



# View Instrument Details

**Instrument No.** 10998382.1  
**Status** Registered  
**Date & Time Lodged** 21 Dec 2017 17:39  
**Lodged By** Rendall, Stephen Michael  
**Instrument Type** Easement Instrument



Affected Computer Registers	Land District
806755	North Auckland
806756	North Auckland
806757	North Auckland
806758	North Auckland
806759	North Auckland
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806795	North Auckland

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<b>Affected Computer Registers</b>	<b>Land District</b>
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806834	North Auckland
806835	North Auckland
806836	North Auckland
806837	North Auckland
806838	North Auckland
806839	North Auckland

**Annexure Schedule:** Contains 12 Pages.

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**Grantor Certifications**

- I certify that I have the authority to act for the Grantor 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 ✓
- I certify that the Mortgagee under Mortgage 10175778.2 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 10684326.8 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 10684326.5 has consented to this transaction and I hold that consent ✓
- I certify that the Mortgagee under Mortgage 10684326.7 has consented to this transaction and I hold that consent ✓
- I certify that the Encumbrancee under Encumbrance 10175778.3 has consented to this transaction and I hold that consent ✓
- I certify that the Encumbrancee under Encumbrance 10684326.9 has consented to this transaction and I hold that consent ✓
- I certify that the Encumbrancee under Encumbrance 10924000.25 has consented to this transaction and I hold that consent ✓

**Signature**

Signed by Stephen Michael Rendall as Grantor Representative on 11/01/2018 04:54 PM

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**Grantee Certifications**

- I certify that I have the authority to act for the Grantee 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 Stephen Michael Rendall as Grantee Representative on 11/01/2018 04:54 PM

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

**Form B****Instrument to create land covenant**

(Sections 90A and 90F Land Transfer Act 1952)

**Grantor**

Green &amp; McCahill Holdings Limited

**Grantee**

Green &amp; McCahill Holdings Limited

**Creation of Covenant**

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A creates the covenant, set out in Schedule A with the rights and powers or provisions set out in the Annexure Schedule.

**Schedule A**

Purpose (Nature and extent) of covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register)
<b>Land Covenant</b>	N/A	<p>Lots 151, 160 to 166, 174 and 200 on deposited plan 513840 (806835, 806836 and 806840)</p> <p>Lots 1-13, 16-71 and 73-83 on deposited plan 513840 (806755 - 806834 inclusive)</p>	<p>Lots 151, 160 to 166, 174 and 200 on deposited plan 513840 (806835, 806836 and 806840)</p> <p>Lots 1-13, 16-71 and 73-83 on deposited plan 513840 (806755 - 806834 inclusive)</p> <p>Lot 171, Lot 172 on deposited plan 513840 (806838 and 806839).</p> <p>Lot 170 on deposited plan 513840, Lot 1 on deposited plan 51255 and Lot 1 on deposited plan 49038 (806837, save for the land described as Lot 1 DP 405498 and Lot 2 DP 405498)</p>

Form L

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Annexure Schedule

Page 2 of 8 Pages

*Insert instrument type*

Land Covenant

*Continue in additional Annexure Schedule, if required*

**Covenant provisions**

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

*Insert instrument type*

Land Covenant

*Continue in additional Annexure Schedule, if required*

## 1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** Unless the context otherwise requires, in this Instrument the following words have the following meanings:

"**Architecture Code**" means the landscaping, planting and architectural design and construction standards code developed in accordance with the WeitiBay Subdivision Consent and as approved by Auckland Council, as the same may be amended from time to time.

"**Association**" means the WeitiBay Residents Association Incorporated.

"**Common Landscaped Areas**" means the land within the Common Lots, excluding the private roads, to be used by the owners of Lots 1 to 150 at WeitiBay and managed by the Association on their behalf.

"**Common Land Owner**" means the registered proprietor of the land comprised within the Common Lots or any person claiming through such registered proprietor (including a lessee), and its successors and assigns.

"**Common Lots**" means:

- (a) Lot 151, Lots 160 to 166 and Lot 200; and
- (b) all other Lots created as part of the completion of subsequent stages of the WeitiBay Subdivision after the date of registration of this Instrument that are intended to be used and enjoyed in common by members of the Association, it being acknowledged that such Lots (as at the date of registration of this Instrument) are expected to include lots to be formed as Lots 167 and 201 (as part of Stage 2a of the WeitiBay Subdivision), Lots 202, 203 and 204 (as part of Stage 2b of the WeitiBay Subdivision) and Lots 152, 205, 206 and 174 (on completion of Stage 2c of the WeitiBay subdivision), and excluding any balance lots formed pending completion of such stages, in each case as indicatively shown on the Scheme Plan.

