



Office Use Only

Application Number:

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

2. Type of Consent being applied for (more than one circle can be ticked):

- Land Use, Fast Track Land Use, Subdivision, Discharge, Extension of time, Change of conditions, Change of Consent Notice, Consent under National Environmental Standard, Other

*The fast track for simple land use consents is restricted to consents with a controlled activity status and requires you provide an electronic address for service.

3. Would you like to opt out of the Fast Track Process? Yes / No

4. Applicant Details:

Name/s: [Redacted]

Electronic Address for Service (E-mail): [Redacted]

Phone Numbers: Work: Home:

Postal Address: (or alternative method of service under section 352 of the Act)

Post Code: [Redacted]

5. Address for Correspondence: Name and address for service and correspondence (if using an Agent write their details here).

Name/s: Northland Planning and Development

Electronic Address for Service (E-mail): info@northplanner.co.nz

Phone Numbers: Work: 09 408 1866 Home:

Postal Address: (or alternative method of service under section 352 of the Act) PO Box 526, Kaitaia

Post Code: 0441

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

6. **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: MBR Developments Ltd

Property Address/
Location: 449E Matai Bay Road, Karikari Peninsular

7. **Application Site Details:**

Location and/or Property Street Address of the proposed activity:

Site Address/
Location: 449E Matai Bay Road, Karikari Peninsular.

Legal Description: Lot 4 P 401659 Val Number: _____

Certificate of Title: CT - 405154

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.**

Please contact the applicant prior to arranging the site visit.

8. **Description of the Proposal:**

Please enter a brief description of the proposal here. Attach a detailed description of the proposed activity and drawings (to a recognized scale, e.g. 1:100) to illustrate your proposal. Please refer to Chapter 4 of the District Plan, and Guidance Notes, for further details of information requirements.

To construct a storage shed which beaches the permitted standard for Visual Amenity and Buildings within an Outstanding Landscape in the General Coastal Zone.

If this is an application for an Extension of Time (s.125); Change of Consent Conditions (s.127) or 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) or extension being sought, with reasons for requesting them.

9. **Would you like to request Public Notification**

Yes/No

10. Other Consent required/being applied for under different legislation (more than one circle can be ticked):

- Building Consent (BC ref # if known) Regional Council Consent (ref # if known)
- National Environmental Standard consent Other (please specify)

11. 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 (further information in regard to this NES is available on the Council's planning web pages):

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? (If the activity is any of the activities listed below, then you need to tick the 'yes' circle). yes no don't know

- Subdividing land Changing the use of a piece of land
- Disturbing, removing or sampling soil Removing or replacing a fuel storage system

12. Assessment of Environmental Effects:

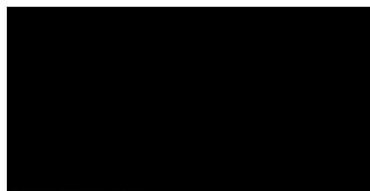
Every application for resource consent must be accompanied by an Assessment of Environmental Effects (AEE). This is a requirement of Schedule 4 of the Resource Management Act 1991 and an application can be rejected if an adequate AEE is not provided. The information in an AEE must be specified in sufficient 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.

Please attach your AEE to this application.

13. 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 all names in full)



Email:

Postal Address:

Auckland

Post Code: 1740

Phone Numbers: Work: _____ Home: _____ Fax: _____

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.

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 print)

Signature: _____ (signature of bill payer – mandatory) Date: _____

14. 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

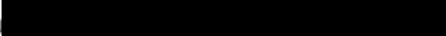
Under the fast-track resource consent process, notice of the decision must be given within 10 working days after the date the application was first lodged with the authority, unless the applicant opts out of that process at the time of lodgement. A fast-track application may cease to be a fast-track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

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

Name:  (please print)

Signature:  (signature)

Date: 4-10-2023

(A signature is not required if the application is made by electronic means)

Checklist (please tick if information is provided)

- Payment (cheques payable to Far North District Council)
- A current Certificate of Title (Search Copy not more than 6 months old)
- Copies of any listed encumbrances, easements and/or consent notices relevant to the application
- Applicant / Agent / Property Owner / Bill Payer details provided
- Location of property and description of proposal
- Assessment of Environmental Effects
- Written Approvals / correspondence from consulted parties
- Reports from technical experts (if required)
- Copies of other relevant consents associated with this application
- Location and Site plans (land use) AND/OR
- Location and Scheme Plan (subdivision)
- Elevations / Floor plans
- Topographical / contour plans

Please refer to Chapter 4 of the District Plan for details of the information that must be provided with an application. Please also refer to the RC Checklist available on the Council's website. This contains more helpful hints as to what information needs to be shown on plans.

Only one copy of an application is required, but please note for copying and scanning purposes, documentation should be:

UNBOUND

SINGLE SIDED

NO LARGER THAN A3 in SIZE

Landuse Resource Consent Proposal

Rod Sullivan

449A Matai Bay Road, Karikari Peninsula

4 December 2023

Please find attached:

- an application form for a Landuse Resource Consent to construct a Totalspan shed within the **General Coastal Zone (Operative District Plan)** and the **Rural Production Zone (Proposed District Plan)** as a **Restricted Discretionary Activity** under the Operative District Plan.
- an Assessment of Environmental Effects indicating the potential and actual effects of the proposals on the environment.

The proposed landuse application has been assessed as a **Restricted Discretionary Activity** under the Far North Operative District Plan.

If you require further information, please do not hesitate to contact us.

Regards,

Shanay Howard



Resource Planner

Reviewed by:



Sheryl Hansford

Director/Senior Planner

NORTHLAND PLANNING & DEVELOPMENT 2020 LIMITED



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Attachments

- 1. FNDC Application Signed**
- 2. Certificate of Title**
- 3. Consent Notice 8010494.1 – LINZ**
- 4. Variation to Management Plan – LINZ**
- 5. Management Plan**
- 6. Site Plan**
- 7. Elevation Plan – Total Span.**



Assessment of Environment Effects Report

1.0 Description of the Proposed Activity

- 1.1 The proposal seeks to construct a Totalspan shed within the site which is located within the General Coastal zone and with an area identified as Outstanding Landscape within the Operative District Plan. The site contains an approved building envelope that was established at subdivision stage in 2007 (RC 2070190), by way of Management Plan.
- 1.2 The subject site is zoned General Coastal under the Operative District Plan and breaches the following District Plan rules:
- Visual Amenity
 - Building in Outstanding Landscapes

2.0 Site Description

- 2.1 The property is located at 449A Matai Bay Road, Karikari Peninsula and is zoned General Coastal under the Operative District Plan. The site is legally described as Lot 4 DP 401659 with a site area of 4852m², the site also has a share of the commonly owned lot [Lot 8] of 24 hectares. The site was created as part of an eight-lot subdivision under approved subdivision consent RC2070190, which will be discussed further in Section 3 of this report.
- 2.2 The site is accessible from Matai Bay Road via a locked gate. The property contains existing internal access roads to each allotment within the development with well-established landscaped and vegetated areas. This work was completed as part of the subdivision approval under RC 2070190. There is currently one established dwelling within this development (which is located on the subject site) with all other lots being vacant.
- 2.3 The topography of the land is generally flat with views out to Kairkari Peninsula and Puheke. The area set aside for proposed development is lawn.
- 2.4 The site is not subject to any hazards however is located within the Coastal Environment and is identified in the District Plan as being Outstanding Landscape.





Figure 1 – Aerial image of the subject site prior to development.



Figure 2: Screenshot from Prover of the subject site and the other 7 allotments created under RC 2070190.



Figure 3: Driveway on Lot 8.



Figure 4: Driveway on Lot 8.

Title

- 2.5 The subject site is held in Record of Title 405154, and legally described as Lot 4 DP 401659 (4852m²) with 1/7th share in Lot 8 DP 401659 (24.3 hectares).
- 2.6 The site was created as part of an eight-lot subdivision that was granted 21/11/2007. RC2070190 – RMAVAR created the eight-lot subdivision. The variation was to amend the number of lots originally approved in RC2050307-RMASUB, which was 11 lots, down to 8 allotments. The approved decision RC2070190 contained several conditions, including the creation of a Management Plan
- 2.7 The title is subject to a consent notice which is attached and contains conditions in relation to the following summations:
- All buildings on Lots 1-7 shall comply with the 'Report on Suitability of Site for Subdivision – Matai Bay Road, Cape Karikari' prepared by Haigh Workman dated August 2006;
 - Stormwater and effluent disposal systems designed, constructed and maintained in accordance with 'Report of Suitability of Site for Subdivision – Matai Bay Road, Cape Karikari' prepared by Haigh Workman dated 17 August 2006.
 - No buildings erected without prior approval of Council.
 - Management of Lot 8 to be undertaken so there are no changes as a result of such activities.
 - All buildings shall be finished in natural materials and/or colours with a reflectivity of less than 35%.
 - If discovery of archaeological find is made, work is to cease immediately.
 - No occupier (including visitors and contractors) to keep or introduce carnivorous or omnivorous exotic animals which have the potential to be native bird predators.
 - Existing structural planting to be managed in accordance with the 'The Karikari 2C Block Development Project New Landscape Plan'.
 - Compliance with requirements of the approved Management Plan.

The relevant sections of the Management Plan referred to above is shown below. All other consent notice conditions have/will be addressed by the Architect and Builder, once Building Consent is lodged for the proposed dwelling.

Management Plan

- 2.8 Management Plan (Land Covenant) was approved under approved subdivision RC2070190. A copy of this Management Plan is attached to this report.
- 2.9 An Easement Variation instrument to vary the Land Covenant was granted on 10 August 2017 under document 8010494.6. This variation was to revoke subclauses 3.6.1 & 3.6.2 of the land covenant in Easement Instrument 8010494.6 and replace, as per the attached variation document. These subclauses included:
- 3.6.1. Height Restriction (Lot 4: 20.50 metres above MSL)



- 3.6.2. Maximum height of buildings (Lot 4: approx. 5m above building platform)

2.10 An assessment of the relevant sections of the Karikari 2B Management Plan to ensure compliance, in accordance with Condition 9 of Consent Notice 8010494.1 which is registered on the Certificate of Title. Sections of the Karikari 2B Management Plan which have not been referred to in this section have been considered to not be relevant to the proposal.

KARIKARI 2B MANAGEMENT PLAN		
Management Plan Reference	Rule	Performance of Proposal
2.1	PRIVATE RESIDENTIAL USE	Complies. The proposed Total Span shed complements the existing residential activity on site.
2.2	COMPLIANCE WITH MANAGEMENT PLAN	Complies. This section will show compliance with the relevant sections of the Management Plan.
2.14	DRAINAGE	Complies. The proposal does not propose to interfere with the established drainage patterns.
2.23.3	WATER SUPPLY SYSTEMS	Complies. No water tanks are proposed as part of this application.
2.23.8	RELOCATED BUILDINGS	Complies. The proposed Total Span shed is not relocatable.
2.28	STRUCTURAL PLANTING	Complies. No vegetation clearance is proposed as part of this application.
2.29	NO PLANTING	Complies. No planting is proposed outside of the building envelope.
2.30	OTHER GROWTH	Complies. No planting is proposed as part of this application.
3.3	SITE DEVELOPMENT	Complies. With the established planting, which was approved in conjunction with the main dwelling, the proposed Total Span shed will retain the integrity and beauty of the natural landscape.
3.4	BUILDING LOCATION	Complies. The proposed shed is with the approved building envelope.
3.5	BUILDING DEVELOPMENT & DESIGN	Complies. Approval from the design team has been obtained.
3.6.	GENERAL DESIGN CRITERIA 3.6.1 One Storey only 3.6.2 Height Restriction 3.6.3 Aerials 3.6.4 Unobtrusive Design	Complies. Complies with 20.50. Complies. Complies.
3.7	LANDSCAPE ARCHITECTURAL GUIDELINES	Complies. The established planting, which was approved in conjunction with the main dwelling, provided screening and mitigation around the dwelling and residential building platform.



4.1.1 & 4.1.2	DESIGNED BY REGISTERED ARCHITECT AND APPROVED	Complies. The proposed Total Span shed has been designed by in house Registered Architects on behalf of Total Span.
4.2	LANDSCAPE PLAN	Complies. The proposal only relates to the construction of a Total Span shed. A Landscape plan was approved with the establishment of the main dwelling existing on site where all vegetation has been retained.

2.11 As outlined in the table above, the proposal can comply with the relevant sections of the Karikari 2B Management Plan.

Site Features

- 2.12 The site is located within the General Coastal zone with a portion of the development adjacent to the coast being within an area identified as being Outstanding Landscape.
- 2.13 The proposed District Plan maps the site as Rural Production and located within the Coastal Environment within an area identified as Outstanding Natural Character. The area of High Natural Character does not affect the subject site, only the north-western portion of Lot 8.
- 2.14 The Regional Policy Statement has mapped the western portion of the site as being within the Coastal Environment (blue line). In addition to this, this portion of the site is also subject to Outstanding Natural Landscape (striped parcel) with High Natural Character (orange parcel).

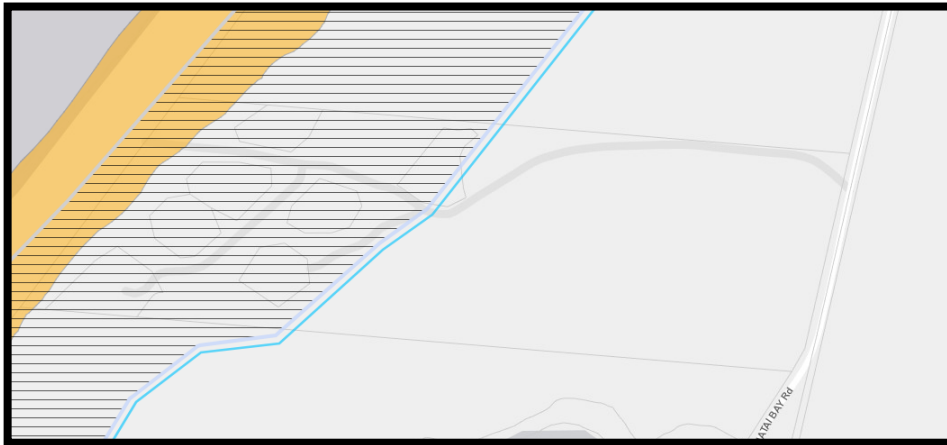


Figure 6: Regional Policy Statement Maps.

- 2.15 Given the sites semi-rural location there are no connections to Council reticulated services such as water supply, wastewater and stormwater.
- 2.16 The site is not mapped as being subject to any natural hazards however the dune area adjacent to the beach is shown to be susceptible to Coastal Flood Hazard. It is noted that this area is part of the commonly owned lot where no built development is to occur.



- 2.17 NZAA has not mapped any archaeological sites on the subject site being Lot 4, however there are three mapped archaeological sites within the commonly owned lot (Lot 8). The archaeological sites located within the commonly owned lot are O03/189, O03/277 and O03/186. (Midden/Ovens). Protection of these sites was addressed as part of the subdivision that created this development which resulted in a reduced number of lots, a commonly owned lot with fenced and protected areas (including QEII covenant areas).
- 2.18 The proposed sites are not located within a Kiwi Present Area.
- 2.19 The soil type affecting Lot 4 is listed as Land use classification 4e10 and 8 e 1 which is not considered to be highly versatile.
- 2.20 The site is not impacted by surface water protection zones.
- 2.21 The site is not located within a Statutory Acknowledgement Area.
- 2.22 The NRC Biodiversity Wetlands layer and the wetlands layer do not indicate any wetlands within the subject site or within the commonly owned lot, Lot 8.

3.0 Weighting of Plans

- 3.1 The proposal is subject to the Proposed District Plan process that was notified 27 July 2022.
- 3.2 The site is zoned as Rural Production and is mapped as being within the Coastal Environment under the Proposed District Plan. An assessment of the relevant rules and related objectives and policies of the Proposed District Plan now forms part of this application.
- 3.3 The submissions period has closed, and submissions are now available to view on Councils Website. We have contacted Councils Policy Team enquiring about whether any additional rules have immediate legal effect. At this point in time no further rules have been publicly identified. As such, we have taken the approach that no further rules have immediate legal effect. If this is incorrect, we ask that Council contact us at their earliest convenience to provide us with an updated assessment list.

4.0 Activity Status of the proposal:

Operative District Plan

- 4.1 The subject site is located within the General Coastal Zone. An assessment of the relevant zone and district wide rules of the District Plan is set out in the tables below.

Assessment of the Permitted Section 10.6.5.1 General Coastal Zone.		
Plan Reference	Rule	Performance of Proposal



10.6.5.1.1	Visual Amenity	<p>Controlled Activity.</p> <p>The proposal does not comply with the permitted standard as the proposed floor area of the shed is 70m².</p> <p>The proposal complies with the Controlled Activity Standard Rule 10.6.5.2.2 as the shed is located wholly within an approved building envelope.</p>
10.6.5.1.2	Residential Intensity	<p>Not relevant</p> <p>The proposal does not relate to a residential activity.</p>
10.6.5.1.3	Scale of Activities	<p>Not applicable.</p> <p>No non-residential activities are proposed.</p>
10.6.5.1.4	Building Height	<p>Permitted.</p> <p>The proposal complies with the permitted standard as the proposed structures are less than the permitted standard of 8m in height. To comply with the management plan the height of the proposed shed shall not exceed 5m.</p>
10.6.5.1.5	Sunlight	<p>Permitted.</p> <p>The proposal complies with this permitted standard as the proposed structures do not project beyond a 45-degree recession plane; as measured inwards from any point 2m vertically above ground level on any site.</p>
10.6.5.1.6	Stormwater Management	<p>Permitted</p> <p>The permitted threshold allows for a maximum proportion of gross site area covered by impermeable surfaces shall be 10%.</p> <p>The subject site has an area of 4852m² plus a 1/7th share of Lot 8 which is 24.33 hectares in area. Lot 8 contains the gravel internal driveways to each allotment as well as the large conservation and protected areas in bush and grass. This results in the total gross site area being over 3.5ha. 10% of the gross site area equates to 3500m² allowable coverage for impermeable areas which complies.</p> <p>It is noted the Site Suitability Report for the subdivision by Haigh Workman Engineers designed stormwater mitigation in relation to the internal access and future development by constructing soak and dispersal trenches.</p>
10.6.5.1.7	Setback from Boundaries	<p>Permitted.</p> <p>The proposal complies with the permitted standard as all of the structures are set back in excess of 3m.</p>
10.6.5.1.8	Transportation	<p>Permitted.</p>



		<p><u>Traffic</u> The proposal will not change the existing traffic movements.</p> <p><u>Parking</u> The proposal will not require additional parking requirements.</p> <p><u>Access</u> The access has been constructed to an appropriate standard. It is not anticipated any other works are required for access formation or upgrades.</p>
10.6.5.1.9	Keeping of Animals	Not applicable. No keeping of animals is proposed.
10.6.5.1.10	Noise	Permitted.
10.6.5.1.11	Helicopter Landing Area	Not applicable. No helicopter landing area is proposed.

Assessment of the Chapter 12		
Plan Reference	Rule	Performance of Proposal
Chapter 12.1 Outstanding Landscapes.		
12.1.6.1.1	Protection of Outstanding Landscape Features	Not applicable The subject site does not contain any landscape features.
12.1.6.1.2	Indigenous vegetation clearance in Outstanding Landscapes	Permitted No vegetation clearance is proposed.
12.1.6.1.3	Tree Planting in Outstanding Landscapes.	Permitted No landscaping is proposed.
12.1.6.1.4	EXCAVATION AND/OR FILLING WITHIN AN OUTSTANDING LANDSCAPE	Complies Any required earthworks will be less than 300m ³ and not involve a cut/fill face exceeding 1.5m in height.
12.1.6.1.5	BUILDINGS WITHIN OUTSTANDING LANDSCAPES	Restricted Discretionary Activity. The building is not for human habitation but exceeds an area over 25m ² in area.
Chapter 12.2 Indigenous Flora and Fauna		
12.2.6.1.1	INDIGENOUS VEGETATION CLEARANCE PERMITTED THROUGHOUT THE DISTRICT	Permitted No site clearance is proposed as part of this application.
12.2.6.1.3	INDIGENOUS VEGETATION CLEARANCE IN THE GENERAL COASTAL ZONE	Permitted As stated above



12.2.6.1.4	INDIGENOUS VEGETATION CLEARANCE IN OTHER ZONES	Permitted As stated above
Chapter 12.3 Soils and Minerals		
12.3.6.1.2	EXCAVATION AND/OR FILLING, INCLUDING OBTAINING ROADING MATERIAL BUT EXCLUDING MINING AND QUARRYING, IN THE RURAL LIVING, COASTAL LIVING, SOUTH KERIKERI INLET, GENERAL COASTAL, ZONES	Permitted The District Plan allows up to 300m ³ of excavation provided that the cut or fill height does not exceed 1.5m. Any required earthworks will be less than 300m ³ and not involve a cut/fill face exceeding 1.5m in height.
Chapter 12.4 Natural Hazards		
12.4.6.1.2	Fire Risk to Residential Units	Permitted The proposal does not relate to a residential unit.
Chapter 12.7 Lakes, Rivers, Wetlands and the Coastline		
12.7.6.1.2	Setback from Smaller Lakes, Rivers and Wetlands	Permitted. There are no smaller lakes, rivers or wetlands within close proximity to the site.

4.2 The assessment above has identified the following breaches to the Operative District Plan rules:

- 10.6.5.1.1 Visual Amenity
- 12.1.6.1.5 Buildings in Outstanding Landscapes

4.2.1 The land-use proposal will be assessed a Restricted Discretionary Activity in accordance with Rule 12.1.6.2 Restricted Discretionary Activities.

Proposed District Plan

4.3 The proposal is also subject to the Proposed District Plan process. The subject site is located within the Rural Production zone and within the Coastal Environment. An assessment of the matters relating to the Proposed District Plan that have immediate legal effect, has been undertaken below:

Chapter	Rule Reference	Compliance of Proposal
Hazardous Substances	The following rules have immediate legal effect: Rule HS-R2 has immediate legal effect but only for a new significant hazardous facility located within a scheduled site and area of	Not applicable. The proposal does not include a new significant hazardous facility nor is the property located within an area with a scheduled site and area of significance to Māori, significant natural area or a scheduled heritage resource.



	<p>significance to Māori, significant natural area or a scheduled heritage resource</p> <p>Rules HS-R5, HS-R6, HS-R9</p>	
Heritage Area Overlays	<p>All rules have immediate legal effect (HA-R1 to HA-R14)</p> <p>All standards have immediate legal effect (HA-S1 to HA-S3)</p>	<p>Not applicable.</p> <p>The site is not located within a Heritage Area Overlay.</p>
Historic Heritage	<p>All rules have immediate legal effect (HH-R1 to HH-R10)</p> <p>Schedule 2 has immediate legal effect</p>	<p>Not applicable.</p> <p>The site does not contain any areas of historic heritage.</p>
Notable Trees	<p>All rules have immediate legal effect (NT-R1 to NT-R9)</p> <p>All standards have legal effect (NT-S1 to NT-S2)</p> <p>Schedule 1 has immediate legal effect</p>	<p>Not applicable.</p> <p>The site does not contain any notable trees.</p>
Sites and Areas of Significance to Maori	<p>All rules have immediate legal effect (SASM-R1 to SASM-R7)</p> <p>Schedule 3 has immediate legal effect</p>	<p>Not applicable.</p> <p>The site does not contain any sites or areas of significance to Maori.</p>
Ecosystems and Indigenous Biodiversity	<p>All rules have immediate legal effect (IB-R1 to IB-R5)</p>	<p>Not applicable.</p> <p>The site does not contain any known ecosystems or indigenous biodiversity to which these rules would apply.</p>
Subdivision	<p>The following rules have immediate legal effect: SUB-R6, SUB-R13, SUB-R14, SUB-R15, SUB-R17</p>	<p>Not applicable.</p> <p>The proposal is not for subdivision.</p>
Activities on the Surface of Water	<p>All rules have immediate legal effect (ASW-R1 to ASW-R4)</p>	<p>Not applicable.</p> <p>The proposal does not involve activities on the surface of water.</p>
Earthworks	<p>The following rules have immediate legal effect: EW-R12, EW-R13</p> <p>The following standards have immediate legal effect: EW-S3, EW-S5</p>	<p>Permitted Activity.</p> <p>Any future earthworks as part of this proposal will proceed under the guidance of an ADP and will be in accordance with the Erosion and Sediment Control Guidelines for Land Disturbing Activities in the Auckland Region 2016, in accordance with Rules EW-12, EW-R13, EW-S3 and EW-S5.</p>
Signs	<p>The following rules have immediate legal effect: SIGN-R9, SIGN-R10</p> <p>All standards have immediate legal effect but only for signs on or</p>	<p>Not applicable.</p> <p>No signs are proposed as part of this application.</p>



	attached to a scheduled heritage resource or heritage area	
Orongo Bay Zone	Rule OBZ-R14 has partial immediate legal effect because RD-1(5) relates to water	Not applicable. The site is not located in the Orongo Bay Zone.

