

milward finlay lobb

Land Use Consent Application and Assessment of Environmental Effects	
Client	**Claire Bramley and Mark Hopkins**
Address	**7 Rankin Rise, Lake Tekapo**
File Number	**113031/01**
Date	**June 2026**

APPLICATION FOR RESOURCE CONSENT

FORM 9: GENERAL APPLICATION

Under Section 88 of the Resource Management Act 1991

APPLICANT

Applicant's Full Name/Company/Trust:	**Claire Bramley and Mark Henry Hopkins**	
Contact Name:	**Mark Hopkins**	
Email address*:	**mark.hopkins@lifehealthcare.co.nz**	
Postal Address*:	**C/- Milward Finlay Lobb Limited** **6 The Terrace** **Timaru**	Tick if postal address is preferred method of correspondence*: ☐ Tick if this is the address for invoicing purposes: ✓
Phone numbers: Day	Mobile **021 193 9944**	

*** Our default method of corresponding with you is by email and phone. Alternatively, if you wish to receive correspondence by post (including any decision) please provide a postal address and tick the relevant box above.**

ADDRESS FOR SERVICE *(if different from the applicant)*

Company:	**Milward Finlay Lobb Ltd**	
Contact Name:	**Andrew Rabbidge**	
Email address*:	**admin@mflnz.co.nz**	
Postal Address*:	**6 The Terrace** **Timaru 7910**	Tick if postal address is preferred method of correspondence*: Tick if this is the address for invoicing purposes:
Phone numbers: **03 684 7688** Day	Mobile	

*** Our default method of corresponding with you is by email and phone. Alternatively, if you wish to receive correspondence by post (including any decision) please provide a postal address and tick the relevant box above.**

DETAILS OF SITE

Street Address:	**7 Rankin Rise, Lake Tekapo**
Legal Description:	**Lot 61 DP 353489**
Record of Title:	**218660**
Valuation Number:	**2531159987**

CONSENT(S) APPLIED FOR – *Identify all consents sought from Mackenzie District Council*

- [x] Land Use Consent
- [ ] Subdivision Consent
- [ ] Change/Cancellation of Consent Conditions or Consent Notice (s127)
- [ ] Extension of Lapse Period of Consent (s125)
- [ ] Existing Use Right Certificate
- [ ] Certificate of Compliance
- [ ] Outline Plan Approval (s176A)

APPLYING FOR FAST-TRACK RESOURCE CONSENT PROCESS

I am applying for a Controlled Activity Land Use Consent:	Yes :	No: ✓
I have supplied an electronic address for service:	Yes:	No: ✓

DESCRIPTION OF THE PROPOSAL

Council approval is sought for a Land Use Consent for a Discretionary Activity for the establishment of visitor accommodation at 7 Rankin Rise - *Wayfarers Lodge and Wayfarers Studio* - for a total of up to 10 guests.

OTHER CONSENTS

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

- **NES for Assessing and Managing Contaminants in Soil to Protect Human Health 2012**
  You can address the NES for Soil Contaminants by selecting **ONE** of the following (tick):

  - [x] This application does not involve subdivision (excluding production land), change of land use or removal of (part of) a fuel storage system. Any earthworks will meet section 8(3) of the NES (including volume not exceeding 25m^2 per 500m^3). 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.

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

  - [ ] I have addressed the NES requirements in the Assessment of Environmental Effects.

- Any other National Environmental Standard (tick):

Yes ☐ N/A ✓

Details:

Any additional consent(s) that have been applied for separately (tick)?

- Environment Canterbury

Yes ☐ N/A ✓

Details:

INFORMATION REQUIRED TO BE SUBMITTED

To be accepted for processing, your application **must** include the following (tick):

✓ **Computer Freehold Register** (Certificate of Title) for the site (no more than 3 months old) and copies of any consent notices and covenants
(Can be obtained from **www.linz.govt.nz**)

✓ A **description of the proposed activity**, and **a description of the site** at which the activity is to occur

✓ A **site plan/s** at a convenient scale showing:
- Location of all existing and proposed buildings and distances to boundaries;
- Location of landscape features including trees and waterways;
- Existing and proposed access points and internal roading;
- Existing and proposed carparking areas;
- Location of existing septic tanks and effluent drainage lines;
- Details of existing and proposed landscaping;
- Location of existing and proposed signs;
- Areas and dimensions of property;
- Roads onto which the property has frontage.

✓ **Other plans** necessary to detail the proposal e.g. elevations, floor plans, servicing plan.

✓ Consideration of **any person/s who may be adversely affected** by the granting of the consent

☐ A **description of any other activities** that are part of the proposal to which the application relates

☐ A description of any **other resource consents required** for the proposal to which the application relates

✓ An **assessment of the activity against any relevant provisions of the Mackenzie District Plan**

✓ An **Assessment of Environmental Effects** (Please see the separate Resource Consent Application Guide provided by the Mackenzie District Council to determine the information requirements that apply to your application).

Please note that additional information requirements may apply. Please refer to the separate Resource Consent Application Guide provided by the Mackenzie District Council in the first instance. For further enquiries, please contact the Planning staff.

PAYMENT – *A deposit fee must be paid prior to or at the time of the application as per Council's Fees and Charges*

I/We confirm payment by (tick):

✓ **Bank transfer** to account **03 0887 0226851 02** reference and the **first five letters of applicant name**

☐ **Cheque payable to Mackenzie District Council** attached

☐ **Manual payment at reception** – receipt number:

DECLARATION

I hereby certify that, to the best of my knowledge and belief, the information given in this application is true and correct. I undertake to pay all actual and reasonable application costs incurred by the Mackenzie District Council.



29 June 2026

Signature* | ***Date***

Andrew Scott Rabbidge on behalf of Claire Bramley and Mark Hopkins

Full Name

*If signing on behalf of a trust or company, please provide additional written evidence that you have signing authority.

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Land Use Consent Application and Assessment of Environmental Effects

On behalf of C Bramley and M H Hopkins, we apply for a resource consent from Mackenzie District Council in relation to residential visitor accommodation at Lake Tekapo. In accordance with Section 88 and Schedule 4 of the Resource Management Act 1991, we provide the following information:

1.0 Overview

The site's address is 7 Rankin Rise, Lake Tekapo and is legally described as Lot 61 DP 353489 held in Record of Title 218660. The site is situated approximately 1.2km south east from the Lake Tekapo village. The location and extent of the site is indicated in Figure. 1. A close-up aerial photo of the site is provided in Figure 2. The site's Record of Title is attached.

The site has an area of 1,295 square metres and is of a rectangle shape with a leg-in access to Rankin Rise. The site encompasses existing built form and existing infrastructure services including reticulated water supply, wastewater and stormwater disposal.

Access to the site is from Rankin Rise, via an existing right of way shared with 3 and 5 Rankin Rise. Rankin Rise is a short residential cul-de-sac off Lochinver Avenue providing access for 19 properties.

The surrounding properties to the north and east have well-established built form. Immediately to the west and south of the subject site is a Local Purpose Reserve managed by the Mackenzie District Council.

1.1 Applicants & Registered Owners

Claire Bramley and Mark Henry Hopkins

C/- Milward Finlay Lobb Limited

6 The Terrace

Timaru 7910

1.2 Type of Resource Consent

Land Use Consent for a **Discretionary Activity**.

2.0 Subject Site

The subject site is located within a rear section at 7 Rankin Rise, Tekapo. It is zoned Low Density Residential under the Operative Mackenzie District Plan and is located within the Takapō / Lake Tekapo Precinct. The site is subject to the Tekapo Flight Protection Area Overlay. No other planning notations or overlays apply to the site.

The land is not subject to any known natural hazards and is not listed on the Environment Canterbury Land Use Register.

The site's topography slopes gently towards Rankin Rise, typical of the land on the north-eastern side of Lake Tekapo.

The subject site contains a total of two residential visitor accommodation units, one of which is an existing four bedroom residential unit (Wayfarers Lodge) and a one-bedroom minor residential unit (*Wayfarers Studio*).



Figure 1: The site's location is illustrated by yellow outline



Figure 2 – Aerial view of the subject site - 7 Rankin Rise, Lake Tekapo - identified with yellow shading.

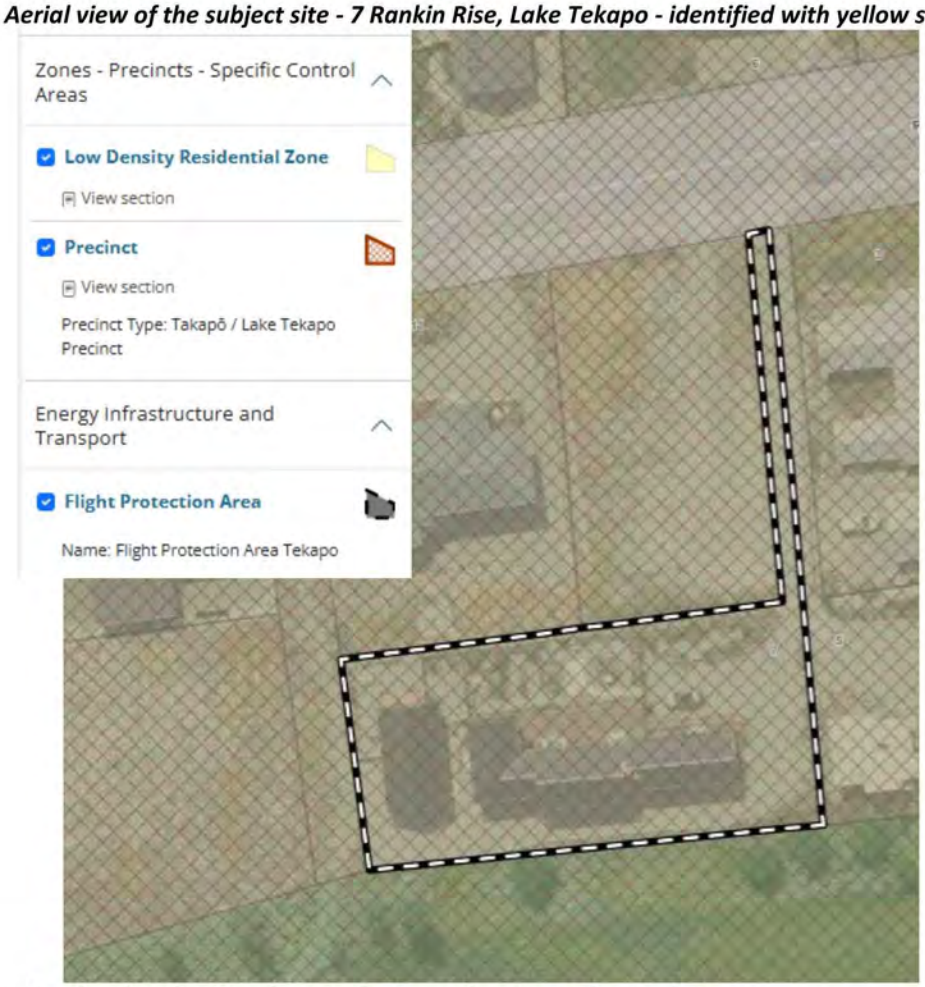


Figure 3 – The Planning Overlays apply across the site as shown above.



Figure 4 – Street view looking towards the leg-in access of the rear allotment at 7 Rankin Rise

2.1 Surrounding Environment

Lake Tekapo Village is a small township located at the south end of Takapō (Lake Tekapo) in the Mackenzie District and wider Canterbury region. Lake Tekapo is a popular tourist destination attracting both domestic and international visitors. The site is within an established residential area and surrounded by similar density residential sections with a number of which also provide for residential visitor accommodation.

3.0 Proposed Development

Council approval is sought for a Land Use Consent for a **Discretionary Activity** to enable short term residential visitor accommodation to continue at 7 Rankin Rise within *Wayfarers Lodge* and *Wayfarers Studio* for a total of 10 guests within the Low Density Residential Zone. A copy of the proposed site plan designed by Silva Studio is attached in support of this application. The *Visitor Accommodation Management Plan* for 7 Rankin Rise is attached and should be read in conjunction with the Land Use Consent Application.

The residential visitor accommodation on offer within the subject site includes:

- Wayfarers Lodge, an existing modern residential unit, consists of four bedrooms, kitchen, living, laundry and two bathrooms.
- Wayfarers Studio, an existing modern minor residential unit, consists of one bedroom/dining shared area, kitchenette and one bathroom/laundry, with garaging.

As per District Plan requirements, a total of 2 vehicle parking spaces are provided for within the site. Vehicles using the parking spaces are able to manoeuvre within the site to exit in a forward motion.

Existing well established amenity landscaping is provided within the subject site as indicated on the site plan and the photographs on pages 24-30.

4.0 Compliance with District Plan

In terms of Council's Operative District Plan, the subject site is located within the Low Density Residential Zone within the Takapō / Lake Tekapo Precinct. Rule LRZ-R5 applies to residential visitor accommodation and is assessed as follows:

Rule	Description	Comment
Low Density Residential		
LRZ-R5 Residential Visitor Accommodation	**Activity Status: PER** **Where:** 1. No more than one residential unit on a site is used for residential visitor accommodation, including a minor residential unit; and 2. The maximum occupancy of the unit used for residential visitor accommodation does not exceed six guests per night.	Two separate units are currently operating onsite for a total of up to ten guests per night as short-term visitor accommodation. **LRZ-R5.1 – Discretionary Activity** **LRZ-R5.2 - Restricted Discretionary** Where:

Rule	Description	Comment
		3. The maximum occupancy of a residential unit used for residential visitor accommodation exceeds six guests but does not exceed 12 guests per night **LRZ-R5.3 – complies. Refer to Matters of Discretion below.**

Rules LRZ-R5 requires the listed Matters of Discretion (Low Density Residential Zone) to be considered. These are assessed in the following table:

Matters of Discretion	Description	Comment
Low Density Residential Zone		
LRZ-R5 Residential Visitor Accommodation	a The location, design and appearance of buildings on the site. b The traffic impacts including the provision of adequate onsite parking. c Effects on amenity values of adjoining residential sites including noise. d The adequacy of any mitigation measures.	The existing residential visitor accommodation is appropriately located and designed to align with the character of the surrounding residential area, with building scale, form and materials ensuring visual compatibility. Traffic effects are assessed to be minor, with adequate onsite parking provided to meet demand and avoid off-site parking. Potential effects on neighbouring amenity, including noise, are managed through design, layout, and operational controls. A copy of the Visitor Accommodation Management Plan is attached in support of this application. Mitigation measures such as setbacks, well established landscaping, and

Matters of Discretion	Description	Comment
Low Density Residential Zone		
		management practices (the visitor accommodation is managed by Book Tekapo) ensure that any adverse effects are minimised and that the amenity of adjoining properties is maintained.

The Low Density Residential standards are assessed in the table below:

Standards	Description	Comment
Low Density Residential Standards		
LRZ-S1 Density	1 The minimum site area per residential unit is 400m^2, along with one permitted minor residential unit.	**Complies –** The site is 1,295 m^2 and contains one residential unit (Wayfarers Lodge) & one minor residential unit (Wayfarers Studio) at 7 Rankin Rise.
LRZ-S2 Height	3. The maximum height of any building or structure shall not exceed 8m above ground level.	**Complies –** The existing residential unit and minor residential unit are both less than 8m in height.
LRZ-S3 Height in relation to boundary	1. Any building or structure shall comply with the Height in Relation to Boundary requirements in APP1.	**Complies –** Building recession lines were confirmed with Council at the time of building consent.
LRZ-S4 Setbacks	1. Any building or structure, excluding ancillary structures, shall be setback a minimum of 2m from any road, shared accessway or reserve. Except any site with road frontage to Pioneer Drive, Takapō / Lake Tekapo shall have any building or structure, excluding ancillary structures, setback a minimum of 4.5m. 2. Any building or structure, excluding ancillary structures, shall be setback a minimum of 2m from any internal boundary.	**Complies –** Both residential units are setback more than 2m from the road frontage and internal boundaries. Also refer to the attached site plan.
LRZ-S5	1 The maximum building coverage of any site	**Complies –**

Standards	Description	Comment
Coverage	shall not exceed 40%. 2 The maximum building and impervious coverage of any site shall not exceed 50%.	1 The total building coverage is approximately 17.90%. 2 **Non-compliant** – Impervious coverage is 61.22% of the site. **Refer to Matters of Discretion - RES-MD4 Coverage**.
LRZ-S6	Ridge Line	Not applicable to subject site (not within Specific Control Area 5).
LRZ-S7 Servicing	1. All residential units and buildings requiring wastewater disposal which are not connected to a reticulated sewer network, but which involve the discharge of wastewater, shall be provided with an on-site wastewater treatment and disposal system, authorised by the Canterbury Regional Council by way of a rule in a regional plan or a resource consent.	Not applicable for Lake Tekapo.

Takapō / Lake Tekapo Precinct (PREC1)

Relatively recent amendments to the Mackenzie District Plan introduced the Takapō / Lake Tekapo Precinct (PREC1), with the existing built form established well before the introduction of PREC1.

Rule PREC1-R1 – Buildings and Structures within the Low Density Residential Zone within Takapō / Lake Tekapo Precinct are classified as a permitted activity provided they can comply with standards PREC1-S1 to PREC1-S8. The standards of PREC1 are assessed in the below table:

Standards	Description	Comment
Takapō / Lake Tekapo Precinct Standards		
PREC1-S1 Materials and Colours	1. The exterior cladding of any building shall only comprise the following materials, with a minimum of at least two of these materials: a. natural unpainted or stained weatherboards and similar cladding materials (such as timber and board and batten); b. painted plaster style materials; c. alluvial stone (moraine and river stone); d. painted or weathering steel (including Colorsteel and Cortern); or e. cob (adobe blocks or rammed earth).	Built form is existing and no additional built form is proposed.

Standards	Description	Comment
	2. Roof materials shall not include tiles. 3. All painted cladding shall be coloured in the range of browns, greens, greys or black, with a light reflectivity value between 5% and 35%. 4. Except that 1.-3. above shall only apply in the Large Format Retail Zone and General Industrial Zone to building facades which front a road or other public space.	
PREC1-S2 Roofs	1 Primary roof forms shall have: a. a flat or monopitch roof angle up to 20 degrees; or b. a gable of between 20 – 65 degrees. 2 Secondary roof forms (e.g. linking structures, lean-tos, verandahs, accessory buildings and garages) shall be the equivalent or lower in pitch and not project above the primary roof form.	Built form is existing and no additional built form is proposed.
PREC1-S3 Building Scale	1. The wall of any building shall not be greater than: a. 20m in total length; and b. 14m along a road or public space without a recess in the façade and roofline of at least 1m in depth and 2m in length. 2. There shall be a minimum separation distance between any buildings on a site of no less than 2m.	Built form is existing and no additional built form is proposed.
PREC1-S4 Height	1. The maximum height of any building or structure shall not exceed 7.5m above ground level, except a gable roof may exceed the maximum height by no more than 1m.	Built form is existing and no additional built form is proposed.
PREC1-S5 No Build Areas	1. No building or structure shall be located within an identified No Build Area.	Not applicable
PREC1-S6 Garages	1. Any garage attached to the primary building shall be set back at least 0.5m from the façade of the building fronting a road or public space. 2. Any detached garage shall be set back at least 2m from any residential unit.	Built form is existing and no additional built form is proposed.
PREC1-S7 Fencing	1. No fence along the road frontage, or other public space, shall be located closer to the road	There is no fencing along the Rankin Rise frontage of the property.

Standards	Description	Comment
	or public space than the primary building facade.	There is no fence along the south-western or southern boundaries of the site in common with Council's Recreation Reserve. The north-western boundary of the site is fenced with existing use rights applicable under Section 10(1)(a) of the RMA 1991.
PREC1-S8 Retaining Walls and Level Changes	1. Any retaining wall fronting a road or public space shall be a maximum of 1m in height and be of natural materials or cladding (e.g. timber, moraine / river stone and steel) with a minimum terrace step or embankment of 500mm between retaining walls. 2. Any embankment or bund shall be no steeper than 1:3 (33%) with bunding no higher than 1.2m above road level at the road boundary.	Not applicable, no retaining walls or earthworks proposed as part of this consent application.

Council's Transportation Standards as per TRAN-R6 *Parking, Manoeuvring and Loading Areas Associated with a Non-Residential Activity* are assessed in the below table. No changes to the well-established vehicle crossing or vehicle access way are proposed as part of this consent application.

Standards	Description	Comment
Transportation Standards		
TRAN-S1 Minimum Parking Space Requirements	1. On-site car parking spaces are to be provided with the minimum number of parking spaces as outlined in TRAN-Table 3.	**Complies -** A total of two car parking spaces are available for Wayfarers Lodge and one space for Wayfarers Studio.
TRAN-S2 Size of Parking Spaces	1. Where parking spaces are provided, they must comply with the dimensions set out in TRAN-Table 4 – Car parking dimensions and illustrated in TRAN-Figure 1.	**Complies -** with TRAN-Figure 1 (2.5m stall width and 5.4m stall depth).
TRAN-S3 Mobility Parking Requirement	1. All activities shall provide the number of mobility parking spaces in TRAN-Table 5 on-site; and 2. All mobility parks shall comply with the design requirements in TRAN-Table 4 — Car parking dimensions and illustrated in TRAN-	**Complies -** The site plan includes provision for one on-site mobility park.

Standards	Description	Comment
	Figure 1.	
TRAN-S4 Reverse Manoeuvring	1. All activities shall provide for sufficient on-site manoeuvring to ensure that no reversing is needed: a. Onto or off a State Highway/Arterial Road; b. To a Collector Road where three or more vehicle parking spaces are required; or c. To a vehicle accessway that provides for six or more parking spaces.	**Complies –** Demonstrated on Silva Studio site plan dated June 2026.
TRAN-S5 Queuing	1 On-site queuing spaces shall be provided for all vehicles entering a parking area or loading area in accordance with TRAN-Table 6 — Queuing Space Requirements.	Not applicable. Less than five car parking spaces required for the proposed activity.
TRAN-S6 Loading Areas	1 One loading space must be provided per site for the largest type of service vehicle or bus that will be on-site at any one time. 2 Vehicle loading spaces must be designed to accommodate a 90th percentile two-axle truck in accordance with TRAN-Figure 2 and where articulated trucks and trailers are to be used, the loading space(s) must be designed to accommodate these vehicles. Every vehicle loading space must be of a useable shape and comply with the following dimensions: a. Minimum width of 3.5m if adjacent to a kerb or 4.5m when adjacent to a wall. b. Minimum depth of 8m. c. Minimum height of 4.5m above ground or floor level. 3. The required loading space must not include any space used for on-site queuing, parking or manoeuvring space, or a vehicle access point.	Not applicable to the Low Density Residential zone.
TRAN-S7 Surface and Drainage of Parking and Loading Areas	1 For sites with less than four on-site vehicle parking spaces: a. The surface must be formed to an all weather standard; and b. The area over which vehicles obtain access to the parking area must be sealed from the vehicle access point for 5.5m	**Complies** - TRAN-S7.1a - the existing driveway surface is sealed from the vehicle access point for approximately 40 metres into the site. The parking areas are formed

Standards	Description	Comment
	into the site. 2 For sites with four or more on-site vehicle parking spaces, the surface must be formed, sealed and drained.	to an all-weather standard. TRAN-S7.2 – not applicable.
TRAN-S8 Landscaping	1. For sites containing five or more car parking spaces for non-residential activity a landscaping strip must be provided within or immediately adjacent to the parking area with a minimum width or diameter of 1.5m; and 2. The landscaping strip must contain a combination of trees, shrubs, and groundcover; and 3. Landscaping must be maintained so as to not obscure visibility or impede the movement of vehicles, cycles, or pedestrians.	Not applicable
TRAN-S14 Cycle Parking	1. All activities shall comply with: a. The cycle space rates listed in TRAN-Table 13. b. Each space shall have a cycle stand or parking rack system which complies with TRAN Figure 9. c. All spaces, stands, and racks shall be: i. Established on the same site as the activity; ii. Located as close as practicable to the buildings main entrance; iii. Clearly visible to cyclists entering the site. d. All spaces, stands, and racks shall be Well-lit and secure.	Not applicable (short term visitors)

An assessment of Council's Light Rules and Standards in the following the table:

Rule	Description	Comment
Light		
LIGHT-R1 Outdoor Lighting Not Specified in LIGHT-R2, LIGHT-R3 or LIGHT-R4	Activity Status: PER Where: 1. The following outdoor lighting may not be used between 10.00pm and 6.00am: a. searchlights	**Complies -** with an assessment of S1 to S5 below

Rule	Description	Comment
	b. floodlighting of an area that is not in use or of an activity that is not in operation. c. outdoor illumination of any public recreational facility d. outside illumination of any building for aesthetic purposes by floodlight e. any outdoor illumination in which light is produced by metal halide, mercury vapour or fluorescent lighting, unless this lighting was installed prior to 1 January 1979 in any Commercial or Residential Zone in Takapō / Lake Tekapo or 1 March 1986 in all other zones. f. flashing lights on selfpropelled irrigators. And the activity complies with the following standards: LIGHT-S1 Direction LIGHT-S2 Shielding LIGHT-S3 Colour Temperature LIGHT-S4 Light Sources LIGHT-S5 Horizontal and Vertical Illuminance.	
LIGHT-R2 Security Lights	**Activity Status:** **PER Where:** Security lights must be fitted and controlled with a motion sensor. **And the activity complies with the following standards:** LIGHT-S1 Direction LIGHT-S2 Shielding LIGHT-S4 Light Sources LIGHT-S5 Horizontal and Vertical Illuminance	**Complies -** with an assessment of S1 to S2 and S4 to S5 below.