"**Developer's Scheme**" means Weiti Development LP's proposal for the development and ongoing management and administration of the WeitiBay Subdivision and Weiti which is embodied or referred to or outlined in the sale and purchase agreements entered into by Weiti Development LP, and any management plans developed in respect of Weiti generally.

"**Dominant Tenement**" means the land described as such in Schedule A, as the context requires.

"**Infrastructure**" means all roads, power, telephone, water, storm water discharge and waste water discharge services or other utility services provided or to be provided to the Lots within the WeitiBay Subdivision.

*Insert instrument type*

Land Covenant

*Continue in additional Annexure Schedule, if required*

**"Instrument"** means this instrument as it may be varied from time to time.

**"Land"** means the Dominant Tenement and Servient Tenement together.

**"Lot"** means a lot on the Plan comprising part of the Land from time to time.

**"Plan"** means:

- (a) Deposited Plan 513840 (North Auckland Land District) as amended or substituted from time to time; and
- (b) any other plan or plan(s) deposited as part of the subdivision of Lot 174 and any other land in completing subsequent stages of the WeitiBay Subdivision after the date of registration of this Instrument.

**"Relevant Authority"** means any government, local, statutory or non-statutory authority or body, including any corporation, having jurisdiction over the Servient Tenement or any part of it.

**"Residential Lot"** means:

- (a) each of Lots 1 to 83 on the Plan; and
- (b) from the date on which a separate computer freehold register is issued for the relevant Lot, each of Lots 84 to 150 on the Plan,

as indicatively shown on the Scheme Plan.

**"Residential Lot Owner"** means the relevant registered proprietor for the time being of a Residential Lot.

**"Rules"** means the rules of the Association, including any bylaws, as originally framed or as from time to time altered by resolution of the Association.

**"Scheme Plan"** means the plan appended at Annexure A.

**"Servient Tenement"** means the land described as such in Schedule A, as the context requires.

**"Weiti"** means the property known as Weiti located at East Coast Road, Auckland.

**"Weiti Land Owner"** means the registered proprietor(s) of the land comprised within the Weiti Lots or any person claiming through such registered proprietor(s) (including a lessee), and their successors and assigns.

**"Weiti Lots"** means Lot 171 and Lot 172 on the Plan, and all of the land comprised within computer freehold register 806837 excluding the land described as Lot 1 DP 405498 and Lot 2 DP 405498.

*Insert instrument type*

Land Covenant

*Continue in additional Annexure Schedule, if required*

**"WeitiBay"** means the area of land on which the WeitiBay Subdivision is to be established.

**"WeitiBay Common Infrastructure"** means the private roads, wastewater infrastructure, water supply infrastructure, stormwater infrastructure, Common Landscaped Areas and any other Infrastructure in respect of which the Association has been granted ownership, leasehold, licence and/or easement rights for the benefit of owners at WeitiBay.

**"WeitiBay Subdivision"** means the 150 lot subdivision permitted pursuant to the WeitiBay Subdivision Consent.

**"WeitiBay Subdivision Consent"** means the subdivision resource consent RMA 52447 issued under the Resource Management Act 1991 for the subdivision of 150 lots at Weiti, as varied from time to time.

## 2. COVENANTS

2.1 **Architecture Code & Landscaping:** Each Residential Lot Owner covenants in favour of every other Residential Lot Owner and the Common Land Owner that:

2.1.1 the construction of any house on the covenanting Residential Lot Owner's Lot must be completed strictly in accordance with the Architecture Code and a consent issued under the Architecture Code;

2.1.2 all landscaping on the covenanting Residential Lot Owner's Lot shall be carried out and maintained in accordance with a consent issued under the Architecture Code: Landscaping section; and

2.1.3 the approval of construction of any house and the design of such house on the covenanting Residential Lot Owner's Lot will be subject to approval of the Relevant Authority.

2.2 **Membership of Association, Payment of Fees and Levies, Compliance with Rules:** Each Residential Lot Owner covenants and agrees in favour of every other Residential Lot Owner and the Common Land Owner:

2.2.1 to become and be a member of the Association and to be bound by the Rules; and

2.2.2 to pay all costs and contributions levied by the Association on the Residential Lot Owner pursuant to the Rules,

provided that no levies shall be recoverable from a Residential Lot Owner in respect of a Lot in excess of any limit on such recovery agreed in the original sale and purchase agreement between Weiti Development LP and the first owner of the Lot (excluding Green & McCahill Holdings Limited).

