further obligation to obtain the consent of the Developer with regard to that Lot. For clarity it is recorded that provided the same complies with the relevant District Plan, clause 3(a) does not operate to prohibit a dependent persons dwelling, being a dwelling with a gross floor area that does not exceed 70m<sup>2</sup> and which is attached to and ancillary to the principal dwelling already in existence on a Lot.

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4. No dwelling will be brought onto or erected on a Lot that is inconsistent in finish, quality and appearance with the first building or structure constructed on that Lot in accordance with clause 3 above.
5. No building or structure will be less than 120 square metres excluding garages, carports, decking, breezeways, entry porches, verandas and roof overhang.
6. No additions or alterations will be made to any existing building or structure on any Lot that is inconsistent in finish, quality or appearance with the first building or structure constructed on that Lot in accordance with clause 3 above.
7. No construction of any building or structure on any Lot will continue for longer than nine (9) months from the date on which construction commenced.
8. No caravan, truck, bus, trailer, machinery, temporary structure or other unsightly object (not include any motor vehicle, small van, or utility truck that is in good working order, repair and appearance) will be parked or permitted to remain on any Lot for any material period of time.
9. No commercial buildings will be brought onto or constructed on any Lot.
10. The Lot will be used for residential purposes and no Lot may be used for any trading or commercial purpose whatsoever except the following:-
  - (a) a cottage or craft industry operated by the Covenantor or the immediate family of the Covenantor; or
  - (b) a homestay or bed and breakfast establishment accommodating no more than four guests in addition to the Covenantor and the immediate family of the Covenantor; or
  - (c) an office used only by the Covenantor and the immediate family of the Covenantor; or
  - (d) a show home or show homes used by the Developer or their agent.
11. No Covenantor from time to time of any of the Lots will call upon either the Developer or Waikato District Council to contribute towards the cost of erecting any boundary fence that adjoins land owned by either the Developer or related entity of the Developer or Waikato District Council.
12. The Developer may assign the benefit and burden of the covenants set out in this clause to any person at any time, and may by written notice waive compliance with the burden of any such covenant.
13. The Lot will not be further subdivided.
14. The Lot must be kept in a clean and tidy condition and the Covenantor shall not permit or cause any rubbish to accumulate or to be placed upon the Land and must regularly mow the Lot to the intent that any grass does not become long or unsightly.
15. No Covenantor of any Lot will permit any animal upon the Lot other than quiet domesticated pets which definition shall without restricting the generality of such term exclude goats, horses, pigs, poultry, sheep, beehives and any aggressive or dangerous dogs including but not limited to rottweilers, pitbull breeds or any other dogs banned in New Zealand.
16. The Covenantor will not sell, lease, grant any right of occupation or otherwise dispose of or grant any right over any residential lot directly or indirectly to:
  - (a) Housing New Zealand; or
  - (b) Any State or Council housing agency; or

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- (c) any person directed by or introduced through any agency, management agreement or other arrangement with Housing New Zealand or any State or Council housing agency,

the reason being that the parties intend to create a quality well designed, modern residential subdivision on the land and do not wish the quality and value of the subdivision on the land to be diminished or adversely affected by any negative public perceptions of Housing New Zealand or any State or Council housing agency.

In this clause "Housing New Zealand" means the Corporation established under the Housing Corporation Act 1974 to provide residential accommodation and includes its successor or any current or future agency or any corporation or entity established by central or local Government for the same or similar purpose.

17. Acknowledging that the value of the area of the subdivision will be affected by the standard of buildings erected on the property and by failure to comply with the covenants contained in the preceding clauses and sub clauses the Covenantor covenants for the Covenantor personally and their executors, administrators and assigns that should the Covenantor fail to comply with, observe, perform, or complete any of the covenants and restrictions contained in the above clauses without prejudice to any other liability the Covenantor may have to the Developer or any other person the Covenantor will:
- (a) Immediately upon receipt of a written demand for payment from the Developer or the Developer's solicitors pay to the Developer or Covenantor as liquidated damages the sum of ONE THOUSAND DOLLARS (\$1,000.00) per day for each day the default continues unremedied such liquidated damages to be limited to a maximum value of \$150,000.00 and
  - (b) Shall immediately undertake such remedial action as may be required by the Developer or Covenantor including but not limited to permanently removing or causing to be permanently removed from the property any improvement or structure so erected or repaired or other cause of any breach or non-observance of the foregoing covenants;
  - (c) Pay on demand the Developers and Covenantors costs incurred in respect of the default and any enforcement or attempted enforcement of the Developers rights such costs to include but not be limited to legal costs on a solicitor client basis;
  - (d) Pay interest at the rate of 16% on any money which may be demanded and not paid, such interest to accrue from the date of the demand until the date it is finally received by the Developer or Covenantor,
18. Notwithstanding clause 17 above:
- (a) Except for those defaults notified to the Covenantor when it is a registered owner the Covenantor shall only be liable while the purchaser is a registered owner of the land.
  - (b) If a default is completely and finally remedied within one month of notice in writing requiring the removal or remedy of such cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the said covenants the sum payable under the above clause shall abate to \$1.00 per day provided that this abatement shall not apply in respect of any subsequent default of a similar nature.
  - (c) The right of the Developer to enforce the terms of the rights and benefits conferred by the foregoing covenants and by this clause shall terminate twelve calendar months from the date on which it ceases to be a Covenantor of at least one lot within the entire development or any adjacent land and from that date the right to enforce the rights and benefits so conferred shall in accordance with normal legal principles vest in the Covenantor of any lots which obtain benefits from the said

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covenants. For clarity, it is expressly acknowledged and agreed the Developer is under no liability or obligation whatsoever to enforce these covenants.