Standard	Description	Comment
Light		
LIGHT-S1 Direction	1. All fixed exterior lighting shall be directed away from any adjacent roads, residential properties and lakes, with the exception of streetlights which may be directed towards the road that they are intended to illuminate.	**Complies -** There are a number of exterior lights affixed to the built form (front and rear). These lights are less

Standard	Description	Comment
		than 3m above ground level and are exterior downward facing lights only Refer to images on pages 24 to 30 for exterior lighting.
LIGHT-S2 Shielding	1 All outdoor lighting shall be shielded from above in such a manner that all the light shines below the horizontal.	**Complies –** As the exterior lights provide downward lighting only, there is no light spill beyond the property boundary.
LIGHT-S3 Colour Temperature	1 The correlated colour temperature of outdoor lighting shall not exceed 3000 K.	**Complies –** The exterior lighting installed on the built form complies with LIGHT-S3.
LIGHT-S4 Light Source	1. Only light-emitting diode (LED), low pressure sodium and high pressure sodium light sources shall be used.	**Complies –** The outdoor lights are LED lights.
LIGHT-S5 Horizontal and Vertical Illuminance	1. The maximum level of light spill from outdoor lighting shall not exceed the horizontal or vertical illuminance levels on any adjoining site in the receiving zone set out in LIGHT - TABLE 1, excluding roads.	**Complies -** The downward-directed LED exterior lights ensure that horizontal and vertical illuminance at any adjoining site remains below the limits specified in LIGHT – Table 1.

No additional resource consents are sought from the Mackenzie District Council or Environment Canterbury at this time.

Based on the foregoing assessment, overall this Land Use Application is classified as a **Discretionary Activity** in terms of the Mackenzie District Plan.

5.0 Assessment of Effects – Schedule 4 Clause 6 of the Resource Management Act 1991

5.1 Permitted Baseline

Section 104(2) RMA provides that a consent authority may disregard an adverse effect of an activity on the environment if a NES or plan permits an activity with that effect. The Mackenzie District Plan classifies the occupancy of a residential visitor accommodation unit catering for up to six guests as a permitted

activity with a single residential unit. In addition the District Plan permits a minimum site area of 400 m² per residential unit.

The proposal seeks to allow for a maximum occupancy of ten guests, four above what is permitted by the District Plan within two existing residential units. The combined residential unit and minor residential unit have five bedrooms and can accommodate ten people. It is also worth noting that the District Plan does not limit the amount of people per house and therefore it could theoretically accommodate more. Therefore, as a residential activity, the unit and flat could be occupied by ten or more tenants or residents on a permanent or semipermanent basis as a permitted activity.

It is therefore reasonable to apply the permitted baseline as it relates to the proposal. This has two components. First, accepting that the assessment with regards to visitor accommodation should only focus on the four additional people being accommodated on site. Second, that the effects associated with the additional four people will be similar in character, intensity and scale to a proposal that accommodates ten people on site whether permanently or as tenants. This permitted baseline provides a useful comparison between the effects of the activities that can occur as of right on the site and the effects of the proposed activity.

5.2 Visitor Accommodation

As previously stated it is proposed that up to 10 people will utilise Wayfarers Lodge and Wayfarers Studio for visitor accommodation purposes. The houses are set up and marketed for up to two separate groups only, as opposed to a large number of individuals (refer to the attached Visitor Accommodation Management Plan). There are a number of living spaces within Wayfarers Lodge and the two residential units are situated on a large section (1,295 square metres). There is adequate space for parking on the section and there is established landscaping on the site (approximately 38.8% of the site). Therefore, the adverse effects of having an increased number of guests from what is permitted are considered to be no more than minor. The site can comfortably accommodate 10 persons and will not have a detrimental impact on the roading network as cars will be able to be contained within the site boundaries in the designated parking areas. Furthermore, the site is managed by BookTekapo who will be able to manage any potential issues that may arise from visitors in a timely manner in accordance with the attached Visitor Accommodation Management Plan.

The high quality built form that has been established reflects the type of people the applicant hopes to attract to their property. The District Plan does anticipate visitor accommodation activity occurring within the Low Density Residential Zone as 6 visitors are permitted within this zone. Lake Tekapo Village also has a high number of visitor accommodation units with approximately 50% of the homes classified as 'unoccupied' in May 2020 (data sourced from the Mackenzie Housing Stocktake undertaken by Rationale

Ltd for the Mackenzie District Council). Therefore visitor accommodation units are largely anticipated and expected within the Lake Tekapo Village.

It is also noted that consent is not sought for any additional people than what has been accommodated in the past. Therefore no additional adverse nuisance effects would be expected to arise in the future than what already exist.

The Visitor Accommodation Management Plan (attached) ensures that there are procedures in place to manage any nuisance effects that may arise as a result of up to 10 people occupying the two units. The Management Plan (including *House Rules*) has been create to provide a clear mechanism for how guests are to be managed, the expectations that will be required of guests and how any issues that arise will be managed. Along with a yearly review to ensure that the plan is still fit for purpose and any issues that arise are dealt with it is considered that there are enough layers within the management plan to ensure that any nuisance effects that may arise from the visitor accommodation activity are dealt with in a timely manner.

5.3 Internal Setbacks – Visitor Accommodation

The two residential units are well established on the site, and as previously mentioned there is also existing amenity landscaping totalling approximately 38.8% of the site. The existing built form is well set back from existing boundaries and compliance with LRZ-S4 is confirmed.

The *House Rules* requires that there are limits on the hours that the outdoor areas are able to be utilised along with no parties, no pets, and no smoking.

The properties immediately to the north (9 and 11 Rankin Rise) have well established landscaping that will help to screen the existing built form within the subject site. The views and outdoor living areas at 9 and 11 Rankin Rise also face north (towards Lake Tekapo) rather than south to the subject site.

5.4 Transportation

The property has three spaces available for carparking, including a mobility car park, refer to the attached site plan. Traffic movements will be in accordance with what is expected of visitor accommodation units being generally small light vehicles, with property management and cleaning services also coming and going as required. Traffic movements are considered to be comparable to a permitted baseline development.

5.5 Visitor Accommodation Management Plan (VAMP)

The imposition of the attached Visitor Accommodation Management Plan (VAMP) is volunteered as a condition of land use consent approval and includes:

- Property Manager Details
- House Rules
- Parking Information
- Compliant Management Procedure
- Appendix A (Guest Information Booklet)
- Occupancy Records
- VAMP Review and Amendment Provisions.

5.6 Conclusion

As there are no further additions or changes proposed to the existing built form, it is considered that there are no other adverse effects that will arise in relation to infrastructure, outdoor lighting, visual amenity or natural hazards. Any potential adverse effects that may arise from the proposed activity are resolved by landscaping and the Visitor Accommodation Management Plan that has been created specifically for Wayfarers Lodge and Wayfarers Studio. As the site is to be managed by BookTekapo any issues that may arise from the number of guests to be accommodated can be resolved promptly. Accordingly, the adverse effects that may arise from the proposal are considered to be no more than minor.

5.7 Written Approvals

No written approvals were obtained as part of this proposal as the adverse effects including the existing permitted built form on site have been assessed as less than minor.

6.0 Mackenzie District Plan - Objectives and Policies

Consideration has been given to the relevant Mackenzie District Plan Objectives and Policies, these are outlined below:

Objectives	
LRZ-O1	**Zone Purpose**
The Low Density Residential Zone provides primarily for residential living opportunities, and other compatible activities that support and are consistent with the character and amenity values of the zone.	
LRZ-O2	**Zone Character and Amenity Values**
The Low Density Residential Zone is a desirable suburban living environment, which: 1 contains predominantly one to two story detached residential units; and 2 provides on-site amenity and maintains the suburban character and amenity values of adjacent sites.	

Policies

LRZ-P2 Compatible Activities

Provide for activities other than residential activities, where:

1 they are ancillary to a residential activity or are consistent with the character, amenity values and purpose of the zone;
2 they service the local community and do not detract from the character, amenity values or purpose of the Neighbourhood Centre or Town Centre Zones;
3 the effects of the activity, including its scale, hours of operation, parking and vehicle manoeuvring are compatible with the amenity values of adjoining sites; and
4 there is a functional need or operational need to establish in the zone.

LRZ-P5 Other Non-Residential Activities

Avoid non-residential activities and buildings not provided for in LRZ-P2 or LRZ-P4, unless:

1. the activity is an expansion of an existing activity; and/or
2. any adverse effects of the activity do not compromise the amenity values of the surrounding area; and
3. the nature, scale and intensity of the activity is compatible with the character and purpose of the zone.

LRZ-P6 Adverse Effects

Manage development within the Low Density Residential Zone to ensure:

1. built form is of a scale and design that is compatible with the character, amenity values and purpose of the zone;
2. larger lots sizes are retained in areas subject to servicing constraints in Specific Control Area 4, until such time appropriate services are in place; and
3. building and structures located in Specific Control Area 5 do not dominate the identified ridgeline when viewed from a public place.

Objectives

PREC1-O1 Precinct Purpose

Development within Takapō / Lake Tekapo maintains the distinctive character and identity of the Township and is complementary to the surrounding landscape.

Policies

PREC1-P1 Adverse Effects

Control the scale, appearance and location of buildings to ensure that:

1. the built form character of the Township is maintained and enhanced;

2. development is integrated with the landscape setting, including the topography, landform, and views to and from the area;
3. key viewshafts within and through land on the south side of State Highway 8 are protected, and accessibility to the Domain and lake are maintained; and
4. views to the lake from properties on the north side of State Highway 8 are maintained.

Objectives

TRAN-O1 Safe and Efficient Transport Network

The transport network is a safe, well-connected, integrated, resilient, and accessible system that:

1. meets and is responsive to current and future needs;
2. promotes the use of alternative modes of transport;
3. is efficient and effective in moving people and goods within and beyond the district; and
4. is protected from reverse sensitivity effects.

Policies

TRAN-P1 Integrated Land Use and Transport Planning

Maintain the safety, effectiveness and efficiency of the District's transport network by:

1. ensuring integration with land use;
2. managing the levels of service, formation standards, and types of land transport infrastructure by compliance with design and operational standards and road hierarchy classifications;
3. providing land transport infrastructure that is consistent with the zone in which it is located;
4. providing for safe entry and exit for vehicles to and from a site to a road without compromising the safety or efficiency of the road corridor; and
5. ensuring appropriate sightline visibility is provided to road users.

Objectives

LIGHT-O1 Outdoor Lighting

Outdoor lighting allows activities to occur beyond daylight hours and provides safety and security for activities, while:

1. protecting views of the night sky; and
2. managing light spill to maintain amenity values, health and safety and the safe operation of the transport network.

Policies

LIGHT-P1 Managing Outdoor Lighting

Manage the location, design and operation of outdoor lighting to ensure:

1 it does not distract or interfere with the safety of road users; and
2 it is compatible with the zone in which any light spill is received

LIGHT-P2 Night Sky Darkness

Require outdoor lighting and skylights to minimise, as far as practicable, the potential for upward light spill that would adversely affect the ability to view the night sky.

Comment

It is considered the proposal represents an efficient use of existing resources that integrate with the built form character of Lake Tekapo. Renting out holiday homes for visitor accommodation when not in use reduces the cost of ownership. The use of the two existing residential units for short term rental accommodation makes practical and economic use of the buildings and facilities on the site. Demand for accommodation in the Tekapo area is also creating the need for visitor accommodation of this nature with tourism being beneficial for the Mackenzie District and also the wider Canterbury region

Overall, it is considered that the proposed application is in accordance with the relevant Objectives and Policies of the Operative Mackenzie District Plan.

7.0 Sustainable Management

In terms of the Resource Management Act 1991, one of the prime purposes of the Act is to promote he sustainable management of natural and physical resources. Part II of The Act states:

"Sustainable management means managing the use, development and protection of natural and physical resources in a way, or at a rate, which enables people and communities to provide for their social, economic and cultural wellbeing and for their health and safety while:

- avoiding, remedying, or mitigating any adverse effects of activities on the environment.

In achieving the purpose of the Act, the consent authority shall have particular regard to:

- the maintenance and enhancement of amenity values
- the maintenance and enhancement of the quality of the environment"

The Act defines amenity values as:

"Amenity values means those natural or physical qualities and characteristics of an area that contribute to people's appreciation of its pleasantness, aesthetic, coherence and cultural and recreational attributes."

Given the particular factors relating to this application, it is considered that the proposal would not be consistent with Part II of the Resource Management Act 1991.

8.0 Assessment of Effects - Schedule 4 Clause 7 of the Resource Management Act 1991

The above items are considered to deal with the essential matters relating to the proposal and the likely effects resulting from it. As required in terms of the Schedule 4 of the Resource Management Act 1991, consideration has been given to the following various matters identified in Clause 7 as follows, bearing in mind the **Discretionary Consent Activity** Status:

a any effect on those in the neighbourhood and, where relevant, the wider community, including any social, economic, and cultural effects:

b any physical effect on the locality, including landscape and visual effects:

c any effect on eco-systems, 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, for future or present 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.

Subject to the Mackenzie District Council imposing consent conditions including adoption of the attached Visitor Accommodation Management Plan (VAMP), it is considered that the adverse effects of the proposal to be less than minor.

9.0 General

Accordingly, we would be grateful if Council could now consider and approve this land use consent application as a non-notified **Discretionary Activity**.

9.1 Address for Service

Claire Bramley and Mark Hopkins
C/- Milward Finlay Lobb Limited
6 The Terrace, Timaru 7940

9.2 Contact for Site Visit

Mark Hopkins

Telephone: 021 193 9944

Email: mark.hopkins@lifehealthcare.co.nz

Prepared by:

Karen Kitching

Administrator - Planning

Reviewed by:

Andrew Rabbidge

BSurv (credit), RPSurv, Assoc NZPI, MS+SNZ, CSNZ

Licensed Cadastral Surveyor

Director, Milward Finlay Lobb Limited

30 June 2026

Attachments

- Milward Finlay Lobb Site Visit Images dated 18 June 2026
- Silva Studio Site Plan dated 18 June 2026, floor plans and elevations from Council records
- Record of Title 218660 and current interests
- Mackenzie District Council eplan
- Canterbury Maps Aerial Photograph dated 16 June 2026 at a scale of 1:400 @A4
- Visitor Accommodation Management Plan

Milward Finlay Lobb Site Visit Images - 18 June 2026



Wayfarers Studio looking north towards Lake Tekapo



Wayfarers Studio looking north towards the garage



Southwest corner of the site looking east



Southwest corner of the site looking west



Looking north between Wayfarers Studio (left) and Wayfarers Lodge (right) from the southern boundary of the site



Wayfarers Studio looking east towards Wayfarers Lodge



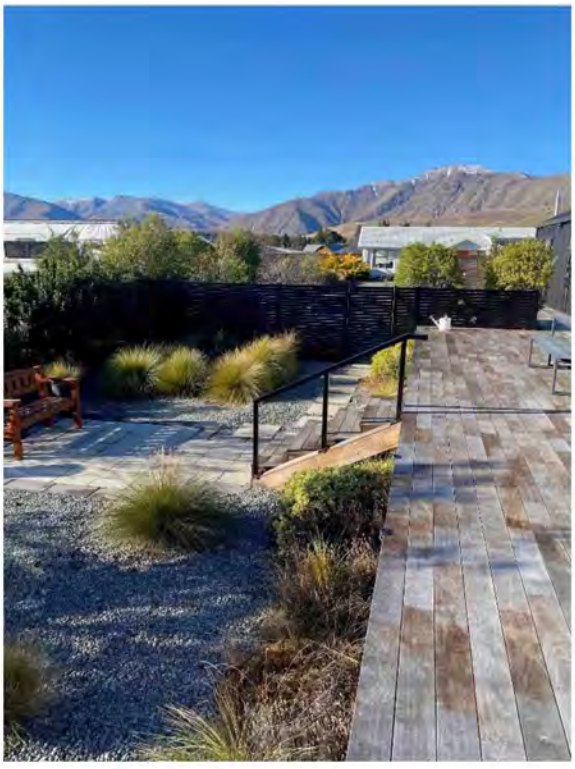
Southeastern corner of the site looking east to 5 Rankin Rise



Southeastern corner of the site looking south to Recreation Reserve



Existing landscaping, Wayfarer's Lodge looking west



Existing landscaping, Wayfarer's Lodge looking east



Wayfarer Lodge looking north to Lake Tekapo



Wayfarer Lodge, looking west towards Wayfarer Studio



Wayfarer Lodge, eastern boundary looking west



Site Information

Address	7 Rankin Rise, Lake Tekapo	
Legal Description	Lot 61 DP 353489	
Valuation Number	2531159987	
Site Area	1,295.30m²	
Building Area	231.97m²	(17.91%)
Driveway Area	560.97m²	(43.31%)
Landscape Area	502.28m²	(38.78%)
Building Coverage	17.90%	
Impervious Coverage	61.22%	

Design Conditions

Earthquake Zone	2
Exposure Zone	B
Wind Zone	Extra High (55m/s)
Altitude	760m ASL
Snow Loading Zone	3.33kPa
District Plan Zone	Low Density Residential Zone

Services

NUO services are to be utilized for all services, specific services shown thus

sewer

stormwater

water

SILVA STUDIO
Architecture + Management

Hopkins Residence

7 Rankin Rise, Lake Tekapo

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drawing title
Site Plan

sheet no.	job number
01 out of 01	**260078**
date: **June 2026**	scale: **1:200 @ A3**

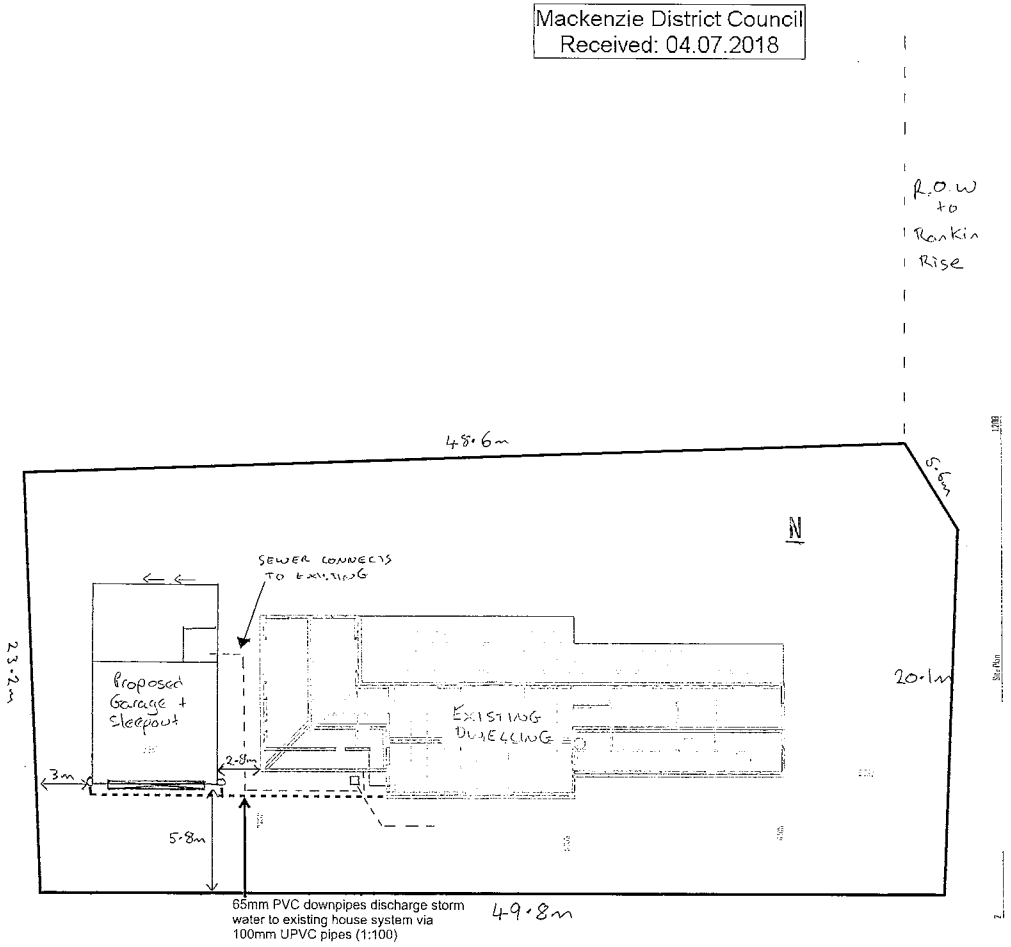
revisions

design	check	drawn
FS	**FS**	**FS**

RESOURCE CONSENT

NOTE - All dimensions shall be confirmed on site prior to manufacture or construction

