

APPLICATION AS NOTIFIED

**Manor Holdings Limited
(RM210463)**

**Submissions Close
2 December 2021**

QUEENSTOWN LAKES DISTRICT COUNCIL

SERVICE OF NOTICE / LIMITED NOTIFICATION

Service of Notice for Limited Notification of a Resource Consent application under Section 95B of the Resource Management Act 1991.

The Queenstown Lakes District Council has received an application for a resource consent from:

Manor Holdings Limited

What is proposed:

A change of use from visitor accommodation to commercial for ten units within the Sherwood complex.

The location in respect of which this application relates is situated at:

554 Frankton Road, Queenstown (Sherwood)

A full copy of this Limited Notified package is available for you to download on the following link:

<https://www.qldc.govt.nz/services/resource-consents/notified-resource-consents#limited-not-rc> or via our edocs website using RM210463 as the reference <https://edocs.qldc.govt.nz/Account/Login>

This file can also be viewed at our public computers at these Council offices:

- **74 Shotover Street, Queenstown;**
- **Gorge Road, Queenstown;**
- **and 47 Ardmore Street, Wanaka during normal office hours (8.30am to 5.00pm).**

The Council planner processing this application on behalf of the Council is Wendy Baker, who may be contacted by phone at 021 1843309 or e-mail at wendy.baker@qldc.govt.nz

Any person who is notified of this application may make a submission, but a person who is a trade competitor of the applicant may do so only if that person is directly affected by an effect of the activity to which the application relates that –

- a) adversely affects the environment; and
- b) does not relate to trade competition or the effects of trade competition.

If you wish to make a submission on this application, you may do so by sending a written submission to the consent authority no later than:

2 December 2021

The submission must be dated, signed by you and must include the following information:

- a) Your name and postal address and phone number/fax number.
- b) Details of the application in respect of which you are making the submission including location.
- c) Whether you support or oppose the application.
- d) Your submission, with reasons.
- e) The decision you wish the consent authority to make.
- f) Whether you wish to be heard in support of your submission.

You may make a submission by sending a written or electronic submission to Council (details below). The submission should be in the format of Form 13. Copies of this form are available Council website:

https://www.qldc.govt.nz/services/resource-consents/application-forms-and-fees#other_forms

You must serve a copy of your submission to the applicant (Manor Holdings Limited) as soon as reasonably practicable after serving your submission to Council:

C/- Southern Planning Group
Attn: Scott Freeman
scott@southernplanning.co.nz
P O Box 1081, Queenstown

QUEENSTOWN LAKES DISTRICT COUNCIL



(signed by Paula Costello pursuant to a delegation given under Section 34A of the Resource Management Act 1991)

Date of Notification: 4 November 2021

Address for Service for Consent Authority:

**Queenstown Lakes District Council
Private Bag 50072, Queenstown 9348
Gorge Road, Queenstown 9300**

**Phone
Email
Website**

**03 441 0499
rcsubmission@qldc.govt.nz
www.qldc.govt.nz**



APPLICATION FOR RESOURCE CONSENT OR
FAST TRACK RESOURCE CONSENT

FORM 9: GENERAL APPLICATION



Under Section 87AAC, 88 & 145 of the Resource Management Act 1991 (Form 9)

PLEASE COMPLETE ALL MANDATORY FIELDS* OF THIS FORM.

This form provides contact information and details of your application. If your form does not provide the required information it will be returned to you to complete. Until we receive a completed form and payment of the initial fee, your application may not be accepted for processing.



APPLICANT //

- Must be a person or legal entity (limited liability company or trust).
- Full names of all trustees required.
- The applicant name(s) will be the consent holder(s) responsible for the consent and any associated costs.

*Applicant's Full Name / Company / Trust: **Manor Holdings Limited**

(Name Decision is to be issued in)

All trustee names (if applicable):

*Contact name for company or trust: **Adam Smith**

*Postal Address: **554 Frankton Road, Queenstown**

*Post code:

*Contact details supplied must be for the applicant and not for an agent acting on their behalf and must include a valid postal address

*Email Address: **adam@augustproperties.com**

*Phone Numbers: Day

Mobile: **021 202 0942**

*The Applicant is:

Owner

Prospective Purchaser (of the site to which the application relates)

Occupier

Lessee

Other - Please Specify:

Manager



Our preferred methods of corresponding with you are by email and phone.

The decision will be sent to the Correspondence Details by email unless requested otherwise.



CORRESPONDENCE DETAILS //

If you are acting on behalf of the applicant e.g. agent, consultant or architect please fill in your details in this section.

*Name & Company: **Scott Freeman (Southern Planning Group)**

*Phone Numbers: Day **03 409 0140**

Mobile: **021 335 998**

*Email Address: **scott@southernplanning.co.nz**

*Postal Address: **P O Box 1081
Queenstown**

*Postcode:



INVOICING DETAILS //

Invoices will be made out to the applicant but can be sent to another party if paying on the applicant's behalf. For more information regarding payment please refer to the Fees Information section of this form.

*Please select a preference for who should receive any invoices and how they would like to receive them.

Applicant:

Agent:

Other - Please specify:

Email:

Post:

*Attention: **Adam Smith**

*Postal Address: **554 Frankton Road, Queenstown**

*Post code:

*Please provide an email AND full postal address.

*Email: **adam@augustproperties.com**



OWNER DETAILS // Please supply owner details for the subject site/property if not already indicated above

Owner Name: **Please see the AEE**

Owner Address:

If the property has recently changed ownership please indicate on what date (approximately) AND the names of the previous owners:

Date:

Names:



DEVELOPMENT CONTRIBUTIONS INVOICING DETAILS //

If it is assessed that your consent requires development contributions any invoices and correspondence relating to these will be sent via email. Invoices will be sent to the email address provided above unless an alternative address is provided below. Invoices will be made out to the applicant/owner but can be sent to another party if paying on the applicant's behalf.

*Please select a preference for who should receive any invoices.

Details are the same as for invoicing



Applicant:

Landowner:

Other, please specify:

*Attention:

*Email:

[Click here for further information and our estimate request form](#)



DETAILS OF SITE // Legal description field must list legal descriptions for all sites pertaining to the application. Any fields stating 'refer AEE' will result in return of the form to be fully completed.

*Address / Location to which this application relates:

554 Frankton Road, Queenstown

*Legal Description: Can be found on the Computer Freehold Register or Rates Notice – e.g Lot x DPxxx (or valuation number)

Units 29- 38 DP 364937

District Plan Zone(s): **Lower Density Suburban Residential Zone (Visitor Accommodation Sub-Zone)**



SITE VISIT REQUIREMENTS // Should a Council officer need to undertake a site visit please answer the questions below

Is there a gate or security system restricting access by council?

YES

NO

Is there a dog on the property?

YES

NO

Are there any other hazards or entry restrictions that council staff need to be aware of?

YES

NO

If 'yes' please provide information below



PRE-APPLICATION MEETING OR URBAN DESIGN PANEL

Have you had a pre-application meeting with QLDC or attended the urban design panel regarding this proposal?

Yes

No

Copy of minutes attached

If 'yes', provide the reference number and/or name of staff member involved:



CONSENT(S) APPLIED FOR // * Identify all consents sought

Land use consent

Subdivision consent

Change/cancellation of consent or consent notice conditions

Certificate of compliance

Extension of lapse period of consent (time extension) s125

Existing use certificate



QUALIFIED FAST-TRACK APPLICATION UNDER SECTION 87AAC

Controlled Activity

Deemed Permitted Boundary Activity

If your consent qualifies as a fast-track application under section 87AAC, tick here to opt out of the fast track process



BRIEF DESCRIPTION OF THE PROPOSAL //

* Please complete this section, any form stating 'refer AEE' will be returned to be completed with a description of the proposal

*Consent is sought to:

To undertake commercial activities fromn the site.



APPLICATION NOTIFICATION

Are you requesting public notification for the application?

Yes

No

Please note there is an additional fee payable for notification. Please refer to Fees schedule



OTHER CONSENTS

Is consent required under a National Environmental Standard (NES)?

- NES for Assessing and Managing Contaminants in Soil to Protect Human Health 2012

An applicant is required to address the NES in regard to past use of the land which could contaminate soil to a level that poses a risk to human health. Information regarding the NES is available on the website

<https://environment.govt.nz/publications/national-environmental-standard-for-assessing-and-managing-contaminants-in-soil-to-protect-human-health-information-for-landowners-and-developers/>

You can address the NES in your application AEE OR by selecting ONE of the following:

This application does not involve subdivision (excluding production land), change of use or removal of (part of) a fuel storage system. Any earthworks will meet section 8(3) of the NES (including volume not exceeding 25m³ per 500m²). Therefore the NES does not apply.

I have undertaken a comprehensive review of District and Regional Council records and I have found no record suggesting an activity on the HAIL has taken place on the piece of land which is subject to this application.

NOTE: depending on the scale and nature of your proposal you may be required to provide details of the records reviewed and the details found.



OTHER CONSENTS // CONTINUED

I have included a Preliminary Site Investigation undertaken by a suitably qualified person.

An activity listed on the HAIL has more likely than not taken place on the piece of land which is subject to this application. I have addressed the NES requirements in the Assessment of Environmental Effects.

■ Any other National Environmental Standard

Yes

N/A

Are any additional consent(s) required that have been applied for separately?

■ Otago Regional Council

Consents required from the Regional Council (note if have/have not been applied for):

Yes

N/A



INFORMATION REQUIRED TO BE SUBMITTED //

Attach to this form any information required (see below & appendices 1-2).

To be accepted for processing, your application should include the following:

Computer Freehold Register for the property (no more than 3 months old) and copies of any consent notices and covenants (Can be obtained from Land Information NZ at <https://www.linz.govt.nz>).

A plan or map showing the locality of the site, topographical features, buildings etc.

A site plan at a convenient scale.

Written approval of every person who may be adversely affected by the granting of consent (s95E).

An Assessment of Effects (AEE).

An AEE is a written document outlining how the potential effects of the activity have been considered along with any other relevant matters, for example if a consent notice is proposed to be changed. Address the relevant provisions of the District Plan and affected parties including who has or has not provided written approval. See [Appendix 1](#) for more detail.



We prefer to receive applications electronically – please see Appendix 5 – [Naming of Documents Guide](#) for how documents should be named. Please ensure documents are scanned at a minimum resolution of 300 dpi. Each document should be no greater than 10mb



PRIVACY INFORMATION

The information you have provided on this form is required so that your application can be processed under the Resource Management Act 1991 and may also be used in statistics collected and provided to the Ministry for the Environment and Queenstown Lakes District Council. The information will be stored on a public register and may be made available to the public on request or on the company's or the Council's websites.



FEES INFORMATION

Section 36 of the Resource Management Act 1991 deals with administrative charges and allows a local authority to levy charges that relate to, but are not limited to, carrying out its functions in relation to receiving, processing and granting of resource consents (including certificates of compliance and existing use certificates).

Invoiced sums are payable by the 20th of the month after the work was undertaken. If unpaid, the processing of an application, provision of a service, or performance of a function will be suspended until the sum is paid. You may also be required to make an additional payment, or bring the account up to date, prior to milestones such as notification, setting a hearing date or releasing the decision. In particular, all charges related to processing of a resource consent application are payable prior to issuing of the decision. Payment is due on the 20th of the month or prior to the issue date – whichever is earlier.



FEES INFORMATION // CONTINUED

If your application is notified or requires a hearing you will be requested to pay a notification deposit and/or a hearing deposit. An applicant may not offset any invoiced processing charges against such payments.

Section 357B of the Resource Management Act provides a right of objection in respect of additional charges. An objection must be in writing and must be lodged within 15 working days of notification of the decision.

LIABILITY FOR PAYMENT – Please note that by signing and lodging this application form you are acknowledging that the Applicant is responsible for payment of invoices and in addition will be liable to pay all costs and expenses of debt recovery and/or legal costs incurred by QLDC related to the enforcement of any debt.

MONITORING FEES – Please also note that if this application is approved you will be required to meet the costs of monitoring any conditions applying to the consent, pursuant to Section 35 of the Resource Management Act 1991.

DEVELOPMENT CONTRIBUTIONS – Your development, if granted, may also incur development contributions under the Local Government Act 2002. You will be liable for payment of any such contributions.

A list of Consent Charges is available on the on the Resource Consent Application Forms section of the QLDC website. If you are unsure of the amount to pay, please call 03 441 0499 and ask to speak to our duty planner.

Please ensure to [reference any banking payments correctly](#). Incorrectly referenced payments may cause delays to the processing of your application whilst payment is identified.

If the initial fee charged is insufficient to cover the actual and reasonable costs of work undertaken on the application you will be required to pay any additional amounts and will be invoiced monthly as work on the application continues. Please note that if the Applicant has outstanding fees owing to Council in respect of other applications, Council may choose to apply the initial fee to any outstanding balances in which case the initial fee for processing this application may be deemed not to have been paid.



PAYMENT // An initial fee must be paid prior to or at the time of the application and proof of payment submitted.

Please reference your payments as follows:

Applications yet to be submitted: RM followed by first 5 letters of applicant name e.g RMJONES

Applications already submitted: Please use the RM# reference that has been assigned to your application, this will have been emailed to yourself or your agent.

Please note processing will not begin until payment is received (or identified if incorrectly referenced).

I confirm payment by:

Bank transfer to account 02 0948 0002000 00 (If paying from overseas swiftcode is – BKNZ22)

Manual Payment (can only be accepted once application has been lodged and acknowledgement email received with your unique RM reference number)

*Reference **Manor**

*Amount Paid: Landuse and Subdivision Resource Consent fees - please select from drop down list below

\$1720 - Breach of zone or non-complying performance standard (all zones except Town Centre, Business an

(For required initial fees refer to website for Resource Consent Charges or spoke to the Duty Planner by phoning 03 441 0499)

*Date of Payment **5/21/28**

Invoices are available on request

APPLICATION & DECLARATION

The Council relies on the information contained in this application being complete and accurate. The Applicant must take all reasonable steps to ensure that it is complete and accurate and accepts responsibility for information in this application being so.



If lodging this application as **the Applicant:**

I/we hereby represent and warrant that I am/we are aware of all of my/our obligations arising under this application including, in particular but without limitation, my/our obligation to pay all fees and administrative charges (including debt recovery and legal expenses) payable under this application as referred to within the Fees Information section.

OR:



If lodging this application as **agent of the Applicant:**

I/we hereby represent and warrant that I am/we are authorised to act as agent of the Applicant in respect of the completion and lodging of this application and that the Applicant is aware of all of his/her/its obligations arising under this application including, in particular but without limitation, his/her/its obligation to pay all fees and administrative charges (including debt recovery and legal expenses) payable under this application as referred to within the Fees Information section.



PLEASE TICK

I hereby apply for the resource consent(s) for the Proposal described above and I certify that, to the best of my knowledge and belief, the information given in this application is complete and accurate.

Signed (by or as authorised agent of the Applicant) **

Full name of person lodging this form **Scott Freeman**

Firm/Company **Southern Planning Group**

Dated **27.5.21**

**If this form is being completed on-line you will not be able, or required, to sign this form and the on-line lodgement will be treated as confirmation of your acknowledgement and acceptance of the above responsibilities and liabilities and that you have made the above representations, warranties and certification.



Section 2 of the District Plan provides additional information on the information that should be submitted with a land use or subdivision consent.

The RMA (Fourth Schedule to the Act) requires the following:

1 INFORMATION MUST BE SPECIFIED IN SUFFICIENT DETAIL

- Any information required by this schedule, including an assessment under clause 2(1)(f) or (g), must be specified in sufficient detail to satisfy the purpose for which it is required.

2 INFORMATION REQUIRED IN ALL APPLICATIONS

- (1) An application for a resource consent for an activity (the activity) must include the following:

- (a) a description of the activity;
- (b) a description of the site at which the activity is to occur;
- (c) the full name and address of each owner or occupier of the site;
- (d) a description of any other activities that are part of the proposal to which the application relates;
- (e) a description of any other resource consents required for the proposal to which the application relates;
- (f) an assessment of the activity against the matters set out in Part 2;
- (g) an assessment of the activity against any relevant provisions of a document referred to in section 104(1)(b).

(2) The assessment under subclause (1)(g) must include an assessment of the activity against—

- (a) any relevant objectives, policies, or rules in a document; and
- (b) any relevant requirements, conditions, or permissions in any rules in a document; and
- (c) any other relevant requirements in a document (for example, in a national environmental standard or other regulations).

(3) An application must also include an assessment of the activity's effects on the environment that—

- (a) includes the information required by clause 6; and
- (b) addresses the matters specified in clause 7; and
- (c) includes such detail as corresponds with the scale and significance of the effects that the activity may have on the environment.

