

**IN THE MATTER** of Section 221 of the  
Resource Management Act  
1991

**AND**

**IN THE MATTER** of subdivision consent  
issued by Queenstown  
Lakes District Council with  
reference RM130359

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**GENERAL CONSENT NOTICE**

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**BACKGROUND**

- A. Shotover Country No. 2 Limited of Queenstown has applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Computer Freehold Registers (635626) (635627) (623517) (Otago Registry) ("the land").
- B. Council has granted subdivision consent (RM130359) ("**Resource Consent**") to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the owner of the land from time to time being those conditions set out in this Consent Notice.

## 1. OPERATIVE PART

- 1.1 The following conditions pertaining to this Consent Notice are to be registered against the titles of the following residential allotments:

Lot 96 DP 471696 contained within Computer Freehold Register 640755  
 Lot 97 DP 471696 contained within Computer Freehold Register 640756  
 Lot 98 DP 471696 contained within Computer Freehold Register 640757  
 Lot 99 DP 471696 contained within Computer Freehold Register 640758  
 Lot 100 DP 471696 contained within Computer Freehold Register 640759  
 Lot 101 DP 471696 contained within Computer Freehold Register 640760  
 Lot 102 DP 471696 contained within Computer Freehold Register 640761  
 Lot 103 DP 471696 contained within Computer Freehold Register 640762  
 Lot 105 DP 471696 contained within Computer Freehold Register 640763  
 Lot 106 DP 471696 contained within Computer Freehold Register 640764  
 Lot 107 DP 471696 contained within Computer Freehold Register 640765  
 Lot 108 DP 471696 contained within Computer Freehold Register 640766  
 Lot 109 DP 471696 contained within Computer Freehold Register 640767  
 Lot 110 DP 471696 contained within Computer Freehold Register 640768  
 Lot 111 DP 471696 contained within Computer Freehold Register 640769  
 Lot 112 DP 471696 contained within Computer Freehold Register 640770  
 Lot 113 DP 471696 contained within Computer Freehold Register 640771  
 Lot 114 DP 471696 contained within Computer Freehold Register 640772  
 Lot 115 DP 471696 contained within Computer Freehold Register 640773  
 Lot 116 DP 471696 contained within Computer Freehold Register 640774  
 Lot 117 DP 471696 contained within Computer Freehold Register 640775  
 Lot 118 DP 471696 contained within Computer Freehold Register 640776  
 Lot 119 DP 471696 contained within Computer Freehold Register 640777  
 Lot 120 DP 471696 contained within Computer Freehold Register 640778  
 Lot 121 DP 471696 contained within Computer Freehold Register 640779  
 Lot 126 DP 471696 contained within Computer Freehold Register 640780  
 Lot 127 DP 471696 contained within Computer Freehold Register 640781  
 Lot 128 DP 471696 contained within Computer Freehold Register 640782  
 Lot 129 DP 471696 contained within Computer Freehold Register 640783  
 Lot 130 DP 471696 contained within Computer Freehold Register 640784  
 Lot 131 DP 471696 contained within Computer Freehold Register 640785  
 Lot 132 DP 471696 contained within Computer Freehold Register 640786

- 1.2 The consent notice conditions set out in clause 2 - 7 apply to all Lots unless otherwise specified. However where the provisions of this Consent Notice conflict with, or do not match the provisions of any other consent notice registered on the Computer Freehold Register to a Lot (registered on or about the date of registration of this Consent Notice) then the provisions of the other consent notice shall prevail.

- 1.2 In this Consent Notice, the Definitions and Interpretation provisions set out in the Schedule shall apply, unless the context otherwise requires.

## 2. BUILDING CONTROLS

- 2.1 There shall be no more than one Residential Unit erected on each Lot.

- 2.2 All buildings and structures within any Lot shall have roof colours in the range of browns, greens, greys and blue greys.

### **3. FENCING CONTROLS**

- 3.1 A Lot Owner must not erect or construct a fence, wall, barrier or similar structure:
- a. Within a Front Yard that is higher than 1.2 metres above Ground Level.
  - b. Within a Side Yard that is higher than 1.8 metres above Ground Level.
  - c. Within a Front Yard:
    - i. That incorporates shade cloth, corrugated iron or corrugated composite materials, or similar materials.
    - ii. That (excluding wire) is any colour other than a colour within the range of browns, greens or greys (including natural treated timbers).
    - iii. Which comprises more than 50% solid or impermeable material. The preferred intent is that the outcome is largely transparent.

### **4. VEGETATION CONTROLS**

- 4.1 A Lot Owner must maintain any street tree/trees and the grass verge situated within the Legal Road that directly adjoins its Lot boundary.

### **5. SITE CONTROLS**

- 5.1 A Lot Owner must not further subdivide any Lot (excluding boundary adjustments where the result of the boundary adjustment subdivision results in no additional residential Lots) for a period of 15 years from the date of registration of this consent notice.