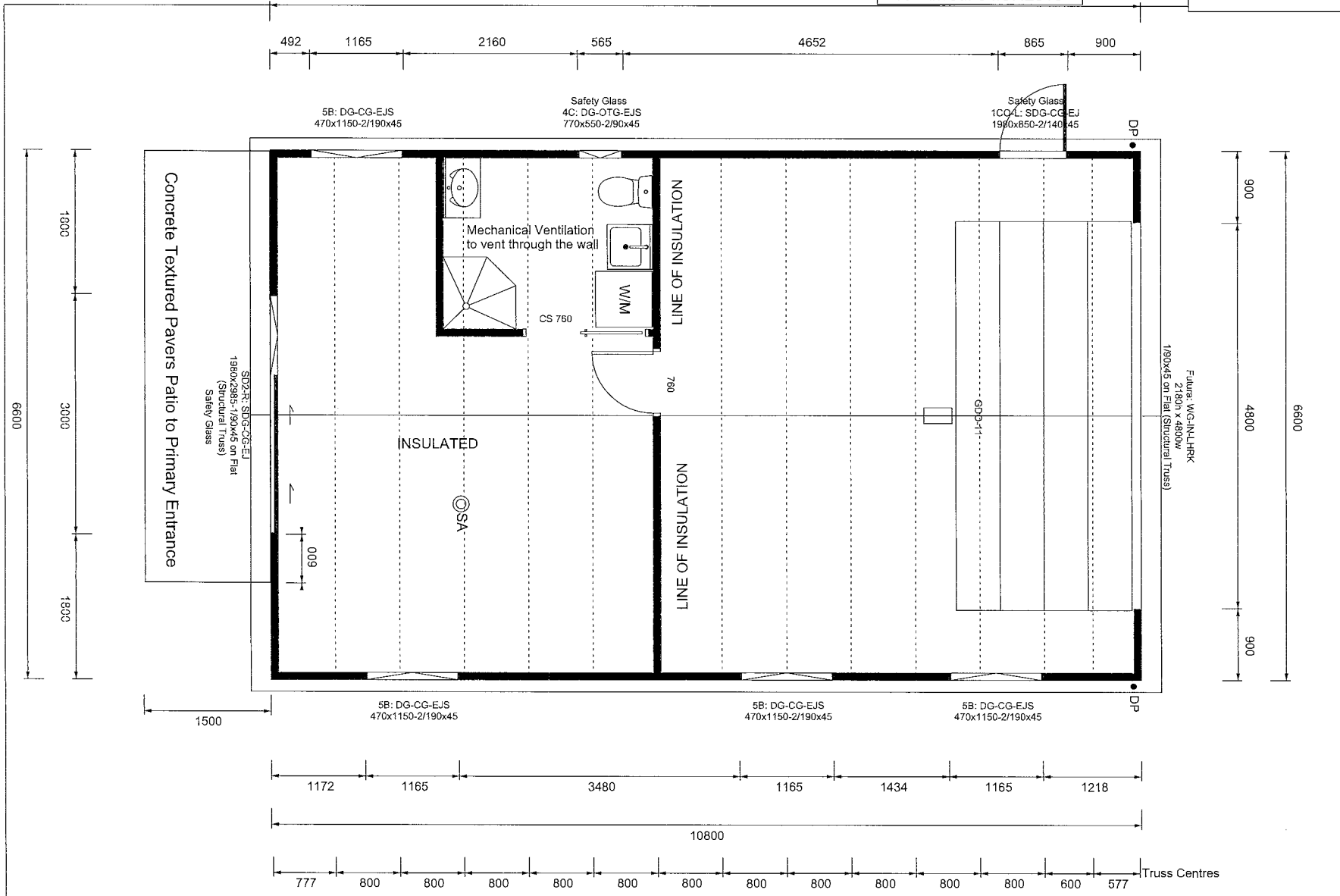
Mackenzie District Council
Received: 04.07.2018



DIMENSIONS IN mm UNLESS OTHERWISE STATED. THIS IS A C.A.D. DRAWING AND MUST NOT BE ALTERED BY MANUAL METHODS

Mackenzie District Council
Received: 04.07.2018

Note: all external doorways to comply with D1/AS1



SCALE A3-1:50

LEGEND

Sectional Door	
WG	Woodgrain Finish
IN	Insulated
LHRK	Low Head Room Kit
GDO11	GDO11 Auto Opener
Aluminium Joinery	
SDG	Double Saftey Glazing
CG	Clear
PVC Downpipe	
DP	65mm dia
Electrical	
◎ SA	Smoke Alarm (with hush button)

All Glazing to Comply with NZS4223

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1 2 3

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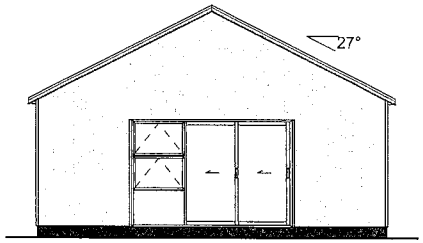
VERSATILE® HOMES & BUILDINGS

For: Russell Dunn
7 Rankin Rise
Tekapo
7999

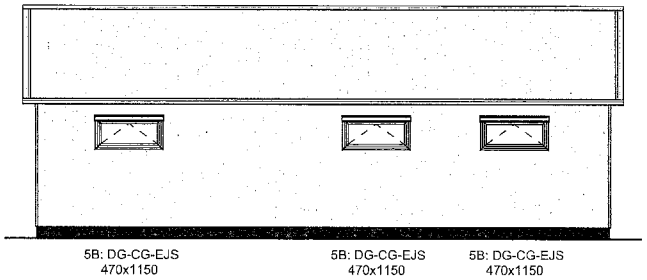
VB1000 - Design

Floor Plan General

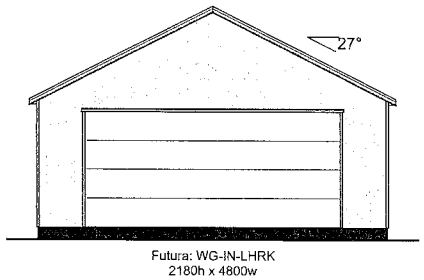
Sheet 7 of 28



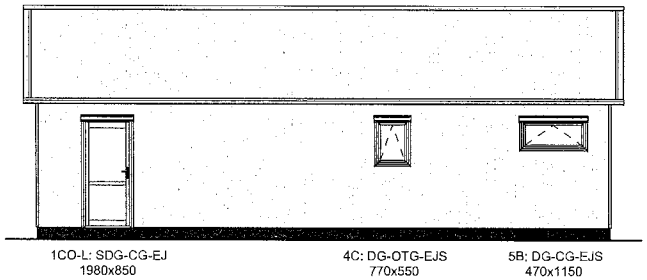
ELEVATION VIEW 1



ELEVATION VIEW 2



ELEVATION VIEW 3



ELEVATION VIEW 4

SCALE A3-1:100

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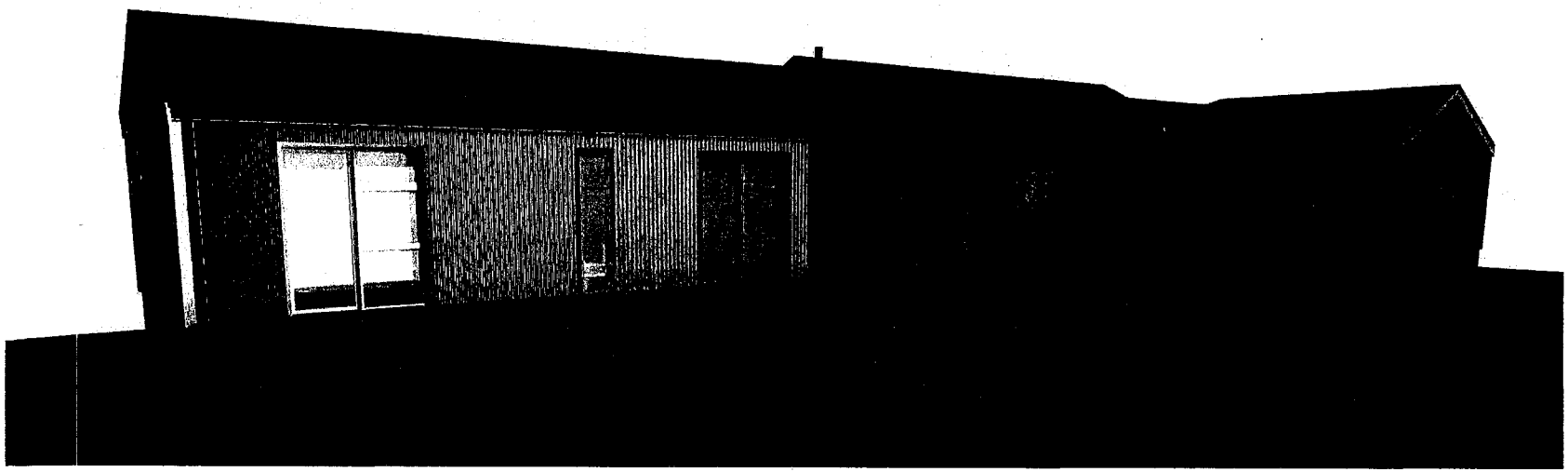
For: Russell Dunn
7 Rankin Rise
Tekapo
7999

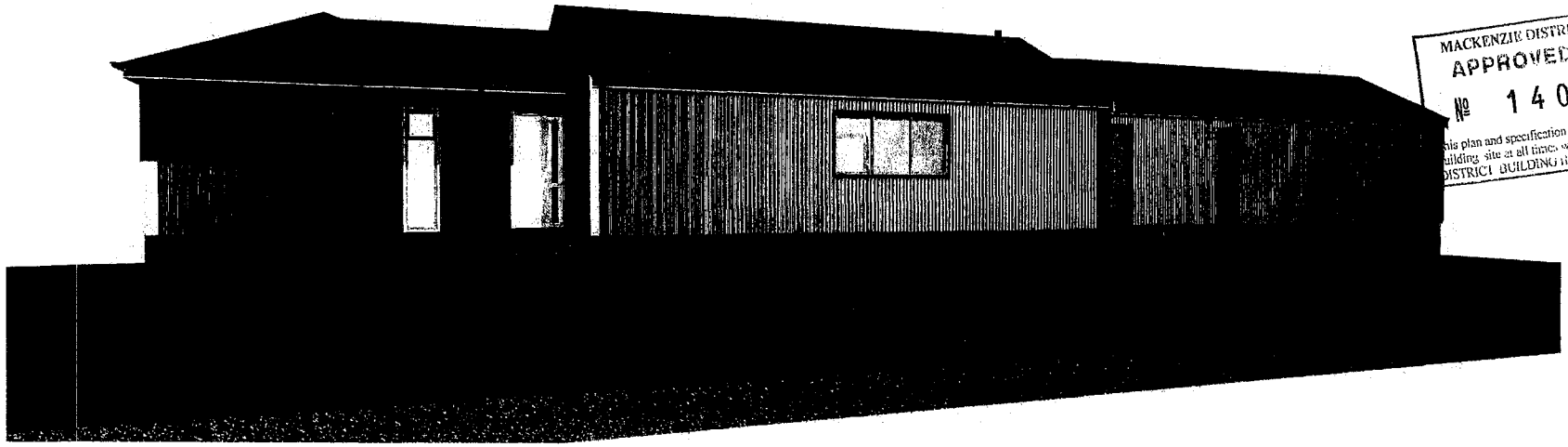
VB1000 - Design

Elevations

Due to location of Dwelling the complete plans are to have a structural verification by an engineer and PS1 provided

BCPLAN





MACKENZIE DISTRICT COUNCIL
APPROVED
№ 140157
this plan and specification must be available on the
building site at all times when work is in progress
DISTRICT BUILDING INSPECTOR

Sheet Index

Layout ID	Layout Name	Remark
101	Cover	
102	Site Plan	
103	Ground Floor Plan	
104	Sub Floor Framing	
105	Ground Floor Framing	
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107	Pile Details	
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309	Vertical Shiplap Details	
310	Vertical Shiplap Details	
311	Vertical Shiplap Details	
312	Vertical Shiplap Details	
313	LUMBERLOK Details	
314	LUMBERLOK Details	
315	Wet Area Details	

Firm Name
DRAFTLINE LTD
DESIGN & DRAUGHTING SERVICES
PROPERTY MANAGEMENT
PROPERTY INSPECTION
PATRICK COLL NZCID Arch
5 Berwick Street Timaru
Ph/Fax 03 688 8455
Cell 0274 370 280
Email pat.coll@draftline.co.nz

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Refer to specifications for timber strength

ALL DIMENSIONS TO BE VERIFIED ON SITE

Job Title
New Dwelling

7 Rankin Rise Tekapo New Zealand

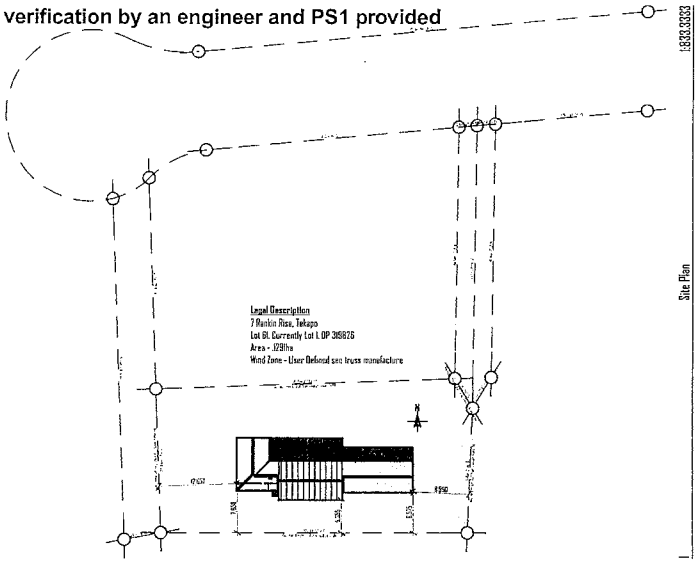
Design	Pat Coll
Drawn	Caleb Bastion
Checked	
Creation Date	
Plot Date	25/07/2014

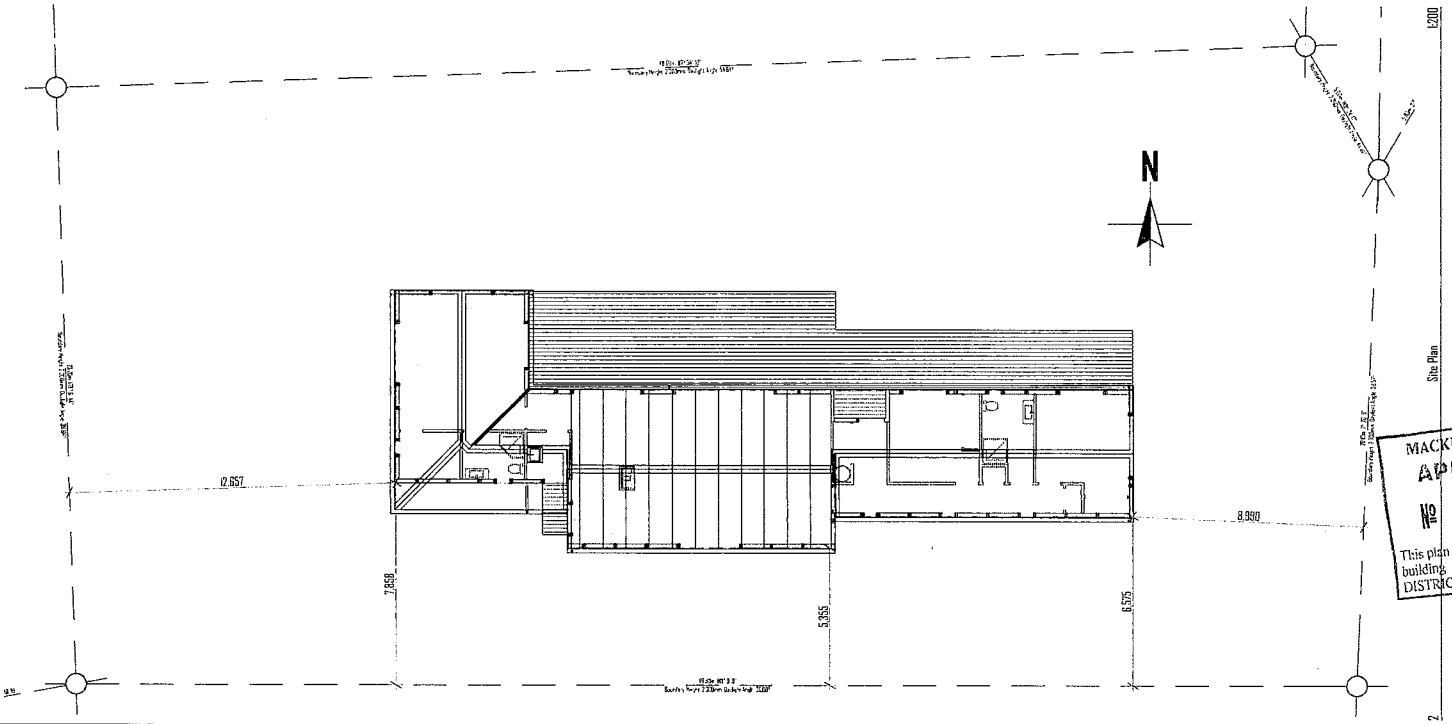
Drawing Title
Cover

Scale
2:1, 1:1

Drawing Number
101

Due to location of Dwelling the complete plans are to have a structural verification by an engineer and PS1 provided





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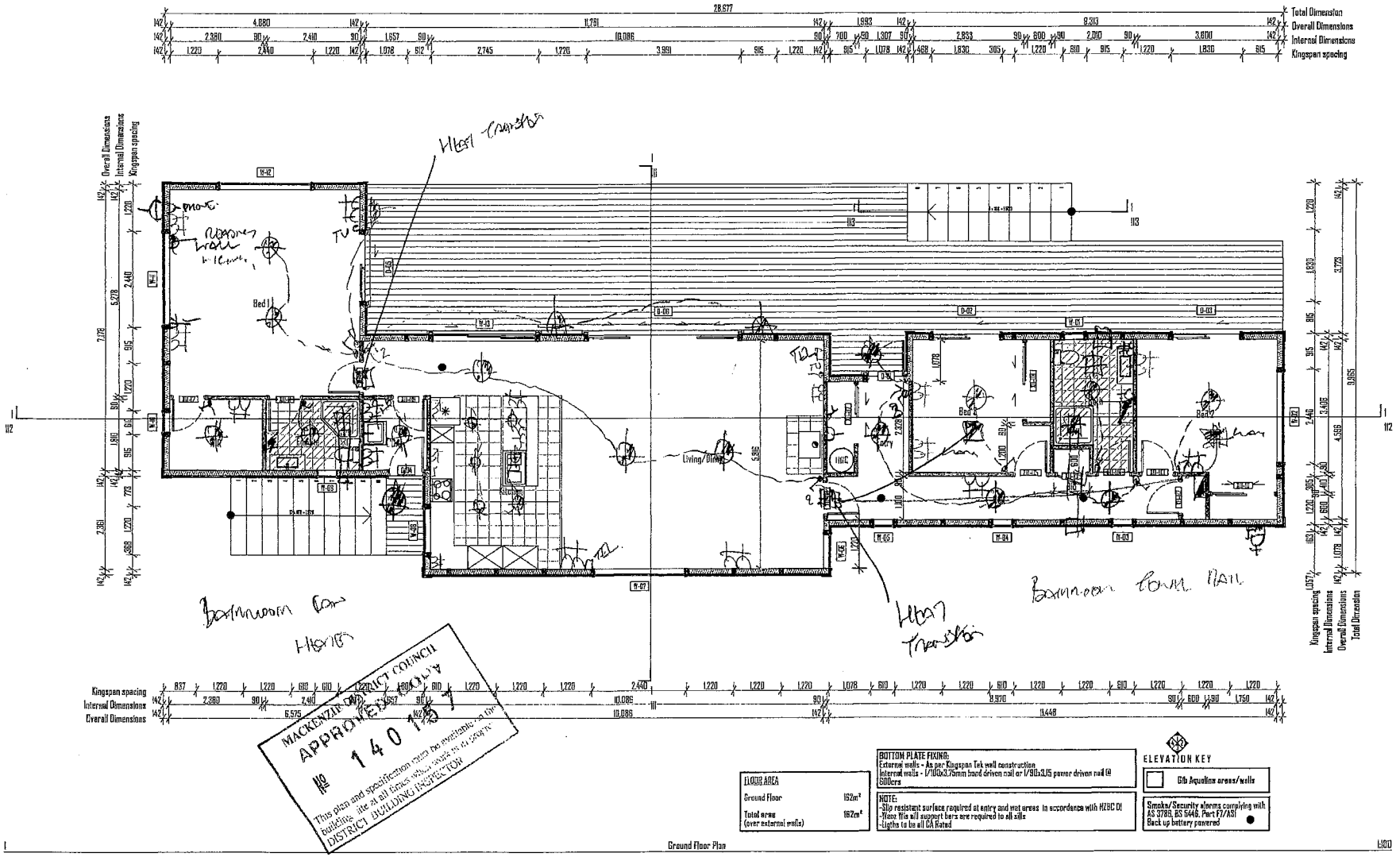
Firm Name DRAFTLINE LTD DESIGN & DRAUGHTING SERVICES PROPERTY MANAGEMENT PROPERTY INSPECTION PATRICK COLL NZCD Arch 5 Beswick Street Timaru Ph/Fax 03 688 8455 Cell 0274 370 280 Email pat.coll@draftline.co.nz	Notes Copyright remains the property of Draftline Ltd unless specified in writing All dimensions are in millimetres unless otherwise stated All construction to comply with NZBC/NZ 3604: 2011, alongside all current standards alike Refer to specifications for timber strength ALL DIMENSIONS TO BE VERIFIED ON SITE	Job Title **New Dwelling** **7 Rankin Rise Tekapo New Zealand**	Design: Pat Coll Drawn: Caleb Bastion Checked: Creation Date: Plot Date: 25/07/2014	Drawing Title **Site Plan**	Scale **1:833.3333, 1:200** Drawing Number **102**

Due to location of Dwelling the complete plans are to have a structural verification by an engineer and PS1 provided



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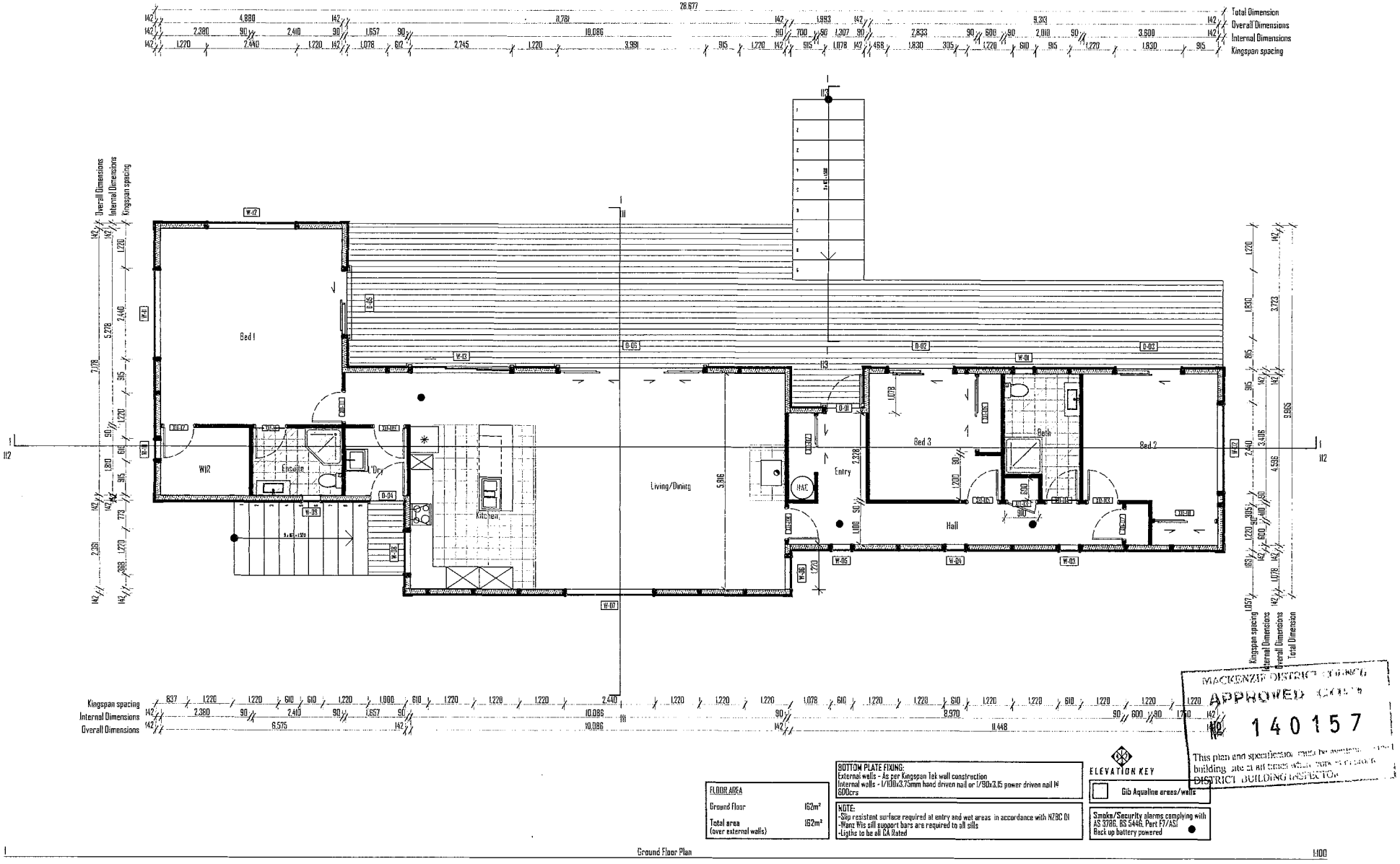
21 | 1