2.3 **Consent Conditions:** Each Residential Lot Owner covenants in favour of every other

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Annexure Schedule

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*Insert instrument type*

Land Covenant

*Continue in additional Annexure Schedule, if required*

Residential Lot Owner and the Common Land Owner to comply with any consent notice issued pursuant to the Weiti Bay Subdivision Consent and registered against title to the covenanting Residential Lot Owner's Lot.

2.4 **Protective agreement:** The Common Land Owner covenants in favour of each Residential Lot Owner that:

2.4.1 the Infrastructure comprised within the Common Lots shall be made available to the Association for use in accordance with the terms and conditions of a deed of licence entered into between Weiti Development LP and the Association as such Common Lots are progressively created as the WeitiBay Subdivision is completed; and

2.4.2 development of, or variation to, the Common Landscaped Areas shall not be permitted save as shall be permitted or required in accordance with the terms of the WeitiBay Subdivision Consent.

2.5 **Consents and Approvals:** Each Residential Lot Owner covenants in favour of the Weiti Land Owner to provide all necessary written consents and approvals to the Weiti Land Owner for the purpose of any applications for consents and authorisations for the subdivision and development of Weiti and agrees to not object to or oppose any elements of the Weiti Land Owner's ongoing subdivision and development of Weiti.

2.6 **Alteration of development of Weiti:** Each Residential Lot Owner that owns a Residential Lot that is within:

2.6.1 Lot 1 to Lot 83 and Lot 138 to Lot 150 on the Plan covenants and agrees that the Common Land Owner may at any time alter or vary the Common Land Owner's concept plans for the subdivision of Lots 1 to 83 and 138 to 150 pursuant to the WeitiBay Subdivision Consent (but limited to 150 residential lots within the WeitiBay Subdivision); and

2.6.2 Lot 1 to 150 on the Plan covenants and agrees that the Common Land Owner may at any time alter or vary the Common Land Owner's concept plans for the subdivision of Lots 84 to 137 pursuant to the WeitiBay Subdivision Consent (but limited to 150 residential lots within the WeitiBay Subdivision),

in each case in such manner as the Common Land Owner considers appropriate having regard to the circumstances, provided such variation or alteration shall not materially affect the location, size or value of the Residential Lot Owner's Lot, and the Residential Lot Owner shall not be entitled to make any objection, requisition or claim for compensation in respect of any such alteration or variation. Each Residential Lot Owner covenants in favour of the Weiti Land Owner that the Weiti Land Owner may also at any time alter or vary any subsequent plan relating to the development of Weiti in such manner as the Weiti Land Owner considers appropriate having regard to the circumstances and the Residential Lot Owner shall not be entitled to make any objection, requisition, or claim for compensation in respect of any such alteration or variation. Each Residential Lot Owner acknowledges that the Weiti Land Owner is seeking to increase the size and density of development within Weiti, including within the proposed village areas and areas outside the areas currently zoned for development

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Annexure Schedule

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*Insert instrument type*

Land Covenant

*Continue in additional Annexure Schedule, if required*

at Weiti, and that such areas may be used for development or various recreational or rural uses (or that such zoning and uses may change) and that the Residential Lot Owner shall not be entitled to make any objection, requisition, or claim for compensation in respect of any such alteration or variation.

- 2.7 **Release of Covenant:** Each Residential Lot Owner and the Common Land Owner covenants to release and surrender this Instrument from time to time on request by the Weiti Land Owner in relation to such parts of the Weiti Land as may be designated by the Weiti Land Owner from time to time, and do such things as may reasonably be required to facilitate such release and surrender, in order to enable the relevant designated land to vest in or transfer to any governmental authority, provided that, in so doing, none of the Residential Lot Owner's rights intended to be created by the Developer's Scheme are materially abrogated and the burden of any of the obligations intended to be imposed on the Residential Lot Owner under the Developer's Scheme are not materially increased.

