



17/5/2024

Waimakariri District Council  
Private Bag 1005  
RANGIORA

Attention: Nirosha Seelaratne

Dear Nirosha

**RC245070 – J LATHAM, 107 BRADLEYS ROAD, OHOKA**

**RESPONSE TO REQUEST FOR FURTHER INFORMATION**

Please find below a response to the request for further information sent on 24 April 2024 in relation to the above application.

RFI point	Applicant response
<p><b><i>Application plans</i></b></p> <p>1 Please provide an amended plan (drawn to scale) to identify the following information:</p> <ul style="list-style-type: none"> <li>• Please provide setback from the northern internal boundary (197 Siena Place end) to the proposed dwelling and measured at closest point.</li> <li>• Please provide width of the existing Vehicle Crossing and measured in metres.</li> <li>• Please provide height of the dwelling at both east and west ends on Elevation B.</li> <li>• Please provide a floor plan of the existing shed to be retained.</li> <li>• Please identify the structure coverage accurately. Our Calculations confirm the total structure coverage shall be 18.8%.</li> </ul>	<p>Amended application plans are attached as Attachment 1.</p> <p>The setback from this boundary is 7.0m</p> <p>Vehicle crossing is 5.7m width.</p> <p>The building heights are shown on 'Elevation B'. As the site is flat, the maximum height at the east and west ends is 6.2m.</p> <p>A plan showing the floor plan of the existing shed is included in Attachment 2.</p> <p>Structure coverage has been amended on the plan to 18.8%.</p>
<p><b>Interests registered on the Record of Title</b></p> <p>2. Please provide copies of following interests registered on the Record of Title</p> <p>(a) A411751.7 Covenant</p> <p>(b) Land Covenant in Transfer A411751.9</p>	<p>Copies of these instruments are attached as Attachment 3. I note that Land Covenant in Transfer A411751.9 is relevant only to DP80701 (which this site is not) and expired on 1/1/2011. A411751.7 relates to sewage disposal. A411751.12 relates to water supply.</p>

(c) A411751.12 Consent Notice	
<p><b>Landscape plan</b></p> <p>3. Please confirm whether a landscaping plan is proposed as part of the proposal. If a Landscaping plan is proposed as part of the mitigation measures, please provide a Landscape plan from a suitably qualified professional. The landscape plan shall indicate the plant species and height at maturity.</p>	<p>A landscaping plan is included as Attachment 4. Much of the planting shown is existing. No landscaping is proposed for the specific purpose of mitigation in relation to this application.</p>
<p><b>Earthworks</b></p> <p>4. Please confirm compliance with Operative District Plan rule 23.1.1.8</p> <p><i>Rule 23.1.1.8 Earthworks, including the extraction of minerals, in the Rural Zones, other than in the bed of any river, shall not involve the disturbance of more than 1000m<sup>2</sup> of soil and/or rock per any 1ha.</i></p>	<p>The approximate quantity of earthworks required for the proposal is 70m<sup>3</sup> of excavation and 120m<sup>3</sup> of fill over an area of approximately 250 - 300m<sup>2</sup>. The site area is 1500m<sup>2</sup> and therefore the pro rata permitted area of earthworks is 15% of 1000m<sup>2</sup>, being 150m<sup>2</sup>. The earthworks permitted standard is therefore not complied with and results in a restricted discretionary activity status.</p> <p>Assessment in relation to this non-compliance is provided in Attachment 5.</p>
<p><b>Details of the Olive pressing occurred on site</b></p> <p>5. Please confirm the following information:</p> <p>(a) When did the olive pressing activity cease to operate?</p> <p>(b) The reasons for the discontinuation of the olive pressing activity.</p>	<p>It is not known when the olive pressing activity ceased to operate, although information from one of the owners/shareholders of the olive press operation has confirmed that the olive press was listed for sale at the start of 2018 and sold in July 2018.</p> <p>Reasons for ceasing olive pressing operations are:</p> <ul style="list-style-type: none"> <li>• Lack of interest from surrounding land owners with productive land.</li> <li>• Lack of olives to process</li> <li>• Wrong olive trees planted</li> <li>• Wrong land type, too wet in winter</li> <li>• Climate too frosty</li> <li>• Not organic quality.</li> <li>• Financially viable price required for oil not achievable.</li> <li>• Lack of interest from other shareholders to operate the press given the toxic process to extract oil and clean up, remove waste product etc</li> <li>• Ultimately yearly costs exceeded income over the duration of the business.</li> </ul>
<p><b>Use of the existing shed</b></p> <p>6. It was established during the site visit undertaken on the 23 April 2024 that the existing shed may be used for temporary/part time residential purposes by the owner. The shed is not permitted to use</p>	<p>The existing shed is currently used for occasional overnight stays. It is intended that this use continues until the proposed dwelling is completed, at which stage the heating and cooking facilities within the existing shed will be removed. It is noted that this is a separate issue from the application for the proposed dwelling and should not result in</p>

as a residential unit under the District Plan. Therefore, please confirm the existing and intended use of the shed.	delays processing or approving the application for the proposed dwelling.
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Yours sincerely



Garry Blay  
Scope Resource Management Limited  
Ph 027 696 5258

- Attachment 1 – Amended application plans
- Attachment 2 - Existing shed floor plan
- Attachment 3 - Registered instruments
- Attachment 4 - Landscape plan
- Attachment 5 - Earthworks assessment

### **Attachment 1 – Amended application plans**

See attached plans.

### **Attachment 2 – Registered instruments**

See individual instruments attached separately.

### **Attachment 3 – Existing shed floor plan**

See attached plan.

### **Attachment 4 – Landscape plan**

See attached plan.

### **Attachment 5 - Earthworks assessment**

Earthworks are required to construct the building platform. The finished floor level of the dwelling is proposed to be 400mm above existing ground level to provide a standard freeboard of 300mm in very low flood hazard areas. Total earthworks quantity proposed is approximately 190m<sup>3</sup> over an area of 250 – 300m<sup>2</sup>, being the area under or immediately associated with the dwelling footprint.

Earthworks will be managed in accordance with required methods to ensure dust does not become a nuisance off site, and that sediment runoff does not enter water bodies.

#### **Rule assessment**

Rule 23.1.1.7 of the Operative District Plan restricts the permitted area of earthworks in the Rural Zone to 1000m<sup>2</sup> per hectare. In this case the site is 1500m<sup>2</sup> and therefore a pro-rata area of permitted earthworks is 150m<sup>2</sup>, being 10% of the site area. In this case earthworks of up to 250 – 300m<sup>2</sup> are required for dwelling foundation construction. This results in a restricted discretionary activity status under Rule 23.3.2 of the Operative Plan. Given the restricted discretionary activity status, the associated assessment can be limited to the listed matters to which discretion has been limited, with no assessment of relevant objectives or policies of either the Operative or Proposed District Plans required.

#### **Assessment of matters to which discretion has been restricted**

*i. final contours and ground levels resulting from excavation;*

The earthworks proposed are for the purpose of foundation construction. Contours and ground levels within the site will therefore not be altered by the earthworks, although the foundation will extend 400mm above existing ground level. The site is not impacted on by flooding to any significant degree and no displacement or diversion of floodwaters is anticipated.