Due to location of Dwelling the complete plans are to have a structural verification by an engineer and PS1 provided



FLOOR AREA	
Ground Floor	162m²
Total area (over external walls)	162m²

BOTTOM PLATE FIXING:
External walls - As per Kingspan Tek wall construction
Internal walls - 1/100x3.75mm hand driven nail or 1/90x3.15 power driven nail @ 600crs

NOTE:
-Slip resistant surface required at entry and wet areas in accordance with NZBC G1
-Wanz Wis sill support bars are required to all sills
-Ligths to be all CA Rated

ELEVATION KEY
Gib Aqualine areas/walls

Smoke/Security alarms complying with AS 3786, BS 5446, Part F7/AS1
Rock up battery powered

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RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD

Search Copy

R.W. Muir
Registrar-General
of Land

Identifier	**218660**
Land Registration District	**Canterbury**
Date Issued	08 December 2005

Prior References
185955

Estate	Fee Simple
Area	1295 square metres more or less
Legal Description	Lot 61 Deposited Plan 353489

Registered Owners

Claire Bramley as to a 1/2 share

Mark Henry Hopkins as to a 1/2 share

Interests

Subject to Section 168A Coal Mines Act 1925

Subject to Section 8 Mining Act 1971

5664442.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 21.7.2003 at 9:00 am

5664442.3 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 21.7.2003 at 9:00 am

Appurtenant hereto is a right to drain water created by Easement Instrument 6467102.8 - 22.6.2005 at 9:00 am

The easements created by Easement Instrument 6467102.8 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Easement Instrument 6681114.9 - 8.12.2005 at 9:00 am

Fencing Covenant in Transfer 6681114.10 - 8.12.2005 at 9:00 am

Appurtenant hereto is a right of way, right to drain sewage and water and a right to convey water, electricity and telecommunications created by Easement Instrument 6681114.11 - 8.12.2005 at 9:00 am

Subject to a right of way, right to drain sewage and a right to convey water, electricity and telecommunications over part marked F and a right to drain water over parts marked F and U on DP 353489 created by Easement Instrument 6681114.11 - 8.12.2005 at 9:00 am

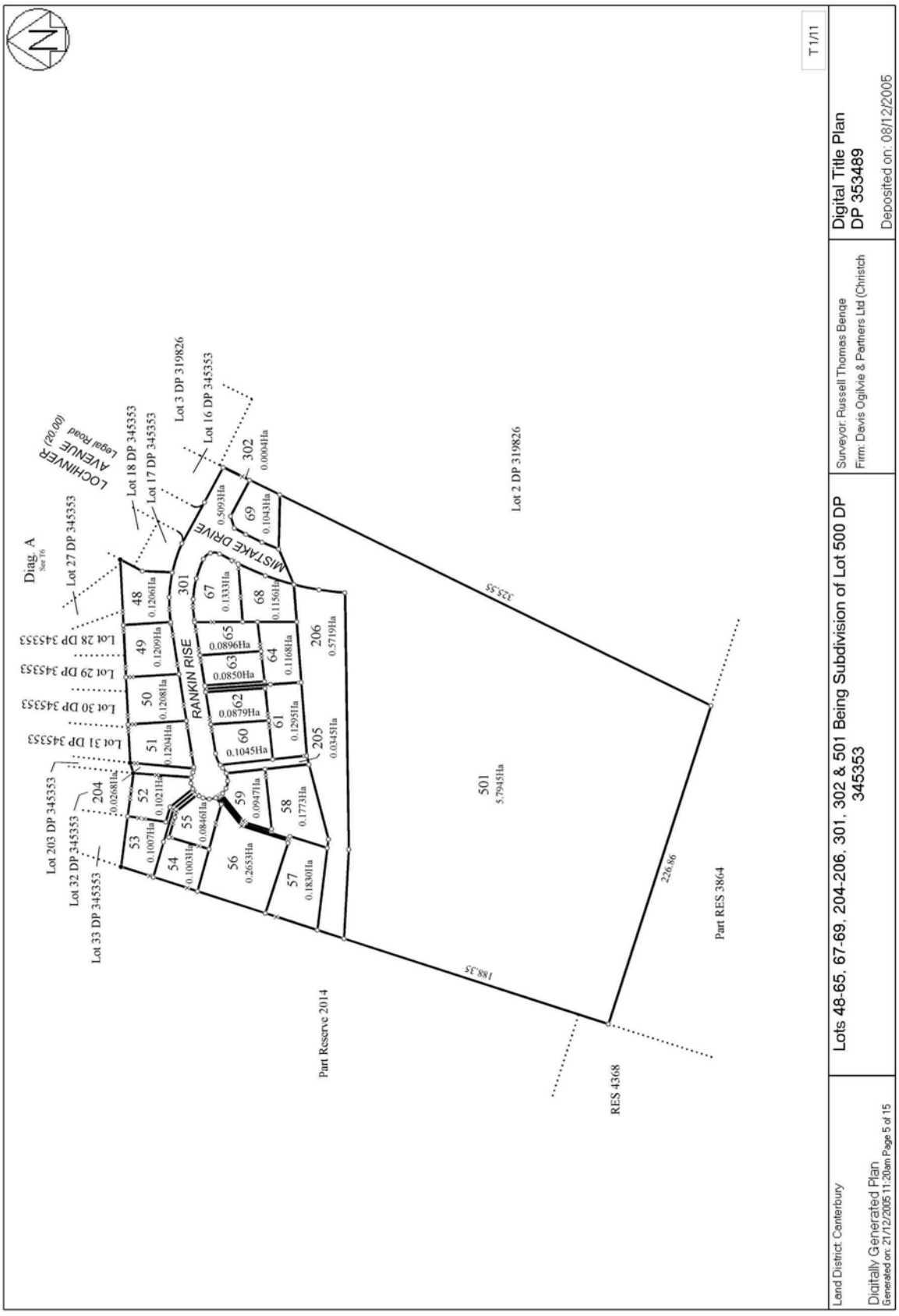
The easements created by Easement Instrument 6681114.11 are subject to Section 243 (a) Resource Management Act 1991

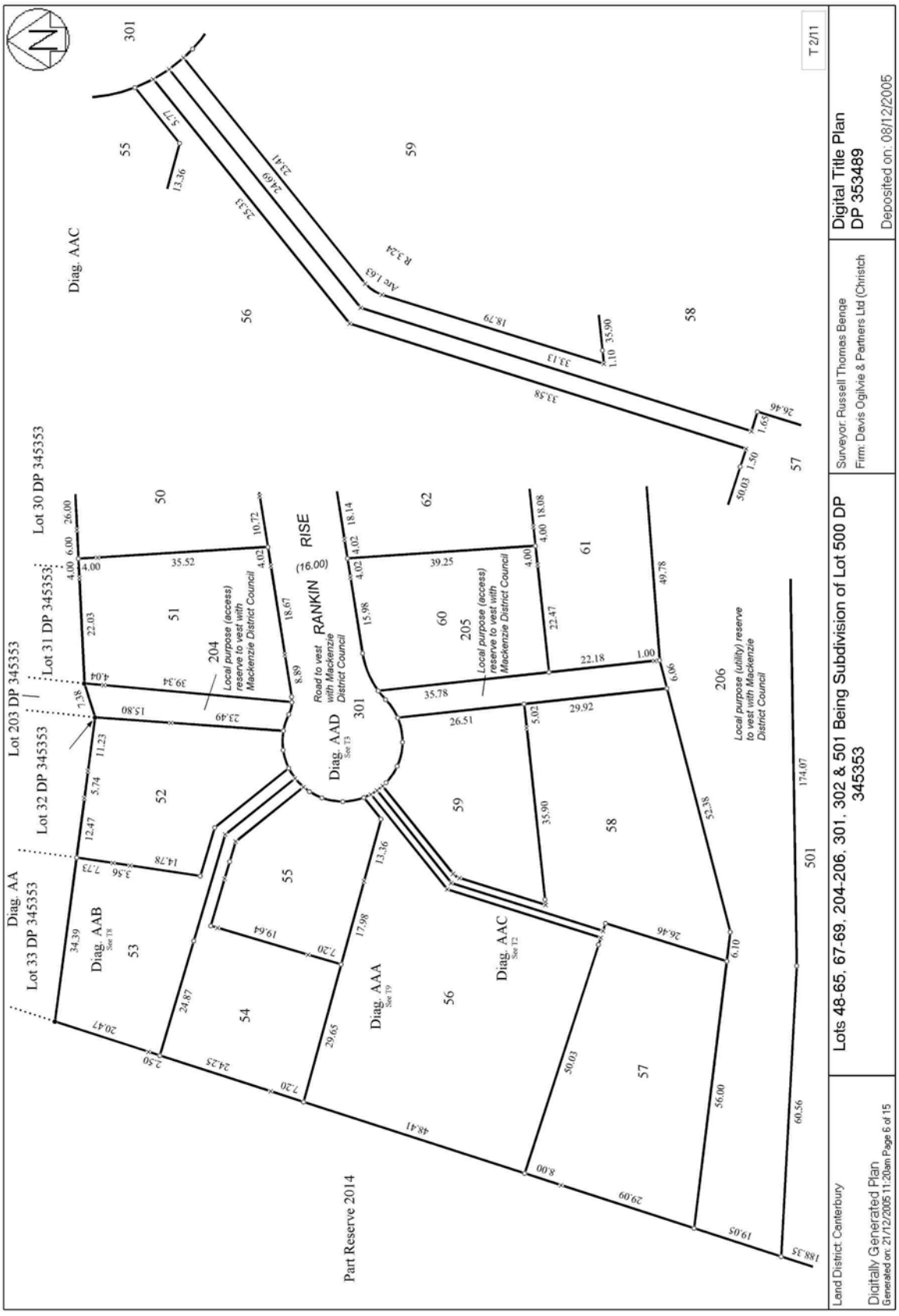
Land Covenant in Easement Instrument 7756787.1 - 20.3.2008 at 9:00 am

Land Covenant in Easement Instrument 7756800.1 - 20.3.2008 at 9:00 am

Subject to a right of way over part marked F on DP 353489 created by Easement Instrument 8987911.1 - 21.2.2012 at 2:01 pm

12600358.3 Mortgage to ANZ Bank New Zealand Limited - 24.11.2022 at 12:31 pm


T1/11
Land District Canterbury
Lots 48-65, 67-69, 204-206, 301, 302 & 501 Being Subdivision of Lot 500 DP 345353
Digital Title Plan DP 353489
Deposited on: 08/12/2005
Surveyor: Russell Thomas Benge
Firm: Davis Ogilvie & Partners Ltd (Christch
Digitally Generated Plan
Generated on: 21/12/2005 11:20am Page 5 of 15
LOCHINVER AVENUE (20.00) Legal Road
MISTAKE DRIVE
RANKIN RISE
Diag. A Sec 16
Lot 27 DP 345353
Lot 28 DP 345353
Lot 29 DP 345353
Lot 30 DP 345353
Lot 31 DP 345353
Lot 203 DP 345353
Lot 32 DP 345353
Lot 33 DP 345353
Lot 18 DP 345353
Lot 17 DP 345353
Lot 3 DP 319826
Lot 16 DP 345353
Lot 2 DP 319826
Part Reserve 2014
RES 4368
Part RES 3864
325.55
188.35
226.86
48 0.1206Ha
49 0.1209Ha
50 0.1208Ha
51 0.1204Ha
52 0.1021Ha
53 0.1007Ha
54 0.1003Ha
55 0.0846Ha
56 0.2653Ha
57 0.1838Ha
58 0.1773Ha
59 0.0947Ha
60 0.1045Ha
61 0.1295Ha
62 0.0879Ha
63 0.0850Ha
64 0.1168Ha
65 0.0896Ha
67 0.1333Ha
68 0.1156Ha
69 0.1043Ha
204 0.0268Ha
205 0.0345Ha
206 0.5719Ha
301 0.5093Ha
302 0.0004Ha
501 5.7945Ha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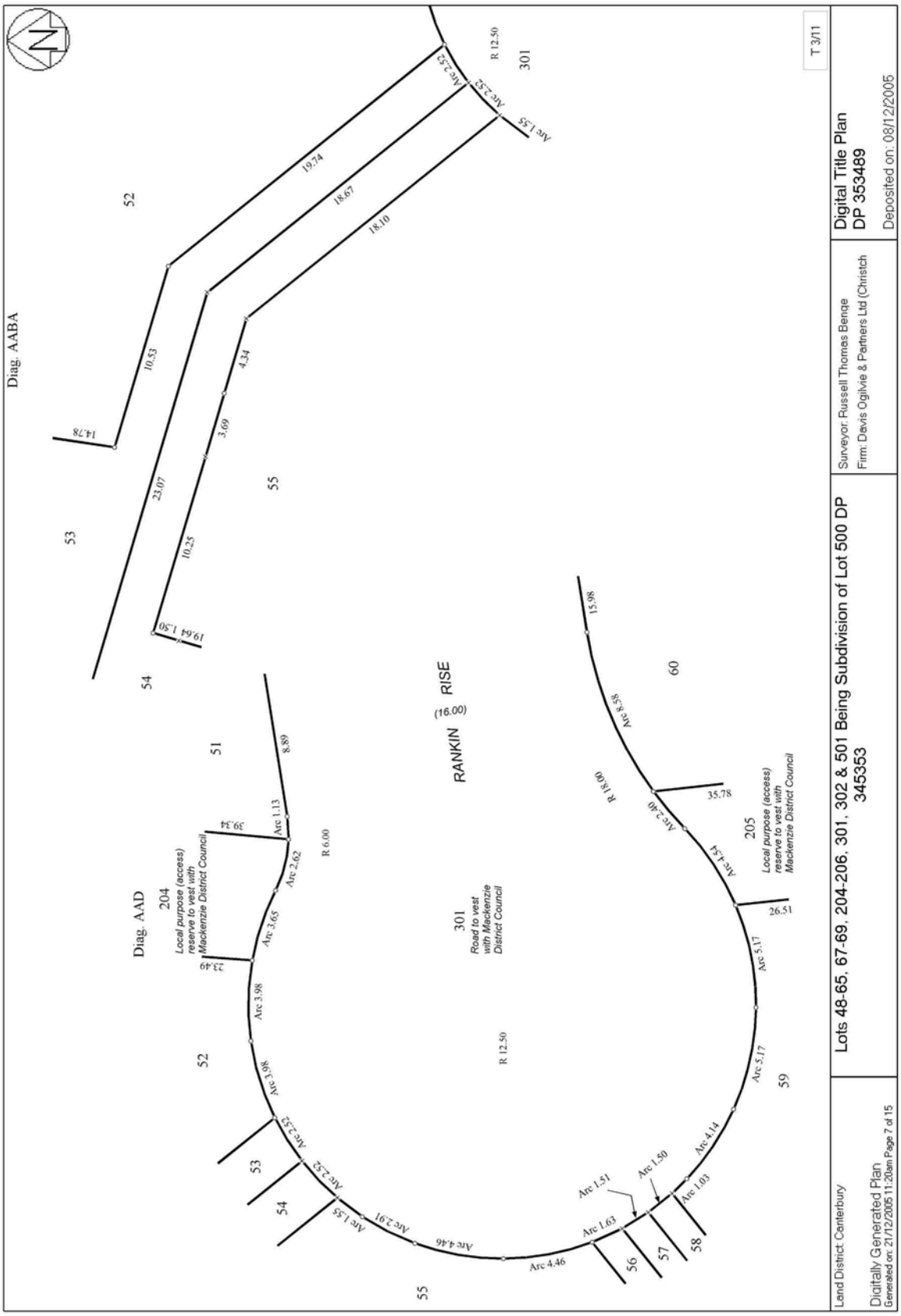
Digital Title Plan DP 353489
Deposited on: 08/12/2005
Surveyor: Russell Thomas Benge
Firm: Davis Ogilvie & Partners Ltd (Christch
Land District Canterbury
Digitally Generated Plan
Generated on: 21/12/2005 11:20am Page 6 of 15
Part Reserve 2014
RANKIN RISE
(16.00)
Road to vest with Mackenzie District Council
Diag. AAD
Diag. AAA
Diag. AAB
Diag. AAC
Diag. AA
Lot 203 DP 345353
Lot 30 DP 345353
Lot 31 DP 345353
Lot 32 DP 345353
Lot 33 DP 345353
204
205
206
Local purpose (access) reserve to vest with Mackenzie District Council
Local purpose (utility) reserve to vest with Mackenzie District Council
T 2/11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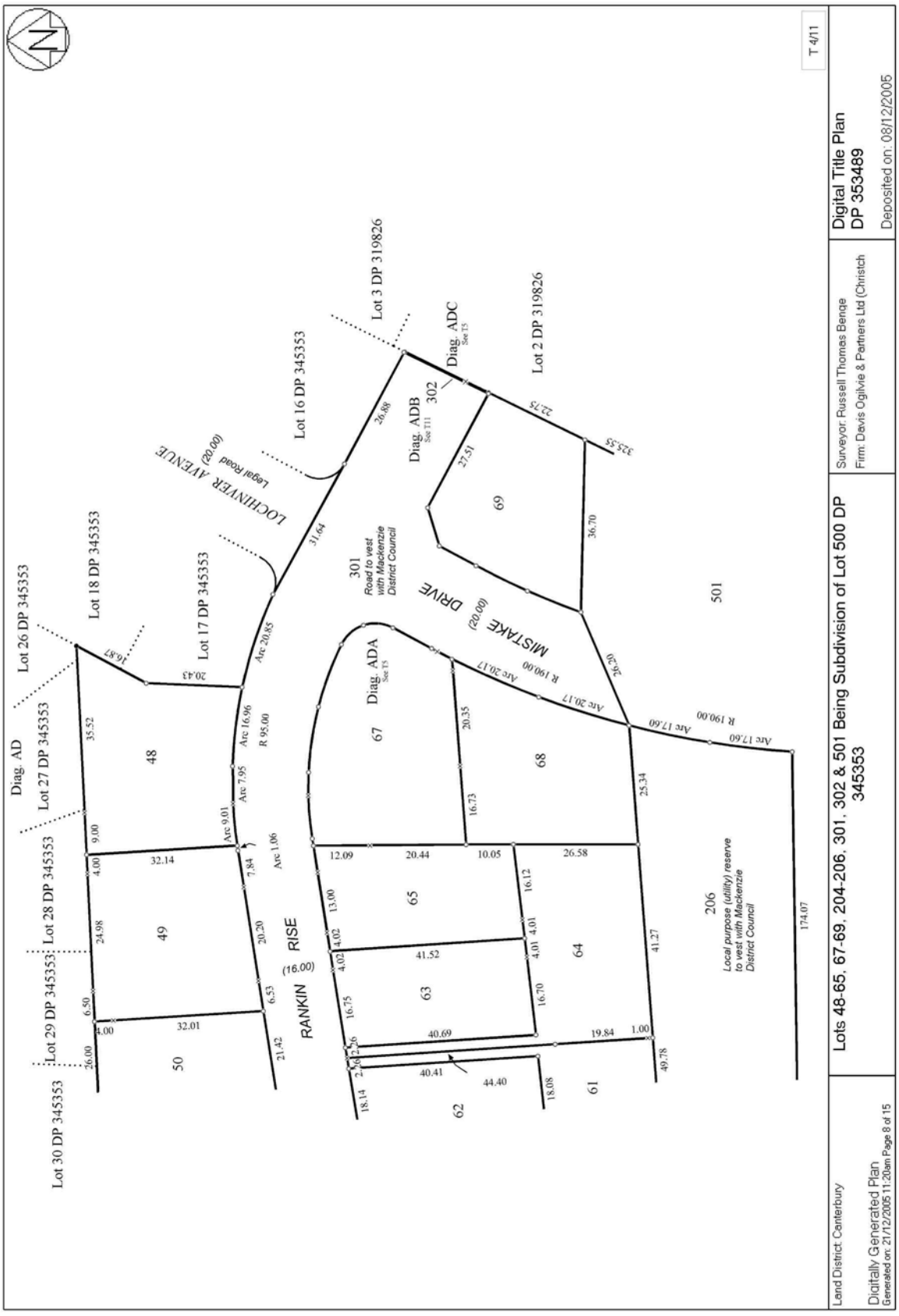
Diag. AAD
RANKIN RISE
(16.00)
204
Local purpose (access) reserve to vest with Mackenzie District Council
205
Local purpose (access) reserve to vest with Mackenzie District Council
301
Road to vest with Mackenzie District Council
R 6.00
R 12.50
R 18.00
T 3/11
Lots 48-65, 67-69, 204-206, 301, 302 & 501 Being Subdivision of Lot 500 DP 345353
Digital Title Plan DP 353489
Deposited on: 08/12/2005
Surveyor: Russell Thomas Benge
Firm: Davis Ogilvie & Partners Ltd (Christch
Land District Canterbury
Digitally Generated Plan
Generated on: 21/12/2005 11:20am Page 7 of 15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DP 353489
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Lots 48-65, 67-69, 204-206, 301, 302 & 501 Being Subdivision of Lot 500 DP 345353
Land District Canterbury
Digitally Generated Plan
Generated on: 21/12/2005 11:20am Page 8 of 15
Lot 16 DP 345353
Lot 3 DP 319826
Lot 2 DP 319826
Diag. ADC
See T5
Diag. ADB
See T11
302
301
Road to vest with Mackenzie District Council
501
LOCHINVER AVENUE
Legal Road
(20.00)
MISTAKE DRIVE
(20.00)
Diag. ADA
See T5
Lot 18 DP 345353
Lot 17 DP 345353
Lot 26 DP 345353
Lot 27 DP 345353
Lot 28 DP 345353
Lot 29 DP 345353
Lot 30 DP 345353
Diag. AD
RANKIN RISE
(16.00)
48
49
50
67
68
69
65
64
63
62
61
206
Local purpose (utility) reserve to vest with Mackenzie District Council
R 95.00
R 190.00
Arc 20.85
Arc 16.96
Arc 7.95
Arc 9.01
Arc 1.06
Arc 20.17
Arc 17.60
26.88
31.64
22.75
325.35
27.51
36.70
26.20
35.52
20.43
16.87
32.14
24.98
32.01
21.42
20.35
16.73
25.34
12.09
20.44
10.05
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19.84
40.41
44.40
18.08
49.78
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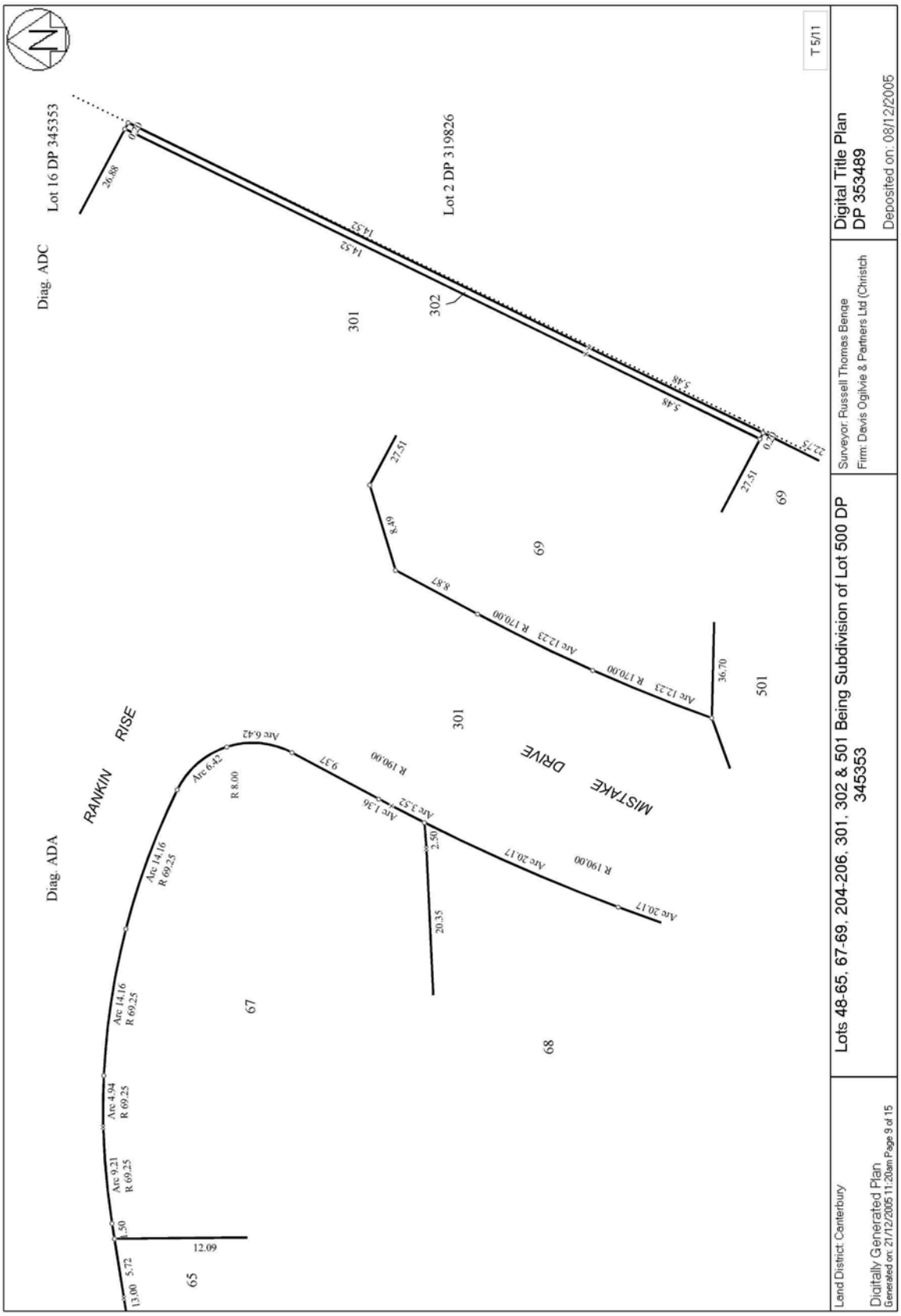
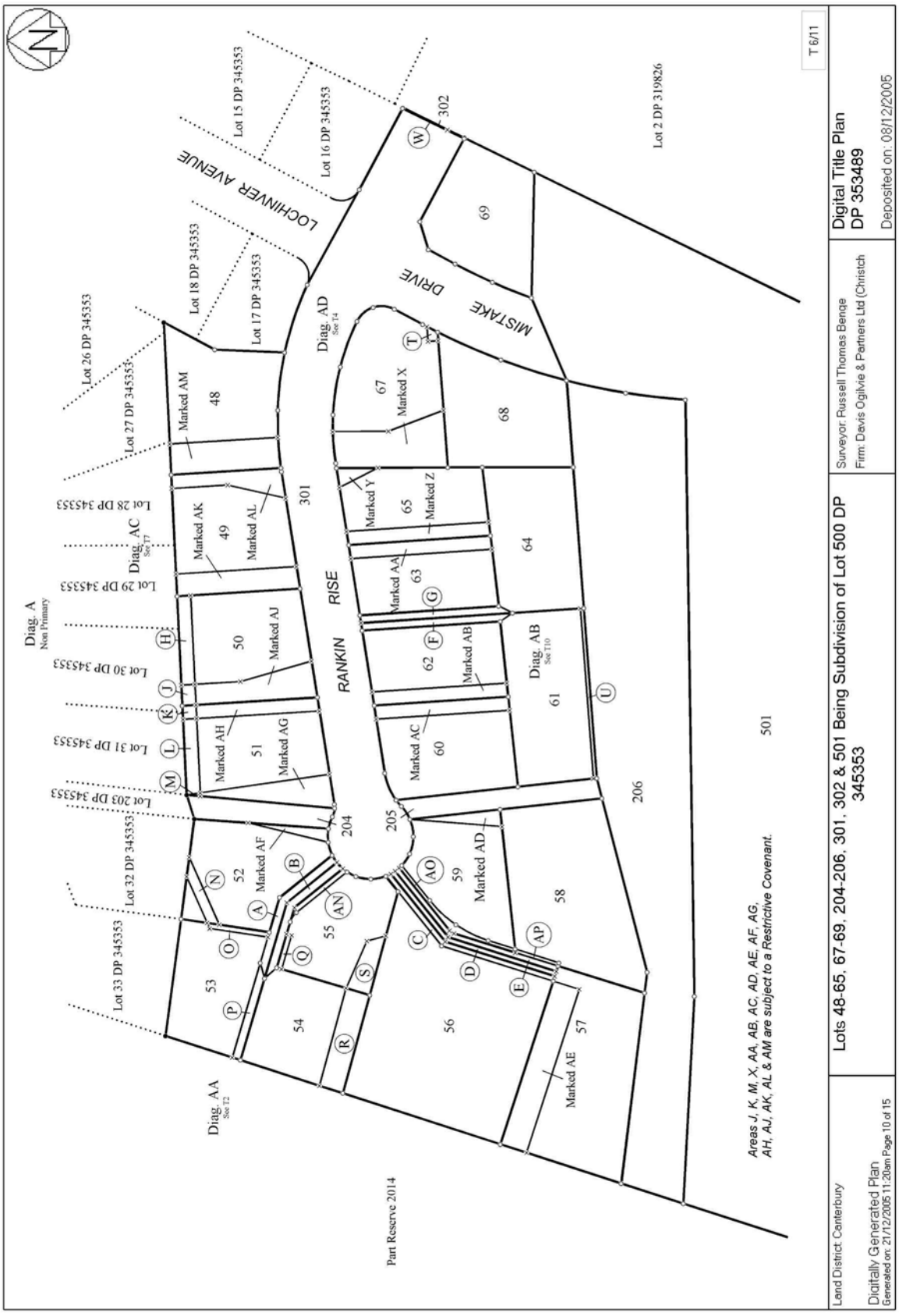
174.07