4.3.1 The assessment above has identified that the proposal complies with the Proposed District Plan.

National Environmental Standards

National Environmental Standard for Assessing and Managing Contaminates in Soil to protect human health.

- 1.1. The site is not identified as HAIL on the Council database of HAIL sites. A review of historic aerials has determined that there are no known activities that have previously occurred or currently occurring on the site that are registered as HAIL Activities. For this reason, the NESCS (National Environmental Standard for Assessing and Managing Contaminants in Soil to Protect Human Health) is not a consideration of this application. The proposal is considered **Permitted** in terms of this regulation.
- 1.2. There are no other National Environmental Standards relevant to this application.

5.0 Statutory Assessment

Section 104C of the Act

- 5.1 Section 104C governs the determination of applications for Restricted Discretionary Activities. When considering an application for resource consent, a consent authority must consider only those matters over which a discretion is restricted in national environmental standards or other regulations, or it has restricted the exercise of its discretion in its plan or proposed plan. The consent authority can grant or refuse the application. If the application is granted, the consent authority may impose conditions under Section 108 only for those matters listed above.

Section 104(1) of the Act

- 5.2 Section 104(1) of the Act states that when considering an application for resource consent –

“the consent authority must, subject to Part II, have regard to –

- (a) any actual and potential effects on the environment of allowing the activity; and*
- (ab) any measure proposed or agreed to by the applicant for the purpose of ensuring positive effects on the environment that will or may result from allowing the activity; and*
- (b) any relevant provisions of –*
 - i. a national environmental standard:*
 - ii. other regulations:*



- iii. a national policy statement:*
 - iv. a New Zealand Coastal Policy Statement:*
 - v. a regional policy statement or proposed regional policy statement:*
 - vi. a plan or proposed plan; and*
- (c) *any other matter the consent authority considers relevant and reasonably necessary to determine the application.”*

- 5.3 Actual and potential effects arising from a development as described in 104(1)(a) can be both positive and adverse (As described in section 3 of the act). Positive effects arising from this development include an additional building that will support the primary activity on site in a way which is consistent with the natural and built environment while integrating it into the natural landscape avoiding visual domination.
- 5.4 Section 104(1)(ab) requires that the consent authority consider ‘any measure proposed or agreed to by the applicant for the purposes of ensuring positive effects on the environment to offset or compensate for any adverse effects on the environment that will or may result from allowing the activity’. In this case the proposal is not of a scale or nature that would require specific offsetting or environmental compensation measures to ensure positive effects on the environment.
- 5.5 Section 104(1)(b) requires the consent authority to consider the relevant provisions of the above listed documents. An assessment of the relevant statutory documents that corresponds with the scale and significance of the effects that the activity may have on the environment has been provided below.

6.0 Environmental Effects Assessment

- 6.1 Having reviewed the relevant plan provisions and taking into account the matters that must be addressed by an assessment of environmental effects as outlined in Clause 7 of Schedule 4 of the Act, the following environmental effects warrant consideration as part of this application.
- 6.2 As per the permitted activities set out in Rule 10.6.5.1.1 Visual Amenity, the proposal is unable to comply with 10.6.5.1.1 (a). As the proposed shed will be located entirely within an approved building envelope the proposal can comply with 10.6.5.2.2 as a Controlled Activity. An assessment has been undertaken in accordance with Rule 10.6.5.2.2 Visual Amenity and 12.1.6.2.1 Buildings within Outstanding Landscapes of the District Plan below.

Visual Amenity

- 6.3 As per the permitted activities set out in Rule 10.6.5.1.1 Visual Amenity, the proposal is unable to comply with 10.6.5.1.1 (a). As the proposed shed will be located entirely within an approved building envelope the proposal can comply with 10.6.5.2.2 as a Controlled Activity.



6.4 An assessment has been undertaken in accordance with Rule 10.6.5.2.2 Visual Amenity.

(i) the size, bulk, and height of the building in relation to ridgelines and natural features.

6.4.1 The proposed shed will be located wholly within the approved building envelope, which is located on a flat portion of the site. The proposed shed will be approximately 70m², with a height of less than 5m which complies with both the District Plan rules and the Management Plan height restriction.

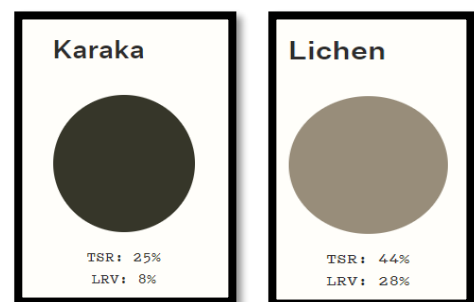
6.4.2 The proposed shed will be located to the rear (east) of the site which ensures the shed is setback sufficiently from the western portion of the site and any areas which may be more visually obtrusive from the beach. The shed will be relatively hidden from any public areas as the shed will be screened by both the main dwelling and established Pohutukawa trees. The proposal complies with the setback and sunlight provisions for the zone. The proposed shed will be located well below the ridgeline and is not located on or near any Outstanding Natural Features.

6.4.3 The contour of the land is relatively flat, which minimises any earthworks required to establish the building platform for the shed. The design of the shed is considered to be of a character that would not be objectionable or be considered different or at odds with the surrounding environment and the coastal environment.

6.4.4 In addition to this, the site contains existing vegetation which was established at the time of the subdivision and at the time the main dwelling was constructed. Furthermore, the established landscaping on site is considered to tie the proposed shed into the landscape. The proposed development will not be visible from Matai Bay Road or from the water's edge on Karikari Beach, due to the sand dunes being 2-3m in height.

(ii) the colour and reflectivity of the building;

6.4.5 The applicants have advised the roof and doors of the shed will be Colorsteel Corrugate "Lichen" which has an LRV of 28%. The exterior cladding of the shed will be finished in Coloursteel 6 rib "Karaka" in a natural brown stain with an LRV of 8%. These colours have low reflectivity and are considered to be natural recessive colours. The proposed schedule of colours is also consistent with the Operative District Plan and Management Plan.



(iii) the extent to which planting can mitigate visual effects.

6.4.6 The proposed shed is set back from the coastal marine area and is not located on a ridgeline. The existing planting provides vegetated separation and integration of the vacant allotments.



6.4.7 The existing landscaping Plan prepared by Hawthorn Landscape Architects, approved at the time the dwelling was constructed; is considered to effectively integrate the development into the surrounding environment.

6.4.8 The proposed shed will be located to the east of the site, with the main dwelling and vegetation providing screening for the proposed shed. This is considered to screen and soften the shed within the building envelope. Given the location; colours and materials; and existing landscaping, the effects generated from the proposal are considered to be less than minor without the requirement for additional mitigation.

(iv) any earthworks and/or vegetation clearance associated with the building.

6.4.9 Minimal earthworks are required to form the building platform, as the topography of the site is flat. Any earthworks required for the building platform and foundations will be within the approved building envelope. No vegetation clearance is required as part of this application as the approved building envelope is clear of vegetation.

(v) the location and design of associated vehicle access, manoeuvring and parking areas.

6.4.10 The existing access and driveway will be utilised, which was established with the main dwelling approved under RC 2200209-RMALUC. The driveway and manoeuvring areas will remain unchanged as a result of the proposal. The location of the vehicle access, manoeuvring and parking areas are not visible from the coastal marine area.

(vi) the extent to which the building and any associated overhead utility lines will be visually obtrusive.

6.4.11 The site does not contain any associated overhead utility lines. All utilities will be buried under ground.

(vii) the cumulative visual effects of all the buildings on the site.

6.4.12 The subject site contains an existing dwelling which was approved under RC 2200209-RMALUC, this application relates to the construction of a Total Span shed which will be located to the rear (east) of the site. The site is located in the General Coastal zone, such that the proposed shed is not objectional to the zone or surrounding environment.

6.4.13 The proposed shed will be located wholly within the approved building envelope, with no vegetation clearance required. There is existing vegetation surrounding the subject site which enables the proposed structure to be absorbed into the background when viewed from Karikari Beach. The existing planting, as per Hawthorn Landscape Architect's landscape plan, will further mitigate visual effects. The combination of existing vegetation, location, and colours and materials will ensure the proposed shed is effectively absorbed into the coastal environment and neighbouring properties, mitigating any potential visual effects. The proposed shed will be of natural recessive colours which has low reflectivity and blends into the natural environment.

6.4.14 Given the character of the area and the zoning, it is considered that any cumulative effects from the proposal are considered to be less than minor.



(viii) the degree to which the landscape will retain the qualities that give it its naturalness, visual and amenity values.

- 6.4.15 All nearby lots are of a similar size. There are 7 lots within the development, with the subject site currently containing a dwelling and the remainder being vacant lots which are anticipated to be developed.
- 6.4.16 The 8-lot subdivision enhanced the qualities of the landscape by removing weed species, makeshift houses and caravans and other temporary structures; restoration of the dunes with the implementation of QEII covenants; revegetation of indigenous bush; and weed and pest control which overall enhanced and restored the overall character of the environment.
- 6.4.17 The subject site is 4854m² in area with an existing residential dwelling. It is considered the design and location of the existing structures has been carried out in a manner which avoids visual dominance on landscapes, adjacent sites and the surrounding environment. As mentioned earlier in this report the proposed shed will also be finished in a natural recessive colour scheme and will be located on the site in a way that ensures the proposed shed is effectively integrated into the natural landscape.
- 6.4.18 The existing vegetation will provide screening from the coastal marine area. It is considered that the existing landscape qualities are retained by the development as there will be no removal of existing vegetation and minimal earthworks required. The proposal is also to be contained wholly within the approved building envelope.

(ix) the extent to which private open space can be provided for future uses;

- 6.4.19 As stated above the site is 4854m² in area and also has a share of the commonly owned lot which is over 24 hectares in area which provides extensive open space for future uses.

(x) the extent to which the siting, setback and design of building(s) avoid visual dominance on landscapes, adjacent sites and the surrounding environment.

- 6.4.20 In addition, building envelopes were established in the original subdivision (approved RC2070190), in order to avoid adverse effects on the landscape values and natural character of the subject site. The proposed shed will be located wholly within this approved building envelope. The proposal is set back from the coastal marine area and is of a design which mitigates visual dominance. The proposed shed is set back a sufficient distance from neighbouring properties, the coastal marine area and Matai Bay Road to allow privacy and to avoid visual dominance. Therefore, it is considered that the location chosen for the shed avoids visual dominance on both landscapes and adjacent sites.

(xi) the extent to which non-compliance affects the privacy, outlook and enjoyment of private open spaces on adjacent sites.

- 6.4.21 It is considered that this proposal will not affect the privacy, outlook or enjoyment of private open space for any of the adjacent sites, due to the vegetation on site and the contour of the land. As previously stated, the proposed shed will be located wholly within the approved



building envelope which has been determined as the most appropriate location on the site in order to avoid any adverse effects on the surrounding environment.

Assessment Criteria - 12.1.6.2.1 Buildings within Outstanding Landscapes

The Council will restrict the exercise of its discretion to:

(i) the location of the building; and

(ii) the size, bulk and height of the building in relation to ridgelines, areas of indigenous vegetation and habitats of indigenous fauna, existing trees and other natural features; and

(iii) the degree to which the landscape will retain the qualities that make it outstanding, including naturalness, and visual and amenity values; and

(iv) the design of the building; and

(v) the location and design of associated vehicle access, manoeuvring and parking areas; and

(vi) the extent to which planting can mitigate visual effects; and

(vii) the means by which permanent screening of the building from public viewing points on a public road, public reserve, or the foreshore may be achieved, and

(viii) the cumulative visual effects of all buildings on the site

6.4.22 As explained above, the design of the shed is of a character that would not be objectionable or be considered different or at odds with the surrounding development and the coastal environment. The subject site was created with the intent of a residential dwelling and associated buildings being constructed on site, with a coastal outlook. The site contains an existing dwelling; this application relates to the construction of a shed which will be contained wholly within the approved building envelope. The proposed development will not be visible from Matai Bay Road due to the large separation distance from the road as well as existing vegetation-within the site. The development will also not be visible from the water's edge on Karikari Beach, due to the height of the sand dunes.

6.4.23 The existing access is already established as part of the previously approved subdivision and land use consent; no changes are proposed as part of this application. All parking and manoeuvring areas are contained within the approved building envelope, as well as all structures being contained within the approved building envelope.

6.4.24 It is considered that there will be less than minor cumulative effects from the proposal due to the existing vegetation and the use of natural recessive colours of the proposed structure. In addition to this the proposal complies with the Management Plan where the intent of this document was to mitigate the effects of the built development. It is considered that the adjoining areas, which are considered to be of Outstanding Natural Character, will not be affected by the proposal, due to the separation distance between the building envelope and the sand dunes, as well as there being no need for vegetation clearance. Only minimal



earthworks will be required within the approved building envelope to establish the building platform, further mitigating any adverse effects.

Conclusion of the Assessment of Effects

6.4.25 Overall, based on the above assessment, it is considered that the proposal will result in no more than minor actual or potential environmental effects.

7.0 Policy Documents

7.1 In accordance with section 104(1)(b) of the Act the following documents are considered relevant to this application.

National Policy Statements

7.2 There are currently 7 National Policy Statements in place. These are as follows:

- National Policy Statement on Urban Development.
- National Policy Statement for Freshwater Management.
- National Policy Statement for Renewable Electricity Generation.
- National Policy Statement on Electricity Transmission.
- New Zealand Coastal Policy Statement.
- National Policy Statement for Highly Productive Land.
- National Policy Statement for Indigenous Biodiversity.

7.2.1 The site is located within the Coastal Environment therefore it is considered that the New Zealand Coastal Policy Statement is the only National Policy Statement relevant to this application.

NZ Coastal Policy Statement

7.3 The subject site is located within the coastal environment, and within an area of Outstanding Natural Landscapes.



Figure 5: RPS Maps.

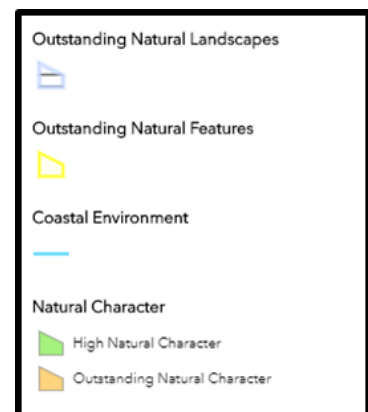


Figure 6: RPS Legend.

7.3.1 The proposed activity is considered to be consistent with the objectives and policies of the New Zealand Coastal Policy Statement. The site is identified as being within an Outstanding



Natural Landscape under the Regional Policy Statement for Northland, however, this has been addressed extensively in the previously approved RC 2170190. The proposed shed complies with the Management Plan where the intent of this document was to mitigate the effects of the built development. Therefore, it has been concluded that any adverse effects have been mitigated.

7.3.2 The proposal is to construct a shed wholly within the approved building envelope. The proposal is deemed to have less than minor adverse effects on activities within the surrounding environment, as it is not changing the intended use of the subject site, therefore having less than minor effect on the surrounding coastal environment and the character of the locality.

7.3.3 Below is an assessment of the relevant objectives under the New Zealand Coastal Policy Statement 2010.

Objective 2: To preserve the natural character of the coastal environment and protect natural features and landscape values through:

- *Recognising the characteristics and qualities that contribute to natural character, natural features and landscape values and their location and distribution;*
- *Identifying those areas where various forms of subdivision, use, and development would be inappropriate and protecting them from such activities; and*
- *Encouraging restoration of the coastal environment.*

7.3.4 The subject site was created from approved subdivision RC 2070190 which included the subject site and 7 other allotments, for residential use. The proposed shed will be located wholly within the approved building envelope and will not result in any changes to the parking and manoeuvring areas. The existing established access will be utilised to access the site from Matai Bay Road.

7.3.5 There is existing vegetation within the site and along the boundaries of the site. The existing vegetation provides screening and integration of the existing dwelling. As the proposed shed is relatively small in scale it is considered it will be able to effectively be absorbed into the natural landscape, mitigating any adverse effects.

7.3.6 The use of a natural recessive colour scheme provides further mitigation as well as enhancing the coastal outlook of the subject site.

7.3.7 The proposed development is located approximately 300m metres from the coastal marine area, hence minimising effects on the coastal marine area as well as the sand dunes. Minimal excavation works are required to establish the building platform and foundations, hence not creating any adverse effects from excavation. It is considered that the proposed development recognises and contributes to the natural landscape as well as enhancing the natural landscape by incorporating mitigation methods, as explained in this report.



Overall conclusion of assessment of New Zealand Coastal Policy Statement 2010

- 7.3.8 The approved subdivision which created the subject site (RC 2070190) also included mitigation measures, and a Management Plan which were completed as part of the subdivision; hence, consideration of the New Zealand Coastal Policy Statement 2010 has been covered extensively.
- 7.3.9 It is considered that the objectives and policies of the New Zealand Coastal Policy Statement 2010 have been taken into consideration within the proposal and mitigation measures incorporated to ensure that these policies are met.
- 7.3.10 Overall, the activity is not considered to be contrary with the objectives of the New Zealand Coastal Policy Statement.

Regional Policy Statement

- 7.4 The role of The Regional Policy Statement is to promote sustainable management of Northland's natural and physical resources by providing an overview of the regions resource management issues and setting out policies and methods to achieve integrated management of Northland's natural and physical resources. It is considered the proposal is compatible with the intent of the RPS.

Far North District Plan

- 7.5 The relevant objectives and policies of the Plan are those related to the Coastal Environment and the General Coastal Zone. Chapter 12.1 – Landscapes and Natural Features of the District Plan is also relevant due to the proposal being located within an area identified as being Outstanding Landscape.
- 7.6 The proposal is considered to be consistent with the coastal character of the surrounding area and is considered to have negligible effects on the coastal amenity value of the area, as the proposed shed will be located outside of the coastal marine area and is visually sheltered by the existing vegetation on the site, which will be retained. It is also considered that the size and scale of the structure is not visually obtrusive. In addition to this the building will be finished in natural and recessive colours. The proposal is considered to be consistent with the objectives and policies of the Plan.

7.7 ***Assessment of the objectives and policies within the General Coastal Zone***
Objectives

10.6.3.2 To preserve the natural character of the coastal environment and protect it from inappropriate subdivision, use and development.

- 7.7.1 The proposal is not considered to erode the natural character of the coastal environment as the subject site is located amongst other sites of a similar size that were created with the intent of a residential dwelling and associated outbuildings being constructed on the site. The proposed shed will support the primary activity on site, which is not objectional to the character of the coastal environment. The proposed shed will be set amongst existing



vegetation that is to be retained both on the site and surrounding the site. The proposed shed will be located wholly within the approved building envelope, which has been assessed as the most appropriate position on site to avoid and mitigate any potential adverse effects. Mitigation methods such as compliance with the Management Plan and the use of natural and recessive colours will be utilised in the finishing of the dwelling.

10.6.3.3 To manage the use of natural and physical resources (excluding minerals) in the general coastal area to meet the reasonably foreseeable needs of future generations;

- 7.7.2 The site was created with the intent of residential development and associate buildings being located on the site. The proposed shed will support the existing residential unit. There is no vegetation clearance required as part of the proposal which will ensure that the natural resources on site are maintained. The proposed shed will be located wholly within the approved building envelope which was established to avoid adverse effects on the landscape values and natural character of the area.

Policies

10.6.4.1 That a wide range of activities be permitted in the General Coastal Zone, where their effects are compatible with the preservation of the natural character of the coastal environment.

- 7.7.3 The proposal is not considered to alter the ability of the site to provide for a wide range of activities to occur. The subject site is not located near or adjacent to any activity or services that are considered to have potential reverse sensitivity effects. The proposed development is to be located wholly within the approved building envelope. It is considered that the subject site was created with the intention of a residential dwelling and associated outbuildings being constructed on the site given the intention of the surrounding allotments.

10.6.4.2 That the visual and landscape qualities of the coastal environment be protected from inappropriate subdivision, use and development.

- 7.7.4 As stated above the proposed shed will be finished in natural and recessive colours and the site will retain the existing vegetation which will retain the visual and landscape qualities that are already in existence.

10.6.4.4 That controls be imposed to ensure that the potentially adverse effects of activities are avoided, remedied or mitigated as far as practicable.

- 7.7.5 Mitigation measures have been incorporated into the proposal by utilising natural and recessive colours for the exterior of the structure. The retention of the existing vegetation will ensure that any adverse visual effects will be mitigated.

10.6.4.5 Maori are significant land owners in the General Coastal Zone and therefore activities in the zone should recognise and provide for the relationship of Maori and their culture and traditions, with their ancestral lands, water, sites, waahi tapu and other taonga and shall take into account the principles of the Treaty of Waitangi.



- 7.7.6 The subject site does not contain any known recorded archaeological sites. Wahi Tapu sites were identified in the previously approved subdivision RC 2070190 and were fenced off and protected as QEII Covenant areas. These sites were located outside of the subject site.
- 7.7.7 The proposal is not considered to have any known adverse effects on cultural or spiritual values. The effects of the proposed structures are considered to be less than minor due to the existing vegetation on the site and building within the allocated building envelope. It is considered that the proposed development provides for the relationship of Maori and their culture with ancestral lands as the proposal complies with the restrictions put in place as part of the subdivision approval and also complies with the management plan that ensures any future development is in accordance with the original intent of the proposal.

10.6.4.6 The design, form, location and siting of earthworks shall have regard to the natural character of the landscape including terrain, landforms and indigenous vegetation and shall avoid, remedy or mitigate adverse effects on those features.

- 7.7.8 Minimal earthworks are required to form the building platform and the proposal does not include the removal of any vegetation.
- 7.8 ***Assessment of the objectives and policies within Chapter 12.1 Landscapes and Natural Features***

Objectives

12.1.3.1 To protect outstanding landscapes and natural features from inappropriate, subdivision use and development.

12.1.3.2 To protect the scientific and amenity values of outstanding natural features.

12.1.3.3 To recognise and provide for the distinctiveness, natural diversity and complexity of landscapes as far as practicable including the complexity found locally within landscapes and the diversity of landscapes across the District.

12.1.3.4 To avoid adverse effects and to encourage positive effects resulting from land use, subdivision or development in outstanding landscapes and natural features and Maori cultural values associated with landscapes

- 7.8.1 As has been explained above, the proposal is for a shed which is to be contained wholly within the approved building envelope. There will be minimal earthworks required to establish the building platform and foundations. No vegetation clearance is required as part of the proposal. The proposal has incorporated the use of a natural and recessive colour scheme as well as retaining the existing vegetation to mitigate visual effects and enhance the landscape as it further matures.
- 7.8.2 The proposal is not located within the coastal marine area and will not be visible from Matai Bay Road or the water's edge on Karikari Beach. The proposal is considered to not result in any adverse effects.

Policies



12.1.4.1 That both positive and adverse effects of development on outstanding natural features and landscapes be taken into account when assessing applications for resource consent.

12.1.4.2 That activities avoid, remedy or mitigate significant adverse effects on both the natural and the cultural values and elements which make up the distinctive character of outstanding natural features and landscapes.

12.1.4.3 That the cumulative effect of changes to the character of Outstanding Landscapes be taken into account in assessing applications for resource consent.