*ii. location of plant and structures;*

No plant or structures, other than the dwelling, are proposed.

- iii. *vehicle circulation on-site from the area of disturbance or quarry face to the road;*

Vehicles required to undertake the earthworks will utilise the existing drive and access. It is likely a maximum of two trucks will be used with no on-site manoeuvring issues likely.

- iv. *identification of the area used for processing, stockpiling and distribution of disturbed or quarried material;*

No processing, stockpiling or distribution of the excavated material will occur on the site. Material brought onto the site will be utilised in the building platform.

- v. *drainage;*

No specific drainage of the area to be subject to excavation is required.

- vi. *measures to avoid, remedy or mitigate adverse effects on the surrounding environment including noise, dust, siltation, visual detraction and traffic generation;*

The earthwork proposed are anticipated in association with house construction, with the quantity and area being small. Dust will be controlled by rapid refilling of the excavated area with shingle, noise will be short term and associated only with a single small excavator and one to two trucks, siltation will be managed by standard sediment run-off control mechanisms, the earthworks will be low profile and therefore not result in visual detraction and traffic generation will be low and occur over a very short time frame of a few days.

- vii. *contingency provisions and emergency response procedures;*

This matter is not relevant to the minor earthworks proposed.

- viii. *remediation and restoration proposals for the site;*

The earthworks are for dwelling foundation construction. No specific remediation or restoration is required or proposed.

- ix. *the short and long term effects on flood potential beyond the earthworks;*

The site is not impacted on by flooding to any significant degree. No effect on flood potential beyond the site is likely.

- x. *for East Woodend Outline Development Plan area those matters over which control is exercised for controlled activities in Chapter 32: Subdivision - Rules;*

This matter is not relevant.

- xi. *impacts on the operation, maintenance, upgrade and development of the National Grid;*

There is no National Grid infrastructure on or near the application site. This matter is not relevant.

- xii. *technical advice provided by Transpower;*

This matter is not relevant.

- xiii. *the risk to the structure and integrity of the National Grid;*

This matter is not relevant.

- xiv. *the risk of electrical hazards affecting public or individual safety, and the risk of property damage;*

This matter is not relevant.

- xv. *compliance with [NZECP 34:2001] "New Zealand Electrical Code of Practice for Electrical Safe Distances"; and*

This matter is not relevant.

- xvi. *financial contributions as set out in Chapter 20: Financial Contributions and Chapter 34: Financial Contributions – Rules and development contributions as set out in Waimakariri District Council's Development Contributions Policy*

This matter is not relevant.

IN THE MATTER

of section 221 Resource  
Management Act 1991

AND

IN THE MATTER

of Lots 2 to 23 (inclusive)  
DP 80701 situated at Siena  
Place and Velino Place, off  
Bradleys Road, Ohoka

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

TO: The District Land Registrar  
Canterbury Land Registry  
**CHRISTCHURCH**

CONO R411751.12 CONSENT UNDER S2  
CPY-01/01.PGS-002.06/12/01.09:44



DocID: 210435439

TAKE NOTICE that the land hereinafter described in Schedule 1 is subject to the following condition in relation to a subdivision consent as follows:

The owner shall establish pipework, fittings and storage tanks with a minimum capacity of 4,000 litres in accordance with the Waimakariri District Council Rural Water Supply Bylaw 1992 for approved connection to the Mandeville Rural Water Supply Scheme.

AND you are hereby directed and required to register the same pursuant to section 221 of the Resource Management Act 1991.

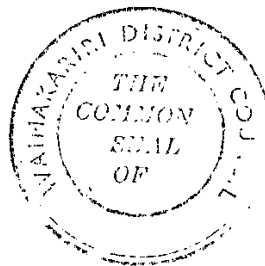
**DESCRIPTION OF LAND BY CONSENT NOTICE**

**Schedule 1**

Lots 2 - 23 (inclusive) DP 80701      C.T.(s) 46B/502 – 46B/523 (inclusive)

DATED this *11th* day of *June* 1999.

THE COMMON SEAL of  
WAIMAKARIRI DISTRICT COUNCIL  
was hereunto affixed in the presence of:



PARRY FIELD  
PO BOX 1725  
CHRISTCHURCH  
(Al Bruce)

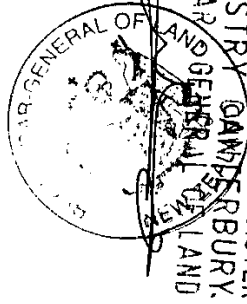
CONSENT NOTICE PURSUANT TO  
SECTION 221 RESOURCE MANAGEMENT ACT 1991

of Lots 2 to 23 (inclusive)  
DP 80701 situated at Stena  
Place and Veiino Place, off  
Bradleys Road, Ohoka

IN THE MATTER

AND

IN THE MATTER  
of section 221 Resource  
Management Act 1991



PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY GAMBURRY  
FOR REGISTRAR GENERAL LAND

Produced 9.27 22 JUN 99 A 411751.12  
and entered 25.6.1999 at 9.00






COVENANT

(Pursuant to Section 108(2)(d) Resource Management Act 1991)

WHEREAS

1.  **SAN DONA LIMITED** ("the Owner") is the proprietor of an estate in fee simple in Lots 1 - ~~2~~ DP 80701 and being all the land comprised in Certificates of Title Register 46B Folio 502 to 523 (inclusive) all Canterbury Land Registry ("the land").
2. The land lies within the territorial boundaries of The Canterbury Regional Council ("the Council").
3. Sewage from the land is collected in a reticulation system pumped across Bradleys Road to a community wastewater treatment plant located on Lot 43 DP 77567 (part CT 44C/446) and, following treatment, discharged as treated effluent:
  - (a) As to part, onto Lot 43 DP 77567 (part CT 44C/446) pursuant to a discharge permit issued by the Council as CRC 970792 (a copy of which is attached as Schedule A);
  - (b) As to the balance, onto Lot 41 DP 80701 (CT 46B/524) pursuant to a discharge permit issued by the Council as CRC 980723 (a copy of which is attached as Schedule B).
4. Discharge permits CRC 970792 and CRC 980723 are referred to in this bond, jointly and severally, as "the Consent".
5. The Council granted Consent CRC 980723 under Section 105 of the Resource Management Act 1991 ("the Act") subject to (inter alia) the Owner entering into this covenant pursuant to Section 108(2)(d) of the Act in favour of the Council.
6. It is intended the covenants shall be registered against the Certificates of Title to the land, as provided in Section 109 of the Act.

NOW THEREFORE


1. The Owner covenants that:
  - (a) It is aware that:
    - (i) The conditions of neither Consent authorise the disposal of sewage effluent on any part of the land.
    - (ii) Sewage effluent treatment may only occur on Lot 43 DP 77567, in accordance with the conditions of consent CRC 970792.
    - (iii) Sewage effluent disposal may only occur on Lot 43 DP 77567 in accordance with the conditions of Consent CRC 970792 and/or on

Lot 41 DP 80701 in accordance with the Conditions of Consent CRC 980723.