Lot 16 DP 345353
Lot 2 DP 319826
Diag. ADC
Diag. ADA
RANKIN RISE
MISTAKE DRIVE
301
302
501
69
67
68
65
T 5/11
Digital Title Plan
DP 353489
Deposited on: 08/12/2005
Surveyor: Russell Thomas Benge
Firm: Davis Ogilvie & Partners Ltd (Christch
Lots 48-65, 67-69, 204-206, 301, 302 & 501 Being Subdivision of Lot 500 DP 345353
Land District Canterbury
Digitally Generated Plan
Generated on: 21/12/2005 11:20am Page 9 of 15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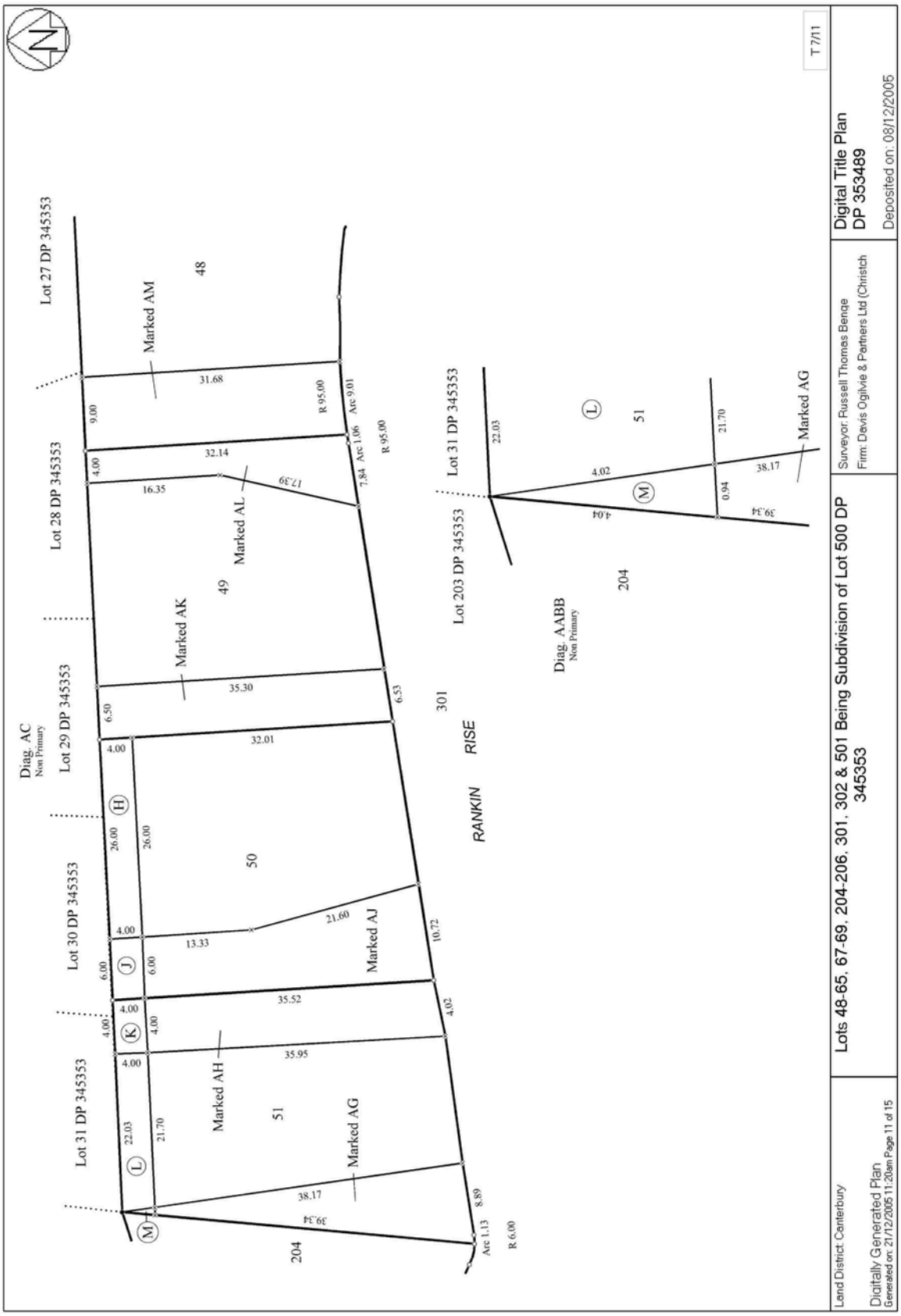
T 6/11
Lot 15 DP 345353
Lot 16 DP 345353
LOCHINVER AVENUE
Lot 18 DP 345353
Lot 17 DP 345353
Lot 26 DP 345353
Lot 27 DP 345353
Lot 28 DP 345353
Lot 29 DP 345353
Lot 30 DP 345353
Lot 31 DP 345353
Lot 203 DP 345353
Lot 32 DP 345353
Lot 33 DP 345353
Lot 2 DP 319826
Diag. A
Non Primary
Diag. AC
See T7
Diag. AD
See T4
Diag. AA
See T2
Diag. AB
See T10
RANKIN RISE
MISTAKE DRIVE
Marked AM
Marked AK
Marked AL
Marked AJ
Marked AH
Marked AG
Marked AF
Marked X
Marked Y
Marked Z
Marked AA
Marked AB
Marked AC
Marked AD
Marked AE
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
67
68
69
204
205
206
301
302
501
Part Reserve 2014
Areas J, K, M, X, AA, AB, AC, AD, AE, AF, AG, AH, AJ, AK, AL & AM are subject to a Restrictive Covenant.
Land District Canterbury
Digitally Generated Plan
Generated on: 21/12/2005 11:20am Page 10 of 15
Lots 48-65, 67-69, 204-206, 301, 302 & 501 Being Subdivision of Lot 500 DP 345353
Surveyor: Russell Thomas Benge
Firm: Davis Ogilvie & Partners Ltd (Christch
Digital Title Plan
DP 353489
Deposited on: 08/12/2005


T 7/11
Digital Title Plan
DP 353489
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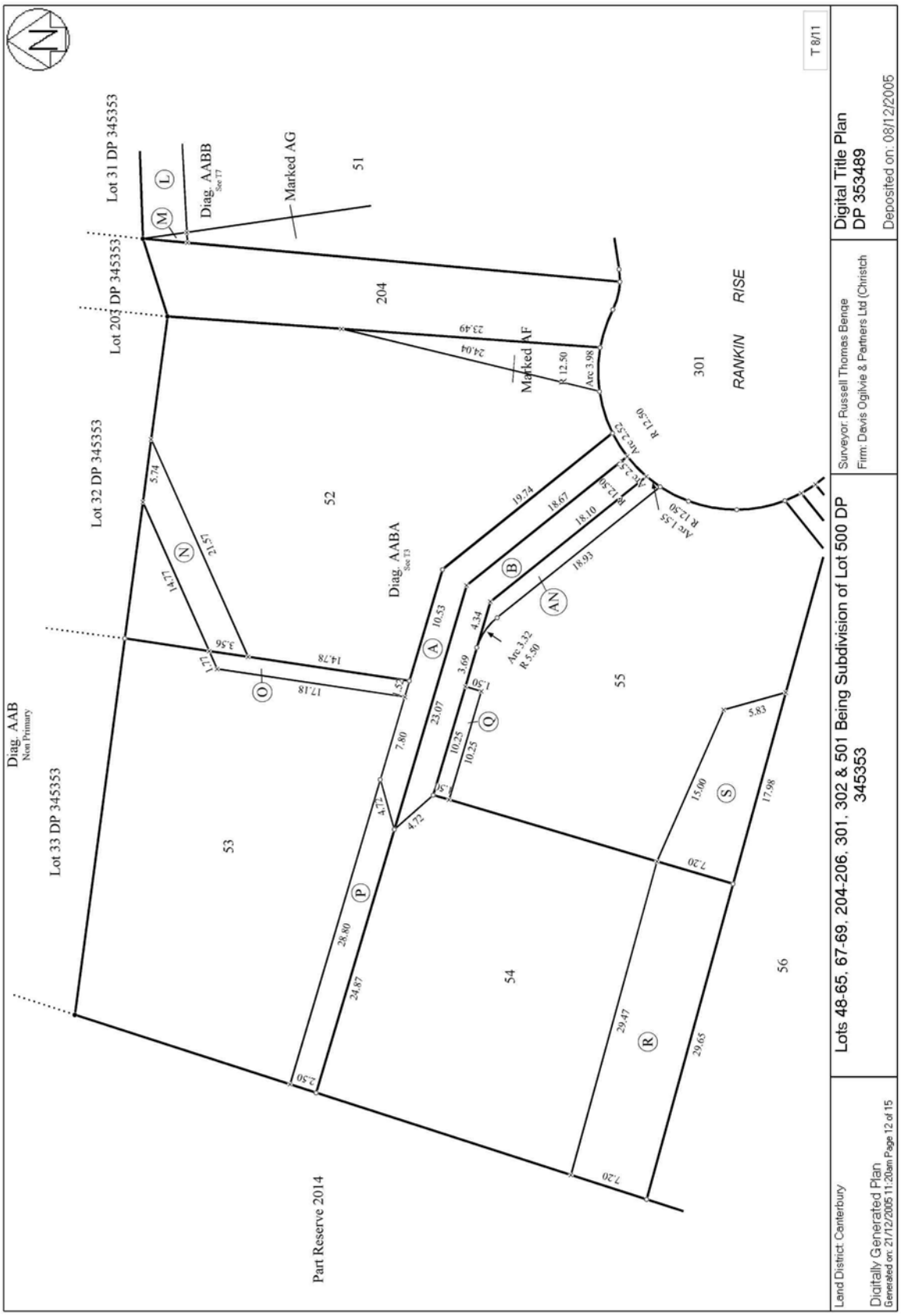
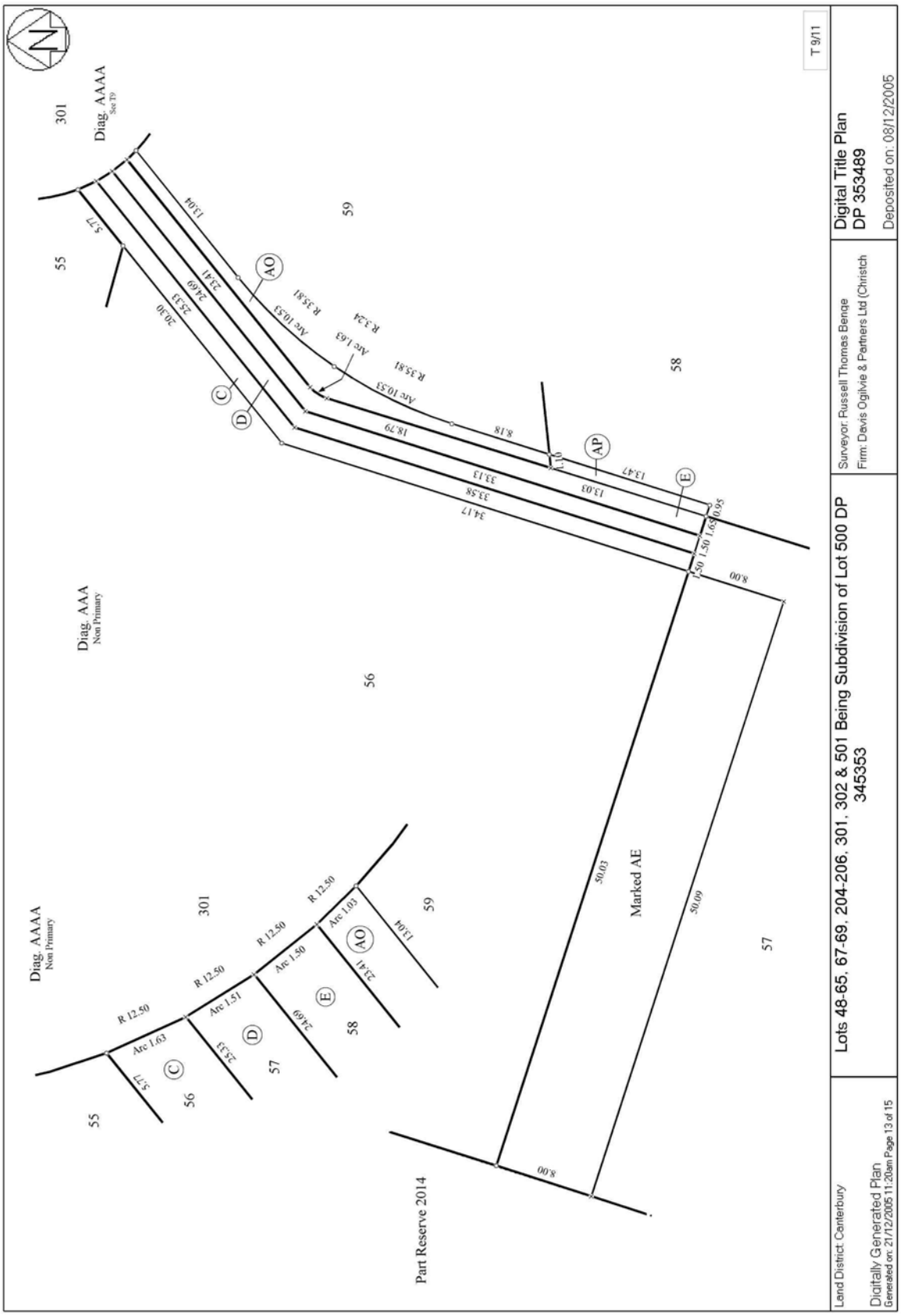
Lots 48-65, 67-69, 204-206, 301, 302 & 501 Being Subdivision of Lot 500 DP 345353
Land District Canterbury
Digitally Generated Plan
Generated on: 21/12/2005 11:20am Page 11 of 15
Lot 27 DP 345353
Lot 28 DP 345353
Lot 29 DP 345353
Lot 30 DP 345353
Lot 31 DP 345353
Lot 203 DP 345353
Lot 31 DP 345353
Marked AM
Marked AL
Marked AK
Marked AJ
Marked AH
Marked AG
Marked AG
48
49
50
51
204
301
204
RANKIN RISE
Diag. AC
Non Primary
Diag. AABB
Non Primary
31.68
9.00
R 95.00
Arc 9.01
Arc 1.06
7.84
R 95.00
32.14
4.00
16.35
17.39
35.30
6.50
6.53
32.01
4.00
26.00
26.00
21.60
13.33
4.00
10.72
6.00
6.00
35.52
4.00
4.00
4.02
4.00
35.95
22.03
21.70
38.17
39.34
8.89
Arc 1.13
R 6.00
22.03
21.70
4.02
38.17
0.94
4.04
39.34


Lot 31 DP 345353
Lot 203 DP 345353
Lot 32 DP 345353
Lot 33 DP 345353
Diag. AABB
Sec 77
Marked AG
Marked AF
Diag. AABA
Sec 13
Diag. AAB
Non Primary
RANKIN RISE
Part Reserve 2014
51
204
52
53
54
55
56
301
T 8/11
Lots 48-65, 67-69, 204-206, 301, 302 & 501 Being Subdivision of Lot 500 DP 345353
Digital Title Plan DP 353489
Deposited on: 08/12/2005
Surveyor: Russell Thomas Benge
Firm: Davis Ogilvie & Partners Ltd (Christch
Land District Canterbury
Digitally Generated Plan
Generated on: 21/12/2005 11:20am Page 12 of 15


