

# Application for resource consent or fast-track resource consent

(Or Associated Consent Pursuant to the Resource Management Act 1991 (RMA)) (If applying for a Resource Consent pursuant to Section 87AAC or 88 of the RMA, this form can be used to satisfy the requirements of [Form 9](#)). Prior to, and during, completion of this application form, please refer to [Resource Consent Guidance Notes](#) and [Schedule of Fees and Charges](#) — both available on the Council's web page.

## 1. Pre-Lodgement Meeting

Have you met with a council Resource Consent representative to discuss this application prior to lodgement?

Yes  No

If yes, who have you spoken with?

Aroha Chase, Planner email 30.03.26

## 2. Type of consent being applied for

(more than one circle can be ticked):

- Land Use  Discharge  
 Fast Track Land Use\*  Change of Consent Notice (s.221(3))  
 Subdivision  Extension of time (s.125)  
 Consent under National Environmental Standard  
(e.g. Assessing and Managing Contaminants in Soil)  
 Other (please specify)

*\*The fast track is for simple land use consents and is restricted to consents with a controlled activity status.*

## 3. Would you like to opt out of the fast track process?

Yes  No

## 4. Consultation

Have you consulted with iwi/Hapū?  Yes  No

If yes, which groups have you consulted with?

Who else have you consulted with?

*For any questions or information regarding iwi/hapū consultation, please contact Te Hono at Far North District Council, [tehonosupport@fndc.govt.nz](mailto:tehonosupport@fndc.govt.nz)*

## 5. Applicant details

**Name/s:**

Mark Dennis Humphris and Nyrita Wheeler

**Email:**

**Phone number:**

**Postal address:**

(or alternative method of service under section 352 of the act)

Have you been the subject of abatement notices, enforcement orders, infringement notices and/or convictions under the Resource Management Act 1991?  Yes  No

If yes, please provide details.


## 6. Address for correspondence

*Name and address for service and correspondence (if using an Agent write their details here)*

**Name/s:**

Milton Going

**Email:**

**Phone number:**

**Postal address:**

(or alternative method of service under section 352 of the act)

All correspondence will be sent by email in the first instance. Please advise us if you would prefer an alternative means of communication.

--

## 7. Details of property owner/s and occupier/s

*Name and Address of the owner/occupiers of the land to which this application relates (where there are multiple owners or occupiers please list on a separate sheet if required)*

**Name/s:**

Mark Dennis Humphris and Nyrita Wheeler

Property address/  
location:


## 8. Application site details

Location and/or property street address of the proposed activity:

Name/s:

Mark Dennis Humphris and Nyrita Wheeler

Site address/  
location:

23 Totara Heights Way  
Paihia

Postcode 0200

Legal description:

Lot 2 DP 509480

Val Number:

Certificate of title:

777966

Please remember to attach a copy of your Certificate of Title to the application, along with relevant consent notices and/or easements and encumbrances (search copy must be less than 6 months old)

### Site visit requirements:

Is there a locked gate or security system restricting access by Council staff?  Yes  No

Is there a dog on the property?  Yes  No

Please provide details of any other entry restrictions that Council staff should be aware of, e.g. health and safety, caretaker's details. This is important to avoid a wasted trip and having to re-arrange a second visit.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 9. Description of the proposal

Please enter a brief description of the proposal here. Please refer to Chapter 4 of the *District Plan, and Guidance Notes*, for further details of information requirements.

10.7.5.1.1 Visual Amenity - although the proposed deck addition does not exceed 30% of the gross floor area or the height of the existing dwelling, the dwelling did not exist at 28.04.2000

The proposed deck additions has a minor/no effect on the visual amenity of the house and surroundings.

If this is an application for a Change or Cancellation of Consent Notice conditions (s.221(3)), please quote relevant existing Resource Consents and Consent Notice identifiers and provide details of the change(s), with reasons for requesting them.

## 10. Would you like to request public notification?

Yes  No

## 11. Other consent required/being applied for under different legislation

(more than one circle can be ticked):

Building Consent

Regional Council Consent (ref # if known)

National Environmental Standard Consent

Other (please specify)

## 12. National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health:

The site and proposal may be subject to the above NES. In order to determine whether regard needs to be had to the NES please answer the following:

Is the piece of land currently being used or has it historically ever been used for an activity or industry on the Hazardous Industries and Activities List (HAIL)?  Yes  No  Don't know

Is the proposed activity an activity covered by the NES? Please tick if any of the following apply to your proposal, as the NESCS may apply as a result?  Yes  No  Don't know

Subdividing land

Disturbing, removing or sampling soil

Changing the use of a piece of land

Removing or replacing a fuel storage system

## 13. Assessment of environmental effects:

Every application for resource consent must be accompanied by an Assessment of Environmental Effects (AEE). This is a requirement of Schedule 4 of the Resource Management Act 1991 and an application can be rejected if an adequate AEE is not provided. The information in an AEE must be specified in sufficient detail to satisfy the purpose for which it is required. Your AEE may include additional information such as written approvals from adjoining property owners, or affected parties.

Your AEE is attached to this application  Yes

## 14. Draft conditions:

Do you wish to see the draft conditions prior to the release of the resource consent decision?  Yes  No

If yes, please be advised that the timeframe will be suspended for 5 working days as per s107G of the RMA to enable consideration for the draft conditions.

## 15. Billing Details:

This identifies the person or entity that will be responsible for paying any invoices or receiving any refunds associated with processing this resource consent. Please also refer to Council's Fees and Charges Schedule.

Name/s: (please write in full)

Mark Dennis Humphris and Nyrita Wheeler

Email:

Phone number:

Postal address:

(or alternative method of service under section 352 of the act)

### Fees Information

An instalment fee for processing this application is payable at the time of lodgement and must accompany your application in order for it to be lodged. Please note that if the instalment fee is insufficient to cover the actual and reasonable costs of work undertaken to process the application you will be required to pay any additional costs. Invoiced amounts are payable by the 20th of the month following invoice date. You may also be required to make additional payments if your application requires notification.

## 15. Billing details continued...

### Declaration concerning Payment of Fees

I/we understand that the Council may charge me/us for all costs actually and reasonably incurred in processing this application. Subject to my/our rights under Sections 357B and 358 of the RMA, to object to any costs, I/we undertake to pay all and future processing costs incurred by the Council. Without limiting the Far North District Council's legal rights if any steps (including the use of debt collection agencies) are necessary to recover unpaid processing costs I/we agree to pay all costs of recovering those processing costs. If this application is made on behalf of a trust (private or family), a society (incorporated or unincorporated) or a company in signing this application I/we are binding the trust, society or company to pay all the above costs and guaranteeing to pay all the above costs in my/our personal capacity.

Name: (please write in full)

MARK HUMPHRIS

Signature:

(signature of bill payer)

Date 8-4-26

**MANDATORY**

## 16. Important Information:

### Note to applicant

You must include all information required by this form. The information must be specified in sufficient detail to satisfy the purpose for which it is required.

You may apply for 2 or more resource consents that are needed for the same activity on the same form.

You must pay the charge payable to the consent authority for the resource consent application under the Resource Management Act 1991.

### Fast-track application

Under the fast-track resource consent process, notice of the decision must be given within 10 working days after the date the application was first lodged with the authority, unless the applicant opts out of that process at the time of lodgement.

A fast-track application may cease to be a fast-track application under section 87AAC(2) of the RMA.

### Privacy Information:

Once this application is lodged with the Council it becomes public information. Please advise Council if there is sensitive information in the proposal. The information you have provided on this form is required so that your application for consent pursuant to the Resource Management Act 1991 can be processed under that Act. The information will be stored on a public register and held by the Far North District Council. The details of your application may also be made available to the public on the Council's website, [www.fndc.govt.nz](http://www.fndc.govt.nz). These details are collected to inform the general public and community groups about all consents which have been issued through the Far North District Council.

## 17. Declaration

The information I have supplied with this application is true and complete to the best of my knowledge.

Name (please write in full)

MARK HUMPHRIS

Signature

Date 8-4-26

*See overleaf for a checklist of your information...*

## **ASSESSMENT OF EFFECTS**

OWNERS: Mark Humphris and Nyrita Wheeler

ADDRESS: 27 Totara Heights Way, Paihia

LEGAL DESCRIPTION: Lot 2 DP 500948

Assessment Criteria Operative District Plan

11.2 BUILDING HEIGHT, SCALE AND SUNLIGHT

- (a) The extent to which adjacent properties will be adversely affected in terms of visual domination, overshadowing, loss of privacy and loss of access to sunlight and daylight.*
- (b) The ability to mitigate any adverse effects by way of increased separation distances between buildings or the provision of landscaping and screening.*
- (c) The extent of the building area and the scale of the building and the extent to which they are compatible with both the built and natural environments in the vicinity.*
- (d) The spatial relationship between the new building and adjacent residential units, and the outdoor space used by those units.*
- (e) The nature of the activity to be carried out within the building and its likely generated effects.*

### 1. Introduction

This statement of effects provides an assessment of the actual and/or potential effects on the environment of the proposed deck addition to existing residence.

#### 1.1 Description of site

A well planted site in an established neighbourhood. The site has been planted as per the consent notice conditions.

#### 1.2 Description of the Proposal

The proposal is to install a new sliding door and to extend the existing second level deck on the northeastern side of the existing residence. The proposed balustrade protrudes within the 2m and 45° recession plane

- Fire Risk to Residential Units – deck addition in relation to scrub/shrubland/forest/woodlot. RC2140086 consented the position of the existing dwelling in relation to scrub/shrubland/woodlot/forest.

#### 1.3 Consultation

It has been assessed by council that the effect is minor and does not require neighbours written approval.

### 2. Assessment of Effects

#### (a) Loss of access to sunlight and daylight

The sunlight infringement ranges from 60-600mm on the North eastern boundary.

The existing vegetation will already affect access to daylight, sunlight, overshadowing and as such the deck addition proposed may be indiscernible to the existing situation.

Additionally, the area of infringement on the neighbouring property is limited to a particular area of existing vegetation and as such, the existing building on the neighbouring property, inclusive of outdoor areas, will not be located in line within the area of non-compliance

(b) Mitigation of adverse effects

The dwellings within the subdivision are nestled within existing and protected trees. The Williams & King plan, referenced within the consent notice condition, indicates that some of these protected trees are either located on or overhang the subject site.

The site also has an implemented landscaping plan in the location of the proposed deck and the eastern neighbour (2 Island View Close)

The existing planting already provides some mitigation of any adverse effects.

(c) Compatibility with built and natural environment

The proposed deck addition is in keeping with the existing architecture and will not detract or significantly alter the street view of the property.

(d) Spatial relationship

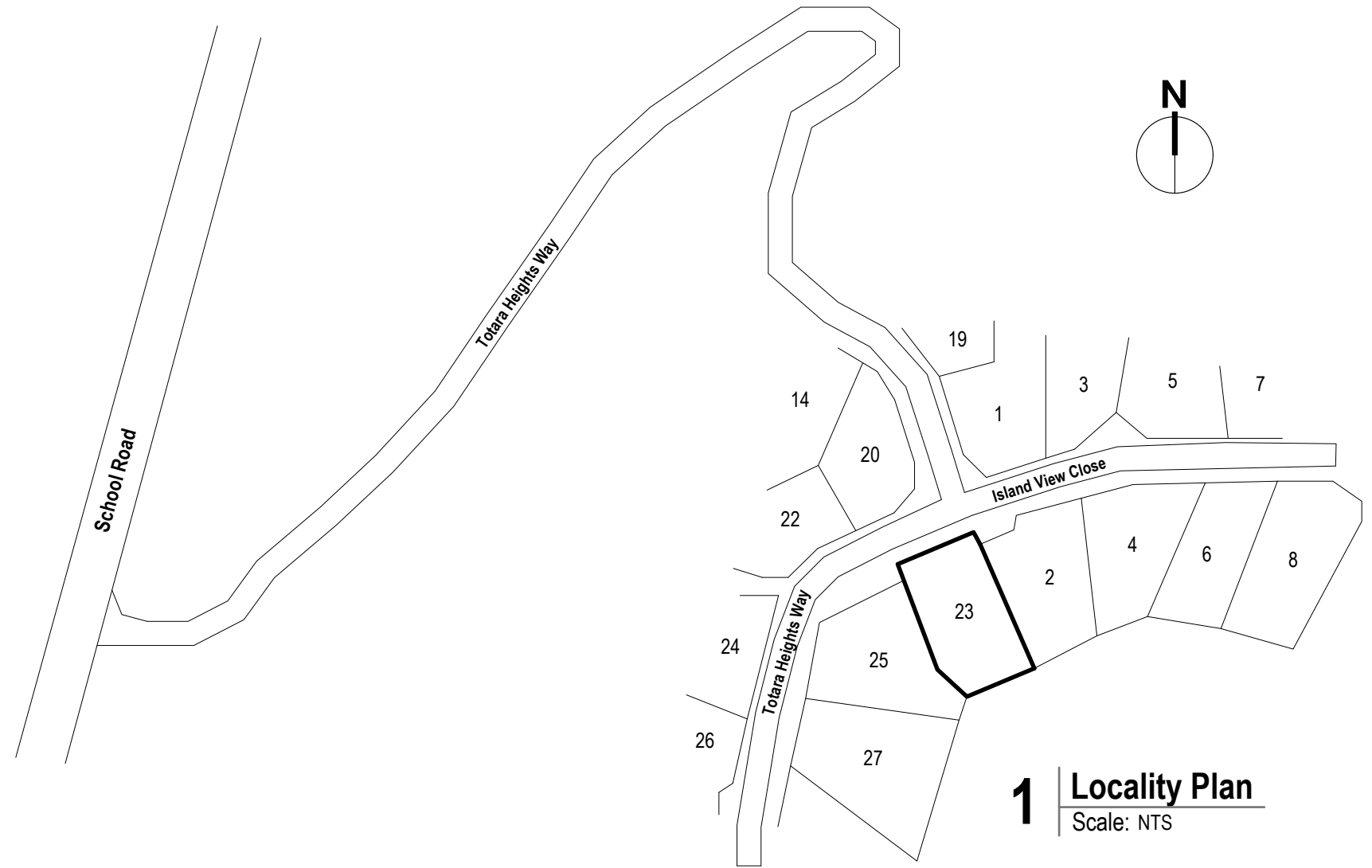
Development of other adjacent properties have similar siting of buildings compared to the subject site.

(e) Activity and effects

The proposed deck is an extension of the deck which is already used as an outdoor area.

A fire hydrant is located outside the property on Totara Heights way.

The effects of this proposal could only be expected to be minor or negligible.



## Proposed Deck Additions 23 Totara Heights Way, Paihia

For M. Humphris & N. Wheeler

### Drawing List

**Sheet:**

Design Sheets

- A-01 Cover Page
- A-02 Site Plan
- A-03 Existing Floor Plan
- A-04 Existing Elevations
- A-05 Existing 3D Renders
- A-06 Proposed L2 Floor Plan
- A-07 Proposed Elevations

**GOING**  
architectural

p 0274 780 009  
e milton@goingarchitectural.co.nz

Auckland - PO Box 800 Whangaparaoa 0943  
Bay Of Islands - 30M Sullivan Rd Paihia 0200

www.goingarchitectural.co.nz

Job:  
Proposed Deck Additions for M  
Humphris & N Wheeler

Address:  
23 Totara Heights Way, Paihia  
0200

Dwg: Cover Page

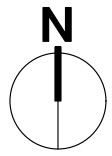
Date: 12/02/2026 Rev:

Ref: 25-38 Scale: As Noted

Dwn: VM Ckd: MG

Sheet: A-01 Of: 8

RC Plan 1



Island View Close

Bdy 15.59m

3.50m transformer

existing path

existing landscaping

tan109

5.41m approx.

3.50m approx.

52.3 A

CP

existing driveway

3.50

exist. retaining wall

Note: Existing landscaping to remain

Proposed L2 Deck Additions

L2b FDL = 56.86m approx.

51.4 B

Note: Existing significant trees to remain

tan114

tan111

Bdy 24.81m

L1b Garage, FFL = 54.075m

L2a FDL = 56.16m approx.

