

APPLICATION AS NOTIFIED

Snow Leopard Investment Limited

(RM250537)

FORM 12

File Number RM250537

QUEENSTOWN LAKES DISTRICT COUNCIL**PUBLIC NOTIFICATION**

Notification of an application for a Resource Consent under Section 95A of the Resource Management Act 1991.

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

Snow Leopard Investment Limited

What is proposed:

Application under Section 88 of the Resource Management Act 1991 (RMA) to undertake Residential Visitor Accommodation within two approved units and two approved flats, for up to 365 nights per year each.

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

53A & 53C Angelo Drive, Frankton (Lot 4 Deposited Plan 576080 as held in Record of Title 1094403)

The application includes an assessment of environmental effects. This file can also be viewed at our public computers at these Council offices:

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

Alternatively, you can view them on our website when the submission period commences:

<https://www.qldc.govt.nz/services/resource-consents/notified-resource-consents#public-rc> or via our edocs website using RM250537 as the reference <https://edocs.qldc.govt.nz/Account/Login>

The Council planner processing this application on behalf of the Council is Jeff Fuller, who may be contacted by phone at +64 3 441 0499 or email at jeff.fuller@qldc.govt.nz

Any person may make a submission on the application, 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:

Friday 7th November 2025

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/apply-for-a-resource-consent/application-forms/>

You must serve a copy of your submission to the applicant (Snow Leopard Investment Limited, Jih-chang (Gary) Lee, gary@propertygary.com) as soon as reasonably practicable after serving your submission to Council:

C/- Richard Kemp
richard@pragmaticplanning.co.nz
 Pragmatic Planning
 Box 2770
 Wakatipu
 Queenstown

QUEENSTOWN LAKES DISTRICT COUNCIL



(signed by Ian Bayliss, Senior Planner pursuant to a delegation given under Section 34A of the Resource Management Act 1991)

Date of Notification: 9th October 2025

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

TechnologyOne ECM Document Summary

Printed On 26-Sep-2025

Class	Description	Doc Set Id / Note Id	Version	Date
PUB_ACC	Form 9	8912411	1	24-Jul-2025
PUB_ACC	Updated AEE - 19.9.25	9027558	1	22-Sep-2025
PUB_ACC	Record of Title 1094403	8912408	1	24-Jul-2025
PUB_ACC	Consent Notice 6717938.1	8912426	1	24-Jul-2025
PUB_ACC	Consent Notice 7195226.1	8912425	1	24-Jul-2025
PUB_ACC	Consent Notice 8283616.19	8912424	1	24-Jul-2025
PUB_ACC	Consent Notice 12371235.8	8912423	1	24-Jul-2025
PUB_ACC	Consent Notice 12756610.10	8912422	1	24-Jul-2025
PUB_ACC	Easement Instrument 10802096.11	8912421	1	24-Jul-2025
PUB_ACC	Easement Instrument 10802096.16	8912420	1	24-Jul-2025
PUB_ACC	Land Covenant 11098487.6	8912419	1	24-Jul-2025
PUB_ACC	Land Covenant 11677745.15	8912418	1	24-Jul-2025
PUB_ACC	Land Covenant 11677745.17	8912417	1	24-Jul-2025
PUB_ACC	Land Covenant 11813420.6	8912416	1	24-Jul-2025

PUB_ACC	Land Covenant 12756610.8	5	8912415	1	24-Jul-2025
PUB_ACC	Variation of Consent Notice 12756610.2		8912414	1	24-Jul-2025
PUB_ACC	Visitor Accommodation Management Plan (VAMP) - 53A Angelo Drive		8912407	1	24-Jul-2025
PUB_ACC	Visitor Accommodation Management Plan (VAMP) - 53C Angelo Drive		8912406	1	24-Jul-2025
PUB_ACC	Architectural Plans		8912413	1	24-Jul-2025
PUB_ACC	Volunteered Conditions of Consent - 53A & 53C Angelo Drive - 18 September 2025		9027559	1	22-Sep-2025
PUB_ACC	Outdoor Area Notice		8912409	1	24-Jul-2025
PUB_ACC	Letter to Neighbours - Residential Visitor Accommodation		8912410	1	24-Jul-2025



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.

Please make sure that you are completing the correct form for your consent application type. This form provides mandatory contact information and details of your application and must be completed in full. If the incorrect form is used, or if information or supporting materials are missing (as per Appendix 5), your application will be rejected, and you will need to resubmit your application in full.



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: **Snow Leopard Investment Limited**
(Name decision is to be issued in)

All trustee names (if applicable):

*Contact name for company or trust: **Jih-chang (Gary) Lee**

*Postal Address: **9 Bannister Street, Queenstown**

*Post code:

9371

*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: **gary@propertygary.com**

*Phone Numbers: Day **022 351 1990**

Mobile: **022 351 1990**

*The Applicant is:



Owner



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



Occupier



Lessee

Other - Please Specify:



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: **Richard Kemp - Pragmatic Planning**

*Phone Numbers: Day **021 104 3405**

Mobile: **021 104 3405**

*Email Address: **richard@pragmaticplanning.co.nz**

*Postal Address: **PO Box 2770
Wakatipu
Queenstown**

*Postcode:

9349



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: **Snow Leopard Investment Limited**

*Postal Address: **9 Bannister Street, Queenstown**

*Post code:

9371

*Please provide an email AND full postal address.

*Email: **gary@propertygary.com**



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

Owner Name:

Owner Address:

Owner Email:

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: **Snow Leopard Investment Limited**

*Email: **gary@propertygary.com**

[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:

53A & 53B Angelo Drive, Frankton

*Legal Description: Can be found on the Record Title or Rates Notice – e.g Lot DP xxx (or valuation number)

Lot 4 Deposited Plan 576080 as held in Record of Title 1094403

District Plan Zone(s): **Lower Density Suburban Residential 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 // ALSO FILL IN OTHER CONSENTS SECTION BELOW

☒

Land Use Consent

☐

Land Use Consent includes earthworks

☐

Land Use Consent combined with s127 and/or s221

☐

Subdivision Consent

If the application type you are applying for is not listed it is because it has its own application form which you will need to complete instead of using this form i.e.

s127 Change or Cancellation of Consent Condition

s221 Change or Cancellation of Consent Notice

Boundary / Marginal or Temporary Activity Notice

Outline Plan

Designations

These forms can be downloaded here



QUALIFIED FAST-TRACK APPLICATION UNDER SECTION 87AAC

☐

Controlled Activity Land Use

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:

Undertake residential visitor accommodation - please see AEE for full details of the proposal



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

Do you need any consent(s) from Otago Regional Council?

☐

Yes

☒

N/A

If Yes have you applied for it?

☐

Yes

☐

No

If Yes supply ORC Consent Reference(s)

If ORC Earthworks Consent is required would you like a joint site visit ?

☐

Yes

☐

No



INFORMATION REQUIRED TO BE SUBMITTED //

Attach to this form any information required (see below & appendices 1 - 5).

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

☒

Record of Title for the property (no more than 3 months old) and copies of any consent notices and covenants
(Must be official order copy from LINZ <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 AEE (Assessment of Effects).

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.



Your application must be submitted via our online Community Portal. Please see **Appendix 5 - Requirements for Naming of Documents** for how documents should be named.



PRIVACY INFORMATION

The information that you have provided on this form is public information and is gathered for a lawful purpose to ensure the efficient functioning of Council's duties, powers and functions under the Resource Management Act 1991 and the Building Act 2004. The information will enable Council to adequately assess your application for Resource Consent in accordance with the statutory processes under the Resource Management Act 1991. The information may also be collected for and disclosed to, the Ministry for the Environment and Queenstown Lakes District Council, for the purpose of statistical analysis, so that the Agencies can efficiently undertake their statutory duties. The information will be stored on a public register (Council's eDocs website) and is available to the public in accordance with the terms and conditions set out on the eDocs website.

While available to the public through the eDocs portal, any disclosure of the information on the website must be in accordance with the Local Government Official Information and Meetings Act 1987 and must not be used for a purpose other than for the reason it was collected. Members of the public should not share or distribute this information for any purpose that is not a lawful purpose set out under relevant legislation.

Any unauthorised use, disclosure, or distribution of this information by third parties may constitute a breach of the Privacy Principles set out under the Privacy Act 2020 and may be reported to the Privacy Commissioner which could result in legal sanctions.



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 of applications under this Act.

An invoice for an initial fee will be sent out typically within 1-2 business days of receipt of correctly completed application. Your application will not be processed until this invoice is paid. When making payment please use the application reference.

Incorrectly referenced payments will be refunded directly to your bank account and you will be required to resubmit payment using the correct application reference.

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. These will be invoiced monthly and are payable by the 20th of the month.

If your application is notified or requires a hearing you will be required to pay a notification deposit and/or a hearing deposit. An applicant may not offset any previous invoices issued against such deposits.

If unpaid, the processing of an application, provision of a service, or performance of a function will be suspended until the sum is paid in full.

Section 357B of the Resource Management Act provides a right of objection in respect of additional charges. An objection must be submitted using the correct application form and required documents. This must be lodged within 15 working days of the receipt of the final invoice.

LIABILITY FOR PAYMENT – Please note that by signing and lodging this application form you are acknowledging that the details in the invoicing section are 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.

ADMINISTRATION FEE - The initial fee includes an administration lodgement fee for staff time spent setting up your application and generating your invoice.

MONITORING FEES – Please also note that the initial fee paid at lodgement includes an initial monitoring fee as per our Charges and Fees for Land Use Consent applications as once Resource Consent 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. This initial monitoring fee also applies to designation related applications. For all application types the monitoring team may still charge an hourly rate if monitoring is deemed required.

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

A list of Charges and Fees is available on our website.



PAYMENT// An initial fee is payable upon receiving the initial fee invoice following the lodgment of this application.

Please wait for the initial fee invoice to be issued and and **use the application reference on the invoice for your payment.**

This fee **MUST** be paid with the correct application reference in order for the processing to begin.

Incorrectly referenced payments will be refunded directly to your bank account and you will be required to resubmit payment using the correct application reference.

Amount to Pay - Land Use and Subdivision Resource Consent fees - please select from drop down list below

\$2426 - Land Use Restricted Discretionary Activity (overall consent status)

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 / Agent whose details are in the invoicing section 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.



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.

PLEASE TICK

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

Digitally signed by Richard Kemp
Date: 2025.07.02 17:32:38 +12'00'

Full name of person lodging this form **Richard Kemp**

Firm/Company **Pragmatic Planning**

Dated **23 July 2025**

****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;

Information provided within the Form above

- (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).

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

- (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.

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));



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:

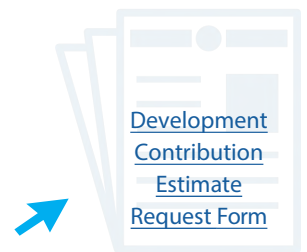
- An application for a subdivision consent must also include information that adequately defines the following:
 - (a) the position of all new boundaries:
 - (b) the areas of all new allotments, unless the subdivision involves a cross lease, company lease, or unit plan:
 - (c) the locations and areas 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 Roding)

[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.

It's important that all your documents are named correctly - it helps us to process your application quickly and efficiently.

If you do not follow the required naming convention, your application will be rejected.

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

AEE (Assessment of Environmental Effects)

Landscape Report

Engineering Report

Affected Party Approval/s

Ecological Report

Traffic Report

Record of Title including the title identifier at the end and to be separate documents if multiple titles i.e. Record of Title 12345, Record of Title 678910
Must be official order copy from Land Information New Zealand (LINZ) and includes copy of LT.

Covenants, Consent Notices, Easement Instruments etc including the title identifier at end and to be separate documents
i.e. Consent Notice 123456, Easement Instrument 123456, Covenant 123456

Geotechnical Report

Urban Design Report

Resource Consent Application

To:

Queenstown Lakes District Council

Snow Leopard Investment Limited

Residential Visitor Accommodation

53A & 53C Angelo Drive, Frankton

19 September 2025



Application Summary

Applicant: Snow Leopard Investment Limited

Application: Application under Section 88 of the Resource Management Act 1991 (RMA) for a land use consent to undertake residential visitor accommodation from two approved residential units.

Location: 53A & 53C Angelo Drive, Frankton (Lots 1 and 3 Approved by RM240365)

Legal Description: Lot 4 Deposited Plan 576080 as held in Record of Title 1094403

District Plan (Operative) Zoning: Low Density Residential

District Plan (Proposed) Zoning: Lower Density Suburban Residential Zone; Wāhi Tūpuna #20 - *Te Tapunui* (Queenstown Hill)

Activity Status: Restricted Discretionary

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

1. PROPOSAL AND SITE DESCRIPTION

Proposal Description:

This application relates to two residential units approved on the site currently known as 53 Angelo Drive by resource consent RM240365. RM240365 approved the construction of three residential units (each with a residential flat) on the site, the short-term accommodation use of the 'middle' unit (53B Angelo Drive), and associated fee simple subdivision.

Resource consent is now sought to use the two 'outer' units (53A & 53C Angelo Drive) for the same land use already approved for #53B (the 'middle' unit) – being short-stay residential visitor accommodation (RVA), with each unit and flat let individually and independently of each other, each for up to 365 nights/yr. A minimum stay of one (1) night will apply to each group.

Each principal residential unit will be rented to a maximum of four (4) guests, and each residential flat rented to a maximum of four (4) guests. Each residential unit/flat may be rented to one combined group (max 8 guests), or alternatively both principal unit + residential flat rented individually and independently.

Specifically, the form of visitor accommodation proposed is the commercial letting of each residential unit/flat through means such as (but not limited to) Airbnb, Bookabach and other holiday home letting websites – to be managed through an appointed local property manager.

The proposed activity is the commercial letting of each residential unit/flat to a group, and will not operate as a backpacker's hostel or boarding house etc.

In terms of vehicle parking, on-site parking is provided for two vehicles for each of the two residential units with one vehicle in each garage, and the other on outdoor single vehicle parking platforms.

As a standalone residential unit/flat rented to a family/group, there will not be any dedicated on-site manager of the activity. However, the appointed local property manager will be readily contactable at all times through electronic means (phone call, instant messaging, email etc).

With respect to rubbish and recycling collection, the Applicant is aware of Council's Policy that property rated as Commercial or Accommodation is not entitled to Council's waste collection service. This typically applies to Residential Visitor Accommodation activities for more than 180 nights per year.

As consent is sought for more than 180 nights/yr of RVA, the Applicant will therefore either have their locally-based Property Manager remove rubbish/recycling off-site for disposal when servicing the unit, or alternatively will engage a private contractor to collect rubbish and recycling, such as All Waste.

Site and Locality Description



Figure 1: Subject Site (Outlined/Shaded in Teal)



Figure 2: Subject Site – Dwellings Under Construction

The site is legally described as Lot 4 Deposited Plan 576080 as held in Record of Title 1094403, with a street address of 53 Angelo Drive (as seen in Figure 1) in the newly-established portion of the upper Remarkable Views subdivision.

The 936m² irregularly-shaped site has a frontage to Angelo Drive of approx. 39.6m and is currently in the process of being developed with three residential units (as seen in Figure 2).

The topography of the site is of a moderate-steep slope down from Angelo Drive toward the southern boundary, with a slightly flatter upper portion adjacent to the road.

The surrounding area is characterised by similar newly-established hillside urban allotments, most of which are currently vacant.

Relevant Site History

The site was created by subdivision resource consent RM081212, of which several variations were later granted. The record of title for the lot was issued on 02 October 2023.

Resource Consent RM240365 was granted on 22 November 2024 to erect three residential units (each with an attached residential flat), and to undertake an associated three-lot fee simple subdivision, with associated earthworks, transport breaches, and for use of one residential unit and residential flat for residential visitor accommodation (for up to 365 nights per year for up to 8 guests). This consent is currently in the process of being given effect to.

2. ACTIVITY STATUS

2.1 THE OPERATIVE DISTRICT PLAN

QLDC currently has an Operative District Plan (ODP) and a Proposed District Plan (PDP). Council notified its decisions on Stage 1 of the PDP on 7 May 2018, notified its decisions on Stage 2 of the PDP on 21 March 2019 and notified its decisions on Stages 3 and 3B of the PDP on 1 April 2021.

There are a number of appeals on these decisions. Where there are rules in the PDP that are treated operative under s.86F of the RMA, corresponding rules in the ODP are treated as inoperative.

In this case there are no relevant rules under the ODP as the relevant rules of Chapter 7 – Residential Areas, Chapter 14 – Transport and Chapter 22 – Earthworks are treated as inoperative given the relevant rules under the PDP are treated as operative pursuant to section 86F.

2.2 THE PROPOSED DISTRICT PLAN

Council notified its decisions on Stage 2 of the Proposed District Plan on 21 March 2019. The subject site is zoned 'Lower Density Suburban Residential' in the PDP and the proposed activity requires resource consent for the following reasons:

- A **restricted discretionary** activity pursuant to Rule 7.5.18 for a Residential Visitor Accommodation activity exceeding 90 nights per annum. Council's discretion is restricted to:
 - a) The location, nature and scale of activities;
 - b) Vehicle access and parking;
 - c) The management of noise, rubbish, recycling and outdoor activities;
 - d) Privacy and overlooking;
 - e) Outdoor lighting;
 - f) Guest management and complaints procedures;
 - g) The keeping of records of residential visitor accommodation use, and availability of records for Council inspection; and
 - h) Monitoring requirements, including imposition of an annual monitoring charge.
- A **restricted discretionary** activity pursuant to Rule 29.5.4 which requires the provision of one mobility parking space for a visitor accommodation activity involving six or more guests, with no formal mobility parking spaces provided. Council's discretion is restricted to: The number, location, and design of mobility parking spaces, including the accessibility of the spaces to the building, and the effectiveness of associated signage.

2.3 NATIONAL ENVIRONMENTAL STANDARD FOR ASSESSING AND MANAGING CONTAMINANTS IN SOIL TO PROTECT HUMAN HEALTH

Based on our review of the Queenstown Lakes District Council and Otago Regional Council records, the piece of land to which this application relates is not a HAIL site, and therefore the NES does not apply.

Overall, the application is considered to be a **restricted discretionary** activity.

3.0 SECTION 95A NOTIFICATION

Step 1 – Mandatory public notification

- We are not requesting public notification of the application.
- Provided a request is reasonable, we are unlikely to refuse to provide further information or refuse the commissioning of a report under Section 92(2)(b) of the Act.
- The application does not seek to exchange recreation reserve land under section 15AA of the Reserves Act 1977.

Accordingly, mandatory public notification of the application is not required.

Step 2 – Public notification precluded

- Public notification is not precluded by any rule or national environmental standard.
- The proposal is not a controlled activity, a restricted discretionary/discretionary subdivision or a residential activity, or a boundary activity as defined by section 87AAB.
- The proposal is not a prescribed activity.

Accordingly, public notification of the application is not precluded.

Step 3 – If not precluded by Step 2, public notification is required in certain circumstances

- Public notification of this application is not specifically required under a rule or national environmental standard.

A consent authority must publicly notify an application if it decides under s95D(8)(b) that the activity will have or is likely to have adverse effects on the environment that are more than minor. An assessment in this respect is made in Section 5 below.

Step 4 - public notification in special circumstances

- In this case it is considered that no special circumstances exist. This is because the proposal is for a visitor accommodation land use that is enabled (when appropriate in certain circumstances) through the District Plan.

4.0 EXCLUSIONS FROM ASSESSMENT (s95D(D))

a) *The Council must disregard any effects on persons who own or occupy:*

- ii) *the land in, on, or over which the activity will occur; or*
- iii) *any land adjacent to that land; and*

In this instance the persons considered to be those listed above are marked with a red 'X' in Figure 3 below:



Figure 3 - Subject Site & Adjacent Persons

b) *may disregard an adverse effect of the activity if a rule or national environmental standard permits an activity with that effect; "the permitted baseline":*

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

The permitted baseline includes the use of a property in the zone for residential visitor accommodation (as defined) for up to 90 nights per annum per site, once registered as a holiday home with the Council. In order to be a permitted activity, certain standards need to be met including guest numbers, record keeping, written notice delivered to neighbours, restriction on the hours of outdoor living use, rubbish/recycling, and no heavy vehicles.

The permitted baseline will be applied in the below assessment. Adverse effects contained within this permitted baseline will be disregarded.

- c) *in the case of a restricted discretionary activity, must disregard an adverse effect of the activity that does not relate to a matter for which a rule or national environmental standard restricts discretion:*

The proposal is a restricted discretionary activity under the Queenstown Lakes District Plan. The Council must disregard effects other than that associated with the following matters of reserved discretion outlined in Section 2 above.

- d) *must disregard trade competition and the effects of trade competition:*

There are no effects of trade competition relevant to the current proposal.

- e) *must disregard any effect on a person who has given written approval to the relevant application:*

In this case no person has provided their written approval to the application – nor are any written approvals considered necessary.

5.0 ASSESSMENT OF EFFECTS ON THE ENVIRONMENT (s95D)

The following assessment of effects on the environment a) includes the information required by clause 6 (Schedule 4 of the RMA); 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.

For readability the following assessment does not use the specific wording outlined in clauses 6 and 7. However this assessment has been prepared to address the requirements of these clauses.

The location, nature and scale of activities on site

Each dwelling contains two (2) bedrooms within the principal residential unit, plus an additional two bedrooms in the lower residential flat. Each bedroom will contain a bed(s) suitable for two guests.

Therefore, each dwelling will comfortably accommodate a maximum of 8 guests (in total over the principal dwelling + residential flat), or 4 guests in each if two separate groups, without resulting in over-crowding or necessitating people sleeping on couches etc.

The nature of RVA proposed (similar to 'Airbnb' rentals) allows the manager to pre-vet guests before arriving on the site. The activity will be compatible with the amenity values of the wider environment since, from outside of the site, it will be difficult to observe that a residential unit is in fact used for RVA - being undertaken from within an existing residential dwelling.

Given the RVA activity will be undertaken from an existing and serviced residential unit,

any potential adverse effects in this regard will be effectively avoided and mitigated. Rubbish and recycling will be disposed of in a proper manner. The proposed VAMP sets out procedures for ensuring that rubbish/recycling is disposed of properly – to be overseen by the manager.

Nature and Scale - Cumulative Effects

In terms of other land uses – consideration should also be had as to cumulative effects of similar RVA activities authorised by resource consent nearby. In that manner, a search of Council's Property Files has been undertaken for nearby properties.

As can be seen in Figure 4 below, as of the date of resource consent application lodgement, the vast majority of the surrounding area does not have a resource consented visitor accommodation land use. Whilst some short-term accommodation activity is present, the majority of the area is used for long-term accommodation purposes.

As such it is clear that the nature and scale of the proposed activity will not represent the crossing of a threshold whereby the character of the neighbourhood will be unacceptably altered. Instead, this area and the wider Queenstown will more than adequately be able to absorb the activity while maintaining a strong residential character – protecting social cohesion.



Figure 4 – Visitor Accommodation Approved for Surrounding Properties

Overall, the location, nature and scale of the activities on the site are considered to be appropriate and will result in adverse effects on the environment that are less than minor.

Vehicle Access and Parking

The vehicle access and parking for each unit / flat has been designed to be suitable for Class 2 users. With a maximum of 8 guests (total) in each house/flat, two on-site car parks are considered suitable to absorb the car parking demand created by the activity.

No dedicated coach parking is provided for the activity – all guests will either arrive to the site by private vehicle or public transportation (i.e. regular buses or taxis). Despite this, the provision for buses is a matter of reserved discretion for Council. In this regard, it is noted that the proposal is not of a scale that would necessitate the provision of an on-site coach park.

The RVA activity proposed will accommodate a maximum of 8 people (in each building) and is of a scale that would not attract tour groups or similar, given the units will be let for RVA interdependently of each other, 'holiday home' style.

However, in order to ensure the avoidance of adverse effects in this regard, the applicant would invite a condition of consent that no coaches are to pick-up, drop-off, or park at the site.

While a dedicated mobility car parking space will not be provided for each unit, the VAMP includes measures designed to avoid adverse effects in this regard, and the scale of the activity is such that demand for an accessible car park is likely to be much less than a larger scale visitor accommodation complex. Furthermore, the dwellings are fundamentally not suited for occupation by guests with mobility needs, given the multi-levels and internal stairs being the only means of access through the dwellings.

While using the dwellings for RVA will result in traffic movements to and from the site (with associated adverse effects including noise, vibration and glare from headlights), these adverse effects will be of the same nature and scale to that which would occur with the anticipated residential use.

With respect to pedestrian safety – given that the existing access points will be used and adequate on-site car parking suitable for Class 2 users will be provided; any resulting adverse effects on the environment in this regard will be less than minor.

Overall, it is concluded that adverse effects on the environment will be less than minor with respect to the location of parking, buses and access.

Noise & Outdoor Living Areas

District Plan Standard 36.5.2 restricts sound from Visitor Accommodation activities to be within prescribed limits.

In essence, this means that the proposed RVA activity is not excluded from the noise limits of the District Plan and will need to comply as resource consent is not sought in this

regard. Relevant assessment criteria seek the avoidance of noise emissions beyond the property boundary through mitigation measures.