Information provided within the Form above

Include in an attached Assessment of Effects (see Clauses 6 & 7 below)

ADDITIONAL INFORMATION REQUIRED IN SOME APPLICATIONS

- An application must also include any of the following that apply:
 - (a) if any permitted activity is part of the proposal to which the application relates, a description of the permitted activity that demonstrates that it complies with the requirements, conditions, and permissions for the permitted activity (so that a resource consent is not required for that activity under section 87A(1));
 - (b) if the application is affected by section 124 or 165ZH(1)(c) (which relate to existing resource consents), an assessment of the value of the investment of the existing consent holder (for the purposes of section 104(2A));



ASSESSMENT OF ENVIRONMENTAL EFFECTS

Clause 6: Information required in assessment of environmental effects

- (1) An assessment of the activity's effects on the environment must include the following information:
 - (a) if it is likely that the activity will result in any significant adverse effect on the environment, a description of any possible alternative locations or methods for undertaking the activity;
 - (b) an assessment of the actual or potential effect on the environment of the activity;
 - (c) if the activity includes the use of hazardous substances and installations, an assessment of any risks to the environment that are likely to arise from such use;
 - (d) if the activity includes the discharge of any contaminant, a description of—
 - (i) the nature of the discharge and the sensitivity of the receiving environment to adverse effects; and
 - (ii) any possible alternative methods of discharge, including discharge into any other receiving environment;
 - (e) a description of the mitigation measures (including safeguards and contingency plans where relevant) to be undertaken to help prevent or reduce the actual or potential effect;
 - (f) identification of the persons affected by the activity, any consultation undertaken, and any response to the views of any person consulted;
 - (g) if the scale and significance of the activity's effects are such that monitoring is required, a description of how and by whom the effects will be monitored if the activity is approved;
 - (h) if the activity will, or is likely to, have adverse effects that are more than minor on the exercise of a protected customary right, a description of possible alternative locations or methods for the exercise of the activity (unless written approval for the activity is given by the protected customary rights group).
- (2) A requirement to include information in the assessment of environmental effects is subject to the provisions of any policy statement or plan.
- (3) To avoid doubt, subclause (1)(f) obliges an applicant to report as to the persons identified as being affected by the proposal, but does not—
 - (a) oblige the applicant to consult any person; or
 - (b) create any ground for expecting that the applicant will consult any person.

CLAUSE 7: MATTERS THAT MUST BE ADDRESSED BY ASSESSMENT OF ENVIRONMENTAL EFFECTS

- (1) An assessment of the activity's effects on the environment must address the following matters:
 - (a) any effect on those in the neighbourhood and, where relevant, the wider community, including any social, economic, or cultural effects;
 - (b) any physical effect on the locality, including any landscape and visual effects;
 - (c) any effect on ecosystems, including effects on plants or animals and any physical disturbance of habitats in the vicinity;
 - (d) any effect on natural and physical resources having aesthetic, recreational, scientific, historical, spiritual, or cultural value, or other special value, for present or future generations;
 - (e) any discharge of contaminants into the environment, including any unreasonable emission of noise, and options for the treatment and disposal of contaminants;
 - (f) any risk to the neighbourhood, the wider community, or the environment through natural hazards or the use of hazardous substances or hazardous installations.
- (2) The requirement to address a matter in the assessment of environmental effects is subject to the provisions of any policy statement or plan.



UNDER THE FOURTH SCHEDULE TO THE ACT:

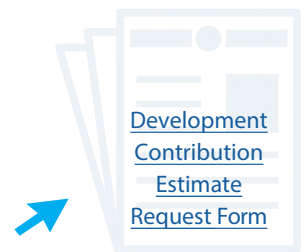
- An application for a subdivision consent must also include information that adequately defines the following:
 - (a) the position of all new boundaries:
 - (b) the areas of all new allotments, unless the subdivision involves a cross lease, company lease, or unit plan:
 - (c) the locations and areas of new reserves to be created, including any esplanade reserves and esplanade strips:
 - (d) the locations and areas of any existing esplanade reserves, esplanade strips, and access strips:
 - (e) the locations and areas of any part of the bed of a river or lake to be vested in a territorial authority under section 237A:
 - (f) the locations and areas of any land within the coastal marine area (which is to become part of the common marine and coastal area under section 237A):
 - (g) the locations and areas of land to be set aside as new roads.

Will your resource consent result in a Development Contribution and what is it?

- A Development Contribution can be triggered by the granting of a resource consent and is a financial charge levied on new developments. It is assessed and collected under the Local Government Act 2002. It is intended to ensure that any party, who creates additional demand on Council infrastructure, contributes to the extra cost that they impose on the community. These contributions are related to the provision of the following council services:
 - Water supply
 - Wastewater supply
 - Stormwater supply
 - Reserves, Reserve Improvements and Community Facilities
 - Transportation (also known as Roothing)

[Click here for more information on development contributions and their charges](#)

OR Submit an Estimate request *please note administration charges will apply



Please note that some land use consents can be dealt with as fast track land use consent. This term applies to resource consents where they require a controlled activity and no other activity. A 10 day processing time applies to a fast track consent.

If the consent authority determines that the activity is a deemed permitted boundary activity under section 87BA of the Act, written approval cannot be withdrawn if this process is followed instead.

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

While it is not essential that your documents are named the following, it would be helpful if you could title your documents for us. You may have documents that do not fit these names; therefore below is a guide of some of the documents we receive for resource consents. Please use a generic name indicating the type of document.

Application Form 9

Assessment of Environmental Effects (AEE)

Computer Register (CFR)

Covenants & Consent Notice

Affected Party Approval/s

Landscape Report

Ecological Report

Engineering Report

Geotechnical Report

Wastewater Assessment

Traffic Report

Waste Event Form

Urban Design Report

APPLICATION FOR RESOURCE CONSENT TO UNDERTAKE COMMERCIAL ACTIVITIES

Manor Holdings Limited

554 Frankton Road, Queenstown

May 2021

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1.0 THE APPLICANT AND PROPERTY DETAILS

Site Address:	554 Frankton Road, Queenstown
Applicants Name:	Manor Holdings Limited
Address for Service	Manor Holdings Limited C/- Southern Planning Group PO Box 1081 Queenstown, 9348 scott@southernplanning.co.nz Attention: Scott Freeman
Site Legal Description:	Units 29- 38 DP 364937
Operative District Plan Zoning:	Low Density Residential Zone (Visitor Accommodation Sub-Zone)
Proposed District Plan Zoning:	Lower Density Suburban Residential Zone (Visitor Accommodation Sub-Zone)
Brief Description of Proposal:	Resource consent to undertake a commercial activities
Summary of Reasons for Consent:	Resource consent is required pursuant to the provisions of the Proposed District Plan

The following is an assessment of environmental effects that has been prepared in accordance with Schedule 4 of the Resource Management Act 1991. The assessment of effects corresponds with the scale and significance of the effects that the proposed activity may have on the environment.

List of Information Attached:

Appendix [A] Records of Title

Appendix [B] Management Agreement



.....

Scott Freeman

26th May 2021

2.0 SITE DESCRIPTION AND RECEIVING ENVIRONMENT

2.1 Site Description & Receiving Environment

The site is located on the corner of Frankton Road/State Highway 6A and Goldfield Heights.

The land that is subject to this application is legally described as Units 29-38 DP 364937. The Records of Title are contained within **Appendix [A]**.

The visitor accommodation operation that exists on the site is known as Sherwood Queenstown. The complex was developed in the 1990's and now provides a range of accommodation options, together with various guest amenities on the site.

Vehicle access to the site is obtained from Goldfields Heights, on the northern boundary of the site. Vehicles exit the site via a vehicle crossing located on the eastern boundary, in reasonably close proximity to the intersection of Goldfields Heights and Frankton Road. Vehicle parking within the site adjoins the various accommodation units within the site.

The land above and below the site is predominately used for residential purposes. To the east is the large visitor accommodation complex operated under the Holiday Inn hotel chain. The land to the immediate west is vacant and is also owned by the applicant (Lot 3 DP 361132).

3.0 RESOURCE MANAGEMENT BACKGROUND

The subject site contains Sherwood Queenstown, which is understood to have been established in the early nineties. A variety of resource consents have been issued for visitor accommodation activities on the subject site.

On 8th January 1997 the Council granted resource consent RM960278 for an extension to an existing restaurant at the Sherwood Manor Hotel.

The subject site was also created by subdivision consent RM041251. This consent approved an 80 unit title subdivision of the 78 existing visitor accommodation units, the manager's residence and the restaurant and bar.

On 5th September 2014 resource consent RM140548 was granted by the Council to undertake alterations to existing buildings at the Sherwood Queenstown and to breach the maximum building height. This consent was subsequently varied pursuant to resource consent RM140811 which was granted on 2nd December 2014.

Resource consent RM150024 was granted on 28 January 2016 approving earthworks undertaken in association with the construction of a bike track for Visitor Accommodation, as well as alterations to the external appearance of a building and the construction of an entry portal and tepee.

On 11 November 2016 resource consent RM160988 was granted, approving the construction of a standalone pergola.

4.0 DESCRIPTION OF THE PROPOSED ACTIVITY

4.1 Overview

The applicant is seeking resource consent to establish a variety of commercial activities within ten of the units that have been historically used for visitor accommodation purposes within Sherwood Queenstown.

Details of the overall proposal are outlined below:

4.2 Proposed Activities

Due to the significant economic impact of the Covid-19 pandemic, the more permanent changes to the travel industry that may result, and the evolving expectations and needs of travellers and the local community, the applicant is seeking to create a more diverse and balanced product offering from Sherwood Queenstown that will be more resilient and relevant in both the short term and long term.

The proposed commercial activities that are to be undertaken from the ten units are detailed below.

The first commercial activity is that of a commercial office, with this use being limited to the definition of 'Office' as contained in the Proposed District Plan (PDP). This definition is listed below:

Means any of the following:

- a. administrative offices where the administration of any entity, whether trading or not, and whether incorporated or not, is conducted;*
- b. commercial offices being place where trade, other than that involving the immediately exchange for goods or the display or production of goods, is transacted;*
- c. professional offices.*

The second commercial activity will consist of providing space for artists and crafts persons to produce items within the units, and for such persons to undertake small scale retailing to the general public. This form of activity will fit under the guise of the PDP definitions of a 'Commercial Activity' and 'Handicrafts', with such definitions being listed below:

Commercial Activity:

Means the use of land and buildings for the display, offering, provision, sale or hire of goods, equipment or services, and includes shops, postal services, markets, showrooms, restaurants, takeaway food bars, professional, commercial and administrative offices, service stations, motor vehicle sales, the sale of liquor and associated parking areas. Excludes recreational, community and service

activities, home occupations, visitor accommodation, residential visitor accommodation and homestays.

Handicrafts

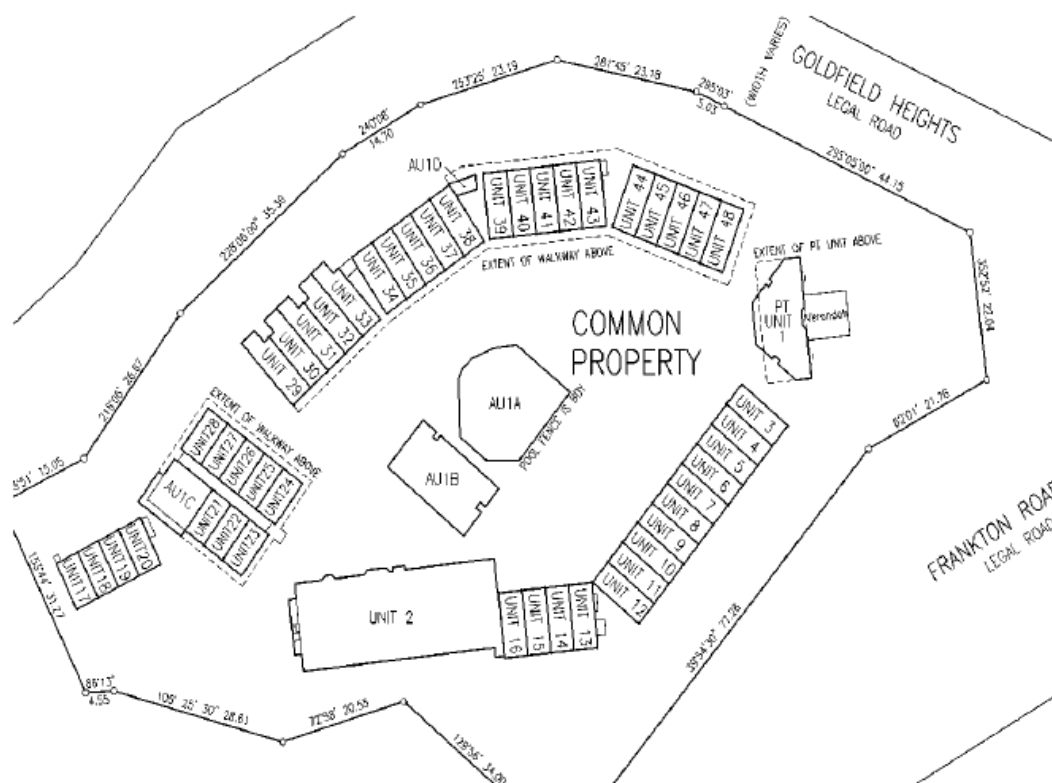
Means goods produced by the use of hand tools or the use of mechanical appliances where such appliances do not produce the goods in a repetitive manner according to a predetermined pattern for production run purpose.

The applicant seeks the flexibility in terms how the units can be used in the future, in that the units could be used for either full office use or full handicraft use, or a mixture of the two uses.

There will be no external physical changes to the subject buildings as a result of the proposed activities.

4.3 Description of the Subject Units

The units to be used are Units 29 to 38, which are ground floor units that are illustrated below:



Units 29 to 38 are located on the northern portion of the site, below Goldfields Heights. As discussed above, the units are located on the ground floor, within two separate two storey buildings.

The floor layout for the Units 29-33 is illustrated below:



Units 29-33 are approximately 46m² in area, and when used for visitor accommodation purposes, such provide two bedrooms, a kitchen and living area, together with sanitary facilities.

The floor layout for the Units 34-39 is illustrated below:



Units 34-39 are approximately 39m² in area, and when used for visitor accommodation purposes, such provide one bedroom, a kitchen and living area, together with sanitary facilities.

The total area that will be used as office space will be 425m².

4.4 Traffic Considerations

Users of the office spaces will park directly in front of the units that will be used for the commercial activities. There are currently 11 parks that directly adjoin the units which will be utilised by persons using the office space.

4.5 Affected Persons Approvals

The units that are subject to this application are all individually owned. The applicant for this application is a different entity, which would usually require all the individual owners to provide an affected persons approval.

However, in this instance, an entity associated with the applicant (Austpac (Queenstown) Management Limited) has the power of attorney to make applications

such as this on behalf of the unit owners. In this regard, the Management Agreement (Clause 16) as contained in **Appendix [B]** indicates the rights associated with the power of attorney.

5.0 DESCRIPTION OF PERMITTED ACTIVITIES

The consent authority may disregard an adverse effect of the activity if a rule or national environmental standard permits an activity with that effect.

In this case the permitted baseline includes the established built form including associated access and landscaping, and visitor accommodation activities, including associated effects such as car parking demand, traffic generation, noise, and impact on privacy and amenity values.

6.0 STATUTORY CONSIDERATIONS

6.1 Operative District Plan

The site is contained within the Low Density Residential Zone under the ODP.

It is understood that the Council now treats the applicable rules in the Low Density Residential Zone within the ODP as inoperative. As such, no resource consents are required via this zoning under the ODP.

6.2 Proposed District Plan

The site is contained in the Lower Density Suburban Residential Zone under the PDP. The site is also contained within a Visitor Accommodation Sub-Zone, while there are protected trees on the site (referenced as 240).

The overall gross floor area that can be used over the ten units for the proposed commercial activities is 425m². However, as each unit is contained within its own Record of Title (with an area less than 100m²), it is considered that Rule 7.4.7 applies to the office component of the proposal. Rule 7.4.7 applies to commercial activities with a gross floor area of 100m² or less, with a Restricted Discretionary activity resource consent being required (with various matters of discretion being applied).

The aspect of the proposal involving handicrafts requires a Non-Complying Activity resource consent pursuant to Rule 7.4.12, as this activity is not listed in Table 7.4.

7.0 ASSESSMENT OF ENVIRONMENTAL EFFECTS

The matters that must be addressed pursuant to Clauses 6 and 7 of the Schedule 4 of the Resource Management Act 1991 are detailed below.

7.1 If it is likely that the activity will result in any significant adverse effect on the environment, a description of any possible alternative locations or methods for undertaking the activity:

The proposed activity will not result in any significant adverse effects on the environment. Any effects there are, will be adequately remedied and mitigated. Alternative locations are therefore not considered necessary.

7.2 An assessment of the actual or potential effect on the environment of the proposed activity.

Introduction

Subject to Part 2 of the Resource Management Act 1991, the Council in considering this application pursuant to Section 104(B) of the Act, shall have regard to any actual or potential effects on the environment of allowing the proposed development to proceed.

In assessing any actual or potential effects on the environment of allowing the proposal to proceed, Schedule 4, Clause 7(1) of the Resource Management Act 1991 states that the following matters must be addressed.

- (a) any effect on those in the neighbourhood and, where relevant, the wider community, including any social, economic, or cultural effects:*
- (b) any physical effect on the locality, including any landscape and visual effects:*
- (c) any effect on ecosystems, including effects on plants or animals and any physical disturbance of habitats in the vicinity:*
- (d) any effect on natural and physical resources having aesthetic, recreational, scientific, historical, spiritual, or cultural value, or other special value, for present or future generations:*
- (e) any discharge of contaminants into the environment, including any unreasonable emission of noise, and options for the treatment and disposal of contaminants:*
- (f) any risk to the neighbourhood, the wider community, or the environment through natural hazards or the use of hazardous substances or hazardous installations.*

The following matters are considered in terms of the potential effects of the proposed activity.