Form L

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Annexure Schedule

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*Insert instrument type*

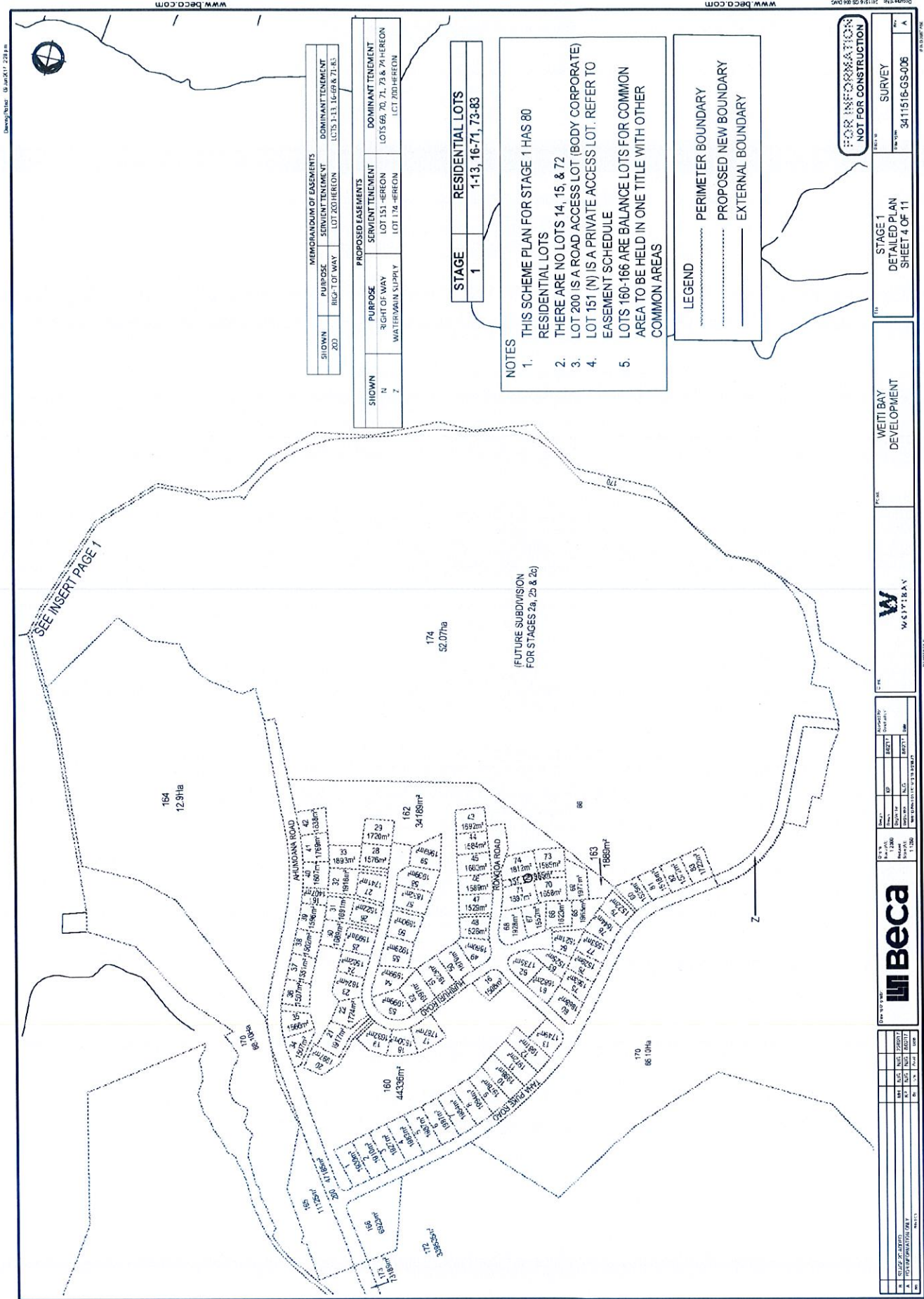
Land Covenant

*Continue in additional Annexure Schedule, if required*

**Annexure A**

Scheme Plan

Refer attached



SEE INSERT PAGE 1

MEMORANDUM OF EASEMENTS	
SHOWN	PURPOSE
203	RIGHT OF WAY
DOMINANT TENEMENT	
LOT 203 HEREON	
SUBJECT TENEMENT	
LOTS 1-13, 16-69 & 71-83	

PROPOSED EASEMENTS	
SHOWN	PURPOSE
14	RIGHT OF WAY
7	WATERMAIN SUPPLY
DOMINANT TENEMENT	
LOTS 69, 70, 71, 73 & 74 HEREON	
SUBJECT TENEMENT	
LOT 174 HEREON	

**STAGE**  
1  
**RESIDENTIAL LOTS**  
1-13, 16-71, 73-83

**NOTES**

1. THIS SCHEME PLAN FOR STAGE 1 HAS 80 RESIDENTIAL LOTS
2. THERE ARE NO LOTS 14, 15, & 72
3. LOT 200 IS A ROAD ACCESS LOT (BODY CORPORATE)
4. LOT 151 (N) IS A PRIVATE ACCESS LOT. REFER TO EASEMENT SCHEDULE
5. LOTS 160-166 ARE BALANCE LOTS FOR COMMON AREA TO BE HELD IN ONE TITLE WITH OTHER COMMON AREAS