12.1.4.4 That the visibility of Outstanding Landscape Features, when viewed from public places, be taken into account in assessing applications for resource consent.

12.1.4.5 That the adverse visual effect of built development on outstanding landscapes and ridgelines be avoided, remedied or mitigated.

12.1.4.6 That activities avoid or mitigate adverse effects on the scientific and amenity values associated with outstanding natural features.

12.1.4.7 That the diversity of outstanding landscapes at a District-wide and local level be maintained and enhanced where practicable.

12.1.4.8 That the trend is towards the enhancement rather than the deterioration of landscape values, including the encouragement of the restoration of degraded landscapes.

12.1.4.9 That the high value of indigenous vegetation to Outstanding Landscapes be taken into account when assessing applications for resource consents.

12.1.4.10 That landscape values be protected by encouraging development that takes in account:

(a) the rarity or value of the landscape and/or landscape features;

(b) the visibility of the development;

(c) important views as seen from public vantage points on a public road, public reserve, the foreshore and the coastal marine area;

(d) the desirability of avoiding adverse effects on the elements that contribute to the distinctive character of the coastal landscapes, especially outstanding landscapes and natural features, ridges and headlands or those features that have significant amenity value;

(e) the contribution of natural patterns, composition and extensive cover of indigenous vegetation to landscape values;

(f) Maori cultural values associated with landscapes;

(g) the importance of the activity in enabling people and communities to provide for their social, economic and cultural well-being.

7.8.3 The proposal is for a shed which is to be contained wholly within the approved building envelope, which was created as part of the previously approved subdivision RC2070190. The building envelopes were created in order to ensure that any structures built on the allotments were managed and built in the most suitable location on the site, mitigating any adverse effects. The proposed structures are not located on a ridgeline, nor will they be able to be viewed from Matai Bay Road or from the water's edge at Karikari Beach. The proposed shed will be partially visible from the top of the sand dunes; however, with the retaining the existing



planting it will ensure that any visual effects are mitigated as well as the use of a natural recessive colour scheme.

- 7.8.4 It is considered that the mitigation methods proposed with this development enhance the natural landscape and do not deteriorate it, with adverse effects being mitigated to a less than minor degree.

Proposed District Plan Objectives and Policies

- 7.9 Under the Proposed District Plan, the site is zoned Rural Production with the Coastal Environment overlay therefore an assessment of the objectives and policies within these chapters have been included below. The proposal is considered to create no more than minor adverse effects on the environment and is consistent with the residential intent of the vacant allotments. The proposal is considered to be consistent with the objectives and policies of the Proposed District Plan.

Rural Production Zone

Objectives

RPROZ-O1 - The Rural Production zone is managed to ensure its availability for primary production activities and its long-term protection for current and future generations.

RPROZ-O2 - The Rural Production zone is used for primary production activities, ancillary activities that support primary production and other compatible activities that have a functional need to be in a rural environment.

RPROZ-O3 - Land use and subdivision in the Rural Production zone:

- (a) protects highly productive land from sterilisation and enables it to be used for more productive forms of primary production;*
- (b) protects primary production activities from reverse sensitivity effects that may constrain their effective and efficient operation;*
- (c) does not compromise the use of land for farming activities, particularly on highly productive land;*
- (d) does not exacerbate any natural hazards; and*
- (e) is able to be serviced by on-site infrastructure.*

RPROZ-O4 - The rural character and amenity associated with a rural working environment is maintained

- 7.9.1 The allotment size and surrounding allotments are less consistent with the Rural Production zone and more consistent with the Rural Residential zones. The proposal will not result in any reverse sensitivity effects, each allotment is anticipated to have a dwelling and associated outbuildings located on the site. Erosion and sediment control measures will be put in place to make sure that the proposal will not exacerbate any potential natural hazards.



- 7.9.2 Although the proposed zoning is Rural Production, the allotments have been created with residential intent; being smaller lots which are consistent with the Rural Residential zone. The subject site is surrounded by Lot 8 which provides access to the sites and shields the smaller allotments from productive activities that may occur on other sites. The allotment is not large enough to cater for primary production activities but remains compatible with the surrounding environment due to the buffer Lot 8 provides and the intention of the development as approved under the subdivision proposal.
- 7.9.3 The proposed development will maintain the rural amenity of the environment, through existing landscaping and careful consideration of the colour and materials. The proposed development will not be visible from the road due to the natural landform of Lot 8 and established indigenous vegetation which was a requirement of the initial subdivision. The shed has been designed and located in a way that will not comprise the amenity of the surrounding environment while giving effect to the intention of the allotment. Consultation with local iwi was carried out at the time of the subdivision that created the allotment.

Policies

RPROZ-P1 - Enable primary production activities, provided they internalise adverse effects onsite where practicable, while recognising that typical adverse effects associated with primary production should be anticipated and accepted within the Rural Production zone.

RPROZ-P2 - Ensure the Rural Production zone provides for activities that require a rural location by:

- (a) enabling primary production activities as the predominant land use;*
- (b) enabling a range of compatible activities that support primary production activities, including ancillary activities, rural produce manufacturing, rural produce retail, visitor accommodation and home businesses.*

RPROZ-P3 - Manage the establishment, design and location of new sensitive activities and other non-productive activities in the Rural Production Zone to avoid where possible, or otherwise mitigate, reverse sensitivity effects on primary production activities.

RPROZ-P4 - Land use and subdivision activities are undertaken in a manner that maintains or enhances the rural character and amenity of the Rural Production zone, which includes:

- (a) a predominance of primary production activities;*
- (b) low density development with generally low site coverage of buildings or structures;*
- (c) typical adverse effects such as odour, noise and dust associated with a rural working environment; and*
- (d) a diverse range of rural environments, rural character and amenity values throughout the District.*

RPROZ-P5 - Avoid land use that:

- (a) is incompatible with the purpose, character and amenity of the Rural Production zone;*



- (b) does not have a functional need to locate in the Rural Production zone and is more appropriately located in another zone;*
- (c) would result in the loss of productive capacity of highly productive land;*
- (d) would exacerbate natural hazards; and*
- (e) cannot provide appropriate on-site infrastructure.*

RPROZ-P6 - Avoid subdivision that:

- (a) results in the loss of highly productive land for use by farming activities;*
- (b) fragments land into parcel sizes that are no longer able to support farming activities, taking into account:
 - 1. the type of farming proposed; and*
 - 2. whether smaller land parcels can support more productive forms of farming due to the presence of highly productive land.**
- (c) provides for rural lifestyle living unless there is an environmental benefit.*

RPROZ-P7 - Manage land use and subdivision to address the effects of the activity requiring resource consent, including (but not limited to) consideration of the following matters where relevant to the application:

- (a) whether the proposal will increase production potential in the zone;*
- (b) whether the activity relies on the productive nature of the soil;*
- (c) consistency with the scale and character of the rural environment;*
- (d) location, scale and design of buildings or structures;*
- (e) for subdivision or non-primary production activities:
 - i. scale and compatibility with rural activities;*
 - ii. potential reverse sensitivity effects on primary production activities and existing infrastructure;*
 - iii. the potential for loss of highly productive land, land sterilisation or fragmentation**
- (f) at zone interfaces:
 - i. any setbacks, fencing, screening or landscaping required to address potential conflicts;*
 - ii. the extent to which adverse effects on adjoining or surrounding sites are mitigated and internalised within the site as far as practicable;**
- (g) the capacity of the site to cater for on-site infrastructure associated with the proposed activity, including whether the site has access to a water source such as an irrigation network supply, dam or aquifer;*
- (h) the adequacy of roading infrastructure to service the proposed activity;*
- (i) Any adverse effects on historic heritage and cultural values, natural features and landscapes or indigenous biodiversity;*
- (j) Any historical, spiritual, or cultural association held by tangata whenua, with regard to the matters set out in Policy TW-P6*

7.9.4 The policies within the Rural Production zone in the Proposed District Plan predominantly relate to maintaining and enhancing the character of the rural environment and providing for primary production activities while ensuring they are managed.



- 7.9.5 The subject site and surrounding sites do not necessarily reflect the anticipated size of allotments for the Rural Production zone. While the sites are smaller, Lot 8 surrounds the smaller sites (including the subject site), which creates a buffer between these sites and the immediate environment. Lot 8 provides for the protection and enhancement of character in line with the rural environment. While primary production activities are unable to be carried out Lot 8, it provides protection for the dunes, wetlands, restored indigenous vegetation areas, and pest management. The subject site is intended for residential purposes, which is consistent with the intention of the other 6 residential allotments. The proposal supports the existing residential activities on site, which is not objectional to the surrounding environment.
- 7.9.6 It is considered that the proposed development provides for the relationship of Māori and their culture with ancestral lands as the proposal complies with the restrictions put in place as part of the subdivision approval and also complies with the management plan that ensures any future development is in accordance with the original intent of the proposal.
- 7.9.7 Overall, the activity is consistent with the scale and character of the immediate rural environment, while the allotment size does not enable productive activities the character is maintained along the coastline, and the proposal is giving effect to the intention of the subdivision. On-site infrastructure is able to be accommodated on the site, no natural hazards are identified on the subject site.

Coastal Environment

Objectives:

CE-O1 The natural character of the coastal environment is identified and managed to ensure its long-term preservation and protection for current and future generations.

CE-O2 Land use and subdivision in the coastal environment:

- a. preserves the characteristics and qualities of the natural character of the coastal environment;*
- b. is consistent with the surrounding land use;*
- c. does not result in urban sprawl occurring outside of urban zones;*
- d. promotes restoration and enhancement of the natural character of the coastal environment;*
and
- e. recognises tangata whenua needs for ancestral use of whenua Māori.*

CE-O3 Land use and subdivision in the coastal environment within urban zones is of a scale that is consistent with existing built development.

- 7.9.8 The shed will be absorbed into the natural landscape within the surrounding environment. The natural character of the land is not considered to be comprised, as the initial subdivision provided protection, pest and weed management control, and revegetated indigenous vegetation to enhance the character of the overall area. The proposal is giving effect to the



intention of the subdivision. It was evident at the site visit that the site has been restored and enhanced as a result of the subdivision. In addition to this the subject site has existing mature vegetation that was incorporated into the landscape design that was approved at the time the dwelling was approved which maintains the existing characteristics of the area.

7.9.9 It is considered that the proposed development provides for the relationship of Māori and their culture with ancestral lands. The subdivision provided for the protection of certain areas as guided by Iwi at the time. The proposed activity is consistent with the restrictions put in place as part of the subdivision approval and also complies with the management plan that ensures any future development is in accordance with the original intent of the proposal. As mentioned throughout this report, the subdivision was assessed for residential development and associated buildings which is reflected with the designated building envelopes. The land use activity is not proposing any other activity which is inconsistent with the intent of the subdivision.

7.9.10 As stated earlier in this report, the proposal is consistent with the scale and design of the built development which is anticipated from the subdivision and reflected in the management plan and covenant conditions.

Policies:

CE-P1 Identify the extent of the coastal environment as well as areas of high and outstanding natural character using the assessment criteria in APP1- Mapping methods and criteria.

Avoid adverse effects of land use and subdivision on the characteristics and qualities of the coastal environment identified as:

- a) outstanding natural character;*
- b) ONL;*
- c) ONF.*

CE-P3 Avoid significant adverse effects and avoid, remedy or mitigate other adverse effects of land use and subdivision on the characteristics and qualities of the coastal environment not identified as:

- a) Outstanding natural character;*
- b) ONL;*
- c) ONF*

CE-P4 Preserve the visual qualities, character and integrity of the coastal environment by:

- a) Consolidating land use and subdivision around existing urban centres and rural settlements; and*
- b) Avoiding sprawl or sporadic patterns of development*

CE-P5 Enable land use and subdivision in urban zones within the coastal environment where:

- a) There is adequacy and capacity of available or programmed development infrastructure;*
and



b) The use is consistent with, and does not compromise the characteristics and qualities.

CE-P6 Enable farming activities within the coastal environment where:

a) the use forms part of the values that established natural character of the coastal environment; or

b) the use is consistent with, and does not compromise the characteristics and qualities.

CE-P7 Provide for the use of Māori Purpose zoned land and Treaty Settlement land in the coastal environment where:

a) the use is consistent with the ancestral use of that land; and

b) the use does not compromise any identified characteristics and qualities.'

CE-P8 Encourage the restoration and enhancement of the natural character of the coastal environment.

CE-P9 Prohibit land use and subdivision that would result in any loss and/or destruction of the characteristics and qualities in outstanding natural character areas.

CE-P10 Manage land use and subdivision to preserve and protect the natural character of the coastal environment, and to address the effects of the activity requiring resource consent, including (but not limited to) consideration of the following matters where relevant to the application:

a) the presence or absence of buildings, structures or infrastructure;

b) the temporary or permanent nature of any adverse effects;

c) the location, scale and design of any proposed development;

d) any means of integrating the building, structure or activity;

e) the ability of the environment to absorb change;

f) the need for and location of earthworks or vegetation clearance;

g) the operational or functional need of any regionally significant infrastructure to be sited in the particular location;

h) any viable alternative locations for the activity or development;

i) any historical, spiritual or cultural association held by tangata whenua, with regard to the matters set out in Policy TW-P6;

j) the likelihood of the activity exacerbating natural hazards;

k) the opportunity to enhance public access and recreation;

l) the ability to improve the overall quality of coastal waters; and

m) any positive contribution the development has on the characteristics and qualities

7.9.11 The site is located within the coastal environment. The character of the area is low density residential development that has retained a high level of coastal amenity. The development supports the residential nature of the allotment which is the intention of the site.



- 7.9.12 The site is mapped as Outstanding Natural Landscape with a small strip of Outstanding Natural Character present on the western portion of Lot 8, but outside of Lot 4 within the Proposed District Plan maps. The proposed shed will be finished in natural and recessive colours to further integrate the structure into the coastal environment.
- 7.9.13 The lots within this subdivision are required to comply with additional criteria via a Management Plan which is reflective of the location it is in with building envelopes provided to ensure the area can absorb the level of development. The proposal is not considered to create any patterns of sporadic development. The development is for a residential activity which was created by the approval of the subdivision.
- 7.9.14 The subject site already has existing provisions for on-site water tanks to provide potable water, firefighting water supply and also manages stormwater onsite. The development is consistent with the intention of the subdivision and future land use activities in the surrounding environment. The proposal is not considered to compromise the character of the coastal environment.
- 7.9.15 Not relevant, the activity is not for a farming activity.
- 7.9.16 The development will be finished in natural and recessive colours to integrate the building into the natural environment. In addition, there is existing landscaping located on the site is considered to soften the development and will future enhance the amenity of the original subdivision as the vegetation matures. The scale and bulk of the development will not be visible to the public from the road, or Karikari beach. It is considered that the proposed development will be easily absorbed into the existing environment when viewed from public areas and does not appear to be visually dominating or obtrusive, as there will be a pattern of development along this elevation.
- 7.9.17 Under the Proposed District Plan, the site is zoned Rural Production and within the Coastal Environment. The proposal is considered to create no more than minor adverse effects on the surrounding environment and is consistent with the character of the surrounding environment. While this is the case, the proposal is consistent with the objectives and policies of the Proposed District Plan within the Coastal Environment.

Summary

- 7.10 The above assessment of the relevant policy documents demonstrates that the proposal will be consistent with the relevant objectives and policies of those statutory documents.

8.0 Notification Assessment – Sections 95A to 95G of the Act

Public Notification Assessment

- 8.1 Section 95A requires a council to follow specific steps to determine whether to publicly notify an application. The following is an assessment of the application against these steps:



Step 1 Mandatory public notification in certain circumstances

(2) Determine whether the application meets any of the criteria set out in subsection (3) and,—

(a) if the answer is yes, publicly notify the application; and

(b) if the answer is no, go to step 2.

(3) The criteria for step 1 are as follows:

(a) the applicant has requested that the application be publicly notified:

(b) public notification is required under section 95C:

(c) the application is made jointly with an application to exchange recreation reserve land under section 15AA of the Reserves Act 1977.

- 8.1.1 It is not requested the application be publicly notified and the application is not made jointly with an application to exchange reserve land. Therefore step 1 does not apply and Step 2 must be considered.

Step 2: Public Notification precluded in certain circumstances.

(4) Determine whether the application meets either of the criteria set out in subsection (5) and,—

(a) if the answer is yes, go to step 4 (step 3 does not apply); and

(b) if the answer is no, go to step 3.

(5) The criteria for step 2 are as follows:

(a) the application is for a resource consent for 1 or more activities, and each activity is subject to a rule or national environmental standard that precludes public notification:

(b) the application is for a resource consent for 1 or more of the following, but no other, activities:

(i) a controlled activity:

(ii) [Repealed]

(iii) a restricted discretionary, discretionary, or non-complying activity, but only if the activity is a boundary activity.

(iv) [Repealed]

(6) [Repealed]

- 8.1.2 Public Notification is not precluded as the proposal is a restricted discretionary activity and is not a boundary activity. Therefore Step 3 must be considered.

Step 3: Public Notification required in certain circumstances

(7) Determine whether the application meets either of the criteria set out in subsection (8) and,—

(a) if the answer is yes, publicly notify the application; and

(b) if the answer is no, go to step 4.

(8) The criteria for step 3 are as follows:

(a) the application is for a resource consent for 1 or more activities, and any of those activities is subject to a rule or national environmental standard that requires public notification:

(b) the consent authority decides, in accordance with section 95D, that the activity will have or is likely to have adverse effects on the environment that are more than minor.

- 8.1.3 The proposal is not subject to a rule or NES requiring public notification and the proposal does not have effects that will be more than minor. Therefore, Public Notification is not required, and Step 4 must be considered.

Step 4; Public notification in special circumstances

(9) Determine whether special circumstances exist in relation to the application that warrant the application being publicly notified and,—

(a) if the answer is yes, publicly notify the application; and



(b) if the answer is no, do not publicly notify the application, but determine whether to give limited notification of the application under section 95B.

- 8.1.3 There are no special circumstances that exist to justify public notification of the application because the proposal is not considered to be controversial or of significant public interest, particularly given that it is private land, and the application is to enable the construction of a dwelling and shed. The application is neither exceptional or unusual.

Public Notification Summary

- 8.1.4 From the assessment above it is considered that the application does not need to be publicly notified, but assessment of limited notification is required.

Limited Notification Assessment

- 8.2 If the application is not publicly notified, a consent authority must follow the steps of section 95B to determine whether to give limited notification of an application.

Step 1: Certain affected groups and affected persons must be notified.

(2) Determine whether there are any—

(a) affected protected customary rights groups; or

(b) affected customary marine title groups (in the case of an application for a resource consent for an accommodated activity).

(3) Determine—

(a) whether the proposed activity is on or adjacent to, or may affect, land that is the subject of a statutory acknowledgement made in accordance with an Act specified in Schedule 11; and

(b) whether the person to whom the statutory acknowledgement is made is an affected person under section 95E.

(4) Notify the application to each affected group identified under subsection (2) and each affected person identified under subsection (3).

- 8.2.1 There are no protected customary rights groups or customary marine title groups or statutory acknowledgement areas that are relevant to this application. Therefore Step 1 does not apply and Step 2 must be considered.

Step 2: Limited notification precluded in certain circumstances.

(5) Determine whether the application meets either of the criteria set out in subsection (6) and,—

(a) if the answer is yes, go to step 4 (step 3 does not apply); and

(b) if the answer is no, go to step 3.

(6) The criteria for step 2 are as follows:

(a) the application is for a resource consent for 1 or more activities, and each activity is subject to a rule or national environmental standard that precludes limited notification:

(b) the application is for a controlled activity (but no other activities) that requires a resource consent under a district plan (other than a subdivision of land).

- 8.2.2 There is no rule in the plan or national environmental standard that precludes notification. The application is not solely for a controlled activity therefore Step 2 does not apply and Step 3 must be considered.

Step 3: Certain other affected persons must be notified.

(7) In the case of a boundary activity, determine in accordance with section 95E whether an owner of an allotment with an infringed boundary is an affected person.



(8) In the case of any other activity, determine whether a person is an affected person in accordance with section 95E.

(9) Notify each affected person identified under subsections (7) and (8) of the application. The proposal is not for a boundary activity nor is it a prescribed activity

8.2.3 The proposal is not for a boundary activity.

In deciding who is an affected person under section 95E, a council under section 95E(2):

(2) The consent authority, in assessing an activity's adverse effects on a person for the purpose of this section,—

(a) may disregard an adverse effect of the activity on the person if a rule or a national environmental standard permits an activity with that effect; and

(b) must, if the activity is a controlled activity or a restricted discretionary activity, disregard an adverse effect of the activity on the person if the effect does not relate to a matter for which a rule or a national environmental standard reserves control or restricts discretion; and

(c) must have regard to every relevant statutory acknowledgement made in accordance with an Act specified in Schedule 11.

8.2.3.1 A council must not consider that a person is affected if they have given their written approval, or it is unreasonable in the circumstances to seek that person's approval.

8.2.3.2 In this case, no written approvals have been obtained.

With respect to section 95B(8) and section 95E, the permitted baseline was considered as part of the assessment of environmental effects undertaken in Section 7 of this report, which found that the potential adverse effects on the environment will be less than minor. In regard to effects on persons, the assessment in Sections 7, 8 and 9 are also relied on and the following comments made:

- The proposal is giving effect to the intent of the original subdivision.
- The proposal is not considered to be contrary to the objectives and policies under the District Plan, NPCPS and Regional Policy Statement.
- No vegetation clearance is required as part of the proposal.
- The applicant will be retaining the existing planting located on site.
- There will be no changes to the existing stormwater, wastewater and water supply methods onsite or any other infrastructure on site.
- The proposed shed can be effectively absorbed in the existing landscape through design, colours, and materials.

8.2.3.3 Therefore, no other persons will be affected to a minor or more than minor degree.

8.2.3.4 Overall, the adverse effects on any persons are considered to be less than minor. Therefore Step 3 does not apply and Step 4 must be considered.

Step 4: Further notification in special circumstances

(10) whether special circumstances exist in relation to the application that warrant notification of the application to any other persons not already determined to be eligible for limited notification under this section (excluding persons assessed under section 95E as not being affected persons),



8.2.4 The proposal is to construct a shed on site. It is considered that no special circumstances exist in relation to the application.

Limited Notification Assessment Summary

8.3 Overall, from the assessment undertaken Steps 1 to 4 do not apply and there are no affected persons.

Notification Assessment Conclusion

8.4 Pursuant to sections 95A to 95G it is recommended that the Council determine the application be non-notified for the above-mentioned reasons.

9.0 Part 2 Assessment

9.1 The application must be considered in relation to the purpose and principles of the Resource Management Act 1991 which are contained in Section 5 to 8 of the Act inclusive.

9.2 The proposal will meet Section 5 of the RMA as the proposal will sustain the potential of natural and physical resource whilst meeting the foreseeable needs of future generations as the site is being used for its intended use. In addition, the proposal will avoid adverse effects on the environment and will maintain the character of the site and surrounding environment.

9.3 Section 6 of the Act sets out a number of matters of national importance. The subject site is located within the coastal environment under the RPS. The proposed shed will be approximately 70m². There will be no changes to the existing stormwater mitigation methods, on-site Effluent disposal, water supply or access arrangements. Public access is not considered relevant to this application. The proposal has taken into account the relationship of Māori and their culture and traditions, and it is considered that the proposal will not create any adverse effects on Māori and their relationships with their ancestral lands, water, sites, waahi tapu and other taonga. Lot 4 is also not known to contain any historical or culturally significant sites. Consultation and recommendations were provided as part of the subdivision consent with fenced areas and formal covenants put in place to protect wahi tapu and vegetation in the surrounding vicinity. The site is not known to be subject to any natural hazards.

9.4 Section 7 identifies a number of “other matters” to be given particular regard by a Council in the consideration of any assessment for resource consent, including the maintenance and enhancement of amenity values. The proposal maintains amenity values in the area as the proposal is in keeping with the existing character of the surrounding environment. The proposal also maintains and enhances the quality of the environment. Amenity values will be maintained with the existing screening vegetation around the property boundaries remaining in place.