The assessment of the potential effects of the proposal take on board the matters of discretion that apply to the activity under the ODP and PDP.

Effects on the Environment

Visual Amenity Effects

The proposal is a change of use for a small number of units within an established visitor accommodation operation.

Despite the proposed activity occurring within Sherwood Queenstown, the site will continue to exhibit a distinctively visitor accommodation character, set within an established setting. There will be no obvious cues that distinguish the proposal from the predominant visitor accommodation activity.

Effects on residential amenity values, cohesion and character

The site is an established visitor accommodation operation, and as such, it does not presently contribute directly to the surrounding residential amenity values, cohesion and character.

The proposed activity will have no effect on the residential amenity values, cohesion and character in the wider setting. This view is based on the separated nature of the site from the nearest residential neighbours (which also includes significant topographical distances) and the enclosed internal nature of the proposed activity. Further, the activities are benign in nature, and there will be no adverse noise effects.

It is considered that the effects on residential amenity values and character will also be less than minor.

Location, provision, use and screening of parking and access

Access and parking associated with the use will be the same as that presently used for the visitor accommodation guests. There are currently 11 parks that directly adjoin the units which will be utilised by persons using and visiting the site.

It is considered that the access and parking arrangement to be utilised will be sufficient for the activity.

Vehicular traffic associated with the proposal will have little to no effect on pedestrian safety.

Overall, it is considered that any adverse effects associated with vehicular traffic will be less than minor.

Conclusion

Taking into consideration the nature and scale of the proposed activity, it is considered that the adverse effects on the environment will be less than minor.

7.3 If the activity includes the use of hazardous substances and installations, an assessment of any risks to the environment which are likely to arise from such use

N/A

7.4 If the activity includes the discharge of any contaminant, a description of:

1. The nature of the discharge and the sensitivity of the proposed receiving environment to adverse effects; and
2. Any possible alternative methods of discharge, including discharge into any other receiving environment.

N/A

7.5 A description of the mitigation measures (including safeguards and contingency plans where relevant) to be undertaken to help prevent or reduce actual and potential effects:

No mitigation is considered necessary.

7.6 Identification of the persons affected by the activity, any consultation undertaken, and any response to the views of any person consulted:

It is considered that no persons are potentially affected by the proposal.

7.7 If the scale or significance of the activities effects are such that monitoring is required, a description of how and by whom the effects will be monitored if the activity is approved.

No monitoring is required other than standard conditions of consent.

7.8 If the activity will, or is likely to, have adverse effects that are more than minor on the exercise of a protected customary right, a description of possible alternative locations or methods for the exercise of the activity (unless written approval for the activity is given by the protected customary rights group).

The proposed activity will have no effect on any customary rights.

8.0 NOTIFICATION

8.1 Public Notification

Pursuant to s95A(1), a consent authority must follow the steps set out in s95A to determine whether to publicly notify an application.

In terms of s95A(3), the applicant does not request the application be publicly notified, public notification is not required pursuant to s95C and the application is not made jointly with an application to exchange recreation reserve land.

In terms of s95A(8), the assessment above concludes that the proposal will not have more than minor adverse effects on the environment.

There are no rules or national environmental standard that requires public notification.

The proposal is not considered to exhibit any "special circumstances".

Overall, it is concluded that the potential adverse effects of the proposal on the environment are not more than minor and therefore public notification is not warranted.

8.2 Limited Notification

Pursuant to s95B(1), a consent authority must follow the steps set out in s95B to determine whether to limited notify an application.

Ss95B(2) to 95B(7) is considered not applicable to this application.

In accordance with s95B(8), the persons considered to be an adversely affected persons in accordance with s95E of the RMA are listed in the application (and consultation is presently occurring with these persons).

The proposal is not considered to warrant limited notification due to special circumstances.

9.0 SECTION 104 (1)(b) ASSESSMENT

Clause 2(1)(g) of Schedule 4 of the Resource Management Act 1991 requires an assessment against any relevant planning documents that are referred to in Section 104(1)(b) of this legislation. Such documents include:

- A national environmental standard
- Other regulations
- A national policy statement
- A New Zealand coastal policy statement
- A regional policy statement or proposed regional policy statement
- A plan or proposed plan

Proposed District Plan

As part of the zone purpose for the Lower Density Suburban Residential Zone, the following is stated in relation to commercial activities:

Commercial activities are generally not anticipated other than those that are residential-compatible and small-scale, however may be accommodated where necessary to address a demonstrated local need provided residential amenity is not compromised.

As outlined above, the site exhibits no residential characteristics due to the long term visitor accommodation use of the site. As such, the site has the ability to accommodate a non-residential activity in the form proposed in the application, without compromising the surrounding residential amenity values. The proposed space will also provide an alternative accommodation option for small scale local

individuals and businesses that can also result in providing a walkable office destination for the immediate community.

Objective 7.2.7 deals specifically with commercial development within the Lower Density Suburban Residential Zone. Objective 7.2.7 states the following:

Commercial development in the zone is small scale and generates minimal amenity value impact.

In relation to Objective 7.2.7, in the context of the size of the overall site and the extensive visitor accommodation buildings and activities presently undertaken from the site, the proposed commercial activity will be small scale. Further, due to the location of the site, any effects will be benign and internalised, with no notice effects on the wider amenity values.

The following policies implement Objective 7.2.7.

Policy 7.2.7.1

Provide commercial activities, including home occupation activities, that directly serve the day-to-day needs of local residents, or enhance social connection and vibrancy of the residential environment, provided these do not undermine residential amenity values or the viability of any nearby centre.

The proposal will provide an alternative accommodation option for a variety of small businesses, which will in turn allow a range of interaction and enhanced social connection between on-site businesses owners as well as with persons visiting the site

As outlined above, the site is located a reasonable distance from residentially used land (and further separated by roading and topography), which means even though it is a walk-able distance for the surrounding neighbourhood, the proposal will not undermine any residential amenity values in the vicinity of the site. Due to the small scale of the proposed use and the location of the site, it is highly unlikely that the proposal will affect the viability of the commercial areas located in central Queenstown or Frankton.

Policy 7.2.7.2

Ensure that any commercial development is of low scale and intensity, and does not undermine the local transport network or availability of on-street vehicle parking for non-commercial use.

As outlined above, in the context of the overall size of the site and existing visitor accommodation operation on the site, the proposed activity is considered to be of a low scale and intensity.

From a traffic perspective, it will be difficult to decipher the difference in traffic movements between the visitor accommodation use of the units, when compared to the proposed commercial use. Further, the site is located in close proximity to State Highway 6A, which means any traffic movements will be predominately located

away from residentially used land. It is considered that the proposed activity will not undermine the local transport or affect the availability of on-street vehicle parking.

Policy 7.2.7.3

Ensure that the noise effects from commercial activities are compatible with the surrounding environment and residential amenity values.

The proposed activities by nature are quiet in terms of the generation of noise, and as such, there will be no effect on the surrounding environment and residential amenity values.

Policy 7.2.7.4

Ensure that commercial development is of a design, scale and appearance that is compatible with its surrounding residential context.

No physical alterations are proposed to the subject buildings that will house the proposed activity.

10.0 AN ASSESSMENT OF THE ACTIVITY AGAINST MATTERS IN PART 2

The proposal is consistent with Part 2 of the Act, being the sustainable management of natural and physical resources, whilst also protecting the life supporting capacity of ecosystems, and avoiding, remedying or mitigating adverse effects on the environment.

11.0 CONCLUSION

Resource consent is sought to establish and operate a commercial from Sherwood Queenstown.

Overall, the activity is assessed as a Non-Complying Activity.

The actual and potential effects on the environment have been outlined in section 7 of this report where it is concluded that the proposed activity is not likely to have any adverse effects on the environment that are less than minor. This assessment is supported by independent reports as detailed in the body of this assessment.

The proposal is considered consistent with the relevant objectives and policies of both the District Plan and the Proposed District Plan and meets the purpose and principles of the Resource Management Act 1991.

Overall, and in accordance with the assessment contained in this report, it is requested that the proposed development is granted as proposed.



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

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




R.W. Muir
Registrar-General
of Land

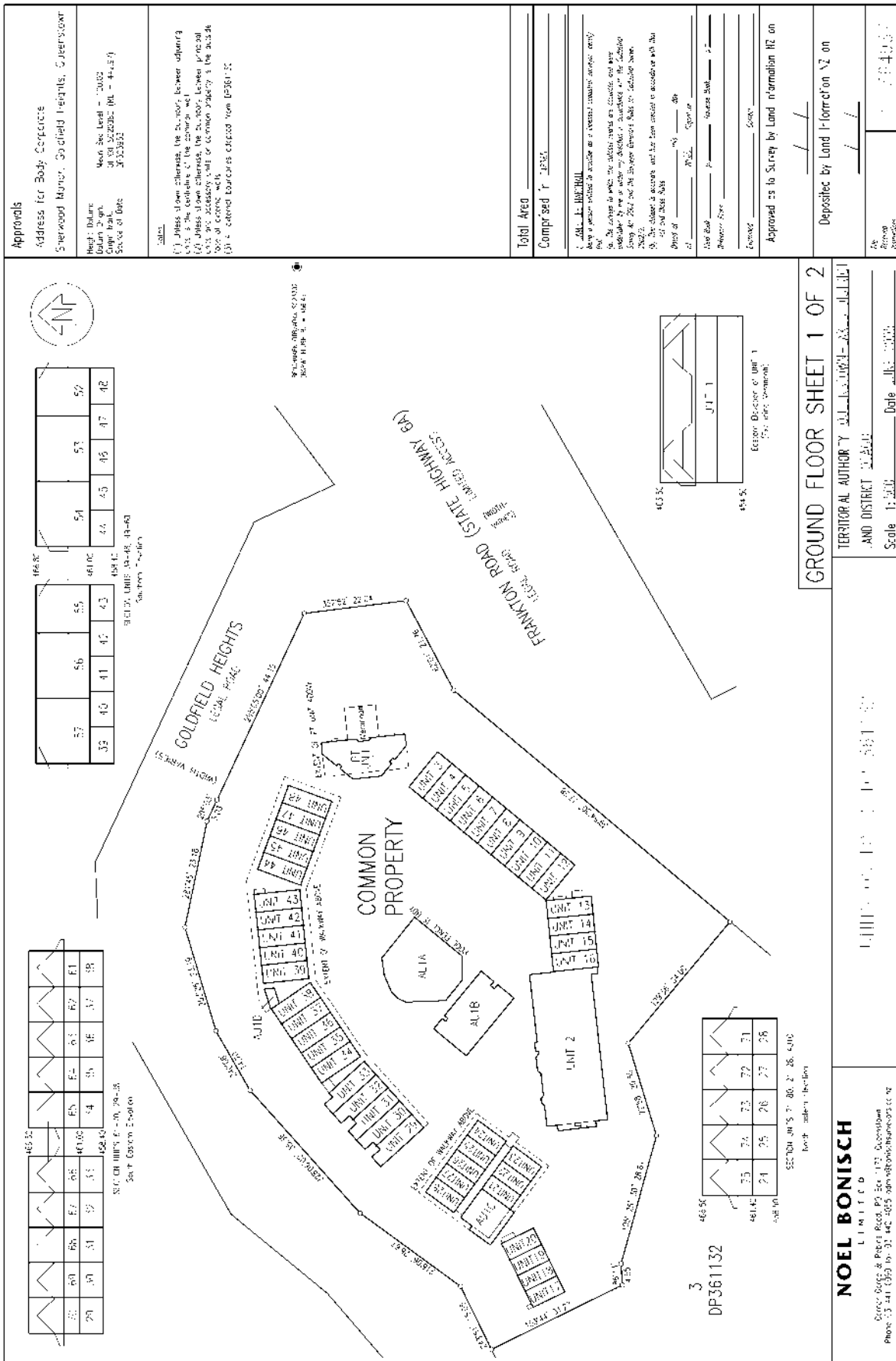
Identifier 263591
Land Registration District Otago
Date Issued 03 January 2007

Prior References
248365

Supplementary Record Sheet
328577

Estate Stratum in Freehold
Legal Description Unit 29 Deposited Plan 364937
Registered Owners
Kien Chung Wong and Tok Wee Ong

The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on the relevant unit plan and supplementary record sheet





SUPPLEMENTARY RECORD SHEET
UNDER UNIT TITLES ACT 1972
Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017

Identifier **328577**
Land Registration District **Otago**
Date Issued 03 January 2007
Plan Number DP 364937

Subdivision of
 Lot 2 Deposited Plan 361132

Prior References
 248365

Unit Titles Issued

263563	263564	263565	263566
263567	263568	263569	263570
263571	263572	263573	263574
263575	263576	263577	263578
263579	263580	263581	263582
263583	263584	263585	263586
263587	263588	263589	263590
263591	263592	263593	263594
263595	263596	263597	263598
263599	263600	263601	263602
263603	263604	263605	263606
263607	263608	263609	263610
263611	263612	263613	263614
263615	263616	263617	263618
263619	263620	263621	263622
263623	263624	263625	263626
263627	263628	263629	263630
263631	263632	263633	263634
263635	263636	263637	263638
263639	263640	263641	263642

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.

476672 Gazette Notice declaring State Highway No.6 (Queenstown- Frankton) to be a limited access road - 21.4.1977 at 11.00 am (pages 15 and 16)

7042623.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 25.9.2006 at 9:00 am

7180164.2 Change of rules of the Body Corporate - 3.1.2007 at 9:00 am

9879719.1 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 29.10.2014 at 6:35 pm



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UNIT TITLE**

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R.W. Muir
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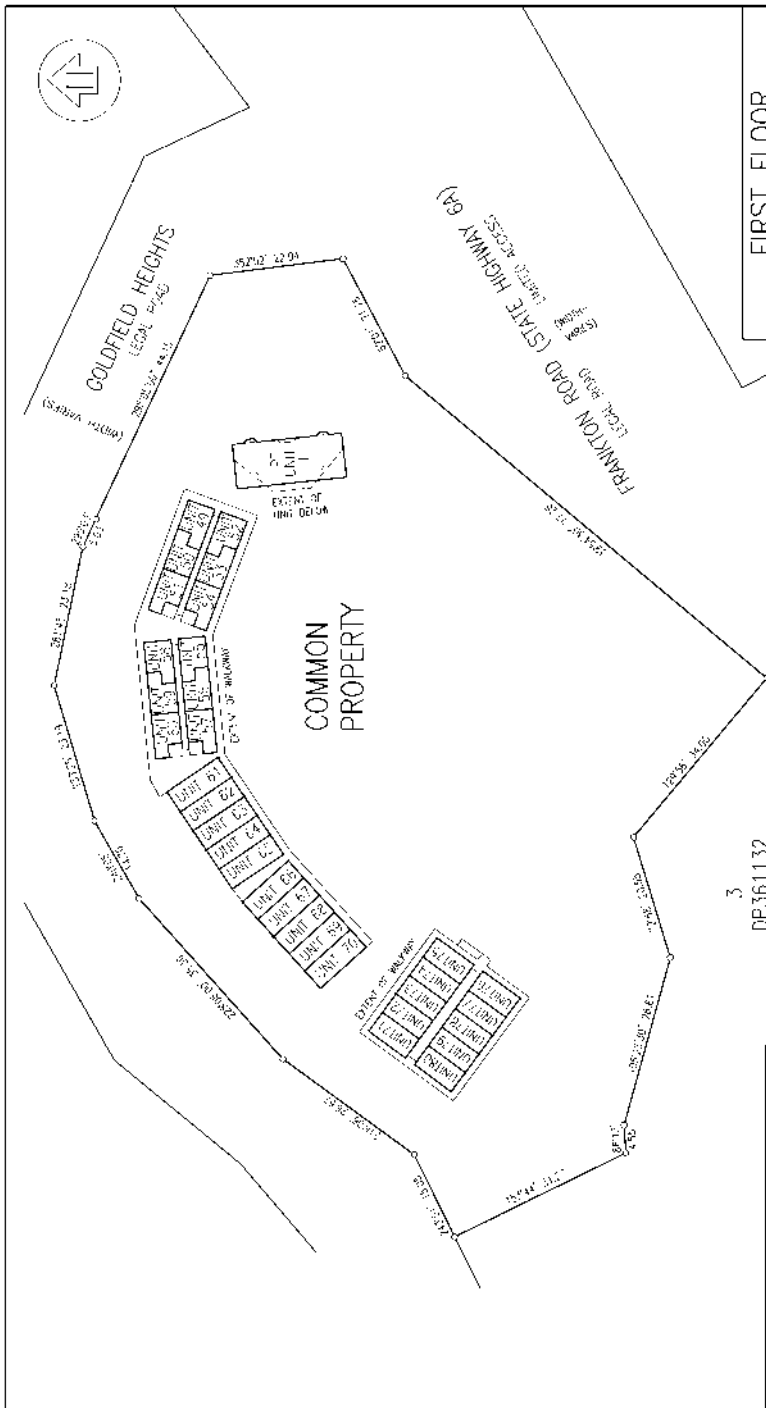
Identifier 263592
Land Registration District Otago
Date Issued 03 January 2007