**LEGEND**

- PERIMETER BOUNDARY
- PROPOSED NEW BOUNDARY
- EXTERNAL BOUNDARY

FOR INFORMATION  
NOT FOR CONSTRUCTION

		PROJECT NO: 3411516-GS-006 SHEET NO: 4 OF 11	
WEITI BAY DEVELOPMENT		SURVEY NO: 3411516-GS-006	
DATE: 11/08/2020		DRAWN BY: [Name]	
CHECKED BY: [Name]		APPROVED BY: [Name]	
SCALE: 1:1000		DATE: 11/08/2020	

Drawn by: [Name]

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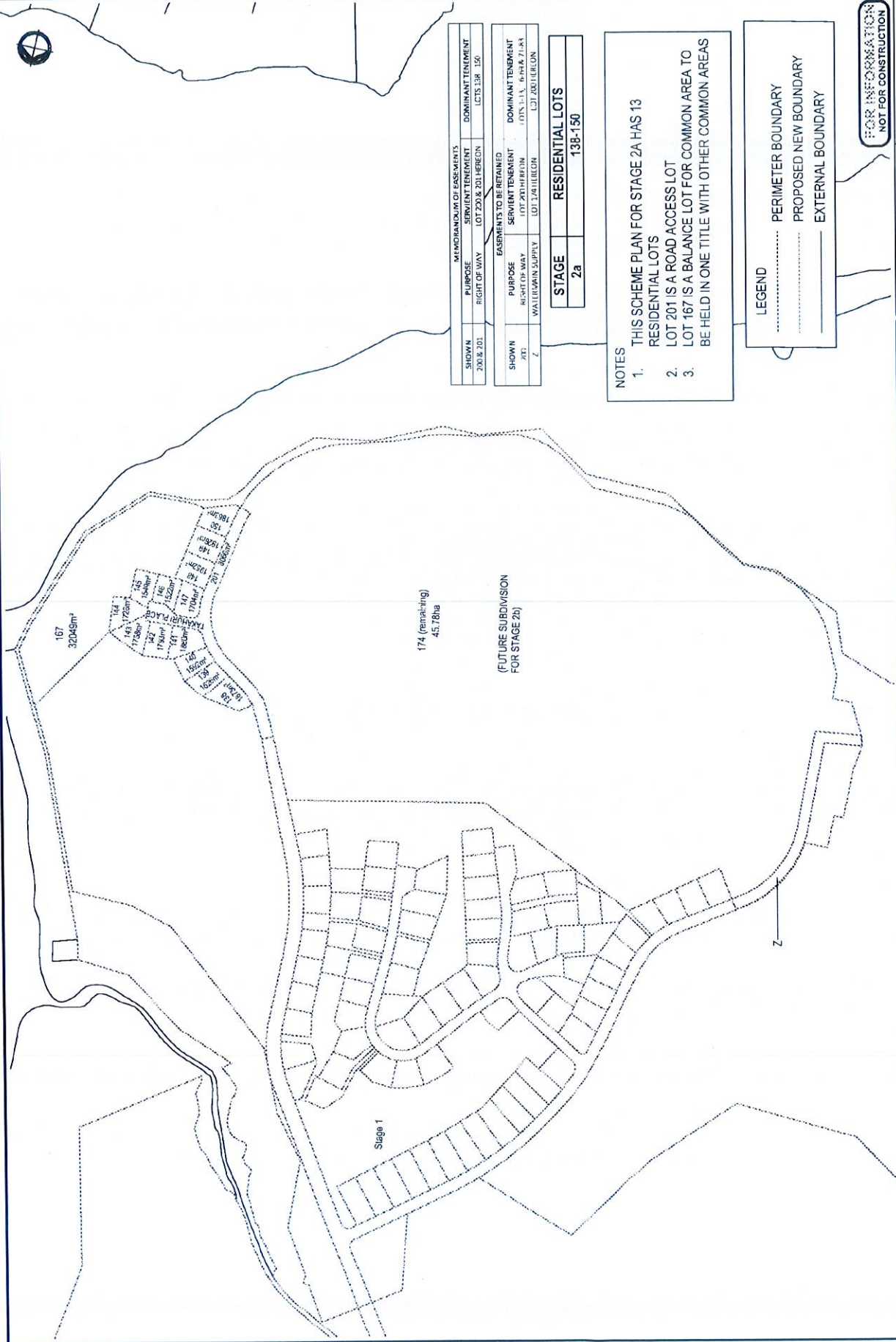
20/11/15 CS 08 DM