9.5 Section 8 requires Council to take into account the principals of the Treaty of Waitangi. It is considered that the proposal raises no Treaty issues. The subject site is not known to be located within an area of significance to Māori. The proposal has taken into account the principals of the Treaty of Waitangi; and is not considered to be contrary to these principals.

9.6 Overall, the application is considered to be consistent with the relevant provisions of Part 2 of the Act, as expressed through the objectives, policies and rules reviewed in earlier sections of this application. Given that consistency, we conclude that the proposal achieves the purposes of sustainable management set out by section 5 of the Act.



10.0 Conclusion

- 10.1 The proposed shed is suitable in the context of the site and surrounding environment. The development will result in no more than minor adverse effects on the coastal environment, and the Outstanding Landscape, and less than minor effects on any person or party. All effects of the activity are being managed within the property boundaries. Overall, it is considered that the proposal will result in no more than minor effects on the environment.
- 10.2 The potential adverse effects of this development have been effectively mitigated, by complying with the requirements of the Management Plan, and through the location and design of the proposed shed. The proposed shed is small in scale and will support the primary activity on site; careful consideration has been given to the location of the shed, within the building envelope and behind Pohutukawa trees to aid in integrating it into the surrounding environment.
- 10.3 In terms of section 104(1)(b) of the Act, the actual and potential effects of the proposal will be no more than minor. The relevant provisions within Part 2 of the Act have been addressed as part of this application. The overall conclusion from the assessment of the statutory considerations is that the proposal is considered to be consistent with the sustainable management purpose of the Resource Management Act 1991.
- 10.4 It is also considered that the proposal will have no more than minor adverse effects on the wider environment; no persons will be adversely affected by the proposal and there are no special circumstances.
- 10.5 As a Restricted Discretionary Activity, the proposal has been assessed against the relevant objectives, policies and assessment criteria contained within the Operative District Plan and Proposed District Plan. It is considered that the proposed activity would not be contrary to those provisions and that any potential adverse effects can be avoided or mitigated. It is considered appropriate for consent to be granted on a non-notified basis.

11 Limitations

- 11.1 This report has been commissioned solely for the benefit of our client, in relation to the project as described above, and to the limits of our engagement, with the exception that the Far North District Council or Northland Regional Council may rely on it to the extent of its appropriateness, conditions and limitations, when issuing their subject consent.
- 11.2 Copyright of Intellectual Property remains with Northland Planning and Development 2020 Limited, and this report may NOT be used by any other entity, or for any other proposals, without our written consent. Therefore, no liability is accepted by this firm or any of its directors, servants or agents, in respect of any information contained within this report.
- 11.3 Where other parties may wish to rely on it, whether for the same or different proposals, this permission may be extended, subject to our satisfactory review of their interpretation of the report.



- 11.4 Although this report may be submitted to a local authority in connection with an application for a consent, permission, approval, or pursuant to any other requirement of law, this disclaimer shall still apply and require all other parties to use due diligence where necessary.





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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R. W. Muir
Registrar-General
of Land

Identifier 405154
Land Registration District North Auckland
Date Issued 27 November 2008

Prior References
NA31A/1342

Estate Fee Simple
Area 4852 square metres more or less
Legal Description Lot 4 Deposited Plan 401659
Registered Owners
MBR Developments Limited

Estate Fee Simple - 1/7 share
Area 24.3380 hectares more or less
Legal Description Lot 8 Deposited Plan 401659
Registered Owners
MBR Developments Limited

Interests

401996.2 Court Order laying out a roadway over the parts shown as 1A, 2 and 1B1 Roadways - 1.4.1975 at 11.41 am

8010494.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 27.11.2008 at 9:00 am

Subject to Section 241(2) Resource Management Act 1991 (affects DP 401659)

Subject to a right (in gross) to convey electricity over part Lot 8 DP 401659 marked J on DP 401659 in favour of Top Energy Limited created by Easement Instrument 8010494.3 - 27.11.2008 at 9:00 am

The easements created by Easement Instrument 8010494.3 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey telecommunications and computer media over part Lot 8 DP 401659 marked J on DP 401659 in favour of Telecom New Zealand Limited created by Easement Instrument 8010494.4 - 27.11.2008 at 9:00 am

The easements created by Easement Instrument 8010494.4 are subject to Section 243 (a) Resource Management Act 1991

8010494.5 Open Space Covenant pursuant to Section 22 Queen Elizabeth The Second National Trust Act 1977 - 27.11.2008 at 9:00 am. (Affects Lot 8 DP 401659)

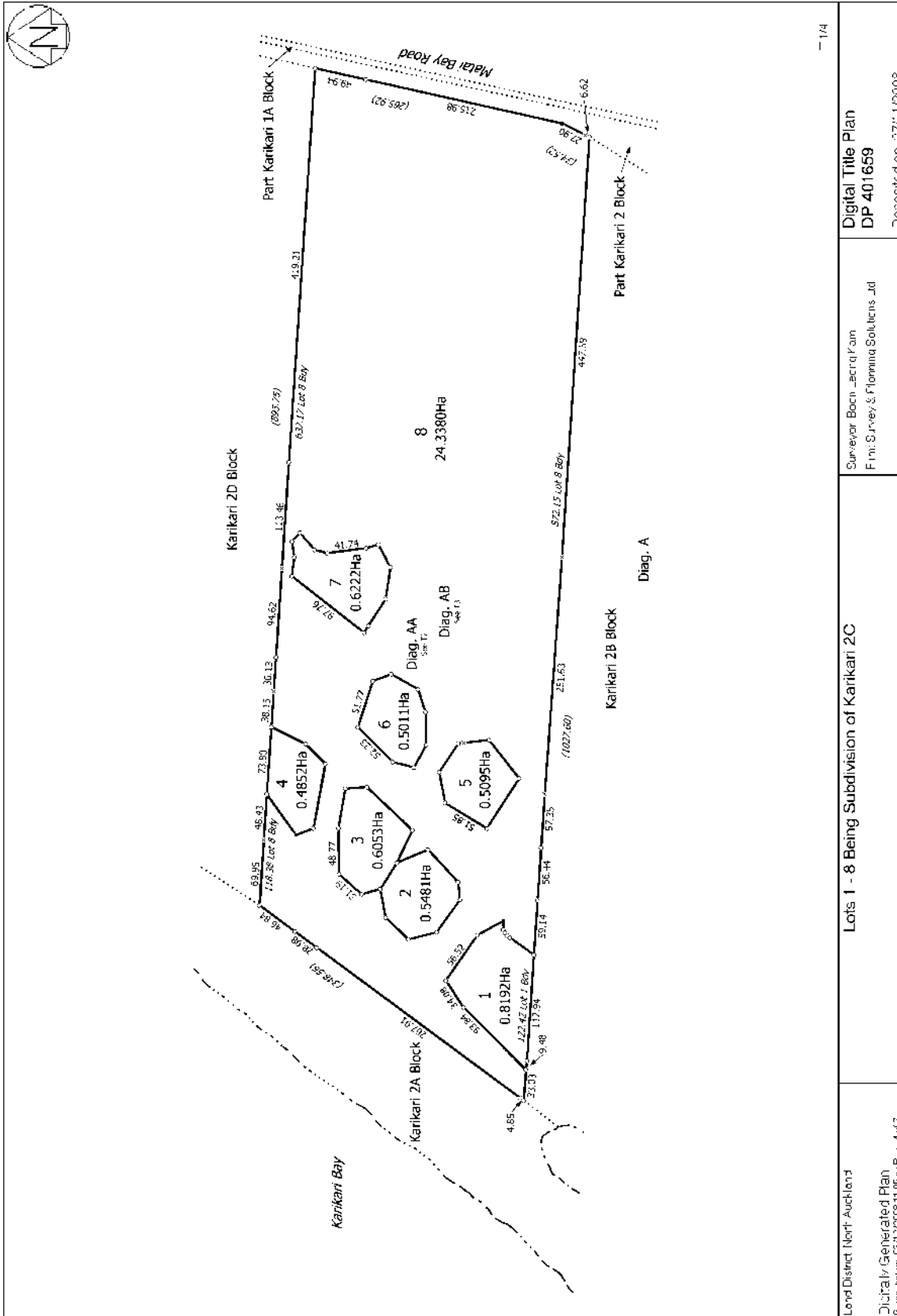
Land Covenant in Easement Instrument 8010494.6 - 27.11.2008 at 9:00 am

8010494.7 Encumbrance to Karikari 2C Society Incorporated - 27.11.2008 at 9:00 am

8010494.8 Lease of Lot 8 DP 401659 Term 999 years commencing 1.12.2008 CT 454457 issued - 27.11.2008 at 9:00 am

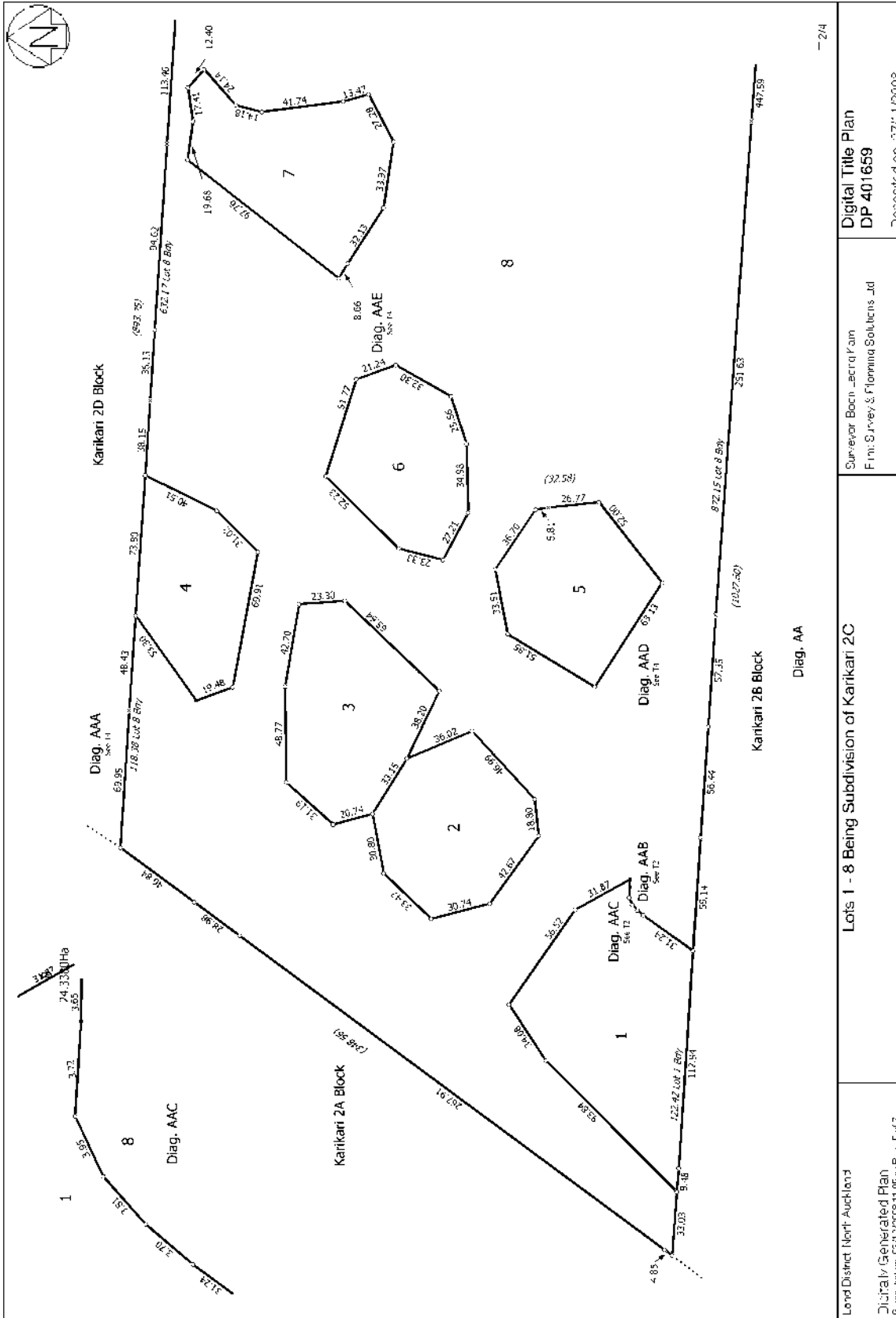
10602659.1 Variation of the conditions of the land covenant created by Easement Instrument 8010494.6 - 25.10.2016 at 4:49 pm

10879611.1 Variation of the conditions of the land covenant created by Easement Instrument 8010494.6 - 17.8.2017 at 9:31 am



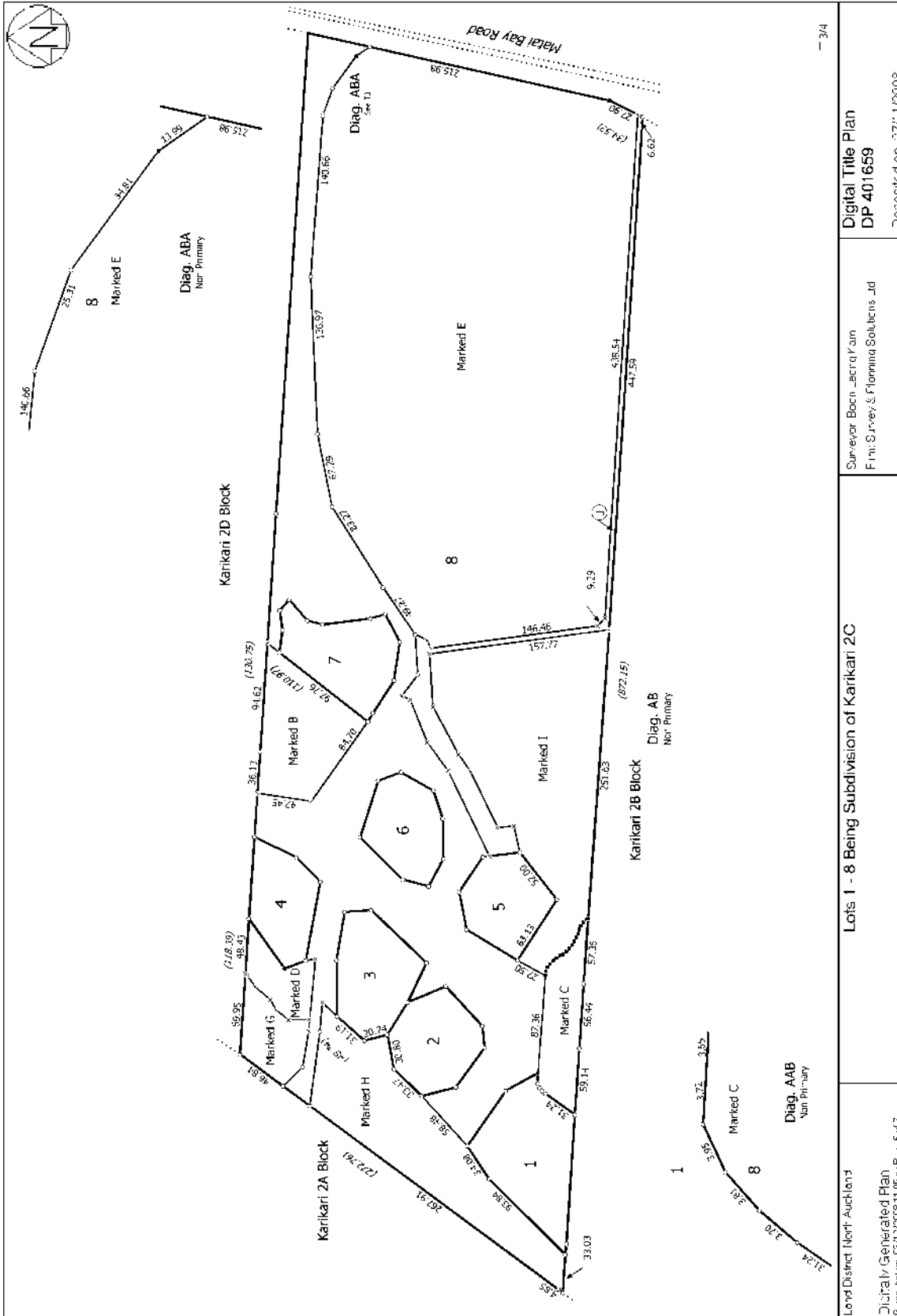
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Land District North Auckland Digitally Generated Plan Generated on: 03/12/2018 11:05am IP: 193.50.4.17	Lots 1 - 8 Being Subdivision of Karikari 2C	Surveyor Benoit Macfarlane Firm: Survey & Planning Solutions Ltd	Digital Title Plan DP 401659 Deposited on: 27/11/2008
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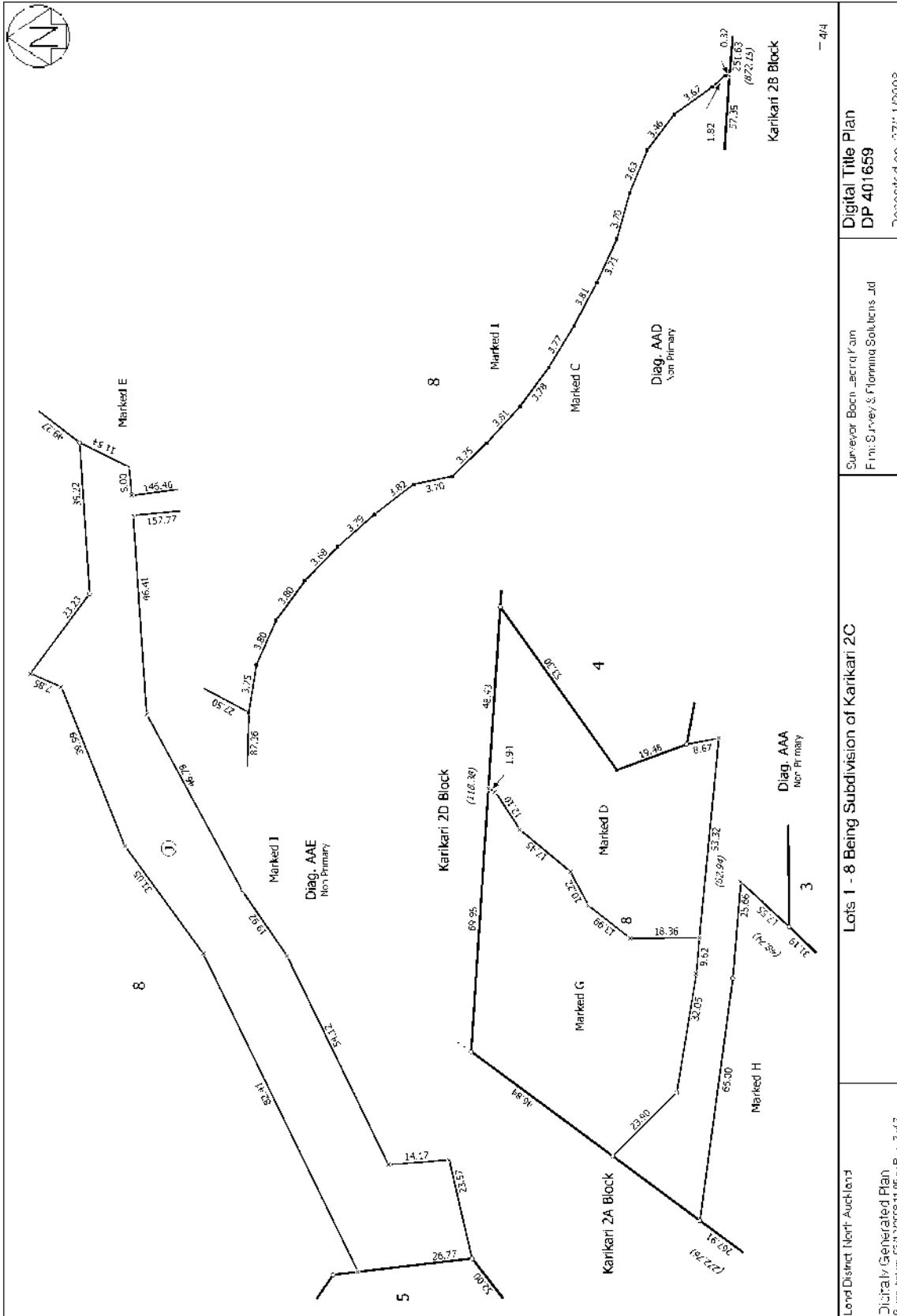
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<p>Land District North Auckland Digitally Generated Plan Generated on: 03/12/2018 11:05am P:\pays 5 of 7</p>	<p>Lots 1 - 8 Being Subdivision of Karikari 2C</p>	<p>Surveyor Boon _acraftain F:\n:\Survey & Planning Solutions Ltd</p>	<p>Digital Title Plan DP 401659 Deposited on: 27/1/2008</p>
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- 3/4

<p>Lord District North Auctioneers</p>	<p>Surveyor Boon _acraftain Fini_Survey & Planning Solutions Ltd</p>	<p>Lots 1 - 8 Being Subdivision of Karikari 2C</p>	<p>Digital Title Plan DP 401659</p>
<p>Digital Title Plan DP 401659</p>	<p>Deposited on 27/1/2008</p>	<p></p>	<p></p>



Surveyor Ben _acroftain
 F:_Survey & Planning Solutions Ltd
 Deposited on 27/1/2008

Digital Title Plan
 DP 401659

Lot 1 - 8 Being Subdivision of Karikari 2C

Land District North Auckland
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Far North
District Council

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Private Bag 752, Memorial Ave

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THE RESOURCE MANAGEMENT ACT 1991

SECTION 221 : CONSENT NOTICE

REGARDING RC 2070190
the Subdivision of Lots 1 - 8
Being Subdivision of Kaikari 2C.

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

PURSUANT to Section 221 and for the purposes of Section 224 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 is to be registered on the appropriate new titles.

SCHEDULE

1. All buildings on Lots 1 to 7 shall be sited to comply with the recommendations of the "Report on Suitability of Site for Subdivision - Matai Bay Road, Cape Karikari" prepared by *Haigh Workman Civil and Structural Consultants Ltd* (Ref 05 498) dated August 2006.
2. The stormwater and effluent disposal systems for all buildings on Lots 1 to 7 shall be designed, constructed and maintained in accordance with the recommendations of the "Report of Suitability of Site for Subdivision - Matai Bay Road, Cape Karikari" prepared by *Haigh Workman Civil and Structural Consultants Ltd* (Ref 05 498) dated 17 August 2006.

3. No building shall be erected on proposed Lots 1 to 7 without the prior approval of the Council to specific designs for foundations, prepared by a Chartered Professional Engineer (CPEng) with geotechnical expertise.
4. Management of activities of Lot 8, with respect to the natural wetland areas (as indicated by the attached drawing) is to be undertaken so that the natural range of water levels and the natural ecosystem of plants and animals they support do not change as a result of such activities.
5. All buildings within Lots 1 to 7 shall be finished in natural materials and/or colours with a reflectivity of less than 35%
6. If during the course of undertaking the sites works there is a discovery made of any archaeological find, or suspected find, the work on that portion of the site should cease immediately and the NZ Historic Places Trust and a representative of the relevant local iwi contacted. It is unlawful to modify damage or destroy an archaeological site without prior authority from the Trust under the Historic Places Act 1993 (All Lots).
7. No occupier of the land shall keep or introduce on to the site carnivorous or omnivorous exotic animals (such as ferrets, cats or dogs) which have the potential to be native bird predators. This prohibition includes the bringing of any such animals onto the site by visitors or contractors (All Lots).
8. Existing structural planting completed in accordance with "The Karikari 2C Block Development Project New Landscape Plan" prepared by *Ecoprojects Consulting Network Limited and David Wright Ecological Services* dated 28 September 2007, shall be managed in accordance with that plan (All Lots).
9. The owners of the Lots shall at all times comply with the requirements of the approved Management Plan submitted in accordance with Condition 2 (f) of Resource Consent 2070190 (Lots 1-8).

SIGNED

... 