Prior References
248365

Supplementary Record Sheet
328577

Estate Stratum in Freehold
Legal Description Unit 30 Deposited Plan 364937
Registered Owners
Kien Chung Wong and Tok Wee Ong

The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on the relevant unit plan and supplementary record sheet



FIRST FLOOR
SHEET 2 OF 2

Scale: 1:500

Approved as to Survey by Land Information NZ on _____

Deposited by Land Information NZ on _____

For Receiver's Information: _____

Date: _____

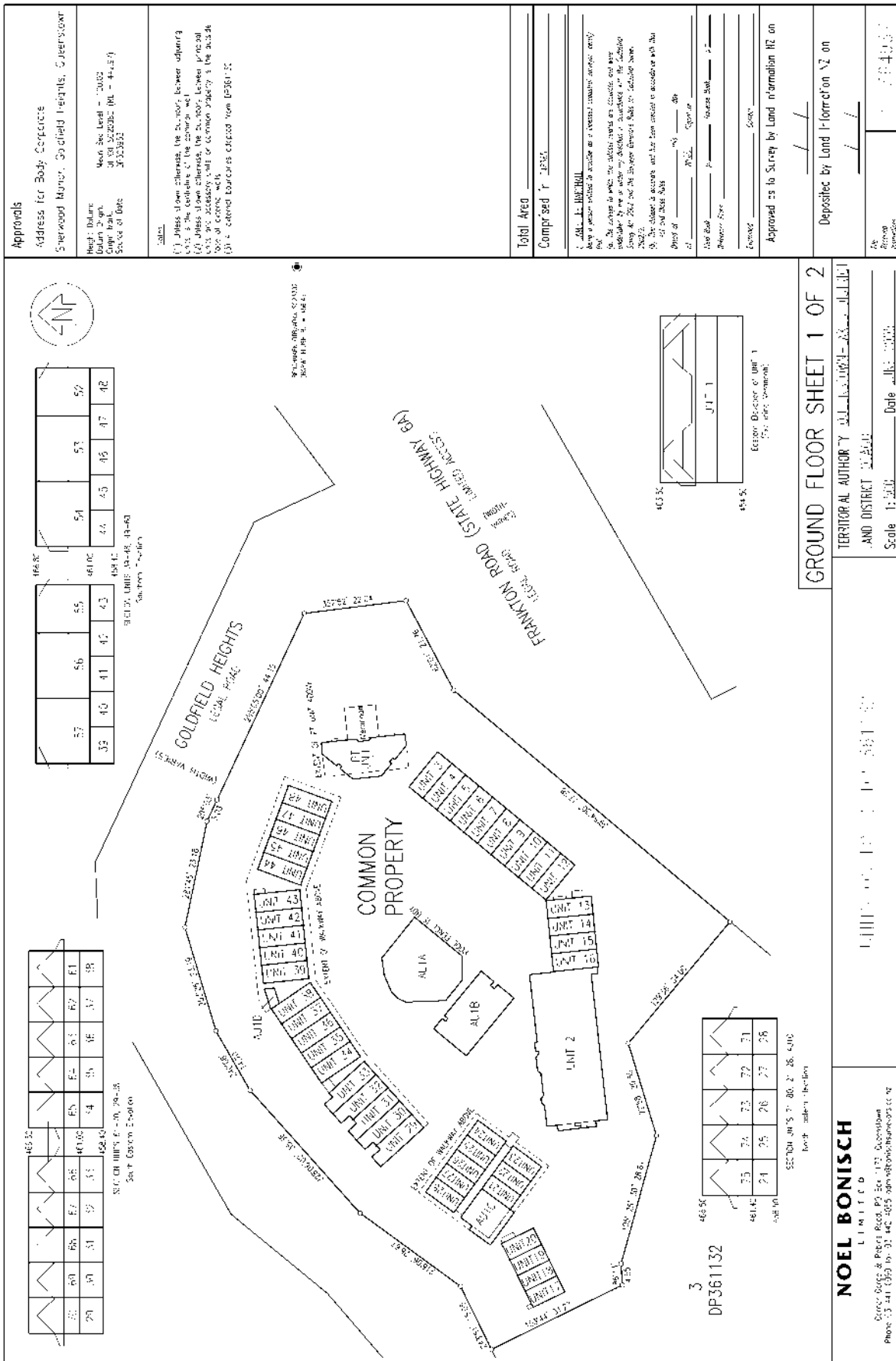
3
DP361132

NOEL BONISCH
LIMITED

Survey 1:500 & 1:200 Plans, P.O. Box 1178, Dunedin
Phone: 03 441 0300 Fax: 03 445 0055 noel@noelbonisch.co.nz

UNIT	NO.	AREA (sqm)	AREA (sqft)	PERCENTAGE
UNIT 1	1	461.00	495.00	50.00
UNIT 2	2	461.00	495.00	50.00
UNIT 3	3	461.00	495.00	50.00
UNIT 4	4	461.00	495.00	50.00
UNIT 5	5	461.00	495.00	50.00
UNIT 6	6	461.00	495.00	50.00
UNIT 7	7	461.00	495.00	50.00
UNIT 8	8	461.00	495.00	50.00
UNIT 9	9	461.00	495.00	50.00
UNIT 10	10	461.00	495.00	50.00
UNIT 11	11	461.00	495.00	50.00
UNIT 12	12	461.00	495.00	50.00
UNIT 13	13	461.00	495.00	50.00
UNIT 14	14	461.00	495.00	50.00
UNIT 15	15	461.00	495.00	50.00
UNIT 16	16	461.00	495.00	50.00
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UNIT 26	26	461.00	495.00	50.00
UNIT 27	27	461.00	495.00	50.00
UNIT 28	28	461.00	495.00	50.00
UNIT 29	29	461.00	495.00	50.00
UNIT 30	30	461.00	495.00	50.00
UNIT 31	31	461.00	495.00	50.00
UNIT 32	32	461.00	495.00	50.00
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UNIT 37	37	461.00	495.00	50.00
UNIT 38	38	461.00	495.00	50.00
UNIT 39	39	461.00	495.00	50.00
UNIT 40	40	461.00	495.00	50.00
UNIT 41	41	461.00	495.00	50.00
UNIT 42	42	461.00	495.00	50.00
UNIT 43	43	461.00	495.00	50.00
UNIT 44	44	461.00	495.00	50.00
UNIT 45	45	461.00	495.00	50.00
UNIT 46	46	461.00	495.00	50.00
UNIT 47	47	461.00	495.00	50.00
UNIT 48	48	461.00	495.00	50.00
UNIT 49	49	461.00	495.00	50.00
UNIT 50	50	461.00	495.00	50.00
UNIT 51	51	461.00	495.00	50.00

UNIT	NO.	AREA (sqm)	AREA (sqft)	PERCENTAGE
UNIT 52	52	461.00	495.00	50.00
UNIT 53	53	461.00	495.00	50.00
UNIT 54	54	461.00	495.00	50.00
UNIT 55	55	461.00	495.00	50.00
UNIT 56	56	461.00	495.00	50.00
UNIT 57	57	461.00	495.00	50.00
UNIT 58	58	461.00	495.00	50.00
UNIT 59	59	461.00	495.00	50.00
UNIT 60	60	461.00	495.00	50.00
UNIT 61	61	461.00	495.00	50.00
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UNIT 63	63	461.00	495.00	50.00
UNIT 64	64	461.00	495.00	50.00
UNIT 65	65	461.00	495.00	50.00
UNIT 66	66	461.00	495.00	50.00
UNIT 67	67	461.00	495.00	50.00
UNIT 68	68	461.00	495.00	50.00
UNIT 69	69	461.00	495.00	50.00
UNIT 70	70	461.00	495.00	50.00



Approvals
 Address for Body Corporate
 Meeting Details
 Meeting Date
 Meeting Time
 Meeting Location
 Meeting Minutes

Notes
 (1) Please refer to the attached site plan for details of the proposed development.
 (2) The proposed development is subject to the approval of the Council.
 (3) The proposed development is subject to the approval of the Council.
 (4) The proposed development is subject to the approval of the Council.
 (5) The proposed development is subject to the approval of the Council.

Total Area
Comprised of

1. NOEL J. BONISCH
 Surveyor
 Date of Survey
 Name of Surveyor
 Name of Client
 Name of Project
 Name of Site

Approved as to Survey by Land Information NZ on
 Date: / /
 Deposited by Land Information NZ on

Scale 1:500
Date 11/03/2020

NOEL BONISCH
 LIMITED
 Surveyors & Planners
 Phone: 05 441 0300



SUPPLEMENTARY RECORD SHEET
UNDER UNIT TITLES ACT 1972
Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017

Identifier **328577**
Land Registration District **Otago**
Date Issued 03 January 2007
Plan Number DP 364937

Subdivision of
 Lot 2 Deposited Plan 361132

Prior References
 248365

Unit Titles Issued

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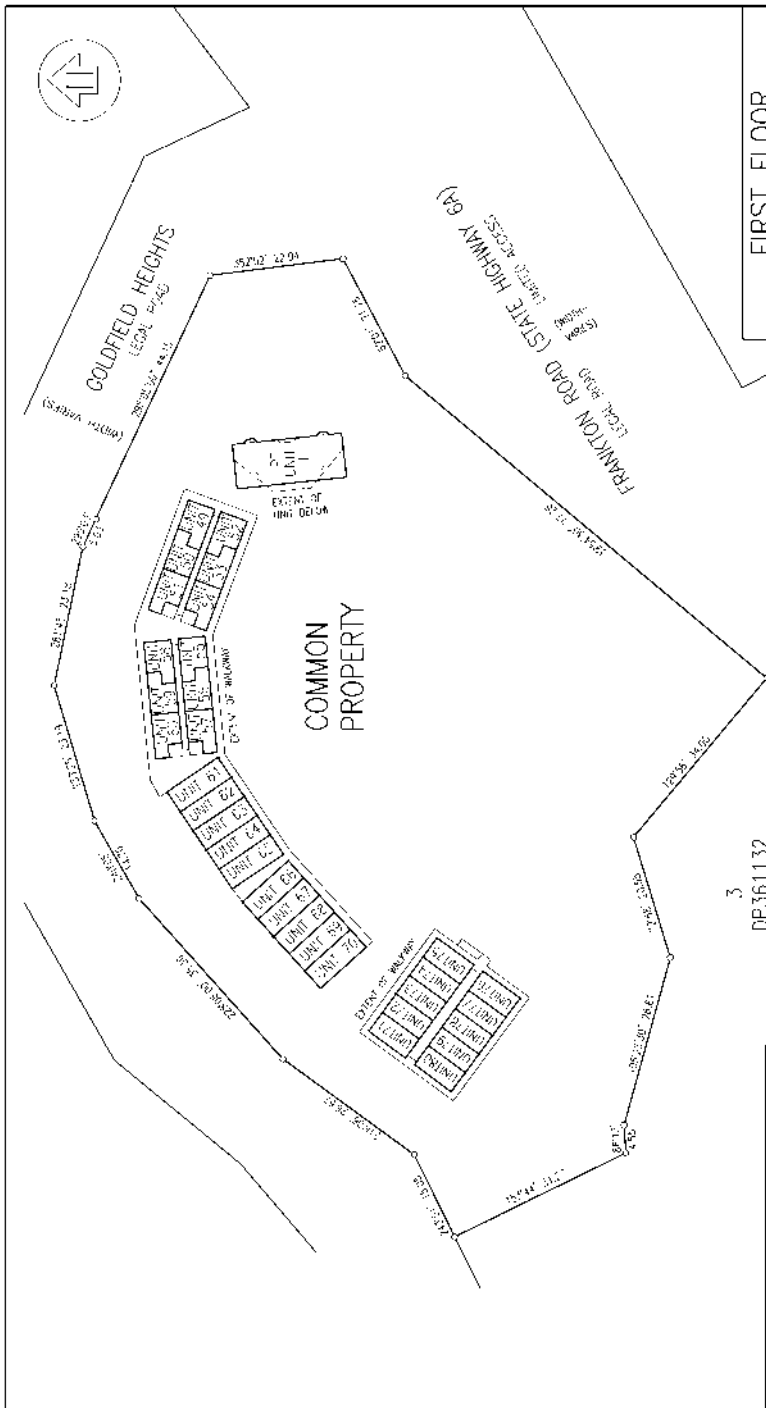
Identifier 263593
Land Registration District Otago
Date Issued 03 January 2007

Prior References
248365

Supplementary Record Sheet
328577

Estate Stratum in Freehold
Legal Description Unit 31 Deposited Plan 364937
Registered Owners
Kien Chung Wong and Tok Wee Ong

The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on the relevant unit plan and supplementary record sheet



FIRST FLOOR
SHEET 2 OF 2

Scale of this plan is 1:500. It is a scaled version of the original plan. The original plan is available on the Surveyor's Office website. The original plan is available on the Surveyor's Office website. The original plan is available on the Surveyor's Office website.

Approved as to Survey by Land Information NZ on _____

Deposited by Land Information NZ on _____

For Receiver's Information: _____

3
DP361132

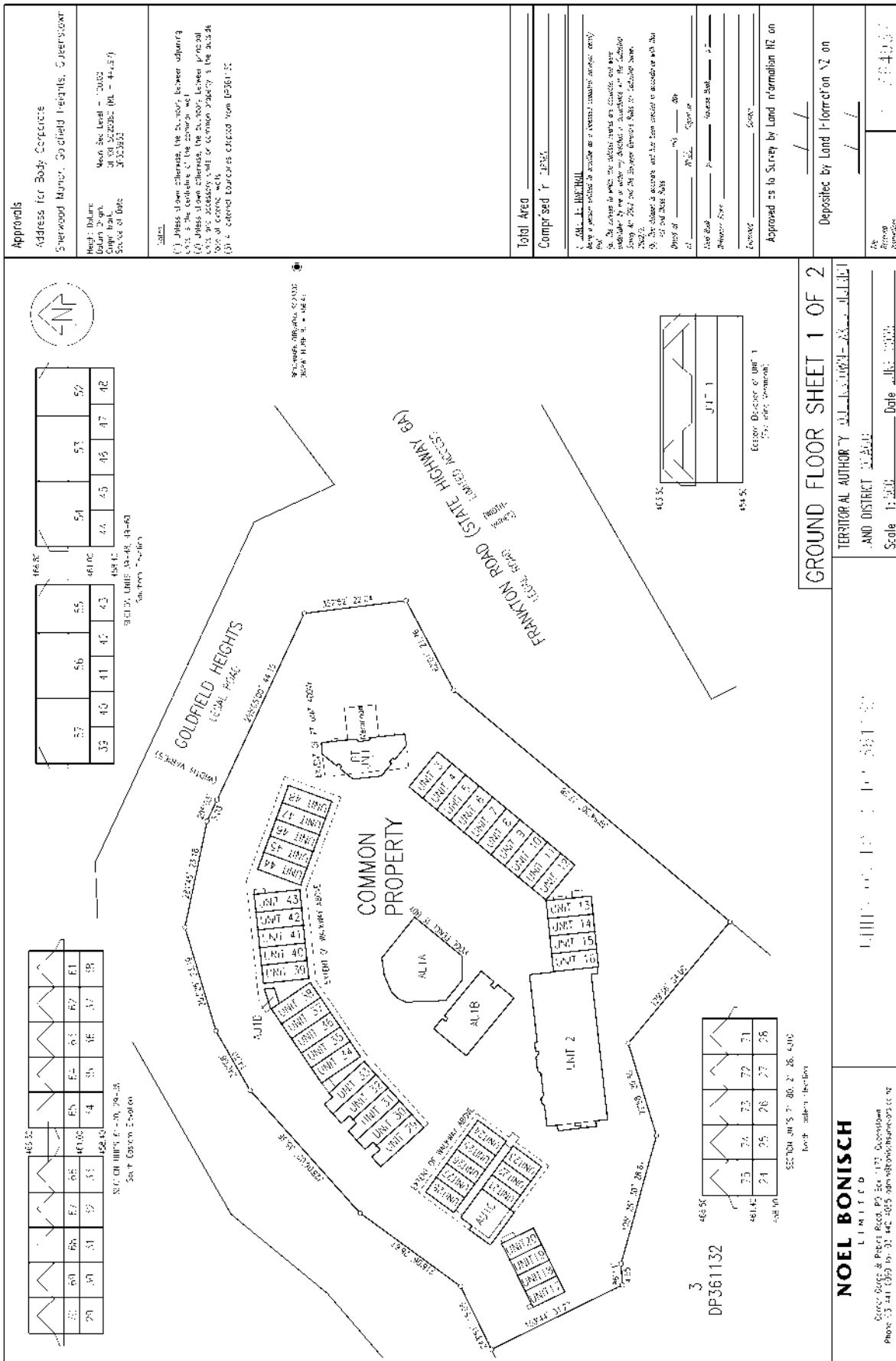
UNIT NO.	AREA (SQ M)	AREA (SQ FT)	AREA (SQ YD)	AREA (SQ M)	AREA (SQ FT)	AREA (SQ YD)	AREA (SQ M)	AREA (SQ FT)	AREA (SQ YD)
UNIT 51	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00
UNIT 52	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00
UNIT 53	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00
UNIT 54	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00
UNIT 55	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00
UNIT 56	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00
UNIT 57	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00
UNIT 58	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00
UNIT 59	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00
UNIT 60	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00
UNIT 61	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00
UNIT 62	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00
UNIT 63	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00
UNIT 64	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00
UNIT 65	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00
UNIT 66	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00
UNIT 67	462.50	4978.00	1134.00	462.50	4978.00	1134.00	462.50	4978.00	1134.00

