

ATTACHMENT A

Before the Panel of Hearing Commissioners

In the Matter of the Resource Management Act 1991

And

In the Matter of the Queenstown Lakes District Council Proposed District
Plan (**Chapter 3: Strategic Direction and Chapter 4:
Urban Development**)

Legal submissions on behalf of the Pounamu
Body Corporate Committees [208] and [FS-
1148]

Dated: 21 March 2016

lane neave.

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POU9452 4766876.2

INTRODUCTION

1. These opening legal submissions are presented on behalf of the Pounamu Body Corporate Committees on the Strategic Direction and Urban Development Chapters of the Queenstown Lakes District Council Proposed District Plan (**Proposed Plan**).
2. Accompanying these legal submissions is the planning evidence of **Mr Timothy Walsh** in relation to the Strategic Direction and Urban Development Chapters.

POUNAMU

3. The Pounamu Body Corporate Committees (**Body Corporate**) are comprised of the owners of the 68 apartments at 110 Frankton Road (**Pounamu Apartments**).
4. Pounamu Apartments are privately owned luxury 5 star apartments available for short and long term accommodation. They are of a high quality architectural design with extensive native landscaping appropriate for their high profile location on the main entrance to Queenstown. **Attached as Annexure 1** is a photograph of the Pounamu Apartments.
5. The Pounamu Apartments are highly rated visitor accommodation¹ and as such contribute to the social and economic wellbeing of the wider Queenstown District.
6. The design of the Pounamu Apartments is heavily influence by the original resource consent (granted by Environment Court consent order) which provided for a comprehensive development on the Pounamu Apartment site and *Lot 5* to the north of the current buildings. The master plan for this comprehensive development, was to be managed by the Hilton Hotel, is **attached as Annexure 2**.
7. We note that when considering the appropriate rules in the High Density Residential Zone, it is necessary for the Hearings Panel to provide for the integrated management of the Pounamu Apartment site and Lot 5 in

¹ Recently rated as the second best accommodation in Queenstown and the third best in New Zealand (Travellers Choice Award 2015)

accordance with its functions under section 31 of the Act. This point will be addressed in more detail at the hearing on those rules.

OVERALL SUBMISSION

8. The Body Corporate supports the broad vision of the Proposed Plan in that it seeks to ensure that appropriate development outcomes are achieved, which have due regard to and protect neighbours' amenity. **Mr Walsh** for the Body Corporate considers that appropriately located higher density neighbourhoods can bring a multitude of benefits provided they are desirable places to live.² **Mr Bird** has set out the good urban design outcomes of such intensification.³
9. However, the Body Corporate has concerns with aspects of the Proposed Plan from the Strategic Directions through to the *teeth* of the provisions in the Residential Chapter. In particular, the Body Corporate is concerned that the Proposed Plan does not strike an appropriate balance between providing for the residential intensification required while avoiding low quality poorly designed infill developments through the High Density Zone provisions. Linked to this is a concern that the dilution of existing development controls may negatively impact on how future development would integrate with Pounamu Apartments.
10. In relation to Strategic Directions and Urban Development, **Mr Walsh** has proposed amendments that for the reasons set out in these legal submissions do strike this appropriate balance, and ultimately better achieve the Purpose of the Resource Management Act 1991 (**the Act**). Unlike the notified version of the Strategic Directions chapter which tips the balance in favour of intensification at the expensive of amenity, **Mr Walsh's** amendments achieve residential intensification without compromising residential amenity and character to an unacceptable degree.⁴
11. Not relevant to this hearing but important to the overall Body Corporate submission is the Body Corporate's concern around the removal of the existing height controls along Frankton Road. This will be addressed in subsequent hearings.

² Evidence of Mr Timothy Walsh, at paragraph 4.1

³ Evidence of Mr Clinton Bird, at paragraph 5.11

⁴ Evidence of Mr Timothy Walsh, at paragraph 4.2

STATUTORY CONSIDERATIONS

12. The Council's Opening Legal Submissions has thoroughly set out the relevant statutory considerations to your decision making.
13. This section will therefore only briefly outline the provisions of the Act that are relevant to the preparation and change of district plans.

Part 2 of the Act

14. The purpose of the preparation, implementation, and administration of district plans is to assist councils to carry out their functions in order to achieve the purpose of the Act.⁵
15. The purpose of the Act is to promote the sustainable management⁶ of natural and physical resources under section 5 of the Act. Under section 6, identified matters of national importance must be recognised and provided and, under section 7, particular regard is to be had to the "other matters" listed there which includes the maintenance and enhancement of amenity values⁷ and the maintenance and enhancement of the quality of the environment.⁸ Under section 8, the principles of the Treaty of Waitangi are to be taken into account.

Section 31

16. Section 31 provides that a function of councils is, through the establishment of objectives, policies and methods, to achieve integrated management of the effects of the use, development or protection of land and natural and physical resources.

Section 32

17. Section 32 sets out the legal framework within which a council (and therefore the Hearings Panel) must consider the submissions, evidence and reports before it in relation to a proposed plan, in conjunction with the matters specified in section 74.

⁵ Section 72 of the Act

⁶ As that phrase is defined in section 5(2) of the Act

⁷ Section 7(c) of the Act

⁸ Section 7(f) of the Act

18. Under section 32, an evaluation report on a proposed plan must examine whether proposed objectives are the most appropriate way to achieve the purpose of the Act, and whether the provisions are the most appropriate way of achieving the objectives. To do that, a council must identify other reasonably practicable options to and assess the efficiency and effectiveness of the proposed provisions through identifying the benefits and costs of the environmental, economic, social and cultural effects including opportunities for economic growth and employment.
19. Section 32AA requires a further evaluation to be undertaken for any changes made or proposed to the Proposed Plan since the section 32 evaluation was completed. This further evaluation can be published as a separate report, or referred to in the decision making record in sufficient detail to demonstrate it was carried out in accordance with section 32AA.

District Plan Preparation (Sections 74 and 75)

20. A council's or in this case the Hearing Panel's decision on a proposed plan must be in accordance with (relevantly):⁹
 - (a) its functions under section 31; and
 - (b) the provisions of Part 2; and
 - (c) its obligation to prepare and have regard to an evaluation report prepared in accordance with section 32; and
 - (d) any regulations.
21. When preparing or changing a district plan a council shall have regard to the matters listed in section 74 which include any proposed regional policy statement, a proposed regional plan and management plans and strategies prepared under other Acts. It must take into account any relevant planning document recognised by an iwi authority. It must also have particular regard to an evaluation report prepared in accordance with section
22. Under section 75, it must give effect to any national policy statement, any New Zealand coastal policy statement and any regional policy statement

⁹ Section 74(1) of the Act

and must give effect to a water conservation order or a regional plan (for any matter specified in subsection 30(1)).

23. Finally, under section 75(1), district plan policies must implement objectives, while any rules must implement the policies. Section 76 requires rules to achieve the objectives and policies of a plan.
24. The Environment Court gave a comprehensive summary of the mandatory requirements for the preparation of district plans in *Long Bay-Okura v North Shore City Council*¹⁰. Subsequent cases have updated the *Long Bay* summary following amendments to the Act in 2005 and 2009, the most comprehensive and more recent of which was provided in *Colonial Vineyard Ltd v. Marlborough District Council*¹¹. Since that decision section 32 has been materially amended again¹². The 2013 Amendment changed the requirements for and implications of section 32 evaluations, but did not change the statutory relationship between the relevant higher order documents (as set out in paragraphs 14-23 above).
25. An updated version of the Long Bay/Colonial Vineyard test, incorporating the 2013 Amendments is set out in **Annexure 3**.

CHAPTER 3: STRATEGIC DIRECTIONS

26. The majority of the Body Corporate's submissions relate to High Density Residential Chapter and the impacts of residential intensification on residential and established neighbourhood character. The Body Corporate will present legal submissions, and **Mr Walsh** will prepare evidence addressing this later in the year.
27. In relation to Strategic Directions the Body Corporate considers that it is important to have higher order policy framework which guides the implementation of the High Density Residential provisions in order to achieve the purpose of the Act. The Section 42A Report writer **Mr Paetz** considers this integrated planning framework is good planning and resource management practice. The Body Corporate agrees with **Mr Paetz's** expert view that it is important that the Strategic Directions chapter reconciles the competing issues in the district in a balanced manner.

¹⁰ A078/08, 16 July 2008, paragraph [34]

¹¹ *Colonial Vineyard Ltd v. Marlborough District Council* [2014] NZEnvC 55, paragraph [17]

¹² By section 70 of the Resource Management Amendment Act 2013, which came into force in December 2013

28. The Body Corporate seeks that the Strategic Directions Chapter manages the form of urban development within the urban growth boundaries by ensuring that it is of a high quality and adverse effects on nearby properties are appropriately managed. In his evidence, **Mr Walsh** has set out the benefits of this high quality residential intensification.
29. Although supportive of intensification of residential development, the Body Corporate considers that this intensification must be appropriately balanced with the protection of the amenity and character existing neighbourhoods. Both **Mr Walsh** and **Mr Paetz** identify the risks of badly designed high density developments and neighbourhoods.
30. Signalling this balance in the Strategic Directions chapter will ensure that the application of the rules do not result in intensification to the detriment of the amenity and character that Queenstown is internationally renowned for. Success is dependant on striking the right balance between achieving higher densities and maintaining or improving the quality of the living environment.¹³
31. The Body Corporate has engaged the expert services of **Mr Walsh** and refined its relief in relation to the Strategic Directions and Urban Development Chapters. The evidence of **Mr Walsh** specifies the relief that the Body Corporate now wishes to pursue¹⁴ which is within the scope of the Body Corporate's original submission.
32. This relief sought is outlined below. Although Counsel for the Body Corporate has attempted to engage with the Council as directed in the Minute and Directions of the Hearings Commissioners dated 5 February 2016 regarding this relief sought, discussions are yet to take place. The Body Corporate remains ready and willing to discuss the relief sought with Council.

Relief Sought

33. In **Mr Walsh's** expert opinion, the balance between intensification and amenity protection is not expressed as well as it could be in the Strategic Directions chapter.

¹³ Evidence of Mr Timothy Walsh, at paragraph 6.6

¹⁴ Evidence of Mr Timothy Walsh, at paragraphs 7.1-7.2

34. **Mr Walsh** sets out the relief sought by the Body Corporate in section 7 of his evidence.

3.1 Purpose

35. The Body Corporate supports the general approach of *3.1 Purpose* of the Strategic Direction Chapter, in our submission it does not appropriately acknowledge Queenstown's residential neighbourhoods. **Mr Walsh** notes that these make up a significant portion of the urban environment and suggests an addition to the list in section 3.1 to include *attractive residential neighbourhoods with district character*. This addition recognises the role of residential neighbourhoods in the urban environment.
36. The Section 32 Evaluation Report expressed the resource management issues in the district in the form of 7 goals.¹⁵ Goal 3 is *a quality built environment taking into account the character of individual communities*. The Section 32 Evaluation Report goes on to state that this goal address the issue of high growth rates by having regard to the character of communities but balanced with the emphasis that urban intensification is necessary and character will change.¹⁶ Given Goal 3, including a consideration of character of individual communities in the Purpose section is important to shaping the consideration of the Goals, Objectives, Policies and Rules that follow.
37. This also better address Issue 9.3.1 of the Otago Regional Policy Statement (**RPS**) that identifies that adverse effects of urban development can impact on the quality of the built environment. Policy 9.5.5 of the RPS, that the Proposed Plan must give effect to, requires the maintenance or promotion (where practicable) of the quality of life of Otago's built environment through promotion the level of amenity acceptable to the community. In our submission the amendments sought by the Body Corporate better give effect to this Policy.

Policy 3.2.3.1.1

38. The Body Corporate agrees with the intent of Policy 3.2.3.1.1, however it considers that it is more appropriate to split the policy in two so that the first part relates to the form of the built environment responding to established

¹⁵ Section 32 Evaluation Report, Strategic Direction, page 5

¹⁶ Section 32 Evaluation Report, Strategic Direction, page 9

character, and the second part relates to effects on that character by ensuring that any changes to established character contribute positively to the amenity, quality and enjoyment of the area.¹⁷

39. As notified, Policy 3.2.3.1.1 anticipates that increasing density will result in some change to character. The Body Corporate agrees with **Mr Bird**¹⁸ for the Council when he states that this policy provides for increased density responding to character, infrastructure and sustainability concerns. In our submission, **Mr Bird** has not addressed what is lacking from the policy which is an explicit policy direction to ensure that any change is positive and not negative. As **Mr Walsh** has set out in his evidence, there can be intensification without negative amenity and character effects. The amendments sought by the Body Corporate better achieve the Council's own objective *to promote a well designed and integrated form*.¹⁹
40. This amendment will create a better balance in the Strategic Directions Chapter between encouraging intensification while protecting amenity and recognising and respecting local character which is an outcome sought by both the Council and the Body Corporate. It will also better achieve the need for good quality urban design approaches emphasised in the Councils' Urban Design Strategy.²⁰
41. It is submitted that together, these amendments detailed by **Mr Walsh** are the most appropriate way to achieve the purpose of the RMA and give effect to section 7(c) and (f) of the Act.

COUNCIL OFFICERS REPORT AND COUNCIL EVIDENCE

42. Where relevant to the Strategic Directions Chapter we have referenced and responded to the Council Officer Report and associated evidence throughout these legal submissions.
43. The Body Corporate agrees with the goals and outcomes sought assessment of the Strategic Direction and Urban Development Chapters in the Section 42A Report and in the evidence of Mr Bird.

¹⁷ At paragraph [7.3] of Mr Walsh's Statement of Evidence

¹⁸ Evidence of Mr Clinton Bird, at paragraph 6.11

¹⁹ Objective 1 of Goal 2, page 21 Section 32 Report – Strategic Directions

²⁰ Urban Design Strategy 2009

44. However the Body Corporate considers that the refined relief outlined above better achieves those outcomes sought by the Proposed Plan compared to the notified version. This can be achieved without jeopardising or adding risk to the intensification goals of the Council or protection of the character and amenity of the environment.

CONCLUSION

45. In our submission the Proposed Plan needs to encourage both increased residential intensification and a high level of amenity in residential developments through high quality design that considers the effects on neighbours and neighbourhood character. Expert witnesses for the Council agree; indeed this is one of their Goals.
46. The Body Corporate's refined relief will provide the necessary higher order policy direction to ensure that there is a balance between intensification and the maintaining or improving the quality of the living environment. This will significantly assist in ensuring that the application of the mechanical provisions in the Proposed Plan has an appropriate focus and balance.²¹
47. This will better give effect to section 7(c) of the Act, better give effect to the relevant objectives and policies of the Regional Policy Statement and Proposed Regional Policy Statement, and ultimately is the most appropriate way to achieve the Purpose of the Act.²²
48. Most of the submission points of the Body Corporate will be addressed at the High Density Residential hearing, including the methods used to give effect to the balance between intensification and the quality of the environment. **Mr Walsh** will also prepare a complementary statement of evidence to his first statement at that time.



J M G Leckie

Counsel for the Pounamu Body Corporate Committees

²¹ Evidence of Mr Timothy Walsh, at paragraph 7.2

²² Evidence of Mr Timothy Walsh, at paragraph 7.4

Annexure 1: Photograph of Pounamu Apartments²³



²³ Photo courtesy of Hoamz RE Queenstown

Annexure 2: Master plan of former Hilton Hotel and Pounamu Apartments included as Appendix B to Consent Order for Pounamu Hotel Nominees Limited v QLDC (ENV-2007-CHC-191)



Annexure 3: *The Long Bay/Colonial Vineyard test incorporating the amendments to section 32 made by section 70 of the Resource Management Amendment Act 2013 RMA Amendments*

General Requirements

1. A district plan should be designed in accordance with²⁴, and assist the territorial authority to carry out – its functions²⁵ so as to achieve, the purpose of the Act.²⁶
2. When preparing its district plan the territorial authority must give effect to a national policy statement, New Zealand coastal policy statement or regional policy statement.²⁷
3. When preparing its district plan the territorial authority shall have regard to any proposed regional policy statement.²⁸
4. In relation to regional plans:
 - (a) the district plan must not be inconsistent with an operative regional plan for any matter specified in s 30(1) or a water conservation order²⁹; and
 - (b) shall have regard to any proposed regional plan on any matter of regional significance etc.³⁰
5. When preparing its district plan the territorial authority:
 - (a) shall have regard to any management plans and strategies under any other Acts, and to any relevant entry on the New Zealand Heritage List and to various fisheries regulations (to the extent that they have a bearing on resource management issues in the region)³¹, and to consistency with plans and proposed plans of adjacent authorities;³²

²⁴ RMA s 74(1).

²⁵ As described in s 31 RMA.

²⁶ RMA ss 72 and 74(1)(b).

²⁷ RMA s 75(3)(a)-(c).

²⁸ RMA s 74(2).

²⁹ RMA s 75(4).

³⁰ RMA s 74(2)(a).

³¹ RMA s 74(2)(b).

³² RMA s 74(2)(b).