### **6. ACCESS AND PARKING CONTROLS**

- 6.1 At the time of construction of a Residential Unit on the Lot the Lot Owner shall construct one temporary gravel surface vehicle crossing to that Lot. This requirement only applies if a vehicle crossing has not previously been constructed to the Lot. The Lot Owner shall ensure that all construction traffic, delivery of goods and any other vehicles entering and exiting the Lot are restricted to the use of that vehicle crossing only.
- 6.2 Upon the completion of the Residential Unit on the Lot and prior to a Code of Compliance Certificate being issued by the Council for those building works the Lot Owner of any of Lots 96, 98 – 99, 101 – 103, 105 – 107, 109, 111 – 113, 115 – 116, 121, 127 – 130 and 132 shall construct a permanent vehicle crossing to the Lot from the Legal Road in accordance with the requirements of the Council applicable at that time. The running surface covering must be the same material and colour as the surrounding footpaths.
- 6.3 Lots 97, 100, 108, 110, 114, 118 – 119, 126 and 131 must be accessed from the formed vehicle crossing (existing as at the date of this consent notice).
- 6.4 Lots 117 and 120 have an optional use of the formed vehicle crossing from its adjoining Right of Way area under the relevant right of way easement instrument. However, should the Lot Owner elect to gain access to the Lot from the Legal Road

then the Lot Owner shall construct a permanent vehicle crossing to the Lot from the Legal Road in accordance with the requirements of the Council applicable at that time. The running surface covering must be the same material and colour as the surrounding footpaths.

6.5 A Lot Owner must not:

- (a) Cause any damage to any part of the Legal Road adjoining or adjacent to that Lot Owner's Lot during or as a consequence of construction of any improvements on the Lot or otherwise.
- (b) Interfere with or cause any damage to (including by removing or cutting down) any trees, landscaping, infrastructure, street lighting or similar located on any part of any Legal Road or Council Reserve adjoining or adjacent to the Lot Owner's Lot, unless any such action is first approved by Council.
- (c) In the event of any such damage under this clause 6.3 the Lot Owner shall ensure that the damage is remedied within 30 days.

**7. SERVICES**

- 7.1 A telecommunication connection is provided to the net area of each Lot. It is at the discretion of Telecom/Chorus (or other telecommunications supplier) if a broadband internet connection is to be provided.

Dated this

5<sup>th</sup>

day of

MARCH

2014

SIGNED for and on behalf  
Of the QUEENSTOWN LAKES  
DISTRICT COUNCIL by its  
Manager, Resource Consenting

  
Blair Jeffrey Devlin

## SCHEDULE

### DEFINITIONS

- Front Yard* means any part of a Lot situated within 4.5 metres of a boundary between that Lot and an adjoining Legal Road or Right of Way including any part of the Lot boundary within that area.
- Ground Level* has the meaning set out in the Queenstown Lakes District Council District Plan.
- Legal Road* means all or any part of land located within the Shotover Country Special Zone vested or dedicated in the Queenstown Lakes District Council as legal road and includes footpaths, roadways, kerbing, channelling, infrastructure, lighting, bollards, street furniture, grassed and landscaped areas situated within or on any such land.
- Lot Owner* means the registered proprietors(s) of a Lot and any occupier, tenant, lessee, licencee, agent, contractor, visitor or invitee of a Lot Owner.
- Lot* means one of the 32 residential lots permitted to be created under the Resource Consent and listed at clause 1.1, and any additional or replacement residential lot created from all or part of that lot.
- Side Yard* means any part of a Lot situated within 2 metres of an internal boundary (internal boundary being any boundary other than a boundary adjoining a Legal Road).
- Right of Way* means any vehicular right of access to any Lot that is secured by right of way easement instrument.
- Residential Unit* means a residential activity which consists of a single self-contained household unit, whether of one or more persons, and includes accessory buildings. Where more than one kitchen and/or laundry facility is provided on the Lot (other than in a Residential Flat, as defined below) there will be deemed to be more than one Residential Unit.
- Residential Flat* means a residential activity that:
- Consists of no more than one flat in the same ownership as the Residential Unit;
  - Is contained within that same Residential Unit; and
  - If attached to a detached accessory building does not cover more than 50% of total Gross Floor Area of the building containing both the accessory building and the flat combined; and
  - contains no more than one kitchen and one laundry; and
  - Does not cover more than 35% of the total Gross Floor Area of the building(s) containing the Residential Unit and the flat (but excluding accessory buildings).

**Gross Floor Area**

means the sum of the gross area of the several floors of all buildings on a Lot, measured from the exterior faces of the exterior walls, or from the centre lines of walls separating two buildings.

**Subdivide and Subdivision**

have the meanings given to them under the Resource Management Act 1991 (which for avoidance of doubt includes unit title or cross lease subdivision).

**Council**

means the Queenstown Lakes District Council.

**Council Reserve**

means a reserve (as defined by the Reserves Act 1977) held by the Council.

**INTERPRETATION**

For the avoidance of doubt:

- a. Words importing the singular number include the plural and vice versa.
- b. A requirement to do something is also a requirement to permit or cause that thing to be done and a requirement not to do something is also a requirement not to permit or cause that thing to be done.
- c. Subject to clause d below, no provision of this Consent Notice shall confer an obligation on any Lot Owner where that Lot Owner has complied with its obligations under this Consent Notice with respect to, or related to its Lot.
- d. Any breach of this Consent Notice by a tenant, occupier, lessee, licensee, contractor, agent, employee, visitor, invitee (or similar) of the registered proprietor/s shall also be deemed to be a breach of this Consent Notice by that/those registered proprietors.