- (b) It will pay all moneys, do all things and allow all acts that may be reasonably necessary or incidental from time to time or at any time:
  - (i) To enable the registered proprietor for the time being of Lot 43 DP 77567 to comply with the conditions of Consent CRC 970792 in so far as compliance with the conditions may require the doing of works upon Lot 43 Deposited Plan 77567.
  - (ii) To enable the registered proprietor for the time being of Lot 41 DP 80701 to comply with the conditions of Consent CRC 980723 in so far as compliance with the conditions may require the doing of works upon Lot 41 DP 80701.
  - (iii) To comply with the conditions of the Consent, in so far as compliance with the conditions may require access to, or the doing of works upon, the whole or any part of the land.
- 2. Where there is more than one owner, the covenants shall be binding upon each and every owner jointly and severally.
- 3. Upon registration the covenants shall be binding upon the Owner and the Owner's successors in title to the land, pursuant to Section 109 of the Resource Management Act.

DATED this 16<sup>th</sup> day of June 1999

SIGNED on behalf of  
SAN DONA LIMITED  
in the presence of:

)   
 )   
 )

Director

Director/Secretary



# RESOURCE CONSENT

*Pursuant to Section 103 of the Resource Management Act 1991*  
The Canterbury Regional Council

**GRANTS TO:** OHOKA DOWNS NO 2 LIMITED

**A DISCHARGE PERMIT** to discharge contaminants into land and into air at or about map reference M35:727-586 from a community sewage treatment plant.

**DATE GRANTED** 12-DEC-1996      **EXPIRY DATE** 12-DEC-2031

**IN CONNECTION WITH THE FOLLOWING PROPERTY:**

**LOCATION** TRAM ROAD, MANDEVILLE NORTH

**LEGAL DESCRIPTION** CTS 341/148 10K/968 380/244 COMPRISING LOT 1 DP 5966 PT RS 17046 RS 6458 12736

**SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1) The discharge into land shall only be treated domestic sewage.
- 2) The discharge into air shall only be compounds arising from the treatment and disposal of domestic sewage.
- 3) The volume of treated effluent discharged into land shall not exceed 60 cubic metres per day.
- 4) The effluent shall be treated in septic tanks, screened and reticulated to a central sand filter treatment plant, including ultra-violet light disinfection, before discharge to a subsurface drip line disposal field, as specified in the application for this consent.
- 5) The faecal coliform bacteria concentration in a representative sample of the effluent taken following ultra-violet light disinfection and before discharge to the disposal trench shall not exceed 100 per 100 millilitre sample.
- 6) The application rate of effluent over the disposal field shall not exceed 10 millimetres per day. Effluent shall be discharged via drip lines buried not more than 100 millimetres below the ground surface. The drip line system shall be pressure compensated to ensure even distribution of effluent over the disposal field.
- 7) The effluent treatment and disposal system shall be located in accordance with the subdivision plan C18009s submitted with the application and attached to this consent.

- 8) Design plans for the sewage effluent treatment and disposal system shall be forwarded to the Canterbury Regional Council, prior to construction of the system. The design shall allow for samples of the effluent to be taken after treatment in the ultra-violet light disinfection unit and before discharge to the disposal system. The design shall also provide for an alarm system triggered by high effluent level in collection tanks and pump chambers and by failure of the ultra-violet light disinfection unit.
- 9) A certificate signed by a registered civil or environmental engineer shall be provided to the Canterbury Regional Council, within one month of the construction of the treatment and disposal system, certifying that the sewage treatment and disposal system is constructed in accordance with the design plans submitted pursuant to condition (8).
- 10) A maintenance service contract which provides for at least weekly inspection of the effluent treatment and disposal system shall be maintained with a competent person. The contract shall include a requirement to take action to ensure that the effluent treatment and disposal system is operated and maintained in accordance with the system's design. Copies of the field service reports shall be kept and provided to the Canterbury Regional Council on request. The service contract shall require three monthly inspection and maintenance of the:
- (a) pump, screen vault and septic tank on each lot of the subdivision;
  - (b) central sand filter, including collection tanks, screens, pumps, distribution laterals and sand;
  - (c) ultra-violet light disinfection unit;
  - (d) alarm systems; and
  - (e) effluent drip lines and disposal field.
- 11) There shall be no discharge of effluent within 20 metres of any surface water body.
- 12) Within six months of granting of this consent a covenant shall be entered into in favour of the Canterbury Regional Council in a registerable form pursuant to section 108(1)(c) and section 109 of the Resource Management Act 1991 to be registered against Lots 1-41 and Lot 43 being part of Certificate of Titles 10K/968 (R S 6458) 380/244 (R S 12736) and 341/148 (Pt R S 17046 and Lot 1 DP 5966) Canterbury Land Registry, being the land to which this consent relates, binding the grantee and successors in title for the duration of this consent to the performance of the conditions of this consent. Such a covenant shall provide that where the land is owned jointly the owners shall be jointly and severally responsible.
- 13) On the sale of each lot, the Canterbury Regional Council shall be notified in writing of the name and postal address of the lot holder.
- 14) The discharge shall not cause an odour, which is determined to be objectionable or offensive by an enforcement officer of the Canterbury Regional Council, beyond the property boundary of the subdivision as shown on plan C18009s attached to this consent.
- 15) A record of complaints relating to odour emissions from the site shall be maintained, and shall include:
- (a) location of where odour detected by complainant;
  - (b) date and time when odour detected;
  - (c) a description of wind speed and wind direction when odour detected by complainant;
  - (d) the most likely cause of odour detected; and
  - (e) any corrective action undertaken by the consent holder to avoid, remedy or mitigate the odour detected by complainant.



This record shall be provided to the Canterbury Regional Council on request.

- 16) The Canterbury Regional Council may annually, on the last working day of November, serve notice of its intention to review the conditions of this consent for the purposes of:
  - (a) dealing with any adverse effect on the environment which may arise from the exercise of the consent and which is appropriate to deal with at a later stage; or
  - (b) requiring the adoption of the best practicable option to remove or reduce any adverse effect on the environment; or
  - (c) complying with the requirements of a relevant rule in an operative regional plan.
- 17) The lapsing provisions of section 125 of the Resource Management Act 1991 shall have no application for five years from the date of commencement of this consent.
- 18) Charges, set in accordance with section 36 of the Resource Management Act 1991, shall be paid to the Regional Council for the carrying out of its functions in relation to the administration, monitoring and supervision of resource consents and for the carrying out of its functions under section 35 of the Act.

ISSUED AT CHRISTCHURCH ON 12 DECEMBER 1996

A handwritten signature in black ink, appearing to be a cursive name.

CONSENTS ADMINISTRATION OFFICER



# RESOURCE CONSENT

*Pursuant to Section 137 of the Resource Management Act 1991*  
The Canterbury Regional Council

**TRANSFERS TO:** SAN DONA LIMITED

**A DISCHARGE PERMIT:** to discharge treated sewage effluent into land from a community wastewater treatment and disposal system at or about map reference M35:7285-5918.