The majority of the RVA activity will be undertaken inside the dwellings. It is considered that activity undertaken within the units are likely to comply unless excessive noise is generated. In that regard, a condition of consent is volunteered to ensure adherence to these noise limits, and the noise management plan (NMP) is implemented to avoid adverse noise effects.

It is considered that the outdoor living areas of each dwelling have the greatest potential to result in adverse noise effects, particularly during the hours when the night-time noise limits are in effect (8pm – 8am).

Noise is inherently a difficult effect to manage given the ambiguous nature and subjective experience. It is considered that the best method to manage noise from these outdoor areas is through a NMP. Specifically, the attached NMP (contained within the Visitor Accommodation Management Plan) identifies the following methods to be utilised to avoid and mitigate adverse effects from the outdoor living areas:

- No use of outdoor living areas between the hours of 10pm – 7am.
- No amplified sound (music or otherwise) to be played within the outdoor living areas between the hours of 8pm – 8am.
- Signage to be erected (both inside the residential unit and outside in the outdoor living areas) informing guests they are in a residential area and to keep noise levels to a minimum between 8pm – 8am, and that outdoor living areas are not to be used between 10pm – 7am. This signage shall also contain the contact number of the owner/manager so as to enable guests to contact them at any time with questions.
- Procedures for managing any complaints.
- NMP Review procedures.

It is considered that the use of a comprehensive NMP is the best way to manage and control adverse noise effects such that they will be less than minor.

Overall given the proposed comprehensive noise management procedures - adverse effects on the environment are likely to be less than minor with respect to noise.

Health and Safety

In terms of health and safety, there are no specific concerns identified with the property in this regard. Adequate and safe access and on-site car parking will be provided – suitable for short-term unfamiliar users. The proposed VAMP contains clauses relating to health and safety, and sufficient smoke alarms will be installed/maintained.

As such adverse effects on the environment are considered to be less than minor with respect to health and safety.

Rubbish and Recycling

The proposed VAMP contains specific clauses to ensure the proper management of rubbish and recycling generated by the RVA activity. The Applicant understands Council's policy that QLDC-supplied rubbish and recycling collection will no longer be available to them if resource consent is granted for more than 180 nights/yr of RVA. Private collection/disposal will therefore be arranged either by the Property Manager themselves when servicing the unit, or via a private contractor.

While rubbish and recycling will inherently be generated by the proposed activity, this would also occur with the permitted baseline of standard residential occupation of the property, or RVA contained within the permitted baseline of up to 90 nights/yr per site.

Furthermore, rubbish and recycling in the context of a RVA activity is largely self-regulating, as both Hosts and Property Managers are both incentivised to ensure a high level of management in this regard. If rubbish/recycling is not managed properly and left lying around the property or generating odour – the next guests staying would likely complain and/or leave negative online reviews – adversely impacting the reputation of the property and future booking potential.

Accordingly adverse effects on the environment will be less than minor with respect to rubbish and recycling.

Privacy and Overlooking

The matter of discretion relating to privacy and overlooking is more relevant to the assessment of effects on persons/neighbours, and as such will be addressed in the s95E assessment to follow. Adverse effects on the wider environment will therefore be less than minor with respect to privacy and overlooking.

Outdoor Lighting

In terms of outdoor lighting, a condition of consent is volunteered to ensure outdoor lighting shall be turned off between the hours of 10.00pm to 7.00am, or shall be sensor-operated, or shall be directed away from adjacent roads and properties so that light spill beyond property boundaries does not occur.

These measures will ensure the avoidance of potential adverse glare effects on the wider environment, such that they will be less than minor.

Guest Management, Record Keeping, Complaints Procedures & Monitoring

The attached VAMP sets out the proposed methods to ensure effective guest management, and proper response to any complaints. Specifically, the VAMP contains procedures relating to ensuring guests are briefed on the car parking/access situation, house rules, a noise management plan, and VAMP review.

The Applicant understands the need to keep comprehensive records of the activity, and a condition of consent would be invited in this regard; including that the records be promptly made available for Council inspection when requested.

Finally, no specific monitoring of the activity is considered necessary, other than standard monitoring undertaken by Council's Monitoring department.

Overall adverse effects on the environment are concluded to be less than minor with respect to guest management, record keeping & monitoring.

Summary – Overall Adverse Effects on the Environment

Overall, the proposed use of the residences for the specified RVA activity will result in adverse effects on the environment that are less than minor

6.0 EFFECTS ON PERSONS

6.1 MANDATORY EXCLUSIONS FROM THE S95E ASSESSMENT

Section 95B(1) requires a decision whether there are any affected persons. The following steps set out in this section, in the order given, are used to determine whether the Council should limited notify the application, if the application is not to be publicly notified.

Step 1: certain affected groups and affected persons must be notified

Limited notification is not required under Step 1 as the proposal does not affect customary rights groups, customary marine title groups nor is it on, adjacent to or may affect land subject to a statutory acknowledgement.

Step 2: if not required by step 1, limited notification precluded in certain circumstances

- Limited notification is not required under Step 2 as the proposal is not subject to a rule in the District Plan or is not subject to a NES that precludes notification.
- Limited notification is not required under Step 2 as the proposal is not a controlled activity.

Step 3: if not precluded by step 2, certain other affected persons must be notified

- Limited notification is not precluded under Step 3 as the proposal is not a boundary activity where the owner of an infringed boundary has provided their approval.
- Limited notification is not required under Step 3 as the proposal falls into the 'any other activity' category and the effects of the proposal on persons are assessed in section 6.2 below and will be less than minor.

Step 4: Further limited notification in special circumstances

- Special circumstances do not apply that require limited notification, given the proposal is for the residential development of the site as anticipated by the District Plan.

6.2 ASSESSMENT: EFFECTS ON PERSONS AND CONSULTATION

'Persons' for the purposes of the s95E assessment are considered to be the owners/occupiers of the properties marked with a red 'X' in Figure 5:



Figure 5: Subject Site & Adjacent Persons

51 & 55 Angelo Drive & 74 Middleton Road

The Applicant believes that adverse effects on all persons will be less than minor. It is, however, acknowledged that the Processing Planner may consider there to be minor adverse effects on the owners/occupiers of 51 & 55 Angelo Drive & 74 Middleton Road given the close proximity of their sites to the application dwellings – but it is requested that the Processing Planner advise in this regard before the Applicant can agree that they are seeking the written approval of these persons.

72 Middleton Road

Despite being considered a 'person' for the purposes of this s95E assessment, number 72 Middleton Road is well separated from the application dwellings by topography, the 'offset' location of this lot compared to #72, and the intermediary access leg of #74 – all as evidenced by Figure 5.

This property is currently a vacant allotment, however future residential development is anticipated given the zoning of the area.

While the future owners/occupiers of this property may potentially observe the RVA activity – this will be generally limited to views of guests using the outdoor living areas – but at a distance. Given the differences in topography, the views/outlook from the units on #53 will very likely be out over the roof of the future dwelling(s) on this neighbour's property.

Accordingly, potential adverse effects on the privacy and residential amenity of this person will be less than minor.

The proposed VAMP and NMP will provide for a comprehensive and proactive framework to enable the activity to occur without adversely affecting this neighbour – particularly with respect to noise. Preventing the use of these outdoor living areas during night-time hours will ensure the continuation of their night-time amenity.

Adequate on-site car parking will be provided to satisfy the needs of the activity and avoid on-street parking with associated adverse effects on this neighbour.

The proposed annual letter-drop to the owners/occupiers of this property (providing the contact details of the current RVA manager and inviting them to get in touch with any issues or complaints) will help to ensure the activity is undertaken in a manner that will not adversely affect them – and allow for an adaptable and communicative system to deal with any unexpected matters that do arise.

Overall adverse effects on the owners/occupiers of 72 Middleton Road will be less than minor. This person is not considered to be adversely affected.

54 & 56 Angelo Drive & 2 Lobb Lane

The properties at 54 & 56 Angelo Drive & 2 Lobb Lane are positioned on the opposite side of the Angelo Drive carriageway and are elevated above the application site due to the topography of the area.

While the future owners/occupiers of these neighbouring sites may potentially observe the RVA activity – this will be limited to views of guests entering/exiting the site via Angelo Drive (noting that this will be indistinguishable from non-RVA guests).

The provision for limits on outdoor living use will further enhance the privacy of the owners/occupiers of these neighbouring sites. Additionally, the position of the outdoor living areas being completely concealed by the application dwellings, will ensure the adequate protection of their privacy and avoid potential adverse effects of ‘overlooking’.

Adequate on-site car parking will be provided – ensuring that traffic and parking effects on these neighbours are avoided in this regard.

A comprehensive VAMP (including NMP) is proposed to ensure the activity is undertaken in a way that will not affect the residential amenity of these persons. In particular, the volunteered restriction on use of the outdoor living areas during night-time hours and provision for the proper disposal of waste will adequately protect their residential amenity.

With particular regard to noise, the volunteered measures (outdoor living area hours, signage, guest advice on check-in) will ensure these effects are the same or less than that which would occur with standard residential activity as anticipated by the District Plan.

One component of the proposed NMP is that an annual letter drop be undertaken to the owners of these adjoining properties - providing the contact details of the current RVA manager and inviting them to get in touch with any issues or complaints.

Overall, it is concluded that adverse effects on the owners/occupiers of 54 & 56 Angelo Drive & 2 Lobb Lane will be less than minor. These persons are not considered to be adversely affected.

Conclusion – Effects on Persons

Overall, the above assessment has determined that adverse effects of neighbouring land owners and occupiers will be less than minor. No party is considered adversely affected by the proposal.

7.0 OVERALL NOTIFICATION ASSESSMENT

Given the assessments undertaken and conclusions made in Sections 3-6 above, it is considered that the Council should proceed with processing the application on a non-notified basis.

8.0 RELEVANT DISTRICT PLAN PROVISIONS

8.1 OBJECTIVES AND POLICIES - OPERATIVE DISTRICT PLAN

The objectives and policies of the Operative District Plan relevant to the application are now deemed inoperative, given the Environment Court's decision on ENV-2020-CHC-61 and all other appeals to the provisions of the Proposed District Plan (relevant to visitor accommodation) being resolved.

8.2 OBJECTIVES AND POLICIES – PROPOSED DISTRICT PLAN

The relevant objective and policies of the Proposed District Plan are as follows:

Proposed Chapter 7 – Lower Density Suburban Residential Zone

Objective 7.2.8 - *Visitor accommodation, residential visitor accommodation and homestays are enabled at locations, and at a scale, intensity and frequency, that maintain the residential character and amenity values of the zone.*

Policies

7.2.8.2 - *Restrict the establishment of visitor accommodation in locations outside the Visitor Accommodation Sub-Zones to ensure that the zone maintains a residential character.*

7.2.8.3 - *Ensure that residential visitor accommodation and homestays are of a scale and character that are compatible with the surrounding residential context and maintain residential character and amenity values.*

7.2.8.4 - Provide opportunities for low intensity residential visitor accommodation and homestays as a contributor to the diversity of accommodation options available to visitors and to provide for social and economic wellbeing.

7.2.8.5 - Manage the effects of residential visitor accommodation and homestays outside the Visitor Accommodation Sub-Zone by controlling the scale, intensity and frequency of use and those effects of the activities that differentiate them from residential activities.

Policy 7.2.8.2 is not relevant given the proposal is for RVA, not for VA. Therefore, the policy framework does not seek to restrict the proposed RVA activity.

With respect to Policy 7.2.8.3, as determined throughout this assessment; the nature, scale and frequency of the proposed activity is sufficient to protect the residential character and amenity of the area. The scale and character of the activity will appear very similar to anticipated residential activity.

The assessment of potential cumulative effects undertaken has determined that this activity will not sufficiently change the neighbourhood, nor adversely affect existing social cohesion to a notable degree. As such, the proposal will align with Policy 7.2.8.3 as residential character and amenity values will be maintained.

Policy 7.2.8.4 is enabling – it seeks to provide for the proposed RVA activity as one of many forms accommodation for visitors to the District. The activity will provide supply of low-intensity residential visitor accommodation for the area/Town, in a manner which utilises existing infrastructure – providing for social and economic wellbeing. The proposal will therefore align with this policy.

Finally, Policy 7.2.8.5 seeks the management of effects of the activity by controlling the scale, intensity and frequency of use and those effects of the activities that differentiate them from residential activities. Residential amenity values will be maintained through the comprehensive suite of management procedures proposed within the VAMP, in addition to volunteered conditions of consent. As such, the proposal will be aligned with Policy 7.2.8.5.

Proposed Chapter 29 – Transport

The proposal will align with Objective 29.2.2 and Policy 29.2.2.1 which seeks to ensure access and parking is safe and efficient for all transport modes and users.

While a dedicated mobility car parking space will not be provided, the VAMP includes measures designed to avoid adverse effects in this regard, and the scale of the activity is such that demand for an accessible car park is likely to be much less than a larger scale visitor accommodation complex.

As such, the proposal will align with the relevant objectives and policies of proposed Chapter 29.

Summary - Proposed District Plan Objectives & Policies

Overall, the proposal is considered to align with the relevant objectives and policies of the Proposed District Plan.

9.0 OTHER MATTERS

- **Hazardous Substances:** The activity does not involve hazardous substances or installations.
- **Contaminants:** The activity will not involve the discharge of any contaminants.
- **Mitigation Measures:** Other than anticipated standard conditions of consent, no specific mitigation measures are proposed, nor considered necessary.
- **Monitoring:** No monitoring is required for the proposal except standard conditions of consent.
- **Protected Customary Rights:** The activity will not offend any protected customary rights.

10.0 PART 2 OF THE RESOURCE MANAGEMENT ACT

Section 5 of the RMA sets out the purpose of the Act – to promote the sustainable management of natural and physical resources. Given the assessment of effects undertaken above, it is considered that the proposal will represent sustainable management.

Section 6 of the RMA sets out the matters of national importance. None of these matters is strictly relevant to the current proposal.

The proposal will align with the requirements of Section 7 of the RMA by representing kaitiakitanga, the ethic of stewardship, and the maintenance of the quality of the environment.

Finally, the proposed activity is highly unlikely to offend any of the Principles of the Treaty of Waitangi as required by Section 8.

Overall the development proposed is considered to be consistent with Part 2 of the RMA.

11.0 CONCLUSION

Consent is sought to use the residential units and residential flats at 53A & 53C Angelo Drive for residential visitor accommodation for up to 365 nights per year.

The above assessment has determined that the resulting adverse effects on the environment will be less than minor and effectively mitigated, that no party is considered to be adversely affected, that the proposal will align with the relevant objectives and policies of the District Plan, and will adhere to the requirements of Part 2 of the RMA.

Accordingly, it is requested that the Council grant resource consent to the proposal on a non-notified basis as sought, subject to appropriate conditions of consent.



Richard Kemp
Planning Consultant



RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy




 R.W. Muir
 Registrar-General
 of Land

Identifier **1094403**
Land Registration District **Otago**
Date Issued 02 October 2023

Prior References
 1035676

Estate Fee Simple
Area 936 square metres more or less
Legal Description Lot 4 Deposited Plan 576080
Registered Owners
 Snow Leopard Investment Limited

Interests

Subject to Part IV A Conservation Act 1987

Appurtenant hereto is a right to drain foul sewage and storm water created by Transfer 697048 - 25.2.1988 at 1:58 pm

Appurtenant hereto is a right to convey water, electricity, telephone services and drain sewage created by Transfer 796528.8 - 24.1.1992 at 9:28 am

The easements created by Transfer 796528.8 are subject to Section 309 (1) (a) Local Government Act 1974

6717938.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 16.1.2006 at 9:00 am

7195226.1 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 18.1.2007 at 9:00 am

Appurtenant hereto is a right to drain stormwater and sewage created by Easement Instrument 7493651.16 - 7.8.2007 at 9:00 am

The easements created by Easement Instrument 7493651.16 are subject to Section 243 (a) Resource Management Act 1991

7585509.9 Surrender of the right to drain stormwater and sewage marked A on DP 385737 created by Easement Instrument 7493651.16 - 19.10.2007 at 10:22 am

8283616.19 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 28.5.2010 at 1:10 pm

Land Covenant in Easement Instrument 10802096.11 - 13.6.2017 at 1:25 pm

Appurtenant hereto is a right of way created by Easement Instrument 10802096.12 - 13.6.2017 at 1:25 pm

The easements created by Easement Instrument 10802096.12 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 10802096.16 - 13.6.2017 at 1:25 pm

Land Covenant in Covenant Instrument 11098487.6 - 24.1.2019 at 4:19 pm

Appurtenant hereto is a right of way created by Easement Instrument 11677745.7 - 17.4.2020 at 5:28 pm

The easements created by Easement Instrument 11677745.7 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Covenant Instrument 11677745.15 - 17.4.2020 at 5:28 pm

Land Covenant in Covenant Instrument 11677745.17 - 17.4.2020 at 5:28 pm

Land Covenant in Covenant Instrument 11813420.6 - 26.11.2020 at 2:50 pm

Subject to a right (in gross) to drain sewage and water over part marked BB on DP 576080 in favour of Queenstown Lakes District Council created by Easement Instrument 12371235.4 - 30.9.2022 at 2:57 pm

The easements created by Easement Instrument 12371235.4 are subject to Section 243 (a) Resource Management Act 1991 12371235.8 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 30.9.2022 at 2:57 pm

12756610.2 Variation of Consent Notice 12371235.8 pursuant to Section 221(5) Resource Management Act 1991 - 2.10.2023 at 3:14 pm

Land Covenant (in gross) in favour of Queenstown Hill Developments Limited, Remarkable Heights Limited, Phillip John Hensman, Lynda Mary Elizabeth Hensman and Grant Hylton Hensman created by Covenant Instrument 12756610.8 - 2.10.2023 at 3:14 pm

12756610.10 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 2.10.2023 at 3:14 pm



CONO 6717938.1 Cor

Cpy - 01/03.Pgs - 004, 13/01/06, 15



DocID: 110708768

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

AND

IN THE MATTER of an Application
for Subdivision Consent
by A Middleton

CONSENT NOTICE

BACKGROUND

- A. A Middleton of Queenstown has applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Certificate of Title OT14D/855 (Otago Registry) ("the land").
- B. Council has granted consent (RM040066) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the Owner of the land being those conditions specified in the Operative Part hereof.

OPERATIVE PART

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

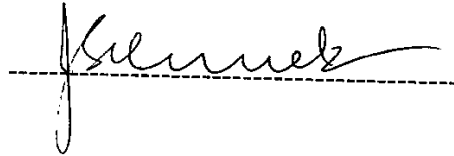
(a) Lot 1, D.P.351844

CONDITION:

- a) All services to Lot 1 are to be provided at the time of further development of the Lot.
- b) No reserves contribution has been taken for this subdivision for Lot 1 pursuant to Section 409 of the Resource Management Act 1991 and that at such time of further development no credits will be given.
- c) No burning of debris shall occur on any Lot.

Dated this 5th day of September 2005

SIGNED for and on behalf
Of the QUEENSTOWN LAKES
DISTRICT COUNCIL by its
Principal Administrative Officer



Landonline User ID: _____

LODGING FIRM: Webb Farry

Address: PO Box 5541
Dunedin

Uplifting Box Number: 47

ASSOCIATED FIRM: _____

Client Code / Ref: 167122/25 - CJC

HEREWITH

Survey Plan (#) ☐

Title Plan (#) ☐

Traverse Sheets (#) ☐

Field Notes (#) ☐

Calc Sheets (#) ☐

Survey Report ☐

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number Pre-Allocated or
to be Deposited: _____

Rejected Dealing Number: _____

FOR DEPOSIT ONLY
 13/01/2006 15:31 000000#0831 0001
 CHEQUE \$320.00

Other (state) _____

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	OT14D/885	CONO		50.00							\$50.00
2	OT14D/855	OCT	Middleton : A A & I G					2	\$212		\$212.00
3	See Schedule	T	Middleton: A A & I G TO Middlton: A A & I G & Webb Farry								
4			Nominees Limited & Parker: SL	50.00	4	\$8					\$58.00
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Subtotal (for this page)

\$320.00

Total for this dealing

\$320.00

Less Fees paid on Dealing #

Cash/Cheque enclosed for

\$320.00

Original Signatures? *Rm Bso*

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Version 1.7: 28 May 2004

TITLE SCHEDULE

Landonline User ID: _____
 LODGING FIRM: Webb Farry
 Client Code / Ref: 167122/25 - CJC

Line Number	CT Ref:
1	
2	
3	OT13B/1155 OT7B/1362 OT60/188 212814 OT12A/266
4	

Line Number	CT Ref:
5	
6	
7	
8	

Line Number	CT Ref:
9	
10	
11	
12	

Line Number	CT Ref:
13	
14	
15	
16	

Line Number	CT Ref:
17	
18	
19	
20	

CONO 7195226.1 Consen

Cpy - 01/03, Pgs - 003, 17/01/07, 15:58



DocID: 110835403

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

AND

IN THE MATTER of an Application for
Subdivision Consent by A.
A. & I.G. Middleton

CONSENT NOTICE

BACKGROUND

- A. A.A & I.G Middleton of Queenstown have applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Certificate of Title 246747, (Otago Registry) ("the land").
- B. Council has granted consent (RM060360) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the Owner of the land being those conditions specified in the Operative Part hereof.

OPERATIVE PART

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

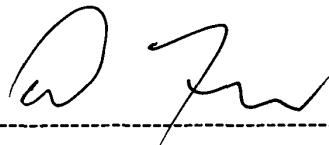
(a) Lots 1 & 2, D.P. 375014.

CONDITIONS:

- a) At such time as any residential development is undertaken on Lot 1 or Lot 2, all services shall be provided in accordance with the Council standards applicable at that time.
- b) No development contributions for Council water, stormwater or wastewater services have been taken for this subdivision and at the time of further development no credits will be given.

Dated this 7 day of September 2006

SIGNED for and on behalf
Of the QUEENSTOWN LAKES
DISTRICT COUNCIL by its
Principal Administrative Officer



Landonline User ID: _____

LODGING FIRM: Webb Farry

Address: PO Box 5541
Dunedin

Uplifting Box Number: 47

ASSOCIATED FIRM: _____

Client Code / Ref: 167122/40 (CJC)

HEREWITH

Survey Plan (#) _____

Title Plan (#) _____

Traverse Sheets (#) _____

Field Notes (#) _____

Calc Sheets (#) _____

Survey Report _____

Dealing / SUD Number:
(LINZ Use only)

Priority Barcode/Date Stamp
(LINZ use only)

Plan Number Pre-Allocated or
to be Deposited:

Rejected Dealing Number:

7178072

Other (state)

Priority Order	CT Ref:	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	MULTI-TITLE FEES		NOTICES		ADVERTISING		NEW TITLES		OTHER	RE-SUBMISSION & PRIORITY FEE	FEES \$ GST INCLUSIVE
1	246747	CONO	Middleton: AA & IG	50.00											\$50.00
2	As Above	OCT	Middleton: AA & IG								2	\$212			\$212.00
3	246747 302158 302159	E	Hensman: PJ, GH & LME TO Middleton: AA & IG	50.00	2	\$4								\$20	\$74.00
4															
5															
6															

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Subtotal (for this page) **\$336.00**

Total for this dealing **\$336.00**

Less Fees paid on Dealing # 7178072 **\$336.00**

Cash/Cheque enclosed for **\$0.00**

Original Signatures

[Signature]

Version 1.7: 28 May 2004

View Instrument Details



Instrument No 8283616.19
Status Registered
Date & Time Lodged 28 May 2010 13:10
Lodged By Torrey, Sandra Leah
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Computer Registers Land District

449410	Otago
449411	Otago
449412	Otago
449413	Otago
449414	Otago
449415	Otago
449416	Otago
449417	Otago
449418	Otago
449420	Otago
449421	Otago
449422	Otago

Annexure Schedule: Contains 2 Pages.

Signature

Signed by Kieran Edward Tohill as Territorial Authority Representative on 25/05/2010 03:50 PM

*** End of Report ***

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

AND

IN THE MATTER of an Application for Subdivision Consent
by QUEENSTOWN HILL
DEVELOPMENT & REMARKABLES
HEIGHTS LTD

CONSENT NOTICE

BACKGROUND

- A. QUEENSTOWN HILL DEVELOPMENT & REMARKABLES HEIGHTS LTD of Queenstown have applied to the Queenstown Lakes District Council pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Certificate of Titles 302159, 235179, 235173, 235172, 406577 (Otago Registry) ("the land").
- B. Council has granted consent (RM070513) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the Owner of the land being those conditions specified in the Operative Part hereof.
- C. This Consent Notice relates to Stage 3 of Remarkables View.

OPERATIVE PART

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

1) Lots 1 – 9, D.P. 411971

- a) At a time that a dwelling is constructed on Lots 1 – 9 D.P. 411971, the owner for the time being shall construct a vehicle crossing in accordance with the requirements of Council applicable at that time.

2) Lot 101 – 103 D.P. 411971

- a) All services shall be provided to Lots 101 – 103 D.P. 411971 at the time of further development of these lots, in accordance with Council's standard applicable at that time. No development contributions have been taken for these lots and no credits shall be given at the time of further development.