T 9/11
Digital Title Plan
DP 353489
Deposited on: 08/12/2005
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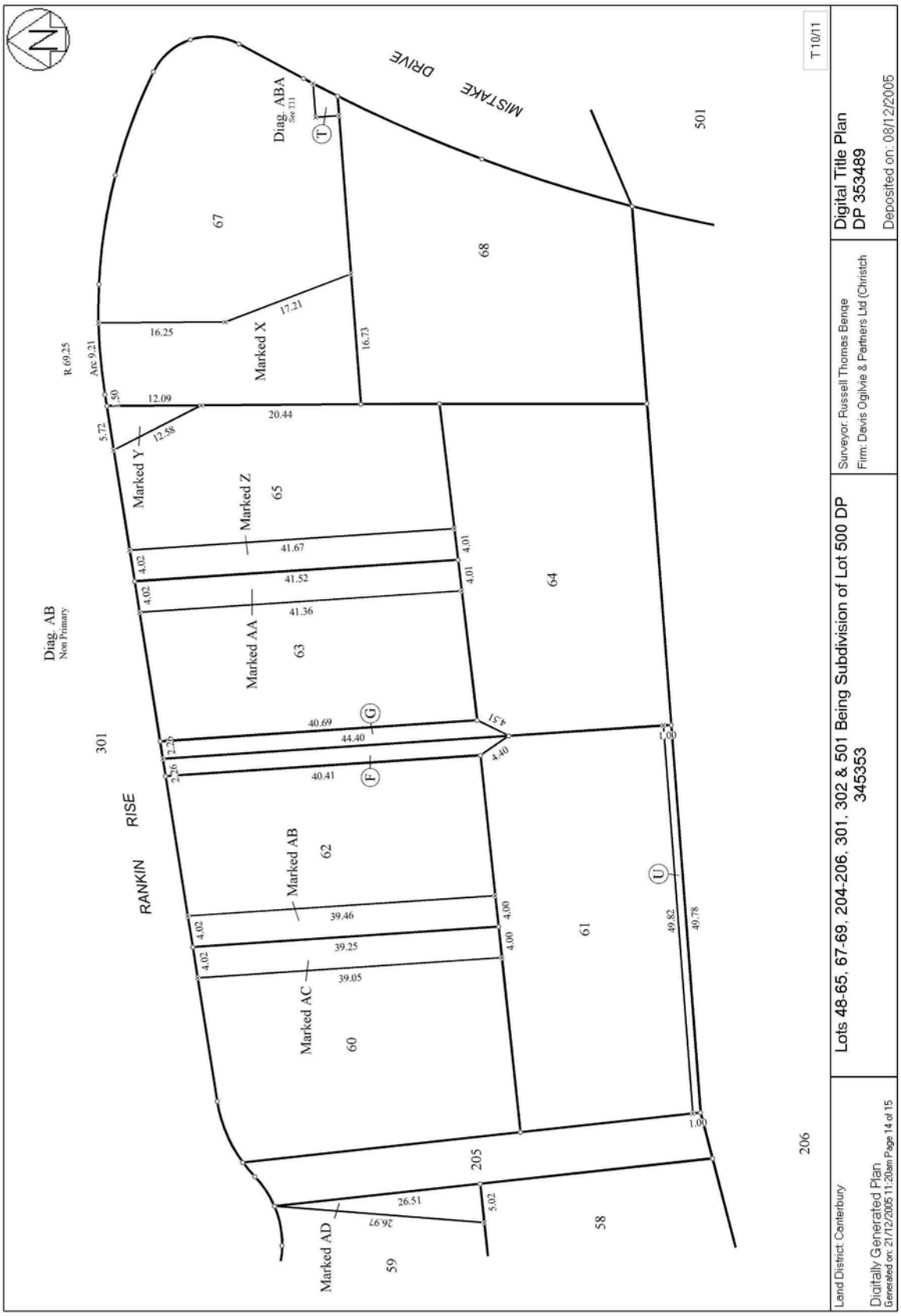
Firm: Davis Ogilvie & Partners Ltd (Christch
Lots 48-65, 67-69, 204-206, 301, 302 & 501 Being Subdivision of Lot 500 DP 345353
Land District Canterbury
Digitally Generated Plan
Generated on: 21/12/2005 11:20am Page 13 of 15
Diag. AAAA
See T9
Diag. AAA
Non Primary
Diag. AAAA
Non Primary
Marked AE
Part Reserve 2014
55
56
57
58
59
301
AO
AP
C
D
E
R 12.50
Arc 1.63
Arc 1.51
Arc 1.50
Arc 1.03
5.77
25.53
24.69
23.41
13.04
30.30
25.53
24.69
23.41
13.04
Arc 1.63
Arc 10.53
R 35.81
R 3.24
R 35.81
Arc 10.53
18.79
8.18
0.10
13.03
13.47
33.13
33.58
34.17
1.50
1.50
1.65
0.95
8.00
50.03
50.09
8.00


N
MISTAKE DRIVE
RANKIN RISE
Diag. ABA
See T11
Diag. AB
Non Primary
R 69.25
Arc 9.21
Marked X
Marked Y
Marked Z
Marked AA
Marked AB
Marked AC
Marked AD
67
68
65
64
63
62
61
60
59
58
205
206
301
501
16.25
17.21
16.73
12.09
20.44
5.72
12.58
41.67
41.52
41.36
40.69
44.40
40.41
39.46
39.25
39.05
26.51
26.97
49.82
49.78
4.51
4.40
5.02
T10/11
Digital Title Plan
DP 353489
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Surveyor: Russell Thomas Benge
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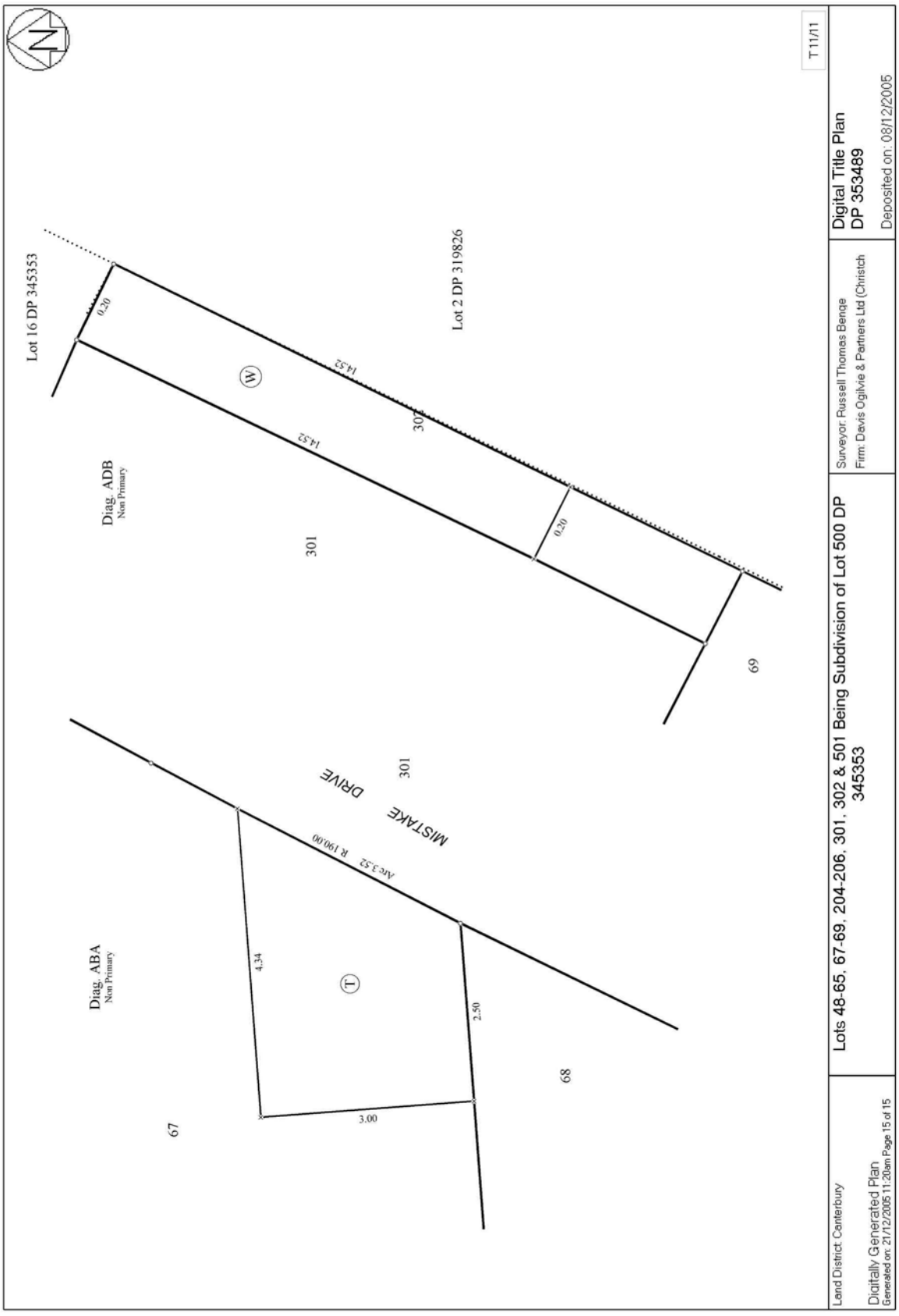
Land District Canterbury
Digitally Generated Plan
Generated on: 21/12/2005 11:20am Page 14 of 15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Land District: Canterbury
Digitally Generated Plan
Generated on: 21/12/2005 11:20am Page 15 of 15
Lot 16 DP 345353
Lot 2 DP 319826
Diag. ADB
Non Primary
Diag. ABA
Non Primary
MISTAKE DRIVE
Arc 3.52 R 190.00
14.52
14.52
0.20
0.20
4.34
2.50
3.00
301
301
302
67
68
69

CONO 5664442.2 Consen
Cpy - 01/01, Pgs - 001, 21/07/03, 07:53
DocID: 210883286

CONSENT NOTICE

In the matter of the subdivision of Pt RS 41371 and RS 41635

Pursuant to Sections 220 and 221 of the Resource Management Act 1991 the Mackenzie District Council on 27 March 2003, approved the subdivision consent application for Pt RS 41371 and RS 41635 in RM020042 subject to Lots 1, 2 and 3 incorporating the following condition:

> "That any new dwelling, or other new or relocated built development requiring a formed access under the provisions of the District Plan, shall provide that access in accordance with the District Plan's requirements.

Date: 17 /4 /2003

CHIEF EXECUTIVE

CONO 5664442.3 Consent
Cpy - 01/01, Pgs - 001, 21/07/03, 07:54
DocID: 210863287

CONSENT NOTICE

In the matter of the subdivision of Pt RS 41371 and RS 41635

Pursuant to Sections 220 and 221 of the Resource Management Act 1991 the Mackenzie District Council on 27 March 2003, approved the subdivision consent application for Pt RS 41371 and RS 41635 in RM020042 subject to Lots 1, 2 and 3 incorporating the following condition:

> "That any new dwelling, or other new or relocated built development requiring provision of services under the District Plan shall be connected to a Council reticulated water supply, shall connect to a piped sewage outfall and shall provide for connections to telecommunications and electricity supply in accordance with the District Plan.

Date: 17 / 4 /2003

CHIEF EXECUTIVE

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

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

Sections 90A and 90F, Land Transfer Act 195

EI 6467102.8 Easement I

Cpy – 01/01, Pgs – 009, 22/06/05, 11:57

DocID: 211463871

Registrar-General of Land Approval 02/6055EF A.O.L.S.

Land registration district

CANTERBURY

Grantor *Surname(s) must be underlined or in CAPITALS.*

LAKE TEKAPO PARK LIMITED

Grantee *Surname(s) must be underlined or in CAPITALS.*

LAKE TEKAPO PARK LIMITED

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

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

Dated this 16th day of May **2005**

Attestation

LAKE TEKAPO PARK LIMITED by its Attorney Edward Oral Sullivan	**Signed in my presence by the Grantor**
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name BARRIE VINCENT SUTER
	Occupation LEGAL EXECUTIVE
	Address TIMARU
Signature [common seal] of Grantor	

LAKE TEKAPO PARK LIMITED by its Attorney Edward Oral Sullivan	**Signed in my presence by the Grantee**
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name BARRIE VINCENT SUTER
	Occupation LEGAL EXECUTIVE
	Address TIMARU
Signature [common seal] of Grantee	

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

[Solicitor for] the Grantee

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

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

Annexure Schedule 1

Registrar-General of Land Approval 02/6055EF A.D.L.S.

Easement instrument Dated 16 May 2005 Page 1 of 61 pages

Schedule A *(Continue in additional Annexure Schedule if required.)*

Purpose (nature and extent) of easement, *profit*, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT *or* in gross)
Right of Way, Right to Drain Sewage and Water, Right to Convey Water Electricity and Telecommunications	BF	185906	185907
	BE	185907	185906
	BM	185914	185915
	BJ	185937	185936, 185938
	H, L	185940	185939
Right to Drain Sewage	BF	185906	185905
	BS, BT, BV and BE	185907	185905 & 185906
	BH	185936	185955
	E, F	185940	185939
	J	185941	185942, 185943
	K	185942	185943

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

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

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

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

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

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

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

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

~~[Annexure Schedule 2].~~

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement	Dated	16 May 2005	Page	2	of	31	Pages

(Continue in additional Annexure Schedule, if required.)

Purpose (nature and extent) of easement, *profit*, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT *or* in gross)
Right to Drain Water	BF	185906	185905
	AT, AO, BV & BE	185907	185905 & 185908
	U	185922	185921 & 185955
	T	185923	185921, 185922 & 185955
	S	185924	185921, 185922, 185923 & 185955
	R	185925	185921, 185922, 185923, 185924 & 185955
	Q	185926	185921, 185922, 185923, 185924, 185925 & 185955
	BH	185936	185955
	E, F	185940	185939
	J	185941	185942, 185943
	K	185942	185943
	(all DP345353)		

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement	Dated	16 May 2005	Page	3	of	31	Pages

(Continue in additional Annexure Schedule, if required.)

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT TO CONVEY ELECTRICITY

1. The right to convey electricity referred to herein shall be the right for the dominant tenement at all times to maintain electric power connections through over or under the area defined with any other person lawfully entitled so to do and for that purpose to lay and erect with the right for the registered proprietors for the time being of the dominant tenement with or without servants agents workmen and with all necessary tools plant and equipment to enter upon the servient tenement for the purpose of installing laying erecting maintaining and repairing the said wires poles and accessories PROVIDED THAT as little damage as possible shall be caused to the servient tenement and the surface thereof shall be restored as nearly as possible to its former state of condition AND PROVIDED THAT the laying erecting renewing and repairing of such wires poles and accessories shall be carried out in such a way that as little inconvenience as possible is caused to the servient tenement.

2. All differences and disputes which shall arise between the parties hereto or their successors in title or any of them touching or concerning the easements hereby created or any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to arbitration in accordance with the Arbitration Act 1996 or any amendment thereto or re-enactment thereof for the time being in force.

3. Any costs (not borne by an Energy Company or other Authority) of installing laying erecting renewing altering or repairing such parts of the wires poles and accessories as are used in common by the registered proprietors of any of the said pieces of land entitled to use such wires poles and accessories shall be borne in equal shares by such of the registered proprietors as use such common part PROVIDED THAT if any of the said pieces of land or any part thereof entitled to use such wires poles and accessories are subdivided the basis of contribution to any of such costs shall thereupon be varied so that thenceforth the registered proprietors of every separate lot or piece of land that use such common parts shall contribute equally to such costs PROVIDED THAT if any damage is caused or any repair is necessary to the said wires poles or accessories through the act or neglect of any particular one or more of the registered proprietors of any of the said pieces of land entitled to use such wires poles and accessories or of any part thereof as a result of further subdivision or their servants tenants agents workmen licensees or invitees the cost of making good such damage or of such repairs shall be borne entirely by that particular registered proprietor or those particular registered proprietors who shall carry out the work necessary to make good such damage or do such repair within seven days after being requested so to do in writing by any party or parties not in default and if the party in default fails to make good such damage or to carry out such repairs then such making good or repairs may be done by the party or parties giving such notice who may recover the cost thereof from the party in default together with interest thereon at the rate of $10.00 per centum per annum from the date of payment thereof by the party giving notice.

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement	Dated	16 May 2005	Page	4	of	11	Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Easements rights and Powers

1. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Ninth Schedule must prevail. Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this Easement Instrument, the modifications must prevail.

2. Any maintenance, repair or replacement of the easement facility that is necessary because of any act or omission by the Grantor or Grantee must be carried out promptly by that party and at that party's sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that party responsible must be in proportion to the amount attributable to that act or omission.

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement	Dated 16 May 2005	Page 5 of 51 pages

(Continue in additional Annexure Schedule, if required.)

IN THE MATTER of the Property Law Amendment Act 1975

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, EDWARD ORAL SULLIVAN of Timaru, Solicitor HEREBY CERTIFY:

1. That by Deed dated the 31st day of January 2005 LAKE TEKAPO PARK LIMITED appointed me 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 duplicate copy of the said Deed was pursuant to Section 151 of the Land Transfer Act 1952 deposited with the District Land Registrar at Christchurch on the 16th day of February 2005 as No. 6315504.1.

SIGNED at Timaru this 16th day of May 2005

.....

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement	Dated	16 May 2005	Page 6 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

ANNE FORSYTH ALLAN and ROBERT WILLIAM ALLAN as mortgagees under Memorandum of Mortgage No. 5736235.3 HEREBY CONSENTS to the within Easement Instrument BUT WITHOUT PREJUDICE to the mortgagee's rights powers and remedies under the said mortgage.

Dated this 16th day May 2005

Signed by)
ANNE FORSYTH ALLAN and) R.W. Allan Anne Allan
ROBERT WILLIAM ALLAN)
in the presence of:)

George Thomas Scott
Solicitor
Bangiora

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

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement	Dated	16 May 2005	Page 6 of 6 Pages

(Continue in additional Annexure Schedule, if required.)

BANK OF NEW ZEALAND as mortgagee under Memorandum of Mortgage No. 5960767.1 HEREBY CONSENTS to the within Easement Instrument BUT WITHOUT PREJUDICE to the mortgagee's rights powers and remedies under the said mortgage.

Dated this 16th day May 2005

SIGNED by BANK OF NEW ZEALAND by

Leigh Carin Bernard

Margaret Jane Aston

Rachel Elizabeth Wood

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

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, Leigh Carin Bernard and Margaret Jane Aston both of Auckland, Bank Officers, severally certify that:

1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.

2. Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812

3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.

4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 16th May 2005

Leigh Carin Bernard

SIGNED at Auckland this 16th May 2005

Margaret Jane Aston

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

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

Sections 90A and 90F, Land Transfer Act 195

EI 6681114.9 Easement I
Cpy – 01/01, Pgs – 011, 07/12/05, 12:27
DocID: 211599118

Registrar-General of Land Approval 02/6055EF A.D.L.S.

Land registration district

CANTERBURY

Grantor

Surname(s) must be underlined or in CAPITALS.

LAKE TEKAPO PARK LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

LAKE TEKAPO PARK LIMITED

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

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

Dated this 23rd day of September 2005

Attestation

Lake Tekapo Park Limited by its EDWARD ORAL SULLIVAN **Signature [common seal] of Grantor**	**Signed in my presence by the Grantor** *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** BARRIE VINCENT SUTER **Occupation** LEGAL EXECUTIVE **Address** TIMARU
Lake Tekapo Park Limited by its EDWARD ORAL SULLIVAN **Signature [common seal] of Grantee**	**Signed in my presence by the Grantee** *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** BARRIE VINCENT SUTER **Occupation** LEGAL EXECUTIVE **Address** TIMARU

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

L. Frankton

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Ref Code: Lak Tek Park Ltd

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

Annexure Schedule 1

Registrar-General of Land Approval 02/6055EF A.D.L.S.

Easement instrument Dated 23 September 2005 Page 2 of 10 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, *profit*, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT *or* in gross)
~~Covenant~~ Land Covenant	Lots 48 - 65 on DP353489 and Lots 67 to 69 on DP353489	Certificates of Title 218647 to 218667 inclusive (all DP353489)	Certificates of Title 218647 to 218667 inclusive (all DP353489)

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

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

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

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

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

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

Covenant provisions

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

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

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

[Annexure Schedule 2].

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

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement Instrument | Dated 23 September 2005 | Page 3 of 10 pages

(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2

1. The Grantor has agreed to establish for the benefit of the Grantee a restrictive covenant over the land described as the servient tenement.

2.1 The Grantor hereby consents:

(a) Not to erect on the land any relocated building (the term "relocated building" shall include any building transported onto the land in a substantially built up form).

(b) Not to erect any building on the land using the following construction techniques:-
(i) A-framed construction
(ii) Timber pole framed construction.

(c) Not to erect or allow to be incorporated into the exterior of the building of any lot:
(i) Fibre or weatherboards
(ii) Uncoated fibre material
(iii) PVC sidings or claddings
(iv) Unpainted or non-refinished colour coated iron or steel
(v) Imitation timber, brick, masonry, (block or stone).

2.2 (a) During construction adjacent lots shall not be used for access to place building materials and machinery without the express written permission of the registered proprietor of the adjacent lot. Any damage caused by unauthorized access shall be rectified and any rubbish removed within 24 hours of notice being given to the purchaser.

(b) During construction not to allow rubbish to accumulate on the site and shall ensure container bins shall be kept on the lot for the disposal of all rubbish. When necessary all such rubbish shall be removed and any damage sustained to other lots, crossing, grass verges or footpaths whilst building work is taking place shall be rectified and restored to the condition that existed prior to the commencement of construction and such rectification shall be completed prior to occupancy of the dwelling.

(c) To ensure that during construction that appropriate steps are taken to ensure that the disturbance to the site and materials are contained within the lot boundaries or on an adjoining lot where written permission has been obtained pursuant to clause 2.2(a).

(d) Allow contractors and subcontractors to commence work on the site without first informing them of the restrictions created by these covenants and ensuring their compliance therewith.

2.3 Not to permit any rubbish, noxious substances, livestock, birds or animals likely to cause a nuisance or annoyance to the neighbouring occupiers, to accumulate on the land nor to permit to keep on the land nor to permit grass and/or weeds to grow above 150mm in height on the land so as to become unsightly.

2.4 **Type of Fencing**
(a) Not to erect, construct or permit or suffer to be erected or constructed any fence whether a boundary fence or otherwise higher than 1.5m.

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

(b) Not to erect or construct any boundary or other fence incorporating shade-cloth (except during construction), netting, iron or steel of any profile, post and wire, untextured flat hardiflex, plywood, fibrolite or unpainted timber other than hardwoods or tanalised timber.

(c) The construction of any fence shall not be:
- (i) Within 5 metres of the front boundary adjoining any roadway.
- (ii) Within 2 metres of the boundary of any park, reserve and waterway where more than 50% of such fence is constructed of solid materials which cause a visual barrier.
- (iii) Exceeding 1.5 metres in height above the natural ground level.
- (iv) Not built in accordance with sound building practice.

2.5 Not at any time lodge a submission opposing or against any planning proposal by Lake Tekapo Park Limited or its successor in title to subdivide, develop or use all, any or part of the land previously described as Lot 1, Deposited Plan 319826 contained in Certificate of Title 78099 for any commercial, residential or recreational activity.

All registered proprietors are deemed to have given their written approval to any planning proposal referred to in this clause for the purposes of the Resource Management Act 1991

For the purposes of this clause the term "successor in title" means and is limited to any person or body to whom Lake Tekapo Park Limited has both transferred any of the land described in this clause and has assigned the benefit of this clause.

2.6 The Grantor and the Grantee acknowledge that following the sale and transfer of each lot, the Grantor shall not be liable for any breaches of the covenants herein contained or any liability arising therefrom.

2.7 Should the Grantee fail to comply with or complete the special conditions and/or covenants contained in the preceding clause the Grantee shall without prejudice to any of the Grantor's other rights or remedies pay to the Grantor as liquidated damages the sum of $20,000 (plus GST) payable by the Grantee to the Grantor immediately upon receipt of a written demand for payment from the Grantor or the Grantor's solicitor. The Grantor's costs of the remedying any of the Grantee's defaults under the preceding clause shall be recoverable from the Grantee upon demand.

The Grantee shall remove or cause to be removed from the property any building, structure or improvement so erected, repaired or completed in breach or non observance of the covenants in the preceding clause.

The Grantor shall not be required or obliged to enforce all or any of the covenants, stipulations and restrictions contained in the preceding clauses nor be liable to the Grantee for any breach thereof by any of the registered proprietors from time to time of the other lots which comprise the subdivision.

The Grantee covenants that the Grantee will at all times save harmless and keep indemnified the Grantor from all proceeding, costs, claims and demands in respect of breaches by the Grantee of any of the stipulations, restrictions and covenants contained in the preceding clauses.

2.8 Not to erect any dwelling or structure or allow any vegetation to grow of which the maximum height exceeds the level applicable to that lot as shown in the schedule headed Building and Vegetation Height Restrictions on page 5 of this Annexure Schedule.

2.9 In respect of Lots 48, 49, 50, 51, 52, 57, 59, 60, 62, 63, 65 and 67, not to erect or place any buildings or structures or to allow any vegetation to grow higher than 1.8 metres above the natural lie of the land within the areas as shown in Schedule A herein.

The restrictive provisions of clause 2.9 shall apply in priority to the provisions of clause 2.8.

2.10 The foregoing covenants shall cease to have any force and effect on and from 1 January 2012. Such cessation shall be without prejudice to any rights accruing for any breach of the covenants prior to that date except Clauses 2.8 and 2.9 which shall be in perpetuity.

2.11 The registered proprietor of any lot, its executors, administrators, successors and assigns with respect to the liquid petroleum gas supplied to the lot by Ongas Limited as arranged by the Grantor herein, shall not use or permit to be situated for use in any house upon the lot, privately owned or leased liquid petroleum gas cylinders above 9kg capacity, to the intent that all liquid petroleum gas supplied to the house shall be via the reticulation system in the control of Ongas Limited or its executors, administrators, successors and assigns.

2.12 Controls On Subdivision and Dwellings: In respect of Lots 48, 49, 50 and 51 only:

(a) A Lot owner must not:
  (i) Erect more than one dwelling on the Lot.
  (ii) Further subdivide any Lot.