- (b) must take into account any relevant planning document recognised by an iwi authority;³³ and
 - (c) must not have regard to trade competition.³⁴
6. The district plan must be prepared in accordance with any regulation.³⁵
 7. The formal requirement that a district plan must³⁶ also state its objectives, policies and the rules (if any) and may³⁷ state other matters.
 8. A territorial authority now has obligations to prepare an evaluation report in accordance with section 32 and have particular regard to that report.³⁸
 9. A territorial authority also has obligations to prepare a further evaluation report under where changes are made to the proposal since the section 32 report was completed.³⁹

Objectives

- (viii) The objectives in a district plan (change) are to be evaluated by the extent to which they are the most appropriate way to achieve the purpose of the RMA.⁴⁰

Provisions⁴¹

- (ix) The policies are to implement the objectives, and the rules (if any) are to implement the policies.⁴²
- (x) Each provision is to be examined, as to whether it is the most appropriate method for achieving the objectives of the district plan, by:
 - a. identifying other reasonably practicable options for achieving the objectives;⁴³

³³ RMA s 74(2)(b).

³⁴ RMA s 74(3) .

³⁵ RMA s 74(1)(f).

³⁶ RMA s 75(1).

³⁷ RMA s 75(2).

³⁸ RMA s 74(1)(d) and (e).

³⁹ RMA s 32AA

⁴⁰ RMA s 32(1)(a).

⁴¹ Defined in s32(6), for a proposed plan or change as the policies, rules or other methods that implement or give effect to, the objectives of the proposed plan or change.

⁴² RMA s75(1).

⁴³ RMA s32(1)(b)(i).

- b. assessing the efficiency and effectiveness of the provisions in achieving the objectives, including:⁴⁴
- identifying and assessing the benefits and costs of the environmental, economic, social and cultural effects that are anticipated from the implementation of the provisions, including opportunities for economic growth and employment that are anticipated to be provided or reduced;⁴⁵ and
 - quantifying these benefits and costs where practicable;⁴⁶ and
 - assessing the risk of acting or not acting if there is uncertain or insufficient information about the subject matter of the provisions.⁴⁷

Rules

- (xi) In making a rule the territorial authority shall have regard to the actual or potential effect on the environment of activities including, in particular, any adverse effect.⁴⁸

Other Statutes

- (xii) The territorial authority may be required to comply with other statutes.

⁴⁴ RMA s32(1)(b)(ii).

⁴⁵ RMA s32(2)(a).

⁴⁶ RMA s32(2)(b).

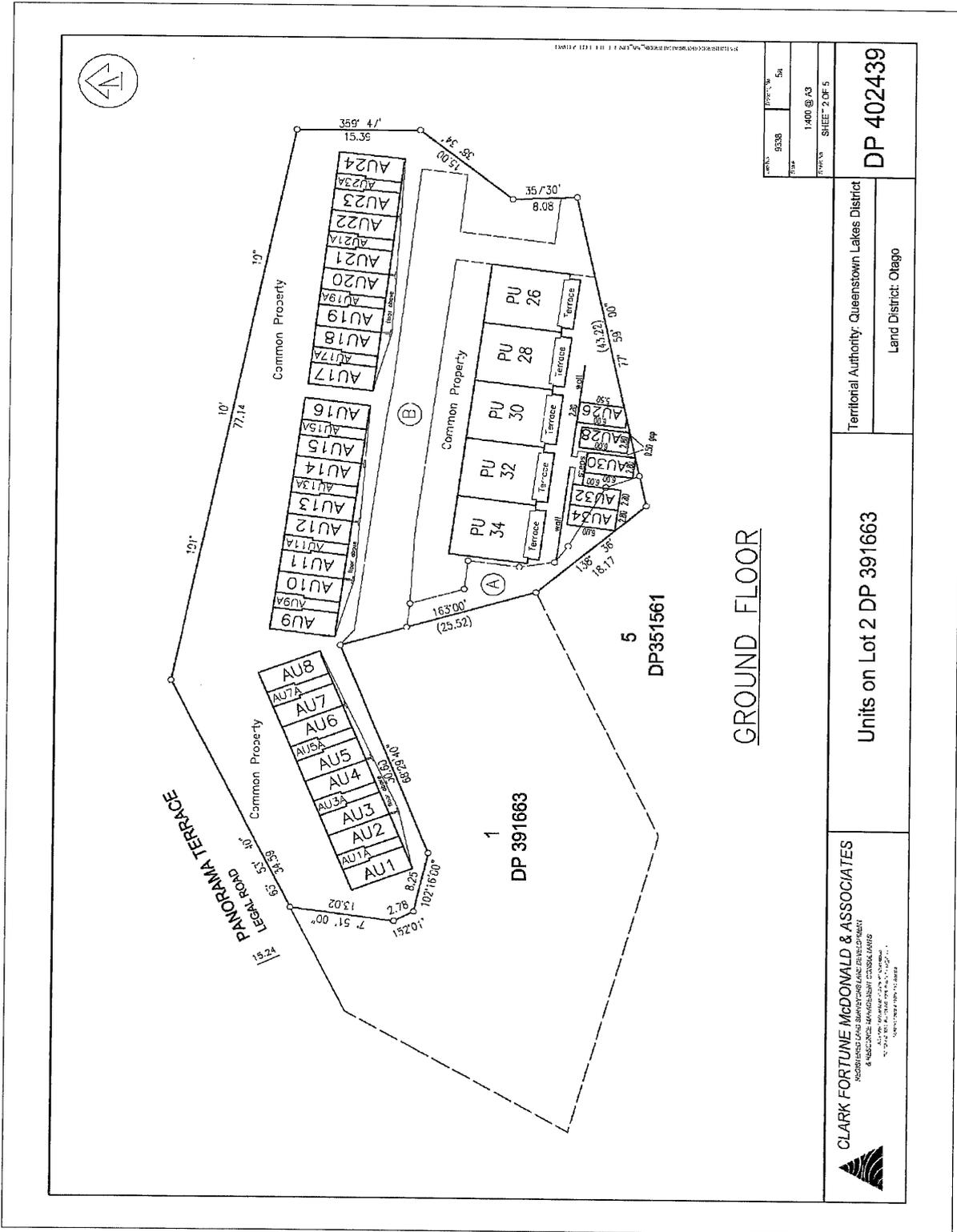
⁴⁷ RMA s32(2)(c).

⁴⁸ RMA s76(3).

ATTACHMENT B

Identifier

407993



PLAN No.	9238	Project No.	54
DATE	14/04/03		
REVISED	SHEET 2 OF 5		
			DP 402439

Territorial Authority: Queenstown Lakes District
Land District: Otago

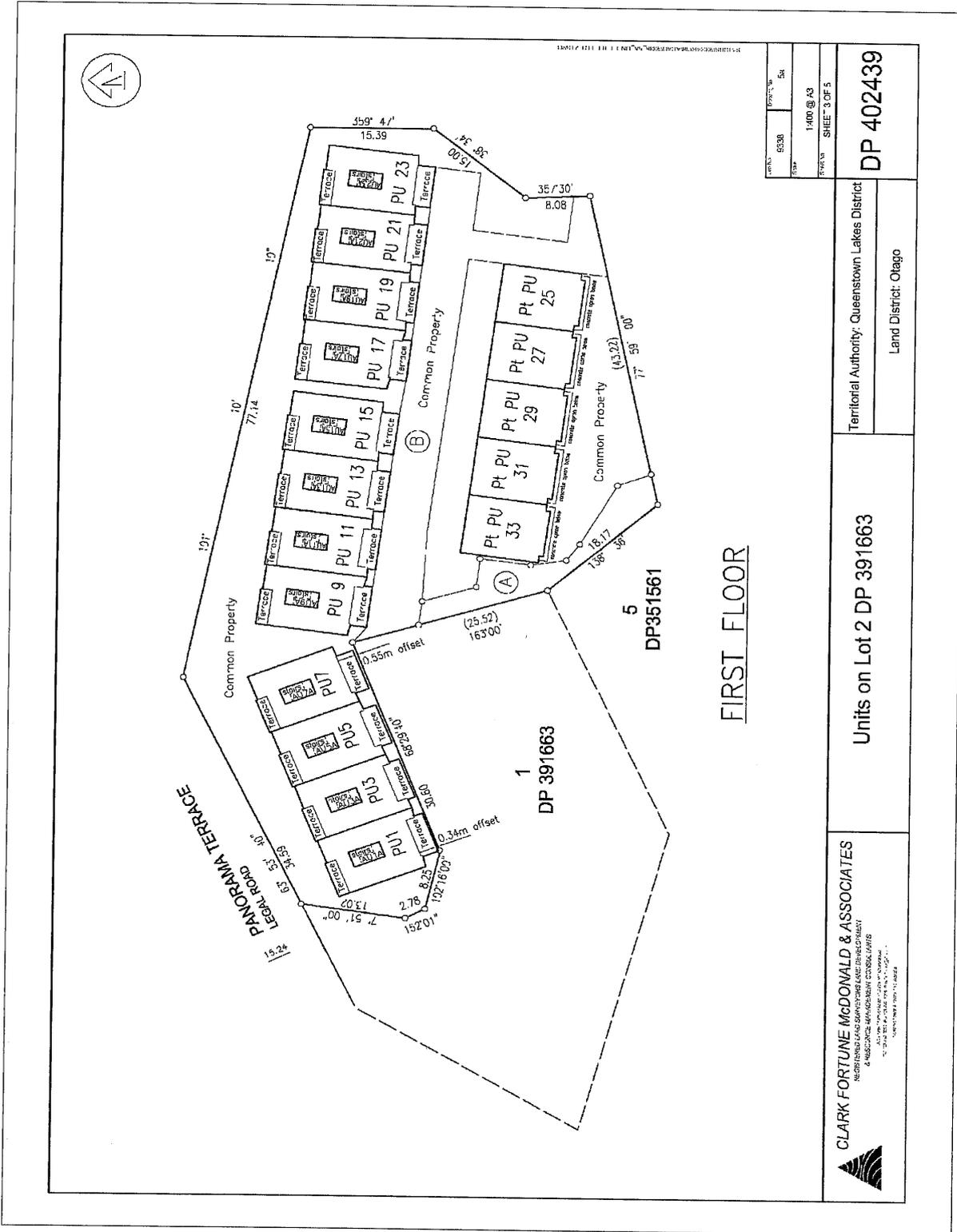
Units on Lot 2 DP 391663

CLARK FORTUNE McDONALD & ASSOCIATES
REGISTERED LAND SURVEYORS AND PLANNERS
100-102 RANGITIKEI STREET, DUNEDIN
TELEPHONE: 03 477 0000
FAX: 03 477 0001
WWW.CFA.CO.NZ



Identifier

407993



DATE	5/28	BY	SH
PROJECT	1-400 @ A3		
SHEET	SHEET 3 OF 5		
DP 402439			

Territorial Authority: Queenstown Lakes District
Land District: Otago

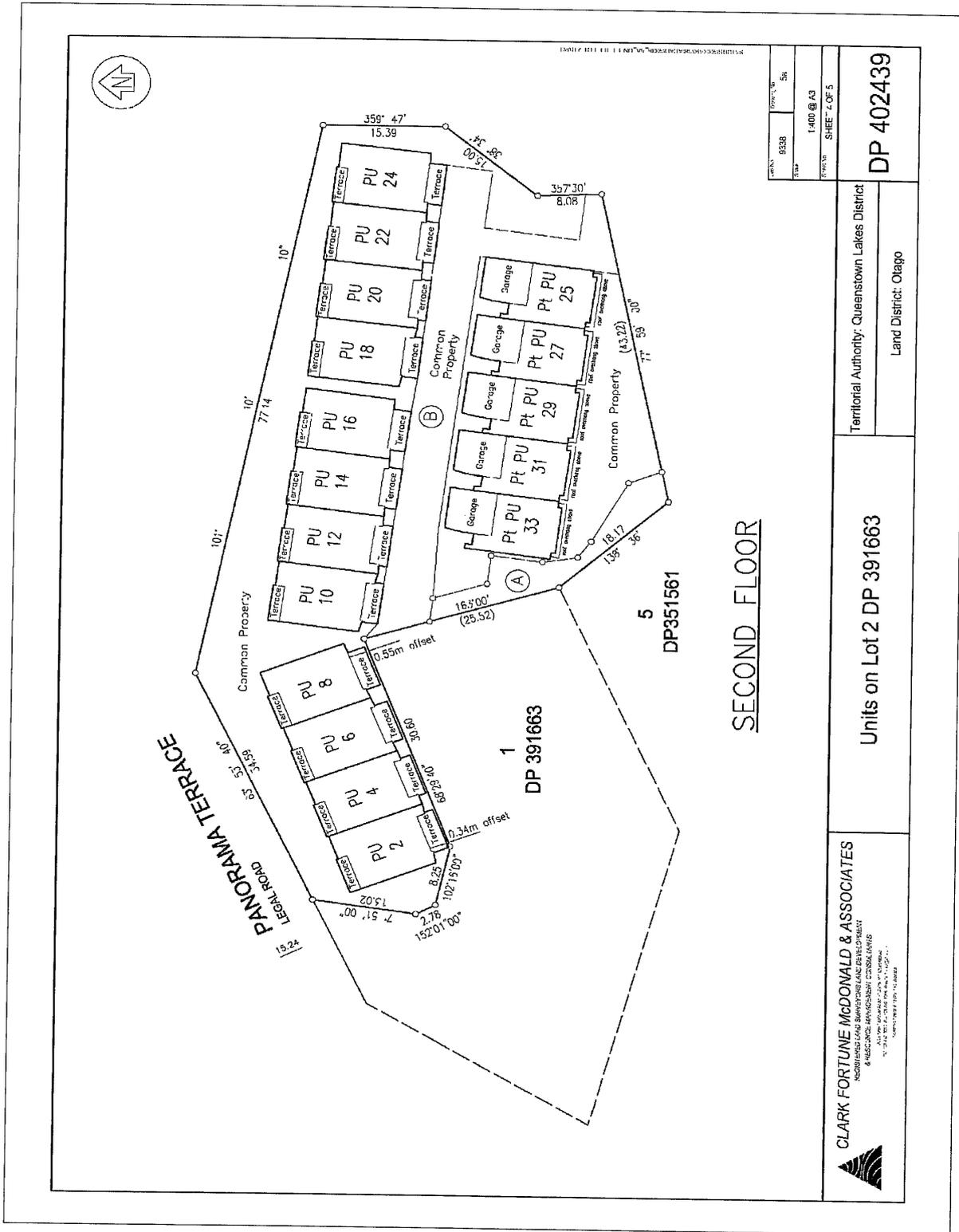
Units on Lot 2 DP 391663

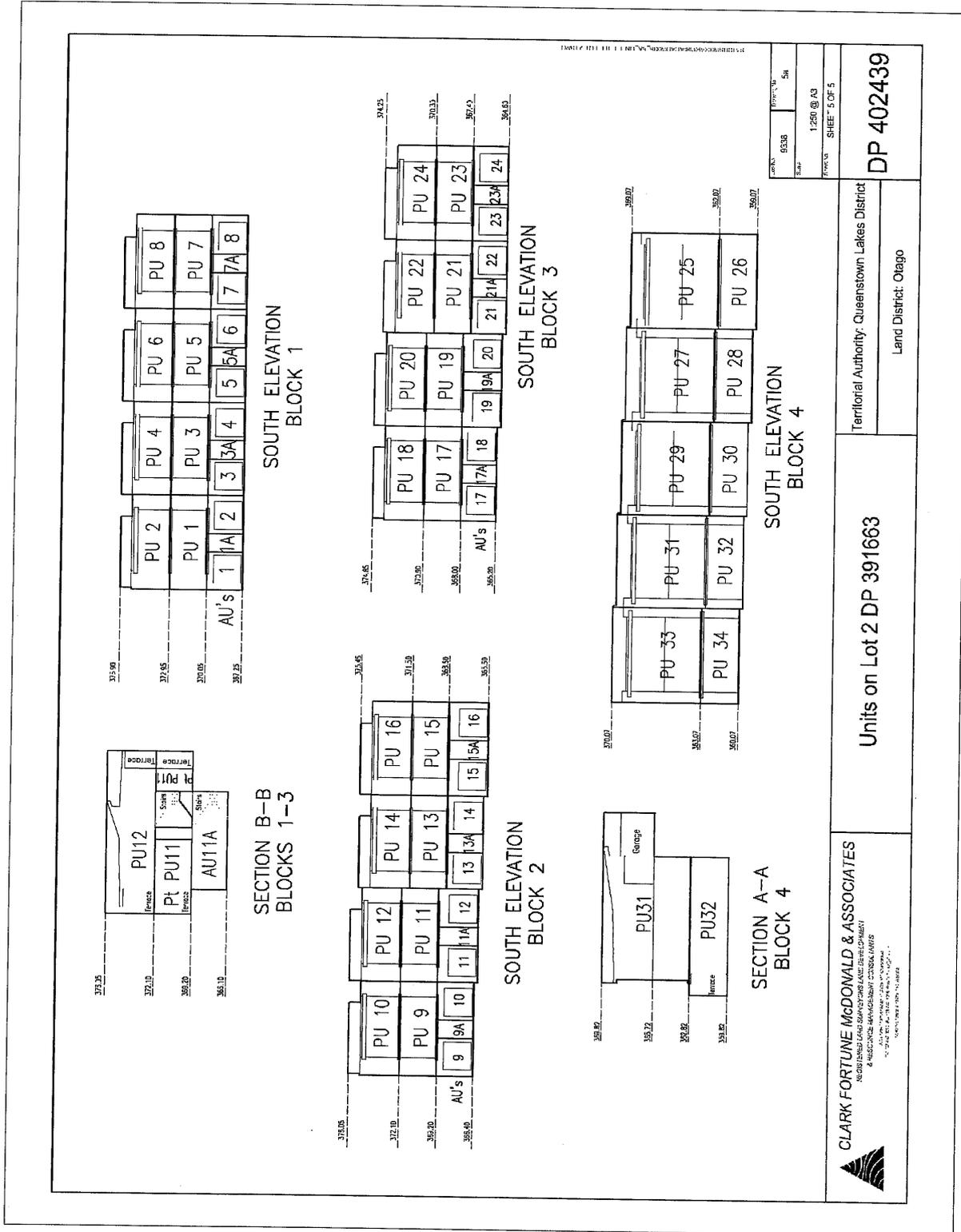
CLARK FORTUNE McDONALD & ASSOCIATES
 REGISTERED ARCHITECTS AND ENGINEERS
 100 RANGITIKEI STREET, DUNEDIN, NEW ZEALAND
 PH: 03 478 0000 FAX: 03 478 0001
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FIRST FLOOR