Dated this

7th

day of

May

2009 2010

SIGNED for and on behalf
Of the QUEENSTOWN LAKES
DISTRICT COUNCIL by its

Principal Administrative Officer



View Instrument Details



Instrument No	12371235.8
Status	Registered
Date & Time Lodged	30 September 2022 14:57
Lodged By	Roberts, Philippa Jean
Instrument Type	Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
1035674	Otago
1035675	Otago
1035676	Otago

Annexure Schedule Contains 5 Pages.

Signature

Signed by Laura Jane McPhail as Territorial Authority Representative on 04/11/2022 03:33 PM

*** End of Report ***

IN THE MATTER of Lots 1, 2 and 703
being a Subdivision of Lot 703 DP 551240

AND

IN THE MATTER of Resource Consent
RM081212 as varied by RM200703
Queenstown Lakes District Council

**CONSENT NOTICE PURSUANT TO
SECTION 221 OF THE RESOURCE
MANAGEMENT ACT 1991**

BACKGROUND

- A. Queenstown Hill Developments Ltd, Remarkable Heights Limited and PJ, LME and GH Hensman have applied to the Queenstown Lakes District Council (*Council*) pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Record of Title 952120 (Otago Registry).
- B. Council has granted subdivision consent (RM081212 as varied by RM200703) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the owner of the land from time to time being those conditions set out in this Consent Notice.

QLD002790 12433620.1 5264679.1

OPERATIVE PART

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

Lot 1 Deposited Plan 571490 comprised in Record of Title 1035674

Lot 2 Deposited Plan 571490 comprised in Record of Title 1035675

Lot 703 Deposited Plan 571490 comprised in Record of Title 1035676

Conditions

The following condition shall apply to Lots 1 & 2:

- a) Lot 1 shall not contain more than one residential unit.
- b) Lot 2 shall not contain more than two residential units.
- c) If Lot 2 is developed to contain two residential units then, a legally protected common turning head area for the Right of Way shall be provided at the end of the Right of Way by Lot 2 prior to occupation of either unit on Lot 2. The common turning area shall be for all land entitled to the Right of Way. The common turning head shall be formed to council standards.
- d) A suitable Traffic Management Plan (TMP) shall be provided for Lots 1 and 2 before development occurs on each lot to address vehicle access and egress during construction. The TMP shall take specific consideration of vehicles requiring to reverse up the Right of Way. The TMP may not be required if:
 - (i) a common turning head has been constructed and legally protected at the end of the Right of Way in accordance with (c) above; and
 - (ii) sufficient on-site manoeuvring for construction traffic can be demonstrated without adversely impacting on safety and/or normal operating conditions within the road reserve through disruption, inconvenience or delay.

The following condition shall apply to Lots 2 & 703:

- e) A subsoil drain constructed as part of the subdivision earthworks is present within Lot 703 and located in close proximity to the eastern boundary of Lot 2. Development that influences or results in modification of the subsoil drain is acceptable provided the location of the subsoil drain is considered at the detailed design stage for any future development on Lots 2 or 703. Engineering assessment and design solutions will be required to ensure the drain and any associated seepage is appropriately managed and incorporated in to the earthworks design and development drainage scheme. Refer to the Geosolve Limited "Geotechnical Completion Report" (Geosolve Ref: 150639, Revision 1, dated 27/06/2022) for full details of the subsoil drain location and recommendations for future development.

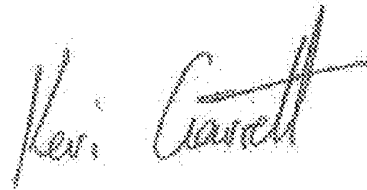
QLD002790 12433820.1 5264879.1

Notes to condition e) above:

- A copy of the Geosolve Limited Geotechnical Completion Report can be found on the SD081212.05 Subdivision file held by Council for Stage 4a of the RM081212 Resource Consent.
- At the time of further subdivision of Lot 703 in conjunction with future stages of the RM081212 consent (or subsequent resource consent), condition e) above may be varied or replaced with new condition(s) to reflect the recommendations of any additional, lot-specific geotechnical reporting completed for the site. This may be dealt with as part of the s224c certification process for the future stages of the RM081212 subdivision, with final wording of any replacement consent notice conditions to be confirmed by Council and approved by Council's solicitors prior to registration.

DATED this 31st day of August 2022

SIGNED for and on behalf of
QUEENSTOWN LAKES DISTRICT
COUNCIL under delegated authority
by its Senior Land Development
Engineer – Subdivision,
Development Contributions &
Property



Keri Anne Garrett

DocuSign Envelope ID: AE39F84F-66B0-48F7-8CBD-A642535DA154

Form 46

ANNEXURE SCHEDULE - CONSENT FORM¹

(Regulation 6 Land Transfer Regulations 2018)

Person giving consent

Surname must be underlined

Capacity and Interest of Person giving consent

eg. Mortgagee under Mortgage no.

AURORA ENERGY LIMITED

Caveator under caveat number 12512834.1

Consent

Delete words in [] if inconsistent with the consent

State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the **Person giving consent hereby consents to:**

the attached Consent Notice

Dated this day of 2022
 02 November 2022 | 11:12 AM NZDT

Attestation

Signed by AURORA ENERGY LIMITED by its Attorney Gary Graeme Dixon

DocuSigned by:
 Gary Dixon
 56EEC35712B14E6...

Signed in my presence by the Person giving consent

DocuSigned by:
 Rosie Johnston
 F6BFA2D388AC403...

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed):

Witness name Rosie Johnston

Occupation Corporate Office Administrator

Address Dunedin

¹ An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.

DocuSign Envelope ID: AE39F84F-66B0-48F7-8CBD-A642535DA154

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **GARY GRAEME DIXON**, of Dunedin, Chief Financial Officer and General Manager – Finance and Systems, hereby certify –

1. That by Deed dated 26 February 2018 **AURORA ENERGY LIMITED** having its registered office at Dunedin ("the Company") appointed me as its Attorney on the terms and subject to the conditions set out in the said Deed.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment.
3. That a copy of the said Deed was deposited in the office of Land Information New Zealand on 12 February 2019 under registered number 11354769.1.

SIGNED at Dunedin this
day of

2022

02 November 2022 | 11:12 AM NZDT

DocuSigned by:

Gary Dixon

5AEEC35712614E6

View Instrument Details



Instrument No 12756610.10
Status Registered
Date & Time Lodged 02 October 2023 15:14
Lodged By Weinberg, Jessica Millen
Instrument Type Consent Notice under s221(4)(a) Resource Management Act 1991



Affected Records of Title	Land District
1094402	Otago
1094403	Otago
1094404	Otago
1094405	Otago
1094406	Otago
1094407	Otago
1094408	Otago
1094409	Otago
1094410	Otago
1094411	Otago
1094412	Otago
1094413	Otago
1094414	Otago
1094415	Otago

Annexure Schedule Contains 3 Pages.

Signature

Signed by Jessica Millen Weinberg as Territorial Authority Representative on 02/10/2023 11:51 AM

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

IN THE MATTER of Lots 3-11, 15, 16, 18-20, 502 and 703 being a Subdivision of Lot 703 DP 571490

AND

IN THE MATTER of Resource Consent RM081212 (as varied by RM200703) Queenstown Lakes District Council

**CONSENT NOTICE PURSUANT TO
SECTION 221 OF THE RESOURCE
MANAGEMENT ACT 1991**

BACKGROUND

- A. Queenstown Hill Developments Limited, Remarkable Heights Limited and PJ, LME and GH Hensman has applied to the Queenstown Lakes District Council (*Council*) pursuant to provisions of the Resource Management Act 1991 for its consent to subdivide land comprised and described in Record of Title 1035675 (Otago Registry).
- B. Council has granted subdivision consent (RM081212 as varied by RM200703) to the proposed subdivision subject to certain conditions which are required to be complied with on a continuing basis by the owner of the land from time to time being those conditions set out in this Consent Notice.

219290.1004 13479958.1

OPERATIVE PART

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

Lot 3 DP 576080 comprised in record of title 1094402
Lot 4 DP 576080 comprised in record of title 1094403
Lot 5 DP 576080 comprised in record of title 1094404
Lot 6 DP 576080 comprised in record of title 1094405
Lot 7 DP 576080 comprised in record of title 1094406
Lot 8 DP 576080 comprised in record of title 1094407
Lot 9 DP 576080 comprised in record of title 1094408
Lot 10 DP 576080 comprised in record of title 1094409
Lot 11 DP 576080 comprised in record of title 1094410
Lot 15 DP 576080 comprised in record of title 1094411
Lot 16 DP 576080 comprised in record of title 1094412
Lot 18 DP 576080 comprised in record of title 1094413
Lot 19 DP 576080 comprised in record of title 1094414
Lot 20 DP 576080 comprised in record of title 1094415

Conditions

The following condition contained below shall apply to Lots specified in Schedule 1:

- (a) Prior to any construction work (other than work associated with geotechnical investigation), the owner for the time being shall submit to Council for certification specific engineering design and geotechnical assessment for foundations to comply with the requirements set out in Schedule 1 together with the Schedule 2A Certificate and Geotechnical Completion Report prepared by Geosolve Limited dated April 2023, Geosolve Reference: 150639. All such measures shall be implemented prior to occupation of any building.

The following condition shall apply to Lots 19 and 20:

- (b) A subsoil drain constructed as part of the subdivision earthworks is present within Lots 19 and 20. Development that influences or results in modification of the subsoil drain is acceptable providing the location of the subsoil drain is considered at the detailed design stage for any future development on Lots 19 and 20. Engineering assessment and design solutions will be required to ensure the drain and any associated seepage is appropriately managed and incorporated in to the earthworks design and development drainage scheme. Refer to the Geosolve Limited "Geotechnical Completion Report" (Geosolve Ref: 150639, Revision 1, dated 27/04/23) for full details of the subsoil drain location and recommendations for future development.

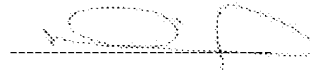
DATED this 29th day of September 2023

SIGNED for and on behalf of

QUEENSTOWN LAKES DISTRICT

COUNCIL under delegated authority

by its Acting Resource Management
Engineering Manager



Michael Wardill

Schedule 1

Lot	Schedule 2A Conditions for Future Development
3-11, 15, 16, 18-20,	<ul style="list-style-type: none"> • Due to the sloping ground the requirements in NZS3604 with respect to sloping ground and foundations (Section 3 of this standard), will need to be considered. Specific Engineering Design (SED) of foundations and specific engineering assessment of the proposed development is therefore required to ensure long term foundation stability is met. • If excavations >1.2 m depth in rock are required, the geotechnical stability of the rock cut should be assessed. • Localised areas of seepage, particularly at the soil-rock contact, may be encountered and can, in some cases, result in softening of foundation subgrades and deterioration of unsupported cuts. All sites should ensure drainage is adequately considered around the building and earthworks to achieve long term stability. • Development that intercepts the existing subsoil drains is acceptable. Engineering assessment will be required to ensure the drain and any associated seepage is appropriately managed and incorporated into the earthworks design and development drainage scheme for each lot. • Final geotechnical inputs will depend on the extent of earthworks proposed, building design, structural engineer and Queenstown Lakes District Council requirements.

View Instrument Details



Instrument No 10802096.11
Status Registered
Date & Time Lodged 13 June 2017 13:25
Lodged By Wilson, Jacqueline Patricia
Instrument Type Easement Instrument



Affected Computer Registers Land District

764087	Otago
764088	Otago
764089	Otago
764090	Otago
764091	Otago
764092	Otago
764093	Otago
764094	Otago
764095	Otago
764096	Otago
764097	Otago
764098	Otago
764099	Otago
764100	Otago
764101	Otago
764102	Otago
764103	Otago
764104	Otago
764105	Otago
764106	Otago
764107	Otago
764108	Otago
764109	Otago
764110	Otago
764111	Otago
764112	Otago
764113	Otago
764116	Otago

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Philippa Jean Roberts as Grantor Representative on 27/06/2017 12:06 PM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Philippa Jean Roberts as Grantee Representative on 27/06/2017 12:06 PM

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

Form B

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

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

Grantor

QUEENSTOWN HILL DEVELOPMENTS LIMITED, REMARKABLE HEIGHTS LIMITED

Grantee

QUEENSTOWN HILL DEVELOPMENTS LIMITED AND REMARKABLE HEIGHTS LIMITED

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

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

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

Purpose (Nature and extent) of easement: <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	All of Servient Tenement	Lot 101 DP 505699 (CIR 764087). Lot 102 DP 505699 (CIR 764088). Lot 103 DP 505699 (CIR 764089). Lot 104 DP 505699 (CIR 764090). Lot 105 DP 505699 (CIR 764091). Lot 106 DP 505699 (CIR 764092). Lot 107 DP 505699 (CIR 764093). Lot 108 DP 505699 (CIR 764094). Lot 109 DP 505699 (CIR 764095). Lot 110 DP 505699 (CIR 764096).	Lot 700 DP 505699 (CIR 764116)

Schedule A continued

Purpose (Nature and extent) of easement: <i>profit</i> or covenant	Shewn (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	All of Servient Tenement	Lot 111 DP 505699 (CFR 764097) Lot 112 DP 505699 (CFR 764098) Lot 113 DP 505699 (CFR 764099) Lot 114 DP 505699 (CFR 764100) Lot 115 DP 505699 (CFR 764101) Lot 116 DP 505699 (CFR 764102) Lot 17 DP 505699 (CFR 764103) Lot 118 DP 505699 (CFR 764104) Lot 119 DP 505699 (CFR 764105) Lot 120 DP 505699 (CFR 764106) Lot 121 DP 505699 (CFR 764107) Lot 122 DP 505699 (CFR 764108) Lot 123 DP 505699 (CFR 764109) Lot 124 DP 505699 (CFR 764110) Lot 320 DP 505699 (CFR 764111) Lot 321 DP 505699 (CFR 764112) Lot 322 DP 505699 (CFR 764113)	Lot 700 DP 505699 (CFR764116)

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

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

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

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

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

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

Covenant provisions

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

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

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

~~[Annexure Schedule _____]~~

Annexure Schedule 1

1. Definitions

- 1.1 In this Annexure Schedule 1 the following definitions apply:
- 1.1.1 **Grantee** means the owner of the Dominant Land and their executors, administrators, assignees and successors in title from time to time.
 - 1.1.2 **Grantee's Land** means the land described as Lot 700 Deposited Plan 505699 contained in identifier 764116;
 - 1.1.3 **Grantor** means the owner of the Servient Land and their executors, administrators, assignees and successors in title from time to time.
 - 1.1.4 **Lodge any Submission** means (without limitation) personally or through any agent or servant or directly or indirectly, lodge or support in any way any objection submission to any Planning Proposal and includes (without limitation) taking part in any planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.
 - 1.1.5 **Planning Proposal** includes (without limitation) any application for resource consent and / or plan change and / or variation of any nature under the relevant District Plan or proposed District Plan;
 - 1.1.6 **Servient Land** means the land described and shown on the front page of this Instrument as the Servient Tenement.
 - 1.1.7 **Utilities** has the meaning given to it in clause 4.1.1; and
 - 1.1.8 All other defined terms have the same meaning given to them in the Fourth Schedule of the Regulations.

2. General Covenants

- 2.1 The Grantor covenants and agrees:
- 2.1.1 to observe and perform all Covenants at all times; and
 - 2.1.2 to ensure that all occupiers, employees, contractors, invitees and anyone or thing that is present on the Servient Land under the control of, or at the direction or invitation of the Grantor, observes and performs all relevant and applicable covenants at all times; and
 - 2.1.3 that the Covenants shall run with and bind the Servient Land for the benefit of the Dominant Land.

3. No-Objection Covenants

- 3.1 The Grantor covenants in relation to the Grantee's Land that:
- 3.1.1 it will not, and will not encourage or support any other person to:
 - (a) object to or Lodge any Submission against any Planning Proposal;

- (b) obtain an order, injunction or any other remedy;
 - (c) make any complaint against any contractor or any consultant, which relates to the Grantee's Land.
- 3.1.2 if requested by the Grantee, the Grantor shall promptly give its unqualified and irrevocable:
- (a) written approval (including any affected party approval under section 95E of the Resource Management Act 1991) to any Planning Proposal relating to the Grantee's Land; and/or
 - (b) submission in support of any Planning Proposal, relating to the Grantee's Land.
 - (c) the Grantor shall sign all documents and do all things required by the Grantee to meet the Grantor's obligation under this clause 3.

4. Enforcement

- 4.1 The Grantor and Grantee acknowledge and agree that:
- 4.1.1 This Instrument is subject to the Contracts (Privity) Act 1982 and that the covenants contained in this Instrument that are intended to create obligations on the Grantor, confer benefits on the Grantee and are enforceable at the suit of the Grantee as well as by the Grantee.
 - 4.1.2 The Grantee may facilitate the observance of this Instrument by the Grantor by taking all necessary steps to enforce its observance on behalf of any Grantee.
- 4.2 The Grantor acknowledges that the Grantee shall not be liable to the Grantor for any loss, damage, claim or expenses or a failure to enforce the Covenants set out in this Instrument.
- 4.3 In the event that the Grantor fails to observe and perform the Covenants set out in this Instrument, a Grantee shall have a right (but not an obligation) to do whatever may be reasonably required to remedy such failure on the part of the Grantor, and the cost incurred by the Grantee in remedying the default shall be refunded by the Grantor to that Grantee upon demand.
- 4.4 All notices relating to this Instrument are to be served in writing.

5. Liability

- 5.1 Without prejudice to the Grantor's and Grantee's other rights, this Instrument binds the Grantor's and Grantee's successors in title so that contemporaneously with the acquisition of any interest in the Servient Land all such successors in title become bound to comply with this Instrument. However, the liability of any Grantor under this Instrument is limited to obligations and liabilities that accrue during that Grantor's time as registered proprietor of the Servient Land and only in respect of that part of the Servient Land owned by that Grantor. A Grantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered proprietor of the Servient Land (however, for the avoidance of doubt, any Grantor shall remain liable for any such antecedent breach following the transfer of its interest in the Servient Land).

6. 12. Costs

- 6.1 The Grantee will pay all costs directly or indirectly attributable to the preparation and registration of this Instrument.
- 6.2 The Grantor will pay all costs directly or indirectly attributable to the enforcement and discharge of this Instrument.

7. Implied Terms

- 7.1 No covenants by the Grantor or by the Grantor's successors in title are implied in this Instrument other than the covenants for further assurance implied by section 154 of the Land Transfer Act 1952.

View Instrument Details



Instrument No 10802096.16
Status Registered
Date & Time Lodged 13 June 2017 13:25
Lodged By Wilson, Jacqueline Patricia
Instrument Type Easement Instrument



Affected Computer Registers Land District

764087	Otago
764101	Otago
764102	Otago
764113	Otago
764115	Otago
764116	Otago

Annexure Schedule: Contains 5 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Philippa Jean Roberts as Grantor Representative on 13/06/2017 11:21 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Samuel William Nelson as Grantee Representative on 13/06/2017 11:08 AM

*** End of Report ***

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

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

Grantor

Queenstown Hill Developments Limited, Remarkable Heights Limited

Grantee

Queenstown Lakes District Council

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

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

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

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant (Fencing)	Lot 700 DP 505699 (CFR 764116) Lot 101 DP 505699 (CFR 764087) Lot 115 DP 505699 (CFR 764101) Lot 116 DP 505699 (CFR 764102) Lot 322 DP 505699 (CFR 764113)	Lot 700 DP 505699 (CFR 764116) Lot 101 DP 505699 (CFR 764087) Lot 115 DP 505699 (CFR 764101) Lot 116 DP 505699 (CFR 764102) Lot 322 DP 505699 (CFR 764113)	Lot 600 DP 505699 (CFR 764115)

Form B

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

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

Annexure Schedule 2

Form B**Easement instrument to grant easement or *profit à prendre*, or create land covenant****ANNEXURE SCHEDULE 2****Background**

- A. The Grantor is the registered proprietor of the relevant Servient Tenement.
- B. The Grantee is the registered proprietor of the relevant Dominant Tenement.
- C. The Grantor and Grantee have agreed that the Servient Tenement will be subject to the fencing covenants set out in this instrument.

1. Interpretation

- 1.1 For the purposes of this Instrument:

"**Covenants**" means the covenants set out in this Instrument.

"**Dominant Tenement**" means the dominant tenements set out in Schedule A of this Instrument.

"**Grantee**" means the registered proprietor of the Dominant Tenement from time to time.

"**Grantor**" means the registered proprietor of the Servient Tenement from time to time together with any tenants, occupiers or invitees on the Servient Tenement.

"**Instrument**" means the front page of this Instrument together with all Schedules attached to it.

"**Servient Tenement**" means all or any part of the land contained or formerly contained in the servient tenements set out in Schedule A of this Instrument.

- 1.2 For the avoidance of doubt:

- a. words importing the singular number include the plural and vice versa.
- b. references to the parties are references to the Grantor and the Grantee.
- c. a covenant to do something is also a covenant to permit or cause that thing to be done and a covenant not to do something is also a covenant not to permit or cause that thing to be done.
- d. this Instrument binds and benefits the parties and their heirs, executors, successors and assigns in perpetuity and also any lessee or occupier of the Servient Tenement and the Dominant Tenement.
- e. a reference to a statute, regulation or by-law includes all statutes, regulations, or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations or by-laws issued under that statute.

2. General Covenants

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

- 2.1 The Grantor covenants and agrees:
- a. to observe and perform all the Covenants at all times;
 - b. that the Covenants shall run with and bind the Servient Tenement for the benefit of the Dominant Tenement;
 - c. to do all things reasonably necessary to ensure that any invitees of the Grantor on the Servient Tenement and any mortgagees, lessees or occupiers of the Servient Tenement comply with the provisions of this Instrument;
 - d. to pay the Grantee's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Grantee's rights, remedies and powers under this Instrument; and
 - e. to indemnify the Grantee against all claims and proceedings arising out of a breach by the Grantor of any of its obligations set out in this Instrument.
3. **Fencing Covenant**
- 3.1 The Grantor covenants in favour of the Grantee that the Grantee will not be liable nor called upon to erect or repair, maintain nor contribute to the cost of work (as defined in the Fencing Act 1978) on any dividing fence (being the existing fence or any new/replacement fence) between the Servient Tenement and the Dominant Tenement.
4. **General**
- 4.1 Any notice required to be served on any party shall be served in accordance with the Property Law Act 2007.
- 4.2 Any failure by a party to enforce any clause of this Instrument, or any forbearance, delay or indulgence granted by that party to any other party will not be construed as a waiver of the first party's rights under this Instrument.
- 4.3 The Grantor will not seek to have this Instrument removed from the title to the Servient Tenement due to any lack of proximity between the Servient Tenement and the Dominant Tenement.
- 4.4 No provision of this Instrument shall be construed as imposing liability on any Grantor where that Grantor has complied with its obligations under this Instrument in relation to its Servient Tenement, so that a Grantor shall only be liable for acts and omissions in relation to its own Servient Tenement under this Instrument.
5. **Liability**
- 5.1 Without prejudice to the Grantor's and Grantee's' other rights, this Instrument binds the Grantor's and Grantee's successors in title so that contemporaneously with the acquisition of any interest in the Servient Tenement all such successors in title become bound to comply with this Instrument. However, the liability of any Grantor under this Instrument is limited to obligations and liabilities that accrue during that Grantor's time as registered proprietor of the Servient Tenement and only in respect of that part of the Servient Tenement owned by that Grantor. A Grantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered proprietor

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

of the Servient Tenement (however, for the avoidance of doubt, any Grantor shall remain liable for any such antecedent breach following the transfer of the Servient Tenement).

6. Severability

- 6.1 If any of the provisions of this Instrument are judged invalid, unlawful or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity, unenforceability or illegality will not affect the operation, construction or interpretation of any other provision of this Instrument to the intent that the invalid, unenforceable or illegal provisions will be treated for all purposes as severed from this Instrument. In the event of any such severance the parties will use reasonable endeavours to negotiate with the intent that the Instrument shall achieve the economic, legal and commercial objectives of the unenforceable term, covenant or obligation.

7. Road and Reserve Vesting

- 7.1 The Grantee consents to the deposit or registration of any survey plan (**Survey Plan**) by the Grantor in respect of the Servient Tenement which has the effect of vesting or dedicating all or any part of the Servient Tenement as any road (**Road**) or reserve including (without limitation) any esplanade reserve or strip (**Reserve**) in any local authority, territorial authority or the Crown and agrees that the covenants in this instrument shall cease to apply in respect of the Servient Tenement within such Road or Reserve upon the survey approval of the Survey Plan by Land Information New Zealand and this clause will be deemed to be the consent of the Grantee to the deposit or registration of the Survey Plan.

