

View Instrument Details



Instrument No 12192879.1
Status Registered
Date & Time Lodged 26 July 2021 13:17
Lodged By Garvey, Amanda Marie
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
898761	Wellington
898763	Wellington
898764	Wellington
945513	Wellington
WN31B/328	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 Crichton Hanley Parker as Covenantor Representative on 26/07/2021 11:20 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 Crichton Hanley Parker as Covenantee Representative on 26/07/2021 11:20 AM

*** End of Report ***

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

SUSAN PRUDENCE WILSON

Covenantee

**GRAEME RICHARD FREWIN and DONNA MARIE FREWIN
BRENDA WADE COULSON and HANNAH JOY COULSON
SAMUEL LEIGH GOUK and ELIZABETH FAY BOWYER
BRENT ALLEN LESLIE and MIN CHEN**

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	Lot 2 DP 59131	Lot 2 DP 59131 (RT WN31B/328)	Lot 3 DP 549577 (RT 945513)
	Lot 2 DP 59131	Lot 2 DP 59131 (RT WN31B/328)	Lot 8 DP 538654 (RT 898761)
	Lot 2 DP 59131	Lot 2 DP 59131 (RT WN31B/328)	Lot 10 DP 538654 (RT 898763)
	Lot 2 DP 59131	Lot 2 DP 59131 (RT WN31B/328)	Lot 11 DP 538654 (RT 898764)

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

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

Annexure Schedule

Page **2** of **3** Pages

2015/5049
APPROVED
Registrar-General of Land

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

The registered owner of the Burdened Land (the Covenantor) for the benefit of the registered owner of the Benefited Land (the Covenantee) covenants in the manner below, so that the covenant runs with the Burdened Land for the benefit of the Benefited Land:

1. The Covenantor will not allow any plant, tree or vegetation (the Trees) to grow on the Burdened Land which exceed a height over survey level RL 89.70 m Local Vertical Datum (Wellington 1953) (this level has been defined in terms of LINZ Geodetic Mark – IB X DP 47673, which has a reduced level of 57.314m above Local Vertical Datum (Wellington 1953). This level is referred to as the "Specified Tree Height" below.
2. The Covenantor will only have liability while the Covenantor is a registered proprietor of the Burdened Land.
3. The Covenantee has the right to trim the Trees to the Specified Height (but not below the Specified Height) provided they first comply with the provisions in Clause 4 below.
4. The Covenantee will give the Covenantor notice in writing at least one month before accessing the Burdened Land specifying:
 - a. The details of the trees to be trimmed and the height to which they are to be trimmed;
 - b. The name of the Registered Arborist who will undertake the work; and
 - c. The date the work is to take place.

The notice will also include an undertaking that the Covenantee will remove all cuttings and trimmings from the Burdened Land at its own cost, and confirmation that the Covenantee will pay for the cost of trimming the Trees and that they will not demand payment from the Covenantor.

5. In the event the Covenantor will not allow the Covenantee access to trim the Trees and the Covenantee has complied with the above requirements, then the Covenantor will pay the Covenantee as liquidated damages the sum of \$100 per day adjusted by the CPI yearly at the time of default immediately on receipt of a written demand for payment from the Covenantee. This sum will not be payable if the Covenantor complies with the Covenantees request
6. If a dispute arises between the Covenantor and Covenantee under this covenant:
 - a. The party/parties initiating the dispute must provide full written particulars of the dispute to the other party/parties;
 - b. The parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
 - c. If the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
 - i. The dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

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

Page 3 of 3 Pages

2015/5049
APPROVED
Registrar-General of Land

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

- ii. The arbitration must be conducted by a single arbitrator to be agreed upon by the parties but failing agreement, to be appointed by the President of the District Law Society (being the District Law Society that has its headquarters closest to the land).
- 7. In the event the Covenantor damages the Trees or trims the Trees below the Specified Height, the parties both acknowledge that the Covenantor can seek redress according to the laws of New Zealand either in the Court or at the Disputes Tribunal.

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.