4200

Existing Deck

L2b FFL = 56.90m

L2a FFL = 56.20m

Existing House

L1a FFL = 53.525m

SW

SS

ma103

tan101

ta95

tan102

Bdy 7.70m

Bdy 14.45m

Bdy 16.77m

54

53

52

56

57

SITE INFORMATION

Lot No.	2
DP No.	509480
Site Area	419m <sup>2</sup>
Territorial Authority	Far North District Council
Planning Zone	Coastal Living Zone
Wind Zone	High (BRANZ)
Earthquake Zone	1
Corrosion Zone	D
Maximum Building Height	8m

BUILDING COVERAGE

Existing House & Decks	= 128.3m <sup>2</sup>
New Deck Addition	= 31.6m <sup>2</sup>

Total Area = 159.9m<sup>2</sup>

IMPERMEABLE SURFACES

Existing House (roof)	= 143.9m <sup>2</sup>
Driveway & paths	= 46.3m <sup>2</sup>

Total Area = 190.2m<sup>2</sup>

1 Site Plan

Scale: 1:100 Ref:

Accidental Discovery Protocol

On discovery of any suspected sensitive material, the person must take the following steps:

Cease all works within 20m of any part of the discovery immediately and secure the area, including: shutting down all earth disturbing machinery and stopping all earth moving activities; and establish a sufficient buffer area to ensure that all material remains undisturbed.

Within 24 hours of the discovery the owner of the site, tenant or the contractor must: inform the following parties of the discovery:

The New Zealand Police if the discovery is of human remains or kōiwi;

The Council in all cases;

Heritage New Zealand Pouhere Taonga if the discovery is an archaeological site, Māori cultural artefact, human remains or kōiwi; and Tangata Whenua if the discovery is an archaeological site, Māori cultural artefact, or kōiwi.

No works shall recommence until the discovery area is inspected by the relevant authority or agency, this shall include: If the discovery is human remains or kōiwi the New Zealand Police are required to investigate the human remains to determine whether they are those of a missing person or a crime scene. The remainder of this process will not apply until the New Zealand Police confirm that they have no further interest in the discovery; or if the discovery is of archaeological material, other than evidence of contaminants, a site inspection for the purpose of initial assessment and response will be arranged by the Council in consultation with Heritage New Zealand Pouhere Taonga and appropriate Tangata Whenua representatives.

Recommencement of work: Heritage New Zealand has confirmed that an archaeological authority has been approved for the work or that none is required; Any required notification under the Protected Objects Act 1975 has been made to the Ministry for Culture and Heritage; and Resource consent has been granted to any alteration or amendment to the earthworks or land disturbance that may be necessary to avoid the sensitive materials that is not otherwise permitted under the plan or allowed by any existing resource consent

Construction Hazards / Site Safety

Building site area to be restricted in access in accordance with NZBC F5 ensuring restricted access to children, & allowing controlled access for contractors, territorial authority or authorised personnel only.

Ensure all on site Hazards are clearly identified and listed on Hazard Site Boards.

Drainage

All drainage is to comply with NZS/AS3500 & NZ Building Code. Confirm location & position of all drains on site.

Sediment & Dust Management

Erosion Controls - Minimal earthworks required for pile footing / foundations. Drilled / excavated material is to be removed from site.

Sediment Controls - Regularly sweep up anu dust and dispose of it properly so that it will not become airborne or enter surface water.

Silt Fence Installation

- Silt fences are not required due to insignificant earthworks proposed.

Resource Consent - Overall Subdivision

Refer to Resource Consents applied to subdivision addressing smaller lots sizes, Coastal Living Zone rules, boundary setbacks, sunlight rule, stormwater area % that will apply to this lot.

RC Ref: RC-2070317-RMACOM

GOING architectural

p 0274 780 009 e milton@goingarchitectural.co.nz

Auckland - PO Box 800 Whangaparapara 0943 Bay Of Islands - 30M Sullivan Rd Paihia 0200

www.goingarchitectural.co.nz

Job: Proposed Deck Additions for M Humphris & N Wheeler

Address: 23 Totara Heights Way, Paihia 0200

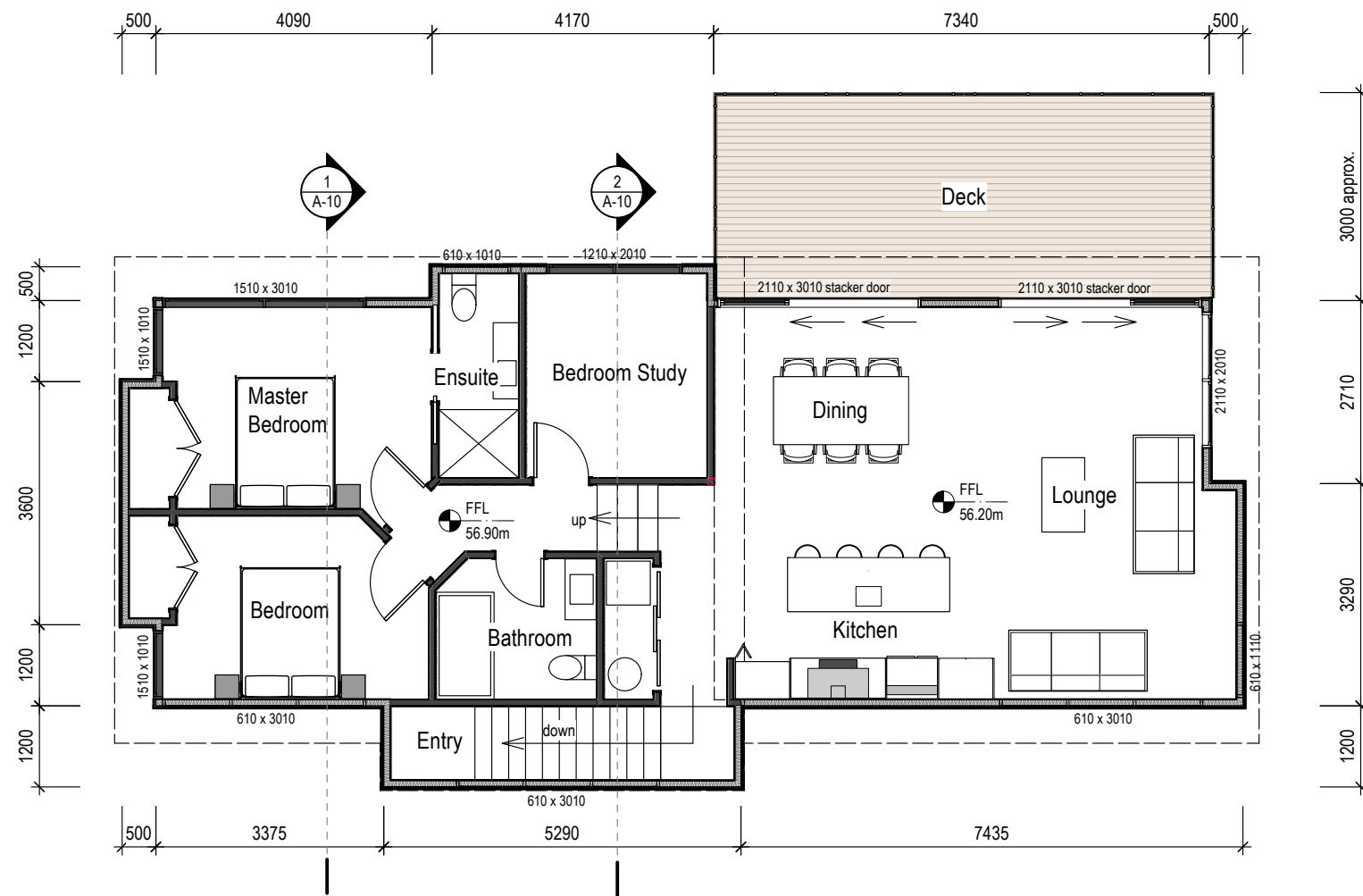
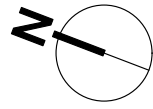
Dwg: Site Plan

Date: 12/02/2026 Rev:

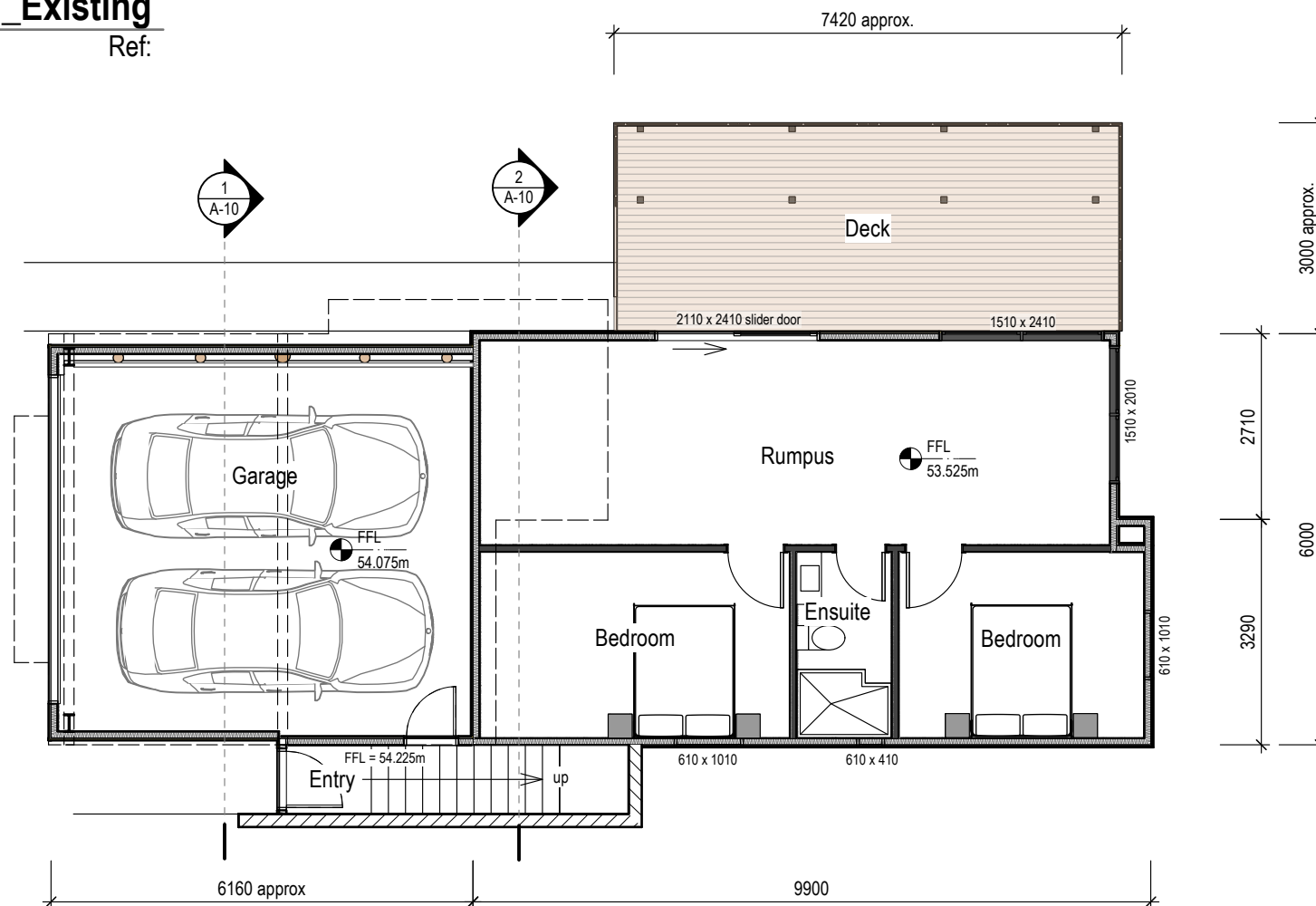
Ref: 25-38 Scale: As Noted

Dwn: VM Ckd: MG

Sheet: A-02 Of: 8



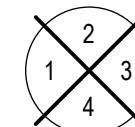
**2** L2 Floor Plan Existing  
Scale: 1:100 Ref:



**1** L1 Floor Plan Existing  
Scale: 1:100 Ref:

Floor Areas Existing	
L2 Floor Area	= 99.3m <sup>2</sup>
L1 Rumpus	= 58.0m <sup>2</sup>
L1 Entry	= 6.6m <sup>2</sup>
L1 Garage	= 35.2m <sup>2</sup>
<b>Total Floor Area</b>	<b>= 199.1m<sup>2</sup></b>
L2 Deck Area	= 22.6m <sup>2</sup>
L1 Deck Area	= 22.6m <sup>2</sup>
<b>Total Deck Area</b>	<b>= 45.2m<sup>2</sup></b>

Elevation Key:



**Notes:**

- All measurements to be checked on site by contractor prior to commencement of works.
- Structural engineer and contractor to check existing structure and confirm feasibility of proposed structure prior to commencement of works.
- Existing waste water & stormwater connections to remain where possible. Allow to re-use existing WW & SW collection points to plumb proposed fixture. Contractor to C.O.S existing downpipes, gully traps & waste water vents/pipes location against this plan.

**GOING**  
architectural

p 0274 780 009  
e milton@goingarchitectural.co.nz

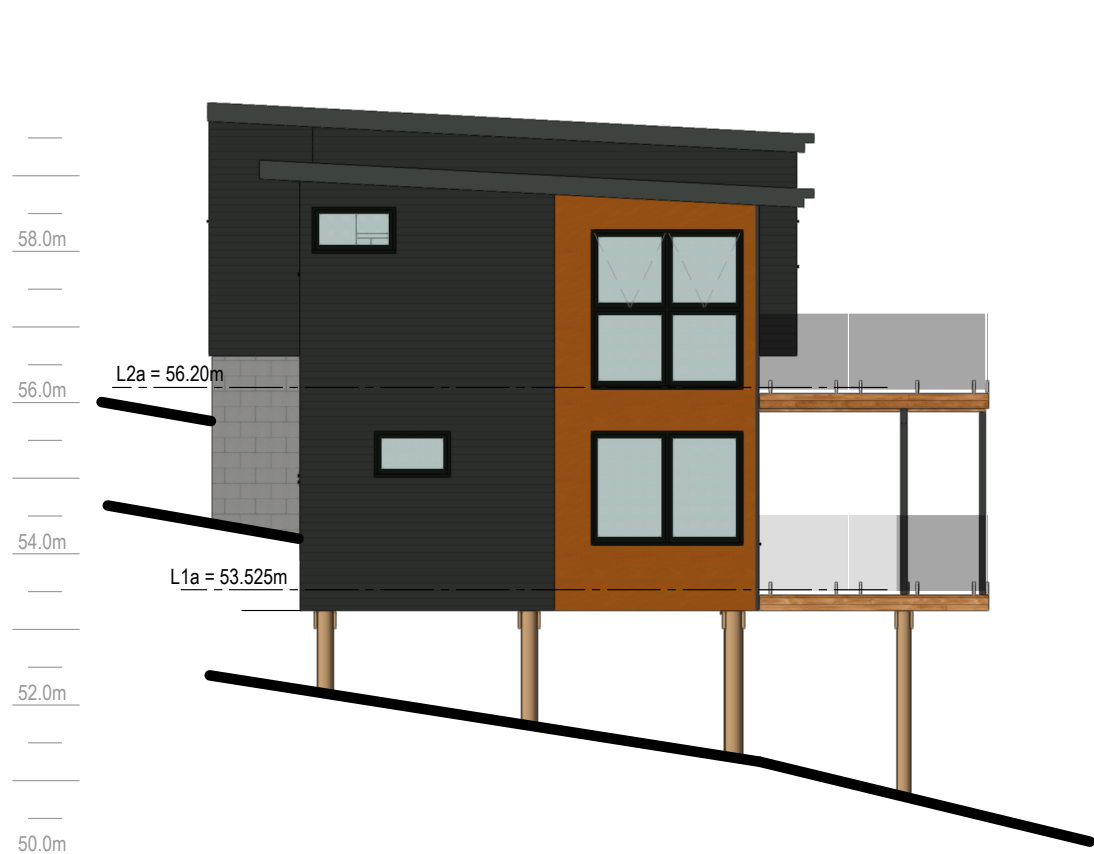
Auckland - PO Box 800 Whangaparaoa 0943  
Bay Of Islands - 30M Sullivan Rd Paihia 0200  
www.goingarchitectural.co.nz