View Instrument Details



Instrument No 11098487.6
Status Registered
Date & Time Lodged 24 January 2019 16:19
Lodged By Weinberg, Jessica Millen
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
764116	Otago
830755	Otago
830756	Otago
830757	Otago
830758	Otago
830759	Otago
830760	Otago
830761	Otago

Annexure Schedule: Contains 5 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Jessica Millen Weinberg as Covenantor Representative on 23/01/2019 09:51 AM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Jessica Millen Weinberg as Covenantee Representative on 23/01/2019 09:51 AM

*** End of Report ***

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

PHILLIP JOHN HENSMAN, GRANT HYLTON HENSMAN AND LYNDA MARY
ELIZABETH HENSMAN

Covenantee

PHILLIP JOHN HENSMAN, GRANT HYLTON HENSMAN AND LYNDA MARY
ELIZABETH HENSMAN
REMARKABLE HEIGHTS LIMITED
QUEENSTOWN HILL DEVELOPMENTS LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Annexure Schedule, if required

Continue in additional

Purpose covenant	of	Shown reference)	(plan	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		All of Burdened Land		Lot 303 DP 522931 (RT 830755), Lot 309 DP 522931 (RT 830756), Lot 310 DP 522931 (RT 830757), Lot 311 DP 522931 (RT 830758), Lot 312 DP 522931 (RT 830759), Lot 313 DP 522931 (RT 830760)	Lot 701 DP 522931 , Lot 1 DP 431418 (RT 830761) Lot 700 DP 505699 (RT 764116)

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].

[Annexure Schedule 1].

Annexure Schedule 1

1. Definitions

- 1.1 In this Annexure Schedule 1 the following definitions apply:
- 1.1.1 **Burdened Land** means the land described and shown on the front page of this Instrument as the Burdened Land.
 - 1.1.2 **Covenantee** means the owner of the Benefited Land and their executors, administrators, assignees and successors in title from time to time.
 - 1.1.3 **Covenantee's Land** means the land described as Lot 700 Deposited Plan 505699 contained in record of title 764116, and Lot 701 Deposited Plan 522931, Lot 1 Deposited Plan 431418 contained in record of title 830760;
 - 1.1.4 **Covenantor** means the owner of the Burdened Land and their executors, administrators, assignees and successors in title from time to time.
 - 1.1.5 **Lodge any Submission** means (without limitation) personally or through any agent or servant or directly or indirectly, lodge or support in any way any objection submission to any Planning Proposal and includes (without limitation) taking part in any planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.
 - 1.1.6 **Planning Proposal** includes (without limitation) any application for resource consent and / or plan change and / or variation of any nature under the relevant District Plan or proposed District Plan;
 - 1.1.7 **Regulations** means the Land Transfer Regulations 2018; and
 - 1.1.8 All other defined terms have the same meaning given to them in the Regulations.

2. General Covenants

- 2.1 The Covenantor covenants and agrees:
- 2.1.1 to observe and perform all Covenants at all times; and
 - 2.1.2 to ensure that all occupiers, employees, contractors, invitees and anyone or thing that is present on the Burdened Land under the control of, or at the direction or invitation of the Covenantor, observes and performs all relevant and applicable covenants at all times; and
 - 2.1.3 that the Covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land.

3. No-Objection Covenants

- 3.1 The Covenantor covenants in relation to the Covenantee's Land that:
- 3.1.1 it will not, and will not encourage or support any other person to:

- (a) object to or Lodge any Submission against any Planning Proposal;
 - (b) obtain an order, injunction or any other remedy;
 - (c) make any complaint against any contractor or any consultant, which relates to the Covenantee's Land.
- 3.1.2 if requested by the Covenantee, the Covenantor shall promptly give its unqualified and irrevocable:
- (a) written approval (including any affected party approval under section 95E of the Resource Management Act 1991) to any Planning Proposal relating to the Covenantee's Land; and/or
 - (b) submission in support of any Planning Proposal, relating to the Covenantee's Land.
 - (c) the Covenantor shall sign all documents and do all things required by the Covenantee to meet the Covenantor's obligation under this clause 3.

4. Enforcement

- 4.1 The Covenantor and Covenantee acknowledge and agree that:
- 4.1.1 This Instrument is subject to the Contracts (Privity) Act 1982 and that the covenants contained in this Instrument that are intended to create obligations on the Covenantor, confer benefits on the Covenantee and are enforceable at the suit of the Covenantee as well as by the Covenantee.
 - 4.1.2 The Covenantee may facilitate the observance of this Instrument by the Covenantor by taking all necessary steps to enforce its observance on behalf of any Covenantee.
 - 4.1.3 The Covenantee irrevocably appoints the Covenantor to be its attorney and in its name and at its expense to provide written approval if required in order to enforce clause 3.1.2.
- 4.2 The Covenantor acknowledges that the Covenantee shall not be liable to the Covenantor for any loss, damage, claim or expenses or a failure to enforce the Covenants set out in this Instrument.
- 4.3 In the event that the Covenantor fails to observe and perform the Covenants set out in this Instrument, a Covenantee shall have a right (but not an obligation) to do whatever may be reasonably required to remedy such failure on the part of the Covenantor, and the cost incurred by the Covenantee in remedying the default shall be refunded by the Covenantor to that Covenantee upon demand.
- 4.4 All notices relating to this Instrument are to be served in writing.

5. Liability

- 5.1 Without prejudice to the Covenantor's and Covenantee's other rights, this Instrument binds the Covenantor's and Covenantee's successors in title so that contemporaneously with the acquisition of any interest in the Burdened Land all such successors in title become bound to comply with this Instrument. However, the liability of any Covenantor under this Instrument is limited to obligations and liabilities that accrue during that Covenantor's time as registered proprietor of the Burdened Land

and only in respect of that part of the Burdened Land owned by that Covenantor. A Covenantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered proprietor of the Burdened Land (however, for the avoidance of doubt, any Covenantor shall remain liable for any such antecedent breach following the transfer of its interest in the Burdened Land).

6. Costs

- 6.1 The Covenantee will pay all costs directly or indirectly attributable to the preparation and registration of this Instrument.
- 6.2 The Covenantor will pay all costs directly or indirectly attributable to the enforcement and discharge of this Instrument.

View Instrument Details



Instrument No 11677745.15
Status Registered
Date & Time Lodged 17 April 2020 17:28
Lodged By Roberts, Philippa Jean
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
881683	Otago
881684	Otago
881685	Otago
881686	Otago
881687	Otago
881688	Otago
881689	Otago
881690	Otago
881691	Otago
881692	Otago
881693	Otago
881694	Otago
881695	Otago
881696	Otago
881697	Otago
881698	Otago
881699	Otago
881700	Otago
881701	Otago
881702	Otago
881703	Otago
881704	Otago
881705	Otago
887237	Otago

Annexure Schedule Contains 4 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Philippa Jean Roberts as Covenantor Representative on 17/04/2020 09:45 AM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Philippa Jean Roberts as Covenantee Representative on 17/04/2020 09:46 AM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

QUEENSTOWN HILL DEVELOPMENTS LIMITED, REMARKABLE HEIGHTS LIMITED
Grant Hylton HENSMAN, Phillip John HENSMAN, Lynda Mary Elizabeth HENSMAN

Covenantee

QUEENSTOWN HILL DEVELOPMENTS LIMITED AND REMARKABLE HEIGHTS LIMITED
Grant Hylton HENSMAN, Phillip John HENSMAN, Lynda Mary Elizabeth HENSMAN

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	All of the burdened land	Lots 125-127, 130-133, 177-179, 192, 302, 304- 308, 314-317, 332 DP 534603 (RTs 881683 – 881704 (inclusive))	Lot 701 DP 534603 (RT 881705) Lot 700 DP 534603 (RT 887237)

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].

[Annexure Schedule 1].

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Annexure Schedule 1

1. Definitions

1.1 In this Annexure Schedule 1 the following definitions apply:

- 1.1.1 **Burdened Land** means the land described and shown on the front page of this Instrument as the Burdened Land.
- 1.1.2 **Covenantee** means the owner of the Benefited Land and their executors, administrators, assignees and successors in title from time to time.
- 1.1.3 **Covenantee's Land** means the land described as Lot 701 Deposited Plan 534603 contained in identifier 881705 and lot 700 Deposited Plan 534603 contained in identifier 887237;
- 1.1.4 **Covenantor** means the owner of the Burdened Land and their executors, administrators, assignees and successors in title from time to time.
- 1.1.5 **Lodge any Submission** means (without limitation) personally or through any agent or servant or directly or indirectly, lodge or support in any way any objection submission to any Planning Proposal and includes (without limitation) taking part in any planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.
- 1.1.6 **Planning Proposal** includes (without limitation) any application for resource consent and / or plan change and / or variation of any nature under the relevant District Plan or proposed District Plan;
- 1.1.7 **Regulations** means the Land Transfer Regulations 2018; and
- 1.1.8 All other defined terms have the same meaning given to them in the Fourth Schedule of the Regulations.

2. General Covenants

2.1 The Covenantor covenants and agrees:

- 2.1.1 to observe and perform all Covenants at all times; and
- 2.1.2 to ensure that all occupiers, employees, contractors, invitees and anyone or thing that is present on the Burdened Land under the control of, or at the direction or invitation of the Covenantor, observes and performs all relevant and applicable covenants at all times; and
- 2.1.3 that the Covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land.

3. No-Objection Covenants

3.1 The Covenantor covenants in relation to the Covenantee's Land that:

- 3.1.1 it will not, and will not encourage or support any other person to:
 - (a) object to or Lodge any Submission against any Planning Proposal;
 - (b) obtain an order, injunction or any other remedy;
 - (c) make any complaint against any contractor or any consultant, which relates to the Covenantee's Land.
- 3.1.2 if requested by the Covenantee, the Covenantor shall promptly give its unqualified and irrevocable:

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

- (a) written approval (including any affected party approval under section 95E of the Resource Management Act 1991) to any Planning Proposal relating to the Covenantor's Land; and/or
- (b) submission in support of any Planning Proposal, relating to the Covenantor's Land.
- (c) the Covenantor shall sign all documents and do all things required by the Covenantor to meet the Covenantor's obligation under this clause 3.

4. Enforcement

- 4.1 The Covenantor and Covenantor acknowledge and agree that:
 - 4.1.1 This Instrument is subject to the Contracts (Privity) Act 1982 and that the covenants contained in this Instrument that are intended to create obligations on the Covenantor, confer benefits on the Covenantor and are enforceable at the suit of the Covenantor as well as by the Covenantor.
 - 4.1.2 The Covenantor may facilitate the observance of this Instrument by the Covenantor by taking all necessary steps to enforce its observance on behalf of any Covenantor.
- 4.2 The Covenantor acknowledges that the Covenantor shall not be liable to the Covenantor for any loss, damage, claim or expenses or a failure to enforce the Covenants set out in this Instrument.
- 4.3 In the event that the Covenantor fails to observe and perform the Covenants set out in this Instrument, a Covenantor shall have a right (but not an obligation) to do whatever may be reasonably required to remedy such failure on the part of the Covenantor, and the cost incurred by the Covenantor in remedying the default shall be refunded by the Covenantor to that Covenantor upon demand.
- 4.4 All notices relating to this Instrument are to be served in writing.

5. Liability

- 5.1 Without prejudice to the Covenantor's and Covenantor's other rights, this Instrument binds the Covenantor's and Covenantor's successors in title so that contemporaneously with the acquisition of any interest in the Burdened Land all such successors in title become bound to comply with this Instrument. However, the liability of any Covenantor under this Instrument is limited to obligations and liabilities that accrue during that Covenantor's time as registered proprietor of the Burdened Land and only in respect of that part of the Burdened Land owned by that Covenantor. A Covenantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered proprietor of the Burdened Land (however, for the avoidance of doubt, any Covenantor shall remain liable for any such antecedent breach following the transfer of its interest in the Burdened Land).

6. 12. Costs

- 6.1 The Covenantor will pay all costs directly or indirectly attributable to the preparation and registration of this Instrument.
- 6.2 The Covenantor will pay all costs directly or indirectly attributable to the enforcement and discharge of this Instrument.

View Instrument Details



Instrument No 11677745.17
Status Registered
Date & Time Lodged 17 April 2020 17:28
Lodged By Roberts, Philippa Jean
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
764112	Otago
881705	Otago

Annexure Schedule Contains 3 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Philippa Jean Roberts as Covenantor Representative on 17/04/2020 09:56 AM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Philippa Jean Roberts as Covenantee Representative on 17/04/2020 09:56 AM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

REMARKABLE HEIGHTS LIMITED, QUEENSTOWN HILL DEVELOPMENTS LIMITED

Covenantee

REMARKABLE HEIGHTS LIMITED, QUEENSTOWN HILL DEVELOPMENTS LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant – Consent to Vesting	All of the Burdened Land	Lot 321 DP 505699 (RT 764112)	Lot 701 Deposited Plan 534603 (RT 881705)

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].

Annexure Schedule 1.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Annexure Schedule 1

Covenant Provisions

1. Road/Reserve Vesting

- 1.1 The Covenantor (in its capacity as Covenantee only) irrevocably consents to any part of the Benefited Land being vested or dedicated as any road or reserve (Road and/or Reserve) including (without limitation) any local purpose reserve for public utilities or esplanade reserve or strip, in the local authority, territorial authority, NZ Transport Agency (or any such replacement entity), or the Crown (each a Governing Body).
- 1.2 This clause will be deemed to be the Covenantor's consent required to allow the Roads and/or Reserves to be vested or dedicated as road (as applicable)(including under section 224(b)(i) of the Resource Management Act 1991 and section 114(2) of the Public Works Act). If required to do so by the Covenantee, the Covenantor will execute and return to the Covenantee in a timely manner any required consent to the vesting or dedication (as applicable) or easement surrender document in respect of this instrument and that part of the Benefited Land which is subject to the vesting or dedication (as applicable).
- 1.3 Any registered owner (Burdened Encumbrancee) of an encumbrance or mortgage instrument registered against the Burdened Land after the date of registration of this instrument will take their interest/s in the Burdened Land subject to the terms of this instrument and, in particular (without limitation to this clause) will be deemed to have given its consent to the vesting or dedication of any Road or Reserve (including under section 224(b)(i) of the Resource Management Act 1991 and section 114(2) of the Public Works Act 1981). The Covenantor will use reasonable endeavours to obtain any consents from any Burdened Encumbrancee to deposit or register any Survey Plan or easement surrender document in respect of that part of the Benefited Land which is subject to the vesting or dedication (as applicable).
- 1.4 The Covenantor consents to all or any part of the Benefited Land being declared to be road pursuant to Part 8 of the Public Works Act 1981 (as amended from time to time). The provisions of this clause shall constitute the written consent of the Covenantor for the purposes of section 114(2) of the Public Works Act 1981. If required to do so by the Covenantee, the Covenantor will execute and return to the Covenantee in a timely manner any required consent or easement surrender document in respect of that part of the Benefited Land which is subject to the declaration.
- 1.5 The Covenantor irrevocably appoints the Covenantee to be its lawfully authorised attorney to:
 - (a) execute any required consent or easement surrender document;
 - (b) obtain all required Burdened Encumbrancees consent registered over the Burdened Land,

as are necessary to deposit or register the Survey Plan if, in the sole opinion of the Covenantee, the Covenantor is not complying with these clauses 1.1 to 1.3 in a timely manner. No person dealing with the Covenantee as attorney in its capacity under this clause needs to enquire if the Covenantee is validly exercising its power as attorney under this clause. For the avoidance of doubt, this clause 1.5 does not apply to a Governing Body.
- 1.6 Nothing contained in this Instrument shall apply to any Covenantor that is a Governing Body and this Instrument is deemed to be temporarily surrendered against any part of a Burdened Lot while the registered owner of that part of a Burdened Lot is a Governing Body.

View Instrument Details



Instrument No 11813420.6
Status Registered
Date & Time Lodged 26 November 2020 14:50
Lodged By Ogilvie, Sarah Grant
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
941031	Otago
941032	Otago
941033	Otago
941034	Otago
941035	Otago
941036	Otago
941037	Otago
941038	Otago
941039	Otago
941040	Otago
941041	Otago
941042	Otago
941043	Otago
941044	Otago
941046	Otago
941047	Otago

Annexure Schedule Contains 4 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Benjamin Jon King as Covenantor Representative on 13/10/2020 10:24 AM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Benjamin Jon King as Covenantee Representative on 13/10/2020 10:24 AM

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

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Form 26

Covenant Instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

QUEENSTOWN HILL DEVELOPMENTS LIMITED and REMARKABLE HEIGHTS LIMITED

Covenantee

QUEENSTOWN HILL DEVELOPMENTS LIMITED and REMARKABLE HEIGHTS LIMITED (as to RT 941046)
Grant Hylton HENSMAN, Phillip John HENSMAN, Lynda Mary Elizabeth HENSMAN (as to RT 941047)

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	All of the burdened land	Lots 128, 129, 160, 161, 163 – 167, 193 – 197 DP 548793 (RTs 941031 – 941044 (inclusive))	Lot 702 DP 548793 (RT 941046) Lot 703 DP 548793 (RT 941047)

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].

[Annexure Schedule 1].

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Annexure Schedule 1

1. Definitions

1.1 In this Annexure Schedule 1 the following definitions apply:

- 1.1.1 **Burdened Land** means the land described and shown on the front page of this Instrument as the Burdened Land.
- 1.1.2 **Covenantee** means the owner of the Benefited Land and their executors, administrators, assignees and successors in title from time to time.
- 1.1.3 **Covenantee's Land** means the land described as Lot 702 Deposited Plan 548793 contained in record of title 941046 and lot 703 Deposited Plan 548793 contained in record of title 941047;
- 1.1.4 **Covenantor** means the owner of the Burdened Land and their executors, administrators, assignees and successors in title from time to time.
- 1.1.5 **Lodge any Submission** means (without limitation) personally or through any agent or servant or directly or indirectly, lodge or support in any way any objection submission to any Planning Proposal and includes (without limitation) taking part in any planning hearing, appeal or reference arising in respect of a Planning Proposal whether as a party or otherwise.
- 1.1.6 **Planning Proposal** includes (without limitation) any application for resource consent and / or plan change and / or variation of any nature under the relevant District Plan or proposed District Plan.

2. General Covenants

2.1 The Covenantor covenants and agrees:

- 2.1.1 to observe and perform all Covenants at all times; and
- 2.1.2 to ensure that all occupiers, employees, contractors, invitees and anyone or thing that is present on the Burdened Land under the control of, or at the direction or invitation of the Covenantor, observes and performs all relevant and applicable covenants at all times; and
- 2.1.3 that the Covenants shall run with and bind the Burdened Land for the benefit of the Benefited Land.

3. No-Objection Covenants

3.1 The Covenantor covenants in relation to the Covenantee's Land that:

- 3.1.1 it will not, and will not encourage or support any other person to:
 - (a) object to or Lodge any Submission against any Planning Proposal;
 - (b) obtain an order, injunction or any other remedy;
 - (c) make any complaint against any contractor or any consultant, which relates to the Covenantee's Land.
- 3.1.2 if requested by the Covenantee, the Covenantor shall promptly give its unqualified and irrevocable:
 - (a) written approval (including any affected party approval under section 95E of the Resource Management Act 1991) to any Planning Proposal relating to the Covenantee's Land; and/or
 - (b) submission in support of any Planning Proposal, relating to the Covenantee's Land.

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

- (c) the Covenantor shall sign all documents and do all things required by the Covenantee to meet the Covenantor's obligation under this clause 3.

4. Enforcement

4.1 The Covenantor and Covenantee acknowledge and agree that:

- 4.1.1 This Instrument is subject to the Contract and Commercial Law Act 2017 and that the covenants contained in this Instrument that are intended to create obligations on the Covenantor, confer benefits on the Covenantee and are enforceable at the suit of the Covenantee.
- 4.1.2 The Covenantee may facilitate the observance of this Instrument by the Covenantor by taking all necessary steps to enforce its observance on behalf of any Covenantee.
- 4.1.3 The Covenantor irrevocably appoints the Covenantee to be its attorney and in its name and at its expense to do anything which the Covenantee considers necessary to enforce or attempt to enforce the Covenantee's rights of powers under this Instrument.
- 4.1.4 Without limiting the appointment made in clause 4.1.3, that appointment may specifically extend to the Covenantee issuing proceedings in the name of any Covenantee, provided that in doing so, the Covenantee indemnifies such Covenantee against all costs arising from or incidental to those proceedings.

4.2 The Covenantor acknowledges that the Covenantee shall not be liable to the Covenantor for any loss, damage, claim or expenses or a failure to enforce the Covenants set out in this Instrument.

4.3 In the event that the Covenantor fails to observe and perform the Covenants set out in this Instrument, a Covenantee shall have a right (but not an obligation) to do whatever may be reasonably required to remedy such failure on the part of the Covenantor, and the cost incurred by the Covenantee in remedying the default shall be refunded by the Covenantor to that Covenantee upon demand.

4.4 All notices relating to this Instrument are to be served in writing.

5. Liability

- 5.1 Without prejudice to the Covenantor's and Covenantee's other rights, this Instrument binds the Covenantor's and Covenantee's successors in title so that contemporaneously with the acquisition of any interest in the Burdened Land all such successors in title become bound to comply with this Instrument. However, the liability of any Covenantor under this Instrument is limited to obligations and liabilities that accrue during that Covenantor's time as registered proprietor of the Burdened Land and only in respect of that part of the Burdened Land owned by that Covenantor. A Covenantor will not be liable for any breach of this Instrument which occurs during any period prior to or after its term as registered proprietor of the Burdened Land (however, for the avoidance of doubt, any Covenantor shall remain liable for any such antecedent breach following the transfer of its interest in the Burdened Land).

6. Costs

- 6.1 The Covenantee will pay all costs directly or indirectly attributable to the preparation and registration of this Instrument.
- 6.2 The Covenantor will pay all costs directly or indirectly attributable to the enforcement and discharge of this Instrument.

View Instrument Details



Instrument No 12756610.8
Status Registered
Date & Time Lodged 02 October 2023 15:14
Lodged By Weinberg, Jessica Millen
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
1094402	Otago
1094403	Otago
1094404	Otago
1094405	Otago
1094406	Otago
1094407	Otago
1094408	Otago
1094409	Otago
1094410	Otago
1094411	Otago
1094412	Otago
1094413	Otago
1094414	Otago
1094415	Otago

Annexure Schedule Contains 5 Pages.

Covenantor Certifications

- I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Caveator under Caveat 12512834.1 has consented to this transaction, which is subject to the Caveat, and I hold that consent ☒

Signature

Signed by Jessica Millen Weinberg as Covenantor Representative on 12/10/2023 03:06 PM

Covenantee Certifications

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

Signature

Signed by Jessica Millen Weinberg as Covenantee Representative on 12/10/2023 03:06 PM

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

Form 26**Covenant Instrument to note land covenant**

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

Queenstown Hill Developments Limited and Remarkable Heights Limited

Covenantee

Queenstown Hill Developments Limited, Remarkable Heights Limited, Phillip John Hensman, Lynda Mary Elizabeth Hensman and Grant Hylton Hensman

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

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

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Non-opposition covenant	All of the Burdened Land	Lots 3-11, 15, 16, 18- 20, DP 576080 (inclusive) (RTs 1094402 – 1094415 (inclusive))	In gross

Covenant rights and powers (including terms, covenants and conditions)*Delete phrases in [] and insert memorandum number as required.**Continue in additional Annexure Schedule if required.*

The provisions applying to the specified covenants are those set out in Annexure Schedule 1.

Annexure Schedule 1

1. Introduction

- a. The Developer is developing Queenstown Hill.
- b. To ensure the Developer can complete the development of Queenstown Hill, the Developer intends all owners of the Burdened Land to be subject to the covenants set out in this Instrument.

2. Defined Terms

2.1. In this document:

- a. **Application** means any application, request or other preparation in relation to any planning or approval process under the Resource Management Act 1991, or other legislation, which enables or facilitates subdivision, use or development of land.
 - b. **Burdened Land** means the land shown on the front page of this Instrument as the Burdened Land.
 - c. **Council** means Queenstown Lakes District Council and/or as the context requires Otago Regional Council, or any successors.
 - d. **Covenantor** means the owner of all or any part or parts of the Burdened Land and their occupiers, invitees, executors, administrators, assignees, and successors in title from time to time.
 - e. **Covenantee** means the Covenantee noted on the front page of this Instrument and their nominees, executors, administrators, assignees, and successors in title from time to time.
 - f. **Covenants** means the covenants set out in this Instrument.
 - g. **Developer** means each of the Covenantees, at the date this Instrument is registered, and any other entity nominated by any of the Covenantees to succeed its rights and/or obligations under this Instrument.
 - h. **Developer's Balance Land** means all the land owned by the Developer or a related party of a Developer, including the land contained, or formerly contained in Records of Title 1035676, 952107 and 648115. If the Developer determines in its sole discretion (from time to time). The Developer's Balance Land:
 - i. will also include the whole or any part or parts of any of the following land specified by a Developer:
 - (a) any additional land which a Developer now or in the future owns, develops, or manages;
 - (b) any additional land which is now or in the future owned by another entity (such as a related company of a Developer) which a Developer manages or operates;
 - (c) any additional land which is now or in the future leased by or licensed to a Developer; and
 - (d) any additional land over which a Developer has, now or in the future, easement rights;
- and

- ii. will exclude the whole or any part or parts of any land specified by a Developer.
- i. **District Plan** means the means the Council's operative District Plan, at the relevant time (or similar planning document or instrument that applies to the Developer's Balance Land, as a replacement of the District Plan).
- j. **Instrument** means this covenant instrument creating the Covenants to be registered on the Burdened Land's record of title and all its amendments or variations.
- k. **Lodge any Submission** means personally or through any agent or servant or directly or indirectly, lodge or support in any way any objection submission to any Application and includes (without limitation) taking part in any planning hearing, appeal or reference arising in respect of an Application whether as a party or otherwise.
- l. **Lot** means all or any land contained in each separate record of title that has issued or will issue for the Burdened Land (and Lots shall have a corresponding meaning).
- m. **Lot Owner** means the registered owner of a Lot and any tenant, lessee, licensee, visitor or invitee of the Lot Owner.
- n. **Queenstown Hill** means the staged development and subdivision, incorporating residential aspects undertaken, and to be undertaken, by the Developer on the Developer's Balance Land.
- o. **Relevant Authority** means any government, local, statutory or non-statutory authority or body having jurisdiction over the Developer's Balance Land.
- p. **Subdivide** and **Subdivision** means the meaning ascribed to subdivision of land in Section 218(1) of the Resource Management Act 1991 or the equivalent section in any act replacing the Resource Management Act 1991.