**DATE TRANSFERRED:** 17-DEC-1998

**EXPIRY DATE:** 12-MAR-2008

**IN CONNECTION WITH THE FOLLOWING PROPERTY:**

**LOCATION:** BRADLEYS ROAD, OHOKA

**LEGAL DESCRIPTION:** LOT 1 DP 26140 LOT 2 DP 66393 LOT 1 DP 57095 PT LOT 2 DP 57095 PT RS 7229 PT RS 3980

**SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1) The discharge into land shall only be treated domestic sewage.
- 2) The volume of treated effluent discharged into land shall not exceed 26 cubic metres per day.
- 3) The effluent shall be treated by settling in individual household sewage tanks, screening through individual filters, reticulated to a central sand filter treatment plant, disinfected, and discharged via low pressure pump dosing into a subsurface irrigation system.
- 4) The discharge shall be sampled so as to obtain a representative sample at least once every 30 days, during the period of one year after the date on which the sewage effluent disposal system is loaded to 75 percent of full capacity and shall be sampled at least once every six months at all other times. The samples shall be analysed for faecal coliform bacteria. The laboratory carrying out the analyses shall be accredited for faecal coliforms analysis to ISO Guide 25, either by TELARC or by an organisation with a mutual recognition agreement with TELARC. The consent holder shall forward results of the analysis to the Canterbury Regional Council within 10 working days of receipt of the results
- 5) The faecal coliform bacteria concentration in a representative sample of the effluent obtained as specified in condition 4, shall not exceed a median of 100 per 100 millilitre sample in any five consecutive samples and shall not exceed 1000 per 100 millilitres in any one sample
- 6) The application rate of effluent into the subsurface irrigation system shall not exceed five millimetres per day.
- 7) There shall be no discharge of effluent within:
  - a) 1,000 metres up-gradient (in relation to the direction of groundwater flow) and 200 metres in any other direction of any bore from which more than 20 cubic metres per day of water is taken for community supply purposes; and
  - b) 200 metres up-gradient (in relation to the direction of groundwater flow) and 50 metres in any other direction of any bore from which less than 20 cubic metres per day of water is taken for community supply purposes; and

tol



- c) 50 metres up-gradient (in relation to the direction of groundwater flow) and 30 metres in any other direction of any bore not used for community supply purposes; and
  - d) within 20 metres of any surface water body; and
  - e) 20 metres of the south eastern boundary of the Ohoka Downs 2 subdivision, as shown on the attached map CRC980723\*, and within 20 metres from any other property boundary; and
  - f) such that contaminants are likely to run off and enter a surface water body
- 8) There shall be no ponding of effluent on the ground.
- 9) A maintenance service contract which provides for at least weekly inspection of the effluent treatment and disposal system shall be maintained with a competent person. The contract shall include a requirement to take action to ensure that the effluent treatment and disposal system is operated and maintained in accordance with the designer's instructions. Copies of the field service reports shall be maintained and provided to the Canterbury Regional Council on request. The service contract shall require weekly inspection and at least three monthly maintenance of the: a) pump, screen vault and sewage tank on each lot of the subdivision; b) central sand filter, including collection tanks, screens, pumps, distribution laterals and sand; c) disinfection unit; d) alarm systems; and e) effluent drip lines and disposal field.
- 10) Within three months of commissioning of the plant, a covenant shall be entered into in favour of the Canterbury Regional Council in a registerable form pursuant to section 108(1)(c) and section 109 of the Resource Management Act 1991 to be registered against Lots 1-42 being part of Certificates of Titles Part Rural Section 11446, Rural Section 9327, and Rural Section 9021 situated in Block IX and V of the Rangiora Survey District, being the land to which this consent relates, binding the grantee and successors in title for the duration of this consent to the performance of the conditions of this consent. Such a covenant shall provide that where the land is owned jointly the owners shall be jointly and severally responsible
- 11) The Canterbury Regional Council may annually, on the last working day of March, serve notice of its intention to review the conditions of this consent for the purposes of:
- i) dealing with any adverse effects which may arise from the exercise of this consent and which it is appropriate to deal with later; or
  - ii) requiring the adoption of the best practicable option to remove or reduce any adverse effect on the environment; or
  - iii) complying with the requirements of a relevant rule in an operative regional plan; or
  - iv) viewing the monitoring requirements of condition 4 and 5 attached to this consent.
- 12) Charges, set in accordance with section 36 of the Resource Management Act 1991, shall be paid to the Regional Council for the carrying out of its functions in relation to the administration, monitoring and supervision of resource consents and for the carrying out of its functions under section 35 of the Act.

ISSUED AT CHRISTCHURCH ON 17 DECEMBER 1998

Belinda Donaldson  
CONSENTS ADMINISTRATION OFFICER  
on behalf of the Canterbury Regional Council

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**COVENANT**

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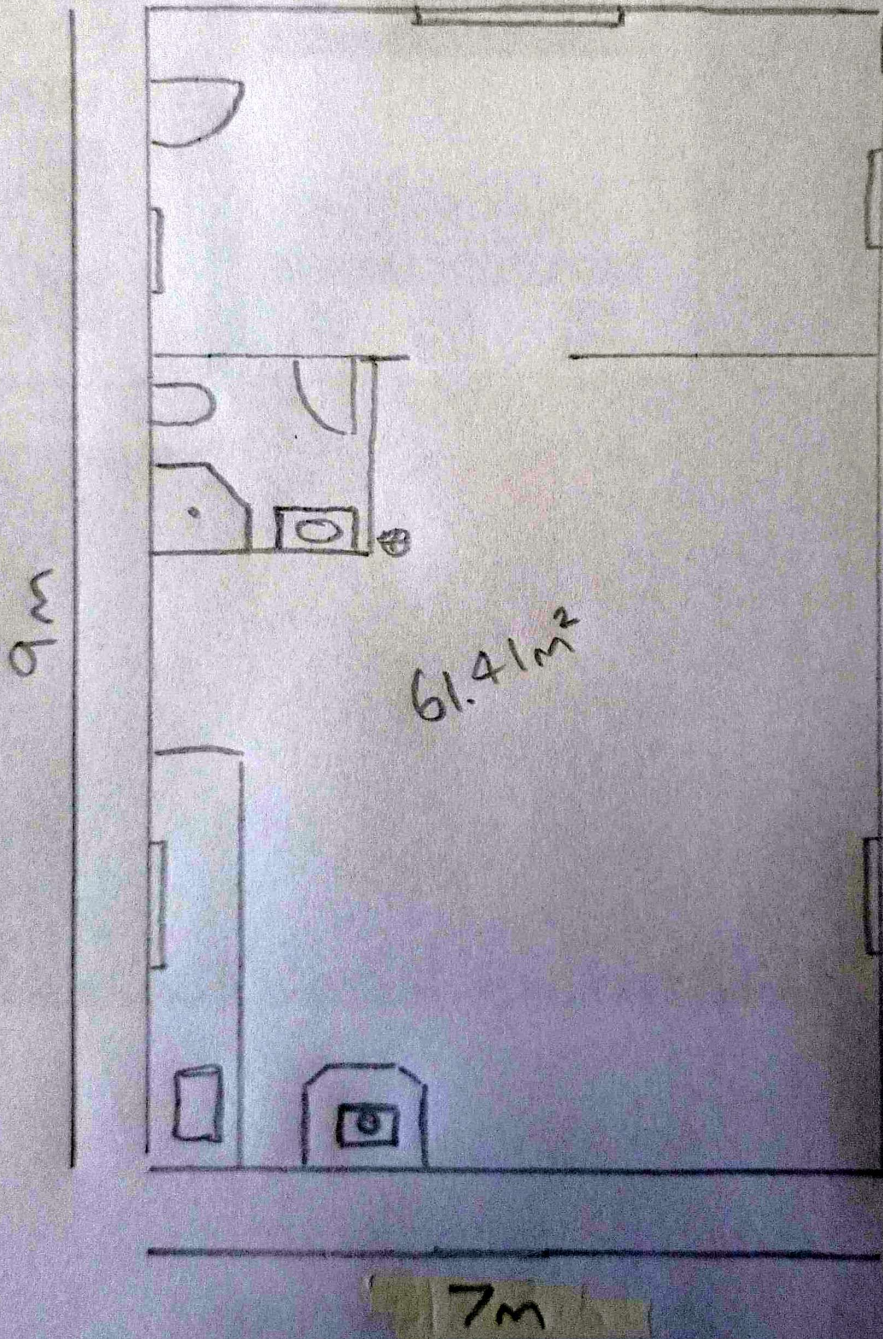
**BUDDLE FINDLAY  
SOLICITORS  
CHRISTCHURCH**