SCHEDULE OF UNIT DIMENSIONS

UNIT DESCRIPTION	DEPTH (M)	BREADTH (M)	AREA (SQ M)	AREA (SQ FT)	AREA (SQ YD)
UNIT 51	46.25	10.75	497.80	5378.00	1234.00
UNIT 52	46.25	10.75	497.80	5378.00	1234.00
UNIT 53	46.25	10.75	497.80	5378.00	1234.00
UNIT 54	46.25	10.75	497.80	5378.00	1234.00
UNIT 55	46.25	10.75	497.80	5378.00	1234.00
UNIT 56	46.25	10.75	497.80	5378.00	1234.00
UNIT 57	46.25	10.75	497.80	5378.00	1234.00
UNIT 58	46.25	10.75	497.80	5378.00	1234.00
UNIT 59	46.25	10.75	497.80	5378.00	1234.00
UNIT 60	46.25	10.75	497.80	5378.00	1234.00
UNIT 61	46.25	10.75	497.80	5378.00	1234.00
UNIT 62	46.25	10.75	497.80	5378.00	1234.00
UNIT 63	46.25	10.75	497.80	5378.00	1234.00
UNIT 64	46.25	10.75	497.80	5378.00	1234.00
UNIT 65	46.25	10.75	497.80	5378.00	1234.00
UNIT 66	46.25	10.75	497.80	5378.00	1234.00
UNIT 67	46.25	10.75	497.80	5378.00	1234.00

NOEL BONISCH
LIMITED

Survey 2021 & Plan 2021. For more information, please contact Noel Bonisch Limited. Phone: 05 441 0300. Fax: 05 405 0000. www.noelbonisch.co.nz





SUPPLEMENTARY RECORD SHEET
UNDER UNIT TITLES ACT 1972
Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017

Identifier **328577**
Land Registration District **Otago**
Date Issued 03 January 2007
Plan Number DP 364937

Subdivision of
 Lot 2 Deposited Plan 361132

Prior References
 248365

Unit Titles Issued

263563	263564	263565	263566
263567	263568	263569	263570
263571	263572	263573	263574
263575	263576	263577	263578
263579	263580	263581	263582
263583	263584	263585	263586
263587	263588	263589	263590
263591	263592	263593	263594
263595	263596	263597	263598
263599	263600	263601	263602
263603	263604	263605	263606
263607	263608	263609	263610
263611	263612	263613	263614
263615	263616	263617	263618
263619	263620	263621	263622
263623	263624	263625	263626
263627	263628	263629	263630
263631	263632	263633	263634
263635	263636	263637	263638
263639	263640	263641	263642

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.

476672 Gazette Notice declaring State Highway No.6 (Queenstown- Frankton) to be a limited access road - 21.4.1977 at 11.00 am (pages 15 and 16)

7042623.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 25.9.2006 at 9:00 am

7180164.2 Change of rules of the Body Corporate - 3.1.2007 at 9:00 am

9879719.1 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 29.10.2014 at 6:35 pm



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

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




R.W. Muir
Registrar-General
of Land

Identifier 263594
Land Registration District Otago
Date Issued 03 January 2007

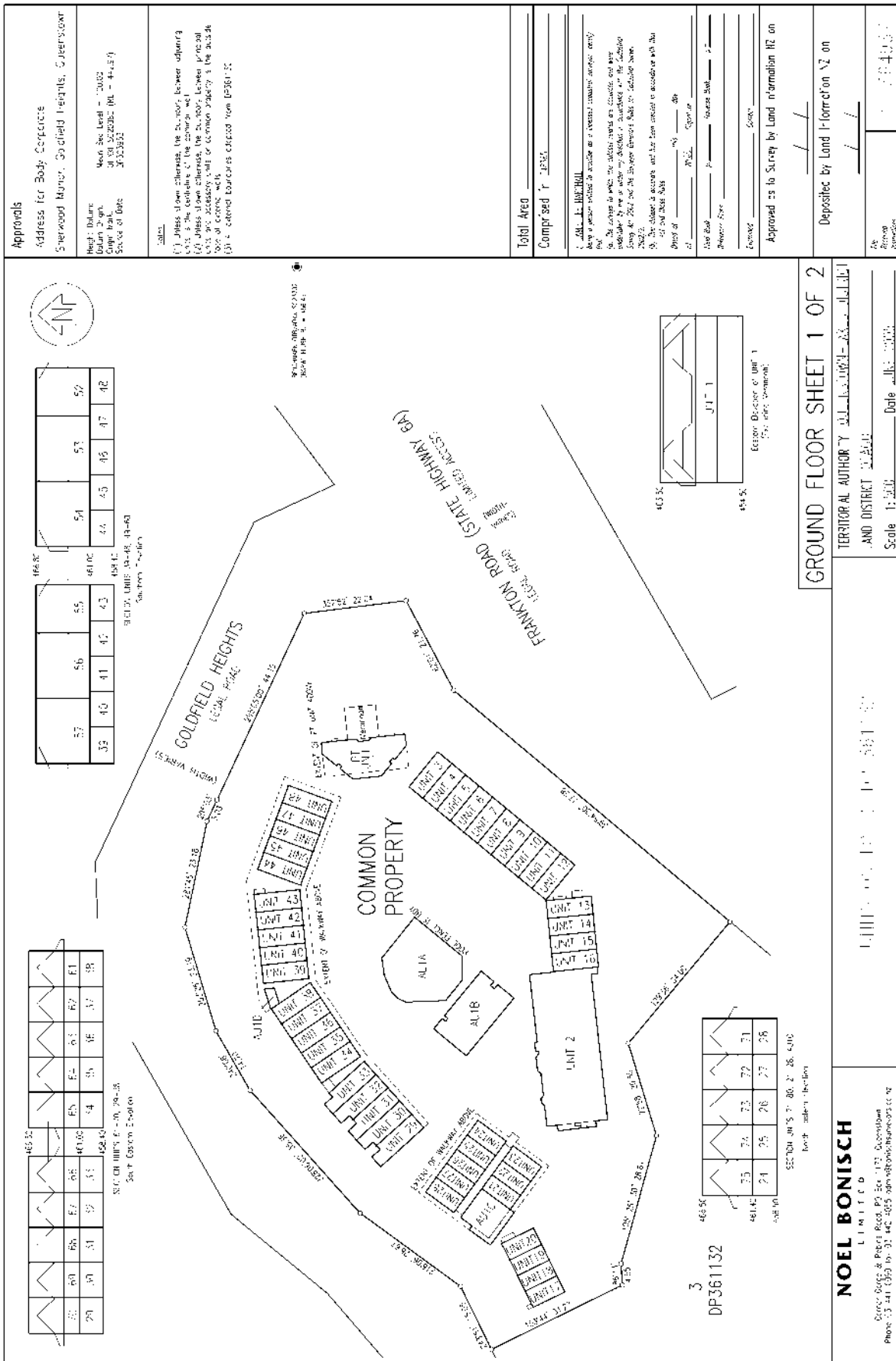
Prior References
248365

Supplementary Record Sheet
328577

Estate Stratum in Freehold
Legal Description Unit 32 Deposited Plan 364937
Registered Owners
Kok Chung Foong

The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on the relevant unit plan and supplementary record sheet

9751026.2 Mortgage to Bank of New Zealand - 3.11.2014 at 4:58 pm



GROUND FLOOR SHEET 1 OF 2
 TERRITORIAL AUTHORITY: **WELLINGTON REGIONAL COUNCIL**
 LAND DISTRICT: **1224**
 Scale: 1:500 Date: 11/03/2020

NOEL BONISCH LIMITED
 Surveyors & Engineers
 Phone: 05 441 0300 Fax: 05 441 0301
 Email: noel@noelbonisch.co.nz



SUPPLEMENTARY RECORD SHEET
UNDER UNIT TITLES ACT 1972
Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017

Identifier **328577**
Land Registration District **Otago**
Date Issued 03 January 2007
Plan Number DP 364937

Subdivision of
 Lot 2 Deposited Plan 361132

Prior References
 248365

Unit Titles Issued

263563	263564	263565	263566
263567	263568	263569	263570
263571	263572	263573	263574
263575	263576	263577	263578
263579	263580	263581	263582
263583	263584	263585	263586
263587	263588	263589	263590
263591	263592	263593	263594
263595	263596	263597	263598
263599	263600	263601	263602
263603	263604	263605	263606
263607	263608	263609	263610
263611	263612	263613	263614
263615	263616	263617	263618
263619	263620	263621	263622
263623	263624	263625	263626
263627	263628	263629	263630
263631	263632	263633	263634
263635	263636	263637	263638
263639	263640	263641	263642

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.

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7042623.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 25.9.2006 at 9:00 am

7180164.2 Change of rules of the Body Corporate - 3.1.2007 at 9:00 am

9879719.1 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 29.10.2014 at 6:35 pm



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

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




R.W. Muir
Registrar-General
of Land

Identifier 263595
Land Registration District Otago
Date Issued 03 January 2007

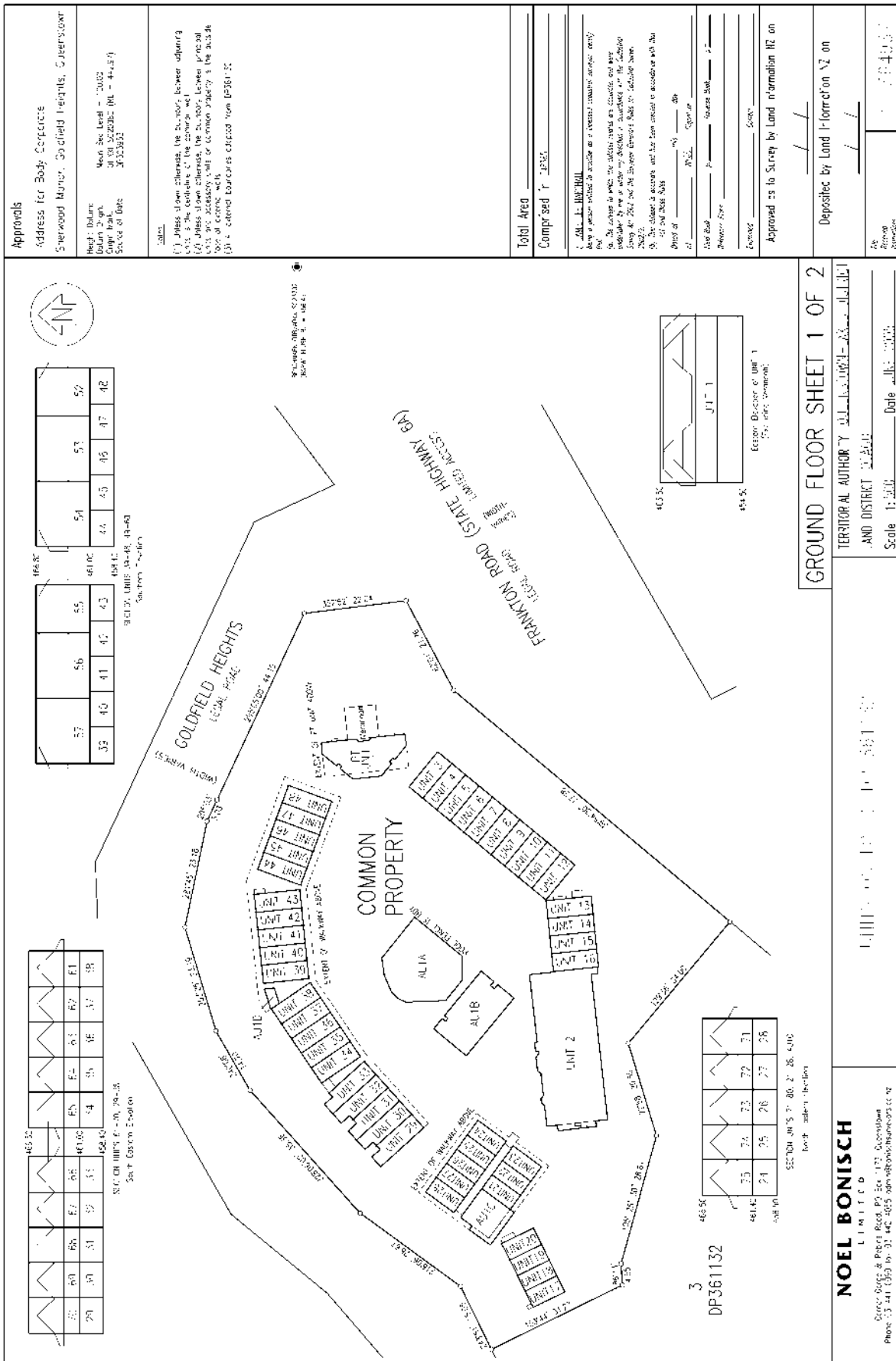
Prior References
248365

Supplementary Record Sheet
328577

Estate Stratum in Freehold
Legal Description Unit 33 Deposited Plan 364937
Registered Owners
Kok Chung Foong

**The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on
the relevant unit plan and supplementary record sheet**

9751026.2 Mortgage to Bank of New Zealand - 3.11.2014 at 4:58 pm





SUPPLEMENTARY RECORD SHEET
UNDER UNIT TITLES ACT 1972
Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017

Identifier **328577**
Land Registration District **Otago**
Date Issued 03 January 2007
Plan Number DP 364937

Subdivision of
 Lot 2 Deposited Plan 361132

Prior References
 248365

Unit Titles Issued

263563	263564	263565	263566
263567	263568	263569	263570
263571	263572	263573	263574
263575	263576	263577	263578
263579	263580	263581	263582
263583	263584	263585	263586
263587	263588	263589	263590
263591	263592	263593	263594
263595	263596	263597	263598
263599	263600	263601	263602
263603	263604	263605	263606
263607	263608	263609	263610
263611	263612	263613	263614
263615	263616	263617	263618
263619	263620	263621	263622
263623	263624	263625	263626
263627	263628	263629	263630
263631	263632	263633	263634
263635	263636	263637	263638
263639	263640	263641	263642

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.

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7180164.2 Change of rules of the Body Corporate - 3.1.2007 at 9:00 am

9879719.1 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 29.10.2014 at 6:35 pm



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

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




R.W. Muir
Registrar-General
of Land

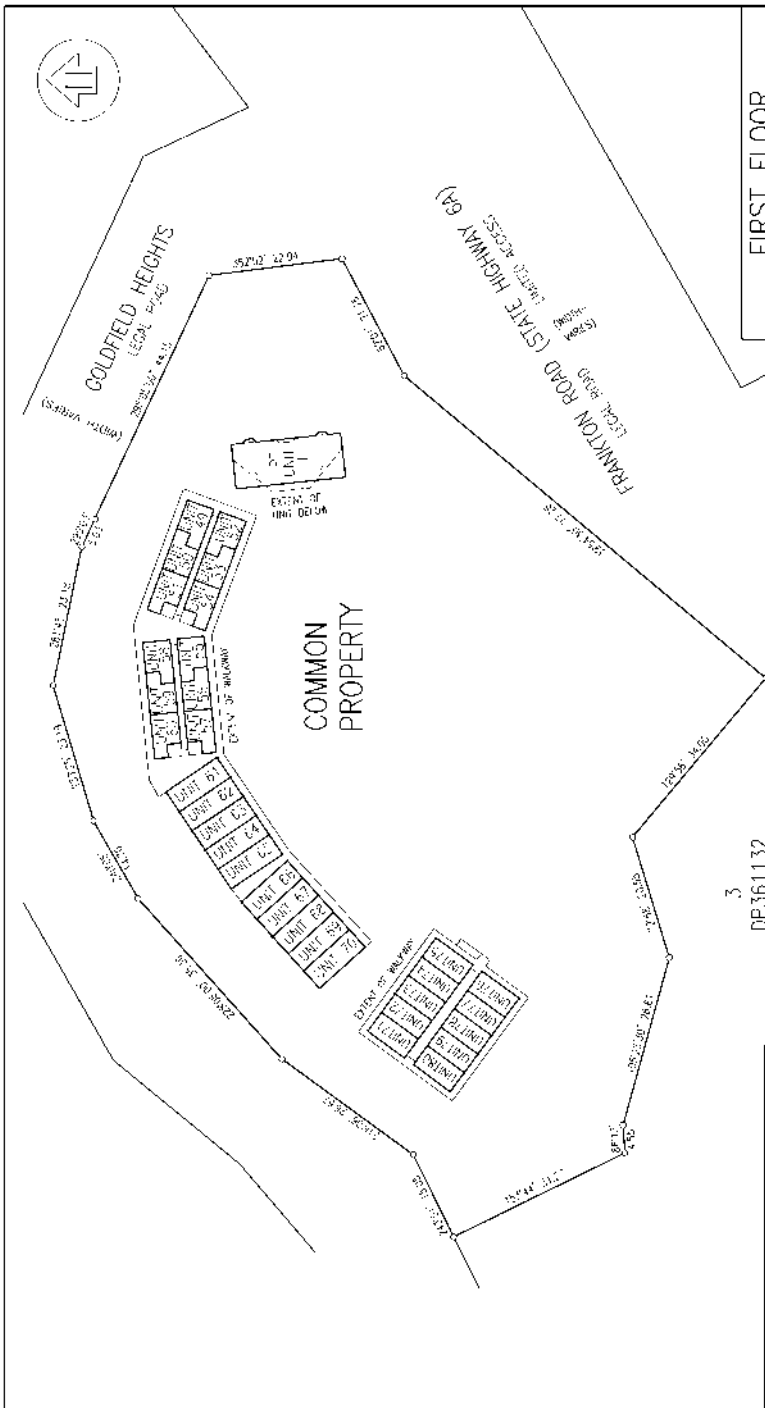
Identifier 263596
Land Registration District Otago
Date Issued 03 January 2007

Prior References
248365

Supplementary Record Sheet
328577

Estate Stratum in Freehold
Legal Description Unit 34 Deposited Plan 364937
Registered Owners
Manor Holdings Limited

The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on the relevant unit plan and supplementary record sheet



FIRST FLOOR
SHEET 2 OF 2

1. THIS PLAN, IN ACCORDANCE WITH THE SUBDIVISION ACT 2016, IS A PRELIMINARY PLAN FOR THE SUBDIVISION OF THE LAND SHOWN HEREON INTO 17 UNITS, TO BE KNOWN AS UNITS 51 TO 67, IN ACCORDANCE WITH THE SUBDIVISION ACT 2016.

2. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE SUBDIVISION ACT 2016 AND THE SUBDIVISION ACT 2016 (GENERAL) REGULATIONS 2016.

3. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE SUBDIVISION ACT 2016 AND THE SUBDIVISION ACT 2016 (GENERAL) REGULATIONS 2016.

4. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE SUBDIVISION ACT 2016 AND THE SUBDIVISION ACT 2016 (GENERAL) REGULATIONS 2016.

5. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE SUBDIVISION ACT 2016 AND THE SUBDIVISION ACT 2016 (GENERAL) REGULATIONS 2016.

6. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE SUBDIVISION ACT 2016 AND THE SUBDIVISION ACT 2016 (GENERAL) REGULATIONS 2016.

7. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE SUBDIVISION ACT 2016 AND THE SUBDIVISION ACT 2016 (GENERAL) REGULATIONS 2016.

8. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE SUBDIVISION ACT 2016 AND THE SUBDIVISION ACT 2016 (GENERAL) REGULATIONS 2016.

9. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE SUBDIVISION ACT 2016 AND THE SUBDIVISION ACT 2016 (GENERAL) REGULATIONS 2016.

10. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE SUBDIVISION ACT 2016 AND THE SUBDIVISION ACT 2016 (GENERAL) REGULATIONS 2016.

11. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE SUBDIVISION ACT 2016 AND THE SUBDIVISION ACT 2016 (GENERAL) REGULATIONS 2016.

12. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE SUBDIVISION ACT 2016 AND THE SUBDIVISION ACT 2016 (GENERAL) REGULATIONS 2016.

13. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE SUBDIVISION ACT 2016 AND THE SUBDIVISION ACT 2016 (GENERAL) REGULATIONS 2016.

14. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE SUBDIVISION ACT 2016 AND THE SUBDIVISION ACT 2016 (GENERAL) REGULATIONS 2016.

15. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE SUBDIVISION ACT 2016 AND THE SUBDIVISION ACT 2016 (GENERAL) REGULATIONS 2016.

16. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE SUBDIVISION ACT 2016 AND THE SUBDIVISION ACT 2016 (GENERAL) REGULATIONS 2016.

17. THE UNITS SHOWN ON THIS PLAN ARE SUBJECT TO THE SUBDIVISION ACT 2016 AND THE SUBDIVISION ACT 2016 (GENERAL) REGULATIONS 2016.

Approved as to Survey by Land Information NZ on _____ at _____ 2021. Signature: _____

Deposited by Land Information NZ on _____ at _____ 2021. Signature: _____

For Receiver Information: _____ Date: _____

3 DP361132

UNIT NO.	AREA (SQ M)	AREA (SQ FT)	PERCENTAGE OF TOTAL AREA
UNIT 51	462.50	498.83	1.74%
UNIT 52	462.50	498.83	1.74%
UNIT 53	462.50	498.83	1.74%
UNIT 54	462.50	498.83	1.74%
UNIT 55	462.50	498.83	1.74%
UNIT 56	462.50	498.83	1.74%
UNIT 57	462.50	498.83	1.74%
UNIT 58	462.50	498.83	1.74%
UNIT 59	462.50	498.83	1.74%
UNIT 60	462.50	498.83	1.74%
UNIT 61	462.50	498.83	1.74%
UNIT 62	462.50	498.83	1.74%
UNIT 63	462.50	498.83	1.74%
UNIT 64	462.50	498.83	1.74%
UNIT 65	462.50	498.83	1.74%
UNIT 66	462.50	498.83	1.74%
UNIT 67	462.50	498.83	1.74%

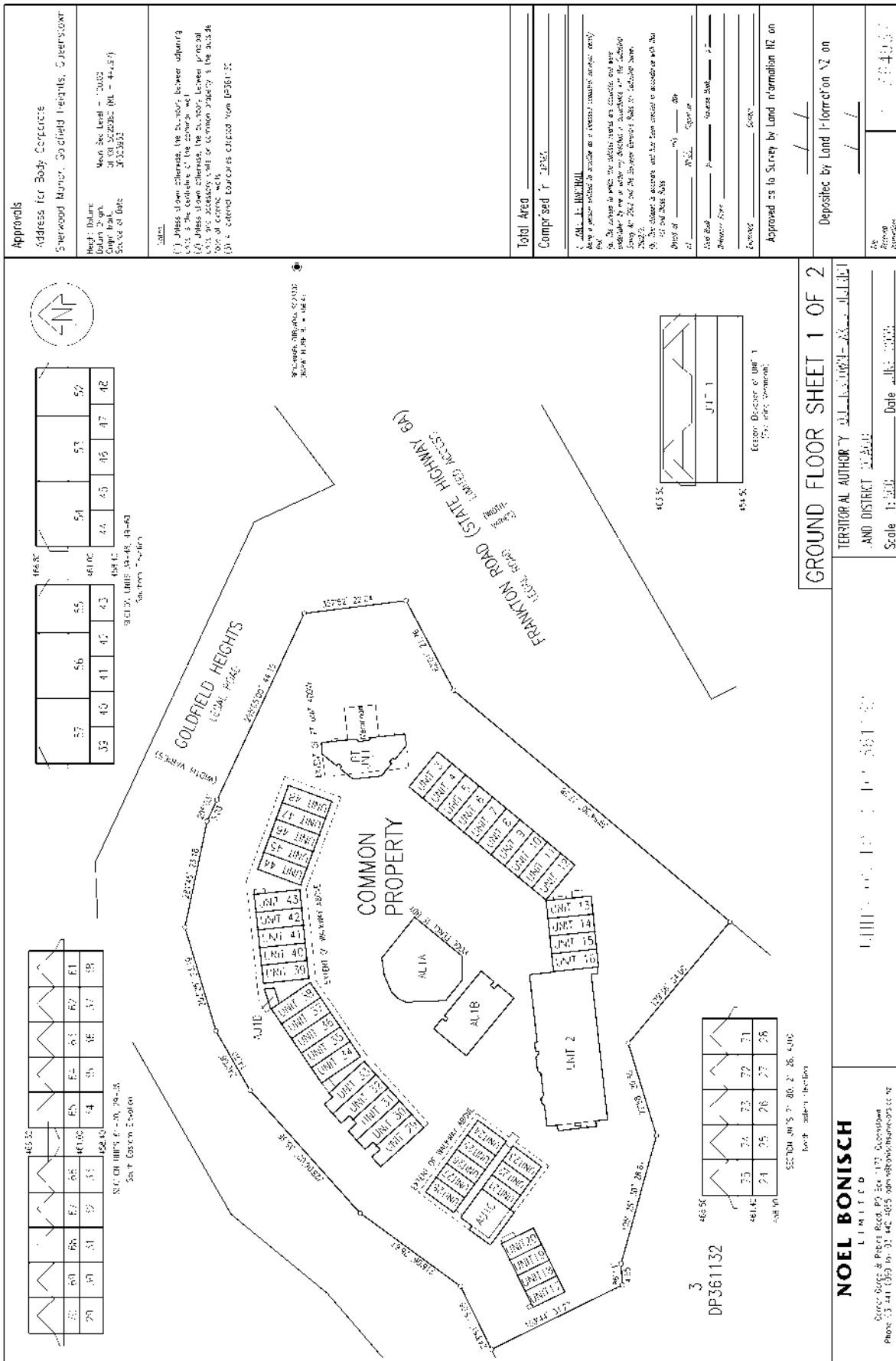
UNIT DESCRIPTION	LEGAL UNIT	AREA (SQ M)	AREA (SQ FT)	PERCENTAGE OF TOTAL AREA
UNIT 51	462.50	498.83	1.74%	
UNIT 52	462.50	498.83	1.74%	
UNIT 53	462.50	498.83	1.74%	
UNIT 54	462.50	498.83	1.74%	
UNIT 55	462.50	498.83	1.74%	
UNIT 56	462.50	498.83	1.74%	
UNIT 57	462.50	498.83	1.74%	
UNIT 58	462.50	498.83	1.74%	
UNIT 59	462.50	498.83	1.74%	
UNIT 60	462.50	498.83	1.74%	
UNIT 61	462.50	498.83	1.74%	
UNIT 62	462.50	498.83	1.74%	
UNIT 63	462.50	498.83	1.74%	
UNIT 64	462.50	498.83	1.74%	
UNIT 65	462.50	498.83	1.74%	
UNIT 66	462.50	498.83	1.74%	
UNIT 67	462.50	498.83	1.74%	

NOEL BONISCH
LIMITED

Survey 2021 & Plan 2021, Plan No. 22, District Council of Christchurch
Phone: 03 341 0300 Fax: 03 341 0301

TERRITORIAL AUTHORITY: DISTRICT COUNCIL OF CHRISTCHURCH
LAND DISTRICT: DISTRICT OF CHRISTCHURCH

Scale: 1:500 Date: 15/04/21





SUPPLEMENTARY RECORD SHEET
UNDER UNIT TITLES ACT 1972
Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017

Identifier **328577**
Land Registration District **Otago**
Date Issued 03 January 2007
Plan Number DP 364937

Subdivision of
 Lot 2 Deposited Plan 361132

Prior References
 248365

Unit Titles Issued

263563	263564	263565	263566
263567	263568	263569	263570
263571	263572	263573	263574
263575	263576	263577	263578
263579	263580	263581	263582
263583	263584	263585	263586
263587	263588	263589	263590
263591	263592	263593	263594
263595	263596	263597	263598
263599	263600	263601	263602
263603	263604	263605	263606
263607	263608	263609	263610
263611	263612	263613	263614
263615	263616	263617	263618
263619	263620	263621	263622
263623	263624	263625	263626
263627	263628	263629	263630
263631	263632	263633	263634
263635	263636	263637	263638
263639	263640	263641	263642

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.

476672 Gazette Notice declaring State Highway No.6 (Queenstown- Frankton) to be a limited access road - 21.4.1977 at 11.00 am (pages 15 and 16)

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9879719.1 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 29.10.2014 at 6:35 pm



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

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




R.W. Muir
Registrar-General
of Land

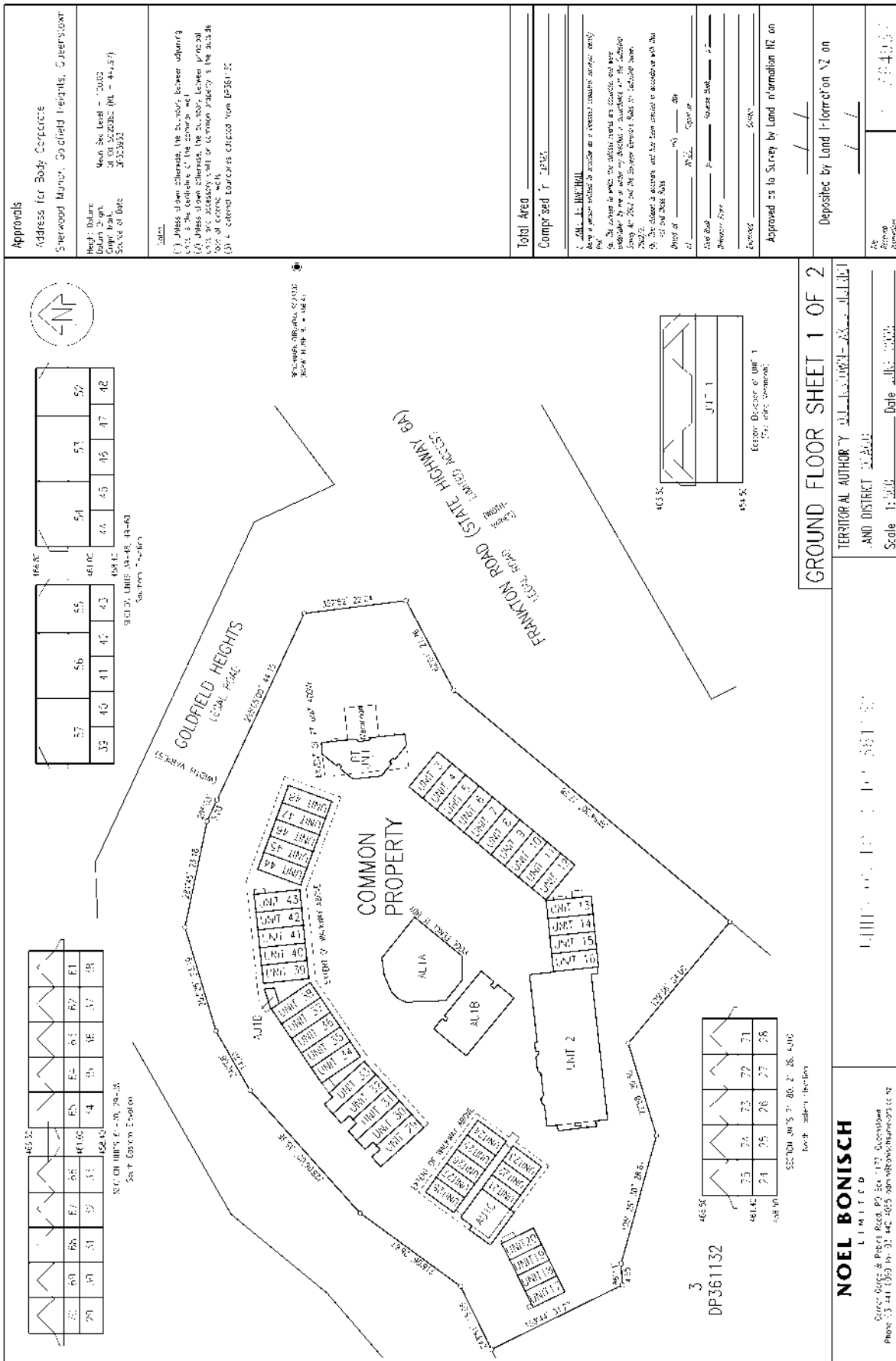
Identifier 263597
Land Registration District Otago
Date Issued 03 January 2007

Prior References
248365

Supplementary Record Sheet
328577

Estate Stratum in Freehold
Legal Description Unit 35 Deposited Plan 364937
Registered Owners
Li Surong

The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on the relevant unit plan and supplementary record sheet





SUPPLEMENTARY RECORD SHEET
UNDER UNIT TITLES ACT 1972
Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017

Identifier **328577**
Land Registration District **Otago**
Date Issued 03 January 2007
Plan Number DP 364937

Subdivision of
 Lot 2 Deposited Plan 361132

Prior References
 248365

Unit Titles Issued

263563	263564	263565	263566
263567	263568	263569	263570
263571	263572	263573	263574
263575	263576	263577	263578
263579	263580	263581	263582
263583	263584	263585	263586
263587	263588	263589	263590
263591	263592	263593	263594
263595	263596	263597	263598
263599	263600	263601	263602
263603	263604	263605	263606
263607	263608	263609	263610
263611	263612	263613	263614
263615	263616	263617	263618
263619	263620	263621	263622
263623	263624	263625	263626
263627	263628	263629	263630
263631	263632	263633	263634
263635	263636	263637	263638
263639	263640	263641	263642

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.