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

DATE

23rd September 2008

RC 2070190

Land Registration District

North Auckland

Plan Number

DP 401659

Territorial Authority (the Council)

Far North District

Memorandum of Easements in Gross

Purpose	Shown	Servient Tenement	Grantee
Right to Convey Electricity	J	Lot 8 Hereon	Top Energy Ltd
Right to Convey Telecommunications & Computer Media	J	Lot 8 Hereon	Telecom NZ Ltd

Proposed QE II Open Space Covenant (Cultural Site) Schedule

Shown	Description	Area
B	Pt Lot 8 Hereon	7785m ²
C	Pt Lot 8 Hereon	4725m ²
D	Pt Lot 8 Hereon	2730m ²

Proposed QE II Open Space Covenant Schedule

Shown	Description	Area
E	Pt Lot 8 Hereon	12.4190ha
G	Pt Lot 8 Hereon	3380m ²
H	Pt Lot 8 Hereon	1.5360ha
I	Pt Lot 8 Hereon	2.6300ha



Order for new Computer Register

OCT 8010494.2 Order f

Cpy - 01/01, Pgs - 001, 26/11/08, 15:12



DocID: 313213676

To the Registrar - General of Land

Please issue a new computer register in the name of

MBR DEVELOPMENTS LIMITED

for

Lot(s)	Deposited Plan	Computer Register
1 and an undivided 1/7 share Lot 8	401659	405151
2 and an undivided 1/7 share Lot 8	401659	405152
3 and an undivided 1/7 share Lot 8	401659	405153
4 and an undivided 1/7 share Lot 8	401659	405154
5 and an undivided 1/7 share Lot 8	401659	405155
6 and an undivided 1/7 share Lot 8	401659	405156
7 and an undivided 1/7 share Lot 8	401659	405157

being ~~*all/balance/part~~ of the land included in Computer Register(s)

31A/1342

for NORTH AUCKLAND Registration District

Dated this 14 day of November 2008

[Redacted signature box]

[Solicitor for] the Registered Proprietor

*Delete as appropriate

Form D

Easement Variation instrument to vary Easement or Profit à prendre or Land Covenant

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

Grantor

MBR Developments Limited and Alta Trinity Limited

Grantee

MBR Developments Limited and Alta Trinity Limited

Variation of Easement, Profit à prendre or Covenant

The terms, covenants or conditions contained in the easement(s), profit(s) à prendre, or covenant(s) set out in Schedule A are hereby varied, negatived or added to, as set out in Schedule B.

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of Easement; Profit or Covenant	Creating Instrument number	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Covenant	8010494.6	405151 to 405157 (inclusive)	405151 to 405157 (inclusive)

Schedule B

Continue in Annexure Schedule, if required

See annexed Annexure Schedule pages 2 and 3

Insert instrument type

Easement Variation Instrument to vary Land Covenant

Continue in additional Annexure Schedule, if required

Subclauses 3.6.1 and 3.6.2 of the land covenant in Easement Instrument 801494.6 are revoked and replaced with the following:

3.6.1 Height Restriction: The maximum building height for any Improvement on each Lot (measured against Mean Sea Level) is:

- Lot 1: 17.00 metres
- Lot 2: 17.50 metres
- Lot 3: 18.70 metres
- Lot 4: 20.50 metres
- Lot 5: 22.00 metres
- Lot 6: 23.50 metres
- Lot 7: 28.00 metres.

3.6.2 These restrictions will allow buildings on the building platforms of approximately the following maximum heights (note: these heights are approximate only; all measurements must be taken from Mean Sea Level):

- Lot 1: 7.70 metres
- Lot 2: 5.00 metres
- Lot 3: 5.00 metres
- Lot 4: 5.00 metres
- Lot 5: 6.40 metres
- Lot 6: 7.50 metres
- Lot 7: 7.40 metres.

Insert instrument type

Easement Variation Instrument to vary Land Covenant

Continue in additional Annexure Schedule, if required

Dated 10 August 2017

Executed by MBR Developments Limited as Grantor and Grantee

By: R Sullivan:
Sole director

In the presence of

Christopher James Taylor
Solicitor
Auckland

Executed by Atarimity Limited as Grantor and Grantee

By: J A Best:
Sole director

In the presence of

Christopher James Taylor
Solicitor
Auckland

Karikari 2C Society Incorporated as Encumbrancee under Encumbrance 8010494.7 consents to the registration of the within variation of land covenant in easement instrument 8010494.6

Signed by Karikari 2C Society

R Sullivan – Chairperson

J. A. Best – Committee member

In the presence of

Name:
Address:
Occupation:

Christopher James Taylor
Solicitor
Auckland

KARIKARI 2B MANAGEMENT PLAN

Contents:

1. Management Plan
2. Resource Consent RC-2070190-RMVAVAR
3. Survey Plan
4. QE 11 Covenant
5. Land Covenant

APPROVED

KARIKARI 2B MANAGEMENT PLAN

1. Introduction

- 1.1 Condition 2(f) of Resource Consent RC-2070190-RMAVAR (attached as **Annexure 1**) - MBR Developments Limited requires that the consent holder:

Submit to the Council a Management Plan for the site, which shall bind all subsequent owners of the properties and include the following matters:

- *The conditions that will be imposed on all future owners to mitigate the effects of the built development;*
- *The rules governing the administration of the land and facilities owned;*
- *The nature and extent of landscape and screen planting that is to be carried out within the site and how this shall be maintained on an ongoing basis;*
- *Any limitations on the location and the extent of earthworks that may be carried out within the site;*
- *Any limitations regarding access to the beach;*
- *Any restrictions on keeping of animals or, other land use restrictions;*
- *The allocation of responsibilities for the construction and maintenance of the stormwater and wastewater disposal facilities;*

The Management Plan shall clearly distinguish those matters that are subject to consent notice and full support by the Council and those matters that are subject to agreement between the owners.

2. The Development

- 2.1 The Karikari 2C development consists of seven residential lots ranging in size between 4432 square metres and 8080 square metres, and one communal lot consisting of 24.486 hectares.
- 2.2 The development is situated at Matai Bay, with frontage onto Karikari Bay. It is accessed from Matai Bay Road.
- 2.3 A copy of the survey plan for the development, which is being submitted to Council for approval contemporaneously with this management plan, is

annexed as **Annexure 2**. In addition to providing a plan of the lots, the survey plan includes the areas that are to be subject to the QE 11 covenant.

- 2.4 The Karikari 2C development is a little unusual in that it contains community owned property, and in that the developer's philosophy is to create an ecologically sound development which takes into account the unique values associated with its coastal location.
- 2.5 In keeping with this philosophy the development has been structured in a manner that ensures substantial control over activities which can take place on the development.
- 2.6 Because the development includes a large area that is owned by all of the lot owners in common (lot 8 the *Community Property*) the developer must maintain statutory controls over and above those imposed by the Far North District Council (*FNDC*). In particular the provisions of the Securities Act 1986 must be complied with. The development has been structured to comply with the provisions of the Securities Act (Residential Property Developments) Exemption Notice 1999.
- 2.7 In order to preserve the historical and ecological features upon the development, the developer has had extensive consultations with the Queen Elizabeth the Second National Trust (*QE11 Trust*) and has agreed to register a QE11 covenant over a large part of the Community Property.
- 2.8 The ongoing management of the development will be achieved through a combination of mechanisms. Three different legal strategies will be used to ensure permanent compliance with FNDC conditions of the resource consent, and the developer's vision for the development. The mechanisms are as follows:

3. Consent Notices.

- 3.1 The following matters will be the subject of consent notices registered against titles within the development by FNDC (see paragraph 4(i) of the resource consent):
 - 3.1.1 Siting of all buildings;
 - 3.1.2 Storm water and effluent disposal systems;
 - 3.1.3 Approval of foundations of buildings;
 - 3.1.4 Management of activities on the community lot, and in particular management of water levels in wetland areas, and management of the natural ecosystem of plants and animals;
 - 3.1.5 Colours and reflectivity of buildings erected on the residential lots;
 - 3.1.6 Archaeological sites.

The Consent Notices are the legal vehicle for FNDC to exert permanent control over the development, in accordance with the conditions of the resource consent. In addition to the control exerted by the FNDC, there are further controls placed over the development by the QE 11 Trust, and the society of owners.

4. QE 11 Covenant

- 4.1 An Open Space Covenant will be registered over that part of Lot 8 shown as B, C, D, E, F, G, H, and I on the survey plan (*Heritage Area*) (see sheet T3/5 of the survey plan). Those areas constitute the majority of lot, and the majority of the entire development. The covenanted areas include areas of archeological and historical significance, and ecological character.
- 4.2 The covenant has been drafted by the QE11 Trust. Prior to drafting the covenant the QE11 Trust has carried extensive investigations of the covenanted land.
- 4.3 A copy of the QE11 covenant is annexed as **Annexure 3**. The covenant has been drafted by the trust to ensure proper ongoing management of the Heritage Area. Terms of the open space covenant bind all subsequent owners. The covenant states that its objectives are to:
 - 4.3.1 Protect and enhance the natural character of the land with particular regard to the indigenous flora and fauna;
 - 4.3.2 Maintain and enhance the landscape value of the land;
 - 4.3.3 Encourage where appropriate restoration of indigenous vegetation cover on the land to enhance the contribution the land makes to the indigenous biodiversity
 - 4.3.4 Prevent subdivision and future development of the land.

The QE11 covenant provides for the QE11 Trust to have an ongoing role in the supervision and management of the Heritage Area.

- 4.4 One of the effects of the QE11 Covenant is to limit vehicular access to the residential sites over the Community Lot. Vehicular access cannot take place over any part of the Heritage Area, which therefore limits vehicular access to those parts of lot 7 north of the areas marked I and E (but excluding areas G and D and B).
- 4.5 The QE 11 Covenant places extensive restrictions upon the use to which the Heritage area can be put. These are contained in clause 2.2 of the QE11 Covenant. In particular owners are restricted from:
 - Removing native vegetation
 - Planting exotic vegetation
 - Disturbing the ground

- Construction buildings or signs
- Depositing rubbish
- Allowing livestock on the Heritage areas.

It is noted that the imposition of the QE11 Covenant was not a requirement of the resource consent, and was a voluntary matter instigated by the developer to assure the conservation of the development.

5. Land covenants imposed upon owners by the developer.

- 5.1 The developer will be registering a land covenant over all lots within the development. A copy of the Instrument creating the covenant is annexed as **Annexure 3**. The land covenant has the following principal purposes:
- 5.1.1 It creates an incorporated society for the purpose of ongoing management of the development and compliance with Securities Act requirements ;
- 5.1.2 It restricts the activities that maybe undertaken upon the residential lots and the Community Property.
- 5.1.3 It maintains controls over any buildings to be erected on the residential lots.
- 5.1.4 It imposes the landscape plan that was prepared for the resource consent on the owners.
- 5.2 The Land Covenant has a provision specifically requiring all Lot Owners to comply with this Management Plan.
- 5.3 A society, known as the Karikari 2C Society has been registered as an incorporated society pursuant to the Incorporated Societies Act 1908. All owners of lots on the development are to be members of the Society, and only owners will have voting rights. The Society is to take a long term registered lease of the Community Property from the owners. The Society is the vehicle by which owners manage the Community Property, and supervise the use of the residential lots by owners. The Land Covenant extensively prescribes the rights and powers of the Society.
- 5.4 The provisions of the land covenant are not intended to be enforced by the FNDC. The land covenant contains matters that complement the matters specified in the Consent Notices, and matters that are controlled by FNDC by way of bylaws and the provisions of relevant legislation, in particular the Resource Management Act, the Local Government Act, and the relevant district plan.
- 5.5 Some relevant provisions of the Land Covenant (as required by clause 2(f) of the resource consent) are as follows:

- 5.5.1 Restrictions upon what might be built upon the land, including architectural style, height restrictions, philosophy to be taken into account in design; approval of design and site development – clauses 3 and 4 (i.e. conditions that will be imposed upon future owners to mitigate the effect of built developments);
 - 5.5.2 The building envelopes on residential lots clause 3.4;
 - 5.5.3 Rules governing administration of the land and facilities – clause 5 - which explains the role of the Karikari 2C Society;
 - 5.5.4 Restrictions upon planting; maintenance and protection of vegetation – clauses 2.28-2.30; clauses 3.3 and 3.7; clause 4.2; clause 6.1.1 (d); clause 6.1.12. Please note that the planting obligations in clause 4.2.4 require any planting to be aligned with a landscape plan prepared by the developer. A copy of that plan is annexed as **annexure 4**;
 - 5.5.5 Limitations upon owners' rights to undertake earthworks – clauses 2.22.6;
 - 5.5.6 Limitations regarding access to the beach – 2.24.4;
 - 5.5.7 Restrictions upon land use and the keeping of animals, vehicles – clause 2 (and in particular clauses 2.1 to 2.21);
 - 5.5.8 Construction and maintenance of waste disposal and stormwater facilities – clauses 2.23.3 and 2.23.4; and 6.1.7;
 - 5.5.9 Maintenance of lots and landscaping – clauses 2.22; 2.27-2.30
 - 5.5.10 Use of lot 8 – the Community Property – clause 2.24.
 - 5.5.11 Vehicular access to the lots – clauses 2.24.4, 2.24.5. In addition to the restrictions imposed by the QE11 Covenant (which prevent any part of lot 8 that is subject to the QE11 Covenant from being used for vehicular access to the residential lots, the covenant restricts vehicular access to the area marked A on the attached the annexed diagram 20265 where existing access ways have been formed.
- 5.6 The Land Covenant is a covenant between the owners and the Society, which in turn is made up solely of the owners. Whilst the Land Covenants are for the benefit of the Owners and the Society, and can be enforced solely by the Society and the Owners, the restrictions imposed by the Land Covenant are substantial. In addition to the provisions of the Land Covenants, all lots are subject to the conditions imposed by the Consent Notices and the QE 11 Covenant.

The combination of consent conditions (controlled by FNDC), covenants contained in the QE 11 covenant (controlled by the QE 11 Trust), and covenants contained in the Land Covenant (controlled by the Karikari 2C Society and the Design Team (the developer and its architect), and the incorporation of the Karikari 2C Society, will

ensure the ongoing maintenance of an ecologically sound and culturally responsible development on a permanent basis.

SCHEDULE TO MEMORANDUM OF ENCUMBRANCE

REGISTERED PROPRIETOR:

LAND:

(a) Registration District

(b) Land

Area	Description	Title Reference
------	-------------	-----------------

SUBJECT TO AND TOGETHER WITH the easements covenants restrictions and conditions as set out on the title.

The sum of money is the sum of such Levies as shall be levied and fixed in each year during the continuance of the Land Covenants by Karikari 2C Society in respect of the land together with any other charges, in relation thereto as are fixed and made by Karikari 2C Society pursuant to the provisions of the Land Covenants to be raised and paid at the times and in the manner set out pursuant to the provisions of the Land Covenants and are notified by Karikari 2C Society to the registered proprietor from time to time

OPEN SPACE COVENANT

(Under section 22 of the Queen Elizabeth the Second National Trust Act 1977)

The QUEEN ELIZABETH THE SECOND NATIONAL TRUST ("the Trust") established by the Queen Elizabeth the Second National Trust Act 1977 ("the Act") is authorised by the Act to enter into agreed open space covenants over any private land MBR DEVELOPMENTS LIMITED ("the Covenantor") are registered as proprietors of an estate as set out in the Schedule of Land ("the Land") and have agreed to enter into an open space covenant on the Land with the Trust for the purpose and objectives set forth in Schedule 1.

The Covenantor and the Trust have mutually agreed:

- (a) To enter into this Deed in respect of the Land having regard to the purpose and objectives set out in Schedule 1 and subject to the terms and conditions set out in Schedule 2 and Schedule 3 of this Deed;
- (b) To comply with the terms and conditions set out in the Schedules and with every applicable provision of the Act;
- (c) The covenants and conditions contained in this Deed shall bind the Land in perpetuity;
- (d) That if any question arises in the management of the Land that is not clearly covered in the purpose and objectives or terms and conditions of this Deed, then that question shall be resolved by the Trust through the Chief Executive and the Covenantor in a manner that does not diminish the purpose and objectives or terms and conditions.

SCHEDULE 1

AGREED PURPOSE AND OBJECTIVES

The Covenantor and the Trust have mutually agreed the purpose of this Deed is to protect, maintain and enhance the open space values of the Land and to achieve the following particular objectives:

- (a) Protection and enhancement of the natural character of the Land with particular regard to the indigenous flora and fauna;
- (b) Maintenance and enhancement of the landscape value of the Land;
- (c) Encouraging where appropriate restoration of indigenous vegetation cover on the Land thereby enhancing the contribution the Land makes to the protection of indigenous biodiversity;
- (d) Protect the cultural values associated with the Land, and
- (e) Prevent subdivision and future development of the Land.

SCHEDULE 2

AGREED TERMS AND CONDITIONS

1. Interpretation and Declaration

1.1 In this Deed unless the context requires otherwise:

"the Board" means the board of directors of the Trust in terms of section 4 of the Act.
the "Covenantor" is the owner of the Land who enters into the agreement with the Trust by executing this Deed.

"Chief Executive" means the person appointed under section 18(1)(a) of the Act.

"Owner" means the person or persons who from time to time are registered as the proprietor(s) of "the Land".

"the Land" means the land as described in Schedule 4 and more particularly as shown on the plan annexed to this Deed.

1.2 In the event of any inconsistency between this Schedule and Schedule 3, Schedule 3 prevails.

1.3 The reference to any Act in this Deed extends to and includes any amendment to, or substitution for, that Act.

2. Appearance and Condition of the Land

2.1 No act or thing shall be done or placed or permitted to be done or remain upon the Land which in the opinion of the Board materially alters the actual appearance or condition of the Land or is prejudicial to the Land as an area of open space as defined in the Act.

2.2 In particular, on and in respect of the Land, except with the prior written consent of the Trust, or as outlined in Schedule 3, the Owner agrees not to:

- (a) Fell, remove, burn or take any native trees, shrubs or plants of any kind.
- (b) Plant, sow or scatter any trees, shrubs or plants or the seed of any trees, shrubs or plants other than local native flora.
- (c) Introduce any substance injurious to plant life except in the control of pests.
- (d) Mark, paint, deface, blast, move or remove any rock or stone or disturb the ground.
- (e) Construct, erect or allow to be erected, any buildings or undertake exterior alterations to existing buildings.
- (f) Erect, display or permit to be erected or displayed, any sign, notice, hoarding or advertising matter of any kind except for signs identifying the covenant or to indicate walking tracks that are or may be established on the Land.
- (g) Carry out any prospecting or exploration for, or mining or quarrying of any minerals, petroleum, or other substance or deposit.
- (h) Deposit any rubbish or other materials, except in the course of maintenance or approved construction, provided however that after the completion of any such work all rubbish and materials not wanted for the time being are removed and the Land left in a clean and tidy condition.
- (i) Allow any livestock on the Land.

- (j) Cause deterioration in the natural flow, supply, quantity or quality of any river, stream, lake, wetland, pond, marsh or any other water resource affecting the Land.
- 2.3 In considering any request by the Owner for an approval in terms of Clause 2.2, the Board will not unreasonably withhold its consent if it is satisfied that the proposed work does not conflict with the purpose and objectives of this Deed as contained in Schedule 1.
3. Management of the Land
- 3.1 The Trust will provide the Owner with technical advice or assistance as appropriate and practical to assist in meeting the purpose and objectives of this Deed.
- 3.2 To assist in achieving the purpose and objectives of this Deed, a management plan with particular emphasis on revegetation of the Land in indigenous species of plants shall be prepared by the Owner and the Trust and may be reviewed from time to time with a copy of the operative management plan being held by the Owner and the Trust.
4. Use of Land by Third Parties
- 4.1 If notified by any authority, body or person of an intention to erect any structure or carry out any other work on the Land, the Owner agrees:
- (a) to inform the authority, body or person of this Deed;
 - (b) to inform the Trust as soon as possible; and
 - (c) not to consent to the work being done without prior permission from the Trust.
5. Fences and Gates
- 5.1 The Owner shall keep all fences and gates on the boundary of the Land in good order and condition and will accept responsibility for all repairs and replacement except in the case of property boundary fences where the provisions of the Fencing Act 1978 shall apply.
6. Entry and Access
- 6.1 The Trust may through its officers, employees or agents enter upon the Land for the purpose of viewing the state and condition of the Land.
- 6.2 Members of the public, with the prior permission from the Owner, shall have freedom of entry and access to the Land provided:
- (a) The Owner shall have regard to the purpose and objectives of this Deed in considering any request for entry and access;
 - (b) The Owner shall have the sole right to determine whether or not any request for permission for entry and access should be granted due to specific management issues relating to the Land; and
 - (c) In granting consent or permission for entry and access the Owner may determine conditions of such entry and access including any requirement for the Owner or any occupier of the Land to be indemnified from and against any loss, damage or injury suffered by the Owner or any occupier as a consequence of any person entering onto the Land.
7. Pest Plants and Animals
- 7.1 The Owner shall continue to comply with the provisions of the Biosecurity Act 1993 and the Wild Animal Control Act 1977.

8. Fire

8.1 In the event of fire threatening the Land the Owner shall as soon as practical notify the appropriate Fire Authority.

9. Action for Benefit to the Land

9.1 The Owner or the Trust may at any time during the term of this Deed, by mutual agreement:

- (a) carry out any works or improvements, or
- (b) take any action either jointly or individually, or
- (c) vary the terms of this Deed to ensure the more appropriate preservation of the Land as open space in terms of the Act provided however any such variation is not contrary to the purpose and objectives of this Deed or section 22A of the Act.

10. Notices

10.1 Any consent, approval, authorisation or notice to be given by the Trust may be given in writing signed by the Chief Executive and delivered or sent by ordinary post to the last known residential or postal address of the Owner or to the solicitor acting on behalf of the Owner.

10.2 The Owner shall notify the Trust of any change in respect of ownership of all or any part of the Land and provide the Trust with the name and address of the new owner.

10.3 If before the registration of this Deed by the Registrar General of Land, the Owner wishes to sell or otherwise dispose of all or any part of the Land, the sale or disposition shall be made expressly subject to the terms and conditions contained in this Deed.

10.4 In the event of transfer of the Land to a company the covenants contained in this Deed shall bind a mortgagee in possession, receiver, Official Assignee, liquidator, statutory manager or statutory receiver to the fullest extent permitted by law.

SCHEDULE 3

SPECIAL CONDITIONS RELATING TO THE LAND

1. Naming
 - 1.1 The Covenantor and the Trust have mutually agreed the Land subject to this Deed shall be known as Matai Bay Foredune Covenant.
2. Beach Access
 - 2.1 The Owner may create a walking accessway across the Land to Karikari Bay.

SCHEDULE 4

SCHEDULE OF LAND

Land Registry:	NORTH AUCKLAND
Estate:	Fee Simple
Area:	B = 0.7785 hectares
	C = 0.4725 hectares
	D = 0.2730 hectares
	E = 12.4190 hectares
	G = 0.3380 hectares
	H = 1.5360 hectares
	I = 2.6300 hectares
Total Area	= 18.5470 hectares

Lot & D.P. No.
(other legal description)

Part Lot 8
DP 401659
BlockIV
Karikari Survey District

Part Computer Freehold Register: 405151 to 405157 (inclusive)

Land Registration District

North Auckland

Plan Number

DP 401659

Territorial Authority (the Council)

Far North District

Memorandum of Easements in Gross

Purpose	Shown	Servient Tenement	Grantee
Right to Convey Electricity	J	Lot 8 Hereon	Top Energy Ltd
Right to Convey Telecommunications & Computer Media	J	Lot 8 Hereon	Telecom NZ Ltd

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Shown	Description	Area
B	Pt Lot 8 Hereon	7785m ²
C	Pt Lot 8 Hereon	4725m ²
D	Pt Lot 8 Hereon	2730m ²

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Shown	Description	Area
E	Pt Lot 8 Hereon	12.4190ha
G	Pt Lot 8 Hereon	3380m ²
H	Pt Lot 8 Hereon	1.5360ha
I	Pt Lot 8 Hereon	2.6300ha

Dated this day of 2008

as Covenantor by:

MBR DEVELOPMENTS LIMITED

Director

Director

OPEN SPACE COVENANT

Pursuant to Section 22 of
the Queen Elizabeth the
Second National Trust
Act 1977.