Job:  
Proposed Deck Additions for M  
Humphris & N Wheeler

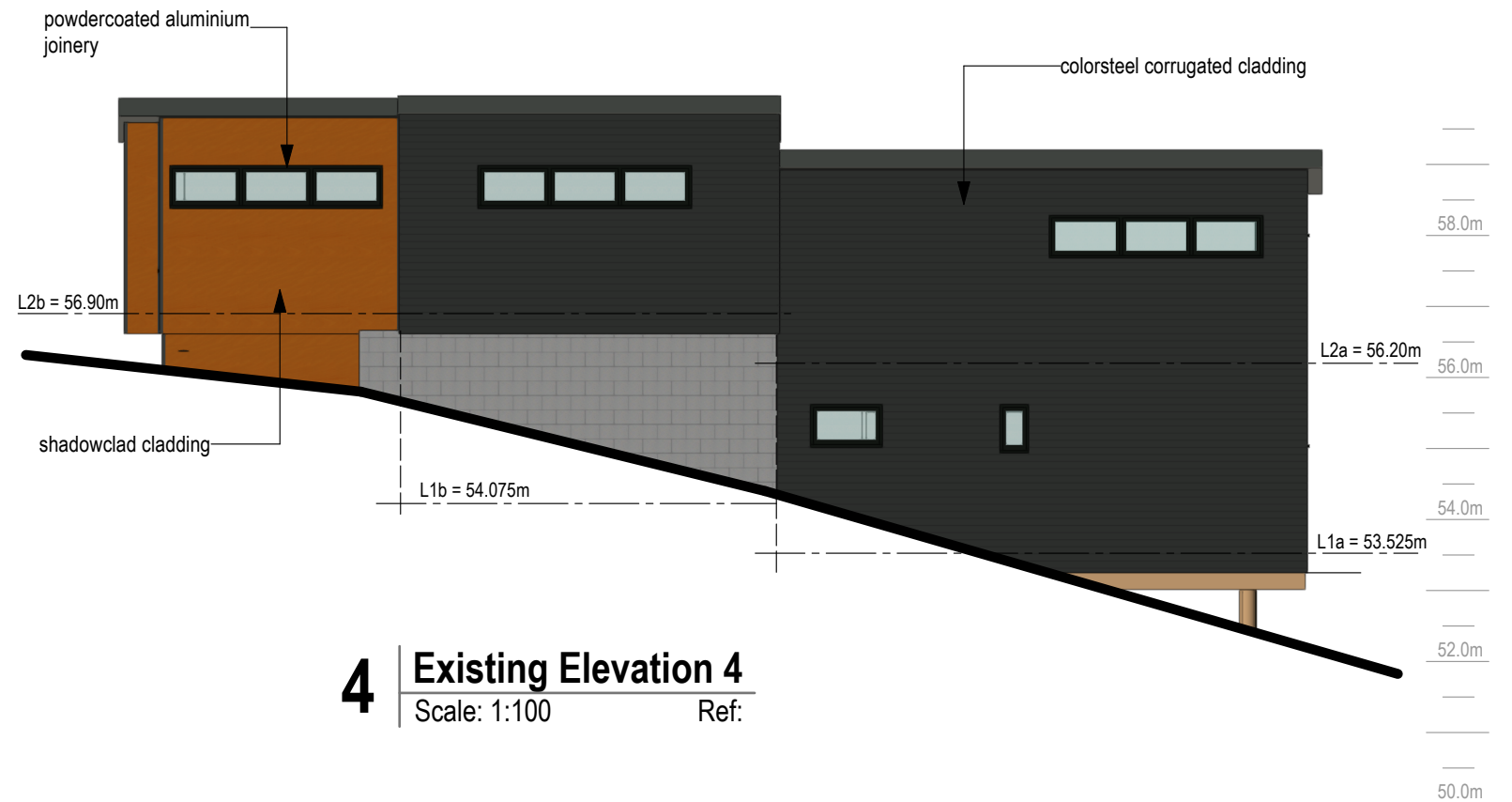
Address:  
23 Totara Heights Way, Paihia  
0200

Dwg: Existing Floor Plan

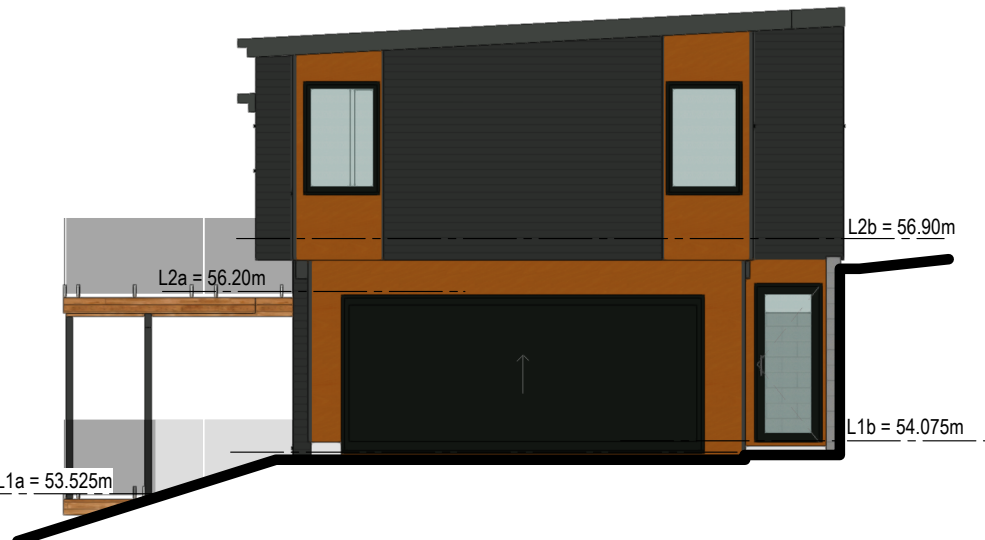
Date:	12/02/2026	Rev:	
Ref:	25-38	Scale:	As Noted
Dwn:	VM	Ckd:	MG
Sheet:	A-03	Of:	8



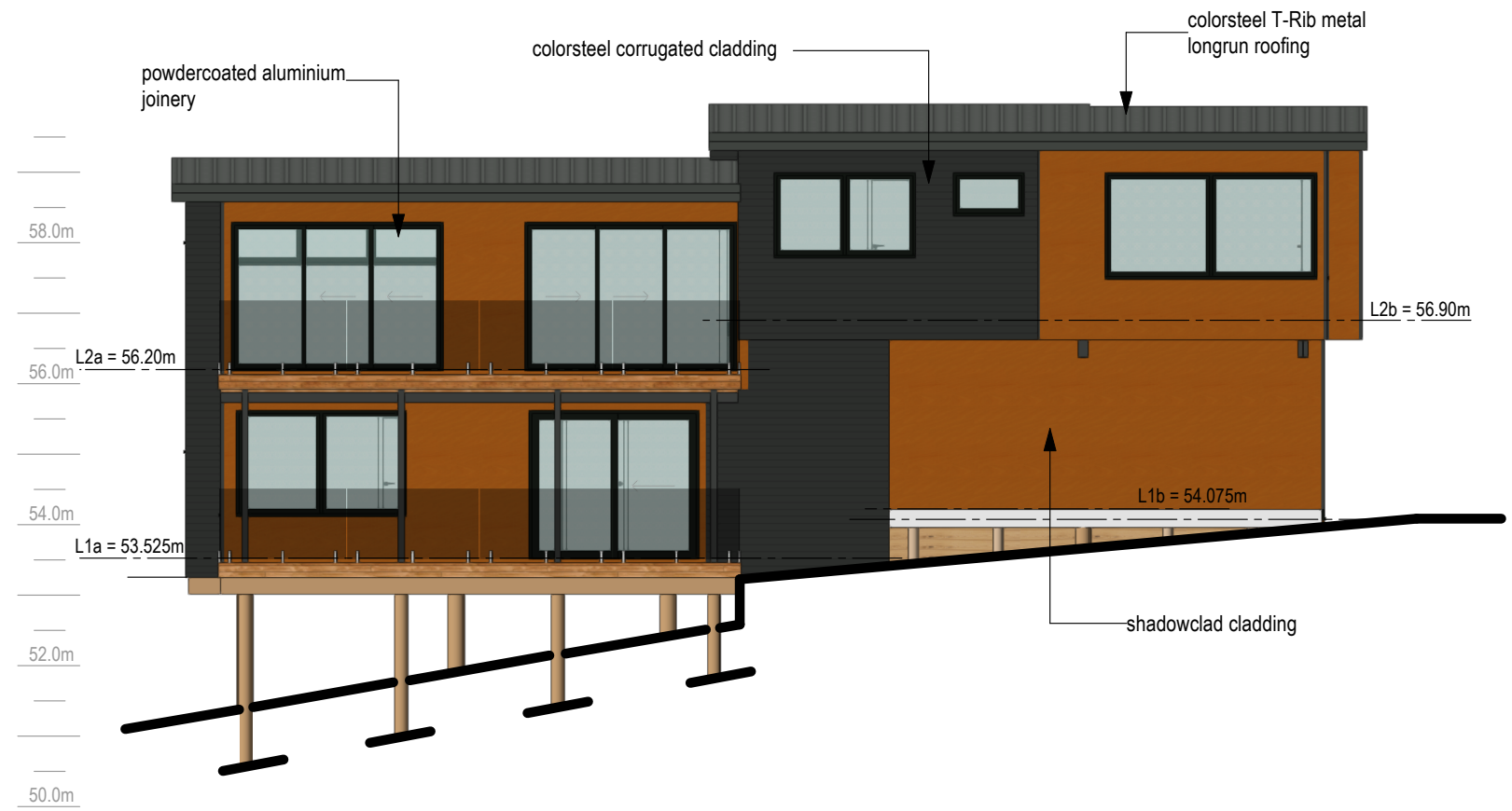
**3 Existing Elevation 3**  
Scale: 1:100 Ref:



**4 Existing Elevation 4**  
Scale: 1:100 Ref:



**1 Existing Elevation 1**  
Scale: 1:100 Ref:



**2 Existing Elevation 2**  
Scale: 1:100 Ref:

**GOING**  
architectural

p 0274 780 009  
e milton@goingarchitectural.co.nz

Auckland - PO Box 800 Whangaparaoa 0943  
Bay Of Islands - 30M Sullivan Rd Paihia 0200  
www.goingarchitectural.co.nz

Job:  
Proposed Deck Additions for M  
Humphris & N Wheeler

Address:  
23 Totara Heights Way, Paihia  
0200

Dwg:	Existing Elevations		
Date:	12/02/2026	Rev:	
Ref:	25-38	Scale:	As Noted
Dwn:	VM	Ckd:	MG
Sheet:	A-04	Of:	8



**1** Existing 3D View  
 Scale: 1:150 Ref:

**GOING**  
 architectural

p 0274 780 009  
 e [milton@goingarchitectural.co.nz](mailto:milton@goingarchitectural.co.nz)

Auckland - PO Box 800 Whangapeiras 0943  
 Bay Of Islands - 30M Sullivan Rd Paihia 0200

[www.goingarchitectural.co.nz](http://www.goingarchitectural.co.nz)

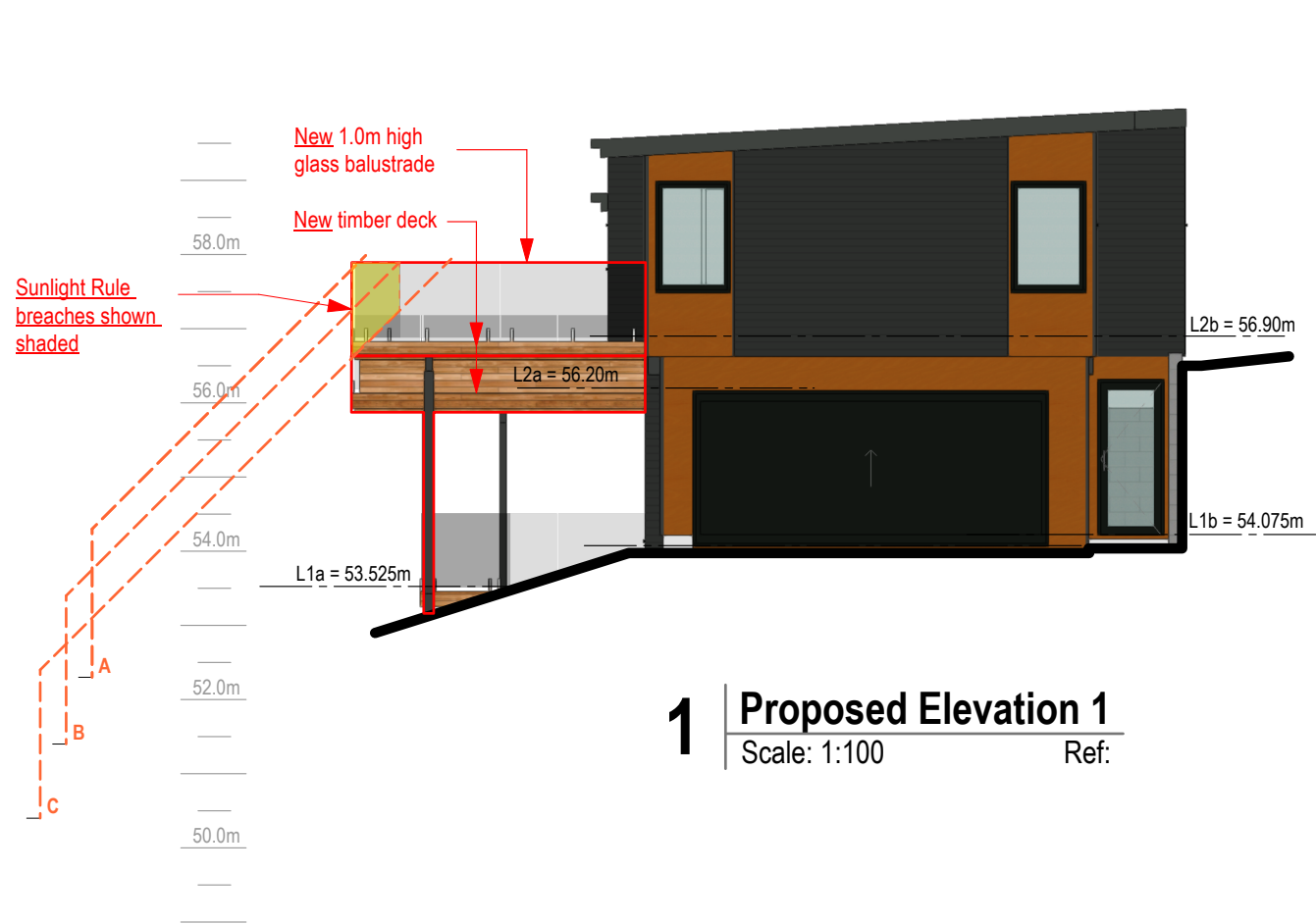
Job:  
 Proposed Deck Additions for M  
 Humphris & N Wheeler

Address:  
 23 Totara Heights Way, Paihia  
 0200

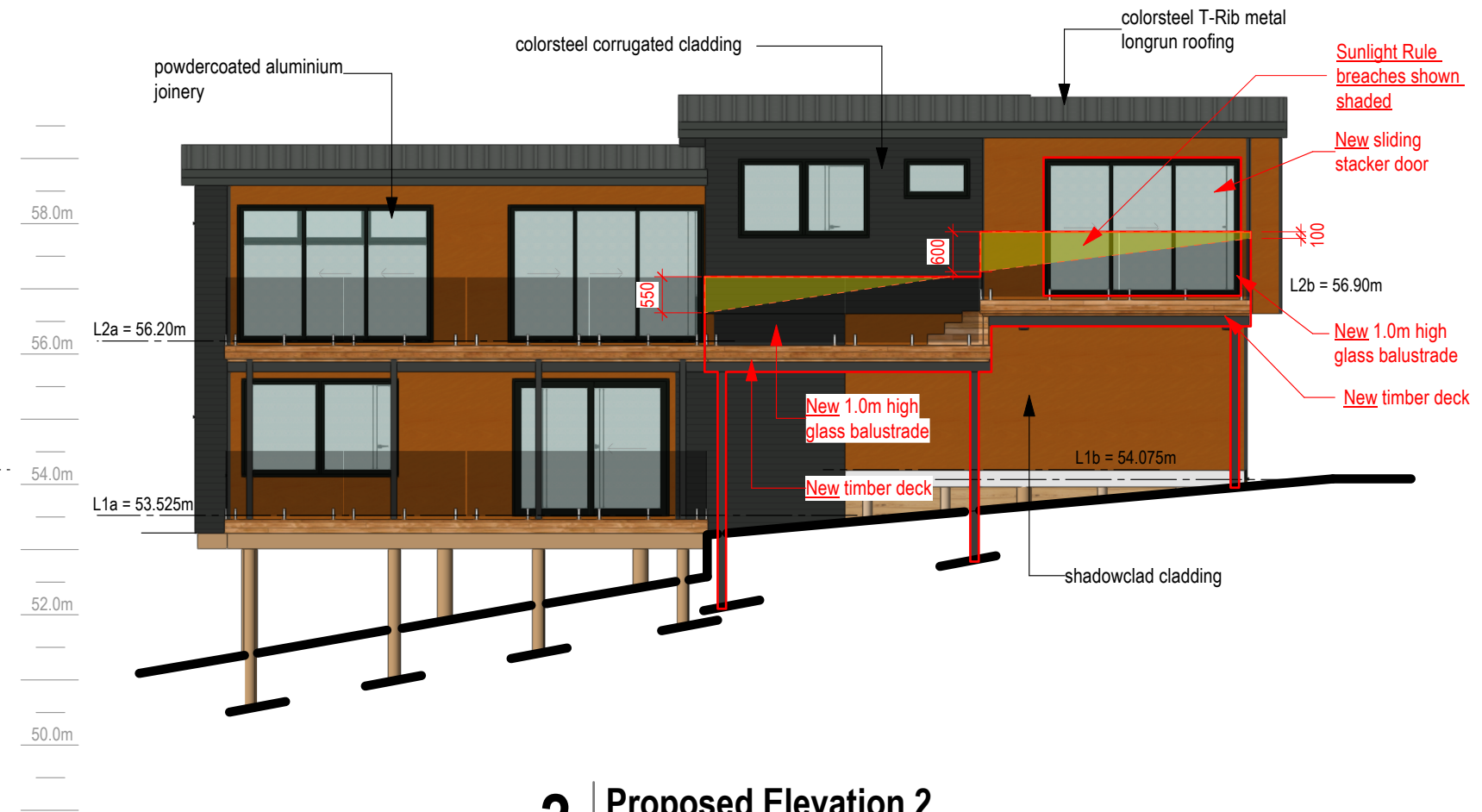
Dwg: Existing 3D Renders

Date:	12/02/2026	Rev:	
Ref:	25-38	Scale:	As Noted
Dwn:	VM	Ckd:	MG
Sheet:	A-05	Of:	8