11/08/2020

Drawing Title: Stage 2A - 2284.rvt

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Drawing No: 2411516-GS-006



MEMORANDUM OF EASEMENTS		
SHOWN	PURPOSE	DOMINANT TENEMENT
201 & 201	RIGHT OF WAY	LOTS 138 - 150

EASEMENTS TO BE RETAINED		
SHOWN	PURPOSE	DOMINANT TENEMENT
Z	RIGHT OF WAY	LOTS 138 - 150, 167 & 71-84
Z	WALL/URBAN SUPPLY	LOT 174 (REMAINING)

<b>STAGE</b>	<b>RESIDENTIAL LOTS</b>
2a	138-150

**NOTES**

- THIS SCHEME PLAN FOR STAGE 2A HAS 13 RESIDENTIAL LOTS
- LOT 201 IS A ROAD ACCESS LOT
- LOT 167 IS A BALANCE LOT FOR COMMON AREA TO BE HELD IN ONE TITLE WITH OTHER COMMON AREAS

**LEGEND**

..... PERIMETER BOUNDARY

..... PROPOSED NEW BOUNDARY

..... EXTERNAL BOUNDARY

**FOR INFORMATION NOT FOR CONSTRUCTION**

PROJECT	STAGE 2A DETAILED PLAN SHEET 5 OF 11
DATE	24/11/16
SCALE	AS SHOWN
PROJECT NO.	2411516-GS-006
REVISION	B

CLIENT	WEITI BAY DEVELOPMENT
DESIGNER	WATERBURY
DATE	24/11/16
SCALE	AS SHOWN
PROJECT NO.	2411516-GS-006
REVISION	B

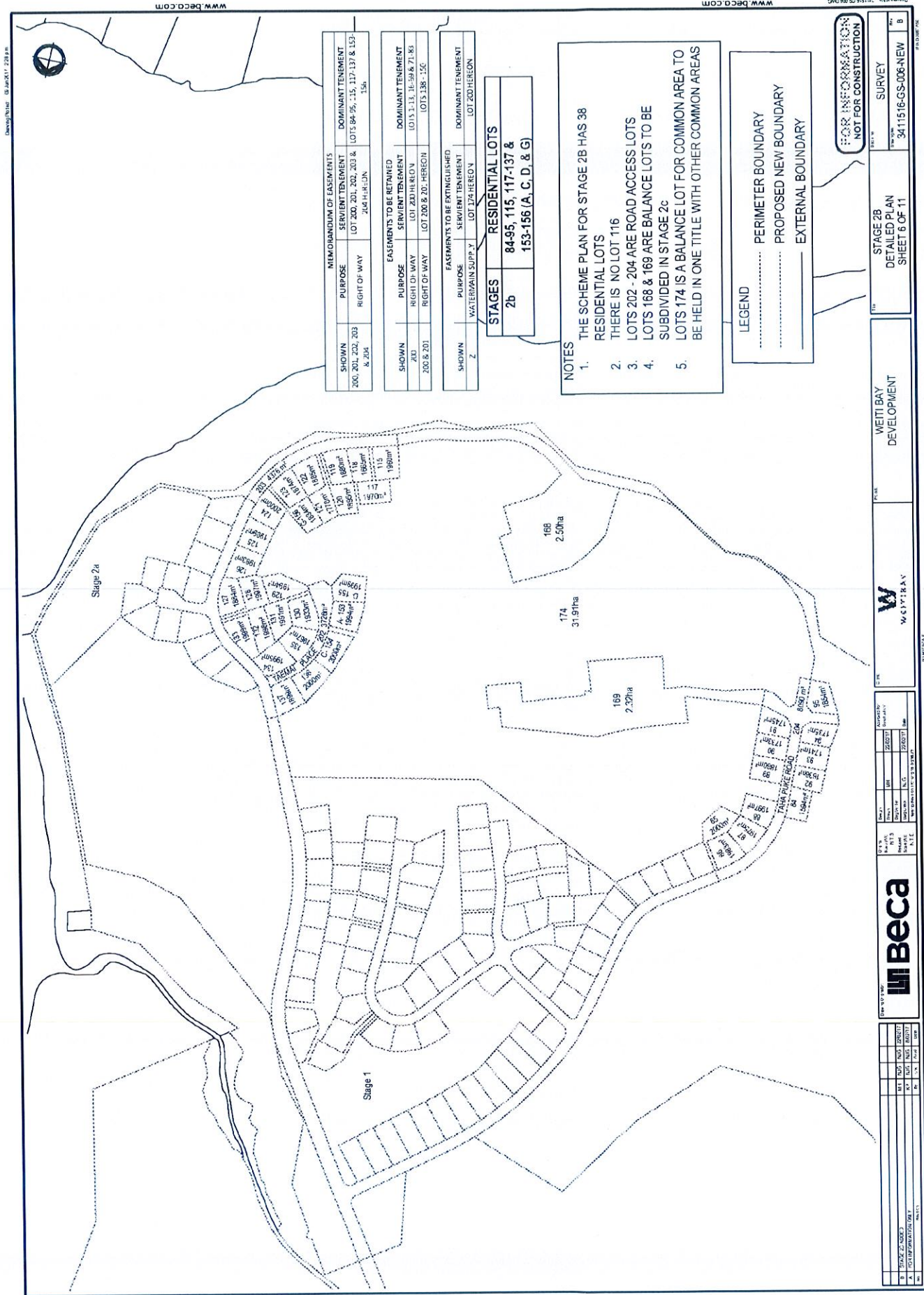
DATE	24/11/16
SCALE	AS SHOWN