Correct for the
purposes of the Land
Transfer Act.

MBR DEVELOPMENTS LIMITED
Covenantor

Chief Executive

AND

**THE QUEEN ELIZABETH THE
SECOND NATIONAL TRUST**

To conserve and enhance the character and quality of the Serviant Lots, the Transferor and the Transferee mutually covenant as follows:

1. DEFINITIONS

1.1 **Defined Terms.** Unless the context specifies or requires otherwise, the following words and phrases when used in this Deed shall have the meanings hereinafter specified:

<i>Ancillary Buildings</i>	includes garages and storage Buildings and Guest House
<i>Building</i>	means any structure (including a road, driveway or access way) other than: (a) a fence or wall less than 2 metres in height above Ground Level; or (b) any other structure less than 5 square metres in area and less than 2 metres in height above Ground Level.
<i>Commercial Activity</i>	The use of a Lot land and/or buildings within the Development for the display, offering provision sale or hire of goods equipment or services for payment, exchange or other consideration
<i>Committee</i>	means the Committee of the Society
<i>Community Property</i>	Lot 8 on Deposited Plan 401659 and all Improvements situated on that lot.
<i>Covenant</i>	this instrument, as it is amended or varied from time to time
<i>Cultural Sites</i>	the areas marked B, C, and D on Deposited Plan 401659
<i>Design Criteria</i>	the Design Criteria detailed in clause 3 of this Covenant
<i>Design Team</i>	MBR Limited and the project architect appointed by MBR Limited
<i>Diagram</i>	The diagram of Access Corridor and Building Envelopes annexed to this covenant and numbered 20265.
<i>Dwelling</i>	A Building or group of Buildings designed and occupied as a single self-contained household unit, whether by one or more persons, and includes normal accessory structures such as a garage, garden shed, glasshouse

	etc., and also includes Ancillary Buildings or one Guest House.
<i>Encumbrance or Memorandum of Encumbrance</i>	The Memorandum of Encumbrance to be entered into by the Transferee to secure the payment of the Levies by the Transferee to the Society under the terms of this Covenant (a draft of the Encumbrance is set out in the Schedule)
<i>Front</i>	that part of any Lot or of any Improvement which is nearest to or faces in the direction of the Access to that Lot.
<i>Ground Level</i>	finished ground level of a Lot as at the date of deposit of the Subdivision Plan creating that Lot.
<i>Guest House</i>	a single separate structure on the same Lot as a Dwelling, whether it is part of a Dwelling or a separate Building erected adjacent to a Dwelling, containing no more than one kitchen and/or one laundry.
<i>Heritage Area</i>	The areas marked B, C, D, E, F, G, H, and I on Lot 8 on Deposited Plan 401659 and all Improvements situated on that lot.
<i>Heritage Ponds</i>	those ponds situated within the Heritage Area, and includes any piping and pumps which convey water from one pond to another.
<i>Improvements</i>	every structure and all improvements of every type on a Lot, or the Community Property, whether temporary or permanent, including Buildings, Dwellings, sheds, patios, tennis courts, swimming pools, ponds, garages, paths, vehicle access ways, storage buildings, footpaths, gazebos, fences, gates, screening walls, retaining walls, stairs, decks, fountains, poles, letter boxes, signs, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, playground equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, towers, and facilities used in connection with water, sewage, gas, electric, telephone, regular or cable television, or other utilities and any earth modifications or excavation on the Lots.
<i>Landscape Plan</i>	The Karikari 2C Block Development Project New Landscape Plan dated 28 September 2007 by Ecoprojects Consulting Network Limited and David Wright Ecological Services.
<i>Karikari 2C Block</i>	means, the Lots and all Improvements, and the

	Community Property.
<i>Levy or Levies</i>	all Levies levied by the Society under this Covenant and the Society Rules.
<i>Lot</i>	a lot created as a result of subdivision of Karikari 2C Block; being any of Lots 1 to 8 Deposited Plan 401659.
<i>Lot Owner</i>	means the registered proprietor(s) of a Lot and where the context desires includes any tenant, lessee, licensee, visitor or invitee of a Lot Owner.
<i>Management Plan</i>	the management plan submitted in accordance with Resource Consent RC-2070190-RMAVAR
<i>Member</i>	any person holding shares in the Society.
<i>Mortgage</i>	any mortgage, deed of trust, or other security document secured over a Lot to secure the payment of a debt or other obligation.
<i>Mortgagee</i>	the holder of a Mortgage.
<i>Property Management Activities</i>	the repair, maintenance or upgrading of the Community Property, and Society Property, including the provision and maintenance of communal facilities and the planting of such trees, shrubs and other vegetation as the Society deems suitable for the enhancement of the Community Property.
<i>QE11 Covenant</i>	The Open Space Covenant 5/2/965 (under section 22 of the Queen Elizabeth the Second National Trust Act 1977) to be registered over the Heritage Area.
<i>Register of Members</i>	the book or register held by the Society to record the names and addresses of its Members.
<i>Residential Building Platform</i>	The building platforms for each of lots 1 to 7 (inclusive) identified on the Diagram;
<i>Resource Consent</i>	A resource consent issued pursuant to the Resource Consent Act 1991 permitting the creation of a lot or the construction of a Building or a Dwelling on a Lot.
<i>Society</i>	Karikari 2C Society Incorporated.
<i>Society Property</i>	all real or personal property now or in the future owned or leased by the Society.
<i>Society Restrictions</i>	the land covenants contained in this Covenant, as amended from time to time together with the Society Rules from time to time in effect.
<i>Society Rules</i>	the Rules of the Society, as amended from time to time.

Society Rules

rules adopted by the Society from time to time to manage and control matters and activities which the Society is authorised or required to deal with.

Subdivide

has the meaning ascribed to "subdivision of land" in Section 218(1) of the Resource Management Act 1991 including the creation of cross leases or units within the meaning of the Unit Titles Act 1972, and includes a licensing or parting of possession which has the effect of a permanent (whether de jure or de facto) parting of rights of possession of part of a lot or an interest in a lot.

Subdivision Plan

A survey plan of subdivision which creates a Lot.

1.2 In this Covenant:

- 1.2.1 the singular includes the plural, and vice versa.
- 1.2.2 *including* has no limiting effect;
- 1.1.10 references to a party approving or notifying or agreeing or objecting are doing so in writing;
- 1.2.3 references to statutes include amendments or replacements to that statute;
- 1.2.4 references to a person include individuals, companies, all partnerships, trusts,
- 1.2.5 organisations and all other entities; headings are inserted for ease of reference only and do not affect interpretation;

2. LIMITATIONS AND RESTRICTIONS

- 2.1 **Private Residential Use:** The Lots must be used solely for private residential purposes and no more than one Dwelling may be constructed on any Lot.
- 2.2 **Compliance with Management Plan;** All Lot Owners shall comply with the Management Plan at all times.
- 2.3 **Subdivision**
 - 2.3.1 Subject to sub clause 2.3.2 below, no Lot may be further divided or subdivided without the unanimous approval of all the Lot Owners. Approval may be given or withheld by a Lot Owner at that Lot Owner's entire discretion. Lot 8 shall not be able to be subdivided under any circumstances;

- 2.3.2 Sub clause 2.3.1 does not apply to a boundary adjustment which does not result in the creation of a greater number of separate titles than existed prior to the boundary adjustment.
- 2.4 **Resource Consent:** Construction of any Dwelling must be strictly in accordance with the conditions of the Resource Consent issued for Karikari 2C Block relating to the construction of Dwellings and Improvements on Karikari 2C Block.
- 2.5 **Businesses:** Commercial Activity must not be conducted on a Lot.
- 2.6 **Aircraft:** A Lot with the exception of the Heritage area may be used for the takeoff, storage, or landing of helicopters only but only for the purposes of travel to and from the lot.
- 2.7 **Insurance Rates:** Nothing is to be done or kept on the Lots that would increase the rate of public liability insurance or cause the cancellation of any such insurance for the Community Property without the prior approval of the Society.
- 2.8 **Signs:** No sign of any kind including signs advertising a Lot for sale or lease, are to be displayed to the public view except as may be required to be displayed by any statute or local by-law.
- 2.9 **Rubbish and Debris:** Rubbish or debris of any kind must not be placed or permitted to accumulate upon a Lot other than within covered containers, and odours must not be permitted to arise so as to render a Lot or any portion of that Lot unsanitary, unsightly, offensive, or detrimental to any other Lots or to their occupants. Refuse, garbage, and rubbish must be kept at all times in covered containers, and those containers must be kept within enclosed structures or otherwise appropriately screened from view. Open fires must not be made or allowed on any Lot outside a Dwelling except where the fire is located within an appropriate barbeque area or fitting and is not lit for the purpose of burning rubbish or debris, including vegetative matter.
- 2.10 **Noise:** Horns, whistles, bells, or other devices (other than security devices used exclusively for security purposes) must not be located, used, or placed on the Lots. No noise or other nuisance is to be permitted to exist or operate upon any portion of the Lots so as to be offensive or detrimental to any other Lot or to its occupants, including exterior speakers, unruffled motorcycles and motor scooters. Without limiting the generality of the foregoing, if any noise or nuisance emanates from a Lot, the Society may (but shall not be obliged to) enter that Lot and take such reasonable actions as are necessary to terminate the noise or nuisance (including silencing any burglar or security alarm).
- 2.11 **Construction of Improvements:** During the construction period each Lot Owner must keep the construction site on the Lot in a tidy condition and shall ensure that the construction site and the Improvements being erected thereon are sufficiently secure so that unauthorized persons are not permitted entry onto a Lot.

- 2.12 **Repair of Buildings:** All Improvements must at all times be kept in good condition and repair and adequately maintained. The opinion of the Society as to condition and repair is final.
- 2.13 **Alteration or Removal of Improvements:** Any alteration, remodelling, construction or reconstruction that alters or modifies the exterior appearance of any improvements must be approved by the Design Team and conform to the general design criteria.
- 2.14 **Drainage:** There must be no interference with the established drainage patterns of the Lots unless adequate provision is made for proper drainage and is approved by the Society.
- 2.15 **Hazardous Activities:** No activities may be conducted on the Lots or in the Improvements that are or might be unsafe or hazardous to any person or property, including the discharge of firearms or fireworks, or the disposal of hazardous materials
- 2.16 **Temporary Structures:** A tent, shed, caravan or other temporary Building, or structure must not be placed upon a Lot except with the approval of the Society; provided however, that temporary structures necessary for storage of tools and equipment during actual construction may be maintained with the prior approval of Society. Approval may include the nature, size, duration, and location of such structure.
- 2.17 **Mining and Drilling:** No portion of a Lot is to be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth provided that this clause does not apply to any communal water supply bore.
- 2.18 **Unightly Articles and Vehicles:** An article deemed unsightly by the Society must not be permitted to remain on a Lot so as to be visible from adjoining Lots, public or private thoroughfares or the Access Lot. Without limiting the generality of the foregoing:
- 2.18.1 trailers, graders, trucks larger than a one ton utility, boats, tractors, semi-trailers, campers, wagons, buses, motorcycles, motor scooters, gliders, aero planes, micro lights, hang-gliders, fuel storage tanks, rubbish bins, machinery, garden maintenance equipment and inoperable vehicles shall be kept at all times, except when in actual use, in enclosed structures, screened from view;
- 2.18.2 repair or maintenance work must not be done on any of the items listed in sub clause (a), or on any motor vehicle (other than minor emergency repairs) except in an enclosed garage or other structure;
- a) Service areas, storage areas and compost heaps, must be screened from view.
- b) Vehicles. Vehicles must not be parked on any part of the Heritage Area except in designated parking areas.

- 2.19 **Animals:** Karikari 2C Block and its environs contain significant native bird habitats, including habitats of endangered species. To minimise the disturbance to native birds, no dog, cat or mustalid shall be permitted to be kept on any Lot.
- 2.20 **Laundry:** Washing machines or dryers must not be placed on front porches or at the Front of any Lot. Clotheslines or other structures intended for drying laundry must be located so as to be screened from view from any adjoining Lot. Laundry must not be draped over plants, trees or fences anywhere on a Lot.
- 2.21 **Banners, Streamers and Flags:** No flag, banner or streamer may be raised or displayed upon a Lot.
- 2.22 **Owners' Responsibility for Maintenance.**
- 2.22.1 **Maintain Improvements:** Each Lot Owner must maintain and keep in good state of repair the exterior of all Improvements and the grounds and landscaping on the Lots must be kept trim and tidy.
- 2.22.2 **Society may require maintenance:** Should the exterior of any Improvements or grounds and landscaping not be maintained in a manner that the Society deems desirable to preserve the appearance and value of the Lots, the Society may notify the Lot Owner of the work required and request that it be done within ninety (90) days from the giving of such notice.
- 2.22.3 **Society may carry out maintenance:** In the event that such work or maintenance is not completed within the period provided for in sub clause 2.22.1, or any extended period which may be agreed by the Society, the Society may (but is not obliged to) cause such work to be done. The Lot Owner is personally liable for the costs of such work. If the Lot Owner fails to pay those costs and expenses upon demand, those costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of two percent (2%) per month) shall be added to the Levy chargeable against that Lot. Alternatively the Society may impose a penalty of \$100 dollars per day until the work is completed.
- 2.22.4 **Payment for Maintenance:** Any amounts added to the Levy chargeable to the Lot pursuant to sub clause 2.22.3 shall be secured by the Memorandum of Encumbrance referred to in this Covenant for Levies and may be collected by any means provided in this Covenant for the collection of Levies, including enforcement of that Encumbrance against the Lot, or any other remedies as are applicable to an Encumbrance under the Land Transfer Act 1952 and the Property Law Act 2007.
- 2.22.5 **Completion of Construction:** For the purposes of this clause, if the construction of a Building or Dwelling commences, and is not completed to the extent of completion of all exterior cladding within twenty four months of the date construction started, the Lot Owner shall be deemed to be in breach of sub clauses 2.22.1 and 2.22.2 above and may be required to complete the

Building or Dwelling to the stage of completion of all exterior cladding. This time may be extended with written approved by the Society.

2.22.6 **Liability for Damage to Heritage Area.** A Lot Owner must not in any way alter, modify, add to, or otherwise perform any work whatsoever upon the Community Property without the prior approval of the Society. A Lot Owner is liable to the other Lot Owners, or where applicable, the Society for all damages to:

- a) The Community Property;
- b) any Improvement constructed upon any Lot, the maintenance of which has been assumed by the Society, where that damage is caused by the neglect misuse or negligence of that Lot Owner, the full cost of all repairs of that damage is a Levy chargeable to the Lot secured by the Encumbrance against the Lot and collectable in the same manner as collection of Levies.

2.23 Compliance with Society Restrictions.

2.23.1 **Failure to Comply:** All Lot Owners must comply strictly with the Society Restrictions. Failure to comply with any of the Society Restrictions constitutes a violation of this Covenant and gives rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Society.

2.23.2 **Society may remedy default:** Without limiting any rights or powers of the Society set out in this Covenant, the Society may (but is not obliged to) remedy or attempt to remedy any violation of any of the Society Restrictions. The Lot Owner in default is personally liable to the Society for all costs and expenses of effecting (or attempting to effect) such remedy. If the Lot Owner fails to pay those costs and expenses upon demand, those costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate or if there is no such maximum lawful rate at the rate of two percent (2%) per month), shall be added to and deemed part of the Levy chargeable to the Lot.

2.23.3 **Water Supply Systems:** The water supply system must be constructed and maintained in strict accordance with the requirements of the Far North District Council and of the Society. All water tanks shall be underground to the extent of 90%.

2.23.4 **Sewage Disposal System:** Each Lot is to have its own sewerage disposal system that is to be ecologically sound, and comply with all current recommended guidelines and best management practice.

2.23.5 **Butane and Fuel Tanks:** Butane or fuel tanks or other structures or facilities for the storage of combustible fuel (other than for gas grills or heating) must not be placed or maintained on a Lot unless approved by the Society and the

Far North District Council. All such tanks must be screened from view from the Lots, and the Community Property.

- 2.23.6 **Swimming Pools:** Any swimming pool (as defined in the Fencing of Swimming Pools Act 1987) on the Lots must comply with any applicable regulations concerning swimming pool enclosure requirements, particularly the Fencing of Swimming Pools Act 1987. The pool shall be well maintained and filtration equipment noise shall not be intrusive.
- 2.23.7 **Air conditioning Units:** Window air conditioning units are not permitted. Any split phase air conditioning units must be screened from view and no condenser units shall be placed on any roof.
- 2.23.8 **Relocated Buildings:** A relocated building (including any building transported in substantially built up form) must not be erected, placed or constructed on a Lot.
- 2.23.9 **Fences:** Fencing is only permitted around those parts of the Lots that constituted the exterior boundary of Karikari 2C Block and within the Heritage Area as designated by Society.

2.24 Use of Community Property

- 2.24.1 **Comply with Rules:** All Lot Owners own the Community Property jointly and shall enjoy the use of the Community Property equally subject to the terms of the Society Rules, the provisions of this Covenant, the future resolutions and decisions of the Committee Members and Members of the Society, and the management plan.
- 2.24.2 **No Buildings:** The Community Property is to be used for providing access and services to the Lots (including the installation, where appropriate, of water tanks for the use of adjacent Lots), and for the general recreational use of the Lot Owners. No Buildings are to be erected on the Community Property other than those allowed by the Society.
- 2.24.3 **Access:** A Lot Owner has a right of access to and enjoyment of the Community Property together with any facilities on the Community Property, which is to be appurtenant to and passes with the title to the Lot, subject to any restrictions outlined in this Covenant, and to the following restrictions and reservations:
- 2.24.4 **Use of Vehicles:** Vehicles are only to be used upon the formed accessway on area A on the Diagram. No vehicle shall be used off a formed accessway except for the purpose of construction or essential repairs. The access way to Karikari beach shall be used for pedestrian access only. No vehicle shall be taken from that part of the access way between Lots 3 and 4 over the boundary of Karikari 2A. Vehicles may be parked in the formed car park. The accessway is not to be used for the launching of boats or the passage of vehicles.

- 2.24.5 **No change of accessway:** There shall be no variation of the accessway or new accessway created outside of the area marked A on the Diagram.
- 2.24.6 **Suspension of Rights:** The Society may suspend a Lot Owner's rights for any period during which any Levy payable by that Lot Owner remains past due, and for any period during which the Lot Owner is in violation of the Society Restrictions and/or Society Rules;
- 2.24.7 **Services:** The Society may dedicate any part of the Community Property for services on conditions as may be determined by the Society.
- 2.24.8 **Regulations:** The Society may make reasonable rules and regulations regarding the use of the Community Property and facilities located on the Community Property by the Lot Owners and other persons entitled to such use.
- 2.24.9 **Risk:** Access and enjoyment of the Community Property is at the Lot Owner's own risk.
- 2.24.10 **Cultural Sites:** No person shall enter the Cultural Sites without the express permission of the Committee.
- 2.25 **Ponds:** Neither the Society nor any individual Lot Owner may increase or reduce the size of any Pond on the Community Property nor alter any such Pond without the consent in writing of the Society in the case of an individual Lot Owner, or in the case of the Society, a written resolution of the Committee.
- 2.26 **Insurance.** A Lot Owner must maintain insurance on the Improvements located on the Lot, providing fire and all risks cover and all other coverage in the kinds and amounts usually required by lending institutions for Improvements similar in construction, location and use. Those insurance policies must be for the full replacement value of the Improvements constructed upon the Lot. Payment of the premium for the insurance policies is the responsibility of the Lot Owner.
- 2.27 **Restoration.** In the event of fire or other destruction the Lot Owner must promptly repair, restore or remove any damaged or destroyed Improvements.
- 2.28 **Structural Planting.** Existing structural planting shall not be felled unless it is dead, diseased or dangerous, as defined by a qualified arborist. Any structural planting that is removed shall be replaced by a tree of the same species and a minimum height of 3.0 metres at the time of planting.
- 2.29 **No Planting.** No trees, shrubs or other plants may be planted or allowed to grow on any Lot outside the Residential Building Platform on that Lot, provided that this clause does not apply to or restrict structural planting required or allowed to be carried out by Resource Consent or the QE11 Covenant or approved by the Society and Design Team.
- 2.30 **Other Growth.** A Lot Owner must not allow any of the following specified species to grow on their Lot

All exotic palm species (includes Kermadec and all non-mainland nikau)

All exotic fern species

<i>Acacia</i> spp.	all acacia/wattles
<i>Acaena agnipila</i>	sheep's bur
<i>Acmena smithii</i>	monkey apple
<i>Agapanthus praecox</i> & cultivars	agapanthus
<i>Agave</i> spp.	agave
<i>Ailanthus altissima</i>	tree of heaven
<i>Alocasia brisbanensis</i>	elephant's ears
<i>Alternanthera philoxeroides</i>	alligator weed
<i>Andropogon virginicus</i>	broomsedge
<i>Anredera cordifolia</i>	mignonette vine
<i>Araujia sericifera</i>	moth plant
<i>Arctium minus</i>	burdock
<i>Artistea ecklonii</i>	aristea
<i>Arundo donax</i>	giant reed grass
<i>Asparagus asparagoides</i>	smilax
<i>Asparagus densiflorus</i>	bushy asparagus
<i>Asparagus scandens</i>	climbing asparagus
<i>Austrostipa rudis</i>	needle grass
<i>Baccharis halimifolia</i>	baccharis
<i>Banksia integrifolia</i>	coastal banksia
<i>Bartlettina sordida</i>	bartlettina
<i>Berberis darwinii</i>	Darwins barberry
<i>Berberis glaucocarpa</i>	barberry

<i>Bomarea alstromeria</i>	climbing alstromeria
<i>Buddleja davidii</i>	buddleia
<i>Byronia cretica</i>	white bryony
<i>Calicotome spinosa</i>	spiny broom
<i>Calluna vulgaris</i>	heather
<i>Calotis lappulacea</i>	bur daisy
<i>Cardiosperma grandiflorum</i>	balloon vine
<i>Cardiospermum halicacabum</i>	small balloon vine
<i>Carduus acanthoides</i>	plumeless thistle
<i>Carduus nutans</i>	nodding thistle
<i>Carpobrotus edulis</i>	ice plant (South African)
<i>Carthamus lanatus</i>	saffron thistle
<i>Caulerpa taxifolia</i>	caulerpa
<i>Celastrus orbiculatus</i>	climbing spindleberry
<i>Ceratophyllum demersum</i>	hornwort
<i>Cestrum nocturnum</i>	queen of the night
<i>Cestrum parqui</i>	green cestrum
<i>Chondrilla juncea</i>	skeleton weed
<i>Chrysanthemoides monilifera</i>	boneseed
<i>Clematis spp.</i>	exotic clematis (any non-native species)
<i>Clematis vitalba</i>	old man's beard
<i>Cobaea scandens</i>	cathedral bells
<i>Conium maculatum</i>	hemlock
<i>Cortaderia jubata</i>	purple pampas
<i>Cortaderia selloana</i>	pampas grass

<i>Cotoneaster</i> spp.	all cotoneaster species
<i>Crataegus monogyna</i>	hawthorn
<i>Cyathea cooperi</i>	lacy tree fern
<i>Cyperus rotundus</i>	nutgrass
<i>Cytisus scoparius</i>	exotic broom
<i>Dipogon lignosus</i>	mile-a-minute
<i>Egeria densa</i>	egeria
<i>Elaeagnus xreflexa</i>	elaeagnus
<i>Erica lusitanica</i>	Spanish heath
<i>Erigeron karvinskianus</i>	Mexican daisy
<i>Eriobotrya japonica</i>	loquat
<i>Erythrina x syesii</i>	coral/flame tree
<i>Euonymus japonicus</i>	Japanese spindle tree
<i>Ficus macrophylla</i>	Moreton Bay fig
<i>Ficus rubiginosa</i>	Port Jackson fig
<i>Galega officinalis</i>	goat's rue
<i>Galeobdolon luteum</i>	artillery plant
<i>Geitonoplesium cymosum</i>	scrambling lily
<i>Glyceria maxima</i>	sweet grass
<i>Gymnocoronis spilanthoides</i>	Senegal tea
<i>Hedera helix</i>	ivy
<i>Hedychium flavescens</i>	yellow ginger
<i>Hedychium gardnerianum</i>	kahili ginger
<i>Heracleum mantegazzianum</i>	giant hogweed
<i>Homalanthus populifolius</i>	Queensland poplar