*Produced 927 22 JUN 99 A 411751.7  
and entered 25.6.1999*

REGISTRAR GENERAL OF LAND  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTER  
FOR REGISTRAR  
OF LAND  
REGISTERED  
BY  
REGISTERED  
BY  
REGISTERED  
BY







107 BRADLEY'S RD



A 411751.9 T

**TRANSFER**

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**

**TRANSFER**  
Land Transfer Act 1952

*If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.*

**Land Registration District**

Canterbury

**Certificate of Title No.** All or Part? Area and legal description — *Insert only when part or Stratum, CT*

46B	<del>39A</del> to <del>215</del>	All	Lots 1 to 23 inclusive DP 80701
<del>39A</del>	<del>216</del>	<del>Part</del>	
46B	523 inclusive		

**Transferor Surnames must be underlined**

SAN DONA LIMITED

**Transferee Surnames must be underlined**

SAN DONA LIMITED

**Estate or Interest or Easement to be created:** *Insert e.g. Fee simple; Leasehold in Lease No. ....; Right of way etc.*

Restrictive Covenant  
*Fee simple.*

**Consideration**

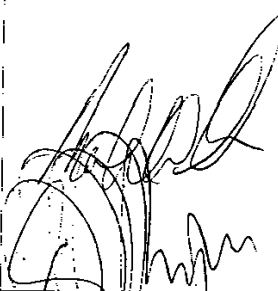
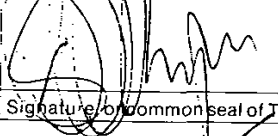
\$1.00

**Operative Clause**

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.


Dated this 15<sup>th</sup> day of June 1999

**Attestation**

 Director	Signed in my presence by the Transferor
	Signature of Witness
	<b>Witness to complete in BLOCK letters</b> <i>(unless typewritten or legibly stamped)</i>
	Witness name
 Director	Occupation
	Address
Signature or common seal of Transferor	

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

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.  
(DELETE IN APPLICABLE CERTIFICATE)

  
 Solicitor for the Transferee

Annexure Schedule

Insert below "Mortgage", "Transfer", "Lease" etc

Transfer

Dated

15 June

Page

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of

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Pages

1.0 The Transferee hereby covenants with the Transferor as set out below and both parties request these covenants be noted against the above Certificates of Title:

Lots 1-23 DP 80701

2.0 The Transferee shall not:

2.1 without prior written approval of the Transferor, or its nominee, construct any house on the land other than a new single dwellinghouse and usual appurtenances from individual designs.

2.2 use or permit to be used in any construction on the land any second-hand materials or flat sheet fibrolite, hardiflex, galvanised steel or any building material other than brick, stone or timber weatherboards on outer walls or facings without first obtaining the written permission of the Transferor or its nominee.

2.3 construct, place or permit any caravan, hut, tent or any kind of temporary residential structure on the land.

2.4 construct on the property any building, structure or fence unless the plans (including the site plan), specifications (including the materials to be used in construction) and the building have first been approved by the Transferor or its nominee in writing. Such approval shall not be unreasonably withheld.

2.5 carry on the land any noxious or odoriferous livestock, animals or birds or any animals likely to cause nuisance or annoyance to the neighbouring occupiers (in the opinion of the Transferor or its nominee).

2.6 without the prior written approval of the Transferor, or its nominee, carry out on the land any other activity except domestic residential use, olive horticulture, specimen tree planting and associated activities except that if at any time after a date five years from the date of deposit of the final subdivision plan the registered proprietor of any lot can show that after reasonable efforts such proprietor's growing of olives is not reasonably viable (financially or otherwise) such proprietor shall be entitled to have restrictive covenant (i) varied to read:

"carry out on the land any other activity except domestic residential use in conjunction with any other legally permitted use".

2.7 The Transferor (c/ PO) Box 1055, Christchurch) shall advise the Transferee in writing of its decision in respect of any application for approval made by the Transferee under this clause 2.0 within 14 days of receiving the application otherwise it shall be deemed to have consented to the application.

2.8 These restrictive covenants shall run with each of the Lots on DP 80701 (except Lots 1 and 2, 41, 42, 43, 45, 50 and 51) for the benefit of and ~~for~~ appurtenant to all such Lots on DP 80701 (except Lots 1 and 2, 41, 42, 43, 45, 50 and 51) and shall expire on 1 January 2011.

3.0 All Lots referred to in Schedule A shall be subject to a "Frontage Reserve" constituting a strip of land within each such lot and marked on DP 80701.

3.1 Some Lots will have contained within this Frontage Reserve an existing open stock race ("water course"). On some Lots this may form and include a pond as well.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

APS

Handwritten signatures and initials of parties and witnesses.

Annexure Schedule

Insert below  
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

15 June 2009

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3.2 With respect to the Frontage Reserves referred to in Schedule A the Transferee of any Lot containing a Frontage Reserve shall not:

- (a) construct or permit to be constructed any building, structure, landscaping or fence (other than that provided by the Transferor) on the Frontage Reserve.
- (b) allow to be left on the Frontage Reserve any vehicle, machinery, caravan, rubbish or other thing that (in the sole opinion of the Transferor) detracts from the design or appearance of the Frontage Reserve.
- (c) obstruct, alter, dam, pollute or take water from the Watercourse (or allow such activities) except where necessary for maintenance, including preventative maintenance.
- (d) allow maintenance of the Frontage Reserve and Watercourse, together with all landscaping, trees, plantings, grass, stone work and structures thereon (including bridges and culverts constructed by the Transferor) to deteriorate whereby the standard of presentation is less than the Transferor in its sole discretion considers to be reasonable taking into account fair wear and tear and the original condition at the time title for the land issued. Unreasonable deterioration of maintenance shall include failure to replace with the same or similar kind where the existing feature has died or been damaged.

3.3 The Transferee shall at all times maintain the Frontage Reserve so that it will have a similar standard of presentation and an integrated appearance at all times with all other Frontage Reserves on Lots within DP 80701.

3.4 These restrictive covenants shall run with each of the Lots on DP 80701 referred to in Schedule A for the benefit of all such Lots referred to in Schedule A and shall expire on 1 January 2011.

4.0 If any dispute shall arise in relation to the provisions of any of the restrictive covenants pursuant to clauses 1.0-3.0 inclusive above then such dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 and its amendments or any Act in substitution of it.