**1 Proposed Elevation 1**  
Scale: 1:100 Ref:



**2 Proposed Elevation 2**  
Scale: 1:100 Ref:

**Exteriors**

- Walls:**
- Existing metal corrugated cladding over cavity
  - Existing shadowclad cladding

- Roof:**
- Existing T-Rib metal longrun roofing

**GOING**  
architectural

p 0274 780 009  
e milton@goingarchitectural.co.nz

Auckland - PO Box 600 Whangaparapara 0943  
Bay Of Islands - 30M Sullivan Rd Paihia 0200

www.goingarchitectural.co.nz

Job:  
Proposed Deck Additions for M  
Humphris & N Wheeler

Address:  
23 Totara Heights Way, Paihia  
0200

Dwg:	Proposed Elevations		
Date:	12/02/2026	Rev:	
Ref:	25-38	Scale:	As Noted
Dwn:	VM	Ckd:	MG
Sheet:	A-07	Of:	8

**Building Envelope Risk Matrix**

Risk Factor	Risk Severity								
	Low	Score	Med.	Score	High	Score	Extra High	Score	Sub total
Wind Zone	0		0		1	X	2		1
Number of storeys	0		1		2	X	4		2
Roof / Wall intersection design	0	X	1		3		5		0
Eaves Width	0		1	X	2		5		1
Envelope Complexity	0	X	1		3		6		0
Deck Design	0		2		4	X	6		4
Total Risk Score									8



**1** Proposed 3D View  
 Scale: 1:150 Ref:



**2** Proposed 3D View  
 Scale: 1:200 Ref:

**GOING**  
 architectural

p 0274 780 009  
 e [milton@goingarchitectural.co.nz](mailto:milton@goingarchitectural.co.nz)

Auckland - PO Box 800 Whangapeiras 0943  
 Bay Of Islands - 30M Sullivan Rd Paihia 0200

[www.goingarchitectural.co.nz](http://www.goingarchitectural.co.nz)

Job:  
 Proposed Deck Additions for M  
 Humphris & N Wheeler

Address:  
 23 Totara Heights Way, Paihia  
 0200

Dwg: Proposed House - 3D Views

Date:	12/02/2026	Rev:	
Ref:	25-38	Scale:	As Noted
Dwn:	VM	Ckd:	MG
Sheet:	A-08	Of:	8



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



  
R.W. Muir  
Registrar-General  
of Land

**Identifier** 777966  
**Land Registration District** North Auckland  
**Date Issued** 12 July 2017

**Prior References**

350796 350797

---

**Estate** Fee Simple  
**Area** 445 square metres more or less  
**Legal Description** Lot 2 Deposited Plan 509480

**Registered Owners**

Mark Dennis Humphris and Nyrita Wheeler

---

**Interests**

7683780.7 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 18.1.2008 at 9:00 am

Appurtenant hereto is a right to pedestrian access and a right to drain water and sewerage created by Easement Instrument 7683780.12 - 18.1.2008 at 9:00 am

The easements created by Easement Instrument 7683780.12 are subject to Section 243 (a) Resource Management Act 1991

Appurtenant hereto is a right of way, right to drain sewerage and water, right to convey water, electricity, telecommunications and computer media created by Easement Instrument 7683780.13 - 18.1.2008 at 9:00 am

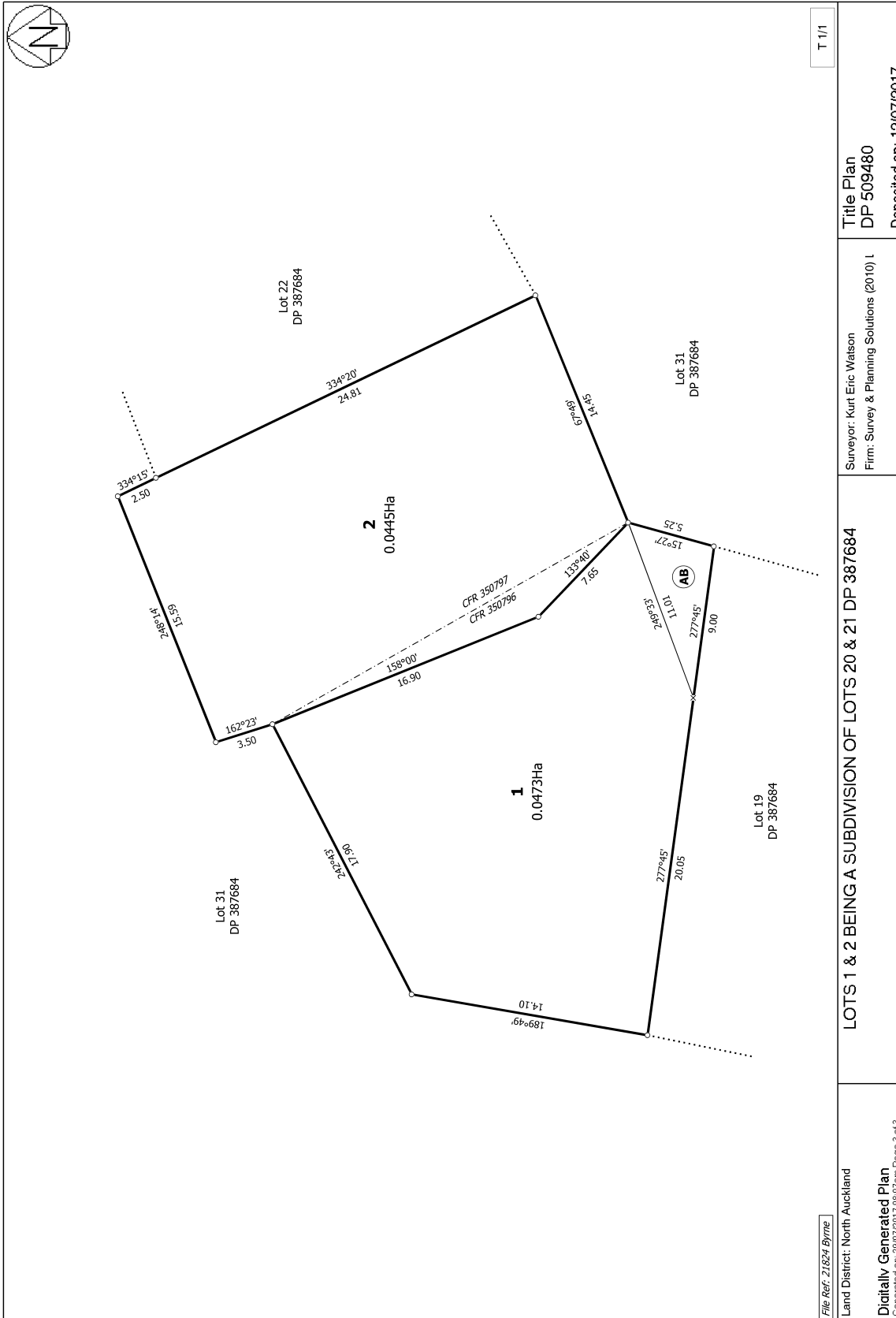
The easements created by Easement Instrument 7683780.13 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 7683780.15 - 18.1.2008 at 9:00 am

Land Covenant in Easement Instrument 7683780.16 - 18.1.2008 at 9:00 am

Land Covenant in Easement Instrument 7683780.18 - 18.1.2008 at 9:00 am

7683780.19 Encumbrance to Totara Heights Society Incorporated - 18.1.2008 at 9:00 am (Affects part formerly Lot 20 DP 387684)



Approved by Registrar-General of Land under No. 2002/6055

**Easement instrument to grant easement or profit à prendre, or create land covenant**  
Sections 90A and 90F, Land Transfer Act 19

Land registration district

**NORTH AUCKLAND**



**EI 7683780.15 Easement**

Cpy - 01/01, Pgs - 007, 18/01/08, 09:33



Grantor

Surname(s) must be underlined or in CAPITALS.

**SCHOOL ROAD CUSTODIANS LIMITED**

Grantee

Surname(s) must be underlined or in CAPITALS.

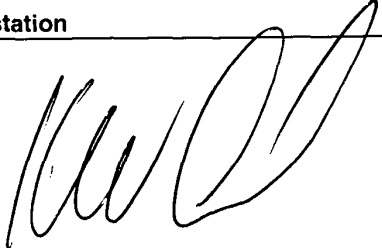
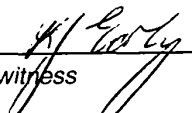
**SCHOOL ROAD CUSTODIANS LIMITED**

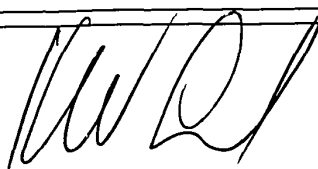
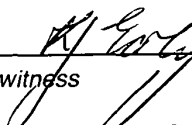
**Grant\* of easement or profit à prendre or creation or covenant**

**The Grantor**, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).


Dated this 21st day of December 2007

Attestation

 Kevin William Andersen Director	<b>Signed in my presence by the Grantor</b> <hr/> Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b> Occupation <b>Katherine Jan Earb</b> <b>Legal Executive</b> <b>Auckland</b> Address
	<b>Signature [common seal] of Grantor</b>

 Kevin William Andersen Director	<b>Signed in my presence by the Grantee</b> <hr/> Signature of witness  Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b> Occupation <b>Katherine Jan Earb</b> <b>Legal Executive</b> <b>Auckland</b> Address
	<b>Signature [common seal] of Grantee</b>

Certified correct for the purposes of the Land Transfer Act 1952.

  
[Solicitor for] the Grantee

**Annexure Schedule 1**



Easement instrument

Dated

21.12.2007

Page

1

of

3

pages

**Schedule A**

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
<b>Land Covenants</b>	<b>Deposited Plan 387684</b>	<b>Lots 1 - 30 (inclusive) Deposited Plan 387684</b>	<b>Lots 1 - 30 (inclusive) Deposited Plan 387684</b>

**Easements or profits à prendre rights and powers (including terms, covenants, and conditions)**

Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.

~~Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.~~

The implied rights and powers are [varied] [negated] [added to] or [substituted] by:

[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].

[the provisions set out in Annexure Schedule 2].

**Covenant provisions**

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:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~

[Annexure Schedule 2].

**All signing parties and either their witnesses or solicitors must sign or initial in this box**

*[Handwritten signatures]*

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

21.12.2007

Page

2

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

**1. DEFINITIONS**

**Consent** means the decision of the Far North District Council, being consent number RC2070317;

**Developer** means School Road Custodians Limited or its nominated representative from time to time;

**Grantee** means the registered proprietors from time to time of the Dominant Tenement and where the context requires includes the Developer;

**Grantor** means the registered proprietors from time to time of the Servient Tenement;

**Property** means each of the Servient Tenements.

**2. COVENANTS**

2.1 The Grantor for itself and its successors in title to the Property hereby covenants with the Grantee/Developer for itself and its successors in title that the Grantor shall not:

- (a) commission any plans or building on the Property; or
- (b) apply to the relevant authority for a building consent; or
- (c) proceed with the erection or construction on the Property of any building;

unless such building is a new single private residential dwelling/s, the siting of which dwelling and a landscape plan of the Property/ies showing the design and location of paths, driveways and planting and external amenities in relation to the proposed dwelling have received the prior written approval of the Developer. Approval of the plans, design and siting of a new dwelling/s shall not be unreasonably or arbitrarily withheld if:

- (i) the dwelling will not incorporate any second hand materials and the exterior will not incorporate any corrugated galvanised iron product nor incorporate any other building material (including certain fibrolite products) which in the opinion of the Developer detracts from the quality of the subdivision or the housing standard established for the subdivision;
- (ii) the dwelling complies with the requirements of the Consent.

2.2 The Grantor shall not make any change to the plans and specifications of the exterior design and appearance of the approved dwelling unless such changes are first approved by the Developer.

2.3 The Grantor shall not commence works after approval of building plans until the Grantor shall advise the Developer in writing of the construction start and period, size and location of temporary building structures including toilets, the restrictions on noise and hours of work.

2.4 The Grantor will not allow grass or weeds on the Property to exceed 50mm in height or allow rubbish or waste material to accumulate on the Property or otherwise allow the Property to become unsightly.

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**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

21.12.2007

Page

3

of

3

Pages

*(Continue in additional Annexure Schedule, if required.)*

- 2.5 The Grantor will not erect, or place or permit to be erected or placed on the Property, any advertisement, sign or hoarding of a commercial nature.
- 2.6 The Developer shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the Property and any contiguous land of the Developer. The Developer may include a fencing covenant in the transfer of the Property to the Grantor.
- 2.7 The Grantor will not erect or place or permit to be erected or placed upon the Property any caravan, hut or shed to be used as a dwellinghouse or temporary dwellinghouse. No vehicle, equipment or machinery which is unsightly or a nuisance to other owners in the subdivision shall be kept on the Property.
- 2.8 The Grantor shall not keep any animal on the Property that shall cause any nuisance or undue noise.
- 2.9 The Grantor will not oppose or object to any application by the Developer for Resource Consent or building consent under the Resource Management Act 1991 and/or the Building Act 1991 in respect of any land of which the Developer is or is to become registered proprietor whether contiguous with or adjacent to the Property or otherwise provided that such application does not interfere with the Grantors use of the within Property.
- 2.10 The provisions of covenants 2.1, 2.2 and 2.3 shall cease to have any effect once the Developer has sold all sections in the subdivision and holds no other interest in the subdivided land, provided that the Developer shall ensure that a nominated representative is retained to provide the approvals required under these clauses.

**3. BREACH**

- 3.1 Where the Grantee or the Grantee's agent or any other party to these covenants is required to expend money to make good any damage or loss caused by a breach of these covenants by the Grantor (or the guests, servants, employees, agents, invitees, tenants or licensees of the Grantor) the Grantee or its agent shall be entitled to recover the amounts they expended as a debt in any action in any Court of competent jurisdiction and such sum may include all costs howsoever incurred including professional and legal costs calculated on a solicitor/client basis.
- 3.2 Should the Grantor be in breach of these covenants, they may be served written notice by the Grantee or any other party to these covenants and shall be required to remedy the breach of the covenants within seven days of receipt of the notice in writing. Should the Grantor fail to rectify in accordance with the notice then upon the expiry of seven day notice period the Grantor shall be liable to pay a penalty sum of \$500.00 per day, calculated from the date notice was given, with the penalty sum continuing until such time as the breach is remedied and in addition shall include all costs incurred including all professional and legal costs calculated on a solicitor/client basis.