3. General Covenants

- 3.1. The Covenantor covenants and agrees:
 - a. to observe and perform all Covenants at all times;
 - b. to ensure that all occupiers, employees, contractors, invitees and anyone or thing that is present on the Burdened Land under the control of, or at the direction or invitation of the Covenantor, observes and performs all relevant and applicable covenants at all times;
 - c. that the Covenants shall run with and bind the Burdened Land for the benefit of the Covenantant;
 - d. to cease any action taken in breach of these Covenants forthwith upon being requested by the Covenantant to cease such action;
 - e. to pay the Covenantant's actual costs incurred, including the Covenantant's legal costs (as between solicitor and client), of and incidental to the enforcement or attempted enforcement of the Covenantant's rights, remedies and powers under this Instrument; and
 - f. to indemnify the Covenantant against all claims and proceedings arising out of a breach by the Covenantor of any of its obligations set out in this instrument.
 - g. it will not register any instrument which conflicts with or derogates from the terms of this Instrument;
 - h. any failure by a party to enforce any clause in this Instrument, or any forbearance, delay or

indulgence granted by that party to any other party, will not be construed as a waiver of the first party's rights under this Instrument; and

- i. that the Covenantor shall not be liable to the Covenantor for any loss, damage, claim or expenses or a failure to enforce the covenants set out in this Instrument.

4. Non-Opposition

- 4.1. The Covenantor covenants for the benefit of the Covenantor and the Developers not to:
 - a. object to, impede or Lodge any Submission against any Application by a Covenantor or a Developer;
 - including in relation to any:
 - b. resource consent (including any variation) under the Resource Management Act 1991; or
 - c. designation procedure, change or variation to a District Plan;
 - d. other planning or approval process which facilitates or enables development, use, and/or subdivision of land; or
 - e. action to obtain any order, injunction or any other remedy, as they relate to the use and development of the Developer's Balance Land.
- 4.2. The Covenantor hereby gives written approval (including affected person's approval under the Resource Management Act 1991) in respect of any such Applications relating to the Developers' Balance Land. The Covenantor is entitled to provide a copy of this instrument to the Relevant Authority as evidence of the Covenantor's approval.
- 4.3. If requested by a Developer, the Covenantor will promptly give its unqualified:
 - a. written approval, to any application made by a Developer to the Relevant Authority relating to the Developer's Balance Land; and/or
 - b. submission in support to any plan change relating to the Developer's Balance Land and the ongoing operation of the same.
- 4.4. The Covenantor irrevocably nominates, constitutes and appoints any Developer(s) to be the true and lawful attorney of the Covenantor for the purposes of executing all documents and plans and performing all acts, matters and things as may be necessary (without limitation) to fulfil its obligations under clause 5.2 and 5.3. No person dealing with a Developer as the attorney under this clause needs to enquire if a Developer is validly exercising its power as attorney under this clause.
- 4.5. Without limiting clauses 5.2 to 5.4 (inclusive), the Covenantor will, if called upon to do so, enter into and execute a deed of appointment of power of attorney in favour of a Developer on the terms and for the purposes set out in this clauses 5.2 to 5.4 (inclusive).
- 4.6. Without limiting the above clauses, from the date of registration of this instrument, the Covenantor will not, and will not encourage others, to:
 - a. make any complaint against any contractor or any consultant engaged by a Developer (directly or indirectly) in relation to the Developer's Balance Land; or
 - b. object to or in any way restrict a Developer from completing all or any parts of the development of Queenstown Hill (including by objecting to or attempting to restrict any noise or vibration caused by any works).

5. Contracts and Commercial Law Act 2017

- 5.1. The Covenantor and Covenantee acknowledge and agree that this Instrument is subject to Section 12 of the Contracts and Commercial Law Act 2017 and that the covenants contained in this Instrument are intended to create obligations on the Covenantor and confer benefits on the Covenantee and the Developers and are enforceable by the Covenantee and/or the Developers.

6. Implied terms

- 6.1. No covenants by the Covenantor or by the Covenantor's successors in title are implied in this Instrument other than the covenants for further assurance implied by section 208 of the Land Transfer Act 2017.

7. Costs

- 7.1. The Covenantor will pay all costs directly or indirectly attributable to the enforcement and discharge of this Instrument.

8. Vesting

- 8.1. The Covenantee consents to any part of the Burdened Land being vested as any road or reserve (**Road and/or Reserve**) in the local authority, territorial authority, NZ Transport Agency (or any such replacement entity), or the Crown (each a **Governing Body**). The Covenantee further consents to all or any part of the Burdened Land being declared to be road pursuant to Part 8 of the Public Works Act 1981 (as amended from time to time).
- 8.2. This clause will be deemed to be the Covenantee's consent required to allow the Road and/or Reserves being vested or declared as road or reserve, as applicable, (including under section 224(b)(i) of the Resource Management Act 1991 and section 114(2) of the Public Works Act 1981).
- 8.3. The Covenantor and Covenantee agree that the rights and obligations under this instrument shall cease to apply and this instrument is deemed terminated in respect of any Road and/or Reserve immediately upon Land Information New Zealand's (LINZ) survey approval of the survey plan which provides for such vesting (Survey Plan).
- 8.4. If LINZ or a Governing Body determine that further written consent is required pursuant to this clause 8, the Covenantee will (upon request by the Covenantor) execute and return in a timely manner any required consent, covenant surrender document or any other document required in respect of this instrument to allow for any part of the Land to vest as Road and/or Reserve (as applicable). This paragraph 8.4 shall not apply to any Covenantee that is a Governing Body to the intent that a Governing Body is not required to provide a written consent or surrender document.

View Instrument Details



Instrument No 12756610.2
Status Registered
Date & Time Lodged 02 October 2023 15:14
Lodged By Weinberg, Jessica Millen
Instrument Type Variation of Consent Notice Condition under s221(5) Resource Management Act 1991



Affected Records of Title	Land District
---------------------------	---------------

1035676	Otago
1035674	Otago
1035675	Otago

Affected Instrument	Consent Notice under s221(4)(a) Resource Management Act 1991 12371235.8
----------------------------	---

Annexure Schedule Contains 3 Pages.

Signature

Signed by Jessica Millen Weinberg as Territorial Authority Representative on 02/10/2023 11:50 AM

*** End of Report ***

IN THE MATTER of Section 221(3) of the
Resource Management Act 1991

AND

IN THE MATTER of a Variation of Consent
Notice 12371235.8

**VARIATION OF CONSENT
NOTICE PURSUANT TO
SECTION 221 OF THE RESOURCE
MANAGEMENT ACT 1991**

QLD001860 7591181.1
219290.1004 13479963.1

IN THE MATTER of Section 221(3) of the
Resource Management Act 1991

AND

IN THE MATTER of a Variation of Consent
Notice 12371235.8

BACKGROUND

- a) Consent Notice 12371235.8 (**Consent Notice**) is registered against land contained in Lots 1, 2 and 703 DP 571490 and comprising records of title 1035674, 1035675 and 1035676.
- b) The Consent Notice was imposed as a condition of consent of RM081212 granted by the Queenstown Lakes District Council (**Council**).
- c) Lot 703 DP 571490 comprising record of title 1035676 (**Balance Lot**), has subsequently been subdivided into the followings Lots:
 - Lot 3 DP 576080 comprised in record of title 1094402
 - Lot 4 DP 576080 comprised in record of title 1094403
 - Lot 5 DP 576080 comprised in record of title 1094404
 - Lot 6 DP 576080 comprised in record of title 1094405
 - Lot 7 DP 576080 comprised in record of title 1094406
 - Lot 8 DP 576080 comprised in record of title 1094407
 - Lot 9 DP 576080 comprised in record of title 1094408
 - Lot 10 DP 576080 comprised in record of title 1094409
 - Lot 11 DP 576080 comprised in record of title 1094410
 - Lot 15 DP 576080 comprised in record of title 1094411
 - Lot 16 DP 576080 comprised in record of title 1094412
 - Lot 18 DP 576080 comprised in record of title 1094413
 - Lot 19 DP 576080 comprised in record of title 1094414
 - Lot 20 DP 576080 comprised in record of title 1094415
- d) The Consent Notice provided that at the time of further subdivision of the Balance Lot in conjunction with future stages of RM081212 (or subsequent resource consent), condition e) may be varied or replaced with new condition(s) to reflect the recommendations of any additional, lot specific geotechnical reporting completed for the site and that this may be dealt with as part of the s224c certification process for future stages of the RM081212 subdivision.
- e) Council has agreed to vary condition e) of the Consent Notice on the basis that the Balance Lot is being subdivided as detailed above, pursuant to subdivision consent RM081212 and RM200703, so that it applies to Lots 4 and 4 DP 576080 (being created in stage 4C of the subdivision).

OPERATIVE PART

Consent Notice 12371235.8 as it relates to the land contained in Lot 703 DP 551240 comprising record of title 1035676 is varied as follows:

QLD001860 7591181.1
219290.1004 13479963.1

- 1) Condition e) of Consent Notice 12371235.8 is amended to read as follows (deleted text struck-through, added text **bold** and underlined):

The following condition shall apply to Lots 2 **DP 571490** ~~& 703~~ and to Lots 4 and 5 **DP 576080**:

- e) A subsoil drain constructed as part of the subdivision earthworks is present within ~~Lot 703~~ **Lots 4 and 5 DP 576080 (comprising records of title 1094403 and 1094404)** and located in close proximity to the eastern boundary of Lot 2 **DP 571490**. Development that influences or results in modification of the subsoil drain is acceptable provided the location of the subsoil drain is considered at the detailed design stage for any future development on Lots—2 **DP 571490** or ~~703~~ **Lots 4 and 5 DP 576080**. Engineering assessment and design solutions will be required to ensure the drain and any associated seepage is appropriately managed and incorporated in to the earthworks design and development drainage scheme. Refer to Geosolve Limited “Geotechnical Completion Report” (Geosolve Ref: 150639, Revision 1, dated 27/06/2022) for full details of the subsoil drain location and recommendations for future development.
- 2) All other conditions of consent notice 12371235.8 shall continue to apply.

Dated this 29th day of September 2023

SIGNED for and on behalf of
the **QUEENSTOWN LAKES**
DISTRICT COUNCIL under
delegated authority by Acting Resource
Management Engineering Manager


Michael Wardill



Visitor Accommodation Management Plan

53A Angelo Drive, Frankton

1.0 Purpose

The purpose of this Visitor Accommodation Management Plan (VAMP) is to provide a foundation for avoiding adverse effects resulting from the use of the residential unit at 53A Angelo Drive, Frankton for Residential Visitor Accommodation. This plan also contains a Noise Management Plan (NMP) - designed to assist in achieving compliance with the relevant Visitor Accommodation noise standards of the District Plan (as of July 2025):

- Daytime 0800 – 2000 hours: 50dBA L_{Aeq} (15 min)
- Night-time 2000 – 0800 hours: 40dBA L_{Aeq}

Noise levels shall be measured and assessed in accordance with NZS 6801:2008 and NZS6802:2008.

2.0 Property Manager Details

The current (2025) Local Property Manager is **TBC** and can be contacted as follows:

Name: **TBC**

Address for Service: **TBC**

Phone: **TBC**

Email: **TBC**

3.0 Property Manager Responsibilities

The Property Manager is responsible for the following matters:

On Booking and Prior to Check-In

- Advising guests of the sleeping configuration/bed availability for the dwelling.
- Advising guests how to safely access the site and where to park. **This shall include specific instructions that guests must park on the property (within the 2x dedicated on-site car parks) at all times, and to avoid on-street car parking.**
- Advising guests that coaches cannot pick-up, drop-off, or park at the site.
- Advising guests that a dedicated mobility car park is not available on the site, nor in the area. However, guests will be advised that the mobility guests can be easily loaded/unloaded into a vehicle within the garage – but that there are stairs that need to be navigated within the residence.

On Check-In

- To provide the guests with a copy of the “House Rules” (as set out in Section 4.0 of the VAMP);
- To check that the number of guests does not exceed a total of eight (8) over the property. This shall be either the entire property rented to one (1) group of maximum eight (8) guests; or the principal dwelling rented to one (1) group of maximum four (4) guests; and the residential flat rented one (1) group of maximum (4) guests.
- To check that the on-site compendium contains a copy of the House Rules, and a copy of the conditions of resource consent.
- To ensure guests are familiar with the car parking arrangement for the site. **This shall include specific instructions that guests must park on the property (within the 2x dedicated on-site car parks) at all times, and to avoid on-street car parking.**

On Servicing & Other Visits

- To ensure that rubbish & recycling bins do not remain on the street for more than 24 hours
- To ensure the maximum number of guests does not exceed a total of eight (8) over the property. This shall be either the entire property rented to one (1) group of maximum eight (8) guests; or the principal dwelling rented to one (1) group of maximum four (4) guests; and the residential flat rented one (1) group of maximum (4) guests.

4.0 House Rules

- i) All guest car parking must be on the property within the dedicated car parks within the first instance. Guests must seek to avoid or minimise on-street parking.
- ii) There shall be no more than eight (8) guests present on the property at any one time. This shall be either the entire property rented to one (1) group of maximum eight (8) guests; or the principal dwelling rented to one (1) group of maximum four (4) guests; and the residential flat rented one (1) group of maximum (4) guests.
- iii) There shall be no use of any outdoor living areas between 10 pm and 7 am.
- iv) Be courteous of neighbours. There shall be no undue nuisance or noise to neighbours or the local community.
- v) Any noisy activities should only occur inside after 8 pm with windows and doors closed.
- vi) Rubbish/recycling bins are to go out on the evening before collection, or the morning of collection (before 7.00am) and be brought back in as soon as possible after being emptied (unless rubbish/recycling is collected privately by the Property Manager).
- vii) There shall be no sleeping on sofas.
- viii) There shall be no use of illegal substances or conduct of illegal activities at the property.

5.0 Noise Management Plan

This NMP will set out specific methods and procedures to be undertaken by the owner/manager of the Residential Visitor Accommodation (RVA).

5.1 Noise Management Procedures

- 5.1.1 The manager of the RVA shall advise guests prior to moving in that the building is located within a residential area and request that they respect this by keeping noise levels to a reasonable level, especially between the hours of 8.00 pm to 8.00 am.

- 5.1.2 The manager of the RVA shall provide their phone contact number to all guests and be contactable within a reasonable period of time.

5.2 Specific Noise Mitigation Measures

- 5.2.1 The manager of the RVA shall advise guests that they are not to play amplified sound from the outdoor living area between the hours of 8.00 pm – 8.00 am, and that the outdoor living area is not to be used between 10.00 pm – 7.00 am. Amplified sound includes but is not limited to amplified speakers (musical or otherwise) and musical instruments. The outdoor living area is defined as the area shown in Figure 1, highlighted in purple, and does not include the interior of the dwelling.
- 5.2.2 The consent holder shall erect signs (minimum A4 size) on site to remind guests that they are in a residential area and to keep noise to a reasonable level, especially between the hours of 8.00 pm to 8.00 am. One sign shall be installed in the kitchen and one weatherproof sign (i.e. laminated or plastic) shall be installed within outdoor living area. Another sign shall also be installed within each spa pool area. The outdoor signs shall also state that no amplified sound/music is to be played from the outdoor living area between the hours of 8pm – 8am, and that the area is to be vacated between 10pm – 7am.

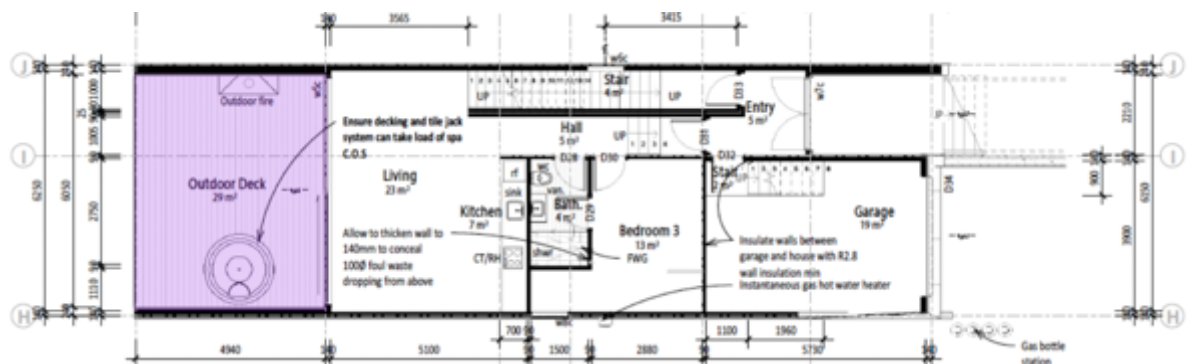


Figure 1 - Outdoor Living Area (Exterior Spa Pool Not Shown)

5.3 Complaint Procedures

- 5.3.1 Should a complaint be received in relation to the RVA activity on the site, including from the Council or its Enforcement Officers, neighbours, or any other party, the RVA manager shall take the following steps:
- Take written note of the complaint.
 - Investigate the complaint and update the complaints register.
 - Decide on any actions, if necessary, that need to be taken to prevent further complaints of the same nature.
 - Review the Noise Management Plan to ensure the specified noise mitigation methods remain the best practice to avoid future noise complaints.
 - Respond to the complainant and advise them of the outcome of the above processes.
 - Details of all complaints (including any remedial actions taken) shall be kept for at least the preceding 5 years and any complaints received shall be forwarded to the Council Monitoring Department for monitoring purposes within 48 hours of the complaint being received.
 - The complaint register shall be made available for inspection by the Council at all times.

5.4 Review of Noise Management Plan

- 5.4.1 This NMP shall be reviewed on an annual basis to ensure the specified objectives and methods to ensure the minimisation of noise remain best-practice.

- 5.4.2 This review shall be completed no later than 30 December of each year.
- 5.4.3 Should any changes to this NMP result from the review process, the amended NMP shall be submitted to the Council's Monitoring Planner for certification.
- 5.4.4 As part of this annual review, a letter drop shall be undertaken to all neighbouring property owners – identified by a red 'X' in Figure 2 below, plus 53B and 53C Angelo Drive. This letter shall advise each neighbouring unit owner of the contact details of the current manager of the RVA activity and invite neighbours to contact this manager should they have any questions or complaints.



Figure 2 – Neighbours to Receive An Annual Letter



Visitor Accommodation Management Plan

53C Angelo Drive, Frankton

1.0 Purpose

The purpose of this Visitor Accommodation Management Plan (VAMP) is to provide a foundation for avoiding adverse effects resulting from the use of the residential unit at 53C Angelo Drive, Frankton for Residential Visitor Accommodation. This plan also contains a Noise Management Plan (NMP) - designed to assist in achieving compliance with the relevant Visitor Accommodation noise standards of the District Plan (as of July 2025):

- Daytime 0800 – 2000 hours: 50dBA L_{Aeq} (15 min)
- Night-time 2000 – 0800 hours: 40dBA L_{Aeq}

Noise levels shall be measured and assessed in accordance with NZS 6801:2008 and NZS6802:2008.

2.0 Property Manager Details

The current (2024) Local Property Manager is **TBC** and can be contacted as follows:

Name: **TBC**

Address for Service: **TBC**

Phone: **TBC**

Email: **TBC**

3.0 Property Manager Responsibilities

The Property Manager is responsible for the following matters:

On Booking and Prior to Check-In

- Advising guests of the sleeping configuration/bed availability for the dwelling.
- Advising guests how to safely access the site and where to park.
- Advising guests that coaches cannot pick-up, drop-off, or park at the site. **This shall include specific instructions that guests must park on the property (within the 2x dedicated on-site car parks) at all times, and to avoid on-street car parking.**
- Advising guests that a dedicated mobility car park is not available on the site, nor in the area. However, guests will be advised that the mobility guests can be easily loaded/unloaded into a vehicle within the garage – but that there are stairs that need to be navigated within the residence.

On Check-In

- To provide the guests with a copy of the “House Rules” (as set out in Section 4.0 of the VAMP);
- To check that the number of guests does not exceed a total of eight (8) over the property. This shall be either the entire property rented to one (1) group of maximum eight (8) guests; or the principal dwelling rented to one (1) group of maximum four (4) guests; and the residential flat rented one (1) group of maximum (4) guests.
- To check that the on-site compendium contains a copy of the House Rules, and a copy of the conditions of resource consent.
- To ensure guests are familiar with the car parking arrangement for the site. **This shall include specific instructions that guests must park on the property (within the 2x dedicated on-site car parks) at all times, and to avoid on-street car parking.**

On Servicing & Other Visits

- To ensure that rubbish & recycling bins do not remain on the street for more than 24 hours
- To ensure the maximum number of guests does not exceed a total of eight (8) over the property. This shall be either the entire property rented to one (1) group of maximum eight (8) guests; or the principal dwelling rented to one (1) group of maximum four (4) guests; and the residential flat rented one (1) group of maximum (4) guests.

4.0 House Rules

- i) All guest car parking must be on the property within the dedicated car parks within the first instance. Guests must seek to avoid or minimise on-street parking.
- ii) There shall be no more than eight (8) guests present on the property at any one time. This shall be either the entire property rented to one (1) group of maximum eight (8) guests; or the principal dwelling rented to one (1) group of maximum four (4) guests; and the residential flat rented one (1) group of maximum (4) guests.
- iii) There shall be no use of any outdoor living areas between 10 pm and 7 am.
- iv) Be courteous of neighbours. There shall be no undue nuisance or noise to neighbours or the local community.
- v) Any noisy activities should only occur inside after 8 pm with windows and doors closed.
- vi) Rubbish/recycling bins are to go out on the evening before collection, or the morning of collection (before 7.00am) and be brought back in as soon as possible after being emptied (unless rubbish/recycling is collected privately by the Property Manager).
- vii) There shall be no sleeping on sofas.
- viii) There shall be no use of illegal substances or conduct of illegal activities at the property.

5.0 Noise Management Plan

This NMP will set out specific methods and procedures to be undertaken by the owner/manager of the Residential Visitor Accommodation (RVA).

5.1 Noise Management Procedures

- 5.1.1 The manager of the RVA shall advise guests prior to moving in that the building is located within a residential area and request that they respect this by keeping noise levels to a reasonable level, especially between the hours of 8.00 pm to 8.00 am.