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### Annexure Schedule

Insert below  
"Mortgage", "Transfer", "Lease" etc

Transfer

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15 June 1999

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DP 80701

#### SCHEDULE A

Lot Number	Frontage Reserve Marked
1	M
2	K & L
4	N
5	O
8	P
9	AC
10	AD
11	AE
12	<del>AG</del> AB 
13	AF
14	AA
15	<del>AG</del> FG 
16	U
19	T
21	S
22	R
23	Q

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Insert below  
"Mortgage", "Transfer", "Lease" etc

Transfer

Dated 15 June 1999

Page 5 of 8 Pages


**MORTGAGEE CONSENT**

WESTPAC BANKING CORPORATION the mortgagee pursuant to Mortgage  
No. A401808.2 hereby consents to the within Restrictive Covenant  
Transfer but otherwise without prejudice to its rights and remedies under the said  
mortgage.

DATED at WELLINGTON this 15th day of JUNE 19 99

Signed by

**Westpac Banking Corporation**  
By its Attorney: **Julie Elizabeth Thorburn**  
in the presence of:



**Stacey Michelle Hulena**

Bank Officer  
Westpac Banking Corporation  
Wellington

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **JULIE ELIZABETH THORBURN**, of Wellington in New Zealand, Bank Officer

**HEREBY CERTIFY -**

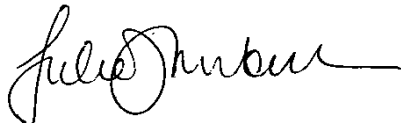
1. **THAT** by Deed dated the 10th of July 1996 copies of which are deposited in the Land Registry Offices at -

AUCKLAND (North Auckland Registry) and there numbered D.043055.1  
BLENHEIM (Marlborough Registry) and there numbered 187102  
CHRISTCHURCH (Canterbury Registry) and there numbered A.257595/1  
DUNEDIN (Otago Registry) and there numbered 915888  
GISBORNE (Poverty Bay Registry) and there numbered G.212187.1  
HAMILTON (South Auckland Registry) and there numbered B.367046  
HOKITIKA (Westland Registry) and there numbered 105721  
INVERCARGILL (Southland Registry) and there numbered 244294.1  
NAPIER (Hawkes Bay Registry) and there numbered 646199.1  
NELSON (Nelson Registry) and there numbered 361557.1  
NEW PLYMOUTH (Taranaki Registry) and there numbered 435551  
WELLINGTON (Wellington Registry) and there numbered B.533510.1

**WESTPAC BANKING CORPORATION** ARBN 007 457 141 incorporated in New South Wales, Australia ("Westpac") appointed me its attorney on the terms and subject to the conditions set out in that Deed and the attached document is executed by me under the powers conferred by that Deed.

2. **THAT**, at the date of this certificate, I am Legal Counsel for Westpac.
3. **THAT**, at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of Westpac or otherwise.

SIGNED at Wellington)  
on 15 June 1999 )





Annexure Schedule

Insert below "Mortgage", "Transfer", "Lease" etc

Transfer

Dated 15 June 1999

Page 7 of 8 Pages

MORTGAGEE CONSENT

EDWIN WILLIAM SANDERS, THOMAS JOHN SANDERS and JOYCE IRENE SANDERS the mortgagee pursuant to Mortgage No. A364502.4 hereby consents to the within Restrictive Covenant Transfer but otherwise without prejudice to their rights and remedies under the said mortgage.

DATED at Christchurch this 15th day of June 1999

SIGNED by EDWIN WILLIAM SANDERS in the presence of:

[Signature of Edwin William Sanders]

SCOTT MORAN Solicitor Christchurch

SIGNED by THOMAS JOHN SANDERS in the presence of:

[Signature of Thomas John Sanders]

SCOTT MORAN Solicitor Christchurch

SIGNED by JOYCE IRENE SANDERS in the presence of:

[Signature of Joyce Irene Sanders]

SCOTT MORAN Solicitor Christchurch

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

[Signatures and initials of parties and witnesses]

Annexure Schedule

TRANSFER

Dated

15 June 1999

Page

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of

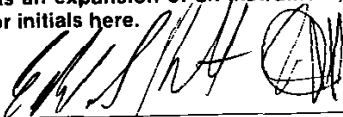
8

Pages

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HS



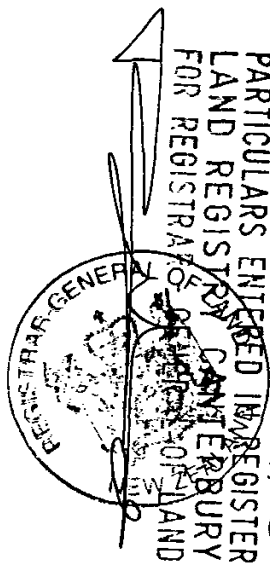
Approved by Registrar-General  
of Land under No. 1995/1004

# TRANSFER

Land Transfer Act 1952

Law Firm Acting

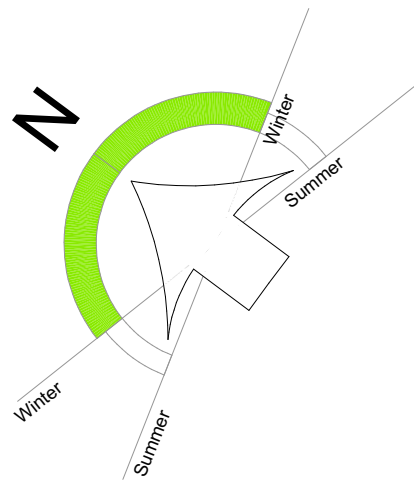
Auckland District Law Society  
REF 4135