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 - Consent Form**  
Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Easement Instrument**

Page **1** of **2** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**STRATEGIC NOMINEES LIMITED**

**Mortgagee under Mortgage no. 6513072.5**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_]


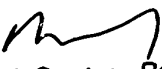
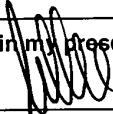
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the **Consentor hereby consents to:**

**registration of the within Easement Instrument**

Dated this 21st day of December 2007

**Attestation**

<p> <b>Kerry Finnigan</b> Director</p> <p> <b>Paul Gregory Bendall</b> Authorised Signatory</p>	<p>Signed in my presence by the Consentor</p> <p> Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <b>Lana Guest</b></p> <p>Occupation <b>Legal Secretary</b></p> <p>Address <b>Auckland</b></p>
<p>Signature of Consentor</p>	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**Annexure Schedule - Consent Form**  
Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Easement Instrument**

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

<b>TOTARA DEVELOPMENTS LIMITED</b>	<b>Mortgagee under Mortgage no. 6513072.6</b>
------------------------------------	---

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~

[section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_]

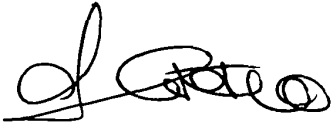
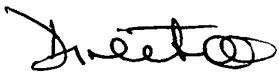
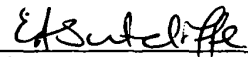
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the **Consentor hereby consents to:**

**registration of the within Easement Instrument**

Dated this 21st day of December 2007

**Attestation**

 	<p>Signed in my presence by the Consentor</p> <p></p>
	<p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <u>Elizabeth Sutcliffe</u></p> <p>Occupation <u>Secretary</u></p> <p>Address <u>Auckland</u></p>
<p>Signature of Consentor</p>	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Easement Instrument**

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**Gary Thomas HEY, JB CHRISTIE  
CONSULTANTS LIMITED and Glenn Brynn  
CHRISTIE**

**Mortgagee under Mortgage no. 6549695.1**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~

~~section~~ of the

*Handwritten signature and initials*

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**registration of the within Easement Instrument**

Dated this 21st day of December 2007

**Attestation**

<i>Handwritten signature of witness</i>	Signed in my presence by the Consentor
	Signature of Witness
<i>Handwritten signature of consentor</i>	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
Signature of Consentor	Address

**GRAEME H. SKEATES  
Solicitor  
AUCKLAND**

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

**NORTH AUCKLAND**



**EI 7683780.16 Easement**

Cpy - 01/01, Pgs - 007, 18/01/08, 09:34



DocID: 313047048

Grantor

Surname(s) *ml*

**School Road Custodians Limited**

Grantee

Surname(s) must be underlined or in CAPITALS.

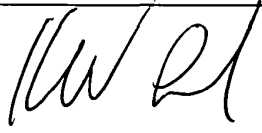
**School Road Custodians Limited**

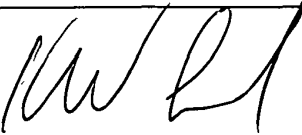
**Grant\* of easement or *profit à prendre* or creation or covenant**

**The Grantor**, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).


Dated this 21st day of December 2007

Attestation

 Kevin William Andersen Director	<b>Signed in my presence by the Grantor</b> <hr/> <i>Katherine Jan Earby</i> Signature of witness Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b> Occupation <b>Katherine Jan Earby</b> Legal Executive Auckland Address
	<b>Signature [common seal] of Grantor</b>

 Kevin William Andersen Director	<b>Signed in my presence by the Grantee</b> <hr/> <i>Katherine Jan Earby</i> Signature of witness Witness to complete in BLOCK letters (unless legibly printed) <b>Witness name</b> Occupation <b>Katherine Jan Earby</b> Legal Executive Auckland Address
	<b>Signature [common seal] of Grantee</b>

Certified correct for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.

**Annexure Schedule 1**



Easement instrument

Dated

21.12.2007

Page

1

of

3

pages

**Schedule A**

*(Continue in additional Annexure Schedule if required.)*

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Covenant		Lot 1 DP387684 Lot 2 DP 387684 Lot 3 DP 387684 Lot 4 DP 387684 Lot 5 DP 387684 Lot 6 DP 387684 Lot 7 DP 387684 Lot 8 DP 387684 Lot 9 DP 387684 Lot 10 DP 387684  Lot 11 DP 387684	Lots 2-30 DP 387684 Lot 1, Lots 3-30 DP 387684 Lots 1-2, Lots 4-30 DP 387684 Lots 1-3, Lots 5-30 DP 387684 Lots 1-4, Lots 6-30 DP 387684 Lots 1-5, Lots 7-30 DP 387684 Lots 1-6, Lots 8-30 DP 387684 Lots 1-7, Lots 9-30 DP 387684 Lots 1-8, Lots 10-30 DP 387684 Lots 1-9, Lots 11-30 DP 387684 Lots 1-10, Lots 12-30 DP 387684

**Easements or profits à prendre rights and powers (including terms, covenants, and conditions)**

*Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.*

~~Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.~~

The implied rights and powers are ~~[varied] [negatived] [added to] or [substituted]~~ by:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~

~~[the provisions set out in Annexure Schedule 2].~~

**Covenant provisions**

*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:

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~

~~[Annexure Schedule 2].~~

**All signing parties and either their witnesses or solicitors must sign or initial in this box**

*(Handwritten signature/initials)*

**Annexure Schedule**



Insert type of instrument  
 "Mortgage", "Transfer", "Lease" etc

Easement

Dated 21.12.2007

Page 2 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

**Schedule A continued**

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier /CT)	Dominant tenement (Identifier/CT or in gross)
		Lot 12 DP 387684	Lots 1-11, Lots 13-30 DP 387684
		Lot 13 DP 387684	Lots 1-12, Lots 14-30 DP 387684
		Lot 14 DP 387684	Lots 1-13, Lots 15-30 DP 387684
		Lot 15 DP 387684	Lots 1-14, Lots 16-30 DP 387684
		Lot 16 DP 387684	Lots 1-15, Lots 17-30 DP 387684
		Lot 17 DP 387684	Lots 1-16, Lots 18-30 DP 387684
		Lot 18 DP 387684	Lots 1-17, Lots 19-30 DP 387684
		Lot 19 DP 387684	Lots 1-18, Lots 20-30 DP 387684
		Lot 20 DP 387684	Lots 1-19, Lots 21-30 DP 387684
		Lot 21 DP 387684	Lots 1-20, Lots 22-30 DP 387684
		Lot 22 DP 387684	Lots 1-21, Lots 23-30 DP 387684
		Lot 23 DP 387684	Lots 1-22, Lots 24-30 DP 387684
		Lot 24 DP 387684	Lots 1-23, Lots 25-30 DP 387684
		Lot 25 DP 387684	Lots 1-24, Lots 26-30 DP 387684
		Lot 26 DP 387684	Lots 1-25, Lots 27-30 DP 387684
		Lot 27 DP 387684	Lots 1-26, Lots 28-30 DP 387684
		Lot 28 DP 387684	Lots 1-27, Lots 29-30 DP 387684
		Lot 29 DP 387684	Lots 1-28, Lot 30 DP 387684
		Lot 30 DP 387684	Lots 1-29 DP 387684

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**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

21.12.2007

Page

3

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

**Covenants**

1. The Grantor is the registered proprietor of an estate in fee simple in all the Land described in Schedule A as the servient tenement (**Servient Land**) and the Grantee is the registered proprietor of an estate in fee simple of the Land described in Schedule A as the dominant tenement (**Dominant Land**).
2. The Grantor and its successors in title covenant for the benefit of the Grantee and its successors in title shall maintain its membership with Totara Heights Society Incorporated being the registered proprietor of Lot 31 DP 387684 (**Society**) and as such, shall adhere to the terms of the Society's Constitution, including but not limited to paying all fees levied by the Society and due by the Grantor as a member.
3. Where the Grantor is in breach of this covenant, then without prejudice to any other rights of the Grantee, the Grantor shall upon written demand being made by the Grantee:
  - (a) pay the Grantee as liquidated damages \$100.00 per day for every day that such breach or non-observance continues after the expiry of 30 days from which written demand has been made;
  - (b) do or cause to be done anything necessary to remedy such breach.

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 - Consent Form**  
Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Easement Instrument**

Page **1** of **2** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**STRATEGIC NOMINEES LIMITED**

**Mortgagee under Mortgage no. 6513072.5**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_]

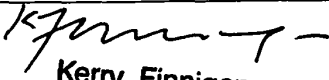
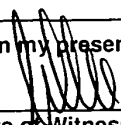

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**registration of the within Easement Instrument**

Dated this 21st day of December 2007

**Attestation**

 <b>Kerry Finnigan</b> Director	Signed in my presence by the Consentor  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed)
 <b>Paul Gregory Bendall</b> Authorised Signatory	Witness name <b>Lana Guest</b> Occupation <b>Legal Secretary</b> Address <b>Auckland</b>
Signature of Consentor	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Easement Instrument**

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

<b>TOTARA DEVELOPMENTS LIMITED</b>	<b>Mortgagee under Mortgage no. 6513072.6</b>
------------------------------------	---

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~

[section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_]


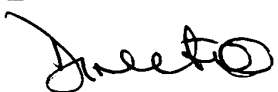
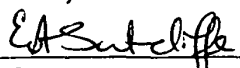
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**registration of the within Easement Instrument**

Dated this 21st day of December 2007

**Attestation**

 	<p>Signed in my presence by the Consentor</p> <p></p>
	<p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <u>Elizabeth Sutcliffe</u></p> <p>Occupation <u>Secretary</u></p> <p>Address <u>Auckland</u></p>
<p>Signature of Consentor</p>	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**Annexure Schedule - Consent Form**

Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Easement Instrument**

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**Gary Thomas HEY, JB CHRISTIE  
CONSULTANTS LIMITED and Glenn Brynn  
CHRISTIE**

**Mortgagee under Mortgage no. 6549695.1**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~

~~section~~ of the

Act

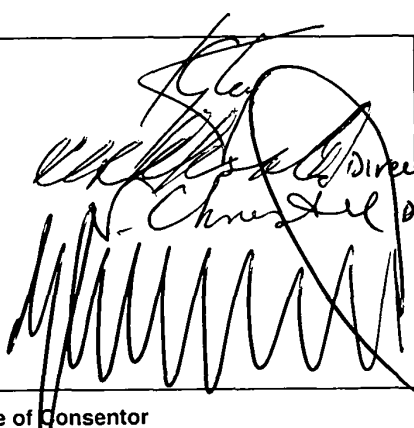
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**registration of the within Easement Instrument**

Dated this 21st day of December 2007

**Attestation**

 <p>Signature of Consentor</p>	<p>Signed in my presence by the Consentor</p>
	<p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <b>GRAEME H. SKEATES</b></p> <p>Occupation <b>Solicitor</b></p> <p>Address <b>AUCKLAND</b></p>

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

Approved by Registrar-General of Land under No. 2002/6055

**Easement instrument to grant easement or *profit à prendre*, or create land covenant**

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

**NORTH AUCKLAND**



**EI 7683780.18 Easement**

Cpy - 01/01, Pgs - 006, 18/01/08, 09:34



DocID: 313047038

Grantor

Surname(s) *mus*

**Totara Heights Society Incorporated**

Grantee

Surname(s) must be underlined or in CAPITALS.

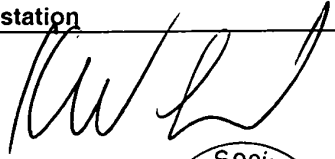

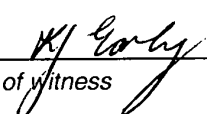
**School Road Custodians Limited**

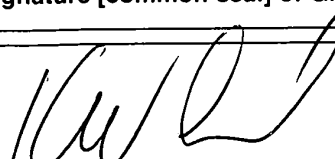
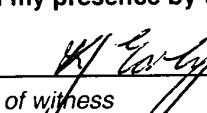
**Grant\* of easement or *profit à prendre* or creation or covenant**

**The Grantor**, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).


Dated this 21st day of December 2007

Attestation

 	<p>Signed in my presence by the Grantor</p>
	<p>Signature of witness </p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <b>Katherine Jan Earby</b></p> <p>Occupation <b>Legal Executive</b></p> <p><b>Auckland</b></p> <p>Address</p>
<p>Signature [common seal] of Grantor</p>	

 <p>Kevin William Andersen Director</p>	<p>Signed in my presence by the Grantee</p>
	<p>Signature of witness </p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name</p> <p>Occupation <b>Katherine Jan Earby</b></p> <p><b>Legal Executive</b></p> <p><b>Auckland</b></p> <p>Address</p>
<p>Signature [common seal] of Grantee</p>	

Certified correct for the purposes of the Land Transfer Act 1952.



[Solicitor for] the Grantee

\*If the consent of any person is required for the grant, the specified consent form must be used.

**Annexure Schedule 1**



Easement instrument

Dated

21.12.2007

Page

1

of

2

pages

**Schedule A**

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Covenant	Lot 31 DP387684	Lot 31 DP387684	Lots 1-30 DP387684

**Easements or profits à prendre rights and powers (including terms, covenants, and conditions)**

Delete phrases in [ ] and insert memorandum number as required.  
Continue in additional Annexure Schedule if required.

~~Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.~~  
~~The implied rights and powers are [varied] [negated] [added to] or [substituted] by:~~  
~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~  
~~[the provisions set out in Annexure Schedule 2].~~

**Covenant provisions**

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:  
~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952].~~  
~~[Annexure Schedule 2].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

**Annexure Schedule**



Insert type of instrument  
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

21.12.2007

Page

2

of

2

Pages

*(Continue in additional Annexure Schedule, if required.)*

**Covenants**

1. The Grantor is the registered proprietor of an estate in fee simple in all the Land described in Schedule A as the servient tenement (**Servient Land**).
2. The Grantee by virtue of being an owner of the Land comprised in Schedule A as the dominant tenement, is a member of the Grantor and consequently has pursuant to the Grantor's Constitution certain rights of access and use pertaining to the Grantor's Servient Land.
3. The Grantor confirms via this instrument, that subject to the Grantee adhering to the terms of the Grantor's Constitution and paying any moneys due from the Grantee to the Grantor from time to time, the Grantee shall continue to have uninterrupted use and access to the Servient Land in the manner prescribed in the Grantor's Constitution.

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 - Consent Form**  
Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Easement Instrument**

Page **1** of **2** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**STRATEGIC NOMINEES LIMITED**

**Mortgagee under Mortgage no. 6513072.5**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

[section \_\_\_\_\_ of the \_\_\_\_\_ Act \_\_\_\_\_]


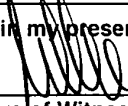

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**registration of the within Easement Instrument .**

Dated this 21st day of December 2007

**Attestation**

 <b>Kerry Finnigan</b> Director	Signed in my presence by the Consentor  _____ Signature of Witness Witness to complete in BLOCK letters (unless legibly printed) Witness name <b>Lana Guest</b> Occupation <b>Legal Secretary</b> Address <b>Auckland</b>
 <b>Paul Gregory Bendall</b> Authorised Signatory	
Signature of Consentor	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**Annexure Schedule - Consent Form**  
Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Easement Instrument**

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**TOTARA DEVELOPMENTS LIMITED**

**Mortgagee under Mortgage no. 6513072.6**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~

~~section~~ of the ~~Land Transfer Act 1952~~ Act

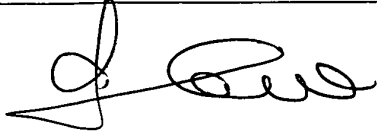
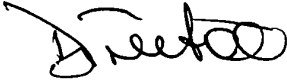
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

**registration of the within Easement Instrument**

Dated this 21st day of December 2007

**Attestation**

 	<p>Signed in my presence by the Consentor</p> <p><u>EA Sutcliffe</u></p>
	<p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name <u>Elizabeth Sutcliffe</u></p> <p>Occupation <u>Secretary</u></p> <p>Address <u>Auckland</u></p>
<p>Signature of Consentor</p>	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

**Annexure Schedule - Consent Form**  
Land Transfer Act 1952 section 238(2)



Insert type of instrument  
"Caveat", "Mortgage" etc

**Easement Instrument**

Page **1** of **1** pages

**Consentor**

Surname must be underlined or in CAPITALS

**Capacity and Interest of Consentor**

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

**Gary Thomas HEY, JB CHRISTIE  
CONSULTANTS LIMITED and Glenn Brynn  
CHRISTIE**

**Mortgagee under Mortgage no. 6549695.1**

**Consent**

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [ ] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to ~~section 238(2) of the Land Transfer Act 1952~~

~~section~~ of the

Act

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the **Consentor hereby consents to:**

**registration of the within Easement Instrument**

Dated this 21st day of December 2007

**Attestation**

*[Handwritten signatures of Gary Thomas Hey and Glenn Brynn Christie]*

Signature of Consentor

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

**GRAEME H. SKEATES  
Solicitor  
AUCKLAND**

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.