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7042623.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 25.9.2006 at 9:00 am

7180164.2 Change of rules of the Body Corporate - 3.1.2007 at 9:00 am

9879719.1 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 29.10.2014 at 6:35 pm



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

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




R.W. Muir
Registrar-General
of Land

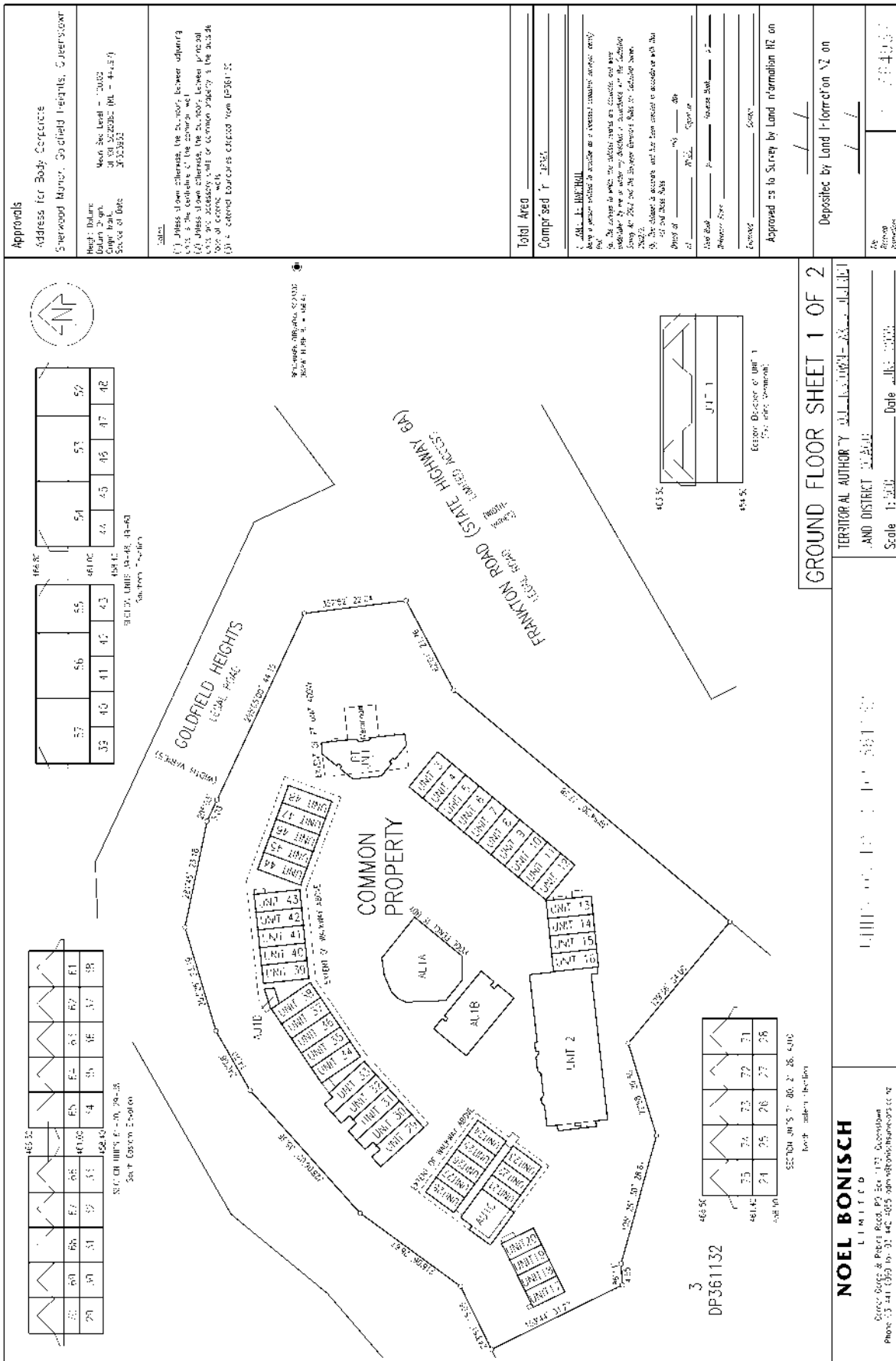
Identifier 263598
Land Registration District Otago
Date Issued 03 January 2007

Prior References
248365

Supplementary Record Sheet
328577

Estate Stratum in Freehold
Legal Description Unit 36 Deposited Plan 364937
Registered Owners
Chong Mu Tham and Poh Hui Tan

The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on the relevant unit plan and supplementary record sheet



NOEL BONISCH
 LIMITED
 Surveyors & Engineers (P.O. Box 1172, Greenstower)
 Phone: 03 441 0300 Fax: 03 441 0305 www.nobonisch.co.nz

TERRITORIAL AUTHORITY: **Wairarapa District Council**
 AND DISTRICT: **Wairarapa**
 Scale: 1:500 Date: 11/03/2021

Approved as to Survey by Land Information NZ on: **11/03/2021**
 Deposited by Land Information NZ on: **11/03/2021**



SUPPLEMENTARY RECORD SHEET
UNDER UNIT TITLES ACT 1972
Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017

Identifier **328577**
Land Registration District **Otago**
Date Issued 03 January 2007
Plan Number DP 364937

Subdivision of
 Lot 2 Deposited Plan 361132

Prior References
 248365

Unit Titles Issued

263563	263564	263565	263566
263567	263568	263569	263570
263571	263572	263573	263574
263575	263576	263577	263578
263579	263580	263581	263582
263583	263584	263585	263586
263587	263588	263589	263590
263591	263592	263593	263594
263595	263596	263597	263598
263599	263600	263601	263602
263603	263604	263605	263606
263607	263608	263609	263610
263611	263612	263613	263614
263615	263616	263617	263618
263619	263620	263621	263622
263623	263624	263625	263626
263627	263628	263629	263630
263631	263632	263633	263634
263635	263636	263637	263638
263639	263640	263641	263642

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.

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7180164.2 Change of rules of the Body Corporate - 3.1.2007 at 9:00 am

9879719.1 Notice of change of body corporate operational rules pursuant to Section 106 Unit Titles Act 2010 - 29.10.2014 at 6:35 pm



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

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




R.W. Muir
Registrar-General
of Land

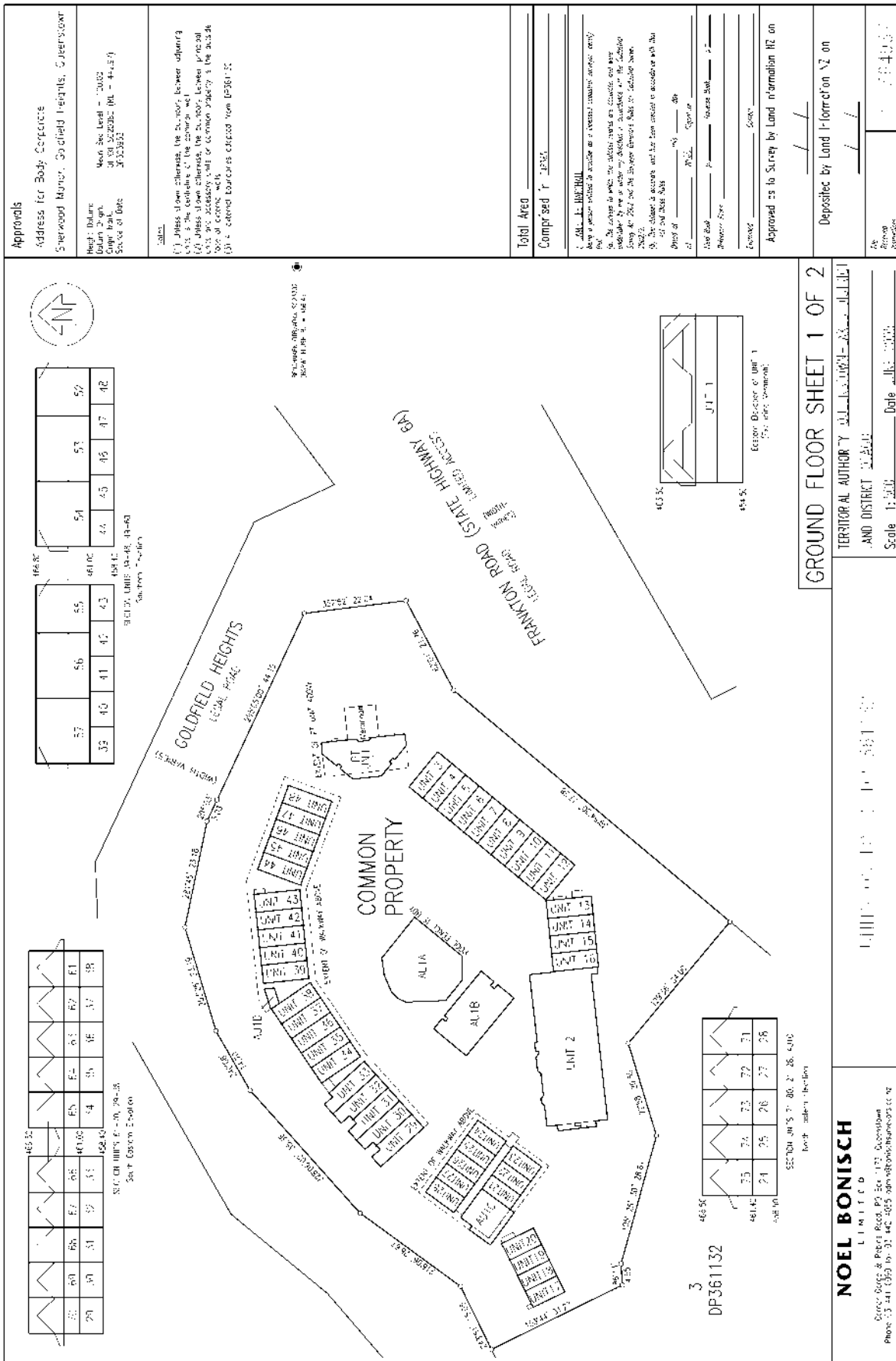
Identifier 263599
Land Registration District Otago
Date Issued 03 January 2007

Prior References
248365

Supplementary Record Sheet
328577

Estate Stratum in Freehold
Legal Description Unit 37 Deposited Plan 364937
Registered Owners
Chiah Wai Lim

The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on the relevant unit plan and supplementary record sheet





SUPPLEMENTARY RECORD SHEET
UNDER UNIT TITLES ACT 1972
Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017

Identifier **328577**
Land Registration District **Otago**
Date Issued 03 January 2007
Plan Number DP 364937

Subdivision of
 Lot 2 Deposited Plan 361132

Prior References
 248365

Unit Titles Issued

263563	263564	263565	263566
263567	263568	263569	263570
263571	263572	263573	263574
263575	263576	263577	263578
263579	263580	263581	263582
263583	263584	263585	263586
263587	263588	263589	263590
263591	263592	263593	263594
263595	263596	263597	263598
263599	263600	263601	263602
263603	263604	263605	263606
263607	263608	263609	263610
263611	263612	263613	263614
263615	263616	263617	263618
263619	263620	263621	263622
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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
UNIT TITLE**

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




R.W. Muir
Registrar-General
of Land

Identifier 263600
Land Registration District Otago
Date Issued 03 January 2007

Prior References
248365

Supplementary Record Sheet
328577

Estate Stratum in Freehold
Legal Description Unit 38 Deposited Plan 364937
Registered Owners
Soon Heng Lim and Nancy Tang

The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on the relevant unit plan and supplementary record sheet



SUPPLEMENTARY RECORD SHEET
UNDER UNIT TITLES ACT 1972
Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017

Identifier **328577**
Land Registration District **Otago**
Date Issued 03 January 2007
Plan Number DP 364937

Subdivision of
 Lot 2 Deposited Plan 361132

Prior References
 248365

Unit Titles Issued

263563	263564	263565	263566
263567	263568	263569	263570
263571	263572	263573	263574
263575	263576	263577	263578
263579	263580	263581	263582
263583	263584	263585	263586
263587	263588	263589	263590
263591	263592	263593	263594
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PAULINE LUM POH LENG & TAY SOON TECK, PATRICK

XX



Owner

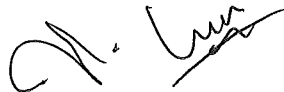
AUSTPAC (QUEENSTOWN) MANAGEMENT LTD

Manager

**Management Agreement for Lot: 74 XX
Goldfield Heights, Frankton Road, Queenstown,
New Zealand**



XX



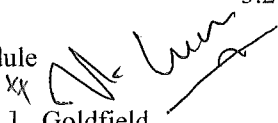
PARTIES

OWNER: As listed in the First Schedule

MANAGER: Austpac (Queenstown) Management Limited

LOT NO: As listed in the First Schedule

ADDRESS OF LOT: Lot [~~74~~], Goldfield Heights, Frankton Road, Queenstown, New Zealand

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BACKGROUND

- A. The Owner is the proprietor of the Property described in the First Schedule.
- B. The Owner requires the management and letting services of the Manager in respect of the Property.
- C. The Owner has agreed to grant the Manager a lease of the Property to enable the Manager to provide these services to the Owner and the Manager has agreed to accept a lease of the Property.
- D. The parties wish to record in this Agreement the terms and conditions of the lease of the Property and on which these services will be provided by the Manager.

AGREEMENT

1. GRANT

1.1 With effect from the Commencement Date, the Owner leases to the Manager and the Manager takes on lease the Property described in the First Schedule together with the right to use the Owner's fixtures, fittings and equipment contained in the Property ("**Owner's Fittings**") on the terms and conditions set out in this Agreement.

2. TERM

2.1 Subject to any right of early termination, the term of the lease is 10 years plus one (1) right of renewal of 10 years. The lease shall commence on the Commencement Date specified in the First Schedule.

3. RENT

3.1 The Manager shall pay to the Owner the Net Rent earned on the Property.

3.2 The Manager shall pay the Net Rent due by monthly instalments in arrears within 21 days of the last day of each preceding month to the bank account specified in the Third Schedule.

3.3 The Management Fee (Base Fee and Incentive Fee) payable to the Manager shall be as specified in the First Schedule. The Manager shall deduct the Management Fee from the Gross Rent and pay the Management Fee to itself.

3.4 The Manager shall deliver to the Owner an audited annual statement of:

- (a) The Gross Rent;
- (b) The Owner's proportion of the Operating Costs;
- (c) The Furnishings Contribution and the balance of the Furnishings Fund;
- (d) All deductions permitted under this Agreement; and
- (e) The rent paid to the Owner.

3.5 An instalment of the rent for any period shall be based on the Manager's pre-estimate for the period which shall be reconciled to actual quarterly or six monthly statements. Any shortfall shall be paid by the Manager to the Owner with a statement. Any overpayment shall be deducted from the rent payable.

4. EARLY TERMINATION

4.1 If at any time the number of properties managed by the Manager (including the Property) pursuant to Current Agreements falls below thirty (30), the Manager may give 3 months written notice to the Owner terminating this Agreement and upon such termination, each party shall be released from all liability under this Agreement

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save for any antecedent breach of this Agreement by either party.

- 4.2 If the Property or any portion of the Building is destroyed or damaged so as to render the Property unsuitable for use and occupation for the Permitted Use then either party shall be entitled to terminate this Agreement by notice in writing to the other unless the Owner determines to reinstate in which event the rent and other payments due from the Manager under this Agreement shall abate in full until such time the Property has been rebuilt or reinstated so as to be fit for occupation and use by the Manager for the Permitted Use.

5. OUTGOINGS AND FURNISHINGS

- 5.1 The Manager shall not be liable for reasonable wear and tear to the Property or to the FF&E or to the Owner's Fittings or for damage by fire, earthquake, earth subsidence, flood, storm, inevitable accident or any event beyond the reasonable control of the Manager.
- 5.2 The Manager shall pay the Ownership Costs, the Furnishings Contribution, Operating Costs and any other costs payable by the Owner on behalf of the Owner, out of the Gross Rent to the extent there is sufficient Gross Rent to meet such deductions. If the Manager does not pay any of the Operating Costs, Ownership Costs or other costs or the Furnishings Contribution by deduction out of the Gross Rent, the Owner must duly and punctually pay these costs from the separate resources of the Owner.
- 5.3 The Manager shall perform the obligations of the Owner under the Rules provided that any costs incurred shall form part of the Ownership Costs.
- 5.4 The Manager shall be entitled to utilise the Furnishings Fund to maintain the FF&E and the Owner's Fittings in good working order and repair (subject to the availability of funds extending to the credit of the Owner in the Furnishings Fund).

6. USE OF PROPERTY/LETTING SERVICES

- 6.1 The Manager shall have the sole and exclusive right to let the Property out as a serviced dwelling to tenants/guests and as part of the Manager's Letting Service Rights ("**Permitted Use**"). The Manager may provide other Ancillary Services to tenants and guests such as cleaning, tourism related services etc. The Manager will be entitled to charge guests/tenants for such services and retain these charges for its own benefit.
- 6.2 The Manager may make such minor alterations and additions to the Property as are reasonably necessary for the Manager to use the Property for the Permitted Use.

7. QUIET ENJOYMENT OF PROPERTY

- 7.1 The Owner or any person claiming under or through the Owner shall not interfere with the Manager's Letting Service Rights and letting activities.
- 7.2 The Manager shall be entitled to peaceably possess and enjoy the Property and the Owner's Fittings until the expiry or sooner termination of this Agreement without interruption by the Owner or any person claiming under or through the Owner.

8. USE OF APARTMENT BY OWNER

- 8.1 The Owner shall be entitled to use the Property for the personal use of the Owner, or the Owner's family and friends for a maximum of 14 days per calendar year provided that the Owner recognises that the Property is available for rental to customers and shall give the Manager reasonable (not less than 2 months) notice of the Owner's wish to have the Property for personal use.
- 8.2 Pursuant to Clause 8.1 the Owner acknowledges that any rental booking of the Property prior to the Manager receiving notice of the Owner's desire to use the Property for personal use or on days specified at the beginning of each calendar year as 'black-out days' shall take priority over the owner's right to use the

Handwritten signature

Property, provided the Manager shall make every reasonable effort to accommodate the Owner by shifting the prior rental commitment to another property.