Identifier

407993





ATTACHMENT C

SUBMISSIONS OF BODY CORPORATE 402439 (29 PANORAMA TERRACE APARTMENTS)

OPPOSING PROPOSED HIGH DENSITY RESIDENTIAL DISTRICT PLAN CHANGE

1. These submissions are made by Body Corporate 402439, representing the owners of all 34 units at 29 Panorama Terrace.
2. The great majority of the owners have recently purchased their units as new within the last 4 years and accordingly the expected life expectancy of their units have a long time to run.
3. They purchased their units in the knowledge that high value views of the lake and mountains would be protected under the current rules restricting building height levels. They also purchased their units in the knowledge that the whole development complex would have consistent amenity values as controlled by the existing rules.
4. The proposed District Plan change is to extend the high density residential zone along the northern side of Frankton Road from Queenstown up to and including the land in what is known as the Pounamu development complex. That complex comprises the Pounamu Apartments, the 29 Panorama Terrace Apartments (originally referred to as "Pounamu Prime") and another site in the middle often referred to as the "Hilton Hole". The Hilton Hole land was intended to have been built on before now but because the complex developer became insolvent the consented Hilton Hotel did not proceed.
5. It was always intended that the whole complex would, and indeed should be, developed under the same set of District Plan rules. This would ensure a coordinated plan so that the high value views of the lake and mountains could be maximised for all parts of the development complex. It also would ensure for prospective purchasers some certainty of the type of amenity values for the overall development as provided for in the rules.
6. Indeed a great deal of time, trouble and expense was spent in protracted litigation over the Hilton Hotel consent to ensure fair height levels to protect the views, and other amenity values for affected parties. While the Hilton Hotel resource consent has not and may not be used common sense would still dictate that many of the findings of the litigation remain relevant to that site.
7. To have two different height rules apply to different parts of the same development complex would be an abomination to the coordinated approach to maximise views for all parts of the development complex.
8. To allow an increase in building heights now while the Hilton Hole site remains undeveloped would effectively defraud the owners of 29 Panorama Terrace apartments of the high value views and amenity standards they are presently entitled to under the rules. It would be grossly unfair and would be a recipe for further protracted litigation if the rules were changed.

9. The undeveloped Hilton Hole site is situated right in the middle of the development complex. Higher buildings on that site would block the high value views of the lake enjoyed by 29 Panorama Terrace apartments.

10. One can understand the theory of the QLDC view that given the existing apartments on the Pounamu complex land one could describe this as High or Medium Density Residential. However it is an entirely different proposition to say that the current high density residential zone should be extended and treated the same as other parts of Queenstown. It is not necessary and totally inappropriate to alter the existing rules for the development complex land. That would allow the remaining undeveloped land to be more densely developed than the Pounamu Apartments and 29 Panorama Terrace apartments on either side of it and affecting views and amenity values accordingly for all concerned. In fairness the whole of Pounamu development land should be treated consistently under the same rules.

11. The proposed zone and especially those parts extending along the north side of Frankton Road are heavily, if not entirely, dependent on the one arterial road, Frankton Road. The road is already experiencing congestion and access onto Frankton Road from the proposed extended zone is also problematic, especially if turning right or for those trying to cross Frankton Road. There are not alternative arterial roads to alleviate the use of Frankton Road.

12. The proposal to increase the density of accommodation in the extended zone that relies on Frankton Road will only exacerbate the problems already evident on Frankton Road.

.....

E A OXNEVAD

Solicitor for Body Corporate 402439

ATTACHMENT D



SUPPLEMENTARY RECORD SHEET UNDER UNIT TITLES ACT 1972

Search Copy

Identifier 262143
Land Registration District Otago
Date Issued 21 December 2005
Plan Number DP 358570

Subdivision of
Lot 1 Deposited Plan 351561

Prior References
211088

Unit Titles Issued			
238468	238469	238470	238471
238472	238473	238474	238475
238476	238477	238478	238479
238480	238481	238482	238483
238484	238485	238486	238487
238488	238489		

Interests

OWNERSHIP OF COMMON PROPERTY

Pursuant to Section 47 Unit Titles Act 2010 -

(a) the body corporate owns the common property and

(b) the owners of all the units are beneficially entitled to the common property as tenants in common in shares proportional to the ownership interest (or proposed ownership interest) in respect of their respective units.

The above memorial has been added to Supplementary Record Sheets issued under the Unit Titles Act 1972 to give effect to Section 47 of the Unit Titles Act 2010.

Appurtenant to part formerly contained in CT OT5D/397 is a right of way created by Transfer 421641 - 23.4.1974 at 10:54 am

Appurtenant hereto is a right of way, rights to convey water, electricity, gas and telecommunications, to drain sewage and rights of way (pedestrian) created by Easement Instrument 6504317.3 - 21.7.2005 at 9:00 am

The easements created by Easement Instrument 6504317.3 are subject to Section 243 (a) Resource Management Act 1991

6699320.2 Change of rules of the Body Corporate - 21.12.2005 at 9:00 am

7052209.1 Change of address of the Body Corporate - 2.10.2006 at 9:00 am

7112016.1 Change of rules of the Body Corporate - 14.11.2006 at 9:00 am

9598437.1 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 10.12.2013 at 1:25 pm

Approvals

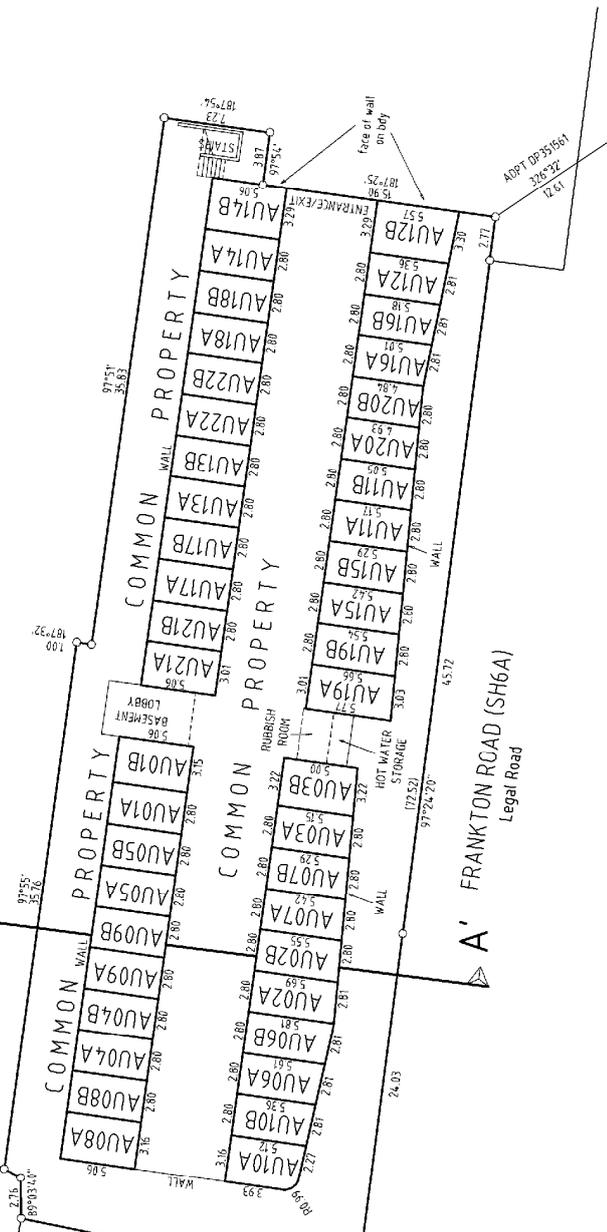


EXISTING APPURTENANT EASEMENTS	
Purpose	Created by
Right of way	
Right of way (pedestrian)	
Right to convey water	E.I.6504/3173
Right to drain sewage	
Right to convey electricity, gas & telecommunications	
Right of way	T.4216/41

2
D.P.15117

5
D.P.351561

3
D.P.15117



LEVEL DATUM BM
810857.60NN
4216/46 10ME
R.L.346.84

BASEMENT LEVEL

SHEET 1 OF 4

LAND DISTRICT OTAGO

UNITS ON LOT 1 D.P.351561

Territorial Authority QUEENSTOWN LAKES DISTRICT
Surveyed by CLARK FORTUNE McDONALD & ASSOCS.
Date Oct 2005

Unless otherwise shown, PU boundaries are defined by centreline of walls, floors and ceilings. AU boundaries defined by dimension.

Origin of Levels is A3BU (MSQA) R.L.348.40

Boundaries adopted from D.P.351561.

Bearings are in terms of Geodetic Datum 2000
Levels in terms of Dunedin Metric Datum

Total Area 174.1m²

Comprised in CT 211088

I, PETER DE LA MARE, being a person entitled to practise as a licensed cadastral surveyor, certify that (a) The Surveys to which this dataset relates are accurate, and were undertaken by me or under my directions in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2005/2; (b) This dataset is accurate, and has been created in accordance with that Act and those Rules.

DATED AT QUEENSTOWN THIS DAY OF 2005.

Field Book P Traverse Book P
Reference Plans DP351561
Examined Corrected

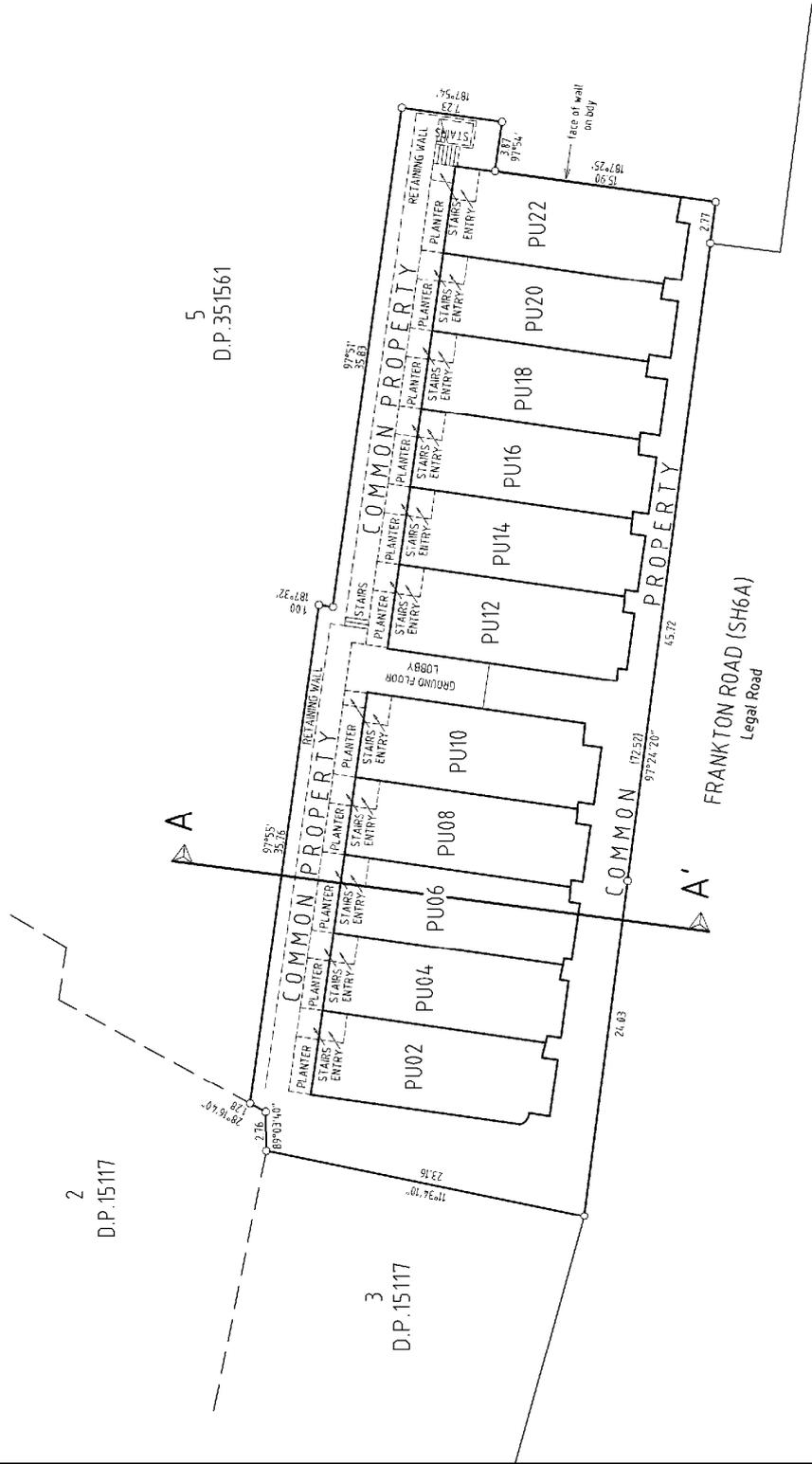
Approved as to Survey by Land Information NZ on / /

Deposited by Land Information NZ on / /

File
8810_08
Approved
D.P.351561
D.N.I.M. 97/3

D.P.351561

Approvals



GROUND FLOOR LEVEL

SHEET 2 OF 4

Total Area 174.1m²
 Comprised in CT 211088

I, PETER DE LA MARE, being a person entitled to practise as a licensed cadastral surveyor, certify that (a) The Surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2005/2; (b) This dataset is accurate, and has been created in accordance with that Act and those Rules.

DATED AT QUEENSTOWN THIS DAY OF

Field Book P Traverse Book P
 Reference Plans Corrected
 Examined

Approved as to Survey by Land Information NZ on / .. / ..

Deposited by Land Information NZ on / .. / ..

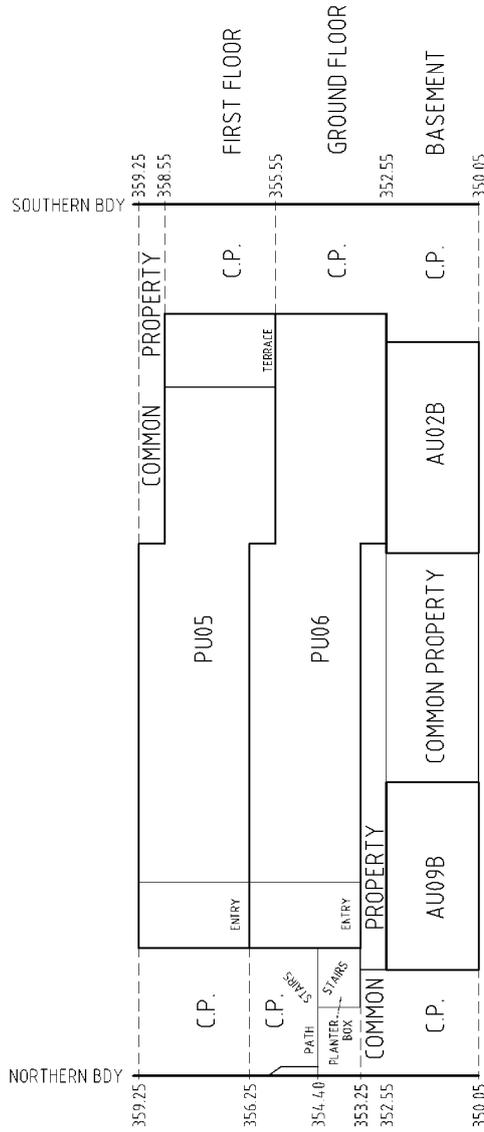
File Received Approved 8815_005 DNLM 97/3 D.P.358570

Territorial Authority QUEENSTOWN LAKES DISTRICT
 Surveyed by CLARK FORTUNE McDONALD & ASSOCS.
 Date: Oct 2005

UNITS ON LOT 1 D.P.351561

LAND DISTRICT OTAGO

Approvals



SECTION A-A'

(Levels shown for Units 1 - 10)

Note:
For levels of Units 11-22
subtract 0.50 from above levels

SHEET 4 OF 4

LAND DISTRICT OTAGO

UNITS ON LOT 1 D.P.351561

Territorial Authority QUEENSTOWN LAKES DISTRICT
Surveyed by CLARK FORTUNE McDONALD & ASSOCS.
Date: Oct 2005

Total Area 174.1m²

Comprised in CT 211088

I, PETER DE LA MARE, being a person entitled to practise as a licensed cadastral surveyor, certify that (a) The Surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2005/2; (b) This dataset is accurate, and has been created in accordance with that Act and those Rules.