Far North  
District Council

CONO 7683780.7 Consent

Copy - 01/01, Page - 024, 18/01/08, 09:04



DocID: 313046994

Private Bag 752, Memorial Ave

Kaikohe 0400, New Zealand

Freephone: 0800 920 029

Phone: (09) 405 2750

Fax: (09) 401 2137

Email: [ask.us@fndc.govt.nz](mailto:ask.us@fndc.govt.nz)

Website: [www.fndc.govt.nz](http://www.fndc.govt.nz)

## THE RESOURCE MANAGEMENT ACT 1991

### SECTION 221 : CONSENT NOTICE

#### REGARDING RC 2070317

the Subdivision of Lot 2 DP 208306 and Lot 1 DP 27712  
North Auckland Registry

PURSUANT to Section 221 and for the purpose of Section 224 (c)(ii) of the Resource Management Act 1991, this Consent Notice is issued by the **FAR NORTH DISTRICT COUNCIL** to the effect that conditions described in the schedule below are to be complied with on a continuing basis by the subdividing owner and the subsequent owners after the deposit of the survey plan, and these are to be registered on the titles of the allotments specified under each condition below.

### SCHEDULE

#### All lots

- Prior to the issue of a Building Consent the lot owner shall submit for Council's approval a report from a suitably qualified person to demonstrate that the proposed building and landscaping is in accordance with the principles identified in the conceptual drawings produced by Avery Team Architecture Ltd and the landscape report by Christine Hawthorn Landscape Architects dated 22 March 2000. Dwellings shall be no more than 8 metres in height and be positioned to generally run with the landform. Applicants for Building Consent will be encouraged to have irregular roof lines and use foundation types such as poles and pile footings which minimise earthworks. Materials shall be natural looking with dark coloured finishes and no reflective glazing or materials shall be used. Dwellings on sites 5 and 6 shall be encouraged to be single level design. The referenced reports shall be attached to the consent notice.

NOTE: Condition 1 does not require dwellings on sites 5 & 6 to be a single level design in each case. The Council wishes to ensure that whatever final design is submitted for approval pursuant to condition 1, the visual effects will be mitigated to an extent consistent with single level

design. A split level or multi-level design may still come within these parameters.

- A report from a Chartered Professional engineer shall be submitted for Council's approval in conjunction with a Building Consent application. The report shall address access to the site from the access road, foundation design, earthworks and any retaining structures required. The recommendations of the report shall be adhered to in the development of the site.
- The continued maintenance of all services including access, stormwater, electricity, telecommunications, access lighting (including payment of electricity), landscape plantings (as required by condition 3(j) of resource consent approval) and the continued implementation of the Bush Protection Management Plan shall be undertaken and be the responsibility of the legal entity formed to satisfy condition 3(k) of this approval.
- All dogs resident on or visiting the property shall be confined within the buildings or restrained or otherwise kept on a leash at all times when outdoors.
- Within the area of Lot 31 subject to a land covenant for bush protection, the landowners shall preserve the native vegetation and shall not without the prior written consent of the Council and then in strict compliance with any conditions imposed by the Council cut-down, damage or destroy any native vegetation within the area. The landowners shall not be deemed to be in breach of this prohibition if any such vegetation shall die from natural causes not attributable to any act or default by or on behalf of the landowner or for which the landowner is responsible. The removal of weed species (as identified in any regional Pest Management Strategy for Northland) and any vegetation deemed to be dead or decaying and constituting a safety risk will be permitted. Where vegetation removal under these circumstances occurs and results in gaps in the vegetation pattern, re-vegetation with native tree species shall be undertaken. Any such clearance of weeds, removal of unsafe trees or re-vegetation shall be in accordance with the Bush Protection Management Plan. The vendor shall provide any purchaser with a copy of the approved Bush Management Protection Plan prior to any sale and purchase agreement being entered into. No structures shall be erected within the bush protection area.

All lots, except 5, 7, 10 & 12

- The consent holder shall provide to Council a detailed site plan of each lot (1-30) showing the location of protected trees to a scale of 1:200 or similar. The protected trees shall be as per the plan titled Location of Specific Numbered Trees for Protection as prepared by Williams & King reference 9203-7a dated 1-06, revised 13/12/06. The trees shall be preserved and not be damaged in any way. If building development is proposed within the dripline of a protected tree a report prepared by a suitably qualified and experienced arborist shall be submitted to Council to demonstrate that the trees will not be damaged by the proposed works.

Following completion of the works a final report from the arborist shall be submitted to Council to demonstrate that the protected trees have not been damaged by the building works.

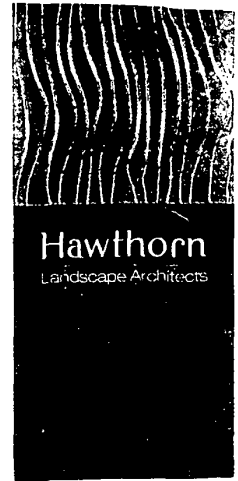
SIGNED:



Mr Pat Killalea

By the FAR NORTH DISTRICT COUNCIL  
Under delegated authority:  
RESOURCE CONSENTS MANAGER

DATED at KAIKOHE this *6<sup>th</sup>* day of *December* 2007



Hawthorn Landscape Architects Ltd  
537 Kerikeri Road, P.O. Box  
Kerikeri, New Zealand  
P/F 09 4076 448 M 021 407649  
[www.hawthornlandscapes.co.nz](http://www.hawthornlandscapes.co.nz)

# TOTARA HEIGHTS SUBDIVISION BUSH PROTECTION MANAGEMENT PLAN

Prepared For: Totara Heights Ltd.

Prepared By: Christine Hawthorn BLA (Hons.)

Date: June 2007

## Table of Contents

Section	Content
1	Purpose of Management Plan
2	Application of Management Plan <ul style="list-style-type: none"><li>- Consent Notice on land titles</li><li>- Residents' Association rules</li></ul>
3	Coverage of Management Plan <ul style="list-style-type: none"><li>- Areas included</li><li>- Development zones excluded</li></ul>
4	Management Plan Requirements <ul style="list-style-type: none"><li>- Protection of indigenous species</li><li>- Removal of weed and exotic species</li><li>- Revegetation</li></ul>
5	Exclusion of Buildings and Structures
6	Monitoring

## **1.0 PURPOSE OF MANAGEMENT PLAN**

- 1.1 The purpose is to provide for the retention, management and preservation of the vegetation contained within the development of the land described within Resource Consent Application No 2000662 [Far North District Council] (and subsequent Consent Application No 2070317) and Application No 00 8945 [Northland Regional Council].

## **2.0 APPLICATION OF THE MANAGEMENT PLAN**

### **2.1 Consent Notice on Land Titles.**

A Consent Notice pursuant to Section 221 of the Resource Management Act shall be registered against the title of all land contained within the Resource Consent Applications to advise the subdividing owner and subsequent owners, that each shall be required to comply with the matters contained within the Bush Protection Management Plan.

### **2.2 Residents' Association Rules.**

The Residents' Association Rules shall include a rule requiring all land contained within the development to comply with the matters contained within the Bush Protection Management Plan.

## **3.0 COVERAGE OF MANAGEMENT PLAN**

### **3.1 Areas Included.**

The areas of the site covered by the Bush Protection Management Plan will include all of the land outside of the development zone. It will also include the portion of land outside the building envelopes, driveways and curtilage areas on each of Lots 1 – 30.

### **3.2 Development Zone Excluded.**

The development zone is excluded from the area covered by the Bush Protection Management Plan. This development zone encompasses the areas defined by the building envelopes, driveways, curtilage areas, the access road and residents' footpath.

## 4.0 MANAGEMENT PLAN REQUIREMENTS

### 4.1 Protection of Indigenous Species.

All indigenous species within the areas covered by the Bush Protection Management Plan shall be protected from partial or complete removal.

The protection of identified significant trees that are located within close proximity of either the access road, footpath or building envelopes shall require special care to avoid disturbance of the trees roots. Development should be outside of the trees "drip zone". The distance of the head of canopy away from the trunk defines this line.

If any of the protected indigenous vegetation is of concern to the individual owners due to excessive shade, rubbing against the dwelling or is old and dangerous consent for removal or maintenance will be required from the Far North District Council. A qualified arborist will subsequently be employed to assess the concerns and determine the solution. This arborist will then carry out the maintenance or tree surgery so that there is no misinterpretation or communication breakdown that could lead to the accidental removal of vegetation.

### 4.2 Removal of Weed and Exotic Species.

There are a number of exotic noxious and troublesome weed species within the area covered by the Bush Protection Management Plan. The following list is a sample of the most dominant species.

*Acacia* species (Wattle)  
*Asparagus scandens* (Climbing asparagus)  
*Bambusa* species (Bamboo)  
*Eriobotrya japonica* (Loquat)  
*Erythrina* species (Flame tree)  
*Hakea* species (Willow leaved Hakea)  
*Hedychium* species (Ginger)  
*Jasminum polyanthum* (Jasmine)  
*Ligustrum* species (Privet)  
*Prunus campanulata* (Taiwan Cherry)  
*Tradescantia fluminensis* (Wandering Jew)  
*Ulex europeaus* (Gorse), and  
*Watsonia bulbifera*

All of these are considered to be pest species and should be eradicated. In addition to these more obvious exotic species, both herbaceous weeds and exotic grasses are also present. This are considered to be less of an issue.

The general methods of weed removal will involve spraying and poisoning cut stumps or standing trees. Burning and digging up of the weeds is not recommended. The timing and individual treatment of each weed species will be specified on the directions of use on the packaging of the appropriate chemicals. It is recommended that a professional weed sprayer be initially engaged for this job. Re-treatment may be necessary to completely eradicate some of the more stubborn species.

#### 4.3 Revegetation.

Areas that are left bare by the removal of indigenous or exotic vegetation shall be revegetated with the following indigenous species.

*Coprosma robusta* (Karamu)  
*Cyathea medullaris* (Mamaku)  
*Knightia excelsa* (Rewarewa)  
*Leptospermum ericoides* (Kanuka)  
*Metrosideros excelsa* (Pohutukawa)  
*Myrsine australis* (Red Matipo)  
*Phyllocladus trichomanoides* (Tanekaha)  
*Podocarpus totara* (Totara), and  
*Pseudopanax* species (Lancewood)

The approximate size of the plants should be around a Pb 5. The smaller size of the plant will ensure quick establishment. At the time of planting each plant should be fertilised with organic and slow release fertiliser. The recommended planting season is between May and August. The plants should be checked in the first few years to ensure they are growing vigorously. If they are not they may require more fertiliser, releasing from weed species or replacing.

## 5.0 **EXCLUSION OF BUILDINGS AND STRUCTURES**

- 5.1 All areas covered by the Bush Protection Management Plan will remain void of any built structures except those associated with the provision of services to the site. This includes the areas adjoining the driveways, curtilage areas and building envelopes on each of Lots 1 – 30. These areas are solely for the retention of privacy for each dwelling. As such they shall remain free of built structures, or planted with exotic species. The natural regeneration process shall be allowed to prevail.

---

## **6.0 MONITORING**

- 6.1 Each unit owner has a responsibility to monitor the implementation of the Bush Protection Management Plan. In addition the Residents' Association shall be responsible for the overall monitoring of the Bush Protection Management Plan and may where considered necessary, and with the approval of the Far North District and Northland Regional Councils, amend the contents of the Plan. In addition to the monitoring undertaken by the Body Corporate, it is acknowledged that the Far North District and the Northland Regional Councils may undertake a monitoring role.

**RESOURCE CONSENT APPLICATION**

**RC 2000662**

**FAR NORTH DISTRICT COUNCIL**

**TOTARA HEIGHTS LIMITED**

**Architectural Development Concept**

Comprising:

1. Architectural Development Concept
2. Drawing BL00      Site Plan
3. Drawing BL01      Indicative Design, Type A
4. Drawing BL02      Indicative Design, Type C
5. Drawing BL03      Indicative Design, Type D
6. Drawing BL04      Indicative Design, Type B
7. Drawing PO1      Street View

**Prepared by:**

**Avery Team Architecture Limited  
March 2000**



TEAM ARCHITECTURE

21 March 2000

**TOTARA HEIGHTS: Proposed Subdivision**  
**Architectural Development Concept**

Avery Team Architecture Ltd  
Studio 2-10 Axis Building, 91 St Georges Bay Rd  
Parnell, Box 37701, Auckland, New Zealand

Telephone 09 307 0733, Fax 09 307 0744  
Internet/Email: studio@averyarchitects.co.nz  
Ref: 2713/ADC 2103/KA

We have been appointed the architectural advisors to this project. Our brief has been to generate a range of possible house designs that suit the particular site topography and outlook of this proposed scheme. They demonstrate the basic types of homes that can be accommodated within the platforms indicated in the Thompson and King Subdivision, but like any design product many varieties of design will be possible.

The subdivision concept has evolved with our input on appropriate house forms together with practical building considerations, interunit privacy and above all maintaining the maximum amount of the existing major trees and bush to accentuate the natural environment.

The designs should not limit the input of other designers / home owners, rather they demonstrate how the natural topography and level changes can lead to interesting solutions that blend in. Specific responses are as follows:

**A Multi-Level Housing**

Most of the available sites are limited by the position of major trees. Almost without exception this precluded any single level house design subdivision solutions.

**B Building Platforms**

A range of sizes emerged which fitted within the trees and afforded appropriate road access combined with suitable orientation for sun and outlook.

Type A	19 metres x 8 metres	Parallel to contour
Type B	12 metres x 12 metres	Diagonal to contour
Type C	15 metres x 9 metres	Long dimension across contour
Type D	16 metres x 8 metres	Smaller version of A

**C Designs Within Platforms**

These possible designs seldom fully occupy the "platform" plan perimeter or the maximum volume. A further implication of the platforms is that garaging will generally be incorporated into the house form thus further uncluttering the visual landscape.

**D Height**

The indicative house designs have been prepared assuming a maximum permitted height of 8 metres. As the houses are in all cases surrounded by large tall trees up to 20 metres high, we consider this height is adequate though with another metre or so i.e. 9 metres more variety in roof pitch would be possible.