PROJECT NO.	2411516-GS-006
REVISION	B

DATE	24/11/16
SCALE	AS SHOWN
PROJECT NO.	2411516-GS-006
REVISION	B

DATE	24/11/16
SCALE	AS SHOWN
PROJECT NO.	2411516-GS-006
REVISION	B

DATE	24/11/16
SCALE	AS SHOWN
PROJECT NO.	2411516-GS-006
REVISION	B

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MINIMUMIMUM OF EASEMENTS		
SHOWN	PURPOSE	DOMINANT TENEMENT
200, 201, 202, 203 & 204	RIGHT OF WAY	LOTS 84-95, 115, 117, 137 & 153
		204 HERCON 156

EASEMENTS TO BE RETAINED		
SHOWN	PURPOSE	DOMINANT TENEMENT
Z(1)	RIGHT OF WAY	LOT 203 HERCON
200 & 201	RIGHT OF WAY	LOT 200 & 201 HERCON
		LOTS 138 - 150

EASEMENTS TO BE EXTINGUISHED		
SHOWN	PURPOSE	DOMINANT TENEMENT
Z	WATERMAIN SUPPLY	LOT 174 HERCON
		LOT 200 HERCON

**STAGES**  
2b  
84-95, 115, 117-137 & 153-156 (A, C, D, & G)

**NOTES**

1. THE SCHEME PLAN FOR STAGE 2B HAS 38 RESIDENTIAL LOTS
2. THERE IS NO LOT 116
3. LOTS 202 - 204 ARE ROAD ACCESS LOTS
4. LOTS 168 & 169 ARE BALANCE LOTS TO BE SUBDIVIDED IN STAGE 2c
5. LOTS 174 IS A BALANCE LOT FOR COMMON AREA TO BE HELD IN ONE TITLE WITH OTHER COMMON AREAS