DATED AT QUEENSTOWN THIS ... DAY OF ... 2005

Field Book P Traverse Book P

Reference Plans

Examined Correct

Approved as To Survey by Land Information NZ on / /

Deposited by Land Information NZ on / /

File Received Approved
8811_10B
DNUM 97/3

D.P.358570



SUPPLEMENTARY RECORD SHEET UNDER UNIT TITLES ACT 1972

Search Copy

Identifier 232519
Land Registration District Otago
Date Issued 21 July 2005
Plan Number DP 351273

Subdivision of

Lot 4 Deposited Plan 351561

Prior References

211089

Unit Titles Issued

210067	210068	210069	210070
210071	210072	210073	210074
210075	210076	210077	210078
210079	210080	210081	210082
210083	210084	210085	210086
210087	210088	210089	210090

Interests

OWNERSHIP OF COMMON PROPERTY

Pursuant to Section 47 Unit Titles Act 2010 -

(a) the body corporate owns the common property and

(b) the owners of all the units are beneficially entitled to the common property as tenants in common in shares proportional to the ownership interest (or proposed ownership interest) in respect of their respective units.

The above memorial has been added to Supplementary Record Sheets issued under the Unit Titles Act 1972 to give effect to Section 47 of the Unit Titles Act 2010.

Appurtenant hereto is a right of way created by Transfer 421641 - 23.4.1974 at 10:54 am

Subject to a right of way (pedestrian) over part marked D and right to drain sewage, and to convey water, gas and telecommunications over part marked G on DP 351561 created by Easement Instrument 6504317.3 - 21.7.2005 at 9:00 am

Appurtenant hereto is a right of way, rights to convey water, electricity, gas and telecommunications, to drain sewage and stormwater and right of way (pedestrian) created by Easement Instrument 6504317.3 - 21.7.2005 at 9:00 am

The easements created by Easement Instrument 6504317.3 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey telecommunications and computer media over part G on DP 351561 in favour of Telecom New Zealand Limited created by Easement Instrument 6504317.5 - 21.7.2005 at 9:00 am

Some of the easements created by Easement Instrument 6504317.5 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey gas over part G on DP 351561 in favour of Rockgas Limited created by Easement Instrument 6504317.7 - 21.7.2005 at 9:00 am

6504317.9 Change of rules of the Body Corporate - 21.7.2005 at 9:00 am

6504317.10 Change of address of the Body Corporate - 21.7.2005 at 9:00 am

7052215.1 Change of address of the Body Corporate - 2.10.2006 at 9:00 am

Identifier**232519**

7111984.1 Change of rules of the Body Corporate - 14.11.2006 at 9:00 am

9598444.1 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 10.12.2013 at 1:28 pm

10554615.1 Change of address of the Body Corporate - 5.9.2016 at 5:26 pm

10554615.2 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 5.9.2016 at 5:26 pm

EXISTING SUBJECT EASEMENTS		
Purpose	Show	Document
Right of Way (Pedestrian)	D	
Right to drain sewage	G	
Right to convey water, gas & telecommunications		

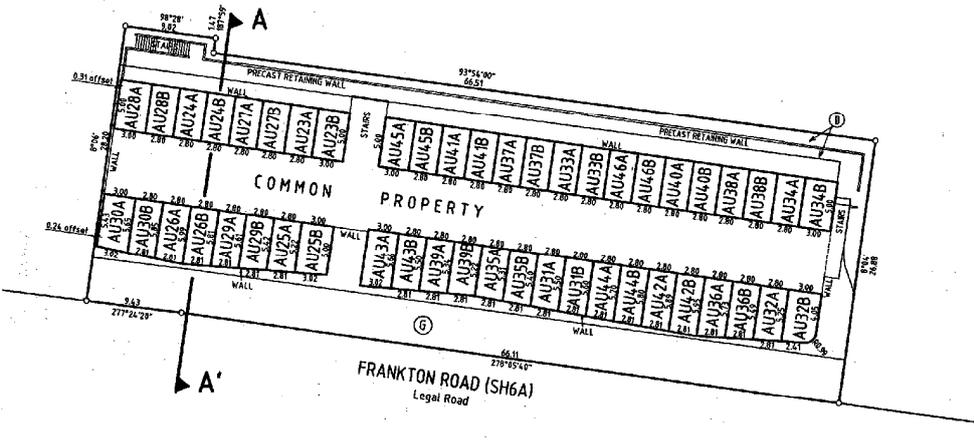
EXISTING APPURTENANT EASEMENTS	
Purpose	Created by
Right to drain stormwater	
Right of way	
Right to convey water	
Right to drain sewage	
Right to convey electricity, gas & telecommunications	
Right of way (Pedestrian)	
Right to drain stormwater	

LT 351273 (Title Plan)



Approvals

5
D.P.351561



Unless otherwise shown, PU boundaries are defined by centreline of walls, floors and ceilings. AU boundaries defined by dimension.

Origin of Levels is A3BJ (M90A) R.L.348.40

Boundaries adopted from D.P.351561.

Bearings are in terms of Geodetic Datum 2000
Levels in terms of Dunedin Metric Datum

Total Area 2035m²

Comprised in CT 211089

I, PETER DE LA MARE, being a person entitled to practise as a Licensed cadastral surveyor, certify that (a) The Surveys to which this statement relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2; (b) This statement is accurate, and has been created in accordance with that Act and these Rules.

DATED AT DUNEDIN THIS 17th DAY OF June 2005.

P. de la Mare

Field Book.....p..... Traverse Book.....p.....

Reference Plans

Examined..... Correct.....

Approved as to Survey by Land Information NZ on 14 / 1 / 2005.

Deposited by Land Information NZ on 21 / 1 / 2005

File 899_10a
Received 20-0-05
Approved DMLH 9/13
DP351273

BASEMENT LEVEL

LEVEL DATUM BM
011 XXV
816835.76m
50 333819
R.L.349.11

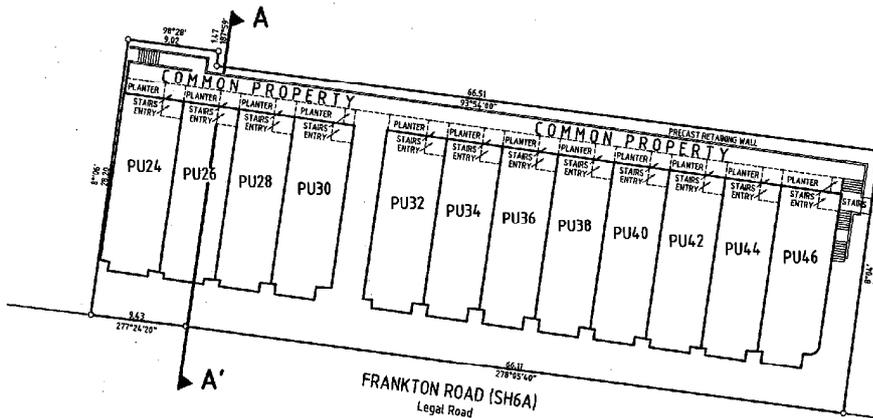
SHEET 1 OF 5

LAND DISTRICT OTAGO

UNITS ON LOT 4 D.P.351561

Territorial Authority QUEENSTOWN LAKES DISTRICT
Surveyed by CLARK FORTUNE McDONALD & ASSOCS.
Scale 1:250
Date: March 2005

5
D.P.351561



GROUND FLOOR LEVEL

Approvals

Total Area
Comprised in CT 211089

I, PETER DE LA MARE, being a person entitled to practice as a licensed industrial surveyor, certify that (a) The Surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2; (b) The dataset is accurate, and has been created in accordance with that Act and these Rules.

DATED AT QUEENSTOWN THIS 17th DAY OF June 2005.
P. De La Mare

Field Book.....p..... Traverse Book.....p.....
Reference Plans
Examined..... Correct.....

Approved as to Survey by Land Information NZ on 14 / 11 / 2005

SHEET 2 OF 5

Deposited by Land Information NZ on 29 / 11 / 2005

LAND DISTRICT OTAGO

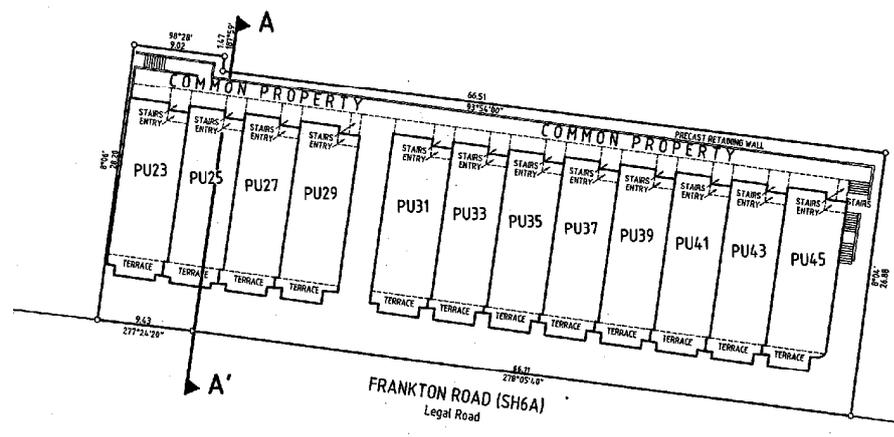
UNITS ON LOT 4 D.P.351561

Territorial Authority QUEENSTOWN LAKES DISTRICT
Surveyed by CLARK FORTUNE McDONALD & ASSOCS.
Scale 1:250 Date: March 2005

File 896_18a
Revised 20-0-05
Approved DMLM 97/3

DP351273

5
D.P.351561



FIRST FLOOR LEVEL

Approved

Total Area
Comprised in CT 211089

I, PETER DE LA MARE, being a person entitled to practice as a licensed cadastral surveyor, certify that -
(a) The Survey to which this document relates is accurate, and was undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2;
(b) This document is accurate, and has been created in accordance with that Act and these Rules.
DATED AT QUEENSTOWN THIS 17th DAY OF June 2005
P. De La Mare

Field Book.....p..... Traverse Book.....p.....
Reference Plans
Examined..... Correct.....

Approved as to Survey by Land Information NZ on 14 / 7 / 2005

Deposited by Land Information NZ on 21 / 7 / 2005

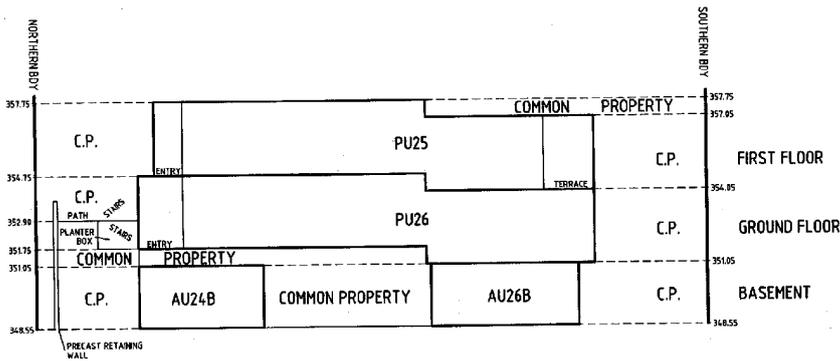
LAND DISTRICT OTAGO

UNITS ON LOT 4 D.P.351561

Territorial Authority QUEENSTOWN LAKES DISTRICT
Surveyed by CLARK FORTUNE McDONALD & ASSOCS.
Scale 1:250 Date: March 2005

File 8816_18a
Issued 12-6-05
Approved DMLH 97/3
DP351273

SHEET 3 OF 5



Approvals

Total Area
Comprised in CT 211089

I, PETER DE LA MARE, being a person entitled to practice as a licensed cadastral surveyor, certify that -
(a) the Survey to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2;
(b) this dataset is accurate, and has been created in accordance with that Act and these Rules.
DATED AT QUEENSTOWN THIS 17th DAY OF June 2005.
P. De La Mare

Field Book.....p..... Traverse Book.....p.....
Reference Plans
Examined..... Correct.....

Approved as to Survey by Land Information NZ on 14/7/2005.

Deposited by Land Information NZ on 21/7/2005

File 886_30a
Received 22-6-05
Approved DLM 97/3
DP351273

LAND DISTRICT OTAGO

UNITS ON LOT 4 D.P.351561

Territorial Authority QUEENSTOWN LAKES DISTRICT
Surveyed by CLARK FORTUNE McDONALD & ASSOCS.
Scale 1:100 Date: March 2005

SHEET 4 OF 5



Approvals

CT	APPELLATION	UNIT ENTITLEMENTS	HEIGHT LIMITS	
			UPPER	LOWER
210067	PU23	406	357.75	354.05
	AU23A	14	351.05	348.55
	AU23B	14	351.05	348.55
Total Unit 23			434	
210468	PU24	380	354.75	351.05
	AU24A	14	351.05	348.55
	AU24B	14	351.05	348.55
Total Unit 24			408	
210069	PU25	401	357.75	354.05
	AU25A	14	351.05	348.55
	AU25B	14	351.05	348.55
Total Unit 25			429	
210070	PU26	371	354.75	351.05
	AU26A	14	351.05	348.55
	AU26B	14	351.05	348.55
Total Unit 26			399	
210071	PU27	401	357.75	354.05
	AU27A	14	351.05	348.55
	AU27B	14	351.05	348.55
Total Unit 27			429	
210072	PU28	371	354.75	351.05
	AU28A	14	351.05	348.55
	AU28B	14	351.05	348.55
Total Unit 28			399	
210073	PU29	406	357.75	354.05
	AU29A	14	351.05	348.55
	AU29B	14	351.05	348.55
Total Unit 29			434	
210074	PU30	380	354.75	351.05
	AU30A	14	351.05	348.55
	AU30B	14	351.05	348.55
Total Unit 30			408	
210075	PU31	406	357.75	354.05
	AU31A	14	351.05	348.55
	AU31B	14	351.05	348.55
Total Unit 31			434	
210076	PU32	380	354.75	351.05
	AU32A	14	351.05	348.55
	AU32B	14	351.05	348.55
Total Unit 32			408	
210077	PU33	401	357.75	354.05
	AU33A	14	351.05	348.55
	AU33B	14	351.05	348.55
Total Unit 33			429	
210078	PU34	371	354.75	351.05
	AU34A	14	351.05	348.55
	AU34B	14	351.05	348.55
Total Unit 34			399	

CT	APPELLATION	UNIT ENTITLEMENTS	HEIGHT LIMITS	
			UPPER	LOWER
210079	PU35	401	357.75	354.05
	AU35A	14	351.05	348.55
	AU35B	14	351.05	348.55
Total Unit 35			429	
210080	PU36	371	354.75	351.05
	AU36A	14	351.05	348.55
	AU36B	14	351.05	348.55
Total Unit 36			399	
210081	PU37	401	357.75	354.05
	AU37A	14	351.05	348.55
	AU37B	14	351.05	348.55
Total Unit 37			429	
210082	PU38	371	354.75	351.05
	AU38A	14	351.05	348.55
	AU38B	14	351.05	348.55
Total Unit 38			399	
210083	PU39	401	357.75	354.05
	AU39A	14	351.05	348.55
	AU39B	14	351.05	348.55
Total Unit 39			429	
210084	PU40	371	354.75	351.05
	AU40A	14	351.05	348.55
	AU40B	14	351.05	348.55
Total Unit 40			399	
210085	PU41	401	357.75	354.05
	AU41A	14	351.05	348.55
	AU41B	14	351.05	348.55
Total Unit 41			429	
210086	PU42	371	354.75	351.05
	AU42A	14	351.05	348.55
	AU42B	14	351.05	348.55
Total Unit 42			399	
210087	PU43	401	357.75	354.05
	AU43A	14	351.05	348.55
	AU43B	14	351.05	348.55
Total Unit 43			429	
210088	PU44	371	354.75	351.05
	AU44A	14	351.05	348.55
	AU44B	14	351.05	348.55
Total Unit 44			399	
210089	PU45	410	357.75	354.05
	AU45A	14	351.05	348.55
	AU45B	14	351.05	348.55
Total Unit 45			438	
210090	PU46	384	354.75	351.05
	AU46A	14	351.05	348.55
	AU46B	14	351.05	348.55
Total Unit 46			412	
Total Unit Entitlement			10,000	

Address of Body Corporate
Pounamu Apartments
Frankton Road
Queenstown

Total Area
Comprised in CT 211089

I, PETER DE LA HARE, being a person entitled to practice as a licensed cadastral surveyor, certify that -
(a) the Survey in which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2008 and the Surveyor-General's Rules for Cadastral Survey 2008/2;
(b) this dataset is accurate, and has been created in accordance with that Act and those Rules.

DATED AT QUEENSTOWN THIS 17th DAY OF June 2005
P. De La Hare

Field Book Traverse Book
Reference Plans
Examined Correct

Approved as to Survey by Land Information NZ on 14 / 7 / 2005.