(b) Clause 2.12(a) does not apply to any subdivision:
  (i) Consisting only of a boundary adjustment where it does not create any additional Lot; and
  (ii) Where the registered proprietors of all Lots adjoining the Lots subject to the boundary adjustment, have consented to the subdivision in writing.

(c) "Lot" means a residential Lot created by the subdivision of Lot 500 of approved subdivision consent.
"Lot Owner" means the registered proprietor of a Lot and any tenant, lessee, licensee, visitor or invitee of a Lot Owner.
"Subdivided" has the meaning set out in Section 218(i) of the Resource Management Act 1991 and includes the creation of gross leases or units within the meaning of the Unit Titles Act 1972.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement Instrument | Dated 23 September 2005 | Page 6 of 10 pages

(Continue in additional Annexure Schedule, if required.)

SCHEDULE (refer Clause 2.9)

Lot No:	Areas Marked
48	AM
49	AL, AK
50	AJ
51	AH, AG
52	AF
57	AE
59	AD
60	AC
62	AB
63	AA
65	Z, Y
67	X

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

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement Instrument | Dated 23 September 2005 | Page 7 of 10 pages

(Continue in additional Annexure Schedule, if required.)

BUILDING AND VEGETATION HEIGHT RESTRICTIONS

Lot Number	Likely Building Foundation Level - RL	Building Height Available	Maximum Height for Vegetation - Worst Scenario	Maximum Building and Vegetation RL
48	735.8	6	5.6	741.8
49	736.2	6	5.8	742.2
50	736.2	6	5.6	742.2
51	736.4	6	5.8	742.4
52	732.2	6.5	2.5	738.7
53	728	6.5	5.5	734.5
54	734	6.5	3.5	740.5
55	735	6.5	4.1	741.5
57	740.6	7	6.8	747.6
58	740.6	8	7.8	748.6
59	738.8	7	5.8	745.8
60	738.4	7	6.8	745.4
61	738.8	8	6.8	746.8
62	738.2	7	6.8	745.2
63	738.2	7	6.6	745.2
64	740	8	7.8	748.0
65	738.2	7	5.2	745.2
67	738.2	8	7.0	746.2
68	739.6	8	7.4	747.6
69	738.8	8	7.8	746.8

RL is the measurement above Lyttelton Datum Level

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

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement Instrument	Dated	23 September 2005	Page	8	of	10	pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Easements rights and Powers

1. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Ninth Schedule must prevail. Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this Easement Instrument, the modifications must prevail.

2. Any maintenance, repair or replacement of the easement facility that is necessary because of any act or omission by the Grantor or Grantee must be carried out promptly by that party and at that party's sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that party responsible must be in proportion to the amount attributable to that act or omission.

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement Instrument | Dated 23 September 2005. | Page 9 of 10 pages

(Continue in additional Annexure Schedule, if required.)

IN THE MATTER of the Property Law Amendment Act 1975

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, EDWARD ORAL SULLIVAN of Timaru, Solicitor HEREBY CERTIFY:

1. That by Deed dated the 31st day of January 2005 LAKE TEKAPO PARK LIMITED appointed me their 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 duplicate copy of the said Deed was pursuant to Section 151 of the Land Transfer Act 1952 deposited with the District Land Registrar at Christchurch on 16th day of February 2005 as No. 6315504.1.

SIGNED at Timaru this 23rd day of September 2005

.....
EDWARD ORAL SULLIVAN

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

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Partial Easement Surrender	Dated 23 September 2005.	Page 10 of 10 pages

(Continue in additional Annexure Schedule, if required.)

BANK OF NEW ZEALAND as mortgagee under Memorandum of Mortgage No: 5960767.1 HEREBY CONSENTS to the within Easement Instrument BUT WITHOUT PREJUDICE to the mortgagee's rights powers and remedies under the said mortgage.

DATED this 25 day of November 2005

SIGNED by BANK OF NEW ZEALAND by:

SIGNED for and on behalf of
BANK OF NEW ZEALAND
by its Attorney

.....

PETER WILLIAM McCULLOCH

.....

In the Presence of:

.....

Bank Officer
Bank of New Zealand
Wellington

ABBY SCOTT

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

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

Bank of New Zealand

CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY

I, PETER WILLIAM McCULLOCH, Quality Assurance Officer, Lending Services of Wellington, New Zealand, Bank Officer, certify that:

1. By deed dated 12 July 2005 (the "Deed"), I was, by virtue of being an Authorised Officer, appointed as an attorney of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.

2. A copy of the Deed is deposited in the following registration district of Land Information New Zealand:

   North Auckland as dealing No. 6508607

3. I have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.

4. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Wellington

DATED: **25 NOVEMBER 2005**

PETER WILLIAM McCULLOCH

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

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

Sections 90A and 90F, Land Transfer Act 19

EI 6681114.11 Easement

Cpy – 01/01, Pgs – 008, 07/12/05, 12:28

Registrar-General of Land Approval 02/6055EF A.D.L.S.

DocID: 211599121

Land registration district

CANTERBURY

Grantor *Surname(s) must be underlined or in CAPITALS.*

LAKE TEKAPO PARK LIMITED

Grantee *Surname(s) must be underlined or in CAPITALS.*

LAKE TEKAPO PARK LIMITED

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

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

Dated this 23rd day of September 2005

Attestation

Lake Tekapo Park Limited by attorney EDWARD ORAL SULLIVAN **Signature [common seal] of Grantor**	**Signed in my presence by the Grantor** *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** BARRIE VINCENT SUTER LEGAL EXECUTIVE **Address** TIMARU
Lake Tekapo Park Limited by attorney EDWARD ORAL SULLIVAN **Signature [common seal] of Grantee**	**Signed in my presence by the Grantee** *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** BARRIE VINCENT SUTER **Occupation** LEGAL EXECUTIVE **Address** TIMARU

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

L. Zamfir

[Solicitor for] the Grantee

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

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

Annexure Schedule 1

Registrar-General of Land Approval 02/6055EF A.D.L.S.

Easement instrument Dated 23 September 2005 Page 1 of 46 pages

Schedule A *(Continue in additional Annexure Schedule if required.)*

Purpose (nature and extent) of easement, *profit*, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT *or* in gross)
Right of Way, Right to drain sewage & water, Right to convey water, electricity & telecommunications	A	218652	218651, 218653, 218654
	B	218653	218651, 218652, 218654
	AN	218654	218651, 218652, 218653
	C	218655	218656, 218657,218658
	D	218656	218655, 218657,218658
	E, AP	218657	218655, 218656, 218658
	AO	218658	218655, 218656, 218657
	F	218660	218663
	G	218663	218660
	(all DP353489)		

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

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

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

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

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

[the provisions set out in Annexure Schedule 2].

Covenant provisions

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

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

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

~~[Annexure Schedule 2].~~

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement Dated 23 September 2005 Page 2 of 26 Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Schedule A

Purpose (nature and extent) of easement, *profit*, or covenant	Shown (plan reference)	Servient tenement (identifier/CT)	Dominant tenement (Identifier/CT *or* in gross)
Right to drain sewage & water	A & O B Q N H & J K, L, M (all DP353489)	218652 218653 218654 218651 218649 218650	218653, 218654 218654 218653 218652, 218653, 218654 218648 218648, 218649
Right to drain water	U (all DP353489)	218660	218663

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

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF ADLS

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

Easement	Dated	23 September 2005	Page	3	of	36	Pages

(Continue in additional Annexure Schedule, if required.)

TERMS, CONDITIONS, COVENANTS OR RESTRICTIONS IN RESPECT OF THE RIGHT TO CONVEY ELECTRICITY

1. The right to convey electricity referred to herein shall be the right for the dominant tenement at all times to maintain electric power connections through over or under the area defined with any other person lawfully entitled so to do and for that purpose to lay and erect with the right for the registered proprietors for the time being of the dominant tenement with or without servants agents workmen and with all necessary tools plant and equipment to enter upon the servient tenement for the purpose of installing laying erecting maintaining and repairing the said wires poles and accessories PROVIDED THAT as little damage as possible shall be caused to the servient tenement and the surface thereof shall be restored as nearly as possible to its former state of condition AND PROVIDED THAT the laying erecting renewing and repairing of such wires poles and accessories shall be carried out in such a way that as little inconvenience as possible is caused to the servient tenement.

2. All differences and disputes which shall arise between the parties hereto or their successors in title or any of them touching or concerning the easements hereby created or any act or thing to be done suffered or omitted in pursuance hereof or touching or concerning the construction of these presents shall be referred to arbitration in accordance with the Arbitration Act 1996 or any amendment thereto or re-enactment thereof for the time being in force.

3. Any costs (not borne by an Energy Company or other Authority) of installing laying erecting renewing altering or repairing such parts of the wires poles and accessories as are used in common by the registered proprietors of any of the said pieces of land entitled to use such wires poles and accessories shall be borne in equal shares by such of the registered proprietors as use such common part PROVIDED THAT if any of the said pieces of land or any part thereof entitled to use such wires poles and accessories are subdivided the basis of contribution to any of such costs shall thereupon be varied so that thenceforth the registered proprietors of every separate lot or piece of land that use such common parts shall contribute equally to such costs PROVIDED THAT if any damage is caused or any repair is necessary to the said wires poles or accessories through the act or neglect of any particular one or more of the registered proprietors of any of the said pieces of land entitled to use such wires poles and accessories or of any part thereof as a result of further subdivision or their servants tenants agents workmen licensees or invitees the cost of making good such damage or of such repairs shall be borne entirely by that particular registered proprietor or those particular registered proprietors who shall carry out the work necessary to make good such damage or do such repair within seven days after being requested so to do in writing by any party or parties not in default and if the party in default fails to make good such damage or to carry out such repairs then such making good or repairs may be done by the party or parties giving such notice who may recover the cost thereof from the party in default together with interest thereon at the rate of $10.00 per centum per annum from the date of payment thereof by the party giving notice.

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF ADLS

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

Easement	Dated	23 September 2005	Page	4	of	46	Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Easements rights and Powers

1. Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Ninth Schedule to the Property Law Act 1952, the provisions of the Ninth Schedule must prevail. Where there is a conflict between the provisions of the Fourth Schedule and/or the Ninth Schedule and the modifications in this Easement Instrument, the modifications must prevail.

2. Any maintenance, repair or replacement of the easement facility that is necessary because of any act or omission by the Grantor or Grantee must be carried out promptly by that party and at that party's sole cost. Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that party responsible must be in proportion to the amount attributable to that act or omission.

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement	Dated 23 September 2005	Page 5 of 6 pages

(Continue in additional Annexure Schedule, if required.)

IN THE MATTER of the Property Law Amendment Act 1975

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, EDWARD ORAL SULLIVAN of Timaru, Solicitor HEREBY CERTIFY:

1. That by Deed dated the 31st day of January 2005 LAKE TEKAPO PARK LIMITED appointed me their 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 duplicate copy of the said Deed was pursuant to Section 151 of the Land Transfer Act 1952 deposited with the District Land Registrar at Christchurch on 16th day of February 2005 as No. 6315504.1.

SIGNED at Timaru this 23rd day of September 2005

.....
EDWARD ORAL SULLIVAN

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

~~Partial Surrender~~ Easement Instrument Dated 23 September 2005 Page 4 of 4 pages

(Continue in additional Annexure Schedule, if required.)

BANK OF NEW ZEALAND as mortgagee under Memorandum of Mortgage No: 5960767.1 HEREBY CONSENTS to the within Easement Instrument BUT WITHOUT PREJUDICE to the mortgagee's rights powers and remedies under the said mortgage.

DATED this 23rd day of September 2005

SIGNED by BANK OF NEW ZEALAND by

Rachel Elizabeth Wood

Attorney

In the presence of:

Robin Peter Tuckey

Bank Officer, Auckland

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

Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, Rachel Elizabeth Wood and Margaret Jane Aston both of Auckland, Bank Officers, severally certify that:

1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.

2. Copies of the Deed are deposited in the following registration dis tricts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812

3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.

4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 23rd day of September 2005

Rachel Elizabeth Wood

SIGNED at Auckland this 23rd day of September 2005

Margaret Jane Aston

Approved by Registrar-General of Land under No. 2007/6225

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

Sections 90A and 90F, Land Transfer Act 1952

EI 7756787.1 Easement I

Cpy - 01/03, Pgs - 007, 19/03/08, 10:10

DocID: 212158784

Land registration district

CANTERBURY

Grantor *Surname(s) must be underlined or in CAPITALS.*

LAKE TEKAPO PARK LIMITED

Grantee *Surname(s) must be underlined or in CAPITALS.*

LAKE TEKAPO PARK LIMITED

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

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

Dated this 15th day of February 2008

Attestation

Signed by Lake Tekapo Park Limited by its duly authorised Attorney Edward Oral Sullivan	**Signed in my presence by the Grantor**
Signature [common seal] of Grantor	*Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** BARRIE VINCENT SUTER **Occupation** LEGAL EXECUTIVE **Address** TIMARU
Signed by Lake Tekapo Park Limited by its duly authorised Attorney Edward Oral Sullivan	**Signed in my presence by the Grantee**
Signature [common seal] of Grantee	*Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** BARRIE VINCENT SUTER LEGAL EXECUTIVE **Address** TIMARU

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1

Registrar-General of Land Approval 07/6225 ADLS

Easement instrument Dated 15 February 2008. Page 1 of 3 pages

Schedule A *(Continue in additional Annexure Schedule if required.)*

Purpose (nature and extent) of easement, *profit*, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT *or* in gross)
Land Covenant	Lot 61, DP353489 and Lot 64, DP353489	218660 (Lot 61, DP353489) and 218663 (Lot 64, DP353489)	218659 (Lot 60 DP353489) 218661 (Lot 62 DP353489) 218662 (Lot 63 DP353489) 218664 (Lot 65 DP535490)

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

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

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

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

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

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

Covenant provisions

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

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

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

[Annexure Schedule 2].

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement	Dated	15 February 2008	Page	2	of	3	Pages

(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2

1. The Grantor established a restrictive covenant over the land described as the servient tenement.

2. The Grantor hereby consents not to erect any dwelling or structure of which the maximum height exceeds 7 metres and in respect of 218660 (Lot 61) shall not exceed a level of 745.8 RL and in respect of 218663 (Lot 64) shall not exceed a level of 747.0 RL, RL being the measurement above Lyttleton Datum Level.

3. It is acknowledged by the Grantor that the provisions of this Land Covenant take precedence over the maximum height restrictions set out in the Land Covenant contained in Easement Instrument 6681114.9.

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement	Dated	15 February 2008	Page	3	of	3	Pages

(Continue in additional Annexure Schedule, if required.)

IN THE MATTER of the Property Law Act 2007

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, EDWARD ORAL SULLIVAN of Timaru, Solicitor HEREBY CERTIFY:

1. That by Deed dated the 31st day of January 2005 LAKE TEKAPO PARK LIMITED appointed me their 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 duplicate copy of the said Deed was pursuant to Section 151 of the Land Transfer Act 1952 deposited with the District Land Registrar at Christchurch on the 16th day of February 2005 as No. 6315504.1

SIGNED at Timaru this 15th day of February 2008.

.....

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

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Registrar-General of Land Approval 03/6150EF A.D.L.S.

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

Easement Instrument

Page [ ] of [ ] pages

Consentor *Surname must be underlined or in CAPITALS*	**Capacity and Interest of Consentor** *(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)*
BANK OF NEW ZEALAND	**Mortgagee under Mortgage No: 5960767.1**

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [ ] if inconsistent with the consent.
State full details of the matter for which consent is required.

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

~~[section of the Act]~~

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

the **Consentor hereby consents** to:

the within Easement Instrument

Dated this 13 day of March 2008

Attestation

SIGNED for and on behalf of BANK OF NEW ZEALAND by its attorney ..... **Andrew Mark Rainey** ..... **Signature of Consentor**	**Signed in my presence by the Consentor** **Signature of Witness** *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** **Address** NICHOLAS JON DUDLEY BANK OFFICER BANK OF NEW ZEALAND WELLINGTON

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

Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Andrew Mark Rainey** , Bank Officer of Wellington, New Zealand certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 14, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.

2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1

3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this **13 MARCH 2008**

[Full name] Andrew Mark Rainey

Landonline User ID: _____

LODGING FIRM: Raymond Sullivan McGlashan

Address: PO Box 557
TIMARU

Uplifting Box Number: _____

ASSOCIATED FIRM: _____

Client Code / Ref: 21691/5 (BVS)

HEREWITH

Survey Plan (#)	
Title Plan (#)	
Traverse Sheets (#)	
Field Notes (#)	
Calc Sheets (#)	
Survey Report	

Other (state)

Dealing / SUD Number: (LINZ Use only)

Priority Barcode/Date Stamp (LINZ use only)

Plan Number Pre-Allocated or to be Deposited: _____

Rejected Dealing Number: _____

EI 7756787.1 Easement I
Cpy – 02/03, Pgs – 007, 19/03/08, 10:10

Copies
(inc. original)
DocID: 212168784

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	218659, 218660 218661, 2187662, 218663, 218664	EI	LAKE TEKAPO PARK LTD	60.00							$60.00
2											
3											
4									CHQ# A 087699	CHE 000	120.00
5											
6											

RECEIVED
19 MAR 2008

PAID

Land Information New Zealand Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Annotations (LINZ use only)

Original Signatures? _____

Subtotal (for this page)	$60.00
Total for this dealing	$60.00
Less Fees paid on Dealing #	
Cash/Cheque enclosed for	$60.00

Version 1.7: 28 May 2004

Approved by Registrar-General of Land under No. 2007/6225

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

Sections 90A and 90F, Land Transfer Act 195

EI 7756800.1 Easement I

Cpy – 01/03, Pgs – 011, 19/03/08, 10:16

DocID: 212168790

Land registration district

CANTERBURY

Grantor *Surname(s) must be underlined or in CAPITALS.*

LAKE TEKAPO PARK LIMITED

Grantee *Surname(s) must be underlined or in CAPITALS.*

SEADOWN HOLDINGS LIMITED

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

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

Dated this 15th day of February 2008

Attestation

Lake Tekapo Park Limited by its duly authorised Attorney Kenneth Francis McKenzie **Signature [common seal] of Grantor**	**Signed in my presence by the Grantor** *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** BARRIE VINCENT SUTER **Occupation** LEGAL EXECUTIVE **Address** TIMARU
Seadown Holdings Limited by its Director(s) KENNETH FRANCIS McKENZIE EDWARD ORAL SULLIVAN **Signature [common seal] of Grantee**	**Signed in my presence by the Grantee** *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** **Address**

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

[Solicitor for] the Grantee

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

REF: 7003 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2007/6225

Annexure Schedule 1

Registrar-General of Land Approval 07/6225 ADLS

Easement instrument Dated 15 February 2008 Page 1 of 3 pages

Schedule A *(Continue in additional Annexure Schedule if required.)*

Purpose (nature and extent) of easement, *profit*, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT *or* in gross)
Land Covenant	Lot 51 DP353489	218659 (Lot 60 DP353489) 218660 (Lot 61 DP353489) 218661 (Lot 62 DP353489) 218662 (Lot 63 DP353489) 216883 (Lot 64 DP353489) 218664 (Lot 65 DP353489)	218650 (Lot 51 DP353489)

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

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

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

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

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

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

Covenant provisions

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

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

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

[Annexure Schedule 2].

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement	Dated	15 February 2008	Page	2	of	3	Pages

(Continue in additional Annexure Schedule, if required.)

ANNEXURE SCHEDULE 2

1. The Grantor established a restrictive covenant, such covenant being registered as a Land Covenant contained in Easement Instrument 6681114.9.

2. The Grantee and Grantor subsequently agreed to enter into a Deed of Modification of Deed of Land Covenant Relating to Eaves (Easement Instrument NO. 6681114.9), a copy of which is attached and shown as Annexure Schedule 3.

3. The Grantor has agreed to enter into this Land Covenant to record the terms of the Deed against the Certificates of Title being servient tenements set out in Annexure Schedule 1.

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

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Easement	Dated	15 February 2008	Page 3 of 3 Pages

(Continue in additional Annexure Schedule, if required.)

IN THE MATTER of the Property Law Act 2007

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, KENNETH FRANCIS MCKENZIE of Timaru, Solicitor HEREBY CERTIFY:

1. That by Deed dated the 3rd day of June 2005 LAKE TEKAPO PARK LIMITED appointed me their 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 by LAKE TEKAPO PARK LIMITED.

3. That a duplicate copy of the said Deed was pursuant to Section 151 of the Land Transfer Act 1952 deposited with the District Land Registrar at Christchurch on the 14th day of June 2005 as No. 645882.1

SIGNED at Timaru this 15th day of February 2008

.....

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

BARRISTERS
SOLICITORS
RAYMOND SULLIVAN McGLASHAN

DATED 26 January 2006 7

✓ LAKE TEKAPO PARK LIMITED

and

SEADOWN HOLDINGS LIMITED

DEED OF MODIFICATION OF DEED OF LAND COVENANT RELATING TO EAVES (Easement Instrument No 6681114.9)

RAYMOND SULLIVAN McGLASHAN
SOLICITORS
TIMARU

THIS DEED made this 26th day of January 2007

BETWEEN LAKE TEKAPO PARK LIMITED at Timaru ("Grantor")

AND SEADOWN HOLDINGS LIMITED at Timaru ("Grantee")

RECITAL:

A. In terms of the restrictive covenants under and pursuant to Land Covenant in Easement Instrument 6681114.9 Annexure Schedule 2 - thereto the Restrictive Covenants clause 2.9 provided as follows:

"In respect of Lots 48, 49, 50, 51, 52, 57, 59, 60, 62, 63, 65 and 67, not to erect or place any buildings or structures or to allow any vegetation to grow higher than 1.8 metres above the natural lie of the land within the areas "shaded grey" on the attached plan.

The restrictive provisions of clause 2.9 shall apply in priority to the provisions of clause 2.8."

B. Under terms of the Building Code operated by the Mackenzie District Council Building Coverage means:

*"**Building Coverage**: means that portion of the net area of a site which is covered by buildings or parts of buildings, including overhanging or cantilevered parts of buildings, expressed as a percentage.*

The following shall not be included in Building Coverage:

(a) Pergolas.

(b) That part of eaves and/or spouting or bay windows projecting one metre (1m) or less horizontally from any exterior wall.

(c) Satellite dishes.

(d) Uncovered terraces or decks.

(e) Uncovered swimming pools.

(f) Fences, walls and retaining walls."

For the avoidance of doubt in respect of this Land Covenant the parties have agreed to enter into this Deed varying clause 2.9 in respect of Lot 51 only to read as follows:

"(a) In respect of Lot 51 not to erect or place any buildings or structures or to allow any vegetation to grow higher than 1.8 metres above the natural lie of the land within the areas as shown in Schedule A herein.

For the purposes of the clause:
Eaves and/or spouting projecting no more than 0.5 metres horizontally from any exterior wall;
are allowed within the areas."

The restrictive provisions of Clause 2.9 shall apply in priority to the provisions of Clause 2.8.

(b) As at the date of this Deed, Lake Tekapo Park Limited is the registered proprietor of and agrees to the following provisions in respect of Lots 57, 60, 61, 62, 63, 64 and 65.

NOW THEREFORE THIS DEED WITNESSTH AND THE PARTIES AGREE AS FOLLOWS:

In respect of Lot 51 only the following provisions shall apply:

1. In respect of Lot 51 not to erect or place any buildings or structures or to allow any vegetation to grow higher than 1.8 metres above the natural lie of the land within the areas as shown in Schedule A herein.

For the purposes of the clause:
Eaves and/or spouting projecting no more than 0.5 metres horizontally from any exterior wall;
are allowed within the areas.

The restrictive provisions of clause 2.9 shall apply in priority to the provisions of clause 2.8.

2. The provisions of Clauses 2.9 and 2.8 shall continue to apply to all other relevant lots.

3. In all other respects the Land Covenant shall continue to apply.

IN WITNESS WHEREOF these presents have been executed on the 26th day of May 2005 2007.

