

# View Instrument Details



**Instrument No** 12967358.6  
**Status** Registered  
**Date & Time Lodged** 04 April 2024 16:51  
**Lodged By** Marchant, Freya Anne  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1163883	Wellington
1163884	Wellington
1163885	Wellington

**Annexure Schedule** Contains 3 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 Freya Anne Marchant as Covenantor Representative on 04/04/2024 04:49 PM

## 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 Freya Anne Marchant as Covenantee Representative on 04/04/2024 04:49 PM

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

Approved for ADLS by Registrar-General of Land under No. 2018/6263  
**COVENANT INSTRUMENT TO NOTE LAND COVENANT**  
 Sections 116(1)(a) & (b) Land Transfer Act 2017

**Covenantor***Surname(s) must be underlined or in CAPITALS.*Jules ESTHER and Dana Rachelle PETERSON**Covenantee***Surname(s) must be underlined or in CAPITALS.*Jules ESTHER and Dana Rachelle PETERSON**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***Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Restrictive Covenant	C on DP 588843	Lot 3 DP 588843 RT 1163885	Lot 1 & 2 DP 588843 RT 1163883 & RT 1163884

**Covenant rights and powers (including terms, covenants and conditions)***Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

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

[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017.]

[Annexure Schedule 1 \_\_\_\_\_].

## Annexure Schedule

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2015/5049  
APPROVED  
Registrar-General of Land

Insert instrument type

Continue in additional Annexure Schedule, if required

**RESTRICTIVE COVENANT****SCHEDULE 1****Agreed Purpose and Objectives**

The Covenantor and the Covenantee have agreed the purpose of this covenant is to project, maintain and enhance the wetland and riparian area of the Reserve Land and to achieve the following particular objectives:

- (a) Protection and enhancement of the natural character of the Reserve Land with particular regard to the indigenous flora and fauna and;
- (b) Encouraging further restoration of indigenous vegetation cover on the Reserve Land thereby enhancing the contribution the Reserve Land makes to the protection of indigenous biodiversity.

**SCHEDULE 2****Agreed Terms and Conditions**

## 1. Interpretation and Declaration

## 1.1 In this covenant unless context requires otherwise:

the "**Covenantor**" is the owner of the burdened Land

the "**Covenantee**" is the owners of the benefited land

the "**owner**" means the person or persons who from time to time are registered as the proprietor(s) of "**the Burdened Land**"

"**the burdened Land**" means all that land described as Lot 3 DP 588843

"**the benefited Land**" means all that land described as Lot 1 & 2 on Deposited Plan 588843

"**Reserve Land**" the area marked "C" on Deposited Plan 588843

"**the Council**" is the Wellington Regional Council

If this annexure schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

**Annexure Schedule**

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**2015/5049**  
**APPROVED**  
**Registrar-General of Land**

*Insert instrument type**Continue in additional Annexure Schedule, if required***SCHEDULE 3**

The Covenantor, so as to bind the burdened land for the benefited land hereby covenants and agrees with the Covenantee that:

1. The Covenantor will maintain and enhance the native and indigenous vegative cover in the Reserve Land in perpetuity and:
  - a. will not allow any livesock into the Reserve Land;
  - b. will maintain the fences and gates around the Reserve Land in good order and condition to prevent any access by grazing animals;
  - c. will not fell, remove, burn or take any native trees, shrubs or plants except to take seedlings to spread native plants to other areas;
  - d. will in the first two (2) years from the date of registration of this covenant, keep planted native seedlings free from being covered by surrounding non-native species until they have grown high enough to compete for sunlight;
  - e. will not introduce any substance injurious to plant or animal life except in the control of weeds or pests;
  - f. will ensure that no noxious weeds (including but not limited to blackberry, thistles or convolvulus from adjacent properties) enter or spread in to the Reserve Land;
  - g. will promptly replace, restore, repair or replant all damage caused to native vegetation by the owner or any invitee of the owner;
  - h. will allow the eucalyptus trees in the Reserve Land to be cut down for firewood as long as the felling of those trees is done in such as way as to minimise the damage to the native plantings in the Reserve Land;
  - i. will take an annual photograph from the designated photo point located on the flat in the middle of the Reserve Land identified by a half round fencepost and provide the photo to the Council to show progress in the growth of the native seedlings provided by the Council, and consider whether they wish to apply to the Council for more seedlings (one year of approved funding from the Council for the Reserve Land remains as at the date of this covenant). If the designated photo location as described above can not be located, another designated point may be set up in the Reserve Land provided the photo taken will show growth of the planted seedlings provided by the Council;
  - j. will not allow the area of the Reserve Land as defined in Deposited Plan 588843 to be altered in any way.

If this annexure schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.