Deposited by Land Information NZ on 21 / 7 / 2005

File 886_30a
Received 20-7-05
Approved DLM 97/3 DP351273

LAND DISTRICT OTAGO

UNITS ON LOT 4 D.P.351561

Territorial Authority QUEENSTOWN LAKES DISTRICT
Surveyed by CLARK FORTUNE McDONALD & ASSOCS.
Scale not reqd Date: March 2005

SHEET 5 OF 5



SUPPLEMENTARY RECORD SHEET UNDER UNIT TITLES ACT 1972

Search Copy

Identifier 246462
Land Registration District Otago
Date Issued 06 October 2005
Plan Number DP 351683

Subdivision of
Lot 6 Deposited Plan 351561

Prior References
211091

Unit Titles Issued

212103	212104	212105	212106
212107	212108	212109	212110
212111	212112	212113	212114
212115	212116		

Interests

OWNERSHIP OF COMMON PROPERTY

Pursuant to Section 47 Unit Titles Act 2010 -

(a) the body corporate owns the common property and

(b) the owners of all the units are beneficially entitled to the common property as tenants in common in shares proportional to the ownership interest (or proposed ownership interest) in respect of their respective units.

The above memorial has been added to Supplementary Record Sheets issued under the Unit Titles Act 1972 to give effect to Section 47 of the Unit Titles Act 2010.

Appurtenant hereto is a right of way created by Transfer 421641 - 23.4.1974 at 10:54 am

Subject to a right of way (pedestrian) over part marked F and a right to drain stormwater over part marked H on DP 351683 created by Easement Instrument 6504317.3 - 21.7.2005 at 9:00 am

Appurtenant hereto is a right of way, rights to convey water, electricity, gas and telecommunications, to drain stormwater and sewage and right of way (pedestrian) created by Easement Instrument 6504317.3 - 21.7.2005 at 9:00 am

The easements created by Easement Instrument 6504317.3 are subject to Section 243 (a) Resource Management Act 1991

6598328.2 Change of rules of the Body Corporate - 6.10.2005 at 9:00 am

6598328.3 Change of address of the Body Corporate - 6.10.2005 at 9:00 am

7052211.1 Change of address of the Body Corporate - 2.10.2006 at 9:00 am

7112001.1 Change of rules of the Body Corporate - 14.11.2006 at 9:00 am

9598454.1 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 10.12.2013 at 1:31 pm

LT 351683 (Title Plan)

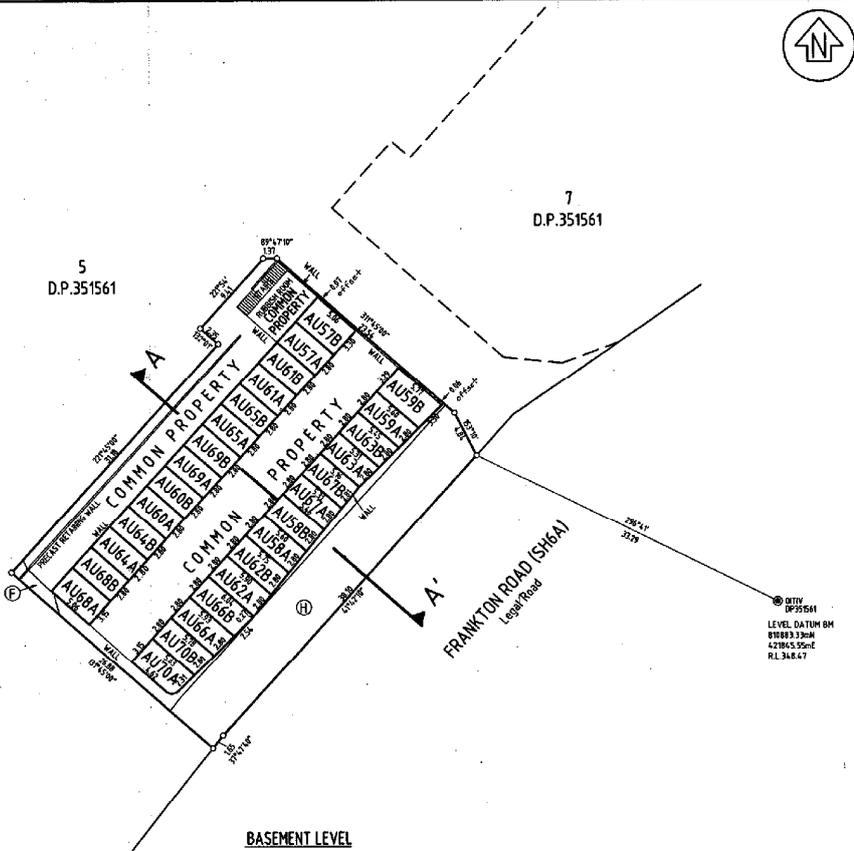


Doc 1000000



5
D.P.351561

7
D.P.351561



EXISTING SUBJECT EASEMENTS		
Purpose	Shown	Document
Right of Way (Pedestrian)	F	E16504317.3
Right to Drain Stormwater	N	

EXISTING APPURTENANT EASEMENTS	
Purpose	Document
Right of Way (Pedestrian)	E16504317.3
Right to drain Stormwater and sewage	
Right of Way	
Right to convey Water, Electricity, Gas & Telecommunications	
Right of Way	T421641

Approvals

Unless otherwise shown, PU boundaries are defined by centreline of walls, floors and ceilings. AU boundaries defined by dimension.

Origin of Levels is ASBj (MBOA) R.L.348.40

Boundaries adopted from D.P.351561.

Bearings are in terms of Geodetic Datum 2010
Level Datum Quads Metric Datum

Total Area 1130m²
Comprised in CT 211091

I, PETER DE LA MAR, being a person entitled to practice as a licensed cadastral surveyor, certify that -
(a) The Survey to which this document relates was accurately and lawfully undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for Cadastral Survey 2002/2;
(b) This document is accurate, and has been treated in accordance with that Act and these Rules.

DATED AT DUNEDIN THIS 23rd DAY OF August 2005
P. De La Mar

Field Book.....p..... Traverse Book.....p.....
Reference Plans.....
Examined..... Correct.....

Approved as to Survey by Land Information New Zealand on: 14.1.9.12005

Deposited by Land Information New Zealand on: 6.11.2005

File 896_397/016-3
Received 20/8/05
Approved DMLH 9/13

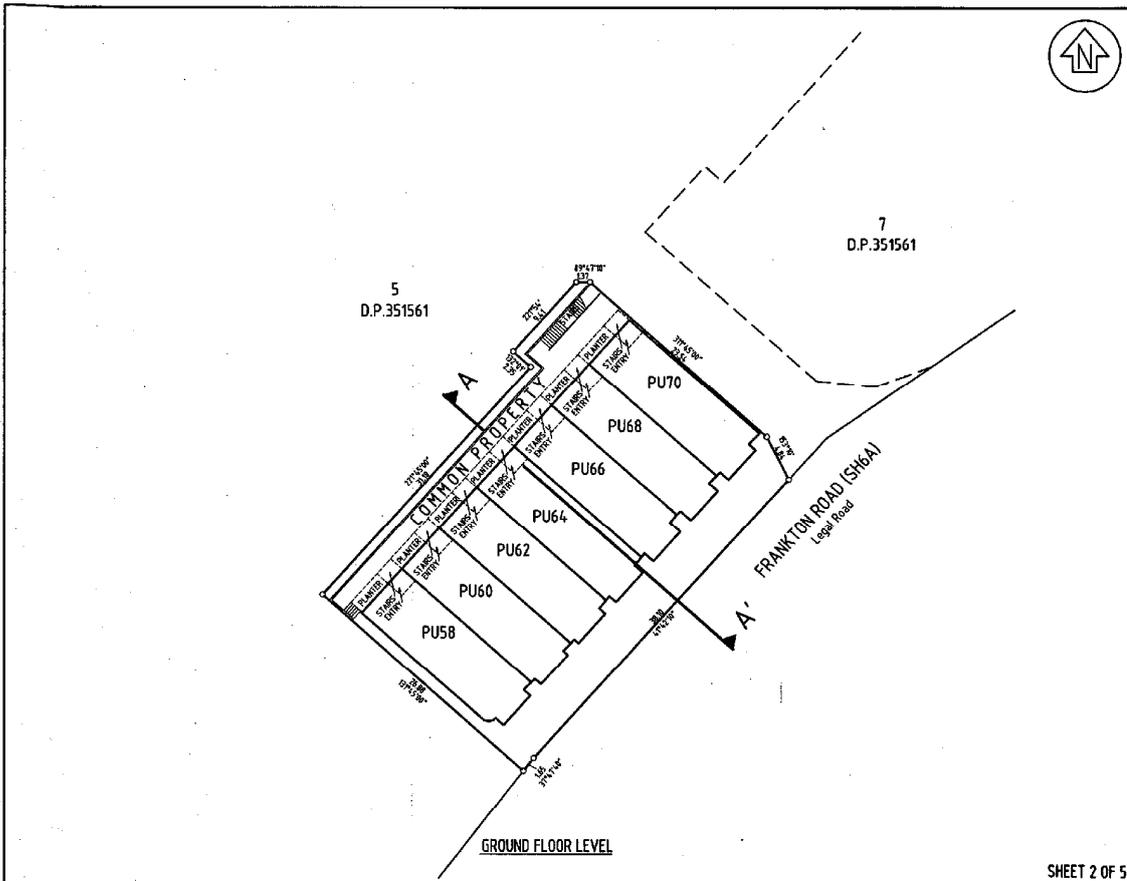
DP351683

LAND DISTRICT OTAGO

UNITS ON LOT 6 D.P.351561

Territorial Authority QUEENSTOWN LAKES DISTRICT
Surveyed by CLARK FORTUNE McDONALD & ASSOCS.
Scale 1:250 Date: August 2005

SHEET 1 OF 5



Approvals

Total Area 1130m²
 Comprised in CT 211091

I, PETER DE LA MARE, being a person entitled to practice as a licensed cadastral surveyor, certify that -
 (a) The surveys to which this document relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002;
 (b) This document is accurate, and has been created in accordance with that Act and those Rules.
 DATED AT QUEENSTOWN THIS 22th day of August 2005
 P. De La Mare

Field Book.....p..... Traverse Book.....p.....
 Reference Plans
 Examined..... Correct.....

Approved as to Survey by Land Information New Zealand on: 14.9.2005

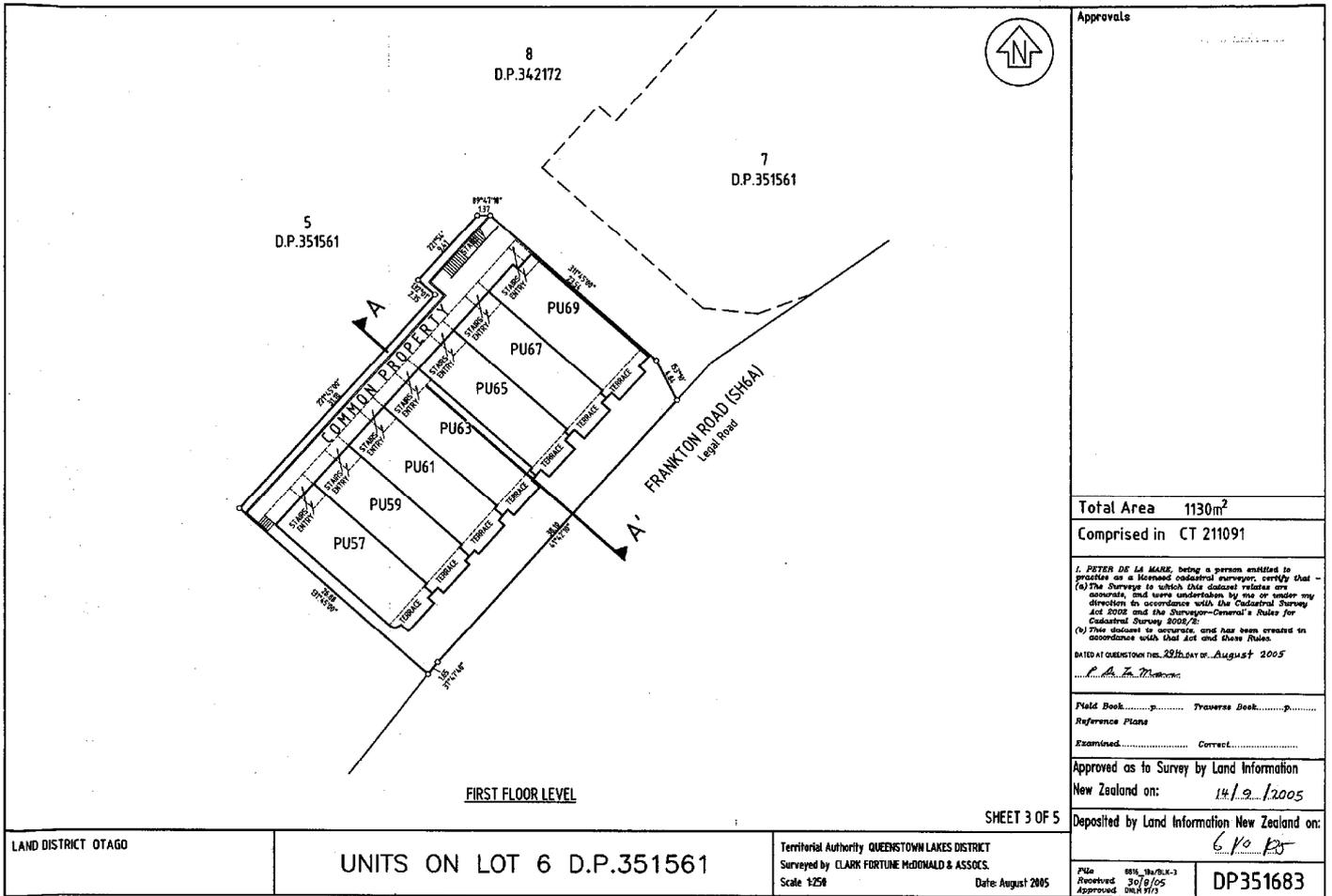
Deposited by Land Information New Zealand on: 6.10.05
 DP351683

LAND DISTRICT OTAGO

UNITS ON LOT 6 D.P.351561

Territorial Authority QUEENSTOWN LAKES DISTRICT
 Surveyed by CLARK FORTUNE McDONALD & ASSOC'S.
 Scale 1:250 Date August 2005

SHEET 2 OF 5



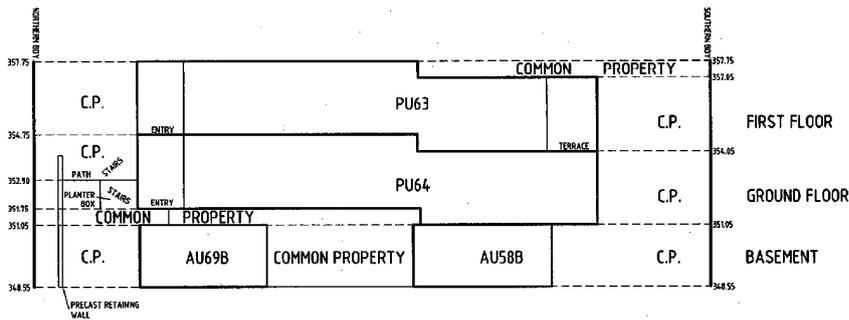
Approvals	
<p>Total Area 1130m² Comprised in CT 211091</p> <p>I, PETER DE LA MARE, being a person entitled to practice as a licensed cadastral surveyor, certify that - (a) The surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2; (b) This dataset is accurate, and has been created in accordance with that Act and these Rules.</p> <p>DATED AT QUEENSTOWN this 29th day of August 2005 P. A. De La Mare</p>	
Field Book	Traverse Book
Reference Plans	
Examined	Correct
Approved as to Survey by Land Information New Zealand on:	14/9/2005
Deposited by Land Information New Zealand on:	6/10/05
File Received Approved	889_18/8/05-3 30/9/05 DWH 2/3
	DP351683

LAND DISTRICT OTAGO

UNITS ON LOT 6 D.P.351561

Territorial Authority QUEENSTOWN LAKES DISTRICT
Surveyed by CLARK FORTUNE McDONALD & ASSOCS.
Scale 1:250 Date: August 2005

SHEET 3 OF 5



SECTION A-A'

SHEET 4 OF 5

LAND DISTRICT OTAGO

UNITS ON LOT 6 D.P.351561

Territorial Authority QUEENSTOWN LAKES DISTRICT
 Surveyed by CLARK FORTUNE McDONALD & ASSOCS.
 Scale 1:100

Date: August 2005

Approvals

Total Area 1130m²
 Comprised in CT 211091

I, PETER DE LA MARE, being a person entitled to practice as a Licensed cadastral surveyor, certify that -
 (a) The Surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2005/2;
 (b) This dataset is correct, and has been created in accordance with that Act and these Rules.
 DATED AT QUEENSTOWN THIS 23rd DAY of August 2005
 P. De La Mare

Field Book.....p..... Traverse Book.....p.....
 Reference Plans

Examined..... Correct.....