Rev	Date	Description
A	19.02.24	Preliminary

- NOTE:
- The site has not been tested and it is assumed the ground min ultimate bearing *capacity* of 300 kPa. If unsure allow to engage an engineer to inspect soil bearing before construction. If bearing is not to NZS 3604, 3.1.2 **Foundations** and 3.1.3 **Determination of good ground**, allow to contact structural engineer for further detailing.
 - Final position of residence to be confirmed on site.
 - The Contractor shall verify all dimensions on site before commencing construction. Do not scale off drawings.
 - Run new Ø25mm water supply from water toby box to residence. Confirm location on site before construction.
 - Confirm location of power supply and telephone supply run in common trench 500mm underground to residence.
 - It is the responsibility of the contractor to ensure that the building does not breach the relevant height, boundary setbacks or any other conditions attached to permitted activities in the applicable district plan, as indicated on the documents
 - If boundaries are not clearly defined and contractor is unsure of relevant height restrictions provide a certificate prepared by a registered surveyor that the set-out is complete and that the building is accurately placed on the site and that the building complies with all suitable clause's in applicable district plan and as detailed on the documents.
 - During construction provide a certificate, prepared by the same registered surveyor confirming the set-out of the foundations and grid lines.
 - While it remains the contractor's responsibility to set out the works accurately and correctly and to confirm any changes from the approved location with the territorial authority, obtain the owner's written confirmation that they have sighted the proposed building location, site datum and profiles, before commencing any further work.
 - Confirm and finalise slab F.F.L. with Drainlayer and Surveyor to ensure a 1:60 min. fall is achieved to foul connection

Legal Description
53 Angelo Drive
Queenstown
LOT 4
DP 576080
Valuation number - 2910321448

Site Coverage
Site Area = 936m²
Proposed building site coverage =
House A = 115m²
House B = 127m²
House C = 127m²
369m² - 39% (Floor Footprint Area over foundation)

Proposed impermeable surface coverage = 402m² - 42%

Zoning
Wind = very high
Elevation = 442m
Snow = 1.5kPa
Earthquake = Zone 3
Corrosion = Zone B
Zone = Lower Density Suburban Residential
Climate = Zone 6
Rainfall Intensity = 20-30mm
Classification = Detached Dwelling

Proposed Setout point
A - Relative to Lower floor foundation

Inspection opening within 1.0 m of connection

Locate and Foul drain to existing
Foul drain to council approval -
Confirm location & invert level before construction & excavation (Refer to Resource consent of any additional requirements) Refer to House A lower Floor drainage plan for continuation

Locate and Connect new storm water drain to existing stormwater drain to council approval - **Confirm location & invert level before construction & excavation (Refer to Resource consent of any additional requirements) Refer to House A Roof Plan for continuation**

Proposed House A Site Plan

1 : 200

LEE HOUSES

11th April 2024

This document is the copyright of Hofmans Architects Limited and shall not be used without prior written permission from Hofmans Architects Limited

53 ANGELO DRIVE, FRANKTON

HOFMANS ARCHITECTS LIMITED
59 Buckingham Street, PO Box 201
Arrowtown 9351, New Zealand
Phone 021 127 9598/Email mh@hofmans.co.nz
www.hofmans.co.nz

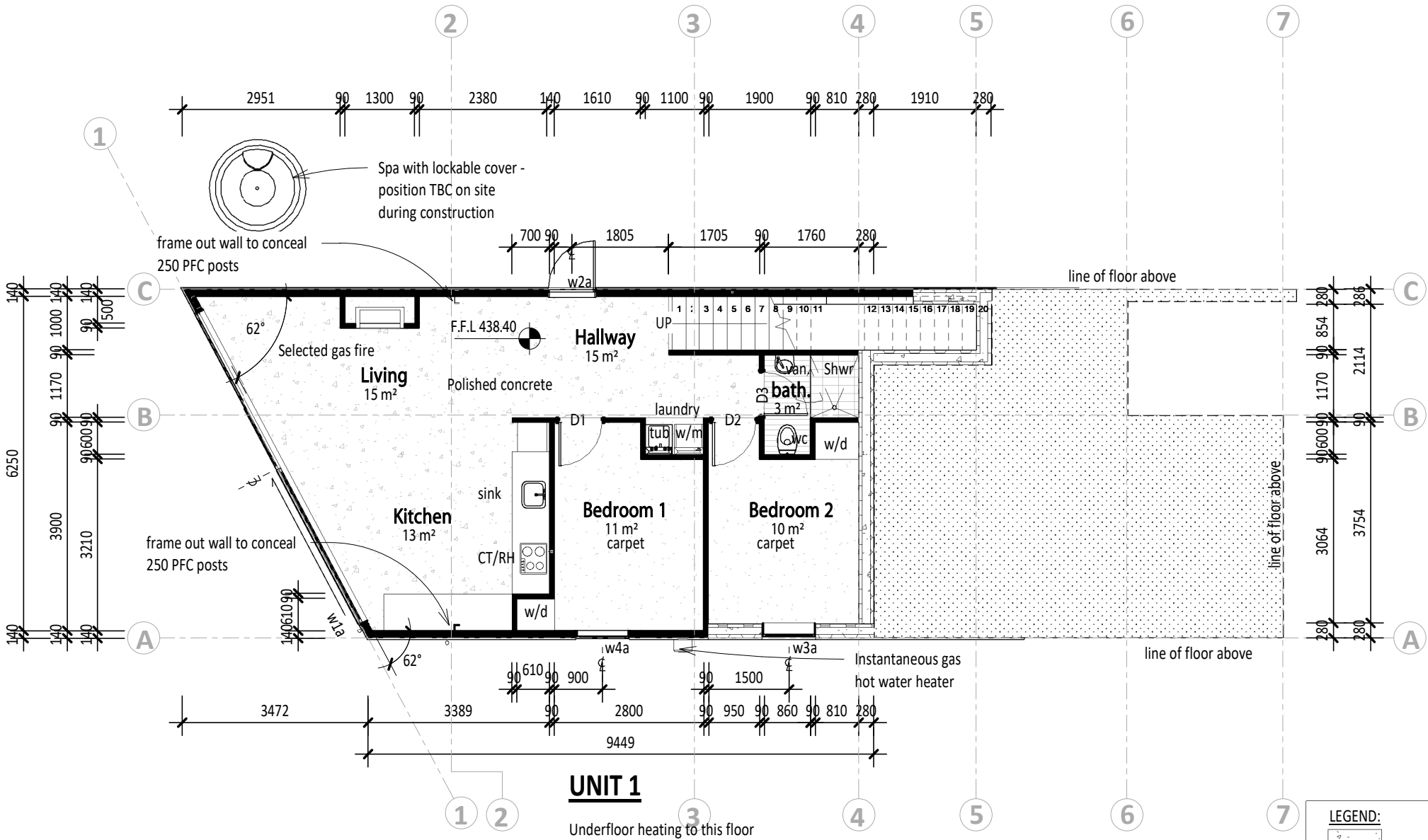
HOFMANS
ARCHITECTS
EST 1997 - ARROW TOWN

17/05/2024 7:32:57 am

Rev	Date	Description
A	19.02.24	Preliminary

- NOTE:
- All timber to be SG 8 unless specified otherwise.
 - Hard surfaced landscaping to entry finished 150mm max from finished floor level. Surface to have a slip resistance have a mean coefficient of friction, of not less than 0.4
 - Proprietary shower screens, formed to shape with 8mm Tempafloat, complete with matching hardware.
 - Food preparation surfaces shall be easily maintained in a hygienic condition. Stainless steel, decorative high pressure laminate, and tiles are examples of suitable materials for these surfaces.
 - Provide a minimum illuminance of 20 lux at floor level to all access routes except stairway which shall have a minimum of 100 lux at tread level.

- STAIR NOTE:
- Main private Stair**
Max Riser= 190mm
Min Tread = 280mm
Handrail 900mm above stair nosings
- Secondary Private Stair**
Max Riser= 200mm
Min Tread = 250mm
Handrail 900mm above stair nosings



Proposed House A Lower Floor Plan

1 : 100 Floor Area = 70m²

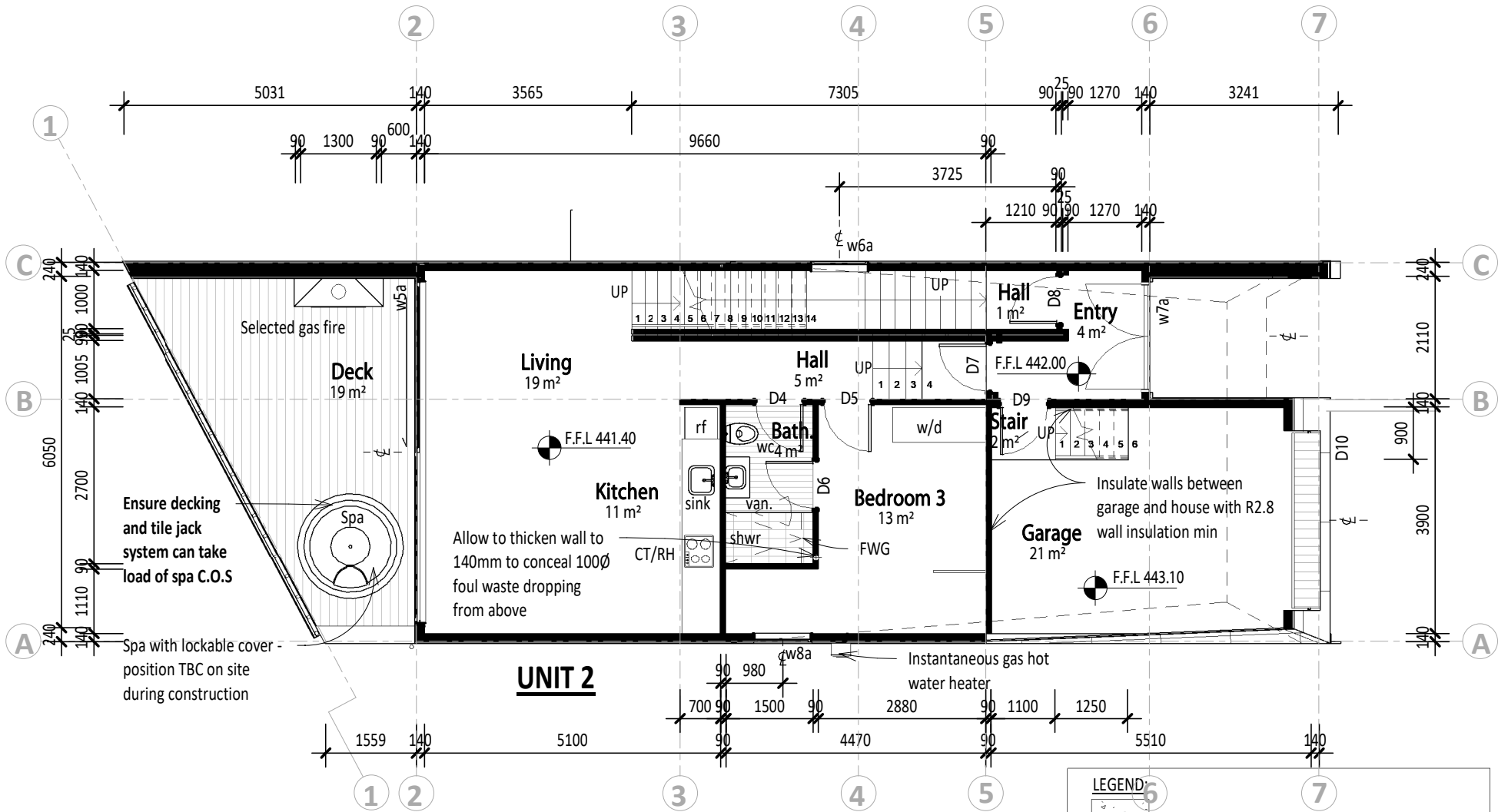
LEE HOUSES

53 ANGELO DRIVE, FRANKTON

Rev	Date	Description
A	19.02.24	Preliminary

- NOTE:
- All timber to be SG 8 unless specified otherwise.
 - Hard surfaced landscaping to entry finished 150mm max from finished floor level. Surface to have a slip resistance have a mean coefficient of friction, of not less than 0.4
 - Proprietary shower screens, formed to shape with 8mm Tempafloat, complete with matching hardware.
 - Food preparation surfaces shall be easily maintained in a hygienic condition. Stainless steel, decorative high pressure laminate, and tiles are examples of suitable materials for these surfaces.
 - Provide a minimum illuminance of 20 lux at floor level to all access routes except stairway which shall have a minimum of 100 lux at tread level.

- STAIR NOTE:
- Main private Stair**
Max Riser = 190mm
Min Tread = 280mm
Handrail 900mm above stair nosings
- Secondary Private Stair**
Max Riser = 200mm
Min Tread = 250mm
Handrail 900mm above stair nosings



Proposed House A Mid Floor Plan

1 : 100 Floor area = 110m²

- LEGEND:
- Polished concrete
 - Selected carpet
 - Selected tile flooring
 - Selected outdoor paving
 - Selected hardwood timber flooring
 - Selected timber decking

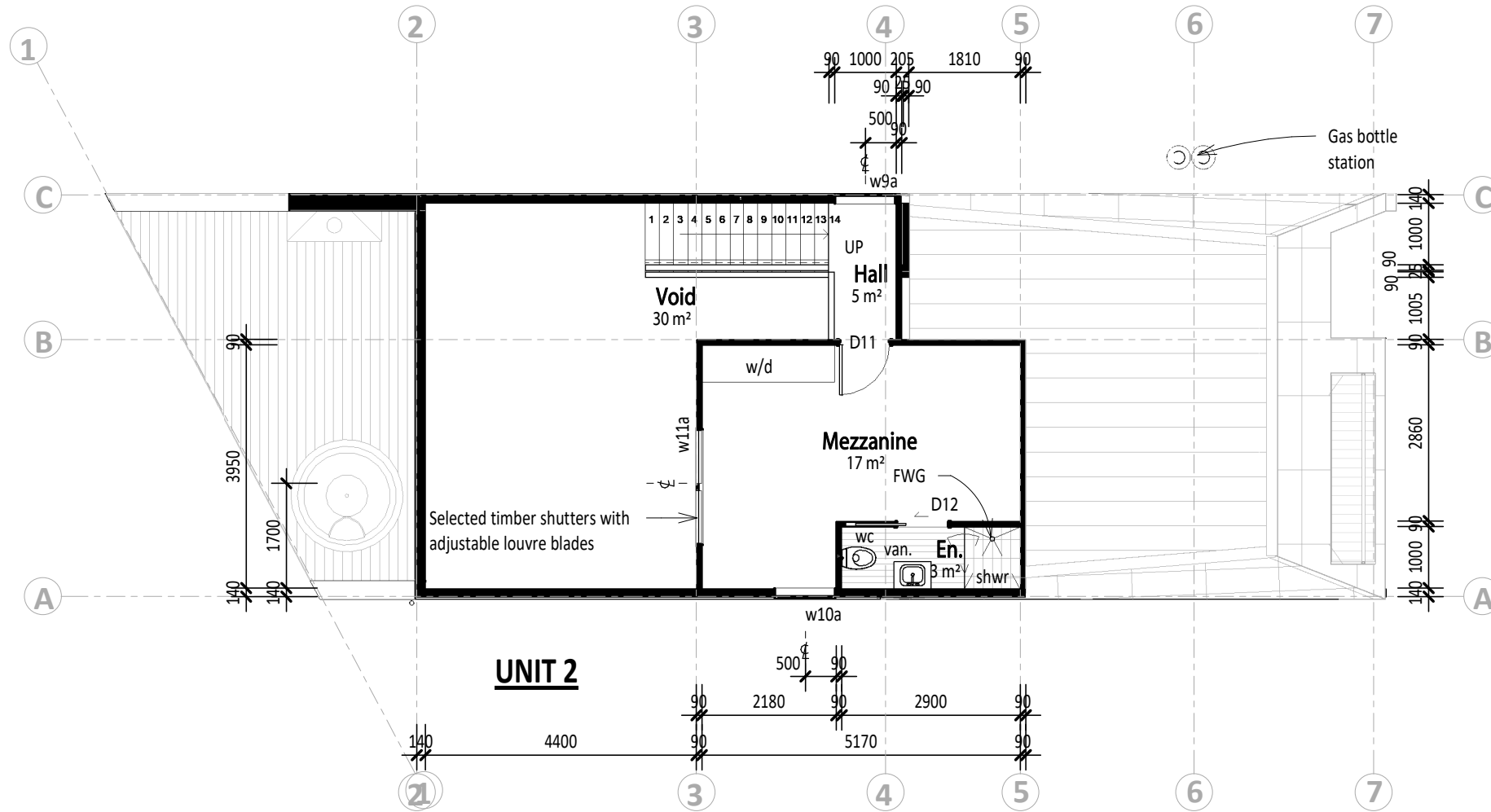
DRAWN	Author
CHECKED	MH
PRINT DATE	11 April 2024
DRAWING TITLE House A - Proposed Mid Floor Plan	
SCALE	1 : 100 At A3
DRG No.	REV
A2.10	A

LEE HOUSES

53 ANGELO DRIVE, FRANKTON

HOFMANS ARCHITECTS LIMITED
59 Buckingham Street, PO Box 201
Arrowtown 9351, New Zealand
Phone 021 127 9598/Email mh@hofmans.co.nz
www.hofmans.co.nz

HOFMANS ARCHITECTS
EST 1997 - ARROW TOWN



Proposed House A Upper Floor Plan

1 : 100

Upper Floor area = 23m²

- ☐ Polished concrete
- ☐ Selected carpet
- ☐ Selected tile flooring
- ☐ Selected outdoor paving
- ☐ Selected hardwood timber flooring
- ☐ Selected timber decking

Rev	Date	Description
A	19.02.24	Preliminary

NOTE:

1. All timber to be SG 8 unless specified otherwise.
2. Hard surfaced landscaping to entry finished 150mm max from finished floor level. Surface to have a slip resistance have a mean coefficient of friction, of not less than 0.4
3. Proprietary shower screens, formed to shape with 8mm Tempafloat, complete with matching hardware.
4. Food preparation surfaces shall be easily maintained in a hygienic condition. Stainless steel, decorative high pressure laminate, and tiles are examples of suitable materials for these surfaces.
5. Provide a minimum illuminance of 20 lux at floor level to all access routes except stairway which shall have a minimum of 100 lux at tread level.

STAIR NOTE:

Main private Stair

Max Riser= 190mm

Min Tread = 280mm

Handrail 900mm above stair nosings

Secondary Private Stair

Max Riser= 200mm

Min Tread = 250mm

Handrail 900mm above stair nosings

DRAWN	Author
CHECKED	MH
PRINT DATE	11 April 2024

DRAWING TITLE
House A - Proposed Upper
Floor Plan

SCALE	1 : 100	At A3
DRG No.		REV
A2.13		A

LEE HOUSES

11th April 2024

This document is the copyright of Hofmans Architects Limited and shall not be used without prior written permission from Hofmans Architects Limited

53 ANGELO DRIVE, FRANKTON

HOFMANS ARCHITECTS LIMITED
59 Buckingham Street, PO Box 201
Arrowtown 9351, New Zealand
Phone 021 127 9598/Email mh@hofmans.co.nz
www.hofmans.co.nz

HOFMANS
ARCHITECTS
EST 1997 - ARROW TOWN

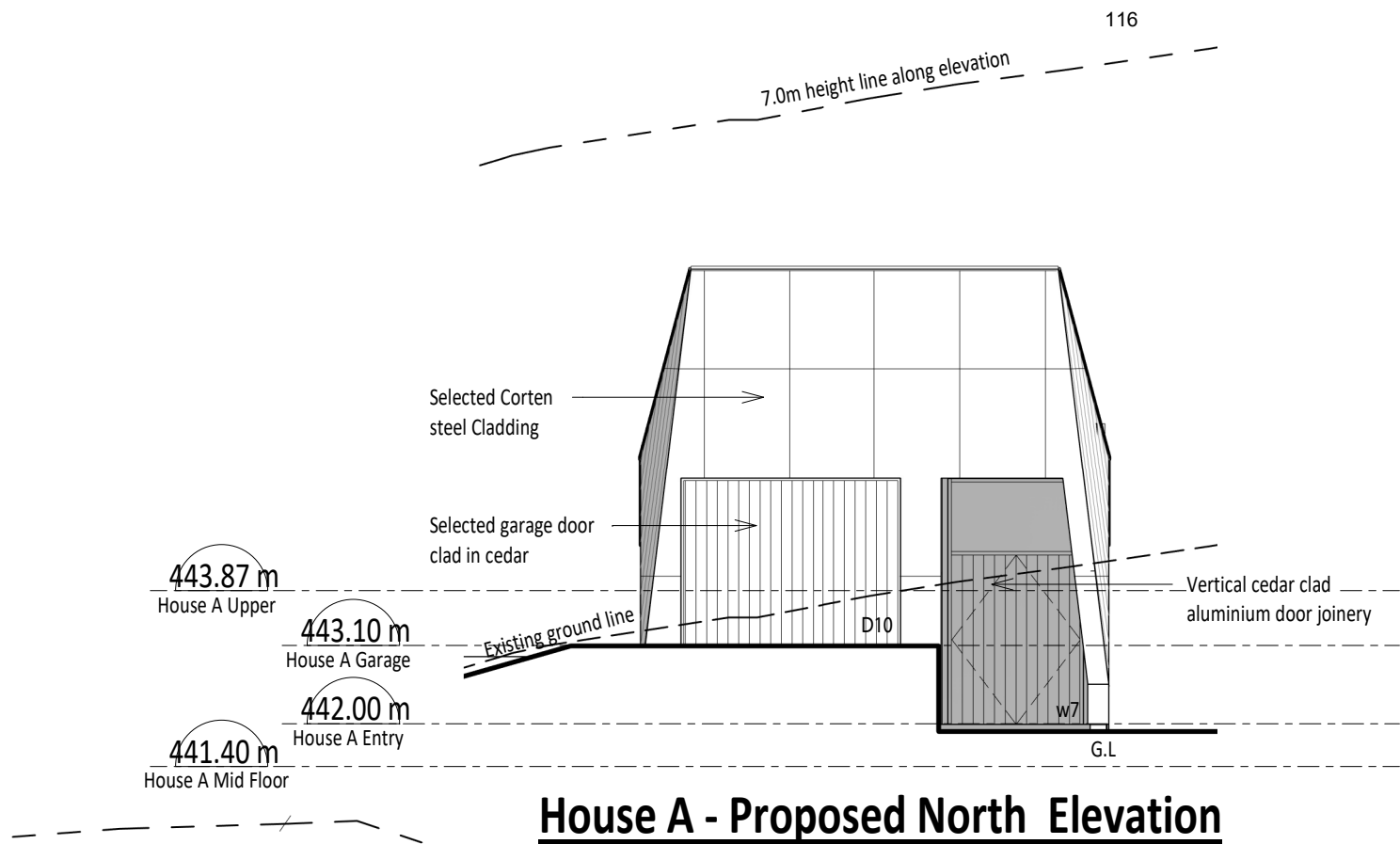
Rev	Date	Description
A	19.02.24	Preliminary

NOTE:

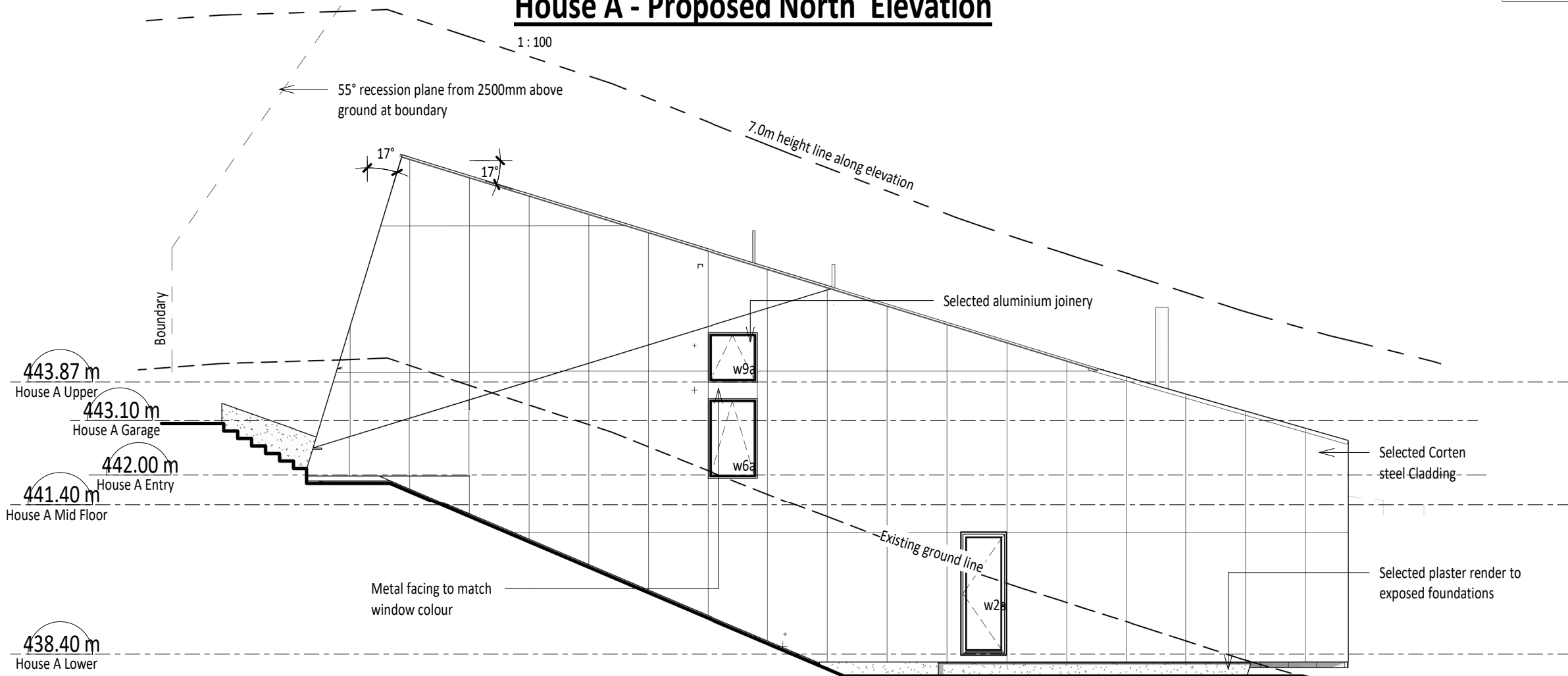
1. It is the responsibility of the contractor to ensure that the building does not breach the relevant height plane angle, maximum height, boundary set backs or any other conditions attached to permitted activities in the applicable district plan, as indicated on the documents. If unsure please engage a Registered Surveyor to verify that the building complies with all suitable clause's in the applicable district plan and as detailed on the documents.