**LEGEND**

- ..... PERIMETER BOUNDARY
- ..... PROPOSED NEW BOUNDARY
- EXTERNAL BOUNDARY

**FOR INFORMATION NOT FOR CONSTRUCTION**

DATE: 15/05/2017  
SURVEY: 3411516-GS-006-NEW  
SHEET: 6 OF 11

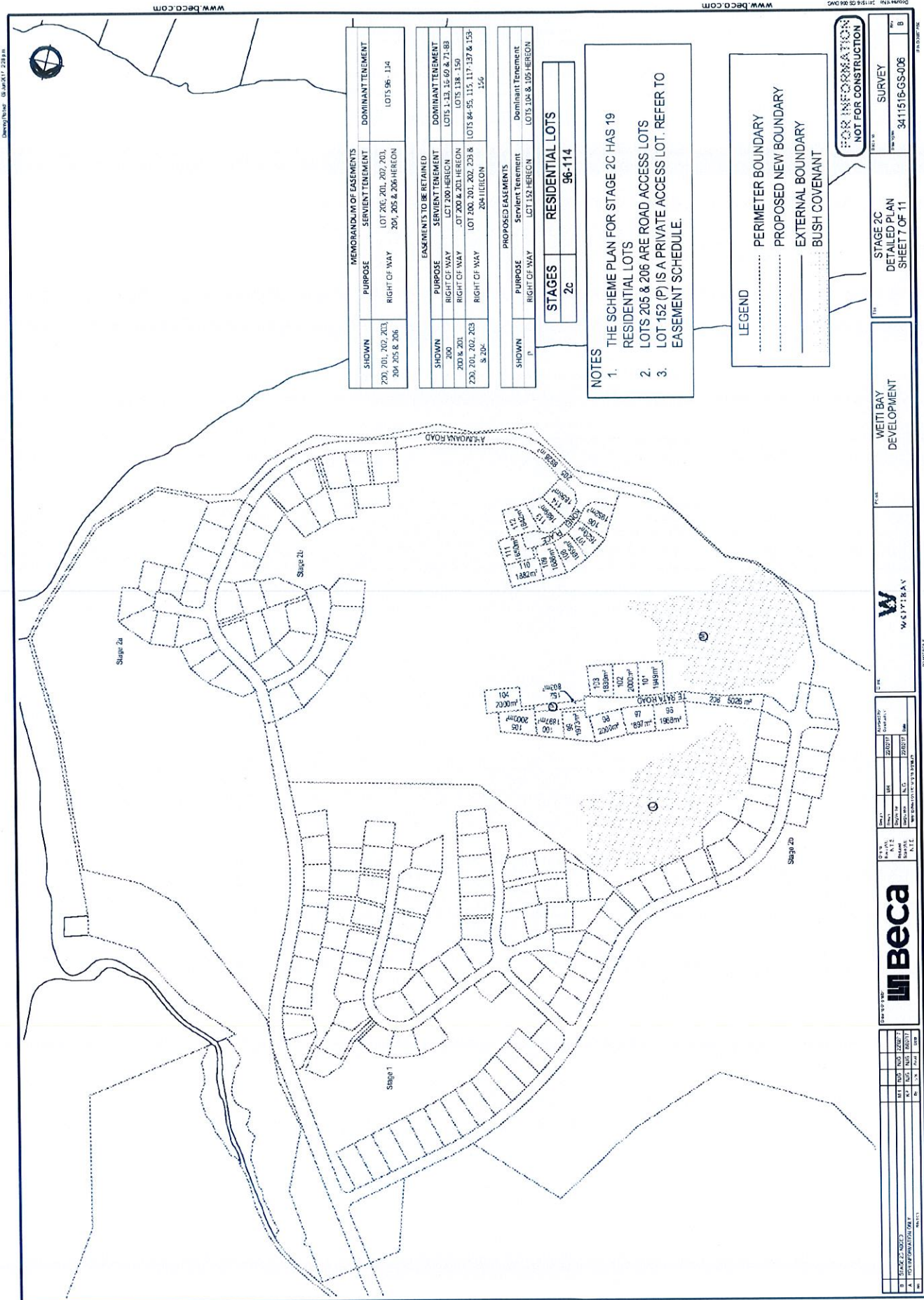
WEITI BAY DEVELOPMENT



DATE	BY	FOR	APPROVED BY
15/05/2017	[Signature]	STAGE 2B	[Signature]
15/05/2017	[Signature]	STAGE 2B	[Signature]



NO.	REVISION	DATE	BY	FOR
1	ISSUED FOR CONSTRUCTION	15/05/2017	[Signature]	[Signature]
2	REVISED	15/05/2017	[Signature]	[Signature]



MEMORANDUM OF EASEMENTS			
SHOWN	PURPOSE	SERVIENT TENEMENT	DOMINANT TENEMENT
200, 201, 202, 203, 204, 205 & 206	RIGHT OF WAY	LOT 206, 201, 202, 203, 204, 205 & 206 HERON	LOTS 96 - 114

EASEMENTS TO BE RETAINED			
SHOWN	PURPOSE	SERVIENT TENEMENT	DOMINANT TENEMENT
200	RIGHT OF WAY	LOT 200 HERON	LOTS 1-13, 15-69 & 71-83
203 & 201	RIGHT OF WAY	LOT 203 & 201 HERON	LOTS 138 - 150
203, 201, 202, 203 & 204	RIGHT OF WAY	LOT 200, 201, 202, 203 & 204 HERON	LOTS 84-95, 115, 117, 137 & 153-156

PROPOSED EASEMENTS			
SHOWN	PURPOSE	SERVIENT TENEMENT	DOMINANT TENEMENT
1	RIGHT OF WAY	LOT 152 HERON	LOTS 104 & 105 HERON

**STAGES**  
2c  
**RESIDENTIAL LOTS**  
96-114

**NOTES**  
1. THE SCHEME PLAN FOR STAGE 2C HAS 19 RESIDENTIAL LOTS  
2. LOTS 205 & 206 ARE ROAD ACCESS LOTS  
3. LOT 152 (P) IS A PRIVATE ACCESS LOT. REFER TO EASEMENT SCHEDULE.

**LEGEND**  
..... PERIMETER BOUNDARY  
..... PROPOSED NEW BOUNDARY  
..... EXTERNAL BOUNDARY  
..... BUSH COVENANT

**FOR INFORMATION NOT FOR CONSTRUCTION**

WEITI BAY DEVELOPMENT		STAGE 2C DETAILED PLAN SHEET 7 OF 11	
SURVEY 3411515-GS-006		SURVEY 3411515-GS-006	
SHEET 7 OF 11		SHEET 7 OF 11	