Approved as to Survey by Land Information
 New Zealand on: 14/9/2005

Deposited by Land Information New Zealand on: 6/10/05

File 891_10/BLK-3
 Received 20/8/05
 Approved D&A/17/3

DP351683

CT	APPELLATION	UNIT ENTITLEMENTS	HEIGHT LIMITS	
			UPPER	LOWER
212103	PU57	700	357.75	354.05
	AU57A	25	351.05	348.55
	AU57B	25	351.05	348.55
	Total Unit 57	750		
212104	PU58	650	354.75	351.05
	AU58A	25	351.05	348.55
	AU58B	25	351.05	348.55
	Total Unit 58	700		
212105	PU59	685	357.75	354.05
	AU59A	25	351.05	348.55
	AU59B	25	351.05	348.55
	Total Unit 59	735		
212106	PU60	635	354.75	351.05
	AU60A	25	351.05	348.55
	AU60B	25	351.05	348.55
	Total Unit 60	685		
212107	PU61	685	357.75	354.05
	AU61A	25	351.05	348.55
	AU61B	25	351.05	348.55
	Total Unit 61	735		
212108	PU62	635	354.75	351.05
	AU62A	25	351.05	348.55
	AU62B	25	351.05	348.55
	Total Unit 62	685		
212109	PU63	685	357.75	354.05
	AU63A	25	351.05	348.55
	AU63B	25	351.05	348.55
	Total Unit 63	735		

CT	APPELLATION	UNIT ENTITLEMENTS	HEIGHT LIMITS	
			UPPER	LOWER
212110	PU64	635	354.75	351.05
	AU64A	25	351.05	348.55
	AU64B	25	351.05	348.55
	Total Unit 64	685		
212111	PU65	685	357.75	354.05
	AU65A	25	351.05	348.55
	AU65B	25	351.05	348.55
	Total Unit 65	735		
212112	PU66	635	354.75	351.05
	AU66A	25	351.05	348.55
	AU66B	25	351.05	348.55
	Total Unit 66	685		
212113	PU67	685	357.75	354.05
	AU67A	25	351.05	348.55
	AU67B	25	351.05	348.55
	Total Unit 67	735		
212114	PU68	635	354.75	351.05
	AU68A	25	351.05	348.55
	AU68B	25	351.05	348.55
	Total Unit 68	685		
212115	PU69	700	357.75	354.05
	AU69A	25	351.05	348.55
	AU69B	25	351.05	348.55
	Total Unit 69	750		
212116	PU70	650	354.75	351.05
	AU70A	25	351.05	348.55
	AU70B	25	351.05	348.55
	Total Unit 70	700		
Total Unit Entitlement		10,000		

Address of Body Corporate
Pounamu Apartments
Frankton Road
Queenstown

Approvals

Total Area 1130m²
Comprised in CT 211091

I, PETER DE LA HARE, being a person entitled to practice as a licensed cadastral surveyor, certify that -
(a) The Survey in which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2008 and the Surveyor-General's Rules for Cadastral Survey 2008;
(b) This dataset is accurate, and has been created in accordance with that Act and those Rules.

DATED AT QUEENSTOWN THIS 22th DAY OF August

P. de la Hare

Field Book.....p..... Traverse Book.....p.....

Reference Plans

Examined..... Correct.....

Approved as to Survey by Land Information

New Zealand on: 14.9.2005

Deposited by Land Information New Zealand on:

L. de la Hare

File 886_M/05.L-1
Received 30/8/05
Approved 04/9/05

DP351683

LAND DISTRICT OTAGO

UNITS ON LOT 6 D.P.351561

Territorial Authority QUEENSTOWN LAKES DISTRICT
Surveyed by CLARK FORTUNE McDONALD & ASSOCS.

Scale: not reqd

Date: August 2005

SHEET 5 OF 5



SUPPLEMENTARY RECORD SHEET UNDER LAND TRANSFER ACT 1952

Search Copy

Identifier 273601
Land Registration District Otago
Date Issued 20 February 2006
Plan Number DP 360688

Subdivision of
Lot 7 Deposited Plan 351561

Prior References
211092

Unit Titles Issued			
246809	246810	246811	246812
246813	246814	246815	246816

Interests

Appurtenant hereto is a right of way created by Transfer 421641 - 23.4.1974 at 10:54 am

Appurtenant hereto is a right of way, rights to convey water, electricity, gas and telecommunications, to drain stormwater and sewage and rights of way (pedestrian) created by Easement Instrument 6504317.3 - 21.7.2005 at 9:00 am

The easements created by Easement Instrument 6504317.3 are subject to Section 243 (a) Resource Management Act 1991

6762523.1 Change of rules of the Body Corporate - 23.2.2006 at 9:00 am

7052204.1 Change of rules of the Body Corporate - 2.10.2006 at 9:00 am

7112023.1 Change of rules of the Body Corporate - 14.11.2006 at 9:00 am

9598463.1 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 10.12.2013 at 1:34 pm

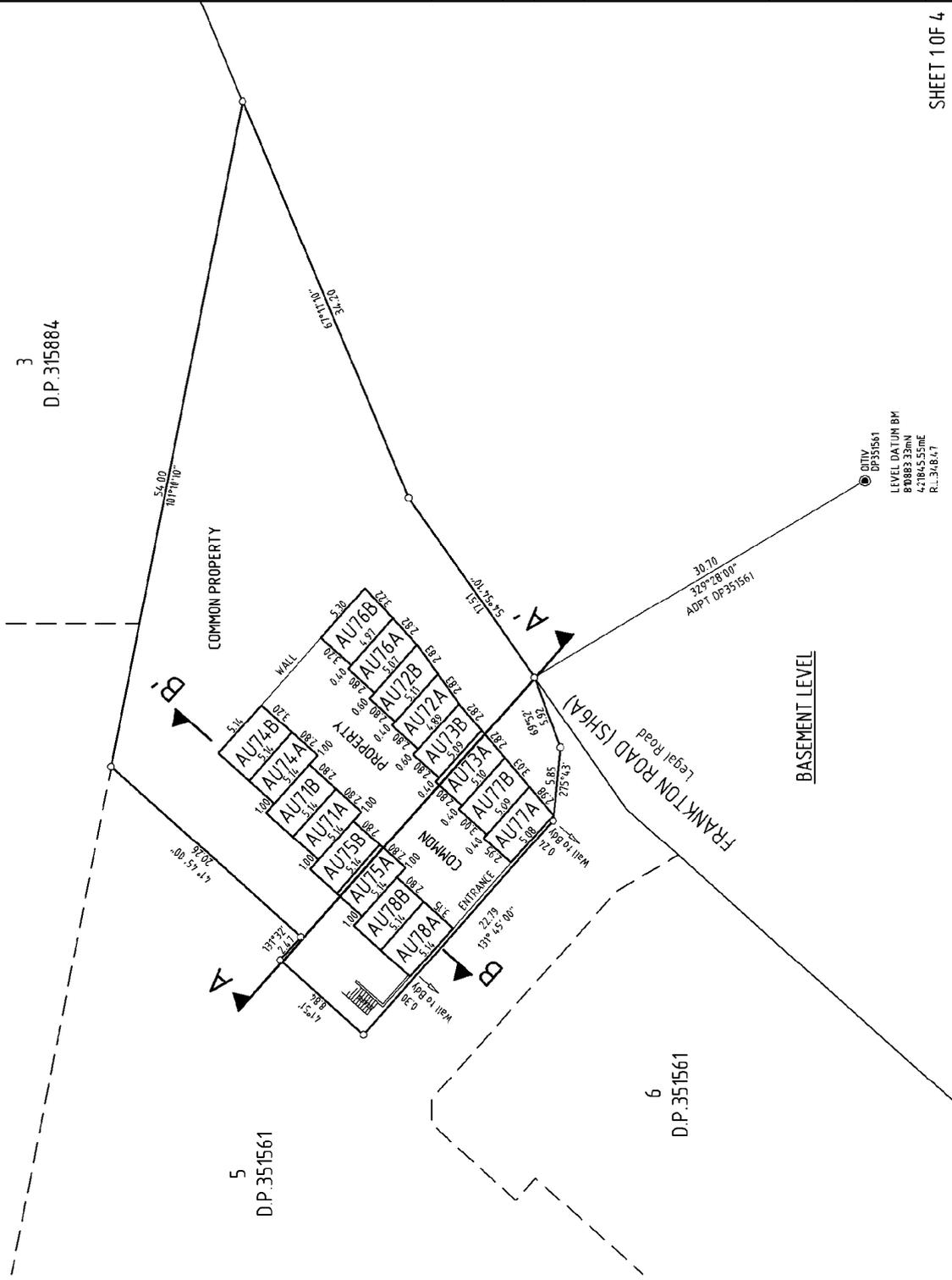


26
D.P. 12365

3
D.P. 315884

5
D.P. 351561

6
D.P. 351561



SHEET 1 OF 4

Territorial Authority QUEENSTOWN LAKES DISTRICT
 Surveyed by CLARK FORTUNE MCDONALD & ASSOCS
 Scale: 1:250@A2 Date: Nov. 2005

UNITS ON LOT 7 D.P. 351561

LAND DISTRICT OTAGO

Approvals

Notes:
 Unless otherwise shown, PU boundaries are defined by centreline of walls, floors and ceilings. AU boundaries defined by dimension.
 Origin of Levels is ASBJ (MBOA) R.L.348.40
 Boundaries adopted from D.P.351561.

Bearings are in terms of Geodetic Datum 2000
 Levels in terms of Dunedin Metric Datum

Total Area 1,316m²
 Comprised in CT 211092

I, PETER DE LA MURE, being a person entitled to practice as a licensed cadastral surveyor, certify that (a) The Surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2; (b) The dataset is correct, and has been created in accordance with that Act and those Rules.
 DATED AT QUEENSTOWN THIS DAY OF 2005

Field Book.....P..... Traverse Book.....P.....
 Reference Plans DP 351561
 Examined..... Correct.....

Approved as to Survey by Land Information NZ on / /

Deposited by Land Information NZ on / /

File Registered Approved D.M.M. 97/3
 8816_13
 D.P. 360688

Approvals

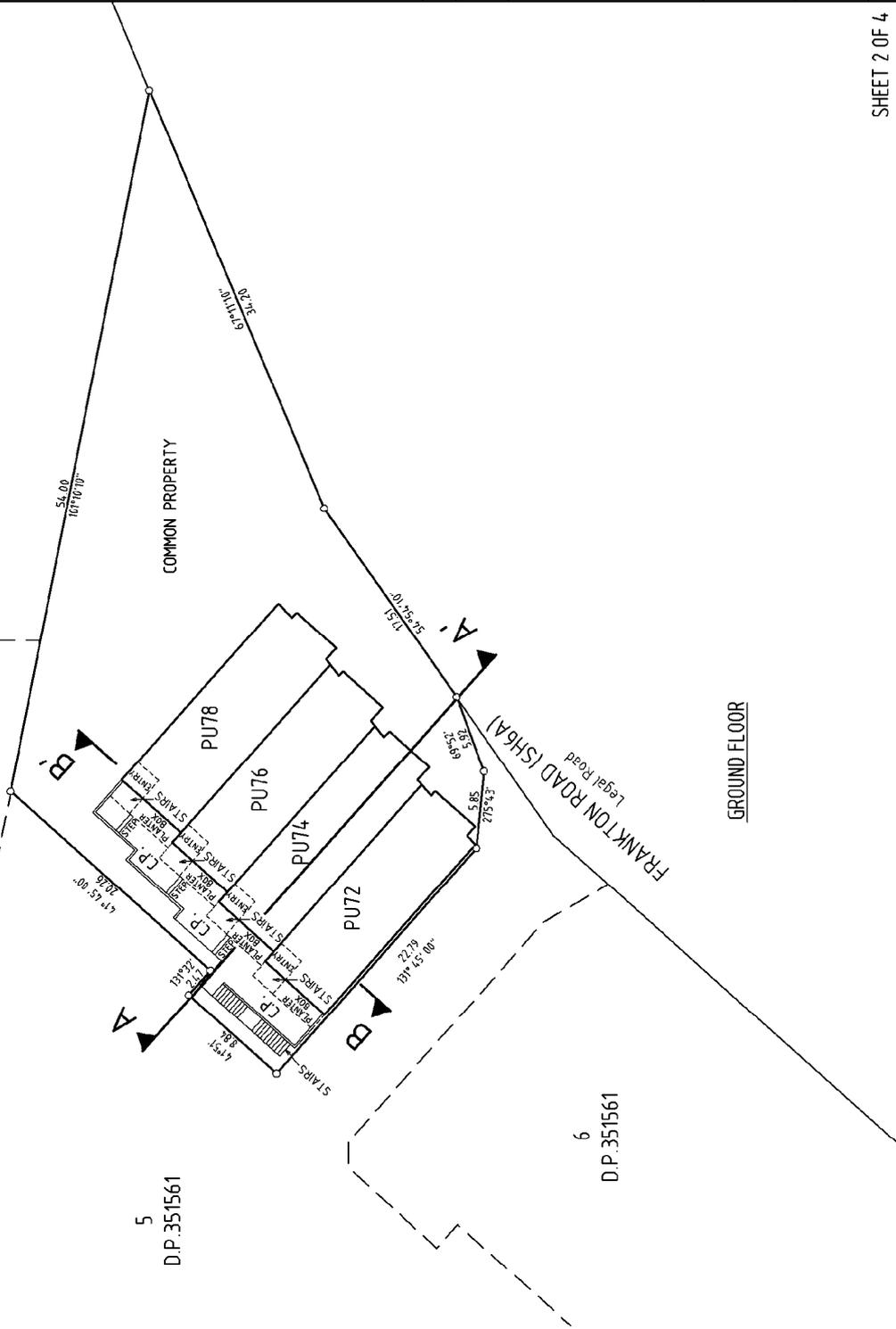


26
D.P. 12365

3
D.P. 315884

5
D.P. 351561

6
D.P. 351561



Total Area 1,316m²
Comprised in CT 211092

I, PETER DE LA MURE, being a person entitled to practise as a licensed cadastral surveyor, certify that (a) The Surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor-General's Rules for Cadastral Survey 2002/2; (b) This dataset is correct, and has been created in accordance with that Act and those Rules.
DATED AT QUEENSTOWN THIS DAY OF 2005

Field Book.....p..... Traverse Book.....p.....
Reference Plans.....
Examined..... Correct.....

Approved as to Survey by Land Information NZ on / .. / ..

Deposited by Land Information NZ on / .. / ..

File Registered Approved D.M.14.97/3 8816_13
D.P. 360688

SHEET 2 OF 4

Territorial Authority QUEENSTOWN LAKES DISTRICT
Surveyed by CLARK FORTUNE McDONALD & ASSOCs
Scale: 1:250@A2
Date: Nov. 2005

UNITS ON LOT 7 D.P. 351561

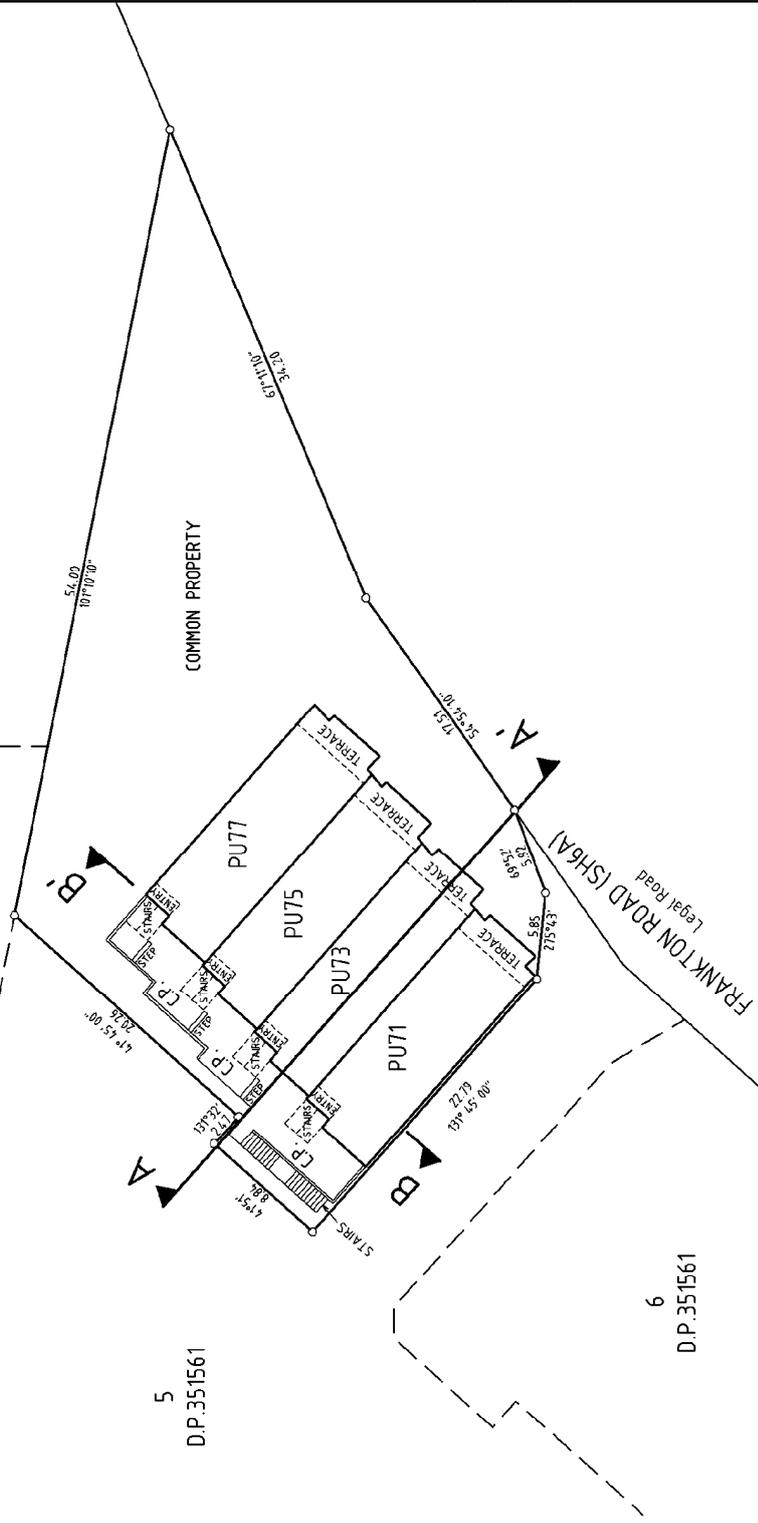
LAND DISTRICT OTAGO

Approvals



26
D.P. 12365

3
D.P. 315884



FIRST FLOOR

6
D.P. 351561

Total Area 1,316m²

Comprised in CT 211092

I, PETER DE LA MURE, being a person entitled to practise as a licensed cadastral surveyor, certify that (a) The Surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for Cadastral Survey 2002/2; (b) This dataset is correct, and has been created in accordance with that Act and those Rules.