2. Existing ground levels and foundation lines shown are indicative only and should not be used for pricing. Confirm on site **before** construction

3. **NOTE: CORTEN CLADDING AND ALPINE TRAY ROOFING SETOUT TO BE CONFIRMED ONSITE DURING CONSTRUCTION - SET OUT ON ELEVATIONS FOR ILLUSTRATION PURPOSES ONLY**



House A - Proposed North Elevation



House A - Proposed West Elevation

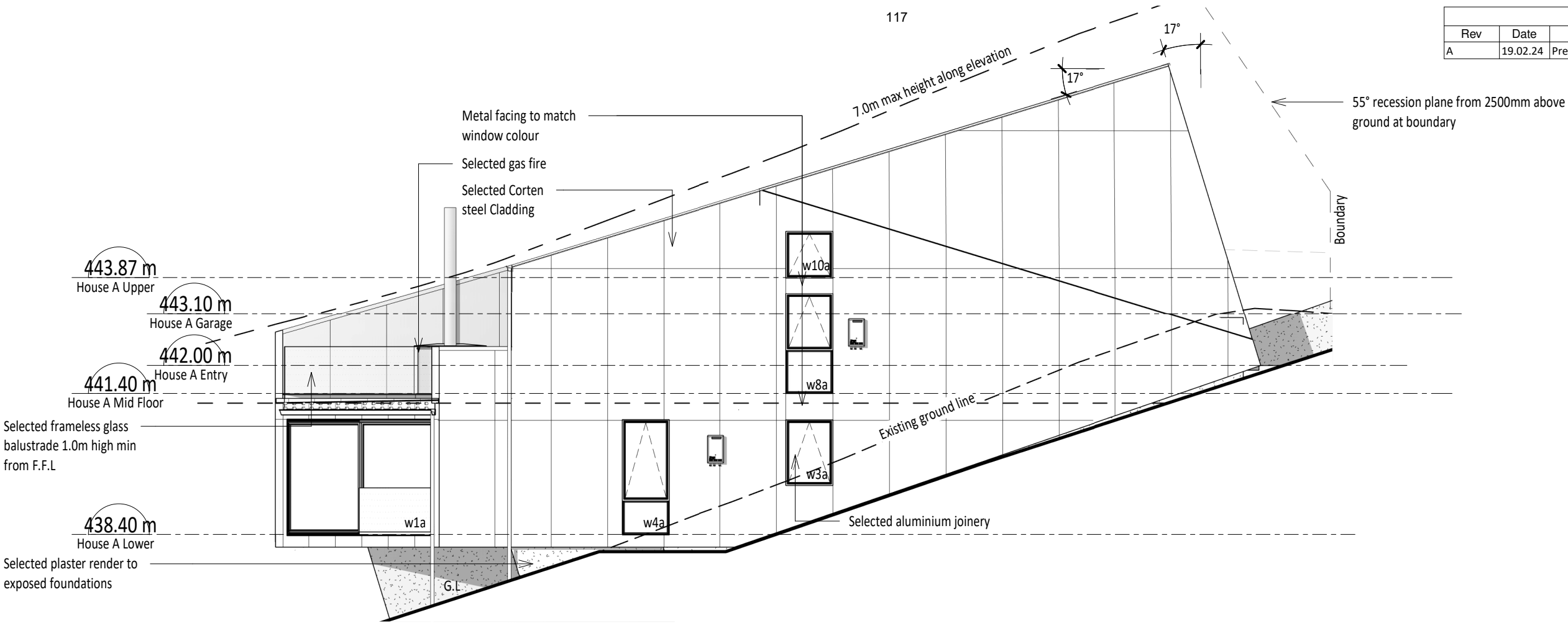
LEE HOUSES

1 : 100

53 ANGELO DRIVE, FRANKTON

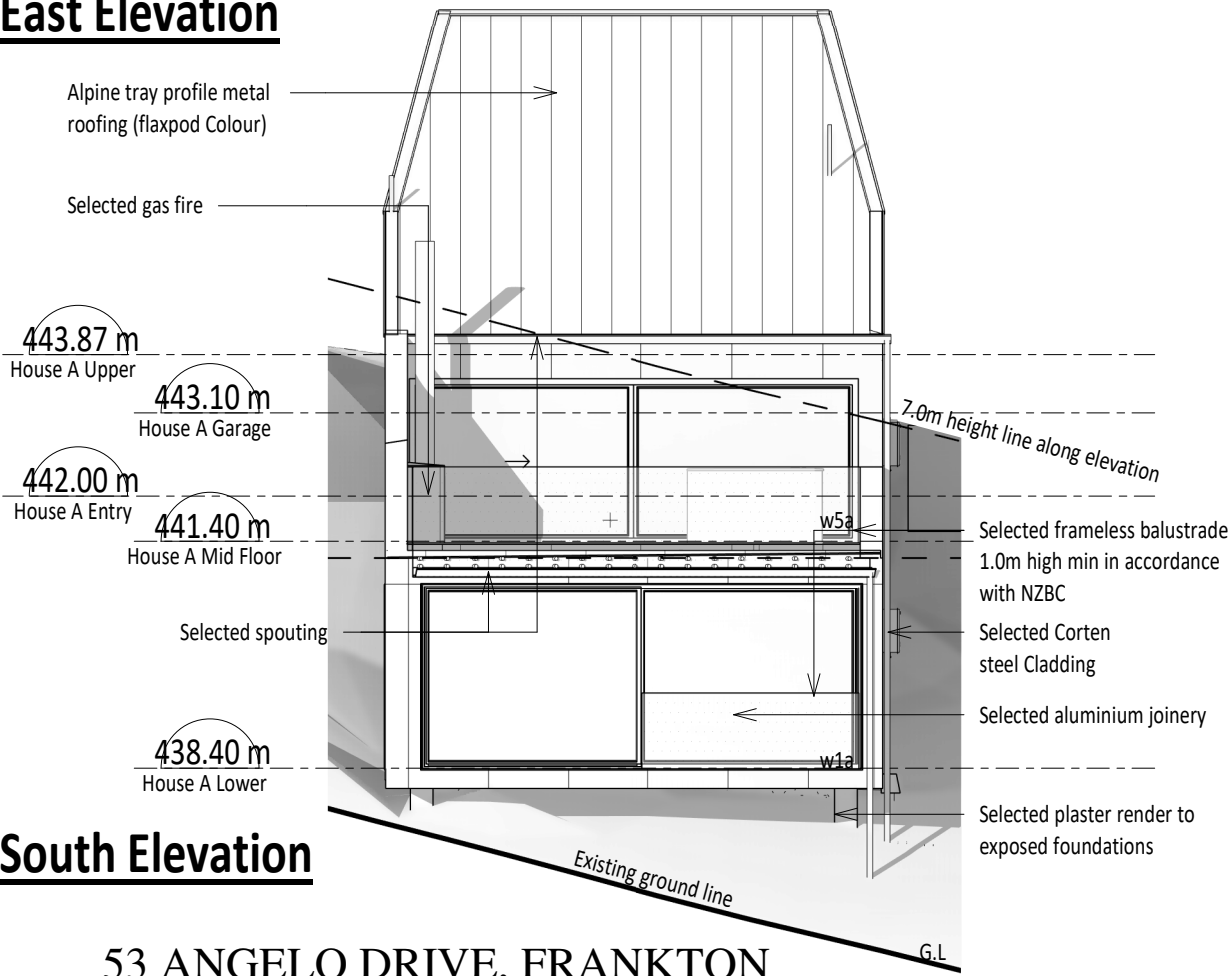
DRAWN	Author
CHECKED	MH
PRINT DATE	11 April 2024
DRAWING TITLE House A - Proposed Elevations	
SCALE	1 : 100 At A3
DRG No.	REV
A3.0	A

Rev	Date	Description
A	19.02.24	Preliminary



House A - Proposed East Elevation

1 : 100



House A - Proposed South Elevation

1 : 100

LEE HOUSES

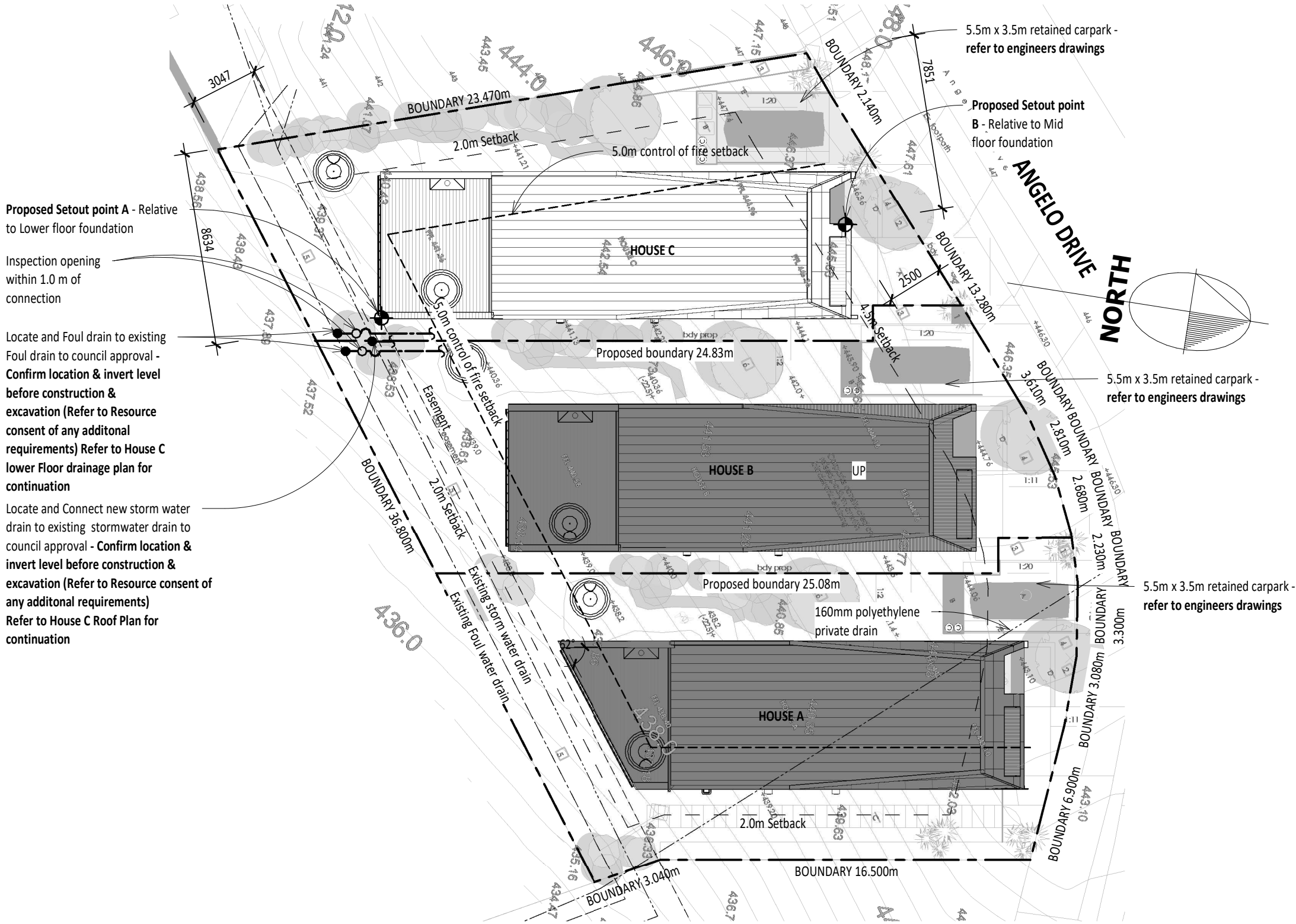
53 ANGELO DRIVE, FRANKTON

DRAWN	Author
CHECKED	MH
PRINT DATE	11 April 2024
DRAWING TITLE House A - Proposed Elevations	
SCALE	1 : 100 At A3
DRG No.	REV
A3.1	A

HOFMANS ARCHITECTS LIMITED
59 Buckingham Street, PO Box 201
Arrowtown 9351, New Zealand
Phone 021 127 9598/Email mh@hofmans.co.nz
www.hofmans.co.nz

HOFMANS
ARCHITECTS
EST 1997 - ARROW TOWN

Rev	Date	Description
A	19.02.24	Preliminary



Proposed House C Site Plan

1:200

DRAWN	Author
CHECKED	MH
PRINT DATE	11 April 2024

DRAWING TITLE
House C - Proposed Site Plan

SCALE	1:200	At A3
DRG No.	REV	
C1.0	A	

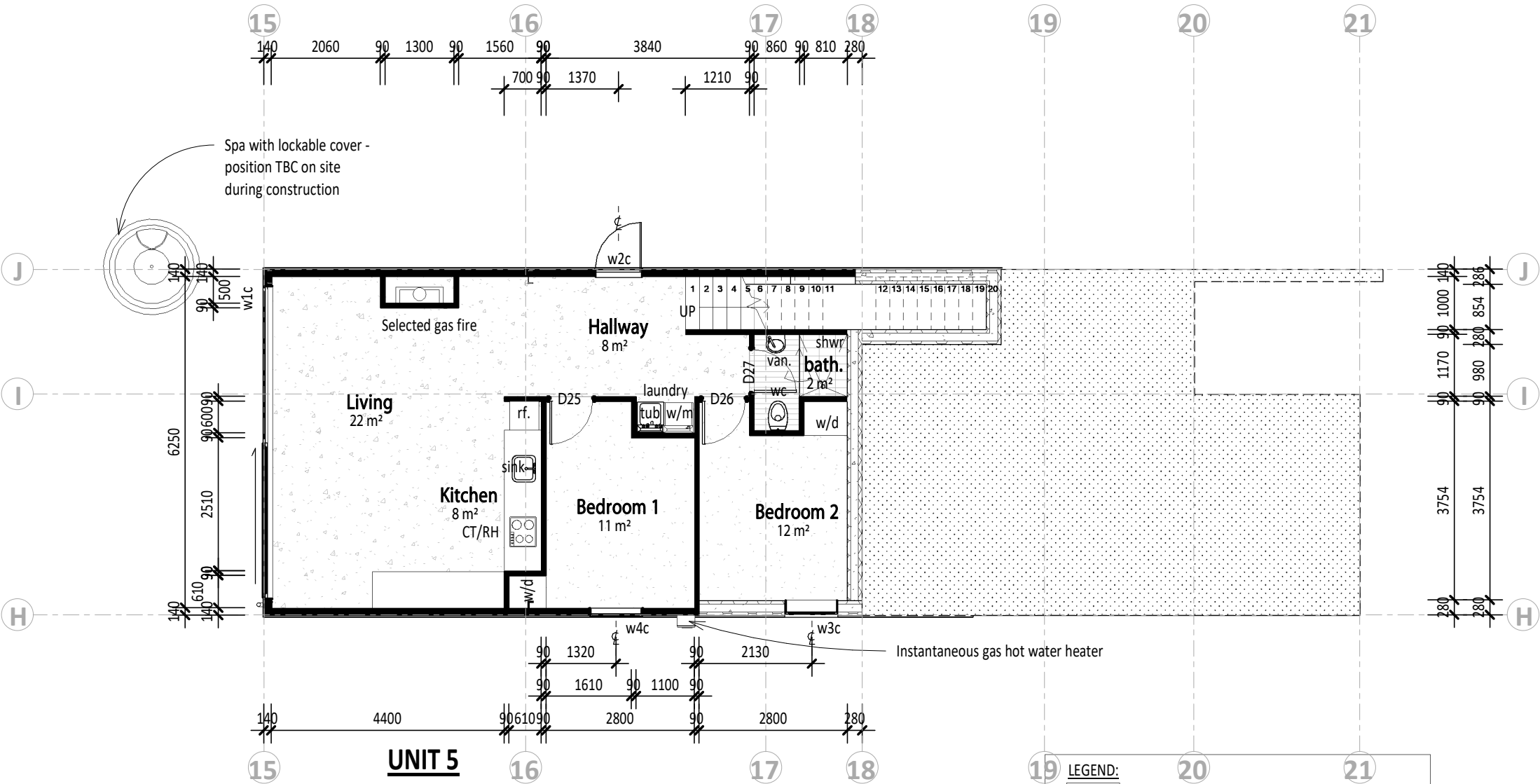
LEE HOUSES

53 ANGELO DRIVE, FRANKTON

Rev	Date	Description
A	19.02.24	Preliminary

- NOTE:
- All timber to be SG 8 unless specified otherwise.
 - Hard surfaced landscaping to entry finished 150mm max from finished floor level. Surface to have a slip resistance have a mean coefficient of friction, of not less than 0.4
 - Proprietary shower screens, formed to shape with 8mm Tempafloat, complete with matching hardware.
 - Food preparation surfaces shall be easily maintained in a hygienic condition. Stainless steel, decorative high pressure laminate, and tiles are examples of suitable materials for these surfaces.
 - Provide a minimum illuminance of 20 lux at floor level to all access routes except stairway which shall have a minimum of 100 lux at tread level.

- STAIR NOTE:
- Main private Stair**
Max Riser= 190mm
Min Tread = 280mm
Handrail 900mm above stair nosings
- Secondary Private Stair**
Max Riser= 200mm
Min Tread = 250mm
Handrail 900mm above stair nosings



Proposed House C Lower Floor Plan
1 : 100 Floor area 70m²

- LEGEND:
- Polished concrete
 - Selected carpet
 - Selected tile flooring
 - Selected outdoor paving
 - Selected hardwood timber flooring
 - Selected timber decking

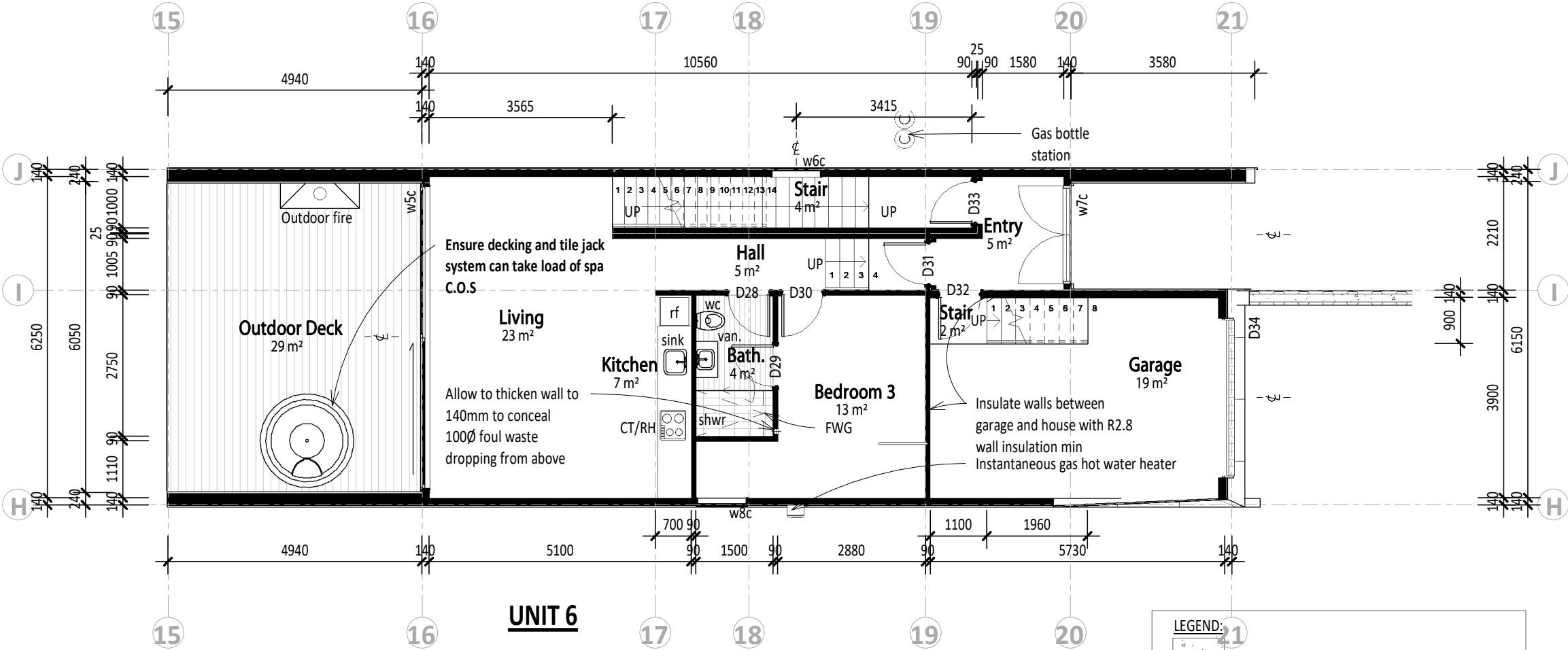
DRAWN	Author
CHECKED	MH
PRINT DATE	11 April 2024
DRAWING TITLE House C - Proposed Lower Floor Plan	
SCALE	1 : 100 At A3
DRG No.	REV
C2.7	A

LEE HOUSES

53 ANGELO DRIVE, FRANKTON

HOFMANS ARCHITECTS LIMITED
59 Buckingham Street, PO Box 201
Arrowtown 9351, New Zealand
Phone 021 127 9598/Email mh@hofmans.co.nz
www.hofmans.co.nz

HOFMANS
ARCHITECTS
EST 1997 - ARROW TOWN



Proposed House C Mid Floor Plan
1 : 100 Floor area = 120m²

LEGEND:

- Polished concrete
- Selected carpet
- Selected tile flooring
- Selected outdoor paving
- Selected hardwood timber flooring
- Selected timber decking

Rev	Date	Description
A	19.02.24	Preliminary

- NOTE:**
- All timber to be SG 8 unless specified otherwise.
 - Hard surfaced landscaping to entry finished 150mm max from finished floor level. Surface to have a slip resistance have a mean coefficient of friction, of not less than 0.4
 - Proprietary shower screens, formed to shape with 8mm Tempafloat, complete with matching hardware.
 - Food preparation surfaces shall be easily maintained in a hygienic condition. Stainless steel, decorative high pressure laminate, and tiles are examples of suitable materials for these surfaces.
 - Provide a minimum illuminance of 20 lux at floor level to all access routes except stairway which shall have a minimum of 100 lux at tread level.

STAIR NOTE:

Main private Stair
Max Riser = 190mm
Min Tread = 280mm
Handrail 900mm above stair nosings

Secondary Private Stair
Max Riser = 200mm
Min Tread = 250mm
Handrail 900mm above stair nosings

DRAWN	Author
CHECKED	MH
PRINT DATE	11 April 2024
DRAWING TITLE House C - Proposed MidFloor Plan	
SCALE	1 : 100 At A3
DRG No.	REV
C2.10	A

LEE HOUSES

53 ANGELO DRIVE, FRANKTON

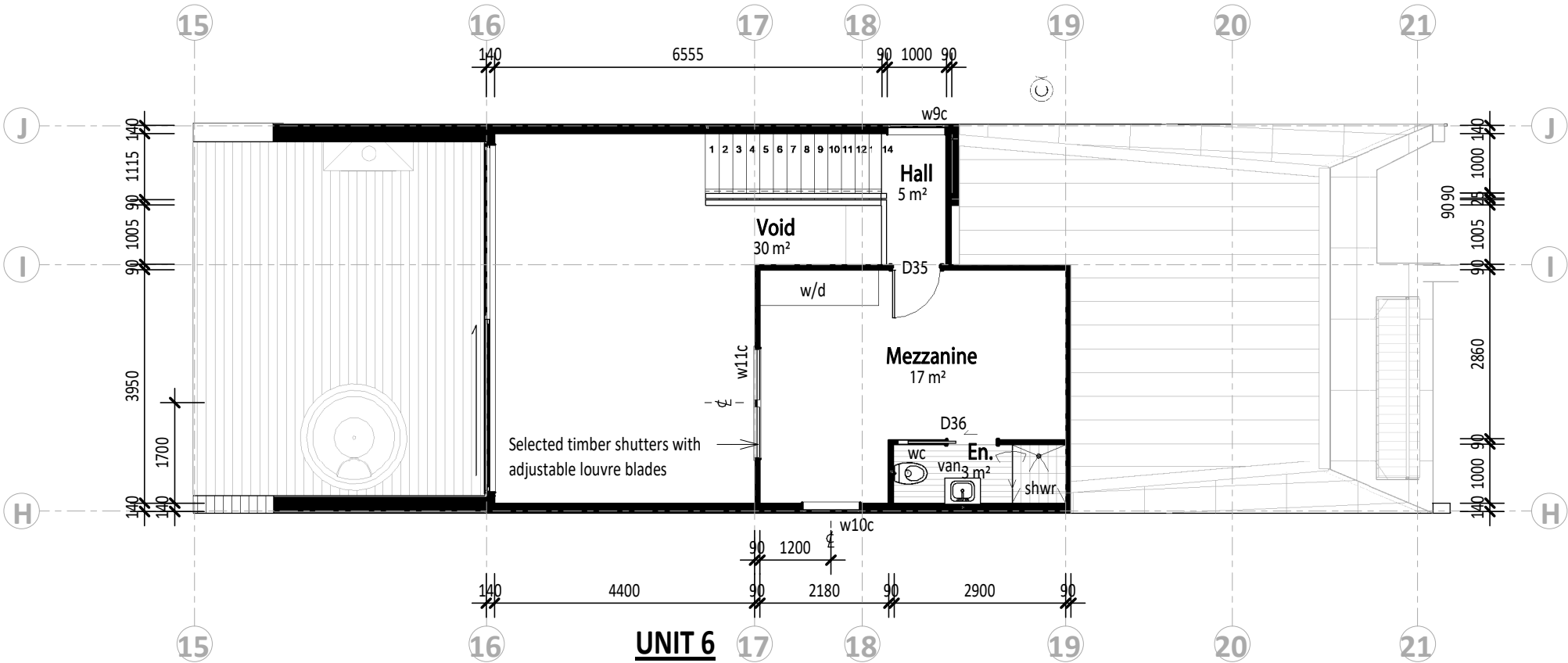
HOFMANS ARCHITECTS LIMITED
59 Buckingham Street, PO Box 201
Arrowtown 9351, New Zealand
Phone 021 127 9598/Email mh@hofmans.co.nz
www.hofmans.co.nz

HOFMANS ARCHITECTS
EST 1997 - ARROW TOWN

Rev	Date	Description
A	19.02.24	Preliminary

- NOTE:
- All timber to be SG 8 unless specified otherwise.
 - Hard surfaced landscaping to entry finished 150mm max from finished floor level. Surface to have a slip resistance have a mean coefficient of friction, of not less than 0.4
 - Proprietary shower screens, formed to shape with 8mm Tempafloat, complete with matching hardware.
 - Food preparation surfaces shall be easily maintained in a hygienic condition. Stainless steel, decorative high pressure laminate, and tiles are examples of suitable materials for these surfaces.
 - Provide a minimum illuminance of 20 lux at floor level to all access routes except stairway which shall have a minimum of 100 lux at tread level.