<i>Homeria collina</i>		cape tulip
<i>Houttuynia cordata</i>		houttuynia/chameleon plant
<i>Hydrilla verticillata</i>		hydrilla
<i>Hydrocleys nymphoides</i>		water poppy
<i>Hypericum androsaemum</i>		tutsan
<i>Hypericum perforatum</i>		st john's wort
<i>Ipomoea indica</i>		blue morning glory
<i>Iris foetidissima</i>		stinking iris
<i>Iris pseudacorus</i>		yellow flag
<i>Jasminum humile</i>		Italian jasmine
<i>Jasminum polyanthum</i>		jasmine
<i>Lagarosiphon major</i>		lagarosiphon
<i>Lantana camara</i> var. <i>aculeata</i>		lantana
<i>Leycesteria formosa</i>		Himalayan honeysuckle
<i>Ligustrum lucidum</i>		privet - tree
<i>Ligustrum sinense</i>		privet - Chinese
<i>Lonicera japonica</i>		Japanese honeysuckle
<i>Lophospermum erubescens</i>		climbing gloxinia
<i>Ludwigia</i>	<i>peplodes</i>	willow primrose
subsp. <i>montevidensis</i>		
<i>Ludwigia peruviana</i>		water primrose
<i>Lycium ferocissimum</i>		boxthorn
<i>Lycopus europeaus</i>		gypsywort
<i>Lythrum salicaria</i>		purple loosestrife
<i>Marsilea mutica</i>		nardoo
<i>Melianthus major</i>		cape honey flower

<i>Myrica faya</i>	fire tree
<i>Myoporum insulare</i>	Tasmanian ngaio
<i>Myriophyllum aquaticum</i>	parrot's feather
<i>Nassella neesiana</i>	Chilean needle grass
<i>Nassella tenuissima</i>	Mexican feather grass
<i>Nassella trichotoma</i>	nassella tussock
<i>Nephrolepis cordifolia</i>	tuber ladder fern
<i>Nuphar lutea</i>	yellow water lily
<i>Nymphaea mexicana</i>	Mexican water lily
<i>Nymphoides geminata</i>	marshwort
<i>Nymphoides peltata</i>	fringed water lily
<i>Ochna serrulata</i>	mickey mouse plant
<i>Olea europea</i>	African olive
<i>Osmunda regalis</i>	royal fern
<i>Oxylobium lanceolatum</i>	oxylobium
<i>Pandorea pandorana</i>	wonga wonga vine
<i>Panicum maximum</i>	Guinea grass
<i>Paraseriathes lophantha</i>	brush wattle
<i>Passiflora caerulea</i>	blue passion flower
<i>Passiflora edulis</i>	passionfruit
<i>Passiflora mollissima, P. mixta</i>	banana passionfruit
<i>Pennisetum alopecuroides</i>	chinese pennisetum
<i>Pennisetum latifolium</i>	Uruguay pennisetum
<i>Pennisetum macrourum</i>	African feather grass
<i>Pennisetum setaceum</i>	fountain grass

<i>Pennisetum villosum</i>	feathertop
<i>Persicaria perfoliata</i>	devil's tail
<i>Phragmites australis</i>	phragmites
<i>Pinus spp.</i>	all pine trees
<i>Pittosporum undulatum</i>	sweet pittosporum
<i>Plectranthus ciliatus</i>	plectranthus
<i>Plectranthus grandis</i>	blue spur flower
<i>Plectrathus ecklonii</i>	blue spur flower
<i>Polygala myrtifolia</i>	sweet pea shrub
<i>Pandorea pandorana</i>	wonga wonga vine
<i>Prunus campanulata</i>	Taiwan cherry
<i>Prunus serotina</i>	rum cherry
<i>Psidium cattleianum</i>	purple guava
<i>Psoralea pinnata</i>	dally pine
<i>Reynoutria sachalinensis</i>	giant knotweed
<i>Rhamnus alaternus</i>	rhamnus (evergreen buckthorn)
<i>Rhododendron ponticum</i>	rhododendron
<i>Rosa rubiginosa</i>	sweet briar
<i>Rubus fruticosus</i>	blackberry
<i>Sagittaria graminea</i> spp. <i>platyphylla</i>	sagittaria
<i>Sagittaria montevidensis</i>	arrowhead
<i>Salix cinerea</i>	grey willow
<i>Salix fragilis</i>	crack willow
<i>Salvinia molesta</i>	salvinia
<i>Saururus cernuus</i>	lizard's tail

<i>Schinus terebinthifolius</i>	Christmas berry
<i>Selaginella kraussiana</i>	African clubmoss
<i>Senecio angulatus</i>	cape ivy
<i>Senecio mikanioides</i>	German ivy
<i>Senecio petasitis</i>	velvet groundsel
<i>Setaria palmifolia</i>	palm grass
<i>Silybum marianum</i>	variegated thistle
<i>Solanum linnaeanum</i>	apple of Sodom
<i>Solanum marginatum</i>	white-edged nightshade
<i>Stipa spp.</i>	stipa
<i>Syzygium australe</i>	brush cherry
<i>Teline monspessulana</i>	montpellier broom
<i>Tradescantia fluminensis</i>	wandering Jew
<i>Tropaeolum majus</i>	nasturtium
<i>Tropaeolum speciosum</i>	Chilean flame creeper
<i>Tussilago farfara</i>	coltsfoot
<i>Urtica dioica</i>	perennial nettle
<i>Vallisneria spiralis</i> , <i>V. spiralis</i>	eelgrass
<i>Vinca major</i>	periwinkle
<i>Xanthium spinosum</i>	athurst bur
<i>Xanthium strumarium</i>	noogoora bur
<i>Yucca spp.</i>	yucca
<i>Zantedeschia aethiopica</i>	arum lily
<i>Zizania latifolia</i>	Manchurian wild rice

3. DESIGN CRITERIA AND APPROVAL PROCESS

3.1 **Purpose of Criteria:** The following Design Criteria are intended to protect the interest of all owners in protecting the character and philosophy of Karikari 2C Block.. The Design Criteria are additional to the requirements of the relevant District and Regional Plans and any resource consent granted to MBR Limited.

3.2 Karikari 2C Block Philosophy

3.2.1 **Premium Estate:** Karikari 2C Block is a premium residential estate. It is a master planned development designed to ensure that all owners enjoy both a private house estate site and the natural beauty of the whole property.

3.2.2 **Principal Objective:** Karikari 2C Block consists of a unique and relatively remote coastal environment. The principal objective of the development of Karikari 2C Block is to preserve the size and quality of its natural assets and make them available to a small group of owners to enjoy collectively.

3.2.3 **Ecologically Sound Development:** These criteria are intended to ensure that development of homes is maintained at a high standard, is ecologically sound and that Buildings contain design integrity that is sympathetic to the landscape and the character of Karikari 2C Block as a whole.

3.2.4 **Resource Consent:** Owners are required to comply with the provisions of the Resource Consent for the Karikari 2C Block subdivision and the Far North District Council District Plan and all other applicable requirements for Building developments. These criteria are not a substitute for those requirements and do not remove the need to comply with them.

3.3 **Site Development:** Overall co-ordination of design is important in creating a master planned development and in preserving the integrity and beauty of the natural landscape for all owners. Planting and landscaping are key elements in this process.

3.4 **Building Location:** All Dwellings and Buildings (other than accessways and fences) shall be erected within the Residential Building Platforms.

3.5 **Building Development and Design Control** In order to achieve the required standard in keeping with the Karikari 2C Block philosophy, a Design Team comprising representatives of MBR Limited and a project architect has been established.

3.6 General Design Criteria

3.6.1 **One storey only:** All buildings shall have only one storey above ground level. Buildings may have additional levels below ground level, provided that the height restriction in clause 3.6.2 is complied with.

3.6.2 **Height Restriction:** The maximum building height for any Improvement on each Lot (measured against Mean Sea Level) is:

- a) Lot 1: 13.00
- b) Lot 2: 15.00
- c) Lot 3: 17.00
- d) Lot 4: 19.00
- e) Lot 5: 22.00
- f) Lot 6: 23.50
- g) Lot 7: 27.00.

In the event of any conflict between the description of the height restriction specified in the Diagram, and this clause, the Diagram shall prevail.

3.6.3 **Aerials:** aerials and/or antennae for the purpose of telecommunications (excluding dish antennae) are permitted, and one aerial or antennae per Lot may exceed the maximum building height. One dish antenna up to 900mm diameter is permitted but not mounted above the roof line.

3.6.4 **Unobtrusive Design:** Buildings are to be of ecologically sound, unobtrusive design, and complementary to existing buildings upon site, and complementary to the coastal and cultural environment of Karikari 2C Block.

3.7 Landscape Architectural Guidelines

3.7.1 **Screening:** Screening and mitigation are to be provided by landscaping around each Dwelling and Residential Building platform. A range of design concepts may be adopted to provide further screening and absorption and will include:

- a) An integrated design solution for each that brings the landscaping into the built form of the Dwellings and Ancillary Buildings.
- b) **Foreground Planting:** Foreground plantings to provide further screening and to visually 'tie' the Dwellings to the landform.
- c) **Mounding:** The use of mounding behind or in front of Dwellings for enhanced mitigation, screening and shelter from prevailing winds is not permitted.
- d) **Topography:** Taking advantage of the local topography to 'step' Buildings into the landscape or minor excavations to 'sit' them into the ground form, thus reducing perceived bulk, scale and height impacts is permitted.

4. BUILDING CONTROLS AND APPROVAL

4.1 **Restrictions upon Construction:** No Dwelling or other Improvements may be erected on any Lot unless:

4.1.1 **Designed by Registered Architect and Approved:** The Dwelling or other Improvements have been designed by a registered architect and approved by the Design Team and the landscape plan prepared pursuant to clause 4.2 has been approved by the Design Team provided that the Design Team may in its sole discretion approve Dwellings or other Improvements that deviate from the general design criteria set out in clause 3.6 where that deviation is, in the opinion of the Design Team, minor and the overall design of the Dwelling or other Improvements fulfils the overall design philosophy;

4.1.2 If the Dwelling or Improvements are to be erected upon a Residential Building Platform within the definition of part (b) of that term, the Residential Building shall prior to any Building or Dwelling being erected on that platform first be approved as to its final location and shape by the Design Team; and

4.1.3 **Fee for Approval:** On each occasion where the Design Team's approval is required pursuant to clause 4.1.1 or 4.1.2, the Design Team may charge a design approval fee which recovers the expenses of the design committee and takes into account the time taken to negotiate and obtain approval.

4.2 **Landscape Plan:** Prior to the construction of a Dwelling on any Lot the Lot Owner shall submit a landscaping plan for the Lot for the approval of the Design Team. The landscape plan shall be designed to meet the following:

4.2.1 **Fencing and Planting:** Illustrate compliance with fencing and planting covenants contained in this Instrument.

4.2.2 **Contours:** Landscaping including tree planting is to run with the contour and should be used to accentuate and enhance the landform.

4.2.3 **Screening:** Landscaping should be utilized to provide aesthetics, shelter and screening from adjacent properties and shall not be used to demarcate boundaries.

4.2.4 **Existing Planting:** Landscaping and planting shall be aligned with the existing character of planting established by the Landscape Plan.

4.2.5 **No Obstruction:** Planting shall not obstruct views from other Residential Building platforms.

5. SOCIETY

5.1 **Purpose:** The Society has been incorporated for the purpose of:

5.1.1 managing the Heritage Areas, the Community Property and other Society Property;

5.1.2 managing and maintaining the mutual access way on the Community Property;

5.1.3 ensuring compliance with this Covenant;

- 5.1.4 managing other elements of the management plan of Karikari 2C Block approved by the Far North District Council;
- 5.1.5 managing the Lot owners' obligations pursuant to the QE11 Covenant;
- 5.1.6 providing management services and facilities for the Lot Owners.
- 5.2 **Delegation of Authority:** The Society is vested with the powers prescribed by the law of New Zealand or set out in the Society Rules or in this Covenant.
- 5.3 **Membership:** Membership of the Society is appurtenant to and runs with ownership of the Lots. Membership in the Society may not be severed from the ownership of a Lot or in any way transferred, pledged, mortgaged or alienated except together with the title to the Lot.
 - 5.3.1 When conveying title to a Lot, the Lot Owner must notify that transferee of the Lot of such transferee's obligation to become a member of the Society and be bound by the Society Rules.
 - 5.3.2 joint registered proprietors are deemed to be one registered proprietor are all members of the Society, subject to the restrictions in clause 5.4.
- 5.4 **Voting Rights:** The right to cast votes and the number of votes which may be cast for election of Committee Members and on all matters to be voted on by the Members is calculated as follows:
 - 5.4.1 **One vote:** The owner of each Lot has one (1) vote for each Lot so owned. In no event is any Lot entitled to more than one (1) vote
 - 5.4.2 **All Owners are Members:** When more than one person owns any Lot, all those persons are Members. The vote of the senior who tenders a vote shall be accepted to be exclusion of the votes of the other joint holders. For this purpose seniority is determined by the order in which the names stand in the Register of Members, or, failing that, the order in which the names are recorded on the certificate of title for that Lot in the Land Registry Office. In no event does the vote for a Lot exceed the total share vote to which that Lot is entitled under this sub clause.
 - 5.4.3 **Suspension:** The right of any Member to vote shall be suspended by the Society for any period during which:
 - a) any Levy against a Member's Lot(s) remains past due;
 - b) the Member or such Member's Lot is in violation of the Society Restrictions;

6. DUTIES OF THE SOCIETY

- 6.1 **Duties:** Subject to, and in accordance with this Covenant and the Society Rules, the Society has and performs each of the following duties:
 - 6.1.1 **Management of Community Property**
 - a) **Ownership and Control.** To operate maintain and manage all Society Property including the Heritage Areas.

- b) **Repair and Maintenance.** To maintain in good repair and condition the Community Property and all Improvements, services, and Society Property, including all paths, vehicle access ways, security access gates (if any) on those access ways, and fences located within the Area.
- c) **Rates.** To pay all rates and other taxes and charges levied upon or with respect to the Society Property, to the extent that those taxes and charges are not levied directly upon the Lot Owners. The Society has all rights granted by law to contest the legality and the amount of those taxes and charges.
- d) **Landscape Plan.** To carry out and maintain landscaping on the Community Property in accordance with the Landscape Plan, and in accordance with the requirements of the QE11 Covenant.
- e) **Refuse.** Refuse disposal shall be the responsibility of the individual lot owner.
- f) **Insurance.** To obtain and maintain in effect policies of insurance that, in the opinion of the Society, are reasonably necessary or appropriate to carry out the Society's functions including:
 - i) insurance on the Improvements constructed upon the Community Property and the Society Property; and
 - ii) other insurances, including those policies of liability and property damage insurance as the Committee in its discretion deems necessary.

Insurance premiums for those policies are a heritage expense to be included in the Levies.

- 6.1.2 **Rules and Bylaws.** To establish from time to time Society Rules not in conflict with this Covenant, as it deems proper, covering any and all aspects of its functions, including the use and occupancy of Society Property.
- 6.1.3 **Records.** To keep books and records of the Society's affairs (including a Register of Members) and to make those books and records, together with current copies of Society Restrictions, available for inspection by the Lot Owners, Mortgagees, and insurers or guarantors of any Mortgagee upon request during normal business hours.
- 6.1.4 **Other.** To carry out and enforce all duties of the Society set out in the Society Rules and this Covenant.
- 6.1.5 **Facilities.** Provide management facilities and services to Lot Owners under contract for the maintenance of grounds, cleaning and general services.
- 6.1.6 **Legal and Accounting Services.** To retain and pay for legal and accounting services necessary or proper in the operation of the Society.

- 6.1.7 **Other Services to Lots.** To manage, operate and maintain the communal water disposal system and any other services (such as electricity, telecommunications, etc.) to the Lots.
- 6.1.8 **Society Property and Services.** To pay for water supply, landscaping, gardening, and all other utilities or services to, and all repair and maintenance of the Community Property and Society Property, including any recreational facilities, easements, access ways, rights-of-ways, parking areas, footpaths, paths, tracks, fences and ponds located within or upon the Community Property.
- 6.1.9 **Other Services and Properties.** To obtain and pay for any other property and services and to pay any other taxes or assessments that the Society or the Committee is required or permitted to secure or to pay for pursuant to applicable law or under the terms of the Society Restrictions.
- 6.1.10 **Heritage Area and Community Property.** To maintain and manage the Heritage Area, and maintain and/or construct Improvements or additions to the Community Property, subject to the terms of this Covenant and the QE11 Covenant and strictly in accordance with any Resource Consent. Without derogating from the generality of that, the Society may allow all or part of the Heritage Area to be fenced.
- 6.1.11 **Security Services.** To provide for, construct and maintain facilities for the provision of security regarding Karikari 2C Block.
- 6.1.12 **Landscaping.** To contract with the Lot Owners to manage and maintain the landscaping to a high standard including areas outside the Residential Building Platform within a Lot.

7. POWERS AND AUTHORITY OF THE SOCIETY

- 7.1 **Powers:** The Society has the powers of a society registered pursuant to the Incorporated Societies Act 1908 subject only to limitations upon the exercise of that power as are expressly set out in this Covenant or the Society Rules. Further it is authorised to perform all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of New Zealand or by this Covenant. Without in any way limiting the generality of the two preceding sentences, the Society has the following powers:

- 7.1.1 **Levies.** To levy Levies.

- 7.1.2 **Right of Entry.** At any time in an emergency without notice, or in a non-emergency after twenty four (24) hours written notice, to enter without being liable to the Lot Owner or any other person the Lots or Improvements, or to enter at any time without notice the Community Property, for the purpose of enforcing the Society Restrictions or for the purpose of maintaining or repairing any area, Improvement, or other facility or services to conform to the Society Restrictions. The expense incurred by the Society in connection with entry of a Lot and the maintenance and repair work conducted on that Lot is:

- a) a personal obligation of the Lot Owner;
- b) deemed to be a Levy against the Lot;
- c) to be secured by the Encumbrance (subject to any maximum sum specified) against the Lot entered upon; and
- d) to be enforced in the same manner and to the same extent as Levies.

7.1.3 **Right of Enforcement.** In its own name and on its own behalf or in the name of and on behalf of a Lot Owner, to commence and maintain legal action, or to restrain and enjoin any breach or threatened breach of the Society Restrictions. Further, it is authorised to settle claims, enforce the Encumbrance, and take all action as it deems necessary or expedient to enforce the Society Restrictions. Each Lot Owner indemnifies and holds harmless the Society, its officers, Committee Members, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Society's acts or activities under this clause (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Society's negligence in connection with any of them), except for those costs, losses, damages, expenses, liabilities, claims or cause of actions arising by reason of the Society's gross negligence or wilful misconduct. *Gross negligence* does not include simple negligence, contributory negligence or similar negligence short of gross negligence.

7.1.4 **Access.** To grant access to the Community Property to any person for the purpose of constructing, erecting, operating, or maintaining on, in or under the Community Property.:

- a) Access ways, footpaths, street lights, driveways, parking areas, tracks, and fences;
- b) lines, cables, wires, conduits, pipelines, or other devices for the supply of services;
- c) sewerage and water supply systems, storm water drainage systems, sprinkler systems, and pipelines;
- d) ponds and any other Improvements or facilities

Nothing set out above is to be construed to permit the use or occupancy of any Improvements or other facility in a way that would violate the applicable use and occupancy restrictions imposed on it by the Society or by a governmental authority.

7.1.5 **Manager.** To retain and pay for the services of a Manager to manage and operate the Society, including the Society Property and the Heritage Area, to the extent deemed advisable by the Committee. Additional personnel may be employed directly by the Society or by the Manager. To the extent permitted by law, the Society and the Committee may delegate any duties, powers, and functions to the Manager. By this Covenant, the Members of the Society release the Society and the members of the Committee from liability for any

omission or improper exercise by the Manager of any duty, power, or functions so delegated.

- 7.2 **Indemnity:** To the fullest extent permitted by law, but without duplication of (and subject to) any rights or benefits arising under the Society Rules, the Society indemnifies any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, or legal proceedings (whether civil, criminal, administrative, or investigative) by reason of the fact that person is or was a Committee Member, officer, , employee, servant, agent of the Society, against expenses (including legal fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with that action, or proceedings if it is found and determined by the Committee or a court that person:
- 7.2.1 acted in good faith and in a manner which that person reasonably believed to be in, or not opposed to, the best interests of the Society; or
 - 7.2.2 with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.
 - 7.2.3 The termination of any action, or legal proceedings by settlement, does not itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Society, or, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.
 - 7.2.4 The Committee may purchase and maintain insurance on behalf of any person who is or was an, officer, Committee Member, employee, servant, or agent of the Society, against any liability asserted against that person or incurred by that person in any such capacity, or arising out of the status of that person, whether or not the Society would have the power to indemnify such person against that liability under this Covenant or otherwise.
- 7.3 **Legal Proceedings:** The Society is authorised to initiate and pursue legal proceedings for the purposes of this Covenant for or on behalf of any or all of the Lot Owners.

8. LEVIES

- 8.1 **Levies:** The Transferee by entering into this Covenant covenants to pay to the Society those Levies as the Society determines from time to time. All Levies shall be fixed, established and collected from time to time as set out below.
- 8.2 **Use of Levies:** Levies levied by the Society must be used exclusively for the purposes of carrying out the purposes and obligations of the Society as stated in this Covenant or as otherwise provided in the Society Rules.
- 8.3 **Establishing the Levies:** Each financial year, the Society is to estimate the expenses to be incurred by it during the year in performing its functions including a reasonable provision for contingencies and appropriate replacement reserves and any surplus from the prior year's fund, capital costs in defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of any Improvement located on the Heritage Area or Society Property.

- 8.4 **Levying Levies:** Levies sufficient to pay those costs are then to be levied as provided in this Covenant. The level of Levies set by the Society is final and binding.
- 8.5 **Further Levies:** If the sums collected prove inadequate for any reason, including non-payment of any individual Levies, the Society may at any time, and from time to time, levy further Levies in the same manner. All Levies are due and payable by the Lot Owners to the Society during the financial year in equal monthly, quarterly, semi-annual, annual or other periodic instalments, as the Committee determines in its sole discretion, on or before the first day of the applicable period.
- 8.6 **Equal Levies:** Subject to the following sub clause, Levies must be levied equally in respect of each Lot so that each Lot contributes equally to the expenses incurred by the Society. This principle of equal contribution is not affected by any inequality in the undivided shares held by Lot Owners in the Community Property.
- 8.7 **Costs incurred by a Lot Owner:** Any expenses or costs incurred by the Society in respect of a particular Lot or arising from the action or inaction of a particular Lot Owner are to be levied as a Levy against that Lot and are payable by that Lot Owner.
- 8.8 **Late Charges:** If any Levy is in arrears, the Lot Owner may be required by the Society to pay a late charge including interest at up to 2% per month compounded monthly as the Committee may determine. That late charge (plus any reasonable handling costs) is to be a charge against the Lot to which the Levy relates and shall be added to that Levy.
- 8.9 **Lot Owners' Personal Obligation for Payment of Levies:** Levies are the personal and individual debt of the Lot Owner. No diminution or abatement of Levies is allowed for inconveniences arising from making of repairs or improvements to the Community Property. A Lot Owner is not exempted from liability for Levies through non-use of the Lot or the Community Property. If any Lot has more than one Owner, all of the Owners are jointly and severally liable.
- 8.10 **Limited Liability:** Subject to subclauses 8.10.1 and 8.10.2 below, no person is be liable for any Levies other than Levies incurred for the period during which that person or body is the registered proprietor of a Lot.
- 8.10.1 The registered proprietor of a Lot is liable for any outstanding Levies payable for any period prior to the date that person becomes a registered proprietor of a Lot, provided that this sub clause does not apply where that registered proprietor obtains written advice from the Society prior to becoming a registered proprietor of the Lot that no outstanding Levy is payable in respect of the Lot.
- 8.10.2 The registration of a transfer of a registered proprietor's interest in any Lot does not relieve the transferor from any liability arising prior to the date of registration of that transfer.
- 8.11 **Encumbrances to Secure Levies:** All sums assessed or charged in the manner provided in this clause but unpaid, together with all costs and expenses of collection (including reasonable legal fees), are to be secured by the Memorandum of Encumbrance For Securing A Sum of Money, are deemed to be Levies, and constitute a charge on or against the Lot covered by that Levy. The Encumbrance is to be in favour of the Society to secure the payment of Levies and is superior to all other liens and charges against the

Lot provided that the Society has the power to subordinate that Encumbrance to any other lien encumbrance or charge. That power is at the Committee's sole discretion. Any subordination must be supported by a unanimous resolution of the Committee.