DATED AT QUEENSTOWN THIS DAY OF 2005

Field Book.....P..... Traverse Book.....P.....

Reference Plans

Examined..... Correct.....

Approved as to Survey by Land Information NZ on / .. / ..

Deposited by Land Information NZ on / .. / ..

SHEET 3 OF 4

Territorial Authority QUEENSTOWN LAKES DISTRICT
 Surveyed by CLARK FORTUNE McDONALD & ASSOCS
 Scale: 1:250@A2
 Date: Nov. 2005

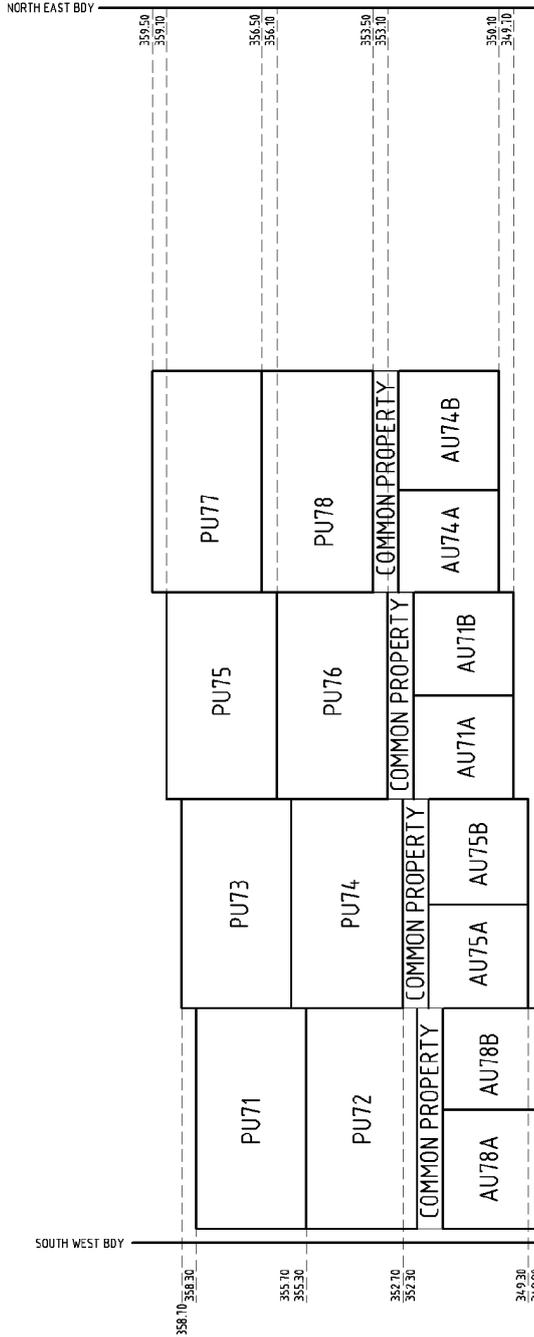
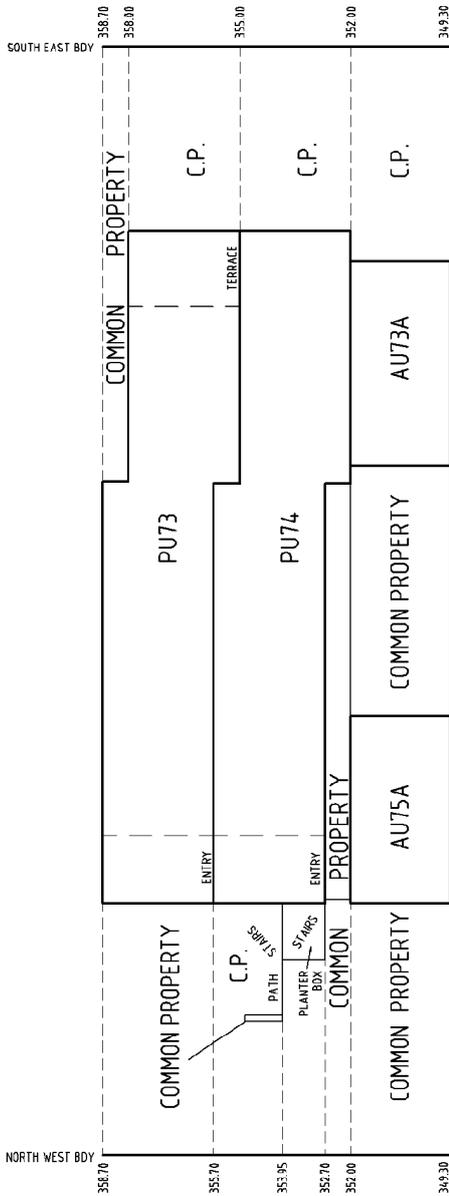
UNITS ON LOT 7 D.P. 351561

LAND DISTRICT OTAGO

D.P. 360688

File Referred Approved D.M. 97/3

Approvals



Total Area 1,316m²

Comprised in CT 211092

I, PETER DE LA MURE, being a person entitled to practise as a licensed cadastral surveyor, certify that (a) the Surveys to which this dataset relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for Cadastral Survey 2002/2; (b) the dataset is correct, and has been created in accordance with that Act and those Rules.

DATED AT QUEENSTOWN THIS DAY OF

Field Book.....p..... Traverse Book.....p.....
 Reference Plans
 Examined..... Correct.....

Approved as to Survey by Land Information NZ on / .. / ..

Deposited by Land Information NZ on / .. / ..

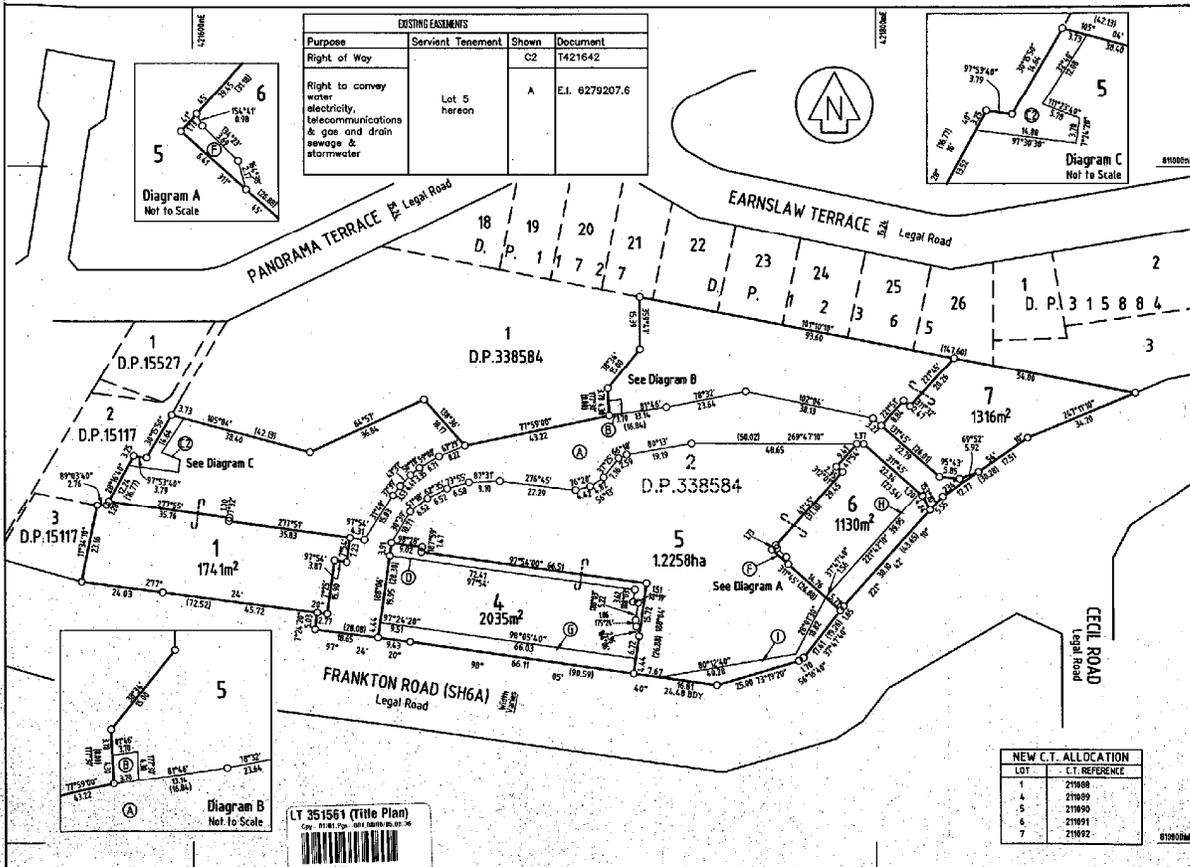
File Registered Approved DNIM 97/3
 8816_13
 D.P.360688

SHEET 4 OF 4

Territorial Authority QUEENSTOWN LAKES DISTRICT
 Surveyed by CLARK FORTUNE McDONALD & ASSOC'S
 Scale:
 Date: Nov. 2005

LAND DISTRICT OTAGO
 UNITS ON LOT 7 D.P.351561

ATTACHMENT E



EXISTING EASEMENTS			
Purpose	Servient Tenement	Shown	Document
Right of Way		C2	1421642
Right to convey water, electricity, telecommunications & gas and drain sewage & stormwater	Lot 5 hereon	A	E.I. 6279207.6

Approvals

MEMORANDUM OF EASEMENTS			
Purpose	Servient Tenement	Shown	DOMINANT TENEMENT
Right to drain stormwater	Lot 5 hereon	(A)	Lot 4, 5, 7 hereon
Right of Way (Pedestrian)	Lot 5 hereon	(A)	Lot 1, 4, 5, 7 hereon
Right to convey water, gas & telecommunications	Lot 5 hereon	(A)	Lot 1, 4, 5, 7 hereon
Right of Way (Overhead)	Lot 4 hereon	(B)	Lot 1, 4, 5, 7 hereon
Right of Way (Pedestrian)	Lot 8 hereon	(P)	Lot 1, 4, 5, 7 hereon
Right to drain sewage	Lot 4 hereon	(B)	Lot 1 & 5 hereon
Right to convey water, gas & telecommunications	Lot 8 hereon	(P)	Lot 1, 4 & 5 hereon
Right to drain stormwater	Lot 5 hereon	(A)	Lot 4 hereon

MEMORANDUM OF EASEMENTS IN GROSS			
Purpose	Servient Tenement	Shown	GRANTEE
Right to Transfer & Convey Electricity	Lot 8 hereon	(A) (B)	Aurora Energy Ltd
Right to Convey Telecommunications	Lot 8 hereon	(A)	Telecom New Zealand Ltd.

PROPOSED EASEMENTS IN GROSS			
Purpose	Servient Tenement	Shown	GRANTEE
Right to Convey Water	Lot 8 hereon	(A)	Queensdown Lakes District Council
Right to Convey Gas	Lot 8 hereon	(A)	Rockledge Ltd.

CLASS OF SURVEY: 1
 Total Area 1.8480HA
 Comprised in C.T. 158871 (ALL)

PETER DE LA MARE
 being a person entitled to practice as a Licensed Cadastral Surveyor, certify that
 (a) the survey to which this document relates was conducted, and was undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Survey-General's Rules for Cadastral Survey 2002/2
 (b) this document is accurate, and has been created in accordance with that Act and those Rules

Field Book _____
 Reference Plans _____
 Examined _____ Correct _____

Approved as to Survey by Land Information New Zealand on: 22/06/05

Deposited by Land Information New Zealand on: 23/7/2005

NEW C.T. ALLOCATION	
LOT	C.T. REFERENCE
1	21808
4	21809
5	21890
6	21891
7	21892

LT 351561 (Title Plan)
 Copy: 01/01/2005, 01/11/2005, 02/07/05

LAND DISTRICT OTAGO

LOTS 1 & 4-7 BEING A SUBDIVISION OF LOT 2 D.P.338584

TERRITORIAL AUTHORITY QUEENSTOWN LAKES DISTRICT
 Surveyed by CLARK FORTUNE McDONALD & ASSOC.
 Scale 1:750 Date MAY 2005

File: 8816_06d
 Packaged: 7-6-05
 Authorisation: D.P.351561

ATTACHMENT F

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

Easement instrument to grant easement or profit à prendre, or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

EI 6504317.3 Easement I

Land registration district

OTAGO



Cpy - 01/01, Pgs - 008, 20/07/05, 16:17



Grantor

Surname(s) must be underlined or in CAPITALS.

PINPOINT TRUSTEES LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

PINPOINT TRUSTEES LIMITED

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

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

Dated this 15th day of July 2005.

Attestation

	Signed in my presence by the Grantor
Robert Daniel McEwan Director	_____ Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name
Kelly Robert McEwan Director	Occupation
Signature [common seal] of Grantor	Address

	Signed in my presence by the Grantee
Robert Daniel McEwan Director	_____ Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name
Kelly Robert McEwan Director	Occupation
Signature [common seal] of Grantee	Address

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

[Solicitor for the Grantee]

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

3 8 50

Annexure Schedule 1



Easement instrument

Dated 15/7/05

Page 1 of 6 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right to drain Stormwater	A on DP 351561	211090	211089, 211091, 211092
Right of Way, Right to convey water, Right to drain sewage	A on DP 351561	211090	211088, 211089, 211091, 211092
Right to convey electricity, gas and telecommunications	A on DP 351561	211090	211088, 211089, 211091, 211092
			(continued)

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

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

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

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

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

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

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

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

[Annexure Schedule 2].

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

Annexure Schedule



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

Easement

Dated

15/7/05

Page

2

of

6

pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule

Continuation of Schedule A

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT)
Right of Way (Pedestrian)	D on DP 351561	211089	211088, 211090, 211091, 211092
Right of Way (Pedestrian)	F on DP 351561	211091	211088, 211089, 211090, 211092
Right to drain sewage, Right to convey water, gas and telecommunications	G on DP 351561	211089	211088, 211090
Right to drain stormwater	H on DP 351561	211091	211089, 211090
Right to drain stormwater	I on DP 351561	211090	211089

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

[Handwritten signatures and initials]

Annexure Schedule



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

Easement

Dated

15/7/05

Page

3

of

6

pages

(Continue in additional Annexure Schedule, if required.)

Annexure Schedule 2

Rights and Powers

1. The rights and powers set out in the Fourth Schedule of the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952 are herein implied except as they are added to or substituted hereto.
2. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952 the provisions of the Ninth Schedule must prevail.
3. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952 and the modifications in this Easement Instrument the modifications must prevail.
4. No power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision of this instrument (whether express or implied) or for any other cause, it being the intention of the parties that each easement shall subsist for all time unless it is surrendered.

The maintenance provisions in the Fourth Schedule of the Land Transfer Regulations 2002 are modified as follows:

1. Any maintenance, repair or replacement of right of way, stormwater, sewage drains and pipes and electric power cables gas pipes and cable on the servient or dominant land over the stipulated course that is necessary because of any act or omission by the Grantor must be carried out promptly by the Grantor and at the sole cost of the Grantor. Where the act or omission is the partial cause of the maintenance repair or replacement the costs payable by the Grantor responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fourth Schedule to the Land Transfer Regulations 2002).

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



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

Easement

Dated

15/7/05

Page

4

of

6

pages

(Continue in additional Annexure Schedule, if required.)

2. Any maintenance, repair or replacement of right of way, stormwater, sewage drains and pipes and electric power cables and cable on the servient or dominant land over the stipulated course that is necessary because of any act or omission by the Grantee must be carried out promptly by the Grantee and at the sole cost of the Grantee. Where the act or omission is the partial cause of the maintenance repair or replacement costs payable by the Grantee responsible must be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fourth Schedule to the Land Transfer Regulations 2002).

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement instrument

Page **5** of **6** pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

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

STRATEGIC NOMINEES LIMITED

Mortgagee under Mortgage No. 5550267.5

Consent

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

Delete words in [] if inconsistent with the consent.

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

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

[section _____ of the _____ Act _____]

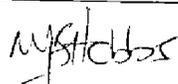
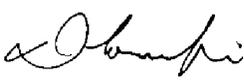
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

registration of the within easement ~~in gross~~.

Dated this 15 day of June **2005**

Attestation

 MICHAEL JAMES BOWIE HOBBS Director	Signed in my presence by the Consentor
	 Signature of Witness
 David Anthony Somerfield	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name SOPHIE GILL
	Occupation LENDING EXECUTIVE
Signature of Consentor <i>Advised Signatory</i>	Address WELLINGTON

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

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Easement instrument

Page **6** of **6** pages

Consentor

Surname must be underlined or in CAPITALS

~~NATIONAL BANK~~
ANZ BANKING GROUP (NEW ZEALAND) LIMITED

Capacity and Interest of Consentor

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

Mortgage under Mortgage No: 5763294.2

Consent

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

Delete words in [] if inconsistent with the consent.