- 8.3 To maintain the Property at a standard in keeping with the quality of the Neighbourhood, it is agreed that whilst the Owner is in occupancy daily servicing charges will be charged to the Owner's monthly statement.

9. TRANSFER BY MANAGER

- 9.1 The Manager may assign or charge the Agreement, or enter into any agreement or arrangement to subcontract the management and letting of the Property or franchise the occupation of the Property without the prior written consent of the Owner where the proposed assignee or subcontractor is a related company or is a solvent and responsible person. The decision of the Manager in respect of these matters shall be final and binding.

- 9.2 From the day of assignment of this Agreement the obligations of the Manager to the Owner under this Agreement shall terminate except in respect of any breach of the Manager's covenants existing at the date of the said assignment.

10. OWNER'S COVENANTS

- 10.1 The Owner must:
- (a) not enter into any arrangement which would in any way detrimentally affect the exercise by the Manager of the Permitted Use or its Letting Service Rights;
 - (b) comply with the Rules;
 - (c) comply with the provisions of all laws relating to the Property including without limitation any requirements, notices and orders of any Relevant Authority; and
 - (d) At all times pay all Ownership Costs of the Property and all other operating expenses which are the

responsibility of the Owner promptly and punctually.

- 10.2 The Owner confirms that the information set out in the Fourth Schedule is correct.

11. RIGHT OF RENEWAL

- 11.1 If the Manager is not in breach of this Agreement and has given to the Owner written notice to renew the Agreement at least 60 days before the end of the Term then the Owner shall renew the Agreement for the Renewal Term upon and subject to the covenants and agreements herein expressed and implied.

12. LETTING AGREEMENT

- 12.1 The Owner agrees to consent to any management agreement to be entered into between the Society and the Manager to enable the Manager to carry on the Manager's serviced dwelling business and letting services business.

13. GOODS AND SERVICES TAX

- 13.1 The Owner warrants that it is registered for GST purposes as at the date of this Agreement.

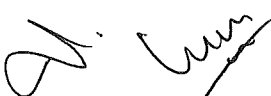
14. TRANSFER OF PROPERTY

- 14.1 In the event that the Owner transfers ownership of the Property to any other person, the Owner shall transfer the ownership of the Property subject to this Agreement to the intent that the incoming owner or transferee shall continue to observe and comply with the obligations of the Owner under this Agreement.

- 14.2 The Owner shall procure the incoming owner or transferee to sign a deed of covenant agreeing to comply with the obligations of the Owner under this Agreement upon taking ownership of the Property.

15. LICENSED PREMISES

- 15.1 The Owner must not accept or demand from the Manager any payment by way of

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commission or allowance from or upon the receipts of the business of the Manager.

15.2 The Owner acknowledges that the Manager may sell alcoholic beverages as part of the letting services and accepts that the Manager will have the full, free and unfettered control of the conduct of the Property, to enable the Manger to fulfil its obligations under the Sale of Liquor Act 1989.

15.3 The Manager indemnifies and shall keep indemnified the Owner against any loss, damage or fine resulting from any failure of the Manager to fully comply with its obligations under the Sale of Liquor Act 1989.

16. POWER OF ATTORNEY

16.1 To better facilitate the management of the Property and in consideration of the Manager entering into this Agreement, the Owner irrevocably and unconditionally nominates, constitutes and appoints the Manager or its nominee to be the true and lawful attorney of the Owner for the purposes of executing all documents and to perform all acts, matters and things as may be necessary to:

- (a) Act as the Owner's proxy;
- (b) Exercise the Owner's voting rights in the Society;
- (c) Execute all resolutions (including Society resolutions), consents or other documents and exercise all powers necessary to sign, approve and lodge with any relevant authority all plans and applications to manage the Property as a serviced dwelling.

16.2 This power of attorney is given for valuable consideration and shall continue until such time as the earlier of the Manager or its nominee resigns as the attorney or the termination of this Agreement. The Manager may appoint in its place one or more attorney or attorneys to exercise any or all of the powers and authorities conferred under this clause.

16.3 The Manager shall:

- (a) Meet all costs associated with the use of the power of attorney;
- (b) Advise the Owner as to when and how the power of attorney has been or will be used;
- (c) Act reasonably in the exercise of the power of attorney;
- (d) Consult with the Owner and obtain the Owner's consent if use of the power of attorney is likely to have a material adverse effect on the use or value of the Property, such consent not to be unreasonably or arbitrarily withheld where the use of the power of attorney is not likely to have a material adverse effect on the use or value of the Property;

16.4 While the power of attorney remains in force and effect, the Owner and the Owner's successors in title shall not sell, transfer or mortgage the Property to any person who has not first agreed to be bound by the provisions of this Agreement and in particular the appointment of the Manager as the attorney of the Owner of the Property from time to time.

16.5 The Owner agrees that the Manager may require the Owner to register an encumbrance against the title of the Property to protect the Manager's interest under this Agreement and in particular its interest under this clause 16. The form of the encumbrance will be as required by the Manager.

16.6 The Owner agrees that the power of attorney granted to the Manager under this clause shall prevail over the provisions of any other power of attorney granted to the Manager in the event of any inconsistency.

17. INSURANCE

17.1 The Manager shall arrange all insurances in respect of the Property and the FF&E on behalf of the Owner for the full replacement value of the Building against



destruction or damage by fire, earthquake and fire following upon earthquake where such insurance is not arranged by the Body Corporate.

18. RELEASE AND INDEMNITY

18.1 The Manger shall not be responsible or held liable for any damage or loss caused through a breach of the Rules by any occupier, lessee, visitor, invitee or licensee or any independent contractor in or about the Property.

19. NOTICES

19.1 All notices and documents to be given and served under this Agreement shall be given or served at the addresses set out in the Fourth Schedule.

20. EXECUTION BY FACSIMILE

20.1 This Agreement may be made by each party signing a copy and forwarding it to the other party by facsimile. Each party agrees to subsequently deliver the signed original copy to the other party if requested. Execution of a facsimile copy of this Agreement and transmission thereof by facsimile by the parties to each other or their respective agents or solicitors shall be sufficient to constitute offer and acceptance and shall be binding on both parties. This Agreement may be signed in any number of counterparts and all counterparts will be deemed to be the one instrument.



21. AGREEMENT REPLACEMENT

21.1 This Agreement, when correctly executed by all parties, replaces any similar Agreement previously entered into between the same parties with effect from the date of the correct execution of this Agreement.

EXECUTION

Signed by the Owner


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xx  
Signature

PAULINE LUM POH LENG & TAY SOON TECK PATRICK
Name

in the presence of:

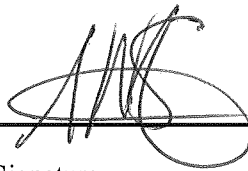
Witness to execution:

x 
Signature

EDRIC LIAUW

Name
133 CECIL STREET, #10-02/02A KECK SENG TOWER
SINGAPORE 069535
Address and occupation

Signed by the Manager by its authorised signatory:


Signature

ADAM SMITH
Name

destruction or damage by fire, earthquake and fire following upon earthquake where such insurance is not arranged by the Body Corporate.

18. RELEASE AND INDEMNITY

18.1 The Manger shall not be responsible or held liable for any damage or loss caused through a breach of the Rules by any occupier, lessee, visitor, invitee or licensee or any independent contractor in or about the Property.

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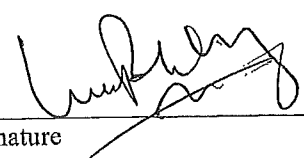
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EXECUTION

Signed by the Owner


Signature

PAULINE LUM POH LENG & TAY SOON TECK PATRICK

Name

in the presence of:

Witness to execution:



x
Signature

EDRIC LIAUW

Name

133 CECIL STREET # 10-02/02A KECK SENG TOWER
SINGAPORE 069535

Address and occupation

Signed by the Manager by its authorised signatory:



Signature

Adam Smith

Name



FIRST SCHEDULE

- A. **Owner:** PAULINE LUM POH LENG & TAY SOON TECK . PATRICK
- B. **Property:** Lot: 74 on DP: 364937
- C. **Address of Property:** 554 - 558 FRANKTON ROAD, QUEENSTOWN
Frankton Road, Queenstown, NZ
- D. **Commencement Date:** The date that the owner completes settlement of the property.
- E. **Management Fee:**
Base Fee: 4.0 % of Gross Rent, plus GST
Incentive Fee: 8.5 % of Adjusted Net Rent, plus GST
- F. **Furnishings Contribution:** 5 % of the Gross Rent each year

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SECOND SCHEDULE

Definitions and Interpretations

“**Adjusted Gross Rent**” means the Gross Rent less Owner’s Proportion of the Operating Costs and the Base Fee.

“**Agreement**” means this agreement together with the schedules and any amendments made from time to time.

“**Ancillary Services**” means services supplied to an occupier of the Property at the occupier’s cost incidental to use of the Property as a Serviced Dwelling/hotel suite including without limitation:

- (a) food and beverages, including provision of minibars;
- (b) laundry and dry cleaning;
- (c) telephone;
- (d) internet access;
- (e) facsimile;
- (f) car parking and servicing;
- (g) arranging transportation and bookings;
- (h) foreign exchange transactions;
- (i) recreational facilities and spa facilities;
- (j) audio visual equipment; and
- (k) computer hire.

“**Base Fee**” is as specified in the First Schedule.

“**Black-out days**” means those days as specified by the Manager to the Owner at the start of each calendar year as being peak seasonal days for rental of the units. Black out days must not exceed 35 days per calendar year.

“**Commencement Date**” is as specified in the First Schedule.

“**Current Agreement**” means an agreement between the Manager and an owner of another property in the Neighbourhood pursuant to which

the Manager is managing that Property as a serviced dwelling.

“**FF&E**” means the FF&E items installed in the Dwelling as agreed between the parties and following agreement to be listed in the Third Schedule.

“**Furnishings Contribution**” is specified in the First Schedule.

“**Furnishings Fund**” means the amount standing to the credit of the Owner, subject to section 5 of this Agreement.

“**Gross Rent of the Dwellings**” means all money actually received (and not merely due and payable) by the Manager for occupation of the Dwellings but does not include moneys paid or payable to the Manager by the occupants of the Dwellings for the provision of the Ancillary Services or by occupants of or by any businesses undertaken in any other part of the Neighbourhood.

“**Gross Rent**” means all money actually received (and not merely due and payable) by the Manager for occupation of the Property but does not include money paid or payable to the Manager by occupants of the Property for the provision of the Ancillary Services.

“**Incentive Fee**” is as specified in the First Schedule.

“**Land**” means Lot 2 Deposited Plan 361132 (Otago Registry).

“**Letting Service Rights**” means the use of the Property as a serviced dwelling together with the provision of the Ancillary Services including, without limitation:


- (a) advertising and promotion;
- (b) offering the Property for letting as a serviced dwelling;
- (c) entering into agreements with travel agents, tourist agencies and others;
- (d) negotiating with persons to occupy or use the Property for reward;
- (e) terminating any agreement or arrangement for occupation or use of the Property;

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- (f) collecting fees and other moneys payable for occupation and use of the Property;
- (g) instituting proceedings for recovery of possession of the Property or any fees or money payable for occupation or use of the Property; and
- (h) provision of reception, concierge or porter services.

“**Manager**” means the original manager named as a party to this Agreement, and the Manager’s executors, administrators, successors, assigns and sublessees and, where not repugnant to the context, includes the employees, agents, licensees, invitees, subcontractors, contractors and any other persons under the control or direction of the Manager.

“**Neighbourhood**” means all of the lots on Deposited Plan No. [364937] (Otago Registry).

“**Net Rent**” shall be calculated as follows: 

$$\begin{aligned}
 & A \\
 & - B \\
 & - 4.0\% \text{ of } A \text{ (Base Fee)} \\
 & = C \\
 & - 8.5\% \text{ of } C \text{ (Incentive Fee)} \\
 & = \text{Net Rent}
 \end{aligned}$$

where:

- A = the Gross Rent
- B = the Owner’s Proportion of the Operating Costs.
- C = the Adjusted Gross Rent, being the Gross Rent less B and the Base Fee.

“**Operating Costs**” means all ordinary and/or necessary expenses incurred by the Manager in exercising the Letting Service Rights and similar rights in respect of the Serviced Dwellings and in operating the Serviced Dwelling business including without limitation the expense of:

- (a) fuel, soap, cleaning materials, matches, stationery, toilet paper, toiletry items,

- paper products, menus and other consumable items;
- (b) supplying linen, towels, bed linen, crockery, cutlery, glassware and kitchen utensils;
- (c) cleaning the Serviced Dwellings;
- (d) marketing, advertising and promoting the Serviced Dwellings;
- (e) operating licenses and permits;
- (f) leases and rental of equipment and telephone line rentals;
- (g) commissions and concessions to travel agents and credit card and currency exchange commissions;
- (h) reservation and registration fees;
- (i) preparation of audit and accounting statements;
- (j) all wages, salaries and other employee remuneration or entitlements including but not limited to engagement, termination, long service leave, annual leave, public holidays, sick leave, payroll tax, fringe benefits tax, allowances and other benefits;
- (k) repainting, repairing and maintaining the Serviced Dwellings;
- (l) repairs, maintenance and replacement of the FF&E and Owner’s Fittings and all items of similar nature in the Serviced Dwellings where deemed necessary by the Manager (in its sole discretion) and not otherwise funded under this Agreement;
- (m) all rent, expenses and outgoings incurred by the Manager in its capacity as lessee or licensee or grantee in respect of the lease, licence or easement or occupation rights of the Property and other serviced dwelling business facilities in the Neighbourhood;
- (n) all premia payable on insurance policies including contents, business interruption, public liability insurance and such other insurances as are required under this Agreement;

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- (o) all money payable by the Manager for the use and occupation of service areas, manager's accommodation and staff car parking and all money payable under any lease of plant, fittings or equipment required by the Manager (in its sole discretion) for the efficient operation of the Serviced Dwellings and the provision of amenities generally;
- (p) water, soiled water, sewage, gas, electricity and other consumable utilities and rubbish removal and waste disposal;
- (q) all reasonable and justifiable financial charges incurred by the Manager in the provision of working capital to the serviced dwelling business including but not limited to bank overdraft charges for provision of working capital facilities;
- (r) as reasonably determined by the Manager all other expenses incurred in exercising the Letting Service Rights and similar rights in respect of the Serviced Dwellings;

except as expressly provided in items (a) to (t) above, Operating Costs shall not include the expenses incurred in providing the Ancillary Services.

"Owner" means the owner named as a party to this Agreement, and the Owner's executors, administrators, successors and assigns and, where not repugnant to the context, includes the employees, agents, contractors and authorised representatives of the Owner.

"Owner's Proportion" means, for any period under consideration, the proportion that the Gross Rent bears to the Gross Rent of the Serviced Dwellings.

"Ownership Costs" means all outgoings relating to the ownership of the Property by the Owner including, but not limited to:

- (a) All general land rates, taxes, land taxes, assessments, duties, impositions or fees payable to any Relevant Authority;
- (b) All levies payable to the Society;

- (c) Insurance premia for insurances relating to the Property, including replacement insurance;
- (d) Insurance premia for contents insurance;
- (e) The costs of complying with the provision of the Rules; and
- (f) Connection charges for utilities.

Ownership Costs shall not include Operating Costs.

"Permitted Use" means the use of the Property as a serviced dwelling within a serviced dwelling business operation.

"Property" means the Lot detailed in the First Schedule and includes all improvements (dwellings and appurtenances) on that Lot.

"Related Party" means a related company as defined in the Companies Act 1993.

"Relevant Authority" means any corporation, including any government, local, statutory or non-statutory authority or body having jurisdiction over the Land or any part thereof.

"Rules" means the rules of the Body Corporate Society as amended or repealed from time to time.

"Serviced Dwelling" means a property in the Neighbourhood (including the Property) in respect of which there is a Current Agreement and **"Serviced Dwellings"** means all properties in the Neighbourhood (including the Property) in respect of which there is a Current Agreement.

"Term" means the term of this Agreement.

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THIRD SCHEDULE

FF&E to be purchased by the owner (as per attached list)

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CA. Long

FOURTH SCHEDULE

A. Owner details

Name: PAULINE LUM POH LENG & TAY SOON TECK PATRICK
Address: 90 MENG SUAN ROAD, SINGAPORE 779277
Email address: patricktay@docuconnex.com
Postal address:
Phone number:
Mobile phone number: (65) 90296231
Fax number:

B. New Zealand bank account details for payment of Gross Rent to the Owner:

Name of account:
Name of bank:
Account number:
Address of bank:

C. Owner's other details required for management of the apartment:

Owner's GST number:

D. Name and contact details of the Owner's relative or representative for emergencies or where the Owner can not be contacted at the above address:

Name of person:
Relationship of person to the Owner:
Address of person:
Email address of person:
Phone number of person:
Fax number of person:

E. Name and contact details of the Owner's legal adviser or accountant:

Name of legal adviser or accountant:
Address of legal adviser or accountant:
Email address:
Phone number:
Fax number:

F. Manager details

Address:
Email address:
Postal address:
Phone number:
Fax number:
Attention:

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