- STAIR NOTE:
- Main private Stair**
Max Riser = 190mm
Min Tread = 280mm
Handrail 900mm above stair nosings
- Secondary Private Stair**
Max Riser = 200mm
Min Tread = 250mm
Handrail 900mm above stair nosings



Proposed House C Upper Floor Plan
1 : 100 Upper Floor area ≈23m²

LEGEND:

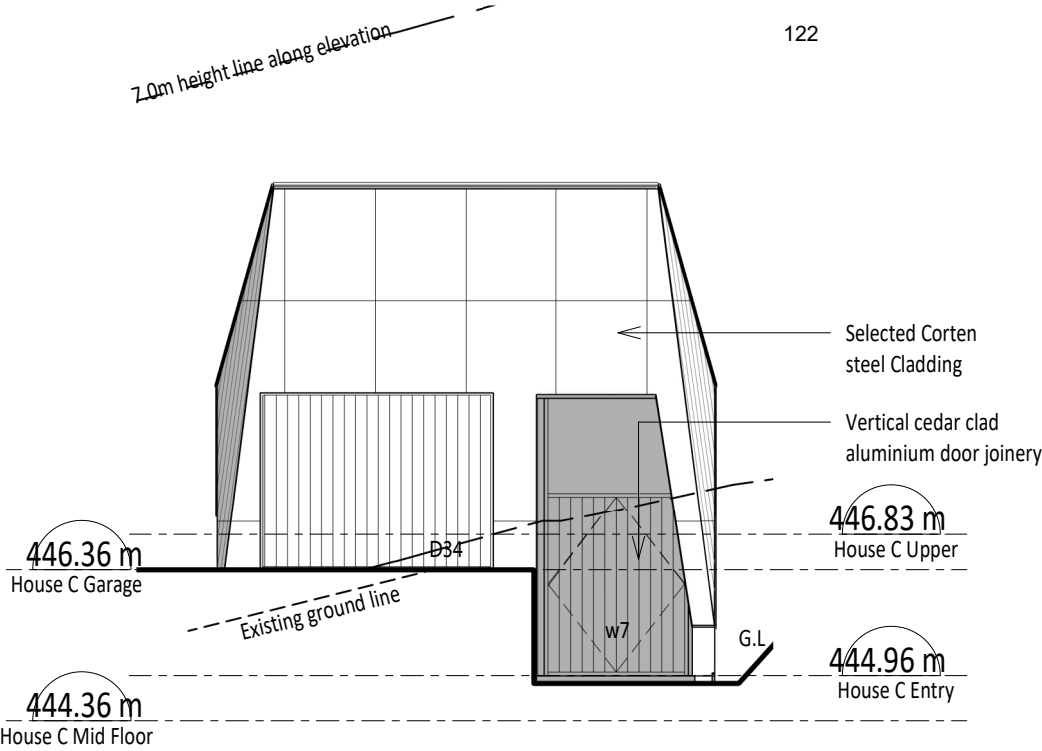
	Polished concrete
	Selected carpet
	Selected tile flooring
	Selected outdoor paving
	Selected hardwood timber flooring
	Selected timber decking

DRAWN	Author
CHECKED	MH
PRINT DATE	11 April 2024
DRAWING TITLE House C - Proposed Upper Floor Plan	
SCALE	1 : 100 At A3
DRG No.	REV
C2.13	A

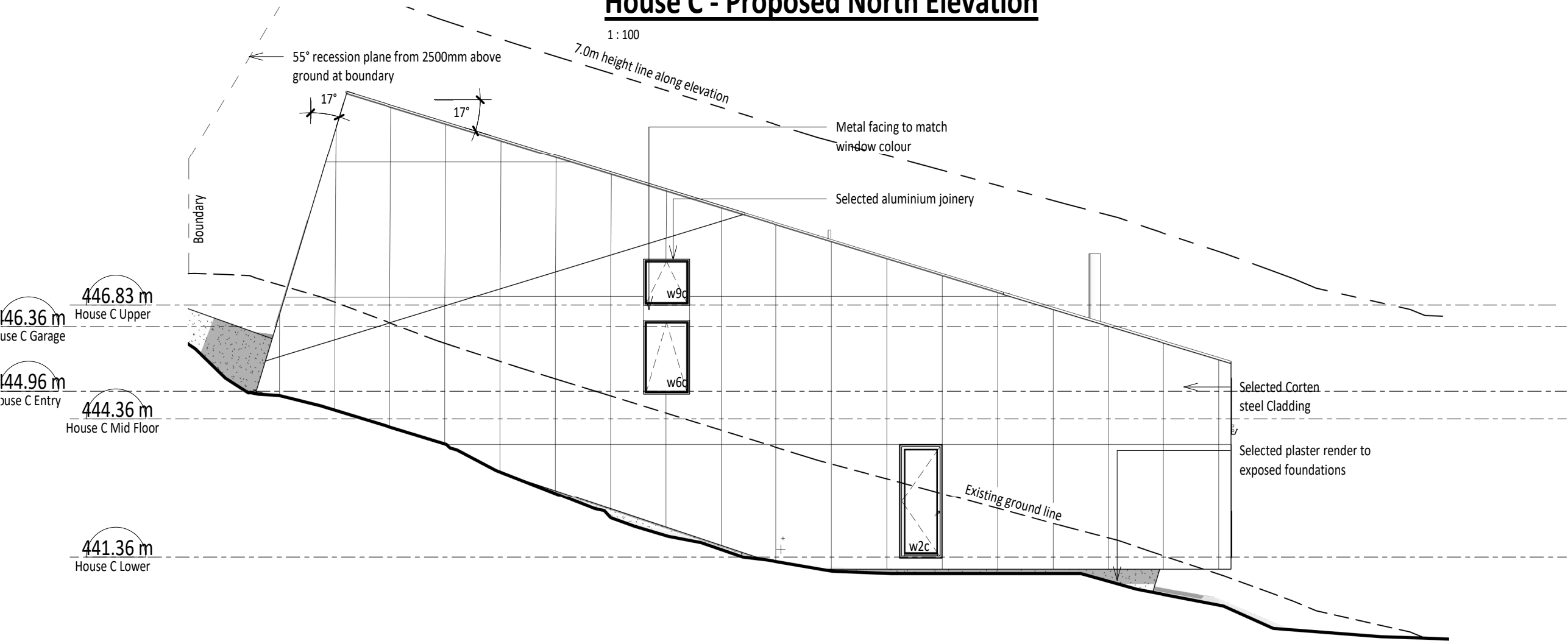
LEE HOUSES

53 ANGELO DRIVE, FRANKTON

Rev	Date	Description
A	19.02.24	Preliminary



House C - Proposed North Elevation



House C - Proposed West Elevation

DRAWN	Author
CHECKED	MH
PRINT DATE	11 April 2024
DRAWING TITLE House C - Proposed Elevations	
SCALE	1 : 100 At A3
DRG No.	REV
C3.0	A

LEE HOUSES

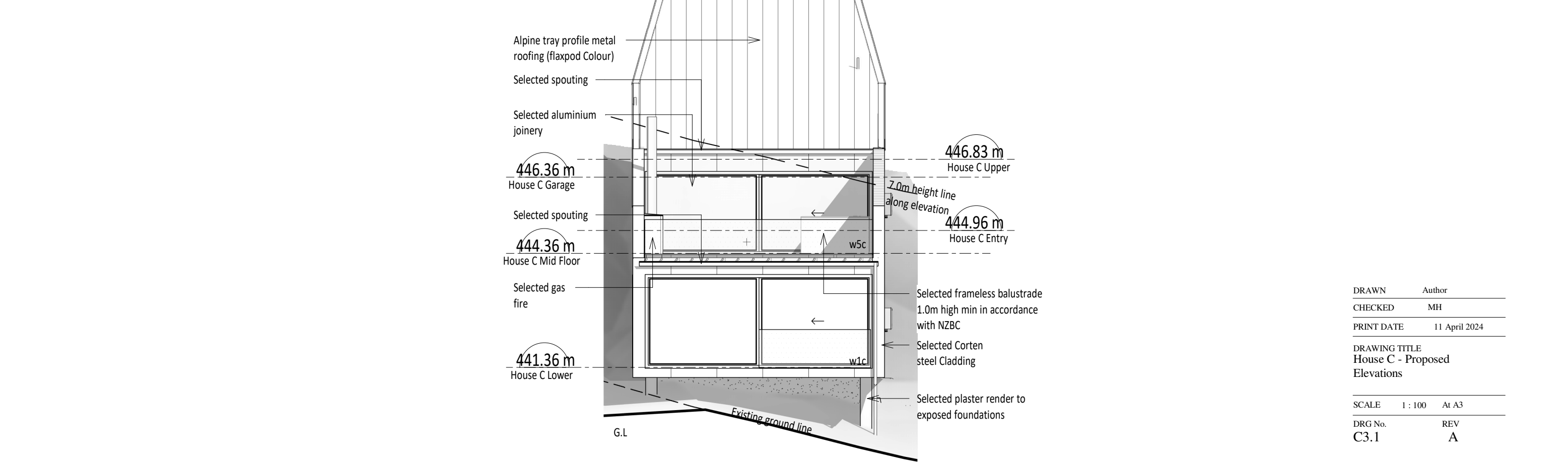
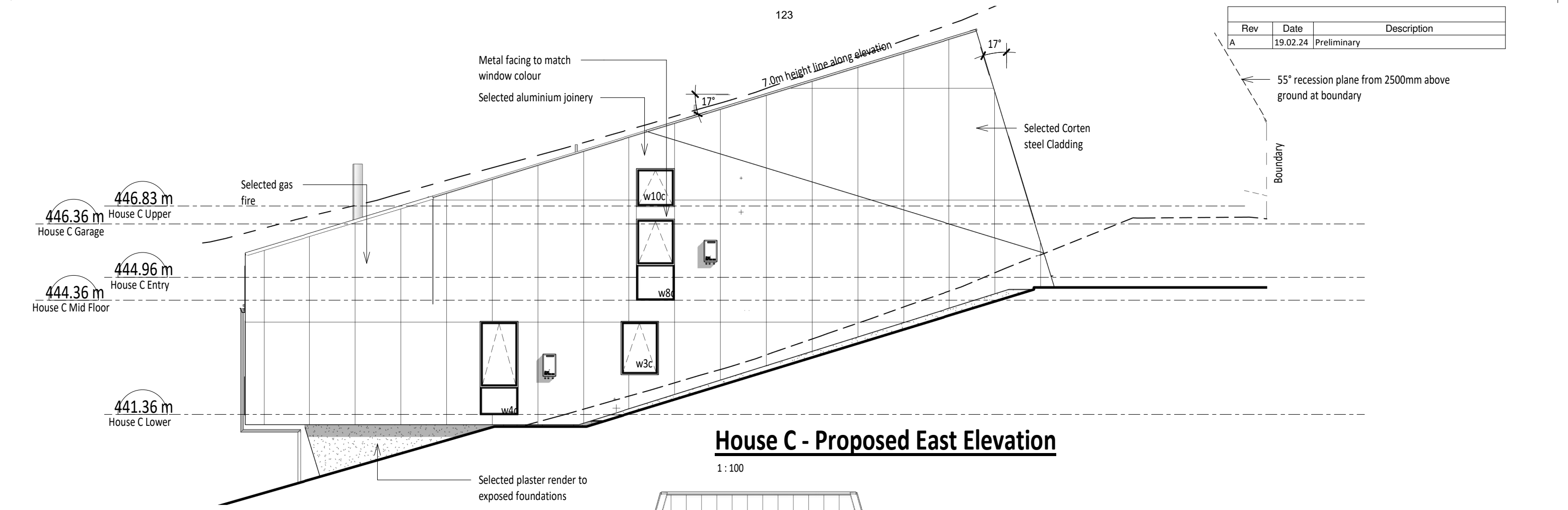
53 ANGELO DRIVE, FRANKTON

11th April 2024
This document is the copyright of Hofmans Architects Limited and shall not be used without prior written permission from Hofmans Architects Limited

HOFMANS ARCHITECTS LIMITED
59 Buckingham Street, PO Box 201
Arrowtown 9351, New Zealand
Phone 021 127 9598/Email mh@hofmans.co.nz
www.hofmans.co.nz

HOFMANS
ARCHITECTS
EST 1997 - ARROW TOWN

17/05/2024 7:33:19 am





Volunteered Conditions of Consent – 53A & 53C Angelo Drive, Queenstown

General Conditions

1. That the residential visitor accommodation activity must be undertaken/carried out in accordance with the plans referenced as follows:
 - 'House A - Proposed Site Plan' by Hofmans Architects, drawing A1.0, dated 11 April 2024
 - 'House A - Proposed Lower Floor Plan' by Hofmans Architects, drawing A2.7, dated 11 April 2024
 - 'House A - Proposed Mid Floor Plan' by Hofmans Architects, drawing A2.10, dated 11 April 2024
 - 'House A - Proposed Upper Floor Plan' by Hofmans Architects, drawing A2.13, dated 11 April 2024
 - 'House A - Proposed Elevations' by Hofmans Architects, drawing A3.0, dated 11 April 2024
 - 'House A - Proposed Elevations' by Hofmans Architects, drawing A3.1, dated 11 April 2024
 - 'House C - Proposed Site Plan' by Hofmans Architects, drawing BC.0, dated 11 April 2024
 - 'House C - Proposed Lower Floor Plan' by Hofmans Architects, drawing C2.7, dated 11 April 2024
 - 'House C - Proposed Mid Floor Plan' by Hofmans Architects, drawing C2.10, dated 11 April 2024
 - 'House C - Proposed Upper Floor Plan' by Hofmans Architects, drawing C2.13, dated 11 April 2024
 - 'House C - Proposed Elevations' by Hofmans Architects, drawing C3.0, dated 11 April 2024
 - 'House C - Proposed Elevations' by Hofmans Architects, drawing C3.1, dated 11 April 2024

stamped as approved on XX XXX 2025

and the application as submitted, with the exception of the amendments required by the following conditions of consent.

2. This consent shall not be exercised and no work or activity associated with it may be commenced or continued until the following charges have been paid in full: all charges fixed in accordance with section 36(1) of the Resource Management Act 1991 and any finalised, additional charges under section 36(3) of the Act.
3. The consent holder is liable for costs associated with the monitoring of this resource consent under Section 35 of the Resource Management Act 1991.

Operational Conditions

4. The consent holder shall ensure the visitor accommodation activity is undertaken in accordance with the approved visitor accommodation management plan (RMXXXXXX, Appendix X), and the following conditions (5 - 16).

Advice Note: The visitor accommodation management plan may be updated from time to time, which shall be certified by Council's Planning and Development department prior to implementation and shall demonstrate the management techniques that will be used to ensure conditions (5 - 16) are met, and shall include the contact details of the property manager available for any complaints.

5. Each residential unit and residential flat may be rented for RVA to a maximum of two (2) groups at any one time, being:
 - Each principal dwelling + associated residential flat let together to one (1) group of maximum eight (8) guests; or;
 - Each principal dwelling to be let to one (1) group of maximum four (4) guests; and each residential flat to be let to one (1) group of maximum four (4) guests; independently of each other
6. Each residential unit and residential flat may be used for visitor accommodation for up to 365 nights per calendar year, with a minimum stay of one (1) night for each group.
7. One (1) sign (minimum A4 size) shall be installed within the entrance to each dwelling that states "Please park within the car parks on the property and avoid on-street parking"
8. Regarding the use of outdoor space:
 - a) The use of outdoor areas is prohibited between the hours of 10.00pm to 7.00am.
 - b) Prior to commencing the activity, the consent holder shall erect signs (minimum A4 size) on site to remind guests that they are in a residential area and to keep noise to a reasonable level, especially between the hours of 8.00 pm to 8.00 am the following day. One sign shall be installed in the kitchen and one weatherproof sign (i.e. laminated) shall be installed within each outdoor living area. The outdoor signs shall also state that no amplified sound/music is to be played from the outdoor living area between the hours of 8pm – 8am, and that those areas are to be vacated between 10pm – 7am.
 - c) Upon installation, and prior to the use of the property for visitor accommodation, the consent holder shall submit photographs of these signs to the Council Monitoring Department for monitoring purposes. The signs shall be retained on site as long as the visitor accommodation activity is undertaken.
9. The consent holder shall maintain a record of all tenancies in the form of a register containing the number of occupants and the number of days/nights of occupancy. Details of all tenancies for at least the preceding 5 years shall be continually maintained. This register shall be made available for inspection by the Council at all times.

Please note: While the consent holder is responsible for there being an up to date register, the register may be completed by a letting agent / property manager.
10. The consent holder shall ensure that no coaches are to service the authorised activity.
11. Any outdoor lighting shall be turned off between the hours of 10.00pm to 7.00am, or shall be sensor-operated, or shall be directed away from adjacent roads and properties so that light spill beyond property boundaries does not occur.
12. All rubbish and recycling shall be disposed of appropriately. Where there is kerbside collection utilised, rubbish and recycling shall only be placed on the street the day of or day prior to collection.

Should Council kerbside collection of rubbish and recycling not be available to the consent holder, the consent holder must submit details of an alternate private collection service to Council for certification prior to such a service being utilised. Details shall include but not necessarily be limited to, the location of rubbish and recycling areas on site, collection method and day of collection.

Note: The management plan may be required to be updated to address a change in rubbish and recycling services.

13. Within three (3) months of the property changing ownership, the consent holder shall provide to the Council's Monitoring department, in writing, confirmation of whether or not they intend to continue operating the Residential Visitor Accommodation, and the nature of the residential use, and also (if required) update the visitor accommodation management plan required under Condition (4) of **RMXXXXXX**
14. Prior to the use of the building for visitor accommodation activities authorised by this consent, and within ten working days of each anniversary of the date of this decision (and within 10 days of a change in property manager contact details), the consent holder shall undertake a letter drop to the owners/occupiers of neighbouring adjacent sites below:
 - 51 Angelo Drive
 - 53B Angelo Drive
 - 55 Angelo Drive
 - 74 Middleton Road
 - 72 Middleton Road
 - 56 Angelo Drive
 - 54 Angelo Drive
 - 2 Lobb Lane

The consent holder shall in this correspondence (which may be electronic) advise that a copy of the conditions of **RMXXXXXX**, approved plans, approved visitor management plan (which contains contact details of the property manager for receiving any complaints) is available on QLDC Edocs. The consent Holder shall also copy this correspondence to the Council Monitoring Department for monitoring purposes within 10 working days of each issuance.

15. The consent holder shall maintain a record of all complaints received during the operation of the visitor accommodation activity in the form of a register containing the complaint details and any remedial actions undertaken. Details of all complaints (including any remedial actions taken) shall be kept for at least the preceding 5 years and any complaints received shall be forwarded to the Council Monitoring Department for monitoring purposes within 48 hours of the complaint being received. The complaint register shall be made available for inspection by the Council at all times.
16. The visitor accommodation activity shall be so conducted that the following noise limits are not exceeded at any point within the boundary of any other site:

Daytime 0800 – 2000 hours: 50dBA L_{Aeq} (15 min)
Night-time 2000 – 0800 hours: 40dBA L_{Aeq}

Noise levels shall be measured and assessed in accordance with NZS 6801:2008 and NZS6802:2008.

Review

17. Within six months of the date of this decision; and/or upon the receipt of information identifying non-compliance with the conditions of this consent, and/or within ten working days of each anniversary of the date of this decision, the Council may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this resource consent for any of the following purposes:

- a) To deal with any adverse effects on the environment that may arise from the exercise of the consent which were not foreseen at the time the application was considered and which it is appropriate to deal with at a later stage.
 - b) To deal with any adverse effects on the environment which may arise from the exercise of the consent and which could not be properly assessed at the time the application was considered.
 - c) To avoid, remedy and mitigate any adverse effects on the environment which may arise from the exercise of the consent and which have been caused by a change in circumstances or which may be more appropriately addressed as a result of a change in circumstances, such that the conditions of this resource consent are no longer appropriate in terms of the purpose of the Resource Management Act 1991.
 - d) The purpose of this review is in relation to effects on any person in relation to nuisance (including but not limited to noise and rubbish/recycling).
18. As part of the review clause stated in Condition 17 of this consent, the Council may have the visitor accommodation management plan audited at the consent holder's expense.

IMPORTANT NOTICE – OUTDOOR AREA

Dear Guests

Kindly note our house is located within a residential area. Please respect our neighbours by keeping noise to a low level at all times, especially between 8pm – 8am.

As agreed with the Queenstown Council, the following rules apply:

- **No amplified sound/music is to be played from the outdoor living areas between the hours of 8pm – 8am.**
- **All outdoor living areas must be vacated between the hours of 10pm – 7am**

If you have any questions about these rules, please call XXX on XXXXX

XX NEIGHBOUR'S ADDRESS XX
 XX NEIGHBOUR'S ADDRESS XX
 XX NEIGHBOUR'S ADDRESS XX

XX DATE/MONTH/YEAR XX

Re: Residential Visitor Accommodation at 53X Angelo Drive, Frankton – Information & Our Contact Details

Dear Neighbour,

We are the owners of number 53X Angelo Drive. The Council has granted us resource consent to use our property for part-time residential visitor accommodation, such as Airbnb. Specifically, we have been granted resource consent to use the house in this manner for a maximum of 365 nights/year, for a maximum of 8 guests at any one time. Specifically, this will either be the entire property rented to one group of maximum 8 guests, or the main house rented to one group of maximum 4 guests, and the lower residential flat rented to one group of maximum 4 guests.

When the house is not rented in this manner it will be either used by us, by our friends/family, be vacant, or potentially rented out to long-term tenants in future.

The purpose of this letter is to advise you of this, and provide you with our current contact details – to make it easy for you to get in touch with us to discuss any aspect of this use of the property.

When renting out the house, we and our local Property Manager are very careful to only accept guests that we believe will be a good fit for the property. We only want mature, responsible people in our home – and know these people will be the best neighbours for you.

Our consent from the Council involves several measures which will be implemented to ensure we can use our property in this way without adversely affecting our neighbours, including you. All these measures were proposed by us, and accepted by Council. They are as follows:

- 1) A maximum of 8 guests at any one time (total between the main house and the residential flat).
- 2) We will brief guests on where to park, prior to arrival.
- 3) Signs are to be installed in the house reminding guests they are in a residential area and to keep noise levels to a minimum at all times.
- 4) No use of outdoor living areas between 10pm – 7am the following day. This is to avoid unnecessary noise during night time hours. We will install signs that convey this message.
- 5) No amplified music/sound to be played from outdoor areas between 8pm – 8am the following day. Any noisy activities should only occur inside after 8 pm with windows and doors closed.
- 6) Rubbish/recycling bins are to go out on the evening before collection, and be brought back in as soon as possible after being emptied (unless collected privately by the Property Manager).

You can easily view the full resource consent documentation including conditions of the resource consent, approved plans, approved Visitor Accommodation Management Plan on the Council's Edocs website: <https://edocs.qldc.govt.nz/>

By searching for the consent number "RMXXXXXX".

Invitation & Contact Details

Our aim is to use our property for visitor accommodation without it adversely affecting you in any way. Therefore, we would like to provide you with the contact details of our local Property Manager (XXXXXXX). Please feel free to contact them directly to let us know of any concerns, issues, or complaints. Should any issues arise we would greatly appreciate the opportunity to resolve these directly, as soon as we can.

Name: XXXXXXXX
Phone: XXXXXXXX
Address for Service: XXXXXXXX
Email: XXXXXXXX

If you need to get in touch with us directly, here are our contact details:

Contact Mobile Number: XXXXXX
Email Address: XXXXXX
Postal Address: XXXXXX

Thank you and warm regards,

XXXXXX NAME XXXXXX