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

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

[section _____ of the _____ Act _____]

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

the Consentor hereby consents to:

registration of the within easement in gross.

Dated this 10 day of JUNE 2005

Attestation

BARRY GRAEME SMITH
MANAGER
CORPORATE SECURITY SERVICES



Signature of Consentor

Signed in my presence by the Consentor

Warren Law
Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name WARREN LAW

Occupation BANK OFFICER

Address AUCKLAND

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

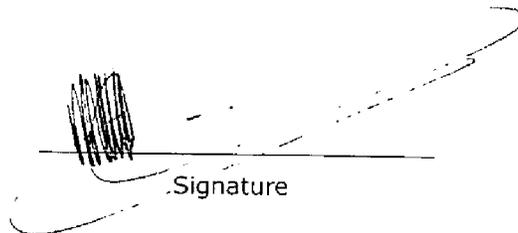
ANZ NATIONAL BANK LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Barry Graeme Smith of Auckland in New Zealand, Manager Corporate Security Services of ANZ National Bank Limited, hereby certify that:

1. By Deed dated 10 April 2002 ("*The Deed*"), I was appointed an Attorney of ANZ Banking Group (New Zealand) Limited, a Company incorporated in New Zealand and having its head office at Wellington on the terms and subject to the conditions set out in that deed.
2. On 26 June 2004 ANZ Banking Group (New Zealand) Limited was amalgamated with The National Bank of New Zealand Limited to become ANZ National Bank Limited and the rights and powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. At the date of this certificate, I am a Manager Corporate Security Services, Corporate and Institutional Banking of ANZ, part of ANZ National Bank Limited.
4. At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of ANZ National Bank Limited or otherwise.
5. The Deed is registered with Land Information, New Zealand, Dealing Number PA5245578.16.

SIGNED by the abovenamed)
Attorney at Auckland on this)
10/06/2005)


Signature



View Instrument Details



Instrument No. 8797076.1
 Status Registered
 Date & Time Lodged 06 Aug 2012 11:26
 Lodged By Burton, Maureen Dawn
 Instrument Type Easement Instrument

Affected Computer Registers	Land District
407993	Otago
407995	Otago
407997	Otago
211090	Otago
407991	Otago
407999	Otago

Annexure Schedule: Contains 17 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 8030277.4 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 8686453.3 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 8910056.2 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 9017504.3 has consented to this transaction and I hold that consent

Signature

Signed by Jeremy James Mallaby Goodwin as Grantor Representative on 06/08/2012 09:10 AM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Jeremy James Mallaby Goodwin as Grantee Representative on 06/08/2012 09:11 AM

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

Easement instrument to grant easement or *profit à prendre*, or create land covenant
(Sections 90A and 90F Land Transfer Act 1952)

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

CHALLENGE MANAWATU LIMITED

Grantee

HOWARTH PROPERTY INVESTMENTS LIMITED

Grant of Easement or *Profit à prendre* or Creation of Covenant

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

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	"A" on DP 351561	Lot 5 DP 351561 CT 211090	Unit 26 and Accessory Unit 26 DP 402439 CT 407991

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

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

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

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

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

~~The provisions applying to the specified covenants are those set out in:~~

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

~~[Annexure Schedule _____]~~

Annexure schedule 2

Page 3 of 3 Pages

2009/5043EF APPROVED Registrar-General of Land
--

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Terms, covenants, conditions or restrictions in respect of the above easement

- (a) Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and/or the Fifth Schedule to the Property Law Act 2007 and the modifications in the Easement Instrument, the modifications in the Easement Instrument must prevail.
- (b) Where the need for replacement, repair or maintenance of the easement facility is directly attributable to the omissions, actions or default of either the Grantee or the Grantor alone then in any such case the costs of the necessary replacement, repair or maintenance work shall be borne wholly by such of the Grantee or the Grantor who is at fault.
- (c) Sub-clauses 11(1) and (2) of the Land Transfer Regulations 2002 are amended by inserting the word "replacement" immediately before the word "repair" in each of those sub-clauses.
- (d) The Grantor and the Grantee acknowledge and agree that their respective obligations in respect of maintenance, repair and replacement in respect of the easement facility are also subject to the terms and conditions in respect of the easement facility as set out in Easement Instrument 6504317.3.
- (e) The Grantee shall have no right of use in respect of the areas of the right of way which have been allocated for bus parks by the Queenstown Lakes District Council under Resource Consent RM051147.
- (f) The Grantee will when called upon to do so by the Grantor provide affected party approval for any development on the servient tenement to be undertaken by the Grantor.

Easement Instrument to grant easement or *profit à prendre*, or create land covenant
 (Sections 90A and 90F Land Transfer Act 1952)

2009/6229EF
 APPROVED
 Registrar-General of Land

Grantor

CHALLENGE MANAWATU LIMITED

Grantee

JULIEANN MARY BERTHON

Grant of Easement or *Profit à prendre* or Creation of Covenant

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	"A" on DP351561	Lot 5 DP 351561 CT 211090	Unit 28 and Accessory Unit 28 DP 402439 CT 407993

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~varied~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by:

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

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

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

~~The provisions applying to the specified covenants are those set out in:~~

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

~~[Annexure Schedule _____]~~

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Terms, covenants, conditions or restrictions in respect of the above easement

- (a) Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and/or the Fifth Schedule to the Property Law Act 2007 and the modifications in the Easement Instrument, the modifications in the Easement Instrument must prevail.
- (b) Where the need for replacement, repair or maintenance of the easement facility is directly attributable to the omissions, actions or default of either the Grantee or the Grantor alone then in any such case the costs of the necessary replacement, repair or maintenance work shall be borne wholly by such of the Grantee or the Grantor who is at fault.
- (c) Sub-clauses 11(1) and (2) of the Land Transfer Regulations 2002 are amended by inserting the word "replacement" immediately before the word "repair" in each of those sub-clauses.
- (d) The Grantor and the Grantee acknowledge and agree that their respective obligations in respect of maintenance, repair and replacement in respect of the easement facility are also subject to the terms and conditions in respect of the easement facility as set out in Easement Instrument 6504317.3.
- (e) The Grantee shall have no right of use in respect of the areas of the right of way which have been allocated for bus parks by the Queenstown Lakes District Council under Resource Consent RM051147.
- (f) The Grantee will when called upon to do so by the Grantor provide affected party approval for any development on the servient tenement to be undertaken by the Grantor.

Easement instrument to grant easement or *profit à prendre*, or create land covenant
(Sections 90A and 90F Land Transfer Act 1952)

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

CHALLENGE MANAWATU LIMITED

Grantee

JWG HOLDING COMPANY LIMITED, RUSSELL DUDLEY GRUBB and CHERYL ELIZABETH GRUBB

Grant of Easement or *Profit à prendre* or Creation of Covenant

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

Schedule A*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	"A" on DP351561	Lot 5 DP 351561 CT 211090	Unit 30 and Accessory Unit 30 DP 402439 CT 407995

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~varied~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by:

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

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

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

~~The provisions applying to the specified covenants are those set out in:~~

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

~~[Annexure Schedule _____]~~

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Terms, covenants, conditions or restrictions in respect of the above easement

- (a) Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and/or the Fifth Schedule to the Property Law Act 2007 and the modifications in the Easement Instrument, the modifications in the Easement Instrument must prevail.
- (b) Where the need for replacement, repair or maintenance of the easement facility is directly attributable to the omissions, actions or default of either the Grantee or the Grantor alone then in any such case the costs of the necessary replacement, repair or maintenance work shall be borne wholly by such of the Grantee or the Grantor who is at fault.
- (c) Sub-clauses 11(1) and (2) of the Land Transfer Regulations 2002 are amended by inserting the word "replacement" immediately before the word "repair" in each of those sub-clauses.
- (d) The Grantor and the Grantee acknowledge and agree that their respective obligations in respect of maintenance, repair and replacement in respect of the easement facility are also subject to the terms and conditions in respect of the easement facility as set out in Easement Instrument 6504317.3.
- (e) The Grantee shall have no right of use in respect of the areas of the right of way which have been allocated for bus parks by the Queenstown Lakes District Council under Resource Consent RM051147.
- (f) The Grantee will when called upon to do so by the Grantor provide affected party approval for any development on the servient tenement to be undertaken by the Grantor.

Easement instrument to grant easement or *profit à prendre*, or create land covenant
 (Sections 90A and 90F Land Transfer Act 1952)

2009/6229EF
 APPROVED
 Registrar-General of Land

Grantor
 CHALLENGE MANAWATU LIMITED

Grantee
 RAMZI TOUMI and FELICITY GRACE TOUMI

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

Continue in additional Annexure Schedules, if required

Schedule A Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	"A" on DP351561	Lot 5 DP351561 CT 211090	Unit 32 and Accessory Unit 32 DP 402439 CT 407997

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~varied~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by:

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

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

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

~~The provisions applying to the specified covenants are those set out in:~~

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

~~[Annexure Schedule _____]~~

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Terms, covenants, conditions or restrictions in respect of the above easement

- (a) Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and/or the Fifth Schedule to the Property Law Act 2007 and the modifications in the Easement Instrument, the modifications in the Easement Instrument must prevail.
- (b) Where the need for replacement, repair or maintenance of the easement facility is directly attributable to the omissions, actions or default of either the Grantee or the Grantor alone then in any such case the costs of the necessary replacement, repair or maintenance work shall be borne wholly by such of the Grantee or the Grantor who is at fault.
- (c) Sub-clauses 11(1) and (2) of the Land Transfer Regulations 2002 are amended by inserting the word "replacement" immediately before the word "repair" in each of those sub-clauses.
- (d) The Grantor and the Grantee acknowledge and agree that their respective obligations in respect of maintenance, repair and replacement in respect of the easement facility are also subject to the terms and conditions in respect of the easement facility as set out in Easement Instrument 6504317.3.
- (e) The Grantee shall have no right of use in respect of the areas of the right of way which have been allocated for bus parks by the Queenstown Lakes District Council under Resource Consent RM051147.
- (f) The Grantee will when called upon to do so by the Grantor provide affected party approval for any development on the servient tenement to be undertaken by the Grantor.

Easement instrument to grant easement or *profit à prendre*, or create land covenant
(Sections 90A and 90F Land Transfer Act 1952)

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

CHALLENGE MANAWATU LIMITED

Grantee

Colin Martin MARSHALL, Catharina Maria MARSHALL and Brent Raymond KELLY

Grant of Easement or *Profit à prendre* or Creation of Covenant

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

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	"A" on DP 351561	Lot 5 DP 351561 CT 211090	Unit 34 and Accessory Unit 34 DP 402439 CT 407999

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

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby ~~varied~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by:

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

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

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

~~The provisions applying to the specified covenants are those set out in:~~

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

~~[Annexure Schedule _____]~~

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Terms, covenants, conditions or restrictions in respect of the above easement

- (a) Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and/or the Fifth Schedule to the Property Law Act 2007 and the modifications in the Easement Instrument, the modifications in the Easement Instrument must prevail.
- (b) Where the need for replacement, repair or maintenance of the easement facility is directly attributable to the omissions, actions or default of either the Grantee or the Grantor alone then in any such case the costs of the necessary replacement, repair or maintenance work shall be borne wholly by such of the Grantee or the Grantor who is at fault.
- (c) Sub-clauses 11(1) and (2) of the Land Transfer Regulations 2002 are amended by inserting the word "replacement" immediately before the word "repair" in each of those sub-clauses.
- (d) The Grantor and the Grantee acknowledge and agree that their respective obligations in respect of maintenance, repair and replacement in respect of the easement facility are also subject to the terms and conditions in respect of the easement facility as set out in Easement Instrument 6504317.3.
- (e) The Grantee shall have no right of use in respect of the areas of the right of way which have been allocated for bus parks by the Queenstown Lakes District Council under Resource Consent RM051147.
- (f) The Grantee will when called upon to do so by the Grantor provide affected party approval for any development on the servient tenement to be undertaken by the Grantor.

SECTION 348 LOCAL
GOVERNMENT ACT 1974
CERTIFICATE

QUEENSTOWN LAKES
DISTRICT COUNCIL

Pursuant to Section 348 of the Local Government Act 1974, the Queenstown Lakes District Council hereby consents to the granting or reserving of a Right of Way Easement over Lot 5 DP 351561 marked as A in favour of Units 26, 28, 30, 32 and 34 on DP 402439.

Dated this 7th day of July 2011

Debra Lawson
Chief Executive Officer

To: The District Land Registrar
OTAGO REGISTRY

CERTIFICATE BY BODY CORPORATE 402439

Consent to Easement

Section 63(6) Unit Titles Act 2010

Unit Plan: 402439
Body Corporate Number: 402439
Supplementary Record Sheet: 453414
Affected Titles: 407991 (unit 26), 407993 (unit 28), 407995 (unit 30), 407997 (unit 32) and 407999 (unit 34)

It is hereby certified that by special resolution the Body Corporate has consented to the acquiring of right of way easements by units 26, 28, 30, 32 and 34 over that part marked "A" on DP351561.

DATED at Auckland this 17th day of August 2011

Body Corporate 402439
by its Secretary
Strictly Body Corporate Limited


.....

STRICTLY BODY CORPORATE LTD
PO Box 106 545
Auckland City
Auckland

ATTACHMENT G

22 March 2016

Joshua Leckie
Lane Neave Lawyers
PO Box 701
QUEENSTOWN 9348

Novo Group Limited,
PO Box 38 123
Christchurch 8842

P: 03 365 5570
E: info@novogroup.co.nz

By email: joshua.leckie@laneneave.co.nz

Dear Josh,

**RE: PANEL QUESTIONS – QUEENSTOWN-LAKES PROPOSED DISTRICT PLAN –
STRATEGIC DIRECTIONS HEARING**

The following sets out my response to questions put to me by the Hearing Panel on 13 March 2016.

- a) *With reference to Mr Walsh's para 7.1 suggesting that the PDP acknowledge "attractive residential neighbourhoods with distinct character" as one of the special qualities of the district, and putting to one side the historic character area of Arrowtown, can he please identify what the distinct character(s) of the balance of the District's residential neighbourhoods is (are)?*

The individual neighbourhoods of the district have developed their own distinct character overtime. In my view, the predominant character of the individual neighbourhoods is born out a number of contributing factors including, but not limited to: the general age of neighbourhood, the quality of the public realm, aspect and topography, dominant housing styles, population demographics, density, and non-residential activities.

These contributing factors vary from one neighbourhood to the next which results in distinct local character. In this way, the character of the Fernhill neighbourhood differs from Beacon Point which differs from Frankton which differs from Atley Downs etc.

- b) *The Council corporate submission notes that it plans to develop urban design guidelines and notify these as a variation to the plan. Can you comment on the usefulness of this approach?*

I consider that design guidelines can be a helpful tool for informing developers of the community's expectations in respect of urban design matters and guiding appropriate urban design outcomes. I would however question the appropriateness of embedding design guidance in a statutory document such as in rules or assessment matters in the Plan. In my view, non-statutory design guidance is preferable as it offers greater flexibility for developers to respond to the particular site characteristics and local context.

- c) *Use of the urban design panel is currently voluntary. Do you believe it should be compulsory in some circumstances, and if so, please define/give examples? Should its use be specified in the plan?*

I consider the urban design panel ought to continue to be voluntary, and its use should not be specified in the Plan.

- d) *Council's urban design witness, Clinton Bird, told us that Queenstown's urban character had more to do with its surrounds than the buildings. What is your response to this statement?*

I agree with Mr Bird's assessment that Queenstown's surrounds are the dominant feature of the character of the area. I also consider that Queenstown's urban and built form directly respond to its surrounds and these elements also strongly contribute to its character. The buildings making up the Queenstown urban character also have an influence on the appreciation of the surroundings in which they sit.

- e) *It has been argued that too stringent control on design and impact on neighbours puts excessive cost onto developments. What is your response to this?*

Rather than answering this question myself, I direct the Panel to the relevant findings of a 2005 research report by the Ministry for the Environment entitled 'The Value of Urban Design: The economic, environmental and social benefits of urban design'. The report finds that:

[t]he benefits (and costs) of good urban design often accrue to the wider community; therefore, many stakeholders have an interest in what takes place at both the micro scale (street and building design) and the macro scale (eg, patterns of land use).

While recognising the limitations of the research, the report reaches the following conclusions regarding the benefits of urban design:

- *Good urban design can offer significant benefits to the community; conversely, poor design can have significant adverse effects on the urban environment, society and economy.*
- *While good urban design sometimes costs more upfront, this is not necessarily the case; moreover, long-term costs can be avoided.* [my emphasis]
- *Communities value the better quality of life that good urban design can deliver.*
- *Urban design can affect people's ability and willingness to undertake physical exercise: good design can offer health benefits.*
- *Urban design can help make towns and cities safer and more secure.*
- *Urban design elements are interconnected: urban design is most effective when a number of elements come together (eg, mixed use, density and connectivity).*

I trust the above satisfactorily answers the Hearing Panel's questions. Should the Hearing Panel require further elaboration please do not hesitate to contact me.

Yours sincerely,

Novo Group Limited



Tim Walsh

Senior Planner

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M: 027 267 0000

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W: www.novogroup.co.nz