SWORN on behalf of LAKE TEKAPO PARK LIMITED by two Directors:

.....
Director

.....
Director

JOHN DAVID MURRAY
Full Name

JAMES GEORGE MURRAY
Full Name

SWORN for and on behalf of SEADOWN HOLDINGS LIMITED by two Directors:

.....
Director

.....
Director

KENNETH FRANCIS McKENZIE

EDWARD ORAL SULLIVAN
Full Name

.....
Full Name

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Registrar-General of Land Approval 03/6150EF A.D.L.S.

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

Easement Instrument

Page [ ] of [ ] pages

Consentor *Surname must be underlined or in CAPITALS*	**Capacity and Interest of Consentor** *(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)*
BANK OF NEW ZEALAND	**Mortgagee under Mortgage No: 5960767.1**

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [ ] if inconsistent with the consent.
State full details of the matter for which consent is required.

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

~~[section of the Act]~~

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

the **Consentor hereby consents** to:

the within Easement Instrument

Dated this 13 day of March 2008

Attestation

SIGNED for and on behalf of BANK OF NEW ZEALAND by its attorney ..... Andrew Mark Rainey ..... **Signature of Consentor**	**Signed in my presence by the Consentor** **Signature of Witness** *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** NICHOLAS JOHN DUDLEY BANK OFFICER **Address** BANK OF NEW ZEALAND WELLINGTON

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

REF: 7029 – AUCKLAND DISTRICT LAW SOCIETY

Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Andrew Mark Rainey** , Bank Officer of Wellington, New Zealand certify:

1. That by deed dated 12 July 2005, Bank of New Zealand, of Level 14, BNZ Tower, 125 Queen Street, Auckland, New Zealand, appointed me its attorney.

2. A copy of the deed is deposited in the North Auckland registration district of Land Information New Zealand as dealing No. 6508607.1

3. That I have not received notice of any event revoking the power of attorney.

SIGNED at Wellington this **13 MARCH 2008**

[Full name]
Andrew Mark Rainey

P

Landonline User ID: _____

LODGING FIRM: Raymond Sullivan McGlashan

Address: PO Box 557
TIMARU

Uplifting Box Number: _____

ASSOCIATED FIRM: _____

Client Code / Ref: 21691/5 (BVS)

HEREWITH

Survey Plan (#)	
Title Plan (#)	
Traverse Sheets (#)	
Field Notes (#)	
Calc Sheets (#)	
Survey Report	

Other (state)

Dealing / SUD Number: (LINZ Use only)

Priority Barcode/Date Stamp (LINZ use only)

EI 7756800.1 Easement I
Cpy – 02/03, Pgs – 011, 19/03/08, 10:16

Copies (inc. original)
DocID: 212158790

Plan Number Pre-Allocated or to be Deposited: _____

Rejected Dealing Number: _____

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	218650, 218659 218660, 218661, 218662, 216883,	EI	LAKE TEKAPO PARK LTD to SEADOWN	60.00							$60.00
2	218664		HOLDINGS LIMITED								
3											
4											
5											
6											

RECEIVED
19 MAR 2008

PAID

Land Information New Zealand Lodgement Form

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF

Annotations (LINZ use only)

Original Signatures? _____

Subtotal (for this page)	$60.00
Total for this dealing	$60.00
Less Fees paid on Dealing #	
Cash/Cheque enclosed for	**$60.00**

Version 1.7: 28 May 2004

View Instrument Details

Instrument No	8987911.1
Status	Registered
Date & Time Lodged	21 February 2012 14:01
Lodged By	Vincent, Robert Howard
Instrument Type	Easement Instrument

Affected Computer Registers	Land District
218660	Canterbury
218662	Canterbury
218663	Canterbury

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	☑
I certify that the Mortgagee under Mortgage 8699316.1 has consented to this transaction and I hold that consent	☑

Signature

Signed by Robert Howard Vincent as Grantor Representative on 21/02/2012 01:59 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 Robert Howard Vincent as Grantee Representative on 21/02/2012 01:59 PM

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

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Form B

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

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

Grantor

John David MURPHY

Grantee

Gary Robert WAKEFIELD, Barbara Rose WAKEFIELD and RAYMOND SULLIVAN TRUST 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; *profit* or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	F DP 353489 G DP 353489	Lot 61 DP 353489 CT 218660 Lot 64 DP 353489 CT 218663	Lot 63 DP 353489 CT 218662

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]~~ **[negatived]** **[added to]** ~~or [substituted]~~ by:

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

[the provisions set out in Annexure Schedule]

Covenant provisions

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

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

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

~~[Annexure Schedule]~~

Annexure schedule

Page [ ] of [ ] Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

The Grantee will pay one third of the costs of any repair/remediation/easement work in respect of the right of way

Annexure schedule

Page [ ] of [ ] Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

Signed by the Grantor)
JOHN DAVID MURPHY)
In the presence of)

Signed by the Grantee)
GARY ROBERT WAKEFIELD and)
BARBARA ROSE WAKEFIELD)
In the presence of)

SIGNED by the Grantee RAYMOND SULLIVAN TRUST LIMITED by two Directors:

.....	.....
Director	Director
.....	.....
Full Name	Full Name

ANNEXURE SCHEDULE - CONSENT FORM[1]

Land Transfer Act 1952 section 238(2)

Person giving consent *Surname must be underlined*	Capacity and Interest of Person giving consent *(eg. Mortgagee under Mortgage no.)*
RSM LAWYERS NOMINEE COMPANY	**Mortgagee under Mortgage Number 8699316.1**

Consent

Delete words in [ ] if inconsistent with the consent
State full details of the matter for which consent is required

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

~~[section of the Act]~~

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

the **Person giving consent hereby consents** to: Easement creating the right of way

Dated this 8th day of February 2012

Attestation

RSM LAWYERS NOMINEE COMPANY LIMITED by its Directors Authorised Signatory: Authorised Signatory: (Director)	**Signed in my presence by the Person giving consent** *Signature of Witness* *Witness to complete in BLOCK letters (unless legibly printed):* **Witness name** **Occupation** **Address**
Signature [Common seal] of Person giving consent	

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

BVS-023923-4-21-V1:KEK

Mackenzie District Council

MACKENZIE DISTRICT COUNCIL
CERTIFICATE IN ACCORDANCE WITH SECTION 348 OF THE LOCAL GOVERNMENT ACT 1974

That pursuant to section 348 of the Local Government Act 1974, the Mackenzie District Council approves the creation of Rights of Way over Lots 61 and 64 DP 353489, in favour of Lot 63 DP 353489, subject to the condition specified below:

1. The proposal shall proceed in accordance with the attached plan marked by Mackenzie District Council RM110072 and dated 1.12.2011 and details supplied with the application and entered on Council's records as RM110072.

2. The existing crossing on Rankin Rise be removed in part from the property side of the footpath neatly and reinstated in grass to the satisfaction of the Asset Manager.

Declared at Fairlie on 11/1/12

.....

Bernie Haar
Asset Manager

P.O. Box 52, Main Street, Fairlie 7949. Tel 03 685 8514 : Fax 03 685 8533
Market Place, Twizel 7901. Tel 03 435 0737 : Fax 03 435 0537
South Canterbury, New Zealand : www.mackenzie.govt.nz : email: info@mackenzie.govt.nz

7 Rankin Rise, Lake Tekapo

Area 1,295 m²
Legal Desc: Lot 61 DP 353489



Property Specific District Plan Chapters

View Full District Plan

Zoom to selected property

Clear selected property

Appeals: 14 Nov 2025
Revision: 14 Nov 2025

Change

The following information applies to this property

Zones - Precincts - Specific Control Areas

Low Density Residential Zone

View section

Precinct

View section

Precinct Type: Takapō / Lake Tekapo Precinct

Energy Infrastructure and Transport

Flight Protection Area

Name: Flight Protection Area Tekapo

Search for an address or lot description...

1 : 564

20 m



Map Prepared

Milward Finlay Lobb Ltd

7 Rankin Rise

DISCLAIMER: This map/plan is illustrative only and all information should be independently verified on site before taking any action. Whilst due care has been taken, Grip gives no warranty as to the accuracy and plan completeness of any information on this map/plan and accepts no liability for any error, omission or use of the information.

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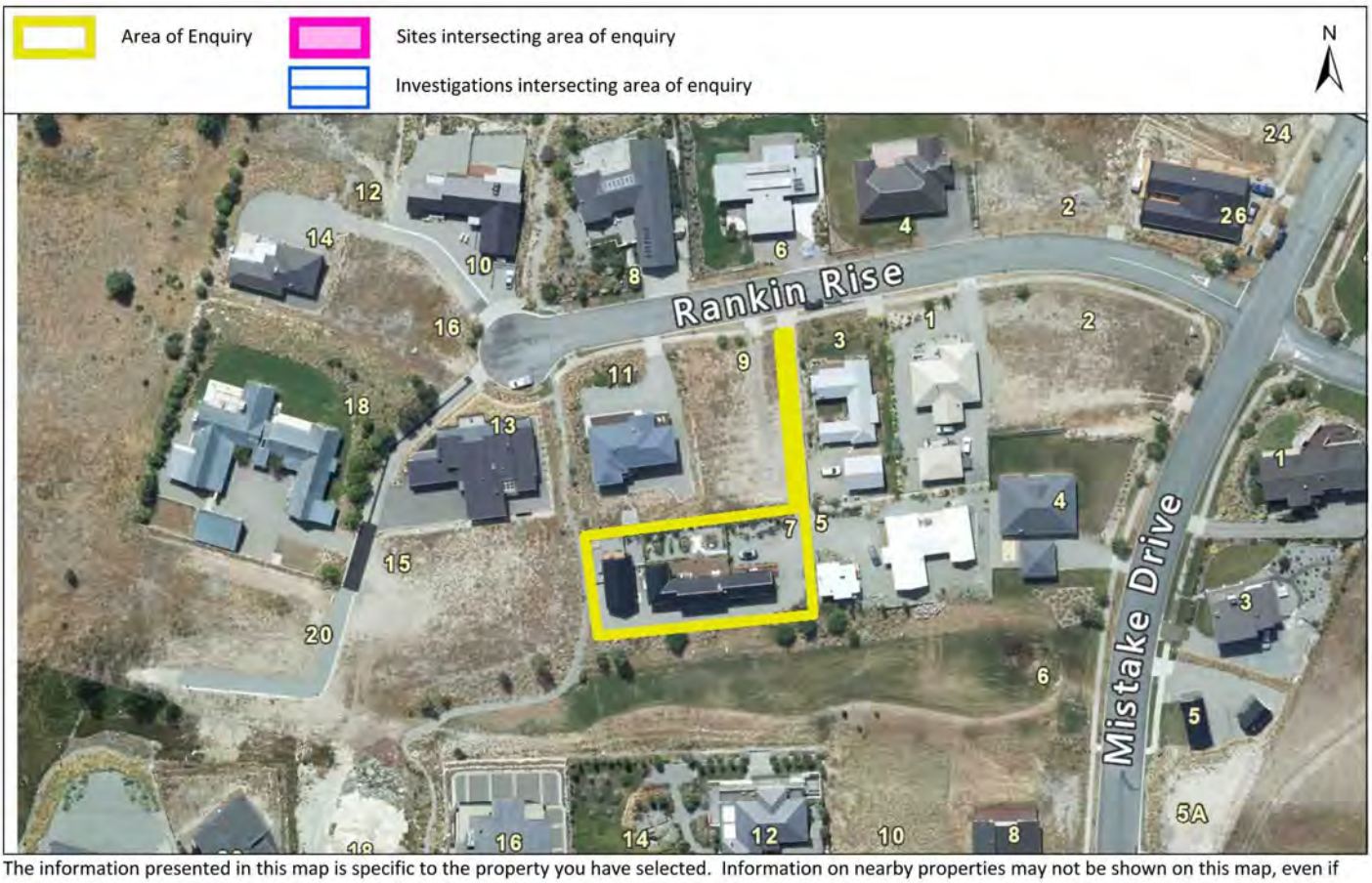
1:400 @ A4

16 June 2026

Property Statement
from the Listed Land Use Register

Visit ecan.govt.nz/HAIL for more information or
contact Customer Services at ecan.govt.nz/contact/ and quote ENQ463393

Date generated: 15 June 2026
Land parcels: Lot 61 DP 353489



The information presented in this map is specific to the property you have selected. Information on nearby properties may not be shown on this map, even if the property is visible.

Sites at a glance

Sites within enquiry area

There are no sites associated with the area of enquiry.

More detail about the sites

There are no sites associated with the area of enquiry.

Disclaimer

The enclosed information is derived from Environment Canterbury's Listed Land Use Register and is made available to you under the Local Government Official Information and Meetings Act 1987.

The information contained in this report reflects the current records held by Environment Canterbury regarding the activities undertaken on the site, its possible contamination and based on that information, the categorisation of the site. Environment Canterbury has not verified the

VISITOR ACCOMMODATION MANAGEMENT PLAN

7 Rankin Rise, Lake Tekapo

Mackenzie District, New Zealand

Consent holder	Mark Hopkins and Claire Bramley
Property address	7 Rankin Rise, Lake Tekapo 7999
Legal description	Lot 61 DP 353489
Resource consent	Condition X, Resource Consent RM26X
Consent granted	
Consent authority	Mackenzie District Council
Activity status	Discretionary — up to 10 guests per night
Property manager	Greg & Angela Marshall — BookTekapo
Manager phone	+64 27 483 3593 (including after-hours)
Document version	Version 1.0 — July 2026
Status	Submitted for Council Certification

CERTIFICATION REQUIREMENT — Condition X, Resource Consent RM26X

This VAMP has been prepared to satisfy Condition X of Resource Consent RM26X. It must be submitted to the Planning Manager (planning@mackenzie.govt.nz) for certification. Once certified, this document forms part of the Approved Consent Document and the activity must be operated in accordance with it.

1. Purpose and Scope

This Visitor Accommodation Management Plan (VAMP) has been prepared by Mark Hopkins and Claire Bramley (consent holders) and their appointed property manager, Greg & Angela Marshall — booktekapo.co.nz, to satisfy Condition X of Resource Consent RM26X granted by Mackenzie District Council.

This document addresses the four certification requirements of Condition X:

Condition X	Property Manager contact details, including after-hours — Section 2
Condition X)	House rules ensuring compliance with consent conditions — Section 3 (full guest detail in Appendix A)
Condition X	Parking information for guest vehicles — Section 4 (full guest detail in Appendix A)
Condition X	Complaint management procedure — Section 5
Appendix A	Guest Information Booklet — full guest-facing rules, guidance and procedures

Appendix A: Guest Information Booklet

The Guest Information Booklet for 7 Rankin Rise ('the Guest Book') is attached as Appendix A to this VAMP. The Guest Book is the primary guest-facing document that communicates all house rules, quiet hours, waste instructions, parking guidance, and emergency information to guests. Where consent conditions are addressed in this VAMP, the full guest-facing detail is contained in the Guest Book. Cross-references to Appendix A are noted throughout.

2. Property Manager Contact Details

This section satisfies Condition X

Property manager	Greg & Angela Marshall — booktekapo.co.nz
Primary phone	+64 27 483 3593
After-hours phone	+64 27 483 3593 (same number — monitored at all times)
Booking platform	Airbnb and other platforms
Consent holders	Mark Hopkins and Claire Bramley
Council contact	planning@mackenzie.govt.nz | 03 685 9010

2.1 Availability and Response Commitments

The property manager is available at all times during guest stays, including evenings and weekends. The following response commitments are maintained:

- Neighbour or third-party complaint: property manager contacts the guest within 30 minutes of being notified.
- Council compliance enquiry: written response within 2 working days.
- Occupancy records request: produced to Council within 20 working days per Condition X.
- The manager's contact details are displayed on a contact sign at the roadside outside the property.
- To check that the number of guests does not exceed ten.
- The Property Manager will provide their contact details to the adjoining landowners.

3. House Rules

This section satisfies Condition X. The house rules below directly address each relevant consent condition. Guests are required to accept these rules as a condition of booking through the platform.

3.1 Maximum Occupancy and Single Group Booking

Consent Condition X:

- No more than 10 guests are permitted on site at any time. 'Guests' includes adults, children and infants. This is broken down to maximum 8 guests in the house, and 2 guests in the studio.
- The property is rented to two separate groups only. One separate group in the house, and one separate group in the studio. Individual room letting is not permitted under this consent.

→ *Guest Book reference: Section 2.1 (Maximum Number of Guests).*

3.2 Quiet Hours and Noise

Consent Conditions X and X:

- Quiet hours apply every night from 10:00 pm (2200 hrs) to 8:00 am (0800 hrs).
- No amplified music is permitted anywhere on the property between 10:00 pm and 8:00 am.
- Outdoor spaces (decks, lawns and communal areas) must not be used for entertainment between 10:00 pm and 8:00 am.

→ *Guest Book reference: Section 2.2 (Quiet Hours).*

3.3 No Parties

- The property is not available for parties, events, or functions. The property is for the booked guest group only.
- Breach of this rule may result in immediate termination of the stay.

→ *Guest Book reference: Section 2.3 (No Parties).*

3.4 No Smoking; No Pets

- Smoking is not permitted inside the dwelling.
- No pets are permitted at this property.

→ Guest Book reference: Sections 2.4 and 2.5 (No Smoking; No Pets).

3.5 Rubbish and Bin Placement

Consent Condition X

- Rubbish bins must be kept in one location: at the rear of the property, next to the back door.
- Rubbish bins are to go out on Tuesday (the blue glass bin and green waste bin every week and the yellow and red bin on alternate weeks) and be brought back in as soon as possible after being emptied.
- To ensure that rubbish bins do not remain on the street for more than 24 hours, this may require a visit on Tuesday and/or Wednesday

→ Guest Book reference: Section 5 (Waste, Recycling & Bins).

4. Parking

This section satisfies Condition X.

On-site spaces	3 spaces, 1 at the rear of the property for the studio and 2 at the front of the property.
Access	Shared driveway access.
Surface	Hard-surfaced, sealed driveway and shingle parking at the property.
Plan minimum	3 spaces required (TRAN-Table 3, Mackenzie District Plan).
Compliance	Complies – 2 space at the front of the property for the house, 1 space at the rear for the studio.

Full guest parking instructions are in Appendix A, Section 2.6 (Parking).

5. Complaint Management Procedure

This section satisfies Condition X: the procedure followed by the Property Manager in managing and responding to complaints from third parties about visitor accommodation activities on the site.

5.1 Step-by-Step Procedure

Step 1 — Receipt of Complaint

1. Acknowledge the complaint within 30 minutes of receipt (or by 8:00 am if received after 10:00 pm and the situation is not an immediate disturbance).
2. Record: time received, complainant details (if provided), nature of complaint.
3. Assess whether the issue is ongoing or requires follow-up only.

Step 2 — First Complaint: Contact Guest

4. Phone the lead guest within 30 minutes.
5. Clearly state the complaint and remind the guest of the relevant rule or consent condition.
6. Request immediate compliance.
7. Follow up with the complainant to confirm the matter has been addressed.
8. Record the outcome.

Step 3 — Second Complaint: Formal Warning

9. Contact the lead guest immediately by phone.
10. Issue a formal verbal warning: advise that a second complaint has been received and that any further disturbance will result in termination of the stay.
11. Follow up with a written message via the booking platform to create a record.
12. Notify the complainant that a formal warning has been issued.
13. Record all details.

Step 4 — Serious Disturbance or Third Complaint: Termination

14. Advise the lead guest that the stay is terminated.
15. Arrange for guests to vacate the property as soon as practicable.
16. If required, contact NZ Police (non-emergency: 105) for assistance.

17. Record all details including times, communications and actions.
18. Report the incident to GoodtoBook to assist future screening decisions.

Step 5 — Post-Complaint Follow-Up

19. Contact the complainant within 24 hours to confirm resolution.
20. Retain a full record on the booking file.
21. If the complaint involved Mackenzie District Council, provide a written update within 2 working days.

5.2 Complaint Response Summary

Stage	Trigger	Action
Step 1	Complaint received	Acknowledge within 30 min. Record details. Assess urgency.
Step 2	First complaint	Phone guest within 30 min. Remind of rules. Confirm resolution with complainant.
Step 3	Second complaint	Formal verbal + written warning. Stay at risk. Notify complainant.
Step 4	Serious disturbance or third complaint	Terminate stay. Remove guests. Police if required. Record and report.
Step 5	Post any complaint	Follow up with complainant within 24 hrs. Update file. Report to Council if applicable.

6. Guest Screening

All bookings are automatically screened through GoodtoBook via Resly (the property management platform) before confirmation. The screening checks guests against a network of accommodation provider incident reports.

- If no flags are raised, the booking is confirmed automatically.
- If a flag is raised, the property manager reviews the reason and decides whether to approve or decline the booking.
- Declined bookings are cancelled and the guest is notified.

See Appendix A, Section 1 (Before You Arrive) for how the screening process is communicated to guests.

7. Occupancy Records

Condition X requires that records of guest numbers, dates and duration of stay are retained for each 24-month period from the first use of the site for visitor accommodation.

- All bookings are recorded through Resly and/or the booking platform (Airbnb or equivalent).
- Records are retained in original digital format for a minimum of 24 months.
- Records will be provided to the Mackenzie District Council Planning Manager within 20 working days of any written request (planning@mackenzie.govt.nz).
- Private guest information (names, contact details) may be redacted, with redactions clearly noted.

8. VAMP Review and Amendment

Condition X requires that any proposed changes to this VAMP are submitted to the Planning Manager for re-certification at least one month before they take effect.

- This VAMP will be reviewed annually by the property manager and consent holders.
- If changes are required, a revised VAMP will be submitted to Council for certification at least one month before the changes are intended to take effect.
- Once re-certified, the revised VAMP replaces this document as the operative Approved Consent Document.

FOR COUNCIL USE ONLY — CERTIFICATION UNDER CONDITION X, RESOURCE CONSENT RM26X

I certify that this Visitor Accommodation Management Plan for 7 Rankin Rise, Lake Tekapo satisfies the requirements of Conditions X of Resource Consent RM26X.

Name: _____ Title: Planning Manager, Mackenzie District Council Signature: _____ Date: _____

Schedule A — Relevant Consent Conditions

Conditions of Resource Consent RM26 X relevant to this VAMP, reproduced for reference.

No.	Condition
1	The residential visitor accommodation unit must only be rented as two separate single group bookings (i.e., single room letting is not authorised). One single group booking in the house, and one single group booking in the studio. No more than 10 visitor accommodation guests at any one time are authorised. 'Guests' includes adults, children and infants.
2	No amplified music is permitted on site between 2200hrs and 0800hrs.
3	Guests must not use the outdoor space (decks, lawns and communal areas) for entertainment purposes between 2200hrs and 0800hrs.
4	Records of guest occupancy including guest numbers, dates, and duration of stay, must be retained for each 24-month period. Records must be produced to the Planning Manager within 20 working days of any request (planning@mackenzie.govt.nz).
5	A VAMP must be prepared and submitted to the Planning Manager for certification that it includes: (a) Property Manager contact details; (b) house rules; (c) parking information; (d) complaint management procedure.
6	Once certified, the VAMP forms part of the Approved Consent Document and the activity must be operated in accordance with it.
7	One month prior to any changes to the VAMP, the revised VAMP shall be resubmitted to the Planning Manager for re-certification.
8	Rubbish bins must be sited at the rear of the property, next to the back doors.

Appendix A

Guest Information Booklet

7 Rankin Rise, Lake Tekapo

Managed by Greg & Angela Marshall — booktekapo.co.nz | +64 27 483 3593

Note to Council

The Guest Information Booklet is attached directly after this page as Appendix A. It constitutes the primary guest-facing document for 7 Rankin Rise and communicates all rules, procedures and guidance referenced in this VAMP. Cross-references from the main body of this VAMP to specific sections of the Guest Book are noted in the house rules table (Section 3) and throughout.