*Produced 9.27 22 JUN 99 A 411751.9  
and entered 25.6.1999 at 9.27*

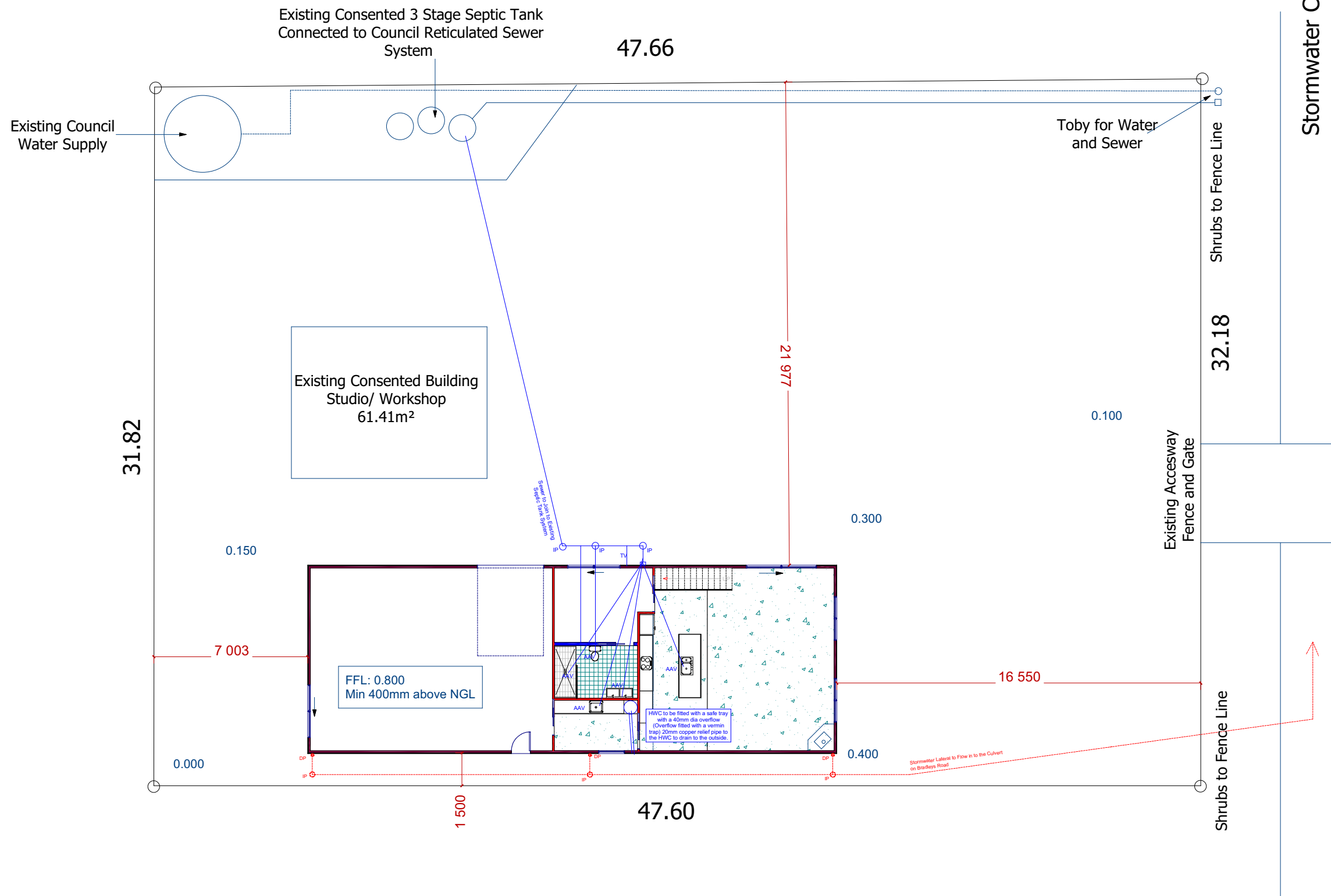
**This page is for Land Registry Office use only.**  
*(except for "Law Firm Acting")*





SITE INFORMATION	
Zone	A
Wind	High
Earthquake	2
Durability	B
Snow	As per truss design

BUILDING AREA AND SITE COVERAGE	
Net Site Area =	1524m <sup>2</sup>
Building Area =	286.5 m <sup>2</sup>
Actual Site Coverage=	18.8%



# Bradleys Road

Crown of Road Datum : 0.00

**J and A Design Ltd**  
 12 Murfitt St  
 Pegasus 7612  
 Ph: 027 7715816  
 Email : admin@jandadesign.co.nz



Project: **J. Latham**  
 Proposed Dwelling At:  
 Lot 1 Dp 303902  
 107 Bradleys Road , Ohoka

**Site Plan**  
 Consent Plan

Drawn:  
 Jeremy Harrison  
 LBP # 105491

Job Number:  
**2402**

Date:  
 26/04/2024

SHEET:  
**1**

OF:  
**14**

**ROOF & WALL CLADDING**

Roof - 5° 5 Rib Coloursteel Roof  
 Walls - Direct Fixed Vertical 5 Rib Coloursteel Cladding  
 Feature - Earthen Plus Horizontal Shiplap Cladding on a 20mm Cavity  
 Light Weight Schist Cladding on a 20mm Cavity

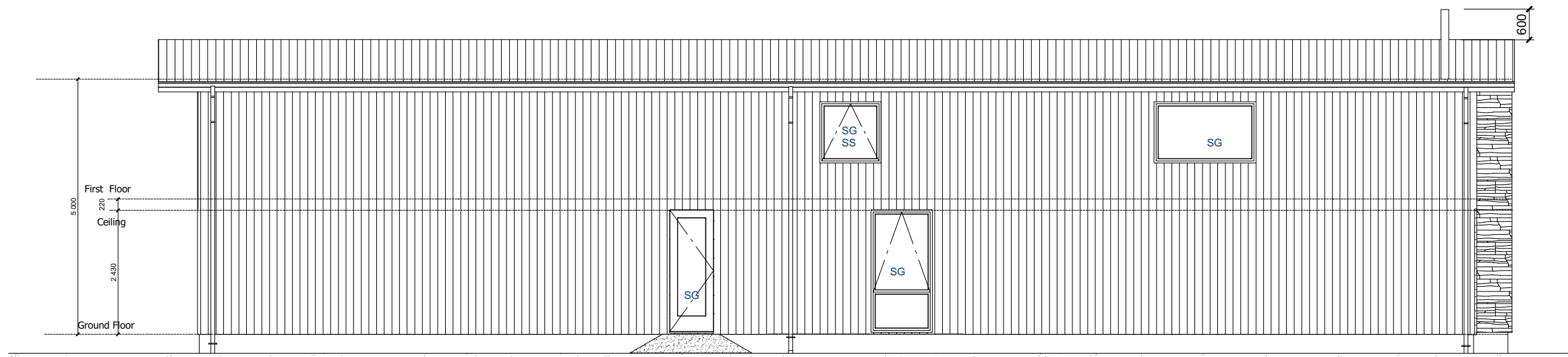
**GENERAL ELEVATION NOTES**

Air Barrier to unlined wall and gables, refer to the Construction Schedule in the Specification for type.

This sheet to be read in conjunction with the Risk Matrix in specification.

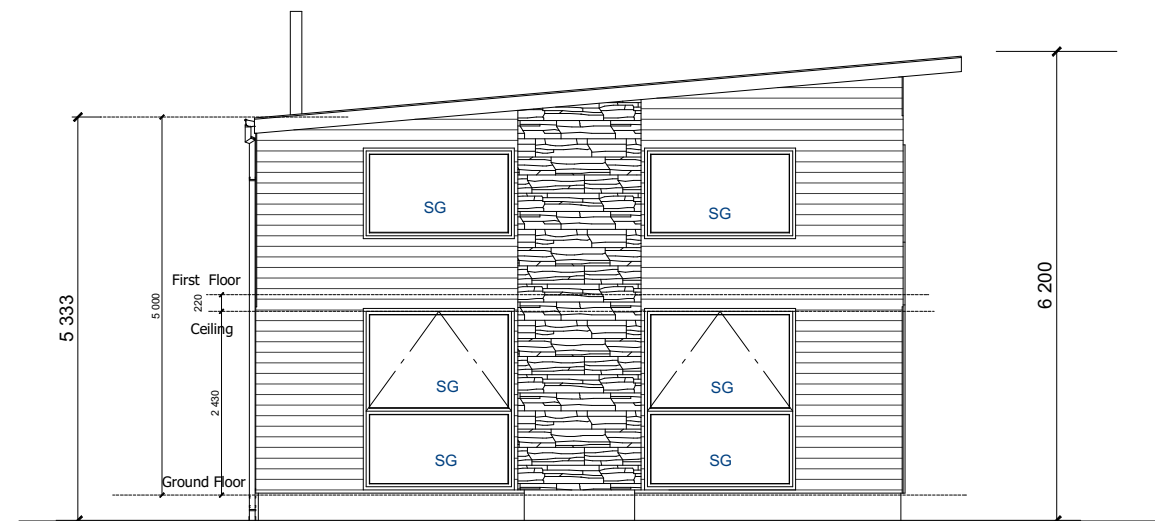
Driveway to fall from 20mm max below garage rebates (By Others).