Yours faithfully  
**EVERY TEAM ARCHITECTURE LIMITED**

**Kerry A Avery BArch FNZIA Assoc. AIA**

PF: 06-111

102



- SITE PLATFORMS
- TYPE A 19x8 (PARALLEL TO CONTOUR)
  - TYPE B 12x12 (DIAGONAL TO CONTOUR)
  - TYPE C 15x9 (LONG ACROSS CONTOUR)
  - TYPE D 16x8 (SMALLER VERSION OF A)

BL00	
Doc No.	2713
Date	12/3/00
Checked by: [Signature]	
Drawn by: [Signature]	

BULK AND LOCATION  
SCHOOL ROAD, FAHIA

PROPOSED DWELLING LAYOUT FOR SCHOOL ROAD DEVELOPMENT  
SITE PLAN

SCALE 1:500 @ A2, 1:1000 @ A4

A member of  
Team Architecture

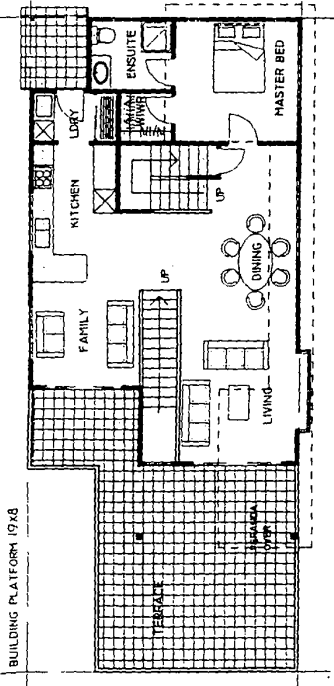
DP 53143

DP 172675

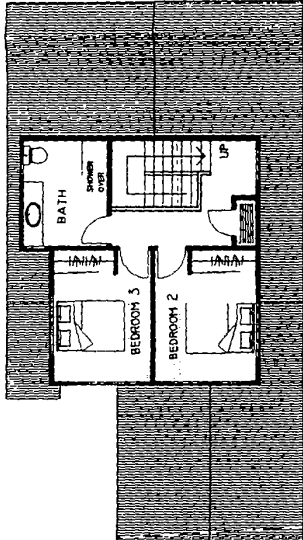
103



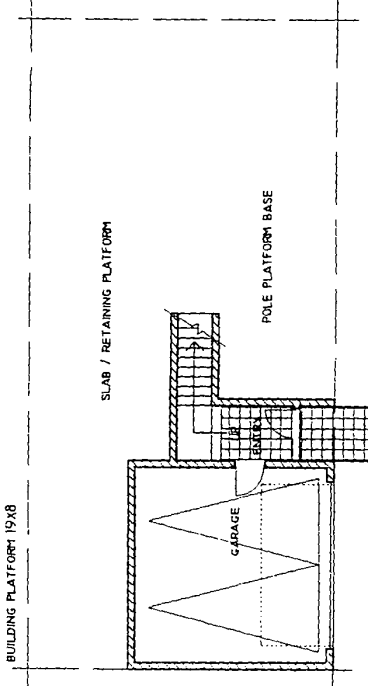
Team Architecture  
PO Box 27751 Perth Australia WA 6101 0913



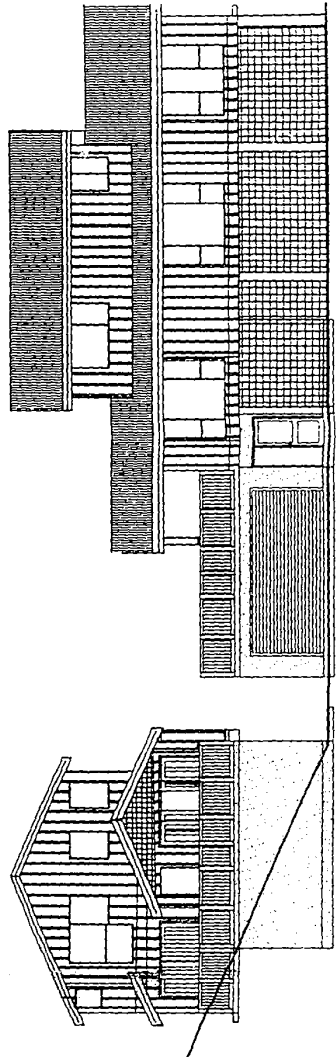
GROUND / LIVING PLAN



FIRST / BEDROOM PLAN

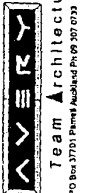


BASEMENT / ENTRY PLAN



FRONT ELEVATION

GARAGE END ELEVATION



POSSIBLE DESIGN FOR TYPE A SITE BUILDING PLATFORM 19x8

FLOOR PLANS

BULK AND LOCATION

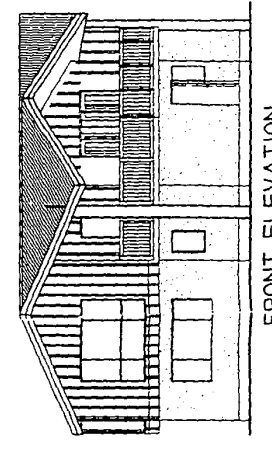
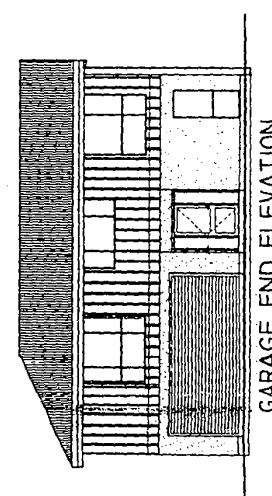
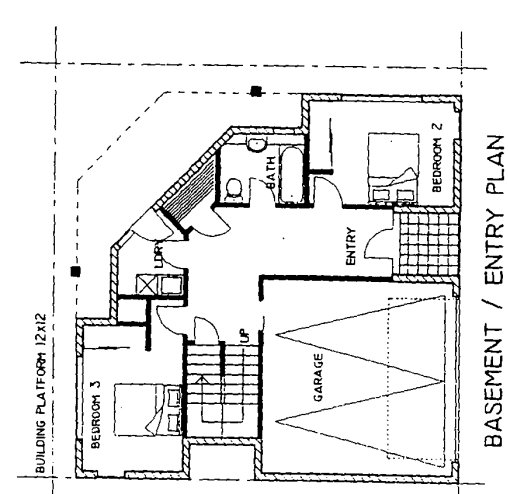
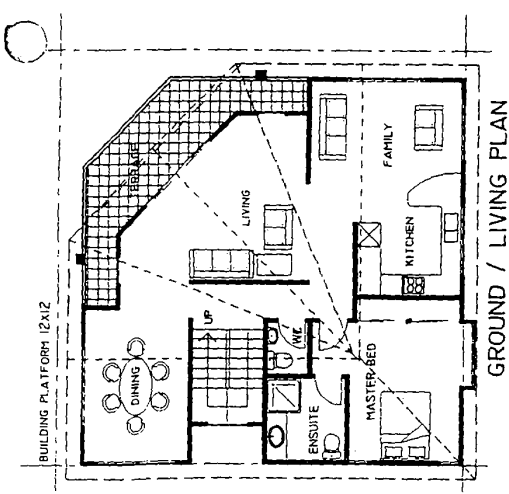
SCHOOL ROAD, PAIRIA

BLOI
Job No 2713
Date 19/3/00
Contract awarded to Avery Architecture

SCALE 1:100 @ A2, 1:200 @ A4

A member of Team Architecture

104



POSSIBLE DESIGN FOR TYPE B SITE BUILDING PLATFORM 12x12 FLOOR PLANS

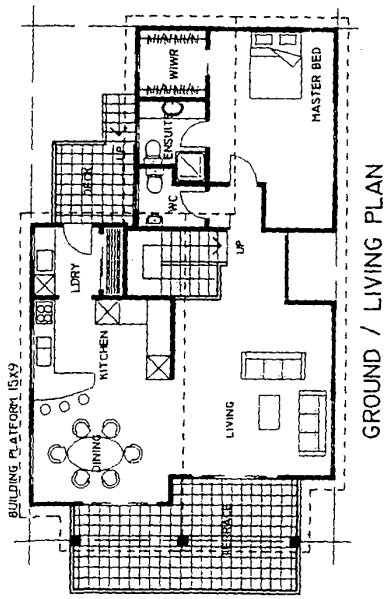
Scale 1:100 @ A2, 1:200 @ A1

A member of Team Architecture

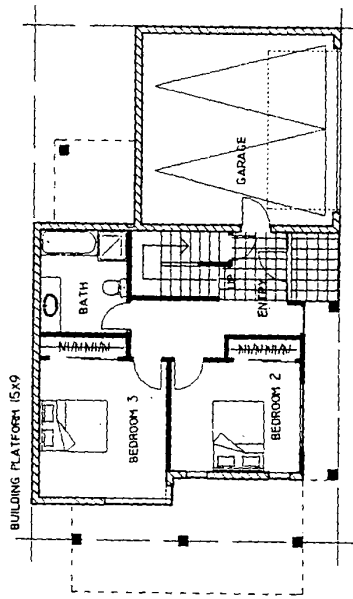
BULK AND LOCATION  
SCHOOL ROAD, FAHIA

BL04	
Job No.	2713
Date	12/3/00
Copyright reserved by Team Architecture	

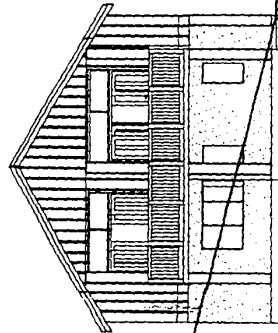
105



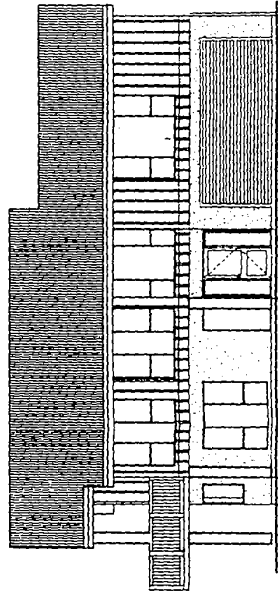
GROUND / LIVING PLAN



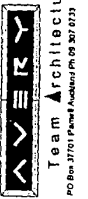
BASEMENT / ENTRY PLAN



GARAGE END ELEVATION



FRONT ELEVATION



POSSIBLE DESIGN FOR TYPE C SITE BUILDING PLATFORM 15X9 FLOOR PLANS

SCALE 1/100 @ A2, 1/200 @ A4

A member of

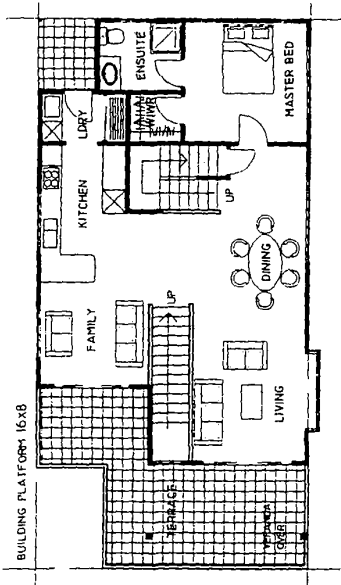
Team Architecture

BULK AND LOCATION

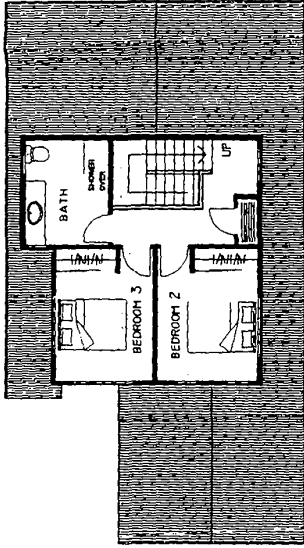
SCHOOL ROAD, FAHRA

BL02  
 2713  
 13-3/100  
 10/14

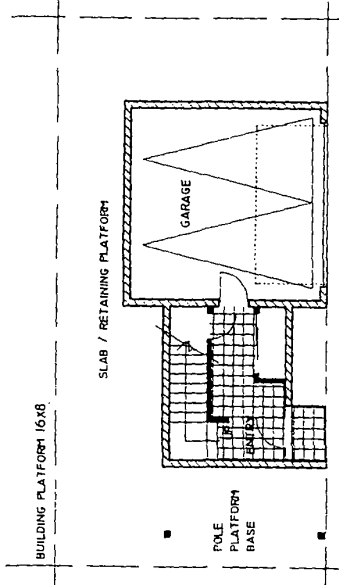
106



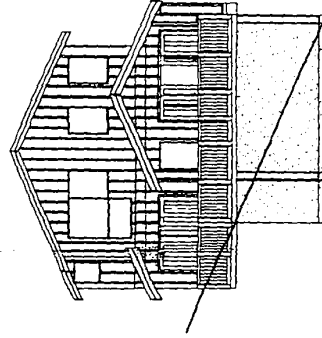
GROUND / LIVING PLAN



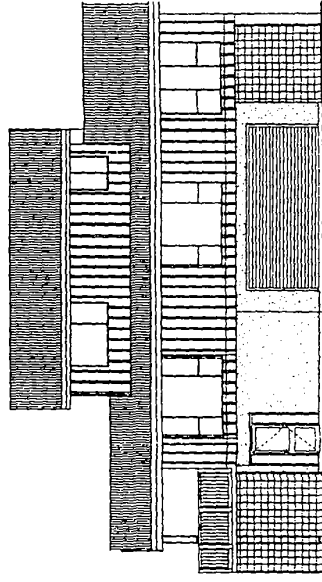
FIRST / BEDROOM PLAN



BASEMENT / ENTRY PLAN



GARAGE END ELEVATION



FRONT ELEVATION



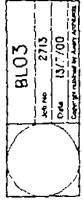
POSSIBLE DESIGN FOR TYPE D SITE BUILDING PLATFORM 16x8 FLOOR PLANS

SCALE 1:100 @ A2, 1:200 @ A4

A member of Team Architecture

BULK AND LOCATION

SCHOOL ROAD, PAIRIA



107

**Appendix 6 – Totara Heights**  
**Overall Development Plan**

MITIGATION MEASURES AND RECOMMENDATIONS

**Access** - The new road will: -

- follow the existing road to the plateau, this will minimise the amount of vegetation clearance and earthworks needed on the western flanks,
- follow the ridgeline so that the road is on the flatter contours thus reducing the need for earthworks,
- be as narrow as the Council requirements will allow, to keep vegetation clearance and earthworks to a minimum,
- make use of retaining walls as opposed to large batters, this will retain vegetation as close as possible to the new road.
- avoid damage to the root system of the lone kauri tree, by constructing the road away from the root system. Special engineering details shall be prepared to ensure that the future growth of the tree is not impaired,
- allow individual driveways off the access road, these will be positioned around trees or be aligned between them. Timber platforms for driveways and parking shall be used close to trees and on the steeper sites.

**Native Vegetation Clearance** - The on site vegetation to be removed will be kept to a bare minimum and shall: -

- only be within the designated building envelopes and the road construction zone,
- at the time of pegging out the building envelopes and road, be confirmed on site with a landscape architect to ensure that no significant trees are accidentally removed,
- be removed carefully and individually by hand to avoid damage to the surrounding vegetation that is to be retained.

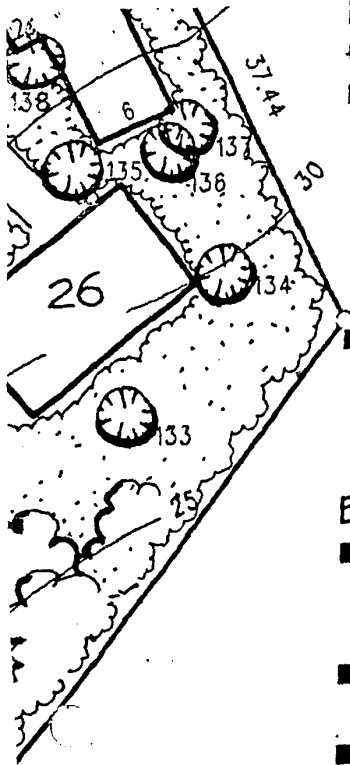
**Vegetation Protection** - On site vegetation protection shall be achieved by: -

- keeping all earthworks to within a tight construction zone for the road and within the building envelopes,
- the future owners erecting protective netting or plastic tape around the perimeter of the building envelopes during construction to stop contractors using the area outside the envelope as a work and storage zone,
- employing an arborist to trim any part of a tree that overhangs their building envelope, providing that it is shown to cause undue shading or to be a safety hazard,
- covenanting the areas outside of the road, driveway, and building envelopes,
- a landscape architect locating the recorded significant trees at the time the road and building platforms are pegged out. This will ensure that there are no misunderstandings as to the intended purposes

108

screening purposes

has  
two  
rms  
ster.  
l be  
rks.  
ding  
and  
  
a  
ca  
st  
il  
e  
a  
1  
F  
  
he  
to  
ill  
ig  
st  
ie  
e  
e



**Revegetation and Restoration** - To remedy the adverse effects caused by the development: -

- each building site shall have its "green area" designed by a landscape architect at the planning stage prior to construction. The planting shall be predominantly locally occurring native species. Other species used shall be non invasive, non noxious and complement the bush setting. The planting shall achieve privacy between neighbours and soften the built structures,
- all of the existing noxious and non-native species shall be eliminated from the property. Subsequent owners shall also implement follow up removal of any re-growth.

**Building Envelopes** - Each site shall be: -

- pegged out prior to on site construction, and where significant trees are located around the site these shall be avoided, and the building design worked around them,
- located close to the access road to minimise vegetation clearance and earthworks that are associated with long driveways.
- positioned so that a building can be placed within it to follow the contours,
- located on stable ground,
- positioned in the most suitable position that allows the property to absorb the dwellings into the landscape.

**Architectural Considerations** - Each dwelling when designed shall be: -

- restricted to a height of no greater than eight meters,
- kept within the individual building envelopes,
- coloured in dark earthy tones, that are recessive and harmonise with the surrounding vegetation. Roof colours shall mimic the vegetation tones as closely as possible, and be limited to the darker hues of grey, green brown and blue,
- constructed out of materials that compliment the bush setting, are natural looking and non-reflective, windows are not to be mirror glass,
- preferably of pole type timber construction, particularly on the steep sites to reduce the amount of earthworks required. Pile footings are favoured above slab foundations to minimise root damage,
- positioned to run with the landform, so that the structures blend into the landscape,
- designed so that the rooflines are irregular and stepped with the plan of the dwelling being broken up or indented. This will allow for trees close to the dwellings, create shadows and reduce the appearance of its scale,
- designed around trees where possible and incorporate trees into the design i.e. through decks rather than cutting them down



Date: March 2000      Scale: 1:500

# Overall Development Plan

## DESIGN PHILOSOPHY

The desired goal is to provide accommodation for the future growth of the Paihia Township whilst creating a visually sensitive and environmentally sound development.