- 8.12 **Restrictions on Rights and Powers:** The rights and powers which would normally accrue to and be enjoyed by the registered proprietor of a Lot in relation to any share in the Community Property owned by that registered proprietor or by the dominant tenement in relation to any easement registered against the title to a Lot are to be restricted as specified in this Covenant. In particular (without derogating from the generality of this clause) the right of a Lot Owner to:
- 8.12.1 use the Community Property arising as a consequence of that Lot Owner holding an undivided interest in the Community Property, as far as that right includes a right of vehicle access, is subject to clause 2.24.4.
 - 8.12.2 take and use water from the Karikari 2C Block water supply and/or any other water supply system servicing Karikari 2C Block is limited in accordance with any Society Rules established from time to time to ensure that all Lot Owners have fair and equal access to water supply.
 - 8.12.3 the lease of the Community Property to the Society.
- 8.13 **Construction Activities.** This Covenant is not to be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements, so long as such construction is pursuant to the written approval of the Society and Resource Consent.

9. NOTICES OF MORTGAGE

- 9.1 **Notice to Society.** If a Lot or any Improvement is mortgaged by the Lot Owner, the Lot Owner must notify the Committee, giving the name and address of the Lot Owner's Mortgagee. The Committee may, at its sole discretion, maintain such information in a book or record entitled *Mortgagees of Owners*.

10. DISPUTES

- 10.1 **Dispute Resolution:** Except where otherwise expressly provided, if any dispute or issue relating to the construction, meaning or effect of this Covenant or the rights and liabilities of a Lot Owner or Member arises:
- 10.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and
 - 10.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
 - 10.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period being agreed by the parties):

- a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
- b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or failing agreement to be appointed by the President for the time being of the Auckland District Law Society.

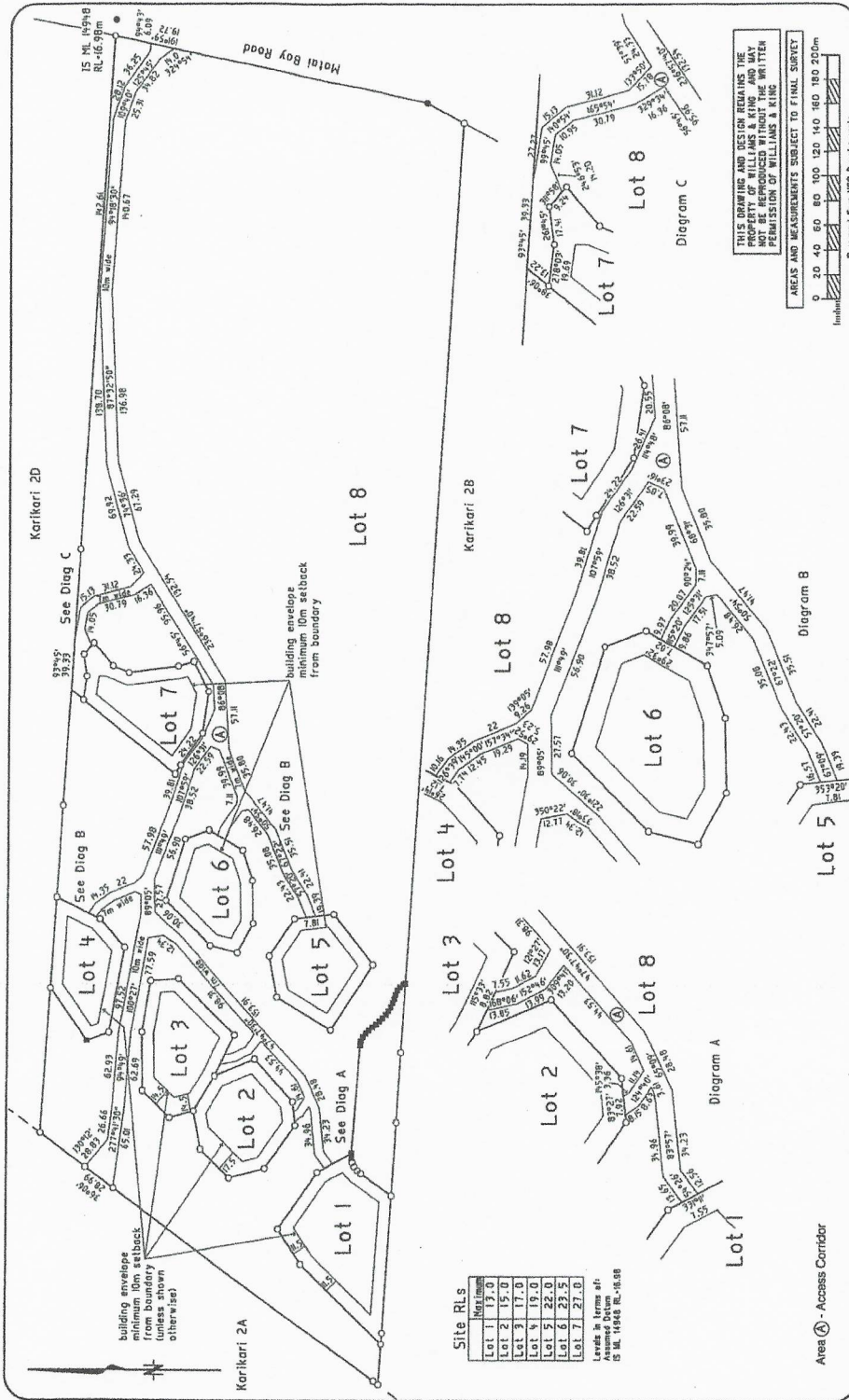
11. GENERAL PROVISIONS

11.1 **Notices.** A notice given by this Covenant must be in writing and may be delivered either personally or by post. If delivery is made by post, it is deemed to have been delivered on the tenth (10th) day (other than a Saturday, Sunday, or statutory holiday) after a copy of the notice has been deposited in the post, (postage prepaid), addressed to the Lot Owner at the address given by that Lot Owner to the Secretary of the Society for the purpose of service of notices, or to the residence located on the Lot or to the current rating address for that Lot as recorded in the Council's records if no address has been given to the Secretary of the Society. That address may be changed from time to time by notice given by the Lot Owner to the Society.

11.2 **Interpretation.** This Covenant is to be construed and governed under the laws of New Zealand.

ANNEXURE - THE DIAGRAM

(see next page)

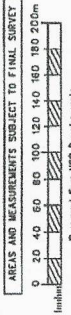


Site RLs

Lot	Min RL	Max RL
Lot 1	17.0	17.0
Lot 2	15.0	15.0
Lot 3	17.0	17.0
Lot 4	15.0	15.0
Lot 5	15.0	15.0
Lot 6	22.0	22.0
Lot 7	23.5	23.5
Lot 8	27.0	27.0

Levels in terms of:
 1: M. 1984 RL
 2: M. 1984 RL

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20265

SYDNEY	DATE	SCALE	ORIGNAL SHEET
1/1/2018	20/08/2018	1:2000	A2
DRW	SAE	SAE	SAE

Diagram of Access Corridor & Building Envelopes
 on Lots 1 - 8 DP 401659

WILLIAMS AND KING
 Registered Land Surveyors, Planners &
 Development Consultants
 27 Hobson Ave
 PO Box 937 Karikari
 Email: karikari@williamsandking.co.nz

SCHEDULE

DRAFT MEMORANDUM OF ENCUMBRANCE FOR SECURING A SUM OF MONEY

Section 101 Land Transfer Act 1952

The registered proprietor named and described in the Schedule hereto as proprietor of the land ("the land") described in the Schedule and desiring to render the land available for the purpose of securing to and for the benefit of **MBR MANAGEMENT LIMITED** at Auckland (hereinafter called "the Encumbrancee") the sum of money referred to in the Schedule ("the sum of money")

DO HEREBY ENCUMBER the said land for the benefit of the Encumbrancee with the sum of money to be raised and paid at the time and in the manner as the Encumbrancee shall decide pursuant to a Transfer creating Land Covenants dated day of 200 (hereinafter called "the Land Covenants") registered under No.

PROVIDED ALWAYS that the liability of any given registered proprietor hereunder is limited to obligations and liabilities accruing during their time as registered proprietor and ceases (except for any obligation or liability which has arisen during their time as registered proprietor) upon transfer of the land.

PROVIDED ALSO that if and whenever the obligations set out in the said Land Covenants shall have been duly and wholly complied with or shall by effluxion of time or otherwise become no longer enforceable then this Memorandum of Encumbrance shall be wholly discharged by the Encumbrancee.

AND SUBJECT as aforesaid the Encumbrancee shall be entitled to all the powers and remedies given to mortgagees and rent charges by the Land Transfer Act 1952 and the Property Law Act 1952.

IN WITNESS whereof these presents have been executed this day of 200

EXECUTED by the registered proprietor named and described in the Schedule hereto

(by the affixing of its seal) in the presence of:

Correct for the purposes of the Land Transfer Act 1952
Solicitor for the Encumbrancee

KARIKARI 2C BLOCK

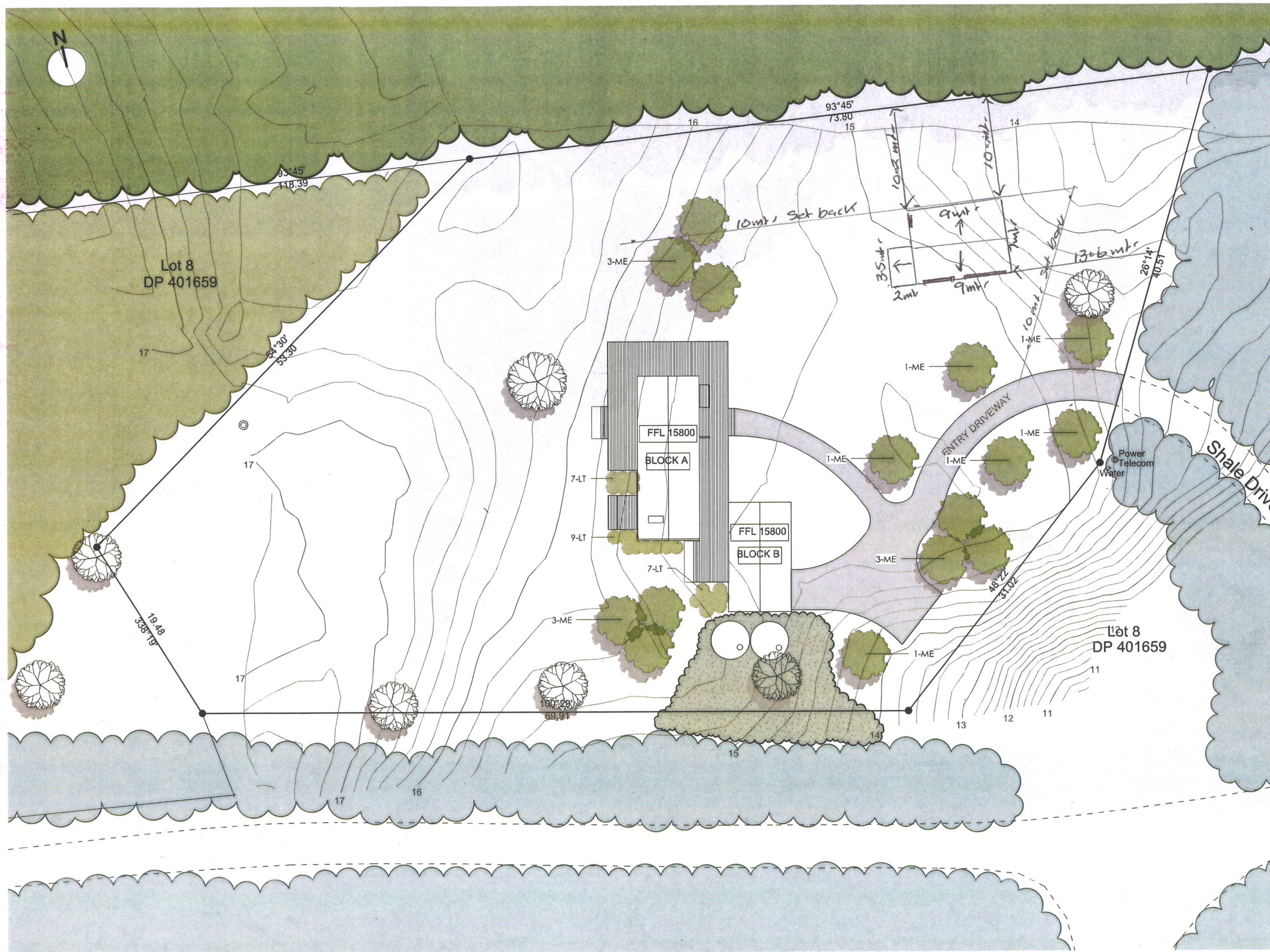
Management Plan

PEER REVIEW
REQUIRED FOR
LANDSCAPE PLAN
CONTAINED IN
"KARIKARI 2C BLOCK"
MGMT PLAN.

CHRISTOPHER TAYLOR
LAWYERS

SUPERSEDED

16-10-23 2-32 pm Landscape plan from Sheryl Handford.



LEGEND

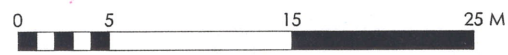
- Existing Pohutukawa Trees
- Proposed Pohutukawa Trees (Me)
- Foreground Planting - Lomandra Tanika (Lt)
- Proposed Integration Planting - Links into structural planting
- Existing Subdivision Structural Planting
- Back Dune Ecological Restoration Planting - Completed as part of subdivision development
- Existing Vegetation on Neighbouring Property

PLANT SCHEDULE - INTEGRATION PLANTING

Botanical Name	Common Name	Quantity	Size
Leptospermum scoparium	Manuka	10	PB 5
Griselinia littoralis	Kapuka	10	PB 5
Pittosporum crassifolium	Karo	10	PB 5
Pseudopanax lessonii	Five Finger	10	PB 5
Cordyline australis	Cabbage Tree	10	PB 5

PLANT SCHEDULE - TREES & FOREGROUND PLANTING

Code	Botanical Name	Common Name	Quantity	Size
Me	Metrosideros excelsa	Pohutukawa Tree	15	PB 95
Lt	Lomandra tanika	Lomandra Grass	23	PB 5



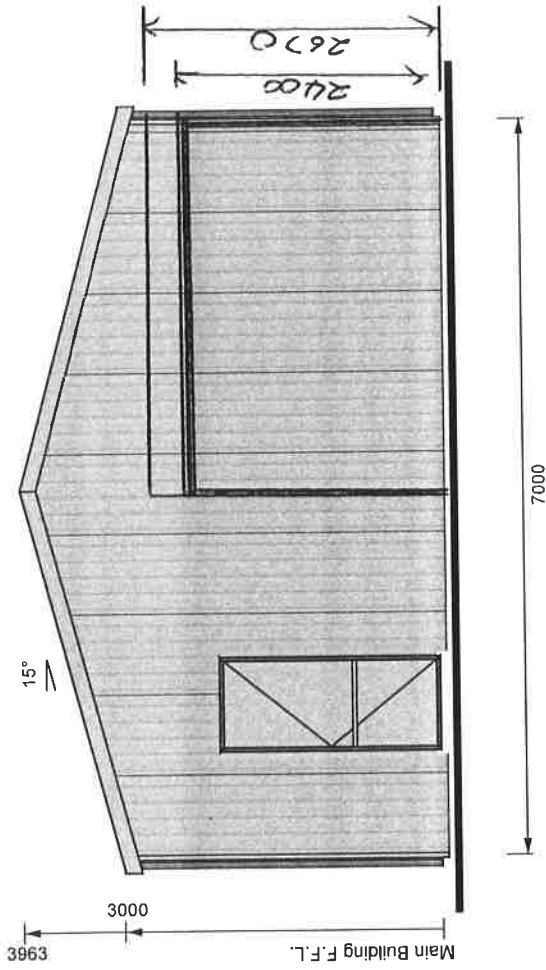
HAWTHORN
Landscape Architects

11.09.19

Landscape Planting Plan
Lot 4 Dwelling
MBR Developments

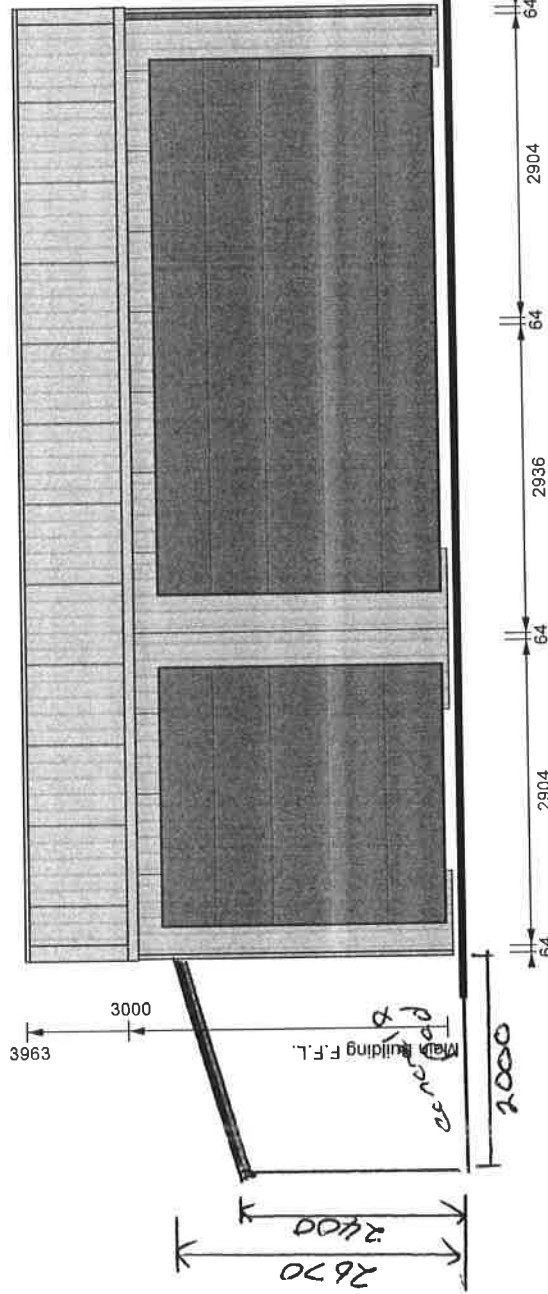
Scale	Drawn By
1:200 @ A1	DOL
Drawing #	Rev #
001	

1. This drawing is the property of Cleary Landscape Architecture Ltd and must not be used, copied or reproduced without prior written permission.
2. Contractors shall verify and be responsible for all dimensions on site.
3. Do not scale off this drawing.
4. Landscape Architect to be notified of any variations between on site dimensions and those shown on the plan. Cleary Landscape Architecture accepts no liability for unnotified changes to the details changes to the detail shown in these drawings.
5. All construction work based on these plans is to comply with relevant local authority regulations and all NZ building codes and standards.



VIEW 3

Roof - + 19763



VIEW 4

Scale: 1:72

Totalspan Far North - Kaitiaki
 138 North Road
 RD2
 0482
 09 408 2166
 FarNorth@totalspan.co.nz

For: MBR Developments, Attn: Rod Sullivan
 449E Matai Bay Road
 Lot 4 DP 401659
 Kaitiaki
 0483

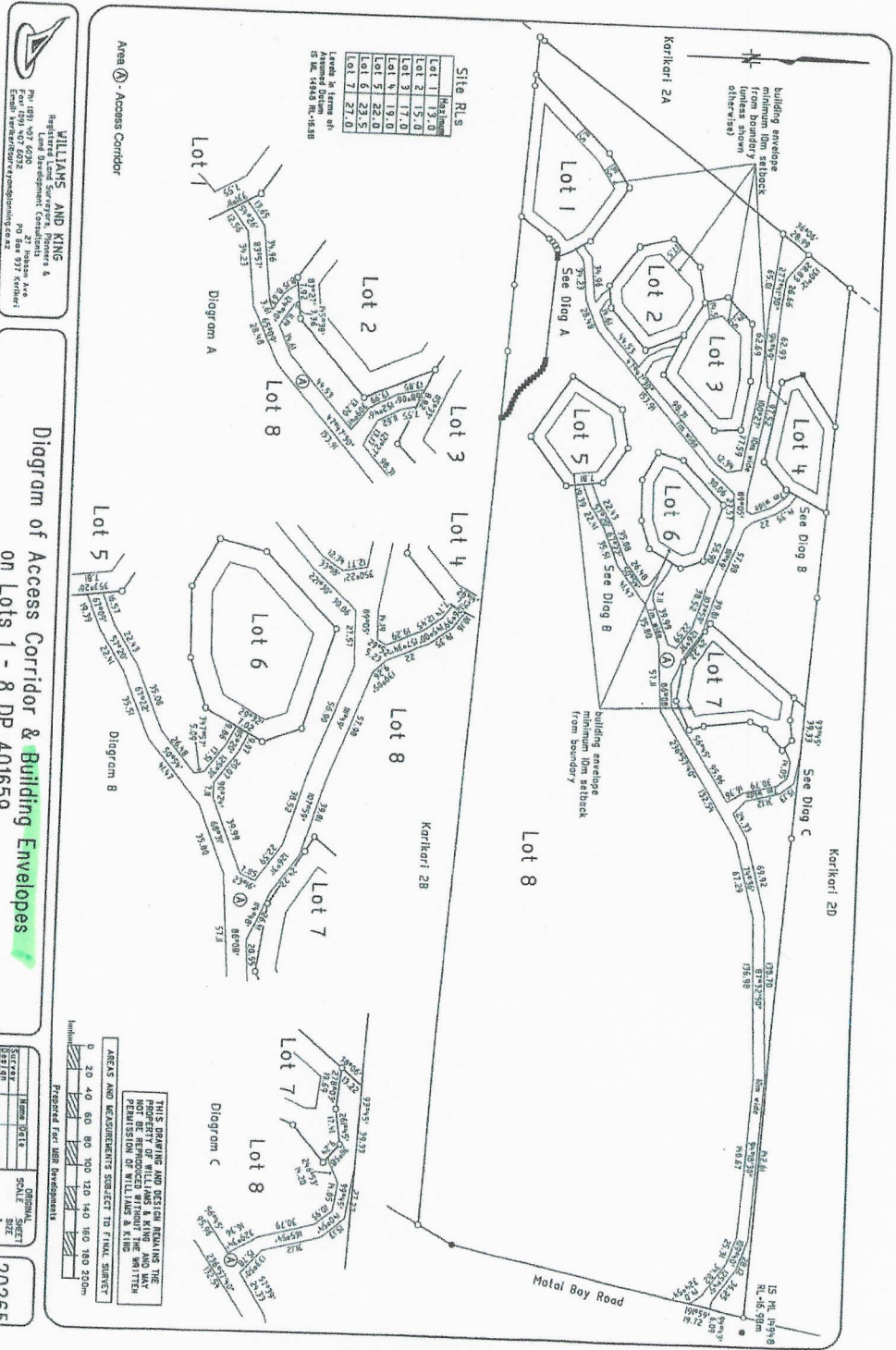
ARCHITECTURAL DETAILS
 ELEVATIONS

Design Approved by Client:

Date

Project No.: 1689402





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