Key  
 SS: Security Stay  
 SG: Safety Glass



**Elevation A**

Risk Matrix Elevation A	Risk Factor	Risk Level				
		low	medium	high	Extra high	
	Wind Zone			1		1
	No of Storeys			2		2
	Roof/Wall	0				0
	Eaves Width			2		2
	Building Envelope	0				0
	Decks & Balconies	0				0
	<b>Total</b>					<b>5</b>



**Elevation B**

Risk Area 2 Elevation B	Risk Factor	Risk Level				
		low	medium	high	Extra high	
	Wind Zone			1		1
	No of Storeys			2		2
	Roof/Wall	0				0
	Eaves Width			2		2
	Building Envelope			3		3
	Decks & Balconies	0				0
	<b>Total</b>					<b>8</b>

Entrance door to have a max step of 190mm (Riser height and tread depth for all steps in one flight, shall be uniform within the tolerance of ± 5 mm measured at the centreline on straight flights and at the pitch line on curved and spiral flights.)  
 With outward opening doors, a landing shall be provide with a clear space of at least 400mm from the leading of the door and the full width of the landing. Build up this area with AP40 and compact, to have a cross fall of no less than 1:100 and fall away from building. (By Others, Coefficient of friction, wet - 0.6 - 0.9)

Note:  
 800mm Soffit to the Front and Sides of the building

Note:  
 Refer to Specific Steel Frame Construction Drawings



**J and A Design Ltd**  
 12 Murfitt St  
 Pegasus 7612  
 Ph: 027 7715816  
 Email : admin@jandadesign.co.nz



Project: **J. Latham**  
 Proposed Dwelling At:  
 Lot 1 Dp 303902  
 107 Bradleys Road , Ohoka

**Elevations**  
 Consent Plan

Drawn:  
 Jeremy Harrison  
 LBP # 105491  
 Scale:  
 1:100

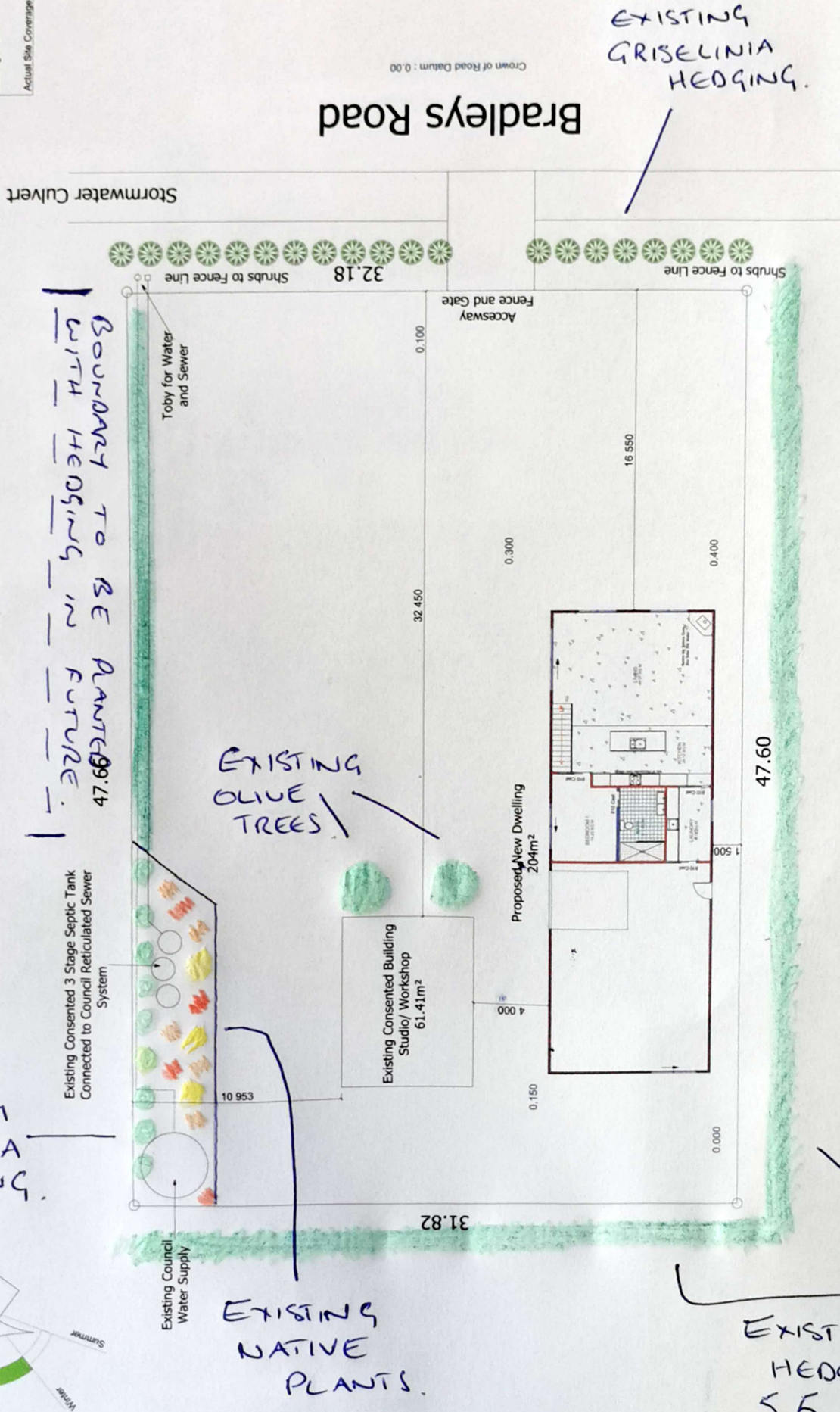
Job Number:  
**2402**  
 Date:  
 26/04/2024

SHEET:  
**4**  
 OF:  
**14**



SITE INFORMATION	
Zone	A
Wind	2 High
Durability	B
Snow	As per truss design

BUILDING AREA AND SITE COVERAGE	
Net Site Area =	1522m <sup>2</sup>
Building Area =	265.41 m <sup>2</sup>
Actual Site Coverage =	17.4%



EXISTING GRISELINIA HEDGING.

EXISTING OLIVE TREES

EXISTING NATIVE PLANTS.

EXISTING HEDGING. 5.5m

EXISTING GRISELINIA HEDGING.



**J and A Design Ltd**  
12 Murrill St  
Pegasus 7612  
Ph: 027 777 8516  
Email: [ada@jandadesign.co.nz](mailto:ada@jandadesign.co.nz)

**J. Latham**  
Proposed Dwelling At:  
Lot 1 Dp, 303902  
107 Bradleys Road, Ohoka

**Site Plan**

1

XX

9/08/2023

Concept Plan