The proposed structures will be integrated into the landscape without detriment to the visual and landscape quality values of the site, or reducing the local residents, and visitor's appreciation levels of the natural character of the Paihia Township.

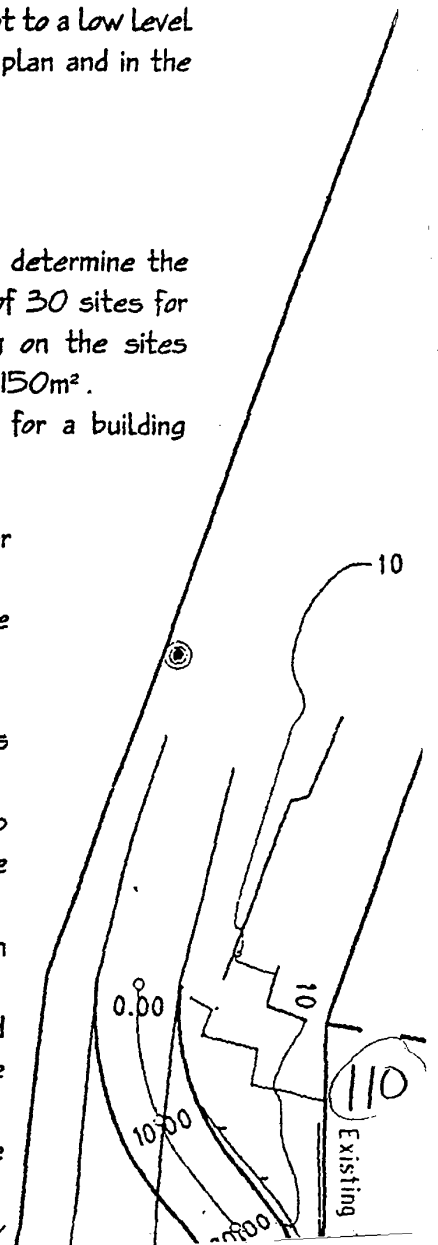
This will be achieved by utilising the site's excellent visual absorption capabilities. The potential negative effects that this development may generate will be kept to a low level by the implementation of the mitigation measures recommended on this plan and in the accompanying professional consultants reports.

## LOCATION OF BUILDING ENVELOPES

The existing environment of the property was surveyed and analysed to determine the most suitable areas that would accommodate built structures. A total of 30 sites for building upon were identified. These envelopes vary in size depending on the site's contours, and space available between significant trees, but generally are 150m<sup>2</sup>.

A number of critical factors were considered when selecting a site for a building envelope. These included being:-

- Close to the sealed road network, therefore avoiding the need for long driveways and further bush clearance.
- Aligned with the landform so that the structures sit into the landscape rather than on it.
- Located on stable ground not prone to slumping.
- Positioned so that the site has the ability to absorb the structures into the surrounding landscape.
- Positioned amongst trees that will provide a vegetative backdrop and soften the built form, and help to screen it from the off-site viewing audience.
- Placed within areas where the vegetation is sparse or poor in quality.
- Positioned between the existing vegetation that has been identified as being of importance to the vegetative screen framework of the site.
- Arranged to maximise the open grassed plateau area, with its gentle contours and.
- Positioned at least 3 meters away from the external boundary lines.



## ACCESS

The current access is off School Road, it is partially metalled and allows one lane access. It is proposed to utilise and upgrade the existing access to allow two-lane traffic to the plateau area (350 meter mark). This will keep the amount of earthworks and vegetation clearance to a minimum. Once on the plateau area the road will divide into two to provide access to the building envelopes that run along the flatter contours of the ridgeline to the south and spur to the east. To keep the disturbance to the surrounding environment to a low level, retaining walls will be used to form the road. Driveways to each building envelope have been indicated. At the time of pegging out the road and envelopes the individual driveways can be positioned accurately around the significant trees.

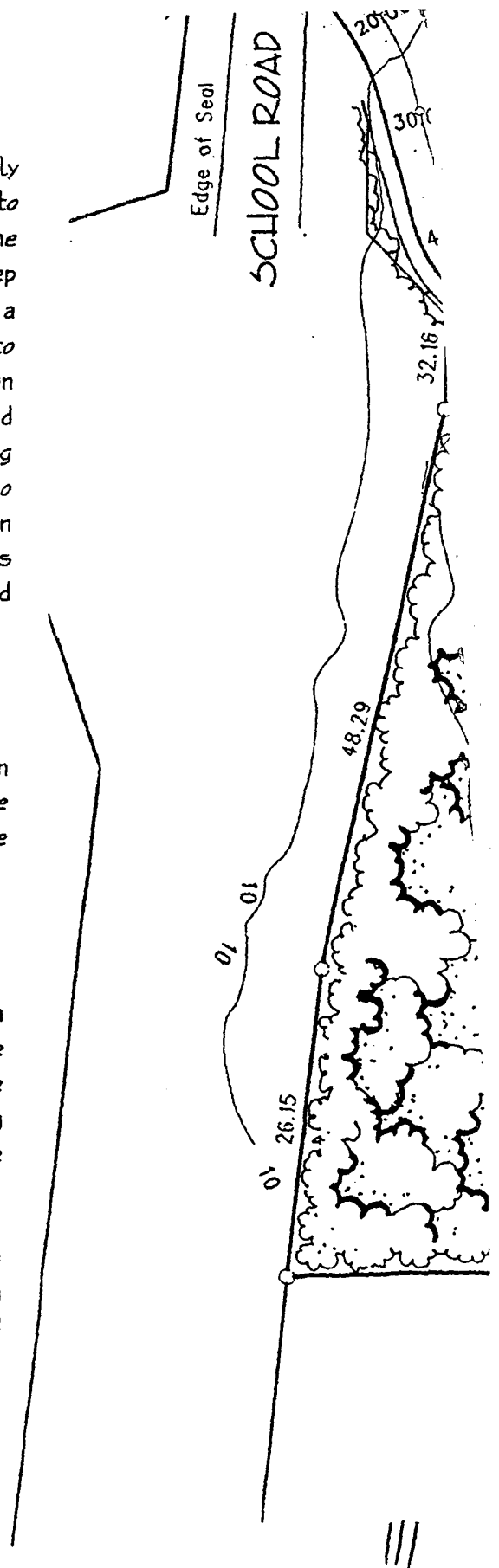
## SERVICES

Power, phone, sewer, and stormwater connections all run past the entrance to the property on School Road. The design of the new road will allow for the services to be buried along side the road.

## VEGETATION REMOVAL AND PROTECTION

The objective of the proposal is to develop this property with the least amount of vegetation removal. Realistically some vegetation will need to be carefully removed to allow the development to occur. This will be for the roads and building envelopes, there will be no areas cleared simply to create open space.

Significant trees have been recorded around each building envelope so they can be retained to provide screening and softening of the built structures. The remaining vegetation outside of the construction zones will also be retained and covenanted to protect it.

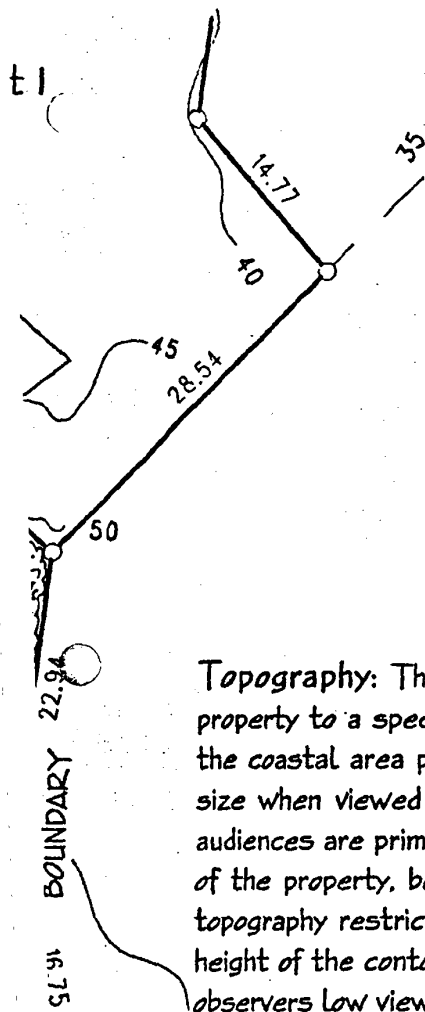


# “Totara Heights”



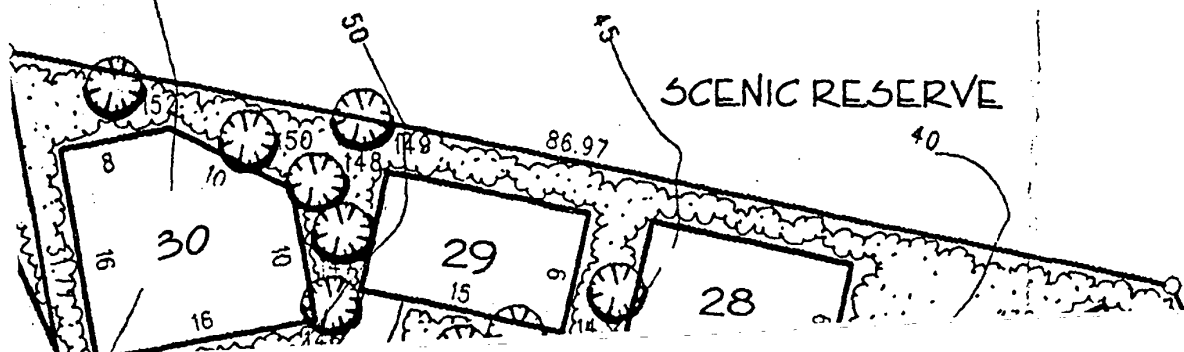
unit to  
such as  
ne the

**Land Use:** The property is currently vacant and vegetated with maturing forest that has suffered the effects of degradation. It is positioned centrally between the two concentrations of the Paihia Township. The adjoining land use and associated built forms will link the property and its future structures into the surrounding landscape character. The development is in context with the surrounding land use. The new access road will be aligned to follow the existing road, thus minimising vegetation clearance and earthworks. The open plateau area that is void of vegetation will also be utilised for building envelopes to once again limit the disturbance to the environment both physically and visually.



**Vegetation Cover:** The property is extensively covered with a mixed forest predominantly containing Totara, Tanekaha, Kanuka and Rewarewa, which reach heights of 8 to 14 meters. The forest is not in pristine condition ecologically, yet visually it provides vital screening of the proposed structures. Height restrictions on the structures of eight meters will ensure that there will always be a vegetated backdrop for the structures so they will never be seen on the skyline. The diversity of the species and variety of vegetation pattern found on the site will also aid in minimising the visibility of the gaps left by specific tree removal. The existing vegetation on the property is a very significant factor in the ability of the property to accommodate this development without generating negative visual effects.

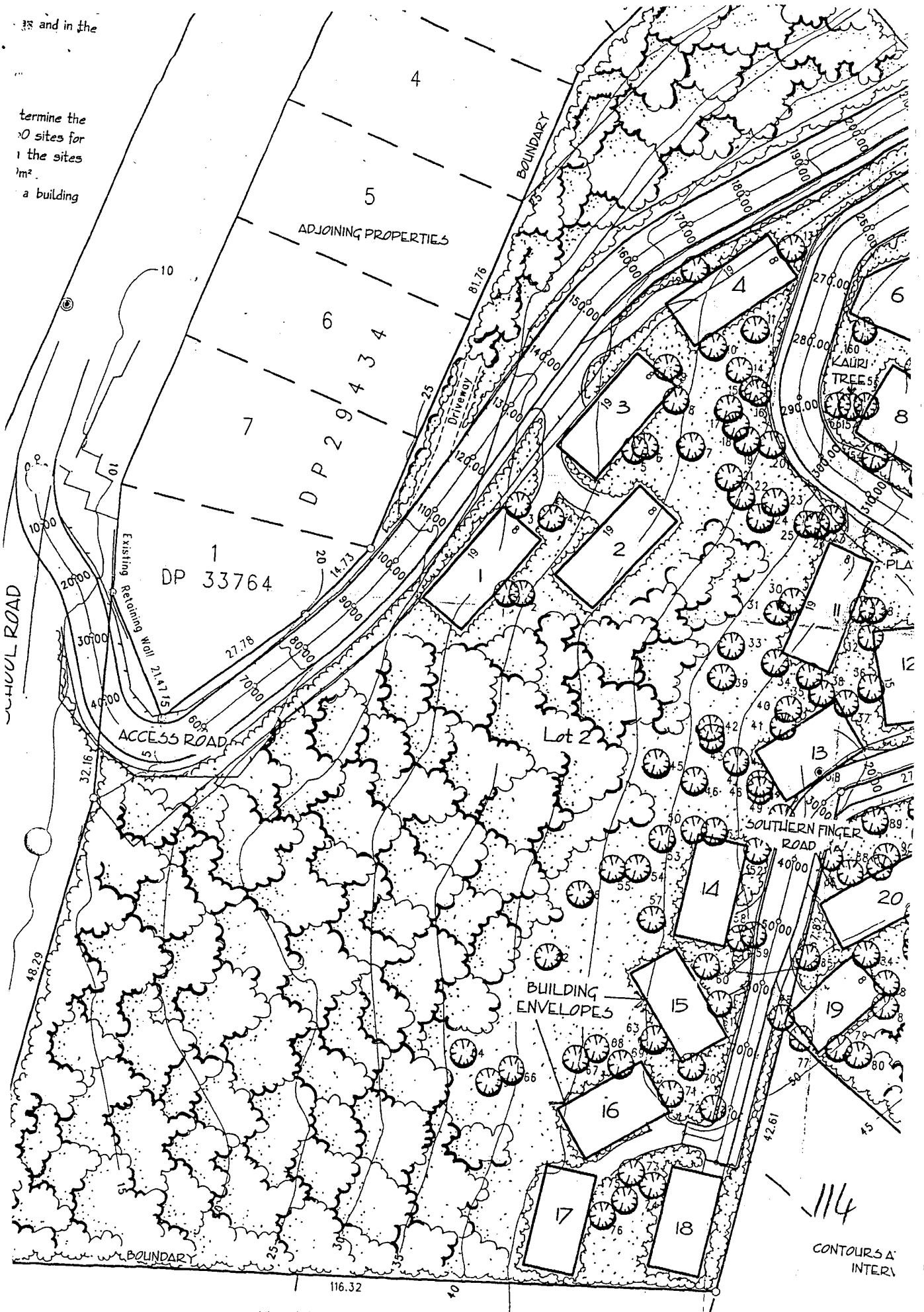
**Topography:** The orientation and terrain of the property limits the visibility of the property to a specific catchment and audience. The proportion of the property visible to the coastal area poses an insignificant threat to that viewing audience due to its small size when viewed in context with the wider landscape scene. The land based viewing audiences are primarily divided into two groups, those to the west, and those to the east of the property, both being within the built up/urban area of Paihia. In addition to the topography restricting the visual catchment to within a highly modified environment, the height of the contours also result in the vegetation being perceived as taller due to the observers low viewing angle and the elevated position of the property.



113

35 and in the

termine the  
10 sites for  
1 the sites  
1m<sup>2</sup>.  
a building



114

CONTOURS & INTER

...which reach heights of 8 to 14 meters. The forest is not in pristine condition ecologically, yet visually it provides vital screening of the proposed structures. Height restrictions on the structures of eight meters will ensure that there will always be a vegetated backdrop for the structures so they will never be seen on the skyline. The diversity of the species and variety of vegetation pattern found on the site will also aid in minimising the visibility of the gaps left by specific tree removal. The existing vegetation on the property is a very significant factor in the ability of the property to accommodate this development without generating negative visual effects.

**Topography:** The orientation and terrain of the property limits the visibility of the property to a specific catchment and audience. The proportion of the property visible to the coastal area poses an insignificant threat to that viewing audience due to its small size when viewed in context with the wider landscape scene. The land based viewing audiences are primarily divided into two groups, those to the west, and those to the east of the property, both being within the built up/urban area of Paihia. In addition to the topography restricting the visual catchment to within a highly modified environment, the height of the contours also result in the vegetation being perceived as taller due to the observers low viewing angle and the elevated position of the property.

